

TO: York County Commissioners
FROM: Paul Schumacher, SMPDC Executive Director; Barbara Crider, YCCAC Executive Director
DATE: December 29, 2021
RE: American Rescue Plan (ARP) Transit Proposal

Southern Maine Planning and Development Commission (SMPDC) and York County Community Action Corporation (YCCAC) greatly appreciate the Commissioners willingness to consider proposals for its American Rescue Plan Act funds. These funds will provide a unique opportunity to support York County communities as they deal with the current challenges around housing, jobs and transportation exacerbated by the impacts of the pandemic.

SMPDC and YCCAC have partnered to submit a proposal that enhances transit connections throughout the region. Public transit is a vital lifeline to jobs, educational resources, and essential services for many York County residents. With record high housing prices pushing demand inland, many residents are experiencing longer and more expensive commutes, and congestion is returning to pre-pandemic levels. Increasing transit options could help alleviate traffic on Route 111 between Sanford and Biddeford, one of the most heavily traveled roads in York County, while offering an affordable and efficient commuting option for those without access to a car. It also provides a vital link to senior services and medical resources for the county's aging population.

YCCAC already provides essential transportation connections throughout the region to medical appointments, educational and employment opportunities, and links riders to regional transit connections such as the Boston and Portland metropolitan areas, including a variety of demand response services. Recently, YCCAC and SMPDC have partnered to explore opportunities to expand transit services to meet the needs of new commuters and regional employers. The following project is proposed to the County for funding consideration under the American Rescue Act Funding:

Southern Maine Connector Project

The *Southern Maine Connector* services Southern Maine Health Care (SMHC) campuses in Sanford and Biddeford, as well as Maine Behavioral Health in Biddeford. It also connects to Nason Health Care in Springvale, the Saco Transportation Center, and the commercial area adjacent to exit 32 in Biddeford (Walmart, Market Basket, Target). The new proposed service is designed to provide more frequency and decrease time between runs. The service would increase efficiency and reduce overall cost by moving some of the current WAVE riders to SMC when appropriate to increase efficiency and decrease agency costs per trip. It will modify the existing route to include new courthouse on Route 1 in Biddeford and possibly serve the new County facility on Layman Way. The funding request below includes the addition of one additional vehicle to the route, provides service 5 days per week, and will expand service hours earlier in the morning and later in the afternoon to better align with employment shift times and worker needs.

Budget Request: Total 3-year cost for increased service = \$882,324

- \$84/hour operating expense
- Expanding service hours for existing vehicle/runs: 3.5 additional hrs. per day = 875 additional hrs./year
- Adding one additional vehicle Monday – Friday for 13 hrs./day x 250 service days= 3,250 hrs.
- Total hours = 4,125/year (3,250 + 875)
- Expanded annual operating cost 4,125 x \$84/hr. = \$346,500 per year

- Partner funding/year:
 - SMHC \$36,000
 - City of Sanford \$6,000
 - Nasson Health Care \$2,000
 - Total \$44,000 x 3 = \$132,000

A more detailed breakdown of costs is available in the attached proposal summary (Attachment A). Both SMPDC and YCCAC are available for any follow up conversations, or happy to meet with the Commissioners to provide further information on these items. Thank you for your consideration.

Expansion of the Southern Maine Connector Public Transportation Service

Purpose:

Increase the number of runs per day on the Southern Maine Connector route and expand service hours

The current Southern Maine Connector (SMC) service operates five days/week from 7:30am to 3:40pm between Nasson Health Care in Springvale and the Saco Transportation Center: [YCCAC SMC rack-card-2021-for-web-1.pdf](#) The SMC provides regional access to essential and retail services as well as important connections to County and municipal services. The modified route will include the new judicial center located on Route 1/Elm Street in Biddeford. It connects two major job centers, Biddeford and Sanford, as well as the rural community of Alfred.

Current stops (service will also be stopping at the new Courthouse location in Biddeford):

- Nasson Health Care – Springvale
- School St lot – downtown Sanford
- Southern Maine Health Care (SMHC) – Sanford campus
- York County Courthouse – Alfred
- Jackson Corner Store – Lyman
- Market Basket – Biddeford
- Walmart - Biddeford
- SMHC – Biddeford campus
- SMHC – Barra Rd.
- SMHC – Healthcare Drive
- Saco Transportation Center

The SMC also connects to the following routes and services:

- Sanford Transit - Provides year-round in-town service from Springvale to South Sanford with designated stops, route deviation, and connects to other YCCAC services.
- Orange Line - The Orange Line operates year-round between Sanford and Wells with designated stops, route deviation and connecting services, including the Wells Regional Transportation Center/Downeaster Amtrak service.
- WAVE - Provides year-round, curb to curb workforce transportation service connecting Sanford to Biddeford and Sanford to Wells.
- BSOOB Transit – connects to all routes at the Saco Transportation Center.
- Downeaster Amtrak service at the Saco Transportation Center.

Goals:

- Increase access to key employment and healthcare locations for York County residents
- Provide more service frequency and decrease time between runs

- Expand service hours earlier in the morning and later in the afternoon to better align with employment shift times and worker needs
- Reassign some current WAVE transportation service riders to SMC when appropriate to increase efficiency and decrease agency cost per trip
- Modify route to include new York County courthouse facility on Route 1 in Biddeford
- Eventually serve proposed new York County facilities on Layman Way (near the current County jail) and the York County Shelter in Alfred
- Help to reduce the amount of traffic on Route 111 between Sanford and Biddeford. This is one of the most heavily traveled roads in York County, with daily traffic counts of 13,418 in Alfred, 15,764 in Lyman and 22,552 in Biddeford.

Need:

- The current headways/time between runs on the SMC are very long, limiting the options for residents. Adding a vehicle will provide service roughly every hour.
- Although we provide connections to most BSOOB routes at the Saco Transportation Center, currently the SMC only connects with the BSOOB Zoom service to/from Portland once in the morning - for the last trip north at 8:44am. There is also no connection in the afternoon. Expanded service hours will make better connections in both the AM and PM, including transfers to Zoom for the 6:00 am run heading into Portland from Biddeford.
- While our WAVE service, which provides trips for employment, between Sanford/Springvale and Biddeford/Saco has very good ridership and popularity, it is a pre-scheduled service providing almost door-to-door trips. This is very labor intensive and more costly. With the expanded SMC options, we plan to move many of the WAVE riders (if appropriate based on need) to SMC for their trips. This would also allow us to utilize the WAVE vehicle capacity as a feeder service for the SMC, and also the possibility of a micro transit service to augment the SMC.

YCCAC has worked with several of its partners during the development of the SMC service including:

City of Sanford:

- Provides annual funding support
- YCCAC and the City are coordinating the location of shelters and bus stop signs at SMC stops in Sanford. These are planned to be installed in 2022.

Southern Maine Health Care (SMHC):

- Provides \$36,000 per year in funding support
- (when fares are collected) provides bus passes for staff and trip vouchers for patients
- YCCAC meets every other month with SMHC staff to review the service

York County:

- YCCAC was involved in the discussions and planning sessions for relocating and consolidating the County Court system, which will be located in Biddeford.
- We have agreed to modify the SMC route to include a stop at the new County Court House complex which is under construction and located on Route 1 in Biddeford

Estimated Cost:

- \$84/hour operating expense
- Expanding service hours for existing vehicle/runs, including driver time before/after revenue service (5am - 6pm) = 3.5 additional hours per day
 - 3.5 x 250 service days excluding holidays = 875 hours
- Adding one additional vehicle Monday - Friday:
 - 13 hours/day
 - 250 service days excluding holidays
 - 13 x 250 = 3,250
- Total hours = 4,125/year (3,250 + 875)
- 4,125 x \$84/hour = \$346,500 annual operating cost

Total 3-year cost for increased service = \$ 1,039,500

Partner funding/year:

SMHC	\$36,000
City of Sanford	\$6,000
Nasson Health Care	<u>\$2,000</u>
Total	\$44,000 x 3 = \$132,000

Projected fare revenue: 3,200 x \$3.56 average fare = 11,392/year = \$34,176 for three years

\$1,039,500 - partner funding (\$132,000) - fare revenue (\$34,176) = \$882,324

Estimated ridership:

With the addition of one vehicle, our ridership estimate is 3,200 trips per year.

- Estimating that approximately 50% of WAVE service riders will be able to utilize expanded SMC service (2,000 trips per year)
- With increase service frequency, we estimate 1,200 additional trips per year (ridership was 622 for FY 2021 during Covid).

AMERICAN RECUE PLAN WORKSHOP INFORMATION
MEMO: JULY 30, 2021 From COUNTY MANAGER to YORK COUNTY COMMISSIONERS
Recorded action of County Commissioners through 01/04/2022

PHASE	BUDGET	PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE Section/Budget	ARPA Appropriated	VARIANCE GUIDANCE/ARPA
SECTION 1	1	Sheriff's Office/Jail HVAC upgrades, med Wing neg. pressure rms, roof units	2,500,000.00	-	2,500,000.00	-	2,500,000.00	-	2,500,000.00
	2	Sheriff's Office/Jail Septic Upgrades	2,500,000.00	-	2,500,000.00	-	2,500,000.00	-	2,500,000.00
	3	Government Building-Rooftop Ventilation upgrades	200,000.00	-	200,000.00	-	200,000.00	83,909.00	116,091.00
	4	Government Building - Pandemic operations improvements/collaborations	3,000,000.00	-	3,000,000.00	400,000.00	3,000,000.00	770,024.00	2,229,976.00
	5	CourtHouse - Air quality upgrades	750,000.00	-	750,000.00	-	750,000.00	-	750,000.00
	6	CourtHouse - Temperature sensing camera's	250,000.00	-	250,000.00	-	250,000.00	-	250,000.00
	7	Premium Pay - Corrections NCEU Contract	2,400,000.00	355,240.00	2,755,240.00	-	2,400,000.00	2,755,240.00	(355,240.00)
	8	Recovery Center-Air Quality Upgrades	250,000.00	-	250,000.00	-	250,000.00	-	250,000.00
	9	Deeds Room Layout - Public safety concerns pandemic	12,000.00	-	12,000.00	-	12,000.00	12,000.00	-
	10	Sheriff's room layout	15,000.00	-	15,000.00	-	15,000.00	-	15,000.00
	11	ARP Fund Manager/financial support(3 yr or possibly longer, if longer more funds	255,000.00	-	255,000.00	-	255,000.00	255,000.00	-
	13	Vehicle for Mobile Vaccinations	38,000.00	-	38,000.00	-	38,000.00	38,000.00	-
	14	Engineering/Planning/Design (Global Pool - will have to assign ACTUAL to Defined	500,000.00	-	500,000.00	-	500,000.00	500,000.00	-
SECTION 1 Total			12,670,000.00	355,240.00	13,025,240.00	400,000.00	12,670,000.00	4,414,173.00	

PHASE	BUDGET	PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE Section/Budget	ARPA Appropriated	VARIANCE GUIDANCE/ARPA
SECTION 2	1	Housing Development	-	-	-	-	-	-	-
	2	New Drug Treatment and Recovery Center	5,000,000.00	-	5,000,000.00	-	5,000,000.00	-	5,000,000.00
	3	"CONVERSION" of Layman Way to Detox (requires development of pgm, licensing	250,000.00	-	250,000.00	-	250,000.00	-	250,000.00
	4	Regional Strategic Planning Training Center	6,500,000.00	-	6,500,000.00	-	6,500,000.00	-	6,500,000.00
	5	Engineering/Planning/Design (Global Pool - will have to assign ACTUAL to Defined	400,000.00	-	400,000.00	-	400,000.00	400,000.00	-
	6	Behavioral Health Logistics (CAHOOTS COMPARISON) FAIRTIDE	1,450,000.00	-	1,450,000.00	-	1,450,000.00	750,000.00	-
	6	Behavioral Health - My Teens Place Center (Renovation of former church)	1,500,000.00	-	1,500,000.00	-	1,500,000.00	1,500,000.00	-
		Sub-Total Budget 6	2,950,000.00	-	2,950,000.00	-	1,450,000.00	2,250,000.00	(800,000.00)
	7	Prevention/Education	-	-	-	-	500,000.00	-	500,000.00
	8	Sewer Infrastructure	9,000,000.00	-	9,000,000.00	-	9,000,000.00	-	9,000,000.00
	9	Unallocated	2,830,000.00	-	2,830,000.00	-	2,830,000.00	-	2,830,000.00
SECTION 2 Total			26,930,000.00	-	26,930,000.00	-	25,930,000.00	2,650,000.00	

PHASE	BUDGET	PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE Section/Budget	ARPA Appropriated	VARIANCE GUIDANCE/ARPA
SECTION 3	EMS	Backup Dispatch/PSAP terminals/communications improvements	524,730.00	-	524,730.00	-	1,400,000.00	524,728.02	1.98
	EMS	Communications improvements (tower, land acq/replacement)	875,270.00	-	875,270.00	-	1,400,000.00	-	875,270.00
SECTION 3 Total			1,400,000.00	-	1,400,000.00	-	1,400,000.00	524,728.02	875,270.00

AMERICAN RECUE PLAN WORKSHOP INFORMATION
MEMO: JULY 30, 2021 From COUNTY MANAGER to YORK COUNTY COMMISSIONERS

PHASE	BUDGET PROJECT	REQUESTED	ADJUST	REVISED	OTHER		GUIDANCE	ARPA	VARIANCE
					FUNDING	Section/Budget			
SECTION 4	DREDGE Purchase of Dredging Machine	-	1,800,000.00	1,800,000.00	-	-	-	-	-
	JAIL Body Scanner for Jail	-	159,000.00	159,000.00	-	-	-	159,000.00	(159,000.00)
	JAIL Video Surveillance System Replace and Improvement	-	446,429.64	446,429.64	555,510.74	-	-	446,429.64	(446,429.64)
SECTION 4 Total		-	2,405,429.64	2,405,429.64	555,510.74	-	-	605,429.64	
Grand Total		41,000,000.00	2,760,669.64	43,760,669.64	955,510.74	40,000,000.00	-	8,194,330.66	

<u>Funding Sources</u>		<u>Appropriated</u>	
FEMA Grant	400,000.00		400,000.00
JAIL RESERVE	555,510.74		555,510.74
ARPA 2021	40,331,830.00		8,194,330.66
Total	41,287,340.74		9,149,841.40
		<u><u>Available Sources</u></u>	<u><u>32,137,499.34</u></u>
			<u><u>32,137,499.34</u></u>

YORK COUNTY GOVERNMENT MAINE

FEDERAL GRANTS - ARPA 2021
Budget Basis - Fiscal Year 2022

Project Identifier	Sources (REVENUES) On-Deposit	FY2022 Appropriation	Allocation From Global	Inter-Project Transfers	Other Transfers	REVISED BUDGET	AS OF 1/4/2022 Expenditures	Encumbrances	Fund Balance	% Exp
300	US TREASURY DISBURSEMENT Bank Interest	20,165,915.00								
	TOTAL ARPA 2021 Sources REVENUE On-Deposit	20,165,915.00								
301	Uses (APPROPRIATION OF REVENUES) NCEU PREMIUM PAY Salary/Wage Benefits	2,755,240.00				2,755,240.00	264,830.24 48,423.15		2,441,986.61	11.37%
302	MOBILE VACCINE VEHICLE Expenses									
303	ARPA FINANCIAL PROJECT MANAGER Salary/Wage Benefits	38,000.00				38,000.00	33,985.00		4,015.00	89.43%
304	DEEDS PPE SAFETY ROOM OUTFIT Expenses	255,000.00				255,000.00	29,077.02 6,610.53		219,312.45	11.40%
305	ENGINEERING AND DESIGN GLOBAL ENGINEERING AND DESIGN (08/04/21) Unallocated SUPPLEMENTAL (10/06/21) Unallocated	12,000.00				12,000.00	12,000.00		-	100.00%
	ENGINEERING AND DESIGN Allocated COUNTY FACILITIES HVAC STUDY Expenses	500,000.00 400,000.00	(24,760.00) (7,500.00)			475,240.00 392,500.00	38,021.33		Unallocated 829,718.67 Allocated	3.15%
306	WETLANDS DELINEATION SERVICES Expenses		24,760.00			24,760.00	780.00		23,980.00	100.00%
307	MY TEEN PLACE CENTER Expenses		7,500.00			7,500.00	7,500.00		-	100.00%
308	GOVERNMENT BUILDINGS RENOVATION, G&H BLOCK Expenses	1,500,000.00				1,500,000.00			1,500,000.00	0.00%
309	BODY SCANNER FOR JAIL Expenses	770,024.00				770,024.00	72,910.40		697,113.60	9.47%
310	COMMUNICATION UPGRADES - DISPATCH TERMINALS Expenses	159,000.00				159,000.00	159,000.00		-	100.00%
311	FAIRTIME AND FOOTPRINTS WELLNESS SERVICES RESOURCE HUB Expenses	524,728.02				524,728.02			524,728.02	0.00%
312	VIDEO SURVEILLANCE SYSTEM Expenses	750,000.00				750,000.00		750,000.00	-	100.00%
313	RECOVERY CENTER VENTILATION UPGRADE Expenses	446,429.64				446,429.64		446,429.64	-	100.00%
	TOTAL ARPA 2021 Uses (APPROPRIATIONS)	8,194,330.66				8,194,330.66	673,137.67	1,196,429.64	6,324,763.35	22.82%

Net Sources less Uses - On Deposit
ARPA 2021 FUNDS UNDESIGNATED 11,971,584.34
Awarded - Not Yet Received
Accounts Receivable - Due from US Treasury 20,165,915.00

① The total amount of funds awarded to York County is \$40,331,830, release of second disbursement is expected in early Calendar 2022.

YORK COUNTY GOVERNMENT MAINE

FEDERAL GRANTS - ARPA 2021
Budget Basis - Fiscal Year 2022

Project Identifier	Sources (REVENUES) On-Deposit	FY2022 Appropriation	Allocation From Global	Inter-Project Transfers	Other Transfers	REVISED BUDGET	AS OF 1/4/2022 Expenditures	Encumbrances	Fund Balance	% Exp
300	US TREASURY DISBURSEMENT Bank Interest	20,165,915.00	-	-	-	-	264,830.24 48,423.15	-	2,441,986.61	11.37%
	TOTAL ARPA 2021 Sources REVENUE On-Deposit	20,165,915.00								
301	Uses (APPROPRIATION OF REVENUES) NCEU PREMIUM PAY	2,755,240.00	-	-	-	2,755,240.00	264,830.24 48,423.15	-	2,441,986.61	11.37%
302	Salary/Wage Benefits	-	-	-	-	-	-	-	-	-
303	MOBILE VACCINE VEHICLE Expenses	38,000.00	-	-	-	38,000.00	33,985.00	-	4,015.00	89.43%
304	ARPA FINANCIAL PROJECT MANAGER Salary/Wage Benefits	255,000.00	-	-	-	255,000.00	29,077.02 6,610.53	-	219,312.45	11.40%
305	DEEDS PPE SAFETY ROOM OUTFIT Expenses	12,000.00	-	-	-	12,000.00	12,000.00	-	-	100.00%
306	ENGINEERING AND DESIGN GLOBAL ENGINEERING AND DESIGN (08/04/21) Unallocated	500,000.00	(24,760.00)	-	-	475,240.00	38,021.33	-	Unallocated	-
307	SUPPLEMENTAL (10/06/21) Unallocated	400,000.00	(7,500.00)	-	-	392,500.00	-	-	829,718.67	100.00%
308	ENGINEERING AND DESIGN Allocated COUNTY FACILITIES HVAC STUDY	-	-	-	-	-	-	-	Allocated	-
309	Expenses	-	-	-	-	-	-	-	-	-
310	WETLANDS DELINEATION SERVICES Expenses	-	24,760.00	-	-	24,760.00	780.00	-	23,980.00	3.15%
311	MY TEEN PLACE CENTER Expenses	1,500,000.00	-	-	-	1,500,000.00	-	-	1,500,000.00	100.00%
312	GOVERNMENT BUILDINGS RENOVATION, G&H BLOCK Expenses	770,024.00	-	-	-	770,024.00	72,910.40	-	697,113.60	9.47%
313	BODY SCANNER FOR JAIL Expenses	159,000.00	-	-	-	159,000.00	159,000.00	-	-	100.00%
314	COMMUNICATION UPGRADES - DISPATCH TERMINALS Expenses	524,728.02	-	-	-	524,728.02	-	-	524,728.02	100.00%
315	FAIRTIDE AND FOOTPRINTS WELLNESS SERVICES RESOURCE HUB Expenses	750,000.00	-	-	-	750,000.00	-	-	750,000.00	100.00%
316	VIDEO SURVEILLANCE SYSTEM Expenses	446,429.64	-	-	-	446,429.64	-	-	446,429.64	100.00%
317	RECOVERY CENTER VENTILATION UPGRADE Expenses	83,909.00	-	-	-	83,909.00	-	-	83,909.00	100.00%
	TOTAL ARPA 2021 Uses (APPROPRIATIONS)	8,194,330.66				8,194,330.66	673,137.67	1,196,429.64	6,324,763.35	22.82%

Net Sources less Uses - On Deposit
ARPA 2021 FUNDS UNDESIGNATED 11,971,584.34

Awarded - Not Yet Received
Accounts Receivable - Due from US Treasury 20,165,915.00

1 The total amount of funds awarded to York County is \$40,331,830, release of second disbursement is expected in early Calendar 2022.

1 **COMMISSIONERS MEETING**

2 **January 5, 2022**

3
4
5 *Yorkists*

6
7 At a regular meeting of the County Commissioners of the County of York, begun and
8 holden at the York County Government Building in Alfred, within and for the County of York,
9 being held on Wednesday, January 5, 2022 A. D. at 4:30 P. M.

10
11
12 **COMMISSIONERS PRESENT:**

13
14 Richard R. Dutremble
15 Richard Clark
16 Robert Andrews
17 Allen Sicard
18 Donna Ring
19

20
21
22 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the
23 meeting.
24

25
26 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**
27

28
29 **02-05-22**

ITEM

30
31 **1 TO SELECT A COUNTY COMMISSIONER CHAIRPERSON FOR 2022**
32 Commissioner Andrews nominated Commissioner Sicard. Motion was seconded by
33 Commissioner Ring. Vote 5-0.
34

35 **2 TO SELECT A COUNTY COMMISSIONER VICE CHAIRPERSON FOR 2022**
36 Commissioner Ring nominated Commissioner Andrews. Commissioner Sicard seconded
37 the motion.

38 **DISCUSSION:** Commissioner Dutremble explained that the Chairperson cannot second
39 a motion.

- 40 1. Commissioner Andrews seconded the motion. Vote 4-1 (Commissioner Clark
41 opposed).
42

43 **3 PUBLIC COMMENT(S) ON ANY ITEM(S)**

44 Rick DeRochemont addressed the Board regarding COVID vaccines. He stated that a friend
45 of his got COVID and was unvaccinated. His friend didn't want to get the vaccine because
46 he didn't know what was in it. This person came close to dying. He never questioned
47 anything that was given to him in the ambulance or at the hospital. I don't feel his reasoning
48 was justified. If you are not going to question anything, why question something that is
49 clear as day, stated Mr. deRochemont.

50 Janet Drew, via ZOOM, commented that she seconded the last speaker's comments and that
51 she is for mandatory vaccines. We have had to have many vaccines throughout the years.
52 In regards to ARPA, she would appreciate it if ARPA information was not buried at the end
53 of the agenda and added there is no imagination there. We are not doing anything
54 differently, stated Ms. Drew.

55 Commissioner Clark stated that the Sheriff's Office dealt with a difficult and dangerous
56 situation in the last few days. He congratulated the Sheriff and the people under his
57 command for handling the situation without serious injury and loss of life to anyone.
58

59 **4 TO SELECT A WORKFORCE CENTER DIRECTOR FOR 2022**

60 Commissioner Clark stated that he has been doing this for the last few years. If anyone
61 wants to do it, speak up.

62 Commissioner Ring nominated Commissioner Clark. The motion was seconded by
63 Commissioner Dutremble. Vote 5-0.
64

65 **5 TO SELECT A SOUTHERN MAINE REGIONAL PLANNING REPRESENTATIVE
66 FOR 2022**

67 Commissioner Sicard stated that he has been the county's representative for this past year
68 and enjoyed it but will give it up if someone else wants to do.

69 Commissioner Andrews nominated Commissioner Sicard as the York County representative
70 to the Southern Maine Regional Planning and Development Commission. Commissioner
71 Ring seconded the motion. Vote 5-0.
72

73 **TO NOMINATE A MAINE COUNTY COMMISSIONERS ASSOCIATION
74 BOARD MEMBER FOR 2022 –**

75 Commissioner Clark nominated Commissioner Dutremble to this Board. Commissioner
76 Andrews seconded the motion. Vote 5-0.
77

78 **6 TO REVIEW AND APPROVE THE MINUTES OF THE COUNTY
79 COMMISSIONERS MEETINGS-**

80 a. Commissioners' Regular Meeting of December 1, 2021 (tabled at 12-15-21 meeting)-
81 Commissioner Clark motioned to approve the minutes. Commissioner Andrews seconded
82 the motion. Vote 5- 0 with Commissioner Dutremble abstaining.

83 b. Commissioners' Regular Meeting of December 15, 2021-
84 Commissioner Clark motioned to approve the minutes. Commissioner Dutremble seconded
85 the motion. Vote 3- 2 with Commissioner Ring and Commissioner Andrews abstaining as
86 they were absent from the meeting.

87 c. Commissioners' Special Meeting of December 21, 2021-
88 Commissioner Clark motioned to approve the minutes. Commissioner Dutremble seconded
89 the motion. Vote 4-1 with Commissioner Ring abstaining.
90

91 **7 TO ADOPT ROBERT'S RULES OF GOVERNANCE FOR CONDUCTING 2022
92 COMMISSIONER MEETINGS**

93 Commissioner Andrews motioned to approve Robert's Rules. Commissioner Ring seconded
94 the motion. Vote 5-0.
95

96 **8 TO SELECT A DAY AND TIME FOR CONDUCTING REGULAR COUNTY
97 COMMISSIONER MEETINGS FOR 2022**

98
99 Manager recommendations: 1st and 3rd Wednesdays beginning at 4:30 P.M.-following dates:
100 January 5, January 19, February 2, February 16, March 2, March 16, April 6, April 20, May

101 4, May 18, June 1, (June 15th if needed), July 6, (July 20th if needed), August 3, (August
102 17th if needed), September 7, September 21, October 5, October 19, November 2,
103 November 16, December 7, December 21.
104 Clark- Dutremble 2nd. Vote 5-0.
105

106 **9 TO REVIEW AND ADOPT POLICIES FOR 2022 AS FOLLOWS:**
107

- 108 a. **MILEAGE REIMBURSEMENT RATE** (manager recommends '22 IRS rate 58.5
109 cents)
110 Commissioner Clark motioned to approve the mileage reimbursement rate as presented
111 above. Commissioner Dutremble seconded the motion. Vote 5-0.
112 b. **MEALS ON COUNTY BUSINESS RATE** (manager recommends '20 rates of \$10.00-
113 breakfast, \$15.00 lunch, \$20.00 dinner or \$45.00 per diem)
114 **Special note:* When the event you are attending includes any of the meals you are
115 required to take part in the meal. If you are staying at a hotel that provides breakfast, you
116 must utilize the breakfast provided by the hotel. In these instances, the amounts stated
117 above will be deducted from the per diem rate.
118 Commissioner Clark motioned to accept the rates for meals on county business as
119 presented above. Commissioner Andrews seconded the motion. Vote 5-0.
120 c. **POLICE/ACCIDENT/INCIDENT REPORTS** (manager recommends '21 rate of
121 \$20.00)
122 Commissioner Clark motioned to approve the reports rate as presented above.
123 Commissioner Dutremble seconded the motion. Vote 5-0.
124 d. **NOTARIZATION/ATTESTATION FEES** (manager recommends '20 rate of
125 \$5.00/\$10.00)
126 Commissioner Clark motioned to approve the notarization/attestation fees as presented
127 above.. Commissioner Dutremble seconded the motion. Vote 5-0.

128 **10 TO APPROVE TREASURERS' WARRANT(S)**
129

- 130 a. Approve treasurer's warrant dated December 15, 2021 in the amount of \$409,140.44
131 Commissioner Clark motioned to approve the warrant. Commissioner
132 Dutremble seconded the motion. Vote 5-0.
133 b. Approve treasurer's warrant dated December 22, 2021 in the amount of \$734,278.00
134 Commissioner Clark motioned to approve the warrant. Commissioner Dutremble
135 seconded the motion. Vote 5-0.
136 c. Approve treasurers' warrant dated December 29, 2021 in the amount of \$416,132.74
137 Commissioner Clark motioned to approve the warrant. Commissioner Dutremble
138 seconded the motion.
139 Vote 5-0.

140 **11 HEAR ANY REPORTS OF THE COMMISSIONERS**
141

142 None

143 **12 HEAR ANY REPORTS OF THE COUNTY MANAGER**
144

145 None

146 **13 NEW BUSINESS**
147

- 148 a. Seek Commissioner approval for the promotion of David Lambert to the position of
149 Captain effective January 10, 2022.- County Manager Zinser requested this item be
150 removed.

151 Commissioner Clark motioned to table this item. Commissioner Dutremble seconded the
motion. Vote 5-0.

- 152 b. Seek Commissioner approval for the promotion of Donovan Cram to the position of
153 Corporal with an effective date of January 10, 2022.
154 Commissioner Clark motioned to approve the promotion of Donovan Cram to the
155 position of Corporal with an effective date of January 10, 2022. Commissioner
156 Dutremble seconded the motion. Vote 5-0.
- 157 c. Seek hiring approval for Gabby Powell in the position of Full-Time Patrol Deputy in the
158 Sheriff's Office with a hire date of January 24, 2022.
159 H.R. Director Linda Corliss informed all that Ms. Powell's starting hourly rate will be
160 \$26.04. She explained that Ms. Powell is already blue pinned and certified.
161 Commissioner Clark motioned to approve the hiring of Gabby Powell in the position of
162 full-time patrol deputy in the Sheriff's Office with a hire date of January 24, 2022.
163 Commissioner Ring seconded the motion. Vote 5-0.
- 164 d. Seek hiring approval of Melissa Higgins in the position of Corrections Officer in the
165 Sheriff's Office with a hiring date of January 7, 2022.
166 Commissioner Clark motioned to approve the hiring of Melissa Higgins in the position of
167 Corrections Officer in the Sheriff's Office with a hiring date of January 7, 2022.
168 Commissioner Dutremble seconded the motion. Vote 5-0.
- 169 e. Seek hiring approval of Kayley Weeman in the position of Corrections Officer in the
170 Sheriff's Office with a hiring date of January 7, 2022.
171 Commissioner Clark motioned to approve the hiring of Kayley Weeman in the position
172 of Corrections Officer in the Sheriff's Office with a hiring date of January 7, 2022.
173 Commissioner Ring seconded the motion. Vote 5-0.
174 Commissioner Sicard asked H.R. Director Corliss the status of (C.O.) numbers. She
175 replied that we have gained some and then we lose some. She added that there was an
176 ALERT exam today and that three potential candidates took it. Also, stated
177 Director Corliss, more applications have been coming in over the past week.
- 178 f. Sheriff to request administrative termination of the following reserve Corrections
179 Officers in inactive status: Ashanti Williams, MARRISA MORRISON, Steve Barber, Abraham
180 Conde, Mathew Cummer, and Richard Allard.
181 H.R. Director Corliss explained that a few of these individuals have been contacted
182 since the agenda was posted and submitted letters of resignations. Abraham Conde is the
183 only person left on the list that we could not reach.
184 Commissioner Clark motioned to terminate Abraham Conde due to his inactive status.
185 Commissioner Dutremble seconded the motion. Vote 5-0.

187 14

OLD BUSINESS

- 188 a. Commissioner access to County Software Programs (tabled from 12-15-21 mtg.)
189 County Manager Zinser explained that this item was put forth by Commissioner Ring.
190 He continued to explain that she is looking for access to some of the financial programs.
191 Commissioner Ring explained that as Commissioners, our #1 responsibility is to oversee
192 the finances. She continued that she feels that as a Commissioner, we should have access
193 to the MUNIS system on a read only basis. Commissioner Ring stated that she has the
194 knowledge to operate the system. Elected officials certainly should have access to all of
195 our financial records. She added that sometimes it gets misunderstood as to the type of
196 report she wants. Commissioner Ring stated that she caught things this past year sifting
197 through the warrants. She explained that she was an employee and had access to all of
198 the Sheriff's Office records. Now, as an elected official overseeing everyone, she has no
199 access. Commissioner Ring commented that she is not sure what would be confidential
200 to Commissioners. She stated that she would like the Board to direct the Manager to
201 write a policy if he feels there should be some stipulations.

202 Commissioner Dutremble commented that he also has experience with MUNIS. He
203 added that he checked with different governments and their councilors are not allowed to
204 access their financial programs. A lot of stuff is confidential like social security numbers
205 and child support payments. Commissioner Dutremble continued that we can get reports
206 whenever we want them. Just ask. There is a capability that you can destroy records.
207 He added that he has always gotten what he has asked for without going onto the
208 program usually within a day's time. Commissioner Ring responded that with all due
209 respect, she recognizes the need for confidentiality. She stated that she is asking for
210 read only and that access can be limited. Commissioner Ring stated that she finds it
211 almost an insult that she cannot have access as an elected official.

212 Commissioner Clarks stated that the Commissioners are assigned oversight of county
213 budget and operations. We do that through a series of employees beginning with the
214 County Manager and a number of employees report to him. He continued that it is no job
215 of any one of the Commissioners to micromanage the process and he thinks that is what
216 is going to happen with this. He continued that he doesn't want someone with an ax to
217 grind digging through reports. If anyone thinks there's a problem, they should get reports
218 and if they don't think these reports aren't straight then the Board will investigate. We
219 have already had this discussion, stated Commissioner Clark. It is a chain of command
220 issue. Confidential information needs to be protected. Commissioner Ring replied that
221 she is also recommending that whatever restrictions they need to place to allow the Board
222 access, they can do that.

223 Commissioner Sicard added that as Commissioners we oversee everybody. We hire
224 and oversee the County Manager. It is his job to hire department heads. Elected officials,
225 through H.R. hire employees. We look at the big picture unless we think something
226 doesn't look right then we go to the Manager, stated Commissioner Sicard.

227 Commissioner Dutremble commented that when the Commissioners hired the first
228 Finance Director, he was on the hiring committee. The Finance Director reports to the
229 County Manager not to the Commissioners.

230 Commissioner Ring motioned that access to the MUNIS system be granted to the
231 Commissioners as allowed by the County Manager. Commissioner Andrews seconded
232 the motion. Vote -2-3 with Commissioners Clark, Dutremble and Sicard opposed.

233 b. Discussion of OSHA-ETS (executive session pursuant to 1 M.R.S.A. §405 (6) (A),
234 personnel matters may be necessary)

235 County Manager Zinser explained that OSHA ETS is in effect. There is a meeting on
236 January 18, 2022 and they intend to adopt the policy. The effective date will be February
237 17th with the entire rule in effect by March 19th. The County Manager stated that
238 he does recognize it will go before the Supreme Court sometime this week and no
239 response is anticipated until early February. We are under obligation to move forward,
240 he continued. He advised the Commissioners that he needs to know what they wish us to
241 do. Testing costs \$113.00 per test, advised County Manager Zinser. H.R. Director
242 Corliss informed all that there are 266 employees currently with 35 unvaccinated and 25
243 who have not reported whether they are vaccinated or not, which is an issue. 206
244 employees are vaccinated. Therefore, 22% of employees are classified as unvaccinated
245 as of today's date, explained H.R. Director Corliss.

246 County Manager Zinser asked the Commissioners if they want to go down the testing
247 road or vaccine mandates? From an administrative perspective, testing is overly
248 burdensome so he would ask that the Board consider mandating.

249 Commissioner Sicard asked if we were set up with testing equipment? County Manager
250 Zinser replied that it is used quite a bit. That machine does not have the capacity to do
251 surveillance testing. Under FEMA this is set up for workplace outbreaks. Our own staff
252 does not have the capacity to do it. He continued that it can be processed there but we

253 don't have the capacity to take on the surveillance of our own employees. Right now, we
254 are doing all of our own little outbreaks and some fire departments and police
255 departments. Commissioner Sicard asked what if the Board votes for a mandate, and then
256 the Supreme Court rules it unconstitutional? The County Manager replied that we should
257 know before whether or not the Supreme Court is going to rule. The County Manager
258 went on to say that the ETS is now in effect and we are being told on the 18th it will be
259 given their blessing and in full effect on March 18th.

260 H.R. Director Linda Corliss explained that the reason the dates are out there is that there
261 is a lot of work to be done prior. We have to meet with Unions, contractors, etc. We
262 need a few weeks to be prepared, explained H.R. Director Corliss.

263 County Manager Zinser stated that he and Director Corliss would come back with
264 a policy at the first meeting in February.

265 Commissioner Clark clarified that the decision of the Supreme Court is not whether or
266 not mandates are constitutional, it is whether the order from OSHA is constitutional. If
267 this Board or any Board or organization chooses to mandate vaccinations for their
268 employees that is a separate issue. The State has ordered health care workers (to be
269 vaccinated against COVID) and that has not been overturned.

270 What do we tell our people that are doing the work to do, asked Commissioner Clark. He
271 explained that he sat through the recent webinar and that there is a lot of record keeping,
272 and a lot of work to be done. There are very serious fines and penalties if mistakes are
273 made. Commissioner Clark added that from the numbers given the cost will be \$6,000 a
274 week to test and \$300,000 a year. He continued, not to mention time out of work while
275 these folks are taking these tests. He stated that he is in favor of mandating. He
276 reminded all that there are a lot more dead people than six weeks ago when we discussed
277 this. We need to give our folks some direction, stated Commissioner Clark.

278 Commissioner Clark motioned that the Commissioners instruct the County Manager and
279 Deputy County Manager/H.R. Director to go down the route that vaccines will be
280 mandated in order to work for the county. Commissioner Dutremble seconded the
281 motion.

282 DISCUSSION: Commissioner Sicard questioned the start date (of the mandate).
283 Commissioner Clark suggested at the next meeting the Commissioners formalize a plan
284 with a start date. He added that to ask the people of York County to spend \$300,000 for
285 virtually nothing is absurd and that he doesn't think it provides protection for our
286 employees. It doesn't protect employees from each other, stated Commissioner Clark.

287 Commissioner Ring stated that ARPA money should be used for testing. She added that
288 she doesn't believe that the Government should be making someone put something in
289 their body that they don't want. She added that she would rather test.

290 Commissioner Andrews stated that he agrees with testing. There is too much in the way
291 of rights that are being denied, stated Commissioner Andrews.

292 Commissioner Dutremble stated that his grandkids all got vaccinated and so did he.
293 People are forgetting, it is not somebody's rights. Vaccines are mandatory for schools.
294 This is no difference. This saves peoples' lives, commented Commissioner Dutremble.

295 Commissioner Andrews commented that he understands what Commissioner Dutremble
296 is saying but does not agree with the way we have gone about this. The State is not
297 allowing for any religious exemptions. Commissioner Andrews stated that he believes if
298 there is a good basis for someone to get a religious exemption, they should be able to do
299 so. To say that it's been past practice in schools, there have always been reasonable
300 accommodations. He continued that he understands the fear of this disease. For his
301 occupation he was asked to be vaccinated, stated Commissioner Andrews and he chose to
302 do so for the greater good of the people he serves.

303 Commissioner Sicard asked if it was possible to have a plan for next meeting. County
304 Manager Zinser replied, yes. Vote 3-2 (Commissioner Andrews and Commissioner Ring
305 opposed).
306

- 307 c. ARPA updates- The County Manager explained that there was a timeframe but more
308 (requests) have come in from the York County Shelter Programs and the Biddeford
309 Center of Technology. The transportation proposal from Southern Maine Planning &
310 Development Commission and York County Community Action is in response to your
311 request to them for more information.

312 Commissioner Sicard asked if the Board would like to get back to a 3:00 workshop and
313 invite the transportation and shelter people back as well as get and an update on the
314 county programs.

315 Commissioner Clark stated that he is happy to talk with the transportation people as they
316 went through the process. He added that he doesn't oppose the request of the Shelter but
317 they didn't submit (their request) in the timeframe requested. We held public hearings
318 and asked for public comments. The County Manager added that he asked the Shelter
319 for information but he didn't get it.

320 Commissioner Ring stated that they were at a public hearing and did submit
321 information. County Manager Zinser replied that the Shelter put in a generic request in
322 July and then said they'd be back with a proposal. He continued that he contacted them
323 and a long e-mail chain ensued and he received nothing until this.

324 Commissioner Dutremble asked if they requested any dollar amount in July? The
325 County Manager replied, no.

326 Commissioner Sicard suggested they hold a workshop with the transportation people
327 and county projects and have the Manager get back to Shelter to say they missed the
328 deadline. Commissioner Ring stated that they did attend a meeting and submitted a
329 request. They were never asked to come in. They did put a letter of interest, said
330 Commissioner Ring.

331 Commissioner Clark suggested the workshop begin at 3:30 (on January 19th).

332 County Manager Zinser responded that the transportation people have supplied what is
333 requested. Commissioner Sicard asked the Board if they are for or against having the
334 Shelter being allowed to come? Commissioner Clark responded that it was the vote of
335 this Board that we would take proposals through a given day. It is unfair to any number
336 of other agencies that may have good proposals that you are all too late but others are
337 not. Commissioner Clark continued that we need to sit down with Dave (Nalchajian, Sr.
338 , ARPA Financial Project Manager) and see what is left and then if there is money left,
339 have a second round of proposals that is open to everybody. We need to follow the
340 process we established, commented Commissioner Clark. Commissioner Ring replied
341 that she didn't realize that they were required to submit all their numbers. There was a
342 letter from the Shelter in our notebooks. So be it if it took them longer. They are in our
343 initial book. Commissioner Andrews agreed with setting the workshop and limiting it to
344 transportation people. Much of the shelter program wouldn't pass the muster for ARPA
345 money he stated.

346 It was decided by the commissioners to hold a 3:30 workshop and invite transportation
347 people back and get a quick update on county projects.

348 County Manager Zinser asked should denial letters be sent to everybody else?

349 Commissioner Sicard clarified to the technology people and the shelter? He stated that
350 he is in favor of sending letters and thanking them and if money is left over there will be
351 another process.

352 Greg- we have updated reports for you. We will have Dave review the reports with you
353 at the 3:30 meeting (January 19th) and ask any questions.

354 Commissioner Dutremble stated that he wished to comment on the dredge proposal. He
355 continued that they want \$1.8 million and communities involved didn't put any of their
356 money in. Commissioner Sicard replied that is incorrect as the City of Saco is putting
357 money in to house it and staff it.
358 Commissioner Dutremble clarified that he is talking about the physical purchase. Other
359 towns and cities should be putting money into it. Commissioner Sicard stated when they
360 come back, we can discuss that. Commissioner Dutremble stated that if we are going to
361 change our minds, we should tell them. Commissioner Sicard responded that we asked
362 them to get other communities behind them.
363 Commissioner Clark added that the individuals who presented this proposal in June
364 were told by the Commissioners to go to the towns that would benefit from this and see
365 if they would give some money. So far there has been zero contributions. Commissioner
366 Sicard asked Commissioner Clark if he had a report from the towns they spoke to as he
367 understands that they are reaching out now. Commissioner Clark stated that every
368 municipality got ARPA money. Commissioner Sicard recommended giving them some
369 time as we are coming out of the holidays. Commissioner Dutremble commented that
370 we shouldn't give them anything unless they put some money into it. Commissioner
371 Sicard reiterated that they are putting millions of dollars towards it to house it and staff
372 it. Commissioner Dutremble replied that other communities will use it. Commissioner
373 Sicard stated that it could be a profit making entity and we could be partners.
374

375 **15 PUBLIC COMMENT(S) ON ANY ITEM(S)**

376 Janet Drew commented that the Commissioners are getting (requests from) organizations
377 that are working hard in a time that everyone is stressed. *"When they have reached out to*
378 *you, they should have another opportunity. You are giving the dredge people an*
379 *opportunity. You haven't spent all the money yet. Identify a pot of money and say this will*
380 *be community organizations. Give them the benefit of the time that you are giving the Saco*
381 *dredge."*

382 Commissioner Clark responded that he understands Janet Drew's concerns, but that she is
383 understating what this board has done to reach out to organizations. Commissioner Clark
384 continued that the Commissioners are supporting a teen center in Biddeford, Fair Tide in
385 Kittery, as well as discussing the construction of a facility to deal with the opioid crisis and
386 behavioral health issues. There is also a committee formed to discuss building for training
387 for EMTs fire personnel and police. Commissioner Clark stated that he thinks the
388 Commissioners have done a fair amount in addressing some human needs. The money has to
389 be spent in an appropriate manner. We are trying to spend this money in a responsible
390 manner to address some of the issues that were identified, stated Commissioner Clark.
391

392 Susan Wiswell asked for the OSHA ETS deadlines given out earlier in the meeting. County
393 Manager Zinser stated that on the DOL's website there is a press release that states the
394 date of the OSHA DOL meeting on January 18, 2022 and on this day their intention is to
395 approve and implement the OSHA -ETS for the State of Maine. Thirty days from the vote is
396 the implementation date of February 17th. They will suspend enforcement until March 19th.
397 County Manager Zinser explained that we have to impact bargain with our unions and it
398 takes time for persons to get two vaccines.
399

400 **16 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL ISSUES PURSUANT**
401 **TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF REAL PROPERTY OR ECONOMIC**
402 **DEVELOPMENT PURSUANT TO 1 M.R.S.A. § 405 (6) (C), LABOR**
403 **NEGOTIATIONS PURSUANT TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION**
404 **WITH LEGAL COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E).**

405 a. Executive Session pursuant to 1.M.R.S.A. §405 (6) (A), personnel matters
406 Commissioner Clark motioned to enter into executive session pursuant to 1.M.R.S.A. §405
407 (6) (A), personnel matters. Commissioner Dutremble seconded the motion. Vote 5-0.
408

409 Commissioner Clark motioned to come out of executive session. Commissioner Dutremble
410 seconded the motion. Vote 5-0.

411 No action taken.

412

17

ADJOURN

413 Commissioner Clark moved to adjourn. Commissioner Dutremble seconded the motion.

414 Meeting adjourned at 6:02 p.m.
415

DRAFT



COUNTY OF YORK

Robert L. Andrews
Vice-Chairperson
District 1

Richard R. Dutremble
District 2

Allen R. Sicard
Chairperson
District 3

Donna L. Ring
District 4

Richard Clark
District 5

45 Kennebunk Road
Alfred, Maine 04002

(207) 459-2313
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Gregory T. Zinser
County Manager

Kathryn A. Dumont
Assistant to the Manager

Linda M. Corliss
Deputy County Manager
Human Resource Director

Lorene B. Lemieux
Finance Director

Memo

FROM: Facilities Manager, Rick deRochemont
TO: York County Commissioners
DATE: January 12, 2022
RE: 2022 Landscape Bid Process

The process has been completed and I have reviewed all of the bids for the 2-year landscape contracts. The results are broken down by contractor and location:

Salmon Falls Landscaping	Recovery Center	\$7,895.00
	Government Bldg.	\$10,483.00
	Courthouse	\$15,160.00
	<u>Jail</u>	<u>\$16,155.00</u>
	Total Annually	\$49,693.00
RD Masonry & Landscaping	Recovery Center	\$4,167.67
	Government Bldg.	\$7,142.52
	Courthouse	\$8,217.77
	<u>Jail</u>	<u>\$8,371.16</u>
	Total Annually	\$27,899.12
JW Booth Landscape Contractor	Recovery Center	\$2,500.00
	Government Bldg.	\$5,650.00
	Courthouse	\$6,400.00
	<u>Jail</u>	<u>\$3,950.00</u>
	Total Annually	\$18,500.00

Although we have not worked with JW Booth Landscape Contractors, they are located in York County and have been in business for over 30 years. My suggestion would be to award them the contract with a option to extend the contract by 1-year at the end of the 2-year term.

2022 Landscape Bid Proposals 2 (Year)

Company Name	Salmon Falls Nursery & Landscaping	RD Masonry & Landscaping	JW Booth Landscape Contractor
Recovery Center	\$ 7,895.00	\$ 4,167.67	\$ 2,500.00
Government Building	\$ 10,483.00	\$ 7,142.52	\$ 5,650.00
Courthouse	\$ 15,160.00	\$ 8,217.77	\$ 6,400.00
York County Jail	\$ 16,155.00	\$ 8,371.16	\$ 3,950.00
Total Annual Bid	\$ 49,693.00	\$ 27,899.12	\$ 18,500.00

Contract is for a 2 year term with the option for a 1 year extension

LEGAL NOTICE COUNTY OF YORK

Request for Proposal and Notice of Mandatory Pre-Bid Requirements

The County of York invites you to submit a proposal to furnish all labor, materials, equipment and transportation necessary to perform all operations for Landscaping and Lawn Mowing for a term of 2 year at the following locations:

York County Government Building
149 Jordan Springs Road
Alfred, Maine. 04002

York County Jail
1 Layman Way
Alfred, Maine 04002

York County Courthouse
45 Kennebunk Road
Alfred, Maine 04002

Layman Way Recovery Center
2 Layman Way
Alfred, Maine 04002

BIDS MUST INCLUDE SEPARATE PRICING PER LOCATION.

Site Visit:

Site visits may be scheduled on a one-on-one basis requiring all current COVID-19 restrictions and precautions. Site visits will be scheduled before December 17, 2021, by contacting Richard DeRochemont, Facilities Manager at 207-459-2443 or by email at rsderochemont@yorkcountymaine.gov

Bids due: Monday December 27, 2021, by 10:00am.

Contract Term:

Term of the contract will be from April 1, 2022 to November 1, 2023

Services:

The selected Contractor agrees to provide all landscape maintenance and lawn mowing for the following County properties.

1. York County Government Building, 149 Jordan Springs Road, Alfred, Maine, 04002, Front, sides and back from tree line to tree line including roadside.
2. York County Courthouse, 45 Kennebunk Road, Alfred, Maine, 04002, Sides of the rear upper parking including handicap ramp area and building foundation. Front of Courthouse from roadside to tree line and building. Court Street parking lot edges from Rt. 111 to Court Street and From Kennebunk Road to the property line of the neighboring house. (This includes all islands, rock walls and stairways)
3. Layman Way Recovery Center, 2 Layman Way, Alfred, Maine, 04002. All areas surrounding Recovery Center building from Maintenance garage parking lot including back of the building.
4. York County Jail, 1 Layman Way, Alfred, Maine 04002. All areas surrounding building, fencing and parking lots to the tree line. Layman Way entrance from Rt.4 at York County Jail sign including both sides of the roadway to Recovery Center

Independent Contractor:

You and your agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the County. All employees needed to fulfill the obligation of this contract shall be employed by you and you shall be solely responsible for complying with applicable state and federal laws including but not limited to worker's compensation law, employment security law and minimum wage law.

As an independent contractor, you are responsible for maintaining your equipment in a safe, operable and legal condition.

Maintenance Requirements:

- Spring cleanup to include lawn preparation (raking, dethatching, fertilizing etc.) Cleanup of sand debris from winter including parking lots, roadside maintenance and walkway cleanup (Sand and debris blown or swept) Loam and seed as needed to re-establish parking lot and roadway edges damaged by winter maintenance.
- Government Building sprinkler set-up, testing, inspection and repair. Including backflow preventer annual inspection.
- Mulching to include cleaning out old mulch if needed to establish tree trunk visibility to avoid root damage and edging all beds. Contractor will provide all mulch required to keep the properties looking fresh throughout the season. (May require more than one application)
- Weekly lawn mowing to begin the first week of May and end the second week of October. All areas will be trimmed including foundations, fencing, beds and signs and poles. All lawn debris/clippings will be cleaned and removed from the properties.
- Lawns will be fertilized a minimum of three times per season (Prior to first mow, during summer and end of mowing season), lime will be provided if soil tests show a need (testing to be done by contractor), weed and pest control will be applied per professional recommendations. (minimum of 2 times)
- Pruning and weeding will be completed at least twice a month to maintain a professional appearance. All trees and shrubs will be pruned, beds weeded, and foundations will be either trimmed or weeded to maintain a professional appearance.
- Fall cleanup will include raking of leaves and debris and cleanup and removal of all debris. Sweeping and or blowing off walkways and driveways.
- Contractor will reimburse the County for the items damaged by any operations under this agreement if the County designee determines that such damage could have been avoided by you.

Insurance requirements:

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Maine. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Maine.

No work under this contract shall be started or performed until the successful bidder has obtained and provided the County of York with proof of insurance for the following types and minimum amounts of coverage.

1. Worker's Compensation and Employer's Liability coverage, as required by the State of Maine. Worker's Compensation coverage shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$500,000.00 per accident for bodily injury by accident; \$500,000.00 policy limit by disease; and \$500,000.00 per employee for bodily injury disease.
2. Contractor's General Liability coverage for bodily injury, personal injury, sickness or disease, and death in connection with the performance of this work for a limit of not less than \$1,000,000 for damages or injuries to more than one person and for a limit of not less than \$1,000,000 for damages or injuries to more than one person in any one occurrence.
3. Contractor's General Liability coverage for property damage for all damages or injuries or destruction of property to include, but not limited to, general liability, completed operations, explosions, collapse hazards, underground hazards, environmental pollution hazards for a limit of not less than \$1,000,000 for any one occurrence.
4. Automobile Liability coverage to include all owned, rented, leased or hired vehicles in a minimum amount of \$1,000,000 for each occurrence.

A Certificate of Liability Insurance listing each of the required types of coverage shown above must be issued to the County annually. The Certificate of Liability Insurance must name the County of York and its officers, officials and employees as additional insured for the duration of this contract and must also indicate that the contractor's insurance is primary. In the event that the contractor fails to maintain or renew insurance coverage during the period of the contract, the County may cancel the contract at that time without any prior notification. No insurance policy issued for this contract may be allowed to expire prior to the completion of this contract without first providing the County with at least 30 days advance notice of the expiration by certified mail. The contractor shall require any and all subcontractors performing work on this contract to provide and maintain insurance coverage of the minimum amounts specified during the period of the work.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from his performance and completion of this work.

Breach of Contract:

If you fail to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract.

Indemnification:

You agree to hold the County harmless from any claim for death, injury, property damage or other loss which may result from your performance of snow plowing/removal under this contract. If such a claim is made against the County, you will defend the County, and you will pay any amount (indemnify) for which the County may be held liable in a legal action for such claims.

Payment schedule:

Monthly payments TBD



2021 MAINTENANCE PROPOSAL
04/01/2022 THRU 11/1/2023

ATT. Richard DeRochemont

WORK TO BE PERFORMED AT: York County Court House

SPRING CLEANUP:	PRICE: \$1,840.00
Clean up all established lawn and landscape areas to remove winter debris. Inspect and prune shrubs and ornamental trees from winter injury. Edge all of the established beds and prepare them for mulch Remove & rake winter debris seed as needed	
MULCHING:	PRICE: \$1,640.00
Supply and install 9 yards of bark mulch throughout plant beds.	
WEEKLY LAWN CUTTING & TRIMMING:	PRICE: \$5,410.00
Weather permitting, mow season commences on May 1 st and terminates October 15 th and includes approximately 24- 26 visits. Mowing is done on a weekly basis. This service includes mowing turf, trimming around buildings and walkways, and blowing clippings off all walkways and driveways. Debris and litter on lawn areas will be removed prior to mowing.	
PRUNING OF SHRUBS	PRICE: \$1,560.00
All shrubs will be pruned during the growing season in accordance with the specific variety needs. All clippings removed and areas raked and cleaned.	
LAWN FERTILIZATION:	PRICE: \$2,090.00
Lawn areas will be assessed and proper fertilizer applied 3 times during growing season. This includes a late spring grub control application.	
BED MAINTENANCE:	PRICE: \$1,240.00
Plant and flower material maintained by pruning, shaping and deadheading as needed. Mulch to be detailed weeded and turned as needed to maintain a desirable appearance.	
FALL CLEANUP:	PRICE: \$1,380.00

C U L T I V A T I N G N A T U R A L B E A U T Y

Salmon Falls Nursery & Landscaping 511 Portland Street Berwick, Maine, 03901
ph 207.384.5540 fx 207.384.5680 www.salmonfallsnursery.com
Landscape Design • Installation • Irrigation • Maintenance



Leaves will be removed from all lawn, planting beds and paved areas. Lawn areas will be mowed. Trimming will be done around buildings, walkways, and trees. All perennial plants and grasses will be cut back.

TOTAL MAINTENANCE PROJECT PRICE: \$15,160.00

*****Client will be billed in 7 monthly installments of \$2,165.70 starting April 1, 2022*****

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature:

Date:

Thank You,
All of us at Salmon Falls Nursery and Landscaping

C U L T I V A T I N G N A T U R A L B E A U T Y
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2021 MAINTENANCE PROPOSAL
04/01/2022 THRU 11/1/2023

ATT. Richard DeRochemont

WORK TO BE PERFORMED AT: York County Jail

-
- SPRING CLEANUP:** **PRICE: \$1,665.00**
Clean up all established lawn and landscape areas to remove winter debris. Inspect and prune shrubs and ornamental trees from winter injury. Edge all of the established beds and prepare them for mulch. Remove & rake winter debris and seed.
- MULCHING:** **PRICE: \$795.00**
Supply and install 5 yards of bark mulch throughout plant beds.
- WEEKLY LAWN CUTTING & TRIMMING:** **PRICE: \$8,595.00**
Weather permitting, mow season commences on May 1st and terminates October 15th and includes approximately 24-26 visits. Mowing is done on a weekly basis. This service includes mowing turf, trimming around buildings and walkways, and blowing clippings off all walkways and driveways. Debris and litter on lawn areas will be removed prior to mowing.
- LAWN FERTILIZATION:** **PRICE: \$3,550.00**
Lawn areas will be assessed and proper fertilizer applied 3 times during growing season. This includes a late spring grub control application.
- BED MAINTENANCE:** **PRICE: \$470.00**
Plant and flower material maintained by pruning, shaping and deadheading as needed. Mulch to be detailed weeded and turned as needed to maintain a desirable appearance.
- FALL CLEANUP:** **PRICE: \$1,080.00**
Leaves will be removed from all lawn, planting beds and paved areas. Lawn areas will be mowed. Trimming will be done around buildings, walkways, and trees. All perennial plants and grasses will be cut back.

C U L T I V A T I N G N A T U R A L B E A U T Y
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Salmon Falls Nursery
&
Landscaping

TOTAL MAINTENANCE PROJECT PRICE: \$16,155.00

****Client will be billed in 7 monthly installments of \$\$2,307.85 starting April 1, 2022****

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature:

Date:

Thank You,

All of us at Salmon Falls Nursery and Landscaping

C U L T I V A T I N G N A T U R A L B E A U T Y

Salmon Falls Nursery & Landscaping 511 Portland Street Berwick, Maine, 03901

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2021 MAINTENANCE PROPOSAL
04/01/2022 THRU 11/1/2023

ATT. Richard DeRochemont

WORK TO BE PERFORMED AT: York County Gov. Building

SPRING CLEANUP:

PRICE: \$1,300.00

Clean up all established lawn and landscape areas to remove winter debris. Inspect and prune shrubs and ornamental trees from winter injury. Edge all of the established beds and prepare them for mulch. Remove & Rake winter debris and seed as needed

MULCHING:

PRICE: \$1,430.00

Supply and install 9 yards of bark mulch throughout plant beds.

WEEKLY LAWN CUTTING & TRIMMING:

PRICE: \$3,245.00

Weather permitting, mow season commences on May 1st and terminates October 15th and includes approximately 24- 26 visits. Mowing is done on a weekly basis. This service includes mowing turf, trimming around buildings and walkways, and blowing clippings off all walkways and driveways. Debris and litter on lawn areas will be removed prior to mowing.

PRUNING OF SHRUBS

PRICE: \$1,180.00

All shrubs will be pruned during the growing season in accordance with the specific variety needs. All clippings removed and areas raked and cleaned.

LAWN FERTILIZATION:

PRICE: \$2,085.00

Lawn areas will be assessed and proper fertilizer applied 3 times during growing season. This includes a late spring grub control application.

BED MAINTENANCE:

PRICE: \$625.00

Plant and flower material maintained by pruning, shaping and deadheading as needed. Mulch to be detailed weeded and turned as needed to maintain a desirable appearance.

FALL CLEANUP:

PRICE: \$618.00

Leaves will be removed from all lawn, planting beds and paved areas. Lawn areas will be mowed. Trimming will be done around buildings, walkways, and trees. All perennial plants and grasses will be cut back.

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ph 207.384.5540 fx 207.384.5680 www.salmonfallsnursery.com

Landscape Design • Installation • Irrigation • Maintenance



TOTAL MAINTENANCE PROJECT PRICE: \$10,483.00

*****Client will be billed in 7 monthly installments of \$1,497.5 starting April 1, 2022*****

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature:

Date:

Thank You,
All of us at Salmon Falls Nursery and Landscaping

C U L T I V A T I N G N A T U R A L B E A U T Y

Salmon Falls Nursery & Landscaping 511 Portland Street Berwick, Maine, 03901

ph 207.384.5540 fx 207.384.5680 www.salmonfallsnursery.com

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2021 MAINTENANCE PROPOSAL
04/01/2022 THRU 11/1/2023

ATT. Richard DeRochemont

WORK TO BE PERFORMED AT: Layman Way Recovery Center

SPRING CLEANUP:

PRICE: \$715.00

Clean up all established lawn and landscape areas to remove winter debris. Inspect and prune shrubs and ornamental trees from winter injury. Edge all of the established beds and prepare them for mulch. Remove & rake winter debris and seed

MULCHING:

PRICE: \$955.00

Supply and install 7 yards of bark mulch throughout plant beds.

WEEKLY LAWN CUTTING & TRIMMING:

PRICE: \$2,345.00

Weather permitting, mow season commences on May 1st and terminates October 15th and includes approximately 24- 26 visits. Mowing is done on a weekly basis. This service includes mowing turf, trimming around buildings and walkways, and blowing clippings off all walkways and driveways. Debris and litter on lawn areas will be removed prior to mowing.

PRUNING OF SHRUBS

PRICE: \$180.00

All shrubs will be pruned during the growing season in accordance with the specific variety needs. All clippings removed and areas raked and cleaned.

LAWN FERTILIZATION:

PRICE: \$1,450.00

Lawn areas will be assessed and proper fertilizer applied 3 times during growing season. This includes a late spring grub control application.

BED MAINTENANCE:

PRICE: \$1,770.00

Plant and flower material maintained by pruning, shaping and deadheading as needed. Mulch to be detailed weeded and turned as needed to maintain a desirable appearance.

FALL CLEANUP:

PRICE: \$480.00

Leaves will be removed from all lawn, planting beds and paved areas. Lawn areas will be mowed. Trimming will be done around buildings, walkways, and trees. All perennial plants and grasses will be cut back.

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&
Landscaping

TOTAL MAINTENANCE PROJECT PRICE: \$7,895.00

****Client will be billed in 7 monthly installments of \$1,127.85 starting April 1, 2022****

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature:

Date:

Thank You,
All of us at Salmon Falls Nursery and Landscaping

C U L T I V A T I N G N A T U R A L B E A U T Y
Salmon Falls Nursery & Landscaping 511 Portland Street Berwick, Maine, 03901
ph 207.384.5540 fx 207.384.5680 www.salmonfallsnursery.com
Landscape Design • Installation • Irrigation • Maintenance

To: York County Maine
45 Kennebunk Rd.
Alfred, Me. 04002
c/o Rick DeRochemont

From: JW Booth Landscape Contractor
638 Alfred Rd.
Arundel, Me. 04046

Re: Landscape Proposal: York County Government Bldg
149 Jordan Springs Rd.
Alfred, Me. 04002

April 1, 2022 to November 1, 2022
As specification states

Total per year: \$5,650

Payment: Monthly or Quarterly

Thank you for the opportunity in bidding on your work.
We hope to be of service to you.

Sincerely, Jim Booth



To: York County Maine
45 Kennebunk Rd.
Alfred, Me. 04002
c/o Rick DeRochemont

From: JW Booth Landscape Contractor
638 Alfred Rd.
Arundel, Me. 04046

Re: Landscape Proposal: Layman Way Recovery Center
2 Layman Way
Alfred, Me. 04002

April 1, 2022 to November 1, 2022

As specification states

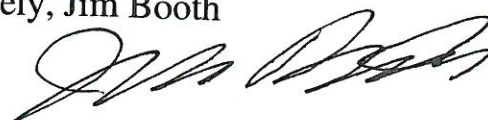
Total per year: \$2,500

Payment: Monthly or Quarterly

Thank you for the opportunity in bidding on your work.

We hope to be of service to you.

Sincerely, Jim Booth



To: York County Maine
45 Kennebunk Rd.
Alfred, Me. 04002
c/o Rick DeRochemont

From: JW Booth Landscape Contractor
638 Alfred Rd.
Arundel, Me. 04046

Re: Landscape Proposal: York County Courthouse
45 Kennebunk Rd.
Alfred, Me. 04002

Total: \$6,400

Thank you for the opportunity in bidding on your work.
We hope to be of service to you.

Sincerely, Jim Booth

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

To: York County Maine
45 Kennebunk Rd.
Alfred, Me. 04002
c/o Rick DeRochemont

From: JW Booth Landscape Contractor
638 Alfred Rd.
Arundel, Me. 04046

Re: Landscape Proposal: York County Jail
1 Layman Way
Alfred, Me. 04002

Total: \$3,950

\$17,500

Thank you for the opportunity in bidding on your work.

We hope to be of service to you.

Sincerely, Jim Booth





YORK COUNTY COURTHOUSE
45 KENNEBUNK ROAD
ALFRED, MAINE 04002

Sales: Justin Menter
45 Kennebunk Road-Enhancement
 45 Kennebunk Road Alfred, Maine 04002

Est ID: EST1521284

Date: Dec-15-2021

CONTRACT SERVICES	Billing Type	Season Price
Spring Cleanup	Per Season	\$773.02

York County Courthouse, 45 Kennebunk Road, Alfred, Maine, 04002, Sides of the rear upper parking including handi- cap ramp area and building foundation. Front of Courthouse from roadside to tree line and building. Court Street parking lot edges from Rt. 111 to Court Street and From Kennebunk Road to the property line of the neighboring house. (This includes all islands, rock walls and stairways)

Mulch Install	Per Season	\$546.59
Mowing	Per Season	\$4,034.50
Bed Maintenance	Per Season	\$1,445.90
Pruning	Per Season	\$386.51
Fall Cleanup	Per Season	\$1,031.26

CONTRACT SERVICES	Billing Type	Season Price
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SubTotal (All Contract Services)	\$8,217.77
Taxes	\$0.00
SubTotal (All Contract Services)	\$8,217.77

The total price of all seasonal services is \$8,217.77 collected in 8 payments of \$1,027.22 per payment (\$1,027.22 after tax).

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. the Contractor employees have been trained to work safely and are aware of local labor regulations.
2. the Contractor is insured for public liability and property damage in the amount of 1 million dollars. Policy Number 6150018.
3. the Contractor is covered under the Workplace Safety & Insurance Board. Our Workers Compensation policy number is 6150018.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
6. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
7. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
8. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
9. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.00.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the

contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination, the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by: _____

Justin Menter

Estimate approved by: _____

Signature Date: _____

12/28/2021

Signature Date: _____

Email:

justin@rdmasonrylandscaping.com



**YORK COUNTY JAIL
1 LAYMAN WAY
ALFRED, MAINE 04002**

Sales: Justin Menter
1 laymen Way-Maintenance
1 laymen Way Alfred, ME 04002

Est ID: EST1521206

Date: Dec-15-2021

CONTRACT SERVICES	Billing Type	Season Price
Spring Cleanup	Per Season	\$633.66
Mulch Install	Per Season	\$344.50
Mowing	Per Season	\$4,804.45
Bed Maintenance	Per Season	\$1,445.90
Pruning	Per Season	\$354.94
Fall Cleanup	Per Season	\$787.72
SubTotal (All Contract Services)		\$8,371.16
Taxes		\$0.00
SubTotal (All Contract Services)		\$8,371.16

The total price of all seasonal services is \$8,371.16 collected in 8 payments of \$1,046.40 per payment (\$1,046.40 after tax).

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. the Contractor employees have been trained to work safely and are aware of local labor regulations.
2. the Contractor is insured for public liability and property damage in the amount of 1 million dollars. Policy Number 6150018.
3. the Contractor is covered under the Workplace Safety & Insurance Board. Our Workers Compensation policy number is 6150018.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
6. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
7. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
8. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
9. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.00.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by: _____

Justin Menter

Estimate approved by: _____

Signature Date: _____

12/28/2021

Signature Date: _____

Email:

justin@rdmasonrylandscaping.com



YORK COUNTY GOVERNMENT BUILDING
149 JORDAN SPRINGS ROAD
ALFRED, MAINE 04002

Sales: Justin Menter

149 Jordan Springs Road-Maintenance

149 Jordan Springs Road Alfred, Maine 04002

Est ID: EST1521345

Date: Dec-15-2021

CONTRACT SERVICES	Billing Type	Season Price
Spring Cleanup	Per Season	\$773.02
. York County Government Building, 149 Jordan Springs Road, Alfred, Maine, 04002, Front, sides and back from tree line to tree line including roadside.		
Mulch Install	Per Season	\$448.10
Mowing	Per Season	\$1,694.69
Bed Maintenance	Per Season	\$1,606.69
Pruning	Per Season	\$386.51
Fall Cleanup	Per Season	\$677.72
Irrigation Start Up & Winterize	Per Season	\$907.90
Fert-Spring	Per Season	\$129.58
Fert-Summer	Per Season	\$129.58
Fert-Fall	Per Season	\$129.58

RD Masonry & Landscaping
 913 Lebanon Road PO Box 612
 North Berwick, Maine
 03906

P.(207) 251-7566

Rdmasonrylandscaping.com
 robert@rdmasonrylandscaping.com

CONTRACT SERVICES	Billing Type	Season Price
Grub Control	Per Season	\$259.16

SubTotal (All Contract Services) \$7,142.52

Taxes \$0.00

SubTotal (All Contract Services) \$7,142.52

The total price of all seasonal services is \$7,142.52 collected in 8 payments of \$892.82 per payment (\$892.82 after tax).

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. the Contractor employees have been trained to work safely and are aware of local labor regulations.
2. the Contractor is insured for public liability and property damage in the amount of 1 million dollars. Policy Number 6150018.
3. the Contractor is covered under the Workplace Safety & Insurance Board. Our Workers Compensation policy number is 6150018.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
6. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
7. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
8. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
9. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.00.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for

RD Masonry & Landscaping
913 Lebanon Road PO Box 612
North Berwick, Maine
03906

P.(207) 251-7566

Rdmasonrylandscaping.com
robert@rdmasonrylandscaping.com

such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

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For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by: _____

Justin Menter

Estimate approved by: _____

Signature Date: _____

12/28/2021

Signature Date: _____

Email:

justin@rdmasonrylandscaping.com



**LAYMAN RECOVERY CENTER
 2 LAYMAN WAY
 ALFRED, MAINE 04002**

Sales: Justin Menter
1 Laymen Way-Maintenance
 1 Laymen Way Alfred, ME 04002

Est ID: EST1521259

Date: Dec-15-2021

CONTRACT SERVICES	Billing Type	Season Price
Spring Cleanup	Per Season	\$386.51

Layman Way Recovery Center, 2 Layman Way, Alfred, Maine, 04002. All areas surrounding Recovery Center building from Maintenance garage parking lot including back of the building.

Mulch Install	Per Season	\$546.59
Mowing	Per Season	\$2,149.66
Bed Maintenance	Per Season	\$578.36
Pruning	Per Season	\$299.94
Fall Cleanup	Per Season	\$206.60

SubTotal (All Contract Services) \$4,167.67

Taxes \$0.00

SubTotal (All Contract Services) \$4,167.67

The total price of all seasonal services is \$4,167.67 collected in 8 payments of \$520.96 per payment (\$520.96 after tax).

RD Masonry & Landscaping
 913 Lebanon Road PO Box 612
 North Berwick, Maine
 03906

P.(207) 251-7566

Rdmasonrylandscaping.com
 robert@rdmasonrylandscaping.com

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. the Contractor employees have been trained to work safely and are aware of local labor regulations.
2. the Contractor is insured for public liability and property damage in the amount of 1 million dollars. Policy Number 6150018.
3. the Contractor is covered under the Workplace Safety & Insurance Board. Our Workers Compensation policy number is 6150018.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
6. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
7. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
8. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
9. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.00.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by: _____
Justin Menter

Estimate approved by: _____

Signature Date: _____
12/28/2021

Signature Date: _____

Email: justin@rdmasonrylandscaping.com



Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

One of the biggest costs with a K-9 program is the initial start-up. Things such as purchasing the K-9, outfitting the cruiser, training, a kennel at the handler's residence, bullet-proof vest for the K-9, dog food and veterinary expenses. All these items are paid for with the Stanton Foundation grant. The money is projected to last the agency for three years.

I will be the first one to tell you that I was skeptical about this grant and questioned if there was information they were not sharing with us. I reached out to the two agencies in Maine that have utilized this grant (Brunswick Police Department and the Kennebec County Sheriff's Office). They both spoke highly of the program. Chief Scott Stewart from the Brunswick Police Department even advised that they are in the process of acquiring a second K-9 via the Stanton Foundation Grant due to the success of their K9 program by leveraging this grant.

I have spoken to the facilitator of this grant, Richard J. McLaughlin, who has advised me that we would stand a very good chance receiving this grant once they receive all of our paperwork.

Type of K-9 and Benefits

In my experience with the K-9 program, I feel the agency gets the biggest "bang for the buck" in training a dual-purpose K-9. That would be for patrol and narcotics. Patrol work involves tracking, article searches, building searches, and officer protection. Narcotic detection involves training the K-9 to "sniff" out illegal drugs. Some agencies will just train their K-9's in patrol work or narcotic detection, but not both. I believe doing both adds more value to the K-9 team and the work they will be able to do. The Stanton Foundation Grant will allow for both.

Patrol Work

Tracking subjects is the meat and potatoes of a patrol K-9. Tracking could be locating a person suffering from a mental health crisis that has wandered into the woods or a felon that has fled from police. Recently we have witnessed a huge surge in mental health complaints, often the individuals walk into the woods to harm themselves. I have also seen many of these complaints involving juveniles. Recently we had to call the State Police K-9 team to track a juvenile that took off into the woods and wanted to harm themselves.



Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

The success rate of a K-9 track diminishes greatly as time goes by. Often when we call for a K-9 from another agency, they are either not available or have extended travel time to our location.

Narcotic Detection

As we unfortunately are aware here in Maine, we have an opioid epidemic that is out of control. I actually read today that the leading cause of deaths in America in people aged 18-45 is heroin/fentanyl. From 2020-2021 nearly 79,000 people died of a drug overdose. Now I'm not saying a drug detector K-9 is going to greatly diminish those numbers, however locating drugs coming from out of State for delivery in Maine, can save many lives that we might never be aware of. Having a drug detector K-9 available is just an added tool available to us to combat this epidemic.

Narcotic Detection-York County Jail

I have spoken to Major Thayer, who is extremely supportive of having periodic "sweeps" of the jail with a K-9 to locate narcotics. One of the biggest issues in the facility is narcotics making its way inside. Having a York County K-9 team available at any time would be a huge benefit for keeping narcotics out of the jail. It also is a great deterrent for that resident that is contemplating trafficking drugs into the jail. Just this weekend a resident was caught with a large amount of narcotics concealed in his buttocks trying to get into the jail.

Community Relations/Recruitment

It can't be overstated how positive a K-9 program can be for community policing. While working with the State Police I would often conduct K-9 demonstrations at places like the Acton or Ossipee Valley fairs. These K-9 demonstrations would attract hundreds of people who enjoyed seeing a police K-9 work. Often after these demonstrations, people would line-up with questions about the program or just to see the K-9 up-close. There is something about a police K-9 that people are fascinated with. Simply look at any Facebook Post involving a police K-9 and you will see what I mean. It will probably double or triple in "likes" compared to other posts.



Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

Another added benefit of a K-9 program is for recruitment. When you ask a new officer what they want to do in the future, you almost always get two answers, be a K-9 handler or a SWAT officer. Having a K-9 program will attract prospective recruits to the agency as they feel it will give them an opportunity to one day track a suspect or locate drugs concealed in a vehicle.

Picking the right Handler

One of the easiest ways to derail a K-9 program is by picking the wrong handler. Being assigned a K-9 is a massive responsibility on many levels. When you get home from your shift you can put your firearm in a safe and leave it until your next shift. You do not have that luxury with a Police K-9.

In order to choose a handler that I believe will be successful, we will conduct an oral board interview. Sitting on this board will be a representative from the State Police K-9 training staff, Major Mitchell and myself. We will also review past performance evaluations to see if we believe the added responsibility of a K-9 will be something the deputy can successfully manage. We will also look at how pro-active the deputy is, which will often indicate how successful the K-9 handler will be.

I will also require a "home-visit" of the deputy's residence to make sure it is a good fit. It will be important to verify that the deputy's living arrangements are conducive to having a police K-9 reside with them. Many things need to be taken into account, such as other pets, children living in the home, and neighbors.

Picking the right K-9

Just as bad as picking the wrong handler, is picking the wrong K-9. I have already spoken with the head State Police K-9 trainer, Sgt. Scott Dalton. He advised he would assist in searching and purchasing a K-9 that would be the best fit for the York County Sheriff's Office. I explained to him what I feel is a good fit for us.



Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

Training Involved

The initial patrol training is 14 weeks long and starts in March of 2022. The training takes place in Vassalboro at the State Police K-9 training facility. Once the K-9 team is certified, they will work for about one year on the road before returning to the academy for narcotic school. This training lasts 9 weeks.

K-9 teams are required to train twice a month. This training takes place at different locations in the state. A southern K-9 team will usually pick training spots in the southern part of the state so travel is limited.

Once a year, the State Police will conduct re-certifications in order to make sure the K-9 team is still properly trained in all facets of the program. If the K-9 team is unable to pass any of the re-certifications, they are removed from active service until they can pass.

Staffing Issues Involved in Initial Training

We all know our current staffing issues and one of my first dilemmas, is can we afford to send a deputy away for 14 weeks. Thankfully, I believe we can for a number of reasons. Deputy Titcomb will return from medical leave at the end of January. Deputy Spates military leave was cancelled, and he is no longer being deployed to active duty. Deputy Oliver will complete his field training in the next couple of weeks and be on his own. A blue pinner from Auburn PD will most likely be approved by the commissioners on January 12th and report for her field training shortly after. She would then be on pace to be on her own by March. We also have two other blue pin candidates in our process.

These additions would create flexibility with allowing a deputy to attend the 14-week patrol school in Vassalboro. And the grant will pay us \$1,100 per week to fill overtime while the deputy is away.



Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

York County Sheriff's Office K-9 Operations Standard Operating Procedures

Having strict and clear policies governing a law enforcement K-9 program is just as important as choosing the right handler and K-9. I have included policy #O-35, which will dictate how we manage and run our K-9 unit. The handler will be responsible for abiding by this policy in their day-to-day work as a K-9 handler.

As part of this policy, the K-9 handler will be required to separately document all training conducted and K-9 calls for service conducted in the field.

Cost of K-9 Program

As stated earlier, the start-up cost of a K-9 program is the biggest expense. This will be paid for by the Stanton Grant for approximately 3 years. Another added cost is reimbursement for the K-9 handler for care and maintenance of the K-9. The CBA states that the handler will receive 7 hours of straight pay per week. Other costs would be call-out pay for when the handler is called out for a call when they are off shift.

Once the K-9 program is up and running there really is minimal expenses. Biggest expenses would be food and veterinary bills. The Stanton Foundation estimates the yearly food expense at approx. \$650.00 per year and the yearly veterinary bill at approx. \$1,000 per year. I might go a little higher in the event of unanticipated expenses. I know some police departments in southern Maine pay very little for food as businesses donate the food to them.

On a side note, if the K-9 team develops a positive relationship with area federal agencies, such as the United States Drug Enforcement Agency, they will reach out to them to assist on certain calls such as search warrants. If they were to make seizures on these cases (currency or property), our agency would receive a portion of the forfeiture for taking part in the operation. This money could then go directly back into the K-9 program.



Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

Number of Calls for Service that would be available to us

A question that we need to ask ourselves is would the calls for service in our area support the program? The answer is a most definite yes. I know from speaking with Sgt. Adam Schmidt who is a K-9 handler in Troop A, that he often has well over 100 calls for service each year. This does not include the other K-9 handlers in the Troop. If the K-9 handler is proactive, they will often generate their own calls for service.

When we add in calls to assist jail operations, I believe the K-9 team will be very active. And as a sworn County Deputy, we could easily travel throughout the county assisting area departments.

I'm hoping I have shown how important the K-9 program would be to our agency and that it would be closely monitored and supervised by myself. I have 23 years experience working with Police K-9's and I would love to bring this specialty position to the York County Sheriff's Office.

Respectfully,

Jeremy

THE STANTON FOUNDATION

Model Budget for Establishment of K-9 Unit

<i>Item</i>	<i>Cost</i>
"Green Dog" and trained for the purpose of work/police work. The dog should come with a 1-year health guarantee, along with a guarantee of success in completing a K-9 training course.	\$ 9,000
Initial training, BPD K-9 handler course (or comparable facility)	\$ 1,400
In service training, K-9 handler	\$ 500
Cost of cruiser conversion for K-9 team use	\$ 6,000
Outdoor 6'x12' kennel and doghouse at handler's home	\$ 3,000
Miscellaneous training and handling equipment (collars, leashes, bite sleeves, exercise balls)	\$ 2,000
K-9 bulletproof vest	\$ 850
Dog food, 3 years@ \$650 per year	\$ 1,950
Vet care allowance, 3 years @\$1000 per year	\$ 3,000
3 year costs	\$ 27,700
reserve for contingencies: 10%	\$ 2,770
Project costs	\$ 30,470
reserve for future K-9 skills training	\$ 1,530
Grant total	\$ 32,000

**Please note the Initial Grant does not cover costs of any wages. Departments can be reimbursed for the K9 Unit's time spent in training with our Patrol School Grant (\$1,100 per week of school) and Secondary School Grant (\$4,500).*

YORK COUNTY SHERIFF'S OFFICE



Subject:	K-9 Operations	Policy #	O-35
Effective Date:		Review Cycle:	2 Years
Distribution:	All Sworn Personnel	# Of pages:	7
MLEAP:	N/A		
	<i>Rescinds All Previous Policies Related to This Current Policy</i>		
Issuing Authority:	Sheriff William L. King, Jr.		

I. PURPOSE:

The purpose of this Standard Operating Procedure is to designate responsibilities and implement procedures for the organization, operation, supervision, training, and utilization of the York County Sheriff's Office K-9 Unit.

II. POLICY:

It shall be the policy of the York County Sheriff's Office Police to use K-9s in a prescribed manner as a supplemental and supportive tool to achieve the agency's goals more effectively. Agency policy is to utilize the K-9 teams to search buildings, track persons, apprehend criminal suspects, locate evidence or contraband, crowd control, protect the handler, another Deputy, or civilian, and enhance the public perception of the law enforcement K-9 and law enforcement in general.

III. DISCUSSION:

The use of K-9s has proven to be an asset to law enforcement. The agency maintains K-9 teams to support the patrol operations of this agency. The K-9 teams are also available to assist other agencies, pending supervisor approval and adequate staffing.

IV. DEFINITIONS:

Controlled Substances: Scheduled Drugs, Explosives, and Accelerants used in K-9 training.

Drug K-9 Detection Team: A K-9 team that is certified under the following entities:

1. Maine Criminal Justice Academy (MCJA)
2. United States Police Canine Association (USPCA)
3. North American Police Work Dog Association (NAPWDA)
4. Or another nationally recognized police K-9 certifying entity.

Explosive K-9 Detection Team:

1. Maine Criminal Justice Academy (MCJA)
2. United States Police Canine Association (USPCA)
3. North American Police Work Dog Association (NAPWDA)
4. Or another nationally recognized police K-9 certifying entity.

Patrol K-9 Team: A K-9 team that is certified under the following entities

1. Maine Criminal Justice Academy (MCJA)
2. United States Police Canine Association (USPCA)
3. North American Police Work Dog Association (NAPWDA)
4. Or another nationally recognized police K-9 certifying entity.

Training Aids: Leashes, collars, throw toys, kennels, or other devices used to train K-9's. This also includes but is not limited to controlled substances and other odors required for K-9 training certification.

V. PROCEDURES:

A. K-9 Unit Utilization

1. During their regularly scheduled shifts, K-9 units shall perform their regularly assigned duties as a Deputy and, in addition, be available to conduct building searches for offenders in hiding; assist in the arrest or prevent the escape of serious or violent offenders; protect deputy's and others from death or severe injury; track suspects or locate lost or missing persons, hidden instrumentalities or evidence of a crime; and detect the presence of narcotics.
2. K-9 handlers are responsible for determining whether a situation justifies K-9 use and the appropriate tactical measures that should be taken. Whenever the Patrol Supervisor disagrees with the handler's tactical assessment, the Sheriff or designee of the K-9 unit shall be notified. If time does not permit such notification, the directions of the K-9 handler shall prevail.
3. York County Sheriff's Office K-9s shall not be handled or given commands by anyone other than the assigned handler. Should the assigned handler be injured or otherwise unable to command the K-9, another K-9 handler shall be contacted if on-duty personnel cannot gain control of the K-9.
4. York County Sheriff's Office K-9 handlers should be assisted by current or former certified MCJA handlers or trainers with training on demonstration apprehensions.
5. K-9 team assistance shall be requested through the Patrol Supervisor.
6. In all instances where a K-9 is deployed is utilized, whether detection or apprehension is made or not, an incident report shall be completed and submitted through the established reporting process as soon as practical after the incident.

B. Criminal Apprehension / K-9 Bites and Injuries

1. Use of specially trained York County Sheriff's Office K-9s for law enforcement responsibilities constitutes an actual or implied use of force. In this, as in other cases, Deputy's may only use that degree of force that reasonably appears necessary to apprehend or secure a suspect as governed by the York County Sheriff's Office standard operating procedure on the use of physical force. The following guidelines shall apply in all instances where a K-9 is deployed in a tactical situation.
 - a) Whenever a K-9 handler decides to send the K-9 to apprehend or subdue a suspect, the K-9 handler shall realize that they shall be held to the same standards as any Deputy who uses force.
 - b) When possible, it is recommended that the K-9 handler use a warning announcement before sending the K-9.
 - c) Each K-9 handler shall cause their K-9 to disengage immediately upon recognizing that the suspect has surrendered and readily complies with the Deputy's directions and the suspect is no longer a threat, or when sufficient law enforcement personnel are available, safely take the suspect into custody.
2. Whenever a K-9 bites an individual, whether, in the line of duty, the handler will notify the on-duty Supervisor as soon as possible and provide detail of the incident:

- a) Request a supervisor or OIC to respond to the location where the bite took place.
- b) Examine the affected area to determine the seriousness of the bite or injury.
- c) The injured person shall be taken to a medical facility, and if the person refuses medical attention, a written medical waiver should be obtained from the injured person. If they refuse to sign the medical release, the K-9 handler shall have a witness sign the medical waiver form.
- d) When the K-9 makes an apprehension or causes any other injury or property damage, the on-duty supervisor and on-call supervisor, And the Sheriff or designee shall be notified by the on-duty Supervisor announced as soon as reasonably practical.
- e) Photographs should be taken after the wound is cleaned by medical personnel or damaged. Written documentation from medical personnel or other witnesses should be obtained as soon as possible. Photographs should also be taken even if no injuries are readily visible.
- f) The handler of the K-9 causing the injury or damage shall forward all copies of the report which outline the K-9 bite incident through the chain of command to the Sheriff before the end of the shift.
- g) The K-9 handler shall obtain statements from witnesses, including witnesses who advise they did not see or hear anything.
- h) In the event the K-9 shall cause injury or damage while off duty.
 - 1) The incident should be notified as soon as practical to the Sheriff or designee or their designee.
 - 2) The Sheriff or designee or their designee shall respond to the scene.

D. **Building Searches for suspects in hiding**

The primary use of departmental K-9s is locating suspects in buildings or related structures where Deputy's search would create unnecessary risk.

1. In the event a K-9 team is requested for a building search, the following procedures shall be encouraged and conducted in the following manner:
 - a) The K-9 shall be deployed as trained.
 - b) When possible, the building perimeter shall be secured by law enforcement personnel.
 - c) When possible, the buildings' owner or manager should be contacted to determine whether there may be tenants or others in the building and to ascertain the layout of the building.
 - d) When possible, evacuate all tenants, workers, or others from the building.
 - e) The K-9 handler shall make a warning announcement before releasing the K-9. This warning should follow guidelines set out in training for the K-9 team.

A recommended warning phrase is.

"This is the York County Sheriff's Office Police Department K-9 Unit. We are here to search the building. Make yourself known and come out, or I will send the dog. The dog will bite."

Wait approximately 30 seconds, listen, and repeat the warning at least one more time. If the person does not come out, then release the dog.

Note #1: This warning should be repeated on each floor of the building or a large separate building area.

Note #2: A verbal warning may not be needed if stealth is necessary or critical for the safety of the Deputy.

- f) The K-9 handler will always protect themselves, and every effort shall be made to allow the K-9 to work alone and unleashed unless there is an imminent risk of injury to innocent persons within the building.
- g) No K-9 shall be off-lead in a public building except for a law enforcement function or supervised training.

E. Crowd Control:

K-9 teams may be used for crowd control upon the expressed approval of the Sheriff and their designee to protect life or property during a riot or other civil disturbance that cannot be controlled by other means. In these situations:

- 1. The K-9 shall always be short leashed unless no other means are available to protect an individual(s) from serious injury.
- 2. The K-9 handler shall not initiate the use of the K-9 to any apprehension, unless to guard against imminent loss of life or serious bodily injury.

F. Drug Detection K-9 Teams:

The use of K-9s in a drug detection capacity is authorized in the following situations and under the following conditions:

- 1. Certified Drug Detection K-9 Team before being deployed.
- 2. The K-9 handler shall maintain records of the training, certification, and proficiency of the K-9s used in the drug detection capacity.
- 3. Random exploratory sniffing of luggage, packages, or other inanimate objects may be conducted in public facilities such as airports, train stations, bus stations if approved by the Sheriff and/or their designee.
 - a) Exploratory sniffing in these facilities shall be confined solely to those areas open to the public and, whenever possible, with the advance knowledge and consent of the facility operators.
 - b) Deputy's may detain specific luggage or other items for purposes of requesting a K-9 sniff if reasonable suspicion exists.
 - c) When a Drug Detection K-9 alerts to luggage or related items, in this or other circumstances, a warrant or consent to search must be obtained before it is opened unless exigent circumstances exist to conduct an on-site search.
- 4. Drug Detection K-9's may be used to sniff motor vehicles during a lawful stop under the following circumstances:

- a) The operator may not be detained longer than necessary to conclude the business associated with the initial stop.
- b) The operator may be detained longer based on if reasonable suspicion exists to detain the operator.
- c) A certified Drug Detection K-9 sniffing outside a motor vehicle is a "free-air" sniff and not a search under the 4th Amendment of the United States Constitution.

G. **Scheduled Drugs Use by the K-9 Drug Detection Team:**

1. All Federal and State laws as they relate to the procurement, use, security, and disposal of scheduled drugs will be followed. The procurement of drugs to be used for training purposes shall be authorized by the Sheriff after the appropriate paperwork from the Federal Drug Enforcement Agency is completed and authorized.
2. All Policy Orders and Rules and Regulations, as they relate to the procurement, use, security, and disposal of scheduled drugs will be followed.
3. Scheduled drugs for K-9 training shall be obtained by a certified MCJA K-9 Handler and/or certified MCJA K-9 Trainer for use during training.
4. Security provisions for scheduled drugs will be the sole responsibility for the drugs and that it will be locked up and the amount will be kept track of by the K-9 training reports.

H. **K-9 Use and Care**

1. York County Sheriff's Office K-9s shall not be used for breeding, participation in shows, field trials, exhibitions or other demonstrations or for off-duty employment without the authorization of the Sheriff or designee.
2. K-9 handlers are personally responsible for the daily care and feeding of their animal, to include:
 - a) Maintenance and cleaning of the K-9's living and exercise area.
 - b) Provision of food, water and general diet maintenance as prescribed by a departmentally authorized veterinarian.
 - c) Grooming daily, or more often as dictated by weather, working conditions or other factors.
 - d) Daily exercise; and
 - e) General medical attention and maintenance of the animal's health care records.
3. When not deployed, York County Sheriff's Office KI-9s shall remain under the immediate physical control of their handlers.
4. When the handler is unable to perform these and related duties due to illness, injury or leave:
 - a) Another K-9 handler or current departmental members may care for the K-9 if approved by the K-9 handler and the Sheriff.

Or

- b) The K-9 may be temporarily housed in a departmentally approved kennel until a handler becomes available.
- 5. Teasing, agitating or roughhousing with a York County Sheriff's Office K-9 is strictly prohibited unless performed as part of a training exercise.
- 6. Handlers shall not permit anyone to pet or hug their K-9 without prior permission and immediate supervision. Should anyone express a desire to do so, they should be informed that York County Sheriff's Office K-9 are serious working dogs and that they can be dangerous if improperly approached.

I. K-9 Equipment:

- 1. ***Specialized K-9 Equipment-*** It is the responsibility of the York County Sheriff's Office Police to provide the items necessary to properly care and maintain the K-9. These items shall include, but not be limited to, food, water, and food/water bowls, leads, collars, protective equipment, grooming equipment, specialized training equipment and other equipment as may be needed by the handler. It is the responsibility of the handler to properly care for these items and ensure they are in a clean and usable condition.
- 2. ***Specialized Vehicle Equipment-*** K-9 vehicles will be specially designed for the K-9s and handlers. These vehicles will include a heat sensor alarm, a remote-control release mechanism which allows the K-9 to be released from the vehicle. The rear compartment of the vehicle shall be specially modified for K-9 transport.
- 3. Handlers assigned K-9 vehicle will conduct ensure they follow the departments ***Maintenance / Accountability of Property & Equipment*** with routine maintenance, report any damage or mechanical issues immediately to the on-duty supervisor. The Vehicle to be kept clean and to be inspected by the on-duty Supervisor weekly and documented.

No animals other than department owned K-9s will be permitted inside the K-9 vehicles. Transporting other animals in the vehicle will increase the potential for the K-9 to be in contact with various diseases.

J. Prisoner Transport/Ride-A-Long Requests in K-9 Vehicle:

- 1. If a prisoner is to be transported in a K-9 vehicle, the K-9 handler shall make sure the K-9 is properly secured to prevent contact with the prisoner.
- 2. At the discretion of the handlers, and with the prior approval of the Patrol Supervisor other individuals may be permitted to ride in the vehicle consistent with department policy dealing with civilian ride-along.

K. Administration of K-9 Team:

- 1. The K-9 Team will be under the command of the Sheriff or designee and the K-9 team will attend training as required to obtain and maintain certification. This training will include at the minimum 16 hours a month with the Law Enforcement dogs of Maine but preferably unless for reasons approved by the Sheriff or designee 32 hours will be expected of training with LEDOM. The K-9 handler is compensated at the direction of the Sheriff. This K-9 time may be in the form of pay or time off.
- 2. All training equipment, food, and veterinary expenses necessary to maintain the K-9 and its certification shall be approved in advance and is the responsibility of the York County Sheriff's Office.
- 3. The Sheriff, at their discretion, can retire the K-9.

4. The Sheriff, at their discretion, can transfer the ownership of the K-9 back to the Deputy or another person, upon retirement of the K-9. At which time all responsibilities for the care and maintenance shall be the responsibility of the Deputy or other person.

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[Canine Welfare \(https://thestantonfoundation.org/canine-welfare\)](https://thestantonfoundation.org/canine-welfare) >
[K9 Unit Establishment Grants \(https://thestantonfoundation.org/canine-welfare/k9-programs\)](https://thestantonfoundation.org/canine-welfare/k9-programs)

>

[First Dog Program \(https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog)

How to Apply

To receive a Stanton Foundation K9 grant, the town must complete a short application process. See steps below.

1. The town must submit two signed [Letters of Support \(/assets/canine/K9-Program/K9-Grants/Malone-NY-K9-App-1.pdf\)](/assets/canine/K9-Program/K9-Grants/Malone-NY-K9-App-1.pdf) — one from the chief of police and one from the chief administrative officer of the town. The Foundation's program officer will acknowledge receipt within three business days.
2. The police department must complete the short [Application Document \(/assets/canine/K9-Program/K9-Grants/First-Dog/K9-Grant-Application-Revised-October-2021.docx\)](/assets/canine/K9-Program/K9-Grants/First-Dog/K9-Grant-Application-Revised-October-2021.docx) that will be reviewed by the Foundation for approval. The Foundation will review within 10 business days of receipt.
3. Following approval of an application, the department will begin the interview process to select a K9 handler using departmental practices for assigning specialty positions.
4. The department will schedule a confirmation interview with the Foundation's consulting K9 trainer.
5. The town's chief administrative officer will complete the [Grant Agreement \(/assets/canine/K9-Program/K9-Grants/First-Dog/Updated-K9-Agreement.doc\)](/assets/canine/K9-Program/K9-Grants/First-Dog/Updated-K9-Agreement.doc) before the grant can be released. At this stage the department should work with the Town Treasurer's office to establish a separate fund for the exclusive use of the K9 program where the grant monies will be deposited. **The department's chief and handler should also read this document carefully, as it describes various policies and reporting requirements.**

6. After receiving the signed agreement, the Foundation will provide a check in the full amount of \$32,000 to the department within one week. Reimbursement grants will be provided after patrol training has been successfully completed.

Total elapsed time for the entire application process can be as little as three weeks. Be sure to confirm any town related deadlines with the Foundation. We review applications on a rolling basis.

> [CURRENT PARTICIPANTS \(HTTPS://THESTANTONFOUNDATION.ORG/CANINE-WELFARE/K9-PROGRAMS/FIRST-DOG/PARTICIPANTS\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog/participants).

> [HOW TO APPLY \(HTTPS://THESTANTONFOUNDATION.ORG/CANINE-WELFARE/K9-PROGRAMS/FIRST-DOG/APPLY\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog/apply).

> [RESOURCES \(HTTPS://THESTANTONFOUNDATION.ORG/CANINE-WELFARE/K9-PROGRAMS/FIRST-DOG/RESOURCES\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog/resources).

> [FAQ \(HTTPS://THESTANTONFOUNDATION.ORG/CANINE-WELFARE/K9-PROGRAMS/FIRST-DOG/FAQ\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog/faq).

> [CONTACT \(HTTPS://THESTANTONFOUNDATION.ORG/CANINE-WELFARE/K9-PROGRAMS/FIRST-DOG/CONTACT\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog/contact).

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[Canine Welfare \(https://thestantonfoundation.org/canine-welfare\)](https://thestantonfoundation.org/canine-welfare) >
[K9 Unit Establishment Grants \(https://thestantonfoundation.org/canine-welfare/k9-programs\)](https://thestantonfoundation.org/canine-welfare/k9-programs)

>

[First Dog Program \(https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog\)](https://thestantonfoundation.org/canine-welfare/k9-programs/first-dog)

Current Participants

The following is a list of participating cities/towns:

- Abington, MA
- Adams, MA
- Amherst, MA
- Athol, MA
- Becket, MA
- Boscawen, NH
- Brunswick, ME
- Burrillville, RI
- Charlton, MA
- Claremont, NH
- Colonie, NY
- Conway, NH
- Dalton, MA
- Dracut, MA
- Dudley, MA
- East Greenbush, NY
- Easthampton, MA
- Freetown, MA
- Fitchburg, MA

- Greenfield, MA
- Hadley, MA
- Hookset, NH
- Hopkinton, MA
- Hudson, MA
- Kennebec County, ME
- Lawrence, MA
- Littleton, MA
- Longmeadow, MA
- Lunenburg, MA
- Lynnfield, MA
- Malone, NY
- Manchester-By-The-Sea, MA
- Mansfield, MA
- Marlborough, MA
- Medfield, MA
- Mendon, MA
- Middleton, MA
- Milford, MA
- Millbury, MA
- Narragansett, RI
- Natick, MA
- Newburyport, MA
- North Providence, RI
- Palmer, MA
- Paxton, MA
- Peabody, MA
- Port Chester, NY
- Rehoboth, MA
- Richmond, RI
- Rockingham County, NH
- Rutland, MA
- Salisbury, MA
- Seabrook, NH

- Seekonk, MA
- Sharon, MA
- Sheffield, MA
- Somerset, MA
- South Kingstown, RI
- Spencer, MA
- Sturbridge, MA
- Tewksbury, MA
- Tyngsborough, MA
- Uxbridge, MA
- Ware, MA
- Warren, MA
- Watertown, MA
- Watervliet, NY
- West Bridgewater, MA
- Westfield, MA
- Weston, MA
- Westborough, MA
- Westwood, MA
- Winchendon, MA
- Winthrop, MA