

## NOTICE OF PUBLIC HEARING

### Pursuant to Title 23 MRSA § 2953 Closing of roads in winter

The County Commissioners of Aroostook County hereby give notice that they will hold a public hearing on the proposed winter closing of a road or roads or portion thereof on Wednesday May 18, 2022 at 1:00 PM in the Second Floor Meeting Room of the Aroostook County Sheriff's Office Building located at 25 School Street in Houlton, Maine.

The following roads and locations will be proposed for closing during the winter months (November – April) for a period of 10 years.

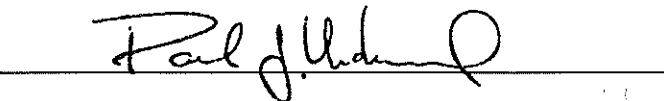
Cross Lake Twp:	Coulombe Road	TW NO.	330	.35 miles
Sinclair	Hebert Road	TW NO.	1038	.30 miles
Madawaska Lake	Lakeshore Drive	TW NO.	1012	.32 miles
Connor Twp.	Damboise Road	TW NO.	407	.33 miles
	Therault Road	TW NO.	411	.60 miles
	Town Line Road	TW NO.	417	1.47 miles
	Madawaska Road	TW NO.	421	.20 miles
	Guerrette Road	TW NO.	504	.60 miles
	Dubay Pit Road	TW NO.	624	1.42 miles
	Adams Road	TW NO.	2209	.27 miles
Benedicta Twp.	Mill Road	TW NO.	1436	1.5 miles
Cary Twp.	Smith Road			1.3 miles
Oxbow North Twp.	River Road			.64 miles



Paul J. Adams, County Commissioner



Norman L. Fournier, County Commissioner



Paul J. Underwood, County Commissioner

# County of Aroostook

COMMISSIONERS' OFFICE

**COUNTY ADMINISTRATOR**

RYAN D. PELLETIER

**COMMUNITY SERVICES DIRECTOR**

PAUL G. BERNIER



## MEMORANDUM

**COUNTY COMMISSIONERS**

PAUL J. ADAMS  
HOULTON

NORMAN L. FOURNIER  
WALLAGRASS

PAUL J. UNDERWOOD  
PRESQUE ISLE

**DATE:** April 15, 2022  
**TO:** Ryan D. Pelletier, County Administrator  
**FROM:** Paul Bernier, Community Services Director  
**RE:** Seasonal Road Inventory

As requested, below is a list of County Roads that are currently closed to winter maintenance.

Cross Lake Twp:	Coulombe Road	TW NO.	330	.35 miles
Sinclair	Hebert Road	TW NO.	1038	.3 miles
Madawaska Lake	Lakeshore Drive	TW NO.	1012	.32 miles
Connor Twp.	Damboise Road	TW NO.	407	.33 miles
	Theriahult Road	TW NO.	411	.60 miles
	Town Line Road	TW NO.	417	1.47 miles
	Madawaska Road	TW NO.	421	.2 miles
	Guerrette Road	TW NO.	504	.6 miles
	Dubay Pit Road	TW NO.	624	1.42 miles
	Adams Road	TW NO.	2209	.27 miles
Benedicta Twp.	Mill Road	TW NO.	1436	1.5 miles
Cary Twp.	Smith Road			1.3 miles
Oxbow North Twp.	River Road			.64 miles

**Title 23: TRANSPORTATION**  
**Part 3: LOCAL HIGHWAY LAW**  
**Chapter 301: GENERAL PROVISIONS**  
Subchapter 6: MISCELLANEOUS

## §2953. Closing of roads in winter

**1. Announcement of winter closing of roads.** The municipal officers may on their own initiative, or upon petition by 7 legal voters of the municipality, at any time between May 1st and October 1st of any year, set forth that any road or roads, or portion thereof, in the municipality are so located with reference to population, use and travel thereon, that it is unnecessary to keep the road or roads maintained and open for travel during the months of November, December, January, February, March and April or any part of these months.

[PL 1981, c. 215 (NEW).]

**2. Notice and hearing.** Prior to an announcement under subsection 1, the municipal officers shall hold a hearing on the proposed winter closing of a road or roads or portion thereof. The municipal officers shall place a written notice of the hearing in some conspicuous, public place in the municipality at least 7 days before the hearing.

[PL 1981, c. 215 (NEW).]

**3. Order of closing.** After a hearing under subsection 2, the municipal officers shall file with the municipal clerk any order specifying the location of the road, the months or portions thereof for which it is to be closed and for how many years, not to exceed 10, the closing shall be operative. The legislative body of the municipality shall by vote either approve each order or provide that orders so made by the municipal officers shall be a final determination.

[PL 1981, c. 215 (NEW).]

**4. Alteration of order.** The municipal officers may on their own initiative, or upon petition by 7 legal voters of the municipality, at any time subsequent to one year from the date of a final determination, after notice and hearing, annul, alter or modify the original determination. The municipal officers shall file with the municipal clerk an order specifying any decision to annul, alter or modify, which shall not become final until the legislative body of the municipality by vote either approves each order or provides that orders so made by the municipal officers are a final determination.

[PL 1981, c. 215 (NEW).]

**5. Appeal.** The final determination by the legislative body or the municipal officers may be appealed to the board of county commissioners of the county in which the municipality lies, upon petition by 7 legal voters of the municipality within 30 days after the final determination is made. In an appeal before a board of county commissioners, the decision of the commissioners shall be governed by the standards set forth in this section.

[PL 1981, c. 215 (NEW).]

**Title 23: TRANSPORTATION****Part 2: COUNTY HIGHWAY LAW****Chapter 203: LAYING OUT, ALTERING OR DISCONTINUING HIGHWAYS****§2051. Power of commissioners**

1. **Layout, maintenance and discontinuance of roads in unorganized areas.** County commissioners may lay out, alter, close for maintenance or discontinue highways within the unorganized areas of their counties and grade hills in such a highway. The county commissioners may close a county road for maintenance and preserve the right-of-way for the use of abutting landowners, any others using that way for access to their property and public utilities and corporations with facilities legally located within that way, at their own risk. At a regular session of the commissioners, responsible persons may present a written petition describing a way and stating that the location, alteration, grading or closing for maintenance or discontinuance of that way, in whole or in part, or an alternative action, is desired. The commissioners may act upon the petition, conforming substantially to the description without adhering strictly to its bounds.

[PL 1997, c. 327, §1 (NEW).]

2. **Closing roads in unorganized areas for the winter.** The county commissioners may close any county road in the unorganized areas of their county under the same conditions and following the same procedure established in [section 2953 \(./23/title23sec2953.html\)](#), subsections 1 to 4 for the closure of roads in municipalities by the municipal officers, except that the county commissioners approve the order closing a road and may annul, alter or modify any such order. A copy of the order must be filed with the county clerk or county administrator. Any person may appeal from a decision of the county commissioners to close a county road for the winter in the same manner as provided in [Title 17, section 2852 \(./17/title17sec2852.html\)](#).

[PL 1997, c. 327, §1 (NEW).]

**SECTION HISTORY**

PL 1965, c. 168 (AMD). PL 1975, c. 711, §1 (AMD). PL 1997, c. 327, §1 (RPR).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.  
If you need legal advice, please consult a qualified attorney.

[Office of the Revisor of Statutes \(mailto:webmaster\\_ros@legislature.maine.gov\)](mailto:webmaster_ros@legislature.maine.gov) · 7 State House Station · State House Room 108 · Augusta, Maine 04333-0007

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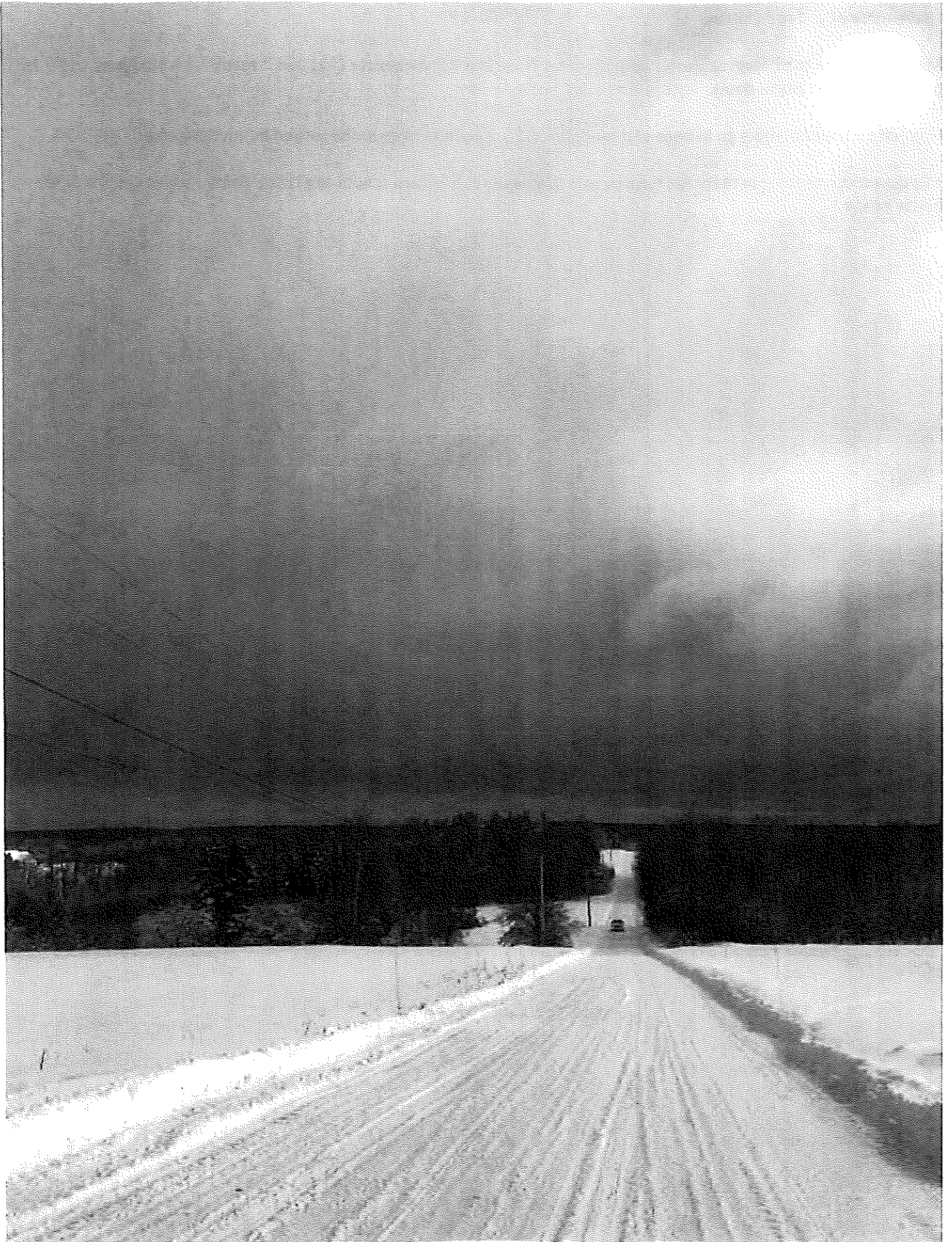
**Ryan D. Pelletier**

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**From:** Mellissa McAvoy Edwards CPA <mellissa@calculationsinc.com>  
**Sent:** Wednesday, May 11, 2022 9:19 PM  
**To:** Ryan D. Pelletier  
**Subject:** Commissioners meeting

I completely missed the deadline you gave me and if it's too late for these to be included in meeting packet I do understand.

The first two pictures are from mid January.



I have more of you need them.

My dad kept the road open all winter with his 38hp Tractor and snowblower (and had it ready for contractors to get in by 630-7 even on storm days).

I did have a friend of mine go in once and sand, but did not have to have banks moved or anything else.

We do anticipate living in there full time by mid June/early July (with a school age child). Fairly recent pictures of the house below.



MINUTES

AROOSTOOK COUNTY COMMISSIONERS' MEETING - WEDNESDAY, APRIL 27, 2022  
- 1:00 P.M. REGISTRY OF DEEDS FIRST FLOOR CONFERENCE ROOM-  
FORT KENT

PRESENT

Paul J. Adams, Chair, County Commissioners  
Norman L. Fournier, County Commissioner  
Paul J. Underwood, County Commissioner  
Ryan D. Pelletier, County Administrator  
Shawn Gillen, Sheriff  
Craig Holder, Chief Deputy  
Paul Bernier, Community Services Director  
Steve Pelletier, ARP Program Administrator  
Christina Theriault, HR Director  
Jason Parent, ACAP Executive Director  
Paul Towle, Aroostook Partnership via Zoom  
Penny Thompson, Caribou City Manager via Zoom  
Michael Elliot, Mission Broadband via Zoom  
Darleen Guy, Registrar of Probate via Zoom  
Peter Marchesi, Attorney via Zoom

- ART. 1. Chair Paul J. Adams called the meeting to order at 1:00 p.m.
- ART. 2. There was no public comment.
- ART. 3. Chair Paul J. Adams entertained a motion for approval of the agenda.

MOTION:

Motion by Norman Fournier and seconded by Paul Underwood to approve the agenda as amended to include Approval of the HR Assistant position and the Approval of the Deputy Registrar of Probate position and to consider approving a collective bargaining agreement between the County of Aroostook and the National Corrections Employees Union.

VOTE:

Motion voted on and passed.

- ART. 4. Chair Paul J. Adams entertained a motion for approval of the March 16, 2022 County Commissioners' meeting minutes.

MOTION:

Motion by Norman Fournier and seconded by Paul J. Underwood to approve the minutes of the March 16, 2022 County Commissioners' meetings.

**VOTE:**

Motion voted on and passed

ART. 5. The County Commissioner approved and signed the following:

- A) Attendance record.
- B) Bills and warrants.

ART. 6. Mr. Pelletier presented a proposal from Mission Broadband on behalf of the Aroostook County Broadband Committee. The Committee is interested in hiring Mission Broadband to assist them with the facilitation and completion of the Broadband Study that the Committee is currently developing under the auspices of a ConnectME planning grant. Mr. Pelletier explained that he had met with several town managers and it was their collective recommendation to utilize up to \$24,000 from the ARPA Broadband funds available to municipalities and non profits for this purpose. Mr. Paul Towle and Ms. Penny Thompson from the Broadband Committee also addressed the Commissioners in support of this recommendation. Michael Elliot of Mission Broadband gave a high level overview of their company and some of the current work they are engaged in Maine as well as other states.

**MOTION:**

A motion was made by Norman Fournier and seconded by Paul Underwood to authorize the County Administrator to expend up to \$24,000 from the ARPA Broadband funds available to municipalities for the purpose of completing the Broadband Study as presented.

**VOTE:**

Motion voted on and passed.

ART. 7. Mr. Bernier presented the Commissioners with a request from the Central Aroostook Ambulance Service to utilize \$8,333.33 from the UT Capital Emergency Equipment Reserve as potential match for an ARPA grant application for emergency equipment.

**MOTION:**

A motion was made by Paul Underwood and seconded by Norman Fournier to approve the UT Community Services Director recommendation.

**VOTE:**

Motion voted on and passed.

ART. 8. Mr. Bernier presented the Commissioners with the Lawn Maintenance Agreement for Silver Ridge Cemetery and Memorial. Mr. Bernier recommends the proposal submitted by Golden Ridge Property Maintenance.

**MOTION:**

A motion was made by Paul Underwood and seconded by Norman Fournier to approve the UT Community Services Director recommendation.

**VOTE:**

Motion voted on and passed.

- ART. 9. Mr. Bernier presented his recommendation for the Operator Agreement at Sinclair Transfer Station. Mr. Bernier recommends Deschaine Sanitation Services.

**MOTION:**

A motion was made by Paul Underwood and seconded by Norman Fournier to approve the UT Community Services Director recommendation.

**VOTE:**

Motion voted on and passed.

- ART. 10. Mr. Jason Parent presented the Commissioners with a Proclamation proclaiming the Month of May as Community Action Month. Mr. Parent also provided updates to the Commissioners regarding various events and activities planned for ACAP's 50<sup>th</sup> anniversary this summer.

**MOTION:**

A motion was made by Norman L. Fournier and seconded by Paul J. Underwood to approve the Proclamation as presented.

**VOTE:**

Motion voted on and passed.

- ART. 11. Mr. Bryan Jandreau made his recommendation to award the snow removal services for the Fort Kent Registry of Deeds building to KR property Maintenance.

**MOTION:**

A motion was made by Norman Fournier and seconded by Paul Underwood to approve the recommendation of Bryan Jandreau, Facilities and IT Director.

**VOTE:**

Motion voted on and passed.

- ART. 12. Mr. Pelletier informed the Board that he had received a request for an abatement hearing in a case involving a property in Madawaska.

**MOTION:**

A motion was made by Paul J. Underwood and seconded by Norman L. Fournier to approve the County Administrator's recommendation to hold a tax abatement hearing on June 1, 2022 at 9 AM at the Caribou Administrative Hearing Room.

**VOTE:**

Motion voted and passed.

- ART. 13. Mr. Pelletier requested that the date of the regular June meeting be moved to June 14<sup>th</sup> at 1 pm to accommodate a schedule conflict with Commissioner Fournier's schedule.

**MOTION:**

A motion was made by Norman L. Fournier and seconded by Paul J. Underwood to approve the change in date of the June Commissioners Meeting to June 14<sup>th</sup> at 1 pm.

**VOTE:**

Motion voted on and passed.

- ART. 14. County Commissioner's Report

Commissioner Fournier presented various issues and information regarding the MCCA Board Meeting and Risk Pool Meetings held earlier this month. Information was also provided regarding recent public hearing and work session regarding LD 1654, An Act to Stabilize Jail Funding. Information only, no motion made.

- ART. 15. Other Business

Mrs. Christina Theriault presented the name of Joyce Findlen to be approved for the position of HR Assistant.

**MOTION:**

Motion made by Norman Fournier and seconded by Paul Underwood to approve the recommendation.

**VOTE:**

Motion voted on and passed.

Mrs. Christina Theriault and Mrs. Darleen Guy presented the name of XXXX to be approved for the position of Deputy Registrar of Probate.

**MOTION:**

Motion made by Paul Underwood and seconded by Norman Fournier to approve the recommendation.

**VOTE:**

Motion voted on and passed.

- ART. 16. Executive Session

**MOTION:**

A motion was made by Paul Underwood and seconded by Norman Fournier to enter into executive session pursuant to Title 1 MRSA 405E to consult with legal representation concerning the legal rights and duties of the body or agency.

**VOTE:**

Motion voted and passed. Entered executive session at 2:15 pm.

The Board of County Commissioners exited the executive session and 2:35 pm.

ART. 16-A. **MOTION:**

A motion was made by Norman Fournier and seconded by Paul Underwood to approve a collective bargaining agreement between the County of Aroostook and the National Corrections Employees Union.

**VOTE:**

Motion voted on and passed.

ART. 17. Adjournment.

**MOTION:**

A motion was made by Paul J. Underwood and seconded by Norman L. Fournier to adjourn the meeting at 2:15 pm.

**VOTE:**

Motion voted and passed.

ATTEST: A True Copy  
of Commissioners' Meeting

\_\_\_\_\_  
Ryan D. Pelletier  
County Administrator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AROOSTOOK COUNTY COMMISSIONERS  
DATE:

**Ryan D. Pelletier**

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**Subject:** FW: Removal of Trees - Houlton Court House

**From:** Richard L. Rhoda <[dick@rhodalaw.com](mailto:dick@rhodalaw.com)>  
**Sent:** Tuesday, March 29, 2022 8:29 AM  
**To:** Bryan Jandreau <[bryan.jandreau@aroostook.me.us](mailto:bryan.jandreau@aroostook.me.us)>  
**Cc:** 'Richard L. Rhoda' <[dick@rhodalaw.com](mailto:dick@rhodalaw.com)>  
**Subject:** Removal of Trees - Houlton Court House

March 29, 2022

Dear Bryan:

Attached is a copy of commitment to remove the two trees on Military Street and the five trees on Court Street down to six inches underground this spring/summer for \$1,000.00.

I understand that such an expense was not in the budget approved for this year. I also believe there is a contingency account available for unforeseen expenses each year.

In return for the County removing the seven trees I will personally donate to Aroostook County and have planted seven Elm trees on Military and Court Street this spring or early summer.

Houlton was once renowned for the Elm trees along its main streets. Unfortunately, these were devastated by the Dutch Elm disease in the 1960's and early 1970's.

The good news is that a new hybrid Elm tree has been developed which can successfully defend itself against the disease.

When the trees are just planted which I will have done, they will need to be watered two or three times a week for about six weeks while their roots become firmly established.

The only other needed maintenance will be to keep the young lowest branches trimmed to help push the tree skyward. The Elm tree can grow to well over one hundred feet and live for one fifty years or more. They are very sturdy trees and are not adversely affected by sidewalk salt.

I will commit to giving to Aroostook County \$100.00 per year for seven years for a special account dedicated to the trimming of the trees as needed. Said funds will only be used for the care of said Elm trees.

As the word has gotten out about this undertaking I have received requests for eight additional trees from citizens of Houlton.

The Houlton Rotary Club is aware of this project and is very favorable to it. After speaking to the Club yesterday about this undertaking one member ordered three trees. Also, a member of the Houlton Town Council has ordered three for his house lot.

If you have any other questions I would be pleased to answer them for you.

I have talked with Commissioner Paul Adams who is very favorable to this undertaking and said he will advocate for find the \$1,000.00 for the County.

I will be pleased to meet with the Commissioners about this if necessary in Caribou or their next meeting in Houlton. Time is somewhat of the essence for at least to get it done in the next sixty days or so.

Thanks for your assistance.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Richard L. Rhoda

*Law Office of Richard L. Rhoda  
45 Court St.  
P.O. Box 743  
Houlton, ME 04730  
207-532-9595 Phone  
207-532-9596 Fax*

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## Bryan Jandreau

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Hello Ryan,

The request to remove seven existing trees and plant seven new Elm trees at the Houlton Superior Court Building, I wanted to provide you with some background and pertinent information.

In 2006 we had five trees cut down at this location and planted four Sugar Maple and five Discovery Elm Disease Resistant trees. From an analysis done at the time by Arthur R. Selander, Arborist, he indicated the Sugar Maple could have a life span of approximately 100 years and the Elm approximately 10 to 15 years. The planting of these trees was 16 years ago. We were pre-informed in 2006 that disease resistant Elm trees do not do well and the current trees at the courthouse support that. I do not think it would be wise for us to keep replanting Elm trees on our property every 10 to 15 years.

Additional items to consider are:

The cost estimate provided by Mr. Rhoda does not indicate if backfill, loaming seeding and haying are included for the tree removal at the price provided.

Other items that have not been addressed are notification to the Town of Houlton Zoning Board and Dig Safe Services as well as not having this project spear headed under the umbrella of the County of Aroostook as it relates to insurances and liability.

In closing, based on the number of projects the County of Aroostook Maintenance Department has outline for 2022 and the lack of appropriated funding for a tree project, I cannot support moving forward with this in 2022.

*Bryan*

*Bryan V. Jandreau*

*Facilities & IT Director*

*County of Aroostook*

144 Sweden Street, STE 1, Caribou, Maine 04736

207-227-3538

207-493-6305

bryan.jandreau@aroostook.me.us

<https://www.aroostook.me.us>



# COUNTY OF AROOSTOOK

County Commissioners' Office - Ryan D. Pelletier, County Administrator  
Board of Commissioners: Paul J Adams, Houlton - Norman L. Fournier, Wallagrass - Paul J. Underwood, Presque Isle

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DT: May 3, 2022  
TO: Ryan D. Pelletier, County Administrator  
FR: Bryan V. Jandreau, Facilities & IT Director  
RE: Entryway Steps Replacement Project

Below are the bid results for the Entryway Steps Replacement Project at the Sheriff's Office Building.

The Allen Company, LLC:	\$25,500.00
Building Etcetera, Inc.	\$19,952.00
Maine Highlands Contracting	\$49,900.00

The low bid is \$8,708.00 over budget, but with capital fund balances from this building there is adequate funding for this project. It is my recommendation that the County of Aroostook accept the low bid from Building Etcetera, Inc. for this project. Building Etcetera, Inc. has completed several large-scale projects for the County of Aroostook in the past and they are very capable of completing this project.

COUNTY OF AROOSTOOK  
ENTRYWAY STEPS REPLACEMENT PROJECT 2022  
COUNTY OF AROOSTOOK  
Sheriff's Office Building

**BID FORM**

Use this bid form to submit your bid.

Contractor's business name: Buildings Etcetera, Inc.

Owner's name: Jesse Chase

Address: 12 Mechanic Street, Houlton ME 04730

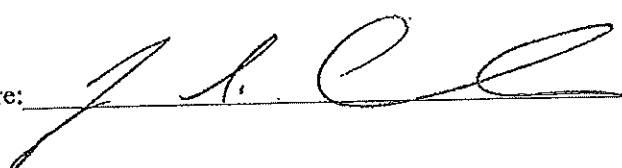
Phone number: 207-532-9020

Fax number: 207-532-7560

Email address: jchase@buildingsetcetera.com

Cellphone number: 207-538-7048

Lump Sum Bid \$19,952.00 (Nineteen Thousand Nine Hundred Fifty Two Dollars and No Cents)

Signature: 

Date: 4/22/2022

\*\*Three (3) letters of professional recommendation shall be provided with request for proposal bid.

COUNTY OF AROOSTOOK  
ENTRYWAY STEPS REPLACEMENT PROJECT 2022  
COUNTY OF AROOSTOOK  
Sheriff's Office Building

**BID FORM**

Use this bid form to submit your bid.

Contractor's business name: The Allen Company

Owner's name: Joseph Allen

Address: PO Box 608 Presque Isle, ME 04769

Phone number: 207-762-3190

Fax number: N/A

Email address: Joseph@niccast.com

Cellphone number: 207-227-4285

Lump Sum Bid \$ 25,500

Signature: J. C. Allen

Date: April 25, 2022

\*\*Three (3) letters of professional recommendation shall be provided with request for proposal bid.

COUNTY OF AROOSTOOK  
ENTRYWAY STEPS REPLACEMENT PROJECT 2022  
COUNTY OF AROOSTOOK  
Sheriff's Office Building

**BID FORM**

Use this bid form to submit your bid.

Contractor's business name: Maine Highlands Contracting

Owner's name: Brock Starbird

Address: 795 Lily Bay Road Unit 301 Beaver Cove, Maine 04441

Phone number: 12074789248

Fax number: \_\_\_\_\_

Email address: bstarbird@contractingmaine.com

Cellphone number: 12074789248

Lump Sum Bid \$ \$49,900.00

Signature: Brock Starbird

Date: April 23, 2022

\*\*Three (3) letters of professional recommendation shall be provided with request for proposal bid. Find bid documents attached

*Also can speak to Bryan or Dan, we did jail/courthouse portico projects last year.*

County of Aroostook

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Bryan V. Jandreau

Facilities & IT Director



REQUEST FOR PROPOSAL (Bids)  
ENTRYWAY STEPS REPLACEMENT PROJECT  
COUNTY OF AROOSTOOK  
2022

The County of Aroostook is accepting proposals (bids) for the replacement of entryway steps at the Sheriff's Office Building, 25 School Street, Houlton, Maine.

For additional information contact Bryan V. Jandreau, Facilities & IT Director, at (207) 493-6305, email at [bryan.jandreau@aroostook.me.us](mailto:bryan.jandreau@aroostook.me.us) or by visiting the Bids and Proposal section our website at [www.aroostook.me.us](http://www.aroostook.me.us)

Bids must be sealed and marked "Entryway Steps Project - Do Not Open" and must be received at the County Commissioners' Office no later than 4:30 p.m. on Tuesday, April 26, 2022. Bids shall be presented to the County Commissioners at 1:00 p.m. on Wednesday, May 18, 2022, in the second-floor conference room, at the Sheriff's Office Building, 25 School Street, Houlton, Maine 04730.

Please submit bids to:

Ryan D. Pelletier  
County Administrator  
County Commissioners' Office  
144 Sweden Street, Suite 1  
Caribou, Maine 04736  
(207) 493-3318

The County Commissioners reserve the right to accept or reject any or all bids.

## **SPECIFICATIONS (ATTACHMENT A)**

### **ENTRYWAY STEPS REPLACEMENT PROJECT - 2022 COUNTY OF AROOSTOOK SHERIFF'S OFFICE BUILDING HOULTON, MAINE**

#### **1) General Description**

- A. Provide and furnish all necessary labor and materials in connection with the replacement of entryway steps at the Sheriff's Office Building, 25 School Street, Houlton, Maine.
  - a. Provide any and all subcontract work, as needed.
  - b. The entryway steps are located on the **School Street side of the building** (that service the Dispatch reception area of the building) and consists of replacing the existing concrete steps and steel rails with new steps and railings constructed of pressure treated lumber and composite decking.
    - (1) The existing concrete landing and top two (2) steps shall be retained.
    - (2) The existing steel rails shall be retained and reinstalled on the new wood railings.

#### **2) References**

- A. Unless otherwise specified or indicated, materials and workmanship shall conform to the latest edition of the following standards and specifications.
  - a. American National Standards Institute
  - b. Underwriters Laboratories, Inc.
  - c. American Society for Testing and Materials
  - d. National Fire and Protection Association
  - e. Americans with Disabilities Act
  - f. All local, state and federal codes
  - g. Dig Safe

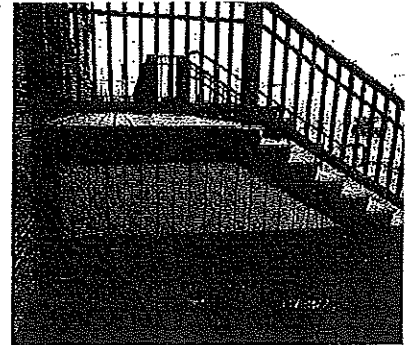
#### **3). Demolition**

- A. Contractor shall be responsible for removal of existing steps and railings.
  - a. The two existing metal railings shall be retained and reinstalled onto the newly constructed wood railings to match existing railing configuration on the Military Street entryway.
  - b. The top two (2) steps and landing that are recessed into the covered area of the building entryway shall be retained.

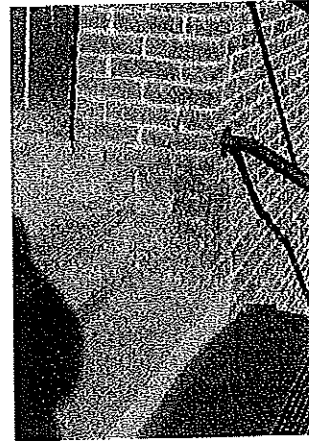
- B. Contractor shall be responsible for any and all disposal and costs for all materials designated for removal, properly off the site.
- C. All materials shall be disposed of in accordance with all federal, state and local landfill laws and regulations.

#### 4) Installation

- A. Construction, design, products and colors of this project shall match the Military Street entryway and steps on this building.
- B. Provide a completely landscaped and prepared area to build the new steps. This includes, but not limited to, backfilling with crushed stone.
- C. Place two (2) eight (8) inch concrete filled sauna-tubes five (5) feet below grade for the base of the new steps to prevent movement from frost.
  - a. The Contractor shall utilize Dig Safe services in advance of starting work.
- D. New construction shall be based sixteen inches (16") on center.
- E. Balusters shall be two-inch (2") by two-inch (2") pressure treated lumber and installed at a three-inch (3") spacing. (This shall match existing balusters on the Military Street entryway.)
  - a. The height of the new railings shall match the height of the existing railings on the Military Street entryway.
- F. Framing shall be constructed of two-inch (2") by eight inch (8") pressure treated lumber.
- G. Railing posts shall be four-inch (4") by four-inch (4") pressure treated lumber.
- H. Bottoms of new railings shall be constructed of two (2) one-inch (1") by four-inch (4") pressure treated lumber.
  - a. The balusters shall be placed in between the two (2) pressure treated bottoms to match the railings on the military Street entryway.
- I. The materials and design of the railing tops are to match the materials and design of the railing tops on the Military Street entryway.
- J. Side closures of the entryway steps shall be built and designed to match the side closures of the Military Street steps on this building.



- K. The concrete landing and top two (2) steps shall be retained.
- L. The construction of the new steps shall start off of side of the building below the two (2) retained concrete steps.
- M. New construction shall be properly installed and anchored to the building to meet all safety codes.
- N. Preparation and finish work shall be completed by experienced carpentry professionals.
- O. Install products in accordance with manufacturers recommendations.
- P. All work is to be plumb, square and level.



### 3. Materials

All materials used are to be of commercial grade, heavy duty, and match existing design, color and quality as the Military Street entryway of the building.

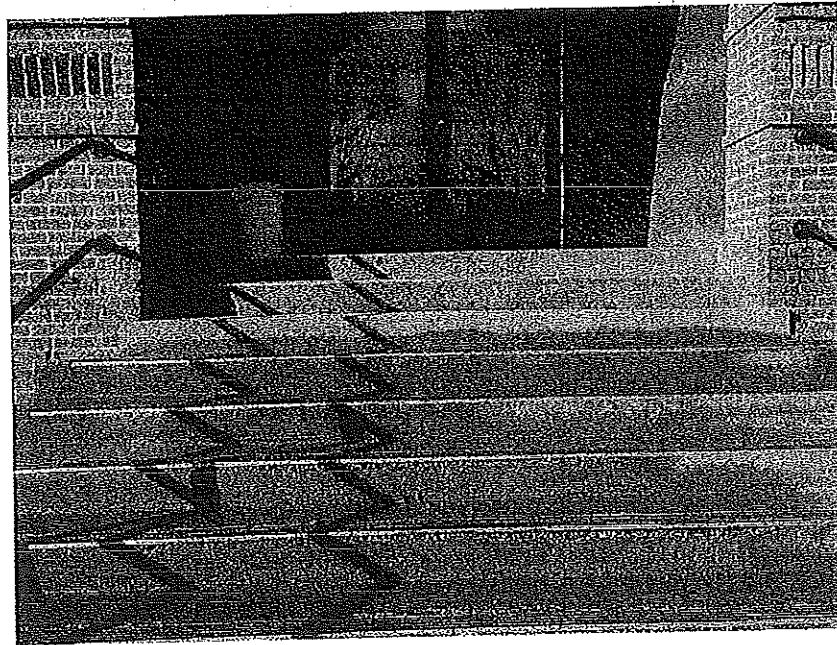
### 4. Work Area

- A. Work areas are to be kept clean and free of hazardous materials.
- B. An effort is to be made to minimize inconvenience to employees/tenants and to protect the safety of such employees/tenants.
- C. Take care not to damage, in any way, areas of the building and properties, inside and outside the demolition and construction areas. Take particular care not to damage shrubs, trees and landscaping. Repair of any said damage shall be at the Contractor's expense. (Damage made as a result of heavy equipment or other equipment to the building and/or landscape shall be the Contractor's responsibility to repair and return to original condition.)
  - a. Landscape repair shall include, but is not limited to, leveling, loaming, seeding and haying.
  - b. Proper barricades and signage shall be used by the Contractor to provide notice to employees/tenants and the general public of "Caution, Work in Progress".

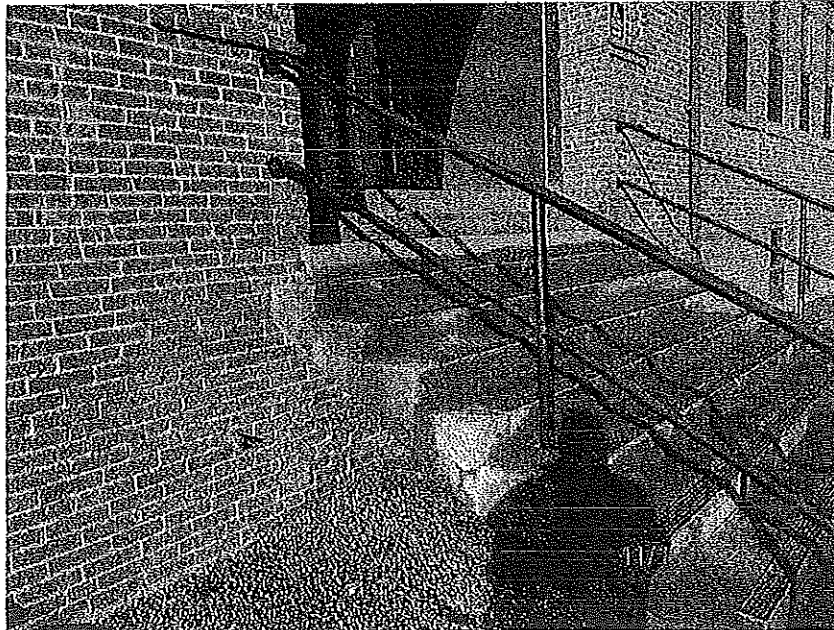
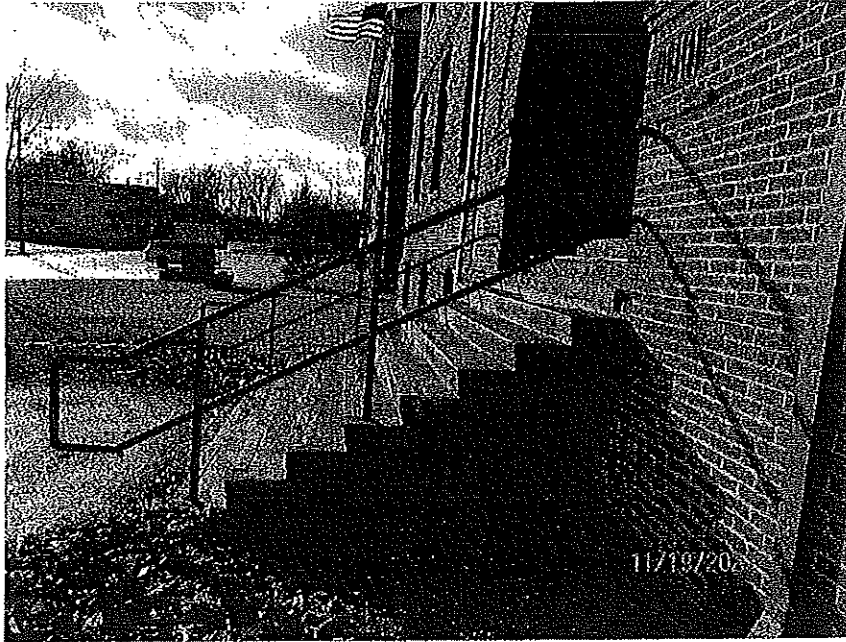
## **7. Completion**

- A. This entryway steps project is to be completed, with all contractor and subcontractor materials/equipment removed from the property sixty (60) days after project contract signing date.

Pre-Construction Photographs  
Entryway Steps Replacement Project-2022  
County of Aroostook  
Sheriff's Office Building

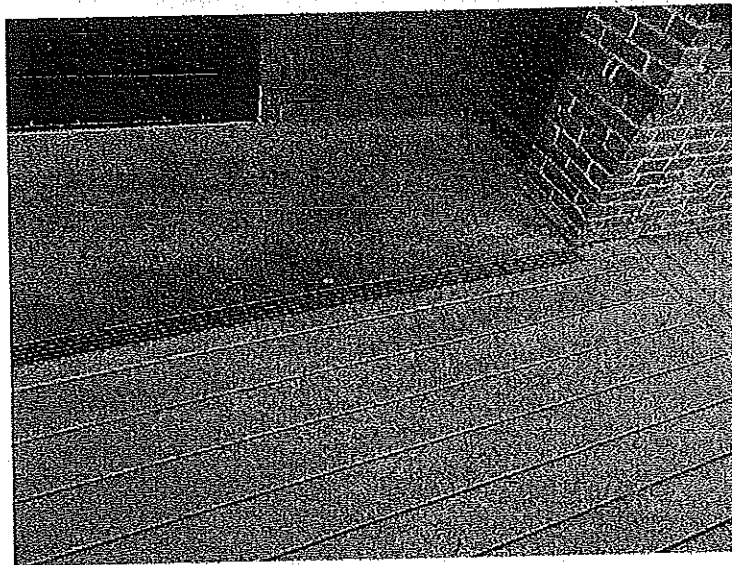
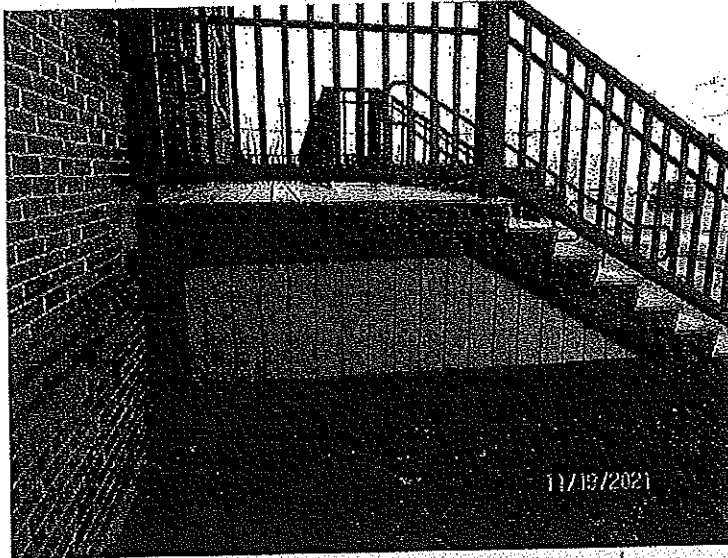


Pre-Construction Photographs  
Entryway Steps Replacement Project-2022  
County of Aroostook  
Sheriff's Office Building



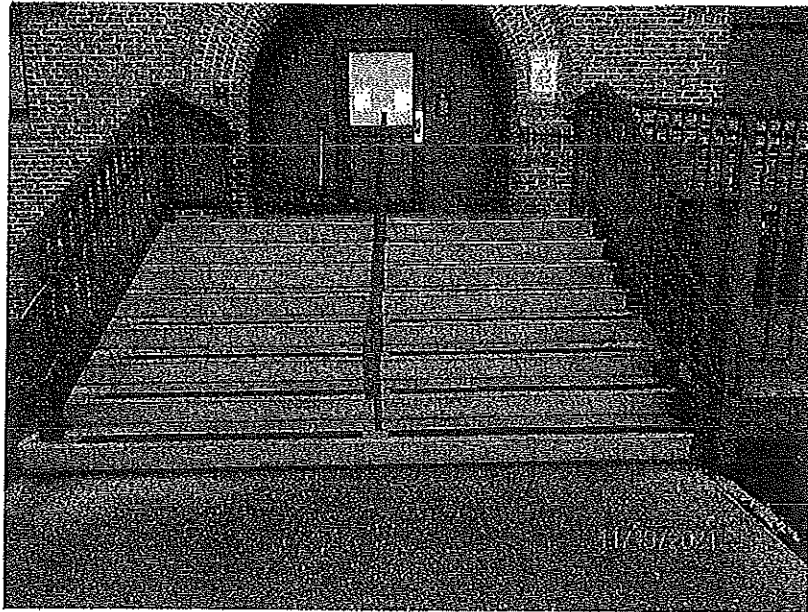
Photographs of Existing Military Street Entryway  
As a reference for Design Replication

Entryway Steps Replacement Project-2022  
County of Aroostook  
Sheriff's Office Building



Photographs of Existing Military Street Entryway  
As a reference for Design Replication

Entryway Steps Replacement Project-2022  
County of Aroostook  
Sheriff's Office Building



**Entryway Steps Replacement Project-2022**  
**County of Aroostook**  
**Sheriff's Office Building**  
**Houlton, Maine**

**CONTRACT CONDITIONS**

In consideration of the conditions and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

**ITEM A - STATEMENT OF WORK**

The Contractor shall furnish all labor, materials and equipment and shall perform all work required and necessary for the replacement of the steps on the School Street side of the Sheriff's Office building, 25 School Street, Houlton, Maine 04730. This work shall be done for the Aroostook County Government, County Commissioners' Office, 144 Sweden Street, Suite 1, Caribou, Maine, 04736; referred to as Owner of such facility. All "work" shall be in accordance with the terms of this Contract and of the part hereof, designated as follows:

- (Attachment A) Specifications
- Photographs of Existing Condition
- Photographs of Military Street Entryway for Reference
- Bid form

As set forth in the above Specifications.

The foregoing attachment(s) together with this document constitute the entire Contract between the Contractor and together with this document constitute the entire Contract and Owner covering the work. To the extent of any inconsistency between the provisions of this document and the attachment, the provisions of this document shall control.

**ITEM B - COMPENSATION**

Owner shall pay to the Contractor for performance of this Contract the sum of \$ \_\_\_\_\_ which sum shall not include any sales and use taxes. Payment shall be made at completion of project.

Any payment due hereunder may be withheld by Owner upon evidence of default by the Contractor in the performance of its obligations hereunder, but the making of any such payment shall not be construed as a waiver of any such default.

Upon completion of the work hereunder, the acceptance in writing thereof by Owner, the last payment due the Contractor under the Contract will be paid by Owner to the Contractor within thirty (30) days, provided, that the Contractor shall have furnished Owner with such evidence of the payment of all subcontractors and material as owner may reasonably require.

**ITEM C - INSPECTIONS**

All material, equipment and workmanship except as may be otherwise provided herein shall be subject to inspection, by Owner at any and all times during construction and/or manufacture and at any and all places where such construction and/or manufacture are carried on. Owner shall have the right to reject defective material, equipment and workmanship, and rejected materials and equipment shall be satisfactorily replaced with acceptable material and equipment, and Contractor shall promptly segregate and remove defective material and equipment from the premises.

#### **ITEM D - WARRANTY AND WORKMANSHIP**

The Contractor warrants the work to be performed and the materials and equipment to be furnished under this Contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance of the completed work. The Contractor agrees to perform the work in accordance with owner's directions, and specifications pertaining to the work in the best and most workmanlike manner by qualified, careful and efficient workers. Unless otherwise specified, all materials and equipment furnished hereunder shall be new. Within a reasonable time after receipt of written notice thereof, the Contractor shall, and shall require its subcontractors, to make good any defects in materials or workmanship which may develop during said warranty period and any consequential or incidental damage or injury caused by such defects of the repairing of the same at its own expense and without cost to Owner.

#### **ITEM E - CHANGES**

The Owner may at any time by a written order make changes in specifications, omit certain work and/or require additional work to be performed by the Contractor. If such changes or the addition of any project cause a material increase or decrease in the amount or character of the work performance, an equitable adjustment of compensation shall be made.

The terms and conditions of this Contract may be changed from time to time only by amendments to this Contract, which are signed by duly authorized officers of the parties hereto.

If any additional or different work be executed by the Contractor without previous amendment to this Contract or written order, no charge therefore will be allowed.

#### **ITEM F - EXCUSABLE DELAYS AND RELEVANT WORK CONDITIONS**

Either Owner or the Contractor shall be excused for any failure or delay in the performance of its obligations hereunder due to acts of God or of the public enemy, not proven to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of the several portions or the whole of the work be delayed as a result of one or more of the excusable delays set forth herein for which the Contractor is not responsible, and Owner does not elect to terminate the Contract as otherwise provided for herein, or should the Contractor be delayed in the prosecution of the work through the fault of any other Contractor employed by Owner.

The Contractor certifies hereby that it has had an opportunity to examine; has examined and has received a copy of the Attachment(s) referred to herein and fully acquainted itself with obstructions, actual levels, all other conditions relevant to the work, the site of the work, and its surroundings and assumes the risk of any variances between the actual conditions relevant to the work and the same as shown or represented in said Attachment(s), that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work; and that anything in the said Attachment(s) or in any representations, statements or information made or furnished by Owner, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, satisfactorily complete the work in accordance with the provisions of this Contract, and will assume full and complete responsibility for any such conditions relevant to the work, the site of the work or its surroundings, and all risks in connection therewith.

#### **ITEM G - PERMITS AND LICENSES**

The Contractor shall procure all necessary permits and licenses required for the work by Federal, State or local authorities, pay all fees in connection therewith and abide by all regulations, ordinances, codes and other rules of such authorities and give all stipulations and representations required thereby. The Contractor further agrees to save Owner and Owners' directors, officers and employees harmless from liability or penalty, which might be imposed by reason of an asserted violation of such regulations, ordinances, codes or other rules.

#### **ITEM H - CONTRACTOR'S STATUS AND RELATED MATTERS**

The relationship of the Contractor to Owner shall be that of independent contractor and nothing herein contained shall be construed as creating any other relationship, it being expressly agreed between the parties that any changes made shall not be construed as creating a joint venture between Owner and Contractor.

The Contractor shall accept, in connection with the work called for hereby exclusive liability for the payment of any taxes or contributions for Social Security, Unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by the Contractor to any and all persons employed by it in connection with the performance of the Work and comply with all valid Federal and State administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions.

Contractor certifies that the Contract price set forth herein includes all such taxes or contributions and agrees to indemnify and hold Owner and owner's directors, officers and employees harmless from and against any and all liability for the delay or failure of the Contractor and its subcontractors to pay any such taxes or contributions.

#### **ITEM I - TITLE**

Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors, who agree to make no claim against Owner for loss thereof or damage thereto.

#### **ITEM J - CONTRACTOR'S RESPONSIBILITY AND INSURANCE**

The Contractor agrees to secure and protect itself, and shall secure and indemnify Owner and owner's directors, officers and employees from any liability, claim of liability, expense, causes of action, loss or damage whatsoever for any injury, including death, to any person or property in the performance of this Contract, unless such injury is caused by the sole negligence of Owner, it being the intent of this agreement to protect and indemnify Owner from any and all loss arising out of or in connection with the work performed under this Contract, unless such loss is caused by the sole negligence of Owner. The Contractor agrees to carry as are satisfactory to Owner covering the work hereof:

Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the State in which the work of any portion of the work is performed.

General Liability Insurance including accidental death, property damage, automobile liability, and contractual liability insurance.

The Contractor and any subcontractor hereunder agree in the performance of the work to comply with all applicable fire safety requirements of the National Fire Protection Association, that it will adhere to all Federal, State and local laws pertaining to fire protection, and that it will abide and be governed by the rules and regulations pertaining to fire protection prescribed by Owner.

#### **ITEM K - FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

In the execution of this Contract, the Contractor agrees to comply with and give all stipulations and representations required by applicable Federal, State and local laws, and further agrees to include a similar statement to the foregoing effect as a part of all subcontracts entered into by the Contractor in connection with this Contract. This Contract and the performance hereof, are expressly subject to all rules, regulations and requirements of the United States Government and of owner.

**ITEM L - OWNER'S REPRESENTATIVE**

Owner shall designate in writing a project representative or representatives, who shall have authority to act on behalf of the Owner in all matters concerning the work, including amendment to this Contract. Owner's on-site representative shall be Dan Bouchard (207) 538-7670 and Owner's project representative shall be Bryan V. Jandreau (207) 493-6305.

**ITEM M - CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate in writing a representative or representatives who shall be available at all times at the site of the work during the progress thereof and who shall have authority to act for the Contractor in all matters concerning the work, excepting, however, such representative or representatives shall not be empowered to amend this Contract.

**ITEM N - LIQUIDATION DAMAGES**

If the Contractor is in violation of any of the terms of this contract, or if the Owner or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Owner shall notify the Contractor in writing, setting forth the basis for the Owner's complaint. Upon receipt of such notice, the Contractor shall have seven (7) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the seven (7) day period, the Owner's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Owner will, notify the Contractor in writing to discontinue all work to be performed under this contract. The Owner may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

**ITEM O - CONTRACT TERMINATION**

Should the Contractor fail to complete the work within the time frame specified in the contract and any time extension change orders, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount.

**ITEM P - CONSTRUCTION OF THIS CONTRACT**

This contract shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Maine, United States of America. Captions used in this Contract are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

Entryway Steps Replacement Project - 2022  
COUNTY OF AROOSTOOK  
SHERIFF'S OFFICE BUILDING  
HOULTON, MAINE

**ENTRYWAY STEPS REPLACEMENT PROJECT 2022  
COUNTY OF AROOSTOOK  
SHERIFF'S OFFICE BUILDING  
HOULTON, MAINE**

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

WITNESSES:

\_\_\_\_\_

OWNER:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Agreement Date \_\_\_\_\_

This "Contract Conditions", as part of the Attachment A (specifications), forms the mutual covenants and agreements between

The Owner \_\_\_\_\_

and the Contractor; \_\_\_\_\_

\_\_\_\_\_ do hereby mutually agree to perform as required by the Specifications and the Contract.

# COUNTY OF AROOSTOOK

County Commissioners' Office - Ryan D. Pelletier, County Administrator  
Board of Commissioners: Paul J Adams, Houlton - Norman L. Fournier, Wallagrass - Paul J. Underwood, Presque Isle

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DT: May 2, 2022  
TO: Ryan D. Pelletier, County Administrator  
FR: Bryan V. Jandreau, Facilities & IT Director  
RE: Parking Lot Repaving Project

Below are the bid results for the Parking Lot Repaving Project at the Caribou Courthouse.

North East Paving:	\$123,700.00
Caron Paving & Sealing, Co.	\$149,850.25
NJT Paving, LLC	\$225,000.00
Trombley Industries	\$145,175.00

The low bidder is \$47,317.07 over available funds. This is a critical project that I highly recommend implementing. There are a number of options to adequately fund this project:

#### Option #1

Paul Bernier, Community Services Director, has indicated that the Unorganized Territories has available \$24,000.00. Use of Contingency funds for balance allowance of \$24,000.00.

#### Option #2

Unorganized Territories available funds \$24,000.00 and utilize an allowance of \$24,000.00 from the \$60,937.06 Cupola Renovations Fund and replace the funds for this account over the next two or three budget processes.

#### Option #3

Unorganized Territories available funds \$24,000.00 and allocated \$24,000.00 of American Rescue Plan Act (ARPA) funds.

#### Option #4

Allocate \$48,000.00 of American Resue Pan Act (ARPA) funds.

It is my recommendation that the County of Aroostook accept the low bid from North East Paving at \$123,700.00 and fund this project through one of the suggested options or by some other means. Your consideration to implement this project is important and sincerely appreciated.

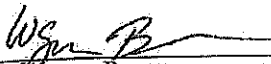
Section 2  
BID PROPOSAL FORM  
County of Aroostook  
PARKING LOT REPAVING  
Caribou Courthouse  
144 Sweden Street, Caribou, Maine.

Lump Sum Bid amount: \$           \$123,700.00          

Provide detailed documentation of project implementation plan with this bid.

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications, the undersigned propose to re-pave the parking lot at the Caribou Courthouse and reasonable incidentals for a fully operational parking lot to meet the Owner's needs as outline in the bid documents.

The undersigned agrees, if the proposal is accepted, to submit all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance and sign a project contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed:                       
          Wayne Berry  
Print name:           Division Manager Maine Asphalt and Operations            
          Eurovia Atlantic Coast, LLC; d/b/a  
Name of Firm:           Northeast Paving Company            
Address:           953 Odlin Road Bangor, Maine 04401            
Telephone:           207-945-0873            
Cellular Telephone:           207-356-0355            
Fax:           207-945-0874            
Email:           Wayne.Berry@Eurovia.us            
Website:           

\*Proof of experience: Three (3) letters of professional recommendation shall be provided with bid.



April 29, 2022

Ryan D. Pelletier  
County Administrator  
144 Sweden Street, Suite 1  
Caribou, Maine 04736

Re: Courthouse Parking Lot Re Paving

❖ NAME AND QUALIFICATIONS OF THE PROJECT COORDINATORS:

- Richard Sheldon – Operations Manager has over 34 years of experience with Northeast Paving.
- Rudy Bretzke – Project Superintendent has over 20 years of experience with Northeast Paving

Northeast Paving, has been producing Asphalt for over 52 years at our Reach Road facility in Presque Isle. Our finished product is tested daily to maintain quality and to continually meet Maine Department of Transportation specifications.

❖ SIMILAR WORK PERFORMED AND REFERENCES:

- Town of Madawaska – Street Paving  
Kevin Dube  
328 St. Thomas Street Suite 101  
Madawaska, Maine 04756  
207-728-6351
- City of Caribou – Street Milling/Paving  
Dave Ouellette  
25 High Street  
Caribou, Maine 04736  
207-493-4211
- Town of Mapleton – Street Paving  
Chris Woodworth  
103 Pulcifer Road  
PO Box 500  
Mapleton, Maine 04757-0500  
207-764-3754

Northeast paving  
P.O. Box 827  
Presque Isle, Me 04769  
T 207-764-4137 F 207-764-3439



April 29, 2022

Ryan D. Pelletier  
County Administrator  
144 Sweden Street, Suite 1  
Caribou, Maine 04736

Re: Courthouse Parking Lot Re Paving

Our Paving plan will be as followed:

- 1 Coordinate with onsite staff on a plan to keep access. Pick two days with less impacts on court.
- 2 Remove and replace all damaged curb sections.
- 3 Butt Joints as needed.
- 4 Gravel Work at the EMA Building.
- 5 Section #1 Pave Shim and Surface on ½ of the parking lot leaving parking in the Washburn street parking area.
- 6 Section #2 Pave Shim and surface on the Washburn road Parking lot and the area behind the courthouse and the roadway back onto Sweden Street.
- 7 Cleanup Loam and seed and De Mob.

If you have any questions please feel free to give me a call at 207-764-4137

Very truly yours,

Richard Sheldon  
Operations Manager

Northeast paving  
P.O. Box 627  
Presque Isle, Me 04769  
T 207-764-4137 F 207-764-3439



Section 2  
**BID PROPOSAL FORM**  
County of Aroostook  
PARKING LOT REPAVING  
Caribou Courthouse  
144 Sweden Street, Caribou, Maine.

Lump Sum Bid amount: \$ 225,000

**Provide detailed documentation of project implementation plan with this bid.**

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications, the undersigned propose to re-pave the parking lot at the Caribou Courthouse and reasonable incidentals for a fully operational parking lot to meet the Owner's needs as outline in the bid documents.

The undersigned agrees, if the proposal is accepted, to submit all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance and sign a project contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed: Nick Theriault

Print name: Nick Theriault

Name of Firm: NJT Parking LLC

Address: 99 Charette Hill Road

Telephone: \_\_\_\_\_

Cellular Telephone: 207-846-0014

Fax: \_\_\_\_\_

Email: NJTtrucking@gmail.com

Website: \_\_\_\_\_

\*Proof of experience: Three (3) letters of professional recommendation shall be provided with bid.

Section 2  
BID PROPOSAL FORM  
County of Aroostook  
PARKING LOT REPAVING  
Caribou Courthouse  
144 Sweden Street, Caribou, Maine.

Lump Sum Bid amount: \$ 145,175.00

**Provide detailed documentation of project implementation plan with this bid.**

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications, the undersigned propose to re-pave the parking lot at the Caribou Courthouse and reasonable incidentals for a fully operational parking lot to meet the Owner's needs as outline in the bid documents.

The undersigned agrees, if the proposal is accepted, to submit all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance and sign a project contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed: Craig Trombley  
Print name: Craig Trombley  
Name of Firm: Trombley Industries, Inc.  
Address: 849 Access Highway, Limestone, Maine 04750  
Telephone: (207) 328-4503  
Cellular Telephone: (207) 551-3710  
Fax: (207) 328-9989  
Email: Trombleyind@hotmail.com  
Website: \_\_\_\_\_

\*Proof of experience: Three (3) letters of professional recommendation shall be provided with bid.

**TROMBLEY INDUSTRIES, INC.**  
**849 ACCESS HIGHWAY**  
**LIMESTONE, MAINE 04750**  
**(207) 328-4503**

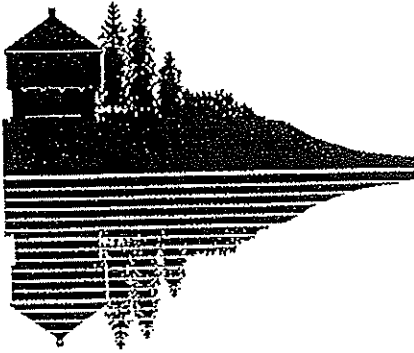
- A. Company qualifications:**
- 1. Member of the Maine Asphalt Pavement Association**
  - 2. In business 56 years**
  - 3. 31 years in the hot top business**
  - 4. Paving roads for State and towns since 1998. (24 years)**
- B. Project Coordinator**
- 1. Craig Trombley**
  - 2. Paving Supervisor for 18 years**
  - 3. Attended paving seminar in 1996,1998,2000, and 2015**
- C. Time frame to complete this project: 2 weeks**
- D. Similar work performed:**
- 1. City of Presque Isle – Chip sealed 2020**
  - 1A. MDOT – LCP projects in Presque Isle & Fort Kent 2016/2017/2019**  
Reference: Roger Barnes
  - 2. City of Caribou in 2000 – 2008, 2010,2011, 2014 – 2016, 2019**  
Reference: Dave Ouellette-highway foreman (493-4211)
  - 3. Town of Fort Kent in 2003-2007, 2010, 2014-2017, 2018, 2019, 2020, 2021**  
Reference: Tony Theriault (834-3253)
  - 4. Town of Washburn and Wade in 2020,2021**  
Reference: Daryl Sponberg (MDOT) – (551-4201)
  - 5. Town of Frenchville and New Canada in 2003, 2010, 2014 & 2015**  
Reference: Bertrand Albert-highway foreman (543-7301)
  - 6. Towns of Limestone, Loring, and Caswell in 2000 - 2015**  
Reference: Mike Cote- highway foreman (325-4505)
  - 7. Towns of Mapleton, Westfield, Wade -2002,2012,2014, 2019, 2020, 2021**  
Reference: Chris Woodworth – (227-1346)
  - 8. Town of Fort Fairfield- 2004, 2005,2009, and 2014**  
Reference: George Watson- highway foreman
  - 9. Town of Westmanland- 2005**  
Reference: Sharon Olmstead- Town clerk
  - 10. Town of Castle Hill and Chapman 2002, 2005, 2011, 2014, 2019, 2020, 2021**  
Reference: John - Town Manager
  - 11. County of Aroostook- 2004, 2005, 2006, 2010, and 2011, 2014**  
Reference: Paul Bernier- County Road Commissioner
  - 12. MDOT small quantity paving 2001,2002,2006, 2011-2015,2017,2018, 2020, 2021**

**Reference: Brent Bubar- MDOT**

- 13. City of Presque Isle - 2008, 2013, 2015, 2017,2020**

**Reference: Chris Perkins – Highway Foreman**

- 14. Paved for the Town of Woodland – 2009**
- 15. Paved for the Town of Ashland – 2009 and 2010**
- 16. Paved for the Town of Cyr Plantation – 2014 & 2020**
- 17. Paved for the Town of Van Buren - 2015 & 2020**
- 18. Paved for the MDOT in Woodland 2015**
- 19. Paved for , St. Agatha, Eagle Lake 2018 & Mars Hill 2018 & 2020**
- 20. Paved for the Town of Bridgewater 2018, 2019, 2020, 2021**
- 21. Paved for the following Utilities Districts**  
**Presque-Isle Van Buren**  
**Caribou Ashland**  
**Washburn**  
**Fort Fairfield**
- 22. Paved for the following contractors:**  
**Soderberg Construction**  
**McGillan Inc.**  
**Ed Pelletier & Sons**  
**Langille Construction**  
**Buck Construction**  
**Earthworks (Mike Martin)**  
**John T. Noble**  
**M.J. Ouellette**  
**Alan Trombley Construction**  
**Larry's Construction**



Town Of / Municipalité de  
**Fort Kent**

416 West Main St., Fort Kent, ME 04743-1040

Phone / Téléphone: (207) 834-3090  
(207) 834-3136  
Fax / Télécopieur: (207) 834-3126  
[www.fortkent.org](http://www.fortkent.org)

April 26, 2022

County of Aroostook  
Aroostook County Superior Court  
144 Sweden Street  
Caribou, ME 04736

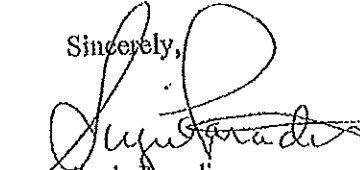
RE: Paving Bid

Dear Mr. Bernier

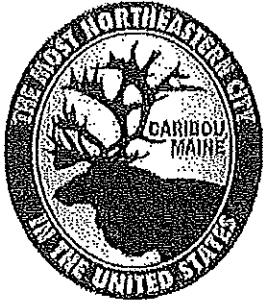
Trombley Industries has worked with the Town of Fort Kent for over 20 years, providing pavement contracts for all our town-wide paving projects. I would recommend Trombley Industries for your current and any other paving bids you may have in the future. During my tenure as Town Manager, I feel they have worked in an efficient and professional manner to meet their contract requirements for the Town of Fort Kent's pavement needs.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Suzie Paradis  
Town Manager



To whom It may concern,

As the caribou public works director, we have used Trombley Industries to do paving for us. Some of the projects included a municipal partnership initiative with the MDOT for downtown Sweden Street and the mill and fill project on High Street. Many of our local roads have been paved by Trombley's including our fire station parking lots, our police station parking lot, and the Nylander Museum parking lot.

For the 2022 paving season Trombley industries has been awarded two large projects on our roads along with a mill and fill project for our Bennett Drive.

It is my opinion as the public works director you will not have any problems with the quality paving that Trombley's Industries will do for you.

April 28, 2022,

David Ouellette

Caribou public works director

# TOWN OF WASHBURN

1287 Main Street, Washburn, ME 04786

Telephone: 455-8485 • Fax: 207-455-4319

E-Mail: [townmanager@washburnmaine.org](mailto:townmanager@washburnmaine.org)

[www.washburnmaine.org](http://www.washburnmaine.org)

April 29, 2022

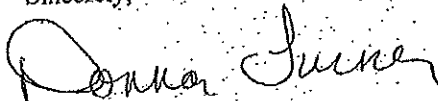
Maine District Court  
144 Sweden Street, #104  
Caribou, ME 04736

To whom it may concern:

Over the past five years the Town of Washburn has done some significant road paving. Four of these five years the contract has been awarded to Craig Trombley at Trombley Industries. Each year they have worked for the Town of Washburn, they have done what they have promised and we can always count on them to provide a level of service that is second to none. The jobs have always been done in a timely manner and done to the specifications required.

I would never hesitate to hire this company for any paving project, large or small. They will provide you with quality work.

Sincerely,



Donna Turner  
Washburn Town Manager

County of Aroostook  
**COMMISSIONERS' OFFICE**

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COUNTY ADMINISTRATOR  
RYAN D. PELLETIER



COUNTY COMMISSIONERS

PAUL J. ADAMS  
HOULTON

NORMAN L. FOURNIER  
WALLAGRASS

PAUL J. UNDERWOOD  
PRESQUE ISLE

**REQUEST FOR PROPOSAL (Bids)**  
**PARKING LOT REPAVING**  
Caribou, Maine

The County of Aroostook is soliciting proposals (BIDS) for the repaving of the parking lot at the Caribou Courthouse, 144 Sweden Street, Caribou, Maine.

Specifications and information can be obtained from: Bryan Jandreau, Facilities & IT Director, email: [bryan.jandreau@aroostook.me.us](mailto:bryan.jandreau@aroostook.me.us); phone: (207)-493-6305, or by visiting the bid proposal section of the Aroostook County Website at <http://www.aroostook.me.us>

Bids must be sealed and marked "Parking Lot Repaving – Do Not Open" and received at the office of the County Commissioners' no later than 4:30 p.m., Friday, April 29, 2022. Bids shall be presented to the County Commissioners at a public meeting on Wednesday, May 18, 2022, at 1:00 p.m. in the second floor conference room of the Sheriff's Office Building, 25 School Street, Houlton, Maine.

Submit bids to:

Ryan D. Pelletier  
County Administrator  
144 Sweden Street, Suite 1  
Caribou, Maine 04736

The County Commissioners reserve the right to accept or reject any or all bids.

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COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE 04736

Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [rvn@aroostook.me.us](mailto:rvn@aroostook.me.us)

Specifications (Attachment A)  
Parking Lot Repaving – 2022  
County of Aroostook  
Caribou Courthouse  
Caribou, Maine

**1. Project in General Terms**

- A. In general terms this project consists of repaving all existing pavement and the paving of a new walkway at the Caribou Courthouse.

**2. General Description**

- A. Provide and furnish all necessary labor, equipment and materials in connection with repaving the parking lot at the Caribou Courthouse, 144 Sweden Street, Caribou, Maine 04736.
- B. This repaving project includes, but is not limited to:
  - a. Complete preparation of existing conditions that are appropriate for repaving.
  - b. One (1") inch uniformly blended binder/shim coat of 12.5 mm hot asphalt mix.
  - c. One and one half (1 ½") inch uniform finish coat of 9.5 mm hot asphalt mix.
  - d. Replacing all broken/deteriorated curbing.
  - e. All hot asphalt materials, both shim and finish coats shall be rolled at an appropriate compaction for commercial parking lots.
- C. Provide any and all subcontract work, as needed.

**3. References**

- A. Unless otherwise specified or indicated, materials and workmanship shall conform to the latest edition of the following standards and specifications.
  - a. American National Standards Institute
  - b. Underwriters Laboratories, Inc.
  - c. American Society for Testing and Materials
  - d. National Fire and Protection Association
- B. All work shall be conducted in accordance with all federal, state and local safety codes, rules and laws.
- C. Contractor shall be responsible for acquiring any and all required licenses, and permits from local, state and federal governments.
  - a. Because of paving work taking place around an underground fuel storage tank; the Contractor shall be responsible for obtaining any and all permits and notification to and from the Department of Environmental Protection.

- D. Contractor shall be responsible for calculating the square footage of the parking lot.
  - a. For general reference the parking lot area to be repaved consists of approximately fifty-two thousand square feet (52,000 sq').

#### 4. Materials

- A. All materials used shall be of commercial grade, heavy duty.

#### 5. Demolition and Work Area

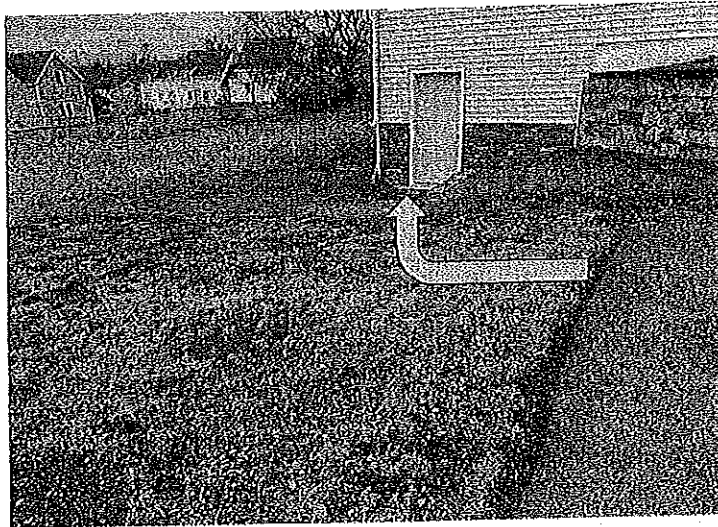
- A. The Contractor shall be responsible for all equipment used, e.g.: pavers, rollers, trucks, tools, etc.
  - a. All equipment used shall meet all required safety inspections and regulatory requirements of said equipment.
  - b. Paver shall be of sufficient class and size to place hot mix asphalt pavement in an adequate manner for the size of this parking lot project.
  - c. Paver shall be in good mechanical condition, capable of spreading asphalt to industry standards.
    - 1. Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements outlined in the specifications.
  - d. Rollers shall be of sufficient class and size to roll/compact hot mix asphalt pavement in an adequate manner for the size of this parking lot project.
    - 1. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction.
    - 2. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface.
    - 3. The use of rollers, which result in crushing of the aggregate shall not be permitted.
- B. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the Contractor shall spread, rake, and lute the hot mix asphalt with hand tools to provide the required compacted thickness to match asphalt that is applied by mechanical means.
- C. Contractor shall be responsible for any and all disposal and costs for all materials designated for proper removal off the site, such as, but not limited to, old broken curbing, asphalt mix over-spill, etc.
  - a. All materials shall be disposed of in accordance with all federal, state and local landfill laws and regulations.
- D. Work areas are to be kept clean and free of hazardous materials.
- E. An effort is to be made to minimize inconvenience to employees/tenants and to protect the safety of such employees/tenants.
  - a. *The Contractor shall coordinate with the Owner to make sure equipment fumes do not impede facility operations, e.g., facility air handling equipment shall be turned off during project work whenever possible.*

- F. Take care not to damage, in any way, areas of the building and properties, inside and outside the demolition and construction areas. Take particular care not to damage shrubs, trees and landscaping. Repair of any said damage shall be at the Contractor's expense. (Damage to the building and/or landscape shall be the Contractor's responsibility to repair and return to original condition.)
  - a. Landscape repair shall include, but is not limited to, leveling, loaming, seeding and haying.
- G. Proper barricades and signage shall be used by the Contractor to provide notice to employees/tenants and the general public of "Caution, Work in Progress".

## 6. Installation

- A. Preparation and finish work shall be completed by experienced professionals in the trades for which work they shall be doing.
  - a. Proof of experience with paving, shall be provided with bid.
  - b. Three (3) letters of professional recommendation shall be provided with bid.
- B. Contractor shall thoroughly clean, as needed, the surface upon which hot mix asphalt pavement is to be placed of all objectionable material.
- C. Immediately after the hot mix asphalt has been spread and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the hot mix asphalt by rolling.
- D. Along the buildings, curbs, walls and other places not accessible to the roller, the contractor shall thoroughly compact the hot mix asphalt with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment.
- E. *All work (work schedule) shall be coordinated in advance between the Contractor and Owner to meet the scheduling needs of the County of Aroostook, the Maine Court System and tenants of the Caribou Courthouse.*
  - a. *There may be delays in the work based on the Judicial Branch (court) schedules.*
- F. Any hot mix asphalt that becomes unacceptable due to cooling cracking, or deformation as a result of interruption in mix delivery shall be removed and replace with material that meets paving needs at no cost to the Owner.
- G. New pavement installed around the existing fuel tank concrete pad shall be feathered to meet a level/flush elevation to the concrete.
  - a. The new pavement shall "butt-up" against the existing concrete pad and not overlap or overlay onto the concrete pad.
- H. Where newly installed pavement joins existing pavement, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint.

- a. Broken or raveled edges where new and old pavement join will not be permitted.
- I. Contractor shall provide all needed traffic control.
  - a. Lack of parking/alternate parking locations shall be posted along with the use of safety orange cones.
    - 1. *The Contractor and Owner shall coordinate alternate parking arrangements in advance of starting the project.*
  - b. *The Contractor shall ensure that all public highway traffic on both Sweden and Washburn Streets shall not be closed to passage at any time because of this paving project.*
- J. Contractor shall take appropriate steps to be aware of and prevent against damage to any and all aerial wires at the project site.
  - a. The Contractor shall make all workers and subcontractors aware of any and all aerial wires at the project site and to take necessary precautions to prevent any such damage.
  - b. Any damage to aerial wires at the project site shall be the Contractor's responsibility to repair and return to original working condition, including any and all such costs associated with said damage.
- K. Contractor shall be responsible for providing any and all dust control as needed.
- L. Install/apply all materials in accordance with manufactures recommendations.
- M. There shall be a "NEW" paved walkway installed from the exiting parking lot to the basement door of the Emergency Management Agency (EMA) basement.
  - a. The Contractor shall prepare the unpaved surface to industry standards for receiving hot asphalt mix.
  - b. The new walkway shall have one (1") inch uniformly blended binder/shim coat of 12.5 mm hot asphalt mix and one and one half (1 ½") inch uniform finish coat of 9.5 mm hot asphalt mix.
  - c. The new walkway shall be sloped in such a manner that there is no rain/water runoff towards or inhibiting the basement of the EMA basement.



#### 7. Insurance

- A. Proof of general liability insurance including accidental death, property damage, automobile liability, contractual liability, workers' compensation insurance or State of Maine predetermination letter of workers' compensation shall be provided to the Owner before work is started.

#### 8. Completion

- A. This Parking Lot Repaving Project shall be completed, with all Contractor and subcontractor materials/equipment removed from the property sixty (60) days from the contract signing date.
- B. If project is not completed by the completion date, the Owner may deduct one hundred dollars (\$100.00) per day from the contract price for each day the project is not completed.

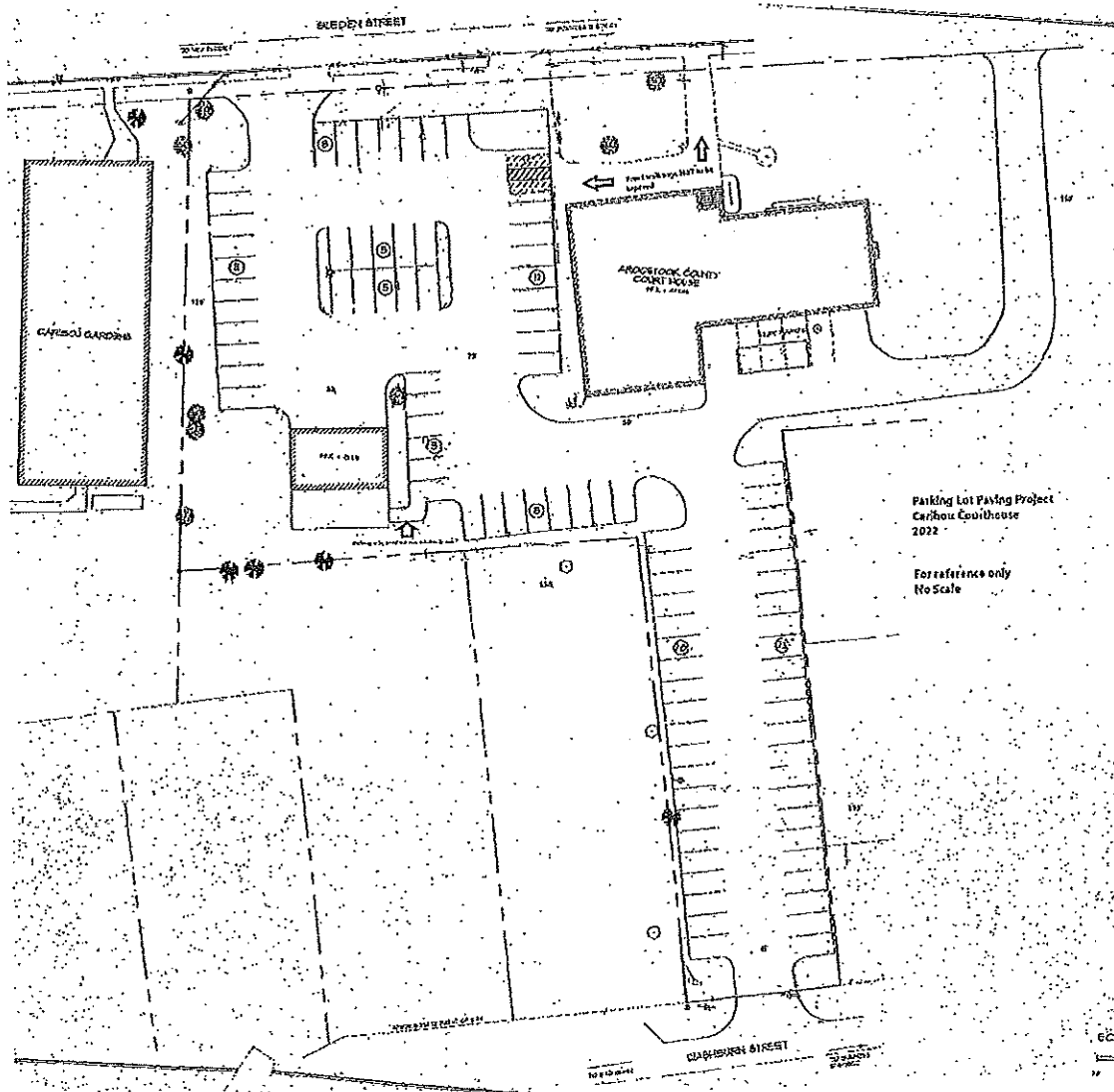
#### 9. Novel Corona Virus – Covid-19 Protocols

- A. All Contractors and Sub-contractors shall be required to adhere to County of Aroostook policies regarding the Novel Corona Virus, Covid-19.
  - a. Masks are currently optional inside all County of Aroostook facilities.
  - b. Masks are currently not required on outside County of Aroostook property.

Parking Lot Paving Project - 2022  
COUNTY OF AROOSTOOK  
Caribou Courthouse  
Caribou, Maine

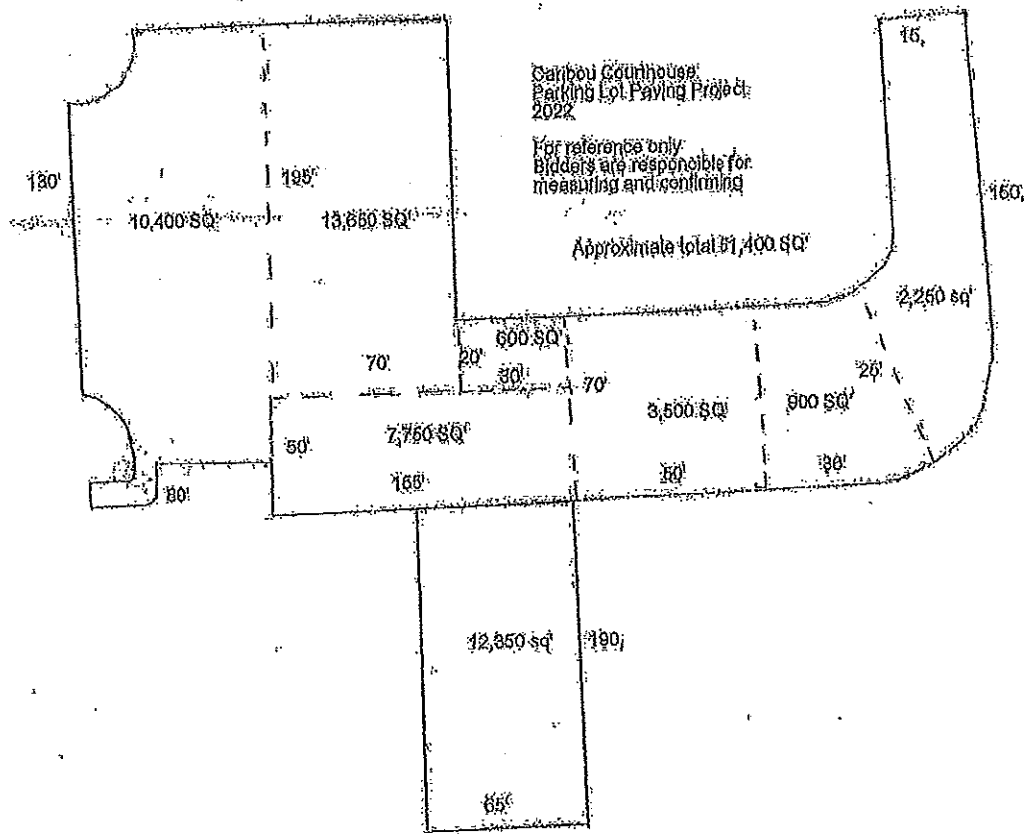
General drawing of the Caribou Courthouse parking lot.  
No scale

It is the Contractors responsibility to confirm exact measurements required for this project.



Parking Lot Repaving Project - 2022  
COUNTY OF AROOSTOOK  
Caribou Courthouse  
Caribou, Maine

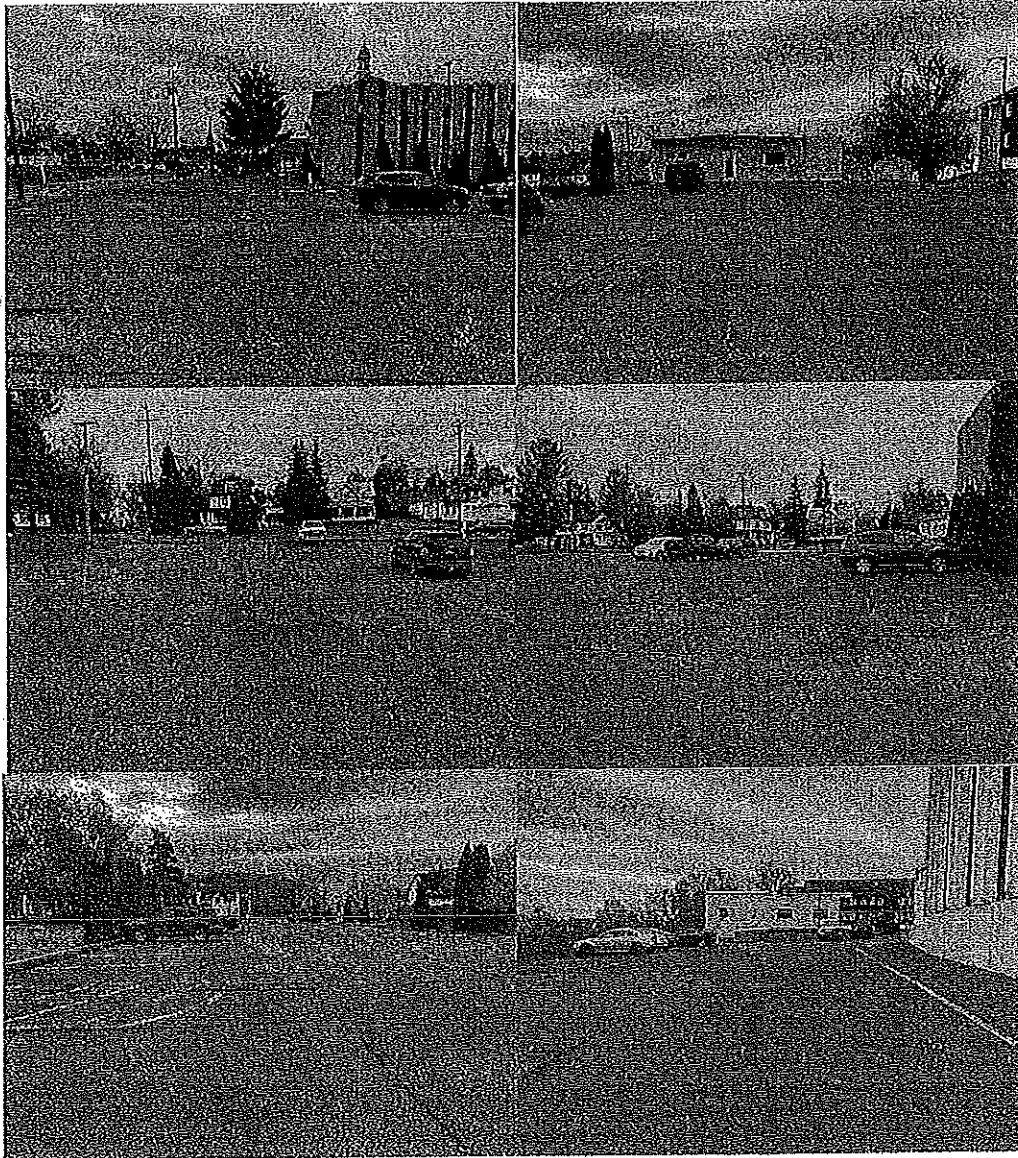
Approximate parking lot size (It is the Contractor's responsibility to verify square footage of the project).

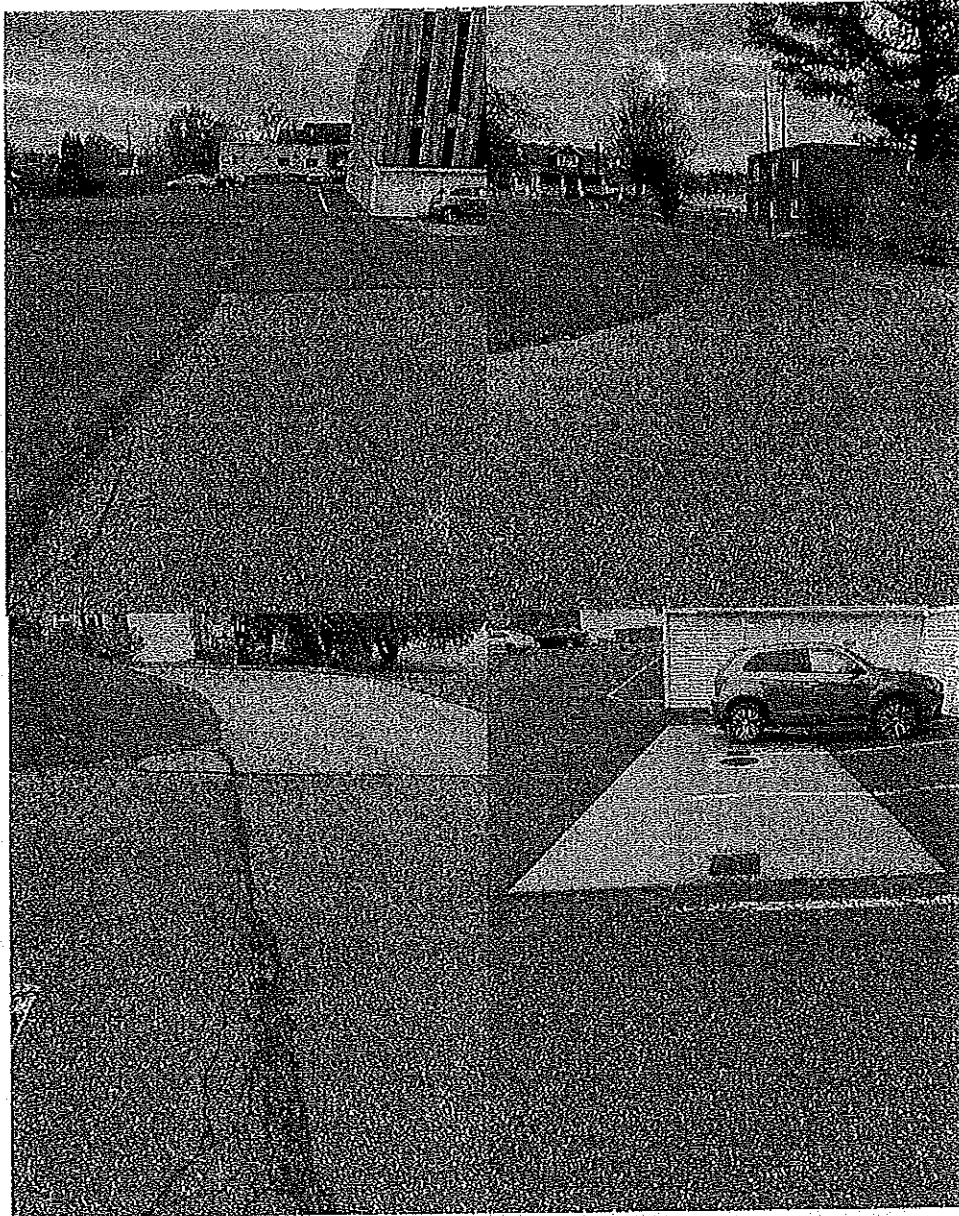


**Parking Lot Paving Project -- 2022, Caribo Courthouse, Caribou, Maine**

Photographs of existing conditions as of the fall of 2021.

It is the responsibility of bidders to make an on-site inspection of existing conditions.





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COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE 04736

Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [evnn@arostook.me.us](mailto:evnn@arostook.me.us)

**Parking Lot Repaving Project - 2022**  
**COUNTY OF AROOSTOOK**  
**Caribou Courthouse**  
**Caribou, Maine**

**CONTRACT CONDITIONS**

In consideration of the conditions and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

**ITEM A - STATEMENT OF WORK**

The Contractor shall furnish all labor, materials and equipment and shall perform all work required and necessary for the repaving of a parking lot located at the Caribou Courthouse, 144 Sweden Street, Caribou, Maine, 04736. This work shall be done for the Aroostook County Government, County Commissioners' Office, 144 Sweden Street, Suite 1, Caribou, Maine, 04736; referred to as Owner of such property/facility. All "work" shall be in accordance with the terms of this Contract and of the part hereof, designated as follows:

- (Attachment A) Specifications
- Bid form
- General drawing
- Photographs of existing conditions

As set forth in the above Specifications.

The foregoing attachment(s) together with this document constitute the entire Contract between the Contractor and together with this document constitute the entire Contract and Owner covering the work. To the extent of any inconsistency between the provisions of this document and the attachment, the provisions of this document shall control.

**ITEM B - COMPENSATION**

Owner shall pay to the Contractor for performance of this Contract the sum of \$ \_\_\_\_\_ which sum shall not include any sales and use taxes. Payment shall be made at completion of project.

Any payment due hereunder may be withheld by Owner upon evidence of default by the Contractor in the performance of its obligations hereunder, but the making of any such payment shall not be construed as a waiver of any such default.

Upon completion of the work hereunder, the acceptance in writing thereof by Owner, the last payment due the Contractor under the Contract will be paid by Owner to the Contractor within thirty (30) days, provided, that the Contractor shall have furnished Owner with such evidence of the payment of all subcontractors and material as Owner may reasonably require.

**ITEM C - INSPECTIONS**

All material, equipment and workmanship except as may be otherwise provided herein shall be subject to inspection, by Owner at any and all times during construction and/or manufacture and at any and all places where such construction and/or manufacture are carried on. Owner shall have the right to reject defective material, equipment and workmanship, and rejected materials and equipment shall be satisfactorily replaced with acceptable material and equipment, and Contractor shall promptly segregate and remove defective material and equipment from the premises.

#### ITEM D - WARRANTY AND WORKMANSHIP

The Contractor warrants the work to be performed and the materials and equipment to be furnished under this Contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance of the completed work. The Contractor agrees to perform the work in accordance with Owner's directions, and specifications pertaining to the work in the best and most workmanlike manner by qualified, careful and efficient workers. Unless otherwise specified, all materials and equipment furnished hereunder shall be new. Within a reasonable time after receipt of written notice thereof, the Contractor shall, and shall require its subcontractors, to make good any defects in materials or workmanship which may develop during said warranty period and any consequential or incidental damage or injury caused by such defects of the repairing of the same at its own expense and without cost to Owner.

#### ITEM E - CHANGES

The Owner may at any time by a written order make changes in specifications, omit certain work and/or require additional work to be performed by the Contractor. If such changes or the addition of any project cause a material increase or decrease in the amount or character of the work performance, an equitable adjustment of compensation shall be made.

The terms and conditions of this Contract may be changed from time to time only by amendments to this Contract, which are signed by duly authorized officers of the parties hereto.

If any additional or different work be executed by the Contractor without previous amendment to this Contract or written order, no charge therefore will be allowed.

#### ITEM F - EXCUSABLE DELAYS AND RELEVANT WORK CONDITIONS

Either Owner or the Contractor shall be excused for any failure or delay in the performance of its obligations hereunder due to acts of God or of the public enemy, not proven to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of the several portions or the whole of the work be delayed as a result of one or more of the excusable delays set forth herein for which the Contractor is not responsible, and Owner does not elect to terminate the Contract as otherwise provided for herein, or should the Contractor be delayed in the prosecution of the work through the fault of any other Contractor employed by Owner.

The Contractor certifies hereby that it has had an opportunity to examine; has examined and has received a copy of the Attachment(s) referred to herein and fully aquatinted itself with obstructions, actual levels, all other conditions relevant to the work, the site of the work, and its surroundings and assumes the risk of any variances between the actual conditions relevant to the work and the same as shown or represented in said Attachment(s), that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work; and that anything in the said Attachment(s) or in any representations, statements or information made or furnished by Owner, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, satisfactorily complete the work in accordance with the provisions of this Contract, and will assume full and complete responsibility for any such conditions relevant to the work, the site of the work or its surroundings, and all risks in connection therewith.

#### ITEM G - PERMITS AND LICENSES

The Contractor shall procure all necessary permits and licenses required for the work by Federal, State or local authorities, pay all fees in connection therewith and abide by all regulations, ordinances, codes and other rules of such authorities and give all stipulations and representations required thereby. The Contractor further agrees to save Owner and Owners' directors, officers and employees harmless from liability or penalty, which might be imposed by reason of an asserted violation of such regulations, ordinances, codes or other rules.

#### ITEM H - CONTRACTOR'S STATUS AND RELATED MATTERS

The relationship of the Contractor to Owner shall be that of independent contractor and nothing herein contained shall be construed as creating any other relationship, it being expressly agreed between the parties that any changes made shall not be construed as creating a joint venture between Owner and Contractor.

The Contractor shall accept, in connection with the work called for hereby exclusive liability for the payment of any taxes or contributions for Social Security, Unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by the Contractor to any and all persons employed by it in connection with the performance of the work and comply with all valid Federal and State administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions.

Contractor certifies that the contract price set forth herein includes all such taxes or contributions and agrees to indemnify and hold Owner and owner's directors, officers and employees harmless from and against any and all liability for the delay or failure of the Contractor and its subcontractors to pay any such taxes or contributions.

#### ITEM I - TITLE

Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors, who agree to make no claim against Owner for loss thereof or damage thereto.

#### ITEM J - CONTRACTOR'S RESPONSIBILITY AND INSURANCE

The Contractor agrees to secure and protect itself, and shall secure and indemnify Owner and owner's directors, officers and employees from any liability, claim of liability, expense, causes of action, loss or damage whatsoever for any injury, including death, to any person or property in the performance of this Contract, unless such injury is caused by the sole negligence of Owner, it being the intent of this agreement to protect and indemnify Owner from any and all loss arising out of or in connection with the work performed under this Contract, unless such loss is caused by the sole negligence of Owner. The Contractor agrees to carry as are satisfactory to Owner covering the work hereof:

Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the State in which the work of any portion of the work is performed.

General Liability Insurance including accidental death, property damage, automobile liability, and contractual liability insurance.

The Contractor and any subcontractor hereunder agree in the performance of the work to comply with all applicable fire safety requirements of the National Fire Protection Association, that it will adhere to all Federal, State and local laws pertaining to fire protection, and that it will abide and be governed by the rules and regulations pertaining to fire protection prescribed by Owner.

#### ITEM K - FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

In the execution of this Contract, the Contractor agrees to comply with and give all stipulations and representations required by applicable Federal, State and local laws, and further agrees to include a similar statement to the foregoing effect as a part of all subcontracts entered into by the Contractor in connection with this Contract. This Contract and the performance hereof, are expressly subject to all rules, regulations and requirements of the United States Government and of owner.

**ITEM L - OWNER'S REPRESENTATIVE**

Owner shall designate in writing a project representative or representatives, who shall have authority to act on behalf of the Owner in all matters concerning the work, including amendment to this Contract. Owner's project representative shall be Bryan V. Jandreau (207) 493-6305.

**ITEM M - CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate in writing a representative or representatives who shall be available at all times at the site of the work during the progress thereof and who shall have authority to act for the Contractor in all matters concerning the work, excepting, however, such representative or representatives shall not be empowered to amend this Contract.

**ITEM N - LIQUIDATION DAMAGES**

If the Contractor is in violation of any of the terms of this contract, or if the Owner or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Owner shall notify the Contractor in writing, setting forth the basis for the Owner's complaint. Upon receipt of such notice, the Contractor shall have seven (7) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the seven (7) day period, the Owner's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Owner will, notify the Contractor in writing to discontinue all work to be performed under this contract. The Owner may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

**ITEM O - CONTRACT TERMINATION**

Should the Contractor fail to complete the work within the time frame specified in the contract and any time extension change orders, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount.

**ITEM P - CONSTRUCTION OF THIS CONTRACT**

This contract shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Maine, United States of America. Captions used in this Contract are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

Parking Lot Repaving Project - 2022  
COUNTY OF AROOSTOOK  
Caribou Courthouse  
Caribou, Maine

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COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE 04736

Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [ryan@arostook.maine.us](mailto:ryan@arostook.maine.us)

Parking Lot Repaving Project - 2022  
COUNTY OF AROOSTOOK  
Caribou Courthouse  
Caribou, Maine

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

WITNESSES:

\_\_\_\_\_

OWNER:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Agreement Date \_\_\_\_\_

This "Contract Conditions", as part of the Attachment A (specifications), forms the mutual covenants and agreements between

The Owner: County of Aroostook, 144 Sweden Street, STE 1, Caribou, Maine 07436.

and the Contractor; \_\_\_\_\_

\_\_\_\_\_

do hereby mutually agree to perform as required by the Specifications and the Contract.

COUNTY OF AROOSTOOK, 144 SWEDEN STREET, SUITE 1, CARIBOU, MAINE 04736

Tel: (207) 493-3318 Fax: (207) 493-3491 e-mail: [rynn@arostook.me.us](mailto:rynn@arostook.me.us)

May 12, 2022

TO: Aroostook County Commissioners

FR: Ryan Pelletier, County Administrator

RE: Law Library & HR Office Renovations

A handwritten signature in black ink, appearing to read 'Ryan', is written over the 'FR:' line of the email header. The signature is fluid and extends to the right.

Commissioners:

The work of modifying the law library at the Caribou Courthouse is complete. We were able to maintain the usefulness of the existing law library space and carve out an adequate size office for the newly created HR Assistant position. The total cost for these renovations were approximately \$13,000. Bryan utilized what he could justifiably from various capital accounts for the Caribou Courthouse and brought the needed funds below \$10,000. At this time, I am requesting an appropriation from the Contingency Account not to exceed \$10,000 to cover the cost of these renovations.

## Ryan D. Pelletier

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**From:** Shawn Gillen  
**Sent:** Thursday, May 5, 2022 1:34 PM  
**To:** Ryan D. Pelletier; Christina Theriault  
**Subject:** FW: Message from "RNP5838791D43CD"  
**Attachments:** 20220505132428538.pdf

I'm asking for 3 agenda items for the upcoming May Commissioners' meeting.

Deputy Sheriff reappointment for Joey Seeley who has been with us for 3 years now. He is currently the Commander of the Patrol division.

Two new corrections hires. Thor Axe, yes that's correct. Thor lives in Houlton and has passed his background. We would like Thor to start May 16, 2022. I have attached his application, resume, and new hire form.

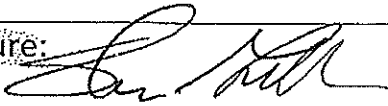
The second corrections officer is Tristan Jackman of Amity. Tristan has successfully passed his background and will be starting May 16, 22. I have attached his application, resume, and new hire form.

Shawn

The County of Aroostook is subject to Maine Statutes relating to public records. Email sent or received by County employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of County email should presume that the email is subject to release upon request.

## Aroostook County New Hire Form

*Instructions: Hiring Managers or Department Heads complete this form when they are recommending new hires to be approved at the Commissioner meetings. Completed forms should be sent to Human Resources so the information can be used to complete employment offer letters in a timely and accurate manner. Thank you in advance for your cooperation.*

New Hire Name: Thor Axe
Date of Hire: May 16, 2022
Department: Sheriff's Office
Job Title: Corrections
Office Location: Houlton Sheriff's Office
Department Head: Commander Craig Clossey
Pay Grade: Pay Step: 1
Salary (hourly or annually): \$17.99
Part-time or Full-time: Full-time
No. of hours per week: 40
Comments or special instructions:
County Commissioners' Meeting Approval Date: May 18, 2022
Hiring Supervisor or Department Head Signature: 



Aroostook County  
Sheriff's Office

Shawn D. Gillen, Sheriff  
Craig Holder, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

**Memorandum**

To: Shawn D. Gillen, Sheriff  
From: Craig L. Clossey, Jail Administrator  
cc:  
Date: May 3, 2022  
Re: New Full-time Corrections Officer

Sheriff,

Thor Axe of Houlton has applied for the full-time corrections officer position. Mr. Axe has successfully passed all applicable tests and background checks.

I recommend that Mr. Thor Axe be hired as a full-time Corrections Officer with a start date of May 16, 2022, at 1400 hours.

Thank you in advance for your consideration.

Cmdr.

*FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839*

25 School St., Suite 216, Houlton, ME 04730

Tel: 207-532-3471

Fax: 207-532-7319

# Thor Axe

Customer Account Representative

## Contact

### Address

Houlton, ME, 04730

### Phone

(207) 267-5639

### E-mail

thor.axe1984@gmail.com

## Skills

Sales expertise

Data tracking

Business Development

Account management

Bookkeeping

Accurate payment posting

Cash application

Excellent Communication

Dependable and Responsible

Active Listening

PPE Compliance

Attention to Detail

Experienced Account Representative knowledgeable about invoicing, payment processing and account updates. Specializing in pursuing delinquencies and resolving customer issues.

Motivated Account Representative skilled at developing and deepening customer relationships to drive consistent growth. Offering more than ten years years of experience in sales and customer service.

Motivated Account Representative skilled at developing and deepening customer relationships to drive consistent growth. Offering ten plus years of experience in sales and customer service.

To seek and maintain full-time position that offers professional challenges utilizing interpersonal skills, excellent time management and problem-solving skills.

## Work History

2021-08 -

Current

### Customer Account Representative

*Rent A Center, Houlton, Maine*

- Devised tactics to grow customer base and boost sales.
- Prepared and shared account details, insurance coverage and funds.
- Communicated updates regarding business proposals, contracts and current projects.
- Drove sales by developing exceptional customer rapport to foster satisfaction.
- Proposed available products and solutions to meet diverse requirements.
- Processed client payments and updated accounts.
- Contacted customers to assess satisfaction and current needs.
- Managed over one hundred accounts and product installations to increase sales volume.

2018-04 -

2021-08

### Asset Protection Associate

*Wal-Mart, Houlton, Maine*

- Controlled reduction of loss inventory by protecting company assets.
- Introduced and implanted viable loss control strategies by maintaining strong partnerships and trust with customers.
- Built cross-functional relationships with business

## Team building

partners to reduce losses.

- Wrote reports outlining activities and results.
- Reduced shrink 90% through thorough training of loss prevention staff and meticulous reviews of company documents.
- Mitigated risk and oversaw internal and external shoplifter apprehension and detention.
- Wrote reports for internal and external crime, burglary or theft.
- Checked CCTV for evidence of shoplifting.
- Increased apprehensions by 100% and apprehension dollars by 10% by motivating and coaching direct reports for optimum productivity and performance.
- Contacted local authorities and apprehended shoplifters.
- Patrolled store departments to check for suspicious activities.
- Kept patrons and employees safe and from criminal activity.
- Enhanced training processes for both clients and departments to increase overall functionality.
- Upheld strict security and safety procedures to protect business from financial losses due to theft or careless mismanagement.

2016-10 -  
2018-02

## Car Detailer

*Audi, Las Vegas, NV*

- Washed, waxed and buffed vehicle bodies for professional shine.
- Vacuumed interiors of vehicles to remove dirt and debris.
- Inspected interior and exterior of vehicles for cleanliness and accurately identified imperfections outside vehicle standards.
- Advised customers on regular care needs to prevent issues such as deteriorating paint.
- Ran mobile detailing unit to serve customers across local community.
- Shined vehicle windows and windshields to remove water spots.
- Provided mobile detailing services to clients at

2011-10 -  
2016-10

places of employment.

- Performed over fifty detailed inspections per day.

### **Electronics Sales Associate**

*Wal-Mart, Las Vegas, NV*

- Greeted customers, helped locate merchandise and suggested suitable options.
- Checked pricing, scanned items, applied discounts and printed receipts to ring up customers.
- Stayed up-to-date on current promotions, sales and special events to impart such information to customers.
- Displayed merchandise by arranging in appealing ways to boost sales.
- Processed credit and debit card payments to complete customer buying experience.
- Utilized highly developed interpersonal and people skills to approach customers and engage in conversations.
- Effectively located merchandise across various stores to address customer needs.
- Balanced and organized cash register by handling cash, counting change and storing coupons.
- Worked with loss prevention in monitoring shopper behavior.
- Applied knowledge of electronics products to educate prospects and customers.
- Increased sales and customer satisfaction through personalized servicing.
- Checked to see if requested items were available from store's inventory.
- Identified and resolved complex issues by applying advanced analytical and troubleshooting strategies.
- Developed strong rapport with customers and created positive impression of business.
- Processed accurate credit, debit, check and cash sales transactions for more than [Number] customer orders per day.
- Volunteered for extra shifts during holidays and other busy periods to alleviate staffing shortages.
- Listened to customer needs and desires to identify and recommend optimal products.

- Stocked merchandise, clearly labeling items and arranging according to size or color.
- Built customer loyalty and retention by delivering excellent shopping experiences.
- Maintained up-to-date knowledge of store sales, payment policies and security standards.
- Answered customer questions about products and services, helped locate merchandise and promoted key items.

## Education

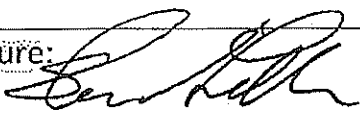
2002-05 -  
2003-06

### **High School Diploma**

*Houlton High School - Houlton, ME*

## Aroostook County New Hire Form

*Instructions: Hiring Managers or Department Heads complete this form when they are recommending new hires to be approved at the Commissioner meetings. Completed forms should be sent to Human Resources so the information can be used to complete employment offer letters in a timely and accurate manner. Thank you in advance for your cooperation.*

New Hire Name: Tristan Jackman
Date of Hire: May 16, 2022
Department: Sheriff's Office
Job Title: Corrections
Office Location: Houlton Sheriff's Office
Department Head: Commander Craig Clossey
Pay Grade: Pay Step: 1
Salary (hourly or annually): \$17.99
Part-time or Full-time: Full-time
No. of hours per week: 40
Comments or special instructions:
County Commissioners' Meeting Approval Date: May 18, 2022
Hiring Supervisor or Department Head Signature: 



Aroostook County  
Sheriff's Office

Shawn D. Gillen, Sheriff  
Craig Holder, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

**Memorandum**

**To:** Shawn D. Gillen, Sheriff  
**From:** Craig L. Clossey, Jail Administrator  
**cc:**  
**Date:** May 5, 2022  
**Re:** New Full-time Corrections Officer

Sheriff,

Tristan Jackman of Amity has applied for the full-time corrections officer position. Mr. Jackman has successfully passed all applicable tests and background checks.

I recommend that Mr. Tristan Jackman be hired as a full-time Corrections Officer with a start date of May 16, 2022, at 1400 hours.

Thank you in advance for your consideration.

Cmdr.

*FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839*

25 School St., Suite 216, Houlton, ME 04730

Tel: 207-532-3471

Fax: 207-532-7319



# TRISTAN JACKMAN

## PROFILE

High Energy, determined, fast learner and positive person. I like to earn an honest paycheck and do things that make a difference in the lives of the people in my community. I like to meet each day with a fresh perspective and an open mind to learn efficient and effective ways to be better than the day before.

## CONTACT

PHONE:  
207-694-6303

EMAIL:  
Tristie989@gmail.com

## HOBBIES

Sports Memorabilia Collector  
Mechanics  
Special Olympic Volunteer  
Basketball

## EDUCATION

Hodgdon Middle/Sr High School  
2016 - 2020

4 year starter athlete, JMG, Student Council, Region II Auto collision 2 years, Border Patrol Explorer Program

UMPI  
2020 - 2021, Associates Degree Program

## WORK EXPERIENCE

MBN Maine Northern Rail services -Laborer/ Track Maintenance  
May 2021-Present  
Tie gang laborer, Railroad repair and Maintainer, Crew work,  
Equipment operations, Track forms

Elm Tree Dinner -Host  
April 2020-Oct 2020  
Stock, Busting, Customer Service, Inventory, General Custodial  
Maintenance, Dishwashing

Wilson Farms Seasonal Farm Hand  
2018-2020  
Haying, Rack picking, ground work, Potato house work

## SKILLS/ATTRIBUTES

Team Work  
Knowledge of Apple, Microsoft  
Physically fit  
Good Communication Skills  
Adaptable  
Reliable  
Flexible  
CPR Certified, Fork Lift operator, Lift operator, Hazmat Training, Osha

**Tristan Jackman**

989 US Route One  
Amity Maine 04730  
207 694 6306  
Trissie989@gmail.com

**May 1, 2022**

**Aroostook County Corrections**  
15 Broadway  
Houlton, Maine 04730

Dear Aroostook County Corrections:

I found your advertisement on Indeed.com, I am contacting you in regard to the position posted for corrections officer. I hope to have the opportunity to serve my community whilst starting a rewarding career.

I have enclosed a basic resume for your review.

If you have questions, or if you want to schedule an interview, please contact me at 207 694 6306.

Sincerely,

**Tristan Jackman**

# County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. ADAMS  
HOULTON

NORMAN L. FOURNIER  
WALLAGRASS

PAUL J. UNDERWOOD  
PRESQUE ISLE

## MEMORANDUM

**DATE:** April 14, 2022  
**TO:** Ryan D. Pelletier, County Administrator  
**FROM:** Paul Bernier, Community Services Director  
**RE:** Ambulance & Fire Protection Services for Cary Township

Attached is the proposed Contractual Services Agreement from the **Town of Houlton** for Fire Protection and Ambulance Service for Cary Township.

This agreement is for the one (1) year period of January 01, 2022 through December 31, 2022.

- **Cary Twp. (Fire Protection \$12,773.00)** This proposal represents a **No increase** over the previous years' agreement. UT funds budgeted for this agreement is \$13,230.00.
- **Cary Twp. (Ambulance Service \$15,762.00)** This proposal represents a **No increase** over the previous year's agreement. UT funds budgeted for this agreement is \$10,048.00.

Based on the above information, it is my recommendation that the agreement be reviewed, approved and signed by the County Administrator.

**TOWN OF CARY**

**TOWN OF HOULTON  
CONTRACTUAL SERVICES AGREEMENT**

WITNESS, this Agreement by and between the Town of Houlton, a municipal corporation of Water Street, Houlton, Maine (hereinafter "Houlton") and the undersigned other municipality (hereinafter "Municipality") this 1<sup>st</sup> day of January 2022.

WHEREAS, Houlton has available certain municipal services which the Municipality wishes to purchase; and

WHEREAS, the governing bodies of the contracting parties have authorized this Agreement and the execution and delivery hereof by proper vote at a meeting duly called and held;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contain and other goods and sufficient considerations, agree as follows:

1. Houlton agrees to provide, to the Municipality, the following service or services which have been checked and initialed by the parties thereto, and the Municipality agrees to pay Houlton therefore, as indicated:

   **X** **SERVICE:** Houlton shall provide to the Municipality and its inhabitants services of its FIRE DEPARTMENT personnel and equipment when called as available at the time. Number and type of personnel and equipment dispatched shall be at the sole discretion of Houlton. Any additional cost incurred for fighting forest fires shall be the responsibility of the Municipality.

**FEE:** The Municipality agrees to pay Houlton for this service the sum of \$12,773 per annum payable by the above due date unless otherwise agreed to in writing signed by both parties.

   **X** **SERVICE:** Houlton shall provide to the Municipality and its inhabitants services of its AMBULANCE DEPARTMENT personnel and equipment when called as available at the time. Number and type of personnel and equipment shall be at the sole discretion of Houlton.

**FEE:** The Municipality agrees to pay to Houlton for the service the sum of \$15,762 per annum payable by the above date unless otherwise agreed to in writing by both parties. In addition, Houlton shall charge inhabitants and users in accordance with the Medicare Part B National Fee Schedule as updated annually and published by NHIC Corporation.

— SERVICE: Houlton shall provide to the Municipality and its inhabitants a septage sewage disposal site. The use of said site under this contract shall be subject to the rules attached hereto, as amended from time to time, even if amended during the term of this Agreement. All septage pumping operators must be licensed by the Municipality, or must be pre-approved by the Municipality and the Town of Houlton.

FEE: The Municipality agrees to pay Houlton for this service the sum of \$0 per annum payable in advance unless otherwise agreed to in writing signed by both parties. In addition to the above charge, the utilization charges set forth in Schedule B shall be paid.

This contract shall become effective on the date the Town of Houlton receives payment in full for all services. Prior to payment in full, the Town of Houlton shall have no obligation hereunder.

2. The term of this Agreement, unless otherwise noted, is from January 1, 2022 THROUGH DECEMBER 31, 2022. Payment is due 30 days from the date of your annual town meeting. Either party may cancel this Agreement on thirty (30) days written notice to the other by certified mail, return receipt. Any fees paid but unearned on cancellation shall be refunded within thirty (30) days thereof. Any fees earned but unpaid shall be paid at the time of cancellation.

3. This contract is subject to all federal, state, and county laws, the ordinances of the Town of Houlton, and the regulations hereunder with which the parties agree to abide.

4. The Municipality shall, in all cases, indemnify Houlton and its officers, employees or agents who are a party or are threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative, or investigative related to activities under this Agreement, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonable incurred in connection with such action, suit or proceeding to have acted in bad faith or without reasonable cause to believe that their conduct was lawful. The termination of any action, suit or proceeding by judgment, order or conviction adverse to such person or entity, or by settlement, plea nolo contendere or its equivalent, shall not of itself create a presumption that such person or entity acted in bad faith or without reasonable cause to believe that their conduct was lawful.

5. This Agreement is subject to the special terms and conditions, if any, attached hereto and initialed by the parties hereto.

6. The parties hereto and the signatories hereof by execution certify that this Agreement and the execution and delivery thereof have been duly and properly authorized by all necessary and proper authorities.

Witness:

Town of Houlton

Kimberly M. Denbow

By: M. J. [Signature]

Dated: 12 April 2022

Town of Cary

\_\_\_\_\_ By: \_\_\_\_\_

Dated: \_\_\_\_\_

# County of Aroostook

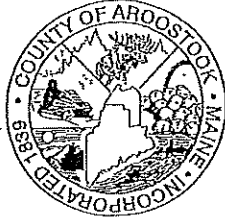
COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. ADAMS  
HOULTON

NORMAN L. FOURNIER  
WALLAGRASS

PAUL J. UNDERWOOD  
PRESQUE ISLE

## MEMORANDUM

**DATE:** April 13, 2022  
**TO:** Ryan D. Pelletier, County Administrator  
**FROM:** Paul G. Bernier, Community Services Director  
**RE:** Solid Waste Agreement for Benedicta and Silver Ridge.

Attached is the proposed Solid Waste Interlocal Cooperation Agreement with the **Town of Sherman** for the Unorganized Townships of Benedicta and Silver Ridge.

This contract is for a one (1) year period and represents a 10% increase from the previous contract.

	<u>Benedicta</u>	<u>Silver Ridge</u>
• July 01, 2022 to June 30, 2023	\$ 21,406.00	\$ 10,373.00

At their April 12, 2022 meeting, Sherman Town officials unanimously agreed to, and signed the proposed agreement. It is my recommendation that the contract be reviewed and signed by the County Administrator per authorization by the County Commissioners.

## SOLID WASTE INTERLOCAL COOPERATION

Townships	Residential Structures	Population
<b>BENEDICTA</b>	_____	<b>227</b>
<b>SILVER RIDGE</b>	_____	<b>110</b>

The Aroostook County Administrator acting in his capacity as Municipal Official for the Townships of **Benedicta** and **Silver Ridge**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Sherman** in accordance with the vote of said Municipal Officials at a regular meeting held on \_\_\_\_\_, 2022, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships, hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

1. The Municipality agrees to provide a solid waste disposal site to the residents of the above-mentioned Townships.
2. The Municipality agrees to provide the residents:
  - A. Notice of the hours of operation.
  - B. Access stickers for each household (if utilized).
  - C. Municipal solid waste rules and regulations.
3. The County and the Municipality have mutually agreed to the compensation, as specified in paragraph 4, which shall be paid by the County for solid waste disposal privileges. In reaching this agreement, both parties have considered the following conditions and factors, among others:
  - A. The fee is fair and equitable based on the prorated share of actual operation costs.
  - B. Non-residents (summer homes) have been treated as one quarter (1/4) residency.
  - C. Commercial/Industrial establishments have been treated separately.
  - D. Transients are not encompassed in this agreement, because their population is unmeasurable.
  - E. State parks and picnic areas are not part of the Unorganized Territories, and therefore, have not been included.

4. The Contractor shall have and maintain Compensation Insurance, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

<b>Compensation Insurance:</b>		<b>As required by law</b>
<b>General Liability:</b>	<b>Bodily Injury</b>	<b>\$1,000,000.00</b>
	<b>Property Damage</b>	<b>\$1,000,000.00</b>
<b>Vehicle Liability:</b>	<b>Single Occurrence</b>	<b>\$1,000,000.00</b>
➤ <b>Workers' Compensation:</b>	<b>Each Accident</b>	<b>\$500,000.00 (or)</b>
➤ <b>Workers' Compensation State of Maine Approval Predetermination Status</b>		

The Contractor shall furnish the Aroostook County Commissioners with the required Certificates of Insurance, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Aroostook County Commissioners.

The Insurance Requirements for the Contractor shall also apply to any and all subcontractors hired by the Contractor.

The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from service operations under this contract. The Contractor further agrees to indemnify, assume the defense of, and save harmless the County, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract.

5. If the Contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail setting forth the basis for the County's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the County's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The County may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs that exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

6. The County shall compensate the Municipality for providing this service in the following annual amount:

	<u>Benedicta</u>	<u>Silver Ridge</u>	<u>Total</u>
July 01, 2022 to June 30, 2023	\$21,406.00	\$10,373.00	\$31,779.00

7. Payment for this agreement shall be made quarterly upon receipt of invoice from the Municipality pursuant to the Agreement. Failure to pay such invoice within sixty (60) days from date of invoice shall be deemed sufficient cause for cancellation of this Agreement at the discretion of the Municipality.

8. This Agreement shall be in effect for a period of one (1) year from July 01, 2022 to June 30, 2023. The County and Municipality shall review this Agreement approximately three (3) months prior to the end of this period, at which time negotiations will commence for a new Cooperation Agreement. At any time, during the term of this Agreement, either the County or the Municipality, by vote of their respected officials, can terminate this Agreement without penalty, upon ninety (90) days written notice to the other party. This Agreement can be amended only by written agreement of the parties and shall not be changed or amended orally.

IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the 12th day of April 2022.

Debra J. O'Loake  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Rosemarie Brundage  
Jeffrey C. Packard  
Howard Jay  
Harold P. Leach  
OFFICIALS OF SHERMAN

\_\_\_\_\_  
Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator \_\_\_\_\_, 2022

Prepared/Revised by County of Aroostook 4/12/2022

# County of Aroostook

COMMISSIONERS' OFFICE

**COUNTY ADMINISTRATOR**

RYAN D. PELLETIER

**COMMUNITY SERVICES DIRECTOR**

PAUL G. BERNIER



**COUNTY COMMISSIONERS**

PAUL J. ADAMS  
HOULTON

NORMAN L. FOURNIER  
WALLAGRASS

PAUL J. UNDERWOOD  
PRESQUE ISLE

## MEMORANDUM

**DATE:** May 01, 2022  
**TO:** Ryan D. Pelletier, County Administrator  
**FROM:** Paul Bernier, Community Services Director  
**RE:** Solid Waste Agreement for Molunkus Township (TAR5).

Attached is the proposed Solid Waste Interlocal Cooperation Agreement with the **Town of Mattawamkeag** for the Unorganized Township of Molunkus (TAR5) for the three (3) year period of July 01, 2022 through June 30, 2025.

This proposed agreement with Mattawamkeag reflects a 3% increase per year for the three-year term of the agreement.

- July 01, 2022 to June 30, 2023 \$12,322.00
- July 01, 2023 to June 30, 2024 \$12,692.00
- July 01, 2024 to June 30, 2025 \$13,073.00

At their regularly scheduled April 18<sup>th</sup> meeting, Mattawamkeag Town officials unanimously agreed to the proposed agreement, and signed the document. It is my recommendation that the contract be reviewed and signed by the County Administrator.

## SOLID WASTE INTERLOCAL COOPERATION

Townships	Residential Structures	Population
MOLUNKUS (TAR5)	_____	130

The Aroostook County Administrator acting in his capacity as Municipal Official for **Township A Range 5 (Molunkus)**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Mattawamkeag** in accordance with the vote of said Municipal Officials at a regular meeting held on 4/18, 2022, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships, hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

1. The Municipality agrees to provide a solid waste disposal site to the residents of **Township A Range 5**.
2. The Municipality agrees to provide the residents:
  - A. Notice of the hours of operation.
  - B. Access stickers for each household (if utilized).
  - C. Municipal solid waste rules and regulations.
3. The County and the Municipality have mutually agreed to the compensation, as specified in paragraph 4, which shall be paid by the County for solid waste disposal privileges. In reaching this agreement, both parties have considered the following conditions and factors, among others:
  - A. The fee is fair and equitable based on the prorated share of actual operation costs.
  - B. Non-residents (summer homes) have been treated as one quarter (1/4) residency.
  - C. Commercial/Industrial establishments have been treated separately.
  - D. Transients are not encompassed in this agreement, because their population is unmeasurable.
  - E. State parks and picnic areas are not part of the Unorganized Territories, and therefore, have not been included.

4. Remuneration for this agreement has been calculated at the following annual rates, payable quarterly.

July 01, 2022 – June 30, 2023	\$12,322.00
July 01, 2023 – June 30, 2024	\$12,692.00
July 01, 2024 – June 30, 2025	\$13,073.00

5. The Municipality shall submit to the County a request for payment pursuant to the agreement. Failure to pay such invoice within sixty (60) days from date of invoice shall be deemed sufficient cause for cancellation of this agreement at the discretion of the Municipality.

6. This agreement shall be in effect for a three (3) year period from July 01, 2022 to June 30, 2025. The County and Municipality shall review this agreement at the end of each anniversary date, and either the County or the Municipality, by vote of their respective officials, can terminate this agreement upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the 18<sup>th</sup> day of April 2022.

Brent K. Spencer

[Signature]

[Signature]

\_\_\_\_\_

OFFICIALS OF MATTAWAMKEAG

[Signature]  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator \_\_\_\_\_, 2022



**FARRELL, ROSENBLATT & RUSSELL**

ATTORNEYS AT LAW  
61 MAIN STREET  
P.O. BOX 788  
BANGOR, MAINE 04402-0788

ANGELA M. FARRELL  
NATHANIEL M. ROSENBLATT  
JON A. HADDOW  
GREGORY P. DORR  
ROGER L. HUBER  
BRIK T. CROCKER  
BARRY A. COHEN

THOMAS A. RUSSELL (Retired)  
STUART M. COHEN (Retired)  
TELEPHONE (207) 990-3314  
TELECOPIER (207) 941-0239

May 5, 2022

Ryan Pelletier, County Administrator  
Aroostook County Commissioner's Office  
144 Sweden Street, Suite 1  
Caribou, Maine 04736

(VIA EMAIL [Ryan@aroostook.me.us](mailto:Ryan@aroostook.me.us) and U.S. REGULAR MAIL)

*Re: Cassidy, Dana and Cassidy Holdings, LLC – Property Tax Abatement Appeal*

Dear Mr. Pelletier:

Cassidy Holdings, LLC hereby appeals to the Aroostook County Commissioners, pursuant to Title 36 M.R.S. § 844, from a decision of the City of Caribou Board of Assessors, dated March 9, 2022, denying Cassidy Holdings, LLC's request for a partial abatement of its 2021 taxes for the property located at 63 Sweden Street in Caribou. The property is identified on the City of Caribou's tax maps as Lot No. 32 on Map No. 31. The Board of Assessors having issued its decision on March 9, 2022, the appeal deadline is May 8, 2022. Thus, this appeal is timely. For your reference, I have enclosed a copy of the decision appealed from.

Based on our discussion this morning, I understand that this letter is sufficient to perfect an appeal to the Aroostook County Commissioners. I also understand that you will send me and the City of Caribou a request for information and, once provided, share that with the County Commissioners. The County Commissioners will set a hearing date and, once set, you will notify us of that date and provide us with a schedule for submitting evidence and legal argument.

If the parties reach an agreement at any point during the process, we will be certain to let you know immediately. I very much look forward to working with you and the County Commissioners on this matter. Please let me know if you have any questions.

Very truly yours,

FARRELL, ROSENBLATT & RUSSELL

  
Roger L. Huber

Enclosure

cc: Cassidy Holdings, LLC  
Penny Thompson, Caribou City Manager

**CONFIDENTIAL**  
**EXECUTIVE SESSION MATERIAL**  
**TITLE 1 MRSA 405(6)(D)**