

## AGENDA

AROOSTOOK COUNTY COMMISSIONERS' MEETING – WEDNESDAY, APRIL 19, 2023 - 1:00 PM

SHERIFF'S OFFICE BUILDING SECOND FLOOR CONFERENCE ROOM - HOULTON

PLEASE USE THE FOLLOWING INFORMATION FOR ATTENDING THE MEETING VIA ZOOM:

MEETING ID: 817 7492 3917 PASSCODE: 022229

### REGULAR MEETING

- ART. 1. CALL TO ORDER.
- ART. 2. PLEDGE OF ALLEGIANCE.
- ART. 3. PUBLIC COMMENT PERIOD.
- ART. 4. APPROVAL OF AGENDA.
- ART. 5. APPROVAL OF THE COUNTY COMMISSIONERS MEETING MINUTES OF MARCH 15, 2023.
- ART. 6. OTHER ITEMS FOR APPROVAL AND SIGNATURES.
  - A) ATTENDANCE RECORD
  - B) BILLS AND WARRANTS
  - C) BYOB PERMIT – LISA MARTIN/BENEDICTA
- ART. 7. TO CONSIDER THE APPROVAL OF TRANSFER FOR ASSET FORFEITURES AS NOTED. (RYAN)
  - A) STATE V. KEATON
  - B) STATE V. COLLAGAN
- ART. 8. TO CONSIDER THE FINAL DECISION IN TAX ABATEMENT APPEAL REQUEST OF WATTS V. PERHAM. (RYAN)
- ART. 9. TO CONSIDER A CHANGE IN THE COUNTY'S FISCAL YEAR. (RYAN)
- ART. 10. TO RATIFY THE NATIONAL OPIOID SETTLEMENT AGREEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART. (RYAN)
- ART. 11. TO CONSIDER A REQUEST FOR DONATION FROM THE MARINE CORPS TOYS FOR TOTS PROGRAM. (RYAN)
- ART. 12. TO CONSIDER RATIFICATION OF THE FOLLOWING LETTERS OF SUPPORT. (RYAN)
  - A) MAINE STATE POLICE'S COMMUNITY PROJECT FUNDING
  - B) VAN BUREN'S CITIZEN'S INSTITUTE ON RURAL DESIGN
- ART. 13. TO CONSIDER AN AGREEMENT EXTENSION WITH THE MEDATS/MAINE PROSECUTORS ASSOCIATION INFORMATION TECHNOLOGY SERVICES WITH AROOSTOOK COUNTY ENDING JUNE 30, 2024. (RYAN & TODD)

- ART. 14. TO CONSIDER AN UPDATE ON ARPA FUNDING AMOUNTS THAT WILL BE REALLOCATED TO THE 2024 ARPA FUNDING TOTAL TO BE AWARDED NEXT YEAR. (STEVE)
- ART. 15. TO CONSIDER PARTICIPATION IN THE WORKER'S COMPENSATION INCENTIVE PROGRAM. (CHRISTINA)
- ART. 16. TO CONSIDER THE SHERIFF'S OFFICE BID RECOMMENDATION FOR THE PURCHASE OF A UTV SIDE-BY-SIDE. (SHAWN)
- ART. 17. TO CONSIDER THE PRESENTATION OF THE FOLLOWING AWARDS BY THE SHERIFF'S OFFICE. (SHAWN)
- A) LIFE SAVING AWARD
  - B) DISPATCHER OF THE YEAR AWARD
  - C) CORRECTIONAL OFFICER OF THE YEAR AWARD
- ART. 18. TO CONSIDER THE AGREEMENT BETWEEN THE COUNTY OF AROOSTOOK UNORGANIZED TERRITORIES AND THE COUNTY OF AROOSTOOK SHERIFF'S OFFICE FOR UT DEPUTY PATROL SERVICES 2023-2027. (PAUL)
- ART. 19. TO CONSIDER A SUPPLEMENTAL AGREEMENT AND CONTRACT EXTENSION BETWEEN THE COUNTY OF AROOSTOOK UNORGANIZED TERRITORIES AND AROOSTOOK WASTE SOLUTIONS. (PAUL)
- ART. 20. COUNTY COMMISSIONER'S REPORT.
- A) MCAA/RISK POOL UPDATE
  - B) OTHER ITEMS OF INTEREST
  - C) LEGISLATIVE REPORT
- ART. 21. OTHER BUSINESS.
- ART. 22. TO CONSIDER AN EXECUTIVE SESSION PURSUANT TO THE TITLE 1 MRSA 405(6)(C). (PAUL, RYAN, DARREN)
- ART. 23. ADJOURNMENT.

NEXT MEETING:

COUNTY COMMISSIONERS' MEETING – WEDNESDAY – MAY 17, 2023– 1:00 P.M.  
REGISTRY OF DEEDS FIRST FLOOR CONFERENCE ROOM – FORT KENT

MINUTES

AROOSTOOK COUNTY COMMISSIONERS' MEETING-WEDNESDAY, MARCH 15, 2023 1:00 PM  
ADMINISTRATIVE HEARING ROOM-CARIBOU COURTHOUSE

PRESENT

Paul J. Underwood, Chair, County Commissioners  
Norman L. Fournier, County Commissioner  
William T. Dobbins, County Commissioner  
Ryan D. Pelletier, County Administrator  
Joey Seeley, Deputy Sheriff  
Paul Bernier, Community Services Director  
Dana Gendreau, Finance Director  
Bryan Jandreau, IT & Facilities Director  
Steve Pelletier, ARPA Program Administrator  
Tammy Pelletier, Operations Assistant  
Melissa Lizotte, Aroostook Republican/BDN

ART. 1. Chair Paul J. Underwood called the meeting to order at 1:04 p.m.

ART. 2. There was no public comment.

ART. 3. Mr. Ryan Pelletier noted an addition to Article 21-Other Business for consideration of a Letter of Support for Greater East Grand Economic Council. Chair Paul J. Underwood entertained a motion for approval of the agenda as amended.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the agenda.

VOTE:

Motion voted on and passed.

ART. 4. Commissioner Dobbins indicated the following corrections to the minutes for February 15, 2023:

A) Article 17 & 18 to read "Motion voted on and passed. 2 in favor, 1 abstained. Commissioner Fournier abstained."

B) Article 26 to read to strike the line: "A motion was made by Paul Underwood and seconded by Norman Fournier to adjourn the meeting at 2:30 pm.", and correct the last line to "Upon return from Executive Session at 3:47 pm, no action was taken."

C) Article 27 to read "A motion was made by William Dobbins and seconded by Norman Fournier to adjourn the meeting at 3:48pm."

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to approve the minutes as corrected.

VOTE:

Motion voted on and passed.

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

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

ART. 6. Mr. Ron Smith, RHR Smith & Co, was unable to attend due to weather. Presentation has been postponed.

**MOTION:**

Motion by Norman Fournier and seconded by William Dobbins to Table the Article until Mr. Smith is available.

**VOTE:**

Motion voted on and passed.

ART. 7. Mr. Ryan Pelletier presented the Dispatch contract between the Sheriff's Office and the town of St. Agatha for ratification.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to ratify the Dispatch contract.

**VOTE:**

Motion voted on and passed.

ART. 8. Mr. Ryan Pelletier presented for consideration the re-appointment of the Finance Committee members with expired terms; Area 1 – Kai Libby, Area 4 – Sue Powers, Area 5 – Donald 'Spike' Savage, Area 8 – Nelson Jandreau. All members have expressed their wish to remain on the committee.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to re-appoint the Finance Committee members.

**VOTE:**

Motion voted on and passed.

ART. 9. Mr. Ryan Pelletier presented for discussion the Spirit of America awards for 2021 and 2022 which have not yet been recognized by the County. With approximately 45 recipients to recognize, Mr. Pelletier recommended having a luncheon event in the summer, separate from a regular Commissioners' meeting. Will continue to research possible spaces, dates, costs.

Motion not required.

ART. 10. Mrs. Dana Gendreau presented for consideration the funding for the 2022 General Fund accruals. Vacation accrual funding has been underfunded for years and this will complete the full funding for the accrual.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to approve the 2022 General Fund accruals.

**VOTE:**

Motion voted on and passed.

ART. 11. Mrs. Dana Gendreau presented for consideration the 2023 Tax Anticipation Note and Votes of the County Commissioners in the amount of \$3,380,000.00.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to approve the 2023 Tax Anticipation Note and Votes of the County Commissioners.

**VOTE:**

Motion voted on and passed.

ART. 12. Mrs. Dana Gendreau presented for consideration the year-end financial report for the General Fund and the second quarter financial reports for the Jail and Unorganized Territories. Accounts are meeting their benchmarks or are slightly over budget. Factors include increased costs of services such as ambulance, solid waste, medical, and Capital funding of accounts.

**MOTION:**

A motion was made by William Dobbins and seconded by Norman Fournier to accept the year-end financial report for the General Fund and the second quarter financial reports for the Jail and Unorganized Territories.

**VOTE:**

Motion voted on and passed.

ART. 13. Mr. Steve Pelletier presented for consideration an ARPA program statement review. 26 letters of interest have been submitted to the County for ARPA Funding which includes \$1.4 million for Public Health projects, \$1.2 million for Infrastructure projects and Broadband projects for \$300,000. Letters of interest were required by February 17<sup>th</sup> for projects relating to Public Health or Infrastructure. Broadband projects can continue to submit requests until funding (\$450,000) has been exhausted.

Motion not required.

ART. 14. Mr. Bryan Jandreau presented for consideration his recommendation that the County deny the bid for the HVAC project at Houlton Superior Court. The main goal of the project was to improve air quality. Bid was \$417,000 over the budget for the project. Bryan will look at other solutions.

**MOTION:**

A motion was made by William Dobbins and seconded by Norman Fournier to reject the bid for the HVAC project at Houlton Superior Court.

**VOTE:**

Motion voted on and passed.

ART. 15. Mr. Paul Bernier presented for consideration the following bids:

1. Cary & 7 TWP Ambulance Service – One bid received from Southern Aroostook EMS for \$26,767 for April-December 2023. Paul recommended accepting bid as it ensures full coverage for townships that have previously gone uncovered.

**MOTION**

A motion was made by Norman Fournier and seconded by William Dobbins to accept the bid for Cary & 7 TWP Ambulance service from Southern Aroostook EMS.

**VOTE:**

Motion voted on and passed.

2. Cary Fire Protection – Town of Houlton agreed to do the Fire portion only of their original contract for Cary services with no fee change to that service. Paul recommended accepting revised contract for Cary Fire Protection only with Town of Houlton.

**MOTION**

A motion was made by Norman Fournier and seconded by William Dobbins to accept the bid for Cary Fire Protection services from the Town of Houlton.

**VOTE:**

Motion voted on and passed.

ART. 16. Mr. Paul Bernier presented for consideration the Town of Ashland subsidy request for 2023 for Oxbow's library, recreation and ambulance services; and for North Maine Woods ambulance services. Ambulance service fees for North Maine Woods increased 57% from \$46,500 in 2022 to \$73,125 in 2023. No other ambulance services offer service to the area.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to accept the subsidy request from the Town of Ashland for Library, Recreation, and Ambulance services for Oxbow; and Ambulance services only for North Maine Woods.

**VOTE:**

Motion voted on and passed.

ART. 17. Mr. Ryan Pelletier presented for consideration the request from Rep. Austin Theriault for a letter of support for LD 607: Resolve, to Direct the Department of Transportation to Examine the Feasibility of Extending Interstate 95 to the St. John Valley.

**MOTION:**

A motion was made by William Dobbins and seconded by Norman Fournier to approve a letter of support for LD 607.

**VOTE:**

Motion voted on and passed.

ART. 18 Mr. Ryan Pelletier presented for consideration a request to participate in a local government services working group by the LDA. Commissioner Dobbins volunteered to serve if the group is formed.

**MOTION:**

A motion was made by Norman Fournier and seconded by Paul Underwood for Commissioner Dobbins to serve on the local government services working group, if and when it is formed.

**VOTE:**

Motion voted on and passed.

ART. 19. Mr. Ryan Pelletier presented for consideration a date and time for the Tax Abatement Appeal hearing in the matter of Watts v. Perham.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to set the hearing for April 6<sup>th</sup>, 2023 at 1 pm in the Administrative Hearing Room at the Caribou Courthouse.

**VOTE:**

Motion voted on and passed.

ART. 20. County Commissioner's Report

Commissioner Fournier reported on the MCCA/Risk Pool being reinsured for 2023 at a \$200,000 increase in premiums from 2022. Claim amounts were down for February and included claims for water damage, car accidents, and frozen pipes. There are approximately 100 Bills that could either directly or indirectly affect Counties, including a bill to allow juvenile inmates to keep their Mainecare while incarcerated, increasing Jail funding, and funding for Rural patrol.

Commissioner Dobbins reported that all of the Commissioners, and Ryan, attended the ACAP Sledgehammer event in Presque Isle earlier in the day. He has also been working with New Limerick and sharing information regarding the Broadband study and how New Limerick and surrounding communities could come together to potentially improve their internet options.

ART. 21. Other Business

Mr. Ryan Pelletier presented for consideration a request for a letter of support for the Greater East Grand Economic Council for their recently submitted three-year capacity building grant.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to approve a letter of support for GECEC.

**VOTE:**

Motion voted on and passed.

ART. 22. At 2:48 pm, the following motion was made by Norman Fournier and seconded by William Dobbins:

**MOTION:**

“I move that we enter Executive Session pursuant to Title 1 MRSA 405(6)(A).”

**VOTE:**

Motion voted and passed.

Upon return from Executive Session at 2:57 pm, a motion was made by Norman Fournier and seconded by William Dobbins to approve an amendment of Ryan Pelletier’s Employment Agreement regulating salary and fringe benefits.

ART. 23. Adjournment.

**MOTION:**

A motion was made by Norman Fournier and seconded by William Dobbins to adjourn the meeting at 2:58 pm.

**VOTE:**

Motion voted and passed.

ATTEST: A True Copy  
of Commissioners’ Meeting

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

Ryan D. Pelletier  
County Administrator

AROOSTOOK COUNTY COMMISSIONERS  
DATE: April 19, 2023



**Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement**

8 State House Station, Augusta, ME 04333-0008 (Regular Mail)  
10 Water Street, Hallowell, ME 04347 (Overnight Mail)  
Telephone: 207-624-7220 Fax: 207-287-3434  
Email inquiries: MAINELIQUOR@MAINE.GOV

COPY

DIVISION USE ONLY	
Permit No:	
Deposit Date:	By:
Amt. Deposited:	
Cash Ck Mo:	

**Application for a BYOB Permit**  
**\$10.00 (per day) Check Payable: Treasurer State of Maine**

The law requires the application to be submitted at least 24 Hours prior to the function, however a longer notice is appreciated to allow additional time for processing.

Check One:  Event Open to Public  Private Event

Name of Applicant Lisa Martin

Mailing Address: \_\_\_\_\_

Town/ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

If Organization, name of responsible person: \_\_\_\_\_

Birth of Date of Applicant(s): \_\_\_\_\_

Location of Function: St. Benedict's Parish Hall, 1063 Benedicta Road, Benedicta, ME

Physical Address of Function: 1063 Benedicta Road

Town/City: Benedicta State: ME Zip Code: 04733

Indoor Event  Outside Event (IF OUTSIDE AREA, DIAGRAM MUST BE INCLUDED)

Describe specific indoor and/or outdoor area to be licensed: \_\_\_\_\_

Expect guests may go outside during the reception.

Number of Persons attending: Estimated 150

Date of Function: August 19, 2023 Time of Function: From: 11am To: 11pm

Name of Function: Wedding and Reception of Abigail Martin and Joseph McCloskey

(Note: By law, liquor can only be served from 5:00am to 1:00am of the next day, Sunday through Saturday. Function times cannot deviate from this statutory requirement.)

March 18, 2023  
Date

Lisa Martin  
Applicant Signature

LISA MARTIN  
Print Name of Applicant

**This application must be signed by the appropriate official in the municipality where the function is to be held.**

**For Municipal Approval Only**

**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

**NOTE: PLEASE PROVIDE ALL OF THE REQUESTED INFORMATION BELOW**

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being:  Municipal Offices  County Commissioners of the  
 City  Town  Plantation  Unincorporated Place of: \_\_\_\_\_, Maine

Signature of Officials	Printed Name and Title

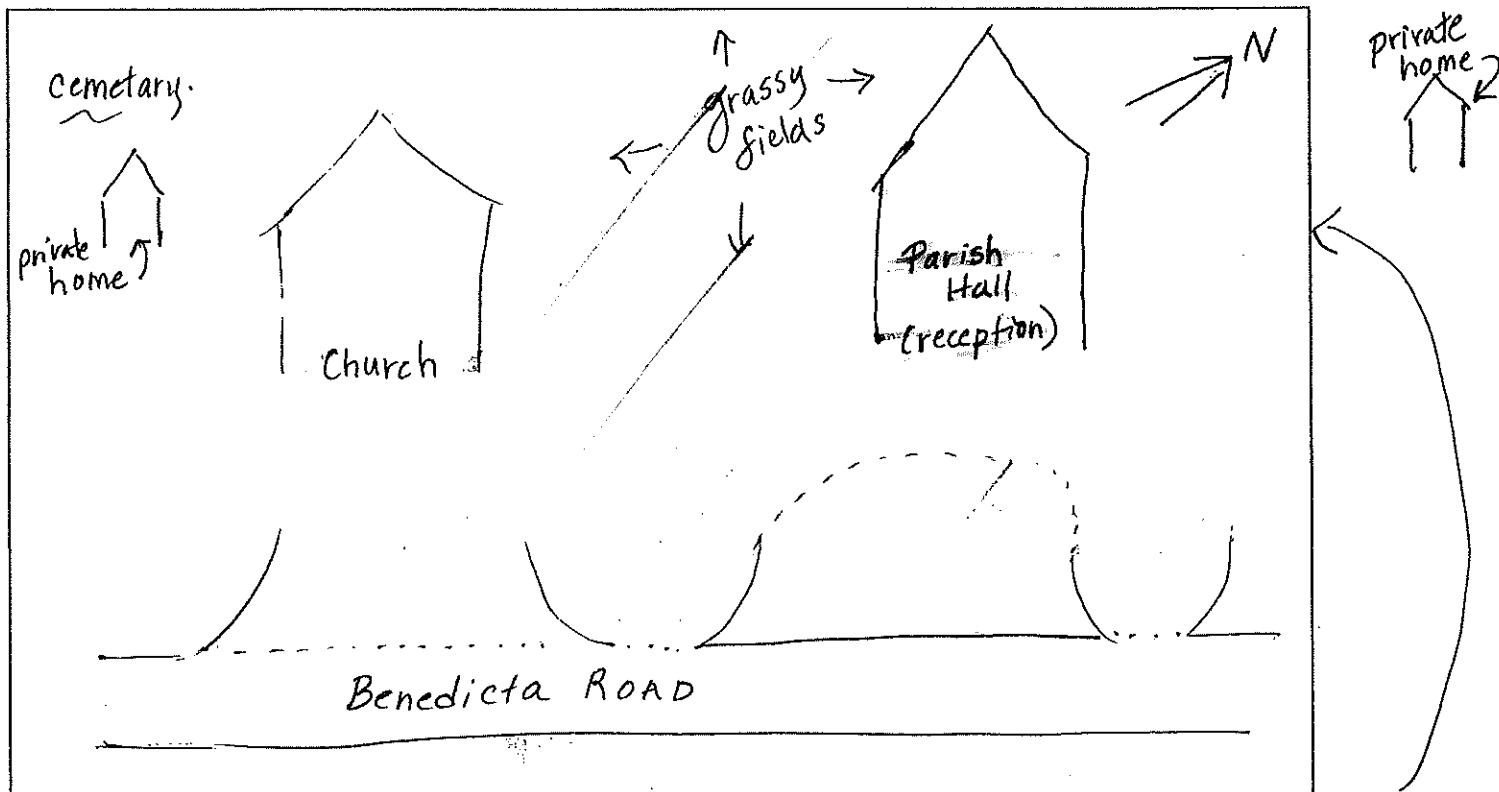
Once issued, this permit is not assignable and is valid only for use by the licensee named in this application and for the date, time, and location listed in this application. This permit is issued subject to Maine liquor laws, Title 28-A and the Bureau's Administrative Rules. Penalties for failure to comply with the laws and rules are provided in Chapter 33 of Title 28-A.

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

Payments to the Division of liquor licensing & enforcement by check subject to penalty provided by Section 3-B of Title 28A, MRS

## BYOB PERMIT DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram that you are requesting approval.



**Submit completed forms to:**

Division of Liquor Licensing and Enforcement  
 8 State House Station, Augusta, ME 04333-0008 (Regular mail)  
 10 Water Street, Hallowell, ME 04347 (Overnight mail)  
 Telephone inquiries: 207-624-7220  
 Fax line: 207-287-3434  
 Email inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

The reception will be at/in the parish hall.

Assuming the weather is favorable, we expect guests will go outside from time to time.

I'm requesting coverage for the highlighted area,

**FOR USE ONLY BY DIVISION OF LIQUOR LICENSING & ENFORCEMENT RESTRICTIONS:** please

**BYOB #:** \_\_\_\_\_

Thank you.

**APPROVED**

**DATED:** \_\_\_\_\_

**NOT APPROVED**

**ISSUED BY:** \_\_\_\_\_

## THE LAW

### **§163. B.Y.O.B. FUNCTION PERMIT**

**1. Permit required.** A person may not hold a B.Y.O.B. function unless a permit is obtained from the bureau. The bureau may issue a permit that authorizes multiple B.Y.O.B. functions over a period of 12 months as long as the B.Y.O.B. functions are held at the same location. [ 2015, c. 106, §1 (AMD) .]

**2. Application.** A person must apply for a B.Y.O.B. function permit at least 24 hours prior to the proposed B.Y.O.B. function. The application must be on forms provided by the bureau and must be accompanied by a permit fee of \$10 for each day the function is to be held. The application must be signed by the B.Y.O.B. sponsor and must contain the following information:

A. Name and address of each person responsible for the B.Y.O.B. function; [1993, c. 266, §5 (NEW) .]

B. The date and the beginning and ending time of the B.Y.O.B. function; [1993, c. 266, §5 (NEW) .]

C. The location where the B.Y.O.B. function is to be held; [1993, c. 266, §5 (NEW) .]

D. The seating capacity of the location; [1993, c. 266, §5 (NEW) .]

E. Written approval of the municipal officers or a municipal official designated by the municipal officers, for the B.Y.O.B. function to be held at the location within the municipality; and [1993, c. 266, §5 (NEW) .]

F. Proof that the B.Y.O.B. sponsor is at least 21 years of age. [1993, c. 266, §5 (NEW) .]

[ 1997, c. 373, §36 (AMD) .]

**3. Charges and fees.** Charges paid by the general public for admission, food, mixers or other supplies used with liquor or storage or handling of liquor that belongs to the general public are not sales or gifts. [ 1993, c. 266, §5 (NEW) .]

**4. Minors prohibited at B.Y.O.B. function.** The B.Y.O.B. sponsor may not allow any minor not employed by the B.Y.O.B. sponsor or not accompanied by a parent, legal guardian or custodian, as defined in Title 22, section 4002, to remain at the premises of a B.Y.O.B. function.

A B.Y.O.B. sponsor may employ a minor only if the sponsor is present in a supervisory capacity.

[ 1993, c. 266, §5 (NEW) .]

**5. Possession or consumption by minors.** A B.Y.O.B. sponsor may not allow a minor to possess or consume liquor or imitation liquor on the premises of the B.Y.O.B. function. [ 1993, c. 266, §5 (NEW) .]

**6. Consumption by intoxicated persons.** A B.Y.O.B. sponsor may not allow a visibly intoxicated person to consume liquor on the premises of the B.Y.O.B. function. [ 1993, c. 266, §5 (NEW) .]

**7. Violation of the state law.** A B.Y.O.B. sponsor may not knowingly allow any violation of any state law on the premises of the B.Y.O.B. function. [ 1993, c. 266, §5 (NEW) .]

**8. Right of access.** A B.Y.O.B. sponsor shall allow a law enforcement officer to enter the premises of the B.Y.O.B. function at reasonable times for the purpose of investigating compliance with this Title.

Entry into the premises must be conducted in a reasonable manner so as not to disrupt the operation of the B.Y.O.B. function.

The investigation must be limited to those areas involved in the actual operation of the B.Y.O.B. function, including storage areas.

[ 1993, c. 266, §5 (NEW) .]

**9. Violations.** The following penalties apply to violations of this section.

A. A B.Y.O.B. sponsor that violates this section commits a civil violation for which a fine of not less than \$100 and not more than \$300 may be adjudged. [2003, c. 452, Pt. P, §2 (NEW); 2003, c. 452, Pt. X, §2 (AFF) .]

Art. 7(a)

STATE OF MAINE  
AROOSTOOK, ss.

UNIFIED CRIMINAL COURT  
LOCATION: CARIBOU  
DOCKET: AROCD-CR-2020-00207

STATE OF MAINE, )  
 )  
 v. )  
 )  
 JOSEPH KEATON, )  
 Defendant, )  
 )  
 \$7,525.00 IN U.S. CURRENCY, )  
 Defendant *In Rem.* )

APPROVAL OF TRANSFER

NOW COMES the County of Aroostook, by and through the commissioners of the county, and does hereby grant written consent pursuant to 15 M.R.S. §§ 5824(2) & 5826(8)(A) to transfer the above-captioned **\$7,525.00 in U.S. Currency**, or any smaller portion thereof, to the County of Aroostook (Aroostook County Sheriff's Office) in that such did make a substantial contribution to the investigation or prosecution of this criminal case.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chairperson  
Board of Commissioners

COPY

STATE OF MAINE  
AROOSTOOK, ss.

UNIFIED CRIMINAL COURT  
LOCATION: FORT KENT  
DOCKET: AROCD-CR-2022-20282

STATE OF MAINE, )  
 )  
 v. )  
 )  
 LESLIE COLLAGAN, )  
 Defendant, )  
 )  
 \$844.00 IN U.S. CURRENCY, )  
 Defendant *In Rem.* )

APPROVAL OF TRANSFER

NOW COMES the County of Aroostook, by and through the commissioners of the county, and does hereby grant written consent pursuant to 15 M.R.S. §§ 5824(2) & 5826(8)(A) to transfer the above-captioned **\$844.00 in U.S. Currency**, or any smaller portion thereof, to the County of Aroostook (Aroostook County Sheriff's Office) in that such did make a substantial contribution to the investigation or prosecution of this criminal case.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chairperson  
Board of Commissioners

STATE OF MAINE  
AROOSTOOK, SS

COUNTY COMMISSIONERS'  
PROPERTY TAX ABATEMENT APPEAL

Bentley C. Watts )  
 And )  
 Aimee L. Doebener-Watts )  
 )  
 Applicant )  
 )  
 v. )  
 )  
 Town of Perham )  
 )  
 Respondent )

DECISION

Applicant/taxpayer, Bentley C. Watts and Aimee L. Doebener-Watts, applied to the Aroostook County Commissioners, pursuant to 36 M.R.S.A., Section 844, seeking an abatement of their 2022 taxes assessed on property in the Town of Perham, Maine. The hearing was held in Caribou, Maine on April 6, 2023. The hearing was attended by the three (3) County Commissioners; the County Administrator; Operations Assistant Tammy Pelletier; and applicants Bentley C. Watts and Aimee L. Doebener-Watts; and residents of Perham, Roger Connolly, Deborah Black-Doebener and Patty Dube. It is noted that the Respondent did not appear or attend at the hearing.

By consent of the party present, the County Commissioners find that all statutory procedures and time requirements for this appeal have been complied with or waived. This decision is rendered based on the testimony at the hearing and all exhibits and documents provided by the parties. It is noted that the Respondent did not provide any exhibits or documents prior to or during the hearing.

The party present agreed that the proceedings would not be recorded and the record will show that the opportunity was made to both parties at the hearing.

**FINDINGS OF FACT:**

The Applicant is the owner of land and building(s) located at 1026 Perham Road (Map 006 Lot 007A) in Perham. The property information is listed as having 40 acres and a primary residence, barn and other outbuildings.

The 2022 municipal value for the property was \$469,000, resulting in a tax bill of \$8,911.00. His taxes have been paid for the 2022 tax year.

The Applicants provided 5 comparable properties as evidence that their property was unjustly assessed.

The Applicants provided proof that they purchased their property on April 28, 2022 after the April 1, 2022 statutory deadline.

The Applicant provided the written denial provided by the Town which lacked the required notification of the Applicants right to appeal and naming the party to appeal to.

The Town did not respond to all inquiries made regarding this appeal hearing and did not provide any evidence or testimony to refute the claims made by the Applicant.

### **CONCLUSIONS OF LAW:**

**Maine Constitution. Article IX. General Provisions. Section 8. Taxation.** All Taxes upon real and personal estate, assessed by authority of this State, shall be apportioned and assessed equally according to the just value thereof.

#### **Title 36 M.R.S.A. § 502. Property Taxable; tax year:**

All real estate within the State, all personal property of residents of the State and all personal property within the State of persons not residents of the State is subject to taxation on the first day of each April as provided; and the status of all taxpayers and of such taxable property must be fixed as of that date. Upon receipt of a declaration of value under section 4641D reflecting a change of ownership in real property, the assessor may change the records of the municipality to reflect the identity of the new owner, if notice of tax liabilities is sent both to the new owner and to the owner of record as of the April 1st when the liability accrued. The taxable year is from April 1st to April 1st. Notwithstanding this section, proration of taxes must be over the period specified in section 558.

#### **Title 36 M.R.S.A. § 701-A. Just value defined:**

In the assessment of property, assessors in determining just value are to define this term in a manner that recognizes only that value arising from presently possible land use alternatives to which the particular parcel of land being valued may be put. In determining just value, assessors must consider all relevant factors, including without limitation the effect upon value of any enforceable restrictions to which the use of the land may be subjected including the effect on value of designation of land as significant wildlife habitat under Title 38, section 480BB, current use, physical depreciation, sales in the secondary market, functional obsolescence and economic obsolescence. Restrictions include but are not limited to zoning restrictions limiting the use of land, subdivision restrictions and any recorded contractual provisions limiting the use of lands. The just value of land is determined to arise from and is attributable to legally permissible use or uses only. [PL 2007, c. 389, §1 (AMD).]

For the purpose of establishing the valuation of unimproved acreage in excess of an improved house lot, contiguous parcels and parcels divided by road, powerline or right-of-way may be valued as one

parcel when: each parcel is 5 or more acres; the owner gives written consent to the assessor to value the parcels as one parcel; and the owner certifies that the parcels are not held for sale and are not subdivision lots. [PL 1993, c. 317, §1 (NEW); PL 1993, c. 317, §2 (AFF).]

For the purpose of establishing the valuation of improved real property, the property must be valued based on its highest and best use as of April 1st of each year, taking all of the following 3 approaches to value into consideration: cost, income capitalization and sales comparison. In establishing the valuation of improved real property, assessors shall consider age, condition, use, type of construction, location, design, physical features and economic characteristics. [PL 2021, c. 663, §1 (NEW).]

In determining just value, consistent with the Constitution of Maine, Article IX, Section 8, a property subject to restrictions, contractual or otherwise, that restrict the permitted use of a property may not be considered comparable to property not so restricted. [PL 2021, c. 663, §2 (NEW).]

**Title 36 M.R.S.A. § 708. Assessor to value real estate and personal property:**

The assessors and the chief assessor of a primary assessing area shall ascertain as nearly as may be the nature, amount and value as of the first day of each April of the real estate and personal property subject to be taxed, and shall estimate and record separately the land value, exclusive of buildings, of each parcel of real estate. [PL 1973, c. 620, §17 (AMD).]

**Title 36 M.R.S.A. § 842. Notice of decision:**

The assessors or municipal officers shall give to any person applying to them for an abatement of taxes notice in writing of their decision upon the application within 10 days after they take final action thereon. The notice of decision must include the reason or reasons supporting the decision to approve or deny the abatement request and state that the applicant has 60 days from the date the notice is received to appeal the decision. It must also identify the board or agency designated by law to hear the appeal. If the assessors or municipal officers, before whom an application in writing for the abatement of a tax is pending, fail to give written notice of their decision within 60 days from the date of filing of the application, the application is deemed to have been denied, and the applicant may appeal as provided in sections 843 and 844, unless the applicant has in writing consented to further delay. Denial in this manner is final action for the purposes of notification under this section but failure to send notice of decision does not affect the applicant's right of appeal. This section does not apply to applications for abatement made under section 841, subsection 2. [PL 2013, c. 182, §1 (AMD).]

**DECISION:**

The Board of County Commissioners hereby finds based on the evidence and information provided by the Applicant, both before and during the hearing, that the Applicant has demonstrated that the Town did not justly assess their property in the same manner as similar and like properties within the taxing jurisdiction. The Respondent did not provide documentation at the hearing or prior to the hearing to refute the findings.

Accordingly, we find there is sufficient evidence to suggest the Respondent erred in its assessment of the subject property. Therefore, this appeal is **GRANTED** in the amount of \$4,746.20 based on a valuation error of 249,800 and a municipal mil rate of .019.

In accordance with Title 36 M.R.S.A. § 844, either party may appeal from the decision of the County Commissioners to the Superior Court, in accordance with the Maine Rules of Civil Procedure, Rule 80B.

**Dated: April 19, 2023**  
**COMMISSIONERS**

**AROOSTOOK COUNTY**

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Chairman Paul J. Underwood,

---

Commissioner Norman L. Fournier,

---

Commissioner William T. Dobbins,

**Title 30-A: MUNICIPALITIES AND COUNTIES****Part 1: COUNTIES****Chapter 3: COUNTY BUDGET AND FINANCES****Subchapter 1: TAX ASSESSMENT AND BUDGET PROCESS****Article 1: ASSESSMENT OF TAXES; GENERALLY**

§709

**§708. Alternative fiscal year**

The county commissioners of a county may adopt a July 1st to June 30th fiscal year. A county may raise one or 2 taxes during a single valuation, if the taxes raised are based on appropriations made for one or more county fiscal years none of which exceeds 18 months. A county fiscal year may extend beyond the end of the current tax year. The county commissioners, when changing the county's fiscal year, may for transition purposes, adopt one or more fiscal years not longer than 18 months each. [PL 2009, c. 391, §2 (AMD).]

**SECTION HISTORY**

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD).  
PL 1989, c. 104, §§C8,10 (AMD). PL 2009, c. 391, §2 (AMD).

COPY

**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

**Ryan D. Pelletier**

---

**From:** Shayna E. Sacks <SSacks@Napolilaw.com>  
**Sent:** Tuesday, January 31, 2023 1:57 PM  
**To:** Ryan D. Pelletier  
**Cc:** jbelleau@tmbf-law.com; ALee@tmbf-law.com  
**Subject:** Opioids: Maine settlement update (attorney client communication)

Good afternoon. We are still in negotiations with the Maine AG as to an allocation agreement on the next round of settlements. Participation forms are due in April as you know. Please do not sign anything or put the new settlements on your agendas as we continue to work through these issues. Thank you.

## Ryan D. Pelletier

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**From:** Shayna E. Sacks <SSacks@NapoliLaw.com>  
**Sent:** Wednesday, March 15, 2023 2:01 PM  
**To:** Ryan D. Pelletier  
**Cc:** jbelleau@tmbf-law.com; ALee@tmbf-law.com  
**Subject:** Opioids: Maine new national settlement update (attorney client and settlement communication)

Good afternoon. As we discussed last month, similar to the *National Distributor and Janssen Settlements*, without an allocation agreement, the *New National Settlements* dictate that a default allocation will apply. While the default allocation may be appropriate in some situations, it is possible that the communities in Maine could recover significantly less than it did in prior settlements without a negotiated state-specific allocation agreement that dictates how funds are distributed. We are still in negotiations with the Maine AG as to an allocation agreement on the next round of settlements but are getting close to a final product we can recommend.

By now you should have received the official notice and DocuSign *Participation Agreement* packages from the *Settlement Administrator* via DocuSign at [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net). While we continue to negotiate with the AG, the *Settlement Administrator* has agreed to hold your executed DocuSign *Participation Agreements* in escrow until an agreed upon allocation has been reached and that allocation agreement is binding. This escrow option will allow us to continue to negotiate the new MOU, while ensuring that when a new MOU is agreed upon, the settlement participation deadline of April 18, 2023, can be met. This escrow method will allow transparency of participation levels, will protect you from participating in the deal until an allocation agreement is reached, and allow you to work within any deadlines you may have over the next month. As soon as the MOU is finalized and binding, I will update you and advise the *Settlement Administrator* to release your *Participation Agreements* from escrow.

As a reminder, detailed information about the settlements may be found at <https://nationalopioidsettlement.com/>. This national settlement website also includes links to helpful summary information including risks, assumptions, FAQs, and flow charts describing how the settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented by the national working group I am member of as additional documents are created.

If you have any questions, please do not hesitate to contact me as always. Be well.

## Ryan D. Pelletier

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**From:** Shayna E. Sacks <SSacks@NapoliLaw.com>  
**Sent:** Tuesday, March 21, 2023 10:34 AM  
**Subject:** Opioids: Maine new national settlement status (attorney client and settlement communication)

Thank you to those that have signed on to the five new settlements to date under the suggested escrow method. If you have not, may you let me know when you expect to return the forms and/or when you have scheduled a hearing for the settlements to be considered? Reminder that we are still in negotiations with the Maine AG as to an allocation agreement on the next round of settlements but are getting close to a final product we can recommend. While we continue to negotiate with the AG, the *Settlement Administrator* has agreed to hold your executed DocuSign *Participation Agreements* in escrow until an agreed upon allocation has been reached and that allocation agreement is binding. This escrow option will allow us to continue to negotiate the new MOU, while ensuring that when a new MOU is agreed upon, the settlement participation deadline of April 18, 2023, can be met.

Further, during the litigation track for the national opioid cases, we have identified additional responsible parties, including additional manufacturers, distributors, pharmacies, and pharmacy benefit managers. We will be emailing you later this week regarding our request to file a new lawsuit against these defendants on your behalf. Please look out for an email on this in the next week or so.

If you have any questions, please do not hesitate to contact me as always. Be well.

### Shayna E. Sacks

Partner



(212) 397-1000 Ext. 1024 | SSacks@NapoliLaw.com

360 Lexington Avenue, Eleventh Floor, New York, NY 10017 | [vCard](#)

#### [Our Mission Statement](#)

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

This e-mail and all other electronic (including voice) communications from the sender's firm are for informational purposes only. No such communication is intended by the sender to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed unless otherwise specifically indicated. **This email comes from outside the County of Aroostook email system. Please be cautious opening or clicking on any attachments or links.**

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Aroostook County, ME  
Reference Number: CL-386499

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Maine is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form for each settlement* must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen.

The Maine Attorney General's Office has made available estimates of the maximum payments to subdivisions under these five new settlements on its website: <https://www.maine.gov/ag/opioids/2023-opioid-settlements.html>. That site includes FAQs with information about a new Memorandum of Understanding with subdivisions and special districts, and information about payment of attorney fees.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or for non-litigating subdivisions please contact Brendan O'Neil at the Maine Attorney General's Office at 207-626-8842 or [brendan.oneil@maine.gov](mailto:brendan.oneil@maine.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

COPY

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes     No

Governmental Entity: Aroostook County	State: ME
Authorized Signatory: Ryan Pelletier	
Address 1: 144 Sweden Street	
Address 2:	
City, State, Zip: Caribou	Maine 04736
Phone: 207-493-3318	
Email: ryan@aroostook.me.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

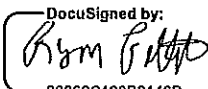
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:   
00062612000146B...

Name: Ryan Pelletier

Title: County Administrator

Date: 3/21/2023



Exhibit KSubdivision and Special District Settlement Participation Form

COPY

Governmental Entity: Aroostook County	State: ME
Authorized Signatory: Ryan Pelletier	
Address 1: 144 Sweden Street	
Address 2:	
City, State, Zip: Caribou	Maine 04736
Phone: 207-493-3318	
Email: ryan@aroostook.me.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

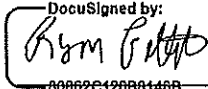
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:   
30002C120B0146B...

Name: Ryan Pelletier

Title: County Administrator

Date: 3/21/2023



**EXHIBIT K****Subdivision Participation and Release Form**

COPY

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Aroostook County	State: ME
Authorized Signatory: Ryan Pelletier	
Address 1: 144 Sweden Street	
Address 2:	
City, State, Zip: Caribou	Maine 04736
Phone: 207-493-3318	
Email: ryan@aroostook.me.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

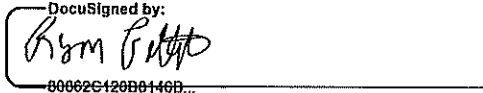
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:   
Name: Ryan Pelletier  
Title: County Administrator  
Date: 3/21/2023



COPY

**EXHIBIT K**

**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Aroostook County	State: ME
Authorized Signatory: Ryan Pelletier	
Address 1: 144 Sweden Street	
Address 2:	
City, State, Zip: Caribou	Maine 04736
Phone: 207-493-3318	
Email: ryan@aroostook.me.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

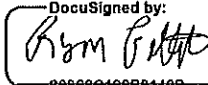
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:   
00662C126B8140B...

Name: Ryan Pelletier

Title: County Administrator

Date: 3/21/2023



**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Aroostook County	State: ME
Authorized Official: Ryan Pelletier	
Address 1: 144 Sweden Street	
Address 2:	
City, State, Zip: Caribou	Maine 04736
Phone: 207-493-3318	
Email: ryan@aroostook.me.us	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

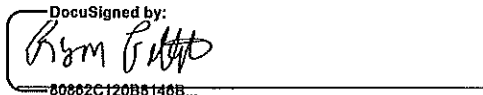
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:   
Name: Ryan Pelletier  
Title: County Administrator  
Date: 3/21/2023





# MARINE CORPS RESERVE



Dear Friends:

Since 1947 the U S Marine Corps Toys for Tots program has been helping less fortunate children celebrate Christmas, by collecting new unused toys and distributing them to the needy children. Over 556 million toys have been collected, reaching some 258 million children over the years. All of this is done thanks to the thousands of generous donors around the United States. Thanks to our generous donors, Corporate Sponsors, Coordinators, and volunteers, 2022 was a record-breaking year! We were astounded by the support provided by our supporters that helped us not only accomplish the mission, but greatly exceed ALL expectations. Toys for Tots distributed an unprecedented 24.4 million toys, books, and games to 9.9 million children in need. We are grateful for everyone who brought hope and joy to children in need in 2022! Here in Aroostook county over 3,000 families from all over the county alone. This represents an increase of nearly 300 families that were served over the years. This has been made possible by our volunteers reaching out to the community for help. Won't you help us make a special Christmas for hundreds of children here in Aroostook County! It will cost **\$6,000** to bring Georgette Jones (daughter of George Jones and Tammy Wynette) to the **CPAC in Caribou**, on **Nov 11, 2023** to raise funds for our program. Your sponsorship is tax deductible **Tax ID 20302144**. Funds raised from the sale of the tickets will be used to purchase new toys for the program and continue this tradition. Thank you in advance for your sponsorship. It is greatly appreciated.

Sincerely,

Rudolph St Peter  
 Co/Coordinator  
 U S Marine Corps Reserve Toys for Tots  
 207-834-3504 then 1  
[rudvinmaine@yahoo.com](mailto:rudvinmaine@yahoo.com)  
 3736 Caribou RD  
 Cross Lake TWP, ME 04779

# County of Aroostook

## COMMISSIONERS' OFFICE

### COUNTY ADMINISTRATOR

RYAN D. PELLETIER



### COUNTY COMMISSIONERS

PAUL J. UNDERWOOD  
PRESQUE ISLE

NORMAN L. FOURNIER  
WALLAGRASS

WILLIAM T. DOBBINS  
HOULTON

March 23, 2023

Barbara Hayslett  
District Director  
Congressman Jared Golden  
7 Hatch Drive, Suite 230  
Caribou, ME 04736

To Whom It May Concern:

I am writing to express my support for the Maine State Police's CPF request for law enforcement equipment modernization funding.

A portion of these funds will be used for 16 Axon cruiser cameras within our Aroostook County Sheriff's department. These cameras are vital to enhancing public safety and will provide a greater level of risk management for our officers. They will communicate with our existing officer's body cameras and provide a complete and accurate account of any event our officers are involved in.

I appreciate your time in consideration of the Maine State Police's CPF request which will, undoubtedly, have a positive impact on our citizens and the men and women who are tasked with keeping them safe.

Sincerely,

Ryan D. Pelletier  
County Administrator

# County of Aroostook

COMMISSIONERS' OFFICE

## COUNTY ADMINISTRATOR

RYAN D. PELLETIER



## COUNTY COMMISSIONERS

PAUL J. UNDERWOOD  
PRESQUE ISLE

NORMAN L. FOURNIER  
WALLAGRASS

WILLIAM T. DOBBINS  
HOULTON

April 6, 2023

Review Committee for Design Learning Cohort and Local Design Opportunities  
Citizens' Institute on Rural Design

Dear Members of the Review Committee:

The County of Aroostook strongly supports the Town of Van Buren's application for participation in CIRD's programs for design assistance.

Van Buren has faced many challenges and adversity over the last four decades, which included a significant decline in population, loss of the local police department, loss of businesses, increased abandoned & blighted properties, and has left many Main Street buildings vacant. With a rich history rooted in Franco-American and French-Canadian traditions, and a beautiful landscape where outdoor enthusiasts can enjoy every season, the community has immense pride in their town and they are ready to put in the time, effort and all the work needed to bring Van Buren back to life.

The current town leaders are dedicated to revitalizing the gem that is Van Buren for their residents and visitors alike to enjoy. They have made positive movement over the last few years by being awarded funding for Electric Vehicle Charging Stations and funding for a new fire station and training facility. The programs offered by CIRD will help the town leaders gain insight, critical knowledge, and guidance that will allow them to be able to bring forth a realized plan for a vibrant, social, and connected 'walkable downtown' to benefit the community's future and make it a reality.

The County of Aroostook is in full support and excited to see Van Buren participate in such a great opportunity with CIRD which has the ability to not only bring a community back to its former glory, but also bring them into the present and prepare them for the future of sustainable economic and community growth.

Sincerely,

Ryan D. Pelletier  
County Administrator

**Ryan D. Pelletier**

---

**From:** Todd Collins  
**Sent:** Thursday, March 30, 2023 4:34 PM  
**To:** Ryan D. Pelletier  
**Cc:** Christina Theriault; Tammy Pelletier; Maeghan Maloney; shira.burns@maineprosecutors.com; Kathryn M Slattery (kmslattery@yorkcountymaine.gov)  
**Subject:** RE: 3 IT employees  
**Attachments:** MPA letter for 3 IT employees Aroostook.doc

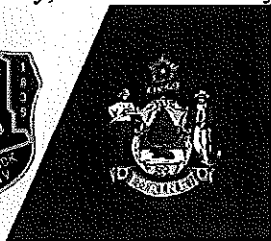
Good Afternoon Ryan,

This is a follow up email to our Zoom meeting with the York County Administrator.

As you know, the 3 IT employees that provide IT services to the 8 prosecutorial districts and 16 Counties across the State cannot become "State" employees as we had originally hoped. That being the case, we are working to solve the problem but it will take some time longer. In November of 2022, the Aroostook County Commissioners agreed to handle the HR and Payroll responsibilities as a pass through entity until July 1, 2023. On behalf of Maine's District Attorneys, I am seeking to have that arrangement extended until July 1, 2024, while we explore and implement a solution. Would you please add this to an upcoming Commissioners' Meeting Agenda for the Commissioner's review? Thank you.

Be Well and Stay Safe,

Todd R. Collins  
District Attorney, Aroostook County



207-498-2557

**From:** Todd Collins  
**Sent:** Thursday, October 20, 2022 9:21 AM  
**To:** Ryan D. Pelletier <ryan@aroostook.me.us>  
**Cc:** Christina Theriault <christina@aroostook.me.us>  
**Subject:** RE: 3 IT employees

Thank you, Ryan.

Yes, if we can lend an assist to the IT people and have Aroostook manage the salary and benefits for them, that would be great. MPA has no present or future ability to create and manage an HR department and / or benefits management – and if it does somehow figure that out, those costs would be a significant financial burden to the Counties across the State. The impact on Aroostook's staff should be relatively low, as the funds are available for full reimbursement of the costs. The management should be similar to managing pass through salary and benefits packages for grant funded employees.

Be Well,

KATHERYN SLATTERY  
DISTRICT I

JONATHAN SAHRBECK  
DISTRICT II

ALEXANDRA WINTER  
DISTRICT III

MAEGHAN MALONEY  
DISTRICT IV

STATE OF MAINE



MARIANNE LYNCH  
DISTRICT V

NATASHA IRVING  
DISTRICT VI

MATTHEW J. FOSTER  
DISTRICT VII

TODD R. COLLINS  
DISTRICT VIII

OFFICES OF THE DISTRICT ATTORNEYS

November 10, 2022

Aroostook County Commissioners  
Paul Adams  
Paul Underwood  
Norman Fournier

Ryan Pelletier  
Aroostook County Administrator

Dear Aroostook County Commissioners Adams, Underwood, and Fournier, and Administrator Pelletier,

Thank you for your consideration of providing a payroll service for the three IT employees of the Maine Prosecutors Association ("MPA"). The benefit to Aroostook County taxpayers will be direct in the form of a 10% decrease in your payments for Aroostook's portion of the MPA IT bill. Further, Aroostook County receives the benefit of receiving consolidated services for its District Attorney's IT needs from three people who work for the entire state instead of each county needing to hire its own IT person just for the District Attorney's Office.

Why does the District Attorney's Office need IT work focused on it? All the District Attorney Offices in the State use an electronic filing system called "Justware." The electronic files are located on servers that are housed in a building in Augusta. The three MPA IT employees fix the servers when they

break and keep them from breaking in the first place. The MPA IT employees also draft the programming code whenever the Justware program needs repairing. (Justware is no longer supported by its parent company.) The MPA IT employees update Justware every time a criminal statute is added, deleted, or amended. The MPA IT employees also support the restitution software programs that contain all the data on victims and the amount of money that has been paid to them by defendants and the amounts left owing.

The obvious question is why are the three IT employees not part of a state agency given that they work for the entire state? They should be. The MPA has its first Executive Director, Shira Burns, who started working October 24, 2022. She has already spoken with the Department of Administrative and Financial Services. They have agreed to add the three MPA IT employees to the budget for the Office of Information Technology. When the budget for the next fiscal year takes effect on July 1, 2023, the MPA IT employees will be state employees.

In short, the three IT MPA employees need a Maine county to agree to be the payroll service from January 28, 2023 to July 1, 2023.

I am happy to answer questions at any time. Thank you for your consideration.

Sincerely,

/s/Maeghan Maloney

Maeghan Maloney  
President of the MPA

2024 Municipal/Non-Profit ARPA Fund Reallocation						
Year	Project	Description	Account	Awarded	Total Expended	Balance/Reallocation
2022	Town of Eagle Lake Zoom	P. Health	7700280-70018	\$3,000.00	\$1,541.72	\$1,458.28
	Town of Washburn	P. Infrastructure	7700281-70026	\$150,000.00	\$147,000.00	\$3,000.00
2024	HAS Homeless Shelter	P. Health	7700280-70031	\$179,219.00	\$53,506.29	\$125,712.71
						**Additional 2024 Funds
						**Additional 2024 Funds
						**Replenishing 2024 Funds

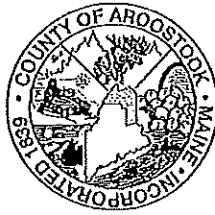
# County of Aroostook

## COMMISSIONERS' OFFICE

### HUMAN RESOURCES

**Christina M. Theriault**  
HR Director

**Joyce F. Findlen**  
HR Specialist



### COUNTY COMMISSIONERS

**WILLIAM DOBBINS**  
HOULTON

**NORMAN L. FOURNIER**  
WALLAGRASS

**PAUL J. UNDERWOOD**  
PRESQUE ISLE

### MEMORANDUM

April 11, 2023

TO: County Commissioners and County Administrator  
FR: Christina Theriault, Human Resources Director  
RE: Workers' Compensation Safety Incentive Program

The Workers Compensation Safety Incentive Program (WCSIP) is available exclusively to all MMA Workers' Compensation Fund Members. This program is voluntary and provides members with the opportunity to earn up to 10% in contribution credits by improving workplace safety.

The goals of this program are to; reduce the incidence of injury and illness throughout the operations, improve overall safety in the work environment, maintain lines of communication with all employees, protect member's assets, promote a self-sustaining safety culture, utilize best practices claim management, and provide financial incentives to reward safety efforts.

The program is tiered into three levels based on documented performance. The tiers and associated credits are:

- Tier I.....5%
- Tier II.....7.5%
- Tier III.....10%

We are aiming for Tier III. We already have most of the safety programs in place and have recently added the programs which were not in place to make us eligible for the highest Tier level possible.

I am respectfully asking that you review and ultimately approve the County's participation in this program. Your signatures are needed on the Resolve Form located in the packet. After that is completed, the documents will be sent to MMA. They will send us a letter welcoming us into the program and determine our tier level and savings effective January 1, 2024.



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**MMA WORKERS' COMPENSATION FUND SAFETY INCENTIVE PROGRAM  
MEMBER ACKNOWLEDGMENT**

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Please provide the following information:

Member Name: County of Aroostook  
Mailing Address: 144 Sweden Street, Ste 1, Caribou, ME 04736  
Name/Title of Person Completing Application: Christina Theriault  
E-mail address of Person Completing Application: christina@aroostook.me.us  
Telephone Number: 207-493-3318

Check here if Key Safety Contact is the same as person completing this form and skip completing the key safety contact information.

Key Safety Contact Person/Title: \_\_\_\_\_  
Key Safety Contact E-mail Address: \_\_\_\_\_

---

An effective safety program includes of all levels of management and personnel and will play a key role in the overall performance and success of our safety culture. The Worker's Compensation Safety Incentive Program is established to be of benefit first to the employees it represents, but it also establishes safeguards that protect the Member and the Member's assets. The goals of the program are to:

- Reduce the incidence of injury and illness throughout the operations
- Improve overall safety in the work environment
- Maintain lines of communication with all employees
- Protect member's assets
- Promote a self-sustaining safety culture
- Utilize best practices claim management
- Provide financial incentives which reward our partnership toward safety

The undersigned being authorized by, and acting on behalf of, the applicant and all persons or concerns seeking coverage has read and understands the registration, and declares all statements set forth herein are true, complete and accurate.

The signing of this registration and its subsequent forms, acknowledges the member's request for participation in the Safety Incentive Program. Upon receipt an acknowledgment will be sent by e-mail to the member.

E-Signature: Christina Theriault  
Title: Human Resources Director  
Date: April 19, 2023

RETURN TO: WCSIP@memun.org or fax to (207)624-0127

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**MMA WORKERS' COMPENSATION SAFETY INCENTIVE PROGRAM  
RESOLVE FORM**

**WHEREAS,** the County of Aroostook is a member of the Maine Municipal Association Workers' Compensation Fund (hereinafter "WC Fund"); and

**WHEREAS,** Maine Municipal Association (hereinafter "MMA") provides risk management services and workers' compensation coverage; and

**WHEREAS,** MMA developed the Workers' Compensation Safety Incentive Program (hereinafter "the Program") to help reduce the incidents and impact of workplace injuries by implementing WC claim best practices; and

**WHEREAS,** MMA will provide necessary written program information, and offer assistance to participants; and

**WHEREAS,** WC Fund members that participate in the Program and complete the required activities, will have the opportunity to earn a credit to their annual contribution; and

**WHEREAS,** the County of Aroostook is committed to providing a safe environment for its employees, citizens, and visiting public; and

**WHEREAS,** the Program will help enhance such an environment and promote a self-sustaining culture of safety with participating members,

**NOW THEREFORE BE IT RESOLVED BY THE** County of Aroostook  
to elect to participate in the MMA Workers' Compensation Safety Incentive Program.

DATED THIS 19 DAY OF April, 2023

**ATTEST by Governing Board (signatures or e-signatures):**

Paul Underwood, Chair	_____
Norman Fournier, County Commissioner	_____
William Dobbins, County Commissioner	_____
Ryan Pelletier, County Administrator	_____
_____	_____



**WORKERS' COMPENSATION FUND  
DATA VERIFICATION FORM**

Member's Name: County of Aroostook

Please place a check in all boxes that apply to your organization:

Verification Questions	YERII	YBRII	YERII
Resolve adopted and submitted to MMA	<input checked="" type="checkbox"/>		
All departments meet MDOL compliance directive requirements	<input checked="" type="checkbox"/>		
Agrees to respond MMA corrective action recommendations within 30 days	<input checked="" type="checkbox"/>		
A Personal Protective Equipment safety plan is implemented for all required department	<input checked="" type="checkbox"/>		
Annual administrative review of safety policies is documented	<input checked="" type="checkbox"/>		
Key personnel assigned safety responsibilities	<input checked="" type="checkbox"/>		
A process to communicate safety concerns to all employees is in place	<input checked="" type="checkbox"/>		
Leadership is aware of and reviews accidents	<input checked="" type="checkbox"/>		
A slip trip and fall safety policy is in place		<input checked="" type="checkbox"/>	
A lifting and back safety policy is in place		<input checked="" type="checkbox"/>	
An office ergonomics safety policy is in place		<input checked="" type="checkbox"/>	
A safety committee holds meetings at least quarterly and minutes are documented		<input checked="" type="checkbox"/>	
Incident reviews (i.e. accidents, near misses) are conducted to find appropriate root cause(s) of reported occurrences. Corrective recommendations are implemented		<input checked="" type="checkbox"/>	
Facility and equipment self-inspections are completed annually and documented		<input checked="" type="checkbox"/>	
Preferred providers are used		<input checked="" type="checkbox"/>	
Employee training is documented			<input checked="" type="checkbox"/>
A written incident review policy is in place			<input checked="" type="checkbox"/>
A wellness program or similar alternative is offered to employees			<input checked="" type="checkbox"/>
A return-to-work policy (light-duty) for all departments is in place			<input checked="" type="checkbox"/>
Leadership attends/participates in Safety Committee meetings, trainings and other safety events			<input checked="" type="checkbox"/>

E-Signature: Christina Theriault  
 Title: Human Resources Director  
 Date: 04/19/2023

RETURN TO: [WCSIP@memun.org](mailto:WCSIP@memun.org) or fax to (207)624-0127



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

Location: Fort Kent Registry of Deeds Building

Date of Inspection: 03/23/2023

Inspector(s): Bryan Jandreau

Note the location of any deficiency and complete a work order or send an email work order to \_\_\_\_\_.

Exterior	YES	NO <sup>1</sup>	NA
a) Are walkways clear of obstacles that could cause a tripping hazard?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are parking lots free of tripping hazards (i.e., potholes)?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are walkways, parking lots, and stairs kept free of snow and ice?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Is parking lot lighting adequate and functioning?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Housekeeping	YES	NO <sup>1</sup>	NA
a) Are floors kept clean?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are ceiling tiles free of stains?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all ceiling tiles in place and in good condition?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
d) Walkways illuminated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Waste / recyclables removed daily?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all walkways free of obstructions?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are partitions walls maintained and cleaned?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Are all fabric surfaces cleaned on a periodic schedule?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Rugs / carpet / flooring free of tripping hazards?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Food vending areas clean?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
k) Kitchen / Cafeteria clean?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
l) Is lighting adequate in stairways?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
m) Ventilation filters routinely changed?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
n) Boiler rooms not used for storage?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Life Safety	YES	NO <sup>1</sup>	NA
a) EXITs are accessible and free of obstructions?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) EXIT pathways clear and unobstructed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all EXIT signs illuminated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are fire extinguishers inspected monthly?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Are Fire-rated doors (stairway doors) kept closed or on magnetic closers?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Do all emergency lights function as designed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

General Conditions	YES	NO <sup>1</sup>	NA
a) Has there been an evacuation drill in the past 12 months?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
b) Are the evacuation routes posted?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are emergency numbers posted?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are first aid kits accessible and stocked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Does the elevator have a current inspection date?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are State and Federal Posters in place?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are portable heaters prohibited?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
h) Flammables stored in fire-rated cabinets	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Machine guarding of moving parts	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Electrical Safety	YES	NO <sup>1</sup>	NA
a) Multiple receptacle power strips not piggybacked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Distribution panels clear of obstruction?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Cord and tool ground prong intact?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) GFCIs function as designed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) GFCIs located in wet or damp locations	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all electrical outlet and switch covers in place?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Do all electrical cords look safe (not frayed or cut)?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Are all cords out of the way of walking surfaces?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
i) Are all cords and plugs in good condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Is the use of extension cords limited to in-hand use?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
k) Knockouts or after-market blanks in place	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Circuit breaker function listed on legend	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

Shop Safety	YES	NO <sup>1</sup>	NA
Floor loading posted for overhead storage	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Welding equipment – covers and lead terminals protected	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Welding equipment leads not damaged	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Welding equipment - electrode holder not damaged	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Storage of acetylene / oxygen cylinders fire separation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cylinders protected against tipping / damage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Air compressor high-pressure relief valves tested?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Mechanical jack stands include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Hydraulic floor and bottle jacks include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Ladders in safe condition and inspections documented?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Slings, straps and chains inspection documented	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Hoists have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Vehicle lifts have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Fleet vehicles pre-use inspection documented	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Metering equipment calibration documented per manufacturer recommendation	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Power and hand tools in safe condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Personal protective equipment is in safe condition	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sander body storage racks include legible load rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Chemical Hazards	YES	NO <sup>1</sup>	NA
Safety Data Sheets available and current?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Chemical inventory list up to date?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Eye Wash Stations	YES	NO <sup>1</sup>	NA
Eye wash stations accessible and tested?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drench showers function as designed and tested?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Ergonomics	YES	NO <sup>1</sup>	NA
Have all Video Display operators annually trained on the Maine VDT law?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Have the work stations been ergonomically evaluated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Are desk and chairs adjusted properly for the employee?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

[Print Form](#)  
[Reset Form](#)

<sup>1</sup> Most "NO" responses require some kind of corrective action plan.



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

Location: Caribou Courthouse

Date of Inspection: 03/23/2023

Inspector(s): Bryan Jandreau

Note the location of any deficiency and complete a work order or send an email work order to \_\_\_\_\_.

Exterior	YES	NO <sup>1</sup>	NA
a) Are walkways clear of obstacles that could cause a tripping hazard?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are parking lots free of tripping hazards (i.e., potholes)?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are walkways, parking lots, and stairs kept free of snow and ice?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Is parking lot lighting adequate and functioning?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Housekeeping	YES	NO <sup>1</sup>	NA
a) Are floors kept clean?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are ceiling tiles free of stains?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
c) Are all ceiling tiles in place and in good condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Walkways illuminated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Waste / recyclables removed daily?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all walkways free of obstructions?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are partitions walls maintained and cleaned?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
h) Are all fabric surfaces cleaned on a periodic schedule?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Rugs / carpet / flooring free of tripping hazards?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Food vending areas clean?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
k) Kitchen / Cafeteria clean?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Is lighting adequate in stairways?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
m) Ventilation filters routinely changed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
n) Boiler rooms not used for storage?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Life Safety	YES	NO <sup>1</sup>	NA
a) EXITS are accessible and free of obstructions?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) EXIT pathways clear and unobstructed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all EXIT signs illuminated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are fire extinguishers inspected monthly?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Are Fire-rated doors (stairway doors) kept closed or on magnetic closers?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Do all emergency lights function as designed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

General Conditions	YES	NO <sup>1</sup>	NA
a) Has there been an evacuation drill in the past 12 months?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are the evacuation routes posted?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are emergency numbers posted?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are first aid kits accessible and stocked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Does the elevator have a current inspection date?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are State and Federal Posters in place?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are portable heaters prohibited?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
h) Flammables stored in fire-rated cabinets	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Machine guarding of moving parts	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Electrical Safety	YES	NO <sup>1</sup>	NA
a) Multiple receptacle power strips not piggybacked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Distribution panels clear of obstruction?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Cord and tool ground prong intact?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) GFCIs function as designed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) GFCIs located in wet or damp locations	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all electrical outlet and switch covers in place?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Do all electrical cords look safe (not frayed or cut)?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Are all cords out of the way of walking surfaces?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Are all cords and plugs in good condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Is the use of extension cords limited to in-hand use?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
k) Knockouts or after-market blanks in place	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Circuit breaker function listed on legend	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



## WORKERS' COMPENSATION FUND FACILITY SELF-INSPECTION FORM

Shop Safety	YES	NO <sup>1</sup>	NA
Floor loading posted for overhead storage	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Welding equipment -- covers and lead terminals protected	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Welding equipment leads not damaged	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Welding equipment - electrode holder not damaged	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Storage of acetylene / oxygen cylinders fire separation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cylinders protected against tipping / damage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Air compressor high-pressure relief valves tested?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mechanical jack stands include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Hydraulic floor and bottle jacks include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Ladders in safe condition and inspections documented?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Slings, straps and chains inspection documented	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Holsts have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Vehicle lifts have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Fleet vehicles pre-use inspection documented	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Metering equipment calibration documented per manufacturer recommendation	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Power and hand tools in safe condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Personal protective equipment is in safe condition	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sander body storage racks include legible load rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Chemical Hazards	YES	NO <sup>1</sup>	NA
Safety Data Sheets available and current?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Chemical inventory list up to date?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Eye Wash Stations	YES	NO <sup>1</sup>	NA
Eye wash stations accessible and tested?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drench showers function as designed and tested?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Ergonomics	YES	NO <sup>1</sup>	NA
Have all Video Display operators annually trained on the Maine VDT law?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Have the work stations been ergonomically evaluated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Are desk and chairs adjusted properly for the employee?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Print Form

Reset Form

<sup>1</sup> Most "NO" responses require some kind of corrective action plan.



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

Location: Houlton Building Complex

Date of Inspection: 03/23/2023

Inspector(s): Dan Bouchard and Bryan Jandreau

Note the location of any deficiency and complete a work order or send an email work order to \_\_\_\_\_.

Exterior	YES	NO <sup>1</sup>	NA
a) Are walkways clear of obstacles that could cause a tripping hazard?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are parking lots free of tripping hazards (i.e., potholes)?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are walkways, parking lots, and stairs kept free of snow and ice?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Is parking lot lighting adequate and functioning?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Housekeeping	YES	NO <sup>1</sup>	NA
a) Are floors kept clean?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are ceiling tiles free of stains?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all ceiling tiles in place and in good condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Walkways illuminated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Waste / recyclables removed daily?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all walkways free of obstructions?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are partitions walls maintained and cleaned?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
h) Are all fabric surfaces cleaned on a periodic schedule?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Rugs / carpet / flooring free of tripping hazards?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Food vending areas clean?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
k) Kitchen / Cafeteria clean?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Is lighting adequate in stairways?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
m) Ventilation filters routinely changed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
n) Boiler rooms not used for storage?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Life Safety	YES	NO <sup>1</sup>	NA
a) EXITS are accessible and free of obstructions?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) EXIT pathways clear and unobstructed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all EXIT signs illuminated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are fire extinguishers inspected monthly?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Are Fire-rated doors (stairway doors) kept closed or on magnetic closers?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Do all emergency lights function as designed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

General Conditions		YES	NO <sup>1</sup>	NA
a)	Has there been an evacuation drill in the past 12 months?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b)	Are the evacuation routes posted?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c)	Are emergency numbers posted?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d)	Are first aid kits accessible and stocked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e)	Does the elevator have a current inspection date?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f)	Are State and Federal Posters in place?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
g)	Are portable heaters prohibited?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
h)	Flammables stored in fire-rated cabinets	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
l)	Machine guarding of moving parts	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Electrical Safety		YES	NO <sup>1</sup>	NA
a)	Multiple receptacle power strips not piggybacked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
b)	Distribution panels clear of obstruction?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c)	Cord and tool ground prong intact?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
d)	GFCIs function as designed?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
e)	GFCIs located in wet or damp locations	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f)	Are all electrical outlet and switch covers in place?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
g)	Do all electrical cords look safe (not frayed or cut)?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
h)	Are all cords out of the way of walking surfaces?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
i)	Are all cords and plugs in good condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
j)	Is the use of extension cords limited to in-hand use?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
k)	Knockouts or after-market blanks in place	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
l)	Circuit breaker function listed on legend	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



**WORKERS' COMPENSATION FUND  
FACILITY SELF-INSPECTION FORM**

Shop Safety	YES	NO <sup>1</sup>	NA
Floor loading posted for overhead storage	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Welding equipment – covers and lead terminals protected	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Welding equipment leads not damaged	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Welding equipment - electrode holder not damaged	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Storage of acetylene / oxygen cylinders fire separation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cylinders protected against tipping / damage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Air compressor high-pressure relief valves tested?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Mechanical jack stands include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Hydraulic floor and bottle jacks include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Ladders in safe condition and inspections documented?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Slings, straps and chains inspection documented	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hoists have annual documented inspection?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicle lifts have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Fleet vehicles pre-use inspection documented	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Metering equipment calibration documented per manufacturer recommendation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Power and hand tools in safe condition?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Personal protective equipment is in safe condition	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sander body storage racks include legible load rating	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Chemical Hazards	YES	NO <sup>1</sup>	NA
Safety Data Sheets available and current?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Chemical inventory list up to date?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Eye Wash Stations	YES	NO <sup>1</sup>	NA
Eye wash stations accessible and tested?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drench showers function as designed and tested?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Ergonomics	YES	NO <sup>1</sup>	NA
Have all Video Display operators annually trained on the Maine VDT law?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Have the work stations been ergonomically evaluated?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Are desk and chairs adjusted properly for the employee?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

[Print Form](#)  
[Reset Form](#)

<sup>1</sup> Most "NO" responses require some kind of corrective action plan.

## **Back Injury Prevention and Safe Lifting**

The County of Aroostook is committed to the prevention of back injuries and maintaining the well-being of our employees. The Back Safety Program is intended to identify back injury hazards, mitigate them to the fullest extent possible and train employees on proper lifting and materials handling techniques.

The Human Resources Director has overall responsibility for the program.

Their duties are as follows:

1. Conduct or arrange for hazard assessments. Identify affected employees/departments.
2. Review workers' compensation claims and OSHA 300 logs for back related loss trends.
3. Become familiar with the organization's Personal Protective Equipment (PPE) Program.
4. Identify need of Personal Protective Equipment (PPE).
5. Identify alternative materials handling equipment.
6. Conduct and/or organize training sessions.
7. Ensure training is documented and records kept.
8. Evaluate the written program and update as needed.

### ***Training***

The Human Resources Director is responsible for ensuring that training is conducted. Training may be conducted by supervisors, or designated individuals, or online. Initial training at new employee orientation shall consist of:

1. An overview of the facility's Back Injury Prevention and Safe Lifting Program.
2. Proper lifting techniques.
3. An opportunity to ask questions.

Training shall also include the following:

1. Specific job-related duties that involve lifting.
2. Proper lifting techniques to perform the assigned duties.
3. Any Personal Protective Equipment (PPE) that is available.
4. Alternative materials handling equipment that is available.
5. An opportunity to ask questions.

The Human Resources Director shall certify that the training has been accomplished. The certification will contain each employee's name, the signatures of the trainers, and the dates of the training. The certification will be available for inspections by employees or their authorized representatives.

Employees who experience back-related workers' compensation injuries shall receive re-training on proper lifting techniques and alternative materials handling equipment.

### ***Records***

Human Resources Director is responsible for maintaining the training records. Training records will be filled out for each employee upon completion of training. These documents will be kept for at least 3 years and will include:

1. The date of the training session
2. Name of the training session
3. The names and job titles of all persons attending the training session.
4. Training records will be provided upon request to the employee or the employee's authorized representative

### ***Supervisors and Management will***

1. Identify job duties that include heavy lifting.
2. Instill general safety awareness as it relates to back safety.

### ***Identify and eliminate, when possible, job hazards.***

3. Train new employees, whose job responsibilities include lifting, on proper lifting techniques within 30 days of hire. Periodically (at least annually) conduct refresher training. Training will be documented and kept on file.
4. Ensure that all employees understand that if an item is too heavy, they should ask for help.
5. Provide appropriate Personal Protective Equipment (PPE), as needed.
6. Provide alternative materials handling equipment, as needed.
7. Initiate appropriate disciplinary action when an employee fails to follow the safety requirements of the organization.

### ***Employees***

Employees in certain jobs will attend annual Back Injury Prevention and Safe Lifting training, use proper lifting techniques learned from the training, and follow the safety procedures and recommendations contained in the written program and discussed in training. Employees are encouraged to report any hazardous conditions that could lead to injury and offer suggestions on how they can be addressed. Employees must use materials handling equipment when available and ask for assistance when needed before lifting or moving heavy objects.

## BACK INJURY PREVENTION PROGRAM SELF-INSPECTION CHECKLIST

Department: \_\_\_\_\_ Date: \_\_\_\_\_

Shift: \_\_\_\_\_

ITEM	YES	NO	COMMENTS
Safety rules enforced?	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>WORK AREA</b>			
Materials stored at proper height?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Floors kept dry?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walkways free of obstacles?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper desk/counter height maintained?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Chairs ergonomically correct?	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>TRAINING</b>			
New and transferred employees trained?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Management and supervisory staff training?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Injured employees receive additional annual training?	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>PERSONAL PROTECTIVE EQUIPMENT (PPE)</b>			
PPE provided?	<input type="checkbox"/>	<input type="checkbox"/>	_____
PPE used?	<input type="checkbox"/>	<input type="checkbox"/>	_____
PPE inspected monthly?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Use of PPE mandatory?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Use of PPE enforces?	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>OTHER</b>			
Necessary equipment available?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Mechanical equipment inspected before and after use?	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Back Injury Prevention and Safe Lifting Program Policy Acknowledgement**

I acknowledge that I have been informed of the County of Aroostook's Back Injury Prevention and Safe Lifting Program and have knowledge of where the written program is maintained. I have been provided initial training and understand that my supervisor will conduct additional job-related training. I understand my responsibilities as they relate to Back Safety/Proper Lifting Safety, and I accept this plan and procedures as working documents that I will support and follow in my daily work for the County of Aroostook. I further understand that failure to follow these procedures or instructions from management may result in disciplinary action.

\_\_\_\_\_  
Employee Name (print and sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Name (print and sign)

\_\_\_\_\_  
Date

# Slip and Fall Prevention Plan

## *Introduction*

Slips, trips, and falls create a substantial toll in terms of death, personal injury and suffering, workers' compensation, loss in productivity, and liability. Loss of productivity is often an unfortunate side effect. The County of Aroostook takes the health and safety of employees seriously. Therefore, we try to prevent these situations from occurring by implementing certain safety policies.

## *Hazard Control*

**Engineering Controls.** Controls that are engineered into the job are the most effective type of control. Examples of engineering controls include:

- Redesign of equipment
- Substitution of a material, equipment, or process
- Change of process to minimize slips, trips, and falls
- Use of barriers to isolate a hazard
- Use of barriers to isolate a person

**Administrative Controls** change the way people do their jobs. They are only effective when people do what they are supposed to do. Administrative controls include:

- Education and training
- Signage
- Routine inspections of ladders, stairs, walking and working surfaces
- Maintenance
- Good housekeeping

## *Walking-Working Surface Inspection and Maintenance*

Managers and supervisors are committed to preventing accidental slips, trips and falls.

We will make regular, frequent inspections of working and walking areas to identify environmental and equipment hazards which could cause slips, trips and falls. Special attention should be given to the walking-working surfaces, housekeeping, lighting, vision, stairways and ladders. Corrective action should be taken when potential hazards are identified.

SLIP, TRIP, AND FALL PREVENTION CHECKLIST

Outdoor Walking Surfaces:

Location:	Date:		
"NO" responses indicate areas which should be investigated.	YES	NO	N/A
Are parking areas free of potholes, depressions or damaged/uneven surfacing?			
Are curbs in good condition with an even transition to sidewalk?			
Are wheel stops, curbs, crosswalks and speed bumps well-marked?			
Is slip-resistant paint used for all pavement markings?			
Are wheel stops situated to prevent vehicles from infringing upon walkways?			
Is there adequate lighting in parking areas and along walkways?			
Are sidewalks and walkways smooth and even (no raised edges >1/4")?			
Is the ground surface directly next to sidewalks relatively level and free from hidden drop-offs or holes?			
Are walkways free of cords, hoses, large grate openings or other tripping hazards?			
Are open, unpaved and/or grassy areas that are expected to be walked on free of holes and low-lying objects like sprinkler heads and valves?			
Are downspouts and drains oriented to prevent discharge onto walkways?			
Are walkways that are subject to wet or icy conditions coated or designed with a rough, textured finish?			
Are handrails present and in good condition on stairs and ramps?			
Are ramps constructed with slip-resistant materials or treated with traction strips?			
Notes:			

**Indoor Walking Surfaces:**

Location:	Date:		
"NO" responses indicate areas which should be investigated.	YES	NO	N/A
Are walkways free of low-lying objects, especially at blind corners?			
Are floor tiles in good condition with no broken or missing tiles?			
Are grouted floor tiles smooth and even with no lippage > 1/16"?			
Are doorway thresholds beveled and no more than 1/4" high?			
Is carpeting free of ripples, tears and humps?			
Are stair nosings in good condition?			
Do stair nosings have edge treatments or highlighting to increase visibility?			
Is lighting in stairwells adequate?			
Are steps in low-light areas, like auditoriums, illuminated at ground level?			
Are utility or drain covers in good condition and even with walkways?			
Are cords and hoses routed away from walkways?			
Are cord covers or tape used whenever cords are placed along walkways?			
Are good housekeeping practices followed, and are they effective in maintaining walkways in an open and clear condition?			
Are walkways free of liquids, oils or other contaminants that could create a slippery condition?			
Have detailed floor maintenance procedures been documented and communicated to employees?			
Have floor maintenance procedures and cleaners been examined to ensure their use doesn't create hazardous, low-traction walking surfaces?			
Are wet floor signs used appropriately and not placed so as to create a trip hazard?			
Are wet process work areas treated with traction strips, anti-slip coatings or mats designed for wet processes?			
Are entry mats adequate to prevent water and soil from being tracked inside?			
Are mats in good condition, able to clean shoes/boots and absorb water?			
Are indoor mats replaced as needed or dried with a wet vacuum during the day to prevent snow/water infiltration?			
Do mats have slip-resistant backings and lie flat with minimal buckling?			
<b>Notes:</b>			



## **Return to Work Policy Statement**

The County of Aroostook is concerned about the health and well-being of its employees. We are committed to working with our employees and their healthcare providers to find work designed to assist injured workers in transitioning back to the workplace by performing meaningful work within their capabilities.

At any time, the County of Aroostook may require written documentation from a licensed physician describing the limitations, progress, and physical abilities of the employee.

Work consistent with temporary work restrictions may be assigned to the employee if such work is available and will be handled on a case-to-case basis until the employee is capable of returning to full duty. In the event that, a modified duty assignment becomes available, the employee is expected to accept the assignment.

The employee is expected to be an active participant in this process by providing M-1's Practitioner's Reports following medical appointments and communicating changes in their restrictions. The employee and employer commits to following restrictions as outlined in the M-1 Practitioner's Reports.

Modified work is not intended to be used as permanent reasonable accommodation under the Americans with Disabilities Act.

**NO TEMPORARY WORK ASSIGNMENT DESCRIBED OR COVERED UNDER THIS GUIDELINE IS INTENDED OR OFFERED AS A PERMANENT ASSIGNMENT.**

## **Incident Review Program**

### **Purpose**

The purpose of this program is to define and document the incident review process for the **County of Aroostook**.

This program defines the responsibilities of management and supervisory staff in investigating the causes of incidents and implementing appropriate corrective actions to prevent similar situations from recurring.

### **Definitions**

**Incident** - An unplanned, unwanted event that causes injury, illness or property damage or the probability of injury, illness or property damage.

**Hazard** – Anything that presents a danger to employees or property.

**Hazard Control** - Any method used to reduce or eliminate a hazard, such as:

- Eliminating the hazard.
- Substitute the hazard with a less dangerous method or process.
- Engineering Controls (isolate people from the hazard).
- Administrative Controls (policies, procedures, training, housekeeping, safe work practices).
- Personal Protective Equipment (PPE).

**OSHA 300 Log:** The Log and Summary of Occupational Injuries and Illnesses, on which all injuries and illnesses that occur in the workplace during the year must be recorded; also used to complete the OSHA 300A summary at the end of the year to satisfy employer posting requirements.

**MDOL:** Maine Department of Labor

### **Responsibilities**

The Program Administrator, Christina Theriault, HR Director is responsible for:

- Administering program and issuing written materials to support it.
- Reviewing the program annually and updating as appropriate.
- Analyzing incident records to identify program deficiencies.
- Scheduling managers, supervisors and safety committee members for training.
- Coordinating all activities related to hazard control, insurance, state and local regulatory compliance.

- Reporting incidents to the Maine Department of Labor when required:
  - All incidents resulting in fatalities must be reported to MDOL within eight (8) hours of the incident.
  - All serious injuries requiring immediate hospitalization must be reported to MDOL within 24 hours of the incident.
  - Reports can be made electronically or by telephone at [incident.bls@maine.gov](mailto:incident.bls@maine.gov) or 207-592-4501 (24 hours).

This person or their designee is also responsible for:

- Maintaining training recordkeeping.
- Maintaining OSHA Recordkeeping on OSHA 300 Log and Summary of Occupational Injuries and Illnesses.
- Posting the OSHA 300A Summary Work-Related Injuries and Illnesses from February 1 to April 30 of the year following the year covered by the form.

Supervisors and Managers are responsible for:

- Training employees on procedures and policies.
- Ensuring all incidents and injuries are thoroughly investigated and provide appropriate corrective actions in a timely manner.
- Ensuring immediate and long-term corrective actions are taken to prevent reoccurrence.
- Contact Human Resources to arrange all medical care for injured workers. If emergent care is needed, or injuries occur after normal business hours, send employee to local emergency room and notify Human Resources during the next business day.
- Taking action to protect people and property from secondary effects of incidents.

Employees are responsible for:

- Immediately reporting all incidents and injuries to their supervisors.
- Promptly reporting all hazardous conditions and near misses to supervisors.
- Assisting, as requested, in all incident reviews.

#### **Incident Review**

The County of Aroostook considers employees to be our most valued asset and as such we will ensure that all incidents are analyzed to correct the hazardous conditions, unsafe practices, and improve related system weaknesses that produced them. This incident analysis plan has been developed to ensure our policy is effectively implemented.

The Human Resources Director will ensure this plan is communicated, maintained and updated as appropriate.

## **Incident Reporting**

**Background** Incidents cannot be investigated or analyzed if they are not reported. When incident analysis is handled as a search for facts, all employees are more likely to work together to report incidents and to correct any procedural, training, human error, managerial, or other deficiencies.

All employees will report immediately to their supervisor, any unusual or out of the ordinary condition or behavior at any level of the organization that has caused or could cause an injury or illness of any kind.

Supervisors will recognize employees immediately when an employee reports an injury or a hazard that could cause serious physical harm or fatality or could result in shutting down operations.

## **Incident Analysis**

The Safety Committee is responsible for analyzing incidents.

Supervisors are assigned the responsibility for analyzing incidents in their departments. All supervisors will be familiar with this plan and trained. Other staff may also investigate in conjunction with the supervisor.

All incidents (near misses) that might have resulted in serious injury or fatality will be analyzed. Incidents that might have resulted in minor injury or property damage will be investigated as soon as possible.

An incident injury report will be submitted to the County Administrator for review and consideration.

## **Management Responsibilities**

When an incident takes place resulting in injury or damage, management and/or supervisory personnel will:

- A. Provide medical and other safety/health help to personnel, sending employee to medical providers, ER (if emergency). Contact Human Resources to schedule if non-emergent.
- B. Bring the incident under control.
- C. Investigate the incident effectively to preserve information and evidence. May take pictures.
- D. Provide the results of the investigation to Human Resources.



Aroostook County  
Sheriff's Office

Shawn D. Gillen, Sheriff  
Joey D. Seeley, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: Shawn D. Gillen, Sheriff

From: Joey D. Seeley, Chief Deputy

Date: March 30, 2023

Reference: UTV Purchase

The Aroostook County Sheriff's Office applied for grant monies through Stone Garden FY2020 OSG requesting to purchase a UTV side-by-side. The Sheriff's Office was approved for \$26,699.00 to make this purchase.

Solicitations with specifications were sought and as a result we received one bid from Houlton Power Sports for \$28,497.00.

I recommend the Sheriff's Office purchase the UTV from Houlton Power Sports for \$28,497.00.

\*\*\*Note: The Sheriff's Office also got approved for \$3,000.00 to go toward an enclosed trailer from the same grant. The Sheriff's Office is planning on selling the older UTV and trailer and putting those funds toward the UTV purchase (short \$1,798.00 through the grant) and an enclosed trailer to store the new UTV.

Signature: \_\_\_\_\_

A handwritten signature in cursive script that reads "Joey Seeley".

Joey Seeley, Chief Deputy

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

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

Tel: 207-532-3471

Fax: 207-532-7319

**Houlton Power Sports**  
**381 North St**  
**Houlton, Maine 04730**

**Buyer's Order**

Date: \_\_\_\_\_ Stock # \_\_\_\_\_ Salesman: Austin

Telephone Numbers	
Home:	_____
Work:	_____
Cell:	_____

Purchaser's Name: Bid for County of Aroostook D.O.B. \_\_\_\_\_

2nd Purchaser's Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Address: \_\_\_\_\_

Name and Phone # of Insurance Co.: \_\_\_\_\_

Year: 2023 Make: Polaris Model: Ranger Northstar vin \_\_\_\_\_

Type ATV	Color Blk	Cly 1	Transmission ( X ) Auto ( ) Std.	Temp Plate No.	Mileage 0
-------------	--------------	----------	-------------------------------------	----------------	--------------

Used Car Trade-In:	Purchaser	Accounting
Make: _____	Price \$ 27,899.00	
Model: _____ Year: _____	Accessories \$	
Mileage: _____ Type: _____	Freight & Setup \$ 399.00	
Color: _____ Cyl: _____	DOC Fee \$ 199.00	
Serial No.: _____	Total Price of Vehicle \$ 28,497.00	
Principal Use Of Vehicle _____	Less Trade-In \$	
	Net Difference \$ 28,497.00	
	Sales Tax \$	
Mechanical Defects Know: _____	Title Fee \$	
NONE KNOWN	Arbitration Fee \$	
	VSI \$	
	Ext. Warranty \$	
Type Of Damage if any know, Including _____	Deposit \$	
Any That Was Repaired: _____	Cash Down \$	
NONE KNOWN	Lien Balance \$	
	Total Balance Due \$ 28,497.00	
	Term 72	
	Rate 6.50%	
	Payment \$ 479.03	

"THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE OR ANY VERBAL STATEMENTS."

**DEPOSIT STATEMENT:** A \$250.00 Deposit is required to "HOLD" this vehicle. This will prevent the sale of this vehicle to another purchaser for \_\_\_\_\_ days. This deposit is refundable ONLY if we or the purchaser cannot obtain financing.

Customer Signature: \_\_\_\_\_ Dealer Signature: \_\_\_\_\_  
Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2nd Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By: HOULTON POWERSPORTS By: \_\_\_\_\_  
(Dealer) (Name & Title)

Houlton Power Sports 381 North St. Houlton, Maine 04730 Phone (207) 532-4381 Fax (207) 532-4096

Law Enforcement Protection Agreement between Aroostook County Sheriff's Office and Aroostook County Commissioners

The Aroostook County Commissioners acting in their capacity as Municipal Officers for Aroostook County hereinafter referred to as the "County", in accordance with the vote of said County Commissioners at a regular meeting held on April 19, 2023, do hereby enter into an agreement with the Aroostook County Sheriff's Office for law enforcement protection in the Unorganized Territories of Aroostook County. The Sheriff's Office shall provide the following:

- a) Report: Provide a written bi-annual report to the Commissioners on calls for service the Sheriff's Office responds to in the Unorganized Territories.
- b) Proof of Certification: Provide written proof to the Commissioners that the deputy assigned to the Unorganized Territories has been certified through the Maine Criminal Justice Academy pursuant to Title 25, §2804-C.
- c) Equipment and Clothing: The Sheriff's Office shall provide a marked patrol unit and the unit shall prominently display on the exterior the indicia of the Aroostook County Sheriff's Office. The Sheriff's Office shall provide necessary office supplies, office furniture, uniforms, and equipment for use by the UT deputy to fulfill assignments.
- d) Appear: Appear before the Commissioners as needed to provide information as requested by the Commissioners.
- e) The Sheriff's Office shall provide comprehensive law enforcement services 40 hours per week. The Sheriff's Office will utilize County law enforcement coverage to provide services for any remaining hours. In the event of an emergency response call and/or an exigent circumstance arises; the deputy assigned to the UT will perform services in a similar way that law enforcement agencies assist under a Mutual Aid Agreement.
- f) The compensation for the herein services shall be paid in quarterly installments to the County of Aroostook from the County's UT budget as follows:

July 01, 2023 – June 30, 2024 - \$ 155,296.00 paid \$38,824.00 quarterly  
 July 01, 2024 – June 30, 2025 - \$ 163,354.00 paid \$40,838.50 quarterly  
 July 01, 2025 – June 30, 2026 - \$ 171,814.00 paid \$42,953.50 quarterly

The duration of this contract is from July 1, 2023 - June 30, 2026. Aroostook County Commissioners and Aroostook County Sheriff's Office shall notify each other on or before June 1, 2026 as to whether or not they wish to renew this agreement.

Aroostook County Administrator

Aroostook County Sheriff's Office

\_\_\_\_\_

\_\_\_\_\_

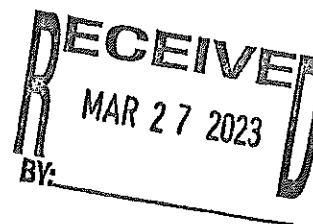
Witness

Witness

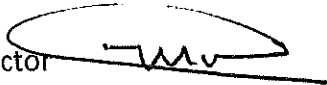
Filed with Fiscal Administrator \_\_\_\_\_, 2023

**Mailing Address:**  
P.O. Box 605  
Caribou, Maine 04736-0605  
**Physical Address:**  
303 Murphy Road  
Fort Fairfield, Maine 04742

www.arostookwaste.com  
Phone: 207-473-7840  
FAX: 207-472-1619



March 22, 2023

To: Contracted customers  
Fr: Mark Draper, Solid Waste Director   
RE: Supplemental Agreements

It was past-practice of the former Tri-Community Recycling & Sanitary Landfill ("TCL") to coordinate contract terms with constructed landfill capacity and associated debt financing terms. For example, if constructed landfill cells were estimated to last 10 (ten) years, then the debt and the customer contract terms were also established for that same ten-year period. When the capacity was consumed, the debt would be paid off, and the contracts would expire. Then, the process started over again. The benefits of that arrangement are that the Owner communities have some assurance they will have a revenue stream to help pay-off the debt; and the Contracted communities are not responsible for long-term debt past the existing capacity at the landfill.

When TCL (now Aroostook Waste Solutions, "AWS") renewed contracts in 2018, we were in the process of negotiating with the City of Presque Isle to add that community as a fourth co-owner of TCL and to obtain ownership of the Presque Isle Landfill. Therefore, it was unclear at that time how much constructed capacity was going to be available, or for what period of time. Therefore, the Board requested that the contracts be renewed for a rather arbitrary 10-year period. Nearly all of the contracted communities did so.

Now, AWS is preparing to construct new capacity (Cells 5 and 6) at the Tri-Community Landfill facility in Fort Fairfield. That new capacity is anticipated to last until 2032. Financing terms are being set up to pay off the debt in 2032. The existing contracts are set to expire on December 31, 2028, but we now have the opportunity to get back to the practice of coordinating capacity with debt and contracts. To do so, we are asking Contracted customers to extend the current contracts from December 31, 2028 to **December 31, 2032**. To that end, please find enclosed a proposed Supplemental Agreement for your consideration which extends the contract term from 2028 to 2032. No other terms or conditions would be modified by this extension. If agreeable, please sign as indicated, keep a copy, and return the original to AWS.

Please let me know if you have any questions or need additional information. Thank you.

***We are an equal opportunity employer and provider.***

COPY

**SUPPLEMENTAL AGREEMENT #4 BETWEEN AROOSTOOK WASTE SOLUTIONS  
(FORMERLY TRI-COMMUNITY RECYCLING & SANITARY LANDFILL) AND THE  
COUNTY OF AROOSTOOK**

WHEREAS, the Parties, Aroostook Waste Solutions ("AWS") (formerly Tri-Community Recycling & Sanitary Landfill), and the County of Aroostook ("County") entered into an Agreement dated July 1, 1994, as amended (hereinafter referred to as "Original Agreement"). This Supplemental Agreement encompasses the Unorganized Townships of: Square Lake, Cross Lake, Sinclair, Madawaska Lake, Connor and Scopan (T11 R4).

WHEREAS, it is expressly agreed by the Parties that this Agreement is supplemental to the Original Agreement, as amended, which is made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement, as amended, are to apply to this Supplemental Agreement.

WHEREAS, the Original Agreement of the Parties is changed in the following respects only:

- **Article IX, Paragraph A**, is modified to include the following language: This Agreement shall remain in effect until the last day of the year **2032** or until the constructed secure landfill cells have been filled to capacity, whichever is earlier, or unless earlier terminated as herein provided, except that, notwithstanding any provision to the contrary, this Agreement shall remain in effect until the Bonds have been defeased and any amount owing to any liquidity or credit provider have been paid.

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Agreement as of the date written below.

COUNTY OF AROOSTOOK:

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

Printed Name and Title: \_\_\_\_\_

Witness: \_\_\_\_\_

AROOSTOOK WASTE SOLUTIONS:

By:   
Mark Draper, Solid Waste Director

Date: March 22, 2023

Witness: 