

TOWN OF GRAY
GRAY TOWN COUNCIL
AGENDA • JANUARY 10, 2023

**Gray Town
Council Workshop**

Town Council Chambers
24 Main Street, Gray, ME 04039
<https://us06web.zoom.us/j/88146508394>
Phone 646-558-8656 / Meeting ID: 881 4650 8394

4:30 PM

CALL to ORDER

Roll Call

WORKSHOP

- Cumberland County Sheriff Services
- Yarmouth Rd/Route 115 Project update

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

Office of the Sheriff
 Cumberland County
 36 County Way
 Portland, ME 04102-2755
 (207) 774-1444



Kevin Joyce
 Sheriff

Naldo Gagnon
 Chief Deputy

1/27/2022

Town of GRAY
FROM 7/1/22 TO 6/30/23

PERSONNEL COSTS:

		Hourly rate		
<i>TBD Mid</i>	ONE FULL TIME DEPUTY	\$	29.50	\$61,360.00
<i>Mailloux</i>	ONE FULL TIME DEPUTY	\$	25.92	\$53,913.60
	2023 COLA 4.0%			\$2,305.47
	TOTAL SALARY			\$117,579.07

COMPENSATION TIME (@ 1.5)-Back Fill

# Of Days		Ave Hourly	\$	
20	VACATION	28.26	\$	\$8,479.26
10 HR/DAY	HOLIDAYS			\$11,023.04
4	PERSONAL			\$1,695.85
20	SICK			\$8,479.26
	TOTAL COMP COSTS			\$29,677.41

FRINGE BENEFIT COSTS:

	7.65%	SOCIAL SECURITY		\$11,265.12
	3.38%	WORKERS COMP		\$4,977.27
	11.40%	RETIREMENT		\$16,787.24
<i>NNE SING</i>		HEALTH INSURANCE		\$8,206.23
<i>NNE FAM</i>		HEALTH INSURANCE		\$27,169.03
		TOTAL FRINGE COSTS		\$68,404.90

OTHER FIXED COSTS

	3.0%	CONTRACT SUPERVISION		\$4,417.69
2 Vehicles	\$ 500.00	VEHICLE INSURANCE		\$1,000.00
2 Deputies	\$ 520.00	PROFESSIONAL LIABILITY FOR DEPUTY		\$1,040.00
		TOTAL OTHER FIXED COSTS		\$6,457.69

OPERATIONAL COSTS

	UNIFORMS	\$1,000.00
	AIR CARDS FOR COMPUTER	\$1,104.00
	TIRES FOR VEHICLE	\$960.00
	FUEL OIL, GASOLINE-using Town Fuel	\$0.00
	TRAINING/SAFETY EQUIPMENT	\$1,000.00
	MAINTENANCE VEHICLE	\$1,200.00
	TOTAL OPERATIONAL COSTS:	\$5,264.00

TOTAL CONTRACT COST FOR THIS PERIOD: \$227,383.07

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

GRAY- PATROL

July 1, 2022 to June 30, 2023

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF Gray

This Contract, effective the first day of **July 2022**, is made by and between the Town of Gray, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Gray, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the COUNTY.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.

C. Service shall mean comprehensive law enforcement services provided four days a week on a ten (10) hours per day basis.

D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall provide to the TOWN the equivalent of two (2) full time deputy sheriffs, who are certified law enforcement officer, by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled.

C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.

D. While contracted to provide law enforcement services, deputy sheriff will enforce Gray Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost to the TOWN, the following expertise and services:

1. Traffic Crash Investigations/Reconstruction;
2. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
3. Prisoner and Jail Services;
4. Records Retention;
5. Civil Service Officers;
6. Patrol and Detection Canine Support;
7. Emergency Services Unit (ESU);
8. Law Enforcement Training Section;
9. Task Force Personnel;
10. Crime Prevention;

11. Volunteers in Police Service Activities;
12. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
13. Dive Team;
14. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
15. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.

F. All deputies assigned to the TOWN shall remain within the town during regular assigned patrol shifts.

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

H. Vehicles, Supplies, Equipment and Office Furniture:

1. The TOWN shall provide marked patrol units. Each marked patrol unit shall prominently display on the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Gray. The parties agree that all vehicles purchased and owned by the TOWN and used by said deputies will be marked "Cumberland County Sheriff's Office - Gray Patrol". All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

2. The SHERIFF agrees to maintain TOWN vehicles per the manufacturer's recommended maintenance schedule.

3. The COUNTY shall provide the TOWN, no later than February 1st of the year, with a contract cost proposal for the 12-month period beginning July 1st of the year.

4. The sheriff deputies assigned to Gray shall be authorized to store their cruisers at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all cruisers shall be stored at a single county-owned facility.

5. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.

6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.

7. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

I. If the TOWN establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the TOWN.

2.2 Administrative Responsibilities.

A. The two (2) deputy sheriffs will perform all duties and responsibilities consistent with the Cumberland County Sheriff’s Office General Orders, and this Contract under the direction of the SHERIFF.

B. The Chief Deputy or his designee will notify the Town Manager in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN every six (6) months by the SHERIFF or designee.

D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report	Date
o Schedule for deputies assigned to Gray	As prepared
o Monthly categorical summary of calls for service	15th of the following month
o Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
o Annual summary of town-owned vehicle maintenance	January 15 th
o Annual inventory of town-owned equipment (for items exceeding \$250 value)	January 15 th
o Copies of all operational policies and procedures	Within 15 days of approval by the Sheriff
o Copies of approved collective bargaining agreements which pertain to deputies assigned to Gray	Within 15 days of final ratification by all parties

E. As requested by the Town or Town Manger, the Chief Deputy or his designee shall attend Town Council Meetings, community meetings, and meetings with the Town staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to Gray or permanent re-assignment of any deputy out of Gray. “Permanent” shall be considered any period of time exceeding sixty (60) calendar days.

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before

making provision for replacement of that deputy. Until the position is permanently filled the Sheriff will cover the position on a day to day basis with a deputy.

H. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the town.

ARTICLE 4 – TOWN OF GRAY RESPONSIBILITIES

4.1 Office Space.

A. Future space planning shall be coordinated with the COUNTY and the TOWN.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Gray Town Code of Ordinances of law enforcement interest as adopted, with revisions, as enacted.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Council. The total amount due for all services beginning **July 1, 2022 through June 30, 2023, shall be Two hundred twenty-seven thousand, three-hundred eighty-three dollars and seven cents (\$227,383.07)** spread over a 12-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **July 1, 2022**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

6.1 If, by judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the SHERIFF agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that the TOWN furnishes the SHERIFF, within a reasonable time in advance of employment, with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY in the event this Contract did not exist.

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Manager or his/her designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the SHERIFF shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the SHERIFF shall make the final determination on said issues in the SHERIFF'S exclusive discretion. The SHERIFF agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties arising out of, or relating to the parties' rights and obligations under this Contract, it is mandatory that such disputes be submitted to arbitration for resolution. A request for arbitration shall be conclusively evidenced by the delivery of a written demand for arbitration to the opposing party. This demand for arbitration shall be delivered within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when commencement of legal or equitable proceedings based on such claims, disputes, or other matters in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below. A certified mail receipt shall be evidence of delivery of the demand for arbitration.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Town Council of the TOWN, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two representatives selected by the respective parties. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and binding on both parties.

10.8 Disputes arising under the Indemnification Article 11 are excluded from this Arbitration provision.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, nor SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **July 1, 2022 Through June 30, 2023** and all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety day (90) written notice. In the event the Town Council establishes a police department, the SHERIFF and the TOWN agree there will be no lapse in law enforcement services. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 14 - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.3 The Chairperson of the Town Council, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications related to Law Enforcement and Detention issues will first be routed through the Cumberland County Sheriff's Office.

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 **Vehicle:** The contracting town agrees to replace all cruisers on a four-year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows; if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would deem the vehicle to be unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the aforementioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase all required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- AR-15 Rifle
- 12-gauge Shotgun
- Rifle and shotgun securing mounts

- First aid kit
- Pursuit Spike Mat
- Any equipment that may be outdated or damaged

Note: The dash camera is not optional and should have not been on the list. This is a cost prohibited item that none of our patrol vehicles have. We have researched this ability and it's too expensive to maintain memory of these videos in the cloud for the mandated amount of time required.

IN WITNESS WHEREOF, the TOWN OF GRAY, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Council and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board or Council and the seal of said Board or Council to be affixed thereto and attested by the Clerk of said Board or Council, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF GRAY

BY: _____

DATE: _____

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____



COMSTAR



(Computer Oriented Mapping, Utilizing Statistical Tracking, Accountability and Response)

Cumberland County Sheriff's Office

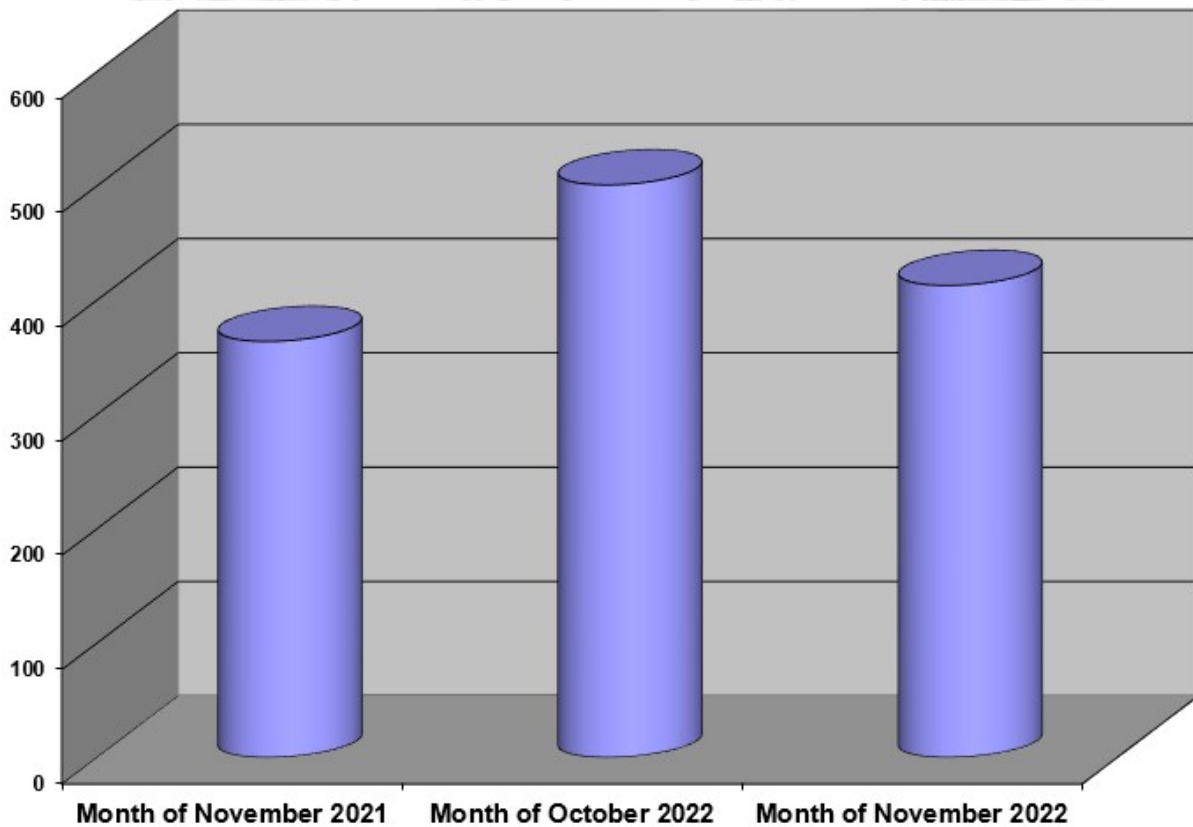
Town of Gray

Month of November 2022

Prepared by Crime Analyst Wendy Clark-Tarbox

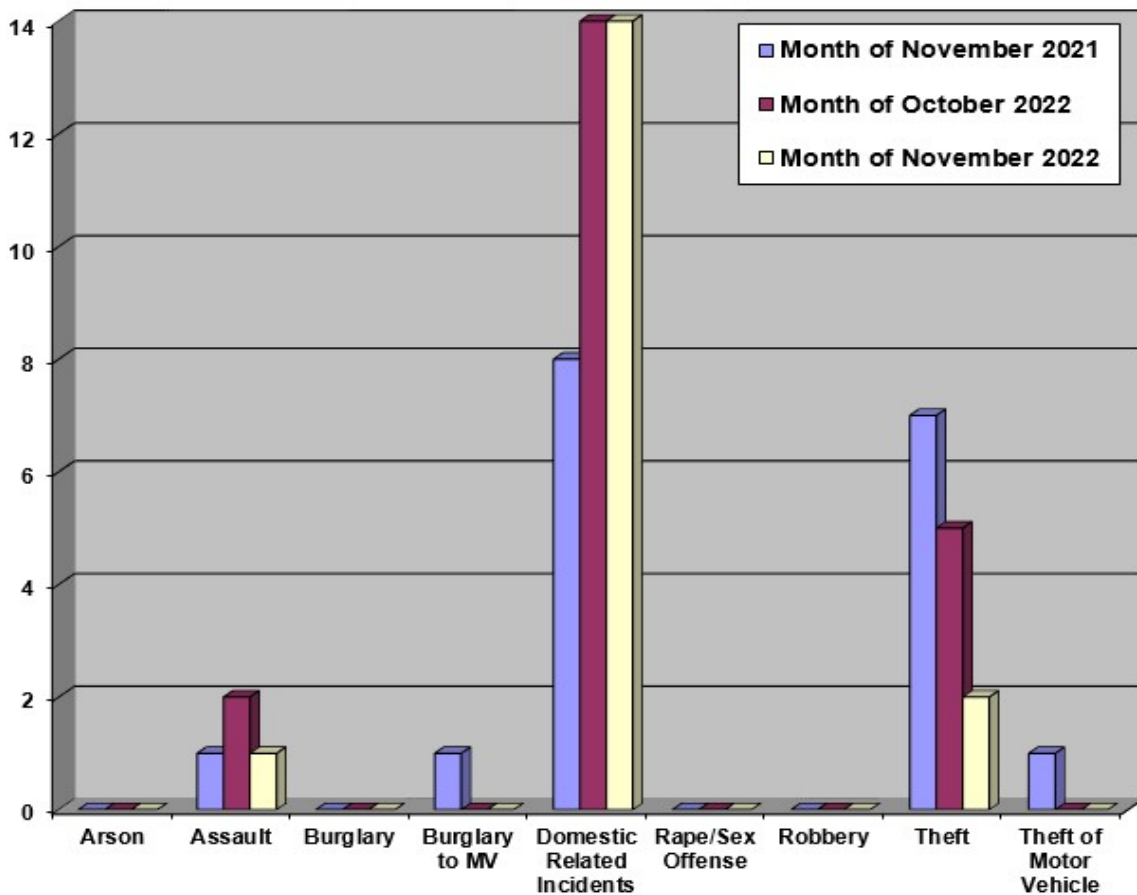
Calls for Service

<u>November 2021</u>	<u>October 2022</u>	<u>November 2022</u>	<u>2022 Difference</u>	<u>2022 % Change</u>
364	501	413	-88	-17.6%



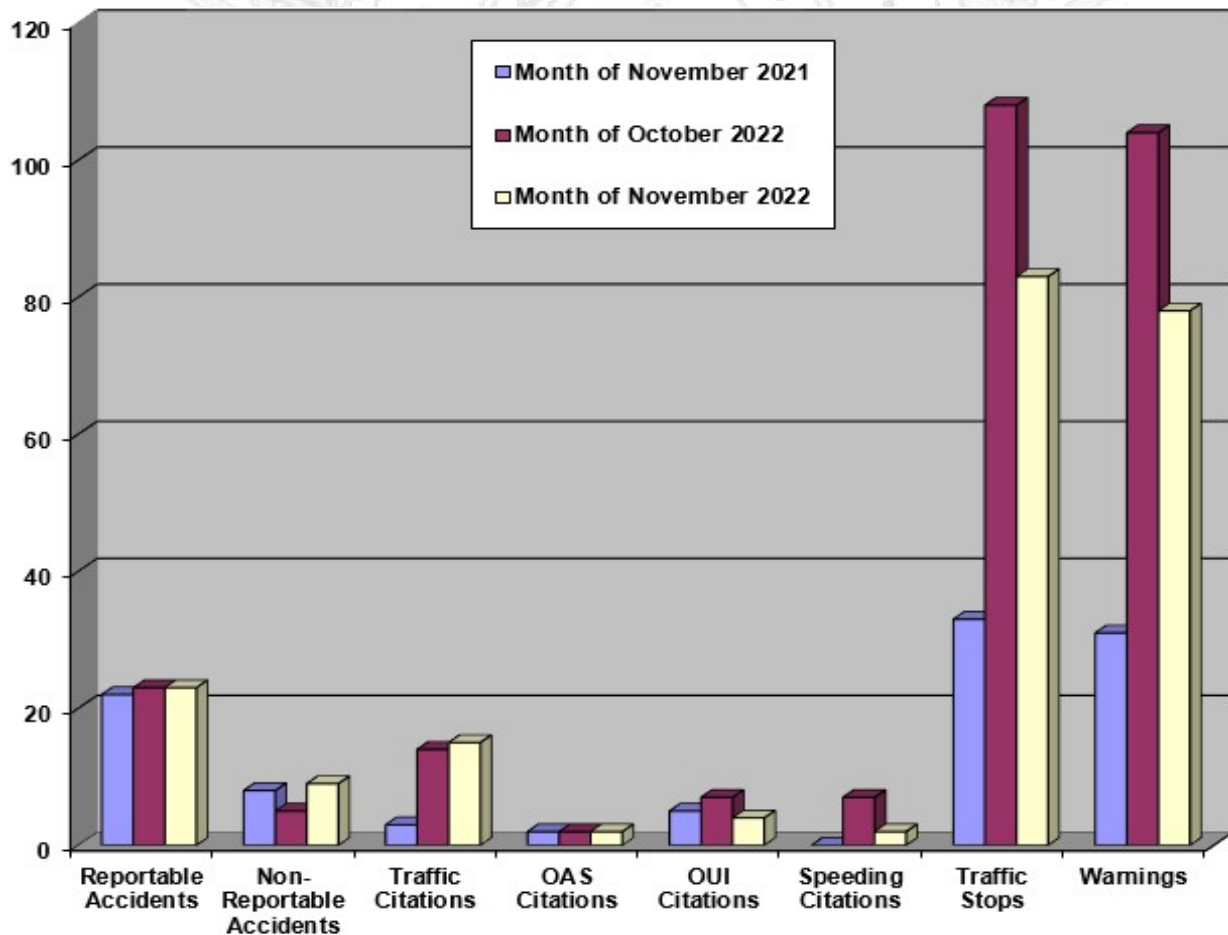
Crime Totals -

	<u>November 2021</u>	<u>October 2022</u>	<u>November 2022</u>	<u>2022 Difference</u>	<u>2022 % Change</u>
Arson	0	0	0	n/c	n/c
Assault	1	2	1	-1	-50%
Burglary	0	0	0	n/c	n/c
Burglary to MV	1	0	0	n/c	n/c
Domestic Related Incidents (from Calls for Service)	8	16	14	-2	-12.5%
Rape/Sex Offense	0	0	0	n/c	n/c
Robbery	0	0	0	n/c	n/c
Theft	7	5	2	-3	-60%
Theft of Motor Vehicle	1	0	0	n/c	n/c



Traffic Totals -

	<u>November 2021</u>	<u>October 2022</u>	<u>November 2022</u>	<u>2022 Difference</u>	<u>2022 % Change</u>
Reportable Accidents	22	23	23	n/c	n/c
Non-Reportable Accidents	8	5	9	+4	+80%
Traffic Related Citations Totals	3	14	15	+1	+7.1%
OAS Citations	2	2	2	n/c	n/c
OUI	5	7	4	-3	-42.9%
Speeding Citations	0	7	2	-5	-71.4%
Traffic Stops	33	108	83	-25	-23.1%
Written Warnings	31	104	78	-26	-25%



Quality of Life Incidents -

	<u>November 2021</u>	<u>October 2022</u>	<u>November 2022</u>	<u>2022 Difference</u>	<u>2022 % Change</u>
Agency Assists	8	20	20	n/c	n/c
Alarms	15	8	11	+3	+37.5%
Animal Problem	4	10	2	-8	-80%
Attempt to Locate (i.e. vehicles operating erratically)	23	25	28	+3	+12%
Citizen Assists/ Disputes	20	30	25	-5	-16.7%
Concealed Firearms Investigations	4	2	3	+1	+50%
Court Services (Protection Orders and Summonses)	2	2	2	n/c	n/c
Criminal Mischief	2	4	3	-1	-25%
Criminal Trespass	2	3	2	-1	-33.3%
Disabled Vehicles/ Assist Motorist	10	8	7	-1	-12.5%
Disturbances/Fights/ Loud Party	4	7	3	-4	-57.1%
Fraud	8	0	1	+1	undefined
Missing Persons	0	0	0	n/c	n/c
Pedestrian Checks	3	3	3	n/c	n/c
Property Checks	24	74	79	+5	+6.8%
Sex Offender Registry Investigations	5	5	2	-3	-60%
Suspicious Persons/ Circumstances	10	18	11	-7	-38.9%
Welfare Checks/ Suicide-Attempted Suicide/ Mental Health Event	26	23	15	-8	-34.8%

December 19, 2022

TO: Gray Town Council
Nate Rudy, Town Manager

FROM: Doug Webster

RE: Yarmouth Road Project/Improvements
Status & Update for 12-20-22 meeting

Introduction

This memo has been divided into the following six sections:

- General Updates
- Road Segments
- Base scope & add-ons
- \$ Matters
- ROW Process & information
- TC input requested

Additionally, please find a one-page attachment from Gorrill-Palmer regarding a preliminary estimate for underground utilities.

General Updates:

- Staff has had 1:1 meetings with most of the property owners to solicit input and concerns
- Staff has been staying in contact with possible appraisal consultants
- Based on input from the 11-14 workshop and the 1:1 meetings with owners, it became increasingly clear that there are substantive drainage concerns on both the northerly and southerly side of the project area
- Based on input from the 11-14 workshop and the 1:1 meetings, there appears to be a consensus that the sidewalk between Main and Brown/Hancock should be moved to the southerly side of Yar Rd
- There is consistent support for retaining (necessitates rebuilding) sidewalk on northerly side of Brown St extending easterly to/near where it currently ends (#19 Yar Rd opposite BeeHive)
- The project has been divided into two broad categories: base scope, which includes adjustments from the 11-14 workshop detailed herein, and possible additional elements which is also detailed below herein
- Ledge has been reported from prior excavation work 4' below road grade near the old narrow gauge railroad crossing, just east of #30
- One common denominator from the 1:1 meetings is questions asking who will be responsible for winter maintenance of the sidewalk for the proposed Yar Rd improvements; I have assumed that the town PW dept will do this & conveyed this

- Another 1:1 take-home is can one or more unwilling property owners hold up the project; my response has been that at a certain point, MeDOT will step in and ensure that the necessary rights are acquired
- I am having challenges contacting 15+/- property owners after a few mailings; likely need to resort to leaving info on their front door or going door to door during normal at-home hours
- 1:1 meetings also indicated that there is low water pressure especially for properties near the top of Weeks' Hill

Road Segments:

The proposed improvements for Yar Rd have been divided into the following road segments to enable informed discussions and decisions:

- Main to Brown/Hancock (relocated intersection)
- Brown/Hancock to BeeHive (near #30)
- BeeHive (near #30) to Appletree (near #40)
- Appletree (near #40) to Hillcrest
- Hillcrest to #70/project end

Base Scope & Add-ons:

North side drainage addition to base scope:

- As indicated above in the general comments, the base scope has been adjusted to include drainage on the north side of Yar Rd. The *revised base scope* includes curbing and closed drainage but no sidewalk proposed (see possible add-on's). This change is proposed based on the extensive input received regarding drainage concerns dovetailed with several field observations noting additional drainage needs.
- The TC should be aware that there are potentially extensive implications to further improvements on the north side of the project area. Due primarily to existing conditions including the steepness of the grade, additional ROW and/or most complex/ expensive construction would be necessary if i.e. a sidewalk or other ROW components were added to the project improvements.

Sidewalk moved to S. side between Main and Brown/Hancock for base scope:

- Based on input at the 11-14 workshop, 1:1 meetings, and further review of existing conditions on both sides of this section of the project area, the revised base scope includes a sidewalk on the *south* side of Yar Rd between Main and Brown/Hancock. We are exploring what options may be viable for an esplanade and there is an add-on for a sidewalk on the north side as detailed herein.

Base scope:

- Sidewalk on south side: no/minimal esplanade Main to Brown/Hancock, 5' esplanade Brown/Hancock to Hillcrest
- Drainage: south side & north side, closed drainage/curbing throughout

-Re-aligned Brown St opposite Hancock & other project scope elements as presented at 11-14 workshop

Add-ons:

Main to Brown/Hancock:

- north side sidewalk with no esplanade
- south sidewalk with X foot esplanade

Brown/Hancock to BeeHive (near #30):

- north side sidewalk with no esplanade
- north side sidewalk with X foot esplanade

BeeHive (near #30) to Appletree (near #40):

- north side sidewalk with no esplanade
- north side sidewalk with X foot esplanade

Appletree (near #40) to Hillcrest:

- north side sidewalk with no esplanade
- north side sidewalk with X foot esplanade

Hillcrest to end (#70):

- south side sidewalk with no esplanade
- south side sidewalk with X foot esplanade

\$ Matters:

GWD:

- G-P has been working with GWD representatives to ensure there is a clear understanding of the anticipated scope
- It appears likely that the newer 12" line may need to be moved to accommodate drainage on the north side
- G-P is working on a finer-tuned estimated construction cost for TC consideration late this coming January
- Very preliminary cost estimates are in the \$1M to \$1.5M solely for the GWD component for a host of reasons

\$ In: TIF Funds & MeDOT:

- Based on information provided by Katy Jewel shortly before her departure, the south Gray TIF had \$1.1M as of the end of FY 22
- Per the FY 23 budget, expenditures from this within the current FY were \$495K for the GWD and \$500K for town use i.e. engineering leaving \$332K in the TIF
- Total (not counting FY23 deducts) S. Gray TIF @ \$1.1M, Northbrook TIF @ \$541K, and MeDOT MPI funds @ \$625K= \$2.26M

Underground Power: As indicated on the attached spreadsheet from G-P, the very preliminary cost estimates are as follows:

Main St. Yar/West Gray to Brown/Shaker (400’):	\$1.38M
Main St. Yar/West Gray to just N. of Cumb Farms (870’):	\$2.97M
Main St. Yar/West Gray to Pennell (1,300’):	\$4.59M

- Some of the footnotes contain potentially significant cost implications
- Although the estimate was provided in connection with the Main Street project, if the town intends to pursue this element, it would be more efficient to include such infrastructure for the Yar Rd project with particular emphasis on the Main Street intersection
- It is noteworthy that adding underground utilities to the scope of Main Street/Yar Rd improvements also increases both the designing and construction costs of other utilities; particularly those that need gravity such as stormwater and sewer
- Fine-tuning these \$ numbers further will certainly entail extensive staff and/or consultant time due to the extensive coordination and engineering implications. Policy guidance is requested before additional efforts are directed towards this aspect of the project.

ROW Process & information:

General ROW information & updates:

- It is becoming increasingly apparent why the standard practice is to allow a full year for a construction project involving ROW acquisition work
- MeDOT has in-house capacity to address this aspect
- Based on resident input from the N. Raymond Rd intersection project, not all property owners had much positive to say about the MeDOT ROW process
- I have been in touch with Guy Ladd who is the chief land surveyor with MeDOT (Augusta) and works on ROW acquisition matters along with others at the State
- Given the \$ and Gray’s commitment to the project, I have asked Mr. Ladd specifically if MeDOT would be willing/able to help with any/all aspects of the ROW for the project; I am awaiting a response from my e-mail last week
- MeDOT ROW manual recommends allocating \$5K per property as a budget number to address all necessary property-related steps; 54 properties x \$5K=\$270K

General ROW process- 7 steps

1. Prelim ROW maps
2. Title work- i.e. existing ownership, easements and mortgagors
3. Finalize ROW/easement maps- based on title work inc. i.e. stormwater & const. easements
4. Appraisals-based on final ROW maps
5. Negotiations- with property owners
6. Deed/easement drafting
7. Deed signing/recording- properties with mortgagor likely need sign-off from both mortgagor & property owner

ROW Process-Background information/status/notes

Prelim/final ROW maps:

- Prelim maps complete; presented at 11-14 workshop
- Surveyor currently on board (part of G-P contract) likely not able to complete final ROW maps until April 2023
- G-P may be able to complete sooner but this component not in current contract
- Will need title work irrespective of mapping to finalize ROW maps
- Subsequent steps in ROW process need this & title work to keep moving

Title work:

- Many consultants/attorneys perform this service
- Legal counsel advises to get partial releases from mortgagor to avoid clouded title; foreclosure would extinguish easement rights granted driving necessity to undertake this step
- Modification to mortgage for partial release will likely involve consent of property owner, application fees & costs
- If unable to obtain mortgage modification for a reasonable cost, town/State may need to consider eminent domain as a last resort to enable project to keep forward progress

Appraisals:

- Staff has kept 3x appraisal consultants apprised of project status & desired timeline
- Commercial appraisal certification will be necessary for the 5x non-residential properties
- MeDOT typically has a second appraiser to review first appraiser's work
- There appear to be the 3x options for payout options; (a) per SF basis, (b) standard payout, and (c) appraisal (if done) on a property-specific basis

Negotiations:

- Typically a separate entity performs this even when MeDOT undertakes ROW acquisition
- Town's legal counsel has indicated that they do not perform this for projects such as this
- Mortgaged property implications as detailed above in "titlework"

Deed/easement drafting:

- Can be performed by many parties provided that final ROW maps & title work is completed

Deed signing/recording:

- As with deed/easement drafting, can be performed by several parties

TC input requested:

Base scope & add-ons:

- Does the TC have any input/comments/adjustments to the revised base project scope
- Recognizing that it will take G-P some efforts to come up with estimated cost numbers, are there any add-ons listed herein that the TC does not wish to see estimates for
- Are there any additional project elements/components not currently listed in the base scope and/or add-ons that the TC would like to be included in the cost figures for consideration late January

ROW/related:

- Should town staff continue to pursue MeDOT involvement with some/all aspects of ROW
- Should town seek cost & time estimate for G-P to finalize ROW maps to keep process moving
- Does the TC wish to have two appraisers similar to the MeDOT process
- What party/ies should be involved with negotiations and coordinate logistics/mechanics associated with the title/deed work
- Does the TC have any input on the 3x payment options related to the appraisal process per above
- Does the TC have any input on what party/ies should perform the deed/easement drafting and/or signing/recording

Underground Utilities:

- Does the TC have any policy guidance regarding further energies directed towards including this component in the Main St/Yar Rd project recognizing that there are likely extensive time efforts necessary

General:

- Does the TC anticipated that having \$ estimates for the revised base scope and add-ons by the end of January will be sufficient time to enable informed decisions regarding funding options for the improvements

Project Title: Gray - Main Street & Village Improvements
 Job Number: 2344.164
 Project Location: Gray, ME

Comments: Undergrounding the Overhead Utilities
 Date: 12/15/2022
 References:
 Calculated By: JWA
 Checked By: WCH

- Notes:
- In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the actual costs of the Work will not vary from the Consultant's opinion of probable construction cost.
 - Opinion of cost does not include Legal or Engineering Costs.
 - Opinion of cost does not include the remediation or removal of any special or hazardous materials such as Asbestos, PCB's, etc.
 - Opinion of cost does not include costs associated with right of way.
 - Opinion of cost does not include costs associated with wetlands
 - Opinion of cost is based on Highway Preliminary Design Report prepared for the Town of Windham "Preliminary Design Report for the 21st Century Master Plan, Preliminary Design Project in Windham (May 2016)" and adjusted to 2022 dollars.
 - Opinion of cost does not include utility relocations.
 - Opinion of cost does not include a full pavement overlay.
 - Service entrance update assumes all services are updated at 1.5 times the 2016 estimated cost for Windham.

Item	Item Description	Undergrounding of Overhead Utilities			Upgrade of Service Entrances			TOTAL	
		Unit	Unit Price	Quantity	Amount	Quantity	Unit Price		Amount
1	Gray Corner (Yarmouth Rd to Brown St)	LF	\$ 3,000.00	400	\$ 1,200,000.00	6	\$30,000.00	\$180,000.00	\$1,380,000.00
2	Gray Corner to Cumberland Farms (Yarmouth Rd to Cumb. Farms)	LF	\$ 3,000.00	870	\$ 2,610,000.00	12	\$30,000.00	\$360,000.00	\$2,970,000.00
3	Gray Corner to Town Office (Yarmouth Rd to Town Office)	LF	\$ 3,000.00	1300	\$ 3,900,000.00	23	\$30,000.00	\$690,000.00	\$4,590,000.00



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
REGION 1
P.O. BOX 358
SCARBOROUGH, MAINE 04070-0358

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

December 9, 2022

Nathaniel Rudy, Town Manager
Town of Gray
Henry Pennell Municipal Complex
24 Main Street
Gray, Maine 04039

Subject: Drainage Improvements
Project: 25385.00
Gray, Route 202

Dear Mr. Rudy:

The Maine Department of Transportation is currently working on estimating a Drainage Improvements Project on Route 202 in the Town of Gray for advertisement of the subject project for competitive bids in April of 2023. Construction will occur during the summer months; exact start and completion dates will be forwarded once a schedule from the Contractor has been reviewed and approved.

The project is further described as follows:

Closed drainage replacement: Route 202 beginning 0.02 miles north of Center Road and extending 0.14 miles north to 0.05 miles north of Brown Street. Also, Route 115 beginning at Route 202 and extending east 0.04 miles.

After the new pavement is placed, no permit to open this segment of highway will be granted for a period of 3 years except as provided in Title 23, M.R.S.A. §3352. The purpose of this letter is to make the necessary notifications of the project to abutters, municipal officials, and occupants of the highway under the provisions of 23 M.R.S.A. § 3351.

If the municipality has existing loop detection at signalized intersection(s) impacted by the project and wishes to upgrade to video detection, there may be opportunities for the Department to assist with a portion of those costs.

We hereby request that you provide a copy of this notice to all municipal officials, employees, and boards with responsibilities for utility and/or land-use planning/permitting, and that you post this letter on any municipal public bulletin boards, media outlets and/or municipal websites as a public meeting will not be held regarding this project unless specifically requested by the municipality.

Should you have any questions, concerns, or other areas of interest, we would appreciate your comments and input. LaRay Hamilton is the Project Manager for this project, and can be reached at 885-7029.

Sincerely,

LaRay L. Hamilton
Senior Project Manager, Region 1
Regional Program, MaineDOT

ev. 10/15/15