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CITY OF GARDINER, MAINE

SERVICES ANALYSIS
OF
POLICE, FIRE/AMBULANCE,
PUBLIC WORKS, AND LIBRARY

JULY 2015

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INTRODUCTION





CITY OF GARDINER SERVICES ANALYSIS OF POLICE, FIRE/AMBULANCE, PUBLIC WORKS and LIBRARY

INTRODUCTION

The City of Gardiner, Maine, engaged the services of Municipal Resources, Inc. (MRI) to review the police, fire/ambulance, public works, and library services provided by the City, and to describe potential opportunities for providing these services more efficiently through alternative delivery models, restructuring, reducing, or eliminating these as City-provided services, as well as ways to enhance revenues.

A team of subject experts was assigned to each of the City services subject to this review; police, fire/ambulance, public works, and library. Given the very different nature of the services being reviewed, each team went about its work independently. The independent reports of each of these teams is assembled into a single document for the purpose of presentation, but each report is designed to stand alone as it contains specific information related to the particular subject of review. Relevant alternatives and recommendations are contained within each of the subject specific reports.

It must be noted that this project was undertaken with a significant amount of assistance by the City of Gardner staff in providing documentation, data, comparable information, and coordinating data collection with other towns/cities. The MRI teams appreciate the cooperation and hard work of City staff.

DEPARTMENT OF PUBLIC WORKS



Municipal
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REPORT
DEPARTMENT OF PUBLIC WORKS
GARDINER, MAINE
SERVICE DELIVERY ANALYSIS
JULY 2015

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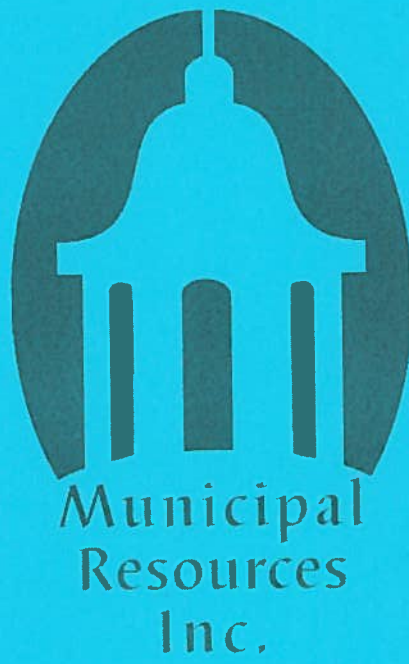


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REPORT





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REPORT

HIGHWAY DEPARTMENT

GARDINER, MAINE

SERVICE DELIVERY ANALYSIS

JULY 2015

OVERVIEW

The City of Gardiner's Public Works Department is comprised of Highway, Wastewater Collection, and Buildings and Grounds operations for the City. The Department is responsible for all Highway operations for the City and some shared operations with Maine DOT; i.e., Urban Compact and winter summer roads. Additionally, the Department provides maintenance for the wastewater collection system. The Building and Grounds Department provides the usual maintenance for City buildings and outdoor facilities including custodial, landscaping, cemeteries, rail trail, and solid waste services in these areas. Residential solid waste services are regional with the City of Augusta. Wastewater Treatment is a separate department and financed as an enterprise fund. The Gardiner Water District is separate from the City, all water supply and distribution maintenance falls under this District.

Winter Operations

Winter operations are a critical component of DPW operations in the northeast. Typically, a plow route is 10 miles (20 lane miles), downtown or congested areas require additional support, plus supervision. The Gardiner Highway Department's winter operation is approximate to this guideline; 111 lane miles approximately, plow routes are either 5 or 6 depending on snow fall rates, a foreman plows and provides supervision, the Building and Grounds Department provides downtown support for sidewalks, parking lots, and roads as necessary. No contracted services are associated with the plowing, sanding, and/or salting operations; however, downtown snow removal does utilize contracted trucks for the hauling portion. Snow removal is typically the first night after the plowing operations. This varies with the timing of plow operations. The winter operations were found to be well documented with the Maintenance and Operations Snow and Ice Control Plan for the City and the Sidewalk

Committee's report of 2011. This operation appears to be effective and efficient and the level of service is well balanced to personnel, equipment, and funding levels.

Other comparative towns were reviewed relative to their lane miles and snow plow routes. This comparison allows for a straight forward ratio of a very standard operation performed by the Public Works Departments. This ratio varies slightly when there are downtown cores, parking lots, and sidewalks. To date, the communities of Richmond, Berwick, and Bath have been reviewed. All three communities fell within this general guideline of 1 plow route per 20 lane miles of road. Interestingly, Berwick has 120 lane miles, approximately, and 6 plow routes, but only 4 employees. Seasonal plow drivers are hired for the winter to fill the 2 additional plow routes and these seasonal employees operate town trucks.

Contracted Services

Evaluating the impacts of contractual services within the DPW is complex and numerous. Today, specialized tasks such as road paving projects are contracted. The decisions to contract are based on the necessary equipment and manpower to accomplish the tasks; if the task requires equipment and manpower levels above the department's capabilities, the task is contracted.

If the City were to look at new/additional contracted services for the DPW, an initial place to look could be based on employee attrition; all options should be reviewed each time an employee leaves the employment of the City. This review would range from no replacement employee to utilizing contractual services and seasonal employees to offset the manpower loss. For snow removal operations, the routes will get longer with no offset of the loss. Routes would generally increase from 20 lane miles to 25 lane miles. For long term, low snowfall storms, impact would be limited. However, for storms of heavier snowfall amounts, the level of service would drop. The Snow and Ice Control Plan would need to be updated to reflect this lower level of service during storms. This could be supplemented with contractual services to meet the heavier storms, such as an on-call services. With the loss of one employee winter operations will be impacted, if this loss is offset with "on-call" contractual services, the impact will be lessened.

This assessment of the impact on operations could continue as each employee leaves, but at some point, the impact of not replacing employees with new employees will have a very clear result. The expected day-to-day responsibilities will not be made as efficiently. Additionally, you will find remaining employees potentially working longer hours, impacting overtime requirements. During winter conditions, fatigue may also become a problem area of concern. The ability of the Department's Administration to manage contracts becomes more difficult as contracts become more numerous and complex. As this approach is considered, the summer time impact follows. Choices for summer manpower reductions are not to continue with some summertime tasks; lessen mowed areas, reduce roadside maintenance, day-to-day

maintenance of buildings, parks, roadside, and equipment will all be reduced. Some of this impact can be offset with seasonal employees. Again the loss of one employee has an impact, but that impact can be offset with contract services and seasonal employees. If this approach is a one employee at a time approach, the City has time to clearly evaluate the level of services impact.

Fully Contracted Services

Conversely, to consider a wholesale move to contractual services for the DPW is considerably more complex. Staying with winter operations, the response to the complexity of numerous winter events is a monumental task. The City's winter operations range from sanding and salting, plowing roads and sidewalks, and the eventual removal of snow from downtown and other sensitive areas. It will be involved to manage the necessary contracts for these services. The operations should be overseen by City staff to assure compliance with performance of the contractors, requiring a minimum of two, or possibly three, City employees. Performance based contracts would be recommended, where snow accumulation on travelways is used as the yardstick for compliance with the contract expectations.

The financial impacts of fully outsourced operations are difficult to assess because the most advantageous arrangement to the contract service is a long-term contract to help offset the contractor's capital expense to "gear up" for winter operations. Conversely, the City's present fleet inventory becomes too much for general day-to-day operations, minus winter operations. Dissolving the inventory should help offset the cost of the contract services. Clearly the danger in this scenario is "what if" the City and the residents do not like the contract service! To partially dissolve your fleet inventory due to winter operations being contracted out and then decide to reinstate City services for winter operations would require a considerable capital investment and a new employee investment.

Financial Impacts

Under the program to evaluate positions as vacated by existing employees, the obvious first look savings is the salary and associated benefits. For a single position, rather than look at a savings of 100% of salary and benefits, the more reasonable scenario is approximately 60%, as there are likely offsets associated either with winter operations and/or summer seasonal work. There would be a minor reduction in level of service, but on a position by position assessment, any impact can be planned for. If this approach was to continue, again position by position, the financial savings would be similar until you reach the number of employees that are needed to manage the contractual services and seasonal help to maintain basic services. This level needed to oversee outside/seasonal services is approximately 3 employees. This results in 3-4 positions not being filled or a financial reduction of 1.8 to 2.4 FTE. The additional impact of a loss of FTEs would also be reflected in deferred maintenance at all levels; buildings, parks, drainage, roadways, and so on. The cost of this deferred maintenance rises quickly as you transition from

maintaining your assets to replacing your assets. The move to wholesale contractual services would result in similar avoided financial costs. Under all circumstances, the City absolutely needs to provide oversight of contractual services and seasonal employees, and this cost must be recognized as a component to contract services.

RECOMMENDATIONS

Winter Abrasives

The stored winter abrasives on site should be increased when pricing is best, such as summer. This winter caused shortages because of abrasives freezing in the aggregate sites. This is a material that doesn't go bad and is priced best outside of winter months.

Chip Seal

Serious consideration should be given to the use of 'chip seal' as a roadway surface treatment. This surface treatment accomplishes several tasks; first it seals the pavement surface helping to prevent water infiltration - particularly from snow melt; it provides a riding surface that is rough, improving traction in winter and reducing the use of abrasives; and the rough surface is slightly loud, which may result in traffic reducing speeds. Additionally, the cost per square yard is considerably less than hot bituminous concrete, extending the City's paving dollar. This application is appropriate for low volume roads, not downtown or residential subdivisions.

Wastewater Collection

The wastewater collection system maintenance is also a Highway Department responsibility. The system includes five pump stations. The department appears to have the appropriate equipment to provide this service. Regular inspections and maintenance efforts are in place and provide a good level of service. The Wastewater Treatment Facility is a separate department and provides service to two additional communities. I did not review this relationship, but as expected, equitable cost sharing is appropriate.

The Water District (supplying water to the City) is separate from the City. We reviewed cooperation and coordination and found areas of material and equipment sharing. Coordination of repairs and facility upgrades appears to be in place. Annual or semiannual meetings with the City Council, Water District, and Sewer District, are helpful to promote the cooperation and coordination of these daily operations and capital improvement planning. These meetings can also be project based.

Other Observations

- The use of wood pellets (biomass) for heating at the Highway Garage and City Hall is progressive, supports the local economy, reduces the dependence on fossil fuels, and reduces annual energy cost to heat of at least 40-50%. This effort should be promoted and expanded where possible. Every site should have an alternative source of heat, such as oil, to satisfy peak demands and backup as necessary. This is a good program!
- Participation in Maine Power Options saves on the cost of electric power throughout the year and is a good program.
- There are Tax Increment Finance Districts in place, both industrial and downtown. These are important finance tools for infrastructure improvements. Review of the expenditures that can be financed by the districts' revenues is appropriate. Some revenues may be able to be used for infrastructure maintenance in the district. This was discussed briefly on site and its limitations, but needs to be part of the overall plan.
- There is interest in the paving program and the Council support to expand this program. All options for a paving program should be considered as part of this effort, including crack sealing, chip sealing (discussed earlier), overlays, reclamation and overlay, and any and all combinations of these treatments. Extending the tax dollar to treat more roadway for the limited dollars is the challenge. Please see the Attachment A on Pavement Condition Index.
- Although the Union Collective Bargaining Agreement relations seem good, limited revenues impact money items, including wage rates. These limited revenues effect the entire community, and it will take the entire community to address the impacts. Particularly, I would recommend that the employees, union, and administration all endeavor to develop a response to this financial impact and work to answer the question how can we provide the same level of service we provide today into the future without additional financial impact or hopefully less impact? Employees may see efficiencies in areas such as winter overtime, staffing levels, maintenance techniques, and other areas, possibly sharing those savings ideas for potential wage and benefit considerations. This is only a part of the approach to reduced revenue impacts, but it is a critical component.
- Comprehensive Plan 2014 is probably the biggest challenge for the DPW as they look forward. Many of the objectives have both a short-term and a long-term impact to the DPW including Highway, Buildings and Grounds, and Wastewater Treatment. Whether it is walking, biking, passive recreation, aesthetics, etc., simply keeping up with painting crosswalks and parking spaces, and the solid waste downtown is a challenge. There needs to be a plan to help implement the Comprehensive Plan. Volunteer groups, work

programs in exchange for city/state financial support, and part-time or seasonal help can all be part of the plan to support the Comprehensive Plan. All of these options still require support from the DPW. If the Comprehensive Plan continues to move forward to make Gardiner a better place to live, work, shop, invest, and have fun, there needs to be a plan that includes the DPW.

Reduced Revenues/Reduced Appropriations

In the event there are significant reductions in revenues and appropriations for the DPW, the level of service will be reduced. The DPW has generally reduced Operations & Maintenance at many levels, there is no low hanging fruit left, and reduced appropriations will reduce the level of service. The department should review each and every position that becomes vacant, for any reason, to determine if it is needed or not by asking: Can this position's responsibilities be assigned to other remaining employees? Assigned to part-time or seasonal positions? Is the level of compensation appropriate or can it be reduced? This type of assessment should be undertaken with any and all vacancies.

The use of contract services exists today for "specialty" work such as roadway paving projects. The use of contract services for usual Operations & Maintenance has limited benefit, if any at all. If the Operations & Maintenance is specialty work not within the capabilities of the present staff, that is different and should be reviewed. If during attrition analysis vacated positions are not filled, then periodic contract service may help fill the gap. This is also an appropriate time to involve the primary stakeholders in the department, the employees. It is their jobs and families that are potentially impacted with reduced services and employees. During this analysis preventive maintenance for equipment, HVAC, vehicles, buildings, and other assets can help reduce major repairs and unanticipated replacements.

The Public Works Department is often viewed first for expenditure reductions in materials and programs as this can be partially accomplished without a reduction in personnel. Unfortunately, this approach defers maintenance of assets and increases costs into the future. Better to maintain your present assets than replace at a higher cost at a later time. Again please review attachment for the Pavement Condition Index in Appendix A as an illustration of this concept.

PROJECT TEAM

Project Manager/Consultant

Alan S. Gould, Vice President and Chief Operating Officer, is a graduate of Saint Anselm College with a BS degree in Criminal Justice. He is certified as a Public Manager by the American Academy of Certified Public Managers and has completed numerous management and leadership programs including the Babson Command Training Institute and the FBI's LEEDS program. He is recognized for his creativity in community policing and his leadership in promoting ethics in the law enforcement community. Mr. Gould began his public sector career with the Salem, NH, Police Department where, during 21 years, he served at all ranks of the Department. He served as Chief of Police in Rye, NH, where, upon retirement from law enforcement, he was appointed and served as Town Administrator until joining MRI in 2008. Mr. Gould served as the Ethics Instructor at the New Hampshire Police Academy for 15 years and has been an instructor of college courses in Criminal Code, Criminal Investigation, Report Writing, Constitutional Law, and Juvenile Delinquency. Among his many community involvements, Alan served as an initial incorporator of two non-profit organizations; one addressing family violence and visitation issues, and the other established to help seniors remain in their homes as they age. He continues to serve as Deputy Emergency Management Director in the coastal community of Rye, NH, located within the Seabrook Nuclear Power Plant's Emergency Planning Zone. In addition to his responsibilities as MRI's Chief Operating Officer, Mr. Gould manages most of the company's public safety projects including operational studies and "internal" investigations. Mr. Gould also specializes in recruitment/selection processes for executive level municipal positions and has completed dozens of processes for top management positions throughout New England.

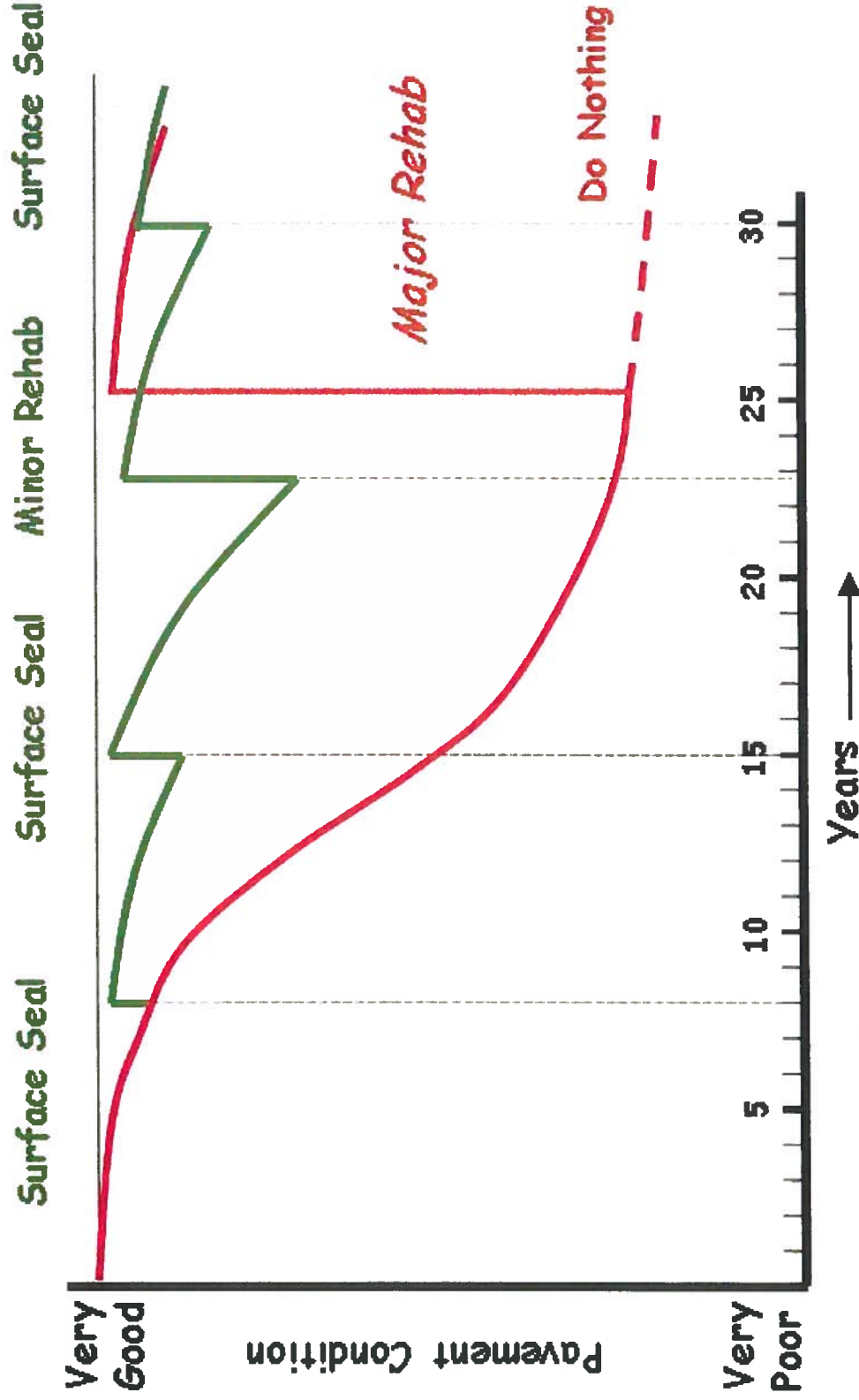
Team Member(s)

Rodney Bartlett is currently the Director of Public Works for the Town of Peterborough, New Hampshire. Prior to joining the Town of Peterborough, Mr. Bartlett was the Director of Public Works for the Town of Salem, New Hampshire, from 1998 to 2006, and has held several positions in the Town of Derry, New Hampshire, from 1979 to 1990, including Community and Economic Development Director, Town Administrator, and Director of Public Works. Mr. Bartlett has a BS in Civil Engineering from the UMass Amherst and has Graduate studies towards a MS in Civil Engineering at UMass Amherst. Mr. Bartlett serves as a subject advisor to MRI and will occasionally work on a project team.

APPENDIX A



Pavement Management with "Good Roads Cost Less" Preservation Strategies



FIRE DEPARTMENT



REPORT
CITY OF GARDINER, MAINE
FIRE DEPARTMENT
JULY 2015

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REPORT



Municipal
Resources
Inc.



REPORT

CITY OF GARDINER, MAINE

FIRE DEPARTMENT

JULY 2015

INTRODUCTION

Municipal Resources, Inc. (MRI) was retained by the City of Gardiner, Maine, to perform a review and analysis of the Gardiner Fire Department's current levels of service and staffing, budget, and revenues. The MRI team analyzed the current level of services provided by the fire department. Based on the budget, organizational structure, staffing levels, operational efficiency, and effectiveness, we identified alternative service delivery models, including outsourcing, consolidation, and regional opportunities in order to improve the efficiency and effectiveness of the fire department and the emergency ambulance transport services. This analysis shows how potential savings and changes in staffing may impact the level of services on the community. One of the goals of this report is to establish whether the best approach for the City of Gardiner shall continue to be the use of the Gardiner Fire Department, its fire service equipment, and personnel, to provide 9-1-1 emergency medical transport services. This analysis also includes potential restructuring of service delivery, fees for service, or other ways to gain efficiencies. Further, the report describes how those changes may have potential consequences in meeting local, state, or federal statutory or regulatory requirements. This report includes a comparison benchmarking of five comparable Maine communities.

MRI has made recommendations for improvements that take into consideration the current and future financial ability of the community, appropriate modifications to the delivery systems to provide optimum service to the entire community, efficient use of resources, and whether the current organizational structure is appropriate or should be modified.

It must be noted that Chief Nelson was very cooperative with the MRI team during this process. It was evident that though the Chief has only been with the Gardiner Fire Department

approximately six months, he understood the issues regarding strategic planning for the Department, record storage and retrieval for developing plans, ambulance transport services and the revenues associated with that service, and developing relationships with the Department's customers, including the towns that receive contract services. As this report was being drafted, the MRI team noted that some of the recommendations that were being developed were actually being considered by the Gardiner Fire Department and implemented by the Fire Chief. One of the problems that the MRI team had in preparing this report was that data received from the Fire Chief was not always accurate and consistent. The most recent data retrieved and given to us by Chief Nelson appeared to be more accurate, and we believe that the chief is working with his staff to develop a program that will continue to maintain records that will assist in future planning.

OVERVIEW

The City of Gardiner covers 16.57 square miles in Kennebec County, just south of the City of Augusta, Maine's capital city. According to the United States Census Bureau, the City had a 2010 population of 5,800. It is estimated that the population had decreased slightly to 5,747 (-53) by 2012. With its central location near the intersections of I-95 and I-295, and within convenient driving distance of much of the rest of New England, the mountains and the coast, the City is attracting more and more visitors which regularly increases its daily population. The City features a quaint and historic downtown shopping and cultural district, numerous outdoors recreational activities including trails, a waterfront park, and boating on the Kennebec River.

The mission performed by the fire department is one of the fundamental functions of government: to ensure the safety and protection of its residents and visitors. The expectations for the quality and quantity of fire and EMS services must come from its residents and other taxpayers. There is no "right" amount of fire protection and EMS delivery. It is a constantly changing level based on the expressed needs of the community. It is the responsibility of elected officials to translate community needs into reality through direction, oversight, and the budgetary process. It is their unenviable task to maximize fire, EMS, and other services within the reality of the community's ability and willingness to pay, particularly in today's economic environment.

The Gardiner Fire Department is a combination career/call organization that provides fire protection and emergency medical services to the City at the advanced life support (ALS) level. They also provide EMS to all, or part of, seven neighboring communities. The Department operates from a single station located in the City's public safety building at 6 Church Street. Current apparatus resources include two engines, one 105' aerial ladder, and three ambulances outfitted as ALS paramedic units. Gardiner's aerial is one of only two in Kennebec County, the other operated by the Augusta Fire Department. At the time this report was being prepared in May 2015, Augusta's aerial was out of service for repair and Gardiner was on automatic response to that City for any structure fire.

Comprised of a total of twenty-two personnel, the Department is currently led by Chief Al Nelson, who has held this position for about six months. He is assisted by a civilian part-time administrative assistant whose hours are shared with the other Gardiner Departments. Although his tenure is still new, initial assessments are that Chief Nelson is doing a very good job of meeting the needs of the Department and the community that it serves. He has made significant progress in re-establishing productive, working relationships with neighboring departments, increased and improved training, and developed a number of needed plans and policies.

There are fourteen additional career personnel (besides the chief) who work a three platoon, 48 hour work week rotation. Each platoon consists of one captain, one lieutenant, and two firefighters. Two additional firefighters serve as “floaters” who cover vacancies on the platoons for personnel on leave. With the exception of two personnel, all of the career personnel are certified paramedics who can provide ALS level care to patients. The two personnel who are not paramedics are advanced level emergency medical technicians (EMT). The department’s roster currently lists a total of six call members; however, only one is reported to be active and respond with any regularity.

Fire departments have become the first-line medical responder for critical illness and injury in virtually every community in Maine. Regardless of whatever agency provides medical transportation services, the fire service is the agency that first delivers on-scene health care services under most true emergency conditions. Fire department EMS systems are strategically positioned to deliver time critical response and effective patient care rapidly. Furthermore, the fire service-based EMS accomplishes this rapid first response while emphasizing responder safety, sending competent and compassionate workers, and delivering cost-effective operations. Typically these responders are local and often are residents of that community. When fire departments respond, they typically do so with personnel that are familiar with their community under the local community hazards and often form relationships with patients that may frequently require their services.

Although the role of the fire service is central in 9-1-1 emergency medical response, financial, political, cultural, and organizational factors often can make the conversation about pre-hospital care providers confusing and complex for many decision makers in local communities. Based on emergency medicine (EM) literature, there are both pros and cons to the various approaches. Studies show that the most likely time to create error in medical care is when care is transferred from one provider to another in a relatively short encounter time. Such circumstances require that the fire service regularly exercise the leadership needed to ensure that integration of the parts of the pre-hospital emergency care system are coordinated well, with maximum benefit to the patient, and minimum risk to the community. Whether that agency or department can adequately and efficiently provide transport services must be determined by the local governing body. When fire departments are unable to respond in a

timely fashion to fire and rescue calls because they are unavailable or out of service because they are providing emergency medical transport services, the community must evaluate whether to provide that service. Further, if the costs to provide those services are not adequately offset by the revenues received from patient/insurance reimbursements, the City must evaluate the true cost/benefit of providing those services.

OBSERVATIONS

Current Level of Service and Staffing

The emergency scene in general, and the fire ground involving a structure fire in particular, is a dynamic, dangerous, frequently unpredictable, and rapidly changing environment where conditions can deteriorate very quickly, placing firefighters in extreme personal danger. The operations necessary to successfully extinguish a structure fire, and do so effectively, efficiently, and safely, requires a carefully coordinated, and controlled, plan of action, where certain operations, such as venting ahead of the advancing interior hose line(s), must be carried out with a high degree of precision and timing. If there are not enough personnel on the incident initially to perform all of the critical tasks, some will, out of necessity, be delayed. NFPA 1710¹ recommends that the first fire unit arrive on scene within six minutes of receipt of the call (four minutes after completion of dispatch) and an entire compliment of sixteen personnel arrive on scene within eight minutes of dispatch.

- Paragraph 5.2.4.2.2 *Initial Full Alarm Assignment Capability* establishes the following **minimum** personnel requirements on the full first alarm assignment which should arrive on scene within eight minutes of dispatch 90% of the time.

¹ National Fire Protection Association (NFPA) Standard 1710 – *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* (2010 Edition) is the nationally recognized consensus standard on staffing and deployment by career fire departments. It is the benchmark standard that the United States Department of Homeland Security utilizes when evaluating applications for staffing grants under the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. It's companion standard for departments that are fully, or primarily, volunteer/call is NFPA Standard 1720 – *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments* (2010 Edition).

TASK	# Personnel
Incident Commander	1
Attack engine driver/operator	1
Water supply engine driver/operator	1
Two hand lines with two personnel each	4
Support/back-up firefighter for each handling	2
Search & rescue team	2
Ventilation team	2
Ladder company driver/operator	1
Rapid intervention team (RIT)	2
TOTAL MINIMUM NUMBER OF PERSONNEL	16

Minimum personnel requirements for career or primarily career fire departments on the full first alarm assignment which is recommended should arrive on scene within eight minutes of dispatch.

By way of comparison, NFPA 1720, which is applied to primarily call/volunteer fire departments, requires just six personnel on scene within fourteen minutes of dispatch in a primarily rural community such as Gardiner (< 500 people per square mile). Even for a suburban community (500 – 1,000 persons per square mile) the recommendation is ten personnel within ten minutes. Both of these recommendations carry a recommended 80% compliance rate.

Beyond the NFPA standard(s), which as standards do not carry the weight of regulation or law, is the Occupational Safety and Health Administration (OSHA) Respiratory Protection Standard – CFR 1910.134, which does carry the weight and force of regulation, thus making compliance mandatory. One key provision of the Respiratory Protection Standard that is directly applicable to fire department staffing is known as the “Two-In/Two-Out” rule. In brief, this regulation specifies that anytime firefighters operate in an environment/atmosphere that is “immediately dangerous to life and health” (IDLH), whenever two members enter the IDLH area together/as a team, they must maintain visual, or voice, communication with two additional firefighters who must remain outside of the IDLH atmosphere, prepared to render immediate emergency assistance to those inside. However, the OSHA rule does provide an exception which states that the rule does not apply in emergency rescue situations where a person is visible, and in need of immediate rescue, or there is credible and reasonable information that potentially viable victims are still in need of rescue.

To comply with the “Two-In/Two-Out” rule, a team of four firefighters must be assembled before an interior fire attack can be made when the fire has progressed beyond the incipient stage, except in an imminent life threatening situation when immediate action could prevent the loss of life, or serious injury, before the team of four firefighters are assembled. The serious concern of the MRI study team is that the OSHA “Two-In/Two-Out” rule permits an exception for life hazard or rescue situations. The reality is that in one of the most serious life hazard fire

situations that can be encountered, trapped civilians, a firefighter may need to place himself/herself in extreme danger by entering the structure alone.

A commonly accepted standard of care based on stroke and cardiac arrest protocols is to have a unit on scene at a medical emergency within six minutes. This is consistent with NFPA 1710, which suggests that a unit with first responder or higher level training, and equipped with an AED, should also be on scene within six minutes of the receipt of the emergency call (four minutes after conclusion of dispatch and an ALS unit (if necessary) be on scene within eight minutes). CAAS² recommends that an ambulance arrive on scene within eight minutes, fifty-nine seconds (8:59) of dispatch. Ultimately, determining the acceptable level of risk they are willing to assume for the citizens they represent will be a key decision that the City administration will need to make.

As noted above, the GFD operates from a single fire station located at the Municipal Public Safety Building. Normal on duty staffing is four personnel – two officers (one captain who serves as the platoon commander, and one lieutenant) and two firefighters. All department personnel, except two, are firefighter paramedics. When an officer is on leave, the platoon can operate with just one officer and three firefighters.

On paper there is a call contingent to the department. This would be expected in a community of 5,800 residents. However, in reality, the call department has just a single active member who responds to incidents with regularity.

As with most fire departments that provide the service, EMS incidents make up the majority of the Gardiner Fire Department's responses. Based upon that fact, the department's on duty staffing resources are generally adequate to handle two simultaneous or overlapping EMS incidents. When an incident is dispatched, two personnel, usually an officer and a firefighter, respond. If there is only one officer on duty, then two firefighters will handle the response. Should another incident come in while that unit is out, the officer and the remaining firefighter will respond with a second ambulance. When two EMS units are out on incidents at the same time, a "Code 22" is dispatched, which recalls off duty personnel to cover the station. However, it was reported to the MRI study team that the success rate on these pages is very poor, with only one member returning on a regular basis.

For fire incidents, with four personnel on duty, the department can adequately respond initially, and comply with "Two-In/Two-Out", provided all personnel are immediately available. If two personnel are out on an ambulance call, then only two personnel will be available, thus delaying compliance with "Two-In/Two-Out" and requiring adjustments to the initial tactics employed. Until Chief Nelson assumed command of the department, there was no other

² The Commission on Accreditation of Ambulance Services (CAAS) is an independent commission that established a comprehensive series of standards for the ambulance service industry.

automatic aid dispatched to assist Gardiner with reported structure fires. This is problematic in that the City is surrounded by fully call/volunteer departments; responses may be delayed, or not occur at all, particularly during the day. Chief Nelson has since implemented automatic responses from the City of Augusta for an engine, rescue and battalion chief with five personnel and the Togus VA hospital with two personnel and an engine. While travel distances to Gardiner lengthen the response times for these personnel, with the on duty Gardiner staff they do provide a guaranteed initial response of at least eleven personnel. In addition, all off duty Gardiner firefighters are paged for reported structure fires. If additional assistance is still required, a second alarm is transmitted which brings surrounding call/volunteer departments to the scene.

The MRI study team does have some questions regarding the need for two officers on platoons that only have four personnel. This equates to fifty percent (50%) of the platoon strength. Under the Incident Management System, the recommended span of control for each officer is between three and seven, with five considered optimal. The vast majority of departments with this platoon strength would have just a single officer. However, the rationale behind the second officer is sound also. The study team was informed that when the position of lieutenant was created several years ago, one of the driving factors was to ensure that there was always a full-fledged, qualified officer on duty rather than using “acting” officers who might not have wanted the added responsibility, or in certain cases, even been qualified to hold the position. In addition, having two officers working most of the time provides additional supervision of emergency incidents, including those just requiring response of an ambulance, and back at the station.

The team also believes that the City and fire department could possibly achieve some efficiencies and certainly increased productivity (although not necessarily real dollar cost savings) through some adjustments to the work schedule and personnel deployment models utilized. Department personnel currently work a three platoon system, which in its pure form, averages out to a fifty-six hour work week. This is a much more efficient and economical work schedule than the four platoon, forty-two hour work schedule found in many northeastern fire departments. The only slight drawback is that the federal Fair Labor Standards Act (FLSA) requires that firefighters who actually work more than fifty-three hours in a week be paid one and one-half times their normal rate of pay for hours above fifty-three. An alternative to this requirement is to reduce the hours below fifty-three through the use of periodic “Kelly Days” where each firefighter has a scheduled day off when their platoon is normally working. This is the system in use in Gardiner where the firefighters actually average forty-eight hours per week. These Kelly Days are covered by the “float” firefighters.

While the City would need to perform more in depth cost-benefit analysis, we believe that it may benefit the City to eliminate the use of the Kelly Days, and have the fire personnel on shift work the full fifty-six hour week. The two float firefighters could then be assigned to straight day work during the week to provide additional staffing during the time when:

- 1) Call personnel are unavailable (or less available) due to their full-time employment commitments.
- 2) Call volume is generally higher.
- 3) The need for performing various non-emergency duties and functions is greatest.

Among the additional duties the career personnel could perform, in addition to being able to staff either two or even three ambulances, or still be able to more quickly and/or fully comply with “Two-In/Two-Out” even if one ambulance is out on a call could include:

- performing fire prevention inspections and other fire prevention activities, thus relieving workload from the Building Department
- developing pre-fire/incident plans
- performing fire apparatus, tool, and equipment inspections, testing, and maintenance
- performing basic station maintenance
- performing fire hydrant testing, maintenance, and flow testing
- assisting the fire/rescue chief with various day-to-day administrative duties and/or special projects.

As mentioned briefly above, the Gardiner Fire Department has evolved into a full-time career department, with just one active call member. This type of situation is very rare in a community the size of Gardiner, where community spirit still tends to nurture call and volunteer fire departments. However, the Gardiner Fire Department does not have a formal recruitment and retention program for call personnel, and has only very infrequently actively recruited for new members. There is no mention of the need for additional members on the department’s website, or even a person to contact if someone is interested in joining the department. This is something that is frequently displayed very prominently on the websites of many call/volunteer departments.

A fire department report prepared in 2003 for another community by Maine Fire Training and Education noted that most call and volunteer fire departments serving small to medium sized communities throughout Maine anticipate that about one percent of its year round population will be members of the fire department. This would equate to about fifty-eight members in Gardiner. While we believe this figure is overly optimistic, if we cut it in half and said one half of

one percent, the department could still anticipate a membership of twenty-nine residents of the City.

There are a number of things that the City of Gardiner and the Gardiner Fire Department could try as part of their efforts to increase the number of call firefighters in the department. These suggestions include, but are certainly not limited to:

- Working with local businesses in an attempt to form partnerships that would allow employees to leave work to respond to emergency incidents when needed.
- Creating a marketing program to recruit new personnel into the department.
- Hire a volunteer firefighter “Recruitment and Retention Coordinator” to develop, implement, and coordinate these activities. This could possibly be undertaken by a number of communities as a regional endeavor.
- Nurture the volunteer/call fire department.
- Provide a tax abatement incentive for volunteer firefighters modeled after a program in place in the State of Connecticut.

The federal government has a version of the Staffing for Fire and Emergency Response (SAFER) grant program that pertains strictly to volunteer and on-call firefighters. It provides competitively awarded funds to municipalities to recruit and retain on-call and volunteer firefighters. The grants fund expenses such as recruitment campaigns, and can provide money for such as expenses as tuition for college curriculums in fire science, for EMT and paramedic training, health insurance for call members, physical fitness programs, uniforms, and various tax incentives offered to attract new candidates to join the fire department, and then stay for an extended period of time. We believe that the city/department should attempt to secure a SAFER grant to recruit and retain on-call members, citing an attempt to meet the NFPA 1720 fire response standards.

As is typical of many smaller fire departments, in addition to their fundamental fire and rescue duties, the Gardiner Fire Department provides basic specialized/technical rescue services to the community such as water and ice rescue, hazardous materials incident response, etc. Gardiner’s capabilities for more complex (and dangerous) technical rescue incidents such as rapid water, high angle and confined space is very limited. For these larger and/or more complex incidents, these departments generally rely on a larger neighbor, or utilize regional teams. In the case of Gardiner, the fire department relies on Augusta to provide technical operations response for those incidents.

With Gardiner, Augusta, and the Togus VA hospital being the only fire departments in the area with career staffing, but all of them still operating at minimal staffing levels, further development of capabilities related to these specialty disciplines provides an excellent opportunity for a regional approach to service delivery and should be supported and encouraged. In addition to the general operational benefits and improved emergency service delivery that this type of regional approach fosters, through more effective cooperation between various departments and personnel, it can also, long term, provide a foundation for the regionalization of all fire and rescue services in the Gardiner/Augusta area.

During the course of this assessment the MRI study team was informed that until recently, relationships with surrounding departments had not really been developed. In fact, Chief Nelson described the culture in the area as being one of self-contained “silos” where each individual community primarily looked at their own narrowly focused needs and operations with little to no consideration of more wide scale, or bigger picture, types of needs and operational assessments. Since being appointed, Chief Nelson has worked to try to cultivate and develop those relationships with an eye toward beginning to develop a more regional approach to the provision of fire rescue services in the Gardiner area. Gardiner already provides some level of EMS service to at least parts of seven other communities. The chief has implemented automatic aid agreements with Augusta and the Togus VA hospital for immediate response to structure fires. Technical and special operations are, out of necessity, approached on a regional basis. Chief Nelson believes that the pending transfer of Gardiner to the Lincoln County RECC will enhance opportunities for more automatic and regional aid.

Chief Nelson believes, that in time, the development of closer relationships between the departments in the area will lead to a more regional approach to the delivery of fire and rescue services, and may ultimately lead to the development of a regional fire and EMS service. In essence since this is already done with EMS, it would be a logical next step to expand the concept to fire operations. With all of the fire departments around Gardiner being fully call/volunteer, with the exception of Augusta and Togus, there would seem to be opportunities for Gardiner to enter into cooperative, or contractual, agreements with these communities to provide at least some level of automatic response to these towns for fire incidents. The implementation of agreements of this type would be a win-win for all communities involved. The other towns would receive a guaranteed response to fire incidents and could experience a long term reduction in their costs for fire protection, particularly capital expenditures, through opportunities to reduce, or eliminate, duplicate apparatus, equipment and possibly even stations. In return, Gardiner could generate funds that would help to offset the costs of maintaining their current levels of staffing and operations.

One particular opportunity for the development of a regional endeavor may exist right now between Gardiner and Randolph, which is located directly across the Kennebec River. Randolph is currently considering the construction of a new fire station that would literally be within sight of Gardiner. While there have been some very preliminary discussions regarding possibilities

that may exist regarding this situation and need, they have apparently not progressed very far. Gardiner is encouraged to consider pursuing discussions regarding possibly contracting to provide service to this community.

CALL VOLUMES 2011, 2012, 2013, and 2014

	2011	2012	2013	2014
Call Type				
Structure Fire	21	17	15	25
False Alarm/Good Intent	65	62	53	72
Vehicle Fire	5	3	3	7
Vegetation Fire	7	12	9	9
EMS @ ALS Level	1990	1929	1906	2016
EMS Scheduled BLS Transport	10	2	1	9
Vehicle Accident w/o Extrication	117	155	185	146
Vehicle Extrications	6	5	5	8
Other Rescue	1	2	3	5
Haz Mat Response	60	23	25	35
Service Calls	19	9	13	23
Other	2	13	8	24
TOTAL	2303	2232	2226	2240

While the creation of truly regional fire and EMS departments has rarely occurred in New England or the northeast, in reality the concept has been in place for many years through the provision of mutual and/or automatic aid. While the two terms are essentially similar there is also a significant difference. In fact, with the exception of the larger communities, almost all small to medium size municipalities rely on the assistance of their neighbors through either mutual or automatic aid to be able to successfully handle any incident of significance including in many cases the proverbial “bread and butter” single family dwelling fire. The use of these agreements allow communities to more closely meet various recommended standards such as NFPA 1710/1720 and industry best practices, as well as improving operational effectiveness, efficiency, and safety. One firefighter interviewed by MRI during the course of a previous study we completed, made the observation that in his area, “In practice we are already a regional fire department, the only thing we need to change to make it official is the patches on our uniforms and the names on our apparatus.”

Generally speaking, mutual aid is a system that is in place where neighboring departments respond to assist each other with incidents. They may be requested to provide basic resources such as engines, or more specialized resources that they don't have, such as an aerial ladder or water tankers/tenders. With mutual aid, the incident commander (IC) of an incident will request either predetermined resources, or may indicate specialized resources required to successfully mitigate the incident he/she is commanding. Since they all rely on, and benefit from the system, mutual aid is usually always reciprocal between the participating communities.

Automatic aid operates under the same concept as mutual aid. The main difference is that with automatic aid the additional resources are dispatched automatically and immediately, at the time the incident is initially dispatched, to the community in which the incident is located in. There is no delay in waiting for the additional resources to be requested. As mentioned previously, Gardiner has recently implemented the response of additional resources, both personnel and apparatus, from Augusta and the Togus VA hospital, for any reported structure fire in the City. Gardiner is responding automatically to Augusta for structure fires since their ladder is currently out of service.

The dispatching of resources to Gardiner is done through the use of "run cards" that the fire department has developed. These cards are currently in the process of being revised and updated to better meet the evolving needs of the department and community. In the interim, the incident commander will normally specify which resources are being requested. Gardiner, Augusta, and Togus are dispatched for any reported structure fire in the City. If the incident exceeds the capabilities of those resources and additional assistance is required, a second alarm is transmitted. The second alarm brings the surrounding volunteer departments. Gardiner also has the ability to transmit a "rural" second alarm which brings additional water tankers/tenders to the incident if there are no hydrants in the area to move the water necessary for firefighting to the scene. Gardiner does have formal, signed, mutual aid agreements with most of its surrounding communities, although the chief admitted that some of them may be outdated and should be revised and updated.

MUTUAL and AUTOMATIC AID

	2011	2012	2013	2014
Mutual Aid Received	11	2	10	11
Automatic Aid Received	1	0	2	1
Mutual Aid Provided	3	6	8	3
Automatic Aid Provided	0	1	0	0
Mutual/Auto Aid involving structure fires	15	9	20	15

From the perspective of effective emergency response, there are three main factors that are used to help determine the deployment of resources: response time, travel distance, and call volume. For most evaluations, response time is the most critical factor, particularly for emergency medical incidents. It is not just a cliché that during critical life threatening situations, minutes, and even seconds, truly do count. Heart attack and stroke victims require rapid intervention, care, and transport to a medical facility. The longer the time duration without care, the less likely the patient is to fully recover. Numerous studies have shown that irreversible brain damage can occur if the brain is deprived of oxygen for more than four minutes. In addition, the potential for successful resuscitation during cardiac arrest decreases exponentially with each passing minute that cardio-pulmonary resuscitation (CPR), or cardiac defibrillation, is delayed.

Structural firefighting has become far more challenging and dangerous in the last thirty years with the introduction of significant quantities of plastic and foam based products into homes and businesses (*e.g.*, furnishings, mattresses, bedding, plumbing and electrical components, home and business electronics, decorative materials, insulation, and structural components). These materials ignite and burn quickly, and produce extreme heat and toxic smoke. A fire can double in size and intensity every thirty seconds, so a quick, effective response and attack is essential to successful incident mitigation. If firefighters cannot arrive in a timely manner and attack the fire quickly, a strong possibility exists that a dangerous flashover (simultaneous ignition of the all combustible materials in a room) will occur. Flashover can occur within five to seven minutes of fire ignition, and is one of the most dangerous events that a trapped civilian, or firefighter, can face, and is not survivable for either. When a flashover occurs, initial firefighting forces are generally overwhelmed and will require significantly more resources to affect fire control and extinguishment.

In acknowledgement of these facts, NFPA 1710 recommends that a unit with first responder or higher level training, and equipped with an AED, should also be on scene within six minutes of the receipt of the emergency medical call (four minutes after conclusion of dispatch) and an ALS unit (if necessary) be on scene within eight minutes. For fire incidents, the first unit should arrive on location within six minutes after receipt of the call and four minutes after conclusion of the dispatch.

GARDINER DATA

The data that the MRI team received from the Fire Department for Calendar Year 2012 through Calendar Year 2014 only measured response times to the nearest minutes. The Department receives this information from the Maine EMS records. They receive their documentation for the actual response and arrival times from the Dispatch records, which is used for the final fire/EMS report. These times may not always be accurate without more technical tracking of dispatch, response, and arrival times. The response times are only measured and maintained to the nearest minute, and thus can be significantly skewed. The actual response times could be anywhere in a range of as much as nearly two minutes in duration. For example, a recorded four minute response time could be as little as three minutes and one second, and as much as four minutes and fifty-nine seconds. The average response times for the Gardiner Fire Department based on these records was six minutes and twenty seconds.

Response Times (minutes)		
Minutes	Incidents	Percentage
<1	40	3.4%
1	44	3.7%
2	109	9.2%
3	130	11.0%
4	108	9.1%
5	174	14.7%
6	116	9.8%
7	105	8.9%
8	77	6.5%
9	57	4.8%
10	47	3.9%
>10	169	15.0%

With an average response time of six minutes, twenty seconds (6:20), the Gardiner Fire Department in all probability meets NFPA standards for basic response times in the central Gardiner area, with response times increasing, and compliance percentages decreasing, the farther out from the fire station the incident is, particularly in the surrounding communities.

Still, as noted above, nearly 40% of all incidents (39.1%) have response times in excess of six minutes.

One of the issues that fire departments throughout the country are dealing with is simultaneous calls. When a smaller community has concurrent or simultaneous emergency incidents, its resources are frequently strained beyond the capability of that emergency service. The Gardiner Fire Department is capable of handling only one major incident at a time. When a second incident occurs, it requires using the On-Call fire personnel members, recalled personnel from the Gardiner Department, and mutual aid from Departments throughout the region. For obvious reasons this causes delays in response and service deliverability. Of the approximate 2,200 emergency calls that Gardiner Fire responds to, fifteen percent (15%) of those are concurrent calls, and five percent (5%) of all calls are a multiple simultaneous call (see table below). The MRI team did not have sufficient data to determine when most simultaneous calls occur (day of the week, times of day, or time of year). Developing a regional response plan, augmenting the mutual and automatic aid plans, and increasing the On-Call Department can assist in dealing with this issue.

	2014
2 calls	306
3 calls	65
4 calls	21
5 calls	6
6 calls	3
7 calls	2
Calls given to Augusta FD	19
Calls given to Northeast Ambulance	1

(Per Gardiner Fire Department no data available for 2011 through 2013)

At the time of this study, the Gardiner Fire Department is being dispatched by the Maine State Police through the Augusta Regional Emergency Communications Center (RECC). The cost of this service is \$75,000 annually. Virtually all of the surrounding departments are dispatched by the Lincoln County RECC, except for the City of Augusta, which has its own dispatch center. The department is making plans to transfer its operations to the Lincoln County RECC before the end of 2015. A vote on their proposal was scheduled for June 3 by the Gardiner City Council. If approved, the City is required to provide the Augusta RECC with six months' notice of their intention to leave.

Chief Nelson believes that there will be a number of benefits to be realized by Gardiner moving dispatch operations to Lincoln County, many of them operational in nature. First, all departments will now be operating on the same radio frequency and communications (with the exception of the City of Augusta) will be coordinated at the same location. In addition to the

ability to more seamlessly utilize automatic aid for response to incidents, it is hoped that this arrangement will assist with building stronger, more productive relationships between the various emergency services entities who will frequently operate together. Some emergency services leaders in the area feel that the development of these relationships may eventually lead to the formation of a regional fire department.

Fiscally, there are benefits to this move as well. Lincoln County will only cost Gardiner \$63,000 annually to dispatch, as opposed to the \$75,000 now being paid to the state, which equates to a yearly savings of \$12,000. This cost will be divided up as 80% police, 18% EMS, and 2% fire.

Emergency Medical Service Transport

The Gardiner Fire Department is typical of many Maine fire departments responding to fire, rescue, hazardous material incidents, and emergency medical calls. They also provide emergency medical transport services to Gardiner, as well as emergency ambulance transport to seven other local communities. The Gardiner Ambulance Service provides emergency medical services and transport services at the Advanced Life Support (ALS) level. This level of emergency medical care for sustaining life, includes defibrillation, airway management, drugs, and medications.

When required, the Gardiner Ambulance Service will transport to the closest appropriate facility according to Maine EMS protocols. Certain medical emergencies may require transports to hospitals out of the region and the GFD works under the guidance of medical control to determine which hospital is most appropriate to better handle the patient's emergency condition.

The Gardiner Fire Department, through its ambulance service, provides EMS and Rescue service to the communities of Gardiner, Chelsea, Dresden, Farmingdale, Litchfield, Pittston, Randolph, and West Gardiner. This is an area of approximately 240 square miles and a population of over 24,000. They provide these services through annual contracts with each community. There is an Ambulance Board made up of members of these communities, as well as persons from Gardiner that serve as a body to recommend the annual budget, as well as proposed equipment and service levels. The Gardiner Fire Chief works with the Ambulance Board, but ultimately works directly for the City of Gardiner and the City Manager.

Currently, the Ambulance Board and Fire Chief are looking at budget models that would be equitable to all the communities, as well as Gardiner. There has been some discussion about the possibility of forming a regional service.

The current payment structure for each of the contract towns is determined on a prorated formula: fifty percent is based on the most current U.S. Census population for each town; the other fifty percent is based on the average number of medical transports from that community

for the previous three years. Each town then appropriates the City of Gardiner their portion of the Ambulance Budget. The budget is based on the personnel cost of the Gardiner Fire Department using sixty-five percent of total personnel costs, and the remainder is based on the actual cost of running the ambulance service including capital costs, equipment, disposal supplies, fuel, maintenance, and training. This requires the Gardiner Fire Department to accurately determine how all costs and bills are divided between the fire and ambulance portions of their annual operating budget. Additionally, each town is billed for all uncollected ambulance transport bills for transports that occurred in their town. These bills are sent with the annual base contract bill in July. The uncollected amounts are those that occurred in the time period between 18 and 30 months prior to that July. This is due to the fact that the ambulance billing company will first attempt to collect those outstanding bills. They will then forward them to the Gardiner Fire Department so that they can make additional collection attempts using their administrative staff.

The City of Gardiner receives all revenues collected from every transport done by the Gardiner Fire Department in each of the contract towns. A recent study conducted by Municipal Resources Inc. determined that the current collection rates were less than should be expected. As such, there should be consideration as to working with COMSTAR, the current billing company to increase efforts to enhance revenues or seek proposals for another billing company. One of the issues, besides lack of revenue, is that the Ambulance Budget is based upon anticipated revenues and it appears that these projected revenues have been overly optimistic in recent years.

The MRI team did not conduct a complete operational study of the Fire Department and ambulance services, but during our on-site visits we conducted a cursory evaluation of the ambulance, equipment, and reviewed some incidents with the Fire Chief and determined it to be a well-run Department.

MRI conducted interviews with local Fire Chiefs regarding the ambulance service and all of them had no problems with the Gardiner Fire Department and its members. They all stated that they provided them with professional services and were happy with the ambulance transport service. The only concern raised was with the contract costs, especially the additional costs for unpaid transport fees for each of their towns and the “unknown” amount that that might be.

EMS CALLS

EMS TRANSPORTS and REVENUE

	Transport Revenue - FY 13						Transport Revenue - FY 14						Transport Revenue - FY 15					
	Transports	Contract Revenue	Uncollectibles	Allowable Charges	Collected	Total Revenue	Transports	Contract Revenue	Uncollectibles	Allowable Charges	Collected	Total Revenue	Transports	Contract Revenue	Uncollectibles	Allowable Charges	Collected	Total Revenue
Gardiner	785	\$29,193	\$38,350	\$349,222	\$281,817	\$416,765	840	\$36,720	\$29,590	\$369,341	\$294,122	\$360,432	886	\$31,292	\$43,086	\$424,348	\$331,848	\$406,226
Chelsea	90	\$5,033	\$3,468	\$37,907	\$34,360	\$46,408	76	\$6,780	\$1,941	\$33,377	\$29,271	\$37,992	68	\$5,637	\$3,154	\$33,373	\$25,137	\$33,928
Dresden	1	\$0	\$0	\$527	\$527	\$527	0	\$0	\$0	\$0	\$0	\$0	1	\$5,833	\$0	\$422	\$336	\$6,169
Farmingdale	260	\$14,194	\$19,929	\$108,471	\$97,574	\$142,594	312	\$18,370	\$10,658	\$126,639	\$110,747	\$139,775	242	\$15,743	\$9,796	\$104,977	\$85,916	\$111,455
Litchfield	154	\$12,279	\$10,462	\$83,351	\$63,854	\$106,092	161	\$15,054	\$16,604	\$81,285	\$70,648	\$102,306	162	\$12,469	\$8,002	\$87,959	\$68,337	\$88,808
Pittsford	110	\$9,626	\$13,825	\$49,354	\$38,891	\$72,805	110	\$12,064	\$7,867	\$54,157	\$47,184	\$67,115	109	\$9,637	\$6,307	\$55,939	\$44,353	\$60,297
Randolph	128	\$8,939	\$10,222	\$53,311	\$44,954	\$72,472	116	\$10,620	\$7,740	\$47,087	\$41,960	\$60,320	117	\$8,409	\$4,920	\$50,234	\$40,839	\$54,168
W. Gardiner	116	\$11,568	\$17,680	\$53,377	\$46,744	\$82,625	110	\$14,810	\$11,137	\$55,500	\$45,353	\$71,300	121	\$12,604	\$3,527	\$65,918	\$55,794	\$71,925
Augusta	26			\$12,461	\$8,288	\$12,461	20			\$9,841	\$6,463	\$6,463	22			\$10,224	\$7,549	\$7,549
Bowdoinham	0			\$0	\$0	\$0	0			\$0	\$0	\$0	2			\$1,260	\$1,260	\$1,260
Brunswick	0			\$0	\$0	\$0	1			\$1,031	\$567	\$567	0			\$0	\$0	\$0
Farmington	0			\$0	\$0	\$0	1			\$410	\$0	\$0	0			\$0	\$0	\$0
Hallowell	2			\$1,063	\$410	\$1,063	1			\$957	\$0	\$0	0			\$0	\$0	\$0
Monmouth	0			\$0	\$0	\$0	1			\$410	\$0	\$0	0			\$0	\$0	\$0
Randolph Ctr.	0			\$0	\$0	\$0				\$0	\$0	\$0	1			\$443	\$443	\$443
Richmond	13			\$8,990	\$5,830	\$8,990	17			\$9,733	\$10,143	\$10,143	10			\$6,404	\$6,404	\$6,404
S. Gardiner	26			\$12,434	\$10,702	\$12,434	22			\$10,357	\$10,263	\$10,263	19			\$9,200	\$6,603	\$6,603
Sidney	0			\$0	\$0	\$0	1			\$0	\$390	\$390	0			\$0	\$0	\$0
Waterville	1			\$291	\$291	\$291	0			\$0	\$0	\$0	0			\$0	\$0	\$0
Whitefield	1			\$562	\$562	\$562	1			\$772	\$772	\$772	0			\$0	\$0	\$0
Total	1713	\$90,832		\$771,321	\$634,804	\$976,089	1790					\$867,838	1760					\$855,235

Call Data - Comparative Fire Departments

PEER ORGANIZATION	POPULATION SERVED	SQUARE MILES	SELF DISPATCH	DISPATCHED BY
BATH, ME	11,000	40	NO	E-911 CENTER
OLD TOWN, ME	15,957*	100**	NO	PENOBSCOT RECC
PRESQUE ISLE, ME	9,700	75	YES	PRESQUE ISLE PUBLIC SAFETY DISPATCH
ROCKLAND, ME	8,810***	15.1	NO	KNOX COUNTY RECC
RUMFORD, ME	6,000	86	NO	OXFORD COUNTY RECC
AVERAGE	10,293	63.22	4 NO/ 1 YES	4 REGIONAL/1 SELF
GARDINER, ME	24,000****	240*****	NO	MAINE STATE POLICE AGUSTA RECC
DEVIATION	2.33	3.8		

* Old Town listed a population of 8,450 for fire and this population for EMS which encompasses 7 towns.

** Old Town listed 40 square miles for the town itself and 100 square miles for its full EMS coverage area in 7 towns.

*** Rockland listed a population of 7,209 for Rockland proper and 1,601 for the Town of Owl's Head where they also provide primary EMS for the total listed above.

**** The population of the City of Gardiner is 5,800. The population in this table reflects the total population that Gardiner provides EMS services to in all or part of 7 neighboring communities.

*****The City of Gardiner occupies as total of 16.57 square miles. The figure in the table is the total square mileage of the area that Gardiner provides primary EMS coverage to.

Fiscal Year 2014 – Fire Department Staffing

PEER ORGANIZATION	NUMBER OF FULL-TIME EMPLOYEES	NUMBER OF FULL-TIME CAREER FIREFIGHTERS	NUMBER OF ON CALL/PER DIEM FIREFIGHTERS	NUMBER OF VOLUNTEER FIREFIGHTERS
BATH, ME	23	22	0	0
OLD TOWN, ME	19	19	0	0
PRESQUE ISLE, ME	15	13	8	26
ROCKLAND, ME	18	16	15	0
RUMFORD, ME	10	10	16	3
AVERAGE	17	16	7.8	5.8
GARDINER, ME	15	15	5*	0
DEVIATION	.88	.94	.64	

*Only 1 reported to respond with any regularity.

Fiscal Year 2012 Fire Department Budgets

PEER ORGANIZATION	GROSS BUDGET 2012	OPERATIONS BUDGET 2012	PERSONNEL BUDGET 2012	OVERTIME BUDGET 2012	CAPITAL BUDGET 2012	ANNUAL REVENUE 2012
BATH, ME	\$1,479,000	\$184,000	\$1,010,000	\$113,000	\$172,000	\$495,000
OLD TOWN, ME	\$1,640,000	\$416,000	\$1,224,000	\$168,000	N/A*	\$655,000
PRESQUE ISLE, ME	\$ 847,857	\$ 98,825	\$ 637,632	\$111,400	\$ 52,500	\$ 47,500
ROCKLAND, ME	\$1,439,732	\$123,525	\$1,316,207	\$ 80,500	\$ - 0 -	\$263,667
RUMFORD, ME	\$ 918,405	\$685,113	\$ 802,297	\$ 24,469	\$103,725	\$ 8,000
AVERAGE	\$1,264,999	\$265,129	\$998,027	\$99,474	\$ 82,056	\$293,833
GARDINER, ME	\$1,600,925	\$516,897	\$888,512	\$89,801	\$105,715	
DEVIATION	1.27	1.95	.89	.90	1.29	

*Old Town reports city wide capital budget of \$300,000. Not department specific.

Fiscal Year 2013 Fire Department Budgets PEER ORGANIZATION	GROSS BUDGET 2013	OPERATIONS BUDGET 2013	PERSONNEL BUDGET 2013	OVERTIME BUDGET 2013	CAPITAL BUDGET 2013	ANNUAL REVENUE 2013
BATH, ME	\$1,551,000	\$164,000	\$1,041,000	\$183,000	\$163,000	\$526,000
OLD TOWN, ME	\$1,670,000	\$416,000	\$1,254,000	\$138,000	N/A*	\$730,000
PRESQUE ISLE, ME	\$ 880,536	\$102,950	\$ 700,553	\$ 77,033	\$172,500	\$127,500
ROCKLAND, ME	\$1,502,099	\$128,920	\$1,373,179	\$ 86,500	\$ - 0 -	\$288,204
RUMFORD, ME	\$ 968,488	\$722,069	\$ 851,343	\$ 68,100	\$156,000	\$ 8,000
AVERAGE	\$1,314,425	\$306,788	\$1,044,015	\$110,527	\$122,875	\$335,941
GARDINER, ME	\$1,573,986	\$477,145	\$906,349	\$89,801	\$100,691	\$934,876
FIRE	\$639,110	\$363,439	\$183,241	\$17,960	\$74,470	\$934,876
AMB.	\$934,876	\$113,706	\$723,108	\$71,841	\$26,221	
DEVIATION	1.2	1.55	.87	.81	.82	2.78

*Old Town reports city wide capital budget of \$300,000. Not department specific.

*- From all participating Towns

Fiscal Year 2014 Fire Department Budgets

PEER ORGANIZATION	GROSS BUDGET 2014	OPERATIONS BUDGET 2014	PERSONNEL BUDGET 2014	OVERTIME BUDGET 2014	CAPITAL BUDGET 2014	ANNUAL REVENUE 2014
BATH, ME	\$1,616,000	\$170,000	\$1,077,000	\$188,000	\$181,000	\$563,000
OLD TOWN, ME	\$1,700,000	\$416,000	\$1,284,000	\$140,000	N/A*	\$720,000
PRESQUE ISLE, ME	\$ 892,550	\$103,875	\$ 700,175	\$ 88,500	\$290,000	\$ 96,400
ROCKLAND, ME	\$1,561,398	\$127,344	\$1,434,054	\$ 86,500	\$ - 0 -	\$372,223
RUMFORD, ME	\$ 843,769	\$625,700	\$ 745,207	\$ 68,713	\$ 94,000	\$ 8,000
AVERAGE	\$1,322,743	\$288,584	\$1,048,087	\$114,343	\$141,250	\$351,925
GARDINER, ME	\$1,573,986	\$499,511	\$924,231	\$105,341	\$124,204	\$1,012,723 *
FIRE	\$640,564	\$361,798	\$169,773	\$83,841	\$87,493	0
AMB.	\$1,012,723	\$137,713	\$754,458	\$21,500	\$36,711	\$1,012,723
DEVIATION	1.19	1.73	.88	.92	.88	2.88

* From all participating Towns

PEER ORGANIZATION	OTHER SOURCES OF REVENUE (OTHER THAN AMBULANCE BILLING)	DESCRIPTION OF REVENUE SOURCE
BATH, ME	NONE	
OLD TOWN, ME	YES	\$75,000 FOR NEW FIRE CONTRACT WITH PENOBSCOT NATION.
PRESQUE ISLE, ME	YES	AIRPORT?
ROCKLAND, ME	NOT PROVIDED	
RUMFORD, ME	NOT REPORTED	
AVERAGE		
GARDINER, ME	YES	ANNUAL CONTRACTS FOR PROVIDING EMS SERVICE IN 7 NEIGHBORING COMMUNITIES.
DEVIATION		

PEER ORGANIZATION	TOTAL FIRE RELATED INCIDENTS 2012	TOTAL EMS RELATED INCIDENTS 2012	TOTAL PATIENTS TRANSPORTED 2012	TOTAL EMS REVENUE 2012
BATH, ME	308	1,800	NOT REPORTED	\$495,000
OLD TOWN, ME	420	1,859	NOT REPORTED	\$650,000
PRESQUE ISLE, ME	797	0	0	\$ -0-
ROCKLAND, ME	546	1,637	1,299	\$602,652
RUMFORD, ME	238	188	0	\$ - 0 -
AVERAGE	462	1,371	433	\$582,551
GARDINER, ME	146	1,929	NOT PROVIDED	\$634,656
DEVIATION	.31	1.4		1.09

PEER ORGANIZATION	AUTOMATIC AID RECEIVED 2012	AUTOMATIC AID GIVEN 2012	MUTUAL AID RECEIVED 2012	MUTUAL AID GIVEN 2012
BATH, ME	NOT REPORTED	NOT REPORTED	5	16
OLD TOWN, ME	6	5	99	135
PRESQUE ISLE, ME	0	0	5	10
ROCKLAND, ME*	NOT REPORTED	NOT REPORTED	NOT REPORTED	NOT REPORTED
RUMFORD, ME	NOT REPORTED	NOT REPORTED	43	25
AVERAGE			38	46.5
GARDINER, ME	2	0	10	8
DEVIATION			.26	.17

*Rockland reported that this data was not retrievable due to an old system.

PEER ORGANIZATION	TOTAL FIRE RELATED INCIDENTS 2013	TOTAL EMS RELATED INCIDENTS 2013	TOTAL PATIENTS TRANSPORTED 2013	TOTAL EMS REVENUE 2013
BATH, ME	348	1,931	NOT REPORTED	\$526,000
OLD TOWN, ME	479	1,861	NOT REPORTED	\$725,000
PRESQUE ISLE, ME	817	0	0	\$ - 0 -
ROCKLAND, ME	525	1,557	1,196	\$637,449
RUMFORD, ME	266	172	0	\$ - 0 -
AVERAGE	487	1,380	399	\$629,483
GARDINER, ME	185	1,990	NOT PROVIDED	\$661,653
DEVIATION	.38	1.44		1.05

PEER ORGANIZATION	AUTOMATIC AID RECEIVED 2013	AUTOMATIC AID GIVEN 2013	MUTUAL AID RECEIVED 2013	MUTUAL AID GIVEN 2013
BATH, ME	NOT REPORTED	NOT REPORTED	10	10
OLD TOWN, ME	17	11	99	109
PRESQUE ISLE, ME	0	0	7	8
ROCKLAND, ME*	NOT REPORTED	NOT REPORTED	NOT REPORTED	NOT REPORTED
RUMFORD, ME	NOT REPORTED	NOT REPORTED	35	29
AVERAGE			38	39
GARDINER, ME	0	0	2	6
DEVIATION			.26	.21

*Rockland reported that this data was not retrievable due to an old system.

PEER ORGANIZATION	TOTAL FIRE RELATED INCIDENTS 2014	TOTAL EMS RELATED INCIDENTS 2014	TOTAL PATIENTS TRANSPORTED 2014	TOTAL EMS REVENUE 2014
BATH, ME	398	2,170	NOT REPORTED	\$563,000
OLD TOWN, ME	439	1,789	NOT REPORTED	\$645,000
PRESQUE ISLE, ME	704	569*	0	\$ 35,000
ROCKLAND, ME	488	1,619	1,227	\$632,292
RUMFORD, ME	290	142	0	\$ - 0 -
AVERAGE	464	1,258	409	\$468,823
GARDINER, ME	210	2,016	NOT PROVIDED	\$656,209
DEVIATION	.45	1.6		1.4

*Presque Isle started providing EMS service in August 2014 in partnership with local hospital which provides ambulance.

PEER ORGANIZATION	AUTOMATIC AID RECEIVED 2014	AUTOMATIC AID GIVEN 2014	MUTUAL AID RECEIVED 2014	MUTUAL AID GIVEN 2014
BATH, ME	NOT REPORTED	NOT REPORTED	NOT REPORTED	NOT REPORTED
OLD TOWN, ME	5	7	56	102
PRESQUE ISLE, ME	0	0	5	9
ROCKLAND, ME	N/A	135	17	168
RUMFORD, ME	NOT REPORTED	NOT REPORTED	22	29
AVERAGE			25	77
GARDINER, ME	1	0	11	3
DEVIATION			.44	.04

PEER ORGANIZATION	NUMBER OF ENGINES	NUMBER OF LADDERS	NUMBERS OF RESCUES	NUMBER OF AMBULANCES	NUMBER OF TANKERS
BATH, ME	2	1 (Quint)	0	3	0
OLD TOWN, ME	1	1 (Quint)	1	2	0
PRESQUE ISLE, ME	2	1	0*	0	2
ROCKLAND, ME	3	1	0*	3	0
RUMFORD, ME	3	1 (Quint)	1	0	1
AVERAGE	2.2	1	0.4	1.6	0.6
GARDINER, ME	2	1	0	3	0
DEVIATION	.9	1.0		1.9	

*Presque Isle and Rockland operate rescue engines which combine both functions into a single vehicle.

PEER ORGANIZATION	NUMBER OF SPECIALIZED TRAILERS	NUMBER OF BOATS	NUMBER OF ATVS	NUMBER OF COMMAND VEHICLES	NUMBER OF STAFF VEHICLES	NUMBER OF UTILITY VEHICLES
BATH, ME	0	1	0	1	0	1
OLD TOWN, ME	0	1	1	0	1	1
PRESQUE ISLE, ME	1*	1	1	0	2	2
ROCKLAND, ME	0	0	0	1	0	1
RUMFORD, ME	2**	0	0	1	0	.5***
AVERAGE	0.6	0.6	0.4	0.6	0.6	1.1
GARDINER, ME	0	1	1	1	0	1
DEVIATION		1.66	2.5	1.66		0.91

*Haz. Mat Decontamination trailer.

**Ice rescue trailer and mobile generator and lighting unit trailer.

***Shares utility pick-up truck with police department.

PEER ORGANIZATION	FIRE CHIEF	ASSISTANT FIRE CHIEF	DEPUTY FIRE CHIEF	BATTALION CHIEF/ SHIFT COMMANDER
BATH, ME	1	0	0	0
OLD TOWN, ME	1	0	0	0
PRESQUE ISLE, ME	1	0	2	0
ROCKLAND, ME	1	3*	0	0
RUMFORD, ME	1	0	3	0
AVERAGE	1		1.0	
GARDINER, ME	1	0	0	0
DEVIATION	1.0			

*Assistant chiefs serve as shift commanders.

PEER ORGANIZATION	CAPTAINS	LIEUTENANTS	FIREFIGHTER/EMT (CAREER)	FIREFIGHTER/PARAMEDIC (CAREER)
BATH, ME	4	0	6	11
OLD TOWN, ME	3	3	2	10
PRESQUE ISLE, ME	1	0	9	1
ROCKLAND, ME	0	3	7	2
RUMFORD, ME	0	3	3	0
AVERAGE	1.6	1.8	5.4	4.8
GARDINER, ME	3	3	2	6*
DEVIATION	1.9	1.67	.37	1.25

*This figure is only Gardiner personnel who hold the rank of firefighter. All Gardiner personnel except two, including officers, are certified as paramedics.

PEER ORGANIZATION	CALL OFFICERS	CALL FIREFIGHTERS	STAFF PERSONNEL	CAREER PERSONNEL SHIFT SCHEDULE
BATH, ME	0	0	1	NOT REPORTED
OLD TOWN, ME	0	0	0.5	24 ON/48 OFF
PRESQUE ISLE, ME	6	16	1	24 ON/48 OFF
ROCKLAND, ME	1*	14	0	24 ON/48 OFF
RUMFORD, ME	2	14	0	24 ON/24 OFF/24 ON/ 24 OFF/24 ON/96 OFF
AVERAGE	1.8	8.8	0.5	24 ON/48 OFF
GARDINER, ME	1	5	0.33**	24 ON/48 OFF***
DEVIATION	.55	.56		

*Holds rank of Captain.

**The fire department shares an administrative assistant with the police department and human resources each using the person 1/3 of the time.

***Gardiner uses Kelly Days to reduce the average work week from 56 to 48 hours.

PEER ORGANIZATION	PARTICIPATION IN REGIONAL OR SHARED SERVICES	DESCRIPTION OF REGIONAL/SHARED SERVICE(S)
BATH, ME	YES	STANDARD MUTUAL AID.
OLD TOWN, ME	YES	COUNTY DISPATCH AND TRAINING/EDUCATION. REGIONAL HAZ. MAT RESPONSE. STANDARD MUTUAL AID. AUTOMATIC AID TO 4 COMMUNITIES. SPECIALIZED PURCHASES.
PRESQUE ISLE, ME	YES	PARTNERSHIP WITH HOSPITAL TO PROVIDE EMS IN PRESQUE ISLE.
ROCKLAND, ME	YES	PROVIDES EMS SERVICES TO TOWN OF OWLS HEAD ON CONTRACT BASIS.
RUMFORD, ME	YES	JOINT PURCHASE OF LADDER TRUCK IN PARTNERSHIP WITH TOWN OF MEXICO.
AVERAGE	YES	
GARDINER, ME	YES	PROVIDE EMS SERVICE UNDER CONTRACT TO ALL OR PARTS OF 7 NEIGHBORING COMMUNITIES.
DEVIATION		

SIGNIFICANT FINDINGS AND OBSERVATIONS

- Due in large part to providing EMS service to all or part of seven neighboring communities, Gardiner protects a population 2.3 times as large as the average of the peer communities and covers a response area 3.8 times as large. If only the City of Gardiner is considered, the population is only 56% of the average of the peer communities and the area protected is only one-quarter (.26) as large.
- Like Gardiner, two of the comparable communities (40%) provide EMS services to more than one community.
- The Gardiner Fire Department has 12% less total full-time employees, 6% less full-time firefighters, and 36% fewer on-call firefighters than the average.
- Gardiner's gross fire department budget is about 20% larger than the comparable communities and its operations budget is significantly larger (nearly double in 2012). However, its personnel and overtime expenses were less than average ranging between 8% and 19% lower than the peer communities.
- In 2012, the Gardiner Fire Department responded to 31% of the average number of fire calls in the peer communities, but responded to 40% more EMS incidents than average (Gardiner responded to more EMS incidents than everyone of the comparable communities), and collected 9% more EMS transport revenue than average.
- In 2013, the Gardiner Fire Department responded to 38% of the average number of fire calls in the peer communities, but responded to 44% more EMS incidents than average (Gardiner responded to more EMS incidents than every one of the comparable communities), and collected 5% more EMS transport revenue than average.
- In 2014, the Gardiner Fire Department responded to 45% of the average number of fire calls in the peer communities, but responded to 60% more EMS incidents than average (Gardiner responded to more EMS incidents than all but one of the comparable communities), and collected 40% more EMS transport revenue than average.
- Gardiner's apparatus fleet is consistent with the comparable communities.
- All of the comparable communities participate in some type or regional or shared services endeavors.

CONCLUSION

Comparing communities and the services that they are able to provide to their citizens, businesses, and visitors is not scientific. No two communities are exactly alike and the decision as to what services, and at which level they are capable of providing, is the responsibility of the governing body.

The recommendations that have been proposed in this report are consistent with nationally recognized standards, guidelines, and best practices, such as those that have been promulgated by the National Fire Protection Association (NFPA), Insurance Services Office (ISO), Commission on Fire Accreditation International (CFAI), Commission on Accreditation of Ambulance Services (CAAS), U.S. Department of Homeland Security (DHS), and the statutes and regulations of the State of Maine. Since every community has unique characteristics, challenges, and resource limitations, our recommendations are *specifically designed* to address the immediate and long-term needs of the City of Gardiner and its Fire Department.

The MRI Team evaluated the possibility of reducing the current full time work force. The total cost for a firefighter is approximately \$70,000 to \$85,000, depending on the particular employee and his/her benefit package and their fire and EMS certifications. The reduction of one employee would require additional overtime payments in order to maintain a minimum staffing of four personnel. Any daily/shift reduction would drastically reduce the current level of service. With staffing of less than four firefighters the Gardiner Fire Department would be unable to perform an interior fire attack until four firefighters were on scene due to the required OSHA “Two-In/Two-Out” rule. In that the City of Gardiner does not have an active Call or volunteer fire fighting force they must rely on mutual and automatic aid from surrounding communities to perform basic firefighting tactics.

Further, if two on-duty firefighters are responding to a medical call the City it would have to rely on only one firefighter to respond to a concurrent or simultaneous incidents. They would be unable to respond with a second ambulance with only one firefighter. There were a number of simultaneous incidents during the past few years in Gardiner and the contract communities.

An additional concern that was considered was the impact that the reduction of staffing would have on the level service to the contract communities. A reduction in service directly related to delayed response time to medical emergencies might impact current and future contracts for service. This potential loss in revenue might be greater than the savings in reduction in staffing and those related costs.

The MRI Team looked at the possibility of outsourcing emergency medical transport services. There were number of concerns that were considered. If the City of Gardiner were to contract for these services they will need to draft an RFP and subsequent contract that explicitly describes the level of service that is requested including the number of staff on duty 24/7,

certification level of staff, the equipment, ambulances, ownership, additional costs for equipment, fuel, facilities, storage, etc... Further, it is extremely important to have a lengthy “out” clause to allow the City to find a new provider or return to the fire department based EMS service. There have been instances where communities have eliminated their fire department based EMS to use a private ambulance service who was willing to enter into a “\$0” cost initial year contract only to have them raise the cost in subsequent years with no alternative or options for the City or Town. Another problem that can happen with outsourcing is the continuity of service in that many private ambulance services rely on part-time employees and have a high rate of personnel turnover. This impacts level of service to the community.

In that the City of Gardiner does not have a hospital or large medical facility within the community it is not reasonable to consider a public/private partnership to provide EMS transport services. This model has worked with some fire departments and local hospitals. The MRI team does not believe this is an feasible alternative for cost savings and service deliverance.

Fire departments throughout the United States are investigating how the Affordable Health Care Act (AHCA) will impact EMS services. One area that some fire departments are entering is the area of community paramedicine. Community paramedicine (CP) is a new and evolving model of community-based health care in which paramedics function outside their customary emergency response and transport roles in ways that facilitate more appropriate use of emergency care resources and/or enhance access to primary care for medically underserved populations. CP programs typically are designed to address specific local problems and to take advantage of locally developed linkages and collaborations between and among emergency medical services (EMS) and other health care and social service providers and, thus, are varied in nature. Though there has been Interest in community paramedicine funding for these programs and reimbursements from Medicare, Medicaid, and private insurance have not yet been defined. Again, since there is no local hospital or major healthcare agency this program was not considered in this report.

The MRI Team also looked at the possibility of the Gardiner Fire Department expanding EMS contract services. We believe that the best option for the Gardiner Fire Department is to attempt to expand through contracting with other additional communities. For multiple reasons we do not recommend expanding into non-emergency transport services. These transports can take a long time to complete as many will require the ambulance to be out of service for transports to and from regional hospitals as far away as Portland and Boston. These transports can be labor intensive and may regularly require paying off-duty firefighters to be called back creating overtime costs. A more intensive cost benefit analysis would need to be completed before considering this service.

It is our sincere hope that this report will be used by the City, the fire department leadership, and its membership as a road map for improving the delivery of fire and emergency medical services in the community.

Though the MRI team believes that some of these recommendations can be implemented right away, the City and the fire department leadership should determine a reasonable time line and plan for adopting the recommendations that have been proposed by the MRI study team.

City and fire department leaders should review the recommendations and options included within in order to develop their own priorities; modify our recommendations based on the ever-changing needs of the City and the fire department; and coordinate solutions based on time, personnel, and fiscal realities.

RECOMMENDATIONS

Level of Service – Fire and EMS

1. The MRI team recommends maintaining the current level of staffing of the Fire Department. The current staffing is adequate though it does not meet nationally recognized standards. However, if the City of Gardiner decides to choose another model to provide EMS transport services, they may not be able to maintain the current level of staff due to the fact that currently sixty-five percent of the personnel costs in the Fire Department budget is used to determine the Ambulance budget and is divided amongst the other communities.
2. The MRI team recommends that the Gardiner Fire Department revitalize a Call/Volunteer fire and EMT force in order to increase levels of service with current staff. Though it will take time to recruit and train firefighters and EMTs, these personnel can enhance the current department during large and prolonged incidents, staffing shortages, and recalls. The Gardiner Fire Department should make it a priority to develop an active on-call recruitment program led by a call chief officer. At a minimum, this program should concentrate on recruiting personnel from within Gardiner and consist of:
 - Developing a recruitment brochure and mailing it to all residents
 - Performing public outreach through the local media
 - Contacting community and service groups
 - Developing an eye catching banner on the City's own's web site

- Placing signs recruiting call/volunteer personnel at the main entrances to the City
- Placing signs call/recruiting volunteer in local businesses particularly high volume locations, and an active and visible presence at the local high school

Although time consuming, consideration should also be given to conducting a door to door recruitment campaign of every residence in the City. Increasing the number of personnel in the department should result in an enhancement of the number of personnel responding to incidents.

The City of Gardiner and the Gardiner Fire Department should attempt to enter into partnerships with local businesses to allow their personnel to respond, when needed, to emergency incidents during working hours, without any financial penalty.

3. The MRI team recommends that the Gardiner Fire Department apply for a federal SAFER grant for on call recruitment and retention. This grant should be utilized to develop a comprehensive marketing program to attract new members, and provide incentives for the retention of those personnel such as tuition reimbursement, health care benefits, tax abatements, etc.
4. The MRI team recommends that in conjunction with neighboring towns, the City of Gardiner and Gardiner Fire Department give consideration to hiring a call/volunteer "Recruitment and Retention Coordinator" to develop, implement, and coordinate recruitment and retention efforts and programs for the cooperating communities.
5. The MRI team recommends that the City of Gardiner and the Gardiner Fire Department pursue opportunities to partner with other communities to provide fire and rescue services. These regional partnerships will provide efficiencies and savings for all communities involved. As noted in this study, the Town of Randolph is currently considering the construction of a new fire station that would literally be within sight of Gardiner. Gardiner is encouraged to consider pursuing discussions regarding possibly contracting to provide service to this community. The City of Gardiner could use the Council of Governments (COG) to facilitate meetings to bring each of these agencies together.
6. The MRI team recommends using on-duty Firefighters for safety, code, and building inspections. This will require training for current staff. This is a method of reducing community risk through fire and life safety inspections. It can assist in taking some work load from the code enforcement office.

7. The MRI team recommends that the City of Gardiner consider making adjustments to current staffing and work schedule models:
 - a. Have current shift personnel work the full fifty-six week work schedule by eliminating the use of Kelly Days.
 - b. Have the two float firefighters assigned to straight day work to provide additional staffing when most needed and incident activity is at its highest.

Ambulance Revenue Enhancements

8. The MRI team recommends that the Fire Department determine the actual cost of providing transport services. This should include personnel costs based on the percentage of time that those Gardiner personnel are actively involved in EMS, including training, maintaining equipment, direct EMS duties, and prorated time between fire, rescue, and EMS calls
9. The MRI team recommends that the City of Gardiner advertise a Request for Proposal (RFP) for ambulance medical billing. The current collection rates must be increased. Within the RFP standards for collections, billing practices, time lines, and specific reports to be provided to the City must be included.
10. The MRI team recommends that the Fire Department review current medical transport billing rates and increase where appropriate. These rates should be reviewed and adjusted on an annual basis. Though the current rates that are charged are adequate, the rates should be reviewed and adjusted annually as part of the fire/ambulance budget. One method of increasing rates could be tied to the increase of Medicare/Medicaid rates. Another consideration would be to use the regional COLA or Consumer Price Index rates.
11. The MRI team recommends that the City of Gardiner establish appropriate contract rates for those local communities being provided EMS/Ambulance transport services. These should be established by determining the costs used to deliver those services including total personnel costs, equipment costs, operating costs, disposal supplies, and capital expenditures.
12. The MRI team recommends that if the City of Gardiner continues to provide emergency transport services to surrounding communities that they enter into fix rate contracts for periods of at least three years and up to five years. This would allow the City of Gardiner to better establish their annual budget revenues. The current method of using both

census population and historical transport data should be used for the base rate and then an annual fee negotiated with each Town.

13. The MRI team recommends that if the City continues providing contract transport ambulance services, the Fire Chief continue to “market” the Gardiner Fire Department’s ambulance services and fire services to abutting towns and communities.
14. The MRI team recommends that the City of Gardiner consider billing for motor vehicle and rescue response to non-Gardiner residents

Ambulance Transport Services – Options to be Considered

15. The MRI Study Team Recommends the City of Gardiner consider:
 - a. **Option One** – Maintain current EMS transport services with the Gardiner Fire Department and provide contract services to local towns. (See Recommendations above to increase revenues for this Option.)
 - i. This option allows the City of Gardiner to maintain adequate fire service staffing while still providing the highest level of EMS services (ALS) and EMS transport services. Fire departments that provide EMS and emergency transport services model in which the fire department provides extrication, triage, and treatment services, and a separate private provider transports the patients, appropriate quality assurance measures must be in place. This quality assurance is most effective when the fire department, as the public agency, administers and monitors the performance requirements on-scene and within the transportation agreement.
 - ii. If the City eliminates this service they will also lose any revenues that they currently receive from the contracted services, as well as the transport fees.
 - iii. If the City eliminates this service they could consider reducing the current level of staffing, but with a reduced level of fire protection service.
 - b. **Option Two** - Enter into a contract with a private ambulance service that would provide transport services to the community. In developing the Request for Proposal it is extremely important that the RFP include levels of service that meet or exceed the current level of service in order to determine the cost benefit for contracting these services.

- i. The contract must include specific “out” clauses for the City of Gardiner in order to allow them to re-establish their own service or contract with another service in the event that the private ambulance service is no longer able to provide the specified level service.
 - ii. There should be consideration into the fact that there are limited companies that can provide the service in this region. Also, the ambulance company must make a long term commitment before any changes are made in the current staffing and services that the Gardiner Fire Department is able to provide.
- c. **Option Three - Form a Regional EMS Ambulance Transport Service.** This regional service would be overseen and managed by a Quasi-Governmental agency and its Board of Directors. The Board of Directors should be comprised of representatives of all participating communities. Members providing the transport services would be employees of the Regional EMS Ambulance Transport Service.
 - i. As such this might require Gardiner to downsize its current department staffing. Unless the City of Gardiner maintains the current fire department staffing level, this model would have a negative impact on fire and rescue services in Gardiner until such time as the City could revitalize an active and effective Call Force.
 - ii. Until the EMS Ambulance Transport Service is established and Gardiner’s annual cost is established, it is uncertain if the cost to Gardiner would be less than the current cost.
 - iii. Further, all EMS transport fees and contracted for service revenues would be lost to the City of Gardiner.

PROJECT TEAM

Project Manager/Consultant

Alan S. Gould, Vice President and Chief Operating Officer, is a graduate of Saint Anselm College with a BS degree in Criminal Justice. He is certified as a Public Manager by the American Academy of Certified Public Managers and has completed numerous management and leadership programs including the Babson Command Training Institute and the FBI's LEEDS program. He is recognized for his creativity in community policing and his leadership in promoting ethics in the law enforcement community. Mr. Gould began his public sector career with the Salem, NH, Police Department where, during 21 years, he served at all ranks of the Department. He served as Chief of Police in Rye, NH, where, upon retirement from law enforcement, he was appointed and served as Town Administrator until joining MRI in 2008. Mr. Gould served as the Ethics Instructor at the New Hampshire Police Academy for 15 years and has been an instructor of college courses in Criminal Code, Criminal Investigation, Report Writing, Constitutional Law, and Juvenile Delinquency. Among his many community involvements, Alan served as an initial incorporator of two non-profit organizations; one addressing family violence and visitation issues, and the other established to help seniors remain in their homes as they age. He continues to serve as Deputy Emergency Management Director in the coastal community of Rye, NH, located within the Seabrook Nuclear Power Plant's Emergency Planning Zone. In addition to his responsibilities as MRI's Chief Operating Officer, Mr. Gould manages most of the company's public safety projects including operational studies and "internal" investigations. Mr. Gould also specializes in recruitment/selection processes for executive level municipal positions and has completed dozens of processes for top management positions throughout New England.

Team Member(s)

George Klauber is a Senior Public Safety Consultant with MRI; he graduated from Charter Oaks State College with a BS in Fire Science and Technology, and has taken numerous courses at the National Fire Academy. Chief Klauber retired as the Fire Chief in Derry, New Hampshire, where he served since 2003. His retirement capped a career of almost 40 years in the Fire Service. George began his career in the Waterbury CT Fire Department where he served with distinction and rose through the ranks to become Chief of the Department, a position he held for 3 years before accepting the position of Chief in Derry NH. Chief Klauber is a Certified Fire Officer in accordance with NFPA 1021; a Certified Fire Service Instructor in accordance with NFPA 1501; and a Certified Safety Officer in accordance with NFPA 1521. Chief Klauber is a member of the International Association of Fire Chiefs; the New England Association of Fire Chiefs, the New Hampshire Fire Chiefs Association; the National Fire Protection Association, and the International Association of Emergency Managers. Chief Klauber has served as a subject expert and consulting advisor to MRI clients since 2001.

Peter J. Finley, Jr. most recently served as Chief of the Winslow Township Fire Department in New Jersey, where he was responsible for the planning, establishment, and initial deployment of the career component of the department. He previously served for 4 ½ years as the Chief of Department for the City of Vineland, New Jersey Fire Department where he initiated significant changes within the department including updating and modernizing equipment, providing the department's first ever formal officer training, and significantly increasing the capabilities of the regional hazardous materials response team. During his tenure, the department received more than one million dollars in various grants. He formerly commanded the Vineland Rescue Squad gaining significant EMS operations and command experience, as well as completing an overhaul of that organization's operations. Chief Finley serves as an Adjunct Professor in the Fire Science Program at Camden County College. Chief Finley received his Associate in Applied Science degree from Atlantic Community College in New Jersey, and earned his Bachelor of Science degree in Fire Science/Administration from the University of Maryland. He is a graduate of the National Fire Academy's Executive Fire Officer Program, earning perfect scores on three of his four Applied Research Projects. He was awarded an Outstanding Research Award for his 2002 paper titled, "Residential Fire Alarm Systems: The Verification and Response Dilemma". Chief Finley holds nearly two dozen state and national certifications and is a member of a number of fire service organizations, including achieving the prestigious Chief Fire Officer designation from the Commission on Fire Accreditation International (formerly the Center for Public Safety Excellence). He is a member of a number of fire service organizations and is currently serving as President of the New Jersey Career Fire Chiefs Association where he has been involved in the development and administration of fire service promotional examinations. From 2003–2005 he served on the Training and Education Committee of the Governor's Fire Service and Safety Task Force. He also previously served on the state committee that developed New Jersey's first Firefighter I Instructor Manual.

LIBRARY



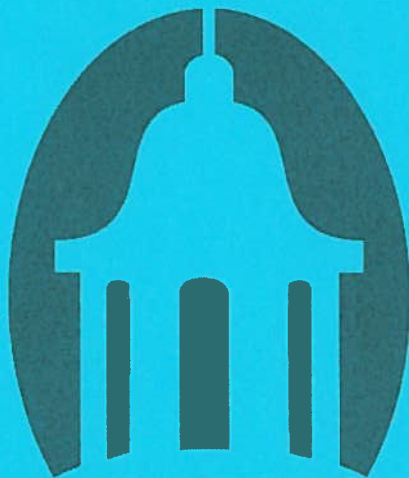
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REPORT
LIBRARY
GARDINER, MAINE
SERVICE DELIVERY ANALYSIS
JULY 2015

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REPORT



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REPORT

LIBRARY

GARDINER, MAINE

SERVICE DELIVERY ANALYSIS

JULY 2015

OVERVIEW

The Gardiner Public Library serves the communities of Litchfield, Pittston, Randolph, and West Gardiner, in addition to the City of Gardiner. Gardiner's population is declining, based on US Census data. In 2000, there were 6,198 residents, in 2010 there were 5,800, and 2030's estimated population will be 5,000. The median age is 40 years old and only 14% of residents are over the age of 65. It is noteworthy that the poverty level is creeping upward. The period from 2009-2013 shows 12.5% of Gardiner's population falls below the poverty level, with unemployment around 7%. Free or subsidized lunch is offered to 43% of Gardiner School District pupils. The high school graduation rate for the Gardiner Area High School hovers in the mid 70% range. These factors directly impact the nature and scope of future library services from early literacy to job seeking assistance.

"Friends of the Library" are associations that are common among public libraries. Gardiner Public Library has a 501(c)(3) organization to support it – the Gardiner Library Association (GLA), founded in 1881. Its mission is "to provide for the perpetual maintenance of the Gardiner Public Library and to improve and increase the public library within."

The Association is governed by a 12 member board, who receive no compensation. Typical income activities include managing book sales and the book store, annual appeal events, and occasionally applying for and receiving grants. On the expense side of the budget, typical expenses are library programming support (speakers, summer reading program expenses), funding supplemental circulating materials, and occasionally technology purchases like i-pads, e-readers, and A/V equipment.

Below is a three year breakout of gifts, grants and membership fees for the GLA. These amounts are fairly typical among public libraries.

2011	\$20,723
2012	\$48,199
2013	\$11,818

A unique situation exists with the library building as it is owned and maintained by the Gardiner Library Association. It is reported that no tax money is used for these endeavors. There is however, approximately an additional \$380,457 in funding for the operation of the library contributed by the towns using the library. Of that, Gardiner contributes approximately \$291,677, with the other communities contributing a total of \$88,780. According to GLA's 2013 IRS Form 990, it valued the land, building, and equipment at \$138K.

Concerning the facility, the FY15 municipal budget shows the City funding \$26,576 for heating and utilities only. The GLA pays all other building expenses. Past capital projects included new central heating and cooling, restoration of the stained glass window, and renovations to the Childrens' Room and the Main Floor. A \$60,000 grant from the Stephen and Tabitha King Foundation offset renovations to the Childrens' Room.

The Gardiner Public Library, through major support and funding from the GLA, is a significant depository of valuable genealogical and historical information on the Lower Kennebec Valley. This special collection is used for scholarly research, public exhibitions, and loans to similar organizations; these materials are held in the Community Archives Room. In 2015, the GLA is undertaking \$110,000 in renovations to the Community Archives Room located on the lower level. Past practice has been "pay as they go" for these projects, with withdrawals from the \$800,000 held in investments by the GLA, of which \$675,000 is unrestricted. No municipal funds are used.

A review of the FY15 GLA budget lists \$15,000 for the purchase of circulating library materials. The library request for FY16 was \$18,000 but was reduced to \$8,000 by the City. A materials budget of \$23,000 places Gardiner last among the five communities compared; Gardiner was already last in total circulation before this cut.

A possible overlap of municipal versus GLA funds appears in Dues/Professional Memberships. City budget line item is \$350 per year. The GLA budget reflects one ALA membership for \$175, and \$500 for all staff to belong to the Maine Library Association.

Comparison

Noteworthy is Gardiner's service population area – 17,078, versus its geographical population. The 17,078 takes into account the populations of the four smaller communities that pay Gardiner for their library services – West Gardiner, Pittson, Litchfield, and Randolph. The table below shows the contribution which is based on circulation, not per capita.

	2010 Census Population	FY14 Contribution to Gardiner PL
West Gardiner	3,474	\$31,484
Litchfield	3,624	\$18,652
Pittson	2,666	\$21,316
Randolph	1,772	\$17,328

It is not possible to determine what percentage of Library Fines, totaling, \$6000 per year, comes from these member communities. There is a proposal to add Farmingdale, Whitefield, and Chelsea in FY16.

For the purposes of this study, the Gardiner Public Library was compared to five other Maine libraries in the communities of Waterville, Augusta, Bath, Westbrook, and Windham. Two comparative communities were selected for proximity – Waterville (pop. 15,855) and Augusta (pop. 18,946); the others based on population of service area – Bath (pop. 17,072), Windham (pop. 17,272), and Westbrook (pop. 17,086). The table in Appendix A compares staffing, funding, and other library standard measurements for Gardiner and the five comparable communities.

GARDINER, ME: LIBRARY COMPARABLES

County	Gardiner, ME Kennebec	Waterville, ME Kennebec	Augusta, ME Kennebec	Bath, ME Sagadahoc	Windham, ME Cumberland	Westbrook, ME Cumberland
Median Household Income	\$46,279	\$33,298	\$37,027	\$42,602	\$48,453	\$44,465
Population of Service Area	17,078	15,855	18,946	17,072	17,272	17,606
# of Patrons - N/A						
Sq. Footage - N/A	41	53	55	35	42	42
Hours Open		114,106	106,750	164,512	n/a - do not collect	86,222
Yearly visits *	61,521					
Program Attendance	2,481	5,941	8,644	9,771	3,927	4,965
<u>Materials Collection:</u>						
Books	45,441	71,956	58,756	55,089	46,967	43,276
Audios	3,141	3,582	3,181	1,728	2,670	1,699
Videos	5,236	6,430	3,139	1,455	3,815	3,247
Total Physical Materials	53,818	81,968	65,076	58,272	53,452	48,222
ebooks (State provided)	5,388	5,388	5,388	5,388	5,388	5,388
Collections Budget	\$27,000	\$30,900	\$47,500	\$37,700	\$24,300	\$25,297
TOTAL CIRCULATION - FY13	104,053	162,879	172,437	152,469	114,719	111,399
TOTAL CIRCULATION - FY12	106,345	164,971	177,664	152,826	113,259	119,701
<u>Staff:</u>						
FTE - Librarian with MLS	2	3	4	6	2	4
FTE - with title of Librarian	6	3	4	6	3	4
FTE - other paid staff	2	8	7	5	3	5
TOTAL PAID STAFF	13	24	16	23	10	13
<u>Salaries:</u>						
Director	\$28.13	\$30.00	\$31.40	\$30.77	\$29.08	\$30.00
Assistant Director	\$19.27	None	\$24.90	\$21.93	None	None
Children's Librarian	\$16.81	\$22.94		\$19.86	\$21.99	\$22.94
Reference Librarian	None	\$23.00	\$21.10	\$20.19	\$21.14	\$23.00
Cataloger	None	\$17.80		\$20.00	\$21.14	\$17.80
Other Staff	\$14.53 - \$14.97	\$10 - \$14.67	\$16.76 - \$19.59	\$11.67	\$17.37	\$10 - \$14.57
TOTAL STAFF EXPENDITURES	\$285,050	\$488,768	\$494,239	\$450,756	\$381,419	\$524,583
Per cap total operating expenditures	\$22.08	\$37.75	\$31.95	\$39.20	\$24.94	\$34.23

SOURCES:

Demographic 2010 census data - quickfacts.census.gov: <http://quickfacts.census.gov/qfd/states/23/2327085.html>
 Library data taken from the Maine State Library FY13 Report, individual library webpages: <http://www.maine.gov/msl/libr/statistics/>
 Institute of Museum and Library Services - FY12 most recent available

Observations

The library consists of three floors – Childrens’ Services on the top floor, Adult Services on the main floor, and the Community Archives on the lower level. The Archives is currently staffed three days per week, by a part-time archivist. This room is not accessible the remaining three days the library is open.

The Gardiner Public Library belongs, free of charge to patrons, to MINERVA – the statewide interlibrary loan system - which provides resource sharing of books, audios, DVDs, and other materials by more than 60 libraries across the State of Maine. Gardiner receives approximately 200 materials per day either going out on loan to another community, or coming in to fill a Gardiner patron’s request. This resource sharing definitely benefits Gardiner, as they receive more items than they loan per Maine State Library FY13 Report.

The Library Director is well qualified to lead this organization, and is well respected amongst her professional peers. She also serves as the City’s IT Director.

Library Staffing

The FY15 municipal appropriation for the library is \$396,235, of which \$248,725 is for wages, with an additional \$69,455 for benefits – 80% of the operating budget. Comparing the six communities, Gardiner has the lowest overall figure for total staff expenditures. The pay scale is the lowest on the comparable community comparison sheet.

The four full time librarian positions, excluding the Director, are covered by collective bargaining – Adult Services, Young Adult, Technology/Circulation and Children’s Librarian.

With the retirement of the Children’s Librarian, this position is presently frozen. These duties are being covered by a temporary/seasonal librarian. FY15 salary plus benefits for this position is roughly \$47,000. This position must be filled at some level, as Children’s Services are integral to a public library’s mission.

Library Hours

The library is open to the public 41 hours per week, over the course of six days. The library is only open one evening per week until 7:30PM, and Saturdays 9:30 – 12:30 PM. The Archives Room is open three days per week, and staffed by a part-time archivist.

Library Collections

Gardiner's material budget and number of physical items held in the library, is consistent with the five comparable communities. Gardiner, however, has the lowest circulation figures. This could be reflective of the number of hours open, or the actual hours open.

Noteworthy is that the Gardiner Public Library receives \$15,000 per year in external support for collection expenses from the Gardiner Library Association.

RECOMMENDATIONS & ALTERNATIVES

1. With 7% unemployment and 12% below the poverty level in the greater Gardiner area, review the operating hours and circulation statistics. Are more circulations and computer usage taking place after 5 PM? Consider shifting hours, open later one or two days, to accommodate more working families in the evening.
2. Analyze at the desk circulation and door counter data. Consider closing one day per week, possibly Mondays. The most drastic option would reduce the hours open from 41 to 34, keeping the total savings. A more tempered approach would be to close one day per week, reduce hours open from 41 to 37 and add two hours to two of the evenings. Collective bargaining and State Library Standards classification would be directly impacted.
3. If some of Gardiner's patrons are working poor, the library closing at 5:30 is not helpful. Scale back low return on Investment programs, or utilize dependable volunteers to facilitate them. Reallocate those staff resources to workshops on basic computer skills, GED preparation, resume writing, interview techniques, and how to fill out an online job application. Focus on programs that may help them advance or find a job. Partner with the private sector or foundations to fund a literacy position.
4. Given the reduction in the FY15 the materials budget, consider utilizing a popular materials leasing plan. Within Minerva, Camden, Brunswick and Falmouth are currently leasing hot titles. Falmouth Memorial Library, whose collection budget is close to Gardiner Public Library's, just began leasing in April 2015. This could be a collaboration discussion with GLA for either added copies of best sellers, or the one of non-fiction/biography best sellers.
5. Revise the formula for member communities from per circulation to a population based formula. Before adding new communities, consider the travel time of these patrons and again, the hours open. Is there an economy of scale to adding three more towns?

6. Examine outsourcing the City IT function, currently an \$8000 stipend to the library director. Reduced staffing and hours at the library will necessitate the Director taking on more public desk time and clerical duties.
7. Continue to participate in Minerva Interlibrary Loan and the SCOOP purchasing collaborative for libraries. If the hours or days of operation change, reduce the number of ILL deliveries from 4 to 3 days.
8. The Children's Librarian position must be filled with a professional librarian. Not filling this function would have an adverse effect on the collections, programming and outreach, especially to the homeschooler population. Community wide early literacy would suffer. The bare minimum this position can be filled is $\frac{1}{2}$ to $\frac{3}{4}$ time. Depending on the number of hours and benefits offered, the savings are in the \$12,000 to \$18,000 per year range. Collective bargaining would be impacted.
9. Generally, enterprise funds are not seen in library situations, some do exist in the West, in large county systems. Library services like readers advisory and reference and referral functions do not readily lend themselves to this model, often seen in other municipal functions like Parks and Recreation. The City could create a committee to investigate the economic viability of an expanded partnership between the GLA and the Gardiner Public Library where non-literacy based programming, use of the Archives, unique rental collections for a fee can be explored.
10. Eliminate the part time Archivist position for a savings of approximately \$18,000. The Archives Room would become completely unavailable to the public, and minimum staffing would be reduced from three to two. Unanticipated staff absences would require the library director to cover public circulation desks on short notice.

The GLA recently undertook extensive and expensive renovations to this area/floor. Approach the GLA, or the Kennebec Historical Society, to fund the Archivist position. Of broader impact, such a cut could result in a lowering of Gardiner's state library standards classification from EXEMPLARY to the CORE standards level.

11. A radical option would be to outsource the entire library operation to a firm like Library Systems and Services Inc. LSSI has over 80 locations, including the Library of Congress and the Smithsonian Institution but none are in New England, and few are stand-alone libraries versus county library systems. Savings calculation not available, as LSSI services are configured on an a la carte basis. This dramatic option was considered but is not recommended for Gardiner at this time.

PROJECT TEAM

Project Manager/Consultant

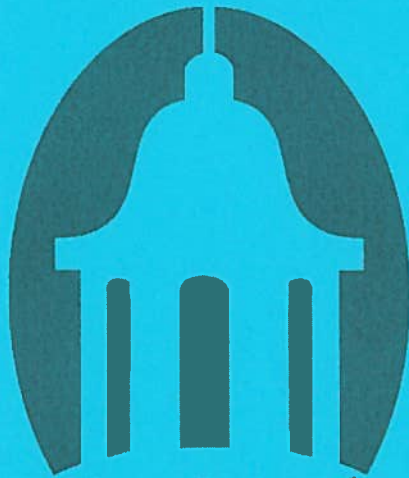
Alan S. Gould, Vice President and Chief Operating Officer, is a graduate of Saint Anselm College with a BS degree in Criminal Justice. He is certified as a Public Manager by the American Academy of Certified Public Managers and has completed numerous management and leadership programs including the Babson Command Training Institute and the FBI's LEEDS program. He is recognized for his creativity in community policing and his leadership in promoting ethics in the law enforcement community. Mr. Gould began his public sector career with the Salem, NH, Police Department where, during 21 years, he served at all ranks of the Department. He served as Chief of Police in Rye, NH, where, upon retirement from law enforcement, he was appointed and served as Town Administrator until joining MRI in 2008. Mr. Gould served as the Ethics Instructor at the New Hampshire Police Academy for 15 years and has been an instructor of college courses in Criminal Code, Criminal Investigation, Report Writing, Constitutional Law, and Juvenile Delinquency. Among his many community involvements, Alan served as an initial incorporator of two non-profit organizations; one addressing family violence and visitation issues, and the other established to help seniors remain in their homes as they age. He continues to serve as Deputy Emergency Management Director in the coastal community of Rye, NH, located within the Seabrook Nuclear Power Plant's Emergency Planning Zone. In addition to his responsibilities as MRI's Chief Operating Officer, Mr. Gould manages most of the company's public safety projects including operational studies and "internal" investigations. Mr. Gould also specializes in recruitment/selection processes for executive level municipal positions and has completed dozens of processes for top management positions throughout New England.

Team Member(s)

Irja Finn, BA, MSLIS, graduated from Wheaton College in 1984 with a Bachelor of Arts degree in Government and Sociology. She began her municipal career in Pelham, New Hampshire as the Administrative Assistant to the Board of Selectmen in 1984. She left Pelham to work for a company developing fund accounting software for municipalities. Ms. Finn made her return to the public sector in 1992 at the Derry Public Library in New Hampshire as a paraprofessional reference librarian. She has since served as a Reference Librarian at the Chelmsford Public Library in Chelmsford, Massachusetts, a Network Cataloger for the Merrimack Valley Library Consortium in Andover, Massachusetts, and Head of Reference, Circulation, and Technical Services at the Stevens Memorial Library in North Andover, Massachusetts. She is currently the Library Director in Pelham, New Hampshire. She obtained her Master of Library and Information Science in January of 2005 from Simmons College with a focus in public library management. Over the course of her career, Ms. Finn has immersed herself in all aspects of library service. Her experience has helped foster a direct and well-rounded understanding of effective management in public libraries. She is a member of the American Library Association, the New England Library Association, the Massachusetts Library Association, and the New Hampshire Library Association. Ms. Finn has been a consultant with MRI since 2015.

Lydia Torr earned her Bachelor's Degree in Education from Plymouth State University and completed graduate level courses in Library Science through a cooperative program offered by the University of NH and the University of Rhode Island. Ms. Torr served as the Library Director in the Town of Meredith NH for more than 30 years during which time she was responsible for substantial changes and innovations that greatly improved access and service to the community. Under her guidance and direction the Meredith Library was physically expanded and renovated, but more importantly it grew to become a primary center of community activity offering creative and engaging programs for the youngest through the oldest residents of the Town. As a recognized leader in the profession, she served in various executive roles, including President of the NH Library Association and on numerous statewide and regional boards and committees focused on advancing the role of community libraries and the professionalism of those who work in them.

POLICE DEPARTMENT



Municipal
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REPORT
POLICE DEPARTMENT
GARDINER, MAINE
SERVICE DELIVERY ANALYSIS
JULY 2015

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REPORT



Municipal
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POLICE DEPARTMENT

GARDINER, MAINE

SERVICE DELIVERY ANALYSIS

JULY 2015

OVERVIEW

The City of Gardiner sought a review of major City services including the Police Department. The goal was to review the Department's budget, staffing, and operations to determine potential restructuring of service delivery, to identify budget efficiencies or enhancements, and to provide analysis of alternate service delivery options. Municipal Resources, Inc. (MRI), of Meredith, New Hampshire, was chosen to complete this project. MRI police consultants Shaun Mulholland and Bruce MacDougall were assigned to research and report on this effort. This report is the result of an on-site visit, many communications with the City Manager and Police Chief, as well as research and analysis of policing in surrounding and comparable communities.

POLICING IN GARDINER

Description of the Community

Gardiner, Maine, is a City of approximately 5,800 residents within Kennebec County. It is surrounded by other communities of significantly lesser populations. Based on the 2010 census, there are 2,702 housing units within the community, with thirty-six percent occupied by non-family members living together. Approximately 13.5% of the population lives below the poverty level. The population of Gardiner declined 16% between 1960 and 2010. City officials report most of the residents leaving Gardiner move to a surrounding community. Chief Toman took the two MRI police team members on a tour of the City. He pointed out the large numbers of low cost rental apartments which fosters a significant transient population. Many

of these apartment dwellers receive government subsidies. There are also a number of group homes, as many social service agencies are located in Gardiner. Drug abuse is a problem for a number of Gardiner residents. The City has close access to Routes 95 and 295.

Police Department Description

The Gardiner Police Department is a full service law enforcement organization serving the City of Gardiner Maine. The operating budget for Fiscal Year 2015 is just over \$1 million (see **Attachment 1**). The department provides patrol coverage 24 hours a day, 7 days a week. The department is composed of twelve full-time sworn personnel, a shared administrative assistant position, and a non-sworn position serving the functions animal control officer, harbormaster parking enforcement, and crossing guard (see **Attachment 2**).

Administration

The administrative functions of the department are carried out by the Chief of Police, with the assistance of a shared administrative assistant. The administrative assistant is a full-time employee who is shared by Police, Fire, and the City Finance Department. The amount of time allotted to the police department by this position is approximately 33% (13.3 hours per week).

Supervision

The supervisory functions of the department are carried out by the Chief and two sergeants. The department does not have a supervisor on duty at all times. Supervisory coverage is provided during those times of the day and days of the week which are the most critical. Supervisors are on call at all other times.

Patrol

The Patrol force consists of seven patrol officers providing coverage twenty-four hours a day, seven days a week. Officers presently work twelve hour shifts (a day shift and a night shift) with the two shifts overlapping from 3:00PM to 7:00AM. The seventh officer is a floater who is utilized to fill gaps in the schedule due to absences caused by training, vacation, or illness. The department has two officers on patrol for sixteen hours per day and one officer during daytime hours. Backup to the day officer can be provided by the Chief, the Detective, or the School Resource Officer (SRO) who works Monday through Friday. The Gardiner Police Department (GPD) utilizes 37-B MRSA 784-B (see **Attachment 3**) as it applies to statewide mutual aid. GPD utilizes mutual aid from the Richmond Police Department, Kennebec County Sheriff's Office and the Maine State Police. The patrol force operates two primary marked vehicles and utilizes the School Resource Officer's vehicle as a spare marked unit when necessary. The patrol vehicles are equipped with mobile data terminals, patrol rifles, and equipment commonly found in

patrol vehicles across the country. The City is divided into two sectors, “Inside” covering the compact portion of the city, and the “Outside” covering the less densely developed portions of the city (see **Attachment 4**). An analysis of calls for service indicates 92% of all calls for service are responded to in five minutes or less.

Special Response Operations

The Gardiner Police Department does not have a special response capability (commonly known as SWAT) to address high risk tactical incidents. The department relies upon the Maine State Police to provide the tactical response capability for these types of incidents. The department is capable of providing initial patrol response and containment, which is the common practice for departments of this size.

Investigations

The department has a detective who fulfills the investigatory function. The range of investigations includes most of the Uniform Crime Report’s serious crimes. The investigation of homicides and arsons are conducted by state agencies in accordance with Maine State Law. Investigative collaboration with the Kennebec County Sheriff’s Office, the Maine Drug Task Force, and the Maine State Police occur periodically as needed. The department presently has six police officers assigned to a regional task force combating underage drinking. These officers work on an as-needed basis and are paid through a grant.

School Resource Officer

The School Resource Officer (SRO) services four schools within the jurisdiction. The SRO does not provide any programming, such as the DARE Program. During the summer months the SRO supplements the patrol force. This position is funded by the school district for ten months a year with the Department paying for the two summer vacation months.

Communications

The department does not have a self-contained communications function. The dispatch function is contracted out to a state operated regional communications center. At the time of the writing of this report, the department was in the process of exploring a contract with another regional dispatch center.

Animal Control/Harbormaster/Parking Enforcement/Crossing Guard

The department is responsible for the animal control function as mandated by 7 MRSA §725. The department is also responsible for the Harbormaster function as outlined in 38 MRSA §1.

These functions are performed by a non-sworn employee, who also assists with other tasks such as coordinating a bicycle rodeo. The employee is not armed and only has enforcement authority as it relates to the specific assigned functions which also include parking enforcement and crossing guard duties. The Gardiner Safety Officer, in her role as Animal Control Officer, currently answers animal control calls for the Town of Pittston Maine. This mutual aid function takes place only during her normal work day and she does not respond to any after-hours calls. Through an agreement worked out between the two communities, Pittston is charged \$25.00 per call plus mileage. Chief Toman stated the call rate includes a small amount of overhead. The calls from Piston are averaging approximately two per month.

Prosecution

The department does not perform any prosecutorial functions. The Kennebec County Attorney's Office performs all prosecutorial functions for the department. There is no additional cost to the city for the performance of this service.

Vision and Mission Statements of the Gardiner Police Department

The Gardiner Police Department has both a vision statement and a mission statement. A close review of these documents indicates that the staff of the department has dedicated itself to the overall safety and wellbeing of the community while maintaining high levels of integrity and professionalism. The statements are as follows:

VISION: *The continued success of the Gardiner Police Department is dependent on a shared vision. In order to create an environment in which our employees are proud to work, it is vital we encourage open communication, individual responsibility, cooperation and respect among members of the department. Through this positive interaction we will uphold and promote the highest level of working morale. We will strive to remain a highly regarded professional organization. We will strengthen our partnership with the community through trust, honesty, integrity, and strong community relations. We will continue to respect the rights and dignity of all individuals. Through a process of continuous improvement and self-evaluation we will plan for a future enhanced by technology, education, and training, remaining open to new ideas and concepts in law enforcement.*

MISSION: *The mission of the Gardiner Police Department is to enhance the quality of life and provide a sense of safety and security with the City of Gardiner. Through highly dedicated employees, we are committed to the protection of all who live, work, or visit our city.*

POLICING IN SURROUNDING COMMUNITIES

RICHMOND

Richmond is a community of approximately 3,411 residents within Sagadahoc County. Richmond is the only abutting community to Gardiner which has its own police department. It is also the only abutting community in Sagadahoc County. Janet Smith has been the Town Manager since September 2014. Ms. Smith related she has had very limited exposure to the Gardiner Police Department. She is aware that the Richmond Police Department is involved in some shared training opportunities with the Sagadahoc County Sheriff's Department, such as firearms training. There are current discussions regarding the setting up of active shooter training between the two departments.

Town Manager Smith advised MRI that one of the Town's current full-time officer positions was the result of a Federal grant. The grant offered an officer's salary for three years with the Town being required to fund one full year after the grant ended. The Town has been putting funds aside each year to fund the required year. The Town will have to decide whether or not to continue to fund the position going forward. That decision is more than a year away. If the position is lost, at some point there would have to be a discussion about the continuance of the current twenty-four hour police coverage.

Ms. Smith stated her community was satisfied with the service it received from its police department. She was unaware of any efficiency suggestions she could pass along to Gardiner and stated she was unaware of any police services Richmond would require from the Gardiner Police Department.

The Richmond Police Department is staffed by five full-time sworn officers. This includes one chief, one sergeant, and three patrol officers. The department also has four part-time officers and an animal control officer who works for a weekly stipend. The stipend covers the cost of responding to calls as needed and the animal control officer does not otherwise work a schedule. Police Chief Scott MacMaster was interviewed for this review and stated he was able to provide one officer on duty around the clock through the use of part-time officers and his working twenty hours a week on patrol.

Chief MacMaster reiterated the potential problem with coverage should the Town not take over funding of the grant officer position in 2017. He has used two means of coverage in the past when he was unable to staff twenty-four hours per day. First he would have an officer on call to respond to an incident during a period of non-coverage or the second method would be to put the Sheriff's Department on call to answer emergency calls during those periods. Richmond is fortunate to be a part of Sagadahoc County as the Sheriff's Department staff patrols by deputies around the clock.

Chief MacMaster stated he had a few methods for keeping his budget as low as possible. He forwards sex crimes and child abuse cases to the Sheriff's Department for investigation thus reducing the cost of training an officer in these fields, as well as eliminating possible overtime to conduct investigations. The officers' union is appreciative of the small community environment and therefore is flexible when required. An example would be that the union contract allows for part-time officers to be called in when filling open shifts before being assigned to full-time officers on overtime.

One developing issue that will be shared by Richmond and Gardiner is the new training requirements for part-time officers. The number of required hours of training have been significantly increased and passing practical trainings are now included. The testing process for part-time officers now includes the physical agility test which used to be only for full-time officer candidates. The result of these new training requirements will be to make it more difficult to recruit and retain the number of part-time officers required.

FARMINGDALE

The Town of Farmingdale is a municipality within Kennebec County with a population of approximately 2,956. It is an abutting community to Gardiner. The Town has two means of policing. Emergency calls and any incident which would be categorized as being reportable under the Uniform Crime Reports, UCRs would be handled by the Kennebec County Sheriff's Office or the Maine State Police. These two departments alternate on police coverage of the community. There is no additional cost for these services other than regular state and county taxes.

Farmingdale also has a small, part-time group of sworn officers which they call constables. The constables are certified by the State of Maine and can make arrests and carry firearms. They conduct what are called "patrol rounds" a couple hours per evening. There are no set hours. They are also present at school and civic events. The constables conduct security checks, preventative patrols, details, special functions, court paper service, and other non-emergency police activities.

The budget for the Farmingdale constables is approximately \$24,000 per year. The Constable Chief is Matt Guilfoyle. He reports that there have been absolutely no conversations or discussions about changing the manner in which the Town is policed. The current system has been in place for decades and there is no reason to believe the model will change in the future. Farmingdale Board of Selectmen member James A. Grant, Jr was interviewed for this review. He stated that while he would love to see Farmingdale have its own full-time police department, the economics would undoubtedly not allow that to happen. Farmingdale is very satisfied with the services they received from the Kennebec Sheriff's Office and the Maine State Police. Troopers and deputies have been very quick to respond to emergency calls. They also appreciate the work done by their own local constables. Farmingdale constables currently

receive their firearms training through the Gardiner Police Department and Selectman Grant had a positive response regarding officers from Gardiner. Personally, he would be open to hear a proposal for police coverage of Farmingdale by Gardiner, but wonders if there would be a willingness on the part of Farmingdale residents to pay the increased cost. Farmingdale, had in the past, asked Hallowell for a price for the Hallowell Police Department to provide coverage to Farmingdale. The cost ended up being higher than the Town was willing to pay and the proposal did not progress.

RANDOLPH

Chief Toman reports that Randolph is patrolled by the usual combination of the Maine State Police and the Kennebec County Sheriff's Office. They also utilize a constable. Chief Toman had suggested to Municipal Resources that Gardiner make an overture to Randolph and offer a contract to police the Town of Randolph which would give them a quick police response on a 24 hour basis. The Chief stated the Town of Randolph was only 2.08 square miles and was very accessible by a centrally located bridge between the two communities. Multiple attempts to contact officials in Randolph were unsuccessful.

WEST GARDINER

West Gardiner is a town of approximately 2,902 residents in Kennebec County and abuts the City of Gardiner. Board of Selectmen member Greg Couture was interviewed for this project. He related that West Gardiner is policed by a combination of the Maine State Police and the Kennebec County Sheriff's Department. No additional fees are paid by the Town over and above their regular state and county taxes for this service. The residents are very satisfied with their current policing arrangement and have no interest in changing. They have had no bad experiences with this model. Mr. Couture did not know of any police services they would require from the City of Gardiner.

PITTSTON

Pittston is a town of approximately 2,666 residents within Kennebec County and abuts the City of Gardiner. Board of Selectmen member Jean Ambrose was interviewed as part of this review. Ms. Ambrose has had exposure to the Gardiner Police Department and stated they were very professional and good to deal with when approached. They seem to be respectful and polite. Pittston is policed by the Maine State Police and the Kennebec County Sheriff's Department. They pay no additional costs associated with this service other than their regular state and county taxes. The Town has had no complaints and is satisfied with the services they receive from the two agencies. The towns of Pittston, Chelsea, Randolph, Whitefield, and Windsor meet once a month to discuss issues of common interest. Police services have never been a topic of discussion.

ANALYSIS

The Towns abutting Gardiner appear satisfied with their current model of providing policing services. Most of these communities are policed through a combination of the Maine State Police and the Kennebec County Sheriff's Office. At least two towns utilize the services of part-time constables for some policing services. As Chief MacMaster of Richmond pointed out, recent changes in police training requirements will make the recruitment and retention of part-time officers and constables more difficult than it is now. One Board of Selectmen member reported that he would be open to hearing what a proposal from the Gardner Police Department to police his community would look like; but he doubted that the economics of such a proposal would make financial sense at this time. Most abutting communities enjoy limited law enforcement services which are paid for through existing state and county taxes. The criminal activity levels in these towns are such that citizens are comfortable with the level of policing they currently receive. Officials did not relate any unmet needs which could be addressed by the Gardiner Police Department. While officials interviewed were interested in reducing budgets through shared training and collaboration there was little interest shown in any formal regional solution to policing the area. Municipal officials, who had an opinion of the Gardiner Police Department, were positive in their assessment.

POLICING IN COMPARABLE COMMUNITIES

With the assistance of the City of Gardiner, five communities were identified to compare relevant facts about their police departments with those of Gardiner. Municipal Resources devised a survey to be completed by the police chief in each community and Chief Toman forwarded the surveys to each chief. In addition to a survey completed by the Gardiner Police Department, surveys were completed by the communities of Oakland, Rumford, Houlton, Belfast, and Fairfield. The spreadsheets that follow indicate data from each specific agency, as well as averages when applicable. The data covers ratios for officers per thousand populations, per square mile of area, per road mile, and numbers of cruisers for each department. The analysis also covers the size of the police budgets and a comparison of each department as a percentage of the entire municipal budget including the school tax and the county tax. Data was also captured showing the number of specific positions such as detectives and school officers, fees charged, and crime rates.

RATIO OF FULL-TIME OFFICERS PER THOUSAND RESIDENTS

OFFICERS PER THOUSAND POPULATION IN FY 2015

	POPULATION	FT SWORN OFFICERS	RATE PER 1,000 RESIDENTS
<i>BELFAST</i>	6654	15	2.2
<i>FAIRFIELD</i>	6735	10	1.4
<i>HOULTON</i>	6046	14	2.3
<i>OAKLAND</i>	6240	10	1.6
<i>RUMFORD</i>	5841	12	2.0
<i>AVERAGE</i>	6303	12.2	1.9
<i>NORTHEAST *</i>			2.8
<i>NEW ENGLAND *</i>			2.9
<i>GARDINER</i>	5800	12	2.0

** United States Justice Department Statistics
For communities under 10,000 population
2010 data*

COMMENT: The Gardiner Police Department is staffed with slightly under the average number of police officers when compared with like communities with 12 officers versus the average of 12.2. Oakland and Fairfield were lowest at 10 officers, with Belfast highest at 15. However, when the ratio of officers per thousand residents is computed, Gardiner has a slightly higher ratio of 2.0 versus the average ratio of comparable communities of 1.9. All the Maine comparable communities had ratios well below the North East and New England averages for municipalities of under 10, 000 populations at 2.8 and 2.9 respectively.

**OFFICERS PER SQUARE MILE IN THE COMMUNITY
FY 2015**

	SQUARE MILES	FULL-TIME OFFICERS	OFFICER PER SQUARE MILE
<i>BELFAST</i>	38.37	15	0.3909
<i>FAIRFIELD</i>	54.58	10	0.1832
<i>HOULTON</i>	36.73	14	0.3811
<i>OAKLAND</i>	28.17	10	0.3549
<i>RUMFORD</i>	69.80	12	0.1719
<i>AVERAGE</i>	45.53	12.2	0.2964
<i>GARDINER</i>	15.7	12	0.7643

COMMENT: Gardiner is much smaller in land mass than all of the comparable communities with 15.7 square miles versus an average of 45.53. Comparable communities ranged from 28.17 square miles in Oakland to 54.58 square miles in Fairfield. The ratio of officers per square mile was thus significantly higher in Gardiner at 0.7643 versus an average of 0.2964.

**OFFICERS PER ROAD MILE IN THE COMMUNITY
FY 2015**

	ROAD MILES	FULL-TIME OFFICERS	OFFICERS PER ROAD MILE
<i>BELFAST</i>	75.10	15	0.1997
<i>FAIRFIELD</i>	89.95	10	0.1111
<i>HOULTON</i>	64.00	14	0.2187
<i>OAKLAND</i>	36.00	10	0.2777
<i>RUMFORD</i>	110.00	12	0.1090
<i>AVERAGE</i>	75.01	12.2	0.1832
<i>GARDINER</i>	56.00	12	0.2142

COMMENT: The City of Gardiner has 56.00 miles of roads versus an average of the comparable communities of 75.01. The ratio of officers per road mile is 0.2142 in Gardiner compared to an average of the five reporting comparable communities of 0.1832. Rumford reported the lowest ratio at 0.1090 with Oakland having the highest ratio with 0.2777.

COMPARISON OF POLICE AND MUNICIPAL BUDGETS

POLICE BUDGETS AS PERCENTAGE OF MUNICIPAL BUDGET FOR FY 2015

	POLICE BUDGET	MUNICIPAL BUDGET NOTE 1	PD BUDGET AS PERCENTAGE
BELFAST	\$935,472	NOTE 2 \$6,415,566	14.6%
FAIRFIELD	\$947,777	\$10,196,530	9.3%
HOULTON	\$1,037,866	\$10,224,964	10.2%
OAKLAND	\$976,798	\$9,369,551	10.4%
RUMFORD	\$1,103,674	\$14,982,151	7.4%
AVERAGE	\$1,000,031	\$10,237,752	10.4%
GARDINER	\$1,039,921	\$9,134,669	11.4%
NOTES			

1. Includes county tax and school tax

2. This figure does not include insurance, Social Security, Retirement and other benefits.

COMMENT: The budget figures used in this spreadsheet are those which were publically available. Municipal Resources requested that the municipal budget figure for each community include the county tax and the school tax. Not all municipal budgets are constructed in the same manner. Some include employee fringe benefit costs in the budget of each department while others aggregate them all in one line in an administrative budget. Liability, professional, and property insurance would be another example of costs which may or may not be indicated in a particular police department budget.

Of the five comparable police departments, Belfast had the lowest budget at \$935,472 and Rumford had the highest at \$1,103,674. The range of the six departments, including Gardiner, was only \$168,202, from the lowest to the highest, showing a considerable degree of consistency. The average of the five communities was \$1,000,031, with the Gardiner Police Department's budget for FY 2015 being \$1,039,921. This would put the Gardiner Police at \$39,000 over the average. As a percentage of the entire municipal budget the Belfast Police Department was the highest at 14.6%. The Rumford Police showed the lowest percentage of the municipal budget at 7.4%. The average percentage for all analyzed departments was 10.5% and the Gardiner Police Department reported in at 11.4% of the municipal budget.

NUMBER OF CRUISERS PER FULL-TIME OFFICER

CRUISERS PER FULL-TIME OFFICER IN 2015

	CRUISERS	FULL-TIME OFFICERS	CRUISERS PER OFFICER
<i>BELFAST</i>	5	15	0.3
<i>FAIRFIELD</i>	6	10	0.6
<i>HOULTON</i>	6	14	0.4
<i>OAKLAND</i>	5	10	0.5
<i>RUMFORD</i>	6	12	0.5
<i>AVERAGE</i>	6	12.2	0.5
<i>GARDINER</i>	6	12	0.5

COMMENT: All of the comparable communities report having 5 or 6 police vehicles with the average being 6. Gardiner has 6 police vehicles. The ratio of police officers to cruisers is 0.5 for the five comparable communities which mirrors Gardiner's ratio.

NUMBERS OF DETECTIVES, SCHOOL OFFICERS, AND CIVILIANS

FULL-TIME DETECTIVES, SCHOOL OFFICERS, CIVILIANS IN FY 2015

	FULL-TIME DETECTIVES	FULL-TIME SCHOOL OFFICERS	FULL-TIME NON- DISPATCH CIVILIAN POSITIONS	NOTES	
<i>BELFAST</i>	1	1	2	1	
<i>FAIRFIELD</i>	1	0	1.5	2&3	
<i>HOULTON</i>	1	1PT	2	4	
<i>OAKLAND</i>	0	2	1.5	5,6,7	
<i>RUMFORD</i>	2	0	0	8	
<i>AVERAGE</i>	1	0.6	1.4		
<i>GARDINER</i>	1	1	1.3	9	
<i>NOTES</i>					
1	1 FT Administrative Assistant and 1 FTE Receptionist				
2	Kennebec County provides School Officer services to Fairfield				
3	1FT Administrative Assistant and 1 PT Animal Control Officer in Fairfield				
4	1 FT Administrative Assistant, 1PT Animal Control, 1 PT Custodian				
5	Captain is chief investigator who assigns and supervises cases in Oakland				
6	RSU #18 pays 75% of salaries of the two SROs in Oakland				
7	1 FT Administrative Assistant and 1 On-Call Animal Control Officer in Oakland				
8	Animal Control is separate town budget item in Rumford				
9	1 Parking/Animal/Crossing Guard/Harbormaster & 33% of an Admin. Asst. in Gardiner				

COMMENT: The average of the five comparable communities has 1 sworn police officer assigned as a detective with Oakland having none and Rumford having 2. Gardiner presently has 1 officer assigned as a detective. Belfast and Rumford do not have any full-time officers dedicated to the school district. Oakland has two officers assigned to and paid by the school district. The average of the five comparable communities is 0.6 School Resource Officers. Gardiner has 1 officer assigned to the schools with ten months of that salary being paid by the school district. The comparable communities report employing between none and 2 civilian staff on a full-time basis. The average is 1.4. Gardiner Police has 1.3 civilians with a full-time safety officer and 1/3 of an administrative assistant. The majority of the comparable departments report having a full-time administrative assistant.

MINIMUM OFFICERS PER SHIFT

MINIMUM NUMBER OF OFFICERS ON A SHIFT IN FY 2015

	DAYS	EVENINGS	MIDNIGHTS	NOTES
<i>BELFAST</i>	3	3	3	
<i>FAIRFIELD</i>	1	2	2	1
<i>HOULTON</i>	2	2	2	
<i>OAKLAND</i>	2	2	2	
<i>RUMFORD</i>	2	2	2	
<i>AVERAGE</i>	2	2.2	2.2	
<i>GARDINER</i>	1	2	2	
<i>NOTES</i>				
1. Usually 2 on days.				

COMMENT: The Gardiner Police Department operates with 1 officer on patrol on the day shift with 2 officers working from 3PM to 7AM. The average of the comparable departments is 2 on days with 2.2 being the average during evening and overnight hours. The slightly higher average is caused by the City of Belfast which has a minimum of 3 officers working around the clock. Fairfield reports having a minimum staffing of 1 officer on the day shift but usually operates with 2. Gardiner has 1 officer assigned to patrol on the day shift with emergency backup available from the Chief, the School Resource Officer or the Detective. This appears to be one area where Gardiner is understaffed when compared with like communities.

CHARGES FOR OUTSIDE DETAILS

DETAIL CHARGES IN FY 2015

	CHARGE FOR CRUISER	INCLUDE BENEFITS IN DETAIL RATE	BENEFIT CHARGE PER HOUR
<i>BELFAST</i>	No	No	N/A
<i>FAIRFIELD</i>	Yes	Yes	\$7.64
<i>HOULTON</i>	No	Yes	
<i>OAKLAND</i>	No	No	N/A
<i>RUMFORD</i>	No	Yes	\$10.00
<i>AVERAGE</i>	No	Yes	\$5.32
<i>GARDINER</i>	No	Will Begin 6/1/2015	\$4.49

COMMENT: Fairfield is the only comparable community which currently charges for the use of police cruisers on details. Most of the reporting communities do include the cost of officer benefits in the hourly rate charged outside companies for an officer on detail. Following a discussion with MRI, Chief Toman and the City worked together to determine the actual cost to the City for an officer to work on an outside detail and the rate will be modified as of June 1, 2015, to reflect the actual cost of benefits. Charging for the use of a cruiser and including benefit costs in the detail rate fairly shifts the cost of these activities from the tax payer to the company utilizing the services of the police officer.

POLICE DEPARTMENT FEES AND CHARGES

FEES CHARGED BY COMPARABLE POLICE DEPARTMENTS IN FY 2015

	FINES FOR FALSE ALARMS	CHARGE FOR CIVILIAN FINGERPRINTING	CHARGE FOR REPORT COPIES
BELFAST	YES	NO	\$6.00
FAIRFIELD	NO	NO	\$5.00/RESIDENTS FREE
HOULTON	YES	YES \$10.00	\$15.00 FOR 1ST THREE PAGES
OAKLAND	NO	NO	\$5.00 /RESIDENTS FREE
RUMFORD	NO	NO	\$5.00
AVERAGE			\$7.20
GARDINER	NO	\$3.00	\$10.00
<p>*Fees for concealed weapons permits are set by State Statute. This includes the fee to be charged (\$35.00 for new applications and \$20.00 for renewals), as well as what portion of that fee may be kept by the community (\$10.00 for new applications and \$5.00 for renewals). Please see Maine Revised Statutes, Title 25, Part 5, Chapter 252, Section 2003.</p>			

COMMENT: Two comparable community police departments report utilizing a municipal ordinance for controlling nuisance false burglar alarms. Gardiner has such an ordinance at its disposal, but is not currently using it to control alarm systems or fine habitual offenders. Most reporting police departments do not charge residents for taking civilian fingerprints for job applications or other uses. The Gardiner Police currently charge \$3.00 as compared with \$10.00 in Houlton. The usual charge for copies of police reports is \$5.00 in the comparable departments with Houlton charging \$15.00 for the first three pages. Gardiner is charging \$10.00 for a police report.

CALLS FOR POLICE SERVICES

RECORDED CALL FOR SERVICE CALENDAR YEAR 2014

	CALLS FOR SERVICE	NOTES
BELFAST	7,375	Does not include traffic stops and court appearances
FAIRFIELD	17,005	
HOULTON	7,903	
OAKLAND	13,982	
RUMFORD	4,550	
AVERAGE	10,163	
GARDINER	14,120	

Calls for service should not be compared without exact definitions of what is included in the definition. Term is defined independently by each department. Activities such as washing cruisers, investigative follow up, or vehicle stops may or may not be included.

COMMENT: Municipal Resources captured reported calls for service statistics for the comparable departments as well as Gardiner as many police departments report their calls for service as an indication of the utilization of their services. However, there is no standard for establishing what constitutes a call for service, CFS. Each department is free to create its own policy for what is recorded as a "call". The lowest number of recorded calls among the comparable departments was Rumford with 4,550. The highest number reported was Fairfield with 17,005. The average of the five comparable communities was 10,163 with the Gardiner Police reporting 14,120. Some departments include vehicle stops, report writing, follow up investigations, or washing a cruiser as a call for service while other departments have a much more restricted definition of a CFS. Delving into the policies of each department to understand the construction of these numbers was beyond the scope of the MRI project but the statistics are included here for discussion.

CRIME RATES AND RECORDED INDEX CRIMES

2013 CRIME RATES AND REPORTED INDEX CRIMES

	POPULATION	CRIME RATE	REPORTED INDEX CRIMES
<i>BELFAST</i>	6654	24.50	163
<i>FAIRFIELD</i>	6735	37.85	252
<i>HOULTON</i>	6046	24.64	149
<i>OAKLAND</i>	6240	16.79	105
<i>RUMFORD</i>	5841	39.39	226
<i>AVERAGE</i>	6303	28.63	179
<i>Maine State Average</i>		24.21	
<i>Maine Urban Areas</i>		29.85	
<i>GARDINER</i>	5800	30.36	174
<i>All information has been furnished by the Maine Department of Public Safety 2013 is the latest year for which statistics are available</i>			

COMMENT: Crime statistics in Maine are maintained by the Maine State Police. The crime rate in Maine is related to the number of Index Crimes per 1,000 individuals. The most recent year for reported crime data is 2013. The Index Crimes are listed as murder, rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson. In 2013 the crime rate for the State of Maine was 24.21 per 1,000 individuals. This translates to 24.21 serious crimes reported in the state for every 1,000 residents. This number increases to 29.85 in the state's more urban areas. Among the comparable communities Oakland had the lowest crime rate with 16.79 and Rumford reported the highest at 39.39. The average for the comparable communities was 28.63. Gardiner came in at 30.36 with 174 serious crimes reported in 2013.

OUTSOURCING OPTIONS

Maine State Police

Troop D of the Maine State Police, which covers Gardiner and the surrounding area, is commanded by Lieutenant Aaron D. Hayden, who was approached regarding what services the State Police could offer to the City of Gardiner as an alternative to maintaining its own city police department. Lieutenant Hayden directed this consultant to Maine Statute Title 25, Part 4, Chapter 191, Section 1502, which outlines the responsibilities of the Maine State Police (**see Attachment 5**). Should the State Police be asked to police the City, they would bill the City for the cost of the additional troopers required.

The Lieutenant pointed out that the State Police would not provide a School Resource Officer or an Animal Control Officer. They are not allowed to enforce municipal ordinances and they cannot deliver civil process. Troopers would not be assigned to patrol within the City's boundaries, but rather would be assigned to Troop D which patrols five counties. They would respond to emergency calls and crimes within the City, and depending on the location of the closest trooper available, the response time would be significantly more than a local officer responding from within the City. The State has a Major Crimes Division which handles homicides throughout the State. The Troop has a Property Crimes Unit staffed with two detectives and they cover five counties. The Lieutenant stated he would speak to the Colonel and get an official response.

The official response was received from Lieutenant Hayden via email on May 4, 2015, which read as follows:

*The Command staff has confirmed the below position:
At this time the Maine State Police does not wish to take over policing for the City of Gardiner. This is due in part to budgetary concerns and lack of appropriate manpower to properly and safely police the City of Gardiner.
Respectfully,
Lt. Aaron Hayden*

Kennebec County Sheriff's Office

Kennebec County, Maine, is a county form of government in central Maine with a 2010 population of 122,151, and an area of 951 square miles. There are twenty-five cities and towns within Kennebec County. County Administrator Bob Devlin, a Gardiner resident; Sheriff Randall A. Liberty; and Chief Deputy Ryan Reardon were interviewed for this project and worked with Municipal Resources and the City of Gardiner to develop a response to a request from the City to prepare a proposal for policing the City.

Administrator Devlin, Sheriff Liberty, and Chief Deputy Reardon all agreed that they were interested in responding to the request for a proposal to police the City. The County has prepared proposals for two other communities within the county in the past and they would model their response to Gardiner on these two prior contract proposals, one being China, Maine. There would be some unique characteristics to the Gardiner plan as this undertaking would be significantly different from the rural patrols they do throughout the County. Two examples were given. First, every rural patrol deputy is assigned his/her own cruiser. Chief Deputy Reardon pointed out this would be too expensive for Gardiner and a fleet would have to be established for use within the City. A second issue would be that the rural patrol deputies end their patrols in the early morning hours and there is no on-duty coverage for a couple of hours per night. Gardiner, based upon its history and population, would require twenty-four hour per day coverage. Further discussion will be needed with the City regarding a desire to continue with the services of a dedicated detective, school resource officer, and safety officer. The plan could be developed having these duties replicated by a Sheriff's Department employee or alternatives could be developed. Mr. Devlin pointed out that the Sheriff's Department participates in a number of regional police efforts such as joint task forces for narcotics and underage drinking. They also participate in a dive team, a marine unit, a communications trailer, and a regional communications center.

Analysis of Draft Kennebec County Budget Proposal

Chief Deputy Ryan Reardon submitted a tentative budget proposal for the Kennebec County Sheriff's Office to provide law enforcement services to the City of Gardiner. The Chief Deputy, in a subsequent telephone interview, made it clear this budget was for law enforcement services only and did not include the current position of Safety Officer. The Chief Deputy suggested that if the City wanted to continue with the services provided by the Safety Officer the City could continue to fund that position on its own. At this preliminary stage there are still a number of unknown cost factors. One cost item would be the cost of professional liability and vehicle insurance. That cost is unknown and not included in the proposed budget. A second cost center would be the contract fee associated with dispatch services. Both the City of Gardiner and the Kennebec Sheriff's Office contract with a third party for dispatch services. The fee for adding dispatch services associated with the deputies providing police services in Gardiner is currently unknown. The Gardiner Police are currently paying approximately \$48,000 for this service. A third cost not included in the estimate is the cost of cruiser fuel which currently runs about \$42,000 for the Gardiner Police Department.

The hourly pay rate listed in the proposed budget is associated with a deputy having approximately five years of service. Since the Sheriff's Office was looking toward absorbing the current officers of the Gardiner Police Department the Chief Deputy thought it fair not to offer them a starting deputy pay rate. Chief Deputy Reardon related that the Sheriff's Office purchases their cruisers and the budget reflects that fact. However, there would be some initial savings in the first years of the contract if the current Gardiner Police vehicles were retrofitted

as Sheriff's Office vehicles. Currently the County assesses a 10% administrative fee on contracts similar to the one proposed for Gardiner. The Chief Deputy felt that the \$94,691 was too high to administer eleven deputies. He spoke with the County Administrator who agreed to cut the administrative fee to 5% thus adding \$47,345 to the cost of the contract. To reduce the cost of the overall contract Chief Deputy Reardon suggested that two to two and a half supervisory positions could be eliminated from the proposal. Chief Deputy Reardon felt that the only way to reduce the overall cost of policing the City was to reduce the services currently being provided by the Gardiner Police Department. If the \$90,000 for dispatch service and cruiser fuel discussed above are added to the proposed Sheriff's budget of \$1,041,259 the new proposed total becomes \$1,131,259. This figure exceeds the FY2015 Gardiner Police Budget of \$1,039,921.07 and does not include any costs associated with the Safety Officer position or any insurance costs as yet to be determined. (See Attachment 16)

A question was raised about a hybrid policing model for Gardiner where the Sheriff's Office provided overnight service and the Gardiner Police Department provided a police response during the day and evening hours. In the opinion of MRI this is an unworkable model for the City of Gardiner. It must be remembered that the Kennebec County Sheriff's Office is currently providing "rural patrols" to some communities. This model does not include full, around the clock coverage. Sheriff's deputies currently secure from their patrols in the early morning hours. Calls that come in during non-patrol hours either wait until a deputy comes on duty in the morning or, if the call is of a serious nature, a deputy responds from his/her home. The lack of police presence and the elongated response time would appear to be a non-desirable method of policing for a semi-urban community with building and business assets in a concentrated area that would be highly susceptible to the initiatives of a criminal element. There would be additional issues surrounding this model such as conducting follow-up investigations for crimes committed during the hours when Gardiner Police officers were not working as well as differing computer systems for reporting purposes.

ANALYSIS OF SIMILAR POLICING AGREEMENTS

Review of Proposed China, ME- Kennebec County Sheriff's Office Costs

In 2013, the Kennebec County Sheriff's Office drafted a cost proposal to provide police coverage to China with four Sheriff's Deputies. Starting deputy pay used for this proposal was listed at around \$18.00 per hour. The proposal has not, to date, been accepted. The cost total was derived by estimating a number of personal, equipment, and other expenses. Personnel costs included the deputy's hourly wage, overtime, Social Security, Workman' Compensation, Retirement, and Medical Insurance. The proposal also included uniforms, cruiser financing and maintenance, cellular phones, training, and office supplies. The possibility of the Town having to pay for tuition to the police academy was listed. This cost would be incurred should the Sheriff need to hire previously untrained deputies. An administrative fee was added to the

overall cost projection. The estimated cost of assigning four deputies to China in 2013 was \$319,052.00.

Municipal Resources reached out to the China Town Manager, Daniel J. L'Heureux. He stated that at the time of the initial proposal, a Town constable was in transition to becoming a police officer and the Town delayed making a decision. Mr. L'Heureux stated, while they are still not close to moving forward, the Town is now again interested in looking at the option of being policed by the Sheriff's Office (see Attachment 6).

Standish, ME, Policed by Cumberland County Sheriff's Office

Standish, Maine, is a community of 9,874 residents with 80.59 square miles. It is a part of Cumberland County. Mr. Gordon Billington is the Town Manager and he was interviewed for this project. Mr. Billington states that The Town of Standish has had a contract to police the community with the Cumberland County Sheriff's Office since around 1990. He has been the Town Manager for the last fifteen years and was an elected official before taking over the Manager's role. The Town is very satisfied with the services and cannot say enough about how responsive the Sheriff's Office is to community issues. The contract is for 5.4 deputies. This pays for 4.4 deputies for patrol, plus one officer dedicated to community policing. This number of deputies allows for one deputy to be on duty 24/7. Because of vacation time, regular days off, sick time, training days, it is normal to have on staff approximately 1.5 the number of officers you would want to see during a 24 hour period. With Standish desiring to have one officer on duty around the clock or three officers, it would be expected to staff this community with 1.5 that number or approximately 4.5 deputies. Backup could come from a supervisor, a detective, rural patrol deputy, or the school officer. On rare occasions, a backup might be called from one of the surrounding departments which have a police department such as Gorham.

The entire contract for Fiscal Year 2016 is \$436,516.56. This figure includes deputies, supervision, and training. Cruisers and equipment are included in the contract price. A benefit noted by Mr. Billington for having the Sheriff's Office police the community is that if a cruiser breaks down the Sheriff's Office provides a replacement. If a deputy is out sick the Sheriff provides a replacement. Prior to contracting with the Sheriff's Office there was a Standish Police Department. There were internal problems and the Town zero funded the department. Now the issue is strictly economic as Mr. Billington reports that operating a local police department for his community would cost over one million dollars. The school district has a separate contract with the Sheriff's Office for a full-time officer in the schools. Investigations are handled by the Detective's Unit of the Sheriff's Office.

Cumberland County Sheriff Kevin J. Joyce was interviewed as part of this research. He reiterated the contract with Standish is one of long-standing. The agreement with the Town requires the purchasing of one outfitted cruiser per year. The Sheriff reported that his deputies

work ten hour shifts, and 4.4 deputies provide for one deputy on patrol 24/7. The contract is actually for 5.4 deputies as the additional deputy is for community policing initiatives at the request of the Town. Standish has Sebago Lake within its jurisdiction and the summers can get busy. The Sheriff stated that one deputy is probably insufficient for a community of almost 10,000 residents when you add summer activity and the need to often drive around the lake. However, this staffing model sufficiently meets the current expectations of the residents.

The Sheriff's Office also provides administration, a dive team, a K-9 team, and a tactical team to Standish. The Town provides an office for the deputies within the Public Safety/Town Office Building. This office is furnished with phones, internet, furniture, etc. at no cost to the Sheriff's Office. The contract includes a 3% administration fee. Should an arrest be made in town, the prisoner is immediately transported to the Cumberland County Jail in Portland for booking and lockup.

The Cumberland County Sheriff's Office currently has contracts to provide deputies to three towns, one school system, the District Attorney's Office, and two islands in Casco Bay during the summer. The contract with Standish is held up as the model for all communities in the county seeking to be policed by the Sheriff's Office.

Review of the Standish, ME -Cumberland County Sheriff's Office Costs

The Town of Standish has had this policing arrangement in place for many years. The Cumberland County Sheriff's Office shared its upcoming Fiscal Year 2016 budget for Standish with Municipal Resources for review. This budget is for 5.4 deputies as described above. The cost for a deputy starts with an hourly rate that is approximately \$4.00 higher than that quoted by Kennebec County in 2013. Other personnel costs listed include vacation days, holidays, personal days, and sick days. Benefit costs, such as Social Security, Workman's Compensation, Retirement, and Health Insurance, are included. Costs are estimated for vehicle and professional liability insurances, and uniforms, as well as expenses associated with a five vehicle fleet. There is a 3% contract supervision fee. The total cost for Fiscal Year 2016 is quoted as \$436,516.56 (see Attachment 7).

Review of the Standish, ME -Cumberland County Sheriff's Office Contract

The written contract between the Town of Standish and the Cumberland County Sheriff's Office is a fourteen page document. It is well written, in clear and understandable language, and covers a number of important issues. The contract delineates, in an exact fashion, the obligations and responsibilities of the Town and the Sheriff's Office for the duration of the contract. In addition to assigning one deputy twenty-four hours a day, the contract specifies the additional services that the Sheriff's Office will provide. These services include prisoner and jail services, traffic crash investigations, criminal investigations, records retention, and training. The document outlines the reports which will be provided to the Town by the Sheriff and the

attendance of the Chief Deputy at municipal meetings as necessary. The contract deals with hiring decisions for deputies to be assigned to the Town and how citizen complaints against deputies will be resolved. One interesting item which differs from the arrangement proposed by the Kennebec Sheriff's Office in their China proposal is the ownership of cruisers. In the Standish contract the Town owns the cruisers. In the China proposal the Sheriff's Office owns the cruisers. If a proposal from Kennebec County moves forward Gardiner should review all aspects of this issue including insurance, fuel, and maintenance before agreeing to the cruiser ownership issue. The Standish contract calls for the Town to provide a substation within the community and to provide the fuel for cruisers. Additionally, the contract includes language on the topics of arbitration, indemnity, and termination of the agreement. Municipal Resources finds that this legal document covers a number of items which should be contained in such a contract and should be reviewed in concert with any proposed contract offered by the Kennebec County Sheriff's Office (**see Attachment 8**).

Madison, ME, considering contract with Somerset County Sheriff's Department

The voters of Madison decided on June 8, 2015 through the ballot to disband their own six sworn officer police department and to contract with the Somerset County Sheriff's Department to police the Town of 4,855. The question was presented as two line items in the proposed budget. The budget, recommended by the Board of Selectmen, had a zero amount for the town police department and a \$480,000.00 budget for the Sheriff's Contract. The annual police budget for the community averaged around \$600,000.00 in past years. Interim Town Manager Tim Curtis told Municipal Resources prior to the vote that he felt the citizens were split approximately equally on the issue of keeping their own police department versus having a Madison Division of the Somerset County Sheriff's Department and could not predict an outcome. He felt the monetary difference was not that great with the most of the savings coming from not having a police chief. The sitting chief is retiring which precipitated this potential move. Over and above the chief's salary and his benefit package any additional savings will come from a decrease in the benefits offered to employees as the Sheriff's benefit package, mostly health insurance, is not as favorable to employees as is the Town's current benefits offering. Mr. Curtis stated the concern heard most often from citizens opposed to the change was the "loss of local control". The change in policing agencies took place effective July 1, 2015 and all current Madison Police officers became Deputy Sheriffs. .

Also reported on June 8, 2015 was the vote of the citizens of Mexico, Maine not to contract with the Oxford County Sheriff's Department and rather to keep their own police department. This vote also puts an end to the potential of the County Sheriff policing the Town of Rumford as the proposal offered by the Sheriff was to police both Mexico and Rumford or neither community.

CITY OPERATED POLICE SERVICES VERSUS OUTSOURCING

Municipally operated or outsourced police service delivery systems can be and are effective across the country. The leadership, organization, and purpose of an agency providing the service are all factors in determining how effective a policing agency is in providing that service.

City Operated Police Services

The operation of a city police department has several advantages. Local control of government functions has always been valued for obvious reasons. The ability of the community to achieve its desired public policies is easier when officials closest to the issues have the ability to channel resources to achieve the desired objectives. Compact areas where people work and live tend to lend themselves to more social interaction and interpersonal reliance. Municipalities in New England and the Northeastern United States place a heavy reliance upon local policing funded and operated by municipalities. Other parts of the country which tend to be more rural and less populated place a greater reliance on regional policing predominantly in the form of county based policing. Even then the more urban or compact areas of a rural country still rely on some form of municipal policing.

There has been strong emphasis in efforts to enhance “community policing” across the nation. The concept is for the police to be embedded in the community and its culture. Some feel this can only be done at the local level by municipal government. The officers serving a community often live in the community and participate in organizations and events in the community. They are a part of the community and the culture of its daily life. The officers know the local business owners and the residents of particular neighborhoods.

With a local police department the leadership of the department and its personnel are hired, promoted, and disciplined by the local officials. Department budgets, labor contracts, as well as salaries and benefits, are set by local elected officials. Interdepartmental cooperation of city departments has an improved potential for success.

Outsourcing Policing Services

The most advantageous value of outsourcing police services is the potential for cost reductions. Economies of scale can reduce operating and capital costs of providing any municipal service. Outsourcing can take many forms such as contracting with another municipality, the county sheriff, or the state police. Regional police forces are another example of outsourcing to achieving economies of scale. There are several such police forces in Pennsylvania, New York, and one in New Hampshire. More commonly municipal police departments are regionalizing one or several policing functions. This is particularly common in Massachusetts and New Hampshire. This can best be described by the following passage describing the services

provided by the Northeastern Massachusetts Law Enforcement Council (NEMLEC) which is funded by the municipalities it serves.

Simply stated, a law enforcement council coordinates a collaborative partnership of police agencies in a region that share knowledge, resources, and personnel for the benefit of public safety.

There are over 18,000 law enforcement agencies in the United States. Approximately 85% have less than 24 sworn police officers. Agencies must efficiently manage the resources they have to provide public safety services in their communities, and most often provide patrol, 911 response, and criminal investigations. The ability to provide specialized services, such as electronic media assistance, search & rescue, and school safety may be limited. NEMLEC partnerships make many additional services available. By coordinating the sharing of police personnel, NEMLEC offers member police department's access to added resources on a moment's notice. This allows one agency, if they request aid, to increase its resources temporarily in response to an emergency or large event. NEMLEC's member agencies are committed to sharing assets and ensuring that communities are prepared for unplanned special occurrences.

Municipalities maintain a degree of control over outsourced policing options in that they are operated by elected officials or appointed officials who report to elected officials. However these officials answer to a larger constituency of which the local community is a part. The degree of control is obviously more tenuous. In those cases in which services are contracted and funded by the municipality there is a greater degree of control.

Economies of scale can be achieved by spreading the costs over a larger area. Specialized functions such as investigations, administration, communications, training, facilities, and equipment can be concentrated at a lesser cost while at the same time providing a higher potential for high quality of service.

This is particularly the case in regards to investigations. There may be several incidents of burglary in four or five communities in an area. It is more efficient for one detective to investigate several crimes which may be related than four detectives in four communities with jurisdictional limitations trying to achieve the same result.

The administration of modern police departments has continued to grow more complex. The cost of having a chief law enforcement officer and supervisory staff in four communities can be consolidated in a regional or county sheriff's department. This can result in fewer staff and reduced operational costs.

The call volume in our example of four communities on the midnight shift may not warrant having four officers on duty in the four separate jurisdictions. Two officers may be able to cover the same area at half the cost and yet still be able to meet the needs of the entire area.

Outsourcing can only be effective if the entity providing the service has a genuine and compelling need to provide that service. In the case of regional police departments controlled by a police commission composed of elected or appointed commissioners from the communities it serves, the model has been effective. The York County Maine Sheriff's Office has had a long standing program of assigning what they refer to as a "local" deputy to a small town. This policing methodology provides a similar concept to local police in that the deputy is familiar with the community, its businesses and citizens, and is a part of that community. The State Police in Maine, Vermont, and New Hampshire are assigned to dedicated areas where they also live and provide policing services to the local community. In the case of county or state delivered services, the agencies providing those services are not solely dedicated to any one community. The political influence and funding impacts on these agencies are less influenced by any given municipality than they are on the larger county or state jurisdiction they serve.

Outsourcing or regional policing can only be effective if all of the stakeholders have a compelling need and desire to provide those services collectively. Many regional or shared policing initiatives fail due to this underlying, bedrock requirement.

POTENTIAL FOR DECREASES IN CURRENT BUDGET AND INCOME ENHANCEMENTS

The MRI Police Team reviewed the Fiscal Year 2015 and Fiscal Year 2016 Gardiner Police budgets and agrees with Chief Toman that there is nothing left to cut other than positions. Other line items such as training, computers, equipment and maintenance, vehicles and maintenance, and outreach initiatives are all quite modest and should not be reduced further. A review of grant income indicates that the Gardiner Police Department does participate in, and benefit from, utilization of available State and Federal Grant programs. These funds are required to be used to supplement rather than supplant municipal funds. Many grants, like those awarded to Gardiner, are used for driving while intoxicated or seat belt enforcement patrols on an overtime basis. Officers assigned to these patrols are dedicated solely to the tasks associated with the grant and cannot replace shift officers.

Municipal Resources believes there are tangible and intangible reasons to maintaining a local police department. However, projected deficits in the municipal budget have motivated the City to look at all possible means of reducing the size of the budget, while minimizing the impact on service delivery. The heart of any police department would be the officers assigned to the patrol function. They prevent crime and disorder through preventative patrol and respond for calls of crimes, incidents, and accidents. The patrol function of having a trained and equipped police officer ready to respond to any call for service, is the core of policing. There is tremendous value to the citizens of Gardiner derived through the efforts of the School Resource Officer, the Detective, and the Safety Officer. However, if the continuance of the

Gardiner Police Department is in question due to budgetary restraints, these positions could be studied as a potential source for budget reduction.

The Safety Officer currently performs four functions including animal control officer, harbormaster, parking control officer, and crossing guard. Each of these functions needs to be performed regardless of the existence of a designated position. Should this position be eliminated, each of these functions would likely fall to the patrol officers. It can be anticipated that the level of service to customers of each of these services would not be as high as is experienced with the position in place. Chapter 7 of the City of Gardner Code includes ordinances regarding the licensing and control of dogs within the City. Chapter 5 of the Code includes a list of traffic and parking rules. Chief Toman reports that approximately 90% of parking enforcement is currently done by the Safety Officer. Eliminating this position would also affect the amount of income the City derives from parking fines. In addition to issuing temporary docking permits, the Safety Officer keeps a close eye on the dock and park area, Gardiner Landing, in her role as Harbormaster.

The School Resource Officer salary is paid through a cost sharing partnership with 5/6 of the salary being paid by the School District and 1/6 being paid by the Police Department. The School District would need to have input on the continuance of the position. It must be remembered that the School Officer fills in for officers on summer vacation on straight time. Minus this position, shift openings would require an increase in the overtime budget. The School Officer is assigned to work with students and staff in the High and Middle schools, as well as the two elementary schools.

The current table of organization for the Gardiner Police Department includes a full-time Detective. This individual concentrates his efforts on investigations that can lead to the solving of serious crimes. Investigations can take hours of an officer's time seeking evidence, tracking down leads, and interviewing suspects and witnesses. Eliminating this position would leave all serious criminal investigations with the initial responding patrol officer. That officer would then move each investigation forward as time allowed. One potential outcome of this move could be that the quality of these investigations would diminish and the time required to bring an investigation to completion would be increased. An alternative methodology could be that the Department takes a more "team policing" approach to crime solving with the initial officer sharing information and seeking assistance from other officers.

Ideas for Maintaining a Fiscally Conservative Police Budget

The MRI police team looked for areas of the department's operations to determine where costs could be decreased. MRI found no glaring areas of inefficiency. The management of the department is fiscally conservative. The MRI police team makes the following observations:

1. The Police Department currently utilizes competitive purchasing of products and services. This includes shopping for lesser cost alternatives. If not done already, the City should have all departments make repeat purchases, such as office supplies, from one selected vendor to gain purchasing power through bulk ordering.
2. The City should look to the County and the area planning agency to assist in putting together cooperative groupings of municipalities to benefit from increased volume purchases. Examples would be police uniforms, radios, ammunition, or vehicles. State bids should continue to be reviewed before making any purchases.
3. Municipal Resources reviewed the current contract between the City and the Gardiner Police Officers Association and found it to be very reasonable as it pertains to the filling of open shifts. The Department has a great deal of flexibility to utilize the School Service Officer, the Detective, and Reserve Officers before hiring permanent patrol officers on overtime. This language should be maintained in future contracts.
4. One abutting community requests their county sheriff's office to take over all sex crimes and child abuse cases. This possibility could be researched for Gardiner with Kennebec County. If this move was taken there would be a reduction in training and overtime costs associated with these incidents.
5. While it would be unusual for a community of Gardiner's size, the community could consider requesting the Chief to work some hours on patrol to impact replacement hiring. The impact on the administration of the department would need to be considered.
6. MRI would suggest that consideration be given to eliminating the position of detective. This report has previously noted that a second officer on patrol during the day shift would be of value and would more closely resemble comparable communities. The detective position could be modified to be that second patrol officer. If the City and the Department was forced to have a reduction in staff for the Gardiner Police Department there would be two positions to review, the Detective and the Safety Officer.
7. MRI suggests the call rate for the Gardiner Safety Officer responding to animal control calls in Piston be re-visited. This arrangement allows the Town of Piston to eliminate the position with all the administrative and overhead costs associated with it. While the current agreement helps both communities in some manner and should be continued, the rate charged should include the true

costs associated with lending this position and the associated vehicle to Piston on an as needed basis.

8. In February 2014, Chief Toman authored a memorandum outlining how he would approach budgets with the following requirements: a level funded budget, a 5% reduction, a 10% reduction, a 12% reduction, and a 15% reduction. This document outlined the specific line items to be reduced or eliminated including positions. Most importantly, the memorandum explains the street level impact of each proposed reduction. The MRI police team is in agreement with the potential budget cut recommendations, as well as the listed anticipated impact. This document, or an updated version, should be studied by the City as it makes its decisions regarding Police Department funding (**see Attachment 9**).

Examples of Efficiencies Instituted by Chief James M. Toman

1. During the school vacation period, the School Resource Officer is assigned to replace officers on vacation, reducing the need for overtime during this period.
2. Utilization of a staggered staffing plan keeping two officers on the street from 3PM to 7AM. During daylight hours backup is provided by the Chief, the Detective, or the School Resource Officer.
3. During the months of May, June, and July the floater officer is scheduled to work 356 hours of open shifts. Recently, the floater officer filled all the vacant shifts created when an officer attended the mandatory eighteen week Maine Criminal Justice Academy. All of this time would have been filled with overtime minus the concept of the floater officer.
4. The detective works in uniform when needed to fill open shifts.
5. Research has determined that the police dispatching function might be secured at a more attractive rate by moving to another centralized dispatch center. That move is being actively discussed.
6. The department is researching the potential for utilizing a new radio maintenance company. The new company is closer than the one currently being used. The current company charges \$70.00 to drive to Gardiner to make any needed repairs.
7. Chief Toman has utilized on-line training as much as possible to reduce the cost of training within the department.

8. Vehicles appear to be appropriately maintained including preventative maintenance.
9. Vehicle rotation and assignment is implemented to maximize the useful life of the present fleet.
10. Shift coverage assignments are appropriate considering the analysis of calls for service based upon time of day and day of week, types of crimes, and availability of mutual aid.
11. Common risk management procedures and protocols are in place.
12. Gardiner Police utilize State of Maine bid prices when purchasing items such as cruisers, tires, and police uniforms. Even then the department still shops around to make sure an item cannot be purchased at a better price.
13. The Gardiner Police Department has worked with the City in reducing the costs associated with cell phone plans, fuel for vehicles and heating, health insurance plans, and desk-top phone systems.

Identification of Opportunities for Revenue Enhancement

The fees for most services provided by the Police Department (applicable services which are subject to fees) are consistent with the amounts that comparable departments charge. Some fees are established by state statute and cannot be changed at the municipal level. There are two fees which should be reviewed; outside detail rates and alarm permits/fines.

The detail rate is presently \$35 per hour. The officer working the detail is paid the full \$35 per hour. Presently, the City is subsidizing the wage driven costs for each hour of an outside detail. The City calculated the wage driven cost at present to be \$4.49 per hour. The department received \$6,610 in revenue for outside details in 2014. This equated to approximately 189 hours of outside details. The city subsidized \$848 of the wage driven costs. As of April 2015, the department received \$4,620 in revenue for outside details. This equates to 132 hours of outside detail. The city subsidized \$592 of the wage driven costs for the year so far. This issue was discussed with Chief Toman during the site visit. It is our understanding the detail rate is being changed effective June 1, 2015. Some communities also include an administration fee in the detail rate to compensate the city or town for the cost of processing the bills and payments associated with private police details.

The department does not charge a fee for use of a police vehicle associated with an outside detail. Thus, the City subsidizes the cost of fuel, as well as wear and tear on the vehicle. The information from the Police Department indicates police vehicle usage for an outside detail is

generally limited to transportation to and from the detail location. Police vehicles are rarely used for road details or are rarely left running at other types of details. Although there is a potential for additional revenue, the amount may be limited for vehicle usage fees. Some departments charge as much as \$10 per hour for usage of police vehicles at details. The City should consider having such a fee plan in place should a large construction project be presented requiring the utilization of police cruisers for safety purposes.

The top three users of outside details are the Gardiner Area High School, Gardiner Middle School, and Gardiner Main Street. The potential for revenues are clearly limited in this regard; however, such a fee will help to defray costs to the City.

The second area for potential revenue would be alarm response fees for nuisance alarms that property owners neglect to maintain properly. Chapter 4 of the City of Gardiner Municipal Code (**see Attachment 10**) contains ordinances which detail the permitting of alarms, as well as fines for nuisance fire and police related alarms. Our discussions with Chief Toman indicated the department was not issuing permits or enforcing the provisions of the ordinance. The purpose of ordinances of this nature is to reduce the need for police responses for defective alarms. Additionally, the credibility of an alarm system to officers is minimized due to repeated false alarms. Properly working and maintained alarm systems reduce demands on police resources and increase their vigilance when responding.

The largest potential for additional revenue to reduce overhead expenses would be to provide police services on a contracted basis for a surrounding community. This option has been discussed previously in this report and is currently finding no takers.

Concealed weapons permit fees are established by state statute. The fee for a new permit is \$35 of which the state retains \$25. The fee for renewals is \$20 of which the state retains \$15. The department receives \$50 per officer, per day, for appearances in court.

The fee for copies of police reports is \$10 per report in Gardiner. The rate for copies of police reports ranges from \$10 to \$25 in many departments across the country. The average for departments comparable to Gardiner was \$7.20. Rates in some communities are set by page. Some communities base the rate on the actual cost of researching, copying, and sending such reports. Insurance companies are the most common requestors of police reports.

The department charges a fee of \$3 per card for processing fingerprint cards. The cards are generally for employment in government positions or government regulated professions. Most comparable departments do not presently charge for taking civilian fingerprints.

It is interesting to note that the Houlton, Maine, Police Department receives \$9,000 annually from its water district to provide dispatch service after 5PM. This department also receives \$400.00 per year for providing animal control services to an adjacent community.

As can be seen in the many interviews with officials from surrounding communities seen above, there is almost no interest, at this time, from any surrounding municipality for receiving police services from the Gardner Police Department. There is an interest in attempting to reduce budgets through participation in regional approaches to specific police activities. Training was the one area most discussed. Many departments do already participate in regional efforts such as underage drinking, drug enforcement, and a dive team. Regionalization in this example means sharing personnel and resources from existing agencies. There was no expressed interest among surrounding communities in a regional model of policing where one police department policed multiple jurisdictions. Surrounding communities, therefore, will not be part of any solution to reduce the cost of policing Gardiner.

STATE AND FEDERAL LAW, COURT MANDATES, AND POLICE CONTRACT REVIEW

Review of State Laws Impacting Policing Options In Maine

Municipalities within the State of Maine exercise the power of home rule as defined by statute. Municipalities are not required to operate police departments. Municipalities that choose to exercise a law enforcement function must comply with the applicable statutes and regulations of the State of Maine and the Federal government. The elected sheriffs of the state have the authority to perform general policing functions in the municipalities within their respective counties through 30-A MRSA §452 and §455. Section 452 would be the enabling state statute which would allow the City of Gardiner to contract with the Kennebec Sheriff's Office to police the City. Section 455 allows for the Sheriff to provide investigation, intelligence, or laboratory services to municipal departments (see **Attachments 11 and 12**). The Maine State Police have concurrent jurisdiction throughout the State of Maine per 25 MRSA §1502 (as mentioned in **Attachment 5 above**). The State Police Bureau of Consolidated Emergency Communications is authorized to operate and charge municipalities fees for dispatch services through Title 25 MSRA sections 1533 and 1535 (see **Attachments 13 and 14**).

Maine State Law under the provisions of 115 MRSA §2203, Joint Exercise of Powers, allows municipalities to exercise their powers jointly with other parties. This provision of law allows for regional policing options in the broad sense (see **Attachment 15**).

State and Federal Mandates for Policing

A search of the Maine Revised Statutes Annotated found no mandate that a municipality in Maine has to have a police department or that police services must be rendered. However, the State of Maine and the Federal Government have created a large number of mandates regarding how the work of policing is to be accomplished when provided. State and Federal Courts also place significant restrictions on how policing is to be accomplished. It is the opinion

of Municipal Resources that these mandates, generally known to law enforcement leadership, can and should be codified through the utilization of department policy and procedure by the agency policing a jurisdiction. Should the City of Gardiner consider changing their policing agency, it would be of value to include language to indicate acceptance of these and future mandates by the chosen policing agency. Any police department in America would be well served by having their policies and procedures be written in concert with the standards of the Commission for the Accreditation of Law Enforcement Agencies, Inc. (CALEA). The standards published by CALEA are considered national best practices and agencies around the county are moving to be in compliance whenever possible.

Review of Labor Contracts Impacting Policing Methods

The Gardiner Police Officers Association which is affiliated with the Maine Association of Police is the collective bargaining unit for the Gardiner Police Department. The present agreement took effect July 1, 2014, and ends June 30, 2017. The present agreement does not contain any provisions requiring minimum staffing levels. There were no provisions in regards to the layoff of personnel. There is nothing within the agreement which would prohibit the City from regionalizing or contracting with outside entities to provide some or all of the present policing functions.

CONCLUDING THOUGHTS

There are significant benefits to a community having its own police department. Municipal Resources believes that the City should give considerable consideration to all options before considering outsourcing the policing of the community to another agency. The MRI police team does fully understand the significant budgetary pressure elected and appointed officials are facing due to decreasing state aid and a decreasing population. Our research has determined that there is virtually no interest in surrounding communities to be policed by the Gardner Police Department. This is not due to any negative attitudes against the department but simply based upon economics. Current policing budgets for some of these towns are non-existent or a few thousand dollars for constables. However, the needs of the Gardner population, as well as the documented services delivered and calls answered, make any comparison untenable. When compared with police departments in like communities, the Gardiner Police Department is on a very even par. The budget, personnel, and equipment are all quite similar. A number of comparable communities have a full-time detective, a full-time school resource officer, a full-time administrative assistant, and individuals performing animal control and parking control duties. As mentioned above, Municipal Resources does not feel comparisons for calls for service are of significant value as what constitutes a call for service varies widely from community to community. However, the much better defined crime statistics maintained by the Maine Department of Public Safety show the similarity between the selected comparable communities with crime rates and reported major crimes.

The Maine State Police has taken itself out of contention for a contract to police the City of Gardiner. There is no potential for a regional policing agency. There is no interest in Gardner policing neighboring towns. There are two alternatives remaining. Option one is to maintain a local police department and make budgetary revisions to the extent necessary or, option two, is to give consideration to a proposal which was constructed by the Kennebec County Sheriff's Office. It would be anticipated that the patrol function would remain with a similar complement. The City and the Sheriff's Office could negotiate on the inclusion of a detective, a school resource officer, and a safety officer. It is further likely that the space dedicated to the police operation would remain in use and that the number of cruisers would be equivalent to what exists presently. The main savings would come from the elimination of the salary and benefits associated with the chief of police's position. Other savings could come from the potential of a lower hourly wage and benefit package for deputy sheriffs versus Gardiner police officers which should be compared closely. The decision the City will be required to make will be done by analyzing the value of any anticipated economic savings versus the benefit of a local police chief and local control of the police department by local officials. The very close similarity of the police budgets of the Gardiner Police Department and the Kennebec County Sheriff's Office projections to police Gardiner indicate to MRI that the only potential savings in future budgets would come from a reduction in staff and associated reductions in service.

THE PROJECT TEAM

Project Manager/Consultant

Alan S. Gould, Vice President and Chief Operating Officer, is a graduate of Saint Anselm College with a BS degree in Criminal Justice. He is certified as a Public Manager by the American Academy of Certified Public Managers and has completed numerous management and leadership programs including the Babson Command Training Institute and the FBI's LEEDS program. He is recognized for his creativity in community policing and his leadership in promoting ethics in the law enforcement community. Mr. Gould began his public sector career with the Salem, NH, Police Department where, during 21 years, he served at all ranks of the Department. He served as Chief of Police in Rye, NH, where, upon retirement from law enforcement, he was appointed and served as Town Administrator until joining MRI in 2008. Mr. Gould served as the Ethics Instructor at the New Hampshire Police Academy for 15 years and has been an instructor of college courses in Criminal Code, Criminal Investigation, Report Writing, Constitutional Law, and Juvenile Delinquency. Among his many community involvements, Alan served as an initial incorporator of two non-profit organizations; one addressing family violence and visitation issues, and the other established to help seniors remain in their homes as they age. He continues to serve as Deputy Emergency Management Director in the coastal community of Rye, NH, located within the Seabrook Nuclear Power Plant's Emergency Planning Zone. In addition to his responsibilities as MRI's Chief Operating Officer, Mr. Gould manages most of the company's public safety projects including operational studies and "internal" investigations. Mr. Gould also specializes in recruitment/selection processes for executive level municipal positions and has completed dozens of processes for top management positions throughout New England.

Team Members

Bruce A. MacDougall obtained his Master of Science in Criminal Justice Administration from Northeastern University in Boston in 1978, and his Bachelor of Arts in American Government from Boston University in 1972. He has also attended professional training through the Federal Bureau of Investigation's Law Enforcement Executive Development Seminar Program and through the Police Executive Research Forum's Senior Management Institute for Police. He retired in 2002, after 30 years of active police service, as Chief of the Methuen, Massachusetts, Police Department, where he spent most of his law enforcement career. In Methuen, he rose through the ranks from Dispatcher to Chief. As Chief for 9 years, he was responsible for the planning, organizing, staffing, directing, and administering a department of 84 sworn officers and 16 civilian staff members, in a diverse community of 44,000 citizens, with a total department budget of seven million dollars. He has been an Instructor of Criminal Justice at Northern Essex Community College and an Instructor of Constitutional Law for the Massachusetts Criminal Justice Training Council. In addition to teaching, Chief MacDougall has been involved in a number of police and corrections consulting assignments, including being

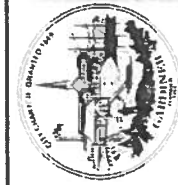
assigned as Interim Chief, conducting internal affairs investigations and management studies, completing evidence audits, accreditation reviews and preparation, as well as participation in assessment centers and executive selection teams. From 2006 through 2008, Chief MacDougall served as the Director of the Massachusetts Police Leadership Institute in Lowell, Massachusetts. He is Past President of the Essex County Chiefs of Police Association and past Vice-President of the North Eastern Massachusetts Law Enforcement Council.

Shaun W. Mulholland is a graduate of the University of New Hampshire where he obtained a BA in Political Science in 1991 and a Masters of Public Administration degree in 2010. He also attended training from the FBI's Law Enforcement Executive Development Seminar Program. He retired in 2013, after 23 years in law enforcement as the Chief of Police for the Allenstown, New Hampshire, Police Department, where he spent most of his career. He is a past president of the Central NH Special Operations Unit, a regional tactical special response team covering communities in three NH counties. Mr. Mulholland also spent 22 years in the Army Reserve and National Guard including deployments to Iraq and Bosnia as a military policeman. He retired in 2007 as a Master Sergeant. He is presently the Town Administrator for the Town of Allenstown, NH, and continues to serve as the town's emergency management director, a post which he has maintained since 2006. He continues to serve as one of two representatives to the FEMA Region 1 Advisory Council for emergency management. He is a certified evaluator for the Homeland Security Exercise Program, as well a former mentor for the IACP Police Chief Mentoring Program. He continues to serve as instructor at the New Hampshire Police Academy. He serves on the Tri-Town Emergency Medical Service Board of Directors as its chairman. He is a member of the NH Seacoast Incident Management Team in the Planning Section.

ATTACHMENT 1



Municipal
Resources
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City of Gardiner
FY16 Budget Summary

Department:	Police
Division:	N/A

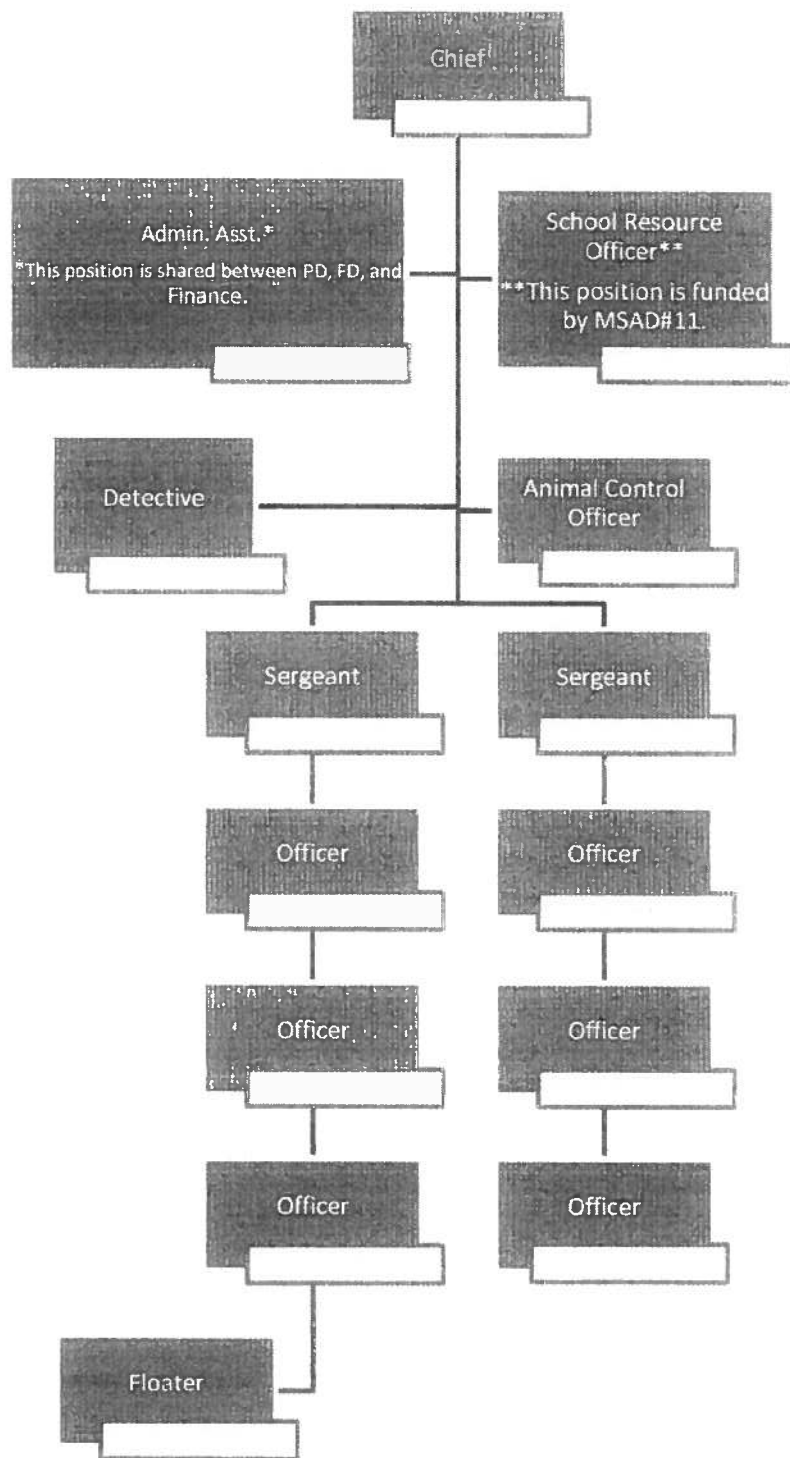
Category	FY13 Approved	FY14 Approved	FY15 Approved	FY16 Dept. Request	FY16 Manager Recommended	FY16 Council Approved	\$ Change FY15-FY16	% Change FY15-FY16
Wages	\$ 617,104.44	\$ 629,328.00	\$ 627,180.59	\$ 639,378.41	\$ 650,428.41	\$ -	\$ 23,247.82	3.7%
Benefits	\$ 237,656.34	\$ 235,555.00	\$ 229,896.80	\$ 256,121.69	\$ 239,572.19	\$ -	\$ 9,675.39	4.2%
Travel & Training	\$ 8,500.00	\$ 8,500.00	\$ 12,500.00	\$ 8,700.00	\$ 8,700.00	\$ -	\$ (3,800.00)	-30.4%
Dues & Subscriptions	\$ 480.00	\$ 555.00	\$ 555.00	\$ 555.00	\$ 555.00	\$ -	\$ -	0.0%
Computers & Devices	\$ 14,573.08	\$ 13,626.00	\$ 14,135.00	\$ 14,908.00	\$ 14,908.00	\$ -	\$ 773.00	5.5%
Materials & Supplies	\$ 5,049.30	\$ 4,540.00	\$ 4,540.00	\$ 4,540.00	\$ 4,540.00	\$ -	\$ -	0.0%
Equipment & Maintenance	\$ 8,600.25	\$ 5,500.00	\$ 5,500.00	\$ 8,200.00	\$ 8,200.00	\$ -	\$ 2,700.00	49.1%
Buildings & Maintenance	\$ -	\$ 876.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Vehicles & Maintenance	\$ 57,174.63	\$ 54,775.00	\$ 51,775.00	\$ 41,175.00	\$ 41,175.00	\$ -	\$ (10,600.00)	-20.5%
Advertising & Outreach	\$ 1,270.00	\$ 1,270.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional Services	\$ 14,849.00	\$ 74,537.00	\$ 74,536.62	\$ 79,781.20	\$ 79,781.20	\$ -	\$ 5,244.58	7.0%
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL OPERATING	\$ 965,257.04	\$ 1,029,062.00	\$ 1,020,619.01	\$ 1,053,359.30	\$ 1,047,859.80	\$ -	\$ 27,240.79	2.7%
TOTAL CAPITAL/DEBT	\$ 20,671.00	\$ 16,833.72	\$ 19,302.06	\$ 24,706.78	\$ 24,487.16	\$ -	\$ 5,185.10	26.9%
TOTAL BUDGET	\$ 985,928.04	\$ 1,045,895.72	\$ 1,039,921.07	\$ 1,078,066.08	\$ 1,072,346.96	\$ -	\$ 32,425.89	3.1%



ATTACHMENT 2



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ATTACHMENT 3



Municipal
Resources
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Maine Revised Statutes

- ☐ [§784-B PDF](#)
- ☐ [§784-B MS-WORD](#)
- ☐ [STATUTE SEARCH](#)
- ☐ [CH. 13 CONTENTS](#)
- ☐ [TITLE 37-B CONTENTS](#)
- ☐ [LIST OF TITLES](#)
- ☐ [DISCLAIMER](#)
- ☐ [MAINE LAW](#)
- ☐ [REVISOR'S OFFICE](#)
- ☐ [MAINE LEGISLATURE](#)

§784-A **Title 37-B:** **§785**
DEFENSE, VETERANS AND EMERGENCY
MANAGEMENT HEADING: PL 1997, C. 455, §9
(RPR)
Chapter 13: MAINE EMERGENCY MANAGEMENT
AGENCY HEADING: PL 1987, C. 370, §13 (RPR)
Subchapter 3: LOCAL EMERGENCY
MANAGEMENT PROGRAMS HEADING: PL 2001, C.
614, §12 (RPR); C. 662, §81 (RPR)

§784-B. Maine First Responders State-wide Mutual Aid Agreement

All political subdivisions within the State are covered by the Maine First Responders State-wide Mutual Aid Agreement, dated November 2008, as drafted by the agency and referred to in this section as "the agreement," except that a political subdivision may withdraw from the agreement by enacting a local ordinance that withdraws from the agreement. [2009, c. 175, §1 (NEW).]

A local first responder agency may provide emergency management, fire, law enforcement, emergency medical, public works and other emergency services as necessary upon the request of any political subdivision within the State in accordance with the agreement. Additional preexisting contracts or agreements with the jurisdiction requesting the services are not required. [2009, c. 175, §1 (NEW).]

SECTION HISTORY
2009, c. 175, §1 (NEW).

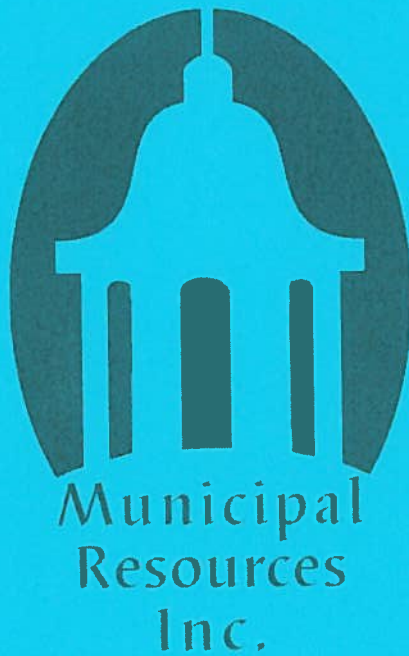
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Office of the Revisor of Statutes

**7 State House Station
State House Room 108
Augusta, Maine 04333-0007**

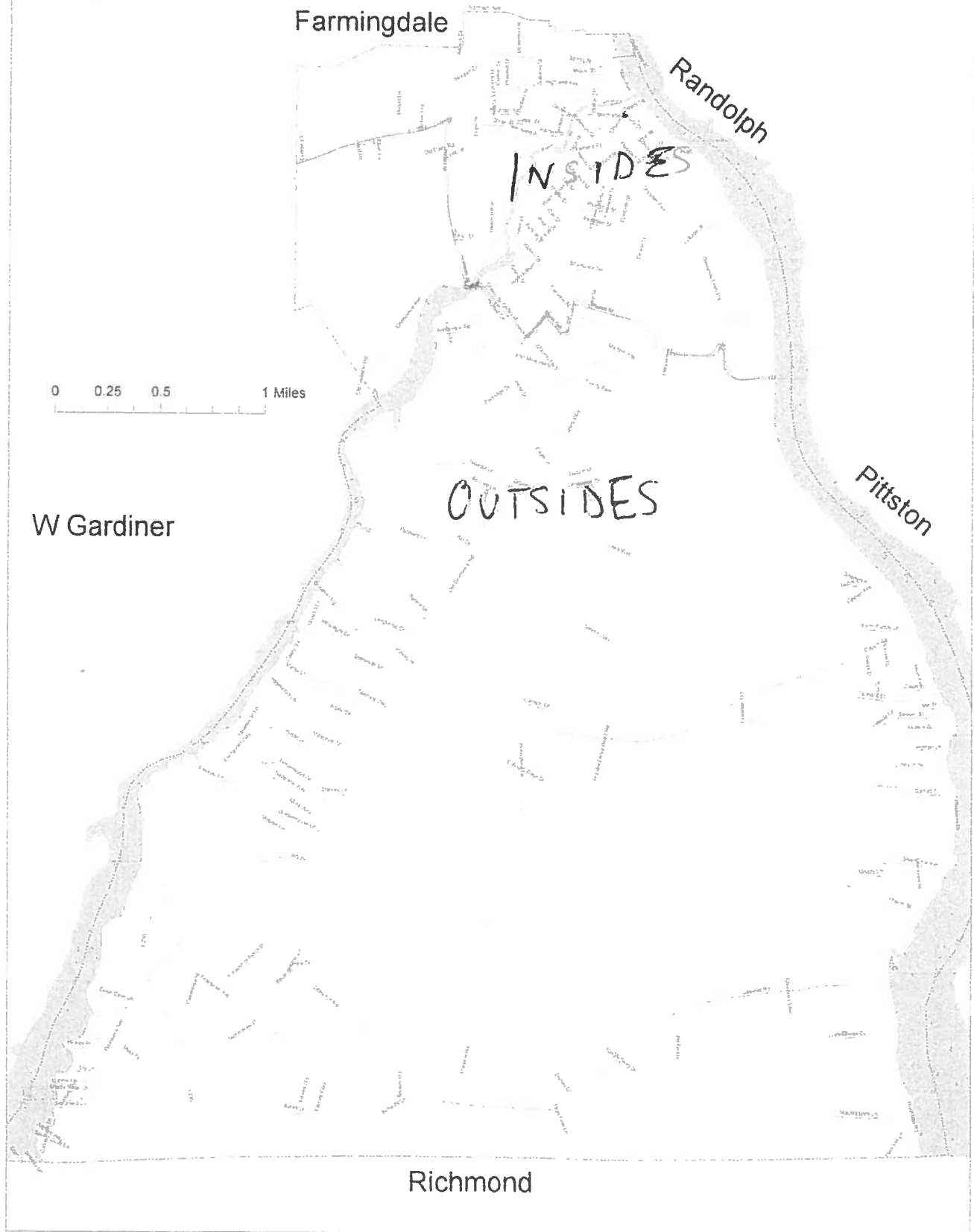
ATTACHMENT 4



City of Gardiner, Maine

#8

Streets & Roads



ATTACHMENT 5



Maine Revised Statutes

- [§1502 PDF](#)
- [§1502 MS-WORD](#)
- [STATUTE SEARCH](#)
- [CH. 191 CONTENTS](#)
- [TITLE 25 CONTENTS](#)
- [LIST OF TITLES](#)
- [DISCLAIMER](#)
- [MAINE LAW](#)
- [REVISOR'S OFFICE](#)
- [MAINE LEGISLATURE](#)

[§1501§1502-A](#)

Title 25: INTERNAL SECURITY AND PUBLIC SAFETY

Part 4: STATE POLICE

Chapter 191: ORGANIZATION; POWERS AND DUTIES; UNIFORMS; COMPENSATION; RESERVE CORPS

§1502. Powers and duties; cooperation of others

The specific powers and duties of the State Police shall be to patrol the state highways and other important ways, especially outside the compact portion of cities and towns, for the purpose of enforcing the law, and all laws relating to motor-driven and horse-drawn vehicles and all rules and regulations in regard thereto, and of arresting all violators and prosecuting all offenders against the same. The State Police shall aid the Department of Transportation in the enforcement of its rules and orders and permit regulations. In addition to these duties and powers, the Chief and members of the State Police are vested with the same powers and duties throughout the several counties of the State as sheriffs have in their respective counties to serve criminal processes, to investigate and prosecute violators of any law of this State and to arrest the offenders thereof, and the same power and duty as sheriffs have to arrest without warrant and detain persons found violating or attempting to violate any other penal law of the State until a legal warrant can be obtained. As arresting officers, or aids, or witnesses in any criminal case, they shall be limited to the same fees as complainants under Title 15, section 1363. Fees shall be taxed on a bill of costs and shall be paid promptly each month to the Treasurer of State and credited to the General Highway Fund. They shall have the same rights as sheriffs to require aid in executing the duties of their office. They may serve any subpoenas, notices and processes issued by the Secretary of State or the Department of Transportation under authority of law. They shall at all times be subject to the call of the Governor for emergency purposes at the Governor's discretion. [1989, c. 757, (AMD) .]

The State Police, sheriffs and deputy sheriffs, constables, city marshals, deputy marshals and police officers of cities and towns shall, so far as possible, cooperate in the detection of crime, the arrest and prosecution of criminals and the preservation of law and order throughout the State.

The State Police may provide patrol services to the Maine Turnpike. The Chief of the State Police may charge the Maine Turnpike Authority for these services. Revenues received are allocated for the purpose of funding the cost of patrolling the Maine Turnpike. [1985, c. 403, Pt. A, §1 (NEW) .]

Upon the request of a federal agency or other person, the State Police may provide assistance for public safety purposes only to the federal agency or other person. The Chief of the State Police may charge the various federal agencies or other persons for these services. Revenues received from these agencies and other persons must be allocated for the purpose of funding the cost of providing the services. The State Police shall report to the joint standing committee of the Legislature having jurisdiction over criminal justice matters no later than January 15th of each year concerning the assistance provided to federal agencies and other persons during the previous calendar year. The report must contain information about the types of services provided, the number of services and the fees charged by the Chief of the State Police. [2001, c. 483, §1 (AMD) .]

The Chief of the State Police may assign one or more state police officers to provide full-time or part-time police services to a municipality, or to no more than 3 adjoining municipalities, lacking an organized police department, if the municipality or municipalities pay the costs of training, compensation, including wages and fringe benefits, equipment and other expenses of the assigned state police officer or officers. The Chief of the State Police shall continue to exercise supervision and direction over a state police officer who is assigned to provide police services to a municipality or municipalities. The Chief of the State Police and the municipality or municipalities are authorized to enter into agreements and contracts for police services for a period not exceeding 3 years per agreement or contract. Revenues received from a municipality must be allocated for the purpose of funding the cost of providing the police services. [2005, c. 53, §1 (AMD) .]

Municipal and county jails shall at all times be available for detention of persons arrested by state or any other law enforcement officers. In those municipalities where full-time supervision of the jail is not provided by the municipality, full responsibility for the safekeeping and welfare of any person detained shall rest solely with the arresting officer. Expense of any municipality or any damage to the jail resulting from the use of its jail by any arresting officer shall be reimbursed to the municipality by the law enforcement agency for which the arresting officer is acting. [1989, c. 757, (AMD) .]

County commissioners of all the several counties are authorized to provide and pay for liability insurance protection for the keeper of the county jail.

The Bureau of State Police is authorized to establish 2 State Police Sergeant project positions to be temporarily assigned to the Maine Criminal Justice Academy for each training class at the academy. [2005, c. 519, Pt. Q, §1 (NEW) .]

SECTION HISTORY

1971, c. 423, §3 (AMD) . 1971, c. 593, §22 (AMD) . 1979, c. 51, §1 (AMD) . 1985, c. 403, §A1 (AMD) . 1989, c. 757, (AMD) . 1993, c. 123, §1 (AMD) . 1999, c. 119, §1 (AMD) . 1999, c. 653, §1 (AMD) . 2001, c. 483, §1 (AMD) . 2005, c. 53, §1 (AMD) . 2005, c. 519, §Q1 (AMD) .

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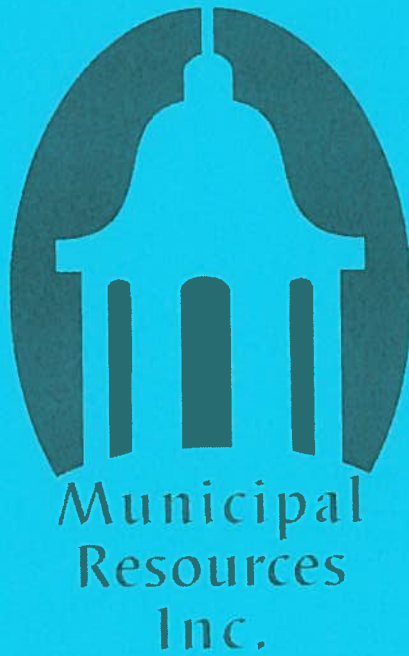
[Office of the Revisor of Statutes](#)

7 State House Station

State House Room 108

Augusta, Maine 04333-0007

ATTACHMENT 6



Kennebec County Sheriff's Office

Contract Deputy (2013)

CHINA POLICING PROPOSAL

PERSONNEL

<u>NAME</u>	DEPUTY 1	DEPUTY 2	DEPUTY 3	DEPUTY 4	
Hire Date	TBD	TBD	TBD	TBD	
Hourly Rate	\$17.85	\$17.85	\$17.85	\$17.85	
Hours/Weeks	42	42	42	42	
Weekly Wage	\$749.70	\$749.70	\$749.70	\$749.70	\$ 2,999
52 Weeks	52	52	52	52	
Basic Annual Wage	\$38,984	\$38,984	\$38,984	\$38,984	\$ 155,938
Holidays	13	13	13	13	
Holiday Cost	\$2,437	\$2,437	\$2,437	\$2,437	\$ 9,746
Sick Days to Buy Back	0	0	0	0	
Yr End Sick Buy Back	\$0	\$0	\$0	\$0	-Overtime- To cover Vac & Court & Training
Number Vacation Days	8	8	8	8	\$ 18,000
Vacation Costs	\$1,499	\$1,499	\$1,499	\$1,499	\$ 5,998
Basic Wage Costs =	\$42,920	\$42,920	\$42,920	\$42,920	\$ 189,681

Socail Security (7.65 %)	\$3,283	\$3,283	\$3,283	\$3,283	\$ 13,134
Workers Comp.(3.72%)	\$1,596.64	\$1,596.64	\$1,596.64	\$1,596.64	\$ 6,387
Retirement (9.62%)	\$4,128.94	\$4,128.94	\$4,128.94	\$4,128.94	\$ 16,516
Medical (\$546.25/month)	\$6,555.00	\$6,555.00	\$6,555.00	\$6,555.00	\$ 26,220
Benefits Costs =	\$15,564	\$15,564	\$15,564	\$15,564	\$ 62,256

Total Personnel (Wages and Benefits) = \$ 251,937

VEHICLE

<u>Vehicle</u>	Financed 3 Yrs. ALL EQUIP INCL.	Year 2010	Year 2011	Year 2012	
Cruiser #1		\$7,500.00	\$7,500.00	\$7,500.00	
Cruiser # 2		\$7,500.00	\$7,500.00	\$7,500.00	
Maintenance (2000/car)		\$4,000.00	\$4,000.00	\$4,000.00	
Total Vehicle Costs Per Year =					\$ 19,000

Note Vehicles will remain property of Kennebec County. They will be assigned to the Town of China. Gas will be provided by China. Vehicles owned by the County and the Town will bear a single fee per the agreement. This seems more advantageous to the Town versus building and maintaining a cruiser or two.

OPERATIONS

Uniforms - Equip.	\$ 12,800	*\$3,200/Deputy first year Issue, then \$600 annually
Communications	The Town will need to contact Clifford Wells, Director CMCC	
Cellular Phone	\$ 3,360	\$70/Month X 4
Training	\$ 2,000	
Ammunition	\$ 750	
Office Supplies	\$ 200	

Total Operational Costs = \$ 19,110

POSSIBLE "OTHER" ISSUES AND EXPENSES

		# of Deputies	Cost/Deputy	Final Cost
Insurance	?	0		\$ - MOU Covers
Academy Costs # of Deputies X \$1700		4	\$ 1,700	\$ 6,800 Possible Cost
Injury on the Job	?	0		\$ - MOU Covers

TOTALS

PERSONNEL	\$ 251,937
VEHICLES - May not be needed	\$ 19,000
OPERATIONS	\$ 19,110
SUBTOTAL =	\$ 290,047
10 % Admin fee includes Records and Payroll processing, etc. =	\$ 29,005
GRAND TOTAL = \$ 319,052	

ATTACHMENT 7



Municipal
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Office of the Sheriff

Cumberland County
36 County Way
Portland, ME 04102-2755
(207) 774-1444

**Kevin Joyce**

Sheriff

Naldo Gagnon

Chief Deputy

Town of Standish
FROM 7/1/15 TO 6/30/16

draft 12/29/2014

PERSONNEL COSTS:

DEPUTY	Dyar	\$22.00	\$	45,760.00
DEPUTY	Cross	\$23.88	\$	49,670.40
DEPUTY	Sewell	\$24.06	\$	50,044.80
DEPUTY	Pettengill	\$24.93	\$	51,854.40
DEPUTY	Brill	\$23.88	\$	49,670.40
DEPUTY	Part time	\$21.00	\$	17,472.00
2016 COLA 2%				\$ 2,644.72
TOTAL SALARY				\$ 267,116.72

COMPENSATION TIME (at straight time)

# Of Days	0	VACATION	Avg	\$23.29	\$0.00
	35	HOLIDAYS			\$8,152.08
	9	PERSONAL			\$2,096.25
	40	SICK			\$9,316.67
TOTAL COMP COSTS					\$19,565.00

FRINGE BENEFIT COSTS:

7.65%	SOCIAL SECURITY	\$21,931.15
3.38%	WORKERS COMP	\$9,689.84
8.60%	RETIREMENT	\$20,077.66
	HEALTH INSURANCE	\$70,050.73
TOTAL FRINGE COSTS		\$121,749.38

OTHER FIXED COSTS

3.0%	CONTRACT SUPERVISION	\$8,600.45
\$ 500.00	VEHICLE INSURANCE	\$2,500.00
\$ 520.00	PROFESSIONAL LIABILITY FOR DEPUTY	\$2,600.00
TOTAL OTHER FIXED COSTS		\$13,700.45

OPERATIONAL COSTS

5 Deputy	\$ 400.00	UNIFORMS	\$2,000.00
5 vehicles	\$ 552.00	AIR CARDS FOR COMPUTER- (\$46 per month)	\$2,760.00
5 vehicles	\$ -	TIRES FOR VEHICLE	\$1,500.00
		FUEL OIL,GASOLINE	\$0.00
5 vehicles	\$ 1,000.00	MAINTENANCE VEHICLE	\$5,000.00
		SAFETY EQUIPMENT (Taser 5X\$125, Radar \$2,500)	\$3,125.00
TOTAL OPERATIONAL COSTS:			\$14,385.00

CAPITAL COSTS

NEW VEHICLE -	\$0.00
FIT UP COSTS	\$0.00

TOTAL CAPITAL IMPROVEMENTS:**\$0.00**

TOTAL CONTRACT COST FOR THIS PERIOD: \$ 436,516.56

ATTACHMENT 8



Municipal
Resources
Inc.

**CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

STANDISH – PATROL

JULY 1, 2014-JUNE 30, 2015

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

This Contract, effective the first day of July 2014, is made by and between Standish, 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 Standish, 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 each day of the year on a twenty-four (24) hour 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 5.4 full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.
 - 2. All vacant shifts that are less than four (4) days will be filled. All week long vacancies will be first back filled by the float position.
- 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 sheriffs will enforce Standish Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriffs 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:

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);
- h. Law Enforcement Training Section;
- i. Task Force Personnel;
- j. Crime Prevention;
- k. Volunteers and Police Service Activities;
- l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
- m. Dive Team;
- n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
- o. 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 Standish. 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 - Standish 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. The SHERIFF shall utilize the Standish Dispatch center for requisition of all wrecker services.
 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.. This proposal shall include provisions for purchase of a police cruiser, as stated in 2.1.I.1, and if necessary one or more alternate 4-wheel drive vehicle options as long as the vehicle is a manufacturer's certified patrol vehicle.
 4. The sheriff deputies assigned to Standish shall be authorized to store their town-owned vehicles at private residences during off-duty hours at the sole discretion of the TOWN, so long as the policy applies to all deputies. In the event that this authority is revoked by the TOWN, all town-owned vehicles shall be stored at a single town-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 five (5.4) 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 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 on a monthly basis by the SHERIFF.

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

Report	Date
○ Schedule for deputies assigned to Standish	As prepared
○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Annual summary of town-owned vehicle maintenance	January 15th
○ Annual inventory of town-owned equipment (for items exceeding \$250 value)	January 15th
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Standish	Within 15 days of final ratification by all parties
○ Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

E. As requested by the Town or Town Manager, the Chief Deputy or 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 Standish or permanent re-assignment of any deputy out of Standish. "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.

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.

I. The TOWN may employ the sheriff's deputies to deliver council packets to individual town councilors' residences as needed.

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 added after publication.

ARTICLE 4 – TOWN OF STANDISH RESPONSIBILITIES

4.1 Office Space.

- A. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance and pest control, if necessary, for the facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- B. Future space planning shall be coordinated with the COUNTY and the TOWN.
- C. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town's Ordinances.

- A. The TOWN shall provide to the SHERIFF two (2) copies of the Standish Town Code of Ordinances 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, 2014, through June 30, 2015, shall be ***Four Hundred Sixty Six Thousand Eight Hundred Thirty Eight Dollars and Fifty One cents (\$466,838.51)***, 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, 2014*; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.
- 5.3 The TOWN shall make provision for fuel on a 24-hour / 7-day basis in Standish for town-owned vehicles operated by deputies.
- 5.4 The TOWN shall make provision for efficient wrecker services which may be requested by deputies as described in Section 2.1.I.2.
- 5.5 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.

5.6 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 in advance of employment 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 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. 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, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter 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.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Town Council, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. 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 sent the other party a written demand for arbitration, the other party must appoint its representative within ten days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and 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 conclusive between both parties.

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, or 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, 2014, and ending June 30, 2015, 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-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 afore mentioned 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
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Any equipment that may be outdated or damaged

ARTICLE 19 – 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.

IN WITNESS WHEREOF, the TOWN OF STANDISH, 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 and the seal of said Board to be affixed thereto and attested by the Clerk of said board, 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 STANDISH

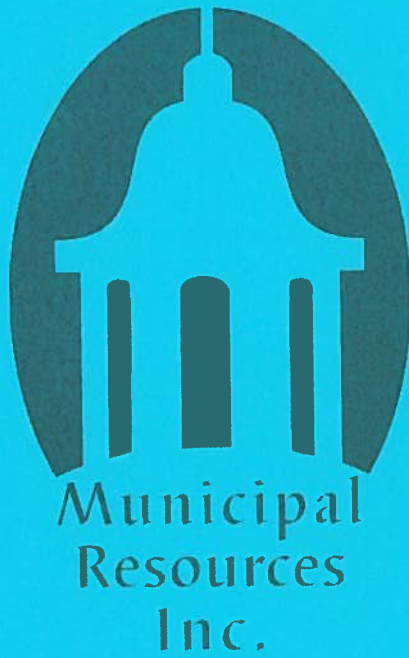
BY: _____

DATE:-----

ATTEST: _____
COUNTY MANAGER/CLERK

DATE:-----

ATTACHMENT 9



CITY OF GARDINER

POLICE DEPARTMENT

MEMORANDUM

To: City Manager Morelli
Finance Director Denise Brown

From: Chief James Toman

Subject: Budget Cut Memorandum

Date: February 2014

Per your request, the following is a list of budgetary scenarios involving multiple reductions of our current operating budget. Please note that at no time am I recommending that any of the cuts listed below be implemented. As you will see, the cuts will set the Gardiner Police Department back years. All of the scenarios include cuts to personnel and all are draconian in nature. With any of these cuts, there will be an immediate impact on the services that we provide to all who live and visit Gardiner. Ultimately, our citizens will suffer as will our employees.

#1 – Level funded (same operating amount as FY14) - budget reduced by \$57,392 for FY 15 request due to the increase in MEPEERS. A level funded budget requires that the City eliminate the Safety Officer Position, its salary and benefit package total \$48,660. With the elimination of this position, there will be no standardized parking enforcement in the downtown during business hours, there will be no designated animal control officer, there will be no dedicated harbor master, nor a crossing guard dedicated to LER. Furthermore, the Safety Officer spearheads most of our community outreach programs which includes the very popular National Night Out and the Bike Rodeo. The Safety Officer is also a child seat installation technician. With the elimination of this position, \$800 can be removed from the Outreach portion of the PD budget as those programs will be eliminated. Over the last several years, parking enforcement has generated close to \$10,000 in revenue, that money will virtually be eliminated. The Safety Officer accounts for 72% of the parking tickets written and the revenue that is generated. The duties of parking enforcement will fall to the on duty officer and that will be considered low priority. As it pertains to animal control activities, there are over 400 dogs registered in Gardiner that the Safety Officer is responsible for and keeps track of. The Safety Officer is the primary responder when any animal complaint occurs when on duty. Should the position be eliminated, the duties of animal registry will be given to office personnel and the duties of responding to animal complaints will be given to the on duty police officer. Those calls will be handled as low priority calls. Harbor Master responsibilities, which include monitoring the parking lot in the busy months and collecting of docking fees, will be a low priority. That leaves \$7932 in cuts remaining. The estimated cost of purchasing a new police vehicle is \$6,788.59 which has been included in the FY15 CIP, this will be eliminated and we will keep our oldest police vehicle which has in excess of 117,000 miles. With the elimination of the vehicle a total of \$1144 in cuts remains. The remaining cuts will come from the monies allocated for the new vehicle set up which will free up \$956.

Those funds should be put into the vehicle maintenance line as we will be keeping an older vehicle. Additionally, the \$300 clothing allowance saved by the elimination of the Safety Officer should go into vehicle maintenance.

Ramifications: The elimination of the Safety Officer position will affect a multitude of services including parking enforcement, animal control, and marine enforcement. There were 299 animal complaint calls in 2013; those will largely go unanswered with the loss of the Safety Officer. Parking enforcement and the revenue it generates will essentially be eliminated due to the low priority of enforcement duties and reduced follow-up on collections. Docking fees and parking enforcement at the waterfront will be low priority. Community outreach programs such as the very popular National Night Out and the Bike Rodeo are at risk due to lack of staff to organize and implement these events. The loss of the replacement cruiser will likely result in significantly higher vehicle maintenance costs and an increased risk to officer safety due to the vehicle's age and usage.

- Items cut – Safety Officer position, vehicle set –up, community outreach programs. Reduced revenue – parking tickets, docking fees, increased responsibilities for patrol and office personnel.

#2 – 5% reduction from FY14 - budget reduced by \$106,570 for FY 15 request. In addition to the above cuts that total \$57,392, 1 patrol position will need to be eliminated. This eliminated position has a cost savings of approximately \$43,000 including benefits. This brings the total reduction to \$100,392.00. With the elimination of one patrol position, we are now forced to lose our Floater/Utility officer. The floater/utility position absorbs overtime due to the shift they are assigned and the contractual language that provides flexibility of when their shift can be changed. The floater/utility officer is assigned other officer's shifts when they take time off, are injured, are at training, etc. Once the floater is plugged into a permanent shift, most requests for time off will generate overtime in order for us to maintain the current patrol levels. Should we run out of overtime money, patrol shifts may not be filled thereby putting officers and citizens at risk. It is mandated that we send Officer Balestra to the 18-week police academy in August 2014. Under normal circumstances, this loss would be filled by the floater/utility officer and there would only be slight overtime created. If a patrol position is eliminated and the floater/utility officer is assigned to a patrol shift, than to minimize overtime and so that we do not run short staffed, I would probably remove the detective from their position and have them work patrol for 18 weeks. For these 18 weeks, officers would be handling all of their own major crimes, sex abuse cases, child abuse cases, etc. This is bad business! Recently we have had 2 shootings in a 6 week period and one case generated over 27 pages of typing for the detective. If this were to happen, cases will fall through the cracks and not get solved as quickly as they do now, victims will wait longer, suspects will be free longer, etc. Patrol officers will do a juggling act with normal calls for service and the major cases that they are handling. People will wait longer as crimes against a person take precedence over crimes against property. Officers will spend less time on the street being a visible deterrent and more time in the station doing paperwork. The remaining \$6178.00 in cuts would come from the following areas: \$2080 from the Holiday Pay Overtime Line, as there is one less officer receiving holiday pay; \$1300 from the computer line; the remaining \$470 from the Community Outreach line; \$1500 from training; \$350 from reserve funding; and \$500 clothing allowance for the cut officer position.

Ramifications: The loss of a patrol position will have a domino effect on the department. In the 2008 Bureau of Justice census, the national average of sworn officers per 1,000 residents was 2.5. Loss of this patrol position would bring our per capita ratio down to below 2. Loss of the Floater/Utility position will create more overtime in order to fill gaps due to time off requests. The 18 weeks that Balestra will be at the academy will cause us to pull the detective off his cases and put him on patrol. For 18 weeks patrolmen will have to work their own sex abuse cases, child abuse cases, and other major crimes in addition to normal calls and increased responsibilities from the loss of the Safety Officer position.

- Items cut overall – Safety Officer position, Patrol Officer position, 2 computers, 1 police vehicle and set up, all community outreach programs. Reduced revenue from parking tickets, docking fees, increased responsibilities for patrol and office personnel, and loss of detective for at least 18 weeks.

#3 – 10% reduction from FY14 - budget to be reduced by \$155,748 for FY15 request. In addition to the above cuts which total \$106,570.00, another Patrol Officer position will be eliminated. This patrol position has a salary and benefit package of \$43,069.72. An estimated \$2080 can be eliminated from the Holiday Pay Overtime line as well as \$500 for clothing allowance due to the loss of this employee.

With three fewer employees, \$612 can be eliminated from the telephone line. This brings the total reduction to \$152,831.72. The remaining \$2917 in cuts would come from the following areas: \$1500 will be taken from training as there will no longer be a need to send officers to the academy; and \$1497 will be taken from the overtime line.

Ramifications: Our ratio of officers to residents will be reduced to 1.67. This will force the department to explore a mandatory shift change so as to minimize the effects of staffing shortfalls or the complete loss of the detective, or both. This may cause the detective to be forced into a permanent patrol shift. A loss of the detective, as mentioned earlier, will significantly impact the effectiveness and the ability of the Gardiner Police Department to not only solve crimes, but to investigate them thoroughly and in a timely manner. With the loss of the detective all officers will have a larger case load to work with fewer resources. These changes will only compound the difficulties outlined in previous levels.

- Items cut overall – Safety Officer position, 2 Patrol Officer positions, 2 computers, 1 police vehicle and set up, all community outreach programs. Reduced revenue from parking tickets and docking fees, increased responsibilities for patrol and office personnel, and complete loss of detective. With the loss of the detective all officers will have a larger case load to work.

#4 – 12% reduction from FY14 – budget to be reduced by \$175,419 for FY15 request. In addition to the cuts listed above which total \$155,748, the complete elimination of the reserve officer program totaling \$1650 would need to occur, as well as \$350 from the clothing line which is utilized to outfit the reserve officers. Furthermore, the most junior officer would have a 10 week lay off during the summer period when the school resource officer is no longer needed at the schools. This 10 week lay off would save approximately \$10,000. \$2000 should be removed from the fuel line as there will be less people on duty, cars will be idle more and officers will be spending more time in the station due to the larger volume of report writing that

they will be doing as their case load has now increased and we will have no detective for major crimes, sex crimes, child abuse, etc. \$1500 to be removed from training and the remaining \$4171 is to be taken from the overtime line. Ramifications:

- Items cut overall – Safety Officer position, 2 Patrol Officer positions, 1 10 week lay off during the summer months, 2 reserve officers, 2 computers, 1 police vehicle and set up, all community outreach programs. Reduced revenue from parking tickets and docking fees, increased responsibilities for patrol and office personnel, and complete loss of detective.

#5 – 15% reduction from FY14 - budget to be reduced by \$204, 926 for FY15 request. If this were to be the case, I would recommend skipping reductions as indicated in scenario #4 and replacing them with an additional full-time cut to personnel. The savings associated with this cut are \$51, 780 in salary and benefits, \$2080 in holiday pay, \$500 in clothing allowance, and \$204 in telephone allowance. From the level 3 reductions this brings the total savings to \$210,312. The difference of \$5386 can now go back into miscellaneous lines, such as training, equipment, etc.

Ramifications: Our ratio of officers to residents will be reduced to 1.5, well below the national average of 2.5 officers per 1,000 residents. This will force the department to explore a mandatory shift change so as to minimize the effects of staffing shortfalls or the complete loss of the detective, or both. This may cause the detective to be forced into a permanent patrol shift. A loss of the detective, as mentioned earlier, will significantly impact the effectiveness and the ability of the Gardiner Police Department to not only solve crimes, but to investigate them thoroughly and in a timely manner. With the loss of the detective, all officers will have a larger case load to work with fewer resources. These changes will only compound the difficulties outlined in previous levels.

- Items cut overall – Safety Officer position, 3 Patrol Officer positions, 2 computers, 1 police vehicle and set up, all community outreach programs. Reduced revenue from parking tickets and docking fees, increased responsibilities for patrol and office personnel, and complete loss of detective. With the loss of the detective all officers will have a larger case load to work. Although this figure represents a 15% reduction in budgeted amounts, it also represents a 25% reduction in staffing levels. With the reduction in staffing levels, officers will be working by themselves for longer period of times, including the overnight shift. An officer regularly working by himself on the overnight shift is something that has not been done in the City of Gardiner for at least 25 years, if not longer. The City will be left uncovered when officers arrest someone, or take someone into protective custody where as now, that does not occur. Businesses will not be checked as frequently and streets will not be patrolled as frequently.

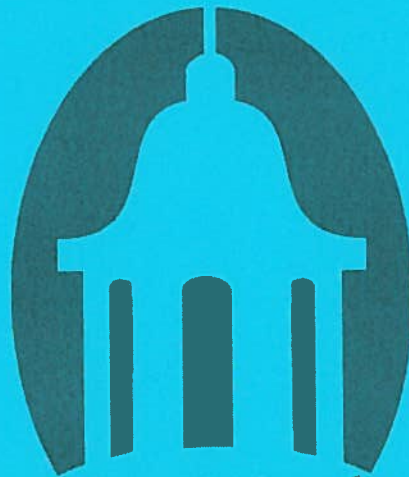
In calendar year 2013 the Gardiner Police Department had 10,171 calls for service. Cuts in personnel, will mean fewer officers on the streets, calls for service will not decrease, crimes will still be committed, people will still be victims, people will still be in mental health crises, and people will still be involved in accidents. The same demands will be there, but the staff won't. Less staffing creates longer response times or no response at all, depending on the nature of the call. A longer response time creates safety issues for our citizens. Fewer officers on the streets mean fewer officers available to respond as back-up and that directly places officers in harms way. In all likelihood, more officers will get injured on duty. In Gardiner, the war on drugs will basically be an

un-winnable battle. Lastly, all measures that we have taken to be a more effective and proactive will be gone and we will be relegated to acting as a reactionary law enforcement agency.

Respectfully Submitted,

Chief James M. Toman
Gardiner Police Department

ATTACHMENT 10



Municipal
Resources
Inc.

CITY OF GARDINER CODE

CHAPTER 4

Alarm Systems

SECTION

- 1341. General
- 1342. Permits
- 1343. Approval, Inspection, Maintenance, Operation and Revocation
- 1344. Transmission of Non-emergency Alarms
- 1345. Fines and Penalties
- 1346. Savings Clause
- 1347. Existing Systems

Section 1341. General.

(A) Title. this ordinance shall be known and may be cited as the "Alarm Systems Ordinance of the City of Gardiner, Maine."

(B) Purpose. The purpose of this ordinance is to establish appropriate guidelines for the installation of alarm systems for notification of the City of Gardiner's Communications Center.

(C) Definitions. For the purposes of this ordinance, certain terms or words used herein shall be interpreted or defined as follows:

- (1) Alarm System. A system including any mechanism, equipment or device designed to automatically transmit or cause the transmission of a signal, message or warning from a private facility to any of the city's public alarm systems or to the communications center, or to cause the activation of an audible device whose purpose or result is to obtain emergency response by either Fire or Police Department.
- (2) Permanently Connected Alarm System. An alarm system which transmits a signal to the communications center or other location by means of a wire or cable connection or radio equipment which is used only or primarily for that purpose.
- (3) Telephonic Alarm System, or "Dialer". An alarm system which operates automatically through the use of public telephone facilities to connect to a telephone within the communications center or other location.
- (4) Audible Alarm System. An alarm system which causes an audible signal to sound at or near the alarm premises, for the purpose of obtaining emergency response by either/or Fire or Police Departments.
- (5) Non-emergency Alarms. Signals transmitted by an alarm system as a result of human error or equipment malfunction.

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Section 1342. Permits.

(A) No person shall operate or maintain an alarm system as defined in Section 1341 without first obtaining a permit.

(B) The city manager shall be authorized to institute such guidelines as **he** deems desirable for determining the installation procedures for alarm systems.

(C) Applications for permits to install, maintain or operate an alarm system shall be filed with the city manager, or **his** designee, on forms supplied by the city. Said application shall set forth the name, address, and telephone number of both the installer of the system and the person or business on whose premises the system will be installed, as well as a description of the system and the location where it is proposed to be installed. The application shall also set forth the name, address and telephone number of at least three individuals who have keys or access to the premises and/or alarm equipment. Permits shall be renewed annually, on the same form as is used for the original application and person applying for renewal shall indicate thereon any changes in the information already supplied.

(D) The application fee for a permanently connected alarm system shall be **one hundred dollars (\$100.00)**, and the renewal fee for such permit shall be **one hundred dollars (\$100.00)**.

(E) The application fee for a telephonic alarm system permit shall be **twenty dollars (\$20.00)**, and renewal fee for such permit shall be **twenty dollars (\$20.00)**.

(F) There shall be no application fee or renewal fee for a permit for an audible alarm system.

(G) There shall be no rebate of the application or renewal fee for alarms disconnected during the permit period.

(H) The application date shall be considered to be from the first of July of each year. A pro-rated application fee shall be charged for part of a year.

Section 1343. Approval, Inspection, Maintenance Operation and Revocation.

(A) The city manager shall approve such application, if **he** finds that said alarm system will not interfere with the orderly conduct of city business; and that the person installing the system maintains an adequate service organization to repair, maintain or otherwise service alarm systems sold, leased or installed by **him**.

(B) The city manager may impose other reasonable conditions on the exercise of said permits and shall retain final authority to decide the reasonableness of any other conditions.

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(C) The city manager, or **his** designee, shall have the sole right to inspect, or cause to be inspected by the system installer, any alarm system on premises where it is intended to function prior to issuance of any permit for operation of such system, and **he** may inspect or cause an inspection, by the system installer or individual qualified in alarm systems installation, of such system at any time after the issuance of a permit to determine whether it is being used in conformity with the terms of the permit and the provisions of this ordinance.

(D) No person shall install, operate or maintain a telephonic alarm system which automatically transmits or causes transmission of a signal, message or warning to the city's communications center telephone lines, except to such telephone number or numbers as designated by the permit issued under the provisions of this ordinance. The city manager may refuse to issue a permit for such a system if in his opinion the existing telephone capacity of the communications center is not sufficient to accommodate the new system. No more than ten such permits shall be issued for each available incoming telephone line at the communications center or other reception point. Furthermore, no such system shall be designed or adjusted to make more than two (2) calls per incident to the communications center.

(E) The city manager may revoke any permit issued pursuant to the provisions of this ordinance, after giving written notice to the permit holder and an opportunity for the permit holder to be heard, if **he** determines that the alarm system installed pursuant to said permit has been installed, maintained, or operated in violation of the provisions of this ordinance, or of any term or condition of said permit, or for failure to pay any fee specified in Section 1342.

Section 1344. Transmission of Non-emergency Alarms.

(A) Any permit holder whose system causes the transmission of a non-emergency alarm more than two (2) times in any one calendar year shall pay a fine as described in Section 1345 for each instance of a non-emergency alarm in excess of two (2) such alarms in any one calendar year.

(B) Any permit holder whose system causes the transmission of two or more non-emergency alarms within a twenty-four hour period shall, upon request, immediately disconnect the system and shall not reconnect it until it has been inspected in accordance with Section 1342 of this ordinance.

(C) If after reasonable effort the city is unable to locate and notify the permit holder or installer of a system which has transmitted two or more non-emergency alarms within a twenty-four hour period, the city shall have the right to disconnect the system from the communications center without prior notice to the permit holder. The city shall make a reasonable effort to notify the permit holder by mail of any action taken under this section.

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(D) Upon receipt of an alarm message or signal from an alarm system for which a permit has been issued under this ordinance, and subject to the availability of manpower and equipment, the city will dispatch representatives of either Fire or Police Department to the alarm location to take appropriate action. If the premises in which the alarm system is installed appear to be secure and there is no evidence to indicate that there is an emergency situation requiring the presence or action of either the Fire or Police Department, the city's obligation to the permit holder shall have been discharged upon the completion of one call to the permit holder, the system installer, or any of the individuals named on the permit application as required in Section 1342 of this ordinance.

Section 1345. Fines and Penalties.

(A) Burglary alarms: three to ten -- **\$10.00** each call; eleven and up -- **\$20.00** each call. Fire alarms: three to ten -- **\$50.00** each call; eleven and up -- **\$100.00** each call. If payment of fines is not received in full within thirty (30) days of billing date, interest will be charged on the unpaid balance at the maximum rate established by the State Treasurer for unpaid taxes.

(B) Whoever violates any of the provisions of this ordinance shall upon conviction thereof, be punished by a fine of not more than **one hundred dollars (\$100.00)**.

Section 1346. Savings Clause.

The invalidity of any provision of this ordinance shall not affect the validity of any other provision.

Section 1347. Existing Systems.

(A) The application fees required by Section 1342 shall be waived for all permits issued prior to the effective date of this ordinance.

(B) Permit applications for existing alarm systems must be filed within thirty (30) days after the effective date of this ordinance.

ATTACHMENT 11



Municipal
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Maine Revised Statutes

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[§451§453](#)

Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Part 1: COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Chapter 1: COUNTY OFFICERS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subchapter 6: SHERIFFS AND OFFICERS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Article 8: COUNTY LAW ENFORCEMENT FUNCTIONS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

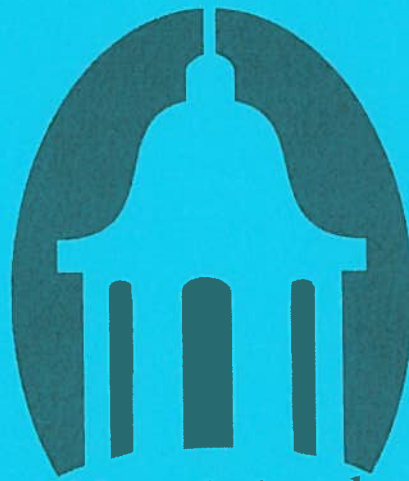
§452. Patrol

The sheriff in each county, in person or by the sheriff's deputies, to the extent the sheriff undertakes to patrol, shall patrol those areas in the county that have no local law enforcement but may not be required by law to patrol the entire county. The county commissioners, with the sheriff's agreement, may enter into a contract with a municipality under section 107 to provide specific patrol services by the sheriff's department in return for payment for these services. [1991, c. 478, (AMD).]

SECTION HISTORY

1987, c. 737, §SA2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §SC8,10 (AMD). 1991, c. 478, (AMD).

ATTACHMENT 12



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Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Part 1: COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Chapter 1: COUNTY OFFICERS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subchapter 6: SHERIFFS AND OFFICERS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Article 8: COUNTY LAW ENFORCEMENT FUNCTIONS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

§455. Investigation, intelligence or laboratory services

Counties may provide investigation, intelligence or laboratory services within the sheriff's department to aid county law enforcement, municipal police departments or the district attorney. The county may set uniform charges payable by municipalities for specific laboratory procedures or tests, when those charges reflect the actual cost of the procedures or tests, but may not require or accept any additional payments, other than the county tax, for investigation, intelligence or other laboratory services when they are provided to municipal departments or the district attorney. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

1987, c. 737, §2A, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§8, 10 (AMD).

ATTACHMENT 13



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[§1532§1534](#)

Title 25: INTERNAL SECURITY AND PUBLIC SAFETY Part 4: STATE POLICE

Chapter 192-B: BUREAU OF CONSOLIDATED EMERGENCY COMMUNICATIONS HEADING: PL 2003, C. 678, §2 (NEW); RR 2003, C. 2, §88 (COR)

§1533. Bureau of Consolidated Emergency Communications

The Bureau of Consolidated Emergency Communications, referred to in this chapter as "the bureau," is established within the department for the provision of emergency dispatch and E-9-1-1 call-taking services to municipal, county and state government entities. [2009, c. 317, Pt. C, §1 (RPR).]

1. Coordination with the Public Utilities Commission. In accordance with a designation made by the Public Utilities Commission, the department shall provide E-9-1-1 call-taking services.

[2009, c. 317, Pt. C, §1 (NEW) .]

2. Director; duties. The Commissioner of Public Safety shall hire a Director of the Bureau of Consolidated Emergency Communications, referred to in this chapter as "the director." The director shall establish and carry out policies and procedures. The director shall administer the bureau to safeguard the public safety by the provision of 24-hour per day E-9-1-1 call-taking and dispatching services to first responders.

[2013, c. 19, §4 (AMD) .]

SECTION HISTORY

2003, c. 678, §2 (NEW). 2009, c. 317, Pt. C, §1 (RPR). 2013, c. 19, §4 (AMD).

ATTACHMENT 14



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Title 25: INTERNAL SECURITY AND PUBLIC SAFETY

Part 4: STATE POLICE

Chapter 192-B: BUREAU OF CONSOLIDATED EMERGENCY

COMMUNICATIONS HEADING: PL 2003, C. 678, §2 (NEW); RR 2003, C. 2, §88 (COR)

§1535. Fees for public safety answering point services and dispatch services

The bureau, in accordance with this section, shall establish the fees that must be paid by political subdivisions for public safety answering point services and dispatch services provided by the department to those political subdivisions, including services provided pursuant to section 2923-A. All political subdivisions that are to be provided public safety answering point services and dispatch services shall provide to the bureau all information the bureau determines necessary in order to establish the fees. [2013, c. 19, §5 (AMD).]

1. Fees. The bureau shall seek to establish fees under this section that are based on the incremental costs of providing public safety answering point services and dispatch services to political subdivisions.

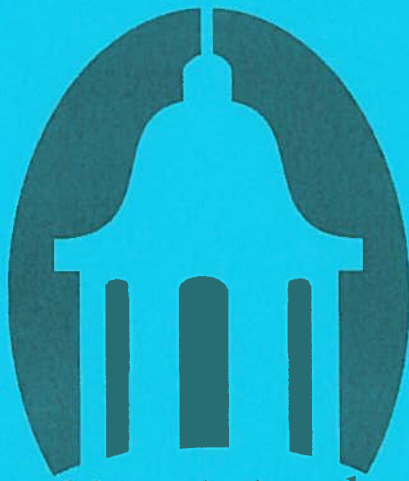
[2013, c. 19, §5 (AMD) .]

2. Base funding level. In order to determine incremental costs under subsection 1, the bureau shall first establish a base funding level, consistent with the department's legislatively approved budget for public safety answering point services and dispatch services, required to provide public safety answering point services and dispatch services to State Government entities. The base funding level must be based on services provided by the department prior to the provision of emergency dispatch and E-9-1-1 call-taking services to municipal and county governments as a result of actions taken by the bureau under section 1533. The base funding level must be excluded by the bureau from its determination of incremental costs under subsection 1.

[2013, c. 19, §5 (AMD) .]

3. Consideration of population. If a fee established under this section for a political subdivision is based in whole or in part on population, the population of the political subdivision

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[§2202§2204](#)

Title 30-A: MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Chapter 115: INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

§2203. Joint exercise of powers

Any power or powers, privileges or authority exercised or capable of exercise by a party to an agreement under this chapter may be exercised and enjoyed jointly or cooperatively with any other party to the extent that federal laws, when applicable, permit the joint or cooperative exercise. When acting jointly or cooperatively with any party, any agency of State Government may exercise all of the powers, privileges and authority conferred by this chapter upon a public agency. [2009, c. 636, Pt. D, §3 (AMD).]

1. Agreement. Any 2 or more parties may enter into agreements with one another for joint or cooperative action under this chapter. The governing bodies of the participating parties must take appropriate action by ordinance, resolution or other action under law before any such agreement may become effective.

[2009, c. 636, Pt. D, §3 (AMD) .]

2. Specifications. Any agreement made under this chapter must specify the following:

A. Its duration; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The precise organization, composition and nature of any separate legal or administrative entity created by the agreement together with the powers delegated to that entity, provided the entity may be legally created; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Its purpose; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. The method to be used to partially or completely terminate the agreement and to dispose of property upon termination; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. Any other necessary and proper matters. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Additional items. If the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement, in addition to the items listed in subsection 2, must contain the following.

A. It must provide for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, all parties to the agreement must be represented. [2009, c. 636, Pt. D, §3 (AMD).]

B. It must provide the manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
[2009, c. 636, Pt. D, §3 (AMD) .]

4. Responsibility. No agreement made under this chapter may relieve any party of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance by a joint board or other legal or administrative entity created by an agreement made under this chapter. This performance may be offered in satisfaction of the obligation or responsibility.

[2009, c. 636, Pt. D, §3 (AMD) .]

5. Liability. An action is maintainable against any party whose default, failure of performance or other conduct caused or contributed to the incurring of damage or liability by the other parties jointly.

[2009, c. 636, Pt. D, §3 (AMD) .]

6. Notice to regional councils. Any agreement made under this chapter is subject to the reporting requirements of section 2342, subsection 6, if applicable.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

7. Liberal construction. It being the intent of the Legislature to avoid the proliferation of special purpose districts and inflexible enabling laws, this chapter must be liberally construed toward that end.

[2009, c. 636, Pt. D, §3 (AMD) .]

8. Limitation. Notwithstanding any other provision of this chapter:

A. No powers, privileges or authority may be jointly or cooperatively exercised unless each type of power, privilege or authority exercised is capable of being exercised by at least one of the parties within the entire jurisdictional area of the agreement, or by each of the several parties

within each of their several jurisdictions if all of the several jurisdictions make up the total jurisdictional area of the agreement; or [2009, c. 636, Pt. D, §3 (AMD).]

B. No essential legislative powers, taxing authority or eminent domain power may be delegated by agreement to a joint authority or administrative entity. [2009, c. 636, Pt. D, §3 (AMD).]

[2009, c. 636, Pt. D, §3 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 2009, c. 636, Pt. D, §3 (AMD).

ATTACHMENT 16



Kennebec County Sheriff's Office

Contract Deputy (2015)

Gardiner POLICING PROPOSAL

PERSONNEL

NAME	DEPUTY 1	DEPUTY 2	DEPUTY 3	DEPUTY 4	DEPUTY 5	DEPUTY 6	DEPUTY 7	DEP 8 SRO	DET 1	SGT1	SGT2	SGT1	SGT2	SGT1	SGT2
Hire Date	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Hourly Rate	\$18.05	\$18.05	\$18.05	\$18.05	\$18.05	\$18.05	\$18.05	\$18.05	\$20.76	\$20.76	\$20.76	\$20.76	\$20.76	\$20.76	\$20.76
Hours/Weeks	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42
Weekly Wage	\$758.10	\$758.10	\$758.10	\$758.10	\$758.10	\$758.10	\$758.10	\$758.10	\$871.92	\$871.92	\$871.92	\$871.92	\$871.92	\$871.92	\$871.92
52 Weeks	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$45,340	\$45,340	\$45,340	\$45,340	\$45,340	\$45,340	\$45,340
Basic Annual Wage	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$39,421	\$45,340	\$45,340	\$45,340	\$45,340	\$45,340	\$45,340	\$45,340
Holidays	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
Holiday Cost	\$2,464	\$2,464	\$2,464	\$2,464	\$2,464	\$2,464	\$2,464	\$2,464	\$2,834	\$2,834	\$2,834	\$2,834	\$2,834	\$2,834	\$2,834
Sick Days to Buy Back	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Yr End Sick Buy Back	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Number Vacation Days	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Vacation Costs	\$1,895	\$1,895	\$1,895	\$1,895	\$1,895	\$1,895	\$1,895	\$1,895	\$2,180	\$2,180	\$2,180	\$2,180	\$2,180	\$2,180	\$2,180
Basic Wage Costs =	\$43,780	\$43,780	\$43,780	\$43,780	\$43,780	\$43,780	\$43,780	\$43,780	\$50,353	\$50,353	\$50,353	\$50,353	\$50,353	\$50,353	\$50,353
Social Security (7.65 %)	\$3,016	\$3,016	\$3,016	\$3,016	\$3,016	\$3,016	\$3,016	\$3,016	\$3,634	\$3,634	\$3,634	\$3,634	\$3,634	\$3,634	\$3,634
Workers Comp.(3.72%)	\$1,577.00	\$1,577.00	\$1,577.00	\$1,577.00	\$1,577.00	\$1,577.00	\$1,577.00	\$1,577.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
Retirement (9.62%)	\$4,211.66	\$4,211.66	\$4,211.66	\$4,211.66	\$4,211.66	\$4,211.66	\$4,211.66	\$4,211.66	\$4,844.00	\$4,844.00	\$4,844.00	\$4,844.00	\$4,844.00	\$4,844.00	\$4,844.00
Medical (\$546.25/month)	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00	\$9,373.00
Benefits Costs =	\$18,177	\$18,177	\$18,177	\$18,177	\$18,177	\$18,177	\$18,177	\$18,177	\$19,751	\$19,751	\$19,751	\$19,751	\$19,751	\$19,751	\$19,751
Total Personnel (Wages and Benefits) =	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791	\$795,791

VEHICLE

Vehicle	Year	Year	Year
INCL.	2015	2016	2017
Cruiser #1	\$9,000.00	\$9,000.00	\$9,000.00
Cruiser # 2	\$9,000.00	\$9,000.00	\$9,000.00
Cruiser #3	\$9,000.00	\$9,000.00	\$9,000.00
Cruiser #4	\$9,000.00	\$9,000.00	\$9,000.00
Maintenance (2000/car)	\$4,000.00	\$4,000.00	\$4,000.00
Total Vehicle Costs Per Year =	\$40,000.00	\$40,000.00	\$40,000.00

Note The City of Gardiner owns vehicles now. At the current cost of replacement and maintenance, overhead could be saved if the existing vehicles were utilized. Further, vehicle equipment is acknowledge in the cost and replacement would occur every three years once the vehicles phased out. This cost projection is based on state bid price and the utilization of existing equipment.

OPERATIONS

Uniforms - Equip.	\$ 12,800	*\$3,200/Deputy first year Issu	725
Communications	The City would be consumed into our existing agreement and billed by the communications vendor.		
Cellular Phone	\$ 9,240	\$70/Month X 11	
Training	\$ 2,000		
Ammunition	\$ 750		
Office Supplies	\$ 250		
Total Operational Costs =			\$ 25,765

POSSIBLE "OTHER" ISSUES AND EXPENSES

	# of Deputies	Cost/Deputy	Final Cost	
Insurance	?		\$ -	MOU Covers
Academy Costs # of Deputies X \$1700	4	\$ 1,700	\$ 6,800	Possible Cost
Injury on the Job	?		\$ -	MOU Covers

TOTALS

PERSONNEL	\$ 795,791	
VEHICLES - May not be needed	\$ 40,000	
OPERATIONS	\$ 25,040	
SUBTOTAL =		\$ 860,831
10 % Admin fee includes Records and Payroll processing, etc. =		\$ 86,083
GRAND TOTAL =		\$ 946,914