FRANKLIN COUNTY COMMISSIONERS MEETING AGENDA

LOCATION: Franklin County EOC, 120 County Way, Farmington
DATE AND TIME: September 1, 2026 @ 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: Sheriff's Office – Sergeant Promotion

PUBLIC COMMENTS:

APPOINTMENTS:

NEW BUSINESS:

1. **Administrator's Report**
2. **Minutes**
3. **Treasurer's Report**
4. **Harold Jones – Fiscal Administrator of the UT - Discussion**
5. **David B. Turetsky, Founder, Author, Host, & Managing Consultant, HR Data Labs, LLC – Salary Survey/Structure**
6. **Department Presentation – Registry of Deeds**
7. **Franklin County Procurement Policy**
8. **Snow Contracts – Review and sign**
9. **MMA Worker's Comp Incentive**
10. **Radio Infrastructure Committee Update and RFP Request**
11. **Monthly Financial Review**

OLD BUSINESS:

MISCELLANEOUS:

WARRANTS: County AP, UT & Payroll

Executive Session in accordance with 1 M.R.S. § 405(6)(E): Consultation with Legal Counsel

Executive Session: 1 M.R.S. § 405(6)(A) – Personnel Matter – County Administrator Discussion

ADJOURNMENT:

Meeting Packets are available to view by clicking on the link below:
Agendas & Minutes - Franklin County, Maine (franklincountymaine.gov)

County Commissioner's Meeting
Agenda Discussion and Analysis
September 1, 2026

RECOGNITION: Sheriff's Office Promotion

APPOINTMENTS:

PUBLIC COMMENTS:

NEW BUSINESS:

Administrator's Report

- The contents in the vault at the courthouse containing the commissioner's office records have been moved to provide additional needed storage for the Probate Court.
- The Agenda for the MCCA conference to be held in September is now available and can be found in your flower folder.
- A copy of the four County Organizational Charts that were approved on October 21, 2025, can be found in your flower folder.
- Gage Broadway has accepted the fulltime Corrections Officer position with the Franklin County Detention Center. His first day will be August 31, 2026.
- Chasya Silvestre has accepted the parttime Corrections Officer position with the Franklin County Detention Center. Her first day will be August 31, 2026.
- Trent Tibbetts has accepted the parttime Corrections Officer position with the Franklin County Detention Center. His first day will be August 31, 2026.

Recommendation: Motion to accept the Administrator's Report.

Motion to approve the hiring of Gage Broadway for the full-time Corrections Officer position with the Franklin County Detention Center.

Motion to approve the hiring of Chasya Silvestre for the part-time Corrections Officer position with the Franklin County Detention Center.
Motion to approve the hiring of Trent Tibbetts for the part-time Corrections Officer position with the Franklin County Detention Center.

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

Recommendation: Motion to approve August 17, 2026, August 18, 2026, Special and August 18, 2026, Minutes.

Treasurer's Report: Included in the Packet

Recommendation: Motion to accept the Treasurer's Report.

Harold Jones – Fiscal Administrator of the UT - Discussion

Comments: Harold Jones, Fiscal Administrator for the Unorganized Territories, will attend the Commissioners' meeting to provide an overview of the Unorganized Territories (UT), including the development of the annual UT budget and the process used to determine tax assessments. Mr. Jones will also discuss the County's role and responsibilities related to the administration and funding of services within the UT.

Recommendation: None at this time

David B. Turetsky, Author, Host, & Managing Consultant, HR Data Labs, LLC – Salary Survey/Structure

Comments: David B. Turetsky, Author, Host, and Managing Consultant with HR Data Labs, LLC, will attend the Commissioners' meeting to discuss the development of a statewide county salary survey and compensation structure. Mr. Turetsky will provide an overview of the proposed process, including how salary and compensation data could be collected and compared among Maine counties, and how the information may assist counties in evaluating their current wage structures and maintaining competitive and equitable compensation practices.

Recommendation: None at this time.

Department Presentation – Registry of Deeds

Comments: Susan Black, Franklin County Register, will provide the Commissioners with a brief presentation highlighting the communication center's operations, core responsibilities, current initiatives, recent accomplishments, challenges, and upcoming priorities. This presentation is intended to provide the Board with a better understanding of the department's functions and ongoing efforts in support of Franklin County's mission.

Recommendation: None at this time.

Franklin County Procurement Policy

Comments: A Procurement Policy has been in place and utilized by the County for several years; however, staff have been unable to locate a signed copy of the policy. To ensure the County's records are complete and that the policy is formally documented, the Procurement Policy is being presented to the Commissioners for review, approval, and signature.

Recommendation: Motion to approve and sign the Franklin County Procurement Policy as presented.

Snow Contracts – Review and Sign

Comments: The snowplow contracts for FY2026–FY2027 have been prepared and are being presented to the Commissioners for review, approval, and signature. The two snowplow bids approved at the previous Commissioners' meeting exceeded the amounts budgeted for those contracts. The Commissioners may wish to discuss how to address the additional costs.

Recommendation: Motion to approve snow contracts as presented and authorize Sue Pratt to sign.

MMA Worker's Comp Incentive

Comments: Franklin County Government is committed to providing a safe and healthy work environment for all employees. Through a collaborative partnership with the Maine Municipal Association (MMA), the County's workers' compensation provider, Franklin County is committed to achieving Tier 1 compliance with Maine Department of Labor safety standards.

This commitment includes the development and implementation of effective workplace safety policies, ongoing safety training for current and newly hired employees, and routine workplace inspections to identify and address potential hazards. These efforts will be supported by the full commitment and active participation of County leadership, department heads, supervisors, and employees.

The County's overall goal is to strengthen its workplace safety culture, reduce the frequency and severity of workplace injuries, and improve compliance with applicable safety standards. Through these coordinated efforts, Franklin County will work toward reducing workers' compensation costs and achieving a 5% reduction in workers' compensation premiums, while maintaining employee safety as the primary objective.

Recommendation: Motion to accept the resolve from MMA Worker's Compensation Fund Safety Incentive.

Radio Infrastructure Committee Update and RFP Request

Comments: The Radio Infrastructure Committee has met twice since its formation and continues to make progress on the County's radio infrastructure improvement project. The Committee has received information regarding a potential grant opportunity, established a timeline for gathering information needed for the grant application, and identified areas of the County where equipment upgrades or improved radio coverage may be needed. The Committee has also developed an RFP for a radio communications consultant, with input and information obtained from Oxford and Penobscot Counties. The proposed RFP includes a two-phase approach beginning with an assessment of the existing infrastructure, including site visits to communication towers and recommendations for improvements. Committee members have reviewed the RFP and agree that it adequately addresses the scope of the project and is ready to be distributed to prospective consultants.

Recommendation: Motion to approve the Radio Infrastructure Committee's Request for Proposals (RFP) for a radio communications systems consultant and authorize its release to prospective consultants.

Monthly Financial Review

Comments: BlueStar Accounting has provided the July 2026 Financial Review Report for your review.

Recommendation: Signoff on the July 2026 Financial Review Report as prepared by Bluestar Accounting.

OLD BUSINESS:

PREPARED FOR THE FRANKLIN COUNTY BOARD OF COMMISSIONERS

Maine County Compensation Survey

Shared Data. Real Benchmarks. Better Decisions.

A statewide service for Maine's 16 counties — built and governed by the counties.

HR Data Labs Consulting | September 2026

HR DATA LABS® CONSULTING

THE CHALLENGE

Pay Decisions Are Getting Harder Every Year

What Maine county leaders are telling us:

- Franklin County competes for staff with nearby municipalities, the State, and private employers.
- Pay decisions are made without comparable data — every county is on its own.
- FOAA requests for salary data are time-consuming and inconsistent.
- Wage pressure keeps rising, and budget defenses need to be backed by evidence.
- Each county solving this alone duplicates cost across all 16.

3.2% — **average public-sector COLA, 2024–25**
Pay is moving fast — last year's data is already stale.

16 — **counties facing the same problem**
One shared answer is cheaper than 16 separate ones.

July '26 — **Maine's pay transparency law took effect**
Posted pay ranges are now public — and must be defensible.

THE SOLUTION

One Survey, Built and Governed by Maine Counties

A single, always-current database of county job and pay data. Three counties have already submitted; seven more are committed.

1. **Submit Once**
   Each county loads its job and pay data via a simple template — typically under two hours of staff time.

2. **Access Anytime**
   Run apples-to-apples reports whenever you need them — for budgets, negotiations, or board questions.

3. **Stay Current**
   Counties submit updates as changes happen. The data never goes stale, and there's no annual scramble.

SAVE MONEY

A Fraction of the Cost of Going It Alone

Three ways counties get comp data today — and what each one costs.

One-Off External Study

$15,000 – $35,000

per study, every few years

Snapshot in time. Out of date the day it's delivered. Each county pays separately.

Third-Party Salary Survey

$2,500 – $10,000

per county, per year

Generic national or regional data. Rarely matches Maine county jobs cleanly.

Maine County Survey

$1,200 – $1,800

per year — Franklin's tier

Maine-county data, refreshed continuously, governed by the participating counties.

Plus: time savings on FOAA, peer outreach, and ad-hoc data calls — every week of every year.

ACTIONABLE INFORMATION

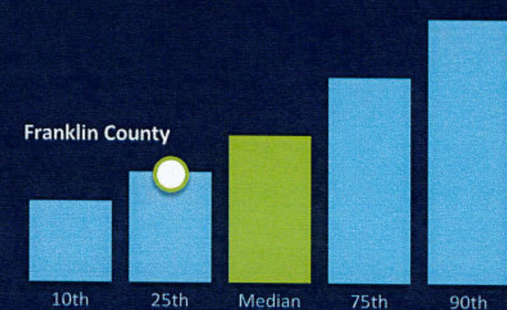
Numbers You Can Take Straight Into a Budget Meeting

Reports are built around the questions commissioners actually get asked.

- Where does each position sit vs. the all-county median and quartiles?
- Which roles are below market and creating retention risk?
- How do union and non-union ranges actually compare in Maine?
- What's our internal compression look like across grades and steps?
- How do we stack against peer counties of similar size or region?

SAMPLE REPORT · MARKET POSITION

Deputy Sheriff



Below median for this role — quantified retention risk and a defensible budget ask.

WHAT'S INCLUDED

Everything You Need — In One Subscription

✓ All Reports & Exports

Unlimited access to market position, compression, peer-group, and FOAA-ready exports.

✓ Continuous Updates

Quarterly refreshes plus an annual full review — your data never goes stale.

✓ FOAA Support Tools

Pre-formatted CSV/PDF exports and request templates that cite Maine FOAA statute.

✓ Job Matching & Validation

We standardize titles and validate submissions so reports are apples-to-apples.

✓ Analyst Support

Direct access to HR Data Labs analysts for questions throughout the year.

✓ County-Governed Roadmap

An advisory committee of county HR and finance leaders shapes future enhancements.

WHAT IT COSTS

Annual Participation Fees

Tiered by county population. All tiers include the same reports, support, and updates.

Small Counties

$1,200 – $1,800

Under 40,000 — Franklin County's tier

per year

Medium Counties

$2,000 – $3,000

Population 40,000 – 120,000

per year

Large Counties

$3,500 – $5,000

Population over 120,000

per year

Authorize now → submit data this fall → first reports in hand for the next budget season.

THE ASK

What We're Asking of Franklin County Today

01 Authorize Staff to Proceed

Direct the County Administrator and HR to enroll Franklin County in the survey.

02 Submit the Data

About two hours of staff time using a simple template — we handle job matching and validation.

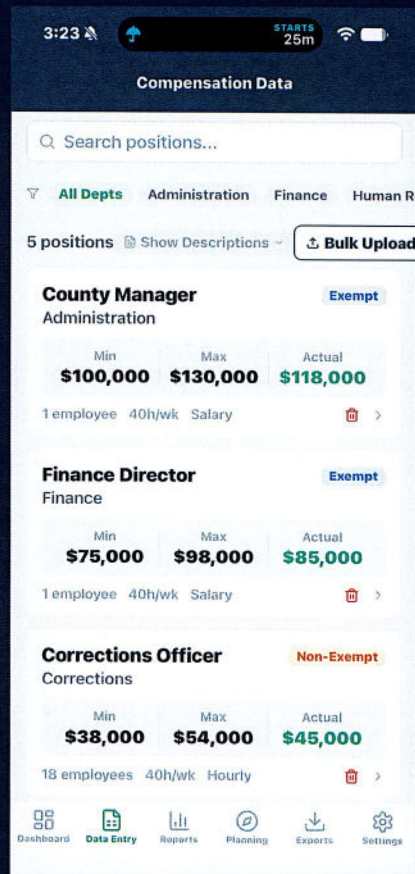
03 Help Govern It

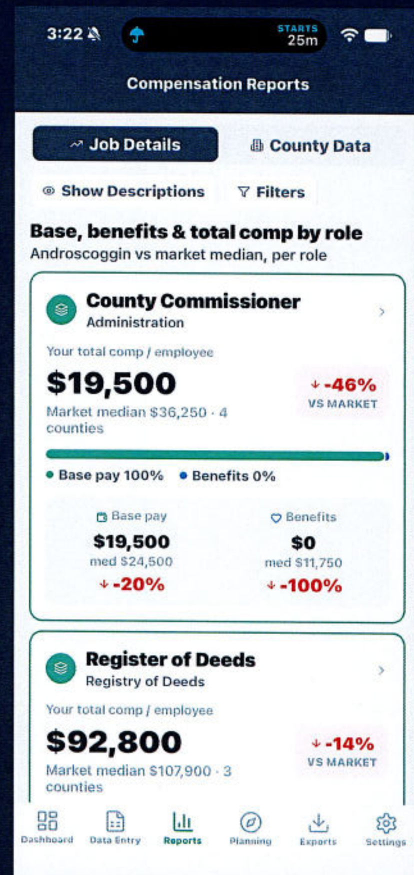
Nominate an HR or finance leader to the advisory committee that governs the survey.

Franklin saves money. Commissioners get answers. Maine gets one defensible source.

THE ASK

Is the Survey real?





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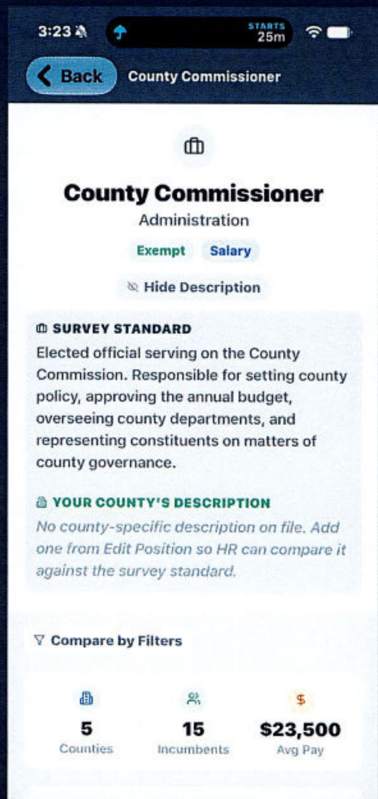

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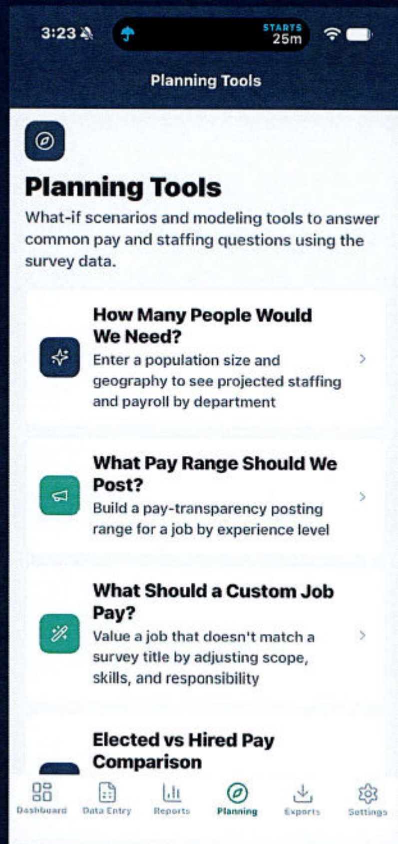

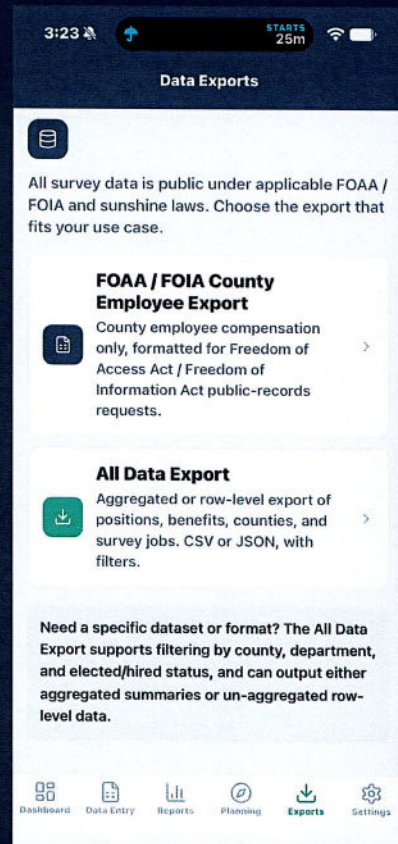

COUNTY OF FRANKLIN, MAINE
Procurement Policy

1. *Introduction and Purpose.*

The County of Franklin ("the County") has, by and through its County Commissioners, adopted this Procurement Policy ("Policy") to ensure that goods and services purchased by the County are obtained in a cost-effective manner and in compliance with applicable federal and state laws.

2. *Code of Conduct.*

A. The County shall not participate in the selection, award, or administration of a contract, regardless of the source of funds supporting such contract, if it has a real or apparent conflict of interest, as further defined in 30-A M.R.S. § 2605, as amended. Without limiting the foregoing, such "conflicts of interest" shall include, but shall not be limited to situations where any County official has a "direct or indirect pecuniary interest" in the recipient of a County contract or purchasing order, as those terms are defined in 30-A M.R.S. § 2605(4), as amended.

B. No officer, employee, or agent of the County may solicit or accept gifts, money, gratuities, favors, or anything of monetary value, except unsolicited items or services of nominal value from vendors, prospective vendors, parties to subcontracts, or any other person or entity that receives, or may receive, compensation for providing goods or performing services for the County. Items of nominal value, valued at less than $25.00, which fall into one of the following categories may be accepted: (1) promotional items; (2) honorariums for participation in meetings; or (3) meals furnished at banquets. Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to the County Administrator.

C. No officer, employee, or agent of the County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract: (1) the employee, officer, or agent involved in the selection, award, or administration of a contract; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization which employs or is about to employ any of these parties.

D. Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to the County Administrator. Any such conflict shall be disclosed in writing by the County Administrator to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

3. *Procurement Requirements and Considerations.*

A. Competition. All procurements shall be conducted in a manner that provides, to the maximum extent practical, full and open competition. Procurements shall:

i. Avoid noncompetitive practices that may restrict or eliminate competition, including but not limited to:
   a. Unreasonable qualification requirements.
   b. Unnecessary experience and excessive bonding requirements.
   c. Noncompetitive pricing practices between firms or affiliated companies.
   d. Noncompetitive contracts to consultants on retainer contracts.
   e. Organizational conflicts of interest.
   f. Specifying "brand name" only instead of allowing "an equal to" product.
   g. Arbitrary actions.

ii. Not intentionally split a single purchase into two or more separate purchases to avoid dollar thresholds that require more formal procurement methods.

iii. Exclude contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for a proposal from competing for such procurement.

iv. Include in any prequalified list an adequate number of current, qualified vendors, firms, or products.

v. Not preclude potential bidders from qualifying during the solicitation period.

vi. Not use any geographic preferences (state, local or tribal) in the evaluation of bids or proposals, except where expressly mandated or encouraged by applicable Federal statutes.

B. Profit. For sole source procurements or when cost analysis is used, profit must be negotiated as a separate element of the procurement price.

i. To establish a fair and reasonable profit, consider: complexity of work performed, risk borne by contractor, contractor's investment, amount of subcontracting, quality of contractor's record and past performance, and industry profit rates in surrounding geographical area for similar work.

ii. The County may not use either the cost plus a percentage of cost, or percentage of construction cost methods of contracting.

C. Minimum Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding $10,000, the requirements for bonding shall, at a minimum, be as follows:

i. A bid guarantee from each bidder is equivalent to five percent of the bid price.[1]

ii. A performance bond on the part of the contractor is for 100% of the contract price.[2]

iii. A payment bond on the part of the contractor is for 100% of the contract price.[3]

iv. All bonds required in this section are obtained from companies holding certificates of authority as acceptable sureties pursuant to the surety requirements for companies doing business with the United States.

D. Solicitations. All solicitations shall incorporate a clear and accurate description of the technical requirements for products or services to be procured. Descriptions:

i. Must not contain features which unduly restrict competition.

ii. May include a statement of the qualitative nature of the material, product or service to be procured.

iii. When necessary, must set forth minimum essential characteristics and standards necessary to satisfy its intended use.

iv. Should avoid detailed product specifications if at all possible.

v. May use a "brand name or equivalent" description to define performance or other salient requirements when impractical or uneconomical to make a clear and accurate description of technical requirements. Specific named brand features required to be met must be clearly stated.

vi. Must identify all requirements which offerors must fulfill and all other factors to be used in evaluating bids and proposals.

4. *Procurement Methods.*

A. All procurements. All procurements made under this policy shall:

i. Be necessary, at a reasonable cost, documented, not prohibited by law or the applicable funding source, and made in accordance with this Policy.

ii. Avoid acquiring unnecessary or duplicative items with due consideration being given to consolidating or breaking out procurements to obtain a more economical purchase, with appropriate analysis of purchasing alternatives such as leasing, and

[1] The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
[2] A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
[3] A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

other potentially more economical alternatives.

iii. Engage responsible vendors who possess the ability to perform successfully under the terms and conditions of a proposed procurement. The County shall consider: vendor integrity, public policy compliance, past performance record and financial and technical resources.

B. Standard Methods. the County shall follow the applicable procurement procedures set forth in Section 5 hereof.

C. Exceptions to Standard Methods.

i. *Sole Source*. Procurement by solicitation of a proposal from a single source may only be used if one of the following apply and are documented:
   a. There is clearly and legitimately only one source capable of supplying the subject matter in a timely fashion;
   b. The purchase is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, proximity, or ownership of intellectual property rights, could most satisfactorily provide the subject matter; or
   c. Federal awarding agency or pass-through expressly authorizes sole source purchasing in response to a County request.

5. *Procurement Procedures*

A. Purchasing Agent: In accordance with 30-A M.R.S. § 82, the County Administrator, shall act as the purchasing agent for all departments and offices of the County.

B. The County Administrator will be responsible for complying with State law requirements for proper bid procedures and compliance with the procedures outlined below.

i. $10,000 or more: Except for purchases made through the State (state and federal contracts which are competitively bid by those entities), all purchases and contracts involving a total cost of more than $10,000 must be awarded by official competitive bidding as described in Section 5(D) below, with the winning bid being determined by the County Commissioners. This provision applies to services or goods that are purchased by the County as a recipient or sub-recipient of federal or state grant funds.

ii. Small purchases ($2,500 to $10,000): Except for purchases made through the State (state and federal Contracts which are competitively bid by those entities) and as provided in subsection iv below, the County Administrator shall authorize and approve small purchases of services, supplies, materials and equipment needed by the county, or any department or agency of the County by competitive bidding, which bids may be accepted by oral proposal or written bid. The County Administrator, a department head or a designee thereof, must seek a minimum of three (3) proposals which may be presented orally or in writing to the County Administrator for award and procurement. This provision applies to services or goods that are purchased by the County as a recipient or sub-recipient of federal or state grant funds.

iii. Micro-purchases (up to $2,500): The County Administrator may make micro-purchases without soliciting competitive price or rate quotations if the County Administrator considers the price to be reasonable based on research, experience, purchase history, or other information, and documentation of such factors is made. In the event of emergency situations, a department head may make necessary purchases of goods or services not to exceed $2,500, provided that the County Administrator must be notified within 48 hours or by the next business day, whichever occurs first, of any such emergency purchase.

iv. Buildings and facilities: Notwithstanding the provisions in Section 5(B)(ii) above, any contract for construction, renovation or improvement of county buildings or facilities involving a total cost of $2,500 or more must be awarded by a system of official competitive bidding in a manner consistent with the provisions of 5 M.R.S. § 1811, *et seq.*

v. Legal Services: Requests by any department head for any and all legal services not otherwise contracted or budgeted for must be approved by the County Administrator.

C. The County Administrator may only exclude specific purchases from the bid process as provided in Section 4(C) above.

D. Official Competitive Bidding: The official competitive bidding process shall begin with a written solicitation (request for bids, or request for proposals), publicly advertised, consisting of detailed specifications for the project, service, supplies, materials, or equipment which solicitation shall be prepared by the County Administrator in accordance with the provisions of Section 3(D) above and in a manner consistent with the provisions of 5 M.R.S. § 1811, *et seq.*

i. All bids must be submitted in a sealed envelope and in writing to the County Administrator's office by the date and time specified in the solicitation in order to be considered. The envelope shall be identified as bid documentation with all information required by the solicitation. All bids shall be opened publicly at the time and place provided for the same in the solicitation, and the results documented. A minimum of three (3) responsible vendors must submit a bid before the bids may be opened and considered, unless the County Administrator determines that three (3) responsible bidders are not available, a minimum of two (2) bids have been received, and the County Administrator determines that making an exception in this regard is in the best interest of the County.

ii. The County Commissioners shall make awards following public opening of the bids to the lowest and best responsible bidder, considering prices, quality, and reliability of past and expected future service, with due regard and in observance of the Code of Conduct outlined in Section 1(A) hereof, and all other provisions of this policy, while reserving the right to reject any and all bids for sound documented reasons in a manner not inconsistent with the provisions of 5 M.R.S. § 1811, *et seq*.

iii. Upon the County Commissioners selection of the responsible bidder, the County shall, through the County Administrator, enter into a fixed price, cost-reimbursement, or other contract for the goods or services being procured with the selected responsible bidder.

E. Sale and Disposition of Surplus Property and Equipment: Excepting for County owned vehicles that are traded-in to get maximum value, the County Administrator's Office shall be responsible for the sale and disposition of Franklin County surplus property and equipment that has a value of $500 or more.

F. The following shall govern the sale and disposition of Franklin County owned surplus and equipment.

i. Estimated Value - up to $ 500: Notice of sale or surplus property and/or equipment shall be posted in the Franklin County Employee lounge and on the County's website. The notice shall contain a description of items to be sold, the quantity being sold, and the date and time of said sale. Property may also be donated to a non-profit organization as long as a written receipt is signed by the donee to show all property was donated.

ii. Estimated Value - $500 or more: Sale or disposal of surplus property and/or equipment shall be by sealed bids. Notice shall be posted in the Franklin County employee lounge and published on the County's website and in a local newspaper in at least three consecutive publications. Notice shall contain a description property to be sold, including the quantity if more than one such item of property. It shall list when and where bids are due and the date, time, and place of bid opening. The sale of surplus property shall be made to the highest bidder. Property may be donated to non-profit organizations as long as a written receipt is signed by the donee to show all property was donated.

iii. Disposal of property that has no value: Items that are deemed by the County Administrator to have no value due to age or other factors may be disposed of properly and lawfully. The County Administrator shall assure that all standards are met especially with regard to items that were bought under Federal or State Grants. Additionally, we must assure that all computer equipment being discarded is done so meeting all CJIS security guidelines if applicable.

6. *Contract Requirements.*

A. All contacts entered into by the County under a federal award shall contain required provisions and terms as follows:

i. A provision, governing and providing for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as deemed appropriate;

ii. If said contract is in excess of $10,000, it must contain a termination clause permitting the County's termination of the contract for cause and for convenience, including a description of how termination is to be affected and the basis for settlement or cure of the same.

iii. Except as may otherwise be provided by 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract," under 41 CFR § 60.1.3, must include the equal employment opportunity language, required by 41 CFR § 60-1.4(b), as shown on Appendix A hereto.

iv. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by the County, shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and §§ 3146-3148, as supplemented by U.S. Dept. of Labor regulations 29 CFR Part 5) whereby, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, all contractors must be required to pay wages not less than once a week.

    a. The County's solicitation shall include the current prevailing wage determination issue by the Department of Labor.

    b. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

    c. The County shall report all suspected or reported violations of the Davis-Bacon Act and related U.S. Dept. of Labor regulations to the Federal awarding agency.

v. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by the County, shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 as supplemented by U.D. Dept. of Labor regulations at 29 CFR Part 3) providing that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

    a. The County shall report all suspected or reported violations to the Federal awarding agency.

vi. Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Dept.

of Labor regulations (29 CFR Part 5), providing that each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

a. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

b. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

c. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vii. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

viii. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

a. The County shall report suspected or reported violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. ***Documentation.***

A. Debarment. The County shall confirm and document that the vendor is not excluded from doing business with the federal government (see www.sam.gov/SAM/) before entering into a contract.

B. Anti-Lobbying. Contractors that apply or bid for an award exceeding $100,000 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

a. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

b. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

C. Records. The County shall maintain records sufficient to detail the history of each procurement transaction. These records may include, but are not limited to:

i. A description and supporting documentation showing rationale for procurement method (e.g., cost estimates);

ii. Selection of contract type;

iii. Written price or rate quotations (such as catalog price, online price, email or written quote), if applicable;

iv. Copies of advertisements, requests for proposals, bid sheets or bid proposal packets;

v. Reasons for vendor selection or rejection, including Board of County Commissioner meeting minutes, rejection letters, or award letters; and

vi. The basis for the contract price.

8. ***Compliance with this Policy***. Pursuant to 30-A M.R.S. § 82(3), the County Administrator is the purchasing agent for all departments and offices of the County. As such, pursuant to this statutory authority the County Administrator shall maintain oversight to ensure that contractors and vendors perform in accordance with the terms, conditions, and specifications of contracts or purchase orders. Violations of this policy or the standards of conduct outlined herein, by any officer, employee, or agent of the County, shall result in disciplinary action against the violating party, up to and including termination in accordance with the requirements of State law governing the same.

Reviewed and Adopted by the County Commissioners: _______________

_______________________________ _______________________________

Bob Carlton Tom Skolfield

Tom Saviello

Jeff Gilbert

Fenwick Fowler

FRANKLIN COUNTY
FREEMAN-SALEM TOWNSHIPs
SNOW REMOVAL AND TREATMENT AGREEMENT

THIS SNOW REMOVAL AND TREATMENT AGREEMENT (the "Agreement") is made this 1st day of September 2026, by and between **Franklin County, Maine**, a governmental corporation organized under the laws of the State of Maine with a mailing address of 120 County Way, Suite 4, Farmington, Maine 04938 (the "County") and **Fenwick Construction LLC**, with a mailing address of P.O. Box 182, Kingfield, Maine 04947 (the "Contractor").

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to remove snow from certain roads located in Freeman-Salem Townships as listed in ***Exhibit A & B*** attached hereto, which is hereby incorporated into this Agreement by reference (the "Roads"). The Contractor is also being retained to apply sand and salt to the Roads when required. The removal of snow and the placement of sand and salt on the Roads shall collectively be referred to herein as the "Services." The Contractor agrees to provide the Services as herein described between September 30, 2026, and April 30, 2027. Services for additional roads not listed in ***Exhibit A & B*** may be provided, upon the same terms and conditions as described in this Agreement, upon mutual agreement of the parties.

2. Start/Continuation of Services. The Contractor shall start to perform the Services at any time when snow or slush has accumulated on the Roads either from actual snowfall or drifting caused by wind to a depth of two (2) inches. The Contractor shall perform the Services continuously until all the Roads are properly cleared of snow; provided, however, after cessation of a storm the Roads shall be kept free of snow that accumulates by cause of drifting. Snow shall be removed to the outside edges of the shoulders of the Roads, or beyond the edges when directed by the County Commissioners or the Road Supervisor. Snowbanks on the outside edges of the shoulders of the Roads shall be "winged back" when directed by the County. In addition, the placement of sand and salt on the Roads shall occur within a reasonable time after such roads have become coated with ice or packed snow. The application of salt and sand shall occur as frequently as may be necessary for the safety of users of the Roads.

3. Equipment; Salt and Sand. The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. Such equipment shall include, without limitation, all trucks, plows, and equipment necessary to screen all sand required for the proper performance of the Services. The County shall provide 442 tons of road salt, with any additional road salt necessary for the Contractor to satisfactorily perform to the Services to be provided by the Contractor. The Contractor will provide all sand necessary for satisfactory completion of the Services; provided, however, that the Contractor must screen such sand to a maximum gradation of ½".

4. Standard of Performance. The Contractor shall perform the Services to the satisfaction of the County, which shall have the right of inspection at all times and whose approval

and acceptance of said Services shall be a condition precedent to the County's remittance of payments under Paragraph 5 of this Agreement. In the event of a dispute as to the amount, nature, or scope of the Services required by this Agreement, the decision and judgment of the County shall be final and binding.

5. Contract Price; Payment. The County agrees to pay the Contractor the sum of **$435,195.05** (the "Contract Price") for the Services performed pursuant to this Agreement, payable to Contractor as follows:

- $87,039.01 payable on or before December 15, 2026;
- $87,039.01 payable on or before January 15, 2027;
- $87,039.01 payable on or before February 15, 2027;
- $87,039.01 payable on or before March 15, 2027; and
- $87,039.01 payable on or before April 30, 2027.

6. Performance Bond. Within fifteen (15) calendar days of the effective date of this Agreement, the Contractor shall furnish the County with a performance bond in the 30 % of the total amount of the Contract Price specified in Paragraph 5 of this Agreement, issued by a bonding company licensed to do business in the state of Maine. No payment of any portion of the Contract Price shall occur unless and until the Contractor has provided proof of a sufficient performance bond, to the satisfaction of the County.

7. Liens. Final payment under this Agreement shall not become due until the Contractor, if required by the County, has delivered to the County a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the County may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

8. Insurance. Contractor and its subcontractors (if any) shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than **$100,000.00**, combined single limit.

b. **Automobile Liability Insurance** in the amount of **$400,000.00**, combined single limit.

c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this

Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

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

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the County.

9. Independent Contractor. The parties agree that the Contractor, and its agents and employees, during the performance of this Agreement, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor, and not as officers, employees or agents of the County. The Contractor shall employ any personnel needed to fulfill the obligations of this Agreement and shall be solely responsible for complying with applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to worker's compensation law, employment security law and minimum wage law.

10. Breach. If the Contractor fails to perform the Services as described in this Agreement, such failure shall constitute a breach of this Agreement. In the event of such a breach, the County Commissioners or their designee shall immediately give verbal notice to the Contractor and order it to perform the Services within a reasonable period of time. If the Contractor fails or refuses to perform the Services within the time specified by the County, the County shall have the following remedies, in addition to any other remedies available at law or equity:

a. The County may verbally terminate the Agreement with immediate effect, provided that such verbal termination shall be followed with a written notice of termination within five (5) business days;

b. The County may hire a substitute contractor to perform the Services for the remainder of the Contract Term;

c. The County may deduct and withhold any amount due to the Contractor for prior Services performed and apply that amount to any cost incurred by the County as a result of termination of substitution.

11. Measure of Damages. In the case of either termination, substitution, or both, the Contractor shall reimburse the County for all reasonable expenses incurred in completing the Contractor's obligations and duties under this Agreement, plus any incidental and consequential

damages suffered by the County as a result of the breach and the substitution or termination, including but not limited to any attorney's fees incurred by the County in enforcing this Agreement. Provision for such compensation from the Contractor to the County shall be an express condition of the bond required by Paragraph 6 of this Agreement.

12. Remedies Cumulative. The rights and remedies provided for in this Agreement are cumulative and the use of one remedy shall not be interpreted to exclude or waive the right to use another.

13. Indemnification. The Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

14. Assignment. This Agreement may not be assigned without the prior written consent of the County.

15. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the County. The Contractor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

16. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

17. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

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

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

20. Headings. Section headings in this Agreement are inserted herein for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

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

22. Term of Contract: Plow seasons of 2026-27 ($435,195.05), 2027-28 ($435,195.05), 2028-29 (435,195.05).

Notices hereunder shall be addressed as follows:

TO COUNTY:

Susan Pratt, Interim County Administrator
Franklin County, Maine
120 County Way, Suite 4
Farmington, ME 04938

TO CONTRACTOR:

FENWICK CONSTRUCTION, LLC
PO BOX 182
KINGFIELD MAINE 04947

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

FENWICK CONSTRUCTION, LLC:

By: Andrea Fenwick
Its: Manager

FRANKLIN COUNTY, MAINE:

By: Susan Pratt
Its: Interim County Administrator

EXHIBIT A:
LIST OF ROADS
FREEMAN TOWNSHIP

a. **State Aide #1**: from the Strong Town Line over Foster Hill to the Kingfield Town Line (total of 8.26 miles);

b. **State Aide #2**: from State Aide #1, at Bradbury Corner, so-called, to the Salem Town Line (total of 1.59 miles);

c. **State Aide #3**: from State Aide #1 over Gilkey Hill, so-called, to State Aide #3 (total of 1.48 miles);

d. **State Aide #4**: from State Aide #1 over Baker Hill, so-called, to Salem Town Line (total of 1.46 miles);

e. **State Aide #5**: from Strong Town Line to Black Brook, so-called (total of .50 miles);

f. **No. 335, the Baston Road**: from State Aide #3 to Baston Turn, so-called (total of .10 miles);

g. **No. 339, the Roy Cook Road:** (total of 3.25 miles);

h. **No. 341**: from the end of State Aide #3, to the Cook Road (total of .92 miles);

i. **No. 1101, the Freeman Ridge Road:** from the New Portland Town Line to the Bray Place (total of 1.55 miles);

j. **No. 312, the Dr. Weymouth Road:** from State Aide #1 to the Dr. Weymouth Drive (total of .64 miles)

k. **No. 330:** from the junction of State Aide #5 up to the Mile Square Extension to the Avon Bus Turn around (total of .70 miles)

EXHIBIT B
LIST OF ROADS
SALEM TOWNSHIP

a. **State Aide #1:** from the Phillips Town Line to the Freeman Town Line by the way of Salem Village (total of 6.85 miles);

b. **State Aide #3 the Baker Hill Road:** from Freeman Town Line to State Aide #1 (total of 1.53 miles);

c. **No. 321, the Howard Road:** from Route #142 to the Ed Berry Turn (total of .70 miles);

d. **No. 329:** from the junction of Rt. 142, the Lovejoy Road to the Frank Reed Farm (total of 1.00 miles);

e. **No. 842, the Berry Road:** from route #142 to the residence of Les Decker (total of 1.36 miles);

f. **No. 917:** from the 1st junction of Road #329, the Viles Road, so-called, around to the point of beginning (total of .40 miles);

g. **No. 678, the John Lee Road:** (total of .32 miles);

h. **No. 329, the Lovejoy Road:** beginning at the Junction of Rt 142 to the Bassaford Bus turn around (total of .80 miles);

i. **No. 329:** from utility pole #1 to utility pole #8.5 (total of .40 miles)

FRANKLIN COUNTY
WEST FREEMAN TOWNSHIP
SNOW REMOVAL AND TREATMENT AGREEMENT

THIS SNOW REMOVAL AND TREATMENT AGREEMENT (the "Agreement") is made this 1st day of September 2026, by and between **Franklin County, Maine**, a governmental corporation organized under the laws of the State of Maine with a mailing address of 120 County Way, Suite 4, Farmington, Maine 04938 (the "County") and **Fenwick Construction LLC**, with a mailing address of P.O. Box 182, Kingfield, Maine 04947 (the "Contractor").

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. <u>Scope of Work</u>. The Contractor is being retained to remove snow from certain roads located in Freeman Townships as listed in ***Exhibit A*** attached hereto, which is hereby incorporated into this Agreement by reference (the "Roads"). The Contractor is also being retained to apply sand and salt to the Roads when required. The removal of snow and the placement of sand and salt on the Roads shall collectively be referred to herein as the "Services." The Contractor agrees to provide the Services as herein described between September 30, 2026 and April 30, 2025. Services for additional roads not listed in ***Exhibit A*** may be provided, upon the same terms and conditions as described in this Agreement, upon mutual agreement of the parties.

2. <u>Start/Continuation of Services</u>. The Contractor shall start to perform the Services at any time when snow or slush has accumulated on the Roads either from actual snowfall or drifting caused by wind to a depth of two (2) inches. The Contractor shall perform the Services continuously until all the Roads are properly cleared of snow; provided, however, after cessation of a storm the Roads shall be kept free of snow that accumulates by cause of drifting. Snow shall be removed to the outside edges of the shoulders of the Roads, or beyond the edges when directed by the County Commissioners or the Road Supervisor. Snowbanks on the outside edges of the shoulders of the Roads shall be "winged back" when directed by the County. In addition, the placement of sand and salt on the Roads shall occur within a reasonable time after such roads have become coated with ice or packed snow. The application of salt and sand shall occur as frequently as may be necessary for the safety of users of the Roads.

3. <u>Equipment; Salt and Sand</u>. The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. Such equipment shall include, without limitation, all trucks, plows, and equipment necessary to screen all sand required for the proper performance of the Services. The County shall provide road salt, with any additional road salt necessary for the Contractor to satisfactorily perform to the Services to be provided by the Contractor. The Contractor will provide all sand necessary for satisfactory completion of the Services; provided, however, that the Contractor must screen such sand to a maximum gradation of ½".

4. <u>Standard of Performance</u>. The Contractor shall perform the Services to the satisfaction of the County, which shall have the right of inspection at all times and whose approval and acceptance of said Services shall be a condition precedent to the County's remittance of

payments under Paragraph 5 of this Agreement. In the event of a dispute as to the amount, nature, or scope of the Services required by this Agreement, the decision and judgment of the County shall be final and binding.

5. Contract Price; Payment. The County agrees to pay the Contractor the sum of **$84,125.00** (the "Contract Price") for the Services performed pursuant to this Agreement, payable to Contractor as follows:

- $16,825.00 payable on or before December 15, 2026;
- $16,825.00 payable on or before January 15, 2027;
- $16,825.00 payable on or before February 15, 2027;
- $16,825.00 payable on or before March 15, 2027; and
- $16,825.00 payable on or April 30, 2027.

6. Performance Bond. Within fifteen (15) calendar days of the effective date of this Agreement, the Contractor shall furnish the County with a performance bond in the 30 % of the total amount of the Contract Price specified in Paragraph 5 of this Agreement, issued by a bonding company licensed to do business in the state of Maine. No payment of any portion of the Contract Price shall occur unless and until the Contractor has provided proof of a sufficient performance bond, to the satisfaction of the County.

7. Liens. Final payment under this Agreement shall not become due until the Contractor, if required by the County, has delivered to the County a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the County may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

8. Insurance. Contractor and its subcontractors (if any) shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than **$100,000.00**, combined single limit.

b. **Automobile Liability Insurance** in the amount of **$400,000.00**, combined single limit.

c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

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

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the County.

9. Independent Contractor. The parties agree that the Contractor, and its agents and employees, during the performance of this Agreement, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor, and not as officers, employees or agents of the County. The Contractor shall employ any personnel needed to fulfill the obligations of this Agreement and shall be solely responsible for complying with applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to worker's compensation law, employment security law and minimum wage law.

10. Breach. If the Contractor fails to perform the Services as described in this Agreement, such failure shall constitute a breach of this Agreement. In the event of such a breach, the County Commissioners or their designee shall immediately give verbal notice to the Contractor and order it to perform the Services within a reasonable period of time. If the Contractor fails or refuses to perform the Services within the time specified by the County, the County shall have the following remedies, in addition to any other remedies available at law or equity:

a. The County may verbally terminate the Agreement with immediate effect, provided that such verbal termination shall be followed with a written notice of termination within five (5) business days;

b. The County may hire a substitute contractor to perform the Services for the remainder of the Contract Term;

c. The County may deduct and withhold any amount due to the Contractor for prior Services performed and apply that amount to any cost incurred by the County as a result of termination of substitution.

11. Measure of Damages. In the case of either termination, substitution, or both, the Contractor shall reimburse the County for all reasonable expenses incurred in completing the Contractor's obligations and duties under this Agreement, plus any incidental and consequential damages suffered by the County as a result of the breach and the substitution or termination,

including but not limited to any attorney's fees incurred by the County in enforcing this Agreement. Provision for such compensation from the Contractor to the County shall be an express condition of the bond required by Paragraph 6 of this Agreement.

12. Remedies Cumulative. The rights and remedies provided for in this Agreement are cumulative and the use of one remedy shall not be interpreted to exclude or waive the right to use another.

13. Indemnification. The Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq*., or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

14. Assignment. This Agreement may not be assigned without the prior written consent of the County.

15. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the County. The Contractor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

16. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

17. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

18. Entire Agreement. This Agreement, including any exhibits thereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes

all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

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

20. Headings. Section headings in this Agreement are inserted herein for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

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

22. Term of Contract: Plow seasons of 2024-25 ($84,125), 2025-26 ($84,125), 2026-27 ($84,125).

Notices hereunder shall be addressed as follows:

TO COUNTY:

Susan Pratt, Interim County Administrator
Franklin County, Maine
120 County Way, Suite 4
Farmington, Maine 04938

TO CONTRACTOR:

FENWICK CONSTRUCTION, LLC
PO BOX 182
KINGFIELD MAINE 04947

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

FENWICK CONSTRUCTION, LLC:

By: Andrea Fenwick
Its: Manager

FRANKLIN COUNTY, MAINE:

By: Susan Pratt
Its: Interim County Administrator

EXHIBIT A:
LIST OF ROADS
WEST FREEMAN TOWNSHIP

a. No. 328, Torey Hill Road, The Carroll Brackley Road, so-called, from the Craig School House to the Phillips Town Line, a distance of thirty-five hundredths (.35) miles,
b. No. 1076, West Freeman Road, from the end of State Aide #5 to the residence of Mr. Cushman, so-called, a distance of two and forty hundredths (2.40) miles,
c. No. 1383, Spruce Nubble Road, from No. 1076, Spruce Nubble Road, so-called, to the Rausch Turn, so-called, a distance of fifty hundredths (.50) miles,
d. No. 2025, Smith Road, from No. 1076, the Charles Smith Road, so-called, to the Phillips Town Line, a distance of thirty-nine hundredths (.39) miles,
e. No. 330, Huff Road, from the junction of State Aide #5 up to the Mile Square Extension to the Avon Bus Turn around, a distance of seventy hundredths (.70) miles.

Being four and thirty-four hundredths (4.34) miles of accepted Town Ways in the West Freeman Township

FRANKLIN COUNTY
COUNTY PARKING LOTS
SNOW REMOVAL AND ROAD TREATMENT AGREEMENT

THIS SNOW REMOVAL AND ROAD TREATMENT AGREEMENT (the "Agreement") is made this 1st day of September 2026, by and between **Franklin County, Maine,** a governmental corporation organized under the laws of the State of Maine with a mailing address of 120 County Way, Suite 4, Farmington, Maine 04938, hereinafter referred to as the "County" and **Sargent Corporation**, a Maine Corporation with a mailing address of 523 Town Farm Road, Farmington, Maine, hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to remove snow from certain parking lots located in the Town of Farmington, Franklin County as listed in ***Exhibit A*** attached hereto, which is hereby incorporated into this Agreement by reference (the "Parking Lots"). The Contractor is also being retained to apply sand and salt to the Parking Lots as specified in this Agreement. The removal of snow and the placement of sand and salt on the Parking Lots shall be collectively referred to herein as the "Services." The Contractor agrees to provide the Services as herein described between October 1 and April 30 of the Initial Term and each Renewal Term (if applicable), both as defined below. Services for additional Parking Lots and walkways not listed in ***Exhibit A*** may be provided, upon the same terms and conditions as described in this Agreement, upon mutual agreement of the parties.

2. Term; Renewal. This Agreement shall have an initial term of one (1) year, running between October 1, 2026, and September 30, 2027 (the "Initial Term"). Unless otherwise terminated by mutual agreement of the parties, or due to the Contractor's breach of this Agreement pursuant to Paragraph 11, below, the Contractor shall have the option to renew this Agreement for the following term: October 1, 2026, to September 30, 2027 (each a "Renewal Term"). The Contractor shall provide the County written notice of its intent to renew the Agreement at least sixty (60) days prior to the end of the Initial Term and the first Renewal Term. Failure of the Contractor to provide such notice by the appointed deadline shall result in the termination of the Agreement at the end of the given Term. Unless otherwise agreed by the parties in writing, each Renewal Term shall be based upon the Snow Agreement Bid of July 11, 2024.

3. Start/Continuation of Services. The Contractor shall start to perform the Services at any time when snow or slush has accumulated on the Parking Lots either from actual snowfall or drifting caused by wind to a depth of three (3) inches. The Contractor shall perform the Services continuously until all the Parking Lots are properly cleared of snow; provided, however, after cessation of a storm the Parking Lots shall be kept free of snow that accumulates by cause of drifting. Snow shall be removed from the Church Street Parking Lot within 48 hours after the storm. In addition, the placement of sand and salt on the Parking Lots shall occur within a reasonable time after such Parking Lots have become coated with ice or packed snow. The application of salt and sand shall occur as frequently as may be necessary for the safety of users of the Parking Lots.

4. Equipment; Salt and Sand. Except as expressly provided for herein, the Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. Such equipment shall include, without limitation, all trucks, plows, and equipment necessary to screen all sand required for the proper performance of the Services. The Contractor shall provide sand and salt necessary to satisfactorily perform to the Services to be provided, however, that the Contractor must screen such sand to a maximum gradation of ½".

5. Standard of Performance. The Contractor shall perform the Services to the satisfaction of the County, which shall have the right of inspection at all times and whose approval and acceptance of said Services shall be a condition precedent to the County's remittance of payments under Paragraph 6 of this Agreement. In the event of a dispute as to the amount, nature, or scope of the Services required by this Agreement, the decision and judgment of the County shall be final and binding.

6. Contract Price; Payment. The County agrees to pay the Contractor the sum of **$23,085.00** (the "Contract Price") for the Services performed pursuant to this Agreement, payable to Contractor as follows:

- $4,617.00 payable on or before December 15, 2026;
- $4,617.00 payable on or before January 15, 2027;
- $4,617.00 payable on or before February 15, 2027;
- $4,617.00 payable on or before March 15, 2027; and
- $4,617.00 payable on or before April 30, 2027.

7. Performance Bond. Within fifteen (15) calendar days of the effective date of this Agreement, the Contractor shall furnish the County with a performance bond in the total amount of the Contract Price specified in Paragraph 6 of this Agreement, issued by a bonding company licensed to do business in the state of Maine. No payment of any portion of the Contract Price shall occur unless and until the Contractor has provided proof of a sufficient performance bond, to the satisfaction of the County. The Contractor shall provide an updated performance bond, meeting the requirements of this Agreement prior to the beginning of each Renewal Term, if applicable.

8. Liens. Final payment for each Term shall not become due until the Contractor, if required by the County, has delivered to the County a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the County may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

9. Insurance. Contractor and its subcontractors (if any) shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than **$1,000,000.00**, combined single limit.

b. **Automobile Liability Insurance** in the amount of **$1,000,000.00**, combined single limit.

c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

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

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the County.

10. Independent Contractor. The parties agree that the Contractor, and its agents and employees, during the performance of this Agreement, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor, and not as officers, employees or agents of the County. The Contractor shall employ any personnel needed to fulfill the obligations of this Agreement and shall be solely responsible for complying with applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to worker's compensation law, employment security law and minimum wage law.

11. Breach. If the Contractor fails to perform the Services as described in this Agreement, such failure shall constitute a breach of this Agreement. In the event of such a breach, the County Commissioners or their designee shall immediately give verbal notice to the Contractor and order it to perform the Services within a reasonable period of time. If the Contractor fails or refuses to perform the Services within the time specified by the County, the County shall have the following remedies, in addition to any other remedies available at law or equity:

a. The County may verbally terminate the Agreement with immediate effect, provided that such verbal termination shall be followed with a written notice of termination within five (5) business days;

b. The County may hire a substitute contractor to perform the Services for the remainder of the Contract Term;

c. The County may deduct and withhold any amount due to the Contractor for prior Services performed and apply that amount to any cost incurred by the County as a result of termination of substitution.

12. Measure of Damages. In the case of either termination, substitution, or both, the Contractor shall reimburse the County for all reasonable expenses incurred in completing the Contractor's obligations and duties under this Agreement, plus any incidental and consequential damages suffered by the County as a result of the breach and the substitution or termination, including but not limited to any attorney's fees incurred by the County in enforcing this Agreement. Provision for such compensation from the Contractor to the County shall be an express condition of the bond required by Paragraph 7 of this Agreement.

13. Remedies Cumulative. The rights and remedies provided for in this Agreement are cumulative and the use of one remedy shall not be interpreted to exclude or waive the right to use another.

14. Indemnification. The Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

15. Assignment. This Agreement may not be assigned without the prior written consent of the County.

16. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the County. The Contractor agrees that it is fully responsible to the

County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

17. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

18. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

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

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

21. Headings. Section headings in this Agreement are inserted herein for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

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

Notices hereunder shall be addressed as follows:

TO COUNTY:	Susan Pratt, Interim County Administrator Franklin County, Maine 120 County Way, Suite 4 Farmington, Maine 04938
TO CONTRACTOR:	Sargent Corporation 563 Town Farm Road Farmington, Maine 04938

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

SARGENT CORPORATION	**FRANKLIN COUNTY, MAINE:**
______________________________	______________________________
By: ____________________________	By: Susan Pratt
Its: Owner	Its: Interim County Administrator

EXHIBIT A:
LIST OF PARKING LOTS

1. **Church Street, Farmington, Maine Parking Lot (Courthouse)**

2. **County Way, Farmington, Maine Parking Lots**

FRANKLIN COUNTY
LANG TOWNSHIP
SNOW REMOVAL AND TREATMENT AGREEMENT

THIS SNOW REMOVAL AND TREATMENT AGREEMENT, hereinafter referred to as "Agreement" is made this 1st day of September 2026, by and between **Franklin County, Maine**, a governmental corporation organized under the laws of the State of Maine with a mailing address of 120 County Way, Suite 4, Farmington, ME 04938, hereinafter referred to as "County" and **Absolut Services Inc.**, with a mailing address of P.O. Box 571, Stratton, Maine 04982, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to remove snow from certain roads located in Lang Town Township as listed in ***Exhibit A*** attached hereto, which is hereby incorporated into this Agreement by reference (the "Roads"). The Contractor is also being retained to apply sand and salt to the Roads when required. The removal of snow and the placement of sand and salt on the Roads shall collectively be referred to herein as the "Services." The Contractor agrees to provide the Services as herein described between October 1, 2026 and April 30, 2027. Services for additional roads not listed in ***Exhibit A*** may be provided, upon the same terms and conditions as described in this Agreement, upon mutual agreement of the parties.

2. Start/Continuation of Services. The Contractor shall start to perform the Services at any time when snow or slush has accumulated on the Roads either from actual snowfall or drifting caused by wind to a depth of two (2) inches. The Contractor shall perform the Services continuously until all the Roads are properly cleared of snow; provided, however, after cessation of a storm the Roads shall be kept free of snow that accumulates by cause of drifting. Snow shall be removed to the outside edges of the shoulders of the Roads, or beyond the edges when directed by the County Commissioners or the Road Supervisor. Snowbanks on the outside edges of the shoulders of the Roads shall be "winged back" when directed by the County. In addition, the placement of sand and salt on the Roads shall occur within a reasonable time after such roads have become coated with ice or packed snow. The application of salt and sand shall occur as frequently as may be necessary for the safety of users of the Roads.

3. Equipment; Salt and Sand. The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. Such equipment shall include, without limitation, all trucks, plows, and equipment necessary to screen all sand required for the proper performance of the Services. Screen as many cubic yards of sand, maximum gradation ½" minus as may be necessary to mix with as many tons of salt as may be necessary, with sand and salt furnished by the Contractor.

4. Standard of Performance. The Contractor shall perform the Services to the satisfaction of the County, which shall always have the right of inspection and whose approval and acceptance of said Services shall be a condition precedent to the County's remittance of payments under Paragraph 5 of this Agreement. In the event of a dispute as to the amount, nature, or scope

of the Services required by this Agreement, the decision and judgment of the County shall be final and binding.

5. Contract Price; Payment. The County agrees to pay the Contractor the sum of **$15,000** (the "Contract Price") for the Services performed pursuant to this Agreement, payable to Contractor as follows:

- $3,000 payable on or before December 15, 2026;
- $3,000 payable on or before January 15, 2027;
- $3,000 payable on or before February 15, 2027;
- $3,000 payable on or before March 15, 2027; and
- $3,000 payable on or before April 30, 2027.

6. Performance Bond. Within fifteen (15) calendar days of the effective date of this Agreement, the Contractor shall furnish the County with a performance bond in the total amount of the Contract Price specified in Paragraph 5 of this Agreement, issued by a bonding company licensed to do business in the state of Maine. No payment of any portion of the Contract Price shall occur unless and until the Contractor has provided proof of a sufficient performance bond, to the satisfaction of the County.

7. Liens. Final payment under this Agreement shall not become due until the Contractor, if required by the County, has delivered to the County a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the County may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

8. Insurance. Contractor and its subcontractors (if any) shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than **$1,000,000.00**, combined single limit.

b. **Automobile Liability Insurance** in the amount of **$1,000,000.00**, combined single limit.

c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

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

The Contractor shall not commence performing the Services until it has obtained all insurance coverage required under this paragraph and all insurance policies have been approved by the County.

9. Independent Contractor. The parties agree that the Contractor, and its agents and employees, during the performance of this Agreement, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor, and not as officers, employees, or agents of the County. The Contractor shall employ any personnel needed to fulfill the obligations of this Agreement and shall be solely responsible for complying with applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to worker's compensation law, employment security law and minimum wage law.

10. Breach. If the Contractor fails to perform the Services as described in this Agreement, such failure shall constitute a breach of this Agreement. In the event of such a breach, the County Commissioners or their designee shall immediately give verbal notice to the Contractor and order it to perform the Services within a reasonable period of time. If the Contractor fails or refuses to perform the Services within the time specified by the County, the County shall have the following remedies, in addition to any other remedies available at law or equity:

a. The County may verbally terminate the Agreement with immediate effect, provided that such verbal termination shall be followed with a written notice of termination within five (5) business days;

b. The County may hire a substitute contractor to perform the Services for the remainder of the Contract Term;

c. The County may deduct and withhold any amount due to the Contractor for prior Services performed and apply that amount to any cost incurred by the County as a result of termination of substitution.

11. Measure of Damages. In the case of either termination, substitution, or both, the Contractor shall reimburse the County for all reasonable expenses incurred in completing the Contractor's obligations and duties under this Agreement, plus any incidental and consequential damages suffered by the County as a result of the breach and the substitution or termination,

including but not limited to any attorney's fees incurred by the County in enforcing this Agreement. Provision for such compensation from the Contractor to the County shall be an express condition of the bond required by Paragraph 6 of this Agreement.

12. Remedies Cumulative. The rights and remedies provided for in this Agreement are cumulative and the use of one remedy shall not be interpreted to exclude or waive the right to use another.

13. Indemnification. The Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

14. Assignment. This Agreement may not be assigned without the prior written consent of the County.

15. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the County. The Contractor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

16. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

17. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

18. Entire Agreement. This Agreement, including any exhibits thereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes

all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

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

20. Headings. Section headings in this Agreement are inserted herein for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

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

Notices hereunder shall be addressed as follows:

TO COUNTY:	Susan Pratt, Interim County Administrator Franklin County, Maine 120 County Way, Suite 4 Farmington, ME 04938
TO CONTRACTOR:	Absolut Services Inc PO Box 571 Stratton ME 04982

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

ABSOLUT SERVICES INC.:

By: Andy Brann
Its: Owner

FRANKLIN COUNTY, MAINE:

By: Susan Pratt
Its: Interim County Administrator

EXHIBIT A:
LIST OF ROADS

a. **Powers Rd, so-called:** total of 1.70 miles.

FRANKLIN COUNTY
MADRID TOWNSHIP
SNOW REMOVAL AND ROAD TREATMENT AGREEMENT

THIS SNOW REMOVAL AND ROAD TREATMENT AGREEMENT, hereinafter referred to as the "Agreement", is made this 1st day of September, 2026, by and between **Franklin County, Maine**, a governmental corporation organized under the laws of the State of Maine with a mailing address of 120 County Way, Suite 4, Farmington, Maine 04938, hereinafter referred to as the "County" and **Tyson Chase d/b/a Chase Logging**, a sole proprietorship with a mailing address of PO Box 75, Strong, Maine 04983, hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to remove snow from certain roads located in Madrid Township as listed in ***Exhibit A*** attached hereto, which is hereby incorporated into this Agreement by reference (the "Roads"). The Contractor is also being retained to apply sand and salt to the Roads as specified in this Agreement. The removal of snow and the placement of sand and salt on the Roads shall be collectively referred to herein as the "Services." The Contractor agrees to provide the Services as herein described between October 1 and April 30 of the Initial Term and each Renewal Term (if applicable), both as defined below. Services for additional roads not listed in ***Exhibit A*** may be provided, upon the same terms and conditions as described in this Agreement, upon mutual agreement of the parties.

2. Term; Renewal. This Agreement shall have an initial term of one (1) year, running between October 1, 2026, and September 30, 2027 (the "Initial Term"). Unless otherwise terminated by mutual agreement of the parties, or due to the Contractor's breach of this Agreement pursuant to Paragraph 11, below. The Contractor shall provide the County written notice of its intent to renew the Agreement at least sixty (60) days prior to the end of the Initial Term and the first Renewal Term. Failure of the Contractor to provide such notice by the appointed deadline shall result in the termination of the Agreement at the end of the given Term. Unless otherwise agreed by the parties in writing, each Renewal Term shall be on the same terms and conditions as the Initial Term.

3. Start/Continuation of Services. The Contractor shall start to perform the Services at any time when snow or slush has accumulated on the Roads either from actual snowfall or drifting caused by wind, to a depth of two (2) inches. The Contractor shall perform the Services continuously until all the Roads are properly cleared of snow; provided, however, after cessation of a storm the Roads shall be kept free of snow that accumulates by cause of drifting. Snow shall be removed to the outside edges of the shoulders of the Roads, or beyond the edges when directed by the County Commissioners or the Road Supervisor. Snowbanks on the outside edges of the shoulders of the Roads shall be "winged back" when directed by the County. In addition, the placement of sand and salt on the Roads shall occur within a reasonable time after such roads have become coated with ice or packed snow. The application of salt and sand shall occur as frequently as may be necessary for the safety of users of the Roads.

4. Equipment; Salt and Sand. Except as expressly provided for herein, the Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. Such equipment shall include, without limitation, all trucks, plows, and equipment necessary to screen all sand required for the proper performance of the Services. The County shall provide 70 tons of road salt, with any additional road salt necessary for the Contractor to satisfactorily perform to the Services to be provided by the Contractor. The County will provide all sand necessary for satisfactory completion of the Services; provided, however, that the Contractor must screen such sand to a maximum gradation of ½". The Contractor may store all equipment necessary to complete the Services at the Madrid gravel pit owned and operated by the County, with the exact location of such storage areas being at the sole discretion of the County.

5. Standard of Performance. The Contractor shall perform the Services to the satisfaction of the County, which shall have the right of inspection at all times and whose approval and acceptance of said Services shall be a condition precedent to the County's remittance of payments under Paragraph 6 of this Agreement. In the event of a dispute as to the amount, nature, or scope of the Services required by this Agreement, the decision and judgment of the County shall be final and binding.

6. Contract Price; Payment. The County agrees to pay the Contractor the sum of **$140,000.00** (the "Contract Price") for the Services performed pursuant to this Agreement, payable to Contractor as follows:

- $28,000 payable on or before December 15 of each Term;
- $28,000 payable on or before January 15 of each Term;
- $28,000 payable on or before February 15 of each Term;
- $28,000 payable on or before March 15 of each Term; and
- $28,000 payable on or before April 30 of each Term.

7. Performance Bond. Within fifteen (15) calendar days of the effective date of this Agreement, the Contractor shall furnish the County with a performance bond in the total amount of the Contract Price specified in Paragraph 6 of this Agreement, issued by a bonding company licensed to do business in the state of Maine. No payment of any portion of the Contract Price shall occur unless and until the Contractor has provided proof of a sufficient performance bond, to the satisfaction of the County. The Contractor shall provide an updated performance bond, meeting the requirements of this Agreement prior to the beginning of each Renewal Term, if applicable.

8. Liens. Final payment for each Term shall not become due until the Contractor, if required by the County, has delivered to the County a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the

Contractor shall refund to the County all monies that the County may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

9. Insurance. Contractor and its subcontractors (if any) shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than **$1,000,000.00**, combined single limit.

b. **Automobile Liability Insurance** in the amount of **$1,000,000.00**, combined single limit.

c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

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

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the County.

10. Independent Contractor. The parties agree that the Contractor, and its agents and employees, during the performance of this Agreement, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor, and not as officers, employees or agents of the County. The Contractor shall employ any personnel needed to fulfill the obligations of this Agreement and shall be solely responsible for complying with applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to worker's compensation law, employment security law and minimum wage law.

11. Breach. If the Contractor fails to perform the Services as described in this Agreement, such failure shall constitute a breach of this Agreement. In the event of such a breach, the County Commissioners or their designee shall immediately give verbal notice to the Contractor and order it to perform the Services within a reasonable period of time. If the Contractor fails or

refuses to perform the Services within the time specified by the County, the County shall have the following remedies, in addition to any other remedies available at law or equity:

a. The County may verbally terminate the Agreement with immediate effect, provided that such verbal termination shall be followed with a written notice of termination within five (5) business days;

b. The County may hire a substitute contractor to perform the Services for the remainder of the Contract Term;

c. The County may deduct and withhold any amount due to the Contractor for prior Services performed and apply that amount to any cost incurred by the County as a result of termination of substitution.

12. Measure of Damages. In the case of either termination, substitution, or both, the Contractor shall reimburse the County for all reasonable expenses incurred in completing the Contractor's obligations and duties under this Agreement, plus any incidental and consequential damages suffered by the County as a result of the breach and the substitution or termination, including but not limited to any attorney's fees incurred by the County in enforcing this Agreement. Provision for such compensation from the Contractor to the County shall be an express condition of the bond required by Paragraph 7 of this Agreement.

13. Remedies Cumulative. The rights and remedies provided for in this Agreement are cumulative and the use of one remedy shall not be interpreted to exclude or waive the right to use another.

14. Indemnification. The Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

15. Assignment. This Agreement may not be assigned without the prior written consent of the County.

16. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the County. The Contractor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

17. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

18. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

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

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

21. Headings. Section headings in this Agreement are inserted herein for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

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

Notices hereunder shall be addressed as follows:

TO COUNTY:

Susan Pratt, Interim County Administrator
Franklin County, Maine
120 County Way, Suite 4
Farmington, Maine 04938

TO CONTRACTOR: Tyson Chase
Chase Logging
P.O. Box 75
Strong, Maine 04983

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

TYSON CHASE d/b/a CHASE LOGGING:	**FRANKLIN COUNTY, MAINE:**
____________________________	____________________________
By: Tyson Chase	By: Susan Pratt
Its: Owner	Its: Interim County Administrator

EXHIBIT A:
LIST OF ROADS

A. **East Madrid Road**: beginning at the Phillips T.L., node 1826 and extends 2.31 miles to node 7398; from node 7398 extending northerly for .38 miles to node 1256; from node 1256 northerly for .80 miles (total of 3.29 miles);

B. **Dingle Road**: beginning at I.R. 757 node 1821 and extending to node 7399 (total of .10 miles);

C. **Reeds Mills Road**: from node 7115 (junction of Route 4) to node 1817 (total of 2.85 miles), from I.R. 546 node 1817 and extending to I.R. 757 node 1821 (total of 2.13 miles) and from node 1821 to node 1823 (total of 1.05 miles);

D. **Center Road**: from node 1819 to node 1820 (total of 1.35 miles);

E. **Calvin Hill Road**: beginning at I.R. 546 node 1817 and extending to the end of the County way node 1818 (total of .88 miles)

F. **Buzzell Road**: beginning at node 1813 extending to node 1814 (total of .34 miles);

G. **Beech Hill Road**: beginning at node 1811 (Reeds Mills Road) extending to node 7409 (total of .38 miles);

H. **Brookside Terrace**: beginning at node 7407 (Beech Hill Road) to node 7408 (total of .09 miles); and

I. **River Road**: from node 1809 to node 1810 (total of .23 miles).

FRANKLIN COUNTY
WASHINGTON PLANTATION & PERKINS TOWNSHIP
SNOW REMOVAL AND TREATMENT AGREEMENT

THIS SNOW REMOVAL AND TREATMENT AGREEMENT (the "Agreement") is made this 1st day of August, 2026, by and between **Franklin County, Maine**, a governmental corporation organized under the laws of the State of Maine with a mailing address of 120 County Way, Suite 4, Farmington, Maine 04938, hereinafter referred to as the "County" and **Jason Orr, d/b/a Orr Excavation**, with a mailing address of 855 Fairbanks Road, Farmington, Maine 04938, hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to remove snow from certain roads located in Washington Plantation and Perkins Township as listed in ***Exhibit A*** attached hereto, which is hereby incorporated into this Agreement by reference (the "Roads"). The Contractor is also being retained to apply sand and salt to the Roads when required. The removal of snow and the placement of sand and salt on the Roads shall collectively be referred to herein as the "Services." The Contractor agrees to provide the Services as herein described between September 30, 2026 and April 30, 2027. Services for additional roads not listed in ***Exhibit A*** may be provided, upon the same terms and conditions as described in this Agreement, upon mutual agreement of the parties.

2. Start/Continuation of Services. The Contractor shall start to perform the Services at any time when snow or slush has accumulated on the Roads either from actual snowfall or drifting caused by wind to a depth of two (2) inches. The Contractor shall perform the Services continuously until all the Roads are properly cleared of snow; provided, however, after cessation of a storm the Roads shall be kept free of snow that accumulates by cause of drifting. Snow shall be removed to the outside edges of the shoulders of the Roads, or beyond the edges when directed by the County Commissioners or the Road Supervisor. Snowbanks on the outside edges of the shoulders of the Roads shall be "winged back" when directed by the County. In addition, the placement of sand and salt on the Roads shall occur within a reasonable time after such roads have become coated with ice or packed snow. The application of salt and sand shall occur as frequently as may be necessary for the safety of users of the Roads.

3. Equipment; Salt and Sand. The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. Such equipment shall include, without limitation, all trucks, plows, and equipment necessary to screen all sand required for the proper performance of the Services. The County shall provide 90 tons of road salt, with any additional road salt necessary for the Contractor to satisfactorily perform to the Services to be provided by the Contractor. The Contractor will provide all sand necessary for satisfactory completion of the Services; provided, however, that the Contractor must screen such sand to a maximum gradation of ½".

4. Standard of Performance. The Contractor shall perform the Services to the satisfaction of the County, which shall have the right of inspection at all times and whose approval and acceptance of said Services shall be a condition precedent to the County's remittance of payments under Paragraph 5 of this Agreement. In the event of a dispute as to the amount, nature, or scope of the Services required by this Agreement, the decision and judgment of the County shall be final and binding.

5. Contract Price; Payment. The County agrees to pay the Contractor the sum of **$136,000** (the "Contract Price") for the Services performed pursuant to this Agreement, payable to Contractor as follows:

- $27,200 payable on or before December 15, 2026;
- $27,200 payable on or before January 15, 2027;
- $27,200 payable on or before February 15, 2027;
- $27,200 payable on or before March 15, 2027; and
- $27,200 payable on or before April 30, 2027.

6. Performance Bond. Within fifteen (15) calendar days of the effective date of this Agreement, the Contractor shall furnish the County with a performance bond in the total amount of the Contract Price specified in Paragraph 5 of this Agreement, issued by a bonding company licensed to do business in the state of Maine. No payment of any portion of the Contract Price shall occur unless and until the Contractor has provided proof of a sufficient performance bond, to the satisfaction of the County.

7. Liens. Final payment under this Agreement shall not become due until the Contractor, if required by the County, has delivered to the County a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the County may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

8. Insurance. Contractor and its subcontractors (if any) shall obtain and maintain throughout the term of this Agreement, at no expense to the County, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than **$1,000,000.00**, combined single limit.

b. **Automobile Liability Insurance** in the amount of **$1,000,000.00**, combined single limit.

c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

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

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the County.

9. Independent Contractor. The parties agree that the Contractor, and its agents and employees, during the performance of this Agreement, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor, and not as officers, employees or agents of the County. The Contractor shall employ any personnel needed to fulfill the obligations of this Agreement and shall be solely responsible for complying with applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to worker's compensation law, employment security law and minimum wage law.

10. Breach. If the Contractor fails to perform the Services as described in this Agreement, such failure shall constitute a breach of this Agreement. In the event of such a breach, the County Commissioners or their designee shall immediately give verbal notice to the Contractor and order it to perform the Services within a reasonable period of time. If the Contractor fails or refuses to perform the Services within the time specified by the County, the County shall have the following remedies, in addition to any other remedies available at law or equity:

a. The County may verbally terminate the Agreement with immediate effect, provided that such verbal termination shall be followed with a written notice of termination within five (5) business days;

b. The County may hire a substitute contractor to perform the Services for the remainder of the Contract Term;

c. The County may deduct and withhold any amount due to the Contractor for prior Services performed and apply that amount to any cost incurred by the County as a result of termination of substitution.

11. Measure of Damages. In the case of either termination, substitution, or both, the Contractor shall reimburse the County for all reasonable expenses incurred in completing the Contractor's obligations and duties under this Agreement, plus any incidental and consequential damages suffered by the County as a result of the breach and the substitution or termination, including but not limited to any attorney's fees incurred by the County in enforcing this Agreement. Provision for such compensation from the Contractor to the County shall be an express condition of the bond required by Paragraph 6 of this Agreement.

12. Remedies Cumulative. The rights and remedies provided for in this Agreement are cumulative and the use of one remedy shall not be interpreted to exclude or waive the right to use another.

13. Indemnification. The Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

14. Assignment. This Agreement may not be assigned without the prior written consent of the County.

15. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the County. The Contractor agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

16. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

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

reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

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

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

20. Headings. Section headings in this Agreement are inserted herein for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

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

Notices hereunder shall be addressed as follows:

TO COUNTY:

Susan Pratt, Interim County Administrator
Franklin County, Maine
120 County Way, Suite 4
Farmington, Maine 04938

TO CONTRACTOR:

Orr Excavation
855 Fairbanks Road
Farmington, Maine 04938

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

Orr Excavation:

By: Jason Orr
Its: Owner

FRANKLIN COUNTY, MAINE:

By: Susan Pratt
Its: Interim County Administrator

EXHIBIT A:
LIST OF ROADS

a. **State Aide #1:** from the Weld Town Line through Perkins Township, being the main highway from Wilton to Weld, (total of 2.88 miles);

b. **Alder Brook Road**: off Route #156, opposite Hills Pond (total of .9 miles);

d. **State Aide #1:** from the Wilton Town line through Washington Plantation, being the main highway from Wilton to Weld, (total of 2.53 miles).

MAINE MUNICIPAL ASSOCIATION
RISK MANAGEMENT SERVICES

WORKERS' COMPENSATION FUND
RESOLVE FORM

MMA WORKERS' COMPENSATION SAFETY INCENTIVE PROGRAM
RESOLVE FORM

WHEREAS, the ______________________________ is a member of the Maine Municipal Association Workers' Compensation Fund (hereinafter "WC Fund"); and

WHEREAS, Maine Municipal Association (hereinafter "MMA") provides risk management services and workers' compensation coverage; and

WHEREAS, MMA developed the Workers' Compensation Safety Incentive Program (hereinafter "the Program") to help reduce the incidents and impact of workplace injuries by implementing WC claim best practices; and

WHEREAS, MMA will provide necessary written program information, and offer assistance to participants; and

WHEREAS, WC Fund members that participate in the Program and complete the required activities, will have the opportunity to earn a credit to their annual contribution; and

WHEREAS, the ______________________________ is committed to providing a safe environment for its employees, citizens, and visiting public; and

WHEREAS, the Program will help enhance such an environment and promote a self-sustaining culture of safety with participating members,

NOW THEREFORE BE IT RESOLVED BY THE ______________________________ to elect to participate in the MMA Workers' Compensation Safety Incentive Program.

DATED THIS ________ **DAY OF** ____________________, **20**____

ATTEST by Governing Board (signatures or e-signatures):

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

Radio Infrastructure Committee Update

The committee has met twice since its creation. We have received an update regarding the possible grant option and establish a timeline to have information needed for the grant application. The committee also has identified some areas that need upgraded equipment or better radio communications coverage around the county. This information will help the chosen consultant study the infrastructure.

One of the first steps and accomplishments is to create an RFP for a consultant to assist with the infrastructure upgrade project. I reached out to Oxford and Penobscot Counties for information that has benefited Franklin County with our project while we drafted an RFP for the consultant. The RFP has a two-phase requirement with the first phase completing an overview study and site visits for communication towers, along with identifying opportunities to improve the infrastructure around Franklin County. The second phase of the project as part of the RFP has the consultant The RFP for the radio communication systems consultant has been reviewed by committee members, agreeing that it covers the scope of the project and should be sent out to prospective consultants.

FRANKLIN COUNTY
Commissioners' Monthly Financial Review Sign-Off

July 2026

The County Commissioners have reviewed and accepted the following monthly financial reports.

- Cash and CDARS Balances Report
- Bank Reconciliations
    - County General Fund Checking – ASB **4875 and **4904
    - County General Fund Payroll – BSB **3766
    - ARPA Fund – FSB **7016 & **7024
    - Deeds Surcharge – ASB **4752 & **4816
    - Probate Surcharge – ASB **4787 & **4840
    - UT General Fund Checking – ABS **3321 & **3356
    - UT TIF – ASB **6839 & **6898
    - UT TIF CDARS - IntraFi
- Summary Budget-to-Actual Reports
    - General Fund
    - Jail Fund
    - Unorganized Territory
- Reserves Activity Report

District 1	Tom Saviello	______________________
District 2	Fen Fowler	______________________
District 3	Tom Skolfield	______________________
District 4	Bob Carlton	______________________
District 5	Jeff Gilbert	______________________
Treasurer	Pam Prodan	______________________

Franklin County and Franklin County Unorganized Territory
Cash and CDARS Balances
As of July 31, 2026

Acct Num	Description	Bank	Bank Acct #	Balance
G 01-1000-00	County Operational Checking	Androscoggin Bank	4875 & 4904	$ 1,734,065.53
G 01-1001-00	County Payroll Checking	Bangor Savings Bank	3766	1,088,585.42
G 01-1105-00	County General Fund CDARS	Androscoggin Bank	Varies	-
			TOTAL GENERAL FUND	2,822,650.95
G 11-1001-00	ARPA Checking	Franklin Savings Bank	7016 & 7024	223,846.16
G 72-1000-00	Deeds Surcharge Checking	Androscoggin Bank	4752 & 4816	219,496.41
G 77-1000-00	Probate Surcharge Checking	Androscoggin Bank	4787 & 4840	47,343.29
		TOTAL FRANKLIN COUNTY BANK AND CDARS ACCOUNTS		**3,313,336.81**
G 15-1010-00	UT General Fund Checking	Androscoggin Bank	3321 & 3356	703,368.48
G 15-1051-00	UT General Fund CDARS	Androscoggin Bank	Varies	-
			TOTAL UT GENERAL FUND	703,368.48
G 16-1014-00	UT TIF Fund Checking	Androscoggin Bank	6839 & 6898	654,778.97
G 16-1053-00	UT TIF Fund CDARS	Androscoggin Bank	Varies	3,548,171.79
			TOTAL UT TIF FUND	4,202,950.76
		TOTAL UNORGANIZED TERRITORY BANK AND CDARS ACCOUNTS		**4,906,319.24**
			TOTAL ALL BANK AND CDARS ACCOUNTS	**$ 8,219,656.05**

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Franklin County General Fund - Operating Account
Balance per Bank

7/31/2026	FC Gen Fund	Andro Checking **4875	$ 150,000.00	
7/31/2026	FC Gen Fund	Andro Sweep **4904	1,624,917.68	
				$ 1,774,917.68

Deposits in Transit

-	
	-

Outstanding Checks and Withdrawals

1/20/2026	33160	00312 - Eric Geisman	(76.23)
6/16/2026	33771	01306 - Jakes Home Furniture and Applianc	(974.00)
6/30/2026	33776	00043 - Amy Bernard	(735.21)
6/30/2026	33799	00366 - Hilltop Collision Center Inc	(2,634.43)
6/30/2026	33801	00495 - Maine District Attorney's Technical	(2,286.36)
6/30/2026	33807	00602 - NCEU	(780.00)
6/30/2026	33816	00830 - Treasurer, State of Maine Dept Publ	(1,611.00)
6/30/2026	33848	01312 - James Butler	(146.48)
7/6/2026	33856	00520 - Maine Pretrial Services, Inc	(7,400.00)
7/7/2026	33880	00366 - Hilltop Collision Center Inc	(2,500.00)
7/7/2026	33887	00848 - Treasurer, State of Maine UCC & Cc	(50.00)
7/21/2026	33904	00018 - Amazon Capital Services	(3,103.07)
7/21/2026	33905	00026 - Archie's Inc	(439.78)
7/21/2026	33907	00068 - Canine Development Group, Inc	(140.00)
7/21/2026	33913	00211 - Susan Eastler	(6,613.09)
7/21/2026	33914	00215 - Edgewater Reliance LLC	(425.00)
7/21/2026	33915	00242 - Falls Road Veterinary Clinic	(449.00)
7/21/2026	33920	00468 - Liberty Firearms Academy	(4,750.00)
7/21/2026	33923	00589 - MTCMA	(57.50)
7/21/2026	33929	00830 - Treasurer, State of Maine Dept Publ	(280.00)
7/21/2026	33934	00904 - Thomson Reuters West	(369.11)

7/21/2026	33939	01012 - Yankee Trophy	(113.25)	
7/21/2026	33944	01099 - Central Maine Media Alliance	(40.00)	
7/21/2026	33953	01320 - Katie Cassidy	(30.00)	
7/21/2026	33957	00093 - Central Maine Power	(4,848.64)	
				(40,852.15)
Adjusted Bank Balance				1,734,065.53
Balance per Books		G 01-1000-00 - GF Andro		1,734,065.53
Variance				$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Franklin County General Fund - Payroll Account

Balance per Bank				
7/31/2026	County GF	Bangor Checking **3766	$ -	
7/31/2026	County GF	Bangor Repurchase **3766	838,585.42	
				$ 838,585.42
Deposits in Transit				
7/31/2026	G 0115	Txfr to BSB Acct	250,000.00	
				250,000.00
Outstanding Checks and Withdrawals				
			-	
				-
Adjusted Bank Balance				1,088,585.42
Balance per Books		G 01-1001-00 - GF BSB3766		1,088,585.42
Variance				$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Franklin County ARPA Fund

Balance per Bank					
7/31/2026	ARPA Fund	Franklin Checking **7016	$ 100,000.00		
7/31/2026	ARPA Fund	Franklin Sweep **7024	123,846.16		
				$	223,846.16
Deposits in Transit					
			-		
					-
Outstanding Checks and Withdrawals					
			-		
					-
Adjusted Bank Balance					223,846.16
Balance per Books		G 11-1001-00 - ARPA FSB			223,846.16
Variance				$	-

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Franklin County Deeds Surcharge Fund

Balance per Bank

7/31/2026	Deeds Srchg	Andro Checking **4752	$ -	
7/31/2026	Deeds Srchg	Andro Sweep **4816	219,496.41	
				$ 219,496.41

Deposits in Transit

-	
	-

Outstanding Checks and Withdrawals

-	
	-

Adjusted Bank Balance		219,496.41
Balance per Books	G 72-1000-00 - Deeds ASB	219,496.41
Variance		$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Franklin County Probate Surcharge Fund

Balance per Bank				
7/31/2026	Probate Srchg	Andro Checking **4787	$ -	
7/31/2026	Probate Srchg	Andro Sweep **4840	47,343.29	
				$ 47,343.29
Deposits in Transit				
			-	
				-
Outstanding Checks and Withdrawals				
			-	
				-
Adjusted Bank Balance				47,343.29
Balance per Books		G 77-1000-00 - Prob ASB		47,343.29
Variance				$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Unorganized Territory General Fund

Balance per Bank				
7/31/2026	UT Gen Fund	Andro Checking **3321	$ -	
7/31/2026	UT Gen Fund	Andro Sweep **3356	703,384.08	
				$ 703,384.08
Deposits in Transit				
			-	
				-
Outstanding Checks and Withdrawals				
7/21/2026	50469	00733 - Debra Richards	(15.60)	
				(15.60)
Adjusted Bank Balance				703,368.48
Balance per Books		G 15-1010-00 - UTGFAndr3321		703,368.48
Variance				$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Unorganized Territory TIF Fund

Balance per Bank

7/31/2026	UT TIF Fund	Andro Checking **6839	$ -	
7/31/2026	UT TIF Fund	Andro Sweep **6898	654,778.97	
				$ 654,778.97

Deposits in Transit

-	
	-

Outstanding Checks and Withdrawals

-	
	-

Adjusted Bank Balance		654,778.97
Balance per Books	G 16-1014-00 - TIF ASB6839	654,778.97
Variance		$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Unorganized Territory TIF Fund - CDARS

Balance per Bank				
7/31/2026	UT TIF CDARS	Andro CDARS	$ 3,548,171.79	
				$ 3,548,171.79
Deposits in Transit				
			-	
				-
Outstanding Checks and Withdrawals				
			-	
				-
Adjusted Bank Balance				3,548,171.79
Balance per Books		G 16-1053-00 - TIF CDARS		3,548,171.79
Variance				$ -

Franklin County and Unorganized Territory
Bank Reconciliations
July 2026

Notes

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Franklin County and Franklin County Unorganized Territory
Summary Budget-to-Actuals
FY2027 through July 31, 2026

				% of Year Remaining
				91.7%

	Budget	Actual	Pos (Neg) Variance	% Variance
Franklin County General Fund				
Property taxes	$ 7,966,930.00	$ 7,966,930.00	$ -	0.0%
Other taxes	152,000.00	10,305.56	(141,694.44)	-93.2%
Permits and fees	438,000.00	51,030.87	(386,969.13)	-88.3%
Intergovernmental	186,793.00	24,437.81	(162,355.19)	-86.9%
Other revenues	142,215.00	6,783.18	(135,431.82)	-95.2%
Other financing sources	-	-	-	
Total revenues and other financing sources	8,885,938.00	8,059,487.42	(826,450.58)	-9.3%
Emergency management	301,821.00	20,955.10	280,865.90	93.1%
District attorney's office	380,250.00	17,079.04	363,170.96	95.5%
Superior court	3,000.00	-	3,000.00	100.0%
Commissioners' office	458,717.00	24,339.97	434,377.03	94.7%
Treasurer's office	320,674.00	22,604.30	298,069.70	93.0%
Technical services	639,218.00	189,728.88	449,489.12	70.3%
Facilities	394,690.00	12,083.12	382,606.88	96.9%
Registry of deeds	273,357.00	14,789.63	258,567.37	94.6%
Registry of probate	318,194.00	19,595.27	298,598.73	93.8%
Sheriff's office	3,362,501.00	162,618.12	3,199,882.88	95.2%
Civil process	-	-	-	
Communications	1,502,381.00	75,452.57	1,426,928.43	95.0%
County-wide	750,435.00	248,691.17	501,743.83	66.9%
Other financing uses	150,700.00	150,700.00	-	0.0%
Total expenditures and other financing uses	8,855,938.00	958,637.17	7,897,300.83	89.2%
Net change in fund balance	$ 30,000.00	$ 7,100,850.25	$ 7,070,850.25	23569.5%
Franklin County Jail Fund				
Property taxes	$ 3,346,418.00	$ 3,346,418.00	$ -	0.0%
Intergovernmental	740,000.00	-	(740,000.00)	-100.0%
Other revenues	-	287.00	287.00	
Other fnancing sources	-	-	-	
Total revenues and other financing sources	4,086,418.00	3,346,705.00	(739,713.00)	-18.1%
County jail	4,001,418.00	246,007.68	3,755,410.32	93.9%
Other financing uses	85,000.00	85,000.00	-	0.0%
Total expenditures and other financing uses	4,086,418.00	331,007.68	3,755,410.32	91.9%
Net change in fund balance	$ -	$ 3,015,697.32	$ 3,015,697.32	

Franklin County and Franklin County Unorganized Territory
Summary Budget-to-Actuals
FY2027 through July 31, 2026

	% of Year Remaining
	91.7%

	Budget	Actual	Pos (Neg) Variance	% Variance
Franklin County Unorganized Territory				
Property taxes	$ 2,577,768.00	$ 644,442.00	$ (1,933,326.00)	-75.0%
Other taxes	250,000.00	88,463.60	(161,536.40)	-64.6%
Intergovernmental	74,970.00	-	(74,970.00)	-100.0%
Other revenues	20,500.00	2,622.86	(17,877.14)	-87.2%
Other fnancing sources	-	-	-	
Total revenues and other financing sources	2,923,238.00	735,528.46	(2,187,709.54)	-74.8%
Roads and bridges	480,000.00	92,488.39	387,511.61	80.7%
Snow removal	787,212.00	-	787,212.00	100.0%
Solid waste	275,126.00	68,781.43	206,344.57	75.0%
Fire protection and public safety	623,580.00	76,483.38	547,096.62	87.7%
Community support and recreation	50,978.00	5,927.95	45,050.05	88.4%
Other services	9,500.00	-	9,500.00	100.0%
Capital outlay and contingency	-	-	-	
Administration	139,202.00	5,198.75	134,003.25	96.3%
Other financing uses	-	-	-	
Total expenditures and other financing uses	2,365,598.00	248,879.90	2,116,718.10	89.5%
Net change in fund balance	$ 557,640.00	$ 486,648.56	$ (70,991.44)	-12.7%

Franklin County and Unorganized Territory
Reserves Activity Report
FY2027 through July 31, 2026

	Beginning Balance	Revenues	Expenditures	Transfers In (Out)	Ending Balance
70 Benefits	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00
71 Facilities	170,048.78	-	(743.26)	10,000.00	179,305.52
72 Deeds Pres	218,899.29	3,627.12	-	-	222,526.41
73 Deeds Micro	1,175.00	-	-	-	1,175.00
74 Perambulate	10,261.00	-	-	-	10,261.00
75 Contingency	100,000.00	-	-	-	100,000.00
77 Probate Pres	47,213.39	349.90	-	-	47,563.29
78 EMA Capital	57,039.00	-	-	20,700.00	77,739.00
79 EMA In-Kind	7,481.27	-	-	-	7,481.27
80 SO Vehicle	280,912.96	1,302.14	-	-	282,215.10
81 Parking Lot	60,000.00	-	-	-	60,000.00
82 IT Capital	137,677.88	-	-	50,000.00	187,677.88
83 SO Capital	187,090.27	-	-	75,000.00	262,090.27
84 Unemployment	26,870.77	-	-	-	26,870.77
85 Dispatch Radio	374.18	-	-	-	374.18
86 Dispatch Equip	51,239.30	-	-	5,000.00	56,239.30
87 I Am Responding	3,017.00	-	-	-	3,017.00
88 Jail Capital	13,046.06	-	-	85,000.00	98,046.06
91 Clerical	1,437.70	-	-	-	1,437.70
92 Prob Equip	3,627.04	-	-	-	3,627.04
COUNTY RESERVES	$ 1,417,920.76	$ 5,279.16	$ (743.26)	$ 245,700.00	$ 1,668,156.66
Paving	$ 250,000.00	$ -	$ -	$ 100,000.00	$ 350,000.00
Vehicle	26,625.88	-	-	20,000.00	46,625.88
E-911	99,690.00	-	-	17,640.00	117,330.00
Roads and Bridges	520,055.17	-	-	400,000.00	920,055.17
Communications	15,500.00	-	-	20,000.00	35,500.00
Contingency	25,000.00	-	-	-	25,000.00
UT RESERVES	$ 936,871.05	$ -	$ -	$ 557,640.00	$ 1,494,511.05