

AGENDA

AROOSTOOK COUNTY COMMISSIONERS' MEETING – WEDNESDAY, SEPTEMBER 20, 2023

1:00 PM ADMINISTRATIVE HEARING ROOM – CARIBOU COURTHOUSE

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

MEETING ID: 868 1428 4406 PASSCODE: 471051

REGULAR MEETING

- ART. 1. CALL TO ORDER.
- ART. 2. PLEDGE OF ALLEGIANCE.
- ART. 3. PUBLIC COMMENT PERIOD.
- ART. 4. APPROVAL OF AGENDA.
- ART. 5. APPROVAL OF THE COUNTY COMMISSIONERS' MEETING MINUTES OF AUGUST 16, 2023.
- ART. 6. OTHER ITEMS FOR APPROVAL AND SIGNATURES.
 - A) ATTENDANCE RECORD
 - B) BILLS AND WARRANTS
- ART. 7. TO CONSIDER A WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) UPDATE. (GALAN WILLIAMSON, NORTHEASTERN WORKFORCE DEVELOPMENT BOARD)
- ART. 8. TO CONSIDER A DECISION REGARDING THE WINTER ROAD CLOSURE APPEAL (WYNES V. TOWN OF HODGDON). (RYAN)
- ART. 9. TO CONSIDER THE NOMINATION OF A COUNTY REPRESENTATIVE TO SERVE ON THE ACAP BOARD. (RYAN)
- ART. 10. TO CONSIDER THE SINCLAIR SANITARY DISTRICT WARRANT TO NOMINATE AND ELECT TWO (2) TRUSTEES FOR A TERM OF THREE (3) YEARS EACH, AND ONE (1) FOR A TERM OF ONE (1) YEAR. (RYAN)
- ART. 11. TO CONSIDER A RECOMMENDATION FOR A COMPENSATION & BENEFIT STUDY. (CHRISTINA)
- ART. 12. TO CONSIDER A RECOMMENDATION REGARDING THE JAIL FUND BALANCE DEFICIT FOR FYE 6/30/2023. (DANA)
- ART. 13. TO CONSIDER THE FOLLOWING HIRING RECOMMENDATIONS:
 - A) SHAWN HOWE – FULL-TIME MAINTENANCE WORKER IN HOULTON. (BRYAN)
 - B) JOHN VERNO – FULL-TIME VICTIM WITNESS ADVOCATE. (TODD)
 - C) BENJAMIN WIPPERMAN – FULL-TIME CORRECTIONS OFFICER. (PETE)
 - D) KENNETH SPITTLE – FULL-TIME DISPATCH SUPERVISOR. (PETE)

- ART. 14. TO CONSIDER THE THREE (3) YEAR FIRE PROTECTION CONTRACT WITH THE TOWN OF MARS HILL FOR COVERAGE OF E PLANTATION. (PAUL)
- ART. 15. TO CONSIDER THE THREE (3) YEAR FIRE PROTECTION CONTRACT WITH THE TOWN OF OAKFIELD FOR COVERAGE OF T7R3, R4, R5. (PAUL)
- ART. 16. COUNTY COMMISSIONER'S REPORT.
- A) MCAA/RISK POOL UPDATE
 - B) OTHER ITEMS OF INTEREST
 - C) LEGISLATIVE REPORT
- ART. 17. OTHER BUSINESS.
- ART. 18. ADJOURNMENT.

NEXT MEETING:
COUNTY COMMISSIONERS' MEETING – WEDNESDAY, OCTOBER 18, 2023– 1:00 P.M.
SINCLAIR SENIOR CENTER - SINCLAIR

MINUTES

AROOSTOOK COUNTY COMMISSIONERS' MEETING – WEDNESDAY AUGUST 16, 2023
1:00 PM REGISTRY OF DEEDS FIRST FLOOR CONFERENCE ROOM – FORT KENT

PRESENT

Paul J. Underwood, Chair, County Commissioners
Norman L. Fournier, County Commissioner
William T. Dobbins, County Commissioner
Ryan D. Pelletier, County Administrator
Bryan Jandreau, Facilities & IT Director
Dana Jandreau, Finance Director
Joey Seeley, Deputy Sheriff
Peter Johnson, Commander
Tammy Pelletier, Operations Assistant
Darren Woods, Director of EMA-Zoom
Steve Pelletier, ARPA Program Administrator-Zoom
Stephen Wagner, Attorney - Rudman Winchell-Zoom

ART. 1. Chair Paul J. Underwood called the meeting to order at 1:02 pm.

ART. 2. Pledge of Allegiance.

ART. 3. No public comments.

ART. 4. Mr. Ryan Pelletier requested that 2 items be added under Other Business; 1) To consider the reallocation of unspent ARPA funds previously awarded to Fort Kent Registry of Deeds to the Dispatch office upgrade; 2) To consider an update on the Local Road Assistance Program.

MOTION:

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

VOTE:

Motion voted on and passed.

ART. 5. Chair Paul J. Underwood entertained a motion for approval of the July 19, 2023, County Commissioners' meeting minutes.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the minutes of the July 19, 2023 County Commissioners' meeting.

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. Mr. Ryan Pelletier presented for ratification the catering permit for The Par & Grill Inc for an event at Madawaska Lake.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to ratify the catering permit for The Par & Grill Inc.

VOTE:

Motion voted on and passed.

ART. 8. Mr. Ryan Pelletier presented for consideration a hearing date for a road closure appeal in the matter of Wynes v. The Town of Hodgdon.

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to set the hearing date and location as Friday, September 8th at 1:00 pm at the Sheriff's Office in Houlton.

VOTE:

Motion voted on and passed.

ART. 9. Ms. Dana Gendreau presented for consideration a correction to the personnel policy for vacation accrual amounts.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the corrected vacation accrual policy.

VOTE:

Motion voted on and passed.

ART. 10. Ms. Dana Gendreau presented for consideration the UT & Jail fiscal year-end vacation and sick accrual expense recommendation. Sick accrual funding is needed for Jail (\$7309.10) and UT (830.97) and vacation accrual funding is needed for Jail (\$177268.62) and UT (\$609.45).

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the expensing of the sick and vacation accrual amounts for the Jail Fund and the UT Fund.

VOTE:

Motion voted on and passed.

ART. 11. Ms. Dana Gendreau presented for consideration the Quarterly financial reports ending June 30, 2023. General Fund revenue is under target mostly due to the timing of the year. Jail Fund ended the fiscal year with a deficit of \$267,270. UT Fund ended the fiscal year with a surplus of \$16,378.

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to accept the quarterly financial reports.

VOTE:

Motion voted on and passed.

ART. 12. Mr. Ryan Pelletier presented for consideration the hiring recommendation of Carrigan Levesque as District Attorney Support Supervisor.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to accept the hiring recommendation of Carrigan Levesque.

VOTE:

Motion voted on and passed.

ART. 13. Mr. Bryan Jandreau presented for consideration the hiring recommendation of Lindsey Cross as full-time custodian in Houlton.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the hiring recommendation of Lindsey Cross.

VOTE:

Motion voted on and passed.

ART. 14. Mr. Darren Woods presented for consideration the hiring recommendation of Noah Oakes as Junior Firefighter at North Lakes Fire & Rescue.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the hiring of Noah Oakes.

VOTE:

Motion voted on and passed.

ART. 15. Mr. Darren Woods presented for consideration the hiring recommendation of Kimberly Champagne as full-time EMA Finance/Planning Associate.

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to approve the hiring recommendation of Kimberly Champagne.

VOTE:

Motion voted on and passed.

ART. 16. Mr. Darren Woods presented for considering the hiring recommendation of Derrick Ouellette as full-time Deputy EMA Director.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to accept the hiring of Derrick Ouellette as Deputy EMA Director.

VOTE:

Motion voted on and passed.

ART. 17. Mr. Darren Woods presented for consideration the bid recommendation for North Lakes Fire's self-contained breathing apparatus (SCBA). 2 bids were received. Industrial Protection Svc.'s bid (\$53,454) includes the same type of packs already being used. Funding is made possible by grants already awarded.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to accept the bid from Industrial Protection Svc.

VOTE:

Motion voted on and passed.

ART. 18. Mr. Darren Woods presented for consideration the bid recommendation for North Lakes Fire Station addition at 1636 New Sweden Rd, Stockholm. 2 bids were received with the lowest bid being A.M. Construction & Roofing (\$143,323.00). Funding is made possible by grants already awarded and \$3,323 from the building capital account.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the bid from A.M. Construction & Roofing.

VOTE:

Motion voted on and passed.

ART. 19. Chief Deputy Joey Seeley presented for consideration the recommission of Deputy Sheriff Lawrence Goff.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to accept the recommission of Deputy Sheriff Lawrence Goff.

VOTE:

Motion voted on and passed.

ART. 20. Chief Deputy Joey Seeley presented for consideration the hiring recommendation of Melissa Hogan as a full-time ACCCP Caseworker.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the hiring of Melissa Hogan as ACCCP Caseworker.

VOTE:

Motion voted on and passed.

ART. 21. Chief Deputy Joey Seeley presented for consideration the hiring recommendation of Benjamin Wipperman as a part-time corrections officer.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the hiring of Benjamin Wipperman as Corrections Officer.

VOTE:

Motion voted on and passed.

ART. 22. Chief Deputy Joey Seeley presented for consideration the bid recommendation for the sale of a surplus 2016 Ford Explorer. Bids included Douglas Sahl (\$1200); Ringwood Motors (\$880); Embelton Auto (\$500).

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the highest bid of \$1200 from Douglas Sahl with the understanding that if the sale does not become finalized, that the next highest bidder will be offered the surplus vehicle.

VOTE:

Motion voted on and passed.

ART. 23. Chief Deputy Joey Seeley presented for consideration the bid recommendation for the sale of a surplus 2018 Ford Explorer. There were nine (9) bids received for two (2) 2018 Ford Explorers. Bids included: 1) Jason Smith (\$6,000); 2) Embelton Auto (\$4690); 3) Embelton Auto (\$4650). The highest bidder, Mr. Smith, was unresponsive. Recommend accepting the next highest bid from Embelton Auto.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to accept the bid from Embelton Auto (\$4690).

VOTE:

Motion voted on and passed.

ART. 24. Chief Deputy Joey Seeley presented for consideration the bid recommendation for the sale of a surplus 2018 Ford Explorer with damage. Embelton Auto had the next highest bid (\$4650).

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the bid from Embelton Auto (\$4650).

VOTE:

Motion voted on and passed.

ART. 25. Chief Deputy Joey Seeley presented for consideration the dispatch contract for the Town of Madawaska (7/2023-6/2024).

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the dispatch contract for the Town of Madawaska.

VOTE:

Motion voted on and passed.

ART. 26. County Commissioner's Report

Commissioner Fournier reported on the Risk Pool where we are expecting to see a 4-7% increase in our insurance rates for 2024. Counties are adding value to their properties, which is adding to the increase. 8 claims were opened and 8 were closed for the month, all were auto claims. 158 outstanding claims with the oldest being 3-4 years.

Legislatively, September 30th is the cloture date. Jail funding will be prioritized during special session. Requesting 20% jail funding from the State. The Governor's office wants to see data and efficiencies that are being implemented before any additional funding is allocated. All counties participated in the gathering of data to support the funding request. The Appropriations Committee advised the Maine State Police that they must continue to honor their rural patrol coverage until 2025.

ART. 27. Other Business

Commissioner Dobbins provided an update regarding the Loring Development Authority (LDA) which is seeing some positive movement with the Governor’s office assisting.

Commissioner Dobbins inquired about being on the NMDC board and when meetings were being held. Ms. Tammy Pelletier will follow up with NMDC to ensure Commissioner Dobbins is on the mailing list.

Mr. Paul Bernier presented an update on the Local Road Assistance Program (LRAP) which will be allocating \$113,320 to Aroostook County for FY24.

Mr. Ryan Pelletier presented for consideration the reallocation of unspent ARPA funds (\$9575) previously awarded to the Fort Kent Registry of Deeds to the Dispatch upgrade project.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to reallocate unspent ARPA funds in the amount of \$9575 from the Fort Kent Registry of Deeds to the Dispatch upgrade project.

VOTE:

Motion voted and passed.

ART. 28. Adjournment.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to adjourn the meeting at 3:17 pm.

VOTE:

Motion voted and passed.

ATTEST: A True Copy

of Commissioners’ Meeting

Ryan D. Pelletier
County Administrator

AROOSTOOK COUNTY COMMISSIONERS
DATE: September 20, 2023

TO: Aroostook County Commissioners
FROM: Deborah L. Jagow Wynes and Timothy Wynes
RE: 23 M.R.S. § 2953(5) Appeal of London Road Winter Closure
DATE: August 15, 2023

POSITION STATEMENT

Before the Commissioners is a timely and verified Petition appealing the decision of the Hodgdon Town Meeting on June 14, 2023, to approve the Select Board's order to close for winter maintenance the following section of town way: 0.60 mile section of the London Road (TW 1506) beginning at the intersection of Westford Hill Rd. continuing east 0.60 miles to address 126 London Road (the "Petition"). For the following reasons, which will be further supported with additional evidence and testimony at the hearing, the Wyneses respectfully request the Commissioners find, pursuant to 23 M.R.S. § 2953(5), that it is necessary to maintain and open for travel during the months of November through April the 0.60 mile section of London Road; grant the Petition; and reverse the vote on Article 8 of the June 14, 2023, Town of Hodgdon Town Meeting.

Background¹

The Wyneses purchased their first property on this section of London Road in 2002, which is identified as 126 London Road. At the time of their purchase, this section of London Road was closed for winter maintenance and the Wyneses understood from conversations with the then Town Manager that they could expect year-round maintenance the more London Road was developed. In 2008, the Wyneses requested the Town review the closure of London Road for winter maintenance every 5 years, as opposed to every 10 years. After some debate, this request was eventually granted.

The Wyneses subsequently built a house on this property in 2010, intending to use it as a summer home until their retirement, at which point they intend to live in the home year-round. In 2012, Mrs. Wynes accepted a teaching job in Houlton and moved to Aroostook County from New York. Since May of 2013, the Wyneses have lived in their house on London Road full time from May until November. During the winter months, the Wyneses access the road on regular occasions to check on the house.

Development on this section of London Road has since gradually increased. In 2011, the Wyneses cut trees and installed power lines along the north side of the London Road. The Wyneses then acquired another property on London Road, on which is located a structure used for the Wynes Trailside Popcorn Business.

In 2013, the Wyneses moved to Hodgdon and requested that when London Road came up for review concerning winter maintenance the Town vote to keep it open, maintained, and plowed

¹ We reserve the right to introduce additional evidence and testimony at the *de novo* hearing. Witnesses will include, but may not be limited to, Deborah L. Jagow Wynes. The background summary provided herein will be supported by testimony from Mrs. Wynes.

during the winter months. The Town received two bids for road improvements for London Road, one for \$69,000 and one for \$83,150. It also stated the cost of plowing would be \$5,000, an amount nearly twice as much as other Town roads. At a Select Board meeting prior to the Town Meeting, the Wyneses were asked intrusive and irrelevant questions as follows by the Select Board: "how old are you"; "how much did you pay in taxes"; "do you think you will live long enough to the Town for the cost of the road." The Town meeting voted in favor of closing London Road for winter maintenance. This decision was upheld upon appeal to the County Commissioners.

Development on London Road has since increased. In 2019, Bob Burgess built a home for summer use on this section of London Road. Upon information and belief, Mr. Burgess was also informed that the London Road would likely be maintained year-round if more homes were built. In 2022, the Wyneses began construction on a new building on this section of London Road, consisting of a commercial kitchen and apartment for a member of the Wyneses' family.

In light of the increased population and traffic on this section of London Road, the Wyneses in September of 2022 again exercised their legal right to request the Town lift the winter closure order and plow this section of London Road.

The Select Board subsequently formed a Road Committee, which created new road specifications for improving and plowing this section of London Road. The Wyneses participated in most if not all meetings of the Road Committee and Select Board concerning London Road. The Select Board frequently rejected the Road Committee's recommendations concerning London Road, insisting that the road needed to be wider than the Road Committee recommended, which resulted in a much more expensive road improvement project. The Select Board also added additional expenses to the London Road project, many of which were not required for other roads and not supported by any clear evidence or explanation, such as: requiring acquisition of a turn-around across from the Wyneses property; purchasing a truck with a switch blade at the cost of \$60,000; and adding an addition "just in case" cost of 25% of the London Road improvements².

In May of 2023, the Select Board put out a request for bids for roadwork on London Road according to the new specifications. Bids were opened on June 6, 2023, and three bids were received: one for \$148,800, one for \$207,003, and another for \$218,994.50. Also on June 6, the Town renewed their current plow contract which was set to expire August 2023. This contract called for payment of \$5,400 per mile and negotiation for any new roads added in the future.³ The contractor requested \$13,500 to plow the .6 mile section of London Road if it were to be opened. The Town shared these expenses at the Town Meeting, indicating the Select Board believed costs were relevant to the Town Meeting's decision concerning London Road. The Wyneses maintain such costs were inflated. This is supported by a comment at the Town Meeting by Road Committee Chairman, Arthur Sloat, that London Road is plowable as it is now, without the improvements called for in the bids, and could just use some work on the corner and ditching. The Town meeting was also led to believe maintenance was unnecessary. At the

² See February 7, 2023 Selectmen Meeting Minutes, attached as Exhibit A

³ See Town of Hodgdon Winter Maintenance Contract dated June 6, 2023, attached as Exhibit B.

meeting, there was debate about private plowing of the road and it was stated by the Select Board that the “road closed” sign releases the Town from liability of others plowing the road as well as their own plowing requirement.

The Selectboard’s emphasis on cost also undoubtedly influenced the Town Meeting vote. Before the meeting began, the Town made an inflammatory Facebook post, announcing the meeting and insinuating the high cost associated with keeping the London Road open.⁴ The post states that “THERE HAS ONCE AGAIN BEEN A REQUEST TO OPEN THE LONDON ROAD AND THE COSTS ASSOCIATED WITH THIS REQUEST WILL BE DISCUSSED AT THIS MEETING.”⁵ As a result of that post and other comments made by Town officials, the Wyneses believe that many of the residents had already decided how they were going to vote before hearing any discussion and that their vote was influenced substantially, if not exclusively, by cost.

Jurisdiction and Standard of Power

Having received verification from the Town that at least seven legal Hodgdon voters of the municipality signed the Petition, the Commissioners have jurisdiction to consider this appeal pursuant to 23 M.R.S. § 2953(5).

Section 2953(5) states the Commissioners shall decide this appeal by applying the standard for closing roads for winter maintenance. That standard requires the Town prove that it is "with reference to population, use and travel thereon, . . . unnecessary to keep the roads or roads maintained and open for during the months of November, December, January, February, March and April or any part of these months." 23 M.R.S. § 2953(1).

Argument

The Commissioners should reverse the Town's decision to close the section of London Road on appeal because the Town has not and cannot demonstrate that winter maintenance is unnecessary. Therefore, the decision to close the road for winter maintenance is unlawful.

Maine law requires that town ways be kept open and in repair so as to be “safe and convenient” for travelers with motor vehicles. 23 M.R.S. § 3651. Additionally, if a town way is “blocked or encumbered” with snow, it must be opened and made passable within a reasonable time. *Id.* § 3201. The only exception is when a road is closed pursuant to 23 M.R.S. § 2953.

To sustain on appeal the decision to close a town way for winter maintenance, a town must prove and the commissioners must determine that winter maintenance on the way is unnecessary. *Id.* § 2953(5). However, the statute defines necessity narrowly by reference to three factors only: population, use, and travel. *Id.* § 2953(1). The statute does not authorize consideration of cost, which the evidence will show was the single largest motivating factor behind the Select Board's order and very likely influenced the Town Meeting vote.

⁴ It appears the Town has since deleted the Facebook post.

⁵ See printout of Facebook posts attached as Exhibit C.

The record summarized above, which will be further supported by evidence and testimony at the hearing, demonstrates there is sufficient population, use, and travel on the relevant section of London Road to legally prohibit the Town from closing it for winter maintenance. There are three seasonal residential structures and one seasonal commercial structure located on this section of London Road. This includes at least two families. This population requires use and travel on the road year round because the Wyneses regularly must check on their properties throughout the winter. As demonstrated in the attached decision from the Knox County Commissioners, maintenance is necessary if there are seasonable structures that must be accessed in the winter by owners or caretakers. **See Exhibit D.** Moreover, the Wyneses intend to locate to the property year-round, meaning that the roads needs to be maintained and the snow cleared year-round. This also means the population, use, and travel will increase. Intensity of use may also increase further because of the improvements the Wyneses have made to the land and the possibility that the existing lots may be further subdivided.

By failing to provide winter maintenance to town ways with properties that owners seek to access during the winter, the Town, intentionally or unintentionally, is encouraging private property owners to perform their own winter maintenance.⁶ This means the Town is encouraging violation of Maine law that provides private individuals have no right to repair, reconstruct, or maintain town ways because such work may only be done by the municipality or a person acting with authority of the municipality. *See Maine Municipal Association, Guide to Municipal Roads Manual* at p.43 (Nov. 2009 Ed.) (cited cases omitted). In fact, such private maintenance has occurred on London Road and town ways closed for winter maintenance in Hodgdon. This potentially exposes the Town and the private owners to liability.

The record is clear that the Select Board's decision to close this portion of London Road to winter maintenance focused almost exclusively on the cost of said maintenance, which is not a relevant factor for determining the necessity pursuant to 23 M.R.S. § 2953(1). The Select Board routinely overruled the recommendations of the Road Committee concerning London Road and arbitrarily increased the anticipated cost of upgrading the road to facilitate winter maintenance and the cost of plowing. The Facebook post and materials included at the Town Meeting also likely influenced voters to make their decisions on London Road based almost exclusively on cost. In short, the Select Board itself acted unlawfully when it considered cost, and it then mislead the Town Meeting to do the same by framing the issue before the voters as a question of cost and providing estimated costs for maintaining London Road that are arbitrary and unsupported by substantial evidence.

This is not to say that a town can never factor in the cost of maintaining roads. Of course it can. But the law is clear that a town can only close a town way for winter maintenance if winter maintenance is not necessary because of population, use, or travel. If a town cannot financially support maintenance of a town way for which winter maintenance is necessary under current conditions, it can discontinue the way, thereby converting it into a private way and putting the

⁶ The statement by the Select Board that the "road closed" sign released them from liability of others plowing the road suggests at the very least the Select Board knows of the private maintenance of London Road. The Town can but has not taken additional steps to discourage or prohibit private maintenance.

burden of maintenance onto the private owners. Discontinuing a road is governed by a formal statutory procedure whereby formal notice is provided and damages are paid to abutters per a statutory formula that accounts for the loss of fair market value of abutters' property as a result of the loss of a municipality maintained road. 23 M.R.S. § 3026-A. By considering cost in determining whether a town road should be closed for winter maintenance, the Town has effectively partially discontinued this section of London Road without providing proper notice and damages.⁷

Finally, the Commissioners should note that it would be inequitable for the Town to continue to close this road for winter maintenance because both the Wyneses and the Burgesses were informed by the then Town Manager that London Road would likely be maintained year-round if more homes were built. Speaking at least for the Wyneses, these assurances factored into the investments they have made on London Road. Since as early as 2010, the Wyneses have repeatedly and consistently expressed their belief that winter maintenance of the road is necessary. Therefore, it would be inequitable to allow the Town to continue to deny winter maintenance despite making such assurances and issuing permits for multiple developments on London Road.

Conclusion

For the above mentioned reasons, the Wyneses respectfully request the Commissioners find, pursuant to 23 M.R.S. § 2953(5), that it is necessary to maintain and open for travel during the months of November through April the 0.60 mile section of London Road; grant the Petition; and reverse the vote on Article 8 of the June 14, 2023, Town of Hodgdon Town Meeting.

⁷ The Wyneses allege such actions also violate their due process rights under the state and federal constitutions. This is noted here for purposes of preserving this issue for potential future litigation, recognizing that the County Commissioners do not have authority to decide constitutional issues.

TO: Aroostook County Commissioners
FROM: The Town of Hodgdon, Maine
RE: 23 M.R.S. § 2953(5) Appeal of London Road Winter Closure
DATE: September 6, 2023

POSITION STATEMENT

Petitioners have filed an appeal of the decision made at the Hodgdon Town Meeting on June 14, 2023, to approve the Select Board's order to close for winter maintenance a 0.60 miles section of the London Road (TW1506), beginning at the intersection of Westford Hill Road continuing east 0.60 miles on the London Road to address 126 London Road for a period of five (5) years during the months of November, December, January, February, March, and April. The Town of Hodgdon (the Town) respectfully requests that, based on the record and additional evidence to be provided at the hearing, the Commissioners find, pursuant to 23 M.R.S. § 2953, that it is unnecessary to maintain the 0.60 miles long portion of London Road during the months listed above; deny the Petition; and uphold the vote on Article 8 of the June 14, 2023 Town of Hodgdon Town Meeting.

Background

At issue in this appeal is a 0.60 miles long portion of London Road that is on the face of Westford Hill in the town of Hodgdon Maine. This portion of London Road is on a relatively steep slope of Westford Hill with a majority of the road being exposed and barren, making it prone to treacherous conditions as a result of wind and snow in the winter. Due to the dangerous conditions created by this terrain during winter, the Town has not maintained this portion of London Road in the winter for at least fifty-five (55) years and to the best of the knowledge of the Board of Selectmen the road has never been maintained by the town. Because of the location and condition of the road, it is not practicable to attempt to repair and replace this portion of London Road to make it possible for winter maintenance to be conducted.

As the former Hodgdon Town Manager, Jim Griffin, testified to when Petitioners previously appealed the closure of this portion of the London Road to the Aroostook County Commissioners, Petitioners were told when they purchased their land that this portion of the London Road has historically been closed to winter maintenance and would likely continue to be closed to winter maintenance for the foreseeable future. This statement is reinforced by the fact that there is signage at the entrance to the road which states the road is closed to winter maintenance. Both Petitioners and the other seasonal residential owner on this portion of London Road were aware of the winter road closure when they purchased their properties and planned accordingly by currently owning or purchasing other residences to serve them year-round. In fact, the other seasonal occupant has made arrangements with a nearby landowner to park his vehicle on their property and use an off-road vehicle to access his property when London Road is not passable.

In 2013, when the Town voted to close this portion of London Road to winter maintenance, the Wyneses petitioned the Aroostook County Commissioners to overturn the Town's decision. However, the Aroostook County Commissioners denied that petition in 2013 and found in favor of the Town. In response to that petition, the Aroostook County Commissioners upheld the decision of the Town finding that it was unnecessary to keep that portion of London Road open during the winter months. As such, the portion of London Road at issue in this petition continued to be closed to winter maintenance every year from 2013 to the present. Once again, Petitioners have brought the issue of the closure of this portion of London Road before the Aroostook County Commissioners on appeal, when the only minor changes in circumstances since the last appeal include construction by Petitioners and the construction of a seasonal residence that was clearly constructed with the understanding and intent that it could not be accessed via London Road during the months when it is closed to winter maintenance.

Argument

The Commissioners should uphold the Town's decision to close the section of the London Road on appeal because the Town has clearly demonstrated that winter maintenance of this particular portion of the London Road is unnecessary.

Under Maine law, a town may close any road or portion thereof, in the municipality that is so located with reference to population, use, and travel thereon, that it is unnecessary to keep the road or roads maintained and open for travel during the months of November, December, January, February, March, and April or any part of these months. 23 M.R.S. § 2953(1).

If on appeal, the Commissioners find that winter maintenance of the road is unnecessary, as was found by the Town, the Commissioners must uphold the decision of the Town. The Petitioners argue that the list of factors to be considered when determining if winter maintenance of a road is unnecessary is exclusive. However, this logically cannot be the case. First of all, the statute does not contain any language that upon its reasonable interpretation purports to limit the factors for consideration when closing a road to the population, use, and travel thereon. Reference to these factors simply means that a decision cannot be rendered without taking these three things into consideration. Using the Petitioners' logic, any road that has even one person living on it, using it, or traveling upon it at any time during the winter, cannot be closed and must be maintained because the cost of that maintenance cannot be considered in determining whether it is appropriate to close the road. If that is the case, municipalities would only be able to close roads that are not used by even a single person during the winter. Municipalities would also be forced to expend whatever amount of money is necessary to plow any road that a resident intends to travel upon in the winter even if they are the only person who intends to travel upon that road and the cost is exorbitant. This is an unreasonable interpretation of the language in the statute and simply could not have been the intention of the legislature when the statute was drafted. Should the Commissioners adopt the interpretation of the statute put forth by the Petitioners, it would essentially render § 2953 a nullity, as all it would take is one person stating they intend to use the

road in the winter to prevent a municipality from being able to close that road to winter maintenance.

The Petitioners argue that they have demonstrated a sufficient population, use and travel on London Road to prohibit the town from closing it for winter maintenance because there are three (3) seasonal residential structures and one (1) seasonal business on this portion of London Road. However, two (2) of the seasonal residential properties and the seasonal business belong to the petitioners and the owner of the third seasonal residential property has not expressed any need or desire for London Road to remain open throughout the winter months throughout the entire road closure process. The Petitioners' claim that there has been an increase in population and traffic on this section of London Road since the last time this issue was before the Aroostook County Commissioners. However, the only increase in population and traffic comes during the time when London Road is open to maintenance, as the only other seasonal occupant of the closed portion of London Road has not expressed any desire to have the road open in the winter. The Petitioners reference an intent to relocate to one of the residential properties full-time, that intensity of use may increase, and a possibility that lots may be further subdivided and the population could increase. Again, the petitioners seek to impose an insurmountable burden on towns seeking to close a road to winter maintenance. Based on the argument put forth by the petitioners, any road that hypothetically could be further developed at some point in the future cannot be closed to winter maintenance because someone could possibly plan to move onto a portion of the closed road at some point in the future. Furthermore, the Petitioners have admitted that all development on London Road has been undertaken with an understanding that access to that portion of the road will be seasonal unless and until the Town decides to keep the road open in the winter.

The closing of a public way in the winter does not in any way encourage the violation of Maine law. This is the equivalent of saying that because a municipality has not demolished tax acquired property, it is encouraging people to violate Maine law by trespassing upon the property. The Legislature has put forth a statute providing a mechanism for municipalities to use when it has decided the closure of a road to winter maintenance is appropriate.

The Petitioners allege that the Select Board routinely overruled the recommendations of the Road Committee and arbitrarily increased anticipated costs of the project to repair London Road. However, the opinions expressed by Arthur Sloat that Petitioners attribute to the Road Committee are in fact personal opinions of Mr. Sloat, and they do not reflect the opinions expressed by the three (3) person Road Committee and the advising grader operator as a whole. Petitioners attribute Mr. Sloat's opinions to the Road Committee due to the fact that he is the chairman of the committee, but this is not the case due to the fact that the other two members of the Road Committee have expressed the complete opposite viewpoint. Also, when petitioners asked about these "unnecessary" expenses, the Board explained its legitimate reasons for the expenses the petitioners believe are "unnecessary." The reasons set forth by the Select Board include the safety of travelers on the road (referencing the width of road), the liability of the town (referencing the use of a turnaround instead of using the Petitioners' driveway), and the

desire to fix the road the right way the first time and not waste limited municipal funds by having to come back and fix the road again in a few years. Cost is a factor that must be considered in every decision made by a municipality or else all municipalities would provide each and every service or opportunity that has even a remote chance of providing a benefit to a single resident. While cost was likely a factor in making this decision, it was not the only factor in making the decision. In fact, the cost was considered relevant to the population, use and travel on London Road to conduct a cost benefit analysis prior to determining that the town must close the road because opening the road for potential use by one family cannot justify the expense of improving the road so it can be plowed and the additional expense of plowing the road all winter long. The Petitioners also assert that the Facebook post used to inform townspeople of the Town Meeting inappropriately emphasized the cost of providing winter maintenance to London Road. However, there was no suggestion in the Facebook post that the costs of keeping the road open were high. The post simply stated that part of the discussion around whether or not the road would be closed was to include discussion of the costs.

The Petitioners make reference to decisions rendered by the Knox County Commissioners in support of their argument. However, the decisions rendered in Knox County arose out of significantly different facts than the situation at hand. Those decisions were based on a professional caretaker routinely gaining access to multiple residences, all owned by different owners, and multiple year-round residents on the island of Vinalhaven. In that situation the group of petitioners included year-round residents living on the closed roads, the closure was sought to be reversed because routine access to the properties was required due to habitation and construction on the closed roads, and most importantly, the municipality supported the alteration to the order of closure, but was powerless to do anything because it had not been a year since the closure determination was made and 23 M.R.S. 2953 prevents the municipality from altering the closure determination within one year of the initial determination. Thus, the decisions put forth by petitioners are not analogous to the situation at hand where one couple is seeking reversal of the closure determination because of an intent to potentially access seasonal homes, built with the understanding that access would be limited in the winter for the foreseeable future, when the Town has determined winter maintenance on that portion of the road is unnecessary.

Conclusion

For the above mentioned reasons, the Town of Hodgdon respectfully requests the Commissioners find that, pursuant to the language set forth in 23 M.R.S. § 2953, it is not necessary for the Town to provide winter maintenance to the 0.60 miles long portion of London Road, identified above, during the months of November through April; uphold the decision of the Town to close that portion of London Road during the months of November through April; and deny the petition.

Yours truly,

CURRIER, TRASK & DUNLEAVY

Richard L. Currier, Esq.
RLC/jtf

From: Jason Parent
Sent: Tuesday, August 29, 2023 8:22 PM
To: Ryan D. Pelletier

Subject: ACAP Public Sector Representative for the County of Aroostook

Hi Ryan,

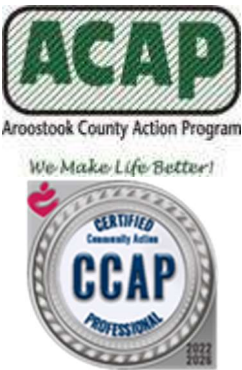
First – Steve did a great job representing the County this afternoon at the ARPA Funding Grant/Versant Power Match Press Conference. It was nice to have him at the table.

Secondly – Our Board Nominating Committee met earlier today regarding our slate of Directors and Officers for 2024. With the recent retirement announcement by Sherriff Gillen, and his indication to us that he would be stepping down from the Board, we are in need of a replacement. If you recall, this has traditionally been the seat held by a representative from County Government. The two previous Directors in this seat were Commissioner Underwood and Pat Sutherland.

Would you be able to submit a candidate to represent The County of Aroostook for us to include in the list of Directors we present at the Commissioner’s Meeting in October to replace Sherriff Gillen?

Thank you,

Jason



Jason Parent, MSB, CCAP
Executive Director/CEO
Aroostook County Action Program
480 Main Street
Presque Isle, ME 04769

207.554.4103

www.acap-me.org

CONFIDENTIALITY NOTICE: The information contained in this e-mail and attached document(s) may contain confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution or the taking of any action in reliance upon the information is prohibited. If you have received this e-mail in error, please immediately notify the sender and delete it from your system. This email comes from outside the County of Aroostook email system. Please be cautious opening or clicking on any attachments or links. The County of Aroostook is subject to Maine Statutes relating to public records. Email sent or received by County employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of County email should presume that the email is subject to release upon request.

WARRANT

State of Maine

County of Aroostook

To Martin Dionne, a resident in the Township of Sinclair (T17R4), County of Aroostook.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of Sinclair (T17R4), in said County, qualified by law to vote in township affairs to meet at the Sinclair Senior Center, the 18th of October, A.D. 2023, at one o'clock in the afternoon (October 18, 2023 at 1:00 p.m.), to act on the following articles to wit:

- ART. 1. To choose a Moderator to preside at said meeting.
- ART. 2. To nominate and elect two (2) voting residents of Sinclair (T17R4) to the Sinclair Sanitary District Board of Trustees for a term of three (3) years, and one (1) voting resident of Sinclair (T17R4) for a term of one (1) year.

Given unto our hands this 20th day of September, A.D. 2023.

Paul J. Underwood
County Commissioner

Norman L. Fournier
County Commissioner

Attest: A true copy of Warrant:

William T. Dobbins
County Commissioner

Ryan D. Pelletier
County Administrator/Clerk

COUNTY OF AROOSTOOK, ss

Pursuant to the within warrant, I have notified and warned the inhabitants of Sinclair by posting a warrant at the Sinclair Fire Station, the Sinclair Post Office Building and Martin's Grocery, being conspicuous places in said Township on the 20th day of September, A.D. 2023.

Martin Dionne

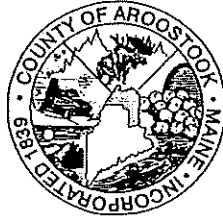
County of Aroostook

COMMISSIONERS' OFFICE

HUMAN RESOURCES

Christina M. Theriault
HR Director

Joyce F. Findlen
HR Specialist



COUNTY COMMISSIONERS

WILLIAM DOBBINS
HOULTON

NORMAN L. FOURNIER
WALLAGRASS

PAUL J. UNDERWOOD
PRESQUE ISLE

MEMORANDUM

September 11, 2023

TO: Ryan Pelletier, County Administrator
County Commissioners

FR: *Christina* Christina Theriault, Human Resources Director

RE: Compensation and Benefits Survey Request

As a way to value our current employees and to be competitive when recruiting and attracting new employees, I believe it is time to conduct a compensation and benefits survey. I would like to respectfully ask for your consideration to move forward with the survey as proposed and to secure money from the contingency account to do so.

Today's job market is more competitive than ever, and compensation has been shown to be a big factor in attracting the best employees. We also need to balance that with working to retain our valuable staff by paying them competitive wages.

Conducting a well-designed compensation and benefits survey is essential to employee recruitment and retention. I believe the attached Proposal from Laurie Bouchard will provide us with the necessary data to update our current salary structures for our non-union staff. Laurie was instrumental in creating the current salary structure for us back in 2017 so it makes sense that she be the one to help us make updates.

Thank you for your consideration.

Attachment (1)



PROMOTING SUCCESS BY NURTURING HUMAN POTENTIAL

PROPOSAL

For

Aroostook County

Prepared by:

Laurie Bouchard, Owner/Principal

July 29, 2023

207.563.1128

laurie@lbouchardllc.com

53 Bouchard Lane • Jefferson, ME 04348

Overview

Aroostook County is interested in having an independent human resources consultant conduct a comprehensive wage and benefits study and make recommendations for an updated compensation program.

Objectives

By focusing on the human resource services outlined in this proposal, we hope to achieve the following outcomes:

- 1) Obtain current market information on all non-union positions to determine market competitiveness.
- 2) Provide recommendations to update the current compensation program as a result of the wage and benefits study.
- 3) Pay all employees fairly and equitably, according to the County's compensation philosophy.
- 4) Be positioned to attract and retain a high quality workforce.

Scope

The scope of this engagement includes the list of services described below; additional services are available upon request.

Services Available

Laurie Bouchard will provide Aroostook County with the following services, as directed by Ryan Pelletier, County Administrator, and Christina Theriault, Human Resources Director.

- 1) Design a comprehensive wage and benefits survey.
- 2) Participate in the selection of survey participants.
- 3) Administer the survey and collect responses.
- 4) Prepare comprehensive reports of survey data.
- 5) Analyze survey results and make recommendations for changes to the Grade and Salary Range Structure.
- 6) Use the updated Grade and Salary Range Structure, once approved, to analyze employee compensation and make recommendations for adjustment.
- 7) Present survey results and recommendations to the County Administrator and/or the Board of Commissioners via ZOOM (if desired).

Consultant Capability

Laurie Bouchard offers the following as demonstration of her expertise, experience and capabilities to perform this Compensation Study:

- Over 35 years of Human Resources experience, including designing and implementing compensation and benefits programs, including working with Aroostook County in 2017 to obtain market information and create a new Grade and Salary Range Structure.
- Self-employed for over 15 years, working with government, non-profit and for profit organizations on their compensation and benefits programs.
- Designed and facilitated over a hundred Wage and Benefits surveys in the past 15 years (including Aroostook County, Lincoln County, Knox County, Penquis, Aroostook County Action Program, and others).

Terms of Engagement

The general responsibilities of the Client and LBouchard & Associates, LLC are outlined on the attached "Terms of Engagement to Provide Human Resource Consulting Services," and both parties agree to abide by the guidelines therein.

Costs

All services and work assignments covered under this Proposal will be available at the special rates outlined below. LBouchard & Associates does not bill for travel time; mileage will be billed at the current IRS allowable rate, and one night accommodations will be invoiced for any onsite visit to Aroostook County.

Note: the fees below assume that Aroostook County staff will provide a list of positions to be surveyed, along with a short description of each, provide a list of participants with contact information, and assist in follow up to ensure the greatest response rate possible.

| | |
|--|---------------------------------|
| Design and facilitate a comprehensive wage and benefits survey for non-union positions and prepare customized reports and recommendations. | \$3,250 |
| Analyze survey results and make recommendations for updated the Grade and Salary Range Structure | \$750 |
| Analyze employee compensation (once the updated Grade and Salary Range structure is approved) and make recommendations for employee wage adjustments, using Compa-Ratio analysis | \$750 |
| ZOOM meeting to work with County management on analyzing the results of the survey, reviewing the update of the Grade and Salary Range Structure, and reviewing recommended employee wage adjustments | \$150/hour |
| If needed: Onsite visit to present findings and recommendations to the County Administrator and/or the Board of Commissioners (to be scheduled on a Friday); this visit could also include meetings to discuss implementation or other HR matters as needed. | \$1,500 plus travel expenses |

The Client will be invoiced at the end of any month in which work is performed, payable within 30 days.

This pricing is good through March 31, 2024.

The signatures below attest to the acceptance of this Proposal by LBouchard & Associates, LLC and the Client:

Laurie Bouchard, SPHR
Owner & Principal
LBouchard & Associates, LLC
53 Bouchard Lane
Jefferson, Maine 04348

Ryan Pelletier
County Administrator
Aroostook County
144 Sweden Road, Suite 1
Caribou, ME 04736

Laurie Bouchard

Signature

July 29, 2023 _____

Date

Signature

Date

Terms of Engagement to Provide Human Resources Consulting Services

Responsibilities of the Client

The Client agrees to identify those individuals within the Company authorized to request services from LBouchard & Associates, LLC under the terms of this agreement. Individuals authorized to request services agree to identify the purpose of the consulting services, and identify for whom the services are to be performed (e.g., the corporation, an employee, a director) at the time the services are requested.

A fundamental term of our engagement is that the Client will provide us with all information relevant to the consulting services to be performed and to provide us with any assistance as may be required to properly perform the engagement. In addition, the Client agrees to bring to our attention any matters that may require further consideration to determine the proper treatment of any relevant item. The Client also agrees to bring to our attention any changes in the information as originally presented, as soon as such information becomes available.

Responsibilities of LBouchard & Associates, LLC

We will perform our services on the basis of the information you have provided and any applicable laws and regulations and associated interpretations existing at the time the consulting services are performed.

Some of the matters on which we may be asked to advise the Company may have personal implications to directors, employees or other persons. However, we have no responsibility to these individuals unless we have been specifically instructed to address these issues, and we agree to do so in writing.

We also agree to discuss those requests for consulting services that we believe qualify as special projects, as defined by the parameters discussed in the "Special Projects" section in the proposal transmitting these terms, prior to beginning any such work. However, in the event a request for services is not identified as a special project on the basis of these parameters when we initially commence work pursuant to such request, we agree to notify management at the time professional fees and expenses exceed an amount stipulated in the proposal transmitting these terms on any particular service that is subject to the terms of this agreement.

We agree to provide documentation (letters, memoranda, etc.) that will summarize the facts as we understand them, the applicable rule(s) of law, and our analysis and conclusion for each service resulting in a fee in exceeding an amount stipulated by agreement or as requested by management. However, such requirement may be waived upon mutual agreement of the parties to this agreement. However, we will not ordinarily provide this documentation in response to very routine questions.

LBouchard & Associates, LLC is not responsible for any penalties assessed against the Client as the result of the Client's failure to provide us with all the relevant information relative to

the issue under consultation. Furthermore, the Client agrees to reimburse LBouchard & Associates, LLC for any penalties imposed on LBouchard & Associates, LLC, its partners or staff, as the result of such a failure to provide such information.

Engagement Limitations

We will rely on information supplied by you in performing our services under this agreement and will not independently verify the accuracy of such information.

Disassociation or Termination of Engagement

In the event we discover activities or practices that we deem inappropriate and that would prevent us from completing this project, or should the Client fail to provide us with adequate and accurate information or the requisite assistance to allow for the proper completion of this project, LBouchard & Associates, LLC reserves the right to resign from the engagement prior to the completion of our work. In such an event, the Client agrees to be responsible for all professional fees and expenses incurred by us prior to our resignation. Of course, we will return to the Client any payments received in excess of the professional fees and expenses incurred to the date of resignation.

In addition, we also reserve the right to suspend or terminate any work in progress in the event timely payment of our fees is not made in accordance with any agreed upon billing schedule. Moreover, if during the course of our work, billing disputes arise and remain unresolved, we reserve the right to withdraw from further services.

The Client reserves the right to terminate the services covered by this agreement at any time by providing LBouchard & Associates, LLC with written notice of such intentions. The effective date of such termination will be the date we receive the termination notice. In such event, the Client will be responsible for all professional fees and expenses incurred by us prior to the date of termination.

Liability Limiting Clause

All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this agreement and its attachments. LBouchard & Associates, LLC makes no other representation or warranty regarding either the services to be provided or any deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

In no event, unless it has been finally determined that LBouchard & Associates, LLC was grossly negligent or acted willfully or fraudulently, shall LBouchard & Associates, LLC be liable to the Client or any of its officers, directors,

employees or shareholders or to any other third party, whether a claim be in tort, contract or otherwise: (a) for any amount in excess of the total professional fee paid by you to us under this agreement; or (b) for any special, consequential, indirect, exemplary, punitive, lost or similar damages, even if we have been apprised of the possibility thereof.

Indemnification and Consequential Damages Clause

The Client agrees to indemnify, defend and hold harmless LBouchard & Associates, LLC and its partners or staff (LBouchard & Associates, LLC and each such person being an "indemnified party") from and against any and all liabilities, losses, demands, costs and expenses, joint or several, to which such indemnified parties may be subject under any applicable federal or state law arising solely out of the performance of services contemplated by this agreement, including claims by any third parties. The Client agrees to reimburse any indemnified party for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising therefrom, whether or not such indemnified party is a party. The provisions of this indemnification clause will not apply if it has been finally determined that LBouchard & Associates, LLC was grossly negligent or acted willfully or fraudulently.

Resolution of Differences

In the unlikely event that differences concerning LBouchard & Associates, LLC's services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, LBouchard & Associates, LLC and you agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to LBouchard & Associates, LLC's services and fees for this engagement.

Timing of Engagement

The expected completion date of each service provided under this agreement will be mutually agreed upon at the time of requesting the services. In the event the agreed timetable requires that the Company provide us with needed information within a specified period of time, the failure to timely provide this information may require adjustment to our completion date. In addition, in the event unforeseen circumstances occur that impact our ability to meet the final completion date of a particular service, we will contact management immediately to discuss an acceptable revised completion date.

* * * * *

The clauses regarding liability limitations, indemnification, and resolution of differences shall survive any termination of this agreement. This agreement will be governed by the laws of the State of Maine.

County of Aroostook

COMMISSIONERS' OFFICE

FINANCE DIRECTOR / DEPUTY TREASURER
Dana L. Gendreau



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

September 11, 2023

Subject: Jail Fund FYE 6/30/2023 Balance

The Jail Fund closed its fiscal year with a deficit of \$267,270. The Jail Fund surplus balance as of last year is \$119,564 and once the current year's deficit of \$267,270 is applied there will be a deficit in fund balance of \$147,706.

It is my recommendation that the General Fund cover the fund balance deficit of \$147,706.

Regards,

Dana Gendreau

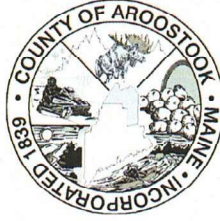
Dana Gendreau
Finance Director

County of Aroostook

COMMISSIONERS' OFFICE

FACILITIES & IT DIRECTOR

BRYAN V. JANDREAU



COUNTY COMMISSIONERS

NORMAN L. FOURNIER
WALLAGRASS

PAUL J. UNDERWOOD
PRESQUE ISLE

WILLIAM T. DOBBINS
HOULTON

August 25, 2023

TO: Ryan D. Pelletier, County Administrator
FR: Bryan Jandreau, Facilities & IT Director
RE: Full Time Maintenance Worker - Houlton

It is my recommendation that the County of Aroostook hire Shawn Howe for the full-time maintenance worker position at our Houlton Building Complex. Shawn has fourteen years of related experience in the maintenance/construction field. He communicated well and his well-rounded maintenance/construction knowledge was evident during the interview process. Shawn would be a good fit and asset for our department.

Thank you for your consideration.

Shawn Howe

Experience

05/2018–Current

General laborer • laborer • Buildings Etcetera

02/2015–02/2018

Maintenance and Masonry • General laborer • Donahue's
Maintenance and Masonry

03/2008–02/2015

General laborer • Laborer • Buildings Etcetera

General Laborer, Have basic general knowledge of
Maintenance, able to complete tasks in allotted time given.
Timely and always willing to lend a hand where needed.
Semi-Skilled Masonry skills, basic knowledge of electric and
plumbing and mechanical knowledge

Education

Hodgdon High School, Hodgdon Maine

- Obtained my class B license.
-

Communication

Able to work well along side others in group settings or on a
task alone, time management proficient, able to
communicate to supervisors any issues properly and easily
that arise.

References

[Redacted]

Contact



TODD R. COLLINS
District Attorney

STATE OF MAINE

144 Sweden Street
Caribou, ME 04736-2353
207-498-2557
FAX 207-493-3493

KARI WELLS-PUCKETT
Deputy District Attorney



27 Riverside Drive
Presque Isle, ME 04769-2730
207-764-0504
FAX 207-764-2046

CHRISTIANA REIN
MATTHEW HUNTER
CHARLES E. FYLER II
IAN M. ANDERSON
Assistant District Attorneys

26 Court Street, Suite 101
Houlton, ME 04730
207-532-4294
FAX 207-532-1504

OFFICE OF THE DISTRICT ATTORNEY
AROOSTOOK COUNTY
PROSECUTORIAL DISTRICT NUMBER 8

September 12, 2023

To: County Commissioners
Re: Permission to Hire

Gentlemen,

I am requesting that the County approve the hiring of

John Verno

As a VWA for the District Attorney's Office.

I appreciate your consideration of this request at your September 20, 2023 meeting. Until then,

Be Well and Stay Safe,

A handwritten signature in blue ink, appearing to read 'Todd R. Collins', written over a light blue horizontal line.

Todd R. Collins
District Attorney, Aroostook County

Joyce Findlen

From: [REDACTED]
Sent: Wednesday, August 2, 2023 1:48 AM
To: Joyce Findlen
Subject: Victim Witness Advocate County of Aroostook.
Attachments: Verno_Resume (1) 2019 (1).pdf

08/02/2023

To Whom It May Concern,

This letter is to address my interest in the position of Victim Witness Advocate County of Aroostook.

I am currently a Police Officer for Central Berks Regional Department in Reading, Pa. I have been employed here for four years. As a result of my last department Oley Township disbanding its force, I was taken in by Central Berks Regional. Along with patrol duties I am also a part of the County Drug Task Force.

While employed at Oley, I was a Detective Sergeant, and had been employed with said department for 14 plus years. My assignments included, but not limited to lead investigator, Patrol, Crime Scene Tech, Evidence Custodian, a member of the Berks Drug Task Force, and Major Crimes Unit. I was also the school resource officer, for four schools while at Oley. I have had extensive experience working with all areas of the court system in the State of Pa., throughout my career.

I have also been an athletic coach for over 41 years, at various institutions and serving both as head and assistant coach at those schools, under numerous sports.

I have more than 30 years in law enforcement, and 40 plus years in public service. I was in education for over 16 years, taught at various educational institutions, and am certified in two states, Pa, NJ, in Social Studies.

I have attached a copy of my current resume for your perusal.

When requested I can supply you with my Professional References for letters of Recommendations.

I do maintain a residence in Sherman, Maine, and it is my hope I can make the transition up to Maine to continue my career in criminal justice.

It is my hope that my extensive background, and experience may warrant an opportunity to continue with the hiring process.

Sincerely,

JOHN A. VERNO

Police Officer, Educator, Coach



EDUCATION

Graduate Coursework
Education / Criminal Justice
West Chester University
[REDACTED]

Teaching Certification
Social Studies, Grades 7-12
West Chester University
[REDACTED]

B.S. Criminal Justice
West Chester University
[REDACTED]

Act #120 Certification
PA State Police Academy
#23510
[REDACTED]

OTHER TRAINING

County Detective School

Class "A" Certification (PA)

Instructor Development
Certification

Drug Interdiction Training

Drug Investigation Training

Crime Scene Technician
Training

PCLB Education Trainer for
Law Enforcement

Act 235 Certified

PROFILE

With almost four decades of experience in law enforcement, two decades of experience in the classroom, and three decades of experience on the field, I am a motivated, resourceful, and highly qualified police officer, educator, and coach who is extremely dedicated to and engaged with his community.

LAW ENFORCEMENT EXPERIENCE

CENTRAL BERKS REGIONAL POLICE DEPARTMENT // 2018 - Present
Police Officer (Patrolman)

- Work as a member of the Berks County Drug Task Force.
- Responsible for controlling traffic, patrolling neighborhoods, responding to emergency calls, writing citations, delivering warrants, arresting violators, occasionally testifying in court, and providing educational outreach to the public to help prevent and solve crime.

OLEY TOWNSHIP POLICE DEPARTMENT // 2003 – 2017 (Department Closed)
Detective Sergeant

- Work as the lead investigator of all crimes (Berks County Major Crimes Unit, Berks County Drug Task Force).
- Perform all of the duties typical of a police officer, including patrol, traffic, and investigative duties.

HEIDELBERG POLICE DEPARTMENT // 2013 - PRESENT
Police Officer (Part-Time)

- Perform all of the duties typical of a police officer, including patrol, traffic, and investigative duties.

BOYERTOWN POLICE DEPARTMENT // 2009 - PRESENT
Police Officer (Part-Time)

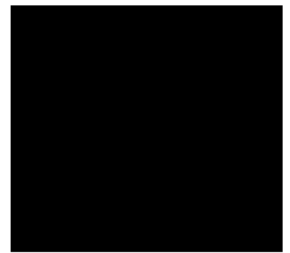
- Perform all of the duties typical of a police officer, including patrol, traffic, and investigative duties.

AMTRAK POLICE DEPARTMENT // 2004
Police Officer

- Responsible for protecting the major rail stations and tracks for Amtrak and Septa in the Philadelphia Division (Pennsylvania, Delaware, and Maryland).
- Responsible for the protection of politicians, athletes, and dignitaries, including the Republican National Convention in NYC and the pre-Bush inauguration Ball in Washington, D.C.

JOHN A. VERNO

Police Officer, Educator, Coach



LAW ENFORCEMENT EXPERIENCE *CONT'D.*

UPPER POTTS GROVE POLICE DEPARTMENT // 1997 - 1999

Police Officer

- Performed all of the duties typical of a police officer, including patrol, traffic, and investigative duties.

WEST POTTS GROVE POLICE DEPARTMENT // 1979 - 1997

Police Officer

- Performed all of the duties typical of a police officer, including patrol, traffic, and investigative duties.

TEACHING EXPERIENCE

HADDONFIELD MEMORIAL HIGH SCHOOL // 2000 - 2003

Teacher

- Performed all of the duties of a regular teacher, including lesson planning, establishing rapport with the students and faculty, grading assignments, maintaining classroom management, etc.
- Responsible for teaching United States History and World Civilizations.

SALEM HIGH SCHOOL // 1999

Teacher

- Performed all of the duties of a regular teacher, including lesson planning, establishing rapport with the students and faculty, grading assignments, maintaining classroom management, etc.
- Responsible for teaching United States History and Phase II students.

MALVERN PREPARATORY SCHOOL // 1990 - 1996

Teacher

- Performed all of the duties of a regular teacher, including lesson planning, establishing rapport with the students and faculty, grading assignments, maintaining classroom management, etc.
- Responsible for teaching AP United States History, Contemporary America, Health, and Physical Education.
- Worked as the Assistant Athletic Director, Head Lacrosse Coach, Assistant Football and Ice Hockey Coach, Chairman of the Teacher Union, and Chairman of Health and Physical Education.

JOHN A. VERNO

Police Officer, Educator, Coach



TEACHING EXPERIENCE *CONT'D.*

VALLEY FORGE MILITARY ACADEMY // 1983 - 1990

Teacher

- Performed all of the duties of a regular teacher, including lesson planning, establishing rapport with the students and faculty, grading assignments, maintaining classroom management, etc.
- Responsible for teaching AP United States History, World History, Business Law, and Criminal Law.
- Worked as the Head Lacrosse Coach, Assistant Football Coach, and Wrestling Coach.

ST. PIUS HIGH SCHOOL // 1979-1983

Teacher

- Performed all of the duties of a regular teacher, including lesson planning, establishing rapport with the students and faculty, grading assignments, maintaining classroom management, etc.
- Responsible for teaching World Cultures.
- Worked as the Assistant Football Coach, Track Coach, and Basketball Coach.



Aroostook County
Sheriff's Office

Peter A. Johnson, Sheriff
Joey D. Seeley, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

Memorandum

To: Sheriff Peter Johnson
From: Commander Craig L. Clossey,
cc: Chief Deputy Joey Seeley
Date: September 5, 2023
Re: Full-Time Corrections Officer

Sheriff,

I have Benjamin Wipperman of Presque Isle that has applied for the position of Full-Time Corrections Officer.

Mr. Wipperman has passed all background and interviews successfully. He is working at Aroostook State Park and has started training at the Sheriff's Office on this date. He has expressed to be full-time and I have an opening.

It is my recommendation that Mr. Wipperman be hired start at the one-year step on September 6th, 2023.

Any consideration of this request is appreciated.

Cmdr.

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
Joey D. Seeley, Chief Deputy

Patrol

Transportation

Corrections

Civil Process

To: County Commissioners

From: Sheriff Peter Johnson

cc: Chief Deputy Joey D. Seeley

Date: September 11, 2023

Reference: Full Time Dispatch Supervisor

The Aroostook County Sheriff's Office recently advertised for fulltime Dispatch Supervisor position and Kenneth Spittle submitted an application. Mr. Spittle has worked for the Aroostook County Sheriff's Office from 1999 to present. Mr. Spittle has over 5 years of experience as a Correctional Officer for the Sheriff's Office and has been a dispatcher for the Sheriff's Office since 2005.

In addition, Mr. Spittle has taken on the role of managing the schedule, mentoring new dispatchers, and has taken on several other tasks. Mr. Spittle has taken on any task he has been assigned and completed them with little supervision and professionalism.

It is my recommendation that Kenneth Spittle be hired as of September 23, 2023 to fill the open full time dispatch supervisor position that was recently advertised for.

FAITHFULLY SERVING OUR NEIGHBORS SINCE 1839

County of Aroostook

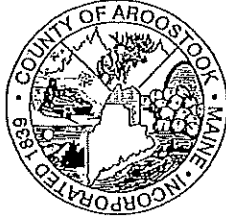
COMMISSIONERS' OFFICE

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: September 12, 2023
TO: Ryan D Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Fire Protection Agreement for E-Plantation Township

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Town of Mars Hill** for the Unorganized Township of E-Plantation.

This contract is for the three (3) year period of July 01, 2023 to June 30, 2026, and represents a 5% increase per year for the term of the agreement.

- July 01, 2023 to June 30, 2024 \$ 3,201.00
- July 01, 2024 to June 30, 2025 \$ 3,361.00
- July 01, 2025 to June 30, 2026 \$ 3,529.00

Mars Hill Town Officials unanimously agreed to, and signed the proposed agreement. It is my recommendation that the contract be reviewed and signed by the County Administrator per authorization by the County Commissioners.



FIRE PROTECTION INTERLOCAL COOPERATION

E-PLANTATION TOWNSHIP

The Aroostook County Administrator acting in his capacity as Municipal Official for the Township of **E-Plantation**, hereinafter referred to as the "County", enters into an agreement with the **Municipality of Mars Hill** in accordance with the vote of said Municipal Officials at a regular meeting held on 9-11-2023, 2023, hereinafter referred to as the "Municipality" for fire protection to the residents of **E-Plantation Township**, hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., §2203.

1. The Municipality agrees to provide auxiliary or supplemental fire protection to the residents of the Unorganized Territory of **E-Plantation Township**, including, but not limited to the following:
 - A) Structural fires;
 - B) Mobile property fires (cars and trucks);
 - C) Rescue calls
2. When a call for aid or assistance from any person in the Unorganized Territory of **E-Plantation Township** is received at the Mars Hill Fire Station, the following procedures will be followed:
 - A). When the Mars Hill 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 Mars Hill 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 Mars Hill 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.

All self-employed Contractors shall be required to obtain Worker's Compensation Insurance coverage and submit a Certificate of Insurance prior to performing any work.

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.

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



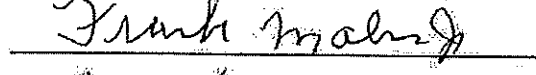
| | |
|-------------------------------|-------------|
| July 01, 2023 – June 30, 2024 | \$ 3,201.00 |
| July 01, 2024 – June 30, 2025 | \$ 3,361.00 |
| July 01, 2025 – June 30, 2026 | \$ 3,529.00 |

This agreement shall be in effect for three (3) years from July 01, 2023 to June 30, 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.

9. 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 11th day of September 2023.


WITNESS




OFFICIALS OF MARS HILL

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2023

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: September 12, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul G. Bernier, Community Services Director
RE: Fire Protection Interlocal Cooperation Agreement for T7R3, T7R4, T7R5

Attached is the proposed Fire Protection Interlocal Cooperation Agreement with the **Town of Oakfield** for the Unorganized Townships of T7R3, T7R4, T7R5.

This Agreement is for the three (3) year period of July 01, 2023 through June 30, 2026. With reference to my conversation with Dale Morris, Oakfield Town Manager, this agreement shows a 3% annual increase for the term of the agreement.

- July 01, 2023 to June 30, 2024 \$ 937.00
- July 01, 2024 to June 30, 2025 \$ 965.00
- July 01, 2025 to June 30, 2026 \$ 994.00

The Oakfield Board of Selectmen have reviewed and authorized the Oakfield Town Manager to sign the proposed agreement. It is my recommendation that the contract be reviewed and approved for signature by the County Administrator.

FIRE PROTECTION INTERLOCAL COOPERATION

TOWNSHIPS

T7R3 – T7R4 – T7R5

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 Oakfield** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, 2023, 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 residents of the Unorganized Townships of **T7R3, T7R4, and T7R5**.
2. When a call for aid or assistance from any person in the Unorganized Townships of **T7R3, T7R4, or T7R5** 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 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.

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. This Agreement shall be in effect for a period of three (3) years from:

| | |
|---------------------------------------|------------------|
| July 01, 2023 to June 30, 2024 | \$ 937.00 |
| July 01, 2024 to June 30, 2025 | \$ 965.00 |
| July 01, 2025 to June 30, 2026 | \$ 994.00 |

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. This Agreement can be amended only by written agreement of the parties and shall not be changed or amended orally.

9. 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.
10. A. Mutual Aid response by a member community of the Katahdin Valley Mutual Aid Agreement, at the request of the Town of Oakfield. It is the understanding of the County that if any member community provides coverage within the Town of Oakfield while the Oakfield Fire Department is responding to a call in T7R3, T7R4, or T7R5, there is no charge to either the Town of Oakfield or the County of Aroostook.
- B. The County will not reimburse any member community of the Katahdin Valley Mutual Aid Agreement for assistance provided at the scene of an incident in an Unorganized Township beyond the terms of any contractual Agreement with that member community.

IN WITNESS WHEREOF, the parties to this present have executed this contract each of which will be deemed an original on the _____ day of _____ 2023.

WITNESS

Dale C. Morris, Oakfield Town Manager

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2023