

County of Aroostook

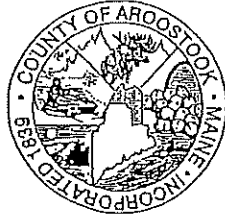
COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: April 10, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Solid Waste Agreement for Benedicta and Silver Ridge.

Attached is the proposed Solid Waste Interlocal Cooperation Agreement with the **Town of Sherman** for the Unorganized Townships of Benedicta and Silver Ridge. This contract is for the one (1) year period of July 01, 2024 to June 30, 2025, and represents a 3% increase above last year's agreement.

	<u>Benedicta</u>	<u>Silver Ridge</u>
• July 01, 2024 to June 30, 2025	\$ 33,302.00	\$ 16,138.00.

At their April 09, 2024 meeting, Sherman Town Officials unanimously agreed to, and signed the proposed agreement. It is my recommendation that the contract be reviewed and signed by the County Administrator on behalf of the County of Aroostook.

SOLID WASTE INTERLOCAL COOPERATION

Townships	Residential Structures	Population
BENEDICTA	_____	227
SILVER RIDGE	_____	110

The Aroostook County Administrator acting in his capacity as Municipal Official for the Townships of **Benedicta** and **Silver Ridge**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Sherman** in accordance with the vote of said Municipal Officials at a regular meeting held on APRIL 9, 2024, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships, hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

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

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

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

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

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

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

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

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

	<u>Benedicta</u>	<u>Silver Ridge</u>	<u>Total</u>
July 01, 2024 to June 30, 2025	\$33,302.00	\$16,138.00	\$49,440.00

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

8. This Agreement shall be in effect for a period of one (1) year from July 01, 2024 to June 30, 2025. The County and Municipality shall review this Agreement approximately three (3) months prior to the end of this period, at which time negotiations will commence for a new Cooperation Agreement. At any time, during the term of this Agreement, either the County or the Municipality, by vote of their respected officials, can terminate this Agreement without penalty, upon ninety (90) days written notice to the other party. This Agreement can be amended only by written agreement of the parties and shall not be changed or amended orally.

IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the 9th day of April 2024.

Jeffrey W. Blum
WITNESS

Ralph E. [Signature]
[Signature]
[Signature]
[Signature]
OFFICIALS OF SHERMAN

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

Prepared/Revised by County of Aroostook 4/5/2024

County of Aroostook

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HOULTON

MEMORANDUM

DATE: April 10, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Fire Protection Agreement for Benedicta and Silver Ridge.

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

This contract is for the three (3) year period of July 01, 2024 to June 30, 2027, and represents a 2.5% increase per year for the term of the agreement.

	<u>Benedicta</u>	<u>Silver Ridge</u>
• July 01, 2024 to June 30, 2025	\$ 9,900.00	\$ 4,818.00
• July 01, 2025 to June 30, 2026	\$ 10,148.00	\$ 4,938.00
• July 01, 2026 to June 30, 2027	\$ 10,402.00	\$ 5,061.00

At their April 09, 2024 meeting, Sherman Town Officials unanimously agreed to, and signed the proposed agreement. It is my recommendation that the contract be reviewed and signed by the County Administrator on behalf of the County of Aroostook.

FIRE PROTECTION INTERLOCAL COOPERATION

Townships	Residential Structures	Population
Benedicta	_____	227
Silver Ridge	_____	110

The Aroostook County Administrator acting in his capacity as Municipal Official for the above Townships hereinafter referred to as the "County", enters into an agreement with the **Municipality of Sherman** in accordance with the vote of said Municipal Officials at a regular meeting held on APRIL 9, 2024, hereinafter referred to as the "Municipality" for fire protection to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

1. The Municipality agrees to provide auxiliary or supplemental fire protection to the Unorganized Townships of Benedicta and Silver Ridge.
2. When a call for aid or assistance from any person in the Unorganized Township of Benedicta and Silver Ridge is received at the Municipal Fire Station, the following procedures will be followed:
 - A. When the Municipal Fire Department is not preparing to attend or attending a fire or engaged in rescue or life-saving, the dispatcher shall immediately notify his superior and dispatch such force to respond to such call as he may deem necessary and proper under the circumstances, but in no case leaving the Municipality without any fire protection.
 - B. When the Municipal Fire Department is preparing to attend or attending a fire or engaged in rescue or life-saving, the dispatcher shall immediately notify the available ranking officer who shall decide what force, if any, can be sent to answer such call and shall issue his orders accordingly. The dispatcher answering the call for aid shall then inform any County Officers of the action taken.
3. A force sent to aid and assist shall at all times be directly under the order and control of the Municipal Fire Department officers in charge of the forces; however, while within the limits of the Unorganized Territory, the force is acting in behalf of and as an agent of the County.
4. When in the opinion of the officer in charge the services of the Department are no longer needed, he shall order the force to return to the station. The officer may, however, leave such equipment as he deems advisable for use by the men on standby, if there is a danger of the fire breaking out again.
5. The ranking officer shall have the power to order the return of a force at any time when in his opinion the services of, or the presence of, such forces is required within the Municipality.

6. The Maine Forest Service has the responsibility to handle suppression of all grass or brush fires but will reimburse any Municipality that fights a grass or brush fire that is a threat to the forest in the Unorganized Territory. They will also respond to structural fires when and only when personnel and equipment are nearby and available and will do so in recognition of lack of other readily available sources of help or a potential hazard to the forest.
7. The Contractor shall have and maintain Compensation Insurance, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

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

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

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

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

8. If the Contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail setting forth the basis for the County's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the County's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified mail, notify the

