

MINUTES

AROOSTOOK COUNTY COMMISSIONERS' MEETING WEDNESDAY, APRIL 17, 2024 – 1:00 PM SHERIFF'S OFFICE BUILDING SECOND FLOOR CONFERENCE ROOM-HOULTON

Present:

Paul J. Underwood, Chair, County Commissioner
Norman L. Fournier, County Commissioner
William T. Dobbins, County Commissioner
Ryan D. Pelletier, County Administrator
Tammy Pelletier, Operations Assistant
Steve Pelletier, ARPA Program Administrator-Zoom
Paul Bernier, Community Services Director
Darren Woods, Director, EMA
Peter Johnson, Sheriff
Erica Pelletier, Chief Deputy, Aroostook County Sheriff's
William Janakis, Sergeant, Aroostook County Sheriff's
Jim Willis, Dirigo Safety
Rand Maker, Chief Deputy, Lincoln County Sheriff's, Camp Postcard
Brian Harris, Lieutenant, Maine State Police
Steven Austin, Camp Postcard Luke Gross Award Recipient, and his family
Rob Morang, Sergeant, Hancock County Sheriff's-Zoom
Kathleen Thomaselli, Bangor Daily News
Megan Waceken, WAGM

- ART. 1. Commissioner Paul Underwood called the meeting to order at 1:00 pm.
- ART. 2. Pledge of Allegiance.
- ART. 3. No public comment.
- ART. 4. Mr. Ryan Pelletier requested the following addition to Article 23: Other Business:
A) To Consider the Fire Protection Agreement for Benedicta and Silver Ridge with the town of Sherman; B) To Consider the Solid Waste Contract for Benedicta and Silver Ridge with the town of Sherman.

MOTION:

Motion by Norman Fournier, seconded by William Dobbins to approve the agenda as amended.

VOTE:

Motion voted on and passed.

- ART. 5. Commissioner Underwood entertained a motion for approval of the March 20, 2024 Commissioners' Meeting minutes.

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the meeting minutes of March 20, 2024.

VOTE:

Motion voted on and passed.

ART. 6. The County Commissioners approved and signed the following:

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

ART. 7. Sgt. William Janakis and Chief Rand Maker presented the 2023 Camp Postcard Deputy Luke Gross Youth of the Year award to camper Steven Austin.

No motion necessary.

ART. 8. Mr. Jim Willis of Dirigo Safety presented the Aroostook County Sheriff's Office with MLEAP accreditation. The Aroostook County Sheriff's Office is the 27th agency in Maine to become accredited with MLEAP.

No motion necessary.

ART. 9. Mr. Ryan Pelletier provided an update on the letters of interest received for the Opioid Task Force. He recommended that the 1 applicant from District 1 and 2 applicants from District 3 be accepted, while the 9 applicants from District 2 be reviewed further by the Commissioners to select 6 members from that pool of applicants. The Task Force would include 9 community members and 3 Ex-Officio members (Ryan Pelletier, County Administrator; Dana Gendreau, Finance Director; Peter Johnson, Sheriff).

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the applicants as noted for District 1 and District 3, and to further review the applicants from District 2.

VOTE:

Motion voted on and passed.

ART. 10. Sheriff Peter Johnson presented for consideration the hiring recommendation of Benjamin Wiperman as full-time Dispatcher.

MOTION:

Motion by William Dobbins, and seconded by Norman Fournier to approve the hiring recommendation of Benjamin Wiperman as full-time Dispatcher.

VOTE:

Motion voted on and passed.

ART. 11. Sheriff Peter Johnson presented for consideration the recommissions of Deputy Kenna Prue and Deputy Stewart Kennedy.

MOTION:

Motion by Norman Fournier, seconded by William Dobbins to approve the recommissions of Deputy Kenna Prue and Deputy Stewart Kennedy.

VOTE:

Motion voted on and passed.

ART. 12. Sheriff Peter Johnson presented for consideration the 2024 dispatch contract with Monticello.

MOTION:

Motion by Norman Fournier, seconded by William Dobbins to approve the 2024 dispatch contract with Monticello.

VOTE:

Motion voted on and passed.

ART. 13. Mr. Darren Woods presented for consideration the hiring recommendation of Zachary Konz as a North Lakes Fire & Rescue Firefighter.

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the hiring recommendation of Zachary Konz as a North Lakes Fire & Rescue Firefighter.

VOTE:

Motion voted on and passed.

ART. 14. Mr. Darren Woods presented for consideration the bid recommendation for a 1-ton pick-up to be purchased from Pelletier Ford for \$58,695.

MOTION:

Motion by Norman Fournier, seconded by William Dobbins to approve the bid recommendation for a 1-ton pick-up to be purchased from Pelletier Ford.

VOTE:

Motion voted on and passed.

ART. 15. Mr. Paul Bernier presented for consideration the 2024 ambulance agreement with the City of Caribou for services in Madawaska Lake.

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the 2024 ambulance agreement with the City of Caribou for services in Madawaska Lake.

VOTE:

Motion voted on and passed.

ART. 16. Mr. Paul Bernier presented for consideration the ambulance and fire agreement with the City of Caribou for services in Connor.

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the ambulance and fire agreement with the City of Caribou for services in Connor.

VOTE:

Motion voted on and passed.

ART. 17. Mr. Paul Bernier presented for consideration a five (5) year septage disposal contract with Jane & Mike Ricci.

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the five (5) year septage disposal contract with Jane & Mike Ricci.

VOTE:

Motion voted on and passed.

ART. 18. Mr. Steve Pelletier presented for consideration the 2024 ARPA Grant Award recommendations. Commissioner Norman Fournier disclosed that he is a board member of Ambulance Services Inc., which is included as a recommended grant recipient.

MOTION:

Motion by Norman Fournier, seconded by William Dobbins to approve the 2024 ARPA Grant Award recommendations as presented.

VOTE:

Motion voted on and passed.

ART. 19 County Commissioner's Report

Commissioner Fournier reported out on the MCCA/Risk Pool. Lower number of claims again this month. Most are storm/water damage, car accidents, and 1 inmate claim. 197 total outstanding claims. Working on getting funding to increase Jail training to increase safety and reduce claims. Under the freedom of information act, the ACLU has requested all settlements for the past 3-4 years. Risk Pool is working on the last 10 settlements for redaction which is time consuming and costly.

The Legislature closes today. Closely watching the \$4 million in supplemental jail funding and the outcome of the rural patrol bill which would include additional State Trooper positions in Aroostook County.

ART. 20. Other Business

A) Mr. Paul Bernier presented for consideration a three (3) year fire protection agreement with the Town of Sherman for services in Benedicta and Silver Ridge.

MOTION:

Motion by Norman Fournier, seconded by William Dobbins to approve the three (3) year fire protection agreement with the Town of Sherman for services in Benedicta and Silver Ridge.

VOTE:

Motion voted on and passed.

- B) Mr. Paul Bernier presented for consideration a one (1) year solid waste agreement with the Town of Sherman for services in Benedicta and Silver Ridge.

MOTION:

Motion by William Dobbins, seconded by Norman Fournier to approve the one (1) year solid waste agreement with the Town of Sherman for services in Benedicta and Silver Ridge.

VOTE:

Motion voted on and passed.

ART. 21. Adjournment.

MOTION:

A motion was made by William Dobbins, seconded by Norman Fournier to adjourn the meeting at 1:49 pm.

VOTE:

Motion voted on and passed.

ATTEST: A True Copy
of Commissioners' Meeting

Ryan D. Pelletier
County Administrator

AROOSTOOK COUNTY COMMISSIONERS
DATE: May 15, 2024



MEMORANDUM

TO: NMDC Member Communities/Counties
FROM: Robert P. Clark, Executive Director
DATE: April 17, 2024
RE: Appointments to the NMDC Membership

Enclosed herewith is a community representative appointment form for communities and counties who have appropriated dues for NMDC for the 2023-2024 fiscal year.

NMDC will be holding their annual election meeting in June, 2024 for the election of Executive Board members whose terms are expiring in 2024. The Executive Board is elected from the NMDC Membership, therefore your appointments to the NMDC Membership are critical to the structure of the Executive Board and the Commission as a whole. It is important for you, and for us, that your appointed representative be able to attend the NMDC Membership meetings and Executive Board meetings if elected to the Executive Board in June. Active participation by Board members is essential to ensure that your municipality/county is effectively represented in all NMDC activities and programs.

Your appointment(s) last year were: Norm Fournier - County
William Dobbins - County

We look forward to your community's representation on the NMDC Membership to help us further economic development and planning for Northern Maine.

A response on the enclosed form would be appreciated by June 7, 2024.

Thank you for your support of NMDC's mission. If you have any questions or need any additional information, please feel free to contact us at any time.

RPC/jd





MEMORANDUM

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Your appointment(s) last year were: Martin Dionne - Unorganized

We look forward to your community's representation on the NMDC Membership to help us further economic development and planning for Northern Maine.

A response on the enclosed form would be appreciated by June 7, 2024.

Thank you for your support of NMDC's mission. If you have any questions or need any additional information, please feel free to contact us at any time.

RPC/jd



**Northern Maine Development Commission
NMDC Member
Appointments**

Please note: At least one (1) of your municipal representatives must be an elected official or an employee of a general purpose unit of local government.

Municipality/County: _____

Municipal Office/Address: _____

Phone Number: _____

First Representative:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Occupation Profession: _____

Elected Official: Y/N _____

If Elected Official; Title: _____

Second Representative:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Occupation Profession: _____

Elected Official: Y/N _____

If Elected Official; Title: _____

Please return electronically to:

jdinsmore@nmdc.org

Northern Maine Development Commission
P.O. Box 779
Caribou, ME 04736
Attn: Judy

No later than June 7, 2024

Thank you.

FARRELL, ROSENBLATT & RUSSELL

ATTORNEYS AT LAW
61 MAIN STREET, SUITE 1
P.O. BOX 738
BANGOR, MAINE 04402-0738

COPY

ANGELA M. FARRELL
NATHANIEL M. ROSENBLATT
GREGORY P. DORR
ROGER L. HUBER
ERIK T. CROCKER
BARRY A. COHEN
EMILY A. BELANGER

THOMAS A. RUSSELL (Retired)
STUART M. COHEN (Retired)

TELEPHONE (207) 990-3314
TELECOPIER (207) 941-0239

April 29, 2024

VIA E-mail and U.S. Regular Mail

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

Re: Cassidy Holdings, LLC – Tax Abatement Appeal Hearing

Dear Mr. Pelletier:

Two important matters. First, enclosed are the comparables the County Commissioners requested be provided in advance of the abatement appeal hearing. I will bring hard copies to the hearing.

Second, the hearing is currently scheduled for May 7, 2024. I was just advised by Mr. Cassidy that his earlier scheduled major eye surgery has been rescheduled for May 7th. Given that Mr. Cassidy is the appellant and our primary witness, I would, *again*, ask that this hearing be postponed to a date convenient for the County Commissioners. I am sure the County Commissioners are anxious to put this appeal behind them, as are we. Submission of the requested comparables by today's deadline should evidence the seriousness with which we take this appeal and our desire to get this matter before the County Commissioners; unfortunately, circumstances beyond our control again necessitate an extension. I can provide you with medical confirmation of the surgery if you would like.

Very truly yours,

FARRELL, ROSENBLATT & RUSSELL


Roger L. Huber

Enclosures

cc: Cassidy Holdings, LLC
Penny Thompson, Caribou City Manager
Richard Solman, Esq.

From: Penny Thompson <pthompson@cariboumaine.org>
Sent: Monday, May 6, 2024 8:09 AM
To: Tammy Pelletier <tammy.pelletier@aroostook.me.us>
Subject: RE: Postponed - Tax Abatement Hearing Cassidy V Caribou

Good morning –

Times not available:

June 14

June 26 – June 30

July 28 – August 2

August 13 – 16

Most of my commitments are night meetings so they would not interfere with a daytime meeting.

Thanks!

Penny

District	Town	Name	RSVP (#)
Bill	Easton	Cheryl Clark	2
Bill	Littleton	Sandra Wotton	2
Bill	Merrill & Smyrna	John Graham	1
Bill	Weston	Dennis P. Clark	
Bill	Weston	John H. Ribe	
Norm	Allagash	Susan Gardner	2
Norm	Allagash	Cheril Turner	2
Norm	Fort Kent	Donald Raymond	2
Norm	Frenchville	Le Club Du Bonheur	2
Norm	Limestone	Elmer Morin	2
Norm	Portage Lake	James Dumond	2
Norm	Wallagrass	Thomas Pinette	2
Norm	Stockholm	Susie Anderson	2
Norm	Van Buren	Peter J. Madore	
Paul	Caribou	Gary Cook	2
Paul	Caribou	Keith Brown	
Paul	Presque Isle	Rotary Club of Presque Isle	2
			25 RSVP's

County of Aroostook

ARPA Allocations

Control Panel Lighting Upgrade - Jail - \$119,700.00.

Rain Gutters Replacement – Sheriff Building – existing \$17,920.00 – additional \$35,000.00.

Walk-in Freezer Replacement – Jail - \$45,000.00.

Exterior Brick Work Repairs – Sheriff Building - \$10,000.00.

Exterior Trim/white Painting – Houlton Superior Court Building - \$15,000.00.

Condensate Tank Replacement – Jail - \$40,000.00.

Total: \$264,700

North Lakes Rescue Truck- \$49.36 – Balance:

Court House Steam Traps- \$647.97 – Balance:

Unobligated/available to commit before December 31, 2024: \$168,681.33

County of Aroostook

Quarterly Financial Summary

The purpose of this narrative is to provide a brief overview and highlights of the financials for the County of Aroostook's four funds. (General, ARPA, Jail and UT) This report is not meant to be all inclusive, however, will highlight areas that management feels need to be noted and observed to give Department Heads and Elected Officials necessary information for the budget oversight process.

General Fund

Year-To-Date: FY 2024 Special 6 Month Budget | January 2024 - March 2024

Benchmark %: 50%

GF Revenue:

The Departmental Revenue section collected \$318,162 which equates to 22.2% collected as of March 2024. There are several line items, in departmental revenue, that will record March quarterly revenue in April 2024; totaling \$340,841. Once the additional revenue is factored in, the percentage collected is now 46%, just shy of 4% from the targeted amount. A large contributor to the 4% is the decrease in transactions over the winter months for both registry of deeds.

- District Court Rent: \$18,134
- District Attorney: \$10,724
- Registry Deeds South: \$31,090
- Registry Deeds North: \$10,149
- Registry of Probate: \$13,851
- Maine Drug Enforcement Agency: \$84,636
- UT Deputy Control Contract: \$38,824
- MEDATS: \$29,857
- Copier: \$2,553
- Outside Employment: \$1,023
- Transfer in from Designated ARPA Revenue Loss: \$100,000

The Tax Revenue section for the first half of the "special 6-month budget year" continues to reflect the Jail's portion of County taxes which are journaled as revenue to the Jail Fund from the General Fund monthly, thus the negative 18% collected, shown on the general fund financials. This percentage typically becomes positive once the County begins to receive tax

payments from the Towns/Municipalities. The Special 6-month County tax bill was mailed to Towns/Municipalities in February 2024 as well as the approved payment plan option allowing the Towns/Municipalities to select up to three installments for payment. I have charted the anticipated payments for the special county tax bill based on current responses, see below. The County has 28 municipalities that have yet to respond with their selected payment option, however we anticipate an influx of submissions in the next few months.

Option 1: Payment Due 9/1/24	\$1,471,784
Option 2: Payment Due 2 installments 9/1/24 & 9/1/25	\$988,316
Option 3: Payment Due 3 installments 9/1/24 & 9/1/25 & 9/1/26	\$918,873
Response Pending: 28 Municipalities	\$2,384,732
Total Special 6 Month County Tax Revenue	\$5,763,705

GF Expense:

The general fund expenses, as a total, are currently trending at 53.9%, which is slightly above the targeted 50% for the mid-year benchmark. The largest factors contributing to the overage is the capital outlay and contingent expense line expensed at 100% of the budget in the amount of \$816,764. Should those two lines be expensed quarterly, the general fund total expense percentage would decrease from 53.9% to 46.5%, which validates that the general fund expenses are right on target for the first half of the special 6-month budget.

Financial information/updates:

- ARPA funds will be used to cover the special six-month operations for cash flow purposes.
- A TAN will be necessary in July 2024, the start of the new fiscal year.
- 2023 Accounts Receivable funds have been fully collected.
- Interest Rate has been increased from 3.00% earning to 3.44% as effective May 1, 2024, for all County interest bearing accounts.

ARPA Fund (American Rescue Plan Act 2021)

Year-To-Date: FY 2024 | January 2024 – March 2024

ARPA Revenue:

Interest revenue collected for the first quarter of 2024 is reported at \$71,813.83.

ARPA Expense:

The County has expensed \$251,213 towards the ARPA awarded projects for the first quarter of 2024.

First Round 2022 Award Municipal/Non-Profit Project Completion Percentage: 91%

Second Round 2023 Award Municipal/Non-Profit Project Completion Percentage: 34%

Jail Fund

Year-To-Date: FY 2023-2024 | July 2023 - March 2024

Benchmark %: 75%

Jail Revenue:

The Jail Fund departmental revenue is currently trending on target at 76.2% collected. The County Jail has received the 3rd quarterly payment for jail funding. Supervision Fees and Court Fines are trending below target for this fiscal year based on activity. Monthly tax allocation transfer payments are made from the General Fund to the Jail Fund, which appropriately reflects a collection percentage of 75%, targeted benchmark.

Jail Expense:

The Jail Fund expenses for the 3rd quarter of the fiscal year are trending slightly above the 75% benchmark target at 77.6%. The three contributors to this 2% increase are the same as last quarter, listed below:

- The Jail's capital appropriation funded at 100% for the fund's fiscal year at \$55,000.
- The Jail's property, liability, and vehicle insurance funded at 100% for the fund's fiscal year at \$79,924.
- The boarding of prisoners' expense at \$72,962. No additional boarding expenses for the 3rd quarter.

The Jail Fund is projected to be approximately 3% over in expense due to increased costs to operate the jail such as inmate medical costs, food costs, state mandates and boarding of prisoners.

UT Fund

Year-To-Date: FY 2023-2024 | July 2023 - March 2024

Benchmark %: 75%

UT Revenue:

The Unorganized Territory departmental revenue is trending above the 3rd quarter target at 106.0%. The three largest contributors to the increase in percentage collected are same as last quarter however the amounts have increased:

- Excise Tax Revenue: Collected 16.8% more than the target budget for 3rd quarter.
- Interest Income: Collected \$52,158 more than projected budget amount of \$10,000.

- LRAP (Local Road Assistance) revenue, which was funded in full for the year at \$113,320, has calculated \$15,056 in additional revenue over our projected budget amount.

Tax revenue quarterly payment collected from the State of Maine is on target at 75%, as anticipated.

The revenue line, UT Surplus, of \$50,000 is a budget entry only thus no activity in the current year column.

UT Expense:

The Unorganized Territory is reporting 77.7% of its operational budget expensed as of March 2024. The contributing factor to the increase over the benchmarked 75% is the UT Capital, funded at 100% or \$493,750, per the approved FY 2023-2024 budget. Had the capital line been expensed quarterly, the total expense percentage would decrease from 77.7% to 72.9%, which is slightly below the 75% targeted benchmark.

County of Aroostook

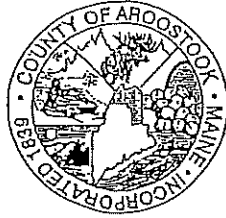
COMMISSIONERS' OFFICE

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 29, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Fire Protection Agreement for Bancroft Township

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Municipality of Reed Plantation** for the Unorganized Territory of Bancroft.

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

- July 01, 2024 to June 30, 2025 \$ 3,674.00
- July 01, 2025 to June 30, 2026 \$ 3,784.00
- July 01, 2026 to June 30, 2027 \$ 3,898.00

At their April 23rd, 2024 meeting, Reed Plantation Officials unanimously agreed to, and signed the proposed agreement. It is my recommendation that the contract be reviewed and signed by the County Administrator.

FIRE PROTECTION INTERLOCAL COOPERATION

BANCROFT TOWNSHIP

The Aroostook County Administrator acting in his capacity as Municipal Official for the Township of **Bancroft**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Reed Plantation** in accordance with the vote of said Municipal Officials at a regular meeting held on April 23rd, 2024, hereinafter referred to as the "Municipality" for fire protection to the residents of the **Bancroft Township**, 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 residents of the Unorganized Territory of **Bancroft Township**.
2. When a call for aid or assistance from any person in the Unorganized Territory of **Bancroft Township** 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 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.

9. The County shall compensate the Municipality for providing this service in the following annual amounts of:

July 01, 2024 – June 30, 2025	\$ 3,674.00
July 01, 2025 – June 30, 2026	\$ 3,784.00
July 01, 2026 – June 30, 2027	\$ 3,898.00

This agreement shall be in effect for three (3) years from **July 01, 2024 to June 30, 2027**. The County and Municipality shall review this agreement at the end of each anniversary date and either the County or the Municipality, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the 23rd day of April 2024.

Ellen R. Harrington assessor
Nicole Collins assessor
Scott Harrington assessor

Jean White Town Manager
WITNESS

OFFICIALS OF REED PLANTATION

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

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: May 02, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Fire Protection Agreement for T15R6

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Town of Eagle Lake** for the Unorganized Township T15R6.

This agreement is for the three (3) year period of July 01, 2024 to June 30, 2027 and represents a 5% increase for the first year, followed by 3% increases for the last two years.

- July 01, 2024 to June 30, 2025 \$ 3,255.00
- July 01, 2025 to June 30, 2026 \$ 3,353.00
- July 01, 2026 to June 30, 2027 \$ 3,454.00

At their April 24, 2024 meeting, Eagle Lake 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.

T15R6

The Aroostook County Administrator acting in his capacity as Municipal Official for **Township 15 Range 6**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Eagle Lake** in accordance with the vote of said Municipal Officials at a regular meeting held on April 24, 2024, hereinafter referred to as the "Municipality" for fire protection to the residents of the **T15R6**, 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 residents of the Unorganized Township of **T15R6**.
2. When a call for aid or assistance from any person in the Unorganized Township of **T15R6** 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 not commence work under this contract until all insurance required has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from snow removal and sanding operations under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts as required by State Law.

Compensation Insurance:	As required by State Law	
General Liability Insurance:	Bodily Injury	\$1,000,000
	Property Damage	\$1,000,000
Vehicle Liability Insurance:	Single Occurrence	\$1,000,000
	➤ 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. Annual renewals of the insurance policies during the life of the Contract shall be furnished to the Owner.

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

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

July 01, 2024 to June 30, 2025	\$3,255.00
July 01, 2025 to June 30, 2026	\$3,353.00
July 01, 2026 to June 30, 2027	\$3,454.00

9. This agreement shall be in effect for three (3) years from July 01, 2024 to June 30, 2027. The County and Municipality shall review this agreement at the end of each anniversary date and either the County or the Municipality, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the 24th day of APRIL 2024.

Arthur J. Corral

[Signature]
WITNESS

OFFICIALS OF EAGLE LAKE

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

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: May 02, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Fire Protection Agreement for Baie Creuse (Sinclair)

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Town of Madawaska** for the Unorganized Township of Sinclair (Baie Creuse).

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

- July 01, 2024 to June 30, 2025 \$ 1,530.00
- July 01, 2025 to June 30, 2026 \$ 1,576.00
- July 01, 2026 to June 30, 2027 \$ 1,623.00

At their April 24, 2024 meeting, Madawaska 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

SINCLAIR (T17R4 - BAIE CREUSE)

The Aroostook County Administrator acting in his capacity as Municipal Official for Sinclair (T17R4), hereinafter referred to as the "County", enters into an agreement with the Municipality of Madawaska in accordance with the vote of said Municipal Officials at a regular meeting held on April 24, 2024, hereinafter referred to as the "Municipality" for fire protection to the residents of Sinclair, 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 residents of the Unorganized Township of Sinclair (T17R4), more specifically the northeast area of T17R4 (Baie Creuse) bordering on Madawaska.
2. When a call for aid or assistance from any person in the Unorganized Township of Sinclair (Baie Creuse) 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. Any 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 that 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 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.

9. The County shall compensate the Municipality for providing this service in the following annual amounts:

July 01, 2024 to June 30, 2025	\$1,530.00
July 01, 2025 to June 30, 2026	\$1,576.00
July 01, 2026 to June 30, 2027	\$1,623.00

This agreement shall be in effect for a period of three (3) years from July 01, 2024 to June 30, 2027. The County and Municipality shall review this agreement at the end of each anniversary date and either the County or the Municipality, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the 24 day of April 2024.

Nathaniel Moncault
WITNESS

Richard J. Dion
Chris Ketch
Jan
Miriam Raymond

MADAWASKA BOARD OF SELECTMEN

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

County of Aroostook

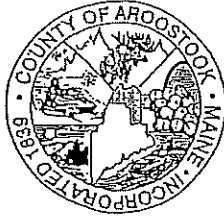
COMMISSIONERS' OFFICE

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: May 01, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Animal Control Contract Agreement for T11R4 (Scopan)

Attached is the proposed Animal Control Contract Agreement with the **Town of Mapleton** for the Unorganized Township of T11R4 (Scopan).

The term of this contract is for the one-year term of July 01, 2024 to June 30, 2025.

It is my recommendation that the contract be reviewed by the County Commissioners and to authorize the County Administrator to sign the contract.

Animal Control Contract Agreement

County of Aroostook (SCOPAN TOWNSHIP)

This agreement dated this 29 day of April 2024 and executed by and between the County of Aroostook on behalf of the inhabitants of Scopan Township by the Aroostook County Administrator herein after referred to as the "County", and the Towns of Mapleton, Chapman and Castle Hill, herein after referred to as the "Contractor". In consideration of mutual covenants made herein, the parties agree as follows;

The Contractor agrees to:

1. Respond in a timely manner to complaints concerning animal problems or violations and ensure that the Animal Welfare laws are enforced.
2. Ensure that dogs six months of age or older are currently licensed with the Municipality of Mapleton.
3. Inspect kennels in accordance to "Maine's Rules Setting Minimum Standards for: Pet Shops, Shelters, Kennels, and Boarding Kennels".
4. Respond to reports of an animal suspected of having rabies and ensure that the procedures established in 22 MRSA section 1313-A and "Rules Governing Rabies Management" are carried out.
5. Issue warnings or summons regarding animal control cases as required by State Laws, rules and regulations and municipal ordinances.
6. Appear in court to testify regarding animal cases.

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The County agrees:

1. To pay the Contractor the sum of \$1,000 per year payable in two (2) equal payments; first scheduled UT warrant date in December 2024 (\$500.00) and first scheduled UT warrant date in June 2025 (\$500.00).

2. To pay \$10.00 for each time an animal is transported to the Presque Isle Animal Shelter by the employee's ACO.
3. To pay \$0.67 per mile (Federal IRS Rate) for each mile that the Contractors ACO uses a vehicle while working on ACO related issues to Scopan Township.

4. **The term of this contract is for July 1, 2024 to June 30, 2025.**

IN WITNESS WHEREOF, the parties to this present have executed this contract each of which will be deemed an original on the 29 day of April, 2024.

Lisa Foster
WITNESS

Sandra Fournier
Sandra Fournier, Town Manager

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

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 16, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Fire Protection Agreement for T10R6, T8R5, T9R5, T8R4 Townships

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Town of Masardis** for the Unorganized Townships of T10R6, T8R5, T9R5, and T8R4.

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

- July 01, 2024 to June 30, 2025 \$ 1,537.00
- July 01, 2025 to June 30, 2026 \$ 1,583.00
- July 01, 2026 to June 30, 2027 \$ 1,630.00

At their April 04, 2024 meeting, Masardis 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

Township	Residential Structures	Population
T10R6	_____	_____
T9R5	_____	_____
T8R5	_____	_____
T8R4	_____	_____

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 Masardis** in accordance with the vote of said Municipal Officials at a regular meeting held on April 4, 2024, hereinafter referred to as the "Municipality" for fire protection to the residents of **Township 10 Range 6, Township 9 Range 5, Township 8 Range 5 and Township 8 Range 4**, 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 residents of the Unorganized Townships of **T10R6, T9R5, T8R5, and T8R4**.
2. When a call for aid or assistance from any person in the Unorganized Territory of **T10R6, T9R5, T8R5, or T8R4** 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 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.

9. The County shall compensate the Municipality for providing this service in the following annual amounts:

July 01, 2024 to June 30, 2025	\$ 1,537.00
July 01, 2025 to June 30, 2026	\$ 1,583.00
July 01, 2026 to June 30, 2027	\$ 1,630.00

This agreement shall be in effect for three years from July 1, 2024 to June 30, 2027. The County and Municipality shall review this agreement at the end of each anniversary date and either the County or the Municipality, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract each of which will be deemed an original on the 4th day of April 2024.

John L. Weeks
Robert J. Chapman
Deak W...

OFFICIALS OF MASARDIS

Rita Halin
WITNESS

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

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 16, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul G. Bernier, Community Services Director
RE: Fire Protection Agreement for Oxbow North Township

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Town of Masardis** for the Unorganized Township of Oxbow North.

This contract is for the three (3) year period of January 01, 2024 to December 31, 2026, and represents a 3% increase per year for the term of the agreement.

- **January 01, 2024 to December 31, 2024 \$ 4,978.00**
- **January 01, 2025 to December 31, 2025 \$ 5,127.00**
- **January 01, 2026 to December 31, 2026 \$ 5,281.00**

Town of Masardis Officials have agreed and signed the proposed agreement. It is my recommendation that this contract be approved and signed by the County Administrator.

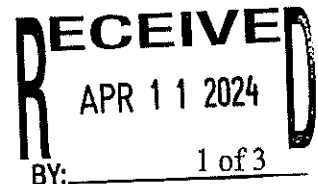
FIRE PROTECTION INTERLOCAL COOPERATION

OXBOW NORTH TOWNSHIP

The Aroostook County Administrator acting in his capacity as Municipal Official for the Township of **Oxbow North**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Masardis** in accordance with the vote of said Municipal Officials at a regular meeting held on April 4, 2024, hereinafter referred to as the "Municipality" for fire protection to the residents of the **Oxbow North Township**, 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 residents of the Unorganized Territory of **Oxbow North Township**.
2. When a call for aid or assistance from any person in the Unorganized Territory of **Oxbow North Township** 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.

Prepared/Revised by County of Aroostook 3/26/2024



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

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.

9. The County shall compensate the Municipality for providing this service in the following annual amounts of:

January 01, 2024 – December 31, 2024	\$ 4,978.00
January 01, 2025 – December 31, 2025	\$ 5,127.00
January 01, 2026 – December 31, 2026	\$ 5,281.00

This agreement shall be in effect for the period of (3) years from January 01, 2024 to December 31, 2026. The County and Municipality shall review this agreement at the end of each anniversary date and either the County or the Municipality, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties to this present have executed this contract each of which will be deemed an original on the 4th day of April 2024.

Billy Halcy
WITNESS

John L. Weeks
Beverly Chapman
Paul [unclear]
OFFICIALS OF MASARDIS

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024

County of Aroostook

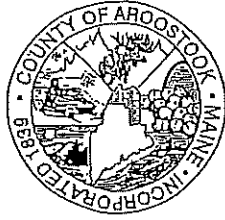
COMMISSIONERS' OFFICE

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 16, 2024
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Snow Removal Contract for Cross Lake (Pelletier Road)

Attached is the proposed Snow Removal Contract with the **Town of New Canada** for a portion (**0.24 mile**) of the Pelletier Road in the Unorganized Township of Cross Lake.

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

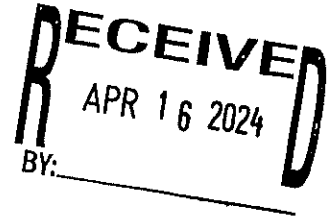
	<u>Contract Amount</u>	<u>Cost Per Mile</u>
• July 01, 2024 to June 30, 2025	\$ 1,682.00	\$7,008.00
• July 01, 2025 to June 30, 2026	\$ 1,732.00	\$7,218.00
• July 01, 2026 to June 30, 2027	\$ 1,784.00	\$7,435.00

At their April 11, 2024 meeting, New Canada Town Officials unanimously agreed to, and signed the proposed contract. It is my recommendation that the contract be reviewed and signed by the County Administrator on behalf of the County of Aroostook.

SNOW REMOVAL CONTRACT

Township

CROSS LAKE



The Aroostook County Administrator acting in his capacity as Municipal Official for the Unorganized Territory of Cross Lake hereinafter referred to as the "County", enters into an agreement with the **Municipality of New Canada** in accordance with the vote of said Municipal Officials at a regular meeting held on April 11, 2024, hereinafter referred to as the "Contractor" for the removal of snow and ice from the roads hereinafter described and designated under the following terms:

1. The Contractor agrees to remove snow accumulating from snowfall or drifting, and centerline ice on the following road:

<u>Road</u>	<u>MDOT Inventory Number</u>	<u>Mileage</u>
Pelletier Road	773	0.24
TOTAL MILES		0.24

2. The Contractor agrees to furnish adequate equipment and manpower necessary to perform the work specified to the satisfaction of the County.
3. The Contractor shall perform the duties required in this contract from the beginning of snow 2024 to the end of snow 2027.
4. The Contractor will commence plowing and sanding operations when snow on the road surface has reached a maximum depth of two (2) inches, either from actual snowfall or drifting caused by wind, and continue same until the roads are cleared of snow to the outside of the road shoulders.
5. The Contractor agrees to provide sufficient sand and salt for operations required by this contract. The County estimates that a minimum of 100 cubic yards of sand will be necessary for each centerline mile of road.
 - A. Maximum gradation of sand shall be one (1) inch, and all sand will be screened to that size prior to use on the road.
 - B. Contractor shall mix between 90 and 110 pounds of salt with each cubic yard of sand before the sand is stockpiled.
 - C. Sanding trucks shall be equipped with either tailgate or hopper sanders, which are capable of regulating the amount of sand/salt spread per mile to ensure evenness of application.
 - D. Contractor shall pay particular attention to the sanding of hills, curves, and intersections, and to apply extra sand/salt to such locations when necessary.
 - E. Contractor is responsible for the selection of a suitable site for the salt/sand stockpiles. By execution of this contract, the Contractor warrants that the salt/sand

stockpiles are in compliance with all local, County, State, and Federal environmental rules, regulations, and statutes. The Contractor agrees to indemnify the County for any liability, claims, demands, causes or action or damages incurred as a result of the use of or stockpiling of salt/sand.

F. Contractor agrees to have all mixed sand/salt stockpiled by November 1st of every year of the contract.

6. 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 snow removal and sanding 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.

7. 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.

8. In consideration of the faithful performance of this work as set forth above, the County agrees to pay the Contractor the annual sum, for the 0.24 total miles of road covered by this contract;

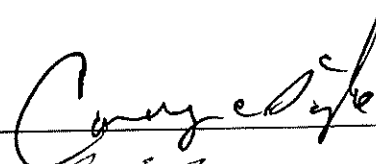
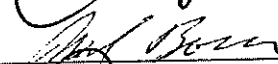

July 01, 2021 to June 30, 2022	\$1,682.00
July 01, 2022 to June 30, 2023	\$1,732.00
July 01, 2023 to June 30, 2024	\$1,784.00

9. This agreement shall be in effect for three (3) years from July 1, 2021 to June 30, 2024. The County and Municipality shall review this agreement at the end of each anniversary date and either the County or the Contractor, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

10. A payment schedule of six (6) separate monthly installments shall be paid annually, beginning in November 2021 and ending in April of the ensuing year, for the term of the three (3) year contract. Payments shall be made in November, December, January, February, March, and April as part of the regular Unorganized Territory warrant schedule, typically on the third Wednesday of the month. Copies of the warrant schedule can be made available if requested.

IN WITNESS WHEREOF, the parties to these presents have executed this contract each of which will be deemed an original on the 11th day of April 2024.


WITNESS




OFFICIALS OF NEW CANADA

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2024



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: County Commissioners

From: Peter A. Johnson, Sheriff

Reference: Recommission of Deputies

Deputy Sheriff Adam Bouchard and Deputy Sheriff Caleb Jandreau, who are both currently full-time deputies are up for recommission. It is my recommendation to recommission Deputy Sheriff Bouchard and Deputy Sheriff Jandreau.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

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

Tel: 207-532-3471

Fax: 207-532-7319



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: Aroostook County Commissioners

From: Sheriff Peter A. Johnson

Date: March 12, 2024

Reference: Full-time Patrol Commander

The Aroostook County Sheriff's Office had a recent vacancy in the full-time position of Patrol Commander. Forrest Dudley has been selected to fill that position. Forrest is a 25-year veteran of law enforcement and started his law enforcement career with the Presque Isle Police Department in 1999. Forrest started his career with the Aroostook County Sheriff's Office in 2001 as a Patrol Deputy. In 2005 Forrest was promoted to the rank of Patrol Sergeant for the Aroostook County Sheriff's Office. Years later Forrest was selected to represent the Aroostook County Sheriff's Office as a Special Agent with the Maine Drug Enforcement Agency, where in addition to his regular job responsibilities he earned a spot on the Clandestine Methamphetamine Lab Team. In 2021 Forrest returned to the Aroostook County Sheriff's Office as a Patrol Sergeant. Forrest continued to grow as a Patrol Sergeant, taking every opportunity available to improve as a supervisor and mentor.

Throughout Forrest's law enforcement career has held certifications as a Drug Recognition Expert and OUI/SFST Instructor. Forrest also holds an Associate Degree in Law Enforcement Technology and a Bachelor of Science in Criminal Justice.

It is my recommendation that Forrest Dudley be hired to fill the open full time Patrol Commander position.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

Forrest Dudley

REFERENCES

Available upon request.

ADDRESS

[REDACTED]

PHONE

[REDACTED]

EMAIL

[REDACTED]

EXPERIENCE

AUGUST 2001 TO PRESENT

Patrol Deputy/Patrol Sergeant, Aroostook County Sheriff's Office, Houlton, Me.

SEPTEMBER 2013 TO PRESENT

Seasonal Farm Laborer Porter Farms, Mapleton, Me.

JULY 2014 TO JULY 2021

Special Agent, Maine Drug Enforcement Agency, Augusta, Me.

APRIL 1999 TO AUGUST 2001

Patrol Officer, Presque Isle Police Department, Presque Isle Me.

EDUCATION

Easton High School

High School Diploma

Southern Maine Technical College [REDACTED]

Associates Degree in Law Enforcement Technology

University of Maine at Presque Isle [REDACTED]

Bachelor of Science in Criminal Justice

SPECIALIZED TRAINING

Maine Criminal Justice Academy Graduate - 1999

Drug Recognition Expert 2004 to 2014

OUI/SFST Instructor for the Maine Criminal Justice Academy 2003 to 2014

MDEA Methamphetamine Lab Team Member 2021

LEADERSHIP

As the current acting Commander for the Sheriff's Office, I manage 6 individuals, to include 1 Administrative Assistant, 1 Dispatch Supervisor, and 4 Patrol Sergeants. Prior to this role, I was a Patrol Sergeant responsible for up to 3 primary patrol deputies, and 3 that were with Squad 1 when the Squad 1 supervisor was off. My duties include, but are not limited to the approval of reports, completing records request checks, managing the law enforcement budget, and approving invoices.

I look forward to the opportunity to assist the Sheriff's Office administration in keeping the Sheriff's Office moving forward in the upcoming years. I am excited for this opportunity, and am looking forward to my time in this position.



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: County Commissioners

From: Sheriff Peter A. Johnson

Date: April 30, 2024

Reference: Full Time Patrol Deputy

The Aroostook County Sheriff's Office recently advertised for a fulltime patrol deputy and Jacob True applied for the open position. Mr. True has been a police officer since 2021, graduating the Maine Criminal Justice Academy in May of 2022. Mr. True since graduating the academy has attended the urban rifle course and recently completed Field Training Officer (FTO) School.

It is my recommendation that Jacob True be hired to fill the open full time patrol deputy positions that was recently advertised.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

Jacob M. True

Education

Wisdom Middle High School

University of Maine at Fort Kent

General Studies

University of Maine at Fort Kent

Associate's Degree in Criminal Justice

Maine Criminal Justice academy graduate.

Educational Credentials & Awards

- Top Scholar: English I, English III
- Honor Roll Student; 10th Highest GPA in Graduating High School Class
- Four Time Dean's List Honoree

Work Experience

Orono Police Department

(December 6, 2021-Present)

- Performed Law Enforcement task and duties

Madawaska Police Department

(May 2021-November 2021)

- Shadowed Sergeant Garrett Albert on multiple occasions before employment
- Participated in ride along opportunities with Sergeant Albert on his scheduled shifts
- Observed various job expectations/responsibilities of an officer both in his car and in the department
- Performed Law Enforcement task and duties

Paradis Shop 'N Save

(May 2015-May 2021)

Shift Leader

Responsibilities:

- Oversee employees and ensure the department is correctly staffed and running efficiently
- Assist customers in financial transactions and provide valuable product information

Rock's Family Diner

(November 2014-April 2015)

Responsibilities:

- Quickly complete short food orders, including table service
- Engage in friendly and efficient communication with the customers

References





Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Erica L. Pelletier, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: Sheriff Peter A. Johnson

From: Sgt. Forrest P. Dudley

cc: Chief Deputy Erica Pelletier

Date: May 6, 2024


Reference: Part Time Dispatch Position

The Aroostook County Sheriff's Office recently advertised for part-time dispatch positions and Cassandra Arledge applied for one of those open positions. Ms. Arledge is currently employed as an assistant manager at Tractor Supply in Houlton.

It is my recommendation that Cassandra Arledge be hired to as a part-time dispatcher to fill the opening that was recently advertised.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

Cassandra Arledge



PROFESSIONAL SUMMARY

Self-motivated and reliable supervisor, with a solid Customer Service and Management background within high paced, goal driven environments. Effective in interpersonal communication, frequently exceeding expectations given. Engaging and personable with a desire to improve and grow within any environment.

SKILLS

- POS Inventory System Operation
- Microsoft Office
- Microsoft Excel
- Complex Problem-Solving
- Retail Inventory Management
- Performance Tracking and Evaluations
- Coordinating Daily Operations
- Scheduling and Coordinating
- Payroll Verification
- Inventory Management Software

RELEVANT EMPLOYMENT HISTORY

ASSISTANT MANAGER | 03/2023 to Current

Tractor Supply Company - Houlton, ME

- Supervised day-to-day operations to meet performance, quality and service expectations.
- Monitored cash intake and deposit records, increasing accuracy, and reducing discrepancies.
- Completed regular inventory counts to verify stock levels, address discrepancies, and forecast future needs.
- Helped with planning schedules and delegating assignments to meet coverage and service demands.
- Developed loyal and highly satisfied customer base through proactive management of team customer service strategies.

INTERIM STORE MANAGER | 05/2023 to 07/2023

Tractor Supply Company - Houlton, ME

- Managed inventory control, cash control, and store opening and closing procedures.
- Managed store employees successfully in fast-paced environment through proactive communication and positive feedback.
- Directly impacted the hiring, training and mentoring of new staff members.
- Maintained proper product levels and inventory controls for merchandise and organized backroom to facilitate effective ordering and stock rotation.
- Maximized sales and minimized shrinkage through excellent customer service metrics and adherence to standard practices.
- Approved regular payroll submissions for employees.

ACTING ASSISTANT MANAGER | 01/2022 to 02/2022

Tractor Supply Company - Houlton, ME

- Monitored cash intake and deposit records, increasing accuracy and reducing discrepancies.

- Helped with planning schedules, payroll, and delegating assignments to meet coverage and service demands.
- Set and enforced policies focused on increasing team productivity and strengthening operational efficiency in freight, recovery, and merchandising.
- Mentored sales team in applying effective sales techniques and delivering top-notch customer service through GURA and metrics.
- Maintained, reviewed, and filed necessary paperwork.

TEAM LEADER - MANAGEMENT | 10/2020 to 03/2023

Tractor Supply Company - Houlton, ME

- Enforced established company goals and metrics to prioritize and increase positive customer experiences.
- Communicated with customers positively with particular attention to problem resolution.
- Oversaw inventory by maintaining quality and quantity of stock and executing corrective actions to drive increased profitability.
- Developed and initiated projects, managed costs and monitored performance
- Made decisions independently and collaboratively on task-related challenges.

DEPARTMENT MANAGER | 04/2011 to 10/2012

Petco - Colorado

- Managed inventory and receiving operations to maintain optimal stock levels and meet expected demands.
- Worked actively with management team to create daily and weekly sales plans based on weekly sales trends.
- Communicated with managers of other departments to maintain transparency.
- Motivated associates to consistently deliver effective selling behaviors through coaching and recognition.

SHIFT SUPERVISOR | 01/2007 to 01/2011

Starbucks - Aurora, CO

- Completed store opening and closing procedures and balanced tills.
- Responded to and resolved customer questions and concerns.
- Helped store management meet standards of service and quality in daily operations
- Maintained clean and well-organized production areas to avoid violations or unnecessary work delays due to hazards or inefficient layouts.
- Evaluated employee skills and knowledge regularly, training and mentoring individuals with lagging skills.

EDUCATION

Stony Point High School - Round Rock, TX | High School Diploma

- 4.0 GPA
- Ranked in Top 5% of class