

FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA

LOCATION: Franklin County Superior Courtroom

DATE AND TIME: July 2, 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. Bids for Police Cruiser
4. William Gilmore – TIF Application for the Emergency Operations Center
5. Jail Medical Space – Final Plans and Update on Bids
6. Payment and Performance Bond for the Emergency Operations Center
7. Trial Assistant II Job Description
8. Probate Part-time Clerk
9. Cafeteria Plan

OLD BUSINESS:

1. Coburn Gore Land Port – Right of Way Request Update

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
July 2, 2024**

Appointments: None at this time.

Agenda Item: Clerk's Report

Comments: Minutes from the June 18, 2024, meeting

- Sergeant Close applied for a BJA Program grant on behalf of the Corrections Department with permission from the Chair. Should he receive a notice that the county has been awarded with the grant, he will come back and ask for permission to accept the funding.
- County administrative offices will be closed on July 4-5th in observance of the holiday.
- Site work has started up at County Way. They have removed the excess trees on the property.
- Finance closed out the books for FY24 on Friday, June 28th.
- The county will be transitioning to Nationwide during the month of July with a go-live date of July 31, 2024. In the absence of the Chair, both Commissioner Brann and Carlton authorized Amy Bernard to sign the necessary transition documents.

Recommended: Motion to approve and sign the June 18, 2024, minutes.

Treasurer's Report:

3. Bids for Police Cruiser

Comments: Through the budget process, one additional Deputy position was added which includes an additional vehicle. The Sheriff's Department went out to bid for a new vehicle and received one response.

Recommendation: Motion to accept bid from _____.

4. TIF Application for Funding the EOC-Bill Gilmore

Comments: Bill Gilmore has some questions surrounding the application for funding for the EOC through the TIF.

Recommendation:

5. Jail Medical Space – Final Plans and Update on Bids

Comments: As you know, AE Hodsdon designed the medical space addition for the jail which you reviewed the design several months ago. The specifications and design are currently finalized, and the project is ready to go out to bid. Ben Murray, President of AE Hodsdon is joining us via Zoom to go over the next steps in the process. The funding for this project was set aside from ARPA funds for the 450-square-foot addition. The drawing is in your packet for this update. Mr. Murray will answer any questions you may have.

Recommendation: Motion: To approve the final design and have AE Hodsdon go out to bid for contractors for the project.

6. Payment and Performance Bond for the Emergency Operations Center

Comments: A performance bond is a guarantee that a contractor will complete the project as set forth in the contract. On May 21, 2024, we discussed a performance bond for the EOC of which was not required by us at that time because subcontractors had included them in their bid. Under the USDA funding, the county is required to have a performance bond. The bond is for \$30,609.

Recommendation: Motion: To approve and sign the performance bond for \$30,609.

7. Trial Assistant II Job Description

Comments: During the budget process/salary structure approval, the Commissioners approved the separation of Trial Assistant into two positions, Trial Assistant I and Trial Assistant II, due to the increased responsibility of one of the positions. The Trial Assistant II position assumes a leadership role in the absence of the Office Administrator. See the attached job description for approval.

Recommendation: Motion: To approve the job description of Trial Assistant II

8. Probate Part-time Clerk

Comments: The Register of Probate is requesting the restoration of the part-time position to her department. This part-time position was funded for FY20 and was held by Heidi Jordan. Since Heidi was elected Register taking office on 1/1/2021, the position has remained vacant. The Budget Committee voted in favor of a final budget of \$23,246 for FY25 under part-time staff. This was intended to be used in the transition of the Deputy position.

Given the earlier-than-expected retirement of the Probate Deputy and increased workload in Probate, Heidi would like permission to reinstate the part-time position and begin the recruitment process. Heidi will speak to this.

Recommendation:

9. Cafeteria Plan

Comments: Back in November of 2023 we contracted with Eaton Peabody to design an updated Cafeteria Plan for the county. The purpose of a Cafeteria Plan is to ensure we are in compliance with IRS rules regarding pre-tax and post-tax benefits. This document highlights our health insurance offerings, short-term disability, grandfathered employees' flexible benefit dollars, and new 401(a) plan. Attached is a draft copy.

Recommendation: Motion to adopt and sign the Cafeteria Plan for the county.

10. Carry Forward into Capital Reserves

Comments: We requested the Department Heads submit requests for capital expenses they wish to carry forward. The total carry forward amount is \$82,445.00 less any outstanding FY24 invoices which would be deducted from the carry forward where appropriate. See the attached spreadsheet for details.

Recommendation: Motion to carry forward the requested accounts into department reserves, totaling no more than \$82,445.00.



Franklin County, Maine

May 13, 2024

Franklin County Commissioner
Attention: TIF Committee
140 Main Street, Suite 3
Farmington, Maine 04938

Re: TIF Funds Request

Dear Sirs/Madams:

The Franklin County Commissioners are requesting \$700,000 in Tax Increment Funding to help build the new Emergency Operations Center located at County Way in Farmington, to house the Unorganized Territory administration.

A new, safe, and accessible building is needed for several reasons, including, but not limited to: Training and development, privacy, larger meeting capacity, storage, and community service.

With these funds, the County's new building will have the ability to provide space for most of the County staff to be in one centralized location. This space will also allow the county employees to provide better service to the community and be more efficient.

Thank you for taking the time and consideration in reviewing the enclosed application.

Sincerely,

Amy Bernard
County Administrator

140 MAIN STREET, SUITE 3 · FARMINGTON, MAINE 04938 · (207) 778-6614

TERRY BRANN
District #1

LANCE HARVELL
District #2

BOB CARLTON
District #3

AMY BERNARD
County Administrator

ABernard@franklincountymaine.gov

Franklin County Tax Increment Financing (TIF) Application for Funding

Date

05/14/2024

Project Title

Franklin County Emergency Operations Center

Name of applying individual/business/organization

Franklin County

Please check what type of organization is applying for funds:

☐ Private enterprise

☐ 501(c)(3) organization

☐ Community organization

☒ Government entity

Fiscal Sponsor:

This project is being pursued by:

☐ Single business or organization

☒ A collaboration including:

The Franklin County Commissioner's Office Administration to include UT Administration, Treasurer Department and ARPA Grant Personnel.

One line description of your project:

Funding for the new Franklin County Emergency Operations Center to include the Franklin County Commissioner's Office Administration, UT Administration, Treasurer Department and ARPA Grant Personnel.

Dollar amount requested:

\$700,000

Total project budget:

\$4,400,000

Unorganized Territory(ies) in which project will occur:

All

Have you applied for applicable licenses and permits for your project (LUPC, DEP, DHHS, etc.)? Please list:

Yes, we have DEP and Planning Board approval

I. Applicant Information

Legal name of organization:	Franklin County	
Mailing address:	140 Main Street, Farmington Maine 04938	
Physical address:	140 Main Street, Farmington Maine 04938	
Telephone:	207-778-6614	Mobile:
E-mail:	abernard@franklincountymaine.gov	
Website:	https://www.franklincountymaine.gov/	

Number of years business/agency in existence:	186		
Number of paid staff (Note FT, PT, and/or Seasonal):	11		
Number of volunteers:	0		
Federal Tax I.D. or EIN:	016000005		
Name of President or Executive Director:	Amy Bernard		
Telephone:	207-778-6614	E-mail:	abernard@franklincountymaine.gov
Project start date:	6/1/2024	Project completion date:	6/1/2025

A 200 word (maximum) description of your project (If you need more space, please provide a labeled attachment):

Franklin County is requesting funds to help alleviate the construction costs of the new Franklin County Emergency Operations Center up at County Way that will house the Sheriff's Department, Emergency Management, Technical Services, the Franklin County Commissioners along with their administration, UT administration, the Treasurers Department and ARPA Grant personnel. 1/3 of the County Administrator/UT Manager's salary, 1/3 of the Deputy Administrator/UT Deputy Manager and 1/3 of the Administrative Assistant's Salary are paid out of the UT budget.

II. Project Budget

For an example budget, see TIF Application Checklist & Guidelines.

Requested TIF Funds:

\$700,000

Total Project Cost:

\$4,400,000

Estimated Income:

	Sources	Amount
Secured Income	Congressional Direct Spending	\$2,035,000
	ARPA	\$1,665,000
Planned Income		
In-Kind		
TIF Request	TIF Application	\$700,000
	TOTAL	\$4,400,000

Estimated Expenses/Use:

Uses	One Time/Ongoing	Amount
Construction costs of the Emergency Operations Center	One Time	\$700,000
	TOTAL	\$700,000

III. Sustainability Plan

Franklin County UT TIF Funding is intended to provide the initial boost often required to help an initiative to become self-sufficient. What are your strategies for sustainability?

Funding is to be a one time request for constructions cost for the new Emergency Operations Center. The UT budget and the County budget will provide funds for maintenance and ongoing fees in the future.

IV. Barriers to Success

Please indicate the greatest impediments to success of your proposed project and your plans to address them.

None

V. Project Narrative

Who will be served by this project?

Township(s)/Region:

Franklin County and the UT

Age range of those served:

0-100+

Approximate number of those served:

All UT and non UT Residents

Plan for evaluating the success of this project / Measurable outcomes:

This is a one time request for funding for the construction of the Franklin County Emergency Operations Center. The new building will provide for adequate space for the administration to support UT, TIF and County related matters. This space will also provide space for the community to come and address their concerns.

VI. Signatures

Signature of president, CEO, or
board president (non-profits)

Date

Print name

Amy Bernard

Title

County Administrator

Fiscal Sponsor (if applicable):

Signature of fiscal sponsor
organization

Date

Print name

Title

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 0.00	\$ 0.00	\$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 0.00	\$ 0.00	\$ 0.00
3. Relocation expenses and payments	\$ 0.00	\$ 0.00	\$ 0.00
4. Architectural and engineering fees	\$ 282,000.00	\$ 0.00	\$ 282,000.00
5. Other architectural and engineering fees	\$ 45,500.00	\$ 0.00	\$ 45,500.00
6. Project inspection fees	\$ 10,000.00	\$.00	\$ 10,000.00
7. Site work	\$ 578,000.00	\$ 0.00	\$ 578,000.00
8. Demolition and removal	\$ 0.00	\$ 0.00	\$ 0.00
9. Construction	\$ 3,211,660.00	\$ 0.00	\$ 3,211,660.00
10. Equipment	\$ 124,484.00	\$ 0.00	\$ 124,484.00
11. Miscellaneous	\$ 255,492.00	\$ 0.00	\$ 255,492.00
12. SUBTOTAL (sum of lines 1-11)	\$ 4,507,136.00	\$ 0.00	\$ 4,507,136.00
13. Contingencies	\$ 192,700.00	\$ 0.00	\$ 192,700.00
14. SUBTOTAL	\$ 4,699,836.00	\$ 0.00	\$ 4,699,836.00
15. Project (program) income	\$ 0.00	\$ 0.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 4,699,836.00	\$ 0.00	\$ 4,699,836.00

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows:

(Consult Federal agency for Federal percentage share.)

Enter the resulting Federal share.

Enter eligible costs from line 16c Multiply X 75.00 %

\$ 3,524,877.00

May 7, 2024

Franklin County Commissioners Office
140 Main Street, Suite 3
Farmington, ME 04983

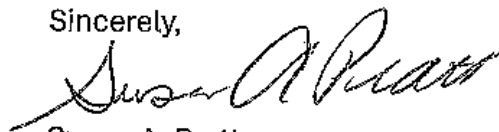
Dear Franklin County TIFF Committee,

I am writing this letter of support for using Tax Increment Funding to support the building of a new Emergency Operations Center for Franklin County. The use of these funds will allow the county to move into the 21st Century with appropriately built Sheriff Office space, Emergency Management, Franklin County Commissioner's Offices, and Franklin County Unorganized Territory Administration. The facility would house a training space that has good HVAC, acoustics, technology available, and be large enough to hold public meetings safely.

Having lived in Franklin County for my entire life and understanding the need for countywide services, I would say the new facility is long overdue. This county has over 50% of its land mass located in unorganized territory and is very rural in nature. Our county relies on the sheriff department and other county services for protection, emergency services, and countywide communication. With only a handful of towns having their own law enforcement agency, the sheriff department is vital for public safety. They currently have a sub-par facility that was built as a temporary space, and they have far outgrown the building. All of the agencies that will be housed in the new facility are operating in spaces that are crowded, outdated, and don't offer any employee or public training space or meeting space. As everyone knows, training is key to maintaining a strong, vital employee base that can serve the citizens.

Having the new facility will bring countywide operations up to date, over a centralized location to the citizens of Franklin County and provide much efficiency in maintaining the needed spaces for the county operations.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan A. Pratt", written in a cursive style.

Susan A. Pratt



Franklin County Sheriff's Office

Scott R. Nichols, Sheriff

Steve Lowell, Chief Deputy

Business Office: (207) 778-2680

Toll Free: (800) 773-2680

Fax: (207) 778-9064

123 County Way

Farmington, ME 04938

May 8, 2024

Franklin County Commissioners Office
140 Main Street, Suite #3
Farmington, ME 04938

RE: Letter of support

Dear Franklin County TIFF Committee members,

I am writing in support of utilizing Tax Increment Funding to help build the new Emergency Operations Center & Sheriff's Office for Franklin County.

A building that would not only contain the Sheriff's Office, but also Emergency Management, Administration from Franklin County and Franklin County Unorganized Territory Administration is long overdue. This funding assistance is vital to not only allow for most county agencies to be housed in one central location but will also increase operational efficiency.

The ability to have a large conference room that this building will provide is vital in today's climate. It will allow all first responders to have a place to plan and react to any critical incident that may occur. Currently we have no such facility to accommodate such needs. It will also allow for Sheriff's Office Deputies and staff to finally have workstations that allow space for privacy when writing reports and reviewing investigative video. The new spaces will also allow for proper evidence storage, which is one of the requirements we need to receive accreditation.

Just so you know, Sheriff's Deputies calls for service have increased dramatically over the past 5 years in our unorganized townships. Since the Covid epidemic, more people have moved into those areas to escape from where they come from. With the increase in population also came the increase in service calls to those areas.

As president of the Maine Sheriff's Association part of my job is to travel to the various counties within the state to attend meetings. I can tell you that Franklin County is the only county that does not provide the necessary space to conduct meetings or allow its employees to do their job in suitable work conditions. We have always had to just get by. It is time for Franklin County to enter the 21st century.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott R. Nichols", is written over a horizontal line.

Sheriff Scott R. Nichols



Franklin County, Maine

May 10, 2024

Franklin County Commissioners
140 Main Street, Suite 3
Farmington, Maine 04938

RE: Letter of Support for TIF Funding

Dear Franklin County TIF Committee,

I am writing this letter in support of Franklin County's use of Tax Increment Funding requested to help build the new Emergency Operations Center located at County Way in Farmington, Maine.

The new building will house the Sheriff's Department, Emergency Management, Technical Services, Franklin County Commissioners, Commissioner's office administration, Unorganized Territories administration, Treasurers Department, and ARPA Grant Personnel. Funding this project will allow most of the Franklin County administration to be located in one central area.

Not only will Franklin County administration be in one centralized location, but the new building will also provide adequate space for administration to support the UT, TIF, and County related matters, as well as providing a larger space to conduct meetings and training. This will also allow Franklin County administration to be more efficient and to better meet the needs of the community.

Therefore, I am in support of TIF funding for the new Emergency Operations Center.

Sincerely,

Bob Carlton
Franklin County Commissioner

140 MAIN STREET, SUITE 3 • FARMINGTON, MAINE 04938 • (207) 778-6614

TERRY BRANN
District #1

LANCE HARVELL
District #2

BOB CARLTON
District #3

AMY BERNARD
County Administrator
ABernard@franklincountymaine.gov

A1.1

PROCESS & 10/25/20

NO.	DATE	BY	REVISION
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EXISTING HOILER ROOM MEZZANINE FLOOR PLAN
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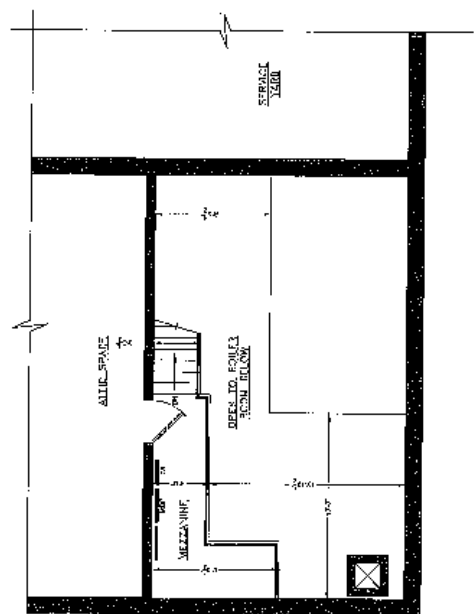
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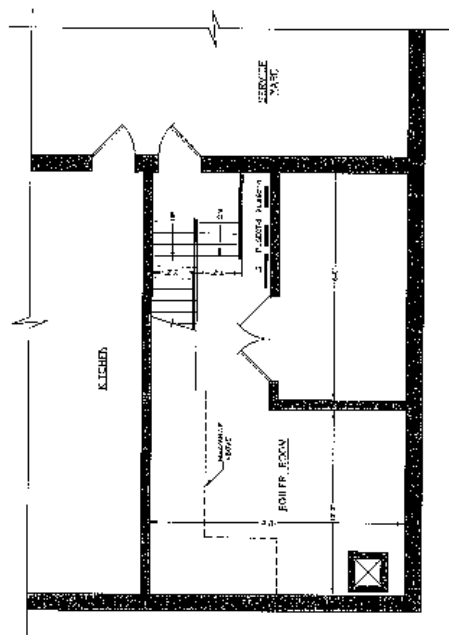
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EXISTING HOILER ROOM MEZZANINE FLOOR PLAN



EXISTING HOILER ROOM FLOOR PLAN



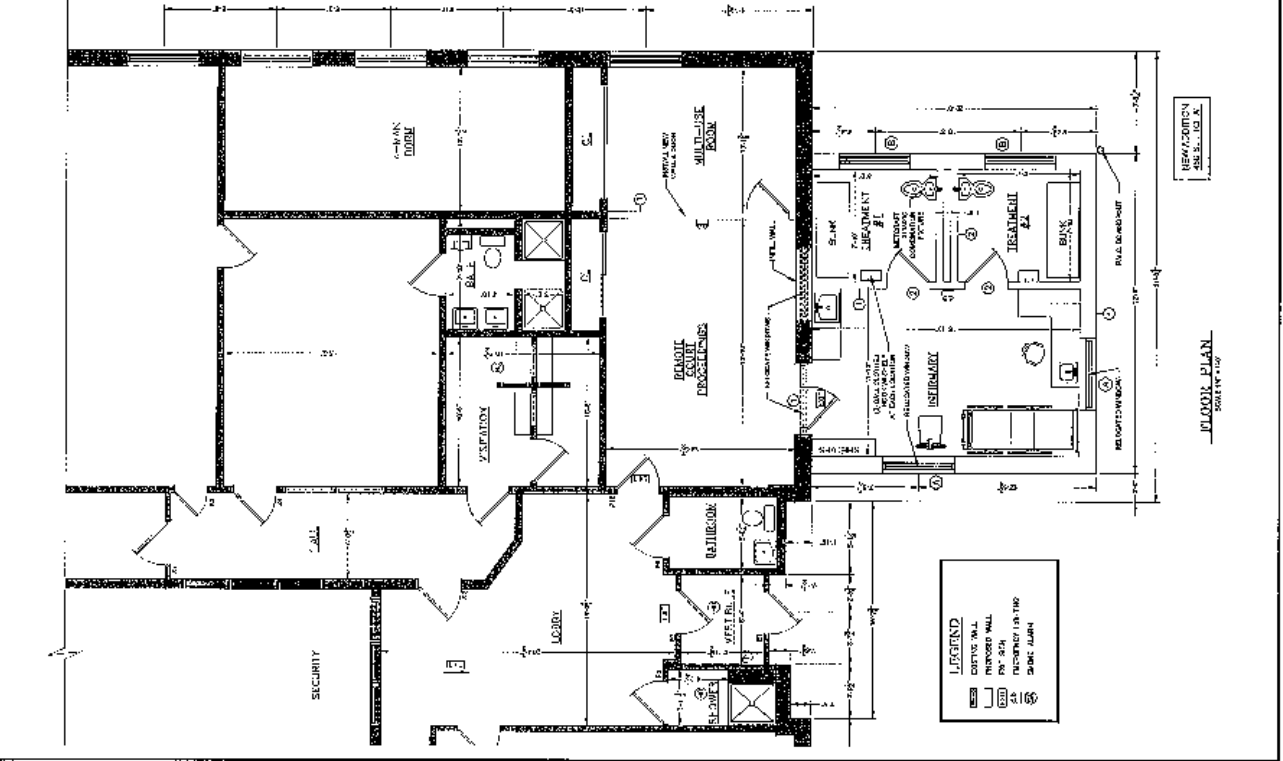
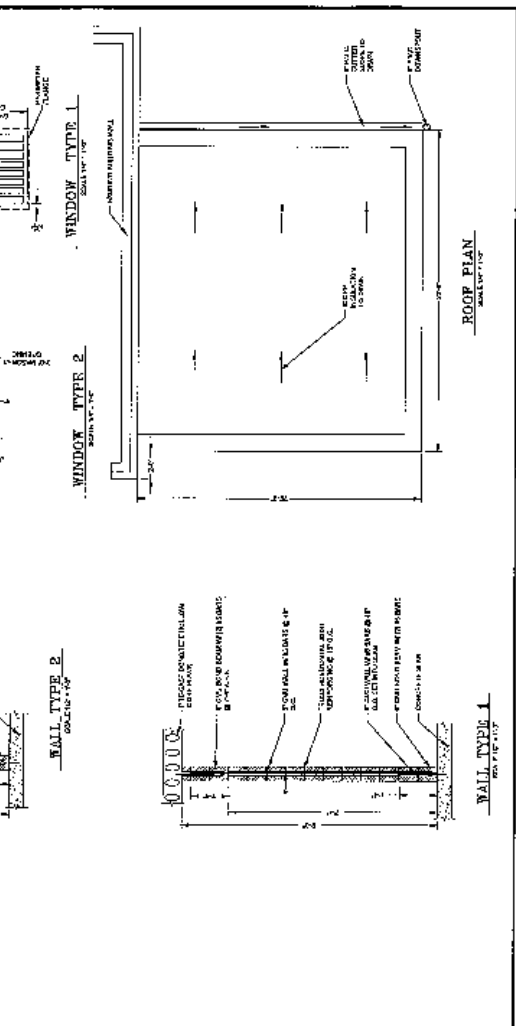
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10	07/11/01	FOR REVIEW

PRELIMINARY
 NOT FOR
 CONSTRUCTION

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DATE: 04/22/2014

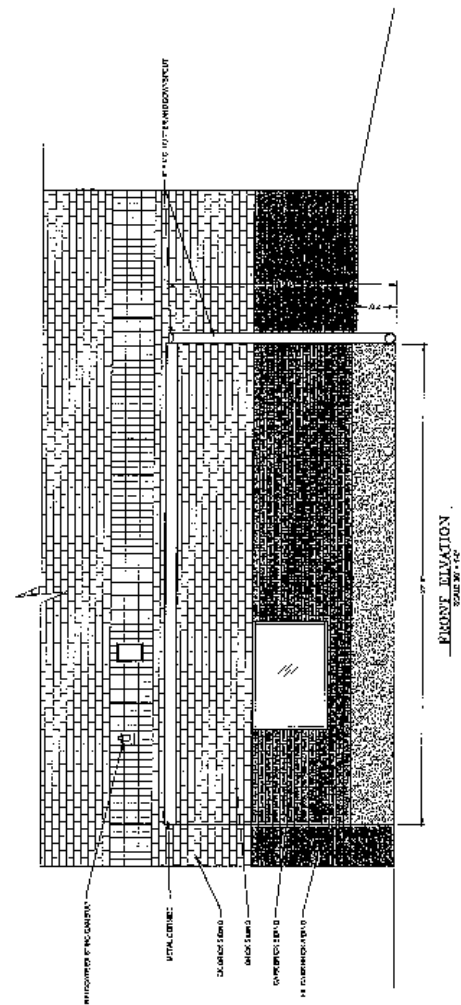
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2	ISSUED FOR CONSTRUCTION	04/22/2014
3	ISSUED FOR RECORD	04/22/2014

ELEVATIONS
FRANKLIN COUNTY DETENTION CENTER ADDITION
FRANKLIN COUNTY
140 MAIN STREET
FRANKLIN, MA 01724

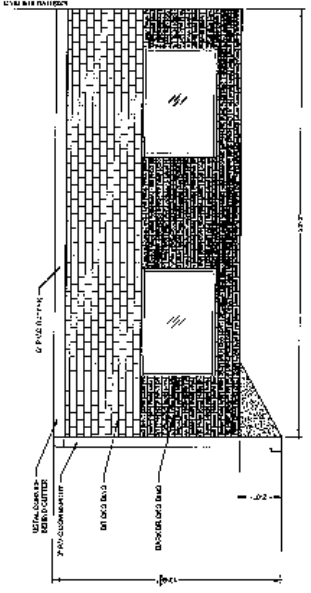
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NOT FOR
CONSTRUCTION**

NO.	DESCRIPTION	DATE
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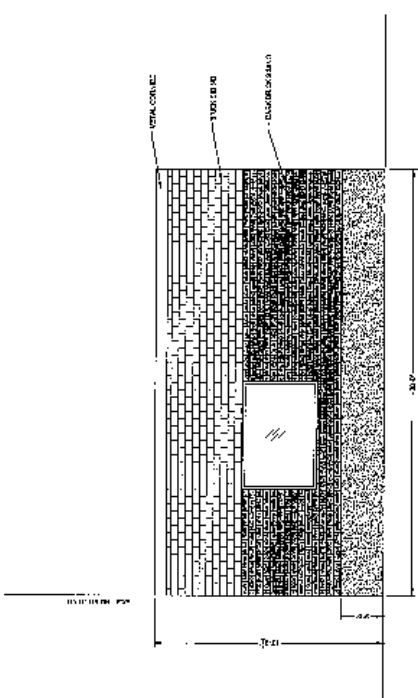
HAERHodsdon
CONSULTING ENGINEERS
10 Cotton Street, Waterville, Maine 04901
(207) 871-5151
WWW.HAERHODSDON.COM

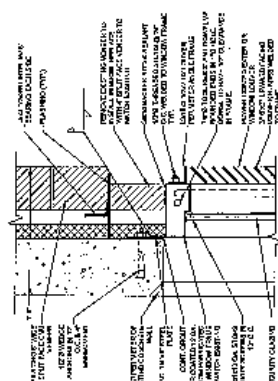


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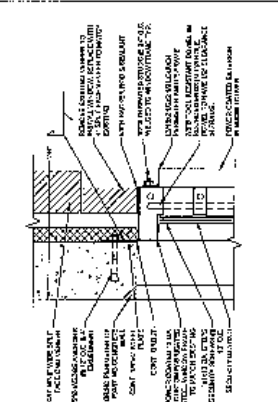




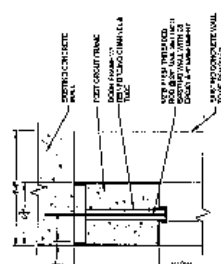
WINDOW HEAD DETAIL



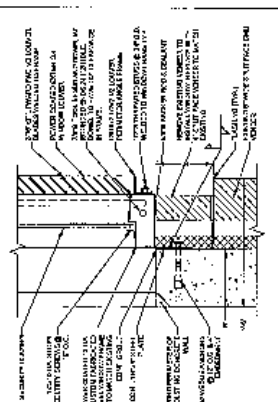
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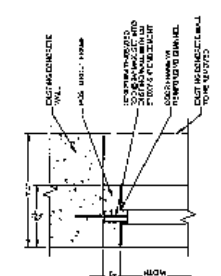
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DOOR JAM IN EXISTING WALL.



WINDOW SILL DETAIL.
SCALE 1/2" = 1'-0"



DOOR JAM IN EXISTING WALL.

GENERAL NOTES:

[illegible]

WOOD TRUSS NOTES:

[illegible]

WOOD NOTES:
DATE: 10084

[illegible]CONCRETE NOTES[illegible]

2.07 2.457114236

- a. CONSIDERED WITH THE OTHERS AT THE START OF THEIR CONVICTION TO THE PLACEMENT OF AN INTERIM DETENTION ORDER.
- b. THROUGH A LETTER AND SUBSEQUENT CALL FOR THE HEAR BEFORE THE JUDGE RE-OPENING THE CONVICTION OF THE DEFENDANT.
- c. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
- d. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
- e. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
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- v. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
- w. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
- x. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
- y. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.
- z. THE DEFENDANT'S REQUEST FOR A RE-OPENING OF THE CONVICTION OF THE DEFENDANT.

PM 4 - 2222

[illegible]

DESIGN LOADING

[illegible]

STATIONERY

[illegible]

202

[illegible]

PROJECT NO. 15-03

\$1.0

DATE	BY	REVISION
12/17/15	WJ	1.0

FRANKLIN COUNTY
DETECTOR CENTER ADDITION
FRANKLIN COUNTY
DETECTOR CENTER
FRANKLIN COUNTY
DETECTOR CENTER

STRUCTURAL PLANS

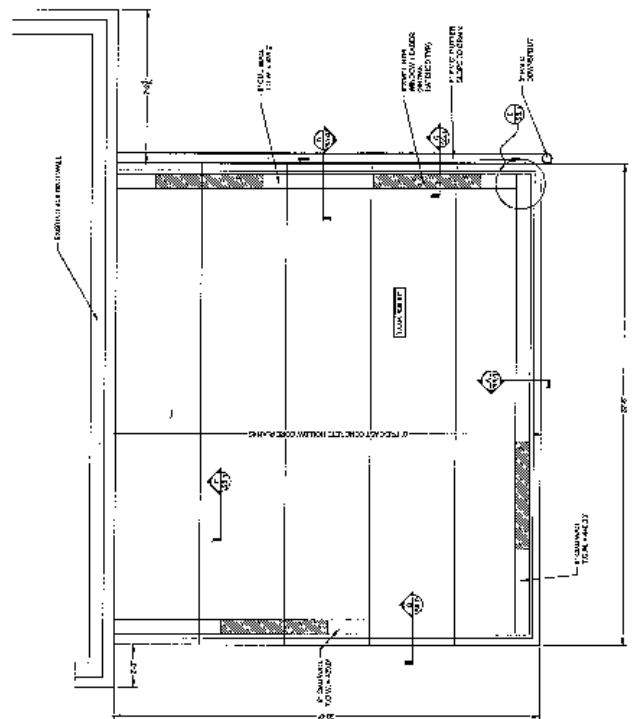
PRELIMINARY

NOT FOR
CONSTRUCTION

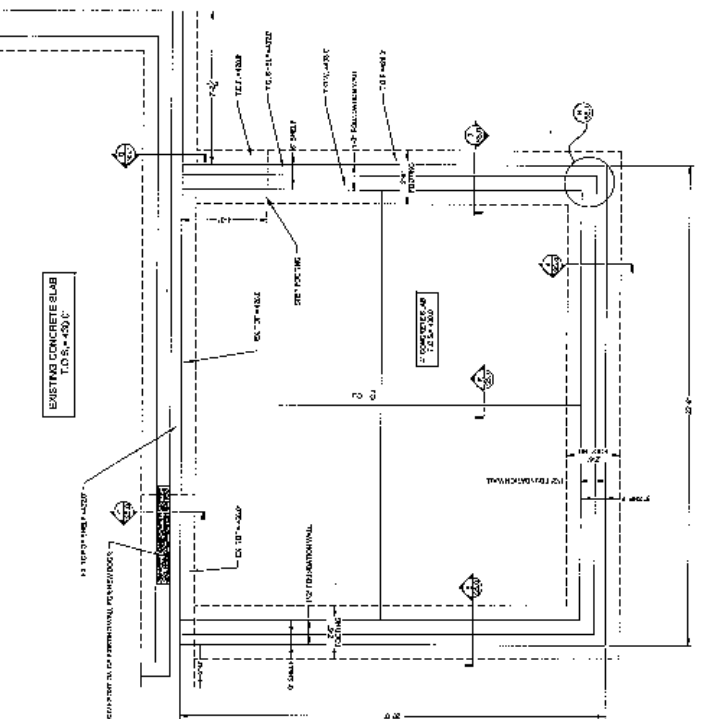
REV.	DATE	DESCRIPTION
1	12/17/15	1.0

10 Common Street, Weymouth, MA 01981
Tel: 781.939.5554
Fax: 781.939.5555
www.mehodson.com
Mehodson
CONSULTING ENGINEERS

ROOF FRAMING PLAN



FOUNDATION PLAN



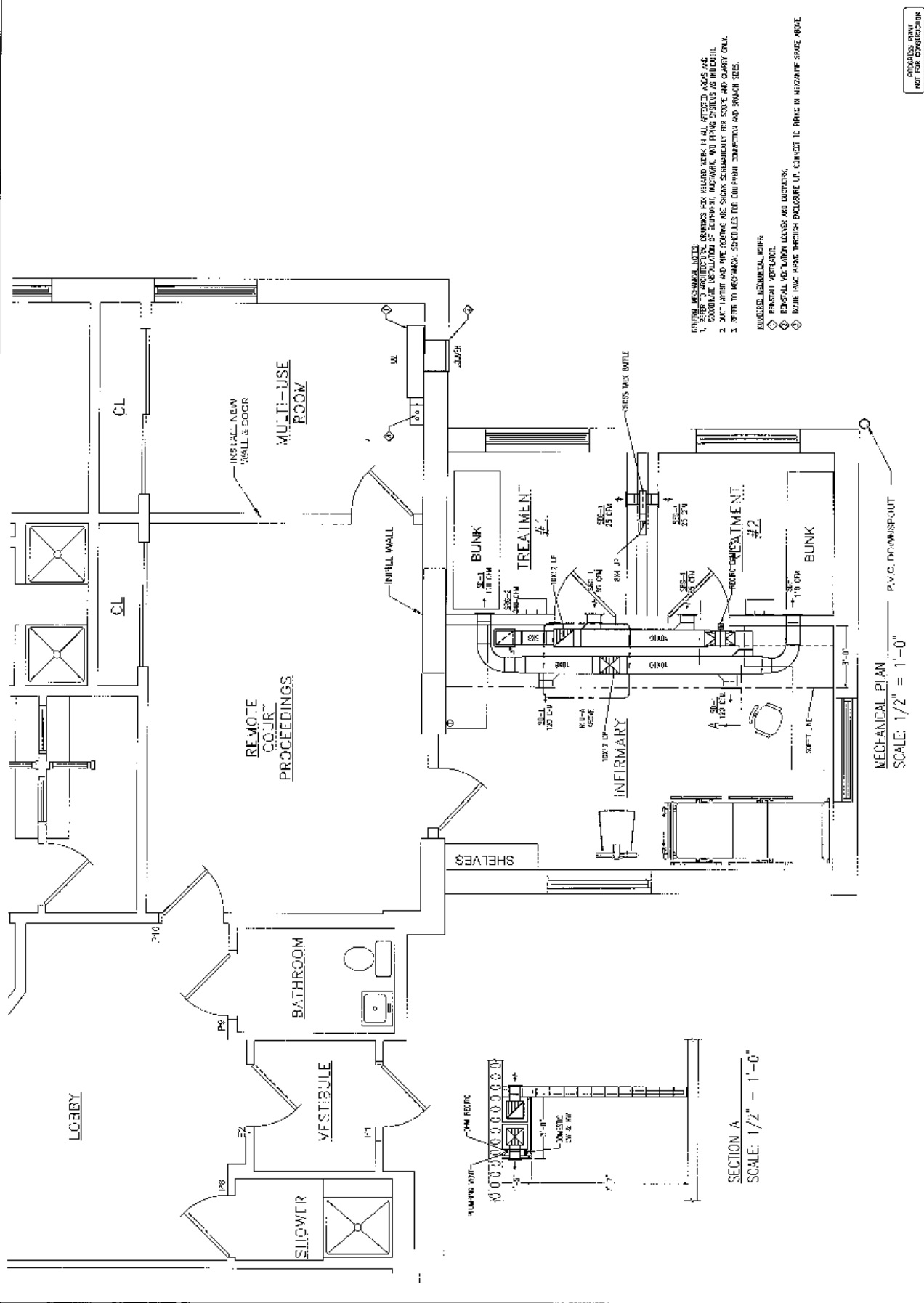
NO.	DATE	REVISIONS
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2	01/10/2004	ISSUED FOR CONSTRUCTION
3	01/10/2004	ISSUED FOR CONSTRUCTION
4	01/10/2004	ISSUED FOR CONSTRUCTION
5	01/10/2004	ISSUED FOR CONSTRUCTION
6	01/10/2004	ISSUED FOR CONSTRUCTION
7	01/10/2004	ISSUED FOR CONSTRUCTION
8	01/10/2004	ISSUED FOR CONSTRUCTION
9	01/10/2004	ISSUED FOR CONSTRUCTION
10	01/10/2004	ISSUED FOR CONSTRUCTION

PRELIMINARY
NOT FOR
CONSTRUCTION

FRANKLIN COUNTY DETENTION CENTER ADDITION
 FRANKLIN COUNTY
 PROJECT NO. 02-01

NO.	DATE	REVISIONS
1	01/10/2004	ISSUED FOR CONSTRUCTION
2	01/10/2004	ISSUED FOR CONSTRUCTION
3	01/10/2004	ISSUED FOR CONSTRUCTION
4	01/10/2004	ISSUED FOR CONSTRUCTION
5	01/10/2004	ISSUED FOR CONSTRUCTION
6	01/10/2004	ISSUED FOR CONSTRUCTION
7	01/10/2004	ISSUED FOR CONSTRUCTION
8	01/10/2004	ISSUED FOR CONSTRUCTION
9	01/10/2004	ISSUED FOR CONSTRUCTION
10	01/10/2004	ISSUED FOR CONSTRUCTION

M-100
 PROJECT NO. 02-01



PACKAGED DUAL FUEL ROOF TOP UNIT

TAG	MODEL	NORMAL THU	STATUS	
			STN	W
001-4	1002-2075 F7000A	2.3	100%	LOW
			800	600

NOTES

1. SPOCS OF HONEY IS A THREE COMPONENT DUAL CURE RESIN MAP 60.
2. APPLICATION IS CONSTANT VOLUME SPRAY PAINT.
3. PROVIDE 4 INCH HONEY INSULATED ROOF CURS.
4. LIFT CURBET SHALL BE INSULATED AND WATER STOPPED EXACTLY.
5. PROVIDE INSTANT OPERING, SPOCCOMAL, EQUIPPED WITH COUPLERS.

FAN SCHEDULE					
FAN	WHEEL	APPROX. CFM	ESP	WPG	WATER
B-1	0-100-10	50	0.15	1/16	1.0

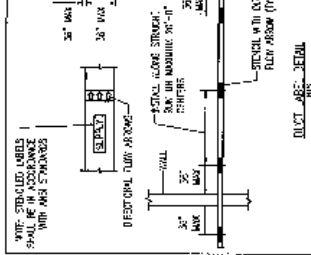
1

FAN SCHEDULE					
FAC	MODEL	APPROX CFM	ESP IN WC	FW HP	SAF
B ¹ -A	C-462-A-C	50	0.15	1/32	12

NOTES:

1. BRGS OF DESIGN IS GREEN-SHOCK OBJECT NAME HOOD EXHAUST FAN
2. PROVIDE 1/4 INX 1/4XZ GALVANIZED PIP. CLIPS
3. VENT SHALL BE 1/4 LISTED AND LABELED
4. ELECTRICAL WIRING/TERMINAL SHALL PROVIDE ELECTRICAL POWER DISC.

1000

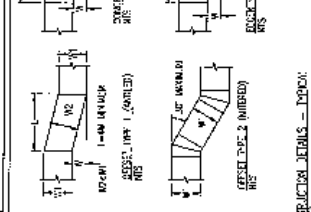


TAG	DESCRIPTION
50-1	SECURITY OFFICER
50-2/50-3-1	SECURITY GRILLE
50-2/50-3-2	SECURITY GRILLE

NOTES:

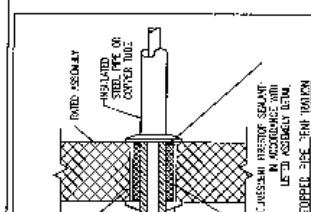
1. GOODS IN ORDER IS PRICE MINUTES LESS VARIATION
2. PRODUCT PROTECTION SHOULD BE SHOWN ON ABOVE CARD

THE JUDICIAL BRANCH HAS BEEN THE MOST

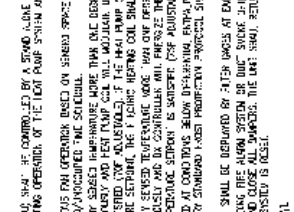


1101

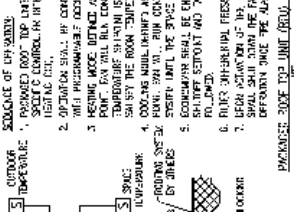
TIME PD % MO	THROUGH FE AT LOS PM	COLOR	REMARKS
01.15	0	WHITE	WATER ALL
01.20	---	WHITE	WATER ALL
01.41	1000	WHITE	WATER ALL

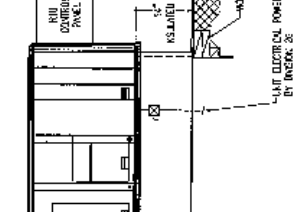


1

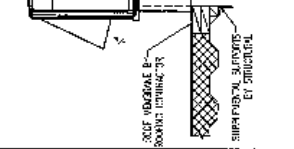


5





i.

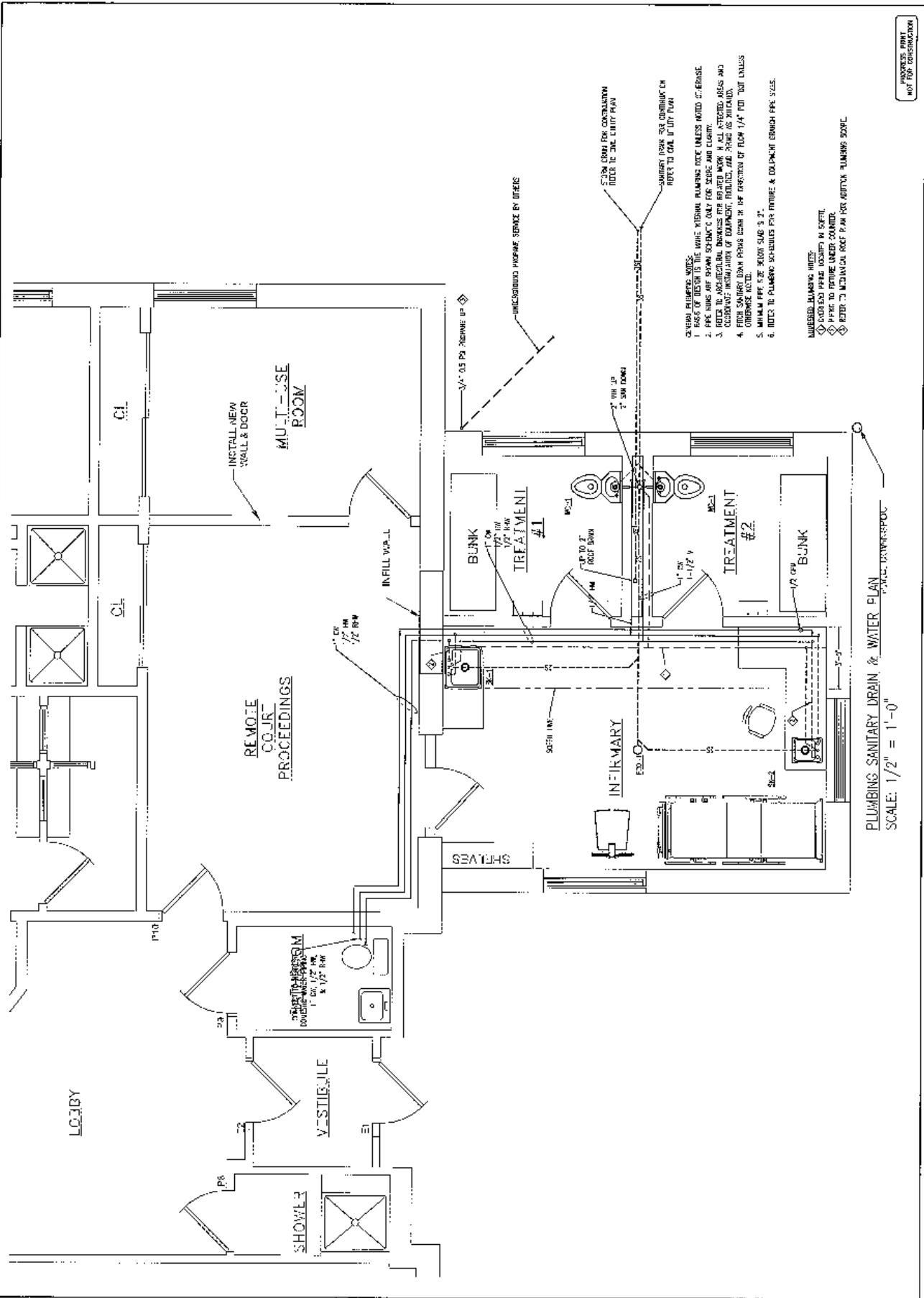
[illegible]

DCT #ANALOG DAMPER
 DCT #VENTILATE CONTROLLER
 DCT #VACUUM LIFTING
 DCT #VACUUM ID-RETURN THROTTLE
 FLEXIBLE DUCT
 MOTOR OPERATED DAMPER (vent)
 AIRFLOW OUT
 FIRE DAMPER
 ROUND BEE FLAT DUCT DOOR
 ROUND BEE FLAT DUCT UP
 SUPPLY INTAKE
 RETURN GALLE
 AUTOMATIC AIR VENT
 ACCESS PRESSURE
 ACCESS PRESSURE
 ACCESS PRESSURE
 AUTOMATIC TEMPERATURE CONTROL

PRESSURE FEEDBACK VALVE
 STRONGPUMP W/300000 BALL VALVE
 2-WAY CONTROL VALVE
 SILENT VALVE
 1/2" VALVE
 TYPE-DUTY VALVE
 PFE (DRAIN)
 PLATE TANK
 PLATE TANKS
 PRESSURE DATE WITH GAGE CODE
 PRESSURE DATE WITH BALL
 WATER FLANK SWITCH
 PRESSURE SWITCH OR SENSOR
 AUTOMATIC TEMPERATURE SENSOR
 AUTOMATIC TEMPERATURE SENSOR
 TEMPERATURE OF SENSOR ON WALL
 TEST OF SENSOR W/ COILED
 MARCH, OR VENT
 NUMBER, GATES

[illegible]

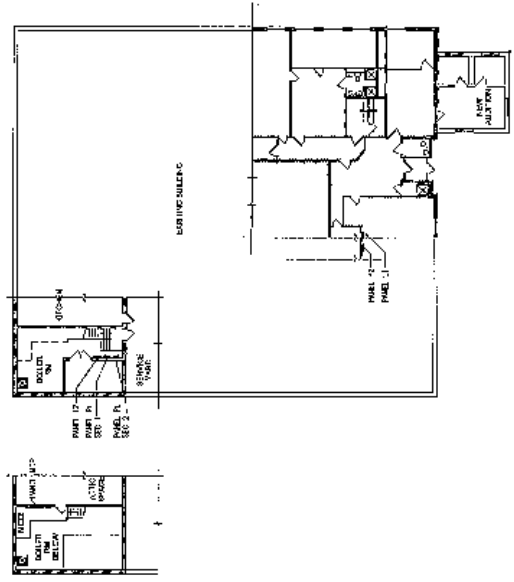
PROGRESS PRINT
NOT FOR CONSTRUCTION



[illegible][illegible][illegible]

PROCESS FRONT

- NOTES:
1. SEE SHEET E-001 FOR ALL ELECTRICAL SYMBOLS AND LEGEND.
 2. SEE SHEET E-002 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 3. SEE SHEET E-003 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 4. SEE SHEET E-004 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 5. SEE SHEET E-005 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 6. SEE SHEET E-006 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 7. SEE SHEET E-007 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 8. SEE SHEET E-008 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 9. SEE SHEET E-009 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.
 10. SEE SHEET E-010 FOR ALL ELECTRICAL PANEL SYMBOLS AND LEGEND.



1 PARTIAL OVERALL BUILDING PLAN
SCALE: 1/8" = 1'-0"

SYMBOL LEGEND

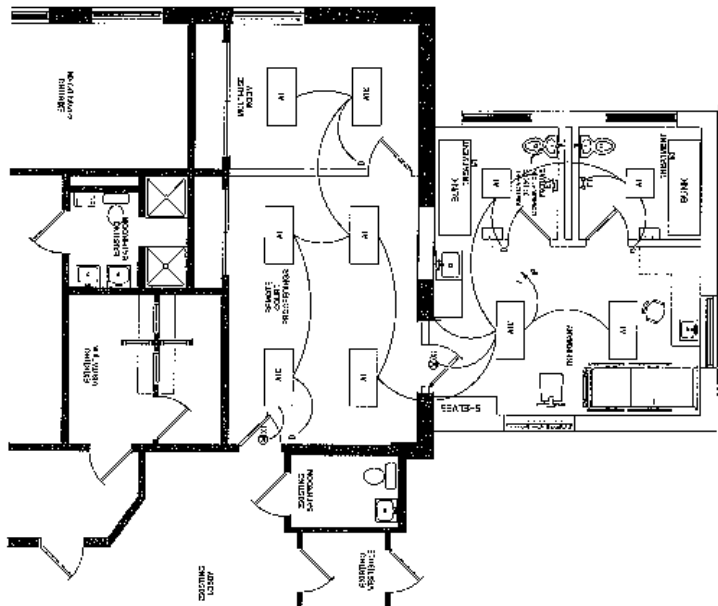
- ELECTRICAL SYMBOLS: SEE SHEET E-001 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-002 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-003 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-004 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-005 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-006 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-007 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-008 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-009 FOR DETAILS.
- ELECTRICAL SYMBOLS: SEE SHEET E-010 FOR DETAILS.

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	WALL	100	LF	1.00	100.00
2	CEILING	100	SF	1.00	100.00
3	FLOOR	100	SF	1.00	100.00
4	DOOR	10	EA	10.00	100.00
5	WINDOW	10	EA	10.00	100.00
6	STAIR	10	EA	10.00	100.00
7	ELECTRICAL	10	EA	10.00	100.00
8	MECHANICAL	10	EA	10.00	100.00
9	PLUMBING	10	EA	10.00	100.00
10	PAINT	10	EA	10.00	100.00

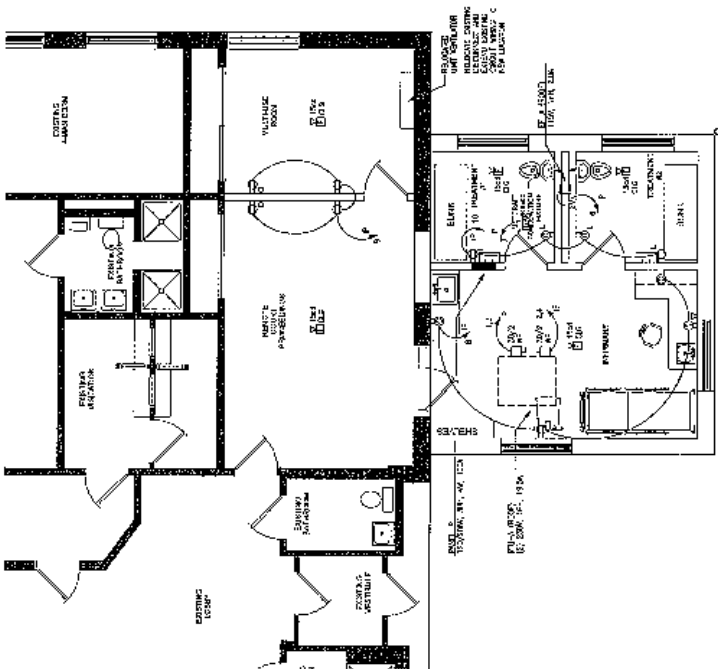
1. SEE SHEET E-001 FOR ALL ELECTRICAL SYMBOLS AND LEGEND.

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	WALL	100	LF	1.00	100.00
2	CEILING	100	SF	1.00	100.00
3	FLOOR	100	SF	1.00	100.00
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5	WINDOW	10	EA	10.00	100.00
6	STAIR	10	EA	10.00	100.00
7	ELECTRICAL	10	EA	10.00	100.00
8	MECHANICAL	10	EA	10.00	100.00
9	PLUMBING	10	EA	10.00	100.00
10	PAINT	10	EA	10.00	100.00

1. SEE SHEET E-001 FOR ALL ELECTRICAL SYMBOLS AND LEGEND.



PROPOSED LIGHTING PLAN





J. F. Scott Construction Co.
20 Royal Street
Winthrop ME 04364
207 377 8899

Change Order

Order#: 1

Order Date: 06/26/2024

License:

To: County of Franklin
140 Main St.
Suite 3
Farmington ME 04938

Project: 23053
Franklin County Sheriffs Department
123 County Way
Farmington ME 04938

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Add Payment & Performance Bonds per contract GMP	29,221.00
Fee	1,388.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

30,609.00

The original Contract Sum was	3,669,000.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	3,669,000.00
The Contract Sum will be changed by this Change Order	30,609.00
The new Contract Sum including this Change Order will be	3,699,609.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Franklin County Position Description

Position Title: Trial Assistant II

Department: District Attorney

FLSA Status: Nonexempt

Reports to: Office Administrator

Effective Date: 07/02/2024

Job Summary:

The purpose of the Trial Assistant II position is to provide administrative support for the District Attorney and/or Assistant District Attorneys. This position receives and records all misdemeanor crimes against a person in the appropriate manner, processes and tracks assigned caseload, maintains accurate data entry and file records until the case concludes, and communicates with and assists all witnesses and victims associated with the cases. This position also performs the Office Administrator's duties in the absence of the Department Head.

Essential Job Functions:

- Assists District Attorney and/or Assistant District Attorneys by serving as trial assistant.
- Assists the Prosecution by entering into the Justware database all referred criminal cases for assigned police departments and/or caseload, drafting and filing charging documents with the court, making copies of the report and complaint for discovery.
- Assists the Department by organizing and maintaining assigned case files neatly and accurately in the database.
- Assures accurate records by making sure that files completely reflect dispositions, continuance dates and/or reasons for continuances and entering into Justware database.
- Assists victims and witnesses by maintaining contact, by preparing correspondence to them and providing them with information and assistance throughout the duration of any given case. This includes; notification of hearings, discussing restitution, explaining plea negotiations, Assistant District Attorney recommendations, and informing them of sentencing dates and accompanying victims to court.
- Assists District Attorney and/or Assistant District Attorneys by helping them prepare for court, including setting up audio/video equipment in the courtroom for trials and motions as needed.
- Assists District Attorney and/or Assistant District Attorney by being in court to provide clerical and administrative support services as well as victim services.
- Assures all information drop downs and motions are prepared by typing same and getting them docketed by the court.

- Monitors any person placed on a deferred disposition and ensures compliance with any conditions. Prepares and files any documents associated with the deferred disposition.
- Process restitution payments and coordinate with the District III Restitution Specialist for disbursement to the victim(s). Assist with the filing of any motions to enforce restitution which should be prepared by the District III Restitution Specialist. The trial assistant will prepare the necessary documents to enforce restitution only if the District III Restitution Specialist is unable to perform this function.
- Assists District Attorney and/or Assistant District Attorneys by preparing and filing various legal documents including protection and/or continuance motions.
- Ensures departments ability to produce witnesses for trial by preparing numerous subpoenas and tracking service on assigned cases
- Assures court appearances by notifying all police personnel, professional and civilian witnesses of all required court appearances.
- Assists witnesses by recording attendance and checking mileage.
- Assists District Attorney and/or Assistant District Attorney by maintaining the in-custody lists from the jail, including pulling the pending files for court and keeping records of approval/rejection status on prisoner cases and providing status information to the court and the Franklin County Jail transport personnel.
- Assures accurate information for assigned cases by reviewing all incoming motions and correspondence and handling appropriately.
- Works with the Court to ensure we have the most up to date court docket list and are prepared to proceed on cases in court.
- Assists District Attorney and/or Assistant District Attorney by organizing and preparing all court docket lists and gathering all case files and ensuring that the files are complete and in order for the court appearance.
- Prepares discovery in all criminal cases in accordance with the office discovery policy.
- Interacts with various individuals by handling all matters related to providing discovery to defense attorneys and pro se defendants as well as follow-up with police agencies to obtain and provide additional discovery.
- Assists defense attorneys by answering their questions and acts as their liaison with District Attorney and/or Assistant District Attorneys.
- Maintains accurate records by retrieving, processing and filing mail, criminal history reports, Department of Motor Vehicle paperwork, Public Health Laboratory, alcohol and drug analysis results on a daily basis.
- Assists the team and office by acting as backup for co-workers
- Maintains professional and technical knowledge by attending educational workshops; establishing personal networks; participating in professional societies.

- Handles work in a confidential and sensitive manner when dealing with defendants, victims, and cases.
- Handles all incoming mail in a timely and sensitive manner.
- Checks custody lists to ensure proper paperwork from the police department; ensures proper ADA handling.
- Fulfills job function by participating as an active member of training; participating on county task forces and performing other responsibilities as assigned. Keeps abreast of the latest technology, procedures, methods, systems, and materials employed in the industry.
- Performs similar or related work as required, directed or as situation dictates.
- Assumes the duties and/or tasks of the Office Administrator/Trial Assistant as requested by the Office Administrator, District Attorney, and/or Assistant District Attorneys should the Office Administrator be out of the office for an extended period.

Required Knowledge/Skills/Abilities:

- *Knowledge of how the court system operates.*
- *Familiarity with legal terms.*
- *Ability to do multiple tasks at the same time. Strong ability to prioritize.*
- *Ability to handle details with precision and accuracy.*
- *Ability to work with people from a variety of backgrounds and cultures.*
Compassionate and sensitive with people of all degrees of life.
- *Ability to work with and handle confidential information.*
- *Ability to follow department procedures.*
- *Organizational and case management skills.*
- *Proficiency of computer operations to include report generation, internet and email; word processing, database, and spreadsheet applications.*
- *Skill with Justware, Messenger, and TIP program.*

Education and Experience:

- *High School diploma; Associate's Degree in legal administration or business preferred and one to two years of related work experience, preferably working in a law environment; or any equivalent combination of education, training, and experience.*
- *Notary Public helpful.*
- *Must be able to obtain: Limited Access Certificate – Messenger*

Supervision:

- Supervision Scope: Performs varied and responsible functions requiring comprehensive knowledge of department/division operations and the exercise of judgment in responding to inquiries, in dealing with the public, and in administering the functions of the office in accordance with established departmental policies and standards.
- Supervision Received: Works under general supervision.
- Supervision Given: May be required to oversee the work of interns, temporary help, or other Trial Assistants in training.

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>				x
<i>Hearing: Must be able to hear well enough to receive calls and radio communication.</i>			x	
<i>Standing/Walking: Must be able to move about the department.</i>		x		
<i>Fingering/Grasping/Feeling: Must be able to type and use technical sources.</i>				x
<i>Lifting/Pulling/Pushing: Must be able to lift up to 25 pounds.</i>	x			
<i>Climbing/Stooping/Kneeling: Must be able to stoop or kneel to pick up paper products or directories.</i>	x			

Working Conditions: Normal working conditions absent extreme factors.

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.

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

Franklin County Commissioners
FLEXIBLE BENEFITS PLAN
Amended and Restated effective as of January 1, 2024

ARTICLE I - Introduction

1.1. Purpose of Plan. The purpose of this Plan is to provide Employees of the Employer a choice between cash and Optional Benefit Coverages.

1.2. Cafeteria Plan Status. This Plan is intended to qualify as a "cafeteria plan" under §125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Code §125 and the regulations thereunder.

ARTICLE II - Definitions

2.1. "Administrator" means the person or committee designated to administer the Plan pursuant to Section 5.1 hereof. In the absence of any such designation, the Employer shall be the Administrator.

2.2. "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any Section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

2.3. "Compensation" means the total wages and salary, including overtime payments and bonus payments, which is paid by the Employer to a Participant during the Plan Year, or which would be paid to a Participant had he or she not elected to receive nontaxable benefits pursuant to this Plan.

2.4. "Effective Date" of this amendment and restatement is January 1, 2024. The original effective date of the Plan was January 1, 1999.

2.5. "Employee" means any individual employed by the Employer on a full-time basis. For purposes hereof, an Employee who works fewer than 30 hours per week, or fewer than twelve (12) months per year, shall not be considered to be employed by the Employer on a full-time basis.

2.6. "Employer" means the Franklin County Commissioners Office. For purposes hereof, "Employer" also shall include any Employer required to be aggregated with the Employer under §§414(b), (c) or (m) of the Code.

2.7. "Key Employee" means any person who is a Key Employee as defined in §416(i)(1) of the Code.

2.8. "Optional Benefit Coverages" means the coverages available to a Participant under the plans of the Employer set forth in Schedule A.

2.9. "Participant" means any Employee who has satisfied the eligibility requirements of Section 3.1 hereof and has not, for any reason, become ineligible to participate in the Plan.

2.10. "Plan" means the Franklin County Commissioners Flexible Benefits Plan as set forth herein, together with any and all amendments and supplements hereto.

2.11. "Plan Year" means the twelve-(12) month period beginning on January 1, and ending on December 31.

ARTICLE III - Participation and Eligibility

3.1. Commencement of participation. Each Employee who has attained the age of eighteen (18) years and is a full-time employee working an average of thirty (30) or more hours per week on a regular basis, or is an elected official, will be eligible to participate in the Plan. An Employee will become a Participant on the later of (a) the Effective Date, if such Employee satisfies the requirements of this Section 3.1 as of the Effective Date, or (b) the first date of the month following the date he/she becomes eligible to participate under the first sentence of this Section 3.1.

3.2. Cessation of participation. A Participant will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates, or (b) the date on which he or she ceases to be an Employee eligible to participate under Section 3.1.

3.3. Reinstatement of former Participant. A former Participant will become a Participant again if and when he or she meets the eligibility requirements of Section 3.1.

ARTICLE IV - Optional Benefit Coverages

4.1. Coverage options. Employees eligible to participate under Section 3.1 shall be eligible to elect coverage under the Optional Benefit Coverages as may otherwise be available to such employee based on his or her eligibility pursuant to Section 3.1. Notwithstanding anything herein to the contrary, Optional Benefit Coverages shall be limited to those coverages and benefits that are available to the Participant under the plans identified in Schedule A.

4.2. Description of Optional Benefit Coverages. While the election of one or more of the Optional Benefit Coverages may be made under this Plan, the coverages and benefits thereunder will be provided not by this Plan but by the plans identified in Schedule A. The types and amounts of benefits available under each plan described in Schedule A, the requirements for participating in such plan, and the other terms and conditions of coverage and benefits under such plan are as set forth from time to time in the plans identified in Schedule A, and in any group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) certain of those plans. The benefit descriptions in such plans, as in effect from time to time, are hereby incorporated by reference into this Plan.

4.3. Election of Optional Benefit Coverages in Lieu of Cash. A Participant may elect under this Plan, in accordance with the procedures described in Sections 4.4, 4.5 and 4.6, to receive one or more Optional Benefit Coverages to the extent available to the Participant under the applicable plans identified on Schedule A.

(a) If a Participant elects coverage for a Plan Year under a plan identified on Schedule A, and if the Participant is required under such plan to pay a share of the cost of such coverage, such share shall be paid by the Participant's Employer by means of a reduction in the Participant's regular compensation for the Plan Year. The balance of the cost of each such coverage, if any, shall be paid by the Employer under this Plan with nonelective Employer contributions.

(b) Cash Opt-Out Benefit. As set forth below, if made available by the Employer, a Participant may elect to receive a cash payment in lieu of receiving coverage under the Employer's group health plan for the Plan Year. The amount(s) of this Cash Opt-Out Benefit for any Plan Year shall be established by the Employer prior to the beginning of the Plan Year, and such amount(s) shall be set forth on the enrollment form for the relevant Plan Year or in such other plan materials provided by the Employer to the Participant. The Participant shall elect the Cash Opt-Out Benefit by completing the relevant section of the enrollment form prior to the beginning of the Plan Year and providing proof or written certification, as required by the Employer, of qualifying coverage under another employer-sponsored group health plan, MaineCare or Tricare. Such other qualifying group coverage does not include Medicare, Medicare Advantage or Medicare supplement plans, or any other plans for which paying opt-out payments will violate payers of last resort rules pursuant to Federal law and/or regulations.

(i) All Employee hired on or after December 1, 2023 who are eligible Employees under Section 3.1 are eligible to elect:

(a) employee-only group health insurance coverage, the cost for which shall be paid by the Employer;

(b) group health insurance coverage for the employee's children, spouse, or family, 85% of the cost for which shall be paid by the Employer and the balance of the cost to be paid by the employee through salary reduction; and

(c) group dental coverage, the cost for which shall be paid by the Employee through salary reduction.

(d) group vision coverage, the cost for which shall be paid by the Employee through salary reduction.

(e) group life insurance coverage, the cost for which shall be paid by the Employee through salary reduction.

(f) Non-union full time employees hired on or after December 1, 2023 who decline the Employer sponsored group health coverage and who provide proof of other health insurance coverage that provides minimum essential coverage, shall receive compensation in lieu of benefits equal to 75% of the total cost of the employee-only group health coverage.

(ii) Employees hired prior to December 1, 2023 and who had elected coverage under the Employer's prior benefit plan options may elect either (A) continued coverage under the Employer's benefit plan options offered prior to December 1, 2023, which employees making this election shall be referred to as "grandfathered employees"; or (B) coverage under the benefit plan options provided to employees hired after December 1, 2023, as set forth in Section 4.3(b)(i) above. Non-union employees who elect coverage under Section 4.3(b)(ii)(B) shall be eligible for all benefit options set forth in Section 4.3(b)(i) above. A grandfathered employee's election of coverage under Section 4.3(b)(ii)(B) shall be irrevocable, such that the employee shall cease to be a grandfathered employee for the plan year in question and all subsequent plan years.

(iii) The Employer shall make available to grandfathered employees monthly benefit dollars, the amount of which shall be determined annually by the Employer. Grandfathered employees can apply benefit dollars:

(A) to pay the cost of coverage under the Employer's group medical, dental, life insurance, dental and/or vision plans, as the employee elects. If the cost of the elected coverage exceeds the benefit dollars allocated by the grandfathered employee, the balance of such cost shall be paid by the grandfathered employee through salary reduction;

(B) to pay the cost of coverage under the Employer's group income protection plan on a pre-tax basis. If the cost of the elected coverage exceeds the benefit dollars allocated by the grandfathered employee, the balance of such cost shall be paid by the grandfathered employee through salary reduction;

(C) to a contribution to the employee's deferred compensation account under the Employer's Code §401(a) plan. Benefit dollars not applied to by a grandfathered employee to the cost of any group benefit coverages above shall automatically be applied to said employee's 401(a) account.

(iv) Employer's Commissioners and Treasurer shall receive cash in lieu of benefits equal to 35% of the total cost of the group insurance options available to full time employees under Section 4.3(b)(i) above on a monthly basis. Part time salaried Employer Department Heads and the Judge of Probate shall receive cash in lieu of

benefits equal to 70% of the total cost of benefits available to full time employees Section 4.3(b)(i) above on a monthly basis.

4.4. Election procedure. Approximately 30 days prior to the commencement of each Plan Year, the Administrator shall provide one or more written election forms and salary reduction agreements to each Participant and to each other Employee who is expected to become a Participant at the beginning of the Plan Year. The election shall be effective as of the first day of the Plan Year. Each Participant who desires to elect an Optional Benefit Coverage for the Plan Year shall so specify on the appropriate election form or forms and shall agree to a reduction in his or her Compensation. The amount of the reduction in the Participant's Compensation for the Plan Year for the Optional Benefit Coverage shall equal the Participant's share of the cost of such optional benefit, and shall be adjusted automatically in the event of a change in such cost. The total amount of the reduction in the Participant's Compensation for a Plan Year for a Participant who elects Optional Benefit Coverages shall not exceed the aggregate cost of the Optional Benefit Coverages elected by the Participant. Each election form must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's compensation reduction agreement will apply.

4.5. New Participants. As soon as practicable before an Employee becomes a Participant under Section 3.1 or 3.3, the Administrator shall provide the written election forms and salary reduction agreements described in Section 4.4 to the Employee. If the Employee desires one or more Optional Benefit Coverages for the balance of the Plan Year, he or she shall so specify on the election forms and shall agree to a reduction in his or her compensation as provided in Section 4.4. The election forms must be completed and returned to the Administrator on or before such date as the Administrator shall specify, which date shall be no later than the beginning of the first pay period for which the Participant's compensation reduction agreements will apply.

4.6. Failure to make election.

- (a) A new Participant's failure to make an election under Section 4.4 or 4.5 on or before the due date specified by the Administrator for the Plan Year in which he or she becomes a Participant shall constitute an election by the Participant to opt-out of all coverage made available to such employee pursuant to Section 4.3(b)(i), and to receive his or her full compensation in cash.
- (b) An existing Participant's failure to make an election relating to coverage under a plan identified as an Optional Benefit Coverage on Schedule A on or before the due date specified by the Administrator for any subsequent Plan Year shall constitute (1) a re-election of the same coverage or coverages, if any, under such plan as were in effect just prior to the end of the preceding Plan Year (to the extent such coverage remains available as an Optional Benefit Coverage under the Plan), and (2) an agreement to a reduction in the Participant's compensation for the subsequent Plan Year equal to the cost of such coverage or coverages.

4.7. Revocation or change of election by the Participant during the Plan Year.

- (a) Any election made under the Plan (including an election made through inaction under Section 4.6) shall be irrevocable by the Participant during the Plan Year except as otherwise provided in (b) through (h) below.
- (b) With respect to any Optional Benefit Coverage, a Participant may revoke an election in writing for the balance of the Plan Year and, if desired, file a new election in writing if, under the facts and circumstances, (1) a change in status occurs, and (2) the requested revocation and new election satisfy the consistency requirements in Section 4.8 below. Application for such change must be made no later than 30 days after the date of the actual event. For this purpose, a change in status includes the following events:
 - (1) Legal marital status. An event that changes a Participant's legal marital status, including marriage, death of spouse, divorce, legal separation or annulment.
 - (2) Number of dependents. An event that changes a Participant's number of dependents (as defined in Code §152), including birth, death, adoption or placement for adoption.
 - (3) Employment status. An event that changes the employment status of the Participant or the Participant's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement or return from an unpaid leave of absence, and a change in worksite, as well as any other change in the individual's employment status that results in the individual becoming (or ceasing to be) eligible under a benefit plan of his or her employer.
 - (4) Requirements for unmarried dependents. An event that causes a dependent to satisfy or cease to satisfy the requirements for coverage on account of attainment of age, student status, or any similar circumstance.
 - (5) Residence. A change in the place of residence of the Participant or his or her spouse or dependent.
 - (6) For purposes of adoption assistance, if any, provided through Optional Benefits Coverages, the commencement or termination of any adoption proceeding.
 - (7) Other. Such other events that the Administrator determines will permit the revocation of an election (and, if applicable, the filing of a new election) during a Plan Year under regulations and rulings of the Internal Revenue Service.

- (c) In the case of coverage under a medical plan identified in Schedule A, a Participant may revoke an election in writing for the balance of the Plan Year and file a new election in writing that corresponds with the special enrollment rights provided in Code §9801(f), whether or not the change in election is permitted under Section 4.7(b) above.
- (d) In the case of a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, a Participant may change his or her election (1) in order to provide coverage for the child under a health coverage identified on Schedule A if the order so requires, or (2) in order to cancel a health coverage identified on Schedule A for the Participant's child if such order requires the Participant's spouse or former spouse or another individual to provide coverage for the child.
- (e) In the case of a medical coverage identified on Schedule A, a Participant may revoke an election in writing for the balance of the Plan Year and file a new election in writing in order to cancel or reduce such medical coverage for the Participant and/or for one or more covered dependents of the Participant to the extent that such individual becomes entitled to coverage under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). In addition, if the Participant or any eligible dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may file a new election in writing for the balance of the Plan Year to commence or increase a medical coverage identified on Schedule A.
- (f) In the case of an Optional Benefit Coverage identified on Schedule A, the Administrator may permit all Participants electing such coverage for the Plan Year to revoke their elections for the balance of the Plan Year, provided that a similar coverage identified on Schedule A is elected for the balance of the Plan Year, if:
 - (1) the Participants' share of the cost of such coverage significantly increases, or
 - (2) such coverage ceases or is significantly curtailed.
- (g) If during the Plan year a new Optional Benefit Coverage becomes available, or an existing Optional Benefit Coverage is eliminated, or if a similar change occurs under a plan of another employer, affected Participants may elect the new coverage (or may elect another option if a coverage has been eliminated), and may make

corresponding election changes regarding similar coverage, for the balance of the Plan Year.

- (h) In the event that a Participant's spouse or dependent makes an election change under a plan maintained by his or her employer, the Administrator may permit the Participant to revoke an election under this Plan and make a new election for the balance of the Plan Year that is on account of and corresponds with the election change made by the Participant's spouse or dependent, if:
 - (1) the election change made by the Participant's spouse or dependent under his or her employer's plan satisfies the regulations and rulings under Code §125; or
 - (2) the period of coverage under the plan maintained by the employer of the Participant's spouse or dependent does not correspond with the Plan Year of this Plan.
 - (i) Any revocation and new election under this Section 4.7 shall be effective at such time as the Administrator shall prescribe, unless otherwise required by law.

4.8. Consistency Rules.

- (a) A Participant's requested revocation and new election will be consistent with a change in status (1) if the election change is on account of and corresponds with a change in status that affects the eligibility for coverage under a plan of the Employer or under a plan maintained by the employer of the Participant's spouse or dependent, and (2) with respect to dependent care assistance, if the election change is on account of and corresponds with a change in status that affects expenses described in Code §129 (including employment-related expenses as defined in Code §21(b)(2)).
- (b) Notwithstanding anything to the contrary in Section 4.8(a), in the case of the Participant's change in marital status (as set forth in Section 4.7(b)(1)) or in the case of a change in the employment status (as set forth in Section 4.7(b)(3)) of the Participant's spouse or dependent, a Participant may either increase or decrease the amount of the Participant's group-term life insurance and/or group disability coverage (if any) identified in Schedule A to elect to increase payments under the Plan to pay for continuation coverage under Code §4980B or any similar law.

4.9. Changes by Administrator. If the Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy any nondiscrimination requirement or other imposed by the Code or any limitation on benefits provided to Key Employees, the Administrator shall take such action as the Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by highly compensated Employees (as

defined by the Code for purposes of the nondiscrimination requirement in question) or Key Employees (as defined by the Code for purposes of the nondiscrimination requirement in question) with or without the consent of such Employees.

4.10. Adjustment of Compensation Reductions. If the cost of an Optional Benefit Coverage provided to a Participant under a plan identified in Schedule A increases or decreases during a Plan Year, including any increase or decrease due to a change in the Participant's salary, a corresponding change shall be made in the compensation reductions of the Participant in an amount reflecting such increase or decrease, as determined by the Administrator.

4.11. Automatic termination of election. Any election made under this Plan (including an election made through inaction under Section 4.6) shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under a plan identified on Schedule A may continue if and to the extent provided by such plan. In the event such a former Participant again becomes a Participant before the end of the same Plan Year, the elections previously in effect for the Participant under the plans identified on Schedule A shall be automatically reinstated for the balance of the Plan Year, except as otherwise elected by the Participant in accordance with Section 4.7.

4.12. Maximum elective contributions. The maximum amount of elective contributions under the Plan for any Participant shall be determined based on the Participant's eligibility and election to participate as a new employee or grandfathered employee, as further described in Section 4.3(b)(i) and (ii).

4.13. Cessation of required contributions. Nothing in this Plan shall prevent the cessation of coverage or benefits under any plan identified on Schedule A, in accordance with the terms of such plan, on account of a Participant's failure to pay the Participant's share of the cost of such coverage or benefits, through compensation reduction or otherwise.

4.14. Elections Via Other Media. The Administrator may, in its discretion, use any telephonic, electronic or other alternative media form that it deems necessary or appropriate for the election of benefits under the Plan.

4.15. Coordination with FMLA. Notwithstanding any other provision of this Plan, the Administrator may (a) permit a Participant to revoke (and subsequently reinstate) his or her election of one or more Optional Benefit Coverages under the Plan and (b) adjust a Participant's compensation reduction as a result of a revocation or reinstatement to the extent the Administrator deems necessary or appropriate to assure the Plan's compliance with the provisions of the Family and Medical Leave Act of 1993 and any regulations pertaining thereto.

ARTICLE V - Administration of Plan

5.1. Plan Administrator. The Administrator of the Employer is hereby designated as the Plan Administrator to serve until resignation or removal by the Employer and appointment of a successor. It shall be a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan

without discrimination among them. The Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) to make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (b) to interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) to appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- (e) to allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

Any determination by the Administrator shall be final and conclusive on all persons, in the absence of clear and convincing evidence that the Administrator acted arbitrarily and capriciously. Notwithstanding the foregoing, any claim which arises under any plan identified on Schedule A shall not be subject to review under this Plan, and the Administrator's authority under this Section 5.1 shall not extend to any matter as to which an administrator under any such other plan is empowered to make determinations under such plan or policy.

5.2. Examination of records. The Administrator will make available to each Participant such of its records under the Plan as pertain to the Participant, for examination at reasonable times during normal business hours; provided, however, the Administrator shall have no obligation to disclose any records or information which the Administrator, in its sole discretion, determines to be of a privileged or confidential nature.

5.3. Reliance on tables, etc. In administering the Plan, the Administrator will be entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by, or in accordance with the instructions of, the administrators of the plans identified in Schedule A, or by accountants, counsel or other experts employed or engaged by the Administrator.

5.4. Nondiscriminatory exercise of authority. Whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

5.5. Indemnification of Administrator. The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who formerly served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VI - Amendment and Termination of Plan

6.1 Power to amend and terminate. The Plan has been established with the intention of being maintained for an indefinite period of time. Notwithstanding the foregoing, the Plan may at any time be amended or terminated by a duly adopted resolution of the governing body of the Employer.

ARTICLE VII - Miscellaneous Provisions

7.1. Information to be furnished. Participants shall provide the Employer and Administrator with such information and evidence and shall sign such documents as may reasonably be requested from time to time for the purpose of administration of the Plan.

7.2. Limitation of rights. The establishment of the Plan, any amendment thereof, and/or the payment of any benefits will not be construed as giving to any Participant or other person any legal or equitable right against the Employer or Administrator, except as provided herein. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him as a Participant of this Plan.

7.3. Governing law. This Plan shall be construed, administered and enforced according to the laws of Maine to the extent not preempted by any federal law.

7.4. Gender. A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed in its name and behalf this 2 day of July 2024 by its officer thereunto duly authorized.

Franklin County Commissioners Office

By: _____ Its

Schedule A

Optional Benefit Coverages shall consist of the coverages available to a Participant under the following plans maintained by the Employer:

1. The Maine Municipal Employees Health Trust Medical Plan, as amended from time to time.
2. The Maine Municipal Employees Health Trust Dental Plan, as amended from time to time.
3. The Maine Municipal Employees Health Trust Life Insurance Plan, as amended from time to time.
4. The Maine Municipal Employees Health Trust Income Protection Plan, as amended from time to time.
5. The Maine Municipal Employees Health Trust Vision Plan, as amended from time to time.

Department	Code	Description	Transfer Amt.	Account Name	Account #
Treasurer	25-7690	Computer	\$760.00	IT Reserve/Server Upgrade	82
Communications	80-7680	Equipment & Furniture	\$4,000.00	Dispatch Equipment Reserve	86
IT	30-7680	Equipment & Furniture	\$7,600.00	IT Reserve/Server Upgrade	82
Probate	70-7680	Equipment & Furniture	\$1,187.00	Probate Equipment Reserve	92
Jail	100-7502	Radios	\$4,775.00	Jail Equipment Reserve	88
	100-7690	Computer	\$2,123.00	IT Reserve/Server Upgrade	82
	100-7680	Equipment & Furniture	\$57,000.00	Jail Equipment Reserve	88
Sheriff	75-7406	Tires	\$3,000.00	Sheriff Equipment Reserve	83
	75-7502	Radios	\$2,000.00	Sheriff Equipment Reserve	83
Total Amount:			\$82,445.00		