

1 **COMMISSIONERS MEETING**

2 **March 6, 2024**

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8 At a regular meeting of the County Commissioners of the County of York, begun and
9 holden at the York County Government Building in Alfred, within and for the County of York,
10 being held on Wednesday, March 6, 2024, A. D. at 4:30 P. M.
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13 **COMMISSIONERS PRESENT:**

- 14
- 15 Richard R. Dutremble
- 16 Richard Clark
- 17 Robert Andrews
- 18 Justin Chenette
- 19 Donna Ring
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21 County Manager Greg Zinser and Deputy County Manager Linda were present at the meeting.
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23 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

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25 **03-06-2024 ITEM**

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27 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

28 Susan Wiswell of Kittery Maine stated that she has a concern with Item 5i on the
29 agenda dealing with two new policies. She stated that she thought the
30 Commissioners should shy away from all of it as its way out of our wheelhouse.
31

32 Janet Drew addressed the Commissioner via ZOOM. She informed all that the
33 Board of Visitors of which she is a member, did submit their report. She added that
34 she hoped the Commissioners have a little conversation about it and that she hopes
35 the Board of Visitors can have more contact time with people in jail.
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37 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 38 a. Commissioners' meeting of February 21, 2024
- 39 Commissioner Clark motioned to approve the minutes as corrected.
- 40 Commissioner Andrews seconded the motion. Vote 5-0.
- 41

42 **3 TO APPROVE TREASURER'S WARRANTS**

- 43 a. Warrants to be approved on February 21, 2024 in the amount of \$454,891.23
- 44 Commissioner Clark motioned to approve the warrants in the amount of
- 45 \$454,891.23. Commissioner Andrews seconded the motion. Vote 5-0.
- 46 b. Warrants to be approved on February 28, 2024 in the amount of \$510,580.85
- 47 Commissioner Clark motioned to approve the warrant in the amount of

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\$510,580.85.
Commissioner Andrews seconded the motion. Vote 5-0.

4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS

Commissioner Dutremble relayed to all that he attended a Hearing at the Statehouse last Thursday regarding rural patrol and jails and that he was amazed at how much money the State gets vs. the Counties. We are scheduled to get zero increases, stated Commissioner Dutremble.

5 NEW BUSINESS

a. Ratification of Teamster's Contract (executive session may be necessary)
County Manager Zinser explained that the summary of changes to the contract was in the Commissioners' packets.
The County Manager added that the contract has been approved by the Teamsters.
Commissioner Clark motioned to approve and authorize the County Manager to sign the contract. Commissioner Andrews seconded the motion.
Discussion- Commissioner Ring asked if the Captains were salaried or hourly employees. County Manager Zinser replied that they were salaried. Vote 5-0.

b. Introduce Deputy Manager/H.R. Director Corliss to seek approval for the hiring/transfer of the following individuals:
i. Nicholas Hersom in the full-time position of Maintenance Technician I in the Facilities Department with a date of hire of March 11, 2024
Commissioner Clark motioned to approve the hiring of Nicholas Hersom in the full-time position of Maintenance Technician I in the Facilities Department with a date of hire of March 11, 2024. Commissioner Andrews seconded the motion.
DISCUSSION- Commissioner Ring asked inf Mr. Hersom was a full-time corrections officer and when did he complete his training? Deputy Manager/H.R. Director Corliss explained that he did not complete the academy and was only employed as a corrections officer for a short time.
Commissioner Ring asked if he was a probationary person. Deputy Manager/H.R. Director Corliss explained that he resigned. They asked him to leave.
Commissioner Ring inquired and we are going to hire him for a different position? Deputy Manager/H.R. Director Corliss replied that it was a minor issue as to why he left. Commissioner Ring replied that she is concerned that we hired him once and he didn't fulfill his probationary position.
Deputy Manager /H.R. Director Corliss explained that this is a completely different position.
Commissioner Ring asked how many applicants did we have? Deputy Manager/H.R. Director Corliss replied four or five, but some did not pass the background check.
Commissioner Clark asked if this potential employee will have a 6 month probationary period? Deputy Manager/H.R. Director Corliss replied, yes.
Vote 4-1 with Commissioner Ring opposed.

(presented prior to Nicholos Hersom)

ii. Aidan Steeves in the part-time position of Maintenance Technician II

98 in the Facilities Department with a date of hire of March 13, 2024
99 Deputy County Manager/H.R. Director Corliss explained that with the
100 resignation of Dick West, this will fill an existing position.

101 Commissioner Clark motioned to approve the hiring of Aidan Steeves in
102 the part-time position of Maintenance Technician II with a start date of
103 March 13, 2024. Commissioner Andrews seconded the motion.

104 DISCUSSION:

105 Commissioner Ring asked what the starting pay is for this position.
106 Deputy Manager/H.R. Director replied that it is a grade 4 (MSEA Union)
107 at \$18.57 per hour.

108 Commissioner Ring asked how many hours a week will he work?

109 Deputy Manager/H.R. Director Corliss replied between 20-25 but he is
110 scheduled for 20 hours a week with 4-hour shifts. Vote 5-0.

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112 Deputy County Manager/H.R. Director Corliss added that she does have
113 two Corrections Officer positions now available but that they were not in
114 time for the agenda. She would like to present them tonight so that they
115 can go to the academy. The Commissioners agreed.

116 Deputy County Manager/H.R. Director Corliss sought approval for the
117 hiring of Abel Nimi in the position of full-time Corrections Officer in the
118 Sheriff's Office with a date of hire of 3-11-2024.

119 Commissioner Clark motioned to approve the hiring of Abel Nimi in the
120 position of full-time Corrections Officer in the Sheriff's Office with a
121 date of hire of March 11, 2024. Commissioner Andrews seconded the
122 motion.

123 DISCUSSION- Commissioner Ring asked how long has he been in the
124 U.S.? Deputy Manager/H.R. Director Corliss replied since April of 2023.
125 Vote 5-0.

126 Deputy Manager/H.R. Director Corliss sought hiring approval for Mauro
127 Bernando in the position of a full-time corrections officer with a start
128 date of March 11, 2024. She explained that this is his first job in the U.S.
129 and that he has been in the U.S. since the spring of 2023 and has all of
130 his working papers.

131 Commissioner Ring asked did we reduce it to only 6 months to get
132 working papers?

133 Deputy Manager/H.R. Director Corliss responded, yes, we require a
134 work card.

135 Commissioner Clark motioned to approve the hiring of Mauro Bernando.
136 Commissioner Andrews seconded the motion. Vote 5-0.

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138 c. Discussion of temporary law intern job description-Deputy Manager/H.R.
139 Director Corliss explained that D.A. Slattery has been working with UMaine
140 Law School. Interns do not work for free anymore, she explained. These are
141 temporary positions and have a start and an end date of June through
142 August. Deputy Manager/H.R. Director Corliss continued that these are first
143 year students only. They will work 40 hours at \$18.00 per hour.
144 She continued that second and third year students can work in the courtroom
145 and those will be fall and spring semester. They would work a maximum of
146 twenty hours as they will be taking a full course load. This would also be a
147 recruiting tool to help fill ADA positions. Administrative supervisors fund will
148 pay for these. D.A. Kathy Slattery is hoping to hire three to four for the

149 summer. She is hoping to have two to three in the fall and two to three in the
150 spring, explained Deputy Manager/H.R. Director Corliss.

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- 152 d. Discussion of temporary law intern position(s)-
153 County Manager Zinser stated that both (positions) fit under the personnel
154 policy describing temporary positions.
155 Commissioner Clark motioned to approve the job descriptions as submitted.
156 Commissioner Andrews seconded the motion.
157 DISCUSSION: Commissioner Ring asked since they are temporary positions
158 do they accrue any benefits? Deputy Manager/H.R. Director Corliss, replied,
159 none.
160 Commissioner Ring asked if they would be working in the office not satellite?
161 Deputy Manager/H.R. Director Corliss replied that they have to work along
162 side an ADA that is assigned to them.

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164 Commissioner Chenette commented that this is wonderful and a great
165 opportunity for students. Have we not had interns in awhile, he asked?
166 Deputy Manager/H.R. Director Corliss responded, no, when covid hit it wiped
167 them out and then before we did not offer any form of payment.
168 Commissioner Chenette asked have we advertised or posted this? Deputy
169 Manager/ H.R. Director Corliss responded that the District Attorney has at the
170 college but she doesn't have any objection to posting it elsewhere. There is a
171 also a career center that helps to spread this. I am not sure if this goes to other
172 universities, replied Deputy Manager/H.R. Director Corliss.

173 Commissioner Chenette asked she wouldn't turn away someone if they were
174 out of state would she?

175 Deputy Manager/H.R. Director Corliss responded that she doesn't believe that
176 she (D.A. Slattery) would turn anyone away as the positions are not specific to
177 Maine School of Law.

178 Commissioner Ring commented that they have been informed that the funds
179 (to compensate these positions) are coming from administrative supervisory
180 funds. Where were those funds being used before? Deputy Manager/H.R.
181 Director Corliss responded for Astrid's position as the Restitution Clerk.
182 Vote 5-0.

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- 184 e. Deputy County Manager/H.R. Director Linda Corliss to seek approval for the
185 hiring of:
- 186 i. Gwendolyn Freeman in the position of temporary Summer Intern in the
187 District Attorney's office with a start date of June 1 to August 31 of 2024.
188 Commissioner Clark motioned to approve the hiring of Gwendolyn Freeman in
189 the position of part-time, temporary summer intern in the District Attorney's
190 Office with a start date of June 1, 2024. Commissioner Andrews seconded the
191 motion. Vote 5-0.
- 192 ii. Luke Smith in the position of temporary Summer Intern in the District
193 Attorney's office with a start date of June 1, 2024 to August 31, 2024.
194 Commissioner Clark motioned to approve the hiring of Luke Smith in the
195 position of temporary summer intern in the District Attorney's Office with a
196 start date of June 1, 2024. Commissioner Andrews seconded the motion. Vote
197 5-0.

- 198
- 199 f. Deputy County Manager/H.R. Director Linda Corliss to seek administrative

200 termination of Jerry Beaulieu from the position of Reserve Fire Instructor
201 effective March 7, 2024- Deputy County Manager/H.R. Director Corliss
202 explained that Mr. Beaulieu had moved out of state and that they have been
203 unable to contact him.

204 Commissioner Clark motioned to approve the administrative termination of
205 Jerry Beaulieu from the position of Reserve Fire Instructor effective March 7,
206 2024. Commissioner Andrews seconded the motion. Vote 5-0.
207

- 208 g. Update on homelessness funding- County Manager Zinser informed the
209 Commissioners that he had a conversation with the Town and City Managers
210 Group. The general consensus was that we should work with the HUB in York
211 County to best use of the funds at this time. If the Board approves, continued
212 County Manager Zinser, I will touch base with the Board Director to
213 understand what the needs are. There are various organizations in York
214 County such as Community Action, York County Shelter, Seeds of Hope, Fair
215 Tide, York Community Service Association as well as various homeless task
216 forces in Sanford. We generally felt we cannot make a big impact with that
217 money (\$125,000). We will get a listing and come back to this Board.
218

219 Commissioner Chenette thanked the County Manager for this update and stated
220 that he was pleased to hear that we are engaged with the homeless Hub. He added
221 that he would love for us to think about how we can do this and have a small and
222 meaningful impact in each of our districts. Commissioner Chenette stated that he
223 hoped we try to spread this out.

224 County Manager Zinser responded that he will bring this up to make sure every
225 district is represented. Emily at Fair Tide had stated in her recent presentation that
226 she could use some assistance with the coordinated entry into the system.
227

- 228 h. To schedule tax abatement denial appeal hearing (Limington)
229

230 Suggested date of May 1, 2024- County Manager Zinser asked the Board if
231 they have any issues with the May date as April meetings are consumed with
232 budgets.

233 Commissioner Clark motioned to schedule the Hearing at the May 1, 2024
234 Commissioners' meeting. Commissioner Andrews seconded the motion.
235 Vote 5-0.

- 236 i. To review, discuss and seek approval on two new policies –

237 County Manager Zinser explained that the Board asked many meetings ago that
238 he come up with a Proclamation policy and he thought the Flag policy is
239 important also.

240 He explained that the Flag and Banner policy restricts any flags or banners
241 other than USA, County commissioned and State.

- 242 i. Flag and Banner Display Policy-

243 Commissioner Chenette asked the County Manager to help him to
244 understand as he read the definition of commemorative flag and he did not
245 get a sense that there could not be a cause. County Manager Zinser replied
246 that is true such as the 250th commemorative flag or our 400th in 2036. If that
247 needs to be clarified, he stated that he can do so.

248 Commissioner Chenette replied that there needs to be some ability in the
249 language for a vote to take place if the definition of commemorative or
250 ceremonial would be broader. He added that there is, in his opinion, value of

251 a little bit of flexibility.
252 County Manager Zinser replied that the intent of the proposal for the
253 commemorative flag was that the Board could make a motion and authorize a
254 commemorative flag to be flown.
255 Commissioner Chenette replied that in terms of process, if a Commissioner
256 put forward a commemorative flag to interpret the policy and at that point it
257 is still added to the agenda for a potential flag.
258 Commissioner Dutremble added that the Chairperson should also review
259 agenda items.
260 Commissioner Clark motioned to approve the Flag and Banner Display
261 Policy. Commissioner Andrews seconded the motion. Vote 5-0.
262

263 ii. Public Requests for Proclamations or Recognitions-

264 County Manager Zinser stated that nothing prohibits a Board member from
265 bringing forth a Proclamation. This draft policy only prohibits someone from
266 the public bringing one forth without these steps in the Proclamations.
267

268 Commissioner Chenette commented that it looks great. He stated that at the
269 Statehouse it still has to go to a legislator. We could have it that a
270 Commissioner has to bring it forward to the Board as this allows us to be
271 more selective.

272 Commissioner Clark suggests that most citizens that are seeking some form
273 of Proclamation will make their first contact with the County administration,
274 not their Commissioner. I am pleased that the proposed policy makes
275 reference to things specific to this County. Commissioner Clark mentioned
276 that both Portsmouth and Somersworth City Councils spent hours debating
277 having a Proclamation regarding Gaza.

278 Commissioner Chenette stated that the Commissioners are the conduit for the
279 public. We are their elected officials, he stated. They should be coming to us
280 and then we work with the County Manager and staff members.

281 County Manager Zinser replied that he thought that he would get the request
282 but you, as a Commissioner, would also get them. He added that he would
283 facilitate if a Commissioner copied him on an e-mail.

284 Commissioner Ring stated that she was glad that we have a policy and we
285 can always make a change.

286 Commissioner Dutremble stated that he believes that, "*we are going to open*
287 *up a can of worms. I made a mistake in voting for it before. I think we will*
288 *be saturated by people wanting to make proclamations.*"

289 County Manager Zinser informed the Commissioners that these are just
290 thoughts he put down. He can put down something different and come up
291 with different language and tighten up the first paragraph.

292 Commissioner Chenette commented that he is fine with being the minority
293 voice. He stated that he doesn't think we should limit ourselves and limit our
294 impact and our voice. As an elected official, sometimes you do have to take
295 a stand and stand up for people we represent. Commissioner Chenette added
296 that we have not received a flood of Proclamations. He continued that he
297 would be more inclined as how we are limiting our own ability to put
298 forward a Proclamation. Commissioner Chenette stated that he is hoping the
299 new language the County Manager puts forward is not too limiting.
300

301 Commissioner Clark motioned to table this matter until the next meeting.

302 Commissioner Andrews seconded the motion. Vote 5-0.
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304

305 **6 OLD BUSINESS**

306 a. Dredge discussion

307 County Manager Zinser informed the Board that they have had some
308 conversations with Wells. They currently have a dredge going on. We may be
309 able to put our dredge in Wells Harbor. We are still in the due diligence phase.
310 We are still reviewing this and what the towns are going to propose.

311 The dredge can be moved and coordinated with the dredge authority that is
312 leaving Wells around March 25th to move it.

313 We are working with a dredging company to understand the ins and outs and
314 what the costs are if we were to get a crew. Lifting the dredge up and getting it
315 into Wells Harbor will take 4 to 5 days to assemble the dredge, explained the
316 County Manager. That was not included in the Ellicott Dredge quote. They are
317 responsible for training and commissioning the dredge when it is in the water.
318 We need to hire a crew to get the dredge assembled and into the water. The
319 crane costs \$7,000 a day and \$1500 for riggers. Plus, a crew will need to be
320 hired to put the crane together. The projection to get it into the water is going
321 to be \$75,000 to \$100,000, said County Manager Zinser. Concurrent to that, we
322 did talk with the Engineer, Walter Dinicola from Anchor QEA. They do
323 dredge programs all over the country. They are also going to be assembling the
324 costs for equipment and other types of surveys needed. Engineering could cost
325 over \$200,000 reported County Manager Zinser. He added that we have
326 multiple towns that are interested in working with us. We will reach out and
327 have conversations with each town administrator.

328 County Manager Zinser also told all that he had a great conversation with UNE
329 and there is some potential to work with us with some mapping. The County
330 would cover the cost of interns over the summer.

331 County Manager Zinser summarized that in the short term, in order to
332 maximize the economies of scale, the dredge company in Wells pull out on the
333 25th of March. We are working with them as we would need their crew to put
334 our dredge together. They are assembling the costs. We will have to pull some
335 of this stuff together, pretty quickly, explained the County Manager. He stated
336 that he doesn't have a problem fronting some of the money as long as we have
337 a handshake with some of the Towns. We would need relative assurance from
338 the towns.

339 The County Manager explained that for initial funding, we have earned income
340 from FEMA from money we got from Covid reimbursement. Those have
341 totaled around \$130,000 and those are sitting in one of our reimbursable
342 accounts.

343 Several years ago we received around \$27,000 in a class action lawsuit with
344 Monsanto regarding some water quality issues so we could tap into some of
345 those funds.

346 County Manager Zinser asked the Commissioners if he should keep going or
347 stop.

348 Commissioner Dutremble asked if Saco will let us use the money they had set
349 aside for the dredge.

350 County Manager Zinser replied that is a question for City Administration.
351

352 Barnstable's program is nine people, reported the County Manager.
353 Commissioner Chenette stated that from the 30,000 foot view, it sounds like
354 we have made the decision to point to county operations.
355 County Manager Zinser explained that the dredging window is November to
356 March. That will afford us opportunities to train and get the thing built.
357 County Manager Zinser added that we are not contemplating hiring individuals
358 to run this. We would not have that capability. We would sub out a crew.
359 Commissioner Chenette asked if the intent on what was voted vs. now where
360 we are at the decision point from this Board.
361 County Manager Zinser replied that we submitted information (to the
362 government) and we are waiting. I think we are still in the scope of the
363 Board's direction. There was a conversation of whether or not that Authority is
364 capable of taking the dredge and getting it into the water, stated the County
365 Manager. We are doing due diligence.
366 Commissioner Chenette stated that it sounds like we are taking steps to run the
367 operation.
368 County Manager Zinser replied, yes and if the County is fronting money, we
369 should be in charge. That will be a Board decision.
370 Commissioner Andrews mentioned that we could look at some sort of
371 apprenticeship program with graduates of LWRC to get them into the
372 workforce.
373 County Manager Zinser replied, absolutely. We could get a crew on the boat
374 and once we get it working, we could get our own people on board to
375 apprentice. There needs to be a diesel mechanic for example.
376
377 County Manager Zinser stated that he had a couple of other items to discuss
378 with the Commissioners. One being that we really need a conversation about
379 the part-time position in H.R. and we need it moved to a full time position. He
380 explained that we can take money from the jail budget and our budget and we
381 really need to create a 40 hour position and we will be happy to discuss this
382 and duties at another meeting. We can do it without any budgetary impact,
383 stated County Manager Zinser. This position does a tremendous amount of
384 work at the jail such as hiring process, onboarding process, training process,
385 job fairs.
386 We learned today that our Federal Environmental Assessment is finalized and
387 going out with final public comment. We have to notify via certified mail all of
388 the abutters. There were findings of no significant impact. The DEP permit is
389 being finalized.
390 County Manager Zinser informed the Commissioners that we may have to
391 modify our air license due to our generators. This won't hold up the permit,
392 though.
393 In the 3rd party review from the Town, after speaking with our engineer we are
394 good. There are no other red flags that he sees.
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396

397 **7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**
398 **ISSUES PURSUANT TO 1 M.R.S.A. § 405 (6) (A), ACQUISITION OF**
399 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**
400 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**
401 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**

402 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**
403 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**
404 None
405

406 **8 PUBLIC COMMENT(S) ON ANY ITEM(S)**

407 Susan Wiswell wanted to make sure that all of the Commissioners received the
408 Board of Visitors annual report that she e-mailed to them. She also wanted to know
409 if anyone had any questions. We can put it on a future agenda the County Manager
410 stated.

411 Janet Drew commented via ZOOM that she agreed with Commissioner Chenette
412 that every voice matters. If you get inundated with Proclamations, they should have
413 an end date and it matters coming from you as our Representatives.

414 As far as the hiring, Ms. Drew commented that the Jail is a small community. Is
415 there going to be a situation that will put them in close contact with individuals that
416 they should not be with? She stated that's a concern.

417 Janet Drew commented on the conversation regarding the (county) budget and how
418 more positions are needed. She suggested that alternatively perhaps ARPA money
419 should go to crisis housing and mental health. Ms. Drew stated that a lot is in the
420 report we wrote.
421

422 **9 ADJOURN**

423 Commissioner Clark motioned to adjourn. Commissioner Andrews seconded the
424 motion. Vote 5-0.

425 Meeting adjourned at 5:58.
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York County Archives Project: Phase 3 Report

Submitted by Paige Lilly, Archivist December 28, 2023

The objectives of the project continue to cover 1) deepening our understanding of the relationship among records created in York County's over nearly 350 years, 2) preserving the records currently in the care of the York County Commissioners, and 3) providing public access to York County Court and Commissioners records where ever they may be archived.

Over the course of four months, phase 3 moved the project forward in meaningful and measurable ways. Significantly, we now have:

- a comprehensive Guide to the history and records
- new digital equipment onsite at the courthouse to safely access microfilm, and
- a plan in place to build a prototype for a searchable online database of the records.

What follows is an outline of work accomplished for the specific tasks of Phase 3.

Phase 2 Report Presentation and Phase 3 Planning

Preparing for and presenting a report for the Commissioners' meeting September 6, 2023, became an opportunity to highlight information in the written report. It also led to a fuller understanding of the tasks ahead. As well, questions arose after the conclusion of Phase 2 that had not been included in the first Phase 3 proposal. With input from the public meeting and county staff, the proposal was reworked. The presentation and revised planning were not originally included in the Phase 3 budget, but both became crucial for moving forward.

Task 1 Meet with Maine State Archives (MSA)

With the Phase 3 progress in hand, we now have an informal meeting planned at MSA in Augusta, January 18, 2024.

Tasks 2 and 3 Plan for microfilm access, conversion to digital files, and online hosting

After considerable research and several meetings, three aspects of this task were completed beyond expectations:

- The obsolete analog microfilm reader/printer was replaced with a digital version along with a dedicated computer and monitor. Users can view, select, enhance, and save copies from the microfilm onsite at the courthouse.
- Planning and timeline in place for IQS, the company used by the Registry of Deeds, to build a prototype for searchable online access to historical county records (aspects of this to be determined after meeting with MSA and accessing master copies of microfilm)
- Large format flatbed scanner purchased to allow in-house scanning of fragile unbound manuscript records

We have requested legal counsel to help determine the minimum level of records preservation and access mandated by the State.

Task 4 Indexing for staff and public access

Considerable discussion and research took place in-house and with IQS. This topic will be part of the meeting with MSA. The proposed IQS database prototype encompasses the *ideal* level of indexing. However, we believe that progress, not perfection, may be the most practical objective.

Task 5 Write report summarizing Tasks 1-4

A formal report was replaced by meetings and notes. The meeting notes are available upon request.

Task 6 Maps from Deeds and Commissioners' records

Staff to work with the Commissioners' records, including maps, in an ongoing role, have not yet been identified. Therefore, training on this project was deferred. However, some of the larger, most fragile maps and plans from the Commissioners' case files were humidified and rolled onto acid free tubes for storage. The following items moved to Phase 4:

- Identify and assess another 30 or so that require a lower level of attention
- Separate materials recommended for disposal and/or recycling
- Recommend next steps in Task 11 report (related to Tasks 2, 3, and 4 above)

Task 7 "Keep Forever" Boxes

As reported after Phase 2, these loose documents include deeds, both recorded and unrecorded, and legal documents that may belong with court and county case files (dated from 1700, bulk 1770-1830).

In the first volume of "schedule books" for Deeds, we discovered one possible explanation for the packets of original deeds dated prior to 1817. The book begins with an account of the election of the new Registrar, Jeremiah Goodwin in 1816, and goes on to describe that the prior Registrar, William Frost, refused to transfer the records and files of the Office. With the assistance of the Court of Sessions and the High Sheriff, Mr. Goodwin eventually received over 95 Record Books, files and papers, and alphabet books (indices) in May 1816.

Humidifying, flattening, and filing 58 folded and fragile 18th and 19th century documents required nine hours work, or approximately 10 minutes per item. Estimating the items in these boxes and folders, creating a preliminary box list and series description deferred to Phase 4.

Task 8 Commissioners Records storage room (basement)

Aspects of this task related to processing the Case/Docket files prior to microfilming and digitization await more information to be gathered from Tasks 1-4 above in Phase 4.

Fifteen historical record books found were surfaced-cleaned, organized, stored, and listed in the spreadsheet. Steps for preservation, cataloging and possible digitizing will be considered in a future phase.

Task 9 Bell Tower/Attic

This project to seek additional 20th century county records in the attic and assess the photographs will be addressed by staff.

Task 10 Draft a guide to historical York County records

A draft Guide describing the what, where, and how of York County records now exists. After one more proofreading, it will be sent to the Commissioners for comment and suggestions asap.

Task 11 Phase 3 Report and Phase 4 Proposal

Herein lies the report and an outline for Phase 4 projects and budget, including time to prep for the IQS prototype, is forthcoming.

March 12, 2024

York County Commissioners and York County Registry of Deeds

45 Kennebunk Road, Alfred, ME 04002

Contacts: Gregory Zinser, York County Manager gtzinser@yorkcountyme.gov

Nancy Hammond, Registrar of Deeds nehammond@yorkcountyme.gov

York County Archives Project-Phase 4 Proposal

The Plan of Work outlined below covers recommendations in the York County Archives Project Phase 3 Report, December 2023, and recommendations from the Maine State Archives (MSA), January 2024.

Background

The Phase 3 report detailed plans for working with IQS (vendor for the Registry of Deeds online search) and meeting with the Maine State Archives (MSA) to discuss alternative options using DigitalMaine.

When we met with State Archivist Kate McBrien and Head of Archives Services Heather Moran, they offered a collaborative shift in direction for the prototype previously discussed with IQS. In summary:

- MSA intends to move away from DigitalMaine to provide access to digitized holdings through their new digital preservation platform, LIBNOVA, with the online public access component, LIBSAFE
- Kate emphasized that MSA is adding imaging staff and invited YC to bring materials to MSA for color digitization. She considers this a service within the MSA mandate.
- MSA and YC will work together to create a prototype hosted at little to no cost to York County
 - In preparation for the 250th anniversary of the Declaration of Independence in 2025, focus the initial project on the American Revolutionary time period (circa 1770-1800)
 - MSA will re-image (digitize) the original record books and case files in color, instead of relying on old black and white images on microfilm
 - Archival standards for cataloging in the LIBSAFE program will highlight York County Commissioners records (aka General Sessions of the Peace at that time period) and Court Records created in York County (aka Court of Common Pleas at that time)
 - All digital files will be available for YC to use for access in Alfred and/or on microfilm
- Simultaneous with the prototype project, YC priority record books and historical documents could be digitized in color at the MSA imaging lab in Augusta
- YC would pay only the cost of storage for high resolution color images of records held at the Courthouse in Alfred, if required (\$ to TBD)

Questions remain regarding:

1. The level of indexing that can be accommodated with LIBSAFE;
2. How to expedite preservation and access to records currently relevant to citizens in York County;
3. Digitizing and providing access to the historical deeds from the “keep forever” boxes; and
4. Building a new “Historical Records” tab for the York County website to share research guides and links to online resources.

An important related development is the possibility of hiring a county archivist/records officer. The Phase 4 Plan of Work (see page 3) now incorporates these components. The work could begin in April 2024. This proposal extends the Archival Services Agreement dated September 30, 2022, between the County of York and Lilly Archival.

Archival Services	
Plan of Work, 23 days (12 onsite, 11 remote) @ \$380/day	\$ 8,740
Travel time from Blue Hill to Alfred and return @ \$10/hr, 6 hours per round trip, estimating 4 trips	\$ 240
	<u>\$ 8,980</u>
Lodging and Meals	
2 nights, Augusta @ \$166 per diem	\$ 332
8 nights, York County April-June @ \$184 per diem	\$ 1,472
4 nights, York County July-August @ \$275 per diem	\$ 1,100
4 travel days @ \$50 meals/incidentals	\$ 200
	<u>\$ 3,104</u>

Total Estimated Fees and Expenses

Archival Services	\$ 8,980
Lodging and meals	\$ 3,104
	<u>\$12,084</u>

Please contact me to negotiate the plan of work, fees, and/or proposed schedule as needed.

Date proposal and budget were accepted (as written or revised): _____.

Signed on behalf of York County Date

Signed on behalf of Lilly Archival Date

York County Archives Project–Phase 4 Proposal: Plan of Work

Task	Project	Days
1	Microfilm access with new ViewScan equipment <ul style="list-style-type: none"> ● Review instructions with staff; edit as needed ● Offer training to County staff and public users? 	1.5
2	Prototype Project with Maine State Archives (MSA) Work with MSA to create a Scope of Work for the project outlined on page 1 of this proposal <ul style="list-style-type: none"> ● Meetings with Heather Moran, Head of Archives Services ● Explore questions related to detailed indexing/subject catalog entries ● Meetings with York County staff ● Delivering record books from Alfred to Augusta and back ● Drafting plans and reports 	6
3	Pursue preservation and digitization of Docket Books 1-4 in Records of Joseph Moody at MSA	1
4	Digitizing and Online hosting for historical deeds <ul style="list-style-type: none"> ● Determine, if possible, what portion of the “keep forever” records are “stray” original Deeds and what portion may be “stray” court and commissioners case files (supporting materials) ● It may be appropriate to continue to pursue a project with IQS, the company used by the Registry of Deeds, for the deeds ● IQS requires 30-45 days lead time ● See Paige’s notes (in phase 4 v1) for prep work required at Alfred for an IQS prototype 	3
5	Follow-up meetings with County Manager, Registrar of Deeds, and Commissioners <ul style="list-style-type: none"> ● Discuss building a new “Historical Records” tab for the York County website to share research guides and links to online resources ● In-person reports and discussion 	1.5
6	Maps from Deeds and Commissioners' records <ul style="list-style-type: none"> ● Label and list processed maps, include location ● Separate materials recommended for disposal and/or recycling 	2
7	“Keep Forever” Boxes <ul style="list-style-type: none"> ● Estimate the # of items in these boxes and folders ● Create a preliminary box list and series description ● Recommend next steps 	3
8	Commissioners Records storage room (basement) <ul style="list-style-type: none"> ● Planning for preservation and cataloging of the Case/Docket files, prior to microfilming and digitization; awaits information to be gathered from Tasks 2-5 above and hiring a YC staff archivist/records officer ● Estimate supplies, document boxes and folders, required 	3
9	Phase 4 Report <ul style="list-style-type: none"> ● Recommendations ● Phase 5 proposal, projects, and budget if needed 	2



200-208 Graham Street - LEASE

THIS INDENTURE OF LEASE dated as of the _____ day of _____, 2024, is made by and between **Biddeford Housing Authority**, a Maine nonprofit organization, organized and existing under the laws of the State of Maine and having a mailing address of 22 South St, Biddeford, ME 04005, (hereinafter called the “Landlord”) and York County Government, with a mailing address of _____, ME 04005, (hereinafter called the “Tenant”).

WITNESSETH that for and in consideration of the rents herein reserved and the covenants and agreements herein contained and expressed and to be kept, performed and fulfilled, the parties agree as follows:

Section 1 - Premises. Landlord hereby demises and lets unto Tenant, and Tenant hereby leases from Landlord certain space in that certain building known as “208 Graham Street(formerly known as DHHS main offices) (hereinafter the “Building”) as depicted on Exhibit A attached hereto, with an address of 200-208 Graham Street, **Biddeford, Maine, 04005**, premises consisting of approximately 13,000+/- **square feet of space**, and being shown as “UNIT A”the floor space highlighted on Exhibit A annexed hereto (the “Premises”), together with all rights of way access and easements appurtenant to the Building situated in the Complex.

Tenant shall have the right during the term of this Lease to use the common areas of the Building and the Lot on which the Building is located, that are designated by Landlord for the common use of occupants of the Building.

Section 2 - Term. (a) The initial term of this Lease shall be for a period of one (1) year, following the Delivery Date (as defined herein), and expiring on the last day of the 12th month from the Delivery Date. The “Delivery Date” shall be May 1, 2024.

- i. **Landlord’s Work.** Landlord shall provide the Premises in “plain white box” condition. Plain white box, as relates to this lease, describes: Finished/functional ceilings, lighting, plumbing, heating and cooling (HVAC), interior walls painted, electrical outlets, rest rooms, and a covered/finished floor. Space described will be delivered ready to lease and ready for tenant improvements.
- ii. Any and all modifications to the Leased Premises by Tenant or Tenant’s agent shall be submitted to Landlord for its approval prior to the commencement of any work. Tenant shall use licensed and insured contractors approved by Landlord and shall require all contractors to sign Landlord’s standard Mechanic’s Lien Waiver releasing Landlord from liability for the cost of the tenant improvement work. Tenant agrees that all work shall be completed in compliance with all applicable federal, state and municipal building codes and ordinances.
- iii. Tenant shall reach prior agreement with Landlord, and work together to implement according to said agreement, all systems necessary for operation, and to be installed prior to opening, as regards to cost of installation, approval of systems, and maintenance. Following opening of business, Biddeford Housing agrees to provide all proper maintenance, testing, and upkeep of equipment, including as needed to satisfy any City code requirements, and insurance requirements.

(b) Option to Renew. Provided Tenant is not in default, Tenant shall have three (3) options to renew for one term of one (1) year each under the same terms and conditions of the existing Lease except for Base Rent. The Base Rent for the first year of said Renewal Term shall be the Base Rent for the last year of the then current term plus 3% annual increases for each year of the extended term. The option to renew shall be exercised if Tenant notifies Landlord, in writing, no less than three (2) months prior to the end of the then current Term. Should Tenant fail to exercise its Option to Renew, Tenant shall have no further renewal right to extend the Lease pursuant to this clause.

Section 3 – Base Rent.

(a) Tenant shall pay to Landlord rent for the Premises monthly, in advance, on or before the first day of each month (prorated for any partial month), payable in equal monthly installments as follows:

Delivery Date – Month 12: The monthly Base Rent shall be Eight Thousand Six Hundred Dollars (\$8,600). (\$7.94 per sq ft)

(b) Tenant shall be responsible for all Premises' utilities except those provided by landlord upon the Delivery Date.

Section 4 – Option to Purchase Set Aside: 40% of the monthly base rent noted in Section 3 above, will be escrowed as downpayment for any future purchase of either a portion or the entire building building. (For example: \$8600 paid. \$3400 toward downpayment + \$5200 monthly rent)

Section 5 - Payment of Rent and Late Charges. Payments due under Sections 3 and 4 above shall be made at c/o Biddeford Housing Authority, P.O.Box 2287, Biddeford, ME 04005, or such other place as Landlord may designate in writing, on or before the first of each month. If the payment is not received by Landlord on the first day of each month, Landlord shall be entitled to, and Tenant shall pay to Landlord a late fee equal to five percent (5%) of the late payments and if payment is not received by the 10th of the month, it shall bear interest from the first of the month at 7% per annum, but in no event more than the highest rate of interest allowed by applicable law. All payments under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction, and counterclaim or set-off. At any time after Tenant has twice been more than seven days late in the payment of monthly rent, Landlord may require Tenant to establish a system for the payment of monthly rent by automated electronic funds transfer.

Section 6 - Security Deposit. Tenant shall deposit the sum of Five Thousand Two Hundred Dollars (\$5,200 (the "Deposit") with Landlord as security for the full and faithful performance by Tenant of all of the terms and conditions of this Lease required to be paid or performed by Tenant. Landlord may apply any portion of the Deposit for the payment of any payments of rent, additional rent or sums due to Landlord hereunder for which Tenant is in default, to discharge any liens which Tenant fails to discharge as required by Section 11 and Section 16 and for any damages to the Premises (excluding reasonable wear and tear) caused by any affirmative or negligent act by Tenant, its employees, servants or invitees or to put the premises in the condition required by Section 9. Upon the expiration of this Lease and Tenant's vacating of the Premises, Landlord shall return the Deposit to Tenant less any amounts applied by Landlord to said rent or damages within sixty (60) days.

Section 7 - Quiet Enjoyment. Landlord shall put Tenant in possession of the Premises at the beginning of the term hereof, and Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the Premises without hindrance by, from or through Landlord, subject to the terms of this Lease.

Section 8 - Signs. Tenant shall not install or alter any exterior signs on the Premises without the prior written approval of Landlord. Such approval shall be subject to design standards in use on the property and shall not be unreasonably withheld. Tenant's signage shall be at Tenant's sole cost and expense and in compliance with all federal, state and local laws and ordinances.

Section 9 - Damage by Tenant. Assuming installation and delivery of operable and efficient mechanical systems by Landlord prior to start of business, Tenant shall, at its own expense, be responsible for damages to the Premises, including, without limitation, plumbing and electrical fixtures and equipment, light bulbs, light fixtures, the heating, ventilating and electrical systems serving the Premises (except capital replacements as described in Section 10 below), for all interior painting desired by Tenant and for the replacement of doors, door hardware and broken glass within the Premises (which includes the exterior windows), and window cleaning. Landlord shall enter into a mechanical maintenance contract with suitable contractors to perform regularly scheduled maintenance and such maintenance will comply with all requirements needed to comply with the terms of any applicable warranties.

All interior safety devices such as fire extinguishers, interior office locks, emergency exit lights, etc., are the responsibility of Landlord to maintain. One fire extinguisher is required at each entrance to your Leased Premises, or as designated by the Fire Department. Tenant shall not remove these or any required safety devices and inform landlord if not working properly.

Tenant shall also promptly make any repairs lawfully required by any public authority, which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein. At the expiration of this Lease or earlier termination hereof for any cause herein provided for, Tenant shall remove all personal property, chemicals and Hazardous Materials from the Premises, comply with any site closure requirements under applicable laws or ordinances and deliver up the Premises to Landlord broom clean and in the same sanitary and attractive condition and state of repair as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

In the event Tenant fails to make promptly any repairs required of Tenant hereunder, or fails to perform any of its other obligations, Landlord may, at its option, if such failure continues for more than five (5) days after Landlord has provided notice to Tenant, make such repairs or perform such obligations to Tenant's account and the cost thereof will become an obligation of Tenant under this Lease, payable within thirty (30) days of demand.

Section 10 - Landlord's Maintenance. Landlord shall be responsible for structural maintenance (roof repair, foundation repair and exterior wall repair) of the Building and for any necessary capital replacements of major components of the mechanical systems serving the Premises.

Section 11 - Alterations and Additions. Tenant shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed. Tenant shall not make any penetrations of the roof or exterior wall. Landlord may require satisfactory evidence of available financing for any such alterations or additions. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the construction as of the Delivery Date. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. Any alterations or improvements made by Tenant shall become the property of Landlord at the termination of occupancy as provided herein. Landlord reserves the right to require that Tenant demolish and remove,

at Tenant's sole expense, any alterations or improvements made by Tenant. Such demolition and removal will be completed prior to Tenant vacating the premises upon the expiration or termination of this Lease. Within ten (10) days of execution of this Lease, Tenant shall provide Landlord with its proposed layout for its fit-up and improvements for Landlord's review and approval, which shall not be unreasonably withheld, conditioned, or delayed.

Section 12 - Machinery, Equipment and Trade Fixtures. Tenant agrees that it shall not install any machinery, equipment, trade fixtures or appurtenances thereto in the Premises which cannot be removed from the Premises without damage to the Premises. Tenant agrees that (a) all machinery and equipment, and appurtenances thereto, installed in the Premises by Tenant, or by any employee, agent or subcontractor of Tenant, or by any Subtenant of Tenant, which may be removed from the Premises without substantial damage to the Premises and (b) all furniture, furnishings and movable trade fixtures installed in the Premises shall be deemed to remain personal property and that all such machinery, equipment, appurtenances, furniture and movable trade fixtures of Tenant or of any employee, agent or subcontractor or Subtenant of Tenant, must be removed, prior to the expiration of this Lease or its earlier termination for any cause herein provided for. Tenant shall repair any damage occasioned by such removal and shall restore the Premises to their condition as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted. Any such property which is required to be removed pursuant to the provisions hereof and which is not so removed prior to the expiration or earlier termination of this Lease may be removed from the Premises by Landlord and stored for the account of Tenant; and if Tenant shall fail to reclaim such property within sixty (60) days following such expiration or earlier termination of this Lease, such property shall be deemed to have been abandoned by Tenant and may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor. Tenant shall pay to Landlord all reasonable costs incurred by Landlord in removing, storing, selling, destroying or otherwise disposing of any such property.

Section 13 - Utilities, Cleaning and Trash Removal. Tenant shall make arrangements for, and shall pay when due all charges for (i) 100% of telephone, internet and cable TV (ii) 100% of cleaning and janitorial services for the interior of the Premises, (iii) 0% of trash disposal services for all wastes from the Premises and (iv) a prorated share of the propane services supplied to Tenant at the Premises, and shall hold and save Landlord harmless from any expense or liability connected therewith. Landlord will assume 100% responsibility for, electric, water and sewer. Landlord will provide utility connections up to the premises.

Section 14 - Use of the Premises.

(a) The Premises shall be used for general office, meetings, educational, and community related activities. All other uses are subject to Landlord approval. Landlord, in its sole discretion, may approve non-tenant events at the Premises. In its use of the Premises, Tenant shall comply with all statutes, ordinances and regulations applicable to the use thereof, including, without limiting the generality of the foregoing, the Zoning Ordinance of the City of Biddeford, Maine, as now in effect or as hereafter amended. No business shall be operated or conducted on the Premises which involves heavy manufacturing, or which is noxious or offensive.

(b) Tenant shall not injure or deface, or commit waste with respect to the Premises, nor occupy or use the Premises in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters. Tenant shall, immediately upon the discovery of any unlawful, illegal, disreputable, or extra hazardous use, take all necessary steps to discontinue such use.

(c) Tenant shall procure any licenses or permits required by any use of the Premises by Tenant.

(d) Tenant's use of the access roads, parking areas and loading areas on the property shall be subject to any reasonable rules or regulations which may be established from time to time by Landlord or pursuant to the Declaration. Tenant shall not park storage trailers or store any items of its property on said exterior common areas, except as provided via prior written permission by Landlord.

(e) Tenant shall not permit any employee, servant, invitee or visitor of Tenant to violate the covenants or obligations of Tenant hereunder.

Section 15- Subleasing - Assignment.

(a) Tenant shall not, without the prior written consent of Landlord and subject to lender review and approval, assign this Lease in whole or in part, or sublet the Premises or any portion thereof, except for subletting to the other York County related departments, which is permitted. In the event of such assignment or sublease, Tenant shall remain liable to Landlord for all the rentals called for under the terms of this Lease and for the performance of all covenants herein to be performed by Tenant and be responsible for all out of pocket costs actually incurred by Tenant in connection with the making of such assignment, including but not limited to any brokerage fees, advertising and alteration costs;

Landlord shall have the right to assign this Lease or any of the rights and benefits accruing to it thereunder.

Section 16 - Mechanic's Lien. In the event of the filing in the York County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause said lien to be released and discharged without delay.

Section 17 - Liability. Except for injury or damage caused by the willful or grossly negligent act of Landlord, its servants or agents, Landlord shall not be liable for any injury or damage to any person happening on or about the Premises or for any injury or damage to the Premises or to any property of Tenant or to any property of any third person, firm, association or corporation on or about the Premises. Tenant shall, except for injury or damage caused as aforesaid, indemnify and save Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable counsel fees, and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association or corporation, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on or about the Premises and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises or the installation of any property therein or the removal of any property therefrom. Tenant agrees to look solely to Landlord's interest in the building for recovering of any judgment or claim against Landlord.

Section 18 - Liability Insurance. Tenant shall throughout the term hereof procure and carry, at its expense, comprehensive liability insurance on the Premises with an insurance company authorized to do business in Maine and acceptable to Landlord. Landlord shall throughout the term procure and carry comprehensive liability insurance on the common areas of the building and the lot on which the Building is located, which cost shall be included in the additional rent due under Section 4. Such insurance shall be written on an "occurrence" basis; and shall provide coverage of at least \$1,000,000.00 in case of death of or injury to one person; at least \$1,000,000.00 in case of death of or injury to more than one person in the same occurrence; and at least \$1,000,000.00 in case of loss, destruction or damage to property. Tenant shall furnish to Landlord a certificate of such insurance which shall name Landlord and Landlord's agent as an

additional insured and shall provide that the insurance indicated therein shall not be canceled without at least twenty (20) days' written notice to Landlord.

Section 19 - Fire and Extended Coverage Insurance. Landlord shall procure and continue in force during the term hereof fire and extended coverage insurance on the building containing the Premises. Tenant shall procure and continue in force during the term hereof, fire and extended coverage insurance on any and all personal property and fixtures of Tenant which are situated in the Premises.

All insurance policies carried by either party covering the demised premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party with respect to damage to property. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section 20 - Condemnation, Destruction or Damage.

(a) If the Premises, or any significant portion thereof, are taken by eminent domain, or condemned for public use, this Lease may be terminated by either party, and any and all awards for such taking shall be the exclusive property of Landlord. Nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or the value of stock and other personal property belonging to Tenant, provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award to any mortgagee.

(b) In the event that the Building of which the Premises are a part shall be totally destroyed by fire or other casualty insured against, or shall be so damaged that repairs and restoration cannot be accomplished within a period of sixty (60) days from the date of such destruction or damage, this Lease shall terminate at the election of Landlord and each party shall be relieved of any further obligation to the other, except that Tenant shall be liable for and shall promptly pay Landlord any rent then in arrears or Landlord shall promptly rebate to Tenant a pro rata portion of any rent paid in advance. In the event the premises shall be so damaged that repairs and restoration can be accomplished within a period of sixty (60) days from the date of such destruction or damage or if Landlord does not elect to terminate this Lease, this Lease shall continue in effect in accordance with its terms; such repairs and restoration shall, unless otherwise agreed by Landlord and Tenant, be performed promptly by Landlord as closely as practicable to the condition which existed as of the date of the damage (utilizing therefore the proceeds of the insurance applicable thereto), and until such repairs and restoration have been accomplished, a portion of the rent shall abate equal to the proportion of the Premises rendered unusable by the damage. It is understood that Landlord's obligation to restore, replace or rebuild shall not exceed in amount the sum of the insurance proceeds paid to it and/or released to it by any mortgagee with which settlement was made. Tenant agrees to execute and deliver to Landlord all instruments and documents necessary to evidence the fact that the right to such insurance proceeds is vested in Landlord by the damage.

Section 21 - Repossession by Landlord. At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, Tenant shall peaceably and quietly quit the Premises and deliver possession of the same to Landlord.

Section 22 - Mortgage Lien. Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of (1) any mortgage constituting a lien on the Building and

or property, or any part thereof, at the date hereof, (2) the lien of any mortgage hereafter executed to a bank, trust company or other recognized lending institution to provide financing or refinancing of the land and improvements containing the Premises, and (3) any renewal, modification, consolidation or extension of any mortgage referred to in clause (1) and (2). Such subordination is self operative and no further agreement or instrument is required in order to make such subordination legally effective. The foregoing notwithstanding, Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord without any expense to Tenant, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of a mortgage referred to in (2) or (3) of the preceding sentence.

Tenant further agree that upon change in ownership of the Building by reason of the foreclosure of the mortgage referred to in the preceding paragraph, or the acceptance of a deed in lieu of foreclosure, or otherwise, this Lease shall not be terminated or affected thereby but shall continue in full force and effect upon all of the terms, covenants and conditions set forth herein and Tenant agrees to at torn to the holder of such mortgage or other purchaser at a foreclosure sale, or their respective successors or assigns, for the remainder of the term hereof and any extensions or renewals thereof which may be effected in accordance with this Lease, and Tenant does hereby at torn to the holder of such mortgage or such purchaser, successor or assign as its landlord, said attornment to be effective and self-operative without the need for execution of any further instrument on the part of the Tenant, immediately upon such succession to the interests of Landlord in the Premises.

Section 23 - Environmental Matters.

(a) Tenant represents and warrants that it shall not use the Premises for the Storage, Treatment or Disposal of Hazardous Wastes, except in full compliance with all applicable laws, regulations and requirements of Governmental Authorities (as hereinafter defined). Landlord shall have access to the Premises at all times to inspect for such compliance. If Landlord has any reason to suspect any chemical spills or other contamination of the Premises or the Complex in the vicinity of the Premises, Landlord may hire an engineer or environmental consultant (at Tenant's expense) to confirm the same and upon such confirmation, this Lease shall be immediately in default and Tenant shall have no right to any notice or cure periods in connection with such default. For the purposes of this Lease, the terms Hazardous Waste, Storage, Treatment and Disposal are defined by cumulative reference to the following sources, as amended from time to time: (1) The Resource Conservation and Recovery Act of 1976, 42 USC §6901 et seq (RCRA); (2) EPA Federal Regulations promulgated thereunder and codified in 40 C.F.R. Parts 260-265 and Parts 122-124; and (3) the applicable Maine statutes and regulations promulgated thereunder by any agency or department of the State of Maine.

(b) As used in this Section, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other governmental agency, federal, state, or local, now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

(c) To the extent Landlord may direct, Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material or Hazardous Waste owned, controlled, used or manufactured by Tenant, or for which Tenant is otherwise legally responsible. Landlord may also elect to undertake such remedial action and Tenant shall pay all costs in connection with any such investigation or remedial activity including, without limitation, all

installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations thereto, and shall diligently pursue any required investigation and remedial activity until Tenant is allowed to terminate these activities by those Government Authorities having jurisdiction. Tenant shall also repair, restore and replace all portions of the Premises and any other improvements in the Building and or Complex that may be removed or damaged in connection with such remedial actions. Landlord shall have the right, but not the obligation, to retain its own environmental consultants and/or engineers to oversee and supervise the remedial work as described herein and Tenant shall cause its contractors to follow the recommendations of such environmental consultants and/or engineers. Tenant shall reimburse Landlord for all fees and expenses of such environmental consultants and/or engineers.

(d) Tenant shall conduct any testing, monitoring, reporting and remedial activities in connection with the Premises in a good, safe and workmanlike manner, and in compliance with all laws and regulations applicable thereto. Tenant shall promptly provide Landlord with copies of any testing results and reports that are generated in connection with Tenant's activities and that are submitted to any Government Authority.

(e) Tenant shall indemnify, hold harmless, and defend Landlord, its officers, members, employees and agents (collectively "Indemnitees") against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees, (collectively "Liabilities") imposed upon or accruing against Indemnitees as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction or as damages to third persons for personal injury or property damage arising from the existence of Hazardous Material or Hazardous Waste referred to in subparagraph (c). Such Liabilities shall include, without limitation: (i) injury or death to any person, (ii) damage to or loss of use of any other property, (iii) the cost of any demolition and rebuilding of the improvements containing the Premises, repair, or remediation and the preparation of any closure or other activity required by any Governmental Authority, (iv) any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous Material or Hazardous Waste referred to in subparagraph (c), on, from or under the land and Building containing the Premises and (v) the imposition of any liens on the land and Building containing the Premises arising from Tenant's activities on or about the Premises or from the existence of Hazardous Material or Hazardous Waste referred to in subparagraph (c).

(f) Tenant shall have no responsibility for Hazardous Waste or Hazardous Materials existing on the Premises at the date hereof, except that Tenant shall be responsible for any costs and expenses incurred by or assessed against Landlord which result from Tenant's activities or from aggravation of such preexisting conditions during the tenancy of Tenant.

(g) Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the land and Building containing the Premises as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material or Hazardous Waste in or about the Premises, including any mechanics' liens and any so-called state, federal or local "superfund" lien relating to such matters.

Section 24 - Americans With Disabilities Act. Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance

with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

Section 25 - Default. In the event (i) any installment of rent or additional rent shall not be paid within ten (10) days after the same is due and payable; or (ii) Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default remains un-remedied for ten (10) days after written notice thereof has been given to Tenant by Landlord; or (iii) Tenant makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for Tenant of any substantial part of its property, commences any proceeding relating to Tenant or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against Tenant any such proceeding which remains un-dismissed for a period of sixty (60) days, or any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or acquiescence in any such proceeding or the appointment of any receiver of or trustee for Tenant of any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, then in any of such events, Landlord may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, or upon notice by Landlord in lieu of such entry, this Lease shall terminate, and Tenant covenants that, in case of such termination by reason of the default of Tenant, Tenant shall remain and continue liable to Landlord in an amount equal to the total rent reserved for the balance of the term hereof plus all additional rent reserved for the balance of the term hereof less the net amounts (after deducting the expenses of repair, renovation or demolition and attorney's fees and leasing commissions) which Landlord realizes from the re-letting of the Premises. As used in this Section, the term "additional rent" means the obligations of Tenant under Section 4 and the value of all considerations other than rent agreed to be paid or performed by Tenant hereunder, including, without limiting the generality of the foregoing, taxes, assessments and insurance premiums. Landlord shall have the right from time to time to relet the Premises upon such terms as it may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, Tenant agrees to satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease. Nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease, or the term hereof, would have expired had there been no default by Tenant, or no such termination or cancellation. Tenant expressly waives service of any notice of intention to reenter and waives any and all right to recover or regain possession of the Premises, or to reinstate or redeem this Lease as may be permitted or provided for by or under any statute or law now or hereafter in force and effect. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section shall limit or prejudice the right of Landlord to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, Tenant the maximum allowed by any statute or rule of law at the time in effect.

Section 26 - Expense Reimbursement. In addition to any other remedies Landlord may have at law or equity and/or under the Lease, Tenant shall pay upon demand all of Landlord's costs, charges and expenses, including attorney fees and court costs, incurred in connection with the successful recovery of sums due under this Lease, or the successful enforcement of any provisions of this Lease.

Section 27 - Access to Premises. Landlord or its representatives shall have free access to the Premises at reasonable intervals during normal business hours for the purpose of inspection, or for the purpose of showing the Premises to prospective purchasers or lenders or for the purpose of making such alterations, repairs or improvements or additions to the Premises or Building which are Landlord's responsibility or may deem necessary or desirable, or which Tenant is obligated to make hereunder but has failed or refused to make. The preceding sentence does not impose upon Landlord any obligation to make repairs. Landlord may, at any time, place on or about the Premises any ordinary signs and Landlord may, at any time during the last one hundred eighty (180) days of the term hereof, place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

Section 28 – Parking. Tenant, in connection with its business operations, shall have the right to use 35 on site parking spaces in common with other users at no charge to Tenant or its employees, agents, contractors, patrons or other invitees (other than Tenant's payment of Additional Rent pursuant to Section 4) in the parking lot on the left side of the lot which has access directly from Graham Street., as outlined herein. Excess spaces on other half of lot can be used if available

Section 29 - Holding Over. Except for mutual consent by Landlord and Tenant, any holding over by Tenant after the expiration of the term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to 110% of the rent and additional rent herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable.

Section 30 - Notices. Any written notice, request or demand required or permitted by this Lease shall, until either party shall notify the other in writing of a different address, be properly given if hand-delivered or sent by certified first class mail, postage prepaid, return receipt requested, or by prepaid overnight delivery service, and shall be deemed given on the day that such writing is received by the party to whom it is delivered or sent, and addressed (if notice is given by mail) as follows:

If to Landlord:

Guy M. Gagnon, Executive Director
c/o Biddeford Housing Authority
P.O. Box 2287
Biddeford, ME 04005

If to Tenant: York County Government

, ME

Section 31 - Succession. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. This section shall not be construed to give Tenant the right to assign this Lease which shall be governed by Section 15. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in the Building, and, in the event of any transfer of Landlord's interest in the Building, the transferee shall assume Landlord's interest in this Lease and the transferor shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer

Section 32 - Waiver. Any consent expressed or implied, by either party to any breach by the other party of any covenant or condition of this Lease shall not constitute a waiver of any prior or succeeding

breach of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach of or default under any term hereof by Tenant shall not constitute a waiver by Landlord of such breach or default. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 33 - No Representations. No representations of any kind or nature concerning the Premises or any part thereof not contained herein have been made to Tenant either before or at the time of the execution of this Lease.

Section 34 - Brokerage. The parties represent and warrant to each other that they had no contact with any real estate broker, salesman or finder in connection with the transaction resulting in this Lease.

Section 35 - Arbitration.

(a) In the event of any dispute as to the meaning or interpretation of any provision of this Lease, either party may, upon ten (10) days' written notice to the other party, require that the dispute be determined by arbitration under the rules, then obtaining, of the Commercial Panel of the American Arbitration Association.

(b) A decision of an arbitrator made in accordance with the provisions of this Section shall be final and binding upon the parties hereto and enforceable in a court of law.

Section 38 - Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered as of the day and year first above written.

WITNESSES

Witness

LANDLORD:

Biddeford Housing Authority

By: _____

Guy M. Gagnon

Its: Executive Director

TENANT:

By: _____

Its:

Witness

EXHIBIT A
Premises

EXHIBIT B

Site Survey



**AGREEMENT ON GRANT AWARD, USE, REPORTING, AND
COMPLIANCE OBLIGATIONS UNDER AMERICAN RESCUE PLAN ACT**

This Agreement (the "Agreement") is entered into this ___14th___ day of ___March___, 2023, between YORK COUNTY, a political subdivision of the State of Maine, acting by and through the York County Commissioners (the "County"), and Sanford Housing Authority (the "Subrecipient") with an EIN of _01-0286904___, collectively referred to as the "Parties." Congress passed the American Rescue Plan Act, P.L. 117-2 (2021) ("ARPA"). Under ARPA, monetary grants given to states and counties may in turn be sub-awarded to other organizations to carry out the goals of the law. ARPA has allocated money to the County, and the County has decided to use a portion of this money to fund the program covered by this Agreement.

1. Purpose, Representations, and Disclosures.

The purpose of this Agreement is to set forth the terms and conditions under which the County will provide grant funding (the "Grant Funds") to the Subrecipient for the purposes of acquiring land for the purposes stipulated in paragraph 2 (herein referenced as the "Project"). The Subrecipient adopts and incorporates herein by reference the representations set forth in Appendix A and the disclosures made in Appendix B.

2. Summary Description of Project and Eligibility for Funding Under ARPA

Sanford Housing Authority will develop a "Housing First" model of permanent housing for those individuals who have barriers to housing including substance use disorder and untreated mental health. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. This approach ends their homelessness and serves as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the understanding that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

Housing First is a recovery-oriented, evidence-based philosophy and approach that recognizes that housing is a basic human right, and that people are better equipped to make progress in their lives if they have a safe, stable place to live. Housing First has proven to be the most effective way to end homelessness in cities throughout the country. It can be the difference between life and death.

As indicated above, however, the ARPA funding being sought by Sanford Housing Authority will provide the means to acquire the land on which the housing will be built. As a result, the funding and acquisition of the land provides the critical first step to addressing the housing concerns outlined above.

3. Term of Agreement and Termination

This Agreement shall be effective upon full execution by the Parties (the "Effective Date"). This agreement shall be used in accordance with all applicable State and Federal and local laws, rules, regulations and reporting requirements. This Agreement shall remain in effect until one of the following events has occurred: (a) the Subrecipient and the County replace this Agreement with another written agreement signed by both parties; (b) all the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or (c) this Agreement has been terminated pursuant to the provisions set forth below.

The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder or suspend payments: (i) if the Subrecipient has materially breached any provision of this Agreement (including without limitation any reporting requirements) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or (ii) if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is received by the Subrecipient.

Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

4. Grant Funding.

The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, a grant in the amount of four hundred forty thousand dollars (\$440,000) Dollars, to optionally be paid out in a lump sum at the discretion of the County or in installments as the project progresses subject to the Subrecipient obtaining identifying and securing sources needed to complete the overall project, over and above the grant amount, the County's approval of those sources and arrangements and the submission by the Subrecipient of required documents, forms, reports, progress and financial information as set forth in Paragraph 8 below in a manner satisfactory to the County.

The timely completion of the project, including specifically the construction, opening, and active operation of the **Housing First Complex** (or any future date mutually agreed upon by the Parties in writing) is a material condition of the award of this grant. Similarly, the timely progress of the entire project toward that opening date is a material condition of the award. As set forth elsewhere herein, the failure to make satisfactory progress (as defined below) on the project and/or the failure to have the **Housing First Complex** open and operational by **July 1, 2026** (or any future date mutually agreed upon by the Parties in writing) will be

considered a material breach of the Subrecipient's obligations under this Agreement and the County may in its discretion require the repayment of any funds provided under this grant.

For purposes of this Agreement, the term "satisfactory progress" shall be interpreted and understood in relationship to the estimated timeline and benchmarks provided under general ARPA requirements and any amendments thereto, which may be suggested by Subrecipient and agreed upon by the County. In addition, in its assessment of "satisfactory progress" the County may, but, is not required to consider such factors such as environmental and/or market forces (including the availability of products, materials, contractors, or other essential elements of the Project) beyond Subrecipient's control which may impact Subrecipient's ability to advance the project in a manner consistent with the aforementioned timeline and benchmarks. If the County does not believe satisfactory progress towards completion of the project is being made based on the aforementioned timeline, benchmarks, and market forces, the County shall provide written notice of such concern to Subrecipient and the Parties shall meet in good faith to discuss the status of the project, whether it is reasonably expected to be completed by December, 2025, and whether it may be reasonable for the County to authorize extensions or amendments to the timeline which may be warranted under the circumstances. If, after such meeting, the County, in its reasonable discretion, believes the project will not be completed by December, 2025 (or any future date mutually agreed upon by the Parties in writing), the County shall issue notice to the Subrecipient indicating that the County believes Subrecipient may have breached this Agreement and provide a reasonable opportunity, of no less than 10 days from receipt of written notice, to cure the articulated breach. If Subrecipient fails to cure the articulated breach within the period for cure, such failure shall constitute a material breach of the Subrecipient's obligations under this Agreement and the County may in its discretion require the repayment of any funds provided under this grant.

The decision to grant this award is based on the application and related documents submitted by the Subrecipient and additionally the representations, acknowledgments, and agreements set forth in this Agreement and in the Appendices to this Agreement. From and after the date hereof, the County may agree to make and the Subrecipient may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application or as otherwise may be approved; in such event, such additional Applications will also be attached hereto as an Exhibit to Appendix A and shall become a part of this Agreement.

In addition to the funding through this Agreement, the Subrecipient shall ensure that adequate funding is in place to complete each aspect of the project which is the subject of the grant. In the event that any Grant, alone, is for any reason insufficient to complete the applicable project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such project.

5. Subrecipient's Use of Grant Funds.

The Subrecipient shall use these awarded Grant Funds solely for the purposes described in this application. Each Grant is being made solely to finance the Project described in this contract. The Grant will not pay any costs other than those incurred during the period from the effective date of this Agreement to December, 2025 (subject to extension in the sole discretion of the County, but not later than _____, 202_). All Grant proceeds that

remain unexpended as of [REDACTED], 202 [REDACTED] (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Appendix D, which is incorporated herein by reference sets forth several of the laws, regulations, and requirements that are applicable. In addition, there are additional legal requirements contained in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, 2 CFR Part 200

Breach of this Agreement including the failure to make satisfactory progress toward the completion of the project (as defined in Section 4 of this grant agreement) and/or the failure to complete the construction of the Resource Center and have it open and operational by August 1, 2024 (or any future date mutually agreed upon by the Parties in writing), and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant(s) is subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, the Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all reasonable costs incurred by the County, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related and necessary investigation, audit and/or collection efforts.

6. No Agency Relationship.

The Subrecipient agrees that the provision of funds under this Agreement to them does not in any way establish an agency relationship between the County and the Subrecipient. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Subrecipient is not entitled to any benefits or rights enjoyed by employees of the County. The Subrecipient specifically has the right to direct and control the Subrecipient's own activities in accordance with this Agreement. The County shall only have the right to ensure performance and compliance with the obligations imposed by this Agreement and applicable law. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Subrecipient shall furnish, employ and have exclusive control of all persons to be engaged in performing the Subrecipient's obligations under this Agreement (the "Subrecipient personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Subrecipient personnel shall for all purposes be solely the employees or agents of the Subrecipient and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Subrecipient personnel, the Subrecipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Subrecipient personnel when required by law.

The Subrecipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Subrecipient agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Subrecipient assumes full responsibility for obtaining and the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, permits, approvals, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Subrecipient and as to all duties, activities and requirements by the Subrecipient in performance of the Services under this Agreement.

7. Recordkeeping and Review.

The Subrecipient shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and each Grant

for a period of seven years after all Grant proceeds have been expended or returned to the County. If any litigation, claim or audit is started before the expiration of that period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement. Consistent with these requirements, the Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity. In addition, the records must be sufficient to demonstrate the Grant Funds have been used in accordance with 42 USC§ 803(c)(1)(B), 31 CFR Part 35, and U.S. Treasury FAQs and Uniform Guidance (2 CFR Part 200).

The Subrecipient shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with all applicable laws, rules, and regulations, and grant provisions. The Subrecipient shall prepare appropriate financial statements, including a schedule of expenditures of federal awards.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to each Project and/or each Grant.

If the Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, the Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Subrecipient shall (a) submit to the County the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and (b) submit to the County follow-up and developed corrective action plans for all audit findings. If the Subrecipient expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Subrecipient shall notify the County it did not meet the single audit requirement. The Subrecipient shall send all single audit documentation to the County within ninety (90) calendar days of receipt.

In addition to the obligations set forth above, the Subrecipient shall submit a report to the County on a quarterly basis through the completion of the project (or earlier as reasonably requested in writing by the County) describing the progress made on the project, the results of additional fundraising efforts, the name of the contractor engaged to handle the construction of the Resource Center, the timeline for the completion of the construction and the opening of the Resource Center, the expenditure of funds on the project, the status of any building and occupancy permits, the details on the financing and progress on the construction of the related housing units and such other financial reports as the County may require from time to time.

8. Disbursement of Award.

While the total grant to the Subrecipient is in the amount of \$440,000, the County will pay out the grant amount either in a lump sum at the discretion of the County or through a series of installment payments to the Subrecipient. Payment of the lump sum or each installment to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds previously received (if any) for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by County, (iv) that Subrecipient has certified with each payment or reimbursement request that it is in compliance with the requirements identified in Appendix "D" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA 2021 Final Rule and federal regulations, (v) Subrecipient has provided the County with such documents, forms and information that the County may request at the time of each installment payment, including but not limited to financing status, financial information, and progress reports. Subrecipient represents that it has

secured funds and/or financing in amounts at least equivalent to the award and will provide proof of same to the County prior to the disbursement of this award. The failure of Subrecipient to meet these conditions precedent may result in the delay of the installment payment or nonpayment of any installments depending on the circumstances.

Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations and all other terms of this Agreement.

The County shall disburse the award to the Subrecipient as follows:

Funds will be administered on a lump sum or an installment basis in an amount and on forms approved by the County. Documentation will be verified by the County prior to release of funds. These requests for disbursement will include an updated schedule of the various funding sources and uses. (See Appendix C Disclosures, Item D)

9. Repayment of Funds to County.

The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; (b) if a court determines that the award of the grant should not have been made by the County; (c) the failure to make satisfactory progress toward the completion of the project (as defined in Section 4 of this grant agreement) and/or the failure to complete the construction of [REDACTED] and have it open and operational by [REDACTED], 202[REDACTED] (or any future date mutually agreed upon by the Parties in writing), or (d) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs and Uniform Guidance (2 CFR Part 200, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the notification.

No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

10. Certification on Absence of Debarment.

The Subrecipient, defined as the primary participant and its principals, certifies by executing this Agreement that to the best of its knowledge and belief that they:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- (d) Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

The Subrecipient agrees by executing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

11. Indemnification and Hold Harmless.

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the County and all officials, agents, volunteers, and employees of the County, from and against all claims for injuries, death or property damage arising out of or resulting from the performance of the Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subrecipient's obligation to indemnify, defend, and hold harmless includes any claim by Subrecipient's agents, employees, representatives, or any sub-Subrecipient/subcontractor or its employees. Subrecipient expressly agrees to indemnify, defend, and hold harmless the County for any claim arising out of or incident to Subrecipient's or any sub-Subrecipient's/subcontractor's performance or failure to perform the obligations under this Agreement. Subrecipient's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.

The above indemnification obligations shall include, but are not limited to, all claims

against the County by an employee or former employee of the Subrecipient or its subcontractors, and the Subrecipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

12. Insurance.

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient, or sub-Subrecipient, or agents of either, while performing under the terms of this Agreement. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

The Subrecipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Subrecipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

The Subrecipient shall submit a certificate of insurance which outlines the coverage and limits defined in this insurance section:

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the Subrecipient is responsible for ensuring that any sub-Subrecipients provide adequate insurance coverage for the activities arising out of subgrants.

Workers' Compensation. Statutory requirements of the state of Maine and Employers' Liability or "Stop Gap" coverage: \$1,000,000.

The rights of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

13. Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to York County, 149 Jordan Springs Road, Alfred, Maine 04002, Attention: County Manager Greg Zinser, and (ii) in the case of the Subrecipient, to the address specified in the most recent Application; or, as to either party,

at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

14. Headings and Attachments.

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

However, each appendix, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached) and referred to herein is an integral part of this Agreement.

15. Further Assurances and Close-Out Requirements

Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

In addition, each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of program assets (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the District and the County), and determining the custodianship of records. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the Agreement have been completed.

16. Third-Party Beneficiaries

This Agreement is exclusively between the County and the Subrecipient and does not nor is it intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, expressed or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons. Notwithstanding the above, this Agreement is not intended and shall not be construed to prevent or in any way limit Subrecipient from entering into an agreement with a third party (including but not limited to Footprints Food Pantry) to co-own the Resource Center or portions thereof.

17. No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the parties.

18. Governing Law

This Agreement shall be construed under, and governed by, the laws in effect in the State of Maine. The Subrecipient agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the State of Maine. This section shall not be construed to limit any other legal rights of the parties.

19. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

20. Complete Agreement; Waivers and Amendments

All conditions, covenants, duties, and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

York County

**Subrecipient:
Sanford Housing Authority**

**By: _____
Gregory T. Zinser
County Manager**

**By: _____
Diane Small
Executive Director**

Appendix A

The Application for Grant Funding was presented and discussed verbally with the York County Commissioners and the York County Manager consistent with the description contained in Section 2 of the Agreement.

Appendix B

Subrecipient Representations

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, as follows:

(a) Organization; Power, Etc. The Subrecipient is located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

(b) Authority. The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein. ***SHA Board RESOLUTION ATTACHED**

(c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

(d) No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture, or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.

(e) SAM Registration. Subrecipient is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed is the correct such number for the Subrecipient as of the date hereof. SEE ATTACHED

(f) Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.

(g) Information Submitted. All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.

(h) Ratification. By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

Appendix C

Disclosures

- A. Nature and scope of relationship between Subrecipient and any other entity involved in the Project:

N/A

- B. Explanation of managerial and organizational control and direction of Project:

The Executive Director will oversee the Project.

- C. Description and explanation of ownership structure regarding equipment, facilities, and property acquired or otherwise used in connection with the Project:

The housing and the land on which it is constructed will be owned and operated by the Sanford Housing Authority.

- D. Identification of other sources of funding for the Project and respective amounts:

The acquisition of the land is being funded by the grant. The Sanford Housing Authority will obtain separate funding for the construction of the housing.

- E. Description of how the purpose and/or mission of the Project will continue in the future after the expenditure of the Grant funds:

Once the land is acquired and the housing constructed, the Housing First model will continue to be used from year to year.

- F. Anticipated role of the Subrecipient during and after the completion of the Project:

Sanford Housing Authority will be the owner and operator of the Housing First Project.

Appendix D

Compliance with Applicable Law, Regulations and Requirements

(a) Subrecipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Subrecipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.

(b) Federal regulations applicable to this sub-award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations.

(c) Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the Subrecipient's non-cooperation with the County or other Subrecipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the Subrecipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act. 12. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements. Subrecipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or

administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 14.

Publications. Any publications produced with funds from this sub-award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CFDA 21.027 awarded to York County, Maine by the U.S. Department of the Treasury."

Debts Owed the Federal Government. (a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the County and the federal government. (b) Any debts determined to be owed to the County and the federal government must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt. 16.

Disclaimer. (a) The County expressly disclaims (and the Subrecipient understands that the United States also disclaims) any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this subaward. (b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the County (or the United States) and Subrecipient.

Protections for Whistleblowers. (a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. (b) The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. (c) Subrecipient shall inform its employees in writing of the rights and


remedies provided under this section, in the predominant native language of the workforce. 18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997).

Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. 19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, its Subrecipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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JOB DESCRIPTION - PROPOSED

<p>County of York</p>  <p>Human Resources</p>	<p>HUMAN RESOURCES CLERK</p> <p>Status: Full-Time</p> <p>FLSA: Non-Exempt</p> <p>Salary: \$21.00 - \$23.00/ hourly</p> <p>Union: Non-Union</p> <p>Reports to: Human Resources Director And Designee</p>
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JOB SUMMARY

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

The Human Resource Clerk will perform administrative tasks and services to support effective and efficient operations within the Human Resource Department.

SUPERVISION RECEIVED AND EXERCISED

This individual works under the immediate supervision and direction of the Director of Human Resources and/or designee who provides guidance on all technical matters, and who reviews completed work assignments for conformance with established rules, regulations, and state laws. This position has no supervisory responsibilities.

ESSENTIAL DUTIES

- Recruiting:** Assists with county recruiting program to include but not limited to screening of applicants; track the progress of the recruiting process to keep managers updated; represent the County at various job fairs both in person and virtually; determining basic applicant qualifications; scheduling of required pre-hire exams; correspondence with applicants during recruiting/hiring process; works directly with corrections unit to prepare applicants for forward hiring steps; conduct employment verifications, reference checks and prepares hiring packets for Commissioner's review and presentation.

- **Wellness Program:** Assisting with the development, implementation and documenting of County Wellness education and engagement programs. To include but not limited to annual training, and wellness fairs. Prepare and monitor wellness and safety grant applications and awards.
- **Administrative Support:** Basic administrative support to the H.R. Director.
- Serves as a back-up to the government building Confidential Administrative Assistant as needed. Including but not limited to answering phone calls, delivering inter county mail, customer service to the public, county employees and county vendors.
- Maintains electronic and hardcopy personnel records; performs data entry of pertinent confidential personnel information, maintains complete and secure hardcopy records, ensures proper documentation is maintained, and formulates basic queries and reports.
- Establishes confidential legal and medical records for current employees and prospective candidates for employment.
- Assisting with preparing annual training programs and maintaining records of employee participation in training and development programs.
- Serves as backup to the benefits specialist for employee orientation and onboarding.
- Assist with administering various County leaves. To include but not limited to Federal and Maine State F.M.L.A., Short- and Long-Term Disability, and Leaves of Absence.
- Responds to inquiries regarding the Counties various benefits and retirement plans.
- File and assist with OSHA reporting/auditing, first report of injury filing and prevention programming under the County's Workers Compensation Program.
- Assist with planning, executing and clean up for various County functions.
- Other duties as assigned, which are reasonably within the scope of duties enumerated above.

MIMIMUM QUALIFICATIONS

- Possess a professional, friendly, team-oriented demeanor.
- Proficient in Microsoft Office (Emphasis on Word, Outlook, Excel, Publisher, and PowerPoint)
- The ability to multi-task in a fast-paced environment.
- Ability to effectively communicate both orally and in writing.
- The ability to plan and schedule their work properly.
- Ability to work both independently and in a team setting.
- Effective time management skills and the ability to meet deadlines and targeted goals.
- Basic background knowledge of Human Resource practices.

Knowledge of:

- Microsoft Office.
- Basic Kronos timekeeping. *
- Basic OSHA laws and regulations.
- Basic MUNIS. *
- Employment laws and regulations. *

(*These are preferred but will train the right candidate.)

Ability to:

- Utilize a personnel computer for word processing, excel spreadsheets, data entry and automated time systems.
- Work collaboratively with other departments as needed.

Education:

- High School Diploma or G.E.D. equivalent. (Required)
- 2 Years Post-Secondary Education or higher. (Preferred)

EXPERIENCE AND CERTIFICATIONS

Experience:

- Requires 5+ years clerical or administrative experience.
- 5+ years of direct customer service skills.

License or Certificate:

A driver's license is required.

NECESSARY SPECIAL REQUIREMENT

- Must be 18 years of age or older.
- Must successfully pass a pre-employment criminal background check, and reference check.
- Must be able to provide proof us U.S. citizenship or legal right to work in the United States.

PHYSICAL REQUIREMENTS

Environmental Conditions:

While performing the duties of this job, the employee regularly works in an office environment. The noise level in the work environment is moderately low. There may be intermittent interruptions from phones, public inquiries, and other staff.

The employee may be required to travel for work-related events.

Physical Conditions: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to sit for extended periods of time. The employee is frequently required to use hands and fingers to use computer keyboard, file, writing and answering phones. The employee is frequently required to walk and talk or hear. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl. May be expected to lift and/or move up to 25 pounds.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



PUBLIC REQUESTS FOR PROCLAMATIONS OR RECOGNITIONS

It is the policy of the Board of Commissioners to consider requests to proclaim certain events or causes when such proclamations pertain to a York County event or cause with local implications. The Board of Commissioners will consider requests that are timely, have a direct relevance and relationship to a majority of York County's population, and either forward positive messages or call upon the support of the community. A proclamation will only be issued based on the affirmative vote of at least four of the five members of Board of Commissioners.

The following guidelines and requirements apply to requests for consideration of proclamations:

1. The person(s) or organization making the request must be a resident of York County and must submit a detailed e-mail to the York County Manager requesting a County Proclamation and submit a copy of the proposed proclamation. The email must explain how the proposed proclamation meets the criteria set forth in this policy:
2. The request should be made at least two weeks in advance of the requested Commissioners' meeting at which the individual proposing the proclamation wishes it to be considered.
3. The County Manager will determine in the first instance if the proposed proclamation meets the intent and requirements of this policy. When there is uncertainty in making this determination, the County Manager may consult with the County Commissioners at a meeting of the Board for its guidance.
4. The Board of Commissioners retains the right to limit the number of proclamations to be considered at a Commissioners' meeting, and the right to postpone consideration of a requested proclamation to a future meeting.
5. The Board of Commissioners retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations.
6. The Board of Commissioners retains the right to decide if and when a proclamation will be considered and if the proclamation will or will not be issued.
7. Once approved for consideration by the Board of Commissioners, the proclamation will be included on the appropriate Commissioners' agenda.
8. If the proposed proclamation is not approved, the applicant will be notified of the decision.
9. Proclamations are strictly ceremonial, not legally binding, and should not be interpreted as a policy endorsement.

10. Multiple requests for proclamations from the same person, group, or organization will not be honored.
11. Requests for proclamations must be renewed on annual basis if the applicant wishes the proclamation to be considered other than in the original year in which it is submitted.

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