

*Maine*  
**Cumberland County**

**CUMBERLAND COUNTY COMMISSIONERS  
MEETING AGENDA**

**Peter J. Feeney Conference Room  
Cumberland County Courthouse  
142 Federal Street, Portland, Maine**

**Monday, January 13, 2020**

**5:30 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE MINUTES**

Regular Meeting Minutes of December 9, 2019.

**INFORMATIONAL REPORT/PRESENTATIONS**

Welcome to the new Chairman.

**COMMENTS FROM THE PUBLIC**

The Board Chair will limit comments to 3 minutes per speaker.

**CONSENT AGENDA APPROVALS**

- 20-001**      Renewal of the Mutual Cooperation Agreement with Cumberland County HOME Consortium.
- 20-002**      Award three-year contract to Consolidated Communications for phone system upgrade at Courthouse to VOIP

- 20-003 Establishment of a Vehicle Reserve Account
- 20-004 Award the bid for 10G Wave Service & Internet Agreement to Consolidated Communications.
- 20-005 Appointment of Diane Smith Howard to the Midcoast Maine Community Action Board of Directors representing County Commissioner District 3.
- 20-006 Re-Appointment of Board of Assessment Review Committee Members

### **ACTION ITEMS**

- 20-007 Approval of Acquisition of Surplus Property Policy
- 20-008 Approval of the establishment of a Regional Aid Reserve Policy
- 20-009 Approve amended garage and surface parking rates for county courthouse facilities
- 20-010 Acceptance of the 2020 Commissioner Committee Assignments
- 20-011 Approval of Collective Bargaining Agreement with the Teamsters Local #340 Law Enforcement Unit

The County Commissioners will enter into Executive Session in accordance with 1 M.R.S.A §405 (6)(D) to go over wages and other terms of the Teamsters Local #340 Law Enforcement TA on a new three-year contract. Then come out of executive session and formally vote on contract.

### **OLD BUSINESS**

There is no Old Business this month.

### **NEW BUSINESS**

There is no New Business this month.

### **COMMENTS FROM THE COUNTY MANAGER**

### **COMMENTS FROM THE EXECUTIVE STAFF**

### **COMMENTS FROM THE COUNTY COMMISSIONERS**

## **EXECUTIVE SESSION**

The County Commissioners will enter into Executive Session in accordance with 1 M.R.S.A §405 (6) (D) to discuss NCEU negotiations and revised bargaining guidance. There will be no motion associated with this Executive Session.

## **ADJOURN**

**Next Commissioners' meeting: Monday, February 10, 2020, in the Peter J. Feeney Conference Room, Cumberland County Courthouse, 142 Federal Street, Portland, ME at 5:30 PM.**

*Maine*  
**Cumberland County**

**CUMBERLAND COUNTY COMMISSIONERS' MEETING**

**MINUTES**

**December 9, 2019**

**CALL TO ORDER – 5:30 pm**

**Commissioners in Attendance:**

James Cloutier, Chair  
Thomas Coward  
Stephen Gorden  
Susan Witonis

**Staff in Attendance:**

James Gailey, Cumberland County Manager  
Alex Kimball, Deputy Manager – Finance & Administration  
Travis Kennedy, Director of Public Affairs  
Barbara Owens, Executive Assistant/Deputy Clerk  
Kristin Styles, Director, CDBG Program

The meeting was held at 5:35 PM at the Cumberland County Courthouse, First Floor, Peter Feeney Conference Room, 142 Federal Street, Portland, ME 04101. Commission Chair James Cloutier noted that Commissioner Neil D. Jamieson, Jr. was excused from this evening's meeting.

**PLEDGE OF ALLEGIANCE APPROVAL OF THE MINUTES**

County Commission Chair James Cloutier asked for a motion to approve the Regular Meeting Minutes for Tuesday, November 12, 2019. Commissioner Susan Witonis so moved, Commissioner Thomas Coward seconded the motion. All Commissioners voted unanimously in favor, 4-0.

**INFORMATIONAL REPORTS/PRESENTATIONS**

County Manager James Gailey along with Cumberland County Commissioner Chair James Cloutier, presented Spirit of America Awards for District 1 to: *Joanne Ward* of Baldwin; the family of *Wayne "Pooch" Drown* of Gorham; *Corinne AuCoin* of Sebago and *Terrence "Terry" Christy* of Standish.

An update on LD 973 pertaining to County Jail Funding was presented by Travis Kennedy, Cumberland County's Director of Public Affairs.

**COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**CONSENT AGENDA APPROVALS**

**19-092**      Approval of Sheriff's Office Commissions for November/December 2019

**19-093** Contribution of up to \$500.00 towards the Corrections Union Benevolent Fund Kids Holiday Party with Santa

Commissioner Chair James Cloutier asked for a motion to approve Consent Agenda Items 19-092 and 19-093. Commissioner Thomas Coward so moved, Commissioner Stephen Gorden seconded. All Commissioners voted unanimously in favor, 4-0.

**ACTION ITEMS**

**19-094** Approval of the 2020 General Fund Budget

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-094, approving the 2020 General Fund Budget. Commissioner Stephen Gorden so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

It was noted that there were three more motions required for the County Commissioners approval under the approval of the 2020 General Fund Budget. They are listed below:

Commission Chair James Cloutier asked for a Motion to Set the Budget for Calendar Year 2020. Commissioner Thomas Coward so moved, Commissioner Stephen Gorden seconded. All Commissioners voted unanimously in favor, 4-0.

Commission Chair James Cloutier asked for a Motion to Set the Capital Improvement Plan, including expenditures of \$512,100 in FY 2020. Commissioner Stephen Gorden so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

Commission Chair James Cloutier asked for a Motion to Exceed LD-1 Cap for FY2020. Susan Witonis Commissioner so moved, Commissioner Stephen Gorden seconded. All Commissioners voted unanimously in favor, 4-0.

**19-095** Authorization for 2020 Tax Anticipation Note

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-095, authorizing the 2020 Tax Anticipation Note. Commissioner Stephen Gorden so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

**19-096** Setting 2020 Salary of the Probate Judge

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-096, setting the salary of the Probate Judge. Commissioner Thomas Coward so moved, Commissioner Stephen Gorden seconded. All Commissioners voted unanimously in favor, 4-0.

**19-097** Authorize staff to begin notifying towns in the change of the County's budget year.

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-097, authorizing staff to begin notifying towns in the change of the County's budget year. Commissioner Thomas Coward so moved, Commissioner Stephen Gorden seconded. All Commissioners voted unanimously in favor, 4-0.

**19-098** Elect Chairperson and Vice Chairperson for 2020

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-098, nominating Commissioner Thomas Coward as Chairperson for 2020 and nominating Commissioner Stephen Gorden as Vice Chairperson for 2020. Commissioner Chair James Cloutier so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

**19-099**                      **Transfer of CDBG funding - South Portland CDBG Projects**

Kristin Styles, Director, CDBG Program discussed the funding for CDBG projects and the need to transfer some funding to meet deadlines.

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-099, authorizing the transfer of CDBG funding for South Portland CDBG Projects. Commissioner Stephen Gorden so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

**19-100**                      **Transfer of funds to Regional Aid Account**

County Manager Jim Gailey discussed this item and reasons why a transfer of funding to the Regional Aid Account would allow the County to be able to help when needs arise.

Commission Chair James Cloutier asked for a motion to approve New Business Item 19-100, authorizing the transfer funds to the Regional Aid Account. Commissioner Thomas Coward so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

**OLD BUSINESS**

There were no Old Business items at this time.

**NEW BUSINESS**

Commissioner Thomas Coward brought up the topic of him currently being the main Cumberland County representative on the Maine County Commissioners Association (MCCA) Board and wanted to give Stephen Gorden the opportunity to get on the ladder to the positions available for 2020. County Manager stated that in January there will be a specific opportunity to make a motion to approve all committee assignments for 2020.

Commission Chair James Cloutier asked for a motion to have Stephen Gorden be the main Cumberland County representative on the MCCA Board for 2020 as this needed to be done before 2019 year end; Commissioner Stephen Gorden so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0.

**COMMENTS FROM THE COUNTY MANAGER**

County Manager Jim Gailey shared information with regard to the huge influx of asylum seekers this summer. It should be known that the region is still seeing a steady influx of asylum seekers into the greater Portland area. Those individuals will need help as well as many non-profits will need some help helping those individuals. Jim simply wanted to put it on our radar, it diversifies our region and it's just that short term period trying to transition them into getting their feet on the ground and we all can play a role in that. Also, Jim wanted to wish everyone a happy and safe holiday and we will see you in the New Year.

## COMMENTS FROM THE EXECUTIVE STAFF

Deputy Manager of Finance & Administration, Alex Kimball had two things. One is the State has been giving us the proposed State equalized valuations earlier than in the past and last Friday we received the proposed valuation and it is a 7.52% jump. State of Maine saying that the County of Cumberland property values county-wide have a 7.5 increase over the prior year. While property taxes went up due to these increases the millage rate will go down. Secondly, as we are nearing the tail end of 2019, it does look like the budget is coming in with a positive variance

Director of Public Affairs, Travis Kennedy updated the commissioners on the state of our work and research on the broadband connectedness. He discussed his memo from the last meeting. The report developed is a very useful guide for us and for our communities on available and potential necessary fiber resources across Cumberland County which is sort of the backbone that all of the internet moves on. He discussed this tool that would gain value over the next several decades. He also discussed establishing some free community wireless hot spots in downtown Cumberland County.

## COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Susan Witonis reminded everyone of the Disney on Ice shows, as there are both daytime and night time shows at the Cross Insurance Arena, December 19-22, 2019 and there are also home games for the Mariners. She also wished everyone a happy holiday.

Commissioner Stephen Gorden had a couple comments with regard to what we are doing here at the County. We are talking about broadband that is a service that we are starting to get into; we are doing Assessing to help communities and he was enticed by the articles that have recently been in the newspaper the past couple of days that the rural communities are struggling with their EMS Services. What he wanted to bring to the table and ask us to give some consideration to is that we are kind of by default backing into regional services. He felt we this is another one that we need to at least take a look at because this is a service that needs to be provided to the citizens and there may be other services that are similar to that. He was not saying that we are going to jump in yet he felt we should at least have that dialog. He also wanted to wish everyone a happy holiday, Merry Christmas and please let's not forget the elderly, the shut-ins and those that are by themselves.

Commissioner Thomas Coward would add to the holiday wishes and encouraged everyone to be very careful as it is very dark at night. Be careful of those walking the streets and wearing darker clothes.

Commission Chair James Cloutier stated that since our last meeting he was privileged to attend and to speak at a brief remembrance ceremony entitled "*Ground Zero Flag Presentation*" presented by the Ground Zero Flag Team held at the Cumberland County Jail on Tuesday, November 26<sup>th</sup>, 2019. This event was well attended. Commission Chair Cloutier also wished all a happy holiday season and asked that we be careful with pedestrians at night.

## EXECUTIVE SESSION

Commission Chair James Cloutier asked for a motion to enter into Executive Session in accordance with 1 M.R.S.A. §405 (6)(A) There were no motions associated with these two Executive Sessions. Commissioner Thomas Coward so moved, Commissioner Susan Witonis seconded. All Commissioners voted unanimously in favor, 4-0. Commission Chair stated there will be no motion associated with this Executive Session and that they will be adjourning afterward.

Commission Chair James Cloutier asked for a motion to come out of Executive Session in accordance with 1 M.R.S.A. §405 (6)(A) Commissioner Susan Witonis moved, Commissioner Thomas Coward seconded. They came out of Executive Session at 7:29 pm.

## **ADJOURN**

Commission Chair Jim Cloutier asked for a motion to adjourn the meeting. Commissioner Thomas Coward moved to adjourn the meeting, Commissioner Stephen Gorden seconded. All commissioners voted unanimously in favor, 4-0. The meeting adjourned at 7:30 pm.

**Next Commissioners' Public Hearing meeting: Monday, January 13, 2019, in the Peter J. Feeney Conference Room, Cumberland County Courthouse, 142 Federal Street, Portland, ME at 5:30 PM.**

# CUMBERLAND COUNTY COMMISSIONERS

## STAFF REPORT

**From:** Kristin Styles, Community Development Director  
**Date:** January 13, 2020  
**Subject:** City of Portland/Cumberland County HUD HOME Program Consortium Renewal

---

**Background:** The 25 municipalities participating in the Cumberland County Community Development program, the Town of Brunswick, and the City of Portland are members of a Consortium to receive and distribute HUD HOME partnership program funds. The Consortium was formed in 2009 and requires renewal every three years, this would be the fifth, three year renewal. HUD HOME partnership program funds must be used for housing rehabilitation, homeownership assistance, construction of new rental housing or rental assistance.

**Issue:** The City of Portland as the "lead entity" is the administrative and financial agent responsible for the grant funds. While the renewal agreement contains an automatic renewal clause (if members do nothing the agreement renews) the City of Portland has requested affirmation by the County and the Town of Brunswick of their continued participation.

**Fiscal Impact:** The annual Cumberland County allocation will be approximately \$430,000 in new resources to the County.

**Recommendation:** The Community Development Director recommends renewal of the HOME Program Consortium agreement.

It is further recommended that the County Commissioners authorize Jim Gailey, County Manager to execute any documents in conjunction with Consortium renewal.

**Motion:** Endorse continued participation in the City of Portland/Cumberland County HOME Consortium.

**Motion:** Authorize County Manager Jim Gailey to execute documents in conjunction with the renewal of the City of Portland/Cumberland County HOME Consortium.

**COMMISSIONERS MEETING**

**January 13, 2020**

**Motion:** Endorse continued participation in the City of Portland/Cumberland County HOME Consortium.

Voted: \_\_\_\_\_

**Motion:** Authorize County Manager Jim Gailey to execute documents in conjunction with the renewal of the City of Portland/Cumberland County HOME Consortium

Voted: \_\_\_\_\_

---

Thomas Coward, Chair  
Cumberland County Commissioners



**CITY OF PORTLAND**  
**Planning & Urban Development Department**

James Gailey Manager  
Cumberland County  
142 Federal Street  
Portland, ME 04101

December 10, 2019

RE: Cumberland County HOME Consortium Renewal

Dear Mr. Gailey:

The Cumberland County HOME Consortium will soon be entering the last year of its fourth three-year consortium contract period. The current consortium agreement is due to expire on June 30, 2021 (Federal Fiscal Year 2020). The consortium has been a successful collaboration in support of affordable housing throughout Cumberland County.

During the Federal Fiscal Year prior to the end of each consortium contract period, each member of the Cumberland County HOME Consortium must determine whether they will continue to participate for another successive three-year period. You are hereby notified that as a member of the current consortium, you may choose not to continue to participate in the Cumberland County HOME Consortium.

The 2012-2015 Mutual Cooperation Agreement included an automatic renewal clause (Section 7 C. – Term of Agreement and Renewal). As there are no proposed amendments or changes to the Agreement, a new Mutual Cooperation Agreement will not be needed.

Please provide a copy of the decision of your local governing body as to your continued participation in the Cumberland County HOME Consortium. If you choose NOT to continue as a member of the Cumberland County HOME Consortium, you must notify this office of your intent to withdraw.

Please notify my office of your decision no later than February 15, 2020. If you have any questions, please feel free to contact me at 874-8711 or [mpd@portlandmaine.gov](mailto:mpd@portlandmaine.gov).

Sincerely,

Mary P. Davis  
Division Director  
Housing and Community Development Division

389 Congress Street • Portland, Maine 04101 • 207-874-8711

[www.portlandmaine.gov](http://www.portlandmaine.gov)

# COUNTY OF CUMBERLAND

January 13, 2020

**TITLE:** VOIP PHONE SYSTEM AT CCCH

**BACKGROUND:** Current phone system needs to be upgraded to VOIP. We need to continue installation of VOIP phones in all County buildings. This request is for the Courthouse, as installation at the Jail complex and the Windham complex has been completed. VOIP technology replaces the older outdated analog PBX system which is difficult to find parts for since they have become obsolete.

**ISSUES:** In 2018 we upgraded the phone system at the Windham complex and the Jail complex using OTT Communications (later became Otelco). OTT Communications was awarded the bid based on their pricing at that time. Since the last RFP for pricing, Consolidated Communications has the ability to provide comparable systems costs instead of leasing only costs. Due to their change we asked for current rates. Below is the monthly rate comparison.

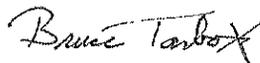
	OTELCO	CONSOLIDATED
BASIC	\$15.00	\$7.61
ENHANCED	\$21.00	\$14.41
PREMIUM	\$24.00	\$22.91

*\*The cost for fiber voice circuit was also less expensive with Consolidated Communications*

**FISCAL IMPACT:** \$51,790 has been set aside in the CIP account to complete this project. Project includes CAT 6 wire pulls to each phone location.

**RECOMMENDATION:** To award three year phone contract to Consolidated Communications as they are the low bid.

Prepared by: **Bruce D. Tarbox, Facilities Manager**

Approved by: 

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**

**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** Establishment of a Vehicle Reserve Account

---

Staff is requesting the opportunity to establish a Vehicle Reserve Account. The intent of the account would be to allow staff to transfer any year-end budget savings from the Sheriff's Office Vehicle budget line into the Reserve. The budget line is one of the larger funded single line items we have in the budget with the exception of wage and benefit lines. With the variations in costs associated with vehicles, the budget line could run over/under any given year. In addition, there are times a Sheriff's Office vehicle gets in an accident and additional funds over and above what the Risk Pool covers, needs to be obtained in order to put a vehicle back in service. Having the ability to transfer any annual budget savings into a Reserve Account will allow for a source of funds to cover overages on vehicle purchasing, fit-up or replacement.

**Motion:** Establish a Vehicle Reserve Account to be capitalized annually from surplus in the Sheriff's Office Vehicle account 7345-06.

  
County Manager

COUNTY OF CUMBERLAND

January 13, 2019

Title: Internet & Fiber Communications Contract

Background:

The County uses leased fiber optic communication lines to connect each of the County buildings together. These communication lines allow the transmission of data between sites, as well as provide access to the Internet. The last lease contract was signed in 2015 and has since expired.

Issue:

The speed of these lines are no longer sufficient to handle increased volume of traffic due to increased demand for access to Internet & Cloud based resources, as well as the growth of County departments providing services to municipalities and the State of Maine. The IT Director has researched available options to replace, or upgrade, communications lines with local vendors in the area. Several competing products were identified and evaluated based upon speed, reliability, redundancy & diversity, and cost.

Fiscal Impact:

Consolidated Communications has provided a 5 year proposal for 10G Wave Service to connect the County's four main buildings, and provide internet service. This will provide a speed increase 100x faster than our current service.

Description	Monthly Cost	Install
10G Wave Service - 36 County Way – Portland – 22 High St	\$1,050.00	\$1,000
10G Wave Service -36 County Way – 142 Federal St.	\$925.00	\$1,000
10G Wave Service 142 Federal St – 25 Pearl St. Portland	\$875.00	\$1,000
Subtotal for Wave :	\$2,850.00	
150M EDIA @ 36 County Way Portland	\$575.50	
(P/A: \$290.04 +EDIA EVC:\$285.46 (3 Year Term)		
	\$3,425.50	\$3,000.00

Funds to cover fiber optic networking lines and internet access fees are included as part of the IT budget in line 11-103-02-6800.

Recommendation:

To sign the 10G Wave Service & Internet Agreement provided by Consolidated Communications.

Prepared By: Aaron Gilpatric, IT Director



**Consolidated Communications Wave Service 5 Year Term  
3 Year Internet Term**

Cumberland County 10G Wave Service Network				
Type	Description	Monthly Cost	Install	
Protected	10G Wave Service - 36 County Way - Portland - 22 High St	\$1,050.00	\$1,000	
Linear	10G Wave Service -36 County Way - 142 Federal St.	\$925.00	\$1,000	
Linear	10G Wave Service 142 Federal St - 25 Pearl St. Portland	\$875.00	\$1,000	
	Subtotal for Wave :	\$2,850.00		
1	150M EDIA @ 36 County Way Portland (P/A: \$290.04 +EDIA EVC:\$285.46 (3 Year Term)	\$575.50		
<b>Total:</b>		<b>\$3,425.50</b>	<b>\$3,000.00</b>	

**SERVICE SCHEDULE  
 ETHERNET DEDICATED INTERNET ACCESS SERVICES**

**Service Provider: Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Internet ("Consolidated Communications")**

**Customer Name: Cumberland County**

**1. Services.**

We will provide you with Consolidated Communications Ethernet Dedicated Internet Access Service ("E-DIA Service" or "Service"). The Initial Term and fees for the E-DIA Service are described below. The In-Service date shall be defined as the date at which we are able to access your trace route to the Ethernet address of your router to confirm installation. You shall then perform a trace route to our device that requires the traffic to travel through the global Internet. Notwithstanding the foregoing, if you fail or refuse to perform the requested trace within two (2) weeks of notification by us, then the In-Service date shall be the date on which we were able to perform a successful trace route to your address space.

**2. Service Description.**

Ethernet Dedicated Internet Access ("E-DIA") is an Ethernet service that provides customers with a direct connection to the Internet. The purpose of this connection is to provide multipurpose internet access to autonomous sites. E-DIA connections connect one customer site to the Internet. As with other Ethernet access offerings, this Service can be offered in a multitude of speeds, starting at 1 Mbps all the way up to 1 Gbps. We shall furnish a dedicated connection between our and your premises, as specified hereunder, which is perceived by your software and the network to be of a dedicated nature and available without the need to dial into an Internet access point. In addition, we shall provide routing services based on the Transmission Control Protocol/Internet Protocol ("TCP/IP"), enabling you to connect to the Internet as well as certain Consolidated Communications information services indicated in this Service Schedule.

**3. Service and Initial Quantity Commitments.**

3.1 Customer agrees to purchase the following Services from Consolidated Communications at the rates and quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, as mutually agreed to by the parties.

<b>Service Type: EDIA Service</b>	<b>Non-Recurring Charge "NRC"</b>	<b>Monthly Recurring Charge "MRC"</b>
Port and Access: 150 Mbps	\$0	\$290.04
EDIA EVC: 150Mbps	\$0	\$285.46
	<b>Total NRC:</b>	<b>Total MRC:</b>
	\$0	\$575.50

Offer good only in areas where Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Schedule is subject to Consolidated Communications' final acceptance. Unless otherwise stated in the Service Schedule, in addition to charges set forth above and related taxes, if applicable, you are responsible for the following:

- i) Renewal of Registration fees associated with Domain Names (Registrar will contact customer directly for renewal)
  - ii) Equipment, hardware and software charges
  - iii) Installation support and related charges
- 3.2 This Service Schedule does not entitle you to any future versions or releases of such service which we may make available during the Initial Term unless separately agreed to in writing by the parties.
- 3.3 Final acceptance of this Service Schedule by us is subject to credit check approval, your acceptance of the terms and conditions of the Agreement, and our commencement of providing Service to you.
- 3.4 In the event that we are unable to complete Service activation due to delays that you cause, you will be responsible for all charges and cancellation fees accrued by us in connection with our performance or attempted performance of our obligations hereunder.
- 3.5 Consolidated Communications provided equipment and hardware may be either a new or refurbished.
- 3.6 Domain Name service is not available in all areas. Domain name availability is limited and not guaranteed. Domain name registration is limited to the following extensions: .net, .com and .org. Acceptance of VeriSign Terms of Service required. Additional domain name registration and transfer fees apply.
- 4. Service Period and Billing.** The Customer shall purchase the Service for a period of 36 consecutive months following the execution of this Agreement and installation of the Service (if not previously installed and cutover) hereof ("Service Period"). Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof. The Service Period and Billing for the circuits shall begin on the In-Service Date.
- 5. Cancellation and Termination Charges.**
  - 5.1 If the Customer cancels the Service subsequent to execution of this Service Schedule by both parties and prior to the In-Service Date of the Service, Customer shall pay Consolidated Communications its actual incurred costs of provisioning the Service up to the point of such cancellation. Cancellation must be in writing to Consolidated Communications.
  - 5.2 Following the In-Service Date, termination charges shall apply to each circuit for which Service is terminated. If the customer terminates any or all of the circuits covered by this Service Schedule before the end of the Service Period, the customer must pay a termination charge for each affected circuit equal to one hundred percent (100%) of the MRC multiplied by the number of months remaining in the Service Period. Any such termination charge shall be due and payable in one lump sum within thirty (30) days of billing. Customer is also responsible for all charges incurred up to the date of any Service terminated.
  - 5.3 Termination charges will not apply under the following circumstances:
    - 5.3.1 The Customer and Consolidated Communications agree at any time prior to the end of the Service Period to extend the Service Period to a longer term commitment.
    - 5.3.2 The Customer (1) upgrades an existing Service to a new, higher bit rate Ethernet Service, and (2) the Service Period for the upgraded Service is coterminous with or longer than the Service Period of the existing Service.
- 6. Service Level Agreement and Limited Remedy.**

We are committed to providing you with reliable, high quality E-DIA Service, and we offer a Service Level Agreement ("SLA"). A description of the current Service Level Agreement is available on our web site or from your

sales representative. THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF E-DIA SERVICE.

#### **7. Termination and Right to Suspend.**

We reserve the right, without penalty or liability, to suspend or terminate the Service (or any portion thereof) without notice in the event that you or your use of the Service, in our sole judgment, violates any term or condition set forth in this Agreement, including, without limitation, violates any applicable Laws, our Acceptable Use Policy (AUP) which is published on our web site (and incorporated herein by reference), or otherwise adversely affects, may affect or otherwise threatens any portion of our or our network service provider(s)' network software, hardware, equipment, or services, or any of our or our network service provider(s)' customers or employees. In addition to our rights to suspend or terminate as set forth above, we reserve the right to immediately terminate the E-DIA Service to you in the event we cease to offer E-DIA Service to customers, upon not less than thirty (30) days advance notice.

#### **8. Equipment, Hardware and Software.**

- 8.1 Unless covered under separate agreements with us, you shall be responsible to provide for the proper selection, installation, operation, and maintenance of your equipment, hardware, and software used in connection with the E-DIA Service, and you shall ensure that such equipment, hardware, and software are technically and operationally compatible with the E-DIA Service and in compliance with applicable Federal Communications Commission rules and regulations. If you have chosen to purchase equipment or hardware, including any software that may be installed thereon (the "Equipment"), and then title to the Equipment (other than any software that may be installed thereon) shall vest with you upon payment in full to us for the Equipment. In the event the Equipment is installed at your premises prior to payment in full, you shall: (a) safeguard the Equipment from loss and damage; (b) obtain general liability insurance with property loss coverage equal to or greater than the purchase price of the Equipment, and naming us as additional insured; and (c) maintain full responsibility for the Equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the Equipment, if it is irreparable, lost or stolen.
- 8.2 In the event Consolidated Communications provides any software to you in connection with the Services, we grant you a personal, non-exclusive, non-transferable license, for the duration of the Initial Term and any subsequent renewals, to use such software in object code form only on the hardware on which it is installed for the sole purpose of enabling you to use the Service. You acknowledge that such software is protected by the copyright laws of the United States and foreign jurisdictions, and may be protected under the patent laws of the United States and foreign jurisdictions, that title to such software, including any tangible media by which the software was transferred to you, remains with us or our suppliers, and that the source code, content and design of such software are valuable trade secrets. You are authorized to make one copy of the Software for backup purposes only. You agree not to (a) disclose or make available to third parties any portion of such software without our advance written permission; (b) further copy or duplicate such software; (c) reverse engineer, decompile or disassemble such software; (d) make derivative works from such software; (e) modify such software; (f) or use the software in a credit bureau capacity.
- 8.3 Upon termination or expiration of the Initial Term (unless extended by both parties), you agree to return to us all hardware, equipment and software provided to you by us or a third party on our behalf in connection with the Service (other than hardware, equipment and software which you have purchased from us). In the event such hardware, equipment and software is not returned to us within thirty (30) calendar days following such termination or expiration, we will charge you the undepreciated list price of the unreturned hardware and software, in addition to all applicable late return fees.

#### **9. Consolidated Communications Internet Responsibilities.**

In addition to the responsibilities set forth in the Agreement, we shall (a) provide a TCP/IP routing service to connect your network to our regional Internet, (b) coordinate the installation and order on your behalf, transportation

facilities from your premises to our network; (c) maintain ownership of all IP addresses, which are provided to you, and (d) supply you with IP address space based on Internet policies for assigning address space.

#### **10. Customer Responsibilities.**

In addition to the responsibilities set forth in the Agreement, you agree that on your behalf we may select a Global Service Provider (GSP) from a list of qualified carriers who have agreed to interconnect with our network. The use of the E-DIA Service by you and your Users is completely at your own risk. We shall in no way be responsible or liable to you or your customers (if permitted by a Schedule or separate reseller agreement) for any loss or damage as a result of the use of the E-DIA Service(s). You acknowledge and agree that although we shall make every reasonable effort to provide continuous, uninterrupted, and expedient Service to you and your customers (if permitted by a Schedule or separate reseller agreement), interruptions in Service may occur as normal events in the provision of Service. You also agree and acknowledge that through the use of the E-DIA Service, you and your customers (if permitted by a Schedule or separate reseller agreement) may have access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for minors under the age of eighteen (18) years old. You acknowledge that we have no control over such information. If we provide IP address space to you, you shall supply a network engineering plan consisting of: (a) the current number of hosts (addressable devices) on your network; (b) expected number of hosts within next six (6) months; (c) current number of your subnets; (d) expected number of subnets in six (6) months; (e) subnet masks; (f) number of hosts on each network segment; and (g) graphical topology of your network that diagrams your network down to the host level.

#### **11. Entry to Customer's Business.**

You agree to allow us to enter your premises from which you use the E-DIA Service during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our equipment and Services. You will allow us to make attachment and connections that are necessary to provide Services to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises.

#### **12. Circuit Installation.**

We will provide you notice of your circuit installation date. You agree to establish your Internet access promptly following circuit installation. Regardless of whether you have installed your Internet access, billing for your E-DIA Service shall begin ten (10) business days after the circuit installation date.

#### **13. Additional Provisions.**

- 13.1 Facilities. Additional charges may be required if suitable facilities are not available to provide Service at any location, or if any additional work, services or quantities of Service are provided. In the event installation of additional network facilities is required to provide Service, Consolidated Communications will inform Customer of such applicable charges and Consolidated Communications will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Consolidated Communications without application of the termination charges described herein.
- 13.2 Customer Purchase Orders. Customer may not vary the Agreement or this Service Schedule with use of a Customer-issued purchase order. The terms and conditions contained on a Customer purchase order (whether signed by one or both parties) shall not serve to modify the terms and conditions of the Agreement or this Service Schedule and to the extent such terms and conditions conflict with the terms and conditions of this Agreement or this Exhibit, they shall be void and of no effect.
- 13.3 Administrative Charge. An Administrative Charge will be applied whenever a change is made to Customer's E-DIA configuration at Customer's request. Such changes are defined as those rearrangements necessary to add, delete, or rearrange Customer's configuration, including changes to Customer's Ethernet Virtual Circuits.

#### 14. IP Address and Domain Name Registration.

You are eligible to apply for and if approved use Consolidated Communications -provided IP addresses on the Internet for no additional charge. The following is a subset of Consolidated Communications IP Assignment Guidelines that must be met before being granted IP space:

1. All customers applying for IP address space from Consolidated Communications must complete an IP address form provided by Consolidated Communications. A host count and sub-netting breakdown is required for current and requested (future) address space.
2. Customers applying for network block(s) larger than a /28 (more than 16 IP addresses) or equivalent must also submit a network topology diagram detailing all subnets.
3. Customers with existing IP address space (Consolidated Communications or non- Consolidated Communications) must demonstrate the following before receiving additional address space:
  - All customer-assigned address space must be registered with the American Registry for Internet Numbers (ARIN).
  - Eighty percent (80%) of all assigned address space must be utilized.
  - Current address space and requested address space must be documented in accordance with guidelines 1 and 2 above.
  - Assigned address space must be reachable by Consolidated Communications via Internet Control Message Protocol (ICMP) (ping, etc.) or equivalent documentation demonstrating reach-ability must be provided at Consolidated Communications' request.
4. Multi-homed Border Gateway Protocol (BGP) customers (2 or more Internet Service providers (ISPs)) may apply for address space under the ARIN 2001/2 policy. Customers meeting the requirements of the Consolidated Communications policy who have already obtained address space from Consolidated Communications or another ISP and who are requesting additional address space from Consolidated Communications must meet guideline 3, above, in order to receive an additional class C block of IP addresses.
5. IP space from Consolidated Communications is non-portable. Customers who discontinue service with Consolidated Communications must relinquish their assigned IP addresses from Consolidated Communications.
6. You may obtain IP addresses directly from ARIN through their website, <http://www.arin.net/> and will be responsible for all associated fees, including ARIN's registration fee and annual renewal fee.

Upon expiration, cancellation or termination of the Agreement or an applicable Schedule, you shall relinquish any IP addresses or address blocks assigned to you by us. If we deem it necessary, you may be required to renumber the IP addresses assigned to you by us. All fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar or we, on registrar's behalf, will bill such fees directly to you. Such fees are not included in the prices for the Service. You must accept the Registrar's terms of service prior to receiving such service from us.

#### 15. Changes or Updates to the Service.

Consolidated Communications reserves the right, in its sole discretion, to make changes to the Service and the software, hardware and equipment provided in connection therewith. If such a change adversely affects your use of the Service, and we cannot reasonably mitigate such adverse effect, then you may terminate the Service without further obligation.

#### 16. Locations.

The Services shall be provided to Customer under the terms hereof at the following locations. Other locations may be added to this Agreement only upon mutual assent of the parties.



<b>Address:</b>
36 County Way

In confirmation of their consent and agreement to the terms and conditions contained in this Service Schedule and intending to be legally bound hereby, the Parties have executed this Service Schedule as of the Service Schedule Effective Date.

Cumberland County (“Customer”)

**Consolidated Communications Enterprise Services,  
Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:



**SERVICE SCHEDULE – Wave Services**

**Service Provider: Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Internet-NNE (“Consolidated Communications”)**

**Customer Name: Cumberland County (“Customer”)**

**1. Definitions**

- 1.1 Wave Service (“WS”) is a point-to-point connection service, which provides transport to Consolidated Communications customers in Consolidated Communications’ operating territory in the Northern New England region of Maine, New Hampshire and Vermont. WS is available at 2.5G and 10G speeds.
- 1.2 Point of Termination. Denotes the point of demarcation within a Customer location at which Consolidated Communications’ responsibility for the provision of the Service ends.

**2. Service.**

Wave Service (“WS” or “Service”) shall be provided in accordance with the specifications hereunder. WS can be used to connect two end user locations/PoPs, an end user location/PoP connecting to a collocation facility or to connect two collocations facilities.

Upon the Effective Date, all or any WS services that Customer obtains from Consolidated Communications shall be billed at the rates set forth in Section 3.

**3. Service and Initial Quantity Commitments.**

Customer agrees to purchase the following “Service” from Consolidated Communications at the Monthly Recurring Charge (MRC) and Non-Recurring Charge (NRC) rates and quantities set forth below for the Service Period identified in Section 4. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, as mutually agreed to by the parties. Additional charges may apply for a Customer expedite or due date change request.

<b>WS Rate Element:</b>	<b>Qty</b>	<b>NRC Each</b>	<b>Total NRC</b>	<b>MRC Each</b>	<b>Total MRC</b>
*10G	1	\$1000	\$1000	\$1050.00	\$1050.00
10G	1	\$1000	\$1000	\$925.00	\$925.00
10G	1	\$1000	\$1000	\$875.00	\$875.00

\*Channel Termination charges include any IOF mileage.

Offer good only in areas where Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Schedule is subject to Consolidated Communications’ final acceptance.

- 4. **Service Period and Billing.** The Customer shall purchase the Service for a period of sixty (60) consecutive months following the execution of this Schedule and the Service Agreement and



Agreement or this Schedule and to the extent such terms and conditions conflict with the terms and conditions of this Agreement or this Schedule, they shall be void and of no effect.

6.3 Administrative Charge. An “Administrative Charge” of \$100 will be applied whenever a change is made to Customer’s WS configuration at Customer’s request. Such changes are defined as those rearrangements necessary to add, delete, or rearrange Customer’s configuration. A charge will be applied for each change. An additional fee of \$100 will apply if the Customer requests an expedite order for the change request.

7. Locations. The Service shall be provided to Customer under the terms hereof at the following locations. Other locations may be added to this Schedule only upon mutual assent of the parties.

A Location	36 County Way, Portland, ME 36 County Way, Portland, ME 142 Federal St, Portland, ME
Z Location	22 High St. Windham, ME 142 Federal St. Portland, ME 25 Pearl St. Portland, ME

In confirmation of their consent and agreement to the terms and conditions contained in this Service Schedule and intending to be legally bound hereby, the parties have executed this Service Schedule as of the date of the last signature below, which shall be the Service Schedule Effective Date.

**Customer: Cumberland County**

**Consolidated Communications Enterprise Services, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Printed Name:**

**Printed Name:**

**Title:**

**Title:**

**Date:**

**Date:**

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**  
**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** Midcoast Maine Community Action – Board of Directors Appointment

---

Midcoast Maine Community Action is requesting County Commissioner review and acceptance of an applicant to fill a vacant seat on their Board of Directors. The vacant seat is reserved for a representative of Commissioner District 3. Midcoast has provided a letter outlining the request and a resume of the name they are bringing forward for appointment.

**Motion:** Appoint Diane Smith Howard as the Commissioner District 3 representative to the Midcoast Community Action Board of Directors.

  
County Manager

MIDCOAST MAINE   
**Community Action**  
*Building better lives for stronger communities*

January 7, 2020

Cumberland County Commissioners  
142 Federal Street  
Portland, ME 04101

Dear Commissioners:

I am writing to request your assistance in appointing a board member to Midcoast Maine Community Action's (MMCA) Board of Directors. MMCA is the community action agency serving low-income families and individuals in mid-coast Maine. MMCA's 18 member Board of Directors is composed equally of representatives of private sector organizations and businesses, low-income representatives, and public sector representatives. Three of the Public Sector seats are appointed by the County Commissioners of the three counties covered by MMCA's service area – Eastern Cumberland, Sagadahoc, and Lincoln Counties.

The Cumberland County board seat has become vacant and I am asking if you will consider Diane Smith Howard, a resident of Brunswick, for consideration as your appointment to this vacant seat. Diane is the Managing Attorney for Criminal and Juvenile Justice for the National Disability Rights Network and comes highly recommended. We have taken the liberty of speaking to Diane who is eager to serve on the MMCA Board of Directors as your representative, should you choose to appoint her. The appointment is for a three-year term.

MMCA's mission is "to empower individuals and families to gain the knowledge and skills to achieve self-sufficiency. The agency strives to connect the community with resources that promote health and quality of life, education and economic independence as a pathway to achieving full potential. MMCA supports regional activities which encourage economic sustainability and social equity." MMCA is the community action agency for and provides services to families and individuals of Eastern Cumberland, Sagadahoc, and Lincoln Counties. To meet the needs of low-income residents in our service area, MMCA administers the Head Start and Early Head Start programs; emergency heating and housing programs; child abuse and neglect prevention programs; the Women, Infants and Children (WIC) nutrition program; and Family Development Case Management programs for families and the elderly. MMCA also serves residents of Knox and Waldo Counties through the WIC program.

If you wish to discuss this appointment or if you have any question, please do not hesitate to contact me at 442-7963, extension 215. Thank you for your assistance. I look forward to your response.

Sincerely,



Claire Berkowitz  
President/CEO

Cc: Kate Jochems, Chair/Board of Directors

**DIANE SMITH HOWARD**  
**990 River Road**  
**Brunswick ME**  
**04011**  
[Diane.SmithHoward@ndrn.org](mailto:Diane.SmithHoward@ndrn.org)  
**(207) 522-2871**

## EDUCATION

Wayne State University Law School, Detroit, Michigan  
*J. D., May 1994*  
Admittance to State Bar of Michigan, November 1994  
Admittance to State Bar of Maine, 2006

Colby College, Waterville, Maine  
*B. A. with Distinction in Philosophy, May 1986*  
Majors: Philosophy, Human Development

## LEGAL EMPLOYMENT

- 3/12/12- Present **National Disability Rights Network)**  
Washington, D.C.  
*Senior Staff Attorney for Education and Juvenile Justice*  
Providing training and technical assistance for protection and advocacy program staff to expand the P&A systems' ability to meet the needs of individuals with disabilities in the areas of Criminal Justice, Juvenile Justice, Special Education and Child Welfare  
*Responsibilities include* the development of resource materials, training and technical assistance to network members, creation and maintenance of intra- network communication vehicles, legislative work, and coalition work with other disability rights groups.
- 2/14/05- Present **Disability Rights Center**  
Augusta, Maine  
*Staff Attorney; Head of Education Team*  
*Responsibilities include:* Systems change within the state and federal legislative and administrative systems on issues related to students with disabilities, providing legal support to a team of non-attorney advocates, direct representation of clients at all levels of the legal and administrative appeals systems.
- 4/99- 2/14/05 **National Association of Protection and Advocacy Systems (now National Disability Rights Network)**  
Washington, D.C.  
*Disability Legal Specialist*  
Providing training and technical assistance for protection and advocacy program staff to expand the P&A systems' ability to meet the needs of individuals with disabilities in the areas of special education and assistive technology. *Responsibilities include* the development of resource materials (including the creation of an attorney=s manual regarding the law of special education), training and technical assistance to network members, creation and maintenance of intra- network communication vehicles, legislative work, and coalition work with other disability rights groups.
- 6/04-7/04 **Johns Hopkins University**, School of Professional Studies in Business and Education,  
Master of Science in Special Education, "Legal Aspects, Service Systems, and Current Issues in Special Education"  
Baltimore, MD  
*Adjunct Faculty Member*

- Taught a required, graduate level course to special education administrators. The course reviewed litigated and legislated standards for special education and related services for persons who have disabilities.
- 3/98- 3/99 **State Bar of Michigan**, Lansing, Michigan  
*Senior Director for Service Delivery, Access to Justice Department.*  
 Michigan is currently undergoing a statewide planning effort to increase access to the civil justice system for low and moderate income legal consumers (the "legal services" system), for which the State Bar of Michigan provides staff support. Responsible in this position for guiding the portion of the state planning process which made specific recommendations for improvements to the methods used to provide legal services to clients. *Responsibilities included:* identifying systemic service delivery problems, researching and designing solutions to these problems, implementing a survey of the current system of civil legal services delivery (including approximately two thousand recipients), facilitating work group discussions for six standing work groups of volunteers, coalition building, drafting and editing work group reports, and other related tasks.
- 7/96-3/98 **Michigan Protection and Advocacy Services, Inc.**, Lansing, Michigan.  
*Staff Attorney, Protection and Advocacy for Users of Assistive Technology*  
 Sole attorney representing the legal needs of users of assistive technology, for a statewide program charged with protecting the rights of people with disabilities. Responsibilities: representing individuals and groups in systemic litigation especially regarding public funding sources for assistive technology (ie: Medicare and Medicaid), private insurance funding, and consumer warranty issues; legislative and public policy education; maintenance of the state clearinghouse for legal information on assistive technology; creation of training programs and publications; reporting to state and federal funding sources.
- 3/94-7/96 **Legal Services of Eastern Michigan**, Flint, Michigan  
 3/96-7/96 *Staff Attorney, Family Law, Flint Office*  
 Provided direct representation in family law cases, including divorce, custody, and domestic violence matters, created and implemented training programs on Personal Protection Orders at local domestic violence shelters, and other related tasks.
- 3/94-3/96 *Youth and Education Attorney, Saginaw Office*  
 Sole attorney representing minors in a ten county service area which included significant urban areas (Flint, Bay City, Saginaw), as well as rural agricultural and recreational areas. Responsibilities: representing minors in court and administrative tribunals in special education, race and sex discrimination, student discipline, probate, and other related cases; advocating for quality educational programming throughout the service area. Provided community education programs for numerous parent and community groups, and developed and co-presented a one day training for attorneys on the law of special education.

#### **OTHER EMPLOYMENT**

- 3/90-8/90 **The Judson Center**,  
 Southfield, Michigan  
*Case Manager, Foster Care and Adoptions Unit*  
 Provided case management services to children placed in foster care due to parental abuse and/or neglect. This position required significant work within the juvenile/family court system.
- 2/88-12/89 **Family Continuity Program**  
 Lynn, Massachusetts  
*Case Manager; Counselor*  
 Worked as a team member within an intensive, multi-modal treatment program for families whose children were in state custody due to abuse and/or neglect. The purpose of the program is to improve the possibility of permanent reunification. Preparing reports for and testifying in juvenile/family court were significant requirements of this position.
- 1/87-12/87 **Ekambuli Secondary School**  
 Khumsalaba, Western Province, Kenya

*Head, Home Science Department; Teacher, Biology and Home Science*  
Placed by World Teach, a project of Harvard University

#### **SIGNIFICANT LITIGATION**

Co-counsel, *Nelson et al. v. Miller*, Sixth Circuit Court of Appeals. A class action lawsuit of more than 48,000 plaintiffs, asserting the right of blind and visually impaired voters in Michigan to vote by secret ballot.

Co-counsel, *Key v. Grayson*, U.S. District Court, Eastern District of Michigan. Represented a class including all state prisoners with disabilities, contesting a Michigan Department of Corrections policy that the Americans With Disabilities Act (ADA) does not apply to state prisoners.

#### **ADMISSIONS**

Admitted to practice in the U.S. District Court, Eastern and Western Districts of Michigan, U.S. District Court, Maine, U.S. Court of Appeals, Sixth Circuit and U.S. Court of Appeals, First Circuit

#### **NATIONAL PUBLICATIONS**

A selection of national publications:

**Justice Involved Youth with Intellectual and Developmental Disabilities: A Call to Action for the Juvenile Justice Community**, Diane Smith Howard, Co-Author, NJJDC/ARC, September 30th, 2015

**Orphanages, Training Schools, Reform Schools and Now This? Recommendations to Prevent the Disproportionate Placement and Inadequate Treatment of Children with Disabilities in the Juvenile Justice System**, Diane Smith Howard, Author, National Disability Rights Network, June 2015 (64 pages)

**Unfinished Business: The Enforcement of Civil Rights for People with Disabilities**, Hager, Ronald M., Diane Smith Howard, David T. Hutt, Elizabeth Priaux, Amy Scherer, Kenneth Shiotani, and Janice Johnson Hunter *Clearinghouse Review Journal of Poverty Law and Policy* (May-June 2014).

**Foster Despair: Improving Access to Education Services for Youth with Intellectual Disabilities in State Custody**, Diane Smith Howard, Author, National Disability Rights Network, November 2013 (44 pages)

**The Public School's Special Education System as an Assistive Technology Funding Source: The Cutting Edge, FUNDING OF ASSISTIVE TECHNOLOGY SERIES**, Ronald M. Hager., Co-Author, National Assistive Technology Advocacy Project, Diane Smith, Co-Author, National Association of Protection and Advocacy Systems, Second Edition - April 2003 (49 pages)

#### **Challenging Systems, Advocating for Students with Disabilities in the Public Schools**

A comprehensive manual for advocates and attorneys re: representing IDEA and Section 504 eligible students in public schools. Diane Smith Howard, Author, May 2001 (359 pages). Funded by ATTAC of NAPAS and the National Assistive Technology Advocacy Center

#### **NATIONAL PRESENTATIONS**

A selection of national presentations:

2014

**PRISON REFORM: Changes, Policies & Practices**, Journal of Public Interest Law Symposium, Loyola University. Presented on a panel regarding the P&A role in prisoner rights litigation. The audience for this presentation included over 50 prisoner rights litigators from around the nation.

**Eliminating Disparities in School Discipline: What Works**, Congressional staffers' briefing, co-sponsored by The Equity Project, The Center for Civil Rights Remedies, Atlantic Philanthropies, and the offices of Senator Christopher Murphy (D-Connecticut). Presented on legal strategies in reducing school removal

**2015**

**National Association of State Directors of Special Education (NASDSE) 77th Annual Conference.** Presented to state special education directors and their staffs (over 100 participants ) regarding the legal obligations of states to meet the educational needs of students with disabilities in correctional education programs.

**Annual Meeting of the National Charter Schools Resource Center.** Presented to charter school operators and their staffs (over 100 participants ) regarding legal obligations of states to meet the educational needs of students with disabilities in charter schools .

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**  
**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** Re-Appointment of Board of Assessment Review Committee Members

---

**Position:**

The County Commissioners are bringing forth the following names for re-appointment to the Board of Assessment Review Committee:

Gerald E. Daigle                      Term Expires: December 31, 2019

David Silk                              Term Expires: December 31, 2019

Elizabeth McFadden                Term Expires: December 31, 2019

Each appointment is for a 3-year term.

**Requested Action:** Motion to re-appoint Gerald E. Daigle, David Silk and Elizabeth McFadden to the Board of Assessment Review Committee for a 3-year term.

  
County Manager

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**  
**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** Surplus Property Policy

---

During the budget process this past fall, County Commissioners inquired about the County's policy concerning the acquisition of assets off local, state and federal published surplus lists.

The County has obtained a number of items from these types of surplus lists. Some of the recent items include:

Scissor-lift	Haz-Mat Vehicle	Sand Bag Filler
Front-end Loader	All-Terrain Vehicle	Small Bucket Loader
Mobile Generator	Office Furniture	

Obtaining these items provides the County with an initial costs savings, as many times the acquisition costs are only the transportation to/from the site of storage. In some instances, the asset acquired needs rehabilitation or modification to transform the asset into the County's intended use. Two examples: The All-Terrain Vehicle acquired was modified to incorporate a small snowplow blade for winter operations. The Hazardous Materials Vehicle is currently undergoing a conversion into a Command Vehicle.

The Commissioners have expressed a desire to review items prior to acquisition. The attached policy outlines the process for this to happen, largely based on the estimated value of the surplus asset.

**Motion:** Amend the Administrative Regulation #7 Surplus Material & Sale of County Property to include the Surplus Property Policy.

  
\_\_\_\_\_  
County Manager

## Administrative Regulations #7 Surplus Material & Sale of County Property

### V. ACQUISITION OF SURPLUS PROPERTY

County operations relies on a number of pieces of equipment to accomplish county operations and functions. Acquisition of new equipment falls under the County's annual bonding / non-debt Capital planning budget. Periodically, departments find a piece of equipment that serves their needs through Local, State or Federal surplus equipment list. The ability to obtain equipment from these lists is worthy, if deemed appropriate and provides a cost savings. Staff shall recognize these pieces of equipment are on surplus list for a reason, and staff should be aware and be ready to justify any costs associated with repairs, rehabilitation or rebuilding of acquired equipment. This justification shall be part of the initial review prior to acquisition.

Acquisition of surplus equipment shall abide by the following guidelines:

1. An estimated value of \$10,000 or less, Department Head authorization
2. An estimated value between \$10,001 and \$50,000 County Manager authorization; and
3. Any estimated value over \$50,001 shall seek recommendation by the County Manager and acceptance by the County Commissioners.

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**

**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** Regional Aid Reserve Policy

---

During the December 2019 Commissioner meeting, the Commissioners accepted a proposal to establish a Regional Aid Reserve.

Throughout the year, the County is either asked or a regional aid opportunity presented itself, which depending upon the circumstance, the County considers a contribution too. This past year with a balance remaining in the Commissioner Contingency Account, staff thought it would be appropriate for the Commissioners to consider establishing an account and having the flexibility in the future to provide regional financial support where appropriate. The Commissioners accepted the proposal.

Upon acceptance and establishment of the Reserve Account, Commissioners requested staff to draft a Policy on how the account would work. Please find the draft policy attached.

**Motion:** Amend the Administrative Regulations to include the newly established Regional Aid Reserve Policy.

  
County Manager

## Admin Regulation #20 Regional Aid Fund

### Regional Aid Fund.

The County shall establish a Regional Aid Fund to set-a-side financial resources that may be used to aid in a regional crisis. Regional crisis, includes, but is not limited to the following: homelessness, food insecurity, clothing, transportation, transitional living arrangements and services associated with breaking down language or cultural barriers. The following guidelines shall be followed in the administration of this Fund:

1. Any funds transferred into the reserve account is only by vote of the County Commissioners;
2. Expenditure of funds of up to \$1,000 can be made by the County Manager in consultation with the Board Chairman, up to three times a year. Expenditures in excess of \$1,000 shall seek authorization from the County Commissioners.
3. Subject to the annual review of the County Commissioners Contingency Account, a determination shall be made on whether the overall budget has suitable funding to make a year-end balance transfer from the Commissioner Contingency account to the Regional Aid Reserve Account. The Reserve Account shall be capped at \$75,000.

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**

**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** County Parking Fees

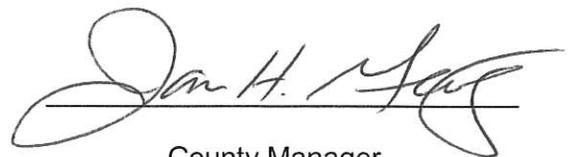
---

The 2020 Budget includes new revenue based on a fee increase at the County's parking facilities. With the increased demand for parking on the Portland peninsula due to the significant amount of development that has occurred over the past five years, parking is at an all-time premium.

Parking Garage Manager Ray Saba has surveyed area garages to determine the going rates for the different types of parking (hourly - daily - monthly). Ray brings forward a recommendation for a fee increase, which I support. The proposed fee increase is not the highest, nor is it the lowest based on area garages. I feel the level of the proposed increase is appropriate at this time.

**Motion:** Approve the following parking fee increases:

<u>Hourly Rate:</u>	\$3.50 per hour	Increase of \$1 per hour	29% increase
<u>Daily Rate:</u>	\$25 (24 hour max)	Increase of \$7 per day	28% increase
<u>Monthly Rate:</u>	\$155	Increase of \$15 per month	10% increase

  
County Manager

# Maine Cumberland County

5 December 2019

TO: Mr. Jim Gailey, County Manager  
FROM: Ray Saba  
RE: 2020 Garage Pricing Recommendation

Hi Jim,

Attached, please find the comparative pricing analysis you requested for the garage. The Comparative Rate sheet is for local garages. Our rates and pass offerings are detailed on the second page.

The current average Daily, Daily Max and Monthly rate within our RMA is \$4.20, \$36.60 and \$153, respectively.

Our rates of \$2.50, \$18 and \$140 puts us near the very bottom of competitive facilities with regards to pricing. When factoring hours of operation, convenience to important destinations and different pass offerings, we are the least expensive parking garage in our RMA. For the purpose of this report, I did NOT include any surface lots or seasonal spaces.

Given the intense demand for parking and shrinking inventory of available space in the Old Port, I would like to propose the following rate adjustments On/About 1 January 2020:

<u>Hourly Rate:</u>	\$3.50 per hour	Increase of \$1 per hour	29% increase
<u>Daily Rate:</u>	\$25 (24 hour max)	Increase of \$7 per day	28% increase
<u>Monthly Rate:</u>	\$155	Increase of \$15 per month	10% increase

While these adjustments will not erase the pricing disparity between the CCCG and other facilities, it will bring us into reasonable alignment with prevailing market conditions. Based upon what I have learned from contacts at other garages, I believe there will be rate increases of similar magnitude in the area. I fully believe \$190 - \$200 per month for a parking pass and \$7 per hour for hourly will soon become the norm.

If there is any additional information you need, please let me know.

Kind regards,

# Comparative Parking Rates

Local RMA

Situation as of 1 December, 2019

Garage	Hourly	Daily Maximum	Monthly	Start Up Fee	Hours of Operation		Estimated Waiting List Length (months)	Lock-Out Fee	Lost Ticket Fee	Snow Ban Rate	Comments
					Monthly Pass Holders	Daily Ticket Holders					
1 City Center	\$ 4.00	\$ 50.00	\$ 140.00	\$ 25.00	24/7	24/7	Unavailable	N.A.	\$ 75.00	NONE	Credit/Debit In/Out. *Lost ticket Fee could not be verified.
Public Market Garage	\$ 5.00	\$ 35.00	\$ 165.00	\$ 25.00	24/7	24/7	Unavailable	\$ 50.00	\$ 50.00	VARIABLES	EV Charging Fee: \$215/Month; Premium Reserved Monthly: \$215/Month
Temple Street	\$ 5.00	\$ 40.00	\$ 170.00	\$ 25.00	7 a.m. - 12 a.m. most days	Same	Closed	\$ 25.00	\$ 40.00	\$ 5.00	Credit/Debit In/Out for Daily
Customs House	\$ 5.00	\$ 40.00	\$ 170.00	\$ 25.00	Varies	Varies	Closed	\$ 25.00	\$ -	\$ 40.00	Credit/Debit In/Out for Daily
Casco Bay Garage	\$ 5.00	\$ 40.00	\$ 170.00	\$ 25.00	5 a.m. - 1 a.m. +/-	Same	Closed	\$ 25.00	\$ 120.00	NONE	Waiting list is closed
Holiday Inn by the Bay	\$ 2.00	\$ 17.00	\$ 120.00	\$ -	24/7 monthly		14	\$ -	\$ 20.00	\$2/hr.	Shifting hours for daily parking
Spring Street	\$ 3.00	\$ 28.00	\$ 130.00	\$ 10.00	24/7 monthly		18	\$ -	\$ -	\$ 3.00	Shifting hours. C.C. Events - Late Hours
Elm Street	\$ 2.00	\$ 21.00	\$ 120.00	\$ 10.00	24/7 monthly		24	\$ -	\$ -		Shifting hours for daily parking
Ocean Gateway	\$ 5.00	\$ 50.00	\$ 160.00	\$ 25.00	24/7 monthly		16	\$ -	\$ -		1 yr. minimum commitment. WEX Occupies most of the garage
Fore Street	\$ 6.00	\$ 45.00	\$ 185.00	\$ 25.00	24/7 monthly	Varies	60	\$ 25.00	\$ 25.00	\$ 8.00	85% Solar Powered. (6) EV charging stations
<b>Average</b>	<b>\$ 4.20</b>	<b>\$ 36.60</b>	<b>\$ 153.00</b>	<b>\$ 19.50</b>			<b>26.4</b>				Waiting lists are ONLY for garage which are accepting reservations.

Cumberland County Courthouse Garage      \$ 2.50    \$ 18.00    \$ 140.00    \$ 25.00    24/7    24/7    60    \$0    \$20

*Maine*  
Cumberland **County**

**CUMBERLAND COUNTY COMMISSIONERS**

**POSITION PAPER OF THE COUNTY MANAGER**

**Date:** January 13, 2020

**Subject:** Commissioner Committee Assignments - 2020

---

**Position:**

Though labeled 2020, the attached list is the 2019 Committee Assignments for the County Commissioners. The one exception is what is highlighted relating to MCCA and Risk Pool representatives. The Commissioners took action in December on these two appointments.

It is anticipated that the Commissioners will run through the list and change the list during the meeting, ultimately making a motion to accept the list as amended.

Motion: Accept the 2020 County Commissioner Assignments.

  
County Manager

# 2019 Commissioner Committees

TO BE FINALIZED AT COMMISSIONERS MEETING – JANUARY 13TH

Local Emergency Planning Committee	Commissioner Coward
Board of Trustee Liaison to Cross Insurance Arena	Commissioner Witonis
CCRCC Board of Directors	Commissioner Witonis
Greater Portland Council of Governments Alternate/Proxy	Commissioner Gorden County Manager Gailey
Liaison for the Chief Local Elected Officials	Commissioner Gorden
County Emergency Food and Shelter Program	Commissioner Jamieson
Cumberland County Public Health Council	Commissioner Cloutier
Cooperative Extension Services Board of Trustees	Commissioner Cloutier
Cumberland County Soil and Water District	Commissioner Jamieson
Municipal Oversight Committee – CDBG/HOME	Commissioner Jamieson
Metro Regional Coalition	County Manager Gailey
County Commissioners Associations Risk Pool Alternate/Proxy	Commissioner Coward County Manager Gailey
Maine County Commissioner Association Alternate/Proxy	Commissioner Gorden Commissioner Gorden
Coastal County Workforce Board	Commissioner Gorden