

FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA

LOCATION: Franklin County Commissioners Conference Room 2nd Floor

DATE AND TIME: June 18, 2024 @ 10:00 A.M.

The Franklin County Commissioners' meetings are open to the public. This meeting is also available virtually via Video Conferencing, Cloud Phone, Webinars, Chat, Virtual Events | Zoom. Here is the meeting ID# 492 510 0482 passcode 030621.

APPOINTMENTS: None

NEW BUSINESS:

- 1. Clerk's Report**
- 2. Treasurer's Report**
- 3. Quick Stream Bridge, Salem Township Bids**
- 4. Employee Recognition – Communications**
- 5. Opioid Settlement Committee**
 - a. Process**
 - b. Opioid Planning Grant**
- 6. Authorizations on Bangor Saving Account**
- 7. Disbursement Policy**
- 8. Soil Waste Management and Fire Services Agreements**
- 9. Deputy Register of Probate Job Description**

OLD BUSINESS:

MISCELLANEOUS:

WARRANTS: County AP, UT, ARPA, and Payroll

ADJOURNMENT:

Meeting Packets are available to view by clicking on the link below:

Agendas & Minutes - Franklin County, Maine (franklincountymaine.gov)

**County Commissioner's Meeting
Agenda Discussion and Analysis
June 18, 2024**

Appointments: None at this time.

Agenda Item: Clerk's Report

Comments: Minutes from the June 4, 2024, meeting

- William Hoyt was rehired as a full-time Corrections Officer on June 6th.
- Sergeant Close applied for a COPS grant with permission from the Chair. In the event we receive funding, this grant will provide compensation for a school resource officer at six schools within the county. If we are awarded the grant, Sgt. Close will come back and seek approval to accept the grant funds.
- The county received a retirement letter from the Deputy Probate Register. She will retire on August 2, 2024. We will be posting the position on our website, the local papers, and MMA.
- The new generator for the Correctional Facility was installed on June 7, 2024.
- The position of Deputy Deeds Registrar was posted internally on June 17, 2024. This posting will be up for one week.
- CCC Lawn Care has volunteered to maintain the monument weekly through the summer.

Recommended: Motion to approve and sign the minutes from June 4, 2024.

Treasurer's Report:

3. Quick Stream Bridge, Salem Twp. Bids

Comments: The bids for the Quick Stream Bridge project were due back to Wentworth on June 14th. Wentworth will attend the meeting to review the bids and provide a recommendation.

Recommendation: Motion to accept the recommended bid from Wentworth.

4. Employee Recognition-Communications Center

Comments: Brad would like to recognize the following individuals: Jace Poulin, Johanna Cullenberg, Everett Spaulding, and Hunter Lowell for excellence in customer service. He will be presenting a certificate and pin to each of these employees.

Recommendation: Motion: none at this time.

5. Opioid Committee

a. Process

Comments: Bob and Sue have done some work on the Opioid Settlement Committee documents including: updating the bylaws, volunteer application, application for funding to clarify language, and developing a reporting structure.

Recommendation: Motion to approve the amended documents for the Opioid Settlement Committee.

b. Opioid Planning Grant

Comments: Bob and Sergeant Close attended a meeting with the HCC on a planning grant to do a study in the county to identify assets and gaps in care for prevention, harm reduction, treatment, and recovery services. The HCC has requested a representative from the County Commissioners to sit on the committee.

Recommendation: Motion: To authorize _____ to sit on the committee.

6. Authorizations on Bangor Savings Account

Comments: In order to give access to Brenda and Jamie, the Commissioners need to make a motion to authorize them to have access to the Bangor accounts. Additionally, the Commissioners will need to sign the authorization form.

Recommendation: Motion to authorize Brenda Bitle and Jamie Sullivan to have access to the Bangor Savings Bank accounts.

7. Disbursement Policy

Comments: Each year, the Commissioners must review and approve the Disbursement Policy. This policy allows for flexibility to sign off on WEX, retirement, payroll, credit card, and Health Trust payments outside of the regular warrant schedule to ensure bills and payroll are done on time. See the policy attached in the packet.

Recommendation: Motion to accept the Disbursement Policy.

8. Soil Waste Management and Fire Services Agreements

Comments: The soil waste management contracts and fire services contracts are ready for signature. They are in your flower folder to sign.

Recommendation: Motion to sign the solid waste and fire services contracts for Kingfield, Strong, Phillips, Wilton, Eustis, Rangeley, and Weld.

9. Deputy Register of Probate Job Description

Comments: The Probate Register and Deputy reviewed the current job description and updated Human Resources of the duties of the Deputy. HR used the new format and updated the information within the job description. See attached in your packet.

Recommendation: Motion to approve the revised Deputy Register of Probate job description.

Jamie Sullivan

From: Brad Timberlake
Sent: Monday, June 10, 2024 4:00 PM
To: Jamie Sullivan
Subject: Fwd: Commissioners Meeting Stuff

Sent from my iPhone

Begin forwarded message:

From: Brad Timberlake <BTimberlake@franklincountymaine.gov>
Date: June 10, 2024 at 2:02:00 PM EDT
To: Tiffany Baker <TBaker@franklincountymaine.gov>
Subject: Commissioners Meeting Stuff

Hello, for the commissioners meeting on the 18th, here is what I'll be presenting. I'm also guessing the meeting is at 10AM?





Jace Poulin – CPR Save
Johanna Cullenberg – Stork Pin (baby delivery)
Everett Spaulding – CPR Save
Hunter Lowell – Excellence in Service

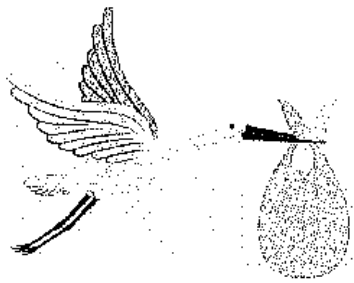
I'm working on write ups for each of them now. I appreciate being able to use this forum to do this.

Thanks.

Brad K. Timberlake

Director
Communications | Franklin County RCC
207-778-6140 (Dispatch)

 207-860-4180 | 207-305-5935
 btimberlake@franklincountymaine.gov
 www.franklincountymaine.gov
 124 County Way, Farmington, Maine, 04938



JOHANNA CULLENBERG

Dispatcher - Franklin RCC

Stork Award/Pin

Today, we're here to extend our sincerest appreciation to Dispatcher Johanna Cullenberg, whose unwavering assistance during a home childbirth on February 11th at approximately 4:56 PM in Jay. Dispatcher Cullenberg will be receiving what is referred to as a 'stork pin' which merits one of our highest recognitions.

As one can imagine, a childbirth can be a rewarding and chaotic time for a family. Add into the mix a childbirth outside of a medical facility. Dispatcher Cullenberg demonstrated exceptional professionalism and control under pressure when she received a 911 call regarding a woman in labor. Despite the chaotic and frantic nature of the situation, Cullenberg remained composed, swiftly following emergency protocols and ensuring preparedness for any potential complications. Her genuine concern for the well-being of the mother alongside her remarkable poise in providing crucial guidance speaks volumes about her dedication to her role. Upon the delivery of the baby, it was quickly determined that the baby was not breathing and was exhibiting a purple color. While this can be common in births, it does not make a tense situation any less.

Handling demanding and challenging calls is the norm for dispatchers, but contributing to a joyous event like a birth makes it all the more special. Dispatcher Cullenberg's remarkable poise and professionalism throughout this demanding experience truly deserve our utmost praise. Her adept handling of the situation and her ability to maintain composure during such a stressful time for the new parents is truly commendable. Dispatcher Cullenberg's exceptional performance serves as a testament to her skills, and we feel privileged to have her as a member of our team.

Presented By:

Brad K. Timberlake

Director of Communications

Franklin County Regional Communications Center

FRANKLIN COUNTY REGIONAL
COMMUNICATIONS CENTER



This award is presented to

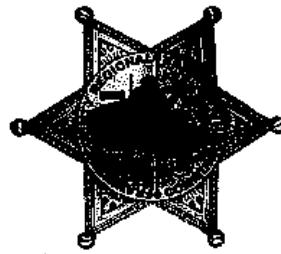
JOHANNA CULLENBERG

*For bringing calm assurance and instruction to the chaos when a new baby wins the race
against the responders to the scene.*

Thank you for your extraordinary service and contributions to your profession.

FEBRUARY 11TH 2024

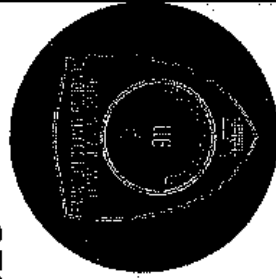
CAD CALL: 24-5820



JACE POULIN
SUPERVISOR

BRAD TIMBERLAKE
DIRECTOR

MICHELLE ST. CLAIR
SUPERVISOR





JACE POULIN

Dispatch Supervisor - Franklin RCC

Lifesaving - CPR Pin

Dispatch Supervisor Jace Poulin is being awarded a 'life saving pin' for his skilled and compassionate handling of a emergency call.

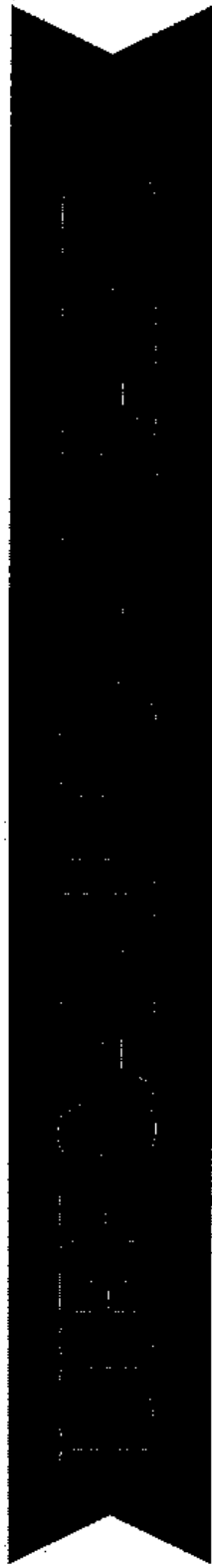
On February 15th around 9:11 PM in Chesterville, Supervisor Poulin received a call from a distraught husband whose middle-aged wife was exhibiting signs of agonal breathing. Recognizing the urgency, Poulin calmly but firmly obtained the critical information needed to determine that CPR was required. He then adeptly coached the husband on initiating chest compressions to save his wife's life. Poulin's quick thinking and guidance enabled the caller to start lifesaving measures until paramedics arrived. Days later, it was revealed the wife had recovered and returned home.

Dispatchers rarely learn the outcomes of their calls, which can be one of the toughest aspects of the job. Stories like this remind them of the importance of their work and why they chose this career. Congratulations to Supervisor Poulin on a job well done - you are a valued member of the Franklin RCC and an absolute asset to the community and county.

Presented By:

Brad K. Timberlake
Director of Communications
Franklin County Regional Communications Center

FRANKLIN COUNTY REGIONAL COMMUNICATIONS CENTER



This award is presented to

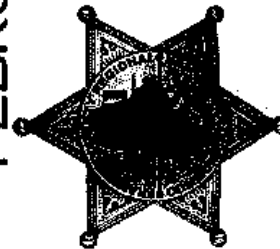
JACE POULIN



*For instructing a citizen in CPR to help a cardiac arrest patient,
and through his outstanding efforts, gave someone another chance at life.
Thank you for your extraordinary service and contributions to your profession.*

FEBRUARY 15TH, 2024

CAD CALL: 24-6412



JACE POULIN
SUPERVISOR

BRAD TIMBERLAKE
DIRECTOR

MICHELLE ST. CLAIR
SUPERVISOR





EVERETT SPAULDING

Dispatcher - Franklin RCC

Lifesaving - CPR Pin

Dispatcher Everett Spaulding is being awarded a 'life saving pin' for his handling of a emergency call.

On October 12th, 2023, Dispatcher Spaulding received a medical call in Freeman Township. The caller reported that he and a 69-year-old male were cutting wood when the 69-year-old male collapsed. Dispatcher Spaulding utilized the Emergency Medical Protocol and was able to establish that the breathing pattern exhibited by this male was worth of CPR efforts. He remained composed and instructed the caller on how to perform effective CPR on the patient. Dispatcher Spaulding continued these efforts, counting out loud for the caller for the proper rate of compressions until help arrived. When help arrived, Deputy Andrew Morgan was able to take over compressions and administer a shock with an AED unit. Deputy Morgan was recently recognized for this at a Sheriff's Office meeting/training.

I wanted to take a moment to recognize Dispatcher Spaulding for being a crucial link in this patient's chain of survival for this incident. Dispatcher Spaulding did not skip a beat from call entry through physical responder arrival.

Thank you, Everett, for being such a great member of this team. Keep up the great work!

Presented By:

Brad K. Timberlake
Director of Communications
Franklin County Regional Communications Center

FRANKLIN COUNTY REGIONAL COMMUNICATIONS CENTER



This award is presented to

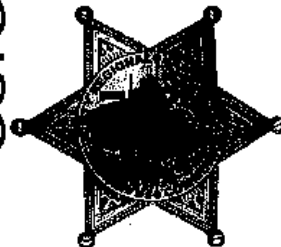
Everett Spaulding



For instructing a citizen in CPR to help a cardiac arrest patient,
and through his outstanding efforts, gave someone another chance at life.
Thank you for your extraordinary service and contributions to your profession.

OCTOBER 12TH, 2023

CAD CALL: 23-42214



JACE POULIN
SUPERVISOR

BRAD TIMBERLAKE
DIRECTOR

MICHELLE ST. CLAIR
SUPERVISOR





HUNTER LOWELL

Dispatcher - Franklin RCC

Excellence in Service

Dispatcher Hunter Lowell has been with Franklin RCC for just over 2 years. In that time, I have worked closely with him and watched him grow into an extremely valuable member of the team. Lowell consistently arrives at work with a can-do attitude, ready to assist in any way needed.

He helps train new hires and supports dispatchers who are still learning, demonstrating patience, professionalism, and tact. Responders often praise Lowell's calm demeanor and exceptional skills. Recently, Franklin County Sheriff's Department Sergeant Sholan wrote a letter commending Lowell's outstanding performance. (Read Sholan's letter [here](#))

I am proud to recognize Lowell's exceptional work, both internally and in building strong relationships with the departments we serve. He is a true leader, and I hope to see him continue to grow and take on expanded responsibilities, further strengthening our team and the services we provide.

Dispatchers often go unrecognized, as they are simply part of the response system. Sergeant Sholan's letter of commendation is a testament to the strong partnerships Lowell has cultivated and the positive impact he has made. Congratulations, Hunter, on this well-deserved recognition.

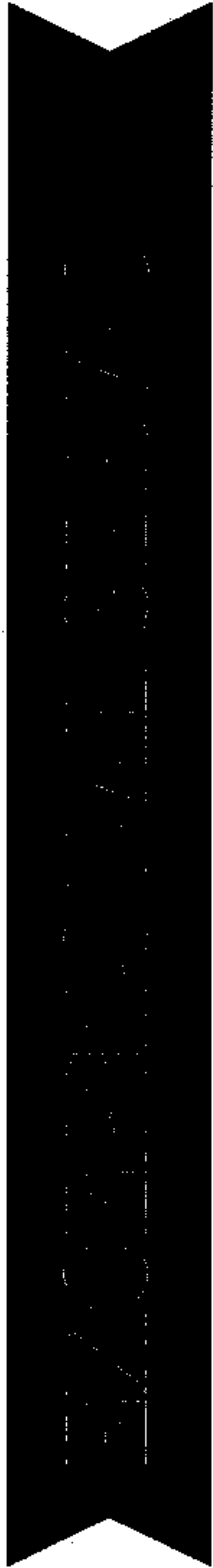
Presented By:

Brad K. Timberlake

Director of Communications

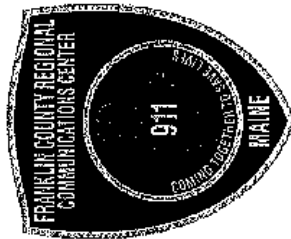
Franklin County Regional Communications Center

FRANKLIN COUNTY REGIONAL COMMUNICATIONS CENTER



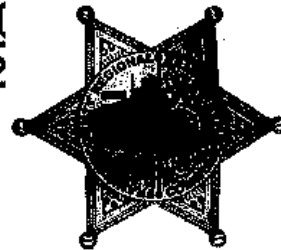
This award is presented to

Hunter Lowell



For consistently going above and beyond in your daily duties of emergency communications.
Thank you for your extraordinary service and contributions to your profession.

MAY 24TH, 2024



JACE POULIN
SUPERVISOR

BRAD TIMBERLAKE
DIRECTOR

MICHELLE ST.CLAIR
SUPERVISOR



Opioid Settlement Project Reporting Checklist

1. Upon Commissioner Approved funding of a project using Opioid Settlement Funds, the applicant will be responsible for a completed written report on the use of the funds.
2. When the project is completed as described in the application, the report will be due and must be reported.
3. The report should include:
 - a. Exact use of funds in detail
 - b. The impact on citizens of Franklin County including number impacted or projected to impact, how this impact was measured or estimated, and the type of impact observed.
 - c. A projection of future impact if applicable.
4. The report will be sent to the Franklin County Commissioner's Office, 140 Main St. Suite 3, Farmington, ME 04938 when funds are spent and the project is completed.
5. The report will be available to the public if requested.

6.2024

Opioid Committee Meeting Ground Rules:

1. Arrive on time and plan to stay for entire meeting.
2. Have reviewed all meeting materials and come prepared to discuss.
3. Be concise, stay on topic
4. No disruptions, phone, email, text, or side conversations.
5. Ask clarifying questions if you don't understand
6. Value all input from members
7. Demonstrate mutual respect, no criticism of a person's ideas
8. If you disagree, propose a solution to the decision.
9. Respect the confidentiality of the discussion, applications, and vote.
10. Have fun / use humor appropriately.

Opioid Volunteer Committee Application

Please include a cover letter with this application.

Name: _____
 First **Middle** **Last**

Mailing Address: _____

Phone: _____
 Home

Phone: _____
 Cell

Email: _____

Please check all that apply:

I am at least 18 years of age _____

I am a resident of the Franklin County _____

Have you ever been convicted of a crime _____

Background (related experience, skills, qualifications): Additionally, please attach a resume.

Why are you interested in this committee?

Employer: _____

Are you currently affiliated with any organizations in Franklin County, if so, please list them.

Please list 3 references and their contact phone numbers.

1. _____ **Phone#:** _____
2. _____ **Phone#:** _____
3. _____ **Phone#:** _____

I understand that any information provided by me that is found to be false, incomplete, or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration to become a member of the committee, or (ii) may result in my immediate discharge from volunteer services, whenever it is discovered.

Dated:

Signature

Franklin County Opioid Settlement Funds Scoring Rubric

Reviewer Name: _____

Date: _____

Applicant Name: _____

Amount of Funding requested: _____

Scoring Rubric

Grants will be awarded through a competitive review process. The review and scoring of each application will be based on the criteria laid out in the Opioid Settlement fund guidelines.

Does the applicant meet the eligibility criteria?

- ☐ Work impacts residents in Franklin County
- ☐ Falls within one or more opioid settlement categories and the Governor's Opioid Strategic Plan
- ☐ Is evidence based or promising practices
- ☐ The Organization is financially stable and financial plans are in described.

Yes: _____ or No: _____ (if applicant does not meet eligibility criteria make a note of why for group discussion)

Application Section	Excellent (5 points)	Good (3 points)	Fair (1 point)	Not Acceptable (0 points)	Notes
Project Narrative - Does this project align with 1 or more of Governor's Opioid Plan?					
Evaluation Plan - Does the applicant describe how we will know if the project worked with goals?					
Sustainability Plan - Does the applicant describe how the project will be sustained post funding?					
Project Budget - Does the budget asks align with the needs of the project?					
TOTAL					

Grand total: _____

Reviewer final comments and recommendations: _____

Opioid Settlement Advisory Committee

Bylaws -Draft 2024

Purpose: This volunteer committee's primary objective is to review proposed projects based on the Maine State Attorney General's office Principles for the Use of Funds from the Opioid Litigation and to make recommendations on project approval to the Franklin County Commissioners. The expectation is the Committee will meet quarterly as needed to review applications.

Information: Franklin County has or is to receive roughly 1.3 million dollars in settlement funds of the next 18 years. These funds come from litigation settlements with drug manufacturers and drug distributors (i.e., CVS, Walgreens, Walmart). These funds are to be used in treating, preventing, and educating in an "evidence based" approach outlined by the Maine Attorney Generals website. All members will familiarize themselves with the Principles for the Use of Funds from the Opioid Litigation and make decisions based on this guidance as well as the impact the project will have on Franklin County.

Members: The volunteer Committee will consist of up to 5 member of the public that have experience in providing recovery services or in opioid recovery in Franklin County. Two additional members will be from County Government; one will be a Franklin County Commissioner or his/ her designee, and the Franklin County Sheriff or his/her designee. All members who file a volunteer opioid committee application will be interviewed by the Franklin County Commissioners in executive session, and selected members will be appointed by the Franklin County Commissioners at an open and public Commissioner's Meeting.

Roles and Duties: The Opioid Committee will be chaired by a non-voting facilitator. The committee will review application in accordance with the AG's office Principle's for the Use of Funds from the Opioid Litigation guidance. The projects will be reviewed and scored by the committee, and a recommendation will be forwarded to the Franklin County Commissioners for approval of funding at a regular meeting. If a committee member is associated with an organization that is submitting a project and they had any part in the submission of an application, the committee member shall recuse themselves from that round of applications review and scoring meeting. No committee members may write an application for funding from the Opioid Committee.

Meeting Schedules: Applications will be received at any time, however they will be reviewed on a quarterly basis. Members who apply should plan to meet quarterly to discuss any applications. If no new applications are received, no meeting will occur. If funding is not available for any round, no consideration of applications will occur and the applicants will be notified that funding is not available.

Franklin County Opioid Settlement Application for Funding

Franklin County • 140 Main St Suite 3 • Farmington, ME 04938 • 207-778-6614

Date: _____

See Appendix A, Exhibit E

Name of applying individual, business, or organization: _____

Please check which type of organization is applying for funds:

Private enterprise/Person 501(c)(3) nonprofit organization

Community organization Fiscal sponsor: _____

Government entity Please specify: _____

This project is being pursued by:

For a single business or organization name a collaboration including:

A one-line description of your project: _____

Dollar amount requested: _____ Total project budget: _____

Please indicate which Opioid Settlement approved categories your project will address:

☐

Prevention

☐

Harm Reduction

☐

Treatment

☐

Recovery

What substance is your project targeting?

☐

Alcohol

☐

Cannabis

☐

Opioids

☐

Prescription Drugs

Application directions:

- Fill out the application form completely, including this page.
- Do not send any materials under separate cover.
- Email in PDF format your application and narrative materials to abernard@franklincountymaine.gov
- Narrative sections typed separately should be in a non-script, non-italic type of no smaller than 11 points.
- Registered nonprofit organizations should include a copy of their IRS determination letter.
- Organizations needing a fiscal sponsor to handle funds should include a letter from that sponsor documenting its identity and willingness to accept Franklin County Opioid Settlement funds for the project.
- Please see the checklist at the end of this application to be sure you have included all required information and attachments.
- All applications should include a cover letter signed by the leader of the business or organization.

Please provide the following information.

I. Applicant Information

Legal name of organization: _____

Mailing address: _____

Physical address: _____

Telephone: _____ Mobile: _____

Email: _____

Website: _____

Number of years business/agency in existence: _____

Number of paid staff (note FT, PT, and/or Seasonal): _____

Number of volunteers: _____

Federal Tax I.D. or EIN: _____

President or Executive Director: _____

Telephone: _____ Email: _____

Board president (if applicable): _____

Amount requested from Franklin County Opioid Settlement Funds for this project: _____

Total project budget: _____

A 200-word (maximum) description of your project (you may add a one-page typed description of your project to this application if you wish, but please indicate it in the box below):

--

III. Financial Information

Fiscal year start and end dates: From _____ to _____

Revenues and Expenses for Enterprises Currently in Business

Revenue

Income from sale of goods & services	\$
Grants and donations:	
Individuals & businesses	\$
Foundations	\$
Government funding	\$
Personal funds	\$
Interest income	\$
Other (please list):	\$
TOTAL REVENUE	\$

Expenses

Administration	\$
Labor	\$
Supplies	\$
Equipment	\$
Fundraising costs	\$
Other (please specify):	\$
TOTAL EXPENSES	\$

NET (REVENUE - EXPENSES)

\$ _____

If any shortfalls occurred, please explain how they were financed:

IV. Project budget

Please attach a detailed budget for your proposed project, including startup costs, operating costs, estimated payroll, equipment, and supplies, and so on.

Also include anticipated sources of revenue for the project, including donations, earned income, and/or fees for services.

V. Sustainability plan

All projects funded must have a detailed description of how they will be sustainable without future Opioid Settlement funding. Franklin County Opioid Settlement funding is intended to provide proven opioid-related treatment programs to include, prevention and recovery services through the Opioid Settlement funds received through the Class Action Lawsuit. See Exhibit E.

VI. Barriers to Success

Please indicate the greatest impediments to the success of your proposed project and plans to address them. The applicant should spend some time to focus on any issues that may cause the project to fail and describe any thoughts in how to avoid the issues.

VII. Project Narrative

You may use the spaces below each major section, or you may include a separate page. Please do not exceed one typed page (minimum 11-point type) for each section. When the committee reviews this section, they should be able to know, in detail, what will occur as a result of approving this project.

History of your company or organization (founding date, mission, region, and population served, top products or services, etc.), Please include this information below or in the project narrative so the committee can attain what your company or organization has done for other projects, if any:

Overview of the project for which you seek funding -1. overall goal; 2. how this project will strengthen your organization; 3. up to three measurable outcomes that will help achieve your goal; 4. specific activities required to complete the project (Specific measurable goals must be clearly delineated):


Who will be served by this project?

Town(s): _____

The age range of those served: _____

Approximate number: _____

Plan for evaluating the success of this project:



VIII. Signatures - Must be original, not photocopied.

Signature of president, chief executive officer, or board president (nonprofits)

Date _____

Print name

Title

Fiscal sponsor (if applicable):

Signature of officer of fiscal sponsor organization

Date _____

Print name

Title

Application Checklist

Please be sure you have included or completed the following items before submitting your application:

- ☐ Complete contact information
- ☐ For nonprofits, a copy of your IRS determination letter
- ☐ All sections completed on this form or, if typed on a separate sheet, so noted in the correct areas on the form (*"Please see attachment A,"* etc.) and appropriately titled on the separate sheet
- ☐ A project budget as noted in Section IV
- ☐ A cover letter from the leader of your organization
- ☐ If you have a fiscal sponsor, a letter from that sponsor as indicated under "Directions" on the first page of this application.
- ☐ Up to three letters of support (recommended)
- ☐ Original signatures on the application
- ☐ Remove and retain the Appendix of this application before submittal.

Appendix A: Guidelines and Considerations for Franklin County Opioid Settlement Funding Applications

Note: *The following appendix is for informational purposes. You do not need to return the appendix with your application.*

-For questions and/or assistance preparing an application, contact the Administrator via email abernard@franklincountymaine.gov.

The Franklin County Opioid Settlement Program has specific limitations regarding who may apply and what projects and costs are eligible for funding assistance. It is important to understand these guidelines prior to applying. See below for details.

Public Program:

The Commissioners of Franklin County are entrusted by its citizens to be responsible stewards of the Opioid Settlement program funds. Accountability and transparency are held in the highest regard. As such:

- Applicants must be willing to make public all matters and materials provided as part of an Opioid grant. Information relating to project design and implementation including perhaps competitive advantages, personal and business financial and tax data, is all subject to public review.
- The county will, under special and limited circumstances, take appropriate steps to protect personal and/or proprietary information relating to Opioid Settlement projects.

Eligibility to Apply:

Key considerations for Opioid Settlement grant award determinations include:

Project Location

- The proposed activity must take place within Franklin County

Opportunity for economic impact

- Projects intended to create and/or retain jobs in the county are more likely to receive support through this program.

Sustainability

- Opioid Settlement grant funds are not intended to be utilized as a long-term subsidy. Applicants need to show a plan and trends towards becoming self-supporting.

Special considerations for large-scale investment and/or job creation:

In keeping with the original intent of this program, project proposals that offer substantial capital investment and/or the strong potential for significant job creation within Franklin County **may** be eligible for additional support through this program. These exceptional cases may be considered from time to time on an individual basis, but potential applicants must contact the Opioid Administrator to discuss prior to applying. Awards and funding levels will be at the sole discretion of the County Commissioners.

Grantee Obligations:

Successful applicants are not required to accept grant funds awarded to them. The county allows applicants up to three months from the time of notice of award to accept that award. If the award is not accepted within that timeframe, the application and award notice will be considered void. Those who do choose to accept a grant award will be required to first agree to specific terms outlined in a grant contract with the county. Each grant contract is unique to the project funded, but several requirements are inclusive to all grant contracts. Please consider the following:

GRANT PERIOD.

The grant period for all Opioid Settlement grants will be no less than one year from the time of receipt of an award.

REPORTING.

All grantees will be required to maintain regular communication with the county. Grantees are typically required to submit progress reports and verification of expenditures halfway through (6 months) the grant period. The Opioid Administrator will work closely with grantees to ensure this occurs.

VERIFICATION OF EMPLOYMENT.

Grantees will be required to provide evidence of the creation and/or retention of any jobs proposed in the grant application materials. This should include details about the type of job, the frequency and duration (part-time, full-time, long-term, temporary, seasonal), and wage levels or compensation package.

DEFAULT AND REPAYMENT.

Grantees who do not meet the requirements outlined in the grant contract will be required to repay all or a portion of the funds awarded to them. Each case will be considered on an individual basis, however: Upon the sale, transfer, or dissolution of a grant project prior to the end date of the grant period, the grantee will be held liable for up to the full amount of their initial award amount.

The final determination for distribution of any funds through the Franklin County Opioid Settlement Grant Program will be at the discretion of the County Commissioners.

Franklin County Opioid Planning Grant

Prepared by LeeAnna Lavoie and Lorri Brown

Revised 6/12/24

Funding supported by the Maine Recovery Council – State of Maine Opioid Settlement Funds

- Estimated funding allocation: \$400,000 for project period
- Project Period: September 2024 through March 2026

Project Goals

Goal 1: 5- Year Strategic Plan

Develop 5-year strategic plan for Prevention, Harm Reduction, Treatment and Recovery, that includes how to best utilize opioid settlement funding dollars to have the biggest impact in each of the pillars.

Perform an environmental scan and needs assessment to identify assets and gaps in care for prevention, harm reduction, treatment, and recovery services.

Justification: By identifying existing assets and gaps in care, we can tailor interventions to address specific community needs. This approach ensures that resources are allocated efficiently, and services are not duplicated. It also helps to identify communities with the greatest need, allowing for targeted and impactful interventions.

- Strategy 1.1:
 - Perform an environmental scan to identify existing assets and gaps in care for prevention, harm reduction, treatment, and recovery services.
 - Collect data from local health providers, community organizations, and social service organizations.
- Strategy 1.2:
 - Conduct a needs assessment to evaluate community readiness and capacity to implement services not currently being addressed.
 - Utilize surveys, focus groups, and interviews with stakeholders.

Data coordination and analysis will be conducted by University of Southern Maine. HCC has worked with USM on several community health initiatives in the past including a federal Rural Overdose Response Program grant and a Rural Health Network Planning grant. As part of their scope of work USM will help identify, organize analyze project data

and provide comprehensive reports at the mid-point and end of the project. They will also facilitate interviews and focus groups as part of data collection.

Goal 2: Community Engagement & Sustainability-

Identify and engage partners to address service gaps and develop a sustainability plan for new services.

Justification: By identifying and engaging partners, we can leverage existing resources and expertise to fill identified gaps in services. This collaborative effort enhances the capacity to address OUD more effectively and sustainably. Developing a cost analysis and sustainability plan ensures that new services are financially viable and can be maintained over the long term. Utilizing local and state opioid settlement funds provides a secure funding source, enabling the continuous provision of critical services.

- Strategy 2.1:
 - Map existing services and identify potential partners who can address identified gaps.
 - Host stakeholder meetings to discuss collaborative opportunities and resource sharing.
- Strategy 2.2:
 - Develop a cost analysis and sustainability plan for proposed new services and programs.
 - Explore funding sources, including local and state opioid settlement funds.
- Strategy 2.3:
 - Facilitate collaboration opportunities between Franklin County Commissioner's, the Franklin County Opioid Settlement Committee, the Maine Recovery Council, and key community partners to help maximize the impact of settlement funds and build sustainability.

Goal 3: Workforce Readiness-

Assess workforce readiness and create a development plan to ensure the delivery of comprehensive OUD services.

Justification: A well-trained and adequately staffed workforce is essential for delivering high-quality OUD services. Assessing workforce readiness allows us to identify gaps in skills and knowledge, ensuring that staff are equipped to meet the complex needs of individuals with OUD. Workforce development initiatives, including training and professional development, enhance the competency of service providers, leading to better

care outcomes. Partnering with educational institutions to create specialized training programs ensures a pipeline of qualified professionals.

- Strategy 3.1:
 - Evaluate the current workforce's ability to deliver comprehensive OUD services, including prevention, harm reduction, treatment, and recovery.
 - Identify training needs and opportunities for professional development within existing workforce / services
- Strategy 3.2:
 - Create a workforce development plan to ensure sufficient staffing and expertise for new and existing services.
 - Partner with educational institutions to develop training programs.

Goal 4: Family Centered Treatment & Recovery-

Develop and implement family-centered treatment and recovery plans.

Justification: Addressing OUD requires a holistic approach that considers the needs of the entire family. Family-centered treatment plans help to create a supportive environment for individuals in recovery, addressing underlying issues and promoting long-term success. Establishing clear pathways for social support and reintegration aids individuals in transitioning back into the community, reducing the risk of relapse. Coordinating with social services, housing providers, and employment programs ensures a comprehensive support system, facilitating sustainable recovery.

- Strategy 4.1:
 - Develop family-centered treatment and recovery plans that address the needs of the whole family.
 - Integrate family therapy and support services into existing programs.
- Strategy 4.2:
 - Establish clear pathways for social support and reintegration for individuals post-treatment.
 - Coordinate with social services, housing providers, and employment programs to address the social drivers of health for families impacted by substance use disorder.

Goal 5: Community Education & Resources-

Implement educational campaigns to reduce stigma in the community and create a comprehensive directory of OUD services.

Justification: Reducing stigma associated with OUD is vital for encouraging individuals to seek help and for fostering a supportive community environment. Educational campaigns that promote the understanding of addiction as a medical condition can change public perceptions and reduce discrimination. Engaging employers and community leaders in these efforts ensures widespread dissemination of accurate information, fostering a more inclusive and supportive community. Creating a comprehensive directory of MOUD, counseling, and other support services ensures that individuals and service providers have access to essential resources.

- Strategy 5.1:
 - Implement educational campaigns to reduce stigma associated with OUD and promote the understanding of addiction as a medical condition.
 - Engage employers and community leaders in these efforts.
- Strategy 5.2:
 - Develop a comprehensive directory of all Medication for Opioid Use Disorder (MOUD), counseling, and other support services.
 - Ensure this directory is accessible to both service providers and the community.
 - Utilize existing resources and information within 211 and FindHelp to help create the directory.

Jamie Sullivan

From: Derek Racine <Derek.Racine@Bangor.com>
Sent: Wednesday, June 5, 2024 3:28 PM
To: 'Marc Roy'
Cc: Tiffany Baker; Jamie Sullivan; Brenda Bitle
Subject: RE: Closing Accounts - Franklin County
Attachments: CIP_Individual.pdf

Good afternoon, Marc,

Thank you for the phone call today to verify the legitimacy of your request. As we discussed, I will have the support team close all ICS Money Market accounts and any earned interest will be transferred to the operating account ending 3766.

As for getting Jamie on the accounts, typically with a municipality we require meeting minutes showing that she has been voted and approved to be added. We recommend that in the meeting minutes it includes to which powers. If it is full powers that is noted. Once we have those, we can add her, if she is in our system. To verify this, please have the attached form with her information and have it notarized. Make sure her ID information is included. Please let me know if you have any questions.

Best Regards,

Derek Racine
Corporate Services Officer

Bangor Savings Bank
5 Senator Way | Augusta, ME 04330
o: 207.248.4215 | c: 207.577.0679
Fax: 207.879.0474
Email: Derek.Racine@Bangor.com

Corporate Services Support Team | Tel: 1.888.276.8723 | Email: CorporateServicesSupport@bangor.com

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Savings Bank

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NMLS# 449200

BANGOR SAVINGS BANK
CUSTOMER IDENTIFICATION POLICY (CIP) FORM FOR INDIVIDUALS

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or is added to an existing one.

What this means to you: When you open an account, have your name added to an existing one or are an authorized signer on a business account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see one or more identifying documents.

Acknowledge:

As either an owner on a new account, an additional owner on an existing account, or as an authorized signer on behalf of a business account, I acknowledge reviewing the above notification and certify that all information provided is valid and the identification documents presented by me represent my true identity. I understand that by signing this document, Bangor Savings Bank may obtain information from consumer reporting agencies regarding my identity and, if applicable and reasonably necessary, information regarding my credit history and/or other banking history. I further understand that if any of the information obtained by Bangor Savings Bank results in a decision either to disallow my signing authority on the account or to disallow opening the account, Bangor Savings Bank will communicate this fact to the owners and/or authorized signers on the (proposed) account. I further authorize Bangor Savings Bank to obtain such information at any time from one or more consumer reporting agencies that it may choose as long as I am an authorized signer on the account.

NOTE: If you cannot complete this form in the presence of a Bangor Savings Bank employee, then a Notary Public must verify your identification, document it in the Required Documentation section and complete the specific Notary Attestation box.

Signature _____ Date: _____

Name _____ SSN _____ Phone _____

Mother's Maiden Name _____ E-mail _____

Employer _____ Occupation _____

Date of Birth _____ Sex: Male Female Not Specified Non-Binary

Mailing Address _____

Physical Address (if different than Mailing) _____

Are you a Politically Exposed Person of Interest (PEP)? Yes No

Do you have a direct or significant relationship regarding the sale, distribution or cultivation of medical marijuana or do you provide a space used for any of these activities? Yes No

For Business Accounts and Loans Accounts Only

Business Name _____ City _____ State _____

Check all that apply: ☐ Authorized Signer ☐ Guarantor ☐ Control Prong* ☐ Beneficial Owner** If yes, % of Ownership _____

☐ Trustee ☐ Personal Representative

*A Control Prong is someone who has direct impact on day to day business such as a CEO, CFO, Treasurer, etc.

**A Beneficial Owner is someone who owns 25% or more of a business entity.

REQUIRED DOCUMENTATION for INDIVIDUALS

	Identification #	Date Issued	Exp. Date (must be valid)	Issued By
Driver's License <u>or</u>				
State Issued Identification <u>or</u>				
Military ID <u>or</u>				
Passport				

If unable to obtain the above ID, TWO following may be presented:

SSN Card, Birth Certificate, Medical Insurance Card, Address Verification - (must be within the last 3 months and list street address)

NOTARY ATTESTATION: I have reviewed the original, un-expired identification document(s) and believe it reasonably establishes the true identity of the individual named.

County of _____ Date: _____

State of _____ Notary Public Signature _____

My Commission Expires: _____ Notary Public Printed Name: _____

LOAN SETTLEMENT ATTORNEY / LOAN CLOSING AGENT: I have reviewed the original, un-expired identification document(s) and believe it reasonably establishes the true identity of the individual named.

Printed Name: _____ Signature: _____ Date: _____

BANGOR SAVINGS BANK

CUSTOMER IDENTIFICATION POLICY (CIP) FORM FOR INDIVIDUALS

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or is added to an existing one.

What this means to you: When you open an account, have your name added to an existing one or are an authorized signer on a business account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see one or more identifying documents.

I acknowledge:

As either an owner on a new account, an additional owner on an existing account, or as an authorized signer on behalf of a business account, I acknowledge reviewing the above notification and certify that all information provided is valid and the identification documents presented by me represent my true identity. I understand that by signing this document, Bangor Savings Bank may obtain information from consumer reporting agencies regarding my identity and, if applicable and reasonably necessary, information regarding my credit history and/or other banking history. I further understand that if any of the information obtained by Bangor Savings Bank results in a decision either to disallow my signing authority on the account or to disallow opening the account, Bangor Savings Bank will communicate this fact to the owners and/or authorized signers on the (proposed) account. I further authorize Bangor Savings Bank to obtain such information at any time from one or more consumer reporting agencies that it may choose as long as I am an authorized signer on the account.

NOTE: If you cannot complete this form in the presence of a Bangor Savings Bank employee, then a Notary Public must verify your identification, document it in the Required Documentation section and complete the specific Notary Attestation box.

Signature _____ Date: _____

Name _____ SSN _____ Phone _____

Mother's Maiden Name _____ E-mail _____

Employer _____ Occupation _____

Date of Birth _____ Sex: Male Female Not Specified Non-Binary

Mailing Address _____

Physical Address (if different than Mailing) _____

Are you a Politically Exposed Person of Interest (PEP)? Yes No

Do you have a direct or significant relationship regarding the sale, distribution or cultivation of medical marijuana or do you provide a space used for any of these activities? Yes No

For Business Accounts and Loans Accounts Only

Business Name _____ City _____ State _____

Check all that apply: ☐ Authorized Signer ☐ Guarantor ☐ Control Prong* ☐ Beneficial Owner** If yes, % of Ownership _____
☐ Trustee ☐ Personal Representative

*A Control Prong is someone who has direct impact on day to day business such as a CEO, CFO, Treasurer, etc.

**A Beneficial Owner is someone who owns 25% or more of a business entity.

REQUIRED DOCUMENTATION for INDIVIDUALS

	Identification #	Date Issued	Exp. Date (must be valid)	Issued By
Driver's License <u>or</u>				
State Issued Identification <u>or</u>				
Military ID <u>or</u>				
Passport				

If unable to obtain the above ID, TWO following may be presented:

SSN Card, Birth Certificate, Medical Insurance Card, Address Verification - (must be within the last 3 months and list street address)

NOTARY ATTESTATION: I have reviewed the original, un-expired identification document(s) and believe it reasonably establishes the true identity of the individual named.

County of _____ Date: _____
 State of _____ Notary Public Signature _____
 My Commission Expires: _____ Notary Public Printed Name: _____

LOAN SETTLEMENT ATTORNEY / LOAN CLOSING AGENT: I have reviewed the original, un-expired identification document(s) and believe it reasonably establishes the true identity of the individual named.

Printed Name: _____ Signature: _____ Date: _____

Disbursement Policy

Purpose. This policy allows designated County officers (Commissioners), acting on behalf of the full board of County officers, to review, approve, and sign the County Treasurer's disbursement warrants, for wages, retirement submissions, and state warrants.

This policy is in addition to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of County officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits.

Delegation of authority. The following authority is granted with respect to the Treasurer's disbursement warrants **for County employee wages, retirement submissions, WEX payments, and all credit card payments (to avoid late charges), and Health Trust Payments warrants only:**

Current County officers. The County officers in office at the time of execution of this policy are: **Terry Brann, Lance Harvell, Robert Carlton.**

Any one of the County officers named above may review, approve, and sign such warrants.

Effective date. This policy becomes effective on the date indicated below. **Copies.** The Chair of the County officers will furnish copies of this policy to the County Clerk and to the County Treasurer. If the Clerk and the Treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

Lapse. This policy lapses one year after its effective date, if not sooner amended or canceled.

Renewal. This policy may be renewed at any time before its lapse. Thereafter, it may be readopted at any time. Any renewal is valid for one year from its effective date unless a sooner date of expiration is specified.

Reminder. If the County Treasurer is an elected official, the Treasurer is requested to provide such an annual reminder.

Original. The Chair of the County officers will maintain the original policy on file unless the County Clerk is an appointed official, in which case the County Administrator/Clerk shall maintain it on file if requested to do so by the Chair.

Adopted on: July 25, 2023

COUNTY OFFICERS:

Renewed on: _____

Attested: County Clerk, Amy L. Bernard

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 16th day of June, 2024 by and between the [INHABITANTS OF THE] TOWN OF EUSTIS, a municipality organized and existing under the laws of the State of Maine and FRANKLIN COUNTY (the "County"), a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **Coburn Gore**.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Coburn Gore, consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression, and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:

- a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
- b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
- c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.
- d. When in the opinion of the Town's officer in charge, the performance of the

Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.

- c. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Coburn Gore that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$55,500.00** each calendar year. This payment shall be made in four (4) equal installments, of **\$13,875.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the

performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to

the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY:

Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN:

Town of Eustis
PO Box 350
Stratton, ME 04982

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

EUSTIS:

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2024, by and between the **[INHABITANTS OF THE] TOWN OF KINGFIELD**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY** a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known **Freeman Ridge (Freeman, Foster Hill)**

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Freeman Ridge (Freeman, Foster Hill) consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:
 - a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
 - b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
 - c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.

- d. When in the opinion of the Town's officer in charge, the performance of the Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.
- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Freeman Ridge (Freeman, Foster Hill) that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$12,000.00** each calendar year. This payment shall be made in four (4) equal installments of **\$3,000.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance

with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget

Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY: Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN: Town of Kingfield
38 School Street
Kingfield ME 04947

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Kingfield:

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made 21st day of June, 2024, by and between the **[INHABITANTS OF THE] TOWN OF KINGFIELD**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY** a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known **Salem**.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Salem consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein. The boundaries for service include coverage of the area to the Salem Bridge, and all mutual aid towns will respond to Mt. Abram High School.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression, and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:
 - a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
 - b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise engaged in rescue or lifesaving, the dispatcher shall immediately notify the available ranking officer, who shall decide what force, if any, can be sent to answer a such call; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
 - c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities

as when acting within the Town.

- d. When in the opinion of the Town's officer in charge, the performance of the Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.
- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Salem that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$20,000.00** calendar year. This payment shall be made in four (4) equal instalments of **\$5,000.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to

trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the

County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY: Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN: Town of Kingfield
38 School Street
Kingfield ME 04947

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Kingfield:

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2023, by and between the **INHABITANTS OF THE TOWN OF PHILLIPS**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY** a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **Madrid**.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Madrid consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:

- a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
- b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
- c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.
- d. When in the opinion of the Town's officer in charge, the performance of the

Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.

- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Madrid that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$27,300.00** each calendar year. This payment shall be made in four (4) equal installments of **\$6,825.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the

performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to

the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY:

Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN:

Town of Phillips
124 Main Street
Phillips ME 04966

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Phillips

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made 21st day of June, 2024, by and between the **INHABITANTS OF THE TOWN OF PHILLIPS**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY** a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **Salem**.

W I T N E S S E T H

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Salem consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein. The boundaries for service include coverage from the Phillips to Salem Township line to the Mt. Abram High School

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:
 - a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
 - b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
 - c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.

- d. When in the opinion of the Town's officer in charge, the performance of the Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.
- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Salem that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$20,000.00** each calendar year. This payment shall be made in four (4) equal installments of **\$5,000.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. Notwithstanding the foregoing, the County shall reimburse the Town for any damage

caused to the Town's equipment occasioned by the performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the

event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY: Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN: Town of Phillips
124 main Street
Phillips ME 04966

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Phillips

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2024, by and between the **[INHABITANTS OF THE] TOWN OF RANGELEY**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY** a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **Davis Township, Stetson, Seven Ponds, Letter D, Letter E, Reddington and Langtown (part)**.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for c **Davis Township, Stetson, Seven Ponds, Letter D, Letter E, Reddington and Langtown (part)** consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:
 - a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
 - b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
 - c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.

- d. When in the opinion of the Town's officer in charge, the performance of the Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.
- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within **Davis Township, Stetson, Seven Ponds, Letter D, Letter E, Reddington and Langtown (part)** that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$38,574.78** each calendar year. This payment shall be made in four (4) equal installments of **\$9,643.70** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance

with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event

an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY:

Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN:

Town of Rangeley
15 School Street
Rangeley, ME 04970-4132

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

RANGELEY:

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2024, by and between the **INHABITANTS OF THE TOWN OF STRONG**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY**, a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **Salem**.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Salem consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein. The boundaries for service begin at the Salem/Freeman town line and extend to the intersection of Baker Hill Road and Route 142.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:
 - a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
 - b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
 - c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities

as when acting within the Town.

- d. When in the opinion of the Town's officer in charge, the performance of the Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.
- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Salem that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$6,800.00** each calendar year. This payment shall be made in four (4) equal instalments of **\$1,700.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to

trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the

County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY: Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN: Town of Strong
PO Box 263
Strong, ME 04983

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Strong:

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2024, by and between the **INHABITANTS OF THE TOWN OF STRONG**, a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY**, a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **West Freeman**.

W I T N E S S E T H

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for West Freeman consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:
 - a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
 - b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
 - c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.

- d. When in the opinion of the Town's officer in charge, the performance of the Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.
- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within West Freeman that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$24,570.00** each calendar year. This payment shall be made in four (4) equal installments of **\$6,142.50** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance

with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget

Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY: Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN: Town of Strong
PO Box 263
Strong, ME 04983

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Strong:

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2023, by and between the [INHABITANTS OF THE] TOWN OF WELD municipality organized and existing under the laws of the State of Maine and FRANKLIN COUNTY, a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as Perkins.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Perkins, consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:

- a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
- b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
- c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.
- d. When in the opinion of the Town's officer in charge, the performance of the

Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.

- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Perkins that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$5,716.00** each calendar year. This payment shall be made in four (4) equal installments of **\$1,429.00** payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the

performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to

the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY:

Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN:

Town of Weld
PO Box 87
Weld, ME 04285

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

WELD

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

This Mutual Aid Agreement for Fire Protection (the "Agreement"), is made this 21st day of June, 2024, by and between the **[INHABITANTS OF THE] TOWN OF WILTON** a municipality organized and existing under the laws of the State of Maine and **FRANKLIN COUNTY** a governmental entity organized and existing under the laws of the State of Maine, whose County Commissioners are acting in their capacity as the municipal officers of a portion of the Unorganized Territory more commonly known as **Washington Township**.

WITNESSETH

WHEREAS, pursuant to 30-A M.R.S. § 7501, the County's Commissioners may contract for the provision of fire protection for all unorganized territories located in Franklin County; and

WHEREAS, the County's Commissioners wish to contract with the Town to provide fire protection services for Washington Township, consistent with 30-A M.R.S. § 3156, and subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided. The Town agrees to provide the County with all necessary and proper fire protection, suppression and related services that the Town would otherwise provide within its own municipal boundaries, with the sole exception of forest fire fighting services (the "Services"), subject to the following procedures:

- a. When the Town's fire department is not preparing to attend or is otherwise attending to a fire, or engaging in rescue or other life-saving activities, the dispatcher shall immediately notify their superior and dispatch such force to respond to such call as they may deem necessary and proper under the circumstances, but in no case leaving the Town without sufficient fire protection.
- b. When the Town's fire department is preparing to attend or otherwise attending to a fire, or otherwise 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; they shall issue such orders accordingly. The dispatcher answering the call for aid shall then inform any County officials of the action taken.
- c. A force sent by the Town to aid and assist in providing services within the Unorganized Territory shall remain at all times under the order and control of the Town's fire department; provided, however, that while performing the Services within the Unorganized Territory, such firefighters shall be considered to be acting as agents of the County and shall have the same privileges and immunities as when acting within the Town.
- d. When in the opinion of the Town's officer in charge, the performance of the

Services is no longer needed at a particular scene, they shall order the Town's force to return to the station. The officer may, however, leave any equipment at the scene, as they deem advisable, for use by any personnel remaining on standby, if there is, in the officer's opinion, a danger of fire breaking out again.

- e. The ranking officer shall have the power to order the return of a force to the Town at any time when in their opinion, the services of, or the presence of, such forces is required within the Town.
- f. The Town shall provide the County with a written report on a monthly basis, detailing each incident within Washington Township that the Town's fire department responded to.

2. Compensation. In exchange for the performance of the Services, the County shall remit to the Town the amount of **\$3,220.00** each calendar year. This payment shall be made in four (4) equal installments of **\$805.00**, payable on or before July 31, October 31, January 31, and April 30 of each calendar year. The parties shall annually review this compensation to determine its sufficiency; provided, however, that said compensation may only be adjusted upon written agreement signed by the Town's municipal officers and the County Commissioners.

3. Insurance. The Town shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **General Liability Insurance and Automobile Insurance**, each in an amount of not less than \$400,000, or such other limit of liability established under the Maine Tort Claims Act, 14 M.R.S. § 8105, as may be amended from time to time; and
- b. **Workers' Compensation Insurance**, in the amounts required by Maine law.

All insurance policies shall name the County and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Town may instead provide a written waiver of subrogation rights against the County. Prior to the commencement of the Town's performance of the Services, the Town shall deliver satisfactory certificates of insurance to the County. The Town must also provide written notice to the County at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the County immediately.

4. Equipment. Consistent with the requirements and standards contained 26 M.R.S. § 2103, 30-A M.R.S. § 3153(2)(C), and the standards and requirements promulgated by the National Fire Protection Association, all as may be amended from time to time, the Town shall be responsible for providing and properly maintaining all equipment, including but not limited to trucks, ladders, hoses, and fire protection clothing, necessary for the proper performance of the Services. The Town agrees to allow the County to inspect said equipment to ensure compliance with applicable law and regulation upon request. Notwithstanding the foregoing, the County shall reimburse the Town for any damage caused to the Town's equipment occasioned by the

performance of Services contemplated by this Agreement.

5. Training of Fire Department Personnel. Consistent with 26 M.R.S. § 2102, the Town shall ensure that all fire department personnel providing Services under this Agreement have received all necessary training and education in, among other things: (i) the proper use of protective equipment, (ii) how to prevent occupational accidents, deaths, injuries, and illnesses, (iii) the safe handling and use of hazardous substances, (iv) the care, use, inspection, maintenance, and limitations of protective equipment, and (v) all other information commensurate with the duties that each member of the fire department expected to perform. The Town agrees to maintain sufficient records documenting each fire department member's completion of all required training and education, which shall be provided to the County for inspection upon request.

6. Term; Termination. This Agreement shall be effective upon the date indicated above and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall automatically renew on the anniversary date for subsequent terms of one (1) year (the "Renewal Term(s)"), until otherwise terminated. Either party may terminate this Agreement, with or without cause, upon 90 days' advance written notice to the other party.

7. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall first be submitted to mediation prior to either party initiating litigation. Should such mediation fail to produce a mutually-agreeable resolution of the dispute, the parties agree that such claims may be submitted to and decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to any choice of law principles.

8. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably reflect the intent of the parties.

9. Amendment. This Agreement may not be changed or amended except in a writing approved and signed by a majority vote of the Town's municipal officers and the County Commissioners.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

11. Non-Appropriation. Notwithstanding any other provision of this Agreement, the parties agree and understand that, pursuant to 30-A M.R.S. § 871, as may be amended from time to time, any amounts required to be paid by the County under this Agreement are payable by the County from appropriations included in a budget reviewed by the Franklin County Budget Advisory Committee and approved by a majority vote of the County Commissioners. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the County Commissioners upon fourteen (14) days' notice to

the County, without any further obligation to the County. In such event, the County shall certify that sufficient funds have not been made available to the County to meet the obligations under this Agreement, and such certification shall be conclusive upon the parties.

12. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

13. Notices. Any notice, demand, request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Either party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO COUNTY: Amy Bernard, County Administrator
Franklin County, Maine
140 Main Street, Suite 3
Farmington, ME 04938

TO TOWN: Town of Wilton
158 Weld Rd.
Wilton, ME 04294

[Space Left Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

WILTON

FRANKLIN COUNTY:

Select Board Member

Terry Brann, its Commissioner

Select Board Member

Lance Harvell, its Commissioner

Select Board Member

Bob Carlton, its Commissioner

SOLID WASTE INTERLOCAL COOPERATION

Townships Covered:

Coburn Gore

The Franklin County Commissioners acting in their capacity as Municipal Officers for the Township(s) of Coburn Gore hereinafter referred to as the "County," in accordance with the vote of said County Commissioners at a regular meeting held on June 21, 2024, enter into an agreement with the Municipality of **Eustis** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to Title 30 A, M.R.S.A., Section 2203:

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

4. Enumeration for this agreement has been calculated at **\$75,000.00** payable quarterly.
5. The County agrees to pay the Municipality **\$75,000.00** for said services. It is further agreed that payment to the Municipality shall be as follows:
\$18,750.00 on or before July 31, 2024
\$18,750.00 on or before October 31, 2024
\$18,750.00 on or before January 31, 2025
\$18,750.00 on or before April 30, 2025
6. This agreement shall be in effect for one year from **July 1, 2024 to June 30, 2025**. 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.

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

MUNICIPAL OFFICIALS

COUNTY COMMISSIONERS

SOLID WASTE INTERLOCAL COOPERATION

Townships Covered:

Salem Township & Freeman Township

The Franklin County Commissioners acting in their capacity as Municipal Officers for the Township of Salem, hereinafter referred to as the "County," in accordance with the vote of said County Commissioners at a regular meeting held on June 21, 2024, enter into an agreement with the Municipality of **Kingfield** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to Title 30A, M.R.S.A., Section 2203:

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

4. Enumeration for this agreement has been calculated at **\$75,000.00**, payable quarterly.
5. The County agrees to pay the Municipality **\$75,000.00** for said services. It is further agreed that payment to the Municipality shall be as follows:
\$18,750.00 on or before July 31, 2024
\$18,750.00 on or before October 31, 2024
\$18,750.00 on or before January 31, 2025
\$18,750.00 on or before April 30, 2025
6. This agreement shall be in effect for one year from **July 1, 2024 to June 30, 2025**. 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.

IN WITNESS WHEREOF, the parties have executed this contract each of which will be deemed an original on the ____ day of _____ A.D. _____.

MUNICIPAL OFFICIALS

COUNTY COMMISSIONERS

SOLID WASTE INTERLOCAL COOPERATION

Townships Covered:

Davis Township, Stetson, Seven Ponds, Letter D, Letter E, Reddington, and Langtown (part)

The Franklin County Commissioners acting in their capacity as Municipal Officers for the Township(s) of Northern Franklin County hereinafter referred to as the "County," in accordance with the vote of said County Commissioners at a regular meeting held on June 21, 2024, enter into an agreement with the Municipality of **Rangeley** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to Title 30A, M.R.S.A., Section 2203:

1. The Municipality agrees to provide a solid waste disposal site to the above-mentioned-15496.27/4
2. Townships.
2. The Municipality agrees to provide the residents:
 - A. Notice of the hours of operations.
 - B. Access stickers for each household (if utilized).
 - C. Municipal solid waste rules and regulations.
3. The County and the Municipality have mutually agreed to the compensation, as specified in paragraph 4, which shall be paid by the County for solid waste disposal privileges. In reaching this agreement, both parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable based on the prorated share of actual costs.
 - B. Non-residents (seasonal places) have been treated as one quarter (1/4) residency.
 - C. Commercial/Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the unorganized territories, and therefore, have not been included.
4. Enumeration for this agreement has been calculated at **\$28,429.46** payable quarterly.

5. The County agrees to pay the Municipality **\$28,429.46** for said services. It is further agreed that payment to the Municipality shall be as follows:

\$7,107.37 on or before July 31, 2024

\$7,107.37 on or before October 31, 2024

\$7,107.37 on or before January 31, 2025

\$7,107.37 on or before April 30, 2025

6. This agreement shall be in effect for one year from **July 1, 2024 to June 30, 2025**. 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.

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

MUNICIPAL OFFICIALS

COUNTY COMMISSIONERS

SOLID WASTE INTERLOCAL COOPERATION

Townships Covered:

Madrid

The Franklin County Commissioners acting in their capacity as Municipal Officers for the Township(s) of Madrid hereinafter referred to as the "County," in accordance with the vote of said County Commissioners at a regular meeting held on June 21, 2024, enter into an agreement with the Municipality of **Phillips** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to Title 30A, M.R.S.A., Section 2203:

1. The Municipality agrees to provide a solid waste disposal site to the above-mentioned Townships.
2. The Municipality agrees to provide the residents:
 - A. Notice of the hours of operations.
 - B. Access stickers for each household (if utilized).
 - C. Municipal solid waste rules and regulations.
3. The County and the Municipality have mutually agreed to the compensation, as specified in paragraph 4, which shall be paid by the County for solid waste disposal privileges. In reaching this agreement, both parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable based on the prorated share of actual costs.
 - B. Non-residents (seasonal places) have been treated as one quarter (1/4) residency.
 - C. Commercial/Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the unorganized territories, and therefore, have not been included.
4. Enumeration for this agreement has been calculated at **\$32,825.00** payable quarterly.

5. The County agrees to pay to the Municipality **\$32,825.00** for said services. It is further agreed that payment to the Municipality shall be as follows:

\$8,206.25 on or before July 31, 2024

\$8,206.25 on or before October 31, 2024

\$8,206.25 on or before January 31, 2025

\$8,206.25 on or before April 30, 2025

6. This agreement shall be in effect for one year from **July 1, 2024 to June 30, 2025**. 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.

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

MUNICIPAL OFFICIALS

COUNTY COMMISSIONERS

SOLID WASTE INTERLOCAL COOPERATION

Townships Covered:

Washington and Perkins Township

The Franklin County Commissioners acting in their capacity as Municipal Officers for the Township(s) of Washington and Perkins hereinafter referred to as the "County," in accordance with the vote of said County Commissioners at a regular meeting held on June 21, 2024, enter into an agreement with the Municipality of **Weld** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to Title 30A, M.R.S.A., Section 2203:

1. The Municipality agrees to provide a solid waste disposal site to the above-mentioned Townships.
2. The Municipality agrees to provide the residents:
 - A. Notice of the hours of operations.
 - B. Access stickers for each household (if utilized).
 - C. Municipal solid waste rules and regulations.
3. The County and the Municipality have mutually agreed to the compensation, as specified in paragraph 4, which shall be paid by the County for solid waste disposal privileges. In reaching this agreement, both parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable based on the prorated share of actual costs.
 - B. Non-residents (seasonal places) have been treated as one quarter (1/4) residency.
 - C. Commercial/Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the unorganized territories, and therefore, have not been included.
4. Enumeration for this agreement has been calculated at **\$5,212.14** payable quarterly.

5. The County agrees to pay the Municipality **\$5,212.14** for said services. It is further agreed that payment to the Municipality shall be as follows:
- \$1,303.04 on or before July 31, 2024
 - \$1,303.04 on or before October 31, 2024
 - \$1,303.04 on or before January 31, 2025
 - \$1,303.04 on or before April 30, 2025
6. This agreement shall be in effect for one year from **July 1, 2024 to June 30, 2025**. 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.

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

MUNICIPAL OFFICIALS

COUNTY COMMISSIONERS

SOLID WASTE INTERLOCAL COOPERATION

Townships Covered:

Washington TWP

The Franklin County Commissioners acting in their capacity as Municipal Officers for the Township(s) of Washington / Perkins hereinafter referred to as the "County," in accordance with the vote of said County Commissioners at a regular meeting held on June 21, 2024, enter into an agreement with the Municipality of **Wilton** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, hereinafter referred to as the "Municipality" for solid waste disposal privileges to the residents of the above Townships hereinafter described and designated under the following terms and pursuant to Title 30A, M.R.S.A., Section 2203:

1. The Municipality agrees to provide a solid waste disposal site to the above-mentioned Townships.
2. The Municipality agrees to provide the residents:
 - A. Notice of the hours of operations.
 - B. Access stickers for each household (if utilized).
 - C. Municipal solid waste rules and regulations.
3. The County and the Municipality have mutually agreed to the compensation, as specified in paragraph 4, which shall be paid by the County for solid waste disposal privileges. In reaching this agreement, both parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable based on the prorated share of actual costs.
 - B. Non-residents (seasonal places) have been treated as one quarter (1/4) residency.
 - C. Commercial/Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the unorganized territories, and therefore, have not been included.
4. Enumeration for this agreement has been calculated at **\$5,222.56** payable quarterly.

5. The County agrees to pay the Municipality **\$5,222.56** for said services. It is further agreed that payment to the Municipality shall be as follows:

\$1,305.64 on or before July 31, 2024

\$1,305.64 on or before October 31, 2024

\$1,305.64 on or before January 31, 2025

\$1,305.64 on or before April 30, 2025

6. This agreement shall be in effect for one year from **July 1, 2024 to June 30, 2025**. 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.

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

MUNICIPAL OFFICIALS

COUNTY COMMISSIONERS

Franklin County Position Description

Position Title: Deputy Register of Probate

Department: Probate

FLSA Status: Nonexempt

Reports to: Register of Probate

Effective Date: 06/18/2024

Job Summary:

Under the general supervision of the Register of Probate, responsible for assisting with the general operation of the probate court within applicable codes, laws, and statutes.

Essential Job Functions:

- Responsible for the general liability of the Probate Court Office in Franklin County in the absence of the Register.
- Distributes and receives paperwork related to estates, guardianships, conservatorship, change of names, adoptions, special administrator, etc.
- Verifies all documents received for clarity and completeness before indexing, docketing, and filing cases.
- Types orders and various department-related documents.
- Receives and reviews incoming telephone calls and visitors; assists with questions, problems, or business of the users of the Probate Office; refers to supervisor for further action, when necessary.
- Processes passports which includes: taking pictures, reviewing applications, and forwarding for completion.

Other Duties and Responsibilities:

- Promotes and maintains responsive community relations.
- Maintains current knowledge of trends and practices in the field through peer association, attendance at seminars, study, and review of literature.
- Performs other related duties as required.

Required Knowledge/Skills/Abilities:

- *Ability to effectively interact with the public, Judge of Probate, members of the legal community, and private and public agencies.*
- *Ability to communicate legally required paperwork/documentation to a variety of audiences in a clear, comprehensive and professional manner.*
- *Ability to be sensitive to diverse personalities, lifestyles, and orientations.*
- *Knowledge of general office practices, procedures, and equipment.*
- *Possess strong organizational skills.*
- *Ability to maintain confidentiality of sensitive information.*
- *Ability to work independently, handle multiple tasks, and meet deadlines with a high degree of accuracy.*
- *Ability to communicate effectively both verbally and in writing; to establish positive public relations for the department; and to interact with a wide variety of people.*

Education and Experience:

- *Duties require knowledge of legal/secretarial skills and probate code equivalent to completion of an Associate's degree one to three years of related experience, or an equivalent combination of education and experience.*
- *Knowledge and understanding of the Probate Code and applicable law court cases and paperwork.*

Physical Requirements:	Percentage of Work Time Spent on Activity			
	0-24	25-49	50-74	75-100
<i>Seeing: Must be able to read computer screens and reports.</i>				<i>x</i>
<i>Hearing: Must be able to hear well enough to receive calls and radio communication.</i>				<i>x</i>
<i>Standing/Walking: Must be able to move about the department.</i>		<i>x</i>		
<i>Fingering/Grasping/Feeling: Must be able to type and use technical sources.</i>				<i>x</i>
<i>Lifting/Pulling/Pushing: Must be able to lift up to 25 pounds.</i>	<i>x</i>			
<i>Climbing/Stooping/Kneeling: Must be able to stoop or kneel to pick up paper products or directories.</i>		<i>x</i>		
<i>Working Conditions: Normal working conditions absent extreme factors.</i> <i>Note: The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. 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.</i>				

Employee Signature

Date

Supervisor Signature

Date

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approval Signatures:

Commissioner Brann

Commissioner Harvell

Commissioner Carlton