

Deeds	
Cynthia Spencer	30 yrs.

DA	
Cynthia Hutchins	20 yrs.
Donna Jensen	20 yrs.
Sharon Blanchard	20 yrs.
Wendy LaPierre	15 yrs.
Paula O'Brien	10 yrs.

Jail		5 yrs.	
Christopher Mowatt	20 yrs.	Donovan Cram	
Kenneth Hamilton	15 yrs.	Gissette Miles	
Kurt Martin	15 yrs.	Sean Wilson	

Sheriff's Office		5 yrs.	
Myilind Badger	20 yrs.	Michael Grovo	
Jason Solomon	20 yrs.	Christopher Woodcock	
William Elliott	15 yrs.	Joshua Morneau	
Shawn Sanborn	15 yrs.		

EMA.....		5 yrs.	
		Molly Cunningham	
		Matthew Leach	

Facilities	
Scott Pouliot	15 yrs.

Commissioners	
Richard Dutremble	15 yrs.

Administration	
Gregory Zinser	10 yrs.

HR	
April McCormick	20 yrs.

1 **COMMISSIONERS MEETING**

2 **December 1, 2021**

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5 *YORK,ss*

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7 At a regular meeting of the County Commissioners of the County of York, begun and
8 holden at the York County Government Building in Alfred, within and for the County of York,
9 being held on Wednesday, December 1, 2021 A. D. at 4:30 P. M.

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11 **COMMISSIONERS PRESENT:**

- 12 Richard R. Dutremble (absent)
- 13 Richard Clark
- 14 Robert Andrews
- 15 Allen Sicard
- 16 Donna Ring

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

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

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27 **12-1-2021 ITEM**

28 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

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30 Chief Hooper addressed the Board to clarify an item that he commented on at the
31 last meeting dealing with COVID vaccines for paramedics. He stated that he didn't
32 mention that the EMS rule expired on November 21st and therefore is no longer a
33 requirement for EMTs and paramedics to be vaccinated. There is a rule going
34 through now that will require the COVID vaccine as well as six other vaccines.

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36 Janet Drew addressed the Board via ZOOM to speak to COVID again as our
37 numbers are going up. People have a choice to have a vaccine and protect
38 themselves, their families and their co-workers and people they are responsible for
39 or a choice that they shouldn't have a job. Ms. Drew continued that two thirds of
40 people hospitalized are not vaccinated. She told the Commissioners that she
41 doesn't think you have done this county a service in not moving forward and
42 leaving administration to flounder. Ms. Drew continued that it doesn't sound like
43 leadership to me and she's disappointed. There have been requirements for other
44 vaccines. This certainly falls into this category. How can you justify that county
45 employees can go around infecting others? You are doing a disservice to all of us.
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2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:

- a. Commissioners' Regular Meeting of November 17, 2021-
Commissioner Clark motioned to approve with a minor correction.
Commissioner Andrews seconded the motion. Vote 4-0.
- b. Commissioners' Special Meeting of October 27, 2021
Commissioner Clark motioned to approve with one correction. Commissioner
Andrews seconded the motion. Vote 4-0.

3 TO APPROVE TREASURER'S WARRANTS

- a. Warrants to be approved on November 17, 2021 in the amount of \$436,537.23
Commissioner Clark motioned to approve the warrant. Commissioner
Andrews seconded the motion. Vote 4-0.
- b. Warrants to be approved on November 24, 2021 in the amount of \$699,372.35
Commissioner Clark motioned to approve the warrant. Commissioner
Andrews seconded the motion. Vote 4-0.

4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS

None

5 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER

None

6 NEW BUSINESS

- a. Approval of transfer of forfeiture funds –
County Manager Zinser explained the process.
Commissioner Clark motioned to approve the transfer of the funds and
authorize the Vice-Chairman to sign the document. Commissioner Ring
seconded the motion. Vote 4-0.
- b. Systems analyst (IT) approval of upgrade of job description-
County Manager Zinser explained that there has been problems recruiting an
entry level IT person. We have hired a few that didn't work out. We've had
conversations with Department Heads and Todd Charles, York County IT
Manager and have come to the conclusion that we need to look for a systems
analyst. The County Manager stated that Todd maintains the network. We
would be eliminating the current job description and moving it to a systems
analyst position and increasing the starting salary to \$60,000. We currently
have \$45,000 in the budget. County Manager Zinser added that there will be no
budgetary impact for this year as we already have \$45,000 in the budget and
the person won't be hired for a couple of months. We would fill the gap by
taking \$15,000 from the jail salary line as this person will be handling IT there
some of the time.
Commissioner Sicard asked if \$60,000 was competitive in York County?
H.R. Director Linda Corliss explained that she did a salary review in York
County and found the range to be \$61,400 to \$79,000 but that she considered
the County's benefits package. H.R. Director Corliss added that if we are
lucky enough to find someone with experience, we might be able to go up to
\$62,000 to \$65,000. Lots of software comes with the new jail cameras, added
Director Corliss as well as new software in many departments.

99 DISCUSSION- Commissioner Ring stated that she has a few questions.
100 She asked what portion (of this new IT position) would be charged to the jail
101 budget? County Manager Zinser said it is ultimately up to the Commissioners.
102 Commissioner Ring stated that she would like the Jail Administrator, Sheriff
103 and H.R. Director to get together to see how much IT they need. She
104 continued that she thinks they need a designated IT person for their department.
105 County Manager Zinser responded that they did discuss this matter with the
106 Sheriff's Office and this is where we landed.

107 Sheriff King stated that his department does have the most need for IT. He
108 continued that he doesn't need it to be his. He just needs to know the IT person
109 is going to be there when his departments need him.

110 H.R. Director Corliss stated that this is a starting point. Maybe we will need to
111 add an additional third IT person down the road. We have had zero candidates
112 for the IT Tech. We need to be more competitive, commented H.R. Director
113 Corliss.

114 Commissioner Clark stated that he supports upgrading the position description
115 but that he thinks more money is needed to attract someone. He added that
116 \$70,000 is more what this (position) should be paid. Commissioner Clark
117 motioned to approve the upgrading of the position and lifting the top salary to
118 be offered to \$75,000.

119 DISCUSSION: If you want a quality person you'll have to pay more, stated
120 Commissioner Clark.

121 Commissioner Andrews added that he is concerned that since we are putting in
122 these new systems and don't have this software person to work it, we are in a
123 bad situation.

124 Commissioner Ring seconded the motion. Vote 4-0.

- 125
126 c. Introduce H.R. Director Linda Corliss to request the hiring of Joselyne Pouliot
127 in the position of full-time maintenance technician with a hire date of
128 December 13, 2021. H.R. Director Linda Corliss explained to the Board that
129 this position has been posted several times and candidates have been
130 interviewed.

131 Commissioner Clark motioned to approve the hiring of Joselyne Pouliot in the
132 position of full-time maintenance technician with a hire date of December 13,
133 2021. Commissioner Ring seconded the motion. Vote 4-0.

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135 d. Introduce H.R. Director Linda Corliss to request the hiring of the following in
136 EMA:

- 137 i. Daniel Verrill in the reserve position of Fire Instructor II with a start date of
138 December 6, 2021; and

139 Commissioner Clark motioned to approve the hiring of Daniel Verrill in the
140 position of Fire Instructor II with a start date of December 6, 2021.

141 Commissioner Ring seconded the motion. Vote 4-0.

- 142 ii. Shawn Pendleton in the reserve position of Fire Instructor II with start date of
143 December 6, 2021.

144 Commissioner Clark motioned to approve the hiring of Shawn Pendleton in
145 the reserve position of Fire Instructor II with a start date of December 6, 2021.

146 Commissioner Ring seconded the motion. Vote 4-0.

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148 e. Review and seek approval of Recovery Center ventilation bid-County
149 Manager Zinser explained that the building has eight units and four have failed.

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(project agreement included as record of minutes). The County Manager informed the Commissioners that the cost for this project is \$83,909.00. Commissioner Sicard asked if this (project) would qualify for ARPA funds to be used? County Manager Zinser replied, yes, and we did set some money aside, also. Commissioner Ring motioned to approve the bid in the amount of \$83,909.00 through ARPA funds. Commissioner Andrews seconded the motion. DISCUSSION: Commissioner Clark stated that the Commissioners will need to talk about the long- term future of this building at some point. It is not an appreciating asset, commented Commissioner Clark. Vote 4-0.

County Manager Zinser addressed the Commissioners to explain that there is an emergency situation with the fire alarms at the courthouse that is not on the agenda. The County Manager explained that the system is “limping” along. He continued to explain that they worked with Sourcewell to go through an expedited bidding process. Facilities Manager, Rick DeRochemont explained to the Board that the owner of the alarm company that previously ran all of the alarms for the county buildings passed away. Seacoast Security took over the business and we haven’t heard back from them when we reached out for a quote. Therefore, explained Facilities Director DeRochemont, he reached out to another company and received the bid given to the Commissioners. County Manager Zinser explained that the amount is \$76,710.08 and the funds for this would come out of capital reserves. Commissioner Ring motioned to approve the quote to repair the fire alarm systems at the courthouse from Johnson Controls in the amount of \$76,710.08. Commissioner Andrews seconded the motion. Vote 4-0.

- f. Sheriff to seek approval of promotion of Joshua Morneau to Sergeant with an effective date of December 6, 2021. (requested date of hire changed to 12-13 - 2021 per Sheriff King)
Commissioner Clark motioned to approve the promotion of Joshua Morneau to Sergeant with an effect date of December 13, 2021. Commissioner Andrews seconded the motion.
Discussion- Commissioner Ring asked if the same process was used as in the promotion of the last two individuals?
Sheriff King replied, yes.
Vote 3-1 (Commissioner Ring opposed based on the process not the individual)

- g. General discussion of Sheriff’s Office patrol (executive session may be necessary)- County Manager Zinser explained that in terms of law enforcement world it is hard to find trained individuals.
Sheriff King informed the Board that he currently has five vacancies. He continued that he received a letter from State Police Troop A stating that they are going to present a plan to pull out of Lebanon in June 2022, then out of Hollis in 2023 and then in 2024 they will pull out of the rest of the towns.
County Manager Zinser stated that he would suggest that we begin to remember what the primary mission of the Sheriff’s Office is. We have lots of vacancies and soon the State Police will be pulling out of the agreement to assist with patrol. We also need to start having conversations about contract

201 deputies and how those positions are filled and not filled. This goes back to
202 what is the core issue of the Sheriff's Office? As far as renewal of these
203 contracts, we need to ask ourselves are we in the position to fill the contract
204 deputy positions?
205 Commissioner Ring asked if anything has been received in writing from Troop
206 A stating that this is going to happen? Sheriff King replied, yes.
207 Commissioner Ring stated that she would like a copy of this letter.
208 Commissioner Sicard reminded all that the State Police sent a letter stating the
209 same to Hollis previously.
210 Sheriff King stated that he would like to share other things in executive
211 session.
212 Commissioner Clark stated that he represents five towns that all have their
213 own police departments and it is not appropriate that they get taxed for towns
214 that don't have their own police departments. When a town reaches a certain
215 population, they should have to get their own department. The five towns I
216 represent spend millions every year to support their police departments,
217 concluded Commissioner Clark.
218 Commissioner Ring commented that the statute states the Sheriff shall provide
219 coverage in rural areas. Who determines what is rural? Rural towns do not
220 have the tax base to have police departments, continued Commissioner Ring.
221 She stated that she has never been comfortable with contracts. Whatever the
222 County needs to patrol those rural towns should be available.
223 Sheriff King explained that there have been some preliminary conversations
224 about changing the way we charge the towns.

225 226 7 OLD BUSINESS

- 227 a. Review and seek approval of Clinical Director contract-
228 The County Manager reminded the Commissioners that at their last meeting
229 they approved the hiring but requested a contract.
230 County Manager Zinser explained that Attorney Tim O'Brien prepared the
231 contract and Sanford Housing Authority agreed.
232 Commissioner Ring asked if this individual is an employee of ours? The
233 County Manager replied, no, we contracted a service. The fee is \$110 per hour
234 as needed.
235 Commissioner Ring asked where did we post this? County Manager Zinser
236 replied in the typical places. H.R. Director Corliss added in LinkedIn, Maine
237 Municipal Association, County website, Indeed, York Hospital, Sanford
238 Hospital and Nasson.
239 Commissioner Clark motioned to approve and authorize the manager to sign
240 the Management Agreement and the Business Agreement.
241 Commissioner Andrews seconded the motion. Vote 4-0.
- 242
243 b. Review of updated ARPA worksheets- David Nalchajian, Sr., ARPA Financial
244 Project Manager explained the worksheets (sheets included as record of
245 minutes). County Manager Zinser added that they will be formally posted into
246 the ARPA section of the County's website.
247 Commissioner Clark asked if any of these expenditures have been filed with
248 the appropriate Federal authorities? Mr. Nalchajian replied, not yet and that
249 the next report through 12-31-2021 has a due date in January 2022. We fall
250 under the 250,000 population so we don't have to file quarterly, he explained.
251 He went on to state that we file an appropriation and expenditure report.

252 Commissioner Sicard asked if we file quarterly after that? ARPA Financial
253 Project Manager Nalchajian replied, yes, but that may be subject to change.
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255 Commissioner Ring requested that the County's MUNIS program put on her
256 laptop.
257 County Manager Zinser replied that this is not something we do but the
258 Commissioners can approve that. He continued that it is his practice not to do
259 this unless the Body approves it.
260 Commissioner Ring responded that she should be allowed to review MUNIS
261 and have it on her laptop. She asked if a motion can be made for "read only"
262 access as it is one of our most important responsibilities as Commissioners.
263 Commissioner Sicard asked Commissioner Ring if she had ever been refused
264 for reports she has asked for?
265 Commissioner Ring replied that she has asked and it takes a long time to
266 receive (the reports).
267 Commissioner Clark commented that the Commissioners approve a budget and
268 we shouldn't micro manage. Someone needs to come up with a policy
269 (regarding this matter), he added. Commissioner Clark continued that if we
270 don't have faith in the County Manager that is something we need to discuss.
271 If you want reports, specify what they are. We get the warrants on a weekly
272 basis so he added that he is opposed (to this request).
273 Commissioner Ring stated that this information is public information and
274 should be available to the public and the County Commissioners. Everyone
275 should have access to the invoices.
276 County Manager Zinser responded that not every invoice that comes into the
277 County is public information, i.e., legal bills. He stated that he has an
278 obligation to make sure that information is safe guarded. That information is
279 available in the system. I am not looking for a battle, stated County Manager
280 Zinser.
281 Commissioner Ring asked if there is a policy saying we can't have it?
282 County Manager Zinser replied that it is his policy and that only the Board can
283 authorize this request.
284 Commissioner Ring asked but, I can review the invoices any time I want? To
285 which the County Manager answered that he can get her the ones she wants.
286 He added that from a workflow perspective, it can be quite disruptive for
287 someone to come in and manually go through them so just tell us what you'd
288 like.
289 Commissioner Ring replied that she would like MUNIS on her computer.
290 Commissioner Sicard suggested that this conversation be tabled to another
291 meeting where we can flush it out. It was agreed to place this item on a future
292 agenda.
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294 *****HEARD AFTER ITEM 9*****

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296 **8 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**
297 **ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF**
298 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**
299 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**
300 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**
301 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**

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CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)

Commissioner Clark motioned to enter into executive session pursuant to 1 M.R.S.A. § 405 (6) (A). Commissioner Andrews seconded the motion. Vote 4-0. Commissioner Clark motioned to come out of executive session. Commissioner Ring seconded the motion. Vote 4-0. No action was taken.

9 PUBLIC COMMENT(S) ON ANY ITEM(S)

No public comments

10 ADJOURN

Commissioner Ring motioned to adjourn. Commissioner Andrews seconded the motion. Vote 4-0. Meeting adjourned at 6:22 p.m.

DRAFT

DECLARATION OF CIVIL EMERGENCY

Whereas, emergency management measures are required to reduce the rapid community spread of COVID-19 to protect the health, safety and welfare of affected residents of York County, Maine; and

Now, Therefore, We, the Commissioners of the York County, pursuant to the authority incumbent upon the Board, do hereby declare, the existence of a local disaster in the County of York; and

Further, We direct the York County Manager and Emergency Management Director, after consultation with the Chairman of the Commission, to coordinate the activities of the emergency response, to take all appropriate actions needed to alleviate the effects of this disaster, and to aide in the restoration of essential public services, as defined by the Board.

Still Further, The Board authorizes appointed officials of the County of York, after consultation with the Chairman of the Commission, to act as necessary to meet the current exigent circumstances of this on-going emergency response: by the employment of temporary workers, by the rental of equipment, by the purchase of supplies and materials, and by entering into contracts for services, as needed and determined by appointed department heads.

The emergency declaration signed on this 15th day of December, in the year 2021, and to remain in effect until March 1, 2022.

Richard R. Dutremble, Chair

Allen R. Sicard, Vice-Chair

Richard Clark

Robert L. Andrews

Donna L. Ring

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF LIMINGTON**

"LAW ENFORCEMENT SERVICES"

This agreement EFFECTIVE the **1st** day of **July**, 2021 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and the TOWN OF LIMINGTON, a body politic and corporate and having a place of business in the County of York and State of Maine (hereinafter referred to as "the Town").

WITNESSETH

Whereas, the Town is desirous of contracting with York County for supplemental Law Enforcement services which are more particularly described herein:

WHEREAS, pursuant to Title 30 A Section 452:

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

The Sheriff has the authority to assign a Deputy to the town of LIMINGTON and York County is willing to provide said law enforcement services. In consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which here by acknowledged, the parties covenant as follows:

1. SERVICES

- A. York County agrees, through the Sheriff's Office to provide to the Town supplemental law enforcement services of a fully trained deputy who is a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County agrees that the deputy shall provide police protection and law enforcement services to the Town practicing the tenets and philosophy known as Community Policing. The assigned deputy will work full-time within the corporate limits of the Town with a schedule that is mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Limington responding to citizens' calls for aid, responding to complaints, enforcing State statutes and local ordinances as pertain to public safety, rendering assistance in emergencies and exercising the statutory and common law powers and duties of the sheriff for the benefit of the Town. The services of the deputy shall also include such other duties as the Town shall reasonably request to ensure adequate police protection; provided, however that York County Sheriff's Office shall make the sole determination of the reasonableness of the Town's request for additional services of law enforcement of the deputy. York County agrees to provide written summary of service activities once per month to the Town, send a representative to the Selectmen's' meeting (monthly or less frequent) as requested by the Selectmen, attend annual Town Meeting and Election Days. York County Sheriff's Office shall provide Administrative and Supervisory support services to the contract deputy. These services shall be subject to the terms set forth in the York County Employee Personnel Manual,

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF LIMINGTON**

York County Patrol Association Collective Bargaining Contract and the York County Sheriff's Office Policies and Procedures Manual.

C. York County Shall provide the Town with the following reports at dates specified:

<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Limington	as prepared
Monthly categorical summary of calls for service	15 th of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 th of following month
Copies of approved collective bargaining agreements Agreement that pertain to deputy assigned to Limington	within 15 days of approval by Sheriff

- D. The Town agrees that the deputy assigned to the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. The deputy so responding shall return to duty in the Town as soon as possible. The Town recognizes that the County of York has a contractual obligation to the deputy to provide him up to 400 hours of PTO (paid time off) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA. The Town understands that its law enforcement services will be provided by the regular/routine patrol deputy when its contract deputy is on any type leave, days off or in training and the coverage received will be the same as towns without contract deputies.
- E. York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Limington or permanent re-assignment of any deputy out of Limington. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- F. York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy with no interruption of service. York County shall allow and invite a representative(s) from the Town to participate in the hiring of the deputy.
- G. York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF LIMINGTON**

- H. York County shall provide the Town with written responses to citizen inquiries and complaints, which are directed to the York County Sheriff's Office when appropriate. Such responses shall be under the Sheriff's signature and provided within (30) thirty days of filing.
- I. The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from the Town of Limington as participants in this process. However, final decisions regarding employment reside with the Sheriff.

2. REPRESENTATION OF COUNTY

York County hereby represents and acknowledges that those services described in section #1 of this agreement would not be provided through any appropriations of the annual budget of York County, in the event this agreement did not exist.

3. TERM

York County agrees to provide the service specified in this contract for a period of 12 months commencing **1st day of July, 2021** and terminating on the **30th day of June, 2022**, unless this contract is earlier terminated as set forth in Section 8 hereof, with a yearly review for adjustments to the Community Policing Program and all costs.

March 9/21 W/K
P/K
R/K

4. ADDITIONAL PERSONNEL

If, in the judgment of York County, additional temporary law enforcement personnel are available during the term of this contract, York County agrees to provide the Town with such additional personnel that the Town may request, provided that within a reasonable time in advance or employment the Town furnishes York County with a written statement of the required term of service and for said additional personnel and agrees, in writing to pay the cost computed at a rate consistent with that of Section #4 hereof.

5. COSTS

The Town agrees to pay York County for each year, those estimated base amounts reflected in Addendum I, attached hereto in and incorporated herein by reference (hereinafter referred to as the "base amount") subject to increase or decrease as provided in paragraph B below.

- A. The Town shall pay the base amount in quarterly installments.
- B. The base amount is for salary, benefits and daily operational costs only. *It is understood that Capital costs for vehicle(s) are negotiated separately of this contract.* The base amount may increase or decrease depending on increases/decreases in social security, payroll accruals and/or insurance as well as increased benefits including, but not limited to any such benefits granted in any applicable collective Bargaining Agreement. Any such increases shall be paid by the Town to York County following written notice/invoice thereof detailing the increase(s). York County shall administer the payment of the deputy's salary and fringe benefits and maintain records open for inspection by the Town for the duration of this agreement. *See Addendum 1 hereto and made part hereof.*

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF LIMINGTON**

Notwithstanding paragraphs A and B above, during any period of employment of the deputy, if the deputy is deployed for military service obligations, disabled or otherwise unavailable for law enforcement services under this Agreement such that the County has no legal financial obligation to the deputy for base amount due the deputy, the town will have no obligation to pay the County the base amount or any increase in the base amount under paragraph B. This provision relieving the town of its obligation to pay the County is intended to mirror the County's financial obligation to the deputy such that if the county has no financial obligation to the deputy then the town has no financial obligation to the County. Should the deployment or unavailability of the deputy result in a vacancy under the Agreement the parties shall fill the position as provided in paragraph 1F or upon some other mutually agreeable term(s).

6. INDEMNITY

York County shall indemnify and hold harmless the town, its officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, or other liability, directly or indirectly, arising out of the provision of law enforcement services set forth in this Agreement. This indemnity shall include the obligation to assume the town's defense for any claims or actions brought against the town that arise from York County's performance of law enforcement services under this Agreement, including, but not limited to, costs and attorney's fees. The County's indemnification obligation shall not serve to waive or alter in any way the terms, provisions, and protections contained in the Maine Tort Claims Act or any other rights that the County may have thereunder or pursuant to other applicable law. To the extent the town has insurance coverage for any claims, demands, costs, or judgment under this Agreement, the parties agree the County's coverage will be primary and the town's coverage secondary.

7. STANDARD OF PERFORMANCE

The Town and York County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy performed under this contract. Provided, however that York County shall make good the final determination on said issues. York County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matter shall remain exclusively with York County.

8. TERMINATION

This contract shall expire ~~June 30th, 2022~~ *March 31, 2022* unless extended as set forth in Section 9 hereof. In the event the contract deputy's salary and/or costs are supported by federal, state or Department of Justice grant funding, should the town exercise the early termination provision above, the town will remain financially liable to the County for all salary and/or costs which remain due and owing pursuant to the grant as well as any penalty or recoupment imposed under the grant contract. This provision is intended to leave the county in the same financial position as if the agreement had been performed in full

9. EXTENTION

Unless terminated by written notice, as agreed in the above provided article, all rights and privileges herein granted, together with all other provisions of this contract, shall continue in full force and effect, subject to necessary negation of any added cost factors, for an additional period of (30) thirty

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF LIMINGTON**

days from the date of expiration. Either party shall notify the other party in writing if it does not desire the contract extended for such an additional period.

10. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties. There is no promise terms, conditions, or obligations other than those contained here; and this contract shall supersede all previous communications, representatives or agreements, either verbal or written, between the parties hereto.

This Agreement contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, who exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law

IN WITNESS WHEREOF, THE TOWN OF LIMINGTON, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Selectmen and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED AND DELIVERED on this date of 12/1/21

IN THE PRESENCE OF: COUNTY OF YORK

By:  York County Manager
 William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: TOWN OF LIMINGTON

By: _____
Selectman

**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF LIMINGTON**

Kevin Doughty

Selectman

Paul H. King

Selectman

✓

The 2022 Holiday Schedule is issued under the provisions of Chapter 11 of the State of Maine Civil Service Rules and the Benefit Package for Confidential Employees. ***This list applies to employees NOT covered by collective bargaining. Employees who are covered by collective bargaining are referred to their Collective Bargaining Agreement for a list of paid holidays.***

HOLIDAY	DAY, DATE OBSERVED
New Year's Day	<i>Friday, December 31, 2021*</i>
Martin Luther King, Jr. Day	<i>Monday, January 17, 2022</i>
Washington's Birthday/President's Day	<i>Monday, February 21, 2022</i>
Patriot's Day	<i>Monday, April 18, 2022</i>
Memorial Day	<i>Monday, May 30, 2022</i>
Juneteenth	<i>Monday, June 20, 2022*</i>
Independence Day	<i>Monday, July 4, 2022</i>
Labor Day	<i>Monday, September 5, 2022</i>
Indigenous Peoples Day	<i>Monday, October 10, 2022</i>
Veterans Day	<i>Friday, November 11, 2022</i>
Thanksgiving Day	<i>Thursday, November 24, 2022</i>
Thanksgiving Friday	<i>Friday, November 25, 2022</i>
Christmas Day	<i>Monday, December 26, 2022*</i>

To be eligible for holiday pay, employee must be in pay status on the normal workday immediately preceding and the normal workday immediately following the day and date on which the holiday is observed.

An employee who is required to work on any of these days will be granted compensatory time off at the mutual convenience of the employer and employee. If the holiday falls on a normal day off, an alternative compensatory day will be granted. Cash payments shall be made only in the instance of departmental policy established in conformance with Chapter 11, Section 1, of *State of Maine Civil Service Rules*.

*For Maine State Government, holidays that fall on Saturday are observed on the preceding Friday; holidays that fall on Sunday are observed on the following Monday. For calendar year 2022, New Year's Day (January 1) falls on a Saturday and will be observed on Friday, December 31, 2021; Juneteenth (June 19th) falls on a Sunday and will be observed on Monday, June 20, 2022; and Christmas Day (December 25) falls on Sunday and will be observed on Monday, December 26, 2022.

Credit

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Commemorating 200
Years of Statehood



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Contact

[Comments/Questions](#)
Mailing:
Bureau of Human Resources
#4 State House Station
Augusta, ME 04333-0004
Phone:
Voice: (207) 624-7761
Fax: (207) 287-4414
TTY: dial Maine Relay 711

Location and Hours

Physical Location:
Burton M. Cross Building, 4th
Floor
Augusta, Maine
Business Hours:
8:00 am - 5:00 pm,
Monday - Friday

Follow us on Social Media:



MSEA
Contract


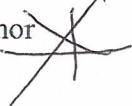
granted unpaid time off are required to pay for their share as well as the county's share of all benefits.

1. Holiday Leave - The following days shall be recognized and observed for full-time employees as paid holidays when they fall on normal working days as may other days as published by the County Commissioners.

New Year's Day, Martin Luther King Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, 1/2 Day before Christmas, Christmas Day (If a holiday falls on a Saturday, the preceding Friday will be considered the holiday; if a holiday falls on a Sunday, the following Monday will be observed. If Christmas falls on Saturday, the 1/2 day holiday will be observed on Thursday; if Christmas falls on Sunday the 1/2 day holiday will be observed on Friday.)

2. An employee shall be eligible for holiday pay if they are on authorized sick leave or on authorized leave of absence with pay. To be eligible for holiday pay, the employee must have worked their last scheduled work day prior to the holiday and/or their first scheduled work day after the holiday, unless the employee is excused by the department head or is absent for any reasonable purpose and must have been in an employee status for at least thirty (30) days preceding the holiday.

Reasonable purpose shall include illness. The department head, however, may require a physician's certificate if an employee claims that illness prevented the employee from working their last scheduled work day prior to the holiday.

 Additional legal holidays when designated by the President of the United States, the Governor and the Board of County Commissioners shall also be recognized for County employees. 

3. Holiday - If a holiday is observed during a day where an employee is regularly scheduled to work, but the employee is sick and would be using sick pay benefits to cover the scheduled time not worked, the employee shall be paid for holiday time only, at straight time, not both holiday and sick leave time.

4. Leave for Negotiations - Members of the MSEA-SEIU Bargaining Team (no more than two (2) member), shall be paid their regular pay for negotiations within their normal workday. No additional compensation shall be paid if negotiations extend beyond the end of an employee's normal work day.

5. Use of vacation leave within the same department will be by seniority when two (2) or more people request time off, however, once leave time is approved by management it cannot be taken away by another employee. **Management has five (5) days to deny a request or it is deemed approved. Vacation requests should be submitted no more than six (6) months prior to the requested time off.**

If the county needs to revoke an approved vacation due to operational needs, any expense related to the vacation that has been incurred, including costs for nuclear family, will be

determined by the Sheriff or his designee. Employees can be ordered in when necessary. Employees cannot grieve the loss of overtime if they are not available by telephone, answering machines, pagers, etc. .

For any full or partial shifts other than regularly recurring 8 or 10 hour shifts that become available such as but not limited to grant related work such as speed enforcement, OUI, or domestic violence related work, the above process will be used.

In the event of the need for a specialty position such as a school resource officer, or in an active situation or in response to an incident, if the Sheriff determines that there is a bona fide reason for the presence of a particular Deputy, Patrol Sergeant or Detective in those circumstances because of a specialized skill set, knowledge or familiarity with the facts or area, the Sheriff or his designee may direct the assignment of that employee to this shift or work without using the procedure set forth in the previous paragraph.

During storm or other emergency situations, the maximum hours worked should not exceed two (2) shifts in a twenty-four (24) hour period. Emergency short notice substitutions may be made by the Sheriff from Reserve personnel to obtain shift coverage when regular employees are not available.

Actual hours worked by an employee shall not exceed twenty (20) hours per day or seventy-two (72) hours per week, unless there is an emergency as determined by the Sheriff or his designee. There will be only one non-consecutive twenty (20) hour shifts allowed in any one pay period and they shall not be consecutive from pay period to pay period. This provision applies only when assigned as a road patrol deputy. Investigative and follow-up tasks do not apply to this restriction. For safety purposes, employees are required to have a minimum rest between a consecutive shift and their next shift of five (5) hours.

If an employee signs up for an open shift, that employee is responsible for working that shift. The supervisor or designee will fill the shift by utilizing the rotating call list. If the employee is unable to work that shift, that shift will be filled by utilizing the call list.

Employees working overtime have the option of electing to receive compensation time in lieu of overtime. This irrevocable election must be made by the employee in writing by writing "compensatory time" on the weekly time record. Compensatory time of 1.5 hours shall be accrued for each overtime hour worked. Employees can accrue a maximum of 40 hours compensatory time per calendar year. Compensatory time may be used by an employee only where no replacement is required for the employee.

At the discretion of the Sheriff (or designee) and with at least 24- hour notice, employees may swap shifts with other employees, but no more than one (1) shift per payroll week and no more than two (2) shifts per month. Any shift swaps exceeding these guidelines must have prior approval from the Sheriff. Shift swapping is administered on the honor system and shall not be subject to the grievance procedure.

[If the County Commissioners, pursuant to an order of the County Manager or County

Commissioners, authorizes a paid holiday, over and above those designated on an annual basis to non-union and MSEA employees, essential employees required to work on such a day will accrue compensatory time off for all hours worked in the form of additional earned time

ARTICLE 15 - COURT TIME

An employee who is required to attend court outside of his/her regular work shift hours shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times his/her base hourly rate of pay. If an employee is required to stay in attendance at such court more than the four (4) hours in any one (1) day, he/she shall be paid for the actual time spent that day. This section applies only when court time results in hours which are not annexed consecutively to one end or the other of the working day or the working shifts. Funds provided by statute or court order, shall be turned over to or paid to the County and not retained by the employee. Time compensated for by the court time pay shall not be considered time worked for overtime computation purposes. For the purpose of this article, all court-related issues include screenings, suppression hearings or actions required by the District Attorney, the Maine Attorney General, or the United States Attorney's Office. It also includes Department of Motor Vehicle hearings.

ARTICLE 16 - CALL BACK TIME / CALL OUT TIME

An employee called back to work shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the hourly rate of his/her base hourly rate of pay for the work for which they are called back. This section does not apply to scheduled overtime, court time. This section applies only when call-back results in hours which are not annexed consecutively to the end of the working day or the working shifts. This section does not apply to scheduled overtime, to hold over times annexed to the end of the work shift or workday, nor to court time. Time compensated for by call back/out pay shall not be considered time worked for overtime computation purposes.

Call Back Time / Call Out Time is considered any time you are called back or called out to work after completion of your regularly scheduled work- day or on a day off.

ARTICLE 17 – HOLIDAYS

The following legal holidays shall be paid holidays:

	<u>Observed</u>
New Years Day	January 1
Memorial Day	Monday
Independence Day	July 4
Labor Day	Monday
Thanksgiving Day	4th Thursday of Nov
Day after Thanksgiving	
Christmas Day	December 25



Financials, Revenue & Citizen Services and Human Capital Management



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FOR 2021 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1000 GENERAL FUND						
10001200 INTERGOVERNMENTAL REV	0.00	-18,235,861.00	-18,954,200.57	0.00	718,339.57	103.9%
10001300 CHARGES FOR SERVICES	0.00	-2,676,000.00	-4,140,999.32	0.00	1,464,999.32	154.7%
10001400 OTHER REVENUES	0.00	-327,200.00	-251,554.92	0.00	-75,645.08	76.9%
10002010 COMMISSIONERS/GOV BODY	0.00	68,622.00	63,278.91	0.00	5,343.09	92.2%
10002053 MANAGEMENT/ADMINISTRATION	0.00	2,048,449.00	1,937,840.17	0.00	110,608.83	94.6%
10002056 FACILITIES MAINTENANCE	0.00	552,071.00	515,438.82	0.00	36,632.18	93.4%
10002116 TREASURER	0.00	562.00	580.23	0.00	-18.23	103.2%
10002200 DISTRICT ATTORNEY	0.00	1,478,738.00	1,434,600.48	0.00	44,137.52	97.0%
10002300 DEEDS	0.00	622,169.00	556,956.29	0.00	65,212.71	89.5%
10002350 PROBATE	0.00	646,422.00	568,214.95	204.00	78,003.05	87.9%
10004010 POLICE/SHERIFF	27,115.00	3,153,513.00	3,256,153.43	0.00	-102,640.43	103.3%
10004300 COMMUNICATIONS/DISPATCH	0.00	678,715.00	658,112.20	0.00	20,602.80	97.0%
10004401 EMA DEPT	0.00	600,590.00	978,051.14	0.00	-377,461.14	162.8%
10004409 YORK CO JUVENILE FIRE PREV	0.00	32,388.00	27,442.25	0.00	4,945.75	84.7%
10006010 RETIREMENT BENEFITS	0.00	521,858.00	508,924.99	0.00	12,933.01	97.5%
10006020 MEDICAL & DENTAL INSURANCE	0.00	823,310.00	924,075.05	0.00	-100,765.05	112.2%
10008010 DEBT	0.00	1,039,000.00	1,031,337.50	0.00	7,662.50	99.3%
10009200 PUBLIC AGENCIES	0.00	128,700.00	128,700.00	0.00	0.00	100.0%
10009503 CONTINGENCY	0.00	50,000.00	0.00	0.00	50,000.00	.0%
10009506 MISCELLANEOUS	0.00	8,821,069.00	8,821,068.96	0.00	0.04	100.0%



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COUNTY OF YORK, MAINE
FY21

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FOR 2021 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10009519 COVID-19 EXPENDITURES	0.00	0.00	238,912.40	0.00	-238,912.40	100.0%
10009700 EXPENSES FROM RESERVED FUN	0.00	0.00	182,952.34	0.00	-182,952.34	100.0%
TOTAL GENERAL FUND	0.00	27,115.00	-1,514,114.70	204.00	1,541,025.70	-5583.3%
TOTAL REVENUES	0.00	-21,239,061.00	-23,346,754.81	0.00	2,107,693.81	
TOTAL EXPENSES	21,239,061.00	21,266,176.00	21,832,640.11	204.00	-566,668.11	
1020 LAYMAN WAY RECOVERY CENTER						
10201400 LAYMAN WAY OTHER REVENUE	0.00	0.00	-950,000.00	0.00	950,000.00	100.0%
10203060 LAYMAN WAY RECOVERY CENTER	0.00	0.00	951,268.72	0.00	-951,268.72	100.0%
TOTAL LAYMAN WAY RECOVERY CENTER	0.00	0.00	1,268.72	0.00	-1,268.72	100.0%
TOTAL REVENUES	0.00	0.00	-950,000.00	0.00	950,000.00	
TOTAL EXPENSES	0.00	0.00	951,268.72	0.00	-951,268.72	
GRAND TOTAL	0.00	27,115.00	-1,512,845.98	204.00	1,539,756.98	-5578.6%

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Financials, Revenue & Citizen Services and Human Capital Management



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COUNTY OF YORK, MAINE
FY21 JAIL

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FOR 2021 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
2600 JAIL						
26001200 INTERGOVERNMENTAL REV	0.00	-10,761,069.00	-10,582,161.12	0.00	-178,907.88	98.3%
26001400 OTHER REVENUES	0.00	-117,000.00	-55,710.48	0.00	-61,289.52	47.6%
26004200 CORRECTIONS/JAILS	0.00	10,878,069.00	9,843,497.23	0.00	1,034,571.77	90.5%
26009700 JAIL FUND CAPITAL RESERVE	0.00	0.00	77,247.40	0.00	-77,247.40	100.0%
TOTAL JAIL	0.00	0.00	-717,126.97	0.00	717,126.97	100.0%
TOTAL REVENUES	0.00	-10,878,069.00	-10,637,871.60	0.00	-240,197.40	
TOTAL EXPENSES	0.00	10,878,069.00	9,920,744.63	0.00	957,324.37	
GRAND TOTAL	0.00	0.00	-717,126.97	0.00	717,126.97	100.0%

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