

County of Aroostook

COMMISSIONERS' OFFICE

AM 17

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: January 20, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Ambulance Service Inc, 2023 Subsidy Request for Sinclair, Cross Lake, Square Lake, T15R6, T14R6, and T16R6

Attached is the proposed subsidy request from **Ambulance Service Inc.** for Ambulance coverage in Sinclair, Cross Lake, Square Lake, T15R6, T14R6, and T16R6. The requested amount of \$36,473.00 is based on the 2022 Equalized building and land values for these Townships.

This agreement is for the one (1) year period of January 01, 2023 through December 31, 2023.

➤ Sinclair	\$17,507.00
➤ Cross Lake	\$14,334.00
➤ Square Lake	\$ 3,830.00
➤ T15R6	<u>\$ 802.00</u>
	\$36,473.00

Based on the above information and supporting documents, it is my recommendation that the requested subsidy amount of \$36,473.00 be approved by the County Commissioners.

RECEIVED
JAN 05 2022
BY: _____



Ambulance Service Inc
P.O. Box 190
Fort Kent, ME 04743

January 3, 2023

Dear Mr. Paul Bernier:

Ambulance Service Inc. (ASI) is once again requesting much needed subsidies from the communities we serve. This year we are requesting the amount of \$36,473.00 which is a decrease from 2022. Any variance in the amount requested from each community is based on the changes in the total valuations for those communities for 2023. A breakdown of subsidy allocations for each community is enclosed.

As in the past, in the next week or so we will be providing you with a copy of an audit conducted by Felch & Company, LLC, as well as our 2022 end of the year budget and the 2023 projected budget for your review.

We look forward to meeting with your budget committee to review and discuss the subsidy request and our financial reports. Thank you in advance for your support.

Sincerely,

John Labrie, Director
Ambulance Service Inc.

Ambulance Service Inc.

Subsidy Allocations 2023

Town:	2022 State Valuations	% Total Valuations	2023 Subsidies	+/-	2022 Subsidies
Allagash	\$ 32,850,000	4.59%	9,975	+ 645	9,330
Eagle Lake	\$ 102,800,000	14.36%	31,215	+3,693	27,522
Fort Kent	\$ 288,100,000	40.24%	87,480	+6,814	80,666
New Canada	\$ 30,150,000	4.21%	9,155	+ 764	8,391
Saint Francis	\$ 30,750,000	4.29%	9,337	+ 844	8,493
Saint John Plt	\$ 22,100,000	3.09%	6,711	+ 55	6,656
Unorganized Territories	\$ 120,117,985	16.78%	36,473	-3,442	39,915
Wallagrass	\$ 50,100,000	7.00%	15,213	+ 2,657	12,556
Winterville Plt	\$ 39,050,000	5.45%	11,857	+ 1,220	10,637
	\$ 716,017,985	100.00%	217,416		\$204,167

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

December 13, 2022

Mr. John Labrie, Director
Ambulance Service, Inc.
PO Box 190
Fort Kent, ME 04743

Dear John,

Per our recent conversation regarding ambulance coverage in the Baie Creuse region of T17R4 (Sinclair), the County of Aroostook has decided to enter into an agreement with the Town of Madawaska for ambulance coverage in that region. This only makes sense for all involved as response time to the Baie Creuse region will be much shorter when crews are dispatched out of Madawaska instead of Fort Kent.

With that being said, and as we discussed, it is estimated that the valuation in the Baie Creuse region (Sinclair) is approximately 25% of the total equalized value for T17R4 (Sinclair). We are requesting that during your budget process and eventual subsidy notice, that the value for Sinclair will be reduced by 25% (2022 equalized value for Sinclair = \$65,623,593.84 minus 25% \$16,405,898.46, for a reduced value of \$49,217,695.38).

I would like to thank you for your time and understanding. Finally, it is expected that this request will be effective January 01, 2023 to fall in line with our annual agreement process. Should you have any questions, please do not hesitate to contact me at any time.

Paul G. Bernier
Community Services Director
Unorganized Territory
County of Aroostook
144 Sweden Street, Suite 1
Caribou, ME 04736



Unorganized Territory

Lisa Whynot

To: John Martin
 From: Lisa Whynot, Deputy Director
 Date: December 9, 2022

Township	Map Number	Equalized Building value	2022 Equalized Land Valuation (no TG)	Tree growth values	Total equalized Land value	TOTAL EQUALIZED VALUE (L+R)
T17 R4 WELS (Sinclair)	AR021	\$ 36,366,361.70	\$ 27,229,042.73	\$ 2,028,189.40	\$ 29,257,232.13	\$ 65,623,593.84
T16 R5 WELS (Square Lake)	AR030	\$ 6,073,936.17	\$ 6,822,324.47	\$ 1,303,489.88	\$ 8,125,814.35	\$ 14,199,750.52
Cross Lake Township	AR031	\$ 28,151,127.66	\$ 16,721,441.49	\$ 2,275,849.50	\$ 18,997,290.99	\$ 47,148,418.65
T14 R6 WELS	AR033	\$ 77,755.32	\$ 866,335	\$ 2,685,116.00	\$ 3,551,451.11	\$ 3,629,206.43
T15 R6 WELS	AR034	\$ 1,235,585.11	\$ 1,183,936.17	\$ 2,851,566.00	\$ 4,035,502.17	\$ 5,271,087.28
T16 R6 WELS	AR035	\$ 530,755	\$ 121,074.47	\$ 0	\$ 121,074.47	\$ 651,829.79
T15 R8 WELS	AR048	\$ -	\$ 942,792.55	\$ 3,039,949.00	\$ 3,982,741.55	\$ 3,982,741.55
		\$ 72,435,521.28	\$ 53,886,946.99	\$ 14,184,159.78	\$ 68,071,106.77	\$ 140,506,628.05

County of Aroostook

COMMISSIONERS' OFFICE

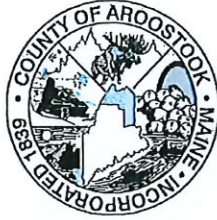
Art 18

COUNTY ADMINISTRATOR

RYAN D. PELLETER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: January 24, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Madawaska EMS, Baie Creuse region (Sinclair)

Attached is the Ambulance Service Agreement with Madawaska Emergency Medical Services for the Baie Creuse region in Sinclair Township. This agreement was brought before the Commissioners and Proposal #1 was approved at the January 03, 2023 meeting in Houlton.

This agreement is for the three (3) year period of January 01, 2023 through December 31, 2025, at a rate of \$6,191.04 per year.

January 01, 2023 to December 31, 2023	\$6,191.04
January 01, 2024 to December 31, 2024	\$6,191.04
January 01, 2025 to December 31, 2025	\$6,191.04

Madawaska Town Officials reviewed and approved the agreement at their February 23, 2023 Board meeting. My recommendation is that the Commissioners authorize the County Administrator to sign the agreement as presented.

AMBULANCE INTERLOCAL COOPERATION

Township

Residential Structures

Population

Sinclair (Baie Creuse region)

96

The Aroostook County Administrator acting in his capacity as Municipal Official for Sinclair (Baie Creuse region) hereinafter referred to as the "County", enters into an agreement with the Municipality of Madawaska in accordance with the vote of said Municipal Officials at a regular meeting held on February 22, 2023, hereinafter referred to as the "Municipality" for ambulance service to the residents of Sinclair Township in the Baie Creuse region, 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 qualified ambulance service to the Baie Creuse region in Sinclair.
2. When a call for aid or assistance from any person in the Unorganized Territory of Sinclair (Baie Creuse region) is received by the ambulance dispatcher, the following procedures will be followed:
 - A. When the Municipal Ambulance is not preparing to attend or attending another emergency, the dispatcher shall immediately dispatch the necessary force.
 - B. When the Municipal Ambulance is preparing to attend or attending an emergency, the dispatcher shall immediately notify the available ranking officer who shall decide what course of action to take. Emergency or non-emergency will be the determining factor.
3. The County acknowledges that ambulance services are contracted out to various areas and therefore the Municipality should establish the following criteria: The Municipality agrees, at all times to exercise its best effort to adequately cover all emergencies as they may occur; and to furnish service, in non-emergency situations as soon as practical as equipment and personnel are available; and all calls received shall be on a "first call, first served" basis, except that emergency calls will be given priority.
4. The County and Municipality have mutually agreed to the compensation, as specified in section 5 below, which shall be paid by the County for ambulance service. In reaching this agreement, the parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable.
 - B. Non-residents (summer occupants & structures) have been treated as one half (1/2) residency.
 - C. Commercial / Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the Unorganized Territories, and therefore have not been included.

5. Remuneration for this agreement has been calculated at:

January 01, 2023 to December 31, 2023	\$6,191.04
January 01, 2024 to December 31, 2024	\$6,191.04
January 01, 2025 to December 31, 2025	\$6,191.04

6. This agreement shall be in force for a period of three (3) years, **January 01, 2023 to December 31, 2025**, as described above. The County and Municipality shall review this agreement at the end of the final 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. 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 those present, have executed this contract each of which will be deemed an original on the _____ day of _____, 2023.

Yanyan Ren
WITNESS

Richard D. Pelletier
Cheryl W.
Maman Raymond
Jan
Chris M. J.
OFFICIALS OF MADA WASKA

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2023

Madawaska

Emergency Medical Services

2023-2025 Proposal for the County of Aroostook UT / Baie Creuse

Population Data:

Latest census calculation:

Baie Creuse — 96 Population : Year Around & Seasonal Average

Cost to Taxpayers per capita this fiscal year is \$64.49. This is based on tax money raised for ambulance service at \$386,492.00.

EMS Make-Ready Minimum Fee Assessment

- The minimum assessment for EMS services shall be \$5,500 per year, meaning that for any community served by Madawaska EMS, the cost of each of the two proposals shall not be less than \$5,500 per year.

Proposal #1 Per Capita Based

- Per capita rate for Taxpayers is \$64.49
- Cost to St Agatha based on the per capita rate is as follows
 - $\$64.49 \times 96 = \$6,191.04$ per year.

Proposal #2 Fee for Service Based

- Based on a fee for service per run, average runs per year to Baie Creuse was 2 (3-year average).
- The average percentage that we are being reimbursed is at an average of 70%
- The average cost per run is \$865.29, at 70% reimbursement that leaves \$263.37 that is not reimbursed.

A fee for service for each run to Baie Creuse would be as seen below,

➤ $263.37 \times 2 = \$523.74$ per year.

Aroostook County /UT can be billed on either quarterly or yearly for these runs. This agreement would be signed whereas both parties have come to an accord on a set monetary agreement to be paid to the Town of Madawaska. This set agreement would be valid for 3 years.

Ambulance Service fee's set by Centers for Medicare Services

Basic Life Support rate \$522.00

Advanced Life Support 1 - \$632.50 which includes IV, Cardiac Monitor

Advanced Life Support 2 - \$880.00 which include IV, Cardiac Monitor and further advanced procedures

Cost per mile - \$13.00 per loaded mile

Proposed Agreement

County of Aroostook

COMMISSIONERS' OFFICE

Art 19

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: January 19, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Ambulance & Fire Protection Services Agreement for Connor, and Ambulance Service Agreement for Madawaska Lake (T16R4)

Attached is the proposed Ambulance & Fire Protection Service Agreement with the City of Caribou for Connor, and Ambulance Service Agreement for Madawaska Lake (T16R4).

The agreements are for the one (1) year period of January 01, 2023 through December 31, 2023.

- **Ambulance - Madawaska Lake (\$14,200.00)** This proposal represents **no increase** over the previous years' agreement.
- **Ambulance and Fire – Connor (\$57,125.00)** This proposal represents **no increase** over the previous years' agreement.

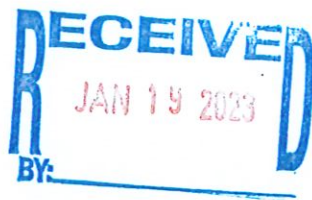
Ambulance = \$45,700.00
Fire Protection = \$11,425.00

Based on the above information, it is my recommendation that the agreements be reviewed and signed by the County Administrator per authorization by the County Commissioners.



City of Caribou, Maine

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



January 9, 2023

County Commissioners Office
144 Sweden Street #1
Caribou ME 04736

Fire/ EMS Coverage for Connor Township and Madawaska Lake:

Please have the enclosed Fire/Ambulance Coverage Interlocal Cooperation agreement signed, and return it to Caribou Municipal Office, 25 High Street, Caribou 04736.

Thank you for your time.

Sincerely,
Judy Kleeman
Office Coordinator

RECEIVED
JAN 19 2023
BY:

AMBULANCE COVERAGE INTERLOCAL COOPERATION

This interlocal cooperation agreement (hereinafter referred to as "Agreement"), made and entered into by and between the City of Caribou, being a municipality located in Aroostook County, Maine (hereinafter referred to as "Caribou"), and the area known as T16 R4, an unincorporated township located in Aroostook County, Maine (hereinafter referred to as "Town")

WITNESSETH

WHEREAS, Caribou maintains a Fire and Emergency Medical Services (EMS) department; and

WHEREAS, the Town has requested that Caribou provide similar protection and emergency services within the Town boundaries; and

WHEREAS, Caribou and the Town have mutually agreed to such cooperative services on the terms and conditions hereinafter set forth; and

WHEREAS, the governing body of each of the parties has agreed to adopt this Agreement for the provision of EMS services.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. AMBULANCE SERVICES

1.1 Caribou Obligations and Rights

- 1.1.1 Caribou shall provide ambulance services as Town's primary response to calls for emergency assistance 24 hours per day, seven days per week. This service will include ground ambulance services with both transportation and emergency medical services to individuals residing within the geographic boundaries of the Town. Caribou will use mutual aid as needed.
- 1.1.2 Caribou services shall be rendered at an appropriate level of care up to and including paramedic level of care as defined by the State of Maine Emergency Medical Services (EMS).
- 1.1.3 Caribou ensures that all ambulance personnel are qualified and duly licensed by the State of Maine and shall conduct its operations in accordance with the standards of Maine EMS.
- 1.1.4 Caribou will conduct operations under the following procedures:
 - a. When a call for the Ambulance is classed as an Emergency Call (meaning not a routine transfer), the dispatcher shall immediately notify his/her Superior who shall dispatch, as soon as possible, such force needed in response to the call which the Superior or Officer-in-Charge shall deem necessary and proper under the circumstances, if so warranted to include 1st Responders if available.
 - b. When a call for the Ambulance is classed as Routine Transfer (meaning moving a patient from Point A to Point B non-emergency for, as example, a Doctor's appointment or other non-emergency situation), the dispatcher shall immediately notify his/her Superior who shall dispatch the Ambulance as soon as possible in response to the call. **In no event will the City of Caribou leave the ambulance coverage areas unprotected to handle a Routine Transfer.**

- c. When in the opinion of the Officer-in-Charge, the services of Caribou are no longer needed; he/she shall order the ambulance crew to return to the Caribou Fire Station.

1.2 Town Obligations and Rights

- 1.2.1 While ambulance crews are in the borders of the Town, the Town agrees to provide Police Protection and support for the ambulance crews, should the need arise.
- 1.2.2 Town shall pay to Caribou compensation as provided in Section 2.

Section 2. COMPENSATION FOR SERVICES

- 2.1 Billing Services. Caribou maintains responsibility for establishing, billing and collecting fees from individuals and third-party payers for any services provided under this Agreement; Caribou retains ownership of all fees billed and collected.
- 2.2 The Town shall compensate Caribou for standing by and responding to calls for the ambulance services.
 - 2.2.1 **The Compensation amount shall be \$100 per person in the Town as indicated by the Census Bureau in their most recent count or estimate preceding the effective contract Term. The contract amount is \$14,200 based on the 2020 Census estimate of residents in zip code 04783 minus the populations of Westmanland (79) and Stockholm (250).**
 - 2.2.2 Caribou will invoice the Town on a quarterly basis. Failure by the Town to pay such invoices within Thirty (30) days from date of invoice shall be deemed sufficient cause for the cancellation of this agreement.

Section 3. AUTHORITY TO ACT

Call responders sent to aid and assist, shall, at all times, be directly under the order and control of the Caribou Fire Chief and/or the Officer-in-Charge of the call. However, while within the limits of the Town, the ambulance force is acting in behalf of, and as agent for the Town to call for special equipment or personnel to help with the situation, should the need arise.

Section 4. AGREEMENT TERM

This agreement shall be in effect from January 1, 2023 to December 31, 2023, and shall be automatically renewed for successive one (1) year terms upon the same terms and conditions provided herein, unless either party requests a change in the term and conditions. A request to change the terms and conditions of this agreement must be submitted, in writing, at least ninety (90) days prior to the expiration of the current agreement.

Section 5. TERMINATION OF AGREEMENT

- 5.1 Either Caribou or the Town, at any time, by vote of their respective officials, can terminate this contract upon Ninety (90) days written notice to the other party.
- 5.2 This agreement may be terminated by either party at any time for failure to fulfill the duties and obligations established hereunder: for conduct that is disruptive or detrimental to either party, or for a material breach of any term or condition of this Agreement. Before terminating the Agreement for any of the reasons set forth in this paragraph, a party shall give the other party written notice of its intent to terminate, which notice shall afford the other party at least thirty (30) days to remedy any perceived or real breach of the Agreement.

Section 6. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with

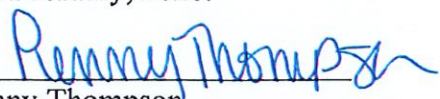
respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

City of Caribou

Approved and authorized by the City Council on the 24th day of February, 2020.

Witness 

Signature: 

Name: Penny Thompson

Title: Caribou City Manager

T16 R4 aka Madawaska Lake

Approved and authorized this ____ day of _____, 23__.

Witness _____

Signature: _____

Name: _____

Title: _____

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. ADAMS
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MEMORANDUM

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TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
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The agreements are for the one (1) year period of January 01, 2023 through December 31, 2023.

- **Ambulance - Madawaska Lake (\$14,200.00)** This proposal represents **no increase** over the previous years' agreement.
- **Ambulance and Fire - Connor (\$57,125.00)** This proposal represents **no increase** over the previous years' agreement.

Ambulance = \$45,700.00

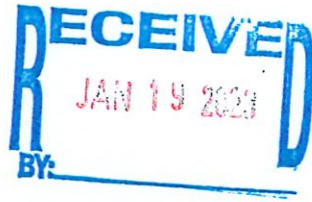
Fire Protection = \$11,425.00

Based on the above information, it is my recommendation that the agreements be reviewed and signed by the County Administrator per authorization by the County Commissioners.



City of Caribou, Maine

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



January 9, 2023

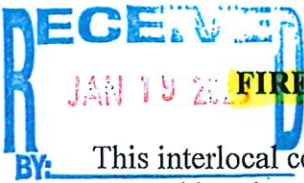
County Commissioners Office
144 Sweden Street #1
Caribou ME 04736

Fire/ EMS Coverage for Connor Township and Madawaska Lake:

Please have the enclosed Fire/Ambulance Coverage Interlocal Cooperation agreement signed, and return it to Caribou Municipal Office, 25 High Street, Caribou 04736.

Thank you for your time.

Sincerely,
Judy Kleeman
Office Coordinator



FIRE/AMBULANCE COVERAGE INTERLOCAL COOPERATION

By: This interlocal cooperation agreement (hereinafter referred to as "Agreement"), made and entered into by and between the City of Caribou, being a municipality located in Aroostook County, Maine (hereinafter referred to as "Caribou"), and the area known as Connor, an Unincorporated Township located in Aroostook County, Maine (hereinafter referred to as "Town")

WITNESSETH

WHEREAS, Caribou maintains a Fire and Emergency Medical Services (EMS) department; and

WHEREAS, the Town has requested that Caribou provide similar protection and emergency services within the Town boundaries; and

WHEREAS, Caribou and the Town have mutually agreed to such cooperative services on the terms and conditions hereinafter set forth; and

WHEREAS, the governing body of each of the parties has agreed to adopt this Agreement for the provision of Fire and EMS services.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. AMBULANCE SERVICES

1.1 Caribou Obligations and Rights

1.1.1 Caribou shall provide ambulance services as Town's primary response to calls for emergency assistance 24 hours per day, seven days per week. This service will include ground ambulance services with both transportation and emergency medical services to individuals residing within the geographic boundaries of the Town. Caribou will use mutual aid as needed.

1.1.2 Caribou services shall be rendered at an appropriate level of care up to and including paramedic level of care as defined by the State of Maine Emergency Medical Services (EMS).

1.1.3 Caribou ensures that all ambulance personnel are qualified and duly licensed by the State of Maine and shall conduct its operations in accordance with the standards of Maine EMS.

1.1.4 Caribou will conduct operations under the following procedures:

- a. When a call for the Ambulance is classed as an Emergency Call (meaning not a routine transfer), the dispatcher shall immediately notify his/her Superior who shall dispatch, as soon as possible, such force needed in response to the call which the Superior or Officer-in-Charge shall deem necessary and proper under the circumstances, if so warranted to include 1st Responders if available.
- b. When a call for the Ambulance is classed as Routine Transfer (meaning moving a patient from Point A to Point B non-emergency for, as example, a Doctor's appointment or other non-emergency situation), the dispatcher shall immediately notify his/her Superior who shall dispatch the Ambulance as soon as possible in response to the call. **In no event will the City of Caribou leave the ambulance coverage areas unprotected to handle a Routine Transfer.**

- c. When in the opinion of the Officer-in-Charge, the services of Caribou are no longer needed; he/she shall order the ambulance crew to return to the Caribou Fire Station.
- 1.2 Town Obligations and Rights
 - 1.2.1 While ambulance crews are in the borders of the Town, the Town agrees to provide Police Protection and support for the ambulance crews, should the need arise.
 - 1.2.2 Town shall pay to Caribou compensation as provided in Section 3.

Section 2. FIRE SERVICES

- 2.1 Caribou Obligations and Rights
 - 2.1.1 Caribou agrees to provide auxiliary or supplemental fire protection to the Town.
 - 2.1.2 When in the opinion of the Fire Chief or Officer-in-Charge, the services of the department are no longer needed; he/she shall order the force to return to the Caribou Fire Station. The Officer may, however, leave such equipment as he / she deems advisable for use by the crews on standby, if there is danger of a fire breaking out again.
 - 2.1.3 The Fire Chief or Officer-in-Charge shall have the power to order the return of a force at any time when in his/her opinion the services of, or the presence of, such force is required within the City of Caribou.
- 2.2 Town Obligations and Rights
 - 2.2.1 The Maine Forest Service, under Title 12, Chapter 801, Section 8002, Maine Law, has the responsibility to handle suppression of all grass, brush and forest fires, but will reimburse any municipality that fights a grass or brush fire that is a threat to the forest of the municipality. They will also respond to structural fires when, and only when, personnel and equipment are nearby and available, and will do so in recognition of lack of other readily available sources of help or a potential hazard to the forest.
 - 2.2.2 The Town will support efforts by Caribou to obtain compensation from the state or other government entities for services rendered within the Town's boundaries.
 - 2.2.3 Town shall pay to Caribou compensation as provided in Section 3.

Section 3. COMPENSATION FOR SERVICES

- 3.1 Billing Services. Caribou maintains responsibility for establishing, billing and collecting fees from individuals and third-party payers for any services provided under this Agreement; Caribou retains ownership of all fees billed and collected.
- 3.2 The Town shall compensate Caribou for standing by and responding to calls for the fire and ambulance services.
 - 3.2.1 **The Compensation amount shall be \$125 per person in the Town as indicated by the Census Bureau in their most recent count or estimate preceding the effective contract Term. The initial contract amount is \$57,125 based on the 2020 Census/estimate of 457 for the Town/UT.**
 - 3.2.2 Caribou will invoice the Town on a quarterly basis. Failure by the Town to pay such invoices within Thirty (30) days from date of invoice shall be deemed sufficient cause for the cancellation of this agreement.

Section 4. AUTHORITY TO ACT

Call responders sent to aid and assist, shall, at all times, be directly under the order and control of the Caribou Fire Chief and/or the Officer-in-Charge of the call. However, while within the limits of the Town, the fire or ambulance force is acting in behalf of, and as agent for the Town to call for special equipment or personnel to help with the situation, should the need arise.

Section 5. AGREEMENT TERM

This agreement shall be in effect from January 1, 2023 to December 31, 2023, and shall be automatically renewed for successive one (1) year terms upon the same terms and conditions provided herein, unless either party requests a change in the term and conditions. A request to change the terms and conditions of this agreement must be submitted, in writing, at least ninety (90) days prior to the expiration of the current agreement.

Section 6. TERMINATION OF AGREEMENT

- 6.1 Either Caribou or the Town, at any time, by vote of their respective officials, can terminate this contract upon Ninety (90) days written notice to the other party.
- 6.2 This agreement may be terminated by either party at any time for failure to fulfill the duties and obligations established hereunder: for conduct that is disruptive or detrimental to either party, or for a material breach of any term or condition of this Agreement. Before terminating the Agreement for any of the reasons set forth in this paragraph, a party shall give the other party written notice of its intent to terminate, which notify shall afford the other party at least thirty (30) days to remedy any perceived or real breach of the Agreement.

Section 7. SEVERABILITY

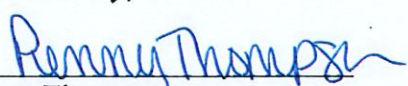
If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

City of Caribou

Approved and authorized by the City Council on the 24th day of February, 2020.

Witness 

Signature: 
Name: Penny Thompson
Title: Caribou City Manager

Connor UT

Approved and authorized this ____ day of _____, 2023.

Witness _____

Signature: _____
Name: _____
Title: _____

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: February 08, 2023
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, 2023 through December 31, 2023.

- **Cary Twp. (Fire Protection \$14,504.00)** This proposal represents a **13.5% increase** over the previous years' agreement. UT funds budgeted for this agreement is \$13,562.00.
- **Cary Twp. (Ambulance Service \$16,683.00)** This proposal represents a **5.8% increase** over the previous year's agreement. UT funds budgeted for this agreement is \$16,644.00.

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

Maine Prosecutors Association and Aroostook County Memorandum of Understanding

This Memorandum of Understanding (MOU) is made between the Maine Prosecutors Association (MPA) and the Aroostook County Commissioners.

Whereas, the Aroostook County Commissioners have agreed to take on the duties of providing payroll and benefits to the 3 employees of the Maine DA Technical Services (MEDATS) subdivision of the MPA.

In consideration of the foregoing, both parties agree as follows:

SECTION A – Primary Services

1. Aroostook County agrees to provide payroll and benefits for up to 3 employees.
 - a. As a condition of this memorandum, the employees must be domiciled in Maine by either the start of the agreement, or by the start date of their employment with Aroostook County.
 - b. Aroostook County agrees to provide these services beginning on January 28, 2023 and ending on July 1, 2023.
 - c. Aroostook County will not be responsible for accounting for, or paying out any unused time off accrued during this period.
 - d. Aroostook will provide the option for the employees to enroll in Aroostook County benefits as they would any other county employee.
 - i. Benefit options should include health and retirement benefits.
 - e. Aroostook County will waive any probationary period for employees transitioning from another county.
2. The Maine Prosecutors Association, through MEDATS, agrees to fully reimburse all payroll and benefits paid by Aroostook County to the employees.
 - a. Reimbursement payments will be made after the benefits are paid and reported on a monthly or quarterly schedule.
 - b. 100% of the Salary and benefit payments made by Aroostook County will be reimbursed.
3. The Maine Prosecutors Association, through MEDATS, will provide a 10% discount on the MEDATS service invoice for the period for which Aroostook County provides the payroll service.
 - a. This discount will apply to the MEDATS portion of the services billing for the 6-month period of the understanding. The discount will be applied by MEDATS on the bill for the period between Jan and June 2023. The expected discount amount, based on the 2022 billing, is approximately \$1,500.
4. The Maine Prosecutors Association will manage the employees, including performance, disciplinary actions, hiring, firing, and any resource issues which may arise.
5. The employees of MEDATS will follow all rules for employment required by Aroostook County; and which do not interfere with their abilities to perform their primary job functions of supporting IT for all DA offices within the state.

In witness thereof, a duly authorized representative of each party has executed this Memorandum of Understanding as of the date(s) set forth below.

Maine Prosecutors Association

By: Shira Burns
Name: Shira S. Burns

Title: Prosecutor Coordinator

Date: 1/17/2023

Aroostook County Commissioners

By: Ryan Pelletier
Name: Ryan Pelletier

Title: County ADMINISTRATOR

Date: 1-14-2023

Certified Corporate Resolution

RESOLVED THAT

Ryan D Pelletier

be and they are hereby authorized on behalf of the Corporation to accept and convey, assign, transfer or otherwise dispose of all or any shares, stocks, bonds, debentures, debenture stock and other securities of every description now or hereafter registered in the name of the Corporation or held or owned by the Corporation and to sign and execute on behalf of the Corporation all and any instruments of acceptance and transfer and other documents whenever necessary or proper to effectuate the same with full power to appoint any attorneys with full power of substitution therein, and that any and all instruments of acceptance and transfer and other documents in connection therewith heretofore signed and executed on behalf of the Corporation in accordance with the authority set out above are hereby ratified and confirmed.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed at a meeting of the Directors of Aroostook County regularly held on the 15th day of February, 2023, and that the said Resolution is still in full force and effect. I further certify that the following is a list of persons authorized by this Resolution to do any act or thing along with specimens of their signatures.

Names	Title	Signature
Ryan D Pelletier	County Administrator	

I hereby certify that I am the sole signing officer of the corporation [delete and initial if inapplicable]

I hereby certify that no corporate seal exists for this corporation [delete and initial if inapplicable]

WITNESS my hand and seal of the Corporation this 15th day of February, 2023.

Affix Seal

Authorized Signature _____

Print name Paul J. Underwood

Print title County Commissioner Chairman

[To be completed if applicable]

We hereby certify that Ryan D Pelletier is the sole signing officer of Aroostook County

(signature of acceptable guarantor)

Ryan D. Pelletier

Art 22

From: Ryan D. Pelletier
Sent: Monday, January 23, 2023 9:33 PM
To: Blaine; Kai Libby; Harris, Brian L; policechief@fortfairfield.org; kevin@thesledshopinc.com; Shawn Gillen; Norman Fournier (anfournier@roadrunner.com); theriault.carroll@yahoo.com; Don Guimond
Cc: Tammy Pelletier; Bryan Jandreau; Dana Gendreau; pjundeco@hotmail.com; William Dobbins; Steve Pelletier; Craig L. Clossey
Subject: Re: Jail Study Commission

Good evening,

After the meeting today I reached out to the National Institute of Corrections and had a good phone conversation with one of the Jail Division staff members. I have a better understanding of what their organization can and can't do. First off, they are NOT consultants. They provide technical assistance to counties (and towns and cities where jails are managed at the local level, as well as state governments for prisons). Where they would be very helpful to us is to do an assessment of our justice system including a needs assessment of the jail. This is an application process that the Sheriff's Office would need to submit (he was very clear that they only respond to requests from the Sheriff's Office, but that the Sheriff can't designate me as a point of contact as a staff member). He sent me the links and forms that the Sheriff will need to complete (Shawn I will fill these out for you, but you will need to be the one to "hit send".) It sounds like this is a no cost assessment and they send a small team from DC to our jail and spend 3 days assessing the jail, meeting with staff and meeting with "anyone who feels they have a stake in the corrections system in our county". He indicated this includes, County Commissioners, local police departments, state police, judges, the district attorney, probation and parole officers etc. etc. They are very thorough. The last day they are here, they host a "community town hall meeting". This is an opportunity for us to meet with them and also invite as wide an audience as we wish to hear about the process and timelines involved with a county jail project. For example, we could choose to invite the municipalities, the press, hospital representatives, social service agencies, etc. etc. Again, it is who we feel is best to hear the information. Frankly, I was quite impressed in the 20-30 minutes I was on the phone with him.

I plan to share all of this at the next County Commissioners meeting when we discuss the jail project, but I likely will be recommending we hold off on issuing the Consultant RFP until AFTER this assessment is completed. I feel that this is really "Step 1" in this process and will give all of us a good foundation to build from.

Have a good evening, and please reach out if you have any questions or concerns.

Ryan



Aroostook County
Sheriff's Office

Shawn D. Gillen, Sheriff
Joey Seeley, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

January 24, 2023
Aroostook County Sheriff's Office
25 School Street, STE 216
Houlton
Maine
04730

Subject: AFFIRMATION OF TECHNICAL ASSISTANCE REQUEST

I, Shawn Gillen have reviewed this request for technical assistance from the National Institute of Corrections. On behalf of our agency, I assure that the information provided is accurate, and I affirm as stated the need for technical assistance. I formally request that NIC give full consideration to providing the requested technical assistance to our organization.

Designated Point-of-Contact:

Ryan Pelletier
County Administrator
144 Sweden Street, Suite 1
Caribou, Maine, 04736
207-493-3318
ryan@arostook.me.us

A handwritten signature in black ink, appearing to read 'Shawn Gillen'.

Sheriff Shawn Gillen
Aroostook County Sheriff's Office

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

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

Tel: 207-532-3471

Fax: 207-532-7319

Ryan D. Pelletier

From: admin@nicic.gov on behalf of National Institute of Corrections <admin@nicic.gov>
Sent: Tuesday, January 24, 2023 9:09 AM
To: Ryan D. Pelletier
Subject: Form submission from: Request for Technical Assistance Form

Submitted on Tuesday, January 24, 2023 - 07:08

Submitted by user: Anonymous

Submitted values are:

Affirmation Letter: [https://nicic.gov/system/files/webform/ta-request/nic_request_for_ta_24 ...](https://nicic.gov/system/files/webform/ta-request/nic_request_for_ta_24...)

Requesting Agency: County of Aroostook

Requestor's Name: Ryan D Pelletier

Title: County Administrator

Email Address: ryan@aroostook.me.us

Street Address: 144 Sweden Street, 1

City: Caribou

State: Maine

Zip Code: 04736

Phone: 2074933318

Organization Type: County

Organization Description: The County of Aroostook provides an array of statutory services including law enforcement, corrections and operates the County Jail. The population of Aroostook County is 67,000 people and we have a county workforce of 102.

Criminal Justice Service Areas: Jails

Request Type: Community and Facility Operations

Describe Your Request: We are seeking assistance to conduct a justice system analysis as well as technical assistance to help us get started with a new county jail project. We have no in house capacity to conduct this type of analysis but we have a dedicated workforce at the county jail that will be more than glad to assist with the analysis as needed.

Language Other Than English: No

Desired Delivery Date if Known:

Desired Outcomes: Build a better understanding of our county jail needs, explore why our inmate population continues to increase while our regular county population is flat or decreasing. Analyze why so many inmates are in pre trial status and very few of our inmates are actually sentenced inmates.

Participants:

Language: No

Specify Language:

Prior Contact: Michael Jackson

Additional Details:

Thank you for your submission. You can expect a response within 5 business days.

This email comes from outside the County of Aroostook email system. Please be cautious opening or clicking on any attachments or links.

Capital Improvements & Purchases

January 2023

CATEGORY	PROJECTS TO BE COMPLETED	2023 APPROPRIATION	TOTAL AVAILABLE	2023 EXPENSES	REMAINING BALANCE
Elevator Upgrade	\$ -		\$ -		\$ -
ADA Compliance	\$ 151,014.21		\$ 151,014.21		\$ 151,014.21
Laundry Equipment	\$ 3,873.95		\$ 3,873.95		\$ 3,873.95
Door Lock Replacement	\$ 1,307.20		\$ 1,307.20		\$ 1,307.20
Roof Replacements	\$ 16,000.00	\$ 49,700.00	\$ 65,700.00		\$ 65,700.00
Shower Curtains	\$ 2,910.00	\$ 1,000.00	\$ 3,910.00		\$ 3,910.00
Shower Floors	\$ 8,400.00		\$ 8,400.00		\$ 8,400.00
Combustion Fan	\$ -		\$ -		\$ -
Concrete Steps	\$ 1,891.79		\$ 1,891.79		\$ 1,891.79
Kitchen Appliances	\$ 6,202.20		\$ 6,202.20		\$ 6,202.20
Fire Stopping	\$ 936.88		\$ 936.88		\$ 936.88
Jail Garage Repairs	\$ 6,460.10		\$ 6,460.10		\$ 6,460.10
Heating System Repairs	\$ -		\$ -		\$ -
Exterior Brick Work	\$ 1,500.00	\$ 2,000.00	\$ 3,500.00		\$ 3,500.00
Walk-in Freezer Fridge	\$ 5,500.00		\$ 5,500.00		\$ 5,500.00
Heating Engineering Services	\$ 500.00		\$ 500.00		\$ 500.00
Food Passes	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00
AC Jail Kitchen	\$ -		\$ -		\$ -
Roof Maintenance Program	\$ 2,504.00	\$ 500.00	\$ 3,004.00		\$ 3,004.00
Front Lobby Floor	\$ 642.00		\$ 642.00		\$ 642.00
Dorm 214 Restroom/Shower	\$ 1,559.58		\$ 1,559.58		\$ 1,559.58
Ceiling Tile	\$ 4,347.64		\$ 4,347.64		\$ 4,347.64
New Jail	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00		\$ 70,000.00
	\$ 251,549.55	\$ 88,200.00	\$ 339,749.55	\$ -	\$ 339,749.55

- Article to transfer \$126,000 from ADA to New Jail.

Shayna E. Sacks
Partner
SSacks@NapoliLaw.com

PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION/ATTORNEY WORK PRODUCT
NOT SUBJECT TO FOIL OR FOIA DISCLOSURE

January 24, 2023

Re: Opioid Litigation- National Settlement Update
Time Sensitive

Happy New Year! We write to provide you with an exciting update on the national opioid litigation.

As you know, the Big Three Distributors and Johnson & Johnson have now settled with a majority of the states across the country. Allocation settlement monies have started to flow to the subdivisions on a rolling basis. It has been wonderful to hear from many of you as to how you plan on using these funds, either by implementing new programs or supporting existing ones. We encourage you to communicate with your surrounding municipalities as well as state and national organizations to brainstorm new ideas and coordinate efforts. Reminder that a majority of, or all settlement monies depending on your state, must be used for abatement purposes pursuant to the *Core Strategies and Approved Uses* exhibit to the *Distributor and Janssen National Opioid Settlements* and/or your state's interstate allocation agreements. I am available to share ideas and discuss as well.

In addition to the national settlements concerning the Big Three Distributors and Johnson & Johnson, we are pleased to announce five additional proposed national settlements pertaining to pharmacies CVS, Walgreens, Walmart, and manufacturers Teva and Allergan ("New National Opioid Settlements") which provide for up to \$20 billion in additional funding (depending on participation levels). They also require changes in corporate behavior (injunctive relief) to address the issues raised in the litigation.

We recommend that you participate in any of the settlements your subdivision is eligible for, meaning those that your state has signed on to. While the claims are strong, there is significant risk, uncertainty, delay and expense associated with continued litigation against these entities as we have seen in the multiple trials our firm has participated in during this litigation. Communities who do not participate will likely be required to produce substantial discovery in terms of documents and depositions and conduct extensive expert analysis on issues related to abatement, all of which is costly, extremely burdensome and disruptive. On balance, taken together with the existing settlements, this outcome results in meaningful relief to our

communities nationwide. Perhaps most importantly, achieving maximum participation will enable the flow of these funds into communities to begin so they can be used to provide much needed abatement of the opioid epidemic without further delay. Accordingly, we believe it is in the best interests of our clients to participate in these proposed settlements.

The amounts of each proposed settlement are set forth below:

CVS

Maximum national payment (assuming 100% participation): \$5,022,083,578

Timing: Paid over 10 years.

Walgreens

Maximum national payment (assuming 100% participation): \$5,522,528,766

Timing: Paid over 15 years.

Walmart

Maximum national payment (assuming 100% participation): \$3,011,242,061

Timing: Primarily paid within 3 years, but if participation levels are not met until later, payment can extend over 6 years.

Teva

Maximum national payment (assuming 100% participation): \$4,246,567,371.76

Timing: Paid over 6 years.

Allergan

Maximum national payment (assuming 100% participation): \$2,372,972,184.12

Timing: Paid over 7 years.

Similar to the process that occurred with respect to the Big Three and Johnson & Johnson settlements, these *New National Opioid Settlements* have an opt-in procedure before they become effective. First, each eligible state decides whether to participate in each Settlement. Second, eligible subdivisions within each participating state must decide whether to participate in each Settlement. In order to participate in a settlement, a subdivision must sign and return the required *Participation Form* for each settlement that their state joined. The more subdivisions that participate, the more funds flow to that state and its subdivisions. **Local governments must decide whether to participate and execute all required documentation by April 18, 2023.**

This week, you will be electronically receiving a *Notice of New National Opioid Settlements and Upcoming Action Needed to Participate* from Rubris Inc., the *Implementation Administrator*, who along with a MDL PEC committee I am primary member of, will manage the collection of participation forms. You will receive this *Notice* because your state has elected to participate in one or more of the *New National Opioid Settlements*. I will be copied on this communication.

At the end of this month, you will be receiving an electronic DocuSign envelope containing the *New National Opioid Settlements Participation Package* for your state. The



envelope will include a *Participation Form* for each of the *New National Opioid Settlements* your State is participating in, including a release of any claims. Also included are any additional documents your State requires be executed along with the *Participation Form(s)*.

Please add the following email addresses to your “safe” list so emails do not go to spam or junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for these two communications: one this week and one next week.

We encourage you to immediately take any steps needed to place these five prospective settlements before your commission, council, legislature, or board, in one meeting, in the month of February or early March. As discussed above, you will have all documentation needed to opt-in to all settlements you are eligible for by the end of this month.

As always, I am available to answer any questions or concerns you have regarding these settlements and can appear in person or on Zoom as needed. The national litigation continues against the remaining defendants. We will keep you updated on that front.

As always, please feel free to contact me or anyone on your litigation team if you have questions. Thank you and have a safe and happy beginning of this new year.

Regards,

A handwritten signature in black ink, appearing to read "Shayna E. Sacks".

Shayna E. Sacks
Napoli Shkolnik PLLC

Date: January 25, 2023 at 4:37:44 PM EST

To: "Ryan D. Pelletier" <ryan@aroostook.me.us>

Cc: Shayna Sacks <ssacks@napolilaw.com>, Dana Gendreau <dana.gendreau@aroostook.me.us>

Subject: NEW NATIONAL OPIOID SETTLEMENT NOTICE – Teva, Allergan, CVS, Walgreens, and Walmart - RefNum CL-386499

Reply-To: opioidsparticipation@rubris.com

To: Aroostook County, ME

Reference Number: CL-386499

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENTS
AND UPCOMING ACTION NEEDED TO PARTICIPATE**

New national opioid settlements have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart**. This is the formal notice required by the settlements and authorized by the parties.

Please read this email and the attached document carefully.

You are receiving this notice because your state has elected to participate in one or more of the five national opioid settlements with **Teva, Allergan, CVS, Walgreens, and Walmart**. The list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>. Your subdivision or special district may participate in each settlement for which your state has elected to participate.

Your subdivision or special district might have participated in the national opioid settlements with Johnson & Johnson/Janssen or the three Distributors (Cardinal, AmerisourceBergen, and McKesson). This notice concerns the opportunity to participate in one or more of the **new** settlements with **new** Settling Defendants (**Teva, Allergan, CVS, Walgreens, and Walmart**). Your subdivision or special district may participate in a new settlement even if it did not participate in a prior national settlement.

In the next few weeks, you will receive additional information and documentation to sign and return if you wish to join the new settlements. Please review the list of individuals on this email and contact the Implementation Administrator at opioidsparticipation@rubris.com if someone else at your subdivision or special district should receive communications about these settlements.

Your subdivision or special district must “opt in” to participate in the new settlements. To do so, you must sign and return the documentation that you will be receiving in the next few weeks.

The deadline to return the required documentation is April 18, 2023. *Documentation submitted for prior national settlements is not applicable to the new settlements.*

The attached document provides additional information concerning the new national opioid settlements involving **Teva, Allergan, CVS, Walgreens, and Walmart**.

Questions about this notice or the process for receiving and submitting the required Settlement Participation Forms may be directed to your attorney, the Implementation Administrator at opioidsparticipation@rubris.com, or your Attorney General's Office.

If your subdivision or special district is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this notice.

Thank you,

National Opioid Settlements Implementation Administrator
National Teva, Allergan, Walgreens, Walmart, and CVS Settlements

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Aroostook County, ME

Reference Number: CL-386499

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.***

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan ("Manufacturers"), and three pharmacies, CVS, Walgreens, and Walmart ("Pharmacies"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys' fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.***

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.

February 15, 2023

TO: County Commissioners
FR: Ryan D. Pelletier, County Administrator
RE: Annual Performance Evaluation and Goals Update

Dear County Commissioners:

Normally, my evaluation has been conducted in December of each year but for some reason it was overlooked in 2022. I feel in fairness to new Commissioner Dobbins, we should wait and move my annual evaluation to June which also coincides with my employment anniversary date and moving forward would make sense to conduct it at that time anyway as we continue to likely move forward with the change in our County fiscal year to begin in July of 2024. However, I did want to provide you with an update on the goals that we set back in December of 2021 for the 2022 year. I feel very good about a lot of the progress we made in 2022 to accomplish a lot of initiatives and this was a team effort by our entire staff.

1. Continue to work with the Aroostook Partnership and NMDC on the Broadband Expansion and Energy Corridor Development including possible TIF District in the UT.

I am pleased to report that both of these initiatives are either completed or well on their way to completion. Our Broadband Expansion report was delivered in December and is now in the hand of every municipality in our County. This roadmap provides data for every local community and identifies areas of the communities that are unserved or underserved. NMDC has successfully secured funding to hire a Broadband Specialist to implement this report and work directly with our communities to achieve their own goals.

Regarding the Energy Corridor, this fall the PUC did select Longroad Energy for their successful bid to develop wind generation and transmission lines to connect Aroostook County to the New England Grid. The overwhelming majority of the turbines will be in the Southern Aroostook area and mostly in the unorganized territory. I continue to work with Longroad and Aroostook Partnership to develop a TIF plan that is realistic and makes sense for our region.

2. Finalize Contract Negotiations with NCEU and Corrections Staff

In what I can only say was the most difficult negotiation process I have been involved with, we successfully completed negotiations in June of 2022. The Corrections Unit is extremely pleased with the end result and I maintain the movement to 12 hour shifts not only saves us dollars long term in overtime costs, but the morale has improved greatly in the Jail as well.

3. Re-Establish The Jail Study Commission and engage the Federal Delegation in the conversation about the need for a new Jail in Aroostook County.

In December the Board approved the re-established Jail Study Commission and we moved forward with our first meeting in January of 2023. I developed an RFP for Jail Consultant that was reviewed by the Commission and is before the Board of County Commissioners for their approval at the

February 15th meeting. I am looking forward to engaging with this committee as we issue an RFP and get a consultant under contract to help guide the process over the next 2-3 year. I did engage the federal delegation early in 2022 but quickly was told that this would not qualify for a federal earmark. I will continue to explore alternative funding and continue to keep the delegation informed as we progress.

4. Work with the municipalities regarding the fiscal year change.

Throughout 2022 we continued to have the conversations with the municipalities and held three separate public listening sessions to engage them directly in the conversation. I believe they appreciated being heard and I also believe they are supportive of the change in fiscal year and we need to be flexible and mindful as we implement this in 2023/2024.

5. Implement the ARPA Program by working closely with the Program Administrator to realize investments in the region.

Our County certainly hit a home run with how we developed and deployed our Aroostook ARPA Program. In the first round of 2022, we awarded over \$2 million to local communities and non-profits for a variety of projects including HVAC systems, sewer and water infrastructure, broadband and other economic development projects. By all accounts this has been a complete success as we look forward to Round 2 in 2023.

6. Provide the support and guidance to the staff as we transition over the next several months with a new model of operations in the County Commissioners Office.

From January to July, I managed the office tasks myself as we waited for the budget that we had approved the previous year to be available. I believe we were very successful in the changes we made to the structure including the creation of a new HR assistant position to ease the workload on Christina as well as an Operations Assistant position that provides more financial support to Dana in her department as opposed to the former Executive Assistant position which did not have the skillset or functionality that a modern office has. After an internal transfer in that department, we now have Tammy Pelletier who joined us full time in November and has been working out great helping me with the work in the Commissioners Office, meeting logistics, etc. as well as providing AP support on one of our 4 fund accounts and training as backup on the other 3 as well as payroll processes.

In closing, I want to thank the Commissioners for your continued support. I feel 2022 has been a year of challenges and learning but we survived and have become a better more efficient organization because of it.

For 2023 I offer the following goals for your consideration:

1. Transition the County budget and finances to a fiscal year beginning with a six month budget in the fall of 2023.
2. Provide the staff support to the new Jail Study Commission, secure a Project Consultant and work with the Sheriff's Office and Facilities to develop the needs assessment and feasibility study for a new County Jail.
3. Successfully manage the 2023 budget to end the year with a minimal surplus.

4. Successfully implement the second round of ARPA funding