

FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA

LOCATION: Franklin County EOC, 120 County Way, Farmington

DATE AND TIME: October 7, 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.

Executive Session 1 M.R.S. § 405(6)(A) – Personnel Matter – Peer Support Team

Executive Session 1 M.R.S. § 405(6)(A) – Personnel Matter - IT

RECOGNITION: None

APPOINTMENTS: None

NEW BUSINESS:

1. Administrator's Report
2. Minutes
3. Treasurer's Report
4. Board Relations Consultant
5. UPC (Battery Backup Dispatch) Purchase (Tentative)
6. Use of the Courthouse Reserve Account – Modern Pest Services
7. Maine Department of Agriculture, Conservation & Forestry – Letter of Support.
8. Sale of Steel to Kemankeag Lodge #213, masonic group, Rangeley Maine
9. Registry of Deeds Request to sell AS400 Server through James Desjardins

OLD BUSINESS:

1. Inclement Weather Policy
2. On-Call Exempt Policy

3. Cultural Assessment – Interview Scheduling

MISCELLANEOUS:

Commissioner's Tour of the Recovery Center 12:30 pm
WARRANTS: County AP, ARPA, Payroll, & UT

ADJOURNMENT:

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

[Agendas & Minutes - Franklin County, Maine \(franklincountymaine.gov\)](http://franklincountymaine.gov)

**County Commissioner's Meeting
Agenda Discussion and Analysis
October 7, 2025**

RECOGNITION:

APPOINTMENTS: None

New Business:

Administrator's Report

- We made an offer to Autumn Therrien-Semones for a full-time dispatcher position.
- Staff and Commissioners attended the Maine County Commissioner Association Conference in Phippsburg on September 18th and 19th.
- The repairs have been completed on the jail exterior wall.
- There has been an OSHA Complaint by the Union regarding the ongoing construction at the jail.
- Complaint regarding smell/odor on third floor at the Courthouse. We reached out to OSHA for guidance, and we were informed to work with Modern Pest Solutions as to any air quality testing or concerns. We reached to the Courts preferred vendor, Air Quality Management Services and they confirmed that "nuisance" odors cannot be tested. We have requested an air exchange consultation from the DOL.
- Preparation for the FY2026/2027 UT Budget will begin this week.
- The Franklin County Registry of Deeds is implementing a new property fraud alert tool that can be used to alert property owners if any document, such as a deed or mortgage, is recorded in their name. This new alert system will provide early detection of any possible title or deed fraud. Please reach out to Sue or Jessica in the Registry for more information or visit the website.
- Brenda Bitle has submitted her resignation as our bookkeeper effective November 7th.
- We requested an extension from the Maine Department of Labor with respect to an Emergency Action Plan. An extension was granted to November 6, 2025, and has been posted on the employee bulletin board.

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

B. Motion to approve the hiring of Autumn Therrien Semones for the full-time dispatch position.

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

Recommendation: Motion to approve September 16, 2025, Minutes.

Treasurer's Report: Included in the Packet

Recommendation: Motion to accept the Treasurer's Report.

Board Relations Consultant

Comments: Requesting permission to engage with a consultant/mediator to assist with board member relations and board management relations.

Recommendation: Motion to authorize Administrator to engage in a consultant/mediator to work with the board.

UPC (Battery Backup Dispatch) Purchase

Comments: Last week an HVAC contractor working in the Dispatch Center inadvertently shut off the wrong breaker. Power in the network room was cut and our UPC only had 5 minutes of runtime, which was insufficient to maintain service. As a result, the County network was down for several hours. Jake Nichols, Director of Information Technologies, inspected the equipment and determined the UPC has reached end-of-life and must be replaced. At this time, we are waiting for quotes to come in. This purchase is estimated to cost more than \$10,000.

Recommendation: Motion to authorize the use of IT Reserve Account Funds to purchase IPC Battery Back-up.

Use of the Courthouse Reserve Account – Modern Pest Control

Comments: The HR Director and I discussed via: telephone with Modern Pet Solutions regarding the bell tower upgrade and the need for at least quarterly monitoring to prevent wildlife (birds, bats, and squirrels) from entering. Their account manager committed to providing a quote and mesh material specifications; no information has been received to date. The Commissioners must formally vote to use the Courthouse reserve account to fund cleanup, upgrades, and ongoing maintenance. The current quote is \$17,950.

Recommendations: Motion to authorize the use of Court House Reserves in the amount of \$(awaiting quote).

Maine Department of Agriculture, Conservation & Forestry – Letter of Support

Comments: The Maine Department of Agriculture, Conservation & Forestry is applying for a grant to replace five bridges on the Caribou Pond Road that are in poor condition. William Patterson reached out to Commissioner Carlton in April and requested a letter in support from the Franklin County Commissioners. They initially applied in April, however, they were not awarded the grant at that time. A copy of the Letter of Support can be found in your packet and the flower folder for them to reapply.

Recommendation: Motion for Vice Chair to sign letter in support of Maine Department of Agriculture, Conservation & Forestry's Catalyst Application.

Sale of Steel to Kemankeag Masonic Lodge #213

Comment: Kemankeag Lodge # 213 is interested in purchasing the remaining I-beams from the Madrid bridge, for \$3,000.00 for each of these 60' beams. They are in the process of completing a major renovation of their lodge.

Recommendation: Motion to sell remaining 60' steel I-beams to the Kemankeag Masonic Lodge #213 for \$3,000 per beam.

Registry of Deeds Request to sell AS400 Server through James Desjardins

Comment: Please see the e-mail in your packet from Susan Black, Registry of Deeds.

Recommendation: None at this time.

OLD BUSINESS

Inclement Weather Policy

Comments: This policy has been reviewed by legal and there were no recommended changes. Future considerations from the attorney were to ensure the job descriptions are up to date in regard to classifying "essential" positions. The other consideration the attorney mentioned is the possibility that those employees with a CBA will likely want to negotiate for this benefit in the next round of contract negotiations. See the attached response.

Recommendation: None at this time.

On-Call Exempt Policy

Comments: This policy has been reviewed by legal and there were no recommended changes. Future considerations from the attorney were to ensure the relevant job descriptions have language supporting the position having on-call responsibility. The other consideration the attorney mentioned is the possibility that those employees with a CBA will likely want to negotiate for this benefit (comp time) in the next round of contract negotiations. See the attached response.

Recommendation: None at this time.

Cultural Assessment – Interview Scheduling

Comments: Please come with your calendars and set aside a few dates to schedule interviews with the three vendors. We have received updated proposals from all three of the vendors. Copies of the revised proposals are in your flower folder for review.

Recommendation: Set aside dates and schedule interviews.

MISCELLANEOUS:

PAM PRODAN, TREASURER – Report October 7, 2025, Franklin County Commissioners mtg.

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

General Fund Operating Cash \$3,586,600.66

General Fund Payroll Cash \$51,907.58

General Fund CDARS \$0.00

ARPA Fund Cash \$1,283,652.23

UT General Fund Cash \$1,764,085.97

UT General Fund CDARS \$0.00

UT TIF Fund Cash \$1,640,865.73

UT TIF CDARS: \$2,051,164.07

Interest rates

General Fund Operating Cash 3.50% as of 8/31/2025 invested w/Intrafi Cash Service at Androscoggin Savings

ARPA Fund Cash 2.75% as of 9/19/2025 invested w/ Intrafi Cash Service at Franklin Savings

UT General Fund Cash 3.50% as of 8/31/2025 invested w/Intrafi Cash Service at Androscoggin Savings

UT TIF Fund Cash 3.50% as of 8/31/2025 invested w/Intrafi Cash Service at Androscoggin Savings

UT TIF CDARS 3.77796% as of 10/7/2025 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 60th 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 from municipalities on or before September 1, 2025. As I write this report, 14 municipalities have made their first tax payments, totaling \$3,487,478.00, which leaves \$1,326,908.00 outstanding.

Warrants

AP Warrants for signatures 10/7/2025 (amounts not finalized at the time of this writing)

AP County Warrant \$521,968.04

AP UT Warrant

AP UT TIF Warrant

AP ARPA Warrant

Payroll Warrants \$266,870.02 9/18/2025

\$226,691.26 10/2/2025

JANET T. MILLS
Governor



LAURA A. FORTMAN
Commissioner
KATE BURKHART
Director

September 29, 2025

Tiffany Baker, Human Recourses Director
Franklin County Offices
120 County Way
Farmington, ME 04938

Request No. 313835

Dear Tiffany Baker:

Thank you for requesting an extension on serious hazards identified in our Written Report for Visit Number 388459 needed to demonstrate a good faith effort to correct the hazard, show evidence that correction has not been completed because of factors beyond the employer's reasonable control, and show evidence that the employer is taking all available interim protection steps to safeguard employees. The submitted request for extension, received by this office on September 24, 2025, has been reviewed and approved for extension. A revised List of Hazards is attached with an extension date of November 6, 2025. A copy of the revised List of Hazards needs to be posted in an area for employees to read.

Appendix B of your original report or an equivalent as written verification of the correction of this item is expected by the new correction date. If you should find that additional time is needed beyond this extension, a brief explanation of why more time is needed should be submitted in writing to our office by the extension date.

If we can be of further assistance, you may contact our office at the numbers listed below or by emailing Mary.S.Matthews@Maine.gov.

Sincerely,

Mary S. Matthews
23g Program Manager

HAZARD WITH ABATEMENT STILL IN PROGRESS

This List of Hazards must be posted, unedited, in a prominent place where it is readily observable by all affected employees for three (3) days, or until the hazards are corrected, whichever is later.

VISIT #: 388459
VISIT DATE: 07/08/2025

Franklin County Offices
140 Main St.
Farmington, ME 04938

This is a notification of all hazards identified during the consultation visit, that have not been abated. This notification is **not** a citation. Franklin County Offices is a voluntary participant in the consultation program and has agreed to correct the hazards on this list within the correction due date specified. Franklin County Offices has also agreed to make information on other-than-serious hazards as well as corrective action proposed by the consultant available to employees upon request.

Item	7	Hazard Type	Serious	# of Instances	1
Standard	1910.38(b)				
Correction Due Date	10-06-2025				
Hazard Corrected Date					
Extended Correction Due Date	11-06-2025				
Condition	Employer has not developed, implemented, or maintained an Emergency Action Plan for each area.				
Description	Written and oral emergency action plans. An emergency action plan must be in writing, kept in the workplace, and available to employees for review. However, an employer with 10 or fewer employees may communicate the plan orally to employees.				

Jamie Sullivan

From: Steve Overlock <steve.overlock@modernpest.com>
Sent: Monday, October 6, 2025 10:02 AM
To: Amy Bernard; Brandon Gray
Cc: Jamie Sullivan; Tiffany Baker; Commissioner Bob Carlton
Subject: Re: Pigeon Work
Attachments: Outlook-MPS-logo-h; FRANKLIN COUNTY COURTHOUSE-QUARTERLY INSPECTIONS.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

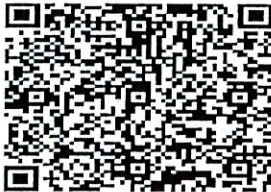
Good morning All,

Attached is the work order to complete quarterly wildlife inspections for the courthouse. I spoke with the wildlife team, we use 23 gauge hardware cloth . Also, there is some concern about the bell itself. We are going to use simple soap and water to clean it as we do not want to do any harm the bell. Can you sign off that we are not held responsible for damage to the bell as we do not know what damages have been done to the bell from the pigeons already or what soap will do to the bell.

Sincerely,

Steven Overlock
Commercial Account Manager
Modern Pest Services - an Anticimex company
44 Industrial Drive | Augusta | ME 04330
Mobile: 207.620.0505 | steve.overlock@modernpest.com

Anticimex SMART



Scan and Leave us a review!

www.modernpest.com

From: Amy Bernard <ABernard@franklincountymaine.gov>
Sent: Friday, October 3, 2025 3:26 PM
To: Steve Overlock <steve.overlock@modernpest.com>; Brandon Gray <BGray@franklincountymaine.gov>
Cc: Jamie Sullivan <JSullivan@franklincountymaine.gov>; Tiffany Baker <TBaker@franklincountymaine.gov>; Commissioner Bob Carlton <BCarlton@franklincountymaine.gov>
Subject: RE: Pigeon Work

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Steve,

What is the status of the maintenance quote and specifies on the material of the mesh?

Thank you,

Amy

Amy Bernard, MPA
(She/her/hers)

County Administrator
Phone: 207-860-4250
Email: ABernard@franklincountymaine.gov
120 County Way, Suite 4
Farmington, ME 04938
www.franklincountymaine.gov



From: Steve Overlock <steve.overlock@modernpest.com>

Sent: Tuesday, September 30, 2025 3:35 PM

To: Amy Bernard <ABernard@franklincountymaine.gov>; Brandon Gray <BGray@franklincountymaine.gov>

Cc: Jamie Sullivan <JSullivan@franklincountymaine.gov>; Tiffany Baker <TBaker@franklincountymaine.gov>;

Commissioner Bob Carlton <BCarlton@franklincountymaine.gov>

Subject: Re: Pigeon Work

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department

I will make sure we place a block on the schedule immediately for the service techs.

Sincerely,

Steven Overlock

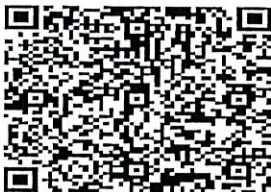
Commercial Account Manager

Modern Pest Services - an Anticimex company

44 Industrial Drive | Augusta | ME 04330

Mobile: 207.620.0505 | steve.overlock@modernpest.com

Anticimex SMART



Scan and Leave us a review!

www.modernpest.com



COMMERCIAL SERVICE AGREEMENT

1-800-323-7378

Service Address

Name/Client: Franklin County Courthouse (534802) ☐ Multiple locations attached to Billed Account (listing attached)
Street: 140 Main St
City: Farmington State: ME ☒ Zip Code: 04938
Phone: 207-578-0444 Fax: _____
Service Contact Name: Brandon Gray
Service Email: bgray@franklincountymaine.gov
Fed ID: _____ or ☐ SSN

Program

Program Description

Program Name: SP INSP BIRD

Frequency: _____

SP INSP BIRD-SPECIAL SERVICE INSPECTION FOR BIRDS. Quarterly inspections for birds and other wildlife within your building.

Service Summary

Initial Service	100.00 \$
Follow-Up Services	0.00 \$
Initial Equipment**	0.00 \$
TOTAL TO START	\$ 100.00
Total Monthly Charges	100.00 \$
Annual Cost of Pest Management Service Less Initial (Including Add-Ons)	300.00 \$
Annual Cost of Exterior Treatments	\$ 0.00
TOTAL ANNUAL AGREEMENT YEAR 1	\$ 400.00
Total Cost of Annual Agreement Year 1 After 5% Pre-Pay or Other Discount	\$ 380.00
**Any additional equipment will be provided at an additional cost	

Service Agreement

Standard Policy: All additional services will be prescheduled with the Modern Communication Center. If an emergency service is needed, or client is seeing continued pest pressure, a call back can be performed upon request at no charge for covered pests, assuming client has maintained a minimum of monthly service at location in question. Modern will service client call-backs as early as possible if contacted during regular business hours. A current balance must be maintained and all scheduled service visits must be performed, or charged, for Modern's Money Back and Service Guarantees to remain in effect. If client reaches Modern after-hours, client will be contacted and scheduled the following business day. This pricing associated with service and equipment provided in this agreement is valid for thirty (30) days from date signed by Modern Pest. After that period a new agreement will be necessary.

☐ Client and Modern have elected to deviate from standard policy. See attached addendum.

Terms of Guarantee

Unless otherwise noted below, this agreement will be in effect for an original period of one (1) year, and shall renew itself on a month-to-month basis thereafter until a written 90-day notice is given by either party. Terms transfer to all successors and assigns. If service is discontinued before expiration dates, client agrees to pay a cancellation fee equal to one half the dollar value of all regular services remaining under this agreement. Modern is not responsible for insect or rodent damage to products or contents at the premises. Any additional equipment required beyond this initial service will be placed at charge to the client. I have read and understand all the terms on the third page of this agreement. If Modern determines additional regular service is required, Modern may increase service fees by providing 15-days written notice to the client.

Modern Authorization

Signature _____ Date 10/06/2025
Steven Overlock Commercial Account Manager
Printed Name _____ Title _____

Client Acceptance

Signature _____ Date _____
Printed Name _____ Title _____

Program Selected	EcoCare Program Details			
<input type="radio"/> Choice <input type="radio"/> Premium <input type="radio"/> Culinary <input type="radio"/> Hospitality <input type="radio"/> Health <input type="radio"/> Office <input type="radio"/> Property <input type="radio"/> Education <input type="radio"/> Bed Bug <input type="radio"/> SMART <input checked="" type="radio"/> Other/Seasonal (Specify Service Months) <input type="radio"/> Combination <input type="radio"/>	Initial Service Fee: \$ 100.00		Follow Up Svc Fee:	Qty: Frequency: Select <input type="button" value="v"/>
	Regular Service Fee: \$ 100.00		Frequency: Quarterly	<input checked="" type="checkbox"/> Modern Redo Discount: No
	Available Service Scheduling:			
	Days: Mon-Fri		<input type="radio"/> Organic	<input checked="" type="radio"/> Traditional
	Times: 8-5			
	SMART Agreement Terms		NOTES	
	<input checked="" type="radio"/> No Smart <input type="radio"/> 1 Year <input type="radio"/> 3 Year <input type="radio"/> 5 Year			
	SMART Summary			
	SMART Initial Cost	First Month Cost	Cost / Annual Agreement	
			Monthly	Annual
	\$ 0.00		\$0.00	

Additional Services					
<input type="checkbox"/> ILT Rental	Fee:	Frequency: Select	<input type="checkbox"/> ILT Service	Fee:	Frequency: Select
<input type="checkbox"/> Drain Fly	Fee:	Frequency: Select	<input type="checkbox"/> Stinging Insect	Fee:	Frequency: Select
<input type="checkbox"/> Ext. Spot	Fee:	Frequency: Select	<input type="checkbox"/> IPM Training	Fee:	Frequency: Select
<input type="checkbox"/> Flea Service	Fee:	Frequency: Select	<input type="checkbox"/> Quality Audit	Fee:	Frequency: Select
<input type="checkbox"/>	Fee:	Frequency: Select	<input type="checkbox"/>	Fee:	Frequency: Select

Full Exterior Treatments			Initial Equipment			
	Month	Qty	Fee	Type	Quantity	Unit Cost
C-Fly/Beetle				<input type="button" value="v"/>		\$ 0.00
General Pest				<input type="button" value="v"/>		\$ 0.00
Organic				<input type="button" value="v"/>		\$ 0.00
Wasp-Spider						\$ 0.00
Tick/Mosquito/Flea						\$ 0.00
			\$ 0.00			
Additional Notes on Exteriors:				Subtotal \$ 0.00		
				State ME <input type="button" value="v"/> State Sales Tax \$ 0.00		
				Total \$ 0.00		

Recurring Services Notes:
Other Notes:

Billing Summary

Discounts: No Prepay Discount Tax Exp. # _____

(attach certificate)

Street: _____ ☒ Address Same as Service

City: _____ State: _____ Zip: _____

Telephone: 207-578-0444 Fax: _____

Billing Contact Name: Brandon Gray

Billing Email: bgray@franklincountymaine.gov

Standard Billing: Invoices will be left at the service location. Billed accounts with multiple locations will receive a summary of open charges in form of a statement.

☐ Billing Client #:

☐ Email Invoices to client

☐ PO#

☐ Current Client

☐ Special Billing Elected. Attached Addendum.

☐ Credit Card

Card number should be called into the Communication Center at 888-997-3162.

☐ EFT from Bank Account ☒ Invoice

Please provide a voided check for our records.

EFT information should be called into the Communication Center at 800-323-7378. The payment information above is for:

☐ Initial Only

☐ All Services

☐ Cash Payment

☐ Check Payment (# _____)

The Party signed below acknowledges billing detailed herein:

Initial Service Instructions:

Inspect all areas for wildlife activity. Pay close attention to the attic and bell tower due to prior pigeon activity.

Other Instructions for Office:

Please set up email notifications

Schedule Date: _____ Service Pro: _____

EQUIPMENT IN USE AT START OF SERVICE (MODERN OWNED)

Rodent Equipment Type Initial Quantity Installed

Anticimex SMART Connect	1
Anticimex SMART Eye	2
Anticimex SMART Eye on Multi	
Anticimex SMART Camera	
Anticimex SMART Box Link	
Anticimex SMART Box	
Anticimex SMART Catch	
Anticimex SMART Pipe	
Anticimex SMART Sense	

* If lost or damaged, the replacement of the above equipment is cost less depreciation of each product.

Modern Pest Control has the right to add or remove equipment as needed for the Anticimex SMART program.

* See service reports for current equipment counts including permanent and temporary devices in logbook, if used.

GENERAL TERMS AND CONDITIONS - MODERN PEST SERVICES

1 Application of these Conditions

1.2 These General Terms and Conditions – Modern Pest Business Services (these “Conditions”) are incorporated into all contracts for pest control or other services made by Modern Pest Inc. or its applicable subsidiary (collectively, “Modern Pest”).

1.3 In the event of any inconsistency between Customer's contract(s) with Modern Pest and these Conditions, the terms and conditions of these Conditions will control.

1.4 Certain capitalized terms are defined in §15.

2 Inspection and preparatory Pest Control

2.1 Prior to the commencement of any services to be provided under the Agreement, Modern Pest may, at its option, inspect the Object in order to make a risk assessment.

2.2 Based on the results of the inspection mentioned above in section 2.1, Modern Pest may carry out preparatory Pest Control on the terms and conditions mutually agreed upon by the Parties. If the Customer does not agree to the preparatory Pest Control which Modern Pest determines are necessary to provide the services, Modern Pest may, at its option, cancel the Agreement with no further obligation to Customer.

3 Contract Period and Renewal

3.1 Unless explicitly stated otherwise in the Agreement, the “Contract Period” is three (3) years from the effective date of the Agreement.

3.2 If either Party does not wish to renew the Agreement, this Party must notify the other Party no later than three (3) months prior to the end of the Contract Period or any renewal period. If such notice is not given, the Agreement is automatically renewed and extended for an additional one (1) year from the end of the initial Contract Period or any renewal period.

4 Commencement of the Agreement

4.1 The Agreement will enter into force on the date the first annual fee is paid in accordance with section 5.1 below.

5 Fees and charges

5.1 The Customer undertakes to pay a monthly fee as set out in the Agreement.

5.2 Modern Pest may increase the annual fee with respect to any future year. If Modern Pest increases any annual fee by more than the Permitted Increase, Modern Pest shall notify Customer of any increase of the annual fee no later than three (3) months prior to date on which the next annual fee is due. In the case of such an increase by more than the Permitted Increase, the Customer may, at its option, terminate the Agreement (effective on the day prior to the next annual fee payment date) by delivering a written request for termination to Modern Pest. Such termination request must be delivered to Modern Pest not later than thirty (30) days after the Customer's receipt of Modern Pest' notification of increase. Such termination will not relieve Customer of its obligations to pay any amounts due to Modern Pest with respect to any period prior to the termination date.

5.3 Modern Pest reserves the right to, in addition to the annual fee, charge the Customer for Modern Pest' performance of additional services (such as expedited service, technical service and troubleshooting), in each case as such additional services are mutually agreed by Customer and Modern Pest.

5.4 In case of non-payment or default by Purchaser, Modern has the right to terminate this agreement: reasonable attorney's and costs or collection shall be paid by the Purchaser.

5.5 COLLECTION AGENCY FEES: I understand and accept that if I fail to pay my account balance or any monies due and owing Modern Pest Services by the scheduled due date and fail to make acceptable

payment arrangements to bring my account current, Modern Pest Services may refer my delinquent account to a collection agency. I further understand that if Modern Pest Services refers my account balance to a third party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third party. The collection fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 33.3% of the amount outstanding. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

6 Changes to the Agreement

6.1 Modern Pest may from time-to-time modify the terms of the Agreement, including these Conditions. Any such change will not be effective against Customer unless Modern Pest notifies Customer in writing of such potential changes no later than three (3) months prior to the proposed effective date of the change.

6.2 Notwithstanding the foregoing, with respect to any change to the Agreement reasonably required in order to comply with applicable law and regulation or reasonably necessary in order to provide the services, Modern Pest shall give notice to Customer as soon as practicable under the circumstances, which notice must specify the effective date of the proposed change.

6.3 If the Customer does not accept the changes, the Customer may, at its option, terminate the Agreement by delivering a written request for termination to Modern Pest not later than ten (10) days after the Customer's receipt of Modern Pest' notification of the changes. In the event of such termination, Modern Pest shall reimburse the Customer for any unused portion of the most recent prepaid annual fee (based on a 365 day year and actual number of days elapsed).

7 Modern Pest's Obligations

7.1 Modern Pest will perform Pest Control at the Object. The method of Pest Control will be determined by Modern Pest on a case-by-case basis with attention to human welfare, environmental aspects and such other factors as Modern Pest determines to be appropriate. In the event that the Agreement includes Pest Control of Movables, and Pest Control must be performed at another location than at the Object, the Customer shall be responsible for all reasonable and documented costs incurred by Modern Pest for transporting Movables.

7.2 Modern Pest shall use commercially reasonable efforts to mitigate any risks related to the working environment at the Object.

7.3 Modern Pest will provide documentation regarding inspections, proposals for measures, reading protocols etc. related to the Agreement. The Customer may use such documentation in the course of the Customer's business. The documentation is provided for the Customer's reliance only and Modern Pest provides the documentation on the condition that no third party is entitled to rely on the content of the documentation.

7.4 Other than mounting and dismounting of Modern Pest's Equipment, Modern Pest will not be responsible for construction or alteration of any Buildings in connection with providing the services unless explicitly agreed upon in the Agreement.

7.5 Modern Pest's obligations do not include professional food handling unless explicitly agreed upon in the Agreement.

7.6 Modern Pest's obligations do not include Pest Control of Movables and/or Goods unless explicitly agreed upon in the Agreement, and in any event subject to the provisions in section 7.1.

7.7 Modern Pest will perform the services during the normal operational hours of Modern Pest, unless explicitly agreed otherwise in the Agreement.

GENERAL TERMS AND CONDITIONS - MODERN PEST SERVICES

8 The Customer's Obligations

8.1 The Customer shall:

8.1.1 grant Modern Pest access to the Object in accordance with Modern Pest's instructions;

8.1.2 provide any equipment reasonably requested by Modern Pest for access to the Object. This includes, but is not limited to, ladders and skylifts;

8.1.3 perform any preparations, prior to Pest Control, in accordance with Modern Pest's instructions. This includes, but is not limited to, construction or alteration of Buildings as requested by Modern Pest in connection with the services;

8.1.4 carefully follow all instructions given by Modern Pest;

8.1.5 ensure that all relevant areas or parts of the Object are accessible for the placement or mounting of equipment by Modern Pest;

8.1.6 ensure that proper power supply, in accordance with Modern Pest's instructions, is available if electrical or electronic equipment is being or has been mounted. This may include power supply from the electrical grid or via battery power;

8.1.7 be responsible for electricity revisions, and any electricity safety measures required at the Object;

8.1.8 notify Modern Pest of any particular conditions related to the Object. This includes, but is not limited to, any sensitive or restricted areas as well as any restrictions related to the access to these areas and/or other parts of the Object. To the extent necessary, the Customer shall provide Modern Pest with any special equipment or similar which is needed to access all or part of the Object;

8.1.9 immediately notify Modern Pest if the Customer becomes aware that any of Modern Pest's Equipment, including electronic traps and monitoring devices, signage, or control stations, has been damaged, moved, improperly used, or otherwise harmed or mishandled; and

8.1.10 immediately notify Modern Pest if the Customer suspects or becomes aware of any circumstances or events related to the Agreement which may adversely affect any Party's ability to fulfill its obligations under the Agreement.

8.2 The Customer shall comply with the applicable working environment legislation with respect to the Object. In addition, the Customer must, regardless of whether this is required by the applicable working environment legislation or not, create a safe working environment for Modern Pest's staff. This includes an obligation for the Customer to provide information and otherwise take any necessary measures, to create a safe working environment for Modern Pest's staff.

8.3 The Customer shall be responsible for any restoration of Buildings following the mounting and/or dismounting of Modern Pest's Equipment and/or after Pest Control.

8.4 It is your responsibility to notify building occupants of upcoming services and applications. Your cooperation is important to ensure the most effective results from Modern's service. Whenever conditions conducive to the breeding and harbourage of pests covered by this contract are reported in writing by Modern and are not corrected by you, Modern cannot assure satisfactory service. If these conditions noted by Modern are not corrected as required, all guarantees in the agreement shall automatically terminate and be cancelled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the client as an extra charge.

8.5 SENSITIVITIES: Pesticides may be applied on your property in performance of agreed services. As such, if you or any member of your household has a sensitivity to chemical odor or chemicals, or suffer from respiratory illness, you should consult your physician before any service is scheduled on your property. Please notify Modern, as well, and we will tailor a program to meet your needs.

9 Equipment, Data, Intellectual Property Rights

9.1 Modern Pest's Equipment remains the property of Modern Pest unless explicitly agreed otherwise in the Agreement.

9.2 The Customer shall be responsible for safeguarding Modern Pest's Equipment. Without limiting the foregoing, the Customer shall reimburse Modern Pest for the cost of any Modern Pest Equipment which is damaged, lost or destroyed as a result of the Customer's actions or omissions.

9.3 Modern Pest is entitled to enter the Object and repossess Modern Pest's Equipment upon the expiration, cancellation, or termination of the Agreement.

9.4 The Customer, at its own cost, shall be responsible for disposing of the Customers' existing hardware products in a manner which is environmentally friendly and consistent with applicable law and regulation.

9.5 Some Modern Pest's Equipment have an integrated system where Data (including information regarding the use and performance of the Modern Pest Equipment, such as but not limited to equipment failures, observations of equipment performance, measurement data, sensor levels) is stored automatically. Such Modern Pest Equipment may digitally send, upload, communicate, or transmit Data to Modern Pest for use by Modern Pest in accordance with this section 9.5.

All Data relating to the Service is owned by Modern Pest.

Modern Pest may use Data for any purpose including but not limited to provide and managing the Service, statistical purposes, development of the Service, Modern Pest's Equipment and other Modern Pest products or services, research, and marketing. To the extent that personal data of Customer's users is included in the Data, Modern Pest will not share or disclose personally-identifying information of Customer's users except as required to provide the Service and to comply with applicable laws.

9.6 All Intellectual Property Rights in, the Service, Data and/or Modern Pest Equipment is and remains the property of the Modern Pest (and its licensors).

If the Customer provides Modern Pest with ideas, comments or suggestions relating to the Service and/or Modern Pest's Equipment all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, services, methods, enhancements, modifications or derivative works), are owned solely by Modern Pest and Modern Pest may use or disclose the feedback for any purpose.

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Modern Pest to the Customer.

9.7 For the purposes of this Section 9, "Service" means the services to be provided to Customer by Modern Pest under this Agreement.

10 Limitation on Liability

GENERAL TERMS AND CONDITIONS - MODERN PEST SERVICES

10.1 Modern Pest will be liable only for direct damage to property or personal injury caused by the gross negligence of Modern Pest in its performance of services at the Object. Without limiting the foregoing, Modern Pest will not be liable to any person for special, indirect, incidental or consequential damages, including, but not limited to, loss of business, opportunity, revenue, or data.

10.2 Modern Pest's liability under the Agreement shall never exceed the replacement value of damaged property. The liability of Modern Pest under the Agreement is under all circumstances, limited fees paid under the Agreement.

10.3 Modern Pest will not be liable for any fees, fines, administrative fines, penalties, or any other similar sanctions which may be imposed on the Customer following an inspection or an incident.

10.4 Modern Pest will not be liable for any fees incurred by or imposed on the Customer for supervisions or inspections according to any applicable environmental legislation.

10.5 Modern's liability under the agreement will be terminated if Modern is prevented from fulfilling its responsibility under the terms of this agreement by reason of delays in transportation, shortages of fuel and/ or materials, strikes, embargoes, fire, floods, quarantine, restrictions, earthquakes, hurricanes, and any other act of God or circumstances or cause beyond the control of Modern.

10.6 The agreement does not cover and Modern will not be responsible for:

10.6.1 any present or future insect and/or rodent damage to the structure(s) or contents, or provide for the compensation or repair of same.

10.6.2 damage or loss of personal property resulting from lack of security or acts of third parties.

10.6.3 damage or loss of personal property due to The Client(s) and/or Occupant(s) failure to comply with the specific instructions outlined in Modern's Pest Management Reports.

10.6.4 Modern disclaims any liability for special incidental or consequential damages. The guarantee stated in this agreement is given in lieu of any other guarantee or warranties expressed or implied, including any warranty of merchantability or Fitness for a particular purpose.

10.6.5 any loss of use of the premises, or any injury, disease or illness caused or allegedly caused by bites or the contamination by bed bugs or by any other insect.

10.7 Any claim under the terms of this agreement must be made immediately in writing to a Modern Branch.

10.8 The materials used in pest management services will comply with federal, state, and local laws and shall be acceptable to you. All pest management services shall be performed in accordance with the most effective scientific pest management procedures.

10.9 Modern performs its services in accordance with requirement of federal, state, and local law. In the event of a change in existing law as it pertains to the services promised herein, Modern reserves the right to revise the service fees or terminate this agreement.

10.10 Modern will furnish a Certificate of Insurance upon request.

11 Complaints and Limitation Rules

11.1 The Customer shall notify Modern Pest in writing of any damages

or claims as soon as possible after the Customer has become aware of or should have become aware of (i) the damage, or (ii) the event, negligence or omission causing the damage, in each case in reasonable detail. Any such notice must be delivered to Modern Pest within three (3) months from the earliest of (w) the time the latest service was completed or interrupted, (x) the termination or expiry of the Contract, (y) the date on which the Customer actually became aware of the claim, or (z) the date on which the Customer should have become aware of such damages or claims.

11.2 If written notice is not given within the time set forth in section 11.1 the Customer has forfeited its right to claim compensation from Modern Pest.

12 Force Majeure

12.1 If Modern Pest's performance of its obligations under the Agreement is prevented or is rendered unreasonably difficult by circumstances which Modern Pest has no reasonable control over, Modern Pest will not be obligated to perform its obligations for the time which the circumstance in question prevents Modern Pest's performance or renders it unreasonably difficult, nor for a reasonable time thereafter. Such circumstances include, but are not limited to, war, mobilization, insurrection, confiscation, currency restrictions, shortage of means of transport, general scarcity of goods, restrictions on fuel, disturbance on the labour market, disruptions in hardware or software, acts of civil or military authorities, exceptional weather conditions, or any other circumstance beyond the control of Modern Pest.

12.2 If a circumstance described in section 12.1 prevents Modern Pest's performance or renders it unreasonably difficult for more than six (6) months, either Party may terminate the Agreement with immediate effect by notifying the other Party in writing.

13 Termination of the Agreement

13.1 The Customer may terminate the Agreement if Modern Pest:

(i) materially breaches the Agreement and despite the Customer's written request for remedy fails to correct the breach; or

(ii) despite the Customer's written request for remedy repeatedly breaches the Agreement in the same manner more than twice in any six (6) month period. In the event of such immediate termination, Modern Pest shall reimburse the Customer for any unused portion of the most recent prepaid annual fee (based on a 365 day year and actual number of days elapsed).

13.2 Modern Pest may terminate the Agreement with immediate effect and/or suspend its performance of the service with immediate effect if:

(i) the Customer has failed to make a payment under the Agreement by the specified deadline;

(ii) the Customer has not cooperated with or assisted in Modern Pest's performance of the service as reasonably requested by Modern Pest;

(iii) the Customer has not followed Modern Pest's instructions with respect to the services;

(iv) the Customer has failed to fulfill its obligations under section 8 above, if the Customer in any other way has failed to fulfill its obligations towards Modern Pest, or if the Customer otherwise has breached the Agreement; or if

(v) Modern Pest has particular grounds for termination. Such particular grounds include, but are not limited to, changes in applicable legislation, a substantially increased risk of damages, or a change in the business activities of the Customer, in each case which in Modern Pest's reasonable discretion prevents or materially decrease Modern Pest's ability to perform the services or to receive the benefits (economic or otherwise) of the Agreement.

Solely with respect to termination pursuant to Section 13.2(v) above, the Customer will not be liable to Modern Pest for special, indirect,

GENERAL TERMS AND CONDITIONS - MODERN PEST SERVICES

incidental or consequential damages, including, but not limited to, loss of business, opportunity, revenue, or data.

14 Processing of data – Confidentiality

14.1 Personal Data

The Parties are responsible for ensuring that the processing of personal data takes place in accordance with applicable law and regulation.

14.2 Confidentiality

Modern Pest undertakes not to disclose confidential information which Modern Pest has received from the Customer or which Modern Pest learns as a consequence of the performance of the services under the Agreement to a third party. This obligation only applies to information which the Customer has labelled or identified as being confidential.

14.3 The obligation of confidentiality in section 14.2 will not apply to information which was publicly known, information which Modern Pest has developed independently without relation to information received from the Customer, or to information received by Modern Pest from a third party. Moreover, the obligation of secrecy will not prevent disclosure made by Modern Pest which is required by applicable law or regulation or by an order issued by a governmental authority.

15 Definitions. As used herein:

15.1 Agreement

"Agreement" means a legally binding contract between Modern Pest and the Customer for the sale and purchase of services ordered by the Customer and accepted by Modern Pest in accordance with these Conditions. The Agreement and these Conditions constitute one and the same document.

15.2 Modern Pest's Equipment

"Modern Pest's Equipment" means all equipment owned by Modern Pest and mounted by Modern Pest or placed in or adjacent to the Object by Modern Pest.

15.3 Building

"Building" means buildings at the Object and properties at the Object which belong to the building and includes, for example, fixtures, and other objects which the Building has been fitted with for permanent use. The sewage system is never included in a "Building."

15.4 Customer

"Customer" means the Party to the Agreement receiving any services from Modern Pest for remuneration in accordance with the Agreement.

15.5 Data

"Data" means all data (including personal data) that is held, created, generated, stored, used, or transferred when using Modern Pest's Equipment as part of the Service.

15.6 Goods

"Goods" means raw materials, products being processed, fully- or semi-finished goods, goods acquired for reselling, and any packing materials for the items mentioned above.

15.7 Intellectual Property Rights

"Intellectual Property Rights" means any and all rights comprising or relating to: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs), and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction

throughout the world.

15.8 Movables

"Movables" means personal property and includes, for example, furniture, equipment, machinery, shelves, gondolas etc. which can be moved from the Object.

15.9 Object

"Object" means the business premises of the Customer subject to Pest Control as specified in the Agreement.

15.10 Party/Parties

"Party" and/or "Parties" means Modern Pest or the Customer, or both Modern Pest and the Customer (as is applicable).

15.11 Permitted Increase

"Permitted Increase" means, with respect to any annual fee, a percentage increase that is communicated to the client with 15 days notice.

15.12 Pest Control

"Pest Control" means professional measures for pest control through counselling, use of traps or other mechanical Pest Control measures, and/or chemical treatment, in accordance with applicable standards and regulations.

16 Disputes

16.1 This Agreement will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any other jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

16.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.1



Franklin County, Maine

October 7, 2025

Northern Border Regional Commission
53 Pleasant Street, Suite 3602
Concord, New Hampshire 03301

RE: Maine Department of Agriculture, Conservation & Forestry

Dear NBRC Catalyst Program Review Committee,

On behalf of the Franklin County Commissioners, we are writing to express our full support for the Maine Department of Agriculture, Conservation & Forestry application for a grant for the replacement of five bridges on the Caribou Pond Road that are in poor condition and currently present safety and environmental issues through the Catalyst Program. As local government representatives, we are deeply invested in the health and vitality of our community, and we believe this project will have significant benefits for our residents, visitors, and local economy. This project is vital not only for ensuring public safety and environmental protection, but also for restoring access to a key recreational and economic resource in our region.

The Caribou Pond Road provides access to a high-value recreation area that is heavily utilized by hikers, snowmobilers, anglers, mountain bikers, and wildlife enthusiasts throughout the year. Unfortunately, the current condition of the bridges severely limits this access, posing safety hazards and causing environmental degradation. Without immediate investment, these conditions will only worsen, further impacting both the landscape and the many individuals who rely on this area for recreation and livelihood.

Beyond its recreational importance, this roadway is also essential for forest management activities. These activities are currently restricted due to the deteriorating infrastructure, impeding responsible forest stewardship and disrupting an important component of our local economy.

140 Main Street, Suite 3, Farmington, Maine 04938. (207) 778-6614

Tom Saviello District #1	Fen Fowler District #2	Tom Skolfield District #3	Bob Carlton District #4	Jeff Gilbert District #5
-----------------------------	---------------------------	------------------------------	----------------------------	-----------------------------

Amy Bernard
County Administrator
abernard@franklincountymaine.gov



Franklin County, Maine

Timely replacement of these bridges will directly support sustainable forestry operations and associated jobs that are crucial to the economic vitality of Northern Franklin County.

This grant funding represents a unique opportunity to invest in infrastructure that directly supports environmental stewardship, public safety, and economic resilience. We fully support this grant application and encourage your consideration of this project.

Thank you for considering the Maine Department of Agriculture, Conservation & Forestry grant application.

Sincerely,

Thomas Skolfield,
Franklin County Commissioner, Vice Chair

TS/js

140 Main Street, Suite 3, Farmington, Maine 04938. (207) 778-6614

Tom Saviello	Fen Fowler	Tom Skolfield	Bob Carlton	Jeff Gilbert
District #1	District #2	District #3	District #4	District #5

Amy Bernard
County Administrator
abernard@franklincountymaine.gov

Amy Bernard

From: Susan Black
Sent: Tuesday, September 30, 2025 8:46 AM
To: Amy Bernard
Subject: RE: AS400

Categories: 1. To Respond

Jim will help me with that. He has someone he will be checking with. He will know roughly what it is worth.
Thanks

Susan A Black
Franklin County Registry of Deeds
140 Main St., Suite 5
Farmington, ME 04938
207-778-5889

From: Amy Bernard <ABernard@franklincountymaine.gov>
Sent: Tuesday, September 30, 2025 8:38 AM
To: Susan Black <SBlack@franklincountymaine.gov>
Cc: Commissioner Bob Carlton <BCarlton@franklincountymaine.gov>; Jake Nichols <JNichols@franklincountymaine.gov>
Subject: RE: AS400

Hi Susan,

Thanks for letting me know about the AS400 Server. I'll be sure to include this in my report for the next Commissioner's meeting to get the necessary approval. Once that's sorted, will you coordinate the sale and determine an appropriate price. I'll keep you updated on any developments.

Best,

Amy Bernard

Amy Bernard, MPA
(She/her/hers)

County Administrator
Phone: 207-860-4250
Email: ABernard@franklincountymaine.gov
120 County Way, Suite 4
Farmington, ME 04938
www.franklincountymaine.gov



Tiffany Baker

From: Tyler Smith <tsmith@lokllc.com>
Sent: Thursday, October 2, 2025 8:23 AM
To: Tiffany Baker; J.R. Fallon; Gene Libby
Cc: Elizabeth Briggerman; Janet Wilson
Subject: RE: Policies for Review

Franklin County

Warning: Sender tsmith@lokllc.com is not yet trusted by your organization.
Please be careful before replying or clicking on the URLs.

[Report Phishing](#) [Remove Banner](#)

powered by Graphus®

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department

Good morning,

We do not have any proposed amendments to these drafts. But we do have some observations for future consideration.

1. Inclement Weather Policy:

- a. The County should decide in advance which positions (outside of the 24-hour operations) are essential and have to work and which ones do not. From our past experience, there is always a range of opinions what the term “essential” is meant to cover. The County may also wish to modify job descriptions to reflect the “essential” position status. By identifying the positions now, there will be no issue when the policy is triggered in the future.
- b. The County should be aware that this level of compensation for will be raised by the relevant unions in the next CBA negotiation as the baseline for how they should be treated in the 24-hour operations world.

2. Comp time policy

- a. It likely makes sense to give some thought to what positions will likely be covered by the requirement to be called into work during nonstandard hours and consider amending the job description to include that requirement.

- b. As indicated above, the respective unions will likely seek the same compensation arrangement in the next set of negotiations.

Please let us know if you have any questions. .

Thank you,

Tyler J. Smith | Partner

Libby O'Brien Kingsley & Champion, LLC

62 Portland Road, Suite 17

Kennebunk, ME 04043

Tel: 207-985-1815

Direct: 207-985-4531

Email: tsmith@lokllc.com



This message is intended for the use of the addressee only and may contain information that is privileged and confidential. If you are not the intended recipient of this message, be notified that any dissemination or use of this message is strictly prohibited. If you have received this message in error, please delete all copies of the message and its attachments and notify the sender immediately. Thank you. Libby O'Brien Kingsley & Champion, LLC

From: Tiffany Baker <TBaker@franklincountymaine.gov>

Sent: Wednesday, September 17, 2025 9:58 AM

To: J.R. Fallon <jrfallon@lokllc.com>; Gene Libby <glibby@lokllc.com>; Tyler Smith <tsmith@lokllc.com>

Cc: Elizabeth Briggeman <ebriggeman@lokllc.com>; Janet Wilson <jwilson@lokllc.com>

Subject: Policies for Review

Good morning,

The Commissioners took a vote yesterday to send the attached policies to legal for review. Feel free to mark up these drafts as you see fit. We would like these back from you by no later October 2nd, if possible.

Please let me know if you have any questions.

Thanks,

**Tiffany Baker,
SHRM-CP**

**(She, her, hers)
Human Resources
Director/Deputy
County Administrator**

120 County Way, Suite 4

Farmington, ME 04938

Office: 207-860-4251

Cell: 207-491-6520

Fax: 207-558-0385

Disclaimer

This e-mail, and any file or attachment transmitted with it, is intended only for the use of the person, firm or entity to which it is directed, and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or otherwise responsible for delivering the message to the intended recipient, be notified that any disclosure, distribution or copying of this information is strictly prohibited. If you have received this communication in error, destroy

all copies of this message, attachments and/or files in your possession, custody or control and any other copies you may have created, and notify the sender at the sender's e-mail address listed above.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Compensatory Time Policy for FLSA-Exempt Employees

Purpose

Franklin County recognizes that some exempt, nonelected employees are expected to respond to emergency calls or critical needs outside of normal business hours. Although these employees are exempt from overtime requirements under the Fair Labor Standards Act (FLSA), the County wishes to acknowledge the additional burden placed on them by providing a limited amount of compensatory time off ("comp time") when call-out duties occur. This policy establishes eligibility, accrual rates, approval requirements and usage rules for comp time for exempt, nonelected employees.

Eligibility

- **Exempt status** - Only employees who are classified as FLSA-exempt and who are routinely required to respond to calls outside of normal business hours are eligible to accrue comp time under this policy.
- **Call-out requirement** - "Call-out" refers to an unscheduled request from an authorized supervisor or agency requiring the employee to perform work duties outside of their standard work schedule. This includes call outs during planned time off. Routine monitoring of emails or occasional telephone conversations that do not materially restrict an employee's personal time are not considered call-outs.
- **Department head approval** - Prior to receiving comp time credit for a call-out, the employee must obtain approval from their department head. Approval may be granted on a case-by-case basis or through standing authorization for employees who are regularly scheduled to be on call. For a standing authorization, the Department Head and employee must sign an acknowledgement which will be placed in the employee's personnel file.

Accrual of compensatory time

- **Minimum call-out credit** - An eligible exempt employee who responds to a call outside of normal business hours which equates to a minimum of 15 minutes but does not exceed four hours will receive four hours of compensatory time. This minimum credit acknowledges that even short call-outs disrupt personal time and may involve travel and preparation.
- **Extended call-out credit** - If the call-out requires the employee to work four hours or more, the employee will receive eight hours of compensatory time. Should an employee be called for service outside of normal business hours on a weekend for a multi-day event, lasting at or above 8 hours per day, the employee will receive 8 hours for each day worked. If less, it will follow the minimum call out credit stated above. (Ex. Weekend day 1 is 8 hours, day 2 is less than 4= total of 12 hours of comp time accrued for the weekend)
- **Per-occurrence accrual** - Comp time is awarded per call-out event and may not be multiplied based on the actual number of hours worked. For example, a six-hour call-out still results in eight hours of comp time. Any call out exceeding 8 hours still earns 8 hours of comp time per occurrence.

- Recording - Employees must record the date, time and duration of each call-out on the using the designated request form created by the Human Resources Department. Department heads are responsible for verifying the information provided on the request form before approving comp time accrual and submitting the forms to the payroll department on a bi-weekly basis, following the payroll schedule.

Use of compensatory time

- Scheduling - Comp time must be taken no later than the end of the calendar year in which it is earned. Employees must request use of comp time through their direct manager at least one day in advance of use. Managers may deny requests if granting time off would unduly disrupt departmental operations.
- Maximum balance and carry-over - To prevent excessive accrual, exempt employees may not maintain more than 40 hours of unused comp time. Comp time balances may not be carried over from year to year; any unused comp time remaining on December 31 will be forfeited.
- No cash value - Comp time awarded under this policy has no cash value and will not be paid out upon separation from employment or transfer to a non-eligible position.
- No effect on benefits - Comp time does not count as hours worked for purposes of determining eligibility for benefits such as retirement contributions or leave accruals.
- Abuse of benefit - Misuse of this comp time benefit, such as falsifying call-out records or intentionally prolonging calls to accrue additional time, is prohibited. Abuse may result in disciplinary action up to and including termination.

Administration

- Compliance with FLSA - Although exempt employees are not entitled to overtime pay, this policy authorizes additional compensation in the form of paid time off without affecting the employee's exempt status. The Department of Labor permits employers to provide additional compensation to exempt employees without jeopardizing their exemption.
- Review and modification - The Human Resources Department will periodically review the effectiveness of this policy and may recommend changes. The County Commissioners reserve the right to modify or terminate this policy at any time.
- Interpretation - Questions regarding the interpretation of this policy should be directed to Human Resources. This policy does not supersede federal or state law and is not intended to create a contract of employment.

Effective date

This policy is effective upon approval by the Franklin County Commissioners and applies to call-out events occurring on or after that date.

INCLEMENT WEATHER—It is the general policy of the County for offices to remain open for business during inclement weather, unless extreme weather events or conditions would threaten the safety of employees and the community. In the absence of an extreme weather event, employees are expected to report for work on days when weather or other similar conditions make travel difficult, or travel advisories are in effect. When inclement weather conditions exist, Department Heads shall apply the following rules:

- A. Employees who elect not to report to work must notify their Department Head within one hour of the start of the workday. Employees who provide proper notice will receive an excused (unpaid) absence through proper notification of their Department Head. Employees can choose to use benefit time or take the hours as unpaid.
- B. Employees are expected to plan accordingly when inclement weather arises to ensure they leave adequate time to get to work on time. If an employee arrives late, they may use benefit time to compensate for missed time.
- C. An employee who exercises their judgment and elects to leave work early due to the conditions will only be paid for the hours worked. They may, however, receive an excused absence (unpaid) upon approval from their Department Head and must use benefit time to compensate for their missed time.

Continuously Operating Facilities: To maintain County operations, employees working in facilities that must operate twenty-four (24) hours per day shall make every reasonable effort to report to work as scheduled, even during officially declared emergencies, unless it is not possible for the employee to do so in a safe manner.

Should the County decide to close due to inclement weather conditions, emergency, and/or an extreme weather event, all nonessential employees will be compensated for their regular scheduled hours. Essential employees, outside of the continuously operating facilities explained above, who are called to work will be compensated for their hours worked and receive 8 hours of comp. time to be used at a later date.

Nonessential employees are defined as employees whose job does not support the critical infrastructure required to maintain public health and safety.

Procedure: The County Administrator will contact the Communications Director as well as the Sheriff's Department to assess the road conditions, and in addition, consider local closures in determining whether the County should close the offices. The County Administrator will then contact the Board of Commissioners and notify them of the results of the road condition evaluation and recommend closure when appropriate. When a decision is made to close, the County Administrator or designee will then contact each Department Head. Department Heads will then be responsible for contacting employees if work is canceled before the start of the workday. The County Administrator will also be responsible for contacting TV and radio stations to post announcements of closings. Announcements will be communicated to the public by TV on WCSH 6 as well as by radio on WKTJ 99.3.