

## **FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA**

**LOCATION:** Franklin County EOC, 120 County Way, Farmington

**DATE AND TIME:** September 2, 2025 @ 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.

### **RECOGNITION:**

- 1. Communications**

### **APPOINTMENTS: None**

### **NEW BUSINESS:**

- 1. Administrator's Report**
- 2. Minutes**
- 3. Treasurer's Report**
- 4. UT Report on Roads and Bridges**
- 5. COSSUP Grant Update**
- 6. Emergency Maintenance Services:**
  - a) On-Call Mechanical Services Bid(s)**
  - b) On-Call Plumbing Services Bid(s)**
  - c) On-Call Electrical Services Bid(s)**
  - d) On-Call General Contractor Bid(s)**
- 7. Website Design Bid(s)**
- 8. Plog Project - Stream Bank Stabilization Bid(s)**
- 9. TIF**
  - a) Project Application**
  - b) Scholarship**
- 10. Sheriff's Office Requests:**
  - a) Mobile Computers for Cruisers**
  - b) Thermal Monoculars**
- 11. Opioid Committee Structure**

**OLD BUSINESS:**

1. Legal Opinion – Authority to Reallocate County Funds After Budget Committee Reductions
2. Legal Opinion – Reporting Structure of Elected Officials
3. Mission Statements by Department
4. HR Consulting: Cultural Evaluation

**MISCELLANEOUS:**

1. Jail Medical Expansion – Requisition

**WARRANTS: County AP, ARPA, Payroll, & UT**

**Executive Session 1 MRS 405 (6) (D) Labor Negotiations: Teamsters**

**ADJOURNMENT:**

**County Commissioner's Meeting  
Agenda Discussion and Analysis  
September 2, 2025**

**RECOGNITION:** Communications Director, Brad Timberlake, will present awards to his staff.

**APPOINTMENTS: None**

**New Business:**

**Administrator's Report**

- The county has made an offer to Richard Wilde for the IT Specialist position. He will begin employment on September 8<sup>th</sup>.
- The county received a notice from Maine Municipals Risk Management, that we will be receiving a dividend check in the amount of \$2,748 from the Workers Compensation Fund. This is due to the good performance and loss prevention efforts by its participants. See the press release in the flower folder.
- The county received notice from the DOT regarding a 2024 bridge inspection on the Luce Brook bridge in Salem Twp. There are some corrective actions that need to be addressed. The next inspection is set to occur in 2026. Details are in the flower folder.
- The Kennebago Lake Camps, Inc. in Davis Twp. has filed an application with the LUPC to construct a small maintenance building.
- Jim Desjardins will be retiring on September 12<sup>th</sup>. The county is having a retirement party on Thursday, September 4<sup>th</sup> from 12-1pm. All are welcome to join in congratulating Jim on his upcoming retirement.
- MCCA annual conference is September 18<sup>th</sup> and 19<sup>th</sup>. Commissioner Carlton and Commissioner Gilbert are planning to attend, along with staff from the Commissioner's office and other departments including EMA, Deeds, and Communications.
- The county is currently recruiting candidates for Corrections and Dispatch.
- On August 19<sup>th</sup> the Board approved the Disbursement Policy, however, it still needs signature. The policy is in the flower folder for signature.
- The Registry of Deeds will be closed to the public Monday, September 8<sup>th</sup> and Tuesday September 9<sup>th</sup> as they migrate to their new recording system. Staff will

be working and will be available to answer calls, however their computers will be down.

**Recommendation: Motion to accept the Administrator's Report.**

**Minutes:** Provided to you prior to the Commissioner's Meeting

**Recommendation: Motion to approve August 19, 2025, Minutes.**

**Treasurer's Report:** Included in the packet

**Recommendation: Motion to accept the Treasurer's Report.**

**UT Report on Roads and Bridges:**

**Comments:** Bob Lightbody will present an update on the roads and bridges in the UT. See the attached report.

**Recommendation: Motion to accept the UT Report.**

**COSSUP Grant Update**

**Comments:** Sergeant Close will provide an update on the COSSUP program at the Jail per the Commissioners request.

**Recommendation: None.**

**Emergency Maintenance Services:**

**a. On-Call Mechanical Services:**

**Comments:** As of the writing of this Report, we have not received any proposals. With that, we will need to repost the RFP for an additional two weeks.

**Recommendation: Motion to extend the on-call mechanical services RFP for an additional two weeks.**

#### **b. On-Call Plumbing Services Bid Review**

**Comments:** As of the writing of this report, the County received one (1) bid for the on-call plumbing services. All bids will be brought to the Commissioner's meeting on September 2, 2025, to be reviewed and awarded.

**Recommendation: None at this time**

#### **c. On-Call Electrical Services Bid Review**

**Comments** As of the writing of this report, the County received three (3) bid for the on-call electrical services. All bids will be brought to the Commissioner's meeting on September 2, 2025, for review.

**Recommendation: None at this time**

#### **d. On-Call General Contractor Bid Review**

**Comments:** As of the writing of this Report, we have not received any proposals. With that, we will need to repost the RFP for an additional two weeks.

**Recommendation: Motion to extend the on-call general contractor RFP for an additional two weeks.**

#### **Web Design Bid Review**

**Comments:** As of the writing of this report, the County has received thirty-four (34) bids for the county web design. All bids will be brought to the Commissioner's meeting on September 2, 2025, for review.

**Recommendation: None at this time.**

#### **Plog Project - Stream Bank Stabilization Bid Review**

**Comments:** As of the writing of this report, the County has received four (4) bids for the Plog Project – Stream Bank Stabilization along the Sandy River in Madrid, Maine. The project is located at 2571 Rangeley Road, Madrid Township, along a bend in the Sandy River. All bids will be brought to the Commissioner's meeting on September 2, 2025, for review.

**Recommendation: None at this time.**

## **TIF**

### **A. Project Application**

**Comments:** The TIF Committee has reviewed and made recommendations for an additional project application for Franklin County for the installation of Emergency Watershed Protection measures for the stabilization of the Sandy River stream bank to protect the property located at 2571 Rangeley Road, Madrid Township, Maine.

**Recommendation: Award TIF Project.**

### **B. Scholarship**

**Comments:** The TIF Committee has reviewed and made recommendations for an additional scholarship that was received, which can be found in your flower folder.

**Recommendation: Award TIF Scholarship.**

## **Sheriff's Office Requests:**

### **A. Mobile Computers for Cruisers**

**Comments:** The Sheriff's office has three quotes for six patrol computers for the fleet vehicles. Two of the six being replaced are inoperable and cannot be repaired. Quotes received include:

**Telrepc- \$22,769**

**ITS- \$23,037.92**

**Rugged Depot- \$24,603.96**

**Recommendation: Motion: Motion to award the quote from Telrepc for \$22,769 to be paid out of the capital equipment reserve.**

### **B. Thermal Monoculars**

**Comments:** The Sheriff's office has three quotes for four thermal monoculars. These devices allow deputies to see people/heat signatures at night and in dark spaces. The

current devices are experiencing issues, and the batteries cannot be replaced. Quotes received include:

**Johnson Hicks: \$7,999.95**

**West Marine: \$9,570.05**

**Defender Marine: 9,580.00**

**Recommendation: Motion: Motion to award the quote from Johnson Hicks for \$7,999.95 to be paid out of the capital equipment reserve.**

### **Opioid Committee Structure**

**Comments:** Commissioner Saviello requested this be on the agenda to discuss the structure of the Opioid Settlement Committee and compensating Sue Pratt as the Facilitator using Opioid funds. Commissioner Saviello has included a proposal with a list of duties for the facilitator in your packet for review.

**Recommendation: None at this time.**

### **OLD BUSINESS**

#### **Legal Opinion – Authority to Reallocate County Funds After Budget Committee Reductions**

**Comments:** The Commissioner Chair received an initial letter from Attorney Libby regarding the questions surrounding the budget committee reductions. Following receipt of the letter, on August 6<sup>th</sup>, the Chair, County Administrator, and Deputy Administrator met with Attorney Libby to clarify the budget process; and provided supporting documentation to include minutes, recordings, and the final budget document for review on August 7<sup>th</sup>. Attorney Libby has presented a new letter for the Board to review today.

**Recommendation: None at this time.**

#### **Legal Opinion – Reporting Structure of Elected Officials**

**Comments:** The Board received the legal response from Attorney Libby on August 26<sup>th</sup> via email. See the letter in your packet for reference.

**Recommendation: None at this time.**

## **Mission Statements**

**Comments:** Per Commissioner Saviello's request, HR collected a response regarding department mission statements from Deeds, EMA, Dispatch, Treasurer, IT, the SO and Jail. These are all included in your packet for review.

**Recommendation: None at this time**

## **HR Consulting: Cultural Evaluation**

**Comments:** Per Commissioner Skolfield's request, this item was added to the agenda for discussion. The county is considering the bids from three organizations including: The Mejorando Group, Steve Francek, and MGT; and had planned to interview the three organizations back in May. This process was delayed with the plans to finalize the mission and vision of the county before moving forward with this project.

**Recommendation: None at this time**

## **Miscellaneous:**

### **Jail Medical Expansion-Requisition**

**Comments:** The County has received its first requisition on the Jail medical expansion. The Board needs to designate who will sign these requisitions throughout the project.

**Recommendations: Motion to authorize \_\_\_\_\_ to sign the Jail medical expansion requisitions throughout the entire project.**



## **Commissioners Office**

### **Monthly Report – August 2025**

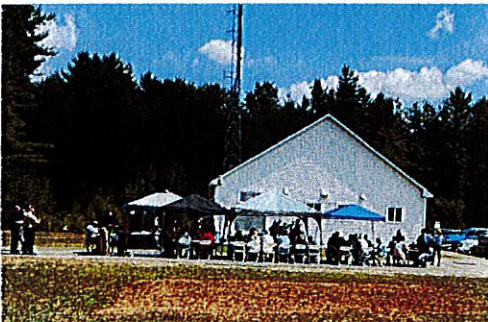
#### **Freedom of Information Act (FOIA) Requests**

- The office processed 26 FOIA requests during August.
- Staff dedicated approximately 28 hours to FOIA compliance and document preparation, reflecting the continued public demand for transparency and accountability.
- All requests were handled within established timelines.

#### **Request for Proposals (RFP) for Services (electrical, mechanical, general construction, plumbing, website)**

- A formal RFP for services was developed and circulated.
- Staff completed the drafting, posting, and preliminary review of vendor submissions.
- Initial responses were received and placed under review.

#### **Employee Engagement & Events**



- Preparations for the annual Employee BBQ took place throughout August.
- Community vendors were contacted for donations, and many responded positively.
- Staff organized logistics, coordinated set-up details, and prepared communications to ensure the event would strengthen employee morale.

#### **Human Resources Updates**

- HR conducted twelve interviews for Corrections, Patrol, and IT positions.
- Four new employees were successfully onboarded during the month.
- HR processed four employment terminations between July and August, all voluntary. Exit interviews were conducted (voluntarily) for 1 individual.
- Reimbursements through MCCC (Compact Grant) were submitted for 12 employees to attend training/seminars in August. The total for reimbursement is \$2,367.85 which is 50% of the cost for registration.
- One First Report of Injury was submitted. No lost time or wages reported. Accident was investigated to prevent future occurrence.

## **Labor Relations**

- The Commissioners Office finalized negotiations with the Teamsters Union.
- The contract was reviewed, agreed upon, and language has been drafted.
- Continued communications are ongoing with the union regarding the contract language.

## **UT Cemeteries**

- North Freeman cemetery mowing search is ongoing.
- A vendor search was initiated to explore reliable options for ongoing maintenance.
- Staff have reached out more than five vendors with no luck in getting a proposal.

## **Opioid Committee**

- The Opioid Committee convened and made recommendations for funding projects aimed at prevention, treatment, and community support.
- Staff have sent out letters for additional information from pending applications
- Denial letters have been sent to applicants that have been rejected by the committee.

## **TIF (Tax Increment Financing) Grants**

- Staff reviewed active TIF grant applications and prepared documentation for the Commissioners.
- Preparations included gathering financial data, assessing eligibility, and developing recommendations for board discussion and decision-making.
- Award letters were prepared and sent.

## **Scholarship Grants**

- Updates were presented to the Commissioners regarding scholarship grants.
- Staff tracked application status, verified eligibility, and prepared a summary for the Commissioners' approval process.
- Award letters were prepared and sent.

## **Looking Ahead**

- Thank you letters to community vendor partnership support of our employees.
- Ongoing onboarding of staff and monitoring of Teamsters Union contract implementation.
- Continued preparation for Open Enrollment and Benefits Fair in October.
- Complete Dept. of Labor compliance items from the audit in July, due by October 6, 2025.
- Continue to work on recruitment for vacancies in Corrections and Dispatch.
- Schedule mandatory Fire Extinguisher training.
- Finalization of the cemetery maintenance vendor selection in September.
- Continued work with the Opioid Committee to support approved funding projects.
- Send reminder letters to TIF grants recipients to submit their completion reports or report updates depending on status of projects.

**PAM PRODAN, TREASURER – Report September 2, 2025, Franklin County Commissioners mtg.**

**Current cash and investment (CDARS) balances from trio-web.com Ledger Detail Report**

**General Fund Operating Cash \$2,343,180.93**

**General Fund Payroll Cash \$34,143.09**

**General Fund CDARS \$0.00**

**ARPA Fund Cash \$1,280,713.12**

**UT General Fund Cash \$2,360,845.25**

**UT General Fund CDARS \$0.00**

**UT TIF Fund Cash \$1,619,525.51**

**UT TIF CDARS: \$2,044,593.39**

**Interest rates**

General Fund Operating Cash 3.50% as of 6/30/2025 invested w/Intrafi Cash Service at Androscoggin Savings

ARPA Fund Cash 3.00% as of 6/30/2025 invested w/ Intrafi Cash Service at Franklin Savings

UT General Fund Cash 3.50% as of 6/30/2025 invested w/Intrafi Cash Service at Androscoggin Savings

UT TIF Fund Cash 3.50% as of 6/30/2025 invested w/Intrafi Cash Service at Androscoggin Savings

UT TIF CDARS: 3.85% as of 9/2/2025 invested at Androscoggin Savings

**Town Tax Payments**

County taxes are to be paid fifty percent (50%) on or before September 1, 2025, and fifty percent (50%) on or before February 1, 2026. Pursuant to 36 M.R.S.A. S 892-A, county taxes not paid prior to the 60<sup>th</sup> day after the date for payment are delinquent. Interest begins November 1, 2025, and April 1, 2026. A total of \$ 4,814,386.00 is due on or before September 1, 2025. As of the time of writing this report, 10 municipalities have made their first tax payments, totaling \$1,990,820.00.

**Warrants**

**AP Warrants for signatures 9/2/2025 (amounts not finalized at the time of this writing)**

AP County Warrant \$161,402.08

AP UT Warrant \$9,216.00

AP ARPA Warrant \$97,081.34

**Payroll Warrant \$231,407.93**

# **Franklin County Commissioners Meeting**

September 02, 2025

## **Unorganized Territory Road Supervisor Report**

### **Active/Open Items**

- Constituent follow-up
- Road, drainage, and bridge inventory.
- Fall 2025 crack sealing, pavement patching, road grading, mowing, and cemeteries

### **Road Inventory and 5-Year Planning**

- Inventorying road items (culverts, ditches, signage, spring/winter, etc.) continues slowly as monitoring bridge construction consumes much time.
- In order to more efficiently monitor and document roads, data collection and inventory will focus on roads in the worst condition requiring the most maintenance and likely candidates for 2026 construction season.
- Roads under consideration for 2026 include Baker Hill Road, Lovejoy Road, and Howard Road

### **Budget/Cost Items**

- 2025 Bridge Replacement
- 2026 Maintenance planning/forecasting
- 5-year planning priorities

### **Miscellaneous Items**

- Road Commissioner/Supervisor training and seminars
- Best Practices and Procedures for bridge cleaning and maintenance

### **Vehicle Maintenance**

- Regular service

### **Center Road Maintenance and Reconstruction**

- Work scheduled to begin September 02, 2025.
- Beech Hill culvert reinstallation is scheduled to be performed while Fenwick is performing work in the area.

### **Oberton Stream Bridge (Madrid)**

- Construction continues to go smoothly with Wyman and Simpson maintaining a safe construction site. Road detour signage has been improved to more clearly direct traffic.
- Bridge structure, concrete deck, guardrail, and riprap in place.
- Roadway approaches are being constructed.
- Pavement Scheduled for Wednesday September 03, 2025

### **Quick Stream Bridge**

- Jordan Excavation has done a good job maintaining erosion control measures.
- The temporary bridge has been removed and 1-lane traffic is allowed to pass every night.
- Affected property owners are using their own vehicles as needed.
- Concrete decking is installed and curbing has been formed and placed.
- All retaining wall block is in place, except for top caps which have been slow to arrive.
- New bridge approaches are being constructed and raised to meet new bridge deck elevation.

### **West Freeman Road**

- All contract ditching work has been completed.
- Additional work was performed with the installation of jute matt in ditch bottoms and riprap armoring in steep sloped ditches.
- All cross culvert installation is complete. During ditching activities, two previously unidentified metal culverts were discovered and replaced.
- Erosion control measures were installed as needed throughout ditching and culvert replacement activities.

Robert D. Lightbody

**Tax Increment Financing (TIF)  
Application for Funding**

**General Project Information**

Date: 6-25-2025

Project Title: Plog Emergency Watershed Protection Project

Organization: Franklin County

Type of Organization: Government

This project is being pursued by:

- ☐ A single business or organization  
☒ A collaboration including:

The United States Department of Agriculture, Natural Resources Conservation Services, the homeowner and Franklin County

One line description of your project:

The installation of Emergency Watershed Protection measures for the stabilization of the Sandy River stream bank to protect the property located at 2571 Rangeley Road, Madrid Township, Maine 04966.

Dollar amount requested: \$50,617.50

Total project budget: \$200,070

Unorganized Territory(ies) in which project will occur:

Madrid Township

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

The Natural Resources Conservation Service will be reaching out to the Army Corps of Engineering for permitting. The sponsor, Franklin County is responsible for securing at its own expense all Federal, State and local permits.

## Applicant Information

Legal name of organization: Franklin County

Mailing address: 120 County Way, Suite 4, Farmington, Maine 04938

Physical address: 120 County Way, Suite 4, Farmington, Maine 04938

Telephone: (207) 778-6614

Email: abernard@franklincountymaine.gov

Website:

Number of years business/agency has been in existence: 187

Federal Tax ID or EIN: 01-6000005

Name of Executive Director or President: Amy Bernard, Franklin County Administrator

Phone: (207) 778-6614

Email: abernard@franklincountymaine.gov

Number of paid staff related to the project (Note FT, PT, and/or seasonal):

Unknown

Number of volunteers related to the project: 0

Project start date: Summer, 2025

Project completion date: End Year 2025

A 200 word (maximum) description of your project:

The installation of Emergency Watershed Protection measures for the stabilization of the Sandy River stream bank to protect the property located at 2571 Rangeley Road, Madrid Township, Maine 04966. The scope of work consists of preparing the area for treatment, furnishing and placing seed, sprigs, mulch, fertilizer, inoculant, lime and other soil amendments, excavations of rock, construction of earth embankment, consist of the construction of rock riprap revetments and blankets, including filter or bedding and developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed. Please see the attached drawings and specifications provided by the NRCS.

## Plan for Evaluating Success of the Project

### Financial Sustainability Plan:

Funding request for the Sandy River Emergency Watershed Protection project for the stabilization of the Sandy River stream bank to protect the property located at 2571 Rangeley Road, Madrid Township, Maine 04966. The USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program – covers up to 75% of project costs. Franklin County as a sponsor for this project is to provide a 25% match. Franklin County as the Sponsor for the project with responsible for 30 years of maintenance of the project to include maintaining vegetative plantings and minor erosion and following riparian buffer best management practices, which if such damage occurs, Franklin County can react out to The USDA Natural Resources Conservation Service (NRCS) for financial assistance.

### Measurable Outcomes:


Funding would help prevent further loss of land or damage to structures located at 2571 Rangeley Road through the implementation of riverbank protection measures. a decrease in the risk of flood-related property damage by minimizing the riverbank failure during high-flow/flooding events.

### Potential Barriers to Success:

Severe weather, seasonal flooding or unstable soil conditions during the project could delay progress, limit access to the site or cause additional damage before work is complete. Long-term effectiveness of stabilization measures may be difficult to predict, especially if future storm intensity increases due to climate change.

### Signatures

Signature of President/CEO/Board President



Date:

7/1/2025

Print Name: Robert Carlton

Title: Franklin County Commissioner, Chair

### Fiscal Sponsor (If Applicable)

Signature of Fiscal Sponsor Organization:

Date:

Print Name:

Title:



## **Franklin County Tax Increment Financing (TIF) Application Checklist**

- ☐ Complete contact information
- ☐ For nonprofits, include 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
- ☐ The TIF Project Budget Excel sheet
- ☐ A cover letter from the leader of your organization
- ☐ If you have a fiscal sponsor, a letter from that sponsor
- ☐ Up to three letters of support (Optional)
- ☐ Signatures on application
- ☐ Remove and retain Appendix of the application before submittal

# **Appendix A: Guidelines and Considerations for Franklin County TIF District Funding Applications**

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

For questions and/or assistance preparing an application, contact the Administrator via email at [info@greaterfranklin.org](mailto:info@greaterfranklin.org)

**The Franklin County UT TIF 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 submitting an application. See below for details.**

## **Public Program:**

The Commissioners of Franklin County are entrusted by its citizens to be responsible stewards of the UT TIF program funds. Accountability and transparency are held in the highest regard. Applicants must be willing to make public all matters and materials provided as part of a UT TIF grant.

## **Eligibility to Apply:**

Key considerations for TIF grant award determinations include:

- **Project Location:**
  - The proposed activity must take place within the Unorganized Territories of Franklin County.
- **Opportunity for Economic Impact**
  - Projects intended to create and/or retain jobs in the region and more specifically in the UT are more likely to receive support through this program.
- **Level of Matching Funds Secured by Applicant**
  - Grant requests can range between \$5,000 and \$50,000
  - The County will give priority to those applicants who provide at least half (50%) of any cash match required by the grantor (sometimes referred to as a 1:1 match).
- **Collaborations/Partnerships**
  - Projects proposing collaboration with additional partners and shared risk may also be viewed more favorably.
- **Sustainability**
  - TIF grant funds are not intended to be utilized as a long-term subsidy. Applicants need to show a plan and trends toward becoming self-supporting.

**There is a total lifetime limit of \$100,000 per project.**

## **Eligible Project Categories:**

1. Scenic Byway (Improvements, Planning and Updates)
2. Tourism Branding and Marketing
3. Nature Based Tourism Plan
4. Unorganized Territories Employment and Training
5. Recreational Trail Improvements
6. GPS Plotline; Mapping of Trails

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

In keeping with the original intent of this program, project proposals which offer substantial capital investment and/or the strong potential for significant job creation within the Unorganized Territories 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 TIF Administrator to discuss prior to submitting an application. Awards and funding levels will be at the sole discretion of the County Commissioners.

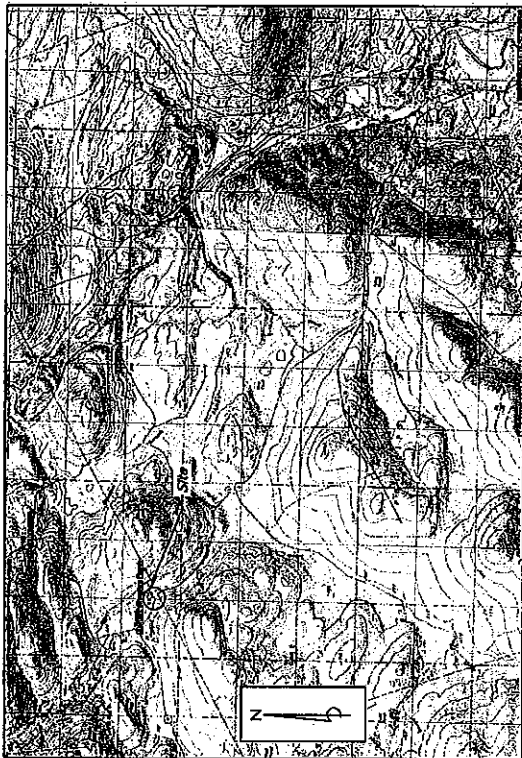
**Grantee Obligations:**

Successful applicants are not required to accept grant funds awarded to them. The county allows applicants up to six months from time of notice of award to accept that award. If the award is not accepted within that time frame, 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/special conditions agreement 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 TIF 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 at half way through (6 months) the grant period. The TIF 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.

**Final determination for distribution of any funds through the Franklin County Unorganized Territories Grant and Loan Program will be at the discretion of the County Commissioners.**



PROJECT LOCATION  
Madrid, Franklin County, ME

# Raymond Plog - Madrid, ME Stream Bank Stabilization Project: 23-02-5034-002

**Notice to Cooperators & Contractors Regarding Utilities**  
DIGSAFE FOR ME-MA-RI-VT 1-888-DIG-SAFE (1-888-344-7233)  
No representation is made by the USDA Natural Resource Conservation Service as to the existence or non-existence of Underground Hazards. Prior to the start of construction, the owner of the utilities must be notified of the pending construction. It is the Cooperator's responsibility to protect utilities during construction and the Cooperator will be liable for all damages resulting from construction.



## Construction Notes:

- A Pre-Construction Meeting between NRCS, Sponsor, & Contractor is required at least ONE WEEK prior to the commencement of construction.
- The contractor must provide a proposed sediment and erosion control plan to NRCS for approval prior to starting construction
- The sponsor is responsible for obtaining all regulatory permits and official project authorizations prior to construction.
- All O.S.H.A & other safety requirements shall be met during construction.
- Use Maine Department of Environmental Protection (DEP) Erosion and Sediment Best Management Practices (BMPs) during construction.

## Project Description:

- Stream bank stabilization with rip rap and plantings to protect the occupied house.

CIN	Job Class	Practice	Design Qty.	As-Built Qty.	Approved	Date

NRCS Point of Contact:  
Contact: Adam Cattrell  
State Conservation Engineer  
207-990-9555

	Signature Block	Date
Designed	A. Cattrell	5/25
Drawn	A. Cattrell	5/25
Checked	<i>llur</i>	6/25
Approved	ADAM CATTRELL	Digitally signed by ADAM CATTRELL Date: 2023.06.25 14:23:09W

Raymond Plog  
EWP Stream Bank Stabilization  
COVER

United States  
Department of  
Agriculture  
Natural Resources  
Conservation Service

File No.  
Drawing No.  
Sheet 1 of 6

Designed  
Drawn  
Checked  
Approved  
Franklin County, Maine  
Madrid

Date \_\_\_\_\_  
 Designed \_\_\_\_\_  
 Drawn \_\_\_\_\_  
 Checked \_\_\_\_\_  
 Approved \_\_\_\_\_  
 6/25  
 LLW  
 RJ BILS

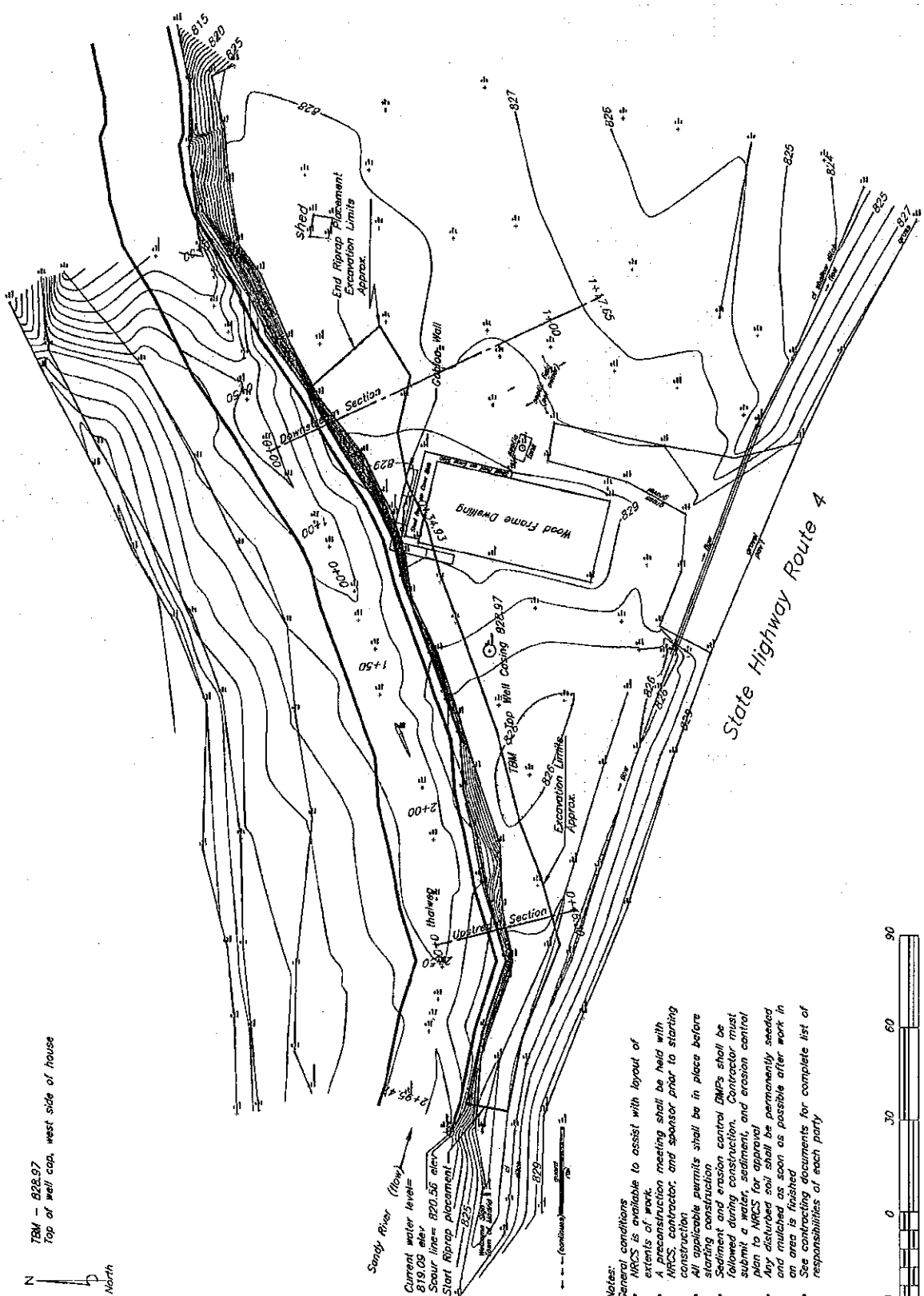
Town of Mohnd County, Franklin

# Raymond Plog EWP PLAN VIEW

United States  
 Department of  
 Agriculture  
 Natural Resources  
 Conservation Service

Map No. 2024-114  
 Mod # Topo-2024-114 dw

Drawing No. \_\_\_\_\_  
 6/18/25 8:00 AM  
 Sheet 2 of 5



- Notes:
- General conditions
  - MPCS is available to assist with layout of extents of work.
  - A preconstruction meeting shall be held with MPCS, contractor, and sponsor prior to starting construction.
  - All applicable permits shall be in place before starting construction.
  - Sediment and erosion control BMPs shall be followed during construction. Contractor must submit a water, sediment, and erosion control plan to MPCS for approval.
  - Any disturbed area shall be permanently seeded and mulched as soon as possible after work in an area is finished.
  - See contracting documents for complete list of responsibilities of each party.

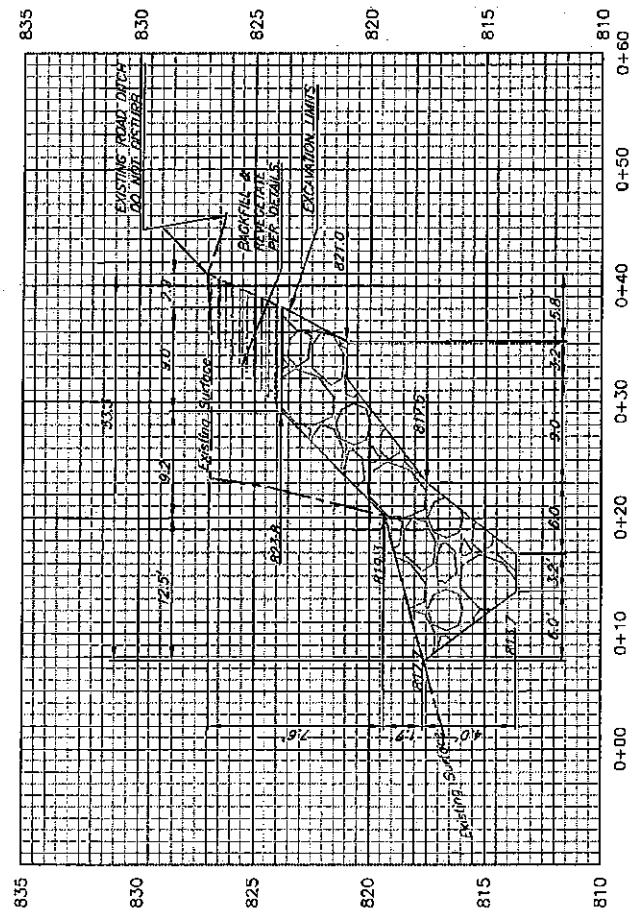


Date: 5/25  
 Drawn: LLW  
 Designed: AC  
 Checked: \_\_\_\_\_  
 Approved: \_\_\_\_\_

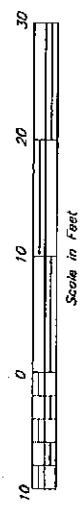
# Raymond Plog EWP Stream Bank Stabilization US PROFILE

United States  
 Department of  
 Agriculture  
 Natural Resources  
 Conservation Service

FIG. No. 2024-11  
 Modified: 10/25/2024  
 Drawing No. 11  
 11/18/25 2:22 PM  
 Sheet 3 of 6



Upstream Typical Section PROFILE  
 HORIZONTAL 1" = 10'  
 VERTICAL 1" = 5'

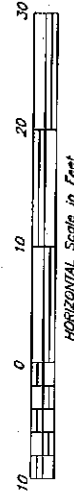
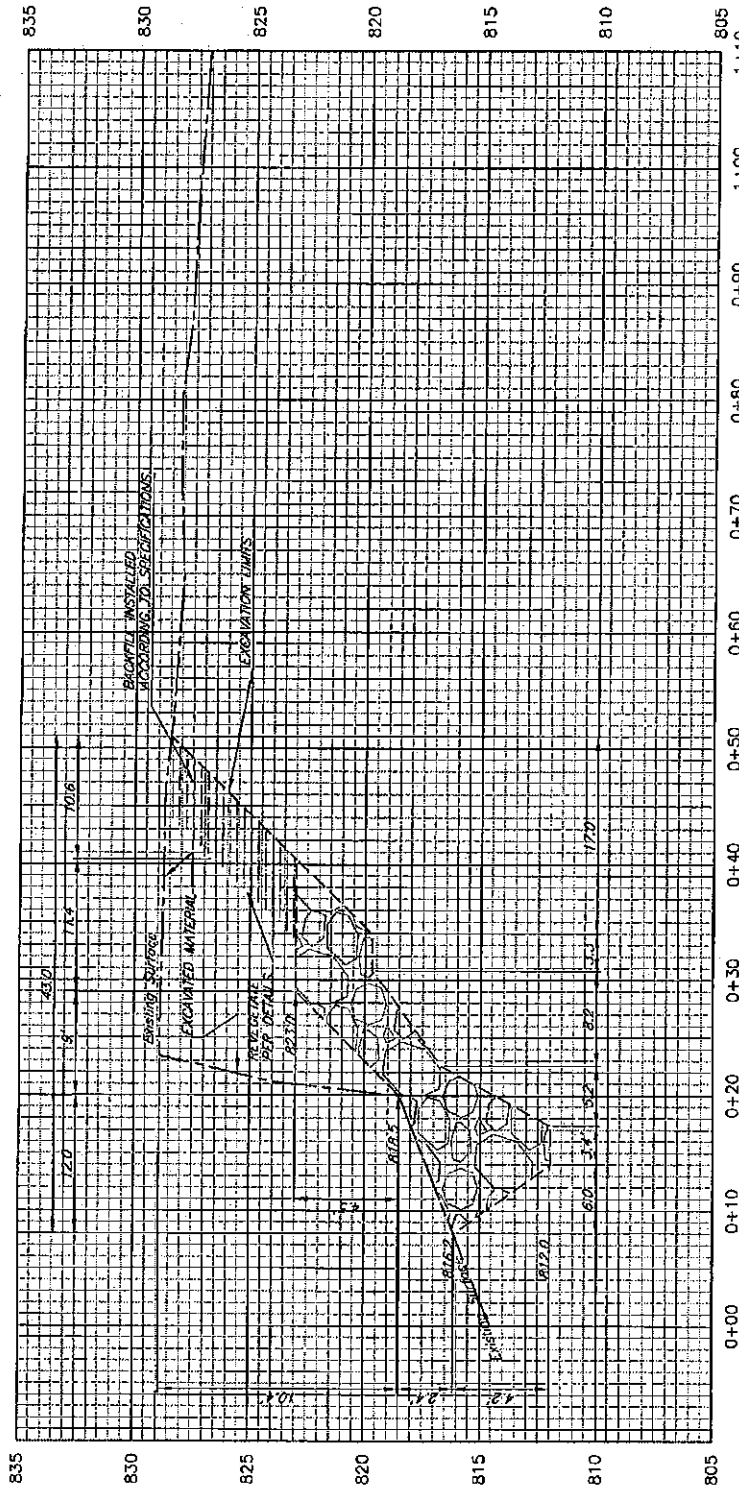


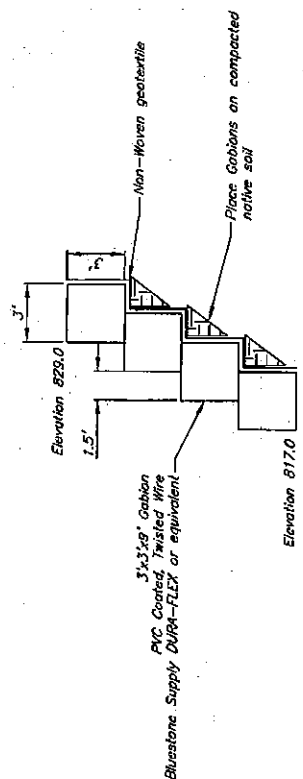
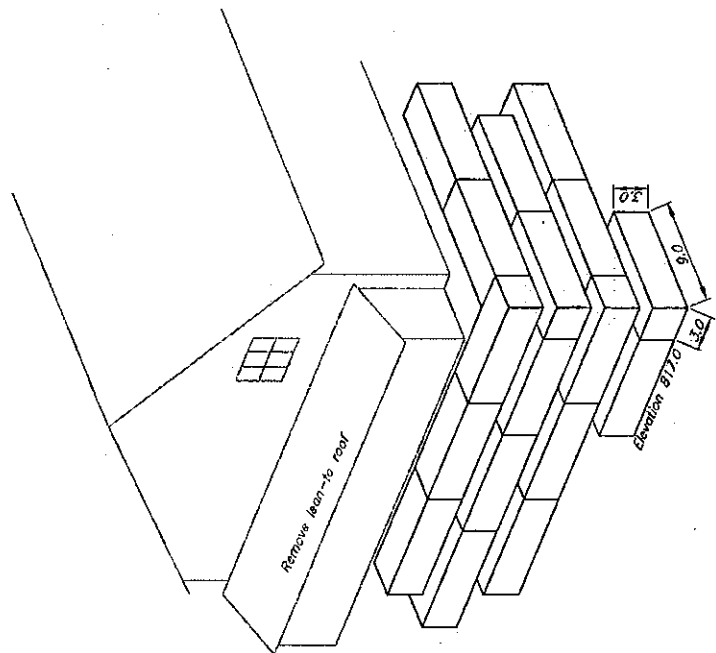
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 Approved: [ ]

Raymond Plog  
 EWP Stream Bank Stabilization  
 DS PROFILE

United States  
 Department of  
 Agriculture  
 Natural Resources  
 Conservation Service

Project No. 2024-11  
 Drawing No. 8/18/23 d03 PW  
 Sheet 4 of 6





Typical Section

- Notes:
- 17 Gabions 3x3x9, are required. About 55 cy of material is required for fill
  - Fill gabion baskets with rock sized to manufacturer's specifications
  - Use the wire or hog rings as specified to assemble gabions. Internal supports are critical
  - Tie baskets together at edges and corners to form a stable wall
  - Gabions must be filled in place
  - Use geotextile as specified to separate gabions from native soil
  - Use care when assembling, placing, and filling gabions to minimize damage to the coating



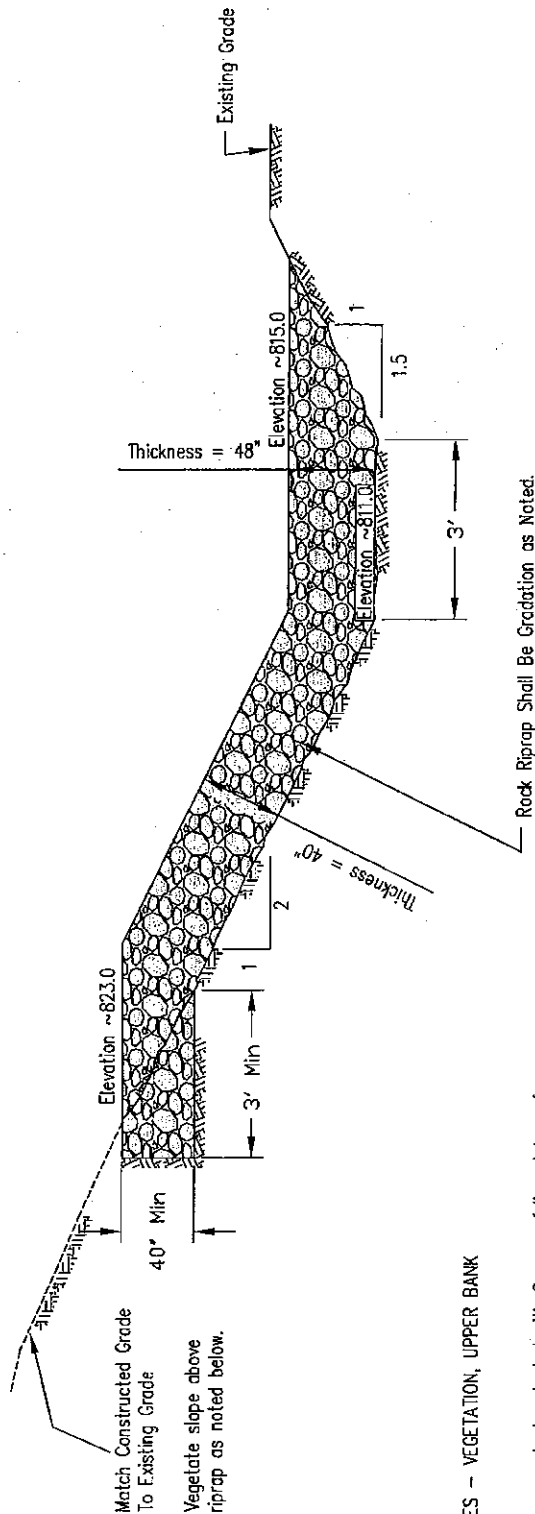
# ROCK RIPRAP GRADATION

20 Passing	Lower Bound Diameter (inches)	Upper Bound Diameter (inches)
100	22	34
75	20	30
60	18	26
50	17	24
40	16	22
30	14	20
20	12	18

- APPROXIMATELY 250 FEET OF BANK TO BE STABILIZED
- ROCK D50 = 20-INCH
- ROCK THICKNESS = 40 INCHES
- ROCK VOLUME (ESTIMATE) = 1125 CU YD

## NOTES:

1. Remove all woody debris and organic matter from scour.
2. Bank shaping and rock placement to be done during low water.
3. Shape bank to 2:1 minimum by removing over-hanging sod and soil.
4. Create a 40 inch deep cutoff of riprap at top edge of bank.
5. Place rock over non-woven geotextile
6. Place rock on slope as shown on Typical Cross Section.
7. The rock shall be compacted with the placement equipment to increase in-place density.
8. Blend top edge of rock with existing ground to allow surface runoff.
9. The complete job shall present a workmanlike finish.
10. There will be no tie-backs into the stream at the ends of the bank.



## NOTES - VEGETATION, UPPER BANK

- Sloped areas to be planted with 6 rows of live stakes of willows, alders, and dogwood at a 6 ft. staggered spacing.
- Flat areas to be planted with any of the following- red maple, silver maple, poplar, dogwood, alders, willow.
- Planting to be done when conducive for best catch.
- All work to be overseen by NRCS staff.

## TYPICAL SECTION NOT TO SCALE VIEW LOOKING UPSTREAM

Raymond Plog  
Streambank Stabilization EWP

United States  
Department of  
Agriculture  
Natural Resources  
Conservation Service

File No.  
Mod # 1890-2024 //

Drawing No.  
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Sheet 6 of 6

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## **Construction Specification 2 — Clearing and Grubbing**

**Title 210 – Engineering**

**Part 642 – Specifications for Construction Contracts**

**Subpart B – National Construction Specifications**

**June 2024**

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### **A. Scope**

1. The work consists of clearing and grubbing and disposal of trees, snags, logs, brush, stumps, shrubs, and rubbish from the designated areas.

### **B. Protection of Existing Vegetation**

1. Protect trees and other vegetation designated to remain undisturbed from damage throughout the duration of the construction period. Any damages resulting from the contractor's operations or neglect must be repaired by the contractor.
2. Earthfill, stockpiling of materials, vehicular parking, and excessive foot or vehicular traffic must not be allowed within the drip line of vegetation designated to remain in place. Vegetation damaged by any of these or similar actions must be replaced with viable vegetation of the same species, similar condition, and like size unless otherwise approved by the contracting officer.
3. Any cuts, skins, scrapes, or bruises to the bark of the vegetation must be carefully trimmed, and local nursery-accepted procedures must be used to seal damaged bark.
4. Any limbs or branches 0.5 inch or larger in diameter that are broken, severed, or otherwise seriously damaged during construction must be cut off at the base of the damaged limb or branch, flush with the adjacent limb or tree trunk. All roots 1 inch or larger in diameter that are cut, broken, or otherwise severed during construction operations must have the ends smoothly cut perpendicular to the root. Roots exposed during excavation or other operations must be covered with moist earth or backfilled as soon as possible to prevent the roots from drying out.

### **C. Marking**

1. The limits of the areas to be cleared and grubbed will be marked by stakes, flags, tree markings, or other suitable methods. Trees to be left standing and uninjured will be designated by special markings placed on the trunk about 6 feet above the ground surface.

### **D. Clearing and Grubbing**

1. Clear all trees not marked for preservation and all snags, logs, brush, stumps, shrubs, rubbish, and similar materials from within the limits of the designated areas. Unless otherwise specified, all stumps, roots, and root clusters that have a diameter of 1 inch or larger must be grubbed out to a depth of at least 2 feet below

the subgrade for concrete structures and 1 foot below the ground surface at embankment sites and other designated areas.

#### **E. Disposal**

1. Dispose of all materials cleared and grubbed from the designated areas at locations shown on the drawings or in a manner specified in Section G. The contractor is responsible for complying with all local rules and regulations and the payment of any fees that may result from disposal at locations away from the project site.

#### **F. Measurement and Payment**

##### **1. Method 1.**

- a. For items of work for which specific unit prices are established in the contract, the cleared and grubbed area is measured to the nearest 0.1 acre. Payment for clearing and grubbing is made for the total area within the designated limits at the contract unit price. Such payment will constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.

##### **2. Method 2.**

- a. For items of work for which specific unit prices are established in the contract, the length of the cleared and grubbed area is measured to the nearest full station (100 feet) along the line designated on the drawing or identified in the specifications. Payment for clearing and grubbing is made for the total length within the designated limits at the contract unit price. Such payment will constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.

##### **3. Method 3.**

- a. For items of work for which specific unit prices are established in the contract, each tree, stump, and snag having a diameter of 4 inches or larger and each log having a diameter of 4 inches or larger and a length of 10 feet are measured before removal. The size of each tree and snag is determined by measuring its trunk at breast height above the natural ground surface. The size of each log is determined by measuring the butt and measuring its length from butt to tip. The size of each stump is measured at the top. Diameter is determined by dividing the measured circumference by 3.14.
- b. Payment for clearing and grubbing each tree, stump, and snag having a diameter of 4 inches or larger and each log having a diameter of 4 inches or larger and a length of 10 feet or larger is made at the contract unit price for its size designation as determined by figure 2-1.

**Figure 2-1 Size Designation for Tree Removal**

Measured Diameter (in)	Size Designation (in)
4 to 8	6
8 to 12	10
12 to 24	18
24 to 36	30
36 to 60	48
Over 60	60

- c. The sum of such payments constitutes full compensation for clearing and grubbing (including the clearing and grubbing of smaller trees, stumps, snags, logs, brush, shrubs, and roots), applicable permits and associated fees, and rubbish removal. Such payment constitutes full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.
4. Method 4. For items of work for which specific lump-sum prices are established in the contract, payment for clearing and grubbing is made at the contract lump-sum price. Such payment constitutes full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work
5. All Methods. The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section G.

#### **G. Items of Work and Construction Details**

**Measurement and payment Method 4 will be used**

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## Construction Specification 5 — Pollution Control

Title 210 – Engineering

Part 642 – Specifications for Construction Contracts

Subpart B – National Construction Specifications

June 2024

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### A. Scope

1. The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.
2. The following BioPreferred® product categories are applicable to this specification:
  - a. Mulch and compost materials
  - b. Erosion control materials
  - c. Fertilizers
  - d. Dust suppressants
  - e. Agricultural spray adjuvants

### B. Material

1. Silt fence conform to the requirement of Materials Specification 592, Geotextile. All other material furnished meet the requirements of the material specifications listed in Section G of this specification.
2. Erosion and Sediment Control Measures and Works. The measures and works includes, but are not limited to, the following:
  - a. Staging of Earthwork Activities. Scheduling the excavation and moving of soil materials to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.
  - b. Seeding. Seeding to protect disturbed areas occur as soon as reasonably possible following completion of that earthwork activity.
  - c. Mulching. Mulching to provide temporary protection of the soil surface from erosion.
  - d. Diversions. Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. These are temporary and must be removed and the area restored to its near-original condition when the diversions are no longer required or when permanent measures are installed.
  - e. Stream Crossings. Culverts or bridges where equipment must cross streams. These are temporary must and be removed and the area restored to its near-original condition when the crossings are no longer required or when permanent measures are installed.
  - f. Sediment Basins. Sediment basins for collecting, settling, and eliminating sediment from eroding areas that impact properties and streams below the

construction sites. These basins are temporary and must be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

- g. Sediment Filters. Straw bale filters or geotextile sediment fences for trapping sediment from areas with limited runoff. Sediment filters must be properly anchored to prevent erosion under or around them. Silt fences must be installed and maintained in accordance with ASTM D6462. These filters are temporary and must be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
- h. Waterways. Waterways for the safe disposal of runoff from fields, diversions, and other structures or measures. These works are temporary and must be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
- i. Other. Additional protection measures as specified in Section G of this specification or required by the federal, state, or local government.

### C. Chemical Pollution

- 1. The contractor must provide watertight tanks or barrels or construct a sump sealed with plastic sheets to collect and temporarily contain chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer wash water, or asphalt, produced as a by-product from the construction activities. Dispose of pollutants in accordance with appropriate state and federal regulations. At the completion of the construction work, remove tanks, barrels, and sumps and restore the area to its original condition as specified in Section H of this specification. Sump removal must be conducted without causing pollution.
- 2. Sanitary facilities, such as chemical toilets, and septic tanks must not be located next to live streams, wells, or springs. They must be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities must be disposed of without causing pollution as specified in Section H of this specification.

### D. Air Pollution

- 1. The burning of brush or slash and the disposal of other materials must adhere to state and local regulations.
- 2. Fire prevention measures must be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards must be constructed and maintained at locations shown on the drawings.
- 3. All public access or haul roads used by the contractor during construction of the project must be sprinkled or otherwise treated to fully suppress dust. All dust control methods must ensure safe construction operations at all times. If chemical dust suppressants are applied, the material must be a commercially available product specifically designed for dust suppression, and the application must follow the manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures must be provided to the engineer 5 working days before the first application.

#### **E. Maintenance, Removal, and Restoration**

1. All pollution-control measures and temporary works must be adequately maintained in a functional condition for the duration of the construction period. Remove all temporary measures and restore the site to near-original condition.

#### **F. Measurement and Payment**

1. Method 1. For items of work for which specific unit prices are established in the contract, each item is measured to the nearest unit applicable. Payment for each item is made at the contract unit price for that item. For water or chemical suppressant items used for dust control for which items of work are established in Section H of this specification, measurement for payment will not include water or chemical suppressants that are used inappropriately or excessively. Such payment will constitute full compensation for the completion of the work.
2. Method 2. For items of work for which lump-sum prices are established in the contract, payment is made as the work proceeds and is supported by invoices presented by the contractor that reflect actual costs. If the total of all progress payments is less than the lump-sum contract price for this item, the balance remaining for this item will be included in the final contract payment. Payment of the lump-sum contract price will constitute full compensation for completion of the work.
3. Method 3. For items of work for which lump-sum prices are established in the contract, payment will be prorated and provided in equal amounts on each monthly progress payment estimate. The number of months used for prorating must be the number estimated to complete the work as outlined in the contractor's approved construction schedule. The final month's prorate amount will be provided with the final contract payment. Payment as described will constitute full compensation for completion of the work.
4. All Methods. The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items, and the items to which they are made subsidiary, are identified in Section H of this specification.

#### **G. Items of Work and Construction Details**

Measurement and payment will be based on Method 2 above.

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## **Construction Specification 8 — Mobilization and Demobilization**

**Title 210 – Engineering**

**Part 642 – Specifications for Construction Contracts**

**Subpart B – National Construction Specifications**

**June 2024**

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### **A. Scope**

1. The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

### **B. Equipment and Material**

1. Mobilization includes all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in Section D of this specification.
2. Demobilization includes all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.
3. This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

### **C. Payment**

1. Payment will be made as the work proceeds after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. When the total of such payments is less than the lump-sum contract price, the balance remaining will be included in the final contract payment. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for completion of the work.



2. Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

**D. Items of Work and Construction Details**

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## Construction Specification 21 — Excavation

Title 210 – Engineering

Part 642 – Specifications for Construction Contracts

Subpart B – National Construction Specifications

June 2024

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### A. Scope

1. The work consists of the excavation required by the drawings and specifications, as well as the disposal of the excavated materials.

### B. Classification

1. Excavation is classified as common excavation, rock excavation, or unclassified excavation in accordance with the following definitions.
2. Common excavation is defined as the excavation of all materials that (1) can be excavated, transported, and unloaded using heavy ripping equipment and wheel tractor-scrapers with pusher tractors or (2) can be excavated and dumped into place or loaded onto hauling equipment by excavators having a rated capacity of 1 cubic yard or larger and equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.
3. Rock excavation is defined as the excavation of all hard, compacted, or cemented materials that require blasting or the use of ripping and excavating equipment larger than defined for common excavation. The excavation and removal of isolated boulders or rock fragments larger than 1 cubic yard encountered in materials otherwise conforming to the definition of common excavation must be classified as rock excavation. The presence of isolated boulders or rock fragments larger than 1 cubic yard is not in itself sufficient cause to change the classification of the surrounding material.
  - a. For the purpose of these classifications, the following definitions apply:
    - (1) Heavy ripping equipment is a rear-mounted, heavy-duty, single-tooth, ripping attachment mounted on a track-type tractor having a power rating of at least 250-flywheel horsepower, unless otherwise specified in Section J.
    - (2) A wheel tractor-scraper is a self-loading (not elevating) and unloading scraper having a struck-bowl capacity of at least 12 cubic yards.
    - (3) A pusher tractor is a track-type tractor having a power rating of at least 250-flywheel horsepower equipped with appropriate attachments.

4. Unclassified excavation is defined as the excavation of all materials encountered, including rock materials, regardless of their nature or the manner in which they are removed.

### C. Blasting

1. The transportation, handling, storage, and use of dynamite and other explosives must be directed and supervised by someone of proven experience and ability who is authorized and qualified to conduct blasting operations.
2. Blasting must be done in a manner that prevents damage to the work or unnecessary fracturing of the underlying rock materials. It must conform to any special requirements in Section J of this specification. When specified in Section J, the contractor must furnish the engineer, in writing, a blasting plan before blasting operations begin.

### D. Use of Excavated Material

1. Method 1. To the extent they are needed, all suitable material from the specified excavations must be used in the construction of required permanent earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer. The contractor must not waste or otherwise dispose of suitable excavated material.
2. Method 2. Suitable material from the specified excavations may be used in the construction of required earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer.

### E. Disposal of Waste Materials

1. Method 1. All surplus or unsuitable excavated materials are designated as waste and must be disposed of at the locations shown on the drawings.
2. Method 2. All surplus or unsuitable excavated materials are designated as waste and disposed of by the contractor at chosen sites away from the site of the work. The disposal must be in an environmentally acceptable manner that does not violate local rules and regulations.

### F. Excavation Limits

3. Excavations must comply with the Occupational Safety and Health Administration Construction Industry Standards Subpart P, Excavations, Trenching, and Shoring (29 CFR pt. 1926). All excavations must be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations must be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work. Excavations outside the lines and limits shown on the drawings or specified herein are required to meet safety requirements and must be the responsibility of the contractor in constructing and maintaining a safe, stable excavation.

### G. Borrow Excavation

1. When the quantities of suitable material obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, obtain additional material from the designated borrow areas. The extent and depth of borrow pits within the limits of the designated borrow areas are as specified in Section J or as approved by the engineer.
2. Borrow pits must be excavated and finally dressed to blend with the existing topography. They are sloped to prevent ponding and to provide drainage.

#### **H. Over Excavation**

1. Correct excavation in rock beyond the specified lines and grades by filling the resulting voids with Portland Cement concrete. Materials and mix proportions must be approved by the engineer. Concrete that will be exposed to the atmosphere when construction is completed must meet the requirements of concrete selected for use under Construction Specification 31, Concrete for Major Structures, or 32, Structure Concrete, as appropriate.
2. Concrete that will be permanently covered must contain not less than five bags of cement per cubic yard. The concrete must be placed and cured as specified by the engineer.
3. Correct excavation in earth beyond the specified lines and grades by filling the resulting voids with approved compacted earthfill. The exception to this is that if the earth will become the subgrade for riprap, rockfill, sand or gravel bedding, or drainfill, the voids may be filled with material conforming to the specifications for the riprap, rockfill, bedding, or drainfill. Before correcting an over excavation condition, the contractor must review the planned corrective action with the engineer and obtain approval of the corrective measures.

#### **I. Measurement and Payment**

1. Unit Price Methods. For items of work for which specific unit prices are established in the contract, the volume of each type and class of excavation within the specified pay limits is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas or by methods outlined in Section J of this specification. Regardless of quantities excavated, the measurement for payment is made to the specified pay limits except when excavation outside the specified lines and grades directed by the engineer to remove unsuitable material is included. Excavation required because unsuitable conditions result from the contractor's improper construction operations, as determined by the engineer, is not included for measurement and payment.
2. Method 1. The pay limits are as designated on the drawings.
3. Method 2. The pay limits are defined as follows:
  - a. The upper limit is the original ground surface as it existed before the start of construction operations, unless excavation is performed within areas designated for previous excavation or earthfill; then the upper limit is the modified ground surface resulting from the specified previous excavation or earthfill.

- b. The lower and lateral limits are the neat lines and grades shown on the drawings.

**4. Method 3. The pay limits are defined as follows:**

- a. The upper limit is the original ground surface as it existed before the start of construction operations, unless excavation is performed within areas designated for previous excavation or earthfill; then the upper limit is the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower and lateral limits is the true surface of the completed excavation as directed by the engineer.

**5. Method 4. The pay limits are defined as follows:**

- a. The upper limit is the original ground surface as it existed before the start of construction operations, unless excavation is performed within areas designated for previous excavation or earthfill; then the upper limit is the modified ground surface resulting from the specified previous excavation or earthfill.
- b. The lower limit is at the bottom surface of the proposed structure.
- c. The lateral limits are 18 inches outside of the outside surface of the proposed structure or are the vertical planes 18 inches outside of and parallel to the footings, whichever gives the larger pay quantity, except as provided in paragraph d below.
- d. For trapezoidal channel linings or similar structures that are to be supported by the sides of the excavation without intervening forms, the lateral limits are at the underside of the proposed lining or structure.
- e. For the purposes of the definitions in paragraphs b, c, and d above, any specified bedding or drainfill directly beneath or beside the structure will be considered to be a part of the structure.

**6. All Methods. The following provisions apply to all methods of measurement and payment.**

- a. Payment for each type and class of excavation is made at the contract unit price for that type and class of excavation. Such payment will constitute full compensation for all labor, materials, equipment, and other items necessary and incidental to the performance of the work with the exception that extra payment for backfilling over excavation will be made in accordance with the following provisions.
- b. Payment for backfilling over excavation, as specified in Section H of this specification, is made only if the excavation outside specified lines and grades is directed by the engineer to remove unsuitable material and the unsuitable condition is not a result of the contractor's improper construction operations as determined by the engineer.
- c. Compensation for any item of work described in the contract but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section J of this specification.

## J. Items of Work and Construction Details

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## Construction Specification 25 — Rockfill

Title 210 – Engineering

Part 642 – Specifications for Construction Contracts

Subpart B – National Construction Specifications

June 2024

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### A. Scope

1. The work consists of the construction of rockfill zones of embankments and other rockfills required by the drawings and specifications, including bedding where specified.

### B. Material

1. Obtain material for rockfill and bedding from the specified sources unless otherwise specified in Section J of this specification. The material must be excavated, selected, processed, and handled as necessary to conform to the specified gradation requirements.

### C. Foundation Preparation

1. Strip foundations for rockfill to remove vegetation and other unsuitable material or excavate as specified.
2. Except as otherwise specified, grade earth foundation surfaces to remove surface irregularities and test pits or fill other cavities with compacted earthfill of approximately the same kind and density as the adjacent foundation material.
3. Clean rock foundation surfaces of all loose material not conforming to the specifications for the rockfill.
4. Prepare abutments for rockfill zones of embankments as specified above for foundations.
5. Do not place rockfill or bedding until the foundation preparation is completed and the foundation and excavations have been inspected and approved.

### D. Bedding

1. When a bedding layer beneath rockfill is specified, spread the bedding material uniformly on the prepared subgrade surfaces to the depth indicated. Compaction of the bedding material must be as specified in Section J of this specification.

### E. Placement

1. Method 1. The rock must be dumped and spread into position in approximately horizontal layers not to exceed 3 feet in thickness. It must be placed to produce a reasonably homogeneous, stable fill that contains no segregated pockets of large

or small fragments or large, unfilled spaces caused by bridging of the larger rock fragments.

2. Method 2. The rock must be dumped and spread into position in approximately horizontal layers not to exceed 3 feet in thickness. The rock must be placed so that the completed fill is graded with the smaller rock fragments placed in the inner portion of the embankment and the larger rock fragments placed on the outer slopes. Place rock to produce a stable fill that contains no large, unfilled spaces caused by bridging of the larger fraction.

#### F. Control of Moisture

1. Control the moisture content of rockfill material as specified in Section J of this specification. When the addition of water is required, apply it in a manner that avoids excessive wetting of adjacent earthfill. Except as specified in Section J of this specification, control of the moisture content is not required.
2. Control the moisture content of the bedding material to ensure that bulking of the sand materials does not occur during compaction operations.

#### G. Compaction of Rockfill

1. Compact rockfill as described below for the class of compaction specified or by an approved equivalent method.
  - a. Class I Compaction. Compact each layer of fill by at least four passes over the entire surface with a steel drum vibrating roller that weighs at least 5 tons and exerts a vertical vibrating force of not less than 20,000 pounds at a frequency not less than 1,200 times per minute.
  - b. Class II Compaction. Compact each layer of fill by at least four passes over the entire surface by a track of a crawler-type tractor weighing at least 20 tons.
  - c. Class III Compaction. No compaction is required beyond that resulting from the placing and spreading operations.
2. Heavy equipment must not be operated within 2 feet of any structure. Vibrating rollers must not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane, hoist, or similar equipment is not permitted.
3. When compaction other than Class III compaction is specified, rockfill placed in trenches or other locations inaccessible to heavy equipment must be compacted by manually controlled pneumatic or vibrating tampers or by equivalent methods approved by the engineer.

#### H. Compaction of Bedding

1. Compact bedding according to the following requirements for the class of compaction specified:
  - a. Class A Compaction. Compact each layer of bedding to a relative density of not less than 70 percent as determined by ASTM D4254.
  - b. Class I Compaction. Compact each layer of bedding by at least two passes over the entire surface with a steel drum vibrating roller weighing at least 5



tons and exerting a vertical vibrating force not less than 20,000 pounds at a frequency not less than 1,200 times per minute or by an approved equivalent method. A pass is defined as at least one passage of the roller wheel, track, tire, or drum over the entire surface of the bedding layer

- c. Class II Compaction. Compact each layer of bedding by one of the following methods or an equivalent method approved by the engineer.

- (1) At least two passes over the entire surface with a pneumatic, rubber-tired roller exerting a minimum pressure of 75 pounds per square inch. A pass is defined as at least one passage of the roller wheel, track, tire, or drum over the entire surface of the bedding layer.
- (2) At least four passes over the entire surface with the track of a crawler-type tractor weighing a minimum of 20 tons.
- (3) Controlled movement of the hauling equipment so that the entire surface is traversed by a minimum of one tread track of the loaded equipment.

- d. Class III Compaction. No compaction is required beyond that resulting from the placing and spreading operations.

- 2. Heavy equipment must not be operated within 2 feet of any structure. Vibrating rollers must not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane, hoist, or similar equipment is not permitted.
- 3. When compaction other than Class III is specified, bedding placed in trenches or other locations inaccessible to heavy equipment must be compacted by manually controlled pneumatic or vibrating tampers or by equivalent methods approved by the engineer.

#### **I. Measurement and Payment**

- 1. For items of work for which specific unit prices are established in the contract, the volume of each type of rockfill, including bedding, with the zone boundaries and limits specified on the drawings or established by the engineer, is measured and computed to the nearest cubic yard by the method of average cross-sectional end areas.
- 2. Payment for each type of rockfill is made at the contract unit price for that type of fill. Except as otherwise specified in Section J of this specification, such payment will constitute full compensation for all labor, equipment, material, and other items necessary and incidental to the performance of the work, including furnishing, placing, and compacting the bedding material.
- 3. Compensation for any type of work described in the contract but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section J of this specification.

#### **J. Items of Work and Construction Details**

Place rock by Method 2 listed above. Compact by class III as listed above.

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## Construction Specification 61 — Rock Riprap

Title 210 – Engineering

Part 642 – Specifications for Construction Contracts

Subpart B – National Construction Specifications

June 2024

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### A. Scope

1. The work consists of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

### B. Material

1. Rock riprap must conform to the requirements of Material Specification 523, Rock for Riprap, or, if so specified, must be obtained from designated sources. It must be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.
2. At least 30 days before rock is delivered from other than designated sources, the contractor must designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor must provide the responsible engineer free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock must be as specified in section H.
3. Rock from approved sources must be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.
4. Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are given in figure 61-1:

**Figure 61-1 Typical riprap size/weight relationship**

<b>Sieve Size of Rock</b>	<b>Approx. Weight of Rock</b>	<b>Weight of Test Pile</b>
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

5. When specified in section H or when it is necessary to verify the gradation of the rock riprap, a particle size analysis must be performed in accordance with ASTM D5519, Test Method A or B. The analysis must be performed at the worksite on a test pile of representative rock. The mass of the test pile must be at least 20 times the mass of the largest rock in the pile. The results of the test are compared to the gradation required for the project. Test pile results that do not meet the construction specifications must be cause for the rock to be rejected. The test pile that meets contract requirements must be left on the jobsite as a sample for visual comparison. The test pile must be used as part of the last rock riprap to be placed.

6. Filter or bedding aggregates, when required, must conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified. Geotextiles must conform to Material Specification 592, Geotextile.

#### **C. Subgrade preparation**

1. The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed must be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it must consist of approved material and conform to the requirements of the specified class of earthfill.
2. Rock riprap, filter, bedding, or geotextile must not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

#### **D. Equipment-placed rock riprap**

1. The rock riprap must be placed by equipment on the surface and to the depth specified. It must be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap must be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.
2. Rock riprap must be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

#### **E. Hand-placed rock riprap**

1. The rock riprap must be placed by hand on the surface and to the depth specified. It must be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks must be filled with smaller rocks and spalls. Smaller rocks must not be grouped as a substitute for larger rock. Flat slab rock must be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

#### **F. Filter or bedding**

1. When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material must be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material must be finished reasonably smooth and free of mounds, dips, or windrows.

#### **G. Measurement and payment**

1. Method 1.
  - a. For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is

computed to the nearest ton by actual weight. The volume of each type of filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas. For each load of rock riprap placed as specified, the contractor must furnish to the responsible engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

- b. Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

2. Method 2.

- a. For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor must furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor must furnish to the responsible engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.
- b. Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

3. Method 3.

- a. For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap and filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.
- b. Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

4. Method 4.

- a. For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap, including filter and bedding aggregate, is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.
- b. Payment is made at the contract unit price for each type of rock riprap, including filter and bedding. Such payment is considered full compensation for completion of the work.

5. Method 5.

- a. For items of work for which specific unit prices are established by the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. For each load of rock for riprap placed as specified, the contractor must furnish to the responsible

engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

- b. Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

6. Method 6.

- a. For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.
- b. Payment is made at the contract unit price for each type of rock riprap and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

7. All methods.

- a. The following provision applies to all methods of measurement and payment. Compensation for any item of work described in the contract but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section H.
- b. No separate payment is made for testing the gradation of the test pile. Compensation for testing is included in the appropriate bid item for riprap.

**H. Items of work and construction details**

Measurement and payment to be by Method 4 listed above

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## Construction Specification 64 — Gabions and Gabion Mattresses

Title 210 – Engineering

Part 642 – Specifications for Construction Contracts

Subpart B – National Construction Specifications

June 2024

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### A. Scope

1. The work consists of furnishing, assembling, and installing rock-filled wire-mesh gabions and gabion mattresses. Gabions are at least 12 inches high. Gabion mattresses are no more than 12 inches high.

### B. Material Types

1. Gabions and gabion mattresses consist of rectangular wire mesh formed containers filled with rock. Gabions must conform to one of the following types. The wire coating must be as specified in section G.
  - a. Twisted-mesh.
    - (1) Nonraveling, double twisted, hexagonal wire mesh consisting of two wires twisted together in two 180-degree turns. Twisted-mesh, fasteners, and stiffeners must conform to the requirements of ASTM A975.
    - (2) Lacing wire is the standard fastener for twisted-mesh gabions and gabion mattresses. Ring fasteners may be used and must be made of stainless steel. Ring fasteners must provide the minimum strength per lineal foot that is specified in ASTM A975 for gabions and gabion mattresses.
  - b. Welded mesh.
    - (1) Welded mesh with a uniform square or rectangular pattern and a resistance weld at each intersection. Welded mesh and stiffeners must conform to the requirements of ASTM A974 with the exception that welded-mesh may be delivered in component form, either rolled or stacked, for assembly at the jobsite.
    - (2) Spiral binders are the standard fastener for welded-mesh gabions and gabion mattresses. Spiral binders must conform to the requirements of ASTM A974. Alternate fasteners for use with welded-mesh gabions and gabion mattresses, such as ring fasteners or lacing wire, must be formed from wire meeting the same quality and coating thickness requirements as specified for the gabions and gabion mattresses. Ring fasteners must be made of stainless steel. Standard fasteners and alternate fasteners must provide the minimum strength per lineal foot that is specified in section G.
2. Rock must conform to the quality requirements in Material Specification 523, Rock for Riprap, unless otherwise specified in Section G. At least 85 percent of

the rock particles (by weight) must be within the predominant rock size range shown in figure 64.1.

**Figure 64.1 - Predominant Rock Size Range by Gabion Size**

<b>Gablon Basket or Mattress Height</b>	<b>Predominant Rock size (in)</b>	<b>Minimum Rock Dimension (in)</b>	<b>Maximum Rock Dimension (in)</b>
12-, 18-, or 36-inch basket	4 to 8	4	8
6-, 9-, or 12-inch mattress	3 to 6	3	6

3. At least 30 days before delivery to the site, the contractor must inform the engineer in writing of the source from which the rock will be obtained. The test data and other information by which the material was determined by the contractor to meet the requirements of this specification must be included. The contractor must provide the engineer free access to the source for the purpose of obtaining samples for testing and source approval.
4. Bedding or filter material, when specified, must meet the gradation shown on the plans or as specified in section G. The requirements of Material Specification 521, Aggregates for Drainfill and Filters. Geotextile, when specified, must conform to the requirements specified in section G and in Material Specification 592, Geotextile.

#### **C. Foundation Preparation**

1. The foundation on which the gabions and gabion mattresses are to be placed must be cut or filled and graded to the lines and grades shown on the drawings. Surface irregularities, loose material, vegetation, and all foreign matter must be removed from the foundation. When fill is required, it must consist of material conforming to the requirements specified in section G. Fill must be compacted as specified in section G. Gabions, gabion mattresses, and bedding or specified geotextiles may not be placed until the foundation preparation is completed, inspected by the responsible engineer, and verified by the engineer to meet the requirements of this specification.
2. Compaction of bedding or filter material is required as specified in section G. The surface of the finished material must be to grade and free of mounds, dips, or windrows. Geotextile must be installed in accordance with the requirements of Construction Specification 95.

#### **D. Assembly and Placement**

1. Where a gabion or gabion mattress unit must be modified, welded-mesh panels may be cut to fit. Twisted-mesh panels may be folded and neatly wired but must not be cut.
2. Assembly.
  - a. Use ring-type fasteners or lacing wire for the assembly and placement of twisted-mesh panels. Wrap the lacing wire with alternating single and double

half-hitches at 4- to 6-inch intervals and secure by tying a double half-hitch at each end. Use spiral or ring type fasteners for the assembly and placement of welded-mesh panels. Where spiral fasteners are used, crimp the ends to secure the spirals in place. Where ring type fasteners are used, install the fasteners at a maximum spacing of 6 inches.

- b. Interior diaphragms are required where any inside dimension exceeds 3 feet. Use the same type fasteners and fastening procedures to install interior diaphragms and lids as used in the panel assembly. Diaphragms are installed to ensure that no open intervals are present that exceed 3 feet.

### 3. Placement.

- a. Place the empty gabions or gabion mattresses on the foundation and use lacing wire to connect all adjacent gabions along the top, bottom, and vertical edges. Wrap the wire with alternating single and double half-hitches at 4- to 6-inch intervals. Unless otherwise specified in section G, lacing wire is the only fastener allowed for connecting twisted-mesh gabions. Welded-mesh gabions and gabion mattresses may be connected with spiral fasteners, ring-type fasteners, or lacing wire. Where spiral fasteners are used, crimp the ends to secure the spirals in place. Where ring-type fasteners are used, install the fasteners at a maximum spacing of 6 inches. Lacing wire may be used as needed to supplement the interconnection of welded mesh gabions and the closing of lids.
- b. Connect each layer of gabions and gabion mattresses to the underlying layer of gabions along the front, back, and sides. Stagger the vertical and horizontal joints between the gabions of adjacent rows and layers by at least one-fourth of a cell length.

## E. **Filling Operation**

### 1. Twisted-mesh.

- a. After adjacent empty twisted-mesh units are set to line and grade and common sides properly connected, they must be placed in straight line and stretched to remove any kinks from the mesh and gain a uniform alignment. Units may be staked to maintain the established proper alignment before the rock is placed. No stakes may be placed through geotextile material. Fasteners must be attached during the filling operation as needed to preserve the strength and shape of the structure.
- b. Internal connecting crosstie wires must be placed in each unrestrained gabion and gabion mattress unit of more than 18 inches in height, including units left temporarily unrestrained. Two internal connecting wires must be placed concurrently with rock placement at each 12-inch interval of depth. These crossties must be evenly spaced along the front face and connected to the back face. All crosstie wires must be looped around two mesh openings and each wire end must be secured by a minimum of five 180-degree twists around itself after looping.

### 2. Welded-mesh.



- a. Welded-mesh units do not require stretching. Units may be staked to maintain the established proper alignment before the rock is placed. No stakes may be placed through geotextile material. Fasteners must be attached during the filling operation as needed to preserve the strength and shape of the structure.
  - b. Internal crossties or stiffeners must be placed in each unrestrained gabion and gabion mattress unit of more than 18 inches in height, including units left temporarily unrestrained. Crossties or stiffeners must be placed concurrently with rock placement at each 12-inch interval of depth. They must be placed across the corners of the gabions (at 12 inches from the corners) providing diagonal bracing. Lacing wire or preformed hooked wire stiffeners may be used.
3. Twisted and welded-mesh.
  - a. The gabions and gabion mattresses must be carefully filled with rock in a manner that will ensure alignment, avoid bulges, and provide a compact mass that minimizes voids. Machine placement requires supplementing with hand work to ensure the desired results. The units or cells in any row must be filled in stages so that the depth of rock placed in any one cell does not exceed the depth of rock in any adjoining cell by more than 12 inches. Along the exposed faces, the outer layer of stone must be carefully placed and arranged by hand to ensure a neat, compact placement with a uniform appearance.
  - b. The last layer of rock must be uniformly leveled to the top edges of the cells. Lids must be stretched tight over the rock filling. The use of crowbars or other single point leverage bars for lid closing is prohibited as they may damage the baskets. The lid must be stretched until it meets the perimeter edges of the front and end panels. The gabion lid must then be secured to the sides, ends, and diaphragms with lacing wire, spiral binders, or approved alternate fasteners. Lacing wire must be wrapped with alternating single and double half-hitches at 4- to 6-inch intervals. Where spiral fasteners are used, crimp the ends to secure the spirals in place.
4. All Styles. Any damage to the wire or coatings during assembly, placement, and or filling must be repaired promptly in accordance with the manufacturer's recommendations or replaced with undamaged gabion basket materials.

#### F. Measurement and Payment

1. Method 1. For items of work for which specific unit prices are established in the contract, the volume of rock is measured within the neat lines of the gabion structure and computed to the nearest cubic yard. Payment for gabions is made at the contract unit price and includes the wire mesh and rock. Such payment is considered full compensation for all labor, material, equipment, and other items necessary and incidental to completion of the work.
2. Method 2. For items of work for which specific unit prices are established in the contract, the volume of the gabions is measured within the neat lines of the gabion structure and computed to the nearest cubic yard. Payment for the gabions is made at the contract unit price and includes the wire mesh, rock, and specified bedding material or geotextile. Such payment is considered full compensation for all labor,

material, equipment, and other items necessary and incidental to the completion of the work.

3. Method 3. For items of work for which specific unit prices are established in the contract, the surface area is measured within the neat lines of the gabion mattress structure and computed to the nearest square yard. Payment for the gabion mattress is made at the contract unit price and includes the wire mesh and rock. Such payment is considered full compensation for all labor, material, equipment, and other items necessary and incidental to the completion of the work.
4. Method 4. For items of work for which specific unit prices are established in the contract, the surface area is measured within the neat lines of the gabion mattress structure and computed to the nearest square yard. Payment for the gabion mattress is made at the contract unit price and includes the wire mesh, rock, and specified bedding material or geotextile. Such payment is considered full compensation for all labor, material, equipment, and other items necessary and incidental to the completion of the work.
5. All Methods. The following provisions apply to all methods of measurement and payment. Unless otherwise specified in section G, no deduction in volume is made for any void or embedded item (e.g., a pipe passing through a gabion wall). Compensation for any item of work described in the contract but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Each item and the items to which they are made subsidiary are identified in section G of this specification.

#### **G. Items of Work and Construction Details**

**Measurement and payment to be by Method 2 listed above.**

## **Appendix A**

### **Instructions for Use**

### **CS 64 — Gabions and Gabion Mattresses**

#### **A. Applicability**

1. Construction Specification 64 is applicable to the installation of wire mesh gabions and gabion mattresses, including bedding, filter, or geotextile where specified.

#### **B. Material Specifications**

1. The following material specifications complement Construction Specification 64:
  - a. 521, Aggregates for Drainfill and Filters
  - b. 523, Rock for Riprap
  - c. 592, Geotextile
2. Construction Specification 95, Geotextile, also complements this specification.

#### **C. Included Items**

1. Items to be included in contract specifications and drawings follow:
  - a. Complete drawings showing alignment, layout, size of gabions or gabion mattresses, interior support details, lacing, connecting or fastening plans as applicable, and any other related appurtenances or details.
  - b. The specific type of gabion constructed, twisted or welded mesh, if it is restricted to only one type. If either may be used, state that the gabions and gabion mattresses may be constructed of either twisted or welded mesh.
  - c. The class of wire, specified in section G. Gabions and gabion mattresses are classified in the applicable ASTM standard (A974 for welded-wire or A975 for twisted-wire) according to coating. For welded wire, specify coating style 1, 2, 3, or 4, and select style 5 if the wire is to be PVC-coated. For twisted wire, specify coating style 1, 2, 3, or 4. For example, "Welded wire shall be zinc-coated and coated with PVC (ASTM A974 Styles 1 and 5 or Styles 2 and 5). Twisted wire shall be zinc-coated and coated with PVC (ASTM A975 Style 3)." Zinc-coated wire with a PVC coating is adequate for most applications. For welded wire, there is a choice of wire that is coated before being welded into a fabric (Style 1) or wire that is coated after being welded into a fabric (Style 2). Either style is acceptable. Aluminum- and zinc-coated wire with no PVC coating has performed well in arid climates. Aluminum-mischmetal-alloy- (Zn-5Al-MM) coated wire should be specified for marine and other corrosive environments.
  - d. Specific requirements, such as coating color or non-standard wire size or mesh opening, as applicable.
  - e. Material and compaction requirements in section G, when fill is required. If material and compaction requirements are specified in Construction Specification 23, Earthfill, reference this specification in section G.

- f. Details of bedding, filter material, or geotextile including gradation for material, compaction requirements of material, class of geotextile, and any special requirements. Refer to the respective construction specifications as applicable. Both types of gabions perform best when placed on relatively smooth, unyielding foundations. A coarse aggregate or a stone leveling course can be successfully used under gabions to provide good support and grade control.
- g. Source of rock and prequalification of rock sources as appropriate.
- h. Rock size, if different from that specified in section B.
- i. Requirements for concrete cap, if applicable, including location and placement details. Include and refer to Construction Specifications 31, 32, or 33 as necessary.
- j. Rockfill and lid closure requirements for gabions placed on a slope to serve as a chute with flow down the top surface. These gabions must be filled as densely as possible to avoid movement and distortion during design flow events.
- k. The specified batter to the front face of vertical gabion walls. A minimum wall batter of 6 degrees is recommended (1 horizontal to 10 vertical). Where possible, design stepped-faced gabion walls instead of vertical-faced walls.
- l. Method of measurement and payment in section G.

#### **D. Methods**

##### **1. Section F, Measurement and Payment**

- a. Method 1. Use when payment is to be made for gabions or gabion mattresses and rock filler. Bedding, filter, or geotextile is to be paid under a separate item.
  - b. Method 2. Use when payment is made for gabions or gabion mattresses and rock filler, including the bedding or filter and geotextile. Include a description of the subsidiary items in section G of this specification and in the items of work and construction details of the appropriate companion construction specification.
  - c. Method 3. Use when payment is to be made for gabion mattresses and rock filler. Bedding, filter, or geotextile is to be paid under a separate item of work.
  - d. Method 4. Used when payment is made for completed gabion mattresses and rock filler, including the bedding or filter and geotextile. Include a description of the subsidiary items in section G and in the items of work and construction details of the appropriate companion construction specification.
2. When only one method is specified, delete from the last paragraph "All Methods. The following provisions apply to all methods of measurement and payment." Left-justify the remaining text.

#### **E. Items of Work and Construction Details**

- 1. Prepare and outline job-specific Items of Work and Construction Details in accordance with these instructions.

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## Construction Specification 95 — Geotextile

Title 210 – Engineering

Part 642 – Specifications for Construction Contracts

Subpart B – National Construction Specifications

June 2024

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### A. Scope

1. This work consists of furnishing all material, equipment, and labor necessary for the installation of geotextiles.

### B. Quality

1. Geotextiles must conform to the requirements of Material Specification 592 and this specification.

### C. Storage

1. Before use, store the geotextile in a clean, dry location out of direct sunlight, not subject to extremes of either hot or cold temperatures, and with the manufacturer's protective cover undisturbed. Receiving, storage, and handling at the jobsite must be in accordance with the requirements listed in ASTM D4873.

### D. Surface preparation

1. The surface on which the geotextile is to be placed must be graded to the neat lines and grades as shown on the drawings. The surface must be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions, and standing or flowing water (unless otherwise specified in section G of this specification).

### E. Placement

1. Before the geotextile is placed, the soil surface will be reviewed for quality assurance of the design and construction. Place the geotextile on the approved prepared surface at the locations and in accordance with the details shown on the drawings and specified in section G of this specification. It must be unrolled along the placement area and loosely laid, without stretching, in such a manner that it conforms to the surface irregularities when material or gabions are placed on or against it. The geotextile may be folded and overlapped to permit proper placement in designated areas.
2. Method 1.
  - a. Join the geotextile by machine sewing using thread material meeting the chemical requirements for the geotextile fibers or yarn. Thread must be polypropylene, polyester, or Kevlar™ aramid thread unless a specific thread type is specified. The thread must consist of two parallel stitched rows at a

spacing of about 1 inch and must not cross (except for any required re-stitching). The stitching must be a lock-type stitch. Each row of stitching must be located a minimum of 2 inches from the geotextile edge. Unless otherwise specified, the seam tensile strength as measured according to ASTM D4884 must be a minimum of 90 percent of the geotextile tensile strength in the weakest principal direction as measured according to ASTM D4632.

- b. The geotextile must be temporarily secured during placement of overlying material to prevent slippage, folding, wrinkling, or other displacement of the geotextile. Unless otherwise specified, methods of securing must not cause punctures, tears, or other openings to be formed in the geotextile.

3. Method 2.

- a. Join the geotextile by overlapping a minimum of 18 inches (unless otherwise specified) and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, must be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins must be steel or fiberglass formed as a U, L, or T shape or must contain ears to prevent total penetration through the geotextile. Provide steel washers on all but the U-shaped pins. The upstream or upslope geotextile must overlap the abutting downslope geotextile. At vertical laps, securing pins must be inserted through the bottom layers along a line through approximately the midpoint of the overlap. At horizontal laps and across slope laps, securing must be inserted through the bottom layer only. Securing pins must be placed along a line about 2 inches in from the edge of the placed geotextile at intervals not to exceed 12 feet unless otherwise specified. Install additional pins as necessary and where appropriate to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to remain in place unless otherwise specified.
- b. Should the geotextile be torn or punctured or the overlaps or sewn joint disturbed as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area must be removed and restored to the original approved condition. The repair must consist of a patch of the same type of geotextile being used and overlaying the existing geotextile. When the geotextile seams are required to be sewn, extend the overlay patch a minimum of 1 foot beyond the edge of any damaged area and join by sewing as required for the original geotextile except that the sewing must be a minimum of 6 inches from the edge of the damaged geotextile. Geotextile panels joined by overlap must have the patch extend a minimum of 2 feet from the edge of any damaged area.

4. Place geotextile in accordance with the following applicable specification according to the use indicated in section G:

- a. Slope protection. The geotextile must not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case may material be dropped on uncovered geotextile from a height of more than 3 feet.

- b. Subsurface drains. The geotextile must not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material must be placed in a manner that prevents damage to the geotextile. In no case may material be dropped on uncovered geotextile from a height of more than 5 feet.
- c. Road stabilization. The geotextile must be unrolled in a direction parallel to the roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case may material be dropped on uncovered geotextile from a height of more than 5 feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing must be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they must be removed before the permanent covering material is placed.

#### **F. Measurement and payment**

1. Method 1. For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed within the specified limits is determined to the nearest specified unit by measurements of the covered surfaces only, disregarding that required for anchorage, seams, and overlaps. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.
2. Method 2. For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed with the specified limits is determined to the nearest specified unit by computing the area of the actual roll size or partial roll size installed. The computed area will include the amount required for overlap, seams, and anchorage as specified. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.
3. Method 3. For items of work for which specific lump sum prices are established in the contract, the quantity of geotextile is not measured for payment. Payment for geotextiles is made at the contract lump sum price and constitutes full compensation for the completion of the work.
4. All Methods. The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section G of this specification.

#### **G. Items of work and construction details**

Measurement and payment by Method 1 above

## Part 642 – Specifications

### Chapter 3 – National Standard Material Specifications

#### Material Specification 523—Rock for Riprap

##### A. Scope

This specification covers the quality of rock to be used in the construction of rock riprap.

##### B. Quality

- (1) Individual rock fragments must be dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, the rock fragments must be angular to subrounded. The least dimension of an individual rock fragment must be not less than one-third the greatest dimension of the fragment. ASTM D4992 provides guidance on selecting rock from a source.
- (2) Except as otherwise provided, the rock must be tested and must have the following properties:
  - (i) Rock type 1
    - Bulk specific gravity (saturated surface-dry basis)—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
    - Absorption—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
    - Soundness—The weight loss in 5 cycles must not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.
  - (ii) Rock type 2
    - Bulk specific gravity (saturated surface-dry basis)—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
    - Absorption—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
    - Soundness—The weight loss in 5 cycles must be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.
  - (iii) Rock type 3
    - Bulk specific gravity (saturated surface-dry basis)—Not less than 2.3 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
    - Absorption—Not more than 4 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
    - Soundness—The weight loss in 5 cycles must be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

##### C. Methods of Soundness Testing

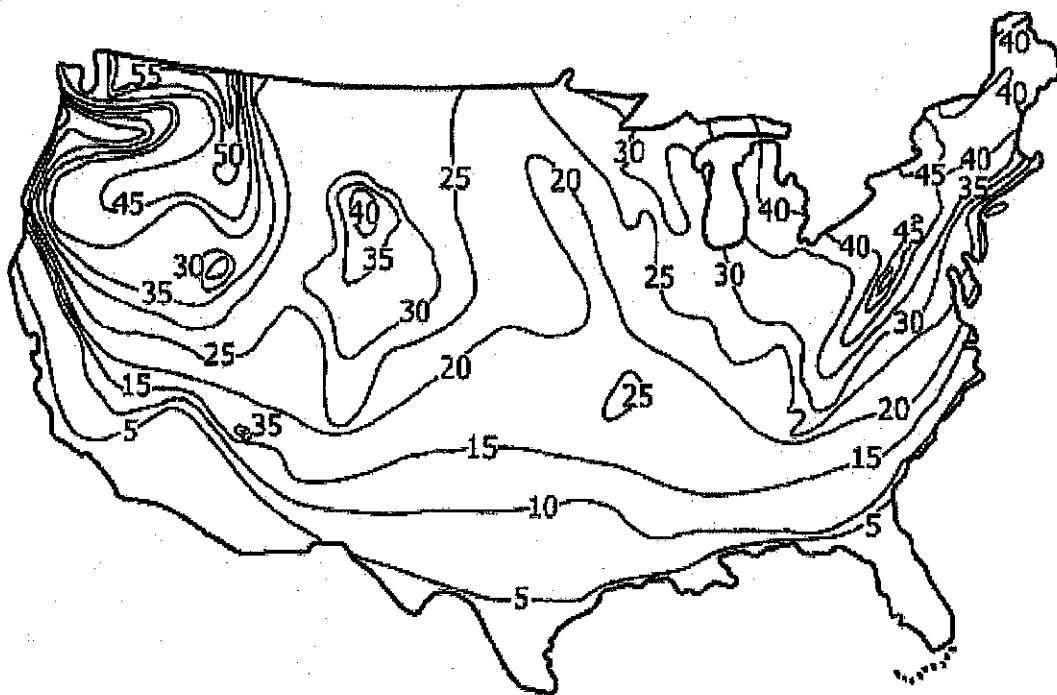
- (1) Rock cube soundness—
  - (i) The sodium or magnesium sulfate soundness test for all rock types (1, 2, or 3) must be performed on a test sample of  $5,000 \pm 300$  grams of rock fragments, reasonably uniform in size and cubical in shape, and weighing, after sampling, about 100 grams each. They must be obtained from rock samples that are representative of the total rock mass, as noted in ASTM D4992, and that have been sawed into slabs as described in ASTM



D5121. The samples must further be reduced in size by sawing the slabs into cubical blocks. The thickness of the slabs and the size of the sawed fragments must be determined by the size of the available test apparatus and as necessary to provide, after sawing, the approximate 100-gram samples. The cubes must undergo five cycles of soundness testing in accordance with ASTM C88.

- (ii) Internal defects may cause some of the cubes to break during the sawing process or during the initial soaking period. Do not test any of the cubes that break during this preparatory process. Such breakage, including an approximation of the percentage of cubes that break, must be noted in the test report.
  - (iii) After the sample has been dried following completion of the final test cycle and washed to remove the sodium sulfate or magnesium sulfate, the loss of weight must be determined by subtracting from the original weight of the sample the final weight of all fragments that have not broken into three or more fragments.
  - (iv) The test report must show the percentage loss of the weight and the results of the qualitative examination.
- (2) Rock slab soundness—
- (i) When specified, the rock must also be tested in accordance with ASTM D5240. Deterioration of more than 25 percent of the number of blocks must be cause for rejection of rock from this source. Rock must also meet the requirements for average percent weight loss stated below.
  - (ii) For projects located north of the Number 20 Freeze-Thaw Severity Index Isoline (fig. 523-1 below), unless otherwise specified, the average percent weight loss for Rock Type 1 must not exceed 20 percent when sodium sulfate is used or 25 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss must not exceed 25 percent for sodium sulfate soundness or 30 percent for magnesium sulfate soundness.
  - (iii) For projects located south of the Number 20 Freeze-Thaw Severity Index Isoline, unless otherwise specified, the average percent weight loss for Rock Type 1 must not exceed 30 percent when sodium sulfate is used or 38 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss must not exceed 38 percent for sodium sulfate soundness or 45 percent for magnesium sulfate soundness.

Figure 523-1 Isoline Map of the Freeze-Thaw Severity Index for Contiguous 48 United States (map is from ASTM D5312)



#### D. Field Durability Inspection

- (1) Rock that fails to meet the material requirements stated above (if specified), may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.
- (2) A rock source may be rejected if the rock from that source deteriorates in less than 5 years under similar use and exposure conditions expected for the rock to be installed under this specification, even though it meets the testing requirements stated above.
- (3) Deterioration is defined as the loss of more than one-quarter of the original rock volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the pieces must be cause for rejection of rock from the source.

#### E. Grading

The rock must conform to the specified grading limits after it has been placed within the matrix of the rock riprap. Grading tests must be performed, as necessary, according to ASTM D5519, Method A, B, or C, as applicable.

## Jamie Sullivan

---

**From:** David Rackliffe  
**Sent:** Monday, August 18, 2025 10:03 AM  
**To:** Jamie Sullivan  
**Cc:** Scott R. Nichols; Steve Lowell  
**Subject:** Capital Equipment

Jamie,

For the September 2<sup>nd</sup> Commissioner's meeting, I have provided you with three estimates to replace SIX (6) of the patrol mobile computers in the cruisers. Two of these have failed in the past month and cannot be repaired. I would like to replace six this year (we have a total of 14 in service). These mobile laptops are imperative for deputies to be able to function and complete their work.

I would also like to replace FOUR (4) of the Thermal monoculars we have and have provided you with three estimates for these as well. These provide deputies with the ability to see people/heat signatures at night and in dark places. These are starting to fail and we have discovered that the batteries are not replaceable. These are important pieces of equipment for deputies to have.

I would like to request that the funds to replace these items be approved from the Capital Equipment account that was established several years ago for just this purpose.

Kind Regards,

David



**Lieutenant David Rackliffe**  
**Franklin County Sheriff's Office**  
**120 County Way, Suite One**  
**Farmington, ME 04938**

(207) 778-2680 Office  
(207) 778-9064 Fax

Foertsch Holdings Inc  
101 North Plains Industrial Rd  
Bldg 2  
Wallingford, CT 06492  
(203) 284-5200

EXPIRATION DATE: 9/12/2025

**Order Number:** 0110935  
**Order Date:** 8/13/2025  
**Salesperson:** 0029/ Ron Brodeur  
**Salesperson Email:** rbrodeur@telrepco.com  
**Customer Number:** 0010356

<b>Sold To:</b>	<b>Ship To:</b>
-----------------	-----------------

Franklin County Sheriff  
123 County Way  
Attn: Accts Payable  
Farmington, ME 04938

Franklin County Sheriff  
123 County Way  
Attn: Lt. David Rackliff  
Farmington, ME 04938

**Confirm To:**  
David Rackliffe

FZ-55 MK3 New-MDT Refresh

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND		Net 30 Days

Item Code	Unit	Ordered	Price	Amount
FZ-55J2601BM	EA	6	2,599.00	15,594.00
<b>Whse: 000</b> WIN11 PRO, INTEL CORE I5-1345U VPRO (UP TO 4.7GHZ), AMT, 14.0 FHD 1000 NIT GLOVED MULTI TOUCH, 16GB, INTEL UHD, 512GB OPAL SSD, INTEL WI-FI 6E, BLUETOOTH, MIC AND INFRARED 2MP WEBCAM, STANDARD BATTERY, TPM 2.0, EMISSIVE BACKLIT KEYBOARD, FLAT- STANDARD 3YR PANASONIC MFG WARRANTY *Unit price reflects qty discount from Panasonic				
CF-SVCLTNF3YR	EA	6	285.00	1,710.00
<b>Whse: 000</b> PANASONIC PROTECTION PLUS WARRANTY PANASONIC LAPTOP PC-YRS 1, 2&3 *Warranty Uplift from Panasonic Std Preferred Warranty **Must ordered with FZ-55 Toughbook at time of sale				
HA-55LVDO	EA	6	715.00	4,290.00
<b>Whse: 000</b> HAVIS DOCKING STATION FOR PANASONICS TOUGHBOOK 54 AND 55 RUGGED LAPTOP ***** Connectivity includes: fully-powered USB 3.0 (2), Ethernet: RJ45 Ethernet (1), serial: DB9 (9-Pin) connection (1), video: VGA (1), HDMI (1), input voltage: 15.6V DC No RF Pass Through				
CF-LNDDC120HW	EA	6	165.00	990.00
<b>Whse: 000</b> Lind 120 Watt 12-32 Volt Input Car Adapter for ToughBooks for Hardwired Installations (bare wire)				
CF-LNDBRK120	EA	6	15.00	90.00
<b>Whse: 000</b> Lind Mounting Bracket for CF-LNDDC120 series				

Lead-Time: Allow 2-3 weeks upon receipt of order

Ship Via: Ground - PrePay & Add

Payment: Telrepco accepts purchase order - Terms N/30

Net Order: 22,674.00

Freight: 95.00

Sales Tax: 0.00

**Order Total** 22,769.00

ACCEPTED BY & DATE

This Order/ Quote is subject to our durable Terms & Conditions, previously  
acknowledged by you.

**0110935**

**Franklin County SO - Computers / Docks****Quote #068376 v1**

Prepared by:

**ME - Levant**Jeffery Coon  
3454 Union St  
Levant, ME 04456P: (207) 814-9613  
E: jcoon@itsg.us.com

Bill to:

**Franklin County Sheriff's Office -  
Maine**David Rackcliffe  
123 County Way  
Farmington, ME 04938P: +12074914911  
E:  
DRackcliffe@franklincountymaine.gov

Ship to:

**Franklin County Sheriff's Office -  
Maine**David Rackcliffe  
123 County Way  
Farmington, ME 04938P: +12074914911  
E:  
DRackcliffe@franklincountymaine.gov  
v

Date Issued:

**08.17.2025**

Expires:

**10.16.2025**

Contract #:

Products		Price	Qty	Ext. Price
ST272ADASDXX	<b>S410G5 - Intel Core i5-1340P Processor, 14 + Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM + TAA, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD + Touchscreen + Stylus), US KBD + US Power Cord, Membrane Backlit Ke</b>	\$2,122.71	6	\$12,736.26
GE-SVSRNFW3Y	<b>( BUMPER TO BUMPER )- SEMI-RUG LAPTOP (YEAR 1,2 &amp; 3)</b>	\$329.20	6	\$1,975.20
PKG-DS-GTC-617-BW	<b>Havis Package - Docking Station For Getac S410 Notebook with External Power Supply with Bare Wire, Power Supply Mounting Bracket &amp; Screen Support</b>	\$862.09	6	\$5,172.54
EP5-GTC-617-BW	<b>5-Year Enhanced Protection Plan For DS-GTC-617-BW</b>	\$197.78	6	\$1,186.68
Subtotal:				<b>\$21,070.68</b>

Installation		Price	Qty	Ext. Price
Vehicle-Upfit-Labor Rate	<b>Hourly Labor Rate For Vehicle Upfit</b>	\$282.04	6	\$1,692.24
Subtotal:				<b>\$1,692.24</b>

ITS Shipping		Price	Qty	Ext. Price
Shipping	<b>Shipping all products</b>	\$275.00	1	\$275.00
Subtotal:				<b>\$275.00</b>

Quote Summary	Amount
Products	\$21,070.68
Installation	\$1,692.24
Subtotal:	<b>\$22,762.92</b>
Shipping:	<b>\$275.00</b>
Total:	<b>\$23,037.92</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC &amp; GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.

A 3% PROCESSING FEE WILL BE ADDED TO ALL INVOICES PAID BY CREDIT CARD.



Acceptance

ME - Levant

Franklin County Sheriff's Office - Maine

Jeffery Coon

Signature / Name

08/17/2025

Date

Signature / Name

Initials

Date



WE DON'T DO FRAGILE!

## Sales Quote

Franklin County Sheriffs Office (ME) (#C63765)

Quote #	Date	Quote Valid Until	Terms	Ref	State Contract	Contract Number
Q-25651	8/14/2025, 12:32 PM	9/13/2025	Net 30	RD Q-25651		

### Account Specialist

Alexandra Rapp  
alexandra.rapp@ruggeddepot.com  
p: 888-337-3007  
f: 281-259-6615

### Billing

Franklin County Sheriffs Office (ME)  
Jake Nichols  
140 Main St  
140 Main St Farmington, ME 04938  
US  
207-305-7118

### Shipping

Franklin County Sheriffs Office (ME)  
Jake Nichols  
140 Main St  
Farmington, ME 04938  
US

Panasonic Toughbooks

Currently In Stock  
Ships within 5 to 7 business days

Item Code	Details	Qty	Unit Price	Extended
FZ-55J2601BM	Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	6.00	\$2,665.00	\$15,990.00
CF-LNDDC120HW	Lind 120 Watt 12-32 Volt Input Car Adapter for ToughBooks for Hardwired Installations (bare wire)	6.00	\$160.00	\$960.00
Protection Plus 3 Year	PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2 and 3)	6.00	\$275.00	\$1,650.00
Panasonic Toughbooks TOTAL:				\$18,600.00

Group2

Item Code	Details	Qty	Unit Price	Extended
HA-55LVD0	Havis Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2), Serial, LAN, HDMI, VGA.	6.00	\$745.00	\$4,470.00
Group2 TOTAL:				\$4,470.00

Freight	\$265.11
Freight Type	Best Way
Estimated Sales Tax	\$1,268.85
Total	\$24,603.96

**Important Tariff Notice**

Due to the evolving tariff landscape, manufacturer-imposed tariff surcharges may impact quoted prices without notice. In some cases, we are not made aware of new surcharges until the order is placed. If that happens, we will notify you promptly and help determine appropriate next steps.

Orders placed before tariffs take effect will be honored at the quoted price whenever possible, even if delivery is later. We are actively monitoring the situation and doing everything possible to protect our customers from unexpected costs. Please reach out with any questions.



This document is not an Order unless signed. Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a signed copy of this sales quote. No sales order can be generated without a written, detailed purchase order or a signed copy of this sales quote in place of a purchase order. This document, when signed, is an official Purchase Order.

Account Franklin County Sheriffs Office (ME) Quote # Q-25651

Quote Total \$24,603.96 Quote Valid Until 9/13/2025

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Purchase Order # \_\_\_\_\_ Terms \_\_\_\_\_

Billing Contact Name \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

**Terms & Conditions**

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- Rugged Solutions America LLC reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold "AS IS"
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Rugged Solutions America LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk
- All product and services on this invoice will remain the property of Rugged Solutions America LLC and will be fully encumbered until full payment has been remitted
- Terms orders are based on payment being made via Check, ACH, or Wire. If a Credit Card is presented as payment for a Net Terms Invoice, an administrative fee of 3.5% plus \$25 will be added to the corrected invoice.

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Calculated at Checkout

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Total Discounts

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Free Shipping \$99+

Estimated Tax

Calculated at Checkout

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each \$2,395.00

Ocean Scout Pro Thermal Monocular

Model #21462122

Mfg #15002-0202

— 4 +



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Shipping

Get it by Sep 08

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FLIR Ocean Scout Pro  
Handheld Thermal Night  
Vision Camera - 15002-0202  
(#1846986)

Order Now! Ship or Pickup: 2 to 3 days

4 × \$2,395.00  
= **\$9,580.00**

Subtotal \$9,580.00

Shipping & Handling: \$0.00

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[Have a gift card?](#)

**Grand Total: \$9,580.00**

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United States



Please select a state



Zip Code



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[Show shipping options](#)

3 quotes needed

Susan A. Pratt  
PO Box 132  
Strong, ME 04983

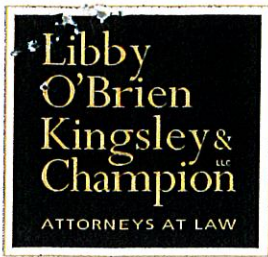
### **Proposal for Opioid Committee Facilitator**

As the facilitator of the Opioid Committee, I will perform the following functions:

1. Schedule meetings of the Committee
2. Record and manage minutes from Opioid Committee meetings
3. Communicate with the Committee Members about meetings, applications, finances, other pertinent information.
4. Copy all meeting materials as needed using the County owned copier.
5. Review and manage applications for funding
6. Perform communication with applicants both in writing and via email.
7. Manage contacts with accepted applicants
8. Manage interim and final reporting from accepted applicants
9. Other duties related to the committee's work

I will record my actual time performing these duties and will be paid on a per hourly basis using a timesheet for this specific work. My rate would be the same as my current hourly rate of pay. I anticipate an average of only a few hours per week with quarterly reviews taking more time.





Gene R. Libby, Esq.  
[glibby@lokllc.com](mailto:glibby@lokllc.com)

July 28, 2025

**CONFIDENTIAL ATTORNEY / CLIENT COMMUNICATION**

**BY EMAIL and Regular U.S. Mail:**

**[bcarlton@franklincountymaine.gov](mailto:bcarlton@franklincountymaine.gov)**

Bob Carlton, Chair  
Franklin County Commissioners  
120 County Way, Suite 4  
Farmington, ME 04938

Re: FCBAC Budget Authority

Dear Bob:

I write in response to your letter of July 2, 2025 containing (5) questions for our review and response. In addition to the information contained in your July 2, 2025 letter, we have also reviewed the Minutes of the July 1, 2025 Commissioner meeting, specifically Item 5 "Personnel Policy – Elected Officials Benefit Stipend" and Item 6 "Legal Consult, A. Reallocation of County Funds After Budget Committee Reductions; B. County Reporting Structure of Elected Officials." I will address each item separately below.

**Question 1.** Under Title 30-A § 874(4), the FCBAC cut specific line items totaling nearly \$87,841 from the commissioners' proposed budget. The FCC subsequently overrode these itemized deductions with a 3/5 vote. The FCBAC then rejected the commissioners' revised budget, supporting their own budget with the required 2/3 vote. Are the FCBAC's itemized deduction legally final and binding?

In 1991, the Legislature established the Franklin County Budget Advisory Committee. 30-A M.R.S. § 873. Section 871 stated, "Notwithstanding sections 2, 701 and 702, in Franklin County the county commissioners may appropriate money, according to a budget which must be approved by a majority of the county commissioners." Section 874(4) dealt with the procedures for finalization of the budget as follows:

4. **Finality of budget.** After the public hearing is completed, the advisory committee shall adopt a final budget and transmit that budget to the county commissioners. The county commissioners may not further increase, decrease, alter or revise the budget adopted by the advisory committee, except by a 3/5 vote of the entire membership of the county commissioners. If the adopted budget is changed by the county commissioners, the advisory committee may

reject that change by a 2/3 vote of its membership. *Those actions are final and are not subject to further action by either the county commissioners or the advisory committee.*

It appears both the County Commissioners and the Advisory Committee followed the statutory process outlined in § 874(4). Further, the statute specifically provides, “The county commissioners may not further increase, decrease, alter or revise the budget adopted by the advisory committee . . .” and that the 2/3 vote of the Advisory Committee “[a]re not subject to further action by either the county commissioners or the advisory committee.” Thus, in our view, the specific line items totaling \$87,841 removed from the proposed budget by the Advisory Committee are in conformance with the statute and should be considered the final budget for the line items covered.

We attach as Exhibit A Opinion No. 06-2 of the Office of the Attorney General dated January 23, 2006. The Attorney General at that time was asked whether the York County Commissioners have authority under 30-A M.R.S. § 501(1) to refuse to fill a position in the District Attorney’s Office that was approved by the York County Budget Committee. The Attorney General concluded by interpreting the plain meaning of the language used in the statute and by ascertaining the Legislature’s intent in enacting the statute. The Attorney General concluded:

Further, interpreting Section 501(1) to permit the Board of Commissioners to refuse to fill a position for budgetary reasons would frustrate the Legislature’s intent in creating the Budget Committee. As is discussed above, the Legislature, in creating the Budget Committee, clearly intended that the Committee would have ultimate authority over the budget. Indeed, the Legislature considered and rejected a proposal that the Committee serve in only an advisory capacity. To interpret 501(1) to allow the Board of Commissioners to refuse, for budgetary reasons, to fill a position created by the Budget Committee would frustrate the Legislature’s intent that it is the Budget Committee, and not the Board of Commissioners, that makes the final budget decisions.

**Question 2.** Do Maine statutes permit the FCC to transfer funds from other approved departmental line items to restore the \$87,841 in the itemized deductions made by the FCBAC, and if so, what statutory procedures must be followed for such inter-departmental transfers? Does Title 30-A § 922 “Insufficient Appropriations” apply?

The County Commissioners are required to comply with § 874(4) that provides the reductions by the Budget Committee “[a]re final and not subject to further action by either the County Commissioners or the Advisory Committee.” Since the Budget Committee has the statutory authority to take final action with respect to the itemized deductions from the 2026 budget, restoring the funding through departmental line item transfers or through the contingent fund would be inconsistent with the Legislature’s intent in establishing the Budget Committee, as well as the plain language of the statute. Section 922(2) that governs the use of the contingent

account is limited to “emergency purposes” and the refusal of the Budget Committee to fund the reductions cannot be considered an emergency since the Budget Committee does have final authority to make line item reductions to the proposed budget.

**Question 3.** Under these circumstances, does Franklin County’s personnel policy mandating 35% flex benefit compensation for the commissioners, cut by the Franklin County Budget Advisory Committee, create a legal obligation that supersedes the Franklin County Budget Advisory Committee’s final budget determination? Or does Home Rule Authority and the Supremacy of State Law prevent that policy from being implemented?

The County Commissioners are considered “county officers” by statute. 30-A M.R.S. § 1(2). Section 51(2) with respect to salaries of County Commissioners provides “These salaries are in full compensation for all services of the commissioners . . . .” While this language, in and of itself, does not preclude flex benefit compensation, it does not trump the Budget Committee’s authority under § 874(4). County officers are elected and their role and compensation is generally controlled by statutory authority. Since commissioners are elected county officers, questions regarding fairness and equity of limiting such benefits to a restricted class of employees is not applicable.

**Question 4.** County commissioners do have access to a contingent fund established under Title 30-A Section 922(2), which allows for an amount not exceeding “the greater of 1.5% of the annual county budget” or \$87,871. However, this fund may be used at the discretion of the county commissioners for emergency purposes only. Could the restoration of these costs be considered an emergency?

The vote of the Budget Committee to withhold funding for specific line items does not constitute an emergency under § 922(2). See response to question 2 above.

**Question 5.** It has been suggested that when county commissioners exceed their statutory authority by reallocating funds without proper approval, such actions constitute acting beyond legal powers. Maine legal precedent establishes that governmental actions exceeding statutory authority could be void and of no legal effect. Could civil action be initiated against the County if these cuts are made and the tax bills include payment for these reductions?

A citizen, state or local official may be able to challenge the County budget, and, at least theoretically, their individual tax bills, if the County budget included funds not authorized by the Franklin County Budget Committee. For example, I have attached the Order and Judgment in *The Maine Sheriff’s Association, et al. v. Knox County Commissioners* dated March 2, 2012. The action sought a declaratory judgment as to whether the Knox County Charter allowed the County Administrator to participate in certain matters internal to the operations of the Knox County Sheriff’s Department. The Superior Court Justice concluded that 30-A M.R.S. § 401 provided the Sheriff with full statutory authority that could not be overridden by the County’s Charter. “The sheriff shall act as a chief county law enforcement officer *and is responsible for administering and directing the sheriff’s department as authorized by the county budget.*” “Because section 401, either by its express terms or by clear implication, vests the sheriff with authority to administer

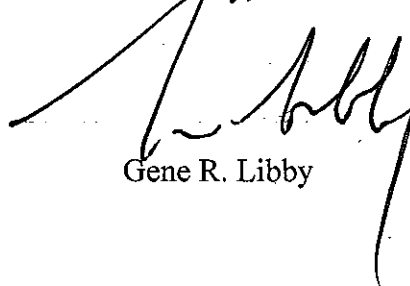


and direct her department, a county charter may not lawfully purport to delegate or otherwise assign those powers and authority to others." The court cited to 30-A M.R.S. § 1351(2) that provides, "In any event, no county may, by adoption, amendment or revision of a charter, exercise any power or function in which the Legislature has not conferred on that county either expressly or by clear implication by general or specific law." A declaratory judgment action is one way the authority of the Commissioners could be challenged by an individual or organization with standing.

Section 922(3) does require the county treasurer to keep records of any transfers between specific line item categories or from the contingent account. The statute requires the record to be certified by the county commissioners within 30 days of each transfer. Further Title 30-A does provide that any agent or officer who willfully violates § 701, 921, 922, 923, 924 or 951 is guilty of a Class E crime. While we are not aware of any legal proceedings initiated under this statute, § 7 remains as a possible legal challenge. Section 8 also creates a civil violation for violations of Chapter 3 for which a forfeiture of not more than \$200 may be imposed by the court.

Please note that our opinion is based on our knowledge of the law and facts on the date of issuance. Our opinion is solely for the information and guidance of the Franklin County Commissioners and is not authorized to be used by anyone for any other purpose.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gene R. Libby', is written over the typed name.

Gene R. Libby

GRL/eb  
Enclosures

c: Amy Bernard (via email only – [abernard@franklincountymaine.gov](mailto:abernard@franklincountymaine.gov))  
Jeff Gilbert (via email only – [jgilbert@franklincountymaine.gov](mailto:jgilbert@franklincountymaine.gov))  
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Fen Fowler (via email only – [ffowler@franklincountymaine.gov](mailto:ffowler@franklincountymaine.gov))  
Tom Skolfield (via email only – [tskolfield@franklincountymaine.gov](mailto:tskolfield@franklincountymaine.gov))  
Timothy J. O'Brien, Esq. (via email only)  
J.R. Fallon, Esq. (via email only)



2006 WL 3923859 (Me.A.G.)

Office of the Attorney General

State of Maine  
Opinion No. 06-2  
January 23, 2006

**RE: Authority of York County Commissioners Under 30-A M.R.S.A. § 501(1)**

\*1 The Honorable Mark W. Lawrence.  
District Attorney  
York County Courthouse  
P.O. Box 399  
45 Kennebunk Road  
Alfred, ME 04002-3999

Dear District Attorney Lawrence:

Pursuant to 5 M.R.S.A. § 199, I am writing in response to your letter of November 18, 2005 regarding whether the York County Commissioners have authority under 30-A M.R.S.A. § 501(1) to refuse to fill a position in your office that was approved by the York County Budget Committee.

It is my understanding that, in September 2004, you submitted to the York County Board of Commissioners a proposed budget that included the creation of a new clerical position to assist you in addressing your office's increased caseload. The Board of Commissioners recommended that the Budget Committee not fund this new position. The Budget Committee, though, voted eleven to one in favor of creating the position, and the final budget included the position. Nevertheless, the County Manager has advised you that the Board of Commissioners will not post the position and will not allow the position to be filled.

In your letter, you raise the following questions:

1. Can the York County Commissioners refuse to allow the posting of a position that has been funded through the York County Budget process?
2. If they cannot, can the York County Commissioners refuse approval of every person submitted for employment in that position on the grounds that as a matter of policy they disagree with the expenditure of funds for this purpose?

Before addressing the questions raised by your letter, I will briefly discuss both the statutes that govern the operation of District Attorneys' offices and the statutes that establish the York County budget process.

*Operation of District Attorneys' Offices*

District Attorneys are elected every four years by the voters in their respective prosecutorial districts. 30-A M.R.S.A. § 251. In many cases, a single prosecutorial district is made up of more than one county. 30-A M.R.S.A. § 254. District Attorneys' offices are funded by both the State and the counties. District Attorneys and Assistant District Attorneys are declared to be "officers of the State," 30-A M.R.S.A. § 256, and the State pays their salaries. 30-A M.R.S.A. § 255. The State must provide "sufficient funds" such that each District Attorney will have an "adequate staff of [Assistant District Attorneys] to screen, process and investigate complaints, to assist law enforcement agencies, to conduct trials in the District and Superior Courts, to prosecute appeals in the Supreme Judicial Court and to carry out all other duties and responsibilities." 30-A M.R.S.A. § 272(5).

All other District Attorney expenses are funded by the counties. County Commissioners "shall allow to the district attorney serving the county sufficient funds for all office expense, clerk hire and travel ...." 30-A M.R.S.A. § 281(1). County

Commissioners must also either provide district attorneys with "office space suitable for the performance of the duties of the office" or "provide sufficient funds to the district attorney for the rental of suitable quarters at locations convenient to courthouses within the county." 30-A M.R.S.A. § 281(2).

#### *York County Budget Process*

\*2 Originally, the budget for York County (and other counties) was proposed by the Board of Commissioners and approved, with or without modification, by the Legislature. 30-A M.R.S.A. §§ 701-702 (1987). In July 1989, the Legislative Council authorized a study of county government, and the Joint Standing Committee on State and Local Government established a subcommittee to perform the study. The subcommittee issued its report in December 1989. *County Government: A Study of Its Structure & Possible Redistribution of Certain Functions*, Joint Standing Committee on State and Local Government (Dec. 1989). Among the subcommittee's recommendations was that "all counties establish an autonomous budget process by January 1, 1992." *Id.* at 1.<sup>1</sup> The subcommittee noted that the Legislature was "not well equipped to continue reviewing the budgets for every county," and that autonomous budget processes would give counties "more direct responsibility for their own budgets." *Id.* at 17. The subcommittee specifically recommended that each county establish a Budget Committee to review the budget proposed by the County Commissioners. *Id.* The proposed budget would become final only if approved by a majority of the budget committee. *Id.* In essence, then, the Budget Committee would assume the role previously played by the Legislature.

In 1994, a bill was introduced to create an autonomous budget process for York County. L.D. 1817, "An Act Creating the York County Budget Advisory Committee." (116<sup>th</sup> Legis.). As the title suggests, this bill would have created a Budget Committee with only advisory powers - the Committee could make recommendations on the budget proposed by the Board of Commissioners, but the Board would have final authority over the budget. A Committee Amendment was proposed which, among other things, changed the title of the bill to "An Act Creating the York County Budget Committee" and gave the Budget Committee final authority over the budget. Ultimately, the Committee Amendment prevailed.

L.D. 1817, as amended by the Committee Amendment, was enacted as 30-A M.R.S.A. §§ 831-836. The York County Budget Committee consists of fifteen voting members and one nonvoting member. 30-A M.R.S.A. § 832. The Board of Commissioners must submit a proposed budget to the Budget Committee no later than sixty days before the end of the fiscal year. 30-A M.R.S.A. § 833(1). The Budget Committee, after holding a public hearing, may accept or modify the proposed budget. 30-A M.R.S.A. § 833(2). Once adopted by the Budget Committee, the budget "may be changed only by a majority vote of the county commissioners and a majority vote of all elected members of the budget committee." 30-A M.R.S.A. § 833(4).

#### *Analysis*

I will consider your second question first. It is my understanding that the Board of Commissioners, in refusing to fill the position that was authorized by the Budget Committee, is relying upon 30-A M.R.S.A. § 501(1). Section 501(1) states:

\*3 All county officers or department heads shall submit to the county commissioners or the County Personnel Board, if one has been established under article 2, the name of any person the county officer or department head proposes to employ or the names of more than one person from which the county commissioners or personnel board are to select a person for employment. The county commissioners or the County Personnel Board may approve the employment of the person or select a person for employment. If approval is withheld or a selection is not made, the county commissioners or the county Personnel Board, within 14 days after the name or names have been submitted, shall notify the county officer or department head of the reasons for their disapproval or failure to make a selection.

It is my opinion that this statute does not give the Board of Commissioners authority over District Attorneys' hiring decisions, and, even if it does, it does not permit the Board to exercise its authority so as to effectively veto budget decisions made by the Budget Committee.

First, Section 501(1) gives the Board of Commissioners authority over hiring decisions made by "county officers" and "department heads," and District Attorneys are neither. "County officers" are defined as "the commissioners, treasurer, sheriff, register of deeds and register of probate of a county." 30-A M.R.S.A. § 1(2). District Attorneys are not included in this definition, and are thus not county officers.

"Department heads" is not defined. A reasonable interpretation, though, is that a department head is a person who oversees a particular unit of county government. District Attorneys' offices are not units of county government. Indeed, in many cases, a single District Attorney serves a prosecutorial district made up of multiple counties. Further, District Attorneys are elected officials and are "officers of the State." 30-A M.R.S.A. § 256. Such status belies the proposition that District Attorneys are county department heads.

The fact that District Attorneys may supervise some clerical staff who are county employees does not mean that District Attorneys are county department heads. They are still state officers and supervise Assistant District Attorneys, who are also state officers. I note, too, that 30-A M.R.S.A. § 281 does not require counties to provide clerical staff to District Attorneys, but instead states that county commissioners shall give District Attorneys "sufficient funds" to hire clerks. 30-A M.R.S.A. § 281(1). That counties have chosen to meet this obligation by providing staff directly does not convert District Attorneys into county department heads.

Even if District Attorneys were to be considered "county officials" or "department heads," the authority of the Board of Commissioners under Section 501(1) is, in my opinion, limited to approving or rejecting a specific candidate based upon the candidate's particular merits and qualifications. It does not give the Board the authority to effectively veto a budget decision made by the Budget Committee.

\*4 In interpreting a statute, courts usually start with the plain meaning of the language used. *See, e.g., Coker v. City of Lewiston*, 1998 ME 93, ¶ 7, 710 A.2d 909, 910. Here, though, the plain meaning is of little help because Section 501(1) does not indicate one way or the other whether the Board of Commissioners may reject a candidate for budget reasons. Given this ambiguity, it is appropriate to attempt to determine the Legislature's intent in enacting Section 501(1), and then interpret the statute in accordance with that intent. *Mahaney v. State*, 610 A.2d 738, 741 (Me. 1992); *Greaves v. Houlton Water Co.*, 143 Me. 207, 212 (Me. 1948); *see also Paradis v. Webber Hospital*, 409 A.2d 672, 675 (Me. 1979) ("Of course, legislative intent is always of fundamental importance.").

Two provisions in Section 501 provide clues to the Legislature's intent. First, Section 501(1) states that county officers and department heads who wish to fill a position are to submit the names of the candidates. Second, Section 501(2) is captioned "qualifications" and states that county employees are to be hired without regard to political affiliation and solely upon their individual qualifications. These two provisions indicate that the Legislature's intent was that the Board of Commissioners would review the merits of individual candidates. Nothing suggests that the Legislature intended that Section 501(1) would be used as a budgetary tool.

Further, interpreting Section 501(1) to permit the Board of Commissioners to refuse to fill a position for budgetary reasons would frustrate the Legislature's intent in creating the Budget Committee. As is discussed above, the Legislature, in creating the Budget Committee, clearly intended that the Committee would have ultimate authority over the budget. Indeed, the Legislature considered and rejected a proposal that the Committee serve in only an advisory capacity. To interpret 501(1) to allow the Board of Commissioners to refuse, for budgetary reasons, to fill a position created by the Budget Committee would frustrate the Legislature's intent that it is the Budget Committee, and not the Board of Commissioners, that makes the final budget decisions.

In this respect, the present situation is similar to one involving the Androscoggin County Sheriff's Office in 1984. There, the Sheriff requested, and the Legislature approved, a county budget that included money to create a new position. The Androscoggin County Commissioners, though, refused to create the position. This Office opined that "the authority of the County Commissioners to control expenditures is exercised within the bounds established by the legislatively approved budget and must not be exercised in such a way so as to frustrate the legislative intent which is expressed therein." Opinion of the Attorney General, 1984 Me. AG Lexis 11 (Apr. 27, 1984). Here, while it is now the Budget Committee and not the Legislature that sets the budget, the same analysis applies. The authority of the County Commissioners must be exercised within the bounds established by the budget, as set by the Budget Committee.<sup>2</sup>

\*5 Finally, while the Legislature gave counties the option of either directly providing office space to District Attorneys or paying for office space, it did not give counties such an option with respect to clerical staff. *Compare* 30-A M.R.S.A. § 281(2) to § 281(1). So, the Legislature presumably intended that County Commissioners would provide funding for clerical

staff, but would not exercise any authority over individual hiring decisions. Interpreting Section 501(1) to permit the Board of Commissioners to review a District Attorney's hiring decisions would frustrate this intent.

With respect to your second question, then, it is my opinion that the Board of Commissioners cannot refuse to fill a position that was created by the Budget Committee. Section 501(1) does not apply to District Attorneys because they are neither "county officers" nor "department heads." And, in any event, the Board of Commissioners does not have the authority under Section 501(1) to take actions that would effectively veto a budget decision made by the Budget Committee. The Legislature clearly intended that the Budget Committee would have final authority over the budget, and, in exercising its authority, the Board must respect that intent.<sup>3</sup>

With respect to your first question, I am not aware of any legal authority that would require the Board of Commissioners to post the position that was created by the Budget Committee. On the other hand, I am not aware of any legal authority that would preclude you from advertising the position yourself.

I hope this information is helpful to you. Please let me know if I can be of further assistance.

Sincerely,

G. Steven Rowe  
Attorney General

#### Footnotes

- <sup>1</sup> The subcommittee noted that two counties - Cumberland and Waldo - already had autonomous budget processes which did not involve the Legislature, and that two other counties - Aroostook and Kennebec - were in the process of establishing autonomous budget processes. *Id.* at 17-18.
- <sup>2</sup> Also relevant is a case from New York. In *Poillucci v. Pattison*, 466 N.Y.S.2d 360 (A.D.2 Dept. 1983), the County Executive proposed a budget to the County Legislature that included the creation of new positions. The County Legislature modified the budget to eliminate the new positions. *Id.* at 361. But, the County Executive vetoed the modifications and the County Legislature failed to override the veto. *Id.* So, under applicable law, the budget that went into effect included the new positions. *Id.* Subsequently, though, the County Legislature passed a "salary resolution" that did not allocate any funds to pay the salaries for the new positions. *Id.* The Court held that the County Legislature had no authority to refuse to fund positions that had been validly created as part of the budget process: "positions [established through the budget process] cannot be abolished by the adoption of a salary resolution which is inconsistent with the budget." *Id.* at 363.
- <sup>3</sup> To the extent that the Board of Commissioners relies on 30-A M.R.S.A. § 102, the reliance is misplaced. Section 102 gives the Board "final authority over the operation of all county offices by elected or appointed county officials." As is discussed above, District Attorneys are not county officials, and their offices are not county offices. And, as with Section 501(1), any authority the Board has under Section 102 may not be exercised so as to effectively veto budgetary decisions made by the Budget Committee.

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2006 WL 3923859 (Me.A.G.)

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STATE OF MAINE  
LINCOLN, SS.SUPERIOR COURT  
CIVIL ACTION  
Docket No. AP-09-1The Maine Sheriffs' Association et al.,  
Plaintiffsv.  
Order and JudgmentThe Knox County Commissioners,  
Defendants

The Maine Sheriffs' Association and Knox County Sheriff Donna Denison (collectively, Dennison) have brought this action against the Knox County Commissioners to seek a judicial declaration regarding the authority purportedly granted to the commissioners under the Knox County Charter to participate in certain matters internal to the operations of the Knox County Sheriff's Department. This action has followed a convoluted procedural route to its present posture, in which Dennison has filed a motion for judgment on the pleadings, and the commissioners have moved for summary judgment. For the reasons set out in this order, the court enters judgment for Dennison.

The factual predicate on which the court considers the parties' legal contentions is found in the amended complaint when viewed in light of the commissioners' answer to that pleading, and in the record on summary judgment. At oral argument held on the pending motions, the parties agreed that there are no material factual disputes and that the merits of Dennison's claims are in order for adjudication.<sup>1</sup>

<sup>1</sup> At oral argument, the Commissioners also agreed that there now is a sufficiently concrete factual context in which those legal claims may be assessed. Thus, they no longer seek dismissal or other relief based on lack of ripeness or any other impediment to the consideration of Dennison's claim for declaratory relief.

It also bears note that in a prior order, the court raised the question of the plaintiffs' standing. The defendant does not seek dismissal of the complaint for lack of standing. Although one may question whether plaintiff Maine Sheriffs' Association has standing to pursue the claim at bar, it seems clear that plaintiff Knox County Sheriff

In November 2004, Knox County voters adopted a county charter, as authorized by 30-A M.R.S. § 1301 *et seq.*, which is the enabling legislation that authorizes the establishment of county charters. The process used to enact Knox County's charter has not been placed in issue here. The central question raised in this action is whether certain aspects of the authority that the charter vests in the commissioners and the county administrator are within the parameters of the enabling legislation. Under section 1351(1),

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The charter for any county may provide for:

- ...  
C. The establishment of count departments, agencies, boards or commissions, and their descriptions, powers and duties; and the authority of county officers or officials to direct, regulate and control those agencies, departments, boards and commissions; [and]
- D. The internal activities of county government; . . .

Section 1351(2) then prescribes the limits of the powers that may be set out in a charter: ". . . [N]o county may, by adoption, amendment or revision of a charter, exercise any power or function which the Legislature has not conferred on that county either expressly or by clear implication by general or specific law."

The Knox County Charter vests the county's powers in its three elected commissioners. *See* Charter, art. III, § 1. Among other things, the commissioners are authorized to appoint a county administrator who is charged with exercising the commissioners' administrative responsibilities. *See id.*, art. III, § 9. Under the charter, the county administrator is the County's "chief administrative official . . . and is responsible for the administration of all departments and offices controlled by the Commissioner." *See id.*, art. IV, § 1. The charter enumerates the county administrator's powers and responsibilities. *See id.* Among other responsibilities, the administrator is to "[d]irect and supervise the operation of all County departments and offices. . . ." *See id.*,

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Donna Dennison does have standing, because the central question in this action is whether the Knox County Commissioners have the legal authority to intervene in certain matters involving the operation of the Knox County Sheriff's Department. As the Knox County Sheriff, Dennison is the proper party to pursue that issue. Thus, the court need not and does not reach the question of whether the Maine Sheriffs' Association is entitled to litigate the claim, because even if it does not, Dennison does, and so the court therefore may reach the merits of the claim set out in the complaint.

art. IV, § 2(a)(5). Additionally, under the charter, "[p]ersonnel administration shall be under the direction of the County Administrator or his or her designee; provided, however, that appeals from personnel actions may be taken to the Commission by aggrieved employees for resolution." *See id.*, art. IV, § 2(b).

In her amended complaint, Dennison alleges that Andrew Hart, the Knox County Administrator, intervened in an internal investigation of alleged misconduct by Sheriff's Department personnel and in the investigation of a citizen complaint about Sheriff's

Department operations. Further, Dennison alleges that Hart created committees charged with hiring employees for certain divisions within the Sheriff's Department; he has established the hiring procedure; and he has assumed responsibility for making hiring decisions. Dennison did not consent to or approve of Hart's intervention into any of these matters. Hart based his authority on the provision of the charter that vests the county administrator with responsibility for personnel matters within county departments. In their answer to the amended complaint, the commissioners admit that Hart has been involved in the operations of the Sheriff's Department in these ways, but they also contend that the charter requires him to do so.

As is noted above, section 1351 is framed in both positive and in limiting terms: section 1351(1) identifies the areas of affirmative powers and authority that may be exercised by county officials (which, here, would be the county administrator acting as the commissioners' agent), and section 1351(2) then imposes limitations on such powers and authority. When Hart intervened in the Sheriff's Department's internal investigative matters, he acted within the powers and authority created by the charter. Further, the affirmative grant created in section 1351(1) encompasses those matters, because the investigations at issue were the Sheriff's Department's "internal activities," which is an area of control under section 1351(1)(D). Similarly, when Hart -- again, as the authorized designee of the commissioners -- became involved in the hiring process and the actual hiring decisions of Sheriff's Department employees, that involvement was countenanced by both the charter and the enabling legislations in section 1351. The charter specifically entitles the county administrator to direct "personnel administration" within the county's departments, and under section 1351(1)(C) and (D), a county charter may extend to these matters. Therefore, the commissioners' intervention in internal investigations and hiring



practices and decisions within the Sheriff's Department falls within the basic grant of power associated with both the charter and the statutes governing county charter framework.<sup>2</sup>

Title 30-A M.R.S. § 401 establishes the relevant limitation on the commissioners' power to intervene in the operations of the Sheriff's Department that are at issue here. Under section 401(1), "The sheriff shall act as the chief county law enforcement officer ~~and is responsible for administering and directing the sheriff's department as authorized by the county budget.~~" (Emphasis added.) Thus, within the parameters established by the departmental budget, section 401 vests the sheriff with full responsibility and authority to manage and direct the operations of the sheriff's department. The statute does not carve out issues of internal investigations and personnel matters as areas of internal operations of the sheriff's department over which the sheriff does not have responsibility or over which she must share that responsibility with others. Rather, under section 401, those are operational areas over which the sheriff herself has responsibility, and section 401 does not provide expressly or impliedly that any other official is authorized to intervene in those aspects of the sheriff's department's operations.

Because section 401, either by its express terms or by clear implication, vests the sheriff with authority to administer and direct her department, a county charter may not lawfully purport to delegate or otherwise assign those powers and authority to others. See 30-A M.R.S. § 1351(2). Consequently, Hart was not entitled to intervene in investigations and hiring issues that were internal to the sheriff's department, because the terms of the Knox County Charter supporting that intervention exceeded the limitations prescribed in the enabling legislation.

The entry shall be:

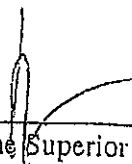
<sup>2</sup> Dennison argues that the provisions of section 1352(2) limit the commissioners' reach into the operations of the Sheriff's. That statute, however, merely requires a county charter to identify those persons who would assume responsibility for the duties of the commissioners, county treasurers and registers of deeds, *if* the charter abolishes those offices or positions. By its own terms, this provision has nothing to do with the interrelationship between the powers of the county administrator and the operations of a sheriff's department.

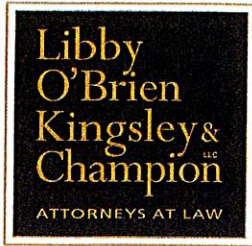
For the foregoing reasons, the plaintiffs' motion for judgment on the pleadings is granted, and the defendant's motion for summary judgment is denied. Judgment on the complaint is entered for the plaintiffs. The court concludes and declares that the Knox County Sheriff retains responsibility for administering and directing investigations and personnel practices and decisions within the Knox County Sheriff's Department as authorized by the county budget, and that provisions of the Knox County Charter that purport to authorize the County Commissioners and the county administrator to intervene in such administration and direction are void and unenforceable.

~~The plaintiffs' motion to supplement the pleadings is dismissed as moot.~~

The plaintiffs are awarded their costs of court.

Dated: March 2, 2012

  
Justice, Maine Superior Court



Gene R. Libby, Esq.  
[glibby@lokllc.com](mailto:glibby@lokllc.com)

August 27, 2025

**CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION**

**BY EMAIL ONLY: [bcarlton@franklincountymaine.gov](mailto:bcarlton@franklincountymaine.gov)**

Bob Carlton, Chair  
Franklin County Commissioners  
120 County Way, Suite 4  
Farmington, ME 04938

**Re: FCPAC Budget Authority**

Dear Bob:

After our discussion August 26, 2025, I received the minutes of the Franklin County Budget Advisory Meeting for April 8, April 23, April 30, May 7, May 21 and June 11. I also reviewed the Franklin County Commissioners' meeting minutes of June 5, 2025. I performed this review to see whether or not the Budget Committee complied with 30-A M.R.S. §874(2) that requires the committee to "enter[s] into its minutes an explanation for any suggested change in the estimated expenditures in revenues as initially presented by the County Commissioners."

The Budget Committee minutes reflect a motion to approve the Commissioners budget at \$400,000 "by not funding the part-time secretary position, reducing the additional stipend for the Commissioner Chair, reducing the payroll taxes line, and removing the 35% health insurance stipend that Commissioners receive out of the health insurance fund. The motion passed 9 in favor and 2 opposed. The minute entry appears to comply with the requirements of Section 874(2). At the Commissioners' meeting of June 5, 2025, Commissioners revised the Budget Committee proposal (4/1) by reducing part-time staff by \$7,654, reducing payroll taxes by \$585, reducing the document preservation line by \$9,000, and adding \$30,146 back into the budget for the Commissioners' flex benefits.

On June 11, 2025, the Budget Committee voted to reject the Commissioners' proposed changes to the Commissioners' budget by an 8/3 vote.

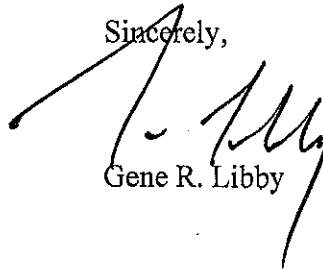
In my legislative research I noted that the 131<sup>st</sup> Maine Legislature amended 30-A M.R.S. §874(4) as follows, "The County Commissioners may not further increase, decrease, alter or advise the budget adopted by the Advisory Committee, except by ~~unanimous~~ a 3/5 vote of the entire membership of the County Commissioners." PL, 1991 c. 495. The Legislature did not modify the controlling language that "the Advisory Committee may reject that change by a 2/3 vote of its membership." This language is similar to the budget. Approved procedures required in the following counties, Androscoggin, Aroostook, Knox, York, Kennebec, Oxford, Somerset and Washington.

August 28, 2025

Page 2

I also discussed the issues surrounding section 874(4) with my partner, Tim O'Brien, who, along with me, has been advising York County for over two decades. To the extent you have any further questions, please feel free to be in touch.

Sincerely,

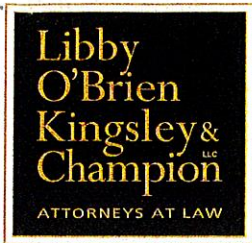
A handwritten signature in black ink, appearing to read "Gene R. Libby", written over the printed name.

Gene R. Libby

GRL/jlw

c: Amy Bernard (via email only – [abernard@franklincountymaine.gov](mailto:abernard@franklincountymaine.gov))  
Timothy J. O'Brien, Esq. (via email only)  
J.R. Fallon, Esq. (via email only)





Gene R. Libby, Esq.  
[glibby@lokllc.com](mailto:glibby@lokllc.com)

August 26, 2025

**CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION**

**BY EMAIL and Regular U.S. Mail:**      **[bcarlton@franklincountymaine.gov](mailto:bcarlton@franklincountymaine.gov)**

Bob Carlton, Chair  
Franklin County Commissioners  
120 County Way, Suite 4  
Farmington, ME 04938

**Re: Legal Review – County Reporting Structure of Elected Officials**

Dear Bob:

I write in response to your letter of July 28, 2025, containing four (4) questions for our review and response. In addition to the information in your letter, we have also reviewed the Minutes of the July 1, 2025, Commissioner meeting, specifically Item 6 “Legal Consult, B. County Reporting Structure of Elected Officials.”

Maine law draws a clear distinction between county-elected officials and traditional county employees, reflecting their unique constitutional and statutory roles. County-elected officials are not considered county employees in the traditional sense, as they are constitutional or statutory officers who are independently elected to their positions. As such, they are not subject to the same reporting structure and classification as regular county employees. Moreover, the term “county officers” means the commissioners, treasurer, Sheriff, registry of deeds, and Register of Probate of a county. Title 30-A M.R.S. § 1(2). The term “county official” means an elected or appointed member of a county government. *Id.* § 1(4). These unique legal distinctions affirm that county-elected officials function independently from the traditional county employee structure.

In addition, though the county pays these officers and officials, and they work within the county government structure, they are not subject to at-will employment, supervision, or employment discipline by county commissioners or administrators. Alternatively, their staff, such as deputies, clerks, etc., *are* considered traditional county employees. I will now address the questions below as they apply to each elected position. For further clarification, I have also included in my analysis the duties of a Probate Judge.

**Questions Presented:**

1. Who does the Register of Probate, Register of Deeds, the County Sheriff, the County Treasurer, and the District Attorney formally and legally report to within the county government?

2. Is the Register of Probate directly accountable to the Judge of Probate, or another official for their primary duties and responsibilities?

3. Are the Register of Deeds, the County Sheriff, the County Treasurer, and the District Attorney directly accountable to the County Commissioners?

4. Are there distinctions between reporting lines for administrative, financial, and judicial matters?

Official	County Employee	Removal/Discipline Authority
Probate Judge	No	Judicial Discipline System
Register of Probate	No	Impeachment or Governor
Register of Deeds	No	AG through Superior Court
Sheriff	No	Governor (after complaint)
Treasurer	No	Possibly AG or State Review
District Attorney	No	Initiated by the AG

### I. Probate Judge

Maine's Probate Judges occupy a unique position within the judiciary, shaped by both statutory provisions and historical practice. These jurists are statutory officers who are independently elected to their positions. Title 4 M.R.S. § 301. "Historically Probate Judges in Maine are different from other judges in that they are elected and have always served on a part-time basis. In recognition of this, the Code of Judicial Conduct provides that Probate Judges are excused from certain of the rules applicable to other judges. See Code of Judicial Conduct, Coverage and Effective Date, § I.B(1) (Probate Judges required to comply with certain canons 'only while serving as a judge'); § I.B(2) (Probate Judges not required to comply with Rule 3.10, which provides that judges may not practice law)..." *Legrand v. Nadeau*, 2016 Me. Super. LEXIS 307, \*2. This interpretation underscores the state's recognition of the part-time and elected nature of Probate Judgeships, setting them apart from their full-time judicial counterparts.

In addition to their unique judicial status, Maine Probate Judges are also financially distinct within the state's legal structure. "Probate Judges are also anomalous in that they are state officers even though they are paid by the county. See *Hart v. County of Sagadahoc*, 609 A.2d 282, 284 (Me. 1992). Title 4, M.R.S. § 301 states, 'Judges of probate in the several counties are entitled to receive annual salaries as set forth in Title 30-A, section 2.' Although there is no longer a direct reference to Probate Judge salaries in 30-A M.R.S. § 2, the parties do not dispute that the salaries of probate court judges are determined as part of the county budget ..." *Legrand v. Nadeau*, 2016 Me. Super. LEXIS 307, \*3. This financial status reinforces the broader notion that Maine's Probate Judges operating within an exclusively bifurcated system – state in title, but local in support.

Furthermore, like all attorneys, a Probate Judge must comply with all the rules codified in the Maine Rules of Professional Conduct, which the Maine Supreme Judicial Court adopted on August 1, 2009.<sup>1</sup> All Probate Judges may face sanctions, including suspensions, if they are found

<sup>1</sup> See, [https://www.mebareoverseers.org/regulation/maine\\_conduct\\_rules.html](https://www.mebareoverseers.org/regulation/maine_conduct_rules.html).

in violation of the Maine Code of Judicial Conduct.<sup>2</sup> Thus, Maine Probate Judges are accountable to both judicial and professional conduct rules, with violations overseen and sanctioned by the Maine Supreme Judicial Court.

## II. Register of Probate

The Register of Probate is subject to both judicial oversight and constitutional mechanisms for removal. There is no defined reporting structure per se, but those elected are subject to the supervision and authority of the Probate Judge of the court in which the register serves. Title 18-C § 1-305. The Probate Judge is required to “constantly inspect the *conduct of the register* with respect to the register’s records and *duties*.” *Id.* at § 507. (emphasis added). Pursuant to the Maine Constitution, a Register of Probate may be removed from office by impeachment or by the Governor on the address of the Legislature. Me. Const. Art. IX, § 5. This framework ensures that while registers of probate are independently elected and trusted to perform the necessary duties of the position, their conduct remains accountable to both judicial supervision and constitutional checks.

It is imperative to distinguish that although a Probate Judge has some supervisory oversight over the Register of Probate, the jurist lacks the statutory authority to terminate or replace a Register of Probate. As cited in a 2005 case where I defended York County, “It is also clear from the Constitution that the judge cannot remove a Register of Probate from office since both the judge and Register are officials whose terms of office are set by the Constitution (Me. Const. art. [VI], § 6) and, as a result, neither may be removed from office except by impeachment or address of the Legislature.”<sup>3</sup> A Register of Probate is independently accountable for managing their primary duties and responsibilities, as well as the day-to-day flow of the court, however, they do report in a limited capacity to the Probate Judge. If the Probate Judge were to determine that the Register of Probate was not appropriately carrying out their duties, whether administrative or financial, and an investigation determined that removal may be warranted, the Register of Probate may also be removed pursuant to the Maine Constitution.

## III. Register of Deeds

Maine law imposes specific statutory obligations and accountability measures on the Register of Deeds. The Register of Deeds serves as an independent County Officer governed by statute. Title 33 § 601. Though there is not a defined daily reporting structure for a Registry of Deeds, he or she is required to provide monthly reports to the County Treasurer for the financial accounting of fees received. *Id.* at § 604. They must also follow strict reporting requirements to the State Tax Assessor. *Id.* at § 663. If the Register of Deeds becomes incapable of performing their elected duties, he or she may be removed from the office through the legal process directed by the Maine Attorney General. “When on presentment of the grand jury or information of the Attorney General to the Superior Court, any Register of Deeds, by default, confession, demurrer or verdict, after due notice, is found guilty of misconduct in his office or *incapable of discharging its duties*, the court shall enter judgment for his removal from office and issue a writ to the Sheriff to take possession of all the books and papers belonging thereto and deliver them to the Register

<sup>2</sup> See, <https://www.pressherald.com/2025/04/11/hancock-county-probate-judge-suspended-from-practicing-law/>.

<sup>3</sup> *York County Probate Court v. Atwood*, No. CV-03-041, 2005 WL 2759304 \*2 (Me. Super. Ct. May 10, 2005).

of Deeds.” Title 33 § 608. (emphasis added). Should the Commissioners determine that the facts justify such action, we would promptly intervene and provide further guidance on the appropriate legal process. These statutory provisions affirm the Register of Deeds’ independent authority but also outline a formal legal process for discipline or removal if the elected official fails to competently perform their duty.

#### IV. County Sheriff

County Sheriffs are elected officials who primarily report to the county voters. However, a Maine Sheriff’s role is still subject to certain legal and constitutional checks, as they must operate within the bounds of the law. Removal from office may occur through impeachment by the legislature or removal by the Governor for cause. “Whenever the county commissioners find that the Sheriff is not faithfully or efficiently performing any duty imposed by this chapter or that the Sheriff is improperly exercising or acting outside the Sheriff’s authority, the commissioners may file a complaint with the Governor describing in detail the facts of those actions or omissions and requesting the Governor to remove the Sheriff from office and appoint another Sheriff in that office for the remainder of the term.” Title 30-A § 441. Although the Franklin County Sheriff is not directly accountable to the Commissioners, a strong working relationship between the two parties is mutually beneficial to the County. The Commissioners have great influence on the power of the purse and may also negotiate budgetary items like employment contracts, facilities, and administrative matters, all of which could influence the Sheriff Office’s departmental operations.

Yet, each party must acknowledge their limitations. As I referenced in my legal opinion dated July 28, 2025, in *The Maine Sheriff’s Association, et al. v. Knox County Commissioners*, the action sought a declaratory judgment as to whether the Knox County Charter allowed the County Administrator to participate in certain matters internal to the operations of the Knox County Sheriff’s Department. The Superior Court Justice concluded that 30-A M.R.S. § 401 provided the Sheriff with full statutory authority that could not be overridden by the County’s Charter. “The Sheriff shall act as a chief county law enforcement officer *and is responsible for administering and directing the Sheriff’s department as authorized by the county budget.*” “Because section 401, either by its express terms or by clear implication, vests the Sheriff with authority to administer and direct her department, a county charter may not lawfully purport to delegate or otherwise assign those powers and authority to others.” The court cited Title 30-A § 1351(2) that provides, “In any event, no county may, by adoption, amendment or revision of a charter, exercise any power or function in which the Legislature has not conferred on that county either expressly or by clear implication by general or specific law.” A declaratory judgment action such as the one referenced above is one way the authority of the Commissioners could be challenged by an individual or organization with standing.



## **V. County Treasurer**

County Treasurers are elected officials and are therefore directly accountable to the citizens of the county. Yet, of the county-elected officials, the Commissioners have more oversight and influence over this office than the others. As Maine law states, “[C]ounty commissioners may decide to abolish the position of elected county treasurer and replace it with an appointed county treasurer. This decision is not effective until approved by the voters of the county under subsection 3.” Title 30-A § 156. As such, Franklin County Treasurers do not report directly to the Commissioners, however, by functionality of their duties, Treasurers work closely with the Commissioners, especially regarding budgeting, payroll, and disbursement of county funds. Ultimately, while the County Treasurer is elected by and accountable to the public, the Commissioners’ statutory authority to propose structural changes to the office underscores their significant influence over its function and future.

If an elected Treasurer fails to perform her duties, she may be subject to removal via the impeachment process codified in the Maine Constitution which states, “every person holding any civil office under this State may be removed by impeachment for misdemeanor in office” or by the Governor, if both legislative chambers pass an address addressing misconduct.” Me. Const. Art. IX, § 5. These constitutional provisions reinforce that while the office of the County Treasurer is accountable to the electorate, it remains subject to significant legal oversight and potential removal when public trust is compromised.

## **VI. District Attorney**

In Maine, District Attorneys are elected officials who are primarily accountable to the voters within their prosecutorial districts. However, much like Probate Judges, their authority and conduct are shaped by multiple layers of legal oversight. District Attorneys are classified as county officials rather than county officers. Title 30-A §1. Furthermore, they are not considered county employees and therefore do not report directly to county commissioners or the county administrator. *Id.* at §255. Similarly to all county-elected officials, a District Attorney’s unique position is sovereign from county administrative control yet firmly embedded within the broader structure of county governance and public accountability.

Additionally, like all officers of the court, District Attorneys in Maine are bound by the Maine Rules of Professional Conduct and must adhere to all applicable court rules. If a District Attorney fails to meet these ethical standards, the Maine Board of Overseers of the Bar has the authority to investigate allegations of misconduct. Such investigations can result in disciplinary actions ranging from public reprimands to suspension or disbarment, depending on the severity of the violation. As described herein, should the Commissioners determine that the facts justify such action, we would promptly intervene and provide further guidance on the appropriate legal process.

While the Maine Attorney General does not exercise direct supervision over district attorneys, the two offices often collaborate closely, particularly in matters involving statewide prosecutions, legal guidance, and policy coordination. Furthermore, a District Attorney may be removed from office through a judicial process initiated by the Attorney General. *Id.* at § 257.

August 26, 2025

Page 6

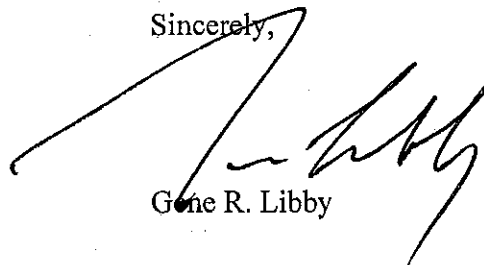
This process is distinct from impeachment or gubernatorial removal and reflects the unique oversight structure for District Attorneys in Maine.

### Conclusion

Lastly, it is important to acknowledge that the relationship and power dynamic between County Commissioners and County Officers/Officials has historically been tenuous, largely due to the law's tendency to produce unclear outcomes. While each officer or official described herein retains a degree of independence, the statute provides that, "The county commissioners have final authority over the operation of all county offices by elected or appointed county officials, except in circumstances for which a County Personnel Board has been established under subchapter VII, article 2 with the powers and duties set forth in that article and in section 501. The county commissioners must act as a board and not on an individual basis in exercising this authority." *Id.* at §102. This provision grants County Commissioners final authority over the *operation* of county offices, but not over the *elected or appointed officials* themselves. As such, disputes or questions regarding this dynamic often hinge on the specific facts and circumstances of each case.

This opinion is based upon our knowledge of the law and facts as of the date hereof. Our opinion is solely for the information of the Franklin County Commissioners and is not authorized to be used by anyone for any other purpose. Please let me know if further clarification is needed.

Sincerely,



Gene R. Libby

GRL/jlw

c: Amy Bernard (via email only – [abernard@franklincountymaine.gov](mailto:abernard@franklincountymaine.gov))  
Jeff Gilbert (via email only – [jgilbert@franklincountymaine.gov](mailto:jgilbert@franklincountymaine.gov))  
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Timothy J. O'Brien, Esq. (via email only)  
J.R. Fallon, Esq. (via email only)

## Tiffany Baker

---

**From:** Amanda Simoneau  
**Sent:** Thursday, July 17, 2025 2:53 PM  
**To:** Tiffany Baker  
**Subject:** Mission Statement | EMA

Mission Statement for Maine Emergency Management Agency and the County Emergency Management Agencies:

“Establish the Maine Emergency Management Agency to lessen the effects of disaster on the lives and property of the people of the State through leadership, coordination, and support in the 4 phases of emergency management: mitigation, preparedness, response, and recovery”



**Amanda Simoneau, CEM-ME**  
***EMA Director***

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120 County Way, Suite 3  
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Website: Emergency Management -  
Franklin County, Maine  
([franklincountymaine.gov](http://franklincountymaine.gov))

Facebook: [Facebook](#)



## STANDARD OF ETHICS AND PROFESSIONAL CONDUCT

The Maine Municipal Tax Collectors' and Treasurers' Association (MMTCTA) is a professional non-profit organization that seeks to promote the general interests of its members through the exchange of information and ideas. In pursuit of this objective all members of the MMTCTA are enjoined to adhere to legal, ethical, and professional standards of conduct in the fulfillment of their professional responsibilities. The standards of ethics and professional conduct set forth in the tenets below are promulgated in order to enhance the performance of all members of this Association.

Members shall abide by approved professional practices and recommended standards.

Members shall strive to provide the highest quality of performance and counsel.

Members shall exercise prudence and integrity in the management of funds and in all financial transactions.

Members shall not knowingly sign, subscribe to, or permit the issuance of any statement, report, or provide information which contains any misstatement or which omits any material fact.

Members shall present financial information pursuant to applicable law and generally accepted practices and guidelines.

Members shall not knowingly be a party to or condone any illegal or improper activity.

Members shall respect the rights, responsibilities and integrity of their colleagues with whom they work and associate.

Members shall promote equal employment opportunities, and in doing so, oppose discrimination, harassment or other unfair practices.

By signing below I have acknowledged that I have read the above Standard of Ethics and Professional Conduct and agree to abide by all requirements.

Signature: \_\_\_\_\_

*Pamela Rodan*



## Tiffany Baker

---

**From:** Jake Nichols  
**Sent:** Tuesday, August 26, 2025 9:04 AM  
**To:** Tiffany Baker  
**Subject:** Re: Mission statements

**“The IT Department is dedicated to delivering secure, reliable, and innovative technology solutions that empower Franklin County’s employees to serve the community effectively. We are committed to safeguarding data, streamlining operations, and providing responsive support while driving continuous improvement and digital transformation. Through collaboration, integrity, and service excellence, we ensure technology enhances efficiency, accessibility, and trust across all departments.”**

---

Thanks,

Jake Nichols  
IT Director  
Phone: 207-860-4153  
Email: [jnichols@franklincountymaine.gov](mailto:jnichols@franklincountymaine.gov)  
[www.franklincountymaine.gov](http://www.franklincountymaine.gov)

---

**From:** Thomas Saviello <[TSaviello@franklincountymaine.gov](mailto:TSaviello@franklincountymaine.gov)>  
**Sent:** Tuesday, August 26, 2025 6:35:40 AM  
**To:** Heidi Jordan <[HJordan@franklincountymaine.gov](mailto:HJordan@franklincountymaine.gov)>; Susan Black <[SBlack@franklincountymaine.gov](mailto:SBlack@franklincountymaine.gov)>; Brad Timberlake <[BTimberlake@franklincountymaine.gov](mailto:BTimberlake@franklincountymaine.gov)>; Scott R. Nichols <[SNichols@franklincountymaine.gov](mailto:SNichols@franklincountymaine.gov)>; Amanda Simoneau <[ASimoneau@franklincountymaine.gov](mailto:ASimoneau@franklincountymaine.gov)>; Jake Nichols <[JNichols@franklincountymaine.gov](mailto:JNichols@franklincountymaine.gov)>; Pamela Prodan <[PProdan@franklincountymaine.gov](mailto:PProdan@franklincountymaine.gov)>  
**Cc:** Amy Bernard <[ABernard@franklincountymaine.gov](mailto:ABernard@franklincountymaine.gov)>; Tiffany Baker <[TBaker@franklincountymaine.gov](mailto:TBaker@franklincountymaine.gov)>; Jeffrey Gilbert <[JGilbert@franklincountymaine.gov](mailto:JGilbert@franklincountymaine.gov)>  
**Subject:** Mission statements

Could you email your mission statements to Tiffany Baker. These will be included and hopefully discussed at the next commissioner's meeting next week. Thank you all for your good work!!!!!! tom

# **Franklin County Registry of Deeds**

## **Mission Statement**

The Registry of Deeds office is the following:

- Maintaining and safeguarding public land records
- Ensuring timely and accurate recording of legal documents
- Providing accessible and transparent services to the public
- Supporting property owners through fraud alert systems and research assistance

	Franklin County Regional Communications Center	SOP # 001
Effective Date		SOP Title: Mission and Vision
Effective Date	04/01/2024	Approved By: Brad Timberlake, Director

## Standard Operating Procedure

### 1. Purpose

#### OUR MISSION

The Franklin County Regional Communications Center will function under the mission known as E.P.I.C.

Empathy  
Professionalism  
Integrity  
Compassion

### 2. Scope

All RCC staff should be well-versed in the mission of the Franklin County Regional Communications Center and integrate it into every operation and function of the center.

### 3. Prerequisites

An understanding of each section of the E.P.I.C mission.

### 4. Responsibilities

We will honor the public and those public services agencies we serve by:

**Empathy** – We will approach every situation with a genuine understanding of the feelings of those we serve.

**Professionalism** – We will adhere to established policies, procedures, standards, and protocols to ensure everyone receives an equal level of service when interacting with our center.

**Integrity** – We will conduct ourselves as if we are always under observation by those who depend on our skills and services.

**Compassion** – We will demonstrate sympathy and support for our peers and responders in times when it is needed most.

We are committed to delivering communication services in an effective and efficient manner, maximizing both value and safety for those we serve. By operating in this way, we will achieve and uphold E.P.I.C. standards.

*Brad K. Timberlake, Director*



Franklin County Regional  
Communications Center

SOP # 001

SOP Title: Mission and Vision

Effective Date

04/01/2024

Approved By: Brad Timberlake, Director

5. Procedure

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We value and are committed to:

Serving the public and all public safety personnel with clear, concise, sincere, courteous and most importantly safe communications to aid them in their daily duties.

Our goals are:

To ensure that we harbor the proper environment to cultivate positivity and allow for the public service agencies to unite around a shared mission of teamwork, mutual support, dignity, respect, and courtesy for all colleagues and those we serve.

6. References

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N/A

7. Definitions

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N/A

Brad K. Timberlake, Director



## Our Vision and Mission statements for the Sheriff's Office Detention Center

### **Our Vision**

The Franklin County Detention Facility envisions itself as a model for small county adult detention centers, reflecting the highest values of our community. We are committed to delivering fair, impartial, and effective correctional services that comply with state standards while fostering a safe, respectful, and rehabilitative environment for all. Our facility strives to shift from a punitive model to a restorative one, guided by principles of dignity, accountability, and evidence-based practices.

Through innovative programs supported by our BJA Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) grant, we aim to address the root causes of substance use and reduce recidivism by aligning our work with the Sequential Intercept Model. We are dedicated to enhancing access to treatment, recovery, and reentry services during the pre-release phase—creating a continuum of care that extends beyond incarceration. By implementing system-wide changes, building strong community partnerships, and emphasizing staff development, our goal is to prevent overdose deaths, promote long-term recovery, and support successful reintegration for every individual in our care.

### **Our Mission**

The mission of the Franklin County Detention Facility is to protect the public by securely and humanely confining individuals in a safe, structured, and cost-effective environment. We are committed to ensuring appropriate supervision and care while upholding the rights and dignity of those in our custody.

Through standards established by the State Department of Corrections, evidence-based programs, comprehensive

behavioral health services, and the dedication of a well-trained staff, we strive to address substance use, mental health needs, and other root causes of criminal behavior. Our ultimate goal is to return individuals to society better prepared for success, equipped with the tools to avoid relapse, reduce recidivism, and lead productive, law-abiding lives.

## Our Vision and Mission statements for the Sheriff's Office Patrol

### Our Mission:

*The Franklin County Sheriff's Office is dedicated to providing a safe and secure environment for all residents and guests of Franklin County. We accomplish this by delivering professional, responsive, and compassionate law enforcement services that protect life and property, foster community trust, and support collaboration with other local, state, and federal agencies.*

*Our Patrol Division is committed to being a visible and proactive presence, particularly in rural areas lacking local law enforcement, working tirelessly to prevent crime, respond effectively to calls for service, and engage with the community to address underlying issues and improve the quality of life.*

**The Vision of the Franklin County Sheriff's Office Patrol Division is to serve as a visible, proactive, and trusted presence across the rural communities of Franklin County—especially in areas without local law enforcement. Through aggressive yet community-minded patrol efforts, our deputies work to deter crime before it occurs and to ensure the safety and peace of those who live in or visit our county.**

**We are committed to collaborative, problem-solving approaches that address the root causes of crime and social challenges. In partnership with community organizations, health and human services, advocacy groups, and other law enforcement agencies, we strive to improve the quality of life and build lasting public trust. Our K-9 teams, recognized**

**among the best in the state, support both local and regional public safety efforts with professionalism and precision.**

**Grounded in fairness, integrity, and respect for all, we enforce the law impartially and uphold the constitutional rights of every citizen. The Patrol Division reflects the Sheriff's Office's core belief: that we are truly *"of the people and for the people."***

## Jamie Sullivan

---

**From:** Thomas Saviello  
**Sent:** Friday, August 29, 2025 12:53 PM  
**To:** Jamie Sullivan  
**Subject:** Fw: Mission statement

---

**From:** Amanda Simoneau <ASimoneau@franklincountymaine.gov>  
**Sent:** Friday, July 25, 2025 2:59 PM  
**To:** Thomas Saviello <TSaviello@franklincountymaine.gov>  
**Subject:** Re: Mission statement

Mission Statement for Maine Emergency Management Agency and the County Emergency Management Agencies:

“Establish the Maine Emergency Management Agency to lessen the effects of disaster on the lives and property of the people of the State through leadership, coordination, and support in the 4 phases of emergency management: mitigation, preparedness, response, and recovery”

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**From:** Thomas Saviello <TSaviello@franklincountymaine.gov>  
**Sent:** Friday, July 25, 2025 1:55:28 PM  
**To:** Amanda Simoneau <ASimoneau@franklincountymaine.gov>  
**Subject:** Mission statement

Good afternoon. Do you have a mission statement for EMA? Thanks, tom saviello