

1 **COMMISSIONERS MEETING**

2  
3 **January 4, 2023**

4  
5 *YORK,ss*

6  
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, January 4, 2023 A. D. at 4:30 P. M.

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11 Commissioners Andrews, Dutremble and Chenette and Register of Deeds Nancy Hammond and  
12 District Attorney Kathryn Slattery were sworn in at 4:00 p.m. by County Manager Zinser.  
13 Brief intermission prior to the start of the 4:30 meeting.

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15 **COMMISSIONERS PRESENT:**

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18 Richard R. Dutremble  
19 Richard Clark  
20 Robert Andrews  
21 Justin Chenette  
22 Donna Ring

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24 County Manager Gregory Zinser was present at the meeting.

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

29  
30 **ITEM**

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32 **1 TO SELECT A COUNTY COMMISSIONER CHAIRPERSON FOR 2023**

33 Commissioner Ring nominated Commissioner Dutremble. Commissioner Chenette  
34 seconded the motion. Vote 5-0.

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36 **2 TO SELECT A COUNTY COMMISSIONER VICE CHAIRPERSON FOR 2023**

37 Commissioner Ring nominated Commissioner Justin Chenette. Commissioner Andrews  
38 seconded the motion.

39 Commissioner Clark nominated Commissioner Andrews. Commissioner Dutremble  
40 seconded the motion.

41 Discussion: Commissioner Chenette stated that the Commissioners are a great group as  
42 well as the many county employees. He added that if he received this particular leadership  
43 role, he would make sure we are inclusive of all Commissioners' concerns. Commissioner  
44 Chenette stated that he would appreciate support of fellow commissioners. Commissioner  
45 Andrews stated that he would like to continue as vice-chairperson.  
46 Commissioner Dutremble commented that his original thought was for someone else to be  
47 Chair and that didn't work out.

48 Vote- (for Commissioner Chenette) Commissioners Andrews, Ring and Dutremble voted in  
49 the affirmative with Commissioner Clark voting against. (4-1) Commissioner Clark voted

50 for Commissioner Andrews with three opposed. Commissioner Chenette is the Vice-  
51 chairperson for 2023.  
52

53 **3 PUBLIC COMMENT(S) ON ANY ITEM(S)**

54 Janet Drew addressed the Board via Zoom and asked if there are any statistics that  
55 Commissioners receive (regional information) that comes back to the county regarding  
56 statistics on the number of people in the county jail in pre-trial. Janet Drew reported that she  
57 read there are 75% in the State of Maine in jail awaiting trial. We need other alternatives,  
58 she stated. She questioned going forward with the county's plan for the detox center and  
59 how the records side will work. If one fails, does that mean their record cannot be  
60 expunged? Commissioner Dutremble asked the County Manager to obtain the information.  
61 There is a report filed with the court system that he will get from the Sheriff, stated County  
62 Manager Zinser. Sheriff King commented via Zoom. He stated that the last statistics he  
63 heard was that we were upwards of 90% pretrial but it is a priority with York County Jail  
64 and York County D.A. We are identifying people to get them to trial. Sheriff King  
65 continued that they are still dealing with the effects of COVID. Janet Drew replied that state  
66 law says that there would not be arrests for non-violent crimes. How are we doing with that?  
67 90% of people awaiting trial is really scary, she said.

68 Sheriff King replied to Janet Drew by saying that while he appreciates her concern and  
69 thought process but that nobody at the County level has the jurisdiction to let inmates leave.  
70 Conditions are set by the legal process. Sheriff King added that they do have an intake  
71 modification program, currently. We only accept people that are arrested for major crimes,  
72 he explained but that will be loosened soon.

73 *\*\*not on agenda-left off as an oversight\*\**

74 **3a-** To select a Commissioner for the MCCA Board and MCCA Risk Pool-  
75 Commissioner Clark nominated Commissioner Dutremble for both MCCA Boards.  
76 Commissioner Ring seconded the motion. Vote 5-0.  
77 Commissioner Dutremble nominated Commissioner Clark. Commissioner Andrews  
78 seconded the motion. Vote 5-0.  
79

80 **4 TO SELECT A WORKFORCE CENTER DIRECTOR FOR 2023**

81 Commissioner Ring nominated Commissioner Clark. Commissioner Chenette seconded the  
82 motion. Vote 5-0.  
83

84 **5 TO SELECT A SOUTHERN MAINE REGIONAL PLANNING REPRESENTATIVE  
85 FOR 2023**

86 Commissioner Ring nominated Commissioner Dutremble. Commissioner Andrews  
87 seconded the motion. Vote 5-0.  
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89 **6 TO REVIEW AND APPROVE THE MINUTES OF THE COUNTY  
90 COMMISSIONERS' MEETINGS-**

91 a. Commissioners' Regular Meeting of December 21, 2022  
92 Commissioner Clark motioned to approve the minutes of December 21, 2022.  
93 Commissioner Andrews seconded the motion. Vote 4-1 with Commissioner Chenette  
94 abstaining.  
95

96 **7 TO ADOPT ROBERT'S RULES OF GOVERNANCE FOR CONDUCTING 2023  
97 COMMISSIONER MEETINGS**

98 Commissioner Ring motioned to adopt Robert's Rules of Governance for conducting 2023  
99 Commissioners' meetings. Commissioner Andrews seconded the motion. Vote 5-0.  
100

**TO SELECT A DAY AND TIME FOR CONDUCTING REGULAR COUNTY COMMISSIONER MEETINGS FOR 2023**

1<sup>st</sup> and 3<sup>rd</sup> Wednesdays beginning at 4:30 P.M.-following dates: January 4, January 18, February 1, February 15, March 1, March 15, April 5, April 12, May 3, May 17, June 7, (June 21st if needed), July 5, (July 19th if needed), August 2, (August 16th if needed), September 6, September 20, October 4, October 18, November 1, November 15, December 6, December 20.

Commissioner Chenette motioned to adopt the recommendation for meetings on the first and 3<sup>rd</sup> Wednesdays but motioned to move the meeting time to 6:00 p.m. Commissioner Ring seconded the motion.

DISCUSSION: Commissioner Clark stated that he felt it more appropriate for folks that work here all day and come to provide us with information to not have to stay 1 ½ hours longer.

Commissioner Chenette responded that one of the reasons that he is sitting in this seat is that his district is expecting a greater say in the things that go on. Constituents have told him 4:30 is not acceptable. Cumberland County Commissioners meet at 5:30. Selectboard meetings are held at 6:00 or 7:00 even. Mainers should have a say in what is done, stated Commissioner Chenette. He added that he realizes just changing the time won't necessarily change greater involvement but we are giving them a greater opportunity to be more involved, continued Commissioner Chenette. Maybe 6:00 isn't sufficient, maybe it needs to be 6:30 or 7:00.

Commissioner Ring stated that as a former employee (since 1979), she attended every Commissioners' meeting for 40 years. She continued that for the first 30 years the meetings were held at 7:00 p.m. There were meetings that weren't well attended. During budgetary time, they were very well attended, Commissioner Ring informed all. She continued that in the last 8-10 years it was at 4:30 and there hasn't been a lot of attendance. She commented that she would like to try a later meeting. It might be more difficult for employees but we don't answer to them. We are here for the public, stated Commissioner Ring.

Commissioner Andrews asked Commissioner Ring if there was a record of why we went from a later time to 4:30? Commissioner Ring replied because it was more convenient for administration she thought.

Commissioner Clark stated that he has attended public hearings in the State House that have required him to take a day off from work and submitted his copies of testimonies and return home. Commissioner Clark added that he has been involved in municipal and county government for 24 years and that he has always made himself available to his constituents. He added that we are available by Zoom. Commissioner Clark said that he doesn't see moving the meeting time to 6:00 serves any useful purpose.

Commissioner Andrews stated that while he recognizes the interest in moving to a later time, he doesn't see that more interest (in the meetings) would really happen. Changing it would make it difficult for county employees who are mostly involved in these meetings.

Commissioner Dutremble said that he debated which way he wants to go. He continued that he had only one e-mail asking for the meeting time to change. We have already tried this and nothing changed. He stated that he would say okay to 5:00 but no to 6:00.

Commissioner Chenette stated that he was open to discussion on the time. He explained that 4:30 is not really 4:30 if you have to travel, it becomes 3:00 or 3:30 to get to Alfred. Even at home one needs to travel from work to get home. Also, special (Commissioners') meetings are held earlier. The legislature does do that but we are not the legislature, stated Commissioner Chenette. We only meet twice a month. We don't need to force our constituents to take time off, stated Commissioner Chenette. He said that this is the number 1

151 issue in his district. By denying them the opportunity to do so, we are denying them  
152 participation in their government, commented Commissioner Chenette.  
153 Commissioner Ring asked if it is possible to try this for 6 months for a little later time. I  
154 would like to see a later time and compromise to 5:30. I really do think we need to try a later  
155 meeting, she stated.

156 Commissioner Dutremble stated that he respected the other Commissioners' inputs, but we  
157 did already try this before and it didn't change (no greater participation).

158 Commissioner Chenette replied that he was happy to withdraw his motion and put forward a  
159 compromise time that aligns with Cumberland County, our neighboring county.

160 Commissioner Chenette withdrew his motion. Commissioner Ring withdrew her second.

161 Commissioner Chenette asked if a motion for 5:30 would have any support? Other  
162 Commissioners stated no.

163 Commissioner Chenette motioned to hold the Commissioners' meetings at 5:00.

164 Commissioner Ring seconded the motion.

165 DISCUSSION- Commissioner Andrews stated that he does accept 5:00. Commissioner  
166 Dutremble agreed but added this is temporary for 6 months and then the Board will review  
167 and if participation is not increased the meeting time goes back to 4:30. Vote 4-1 with  
168 Commissioner Clark opposed.

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#### TO REVIEW AND ADOPT POLICIES FOR 2023 AS FOLLOWS:

- 171  
172 a. **MILEAGE REIMBURSEMENT RATE** (manager recommends '23 IRS rate 62.5  
173 cents)

174 County Manager Zinser explained that the IRS set a rate of 65.5 cents after the agenda  
175 went out. He explained that typically we have always used the IRS rate.

176 Commissioner Clark motioned to accept the manager recommended rate of 65.5 cents.  
177 Commissioner Andrews seconded the motion.

178 DISCUSSION: Commissioner Ring asked why do we go by the IRS rate and what is  
179 State of Maines' rate?

180 County Manager Zinser replied that is most applicable.

181 Commissioner Ring asked if we are required to use this rate? County Manager Zinser  
182 replied, no.

183 Commissioner Dutremble stated that the cities and towns usually accept IRS.  
184 Vote 5-0.

- 185 b. **MEALS ON COUNTY BUSINESS RATE** (manager recommends increase of \$5.00 to  
186 \$15.00-breakfast, \$20.00 lunch, \$25.00 dinner or \$60.00 per diem)

187 *\*Special note:* When the event you are attending includes any of the meals you are  
188 required to take part in the meal. If you are staying at a hotel that provides breakfast, you  
189 must utilize the breakfast provided by the hotel. In these instances, the amounts stated  
190 above will be deducted from the per diem rate. **\*RECEIPTS REQUIRED\***

191 Commissioner Clark motioned to approve the meal reimbursement rates. Commissioner  
192 Ring seconded the motion. Vote 5-0.

- 193 c. **POLICE/ACCIDENT/INCIDENT REPORTS** (manager recommends '21 rate  
194 \$20.00)

195 Commissioner Clark motioned to accept the rate as recommended by the Manager.

196 Commissioner Ring seconded the motion. Vote 5-0.

- 197 d. **BACKGROUND CHECKS FEES** (manager recommends Sheriff's \$5.00 increase  
198 \$20.00)

199 Commissioner Clark motioned to approve the rate as recommended by the Manager.

200 Commissioner Ring seconded the motion. Vote 5-0.

- 201 e. **NOTARIZATION/ATTESTATION FEES** (manager recommends '20 rate of

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\$5.00/\$10.00)

Commissioner Clark motioned to approve. Commissioner Ring. Vote 5-0.

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**TO APPROVE TREASURERS' WARRANT(S)**

a. Approve treasurer's warrant dated December 21, 2022 in the amount of \$1,450,912.09  
Commissioner Clark motioned to approve the warrant. Commissioner Andrews seconded the motion.

DISCUSSION: Commissioner Ring asked why the warrant amount was so high? County Manager Zinser explained that warrant contains two weeks. There is a worker's compensation first half payment and a building project payment included in that warrant, also. Vote 5-0.

b. Approve treasurer's warrant dated December 28, 2022 in the amount of \$465,839.10  
Commissioner Clark motioned to approve the warrant. Commissioner Andrews seconded the motion.

Discussion: Commissioner Ring stated that in reviewing this warrant, she noticed that there were 7 different payments for vehicle safety reviews and wondered if there is an issue. County Manager Zinser stated that there has been a grievance filed by MSEA. Vote 5-0.

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**HEAR ANY REPORTS OF THE COMMISSIONERS**

Commissioner Dutremble informed all about the annual meeting of the Maine County Commissioners' Association to be held on January 11th at the Senator Inn in Augusta. An agenda with more information will be sent out on January 6<sup>th</sup>. He added that they hope to have legislators there.

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**HEAR ANY REPORTS OF THE COUNTY MANAGER**

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**NEW BUSINESS**

a. Discussion of allocation of ARPA funds- County Manager Zinser explained at the last meeting it was requested that we get the remainder of the funds committed to the two projects. He continued that in the spreadsheet provided to the Commissioners, the remaining funds in ARPA are \$27,500,327.34 with \$35 million in estimated total costs. Commissioner Clark stated that we discussed this for quite some time. Therefore, he is asking that we mark the money as committed to these projects.

Commissioner Clark motioned that the \$27,500,327.34 remaining in the ARPA fund be earmarked for the two projects (recovery and training centers) and be divided equally between the two. Commissioner Andrews seconded the motion.

DISCUSSION: Commissioner Chenette asked how did you arrive at \$17.5 million equally? County Manager Zinser explained that we brought on a construction management firm, Landry- French. Once we get the final design, estimating begins. Currently, the estimated cost is \$14 - \$17 million per building so we simply split the money in half.

Commissioner Chenette asked for an explanation about other monies on the spreadsheet and the deficit.

County Manager Zinser explained that we put aside about \$1.4 million in reserves. These funds were appropriated by the Board at the last meeting for these specific projects. We just received \$1.9 million from Senators King and Collins and last year \$1 million from the same process.

County Manager Zinser continued that there are a lot of options on the table that we will continue to pursue. The County Manager added that his recommendation is to forge ahead. This project is two years down the road so we have a couple of years to figure it out, said County Manager Zinser.

252 Commissioner Chenette responded that it is concerning to him to charge forward with a  
253 deficit on paper although he does support the projects and appreciates the work.  
254 Commissioner Clark explained that the County started with \$40 million. Other projects  
255 were funded such as a youth center in Biddeford and housing (Fair Tide in Kittery) and \$1.8  
256 million on a dredge. Significant money has also been spent on infrastructure in county  
257 buildings to include air quality. We can provide you with an accounting of it, he stated to  
258 Commissioner Chenette. Commissioner Clark added that we will continue to receive  
259 monies from opioid centers which he expects will go to the Recovery Center.  
260 Commissioner Dutremble stated that there are other avenues that we are researching for  
261 other funding as well.

262 Commissioner Chenette asked if there could be a visual graphing for constituents trying to  
263 locate information on our website. He explained further, some sort of visual element on  
264 excel on how we spent the money. County Manager Zinser replied that Dave Nalchajian  
265 (ARPA Financial Project Manager) can do that very quickly.  
266 Vote 5-0.

267 b. Approval of School Resource Officer Agreement between York County and RSU 57-  
268 County Manager Greg Zinser explained that this was the agreement with RSU 57 for a  
269 school resource officer and asked if there were any questions?  
270 Commissioner Chenette asked why are we getting this for half of the school year?  
271 County Manager Zinser explained that this past summer we agreed to pay for a month and a  
272 half so we could have the deputy out patrolling. Commissioner Chenette asked what  
273 happens when an individual steps forward for the SRO position- what happens to that  
274 coverage? County Manager Zinser explained that you hire for that position or fill from the  
275 ranks. We hire for that vacancy. Commissioner Chenette asked what is the contingency  
276 plan if we have a vacancy and how do we get coverage?  
277 County Manager Zinser replied that he and the Sheriff are working on the contracts. Over  
278 the years some of the contracts have become too customized. coming up with During  
279 COVID, there were lots of vacancies. The core mission of the S.O. is to patrol the county.  
280 We need to make sure we can do this, stated the County Manager. We are working on a  
281 new method. We are only doing one-year contracts at this time. County Manager Zinser  
282 said that the preferred method is an hourly approach.

283 Commissioner Ring stated that her concern is we are signing a contract six months after the  
284 fact. She continued that the other issue is that we provide and maintain a vehicle. Do they  
285 reimburse the county of York for the vehicle? County Manager Zinser replied that he thinks  
286 we kept the last one on the road. Commissioner Ring responded that the SRO has always  
287 been assigned a vehicle. To my knowledge, they have never paid for a vehicle, she stated.  
288 County Manager Zinser replied, the latest one, no. They have concerns as to whether or not  
289 they need a vehicle. We need to reset something up that works for the County, he  
290 commented.

291 Commissioner Clark motioned to approve the School Resource Agreement between York  
292 County and RSU 57. Commissioner Andrews seconded the motion.  
293 Vote 5-0.

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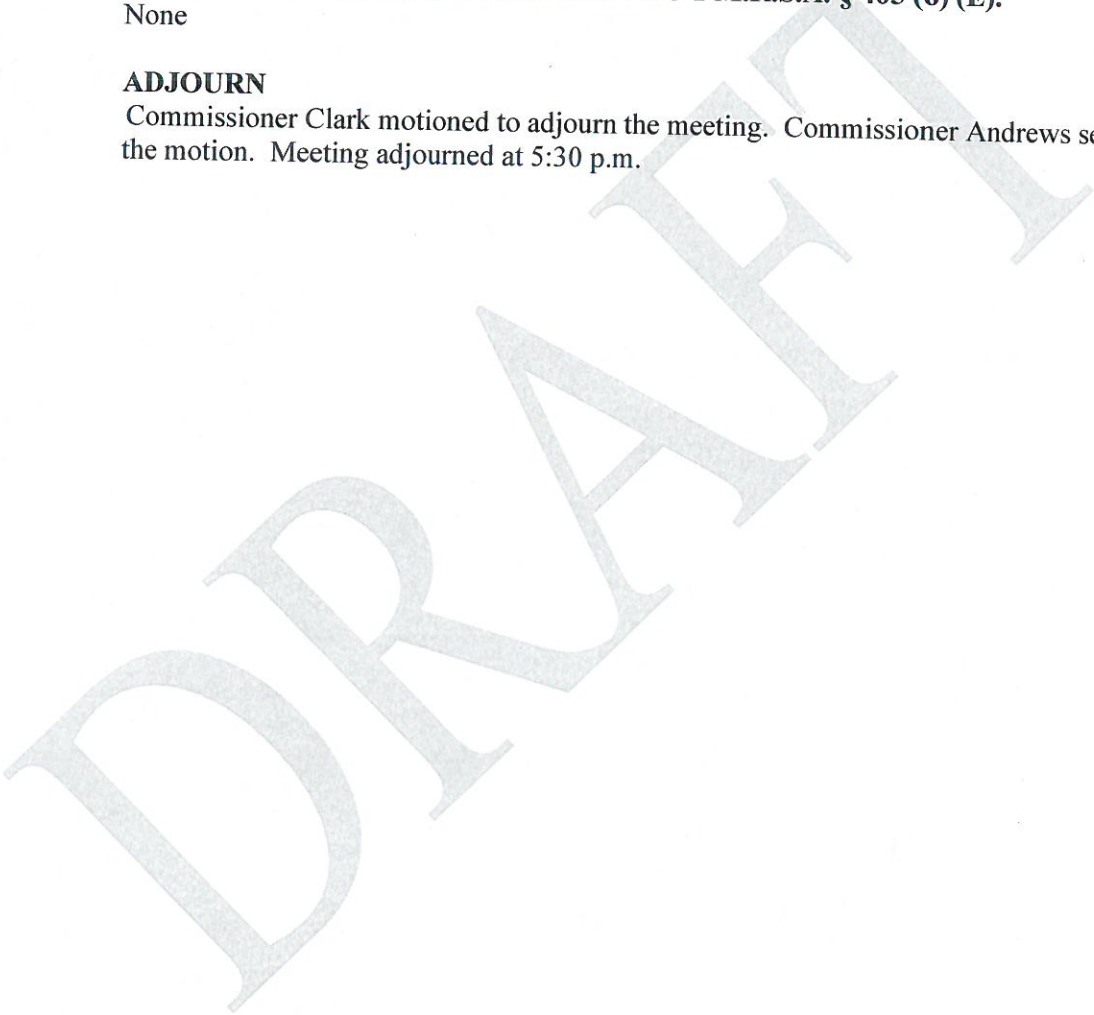
**OLD BUSINESS**

a. To review and approve Findings of Facts for tax abatement denial appeal hearing of  
December 21, 2022

298 Commissioner Clark asked to table this item as the Findings of Fact given did not reflect  
299 that the applicant presented over 200 pages of documents. He stated that it is clear that we  
300 were made aware of their arguments by a whole bunch of paperwork.  
301 Commissioner Andrews seconded the motion. Vote 4-1 with Chenette abstaining.  
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- 15        **PUBLIC COMMENT(S) ON ANY ITEM(S)**  
           Janet Drew asked if the (ARPA) spreadsheet is online and is the money still there for the housing portion. County Manager Zinser replied that it appears in the agenda/supporting documents section of our website but that it will be shifted to ARPA portion of website. County Manager Zinser replied that the one half million is still set aside for housing as it was previously committed by the Board many months ago.
  
- 16        **TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E).**  
           None
  
- 17        **ADJOURN**  
           Commissioner Clark motioned to adjourn the meeting. Commissioner Andrews seconded the motion. Meeting adjourned at 5:30 p.m.



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**From:** Gregory T Zinser  
**Sent:** Wednesday, January 11, 2023 11:21 AM  
**To:** YC-Commish; Kathryn A Dumont; Linda M Corliss; William L King; Nathan C Thayer  
**Subject:** FW: E-mail With All Requested York County/CPS Information - 4 Attachments

Commissioners:  
This too, will be on next weeks agenda. Let me know if you have any questions.  
Greg

Sent from [Mail](#) for Windows

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**From:** [Danna M Yates](#)  
**Sent:** Monday, January 9, 2023 1:12 PM  
**To:** [Gregory T Zinser](#)  
**Cc:** [Nathan C Thayer](#)  
**Subject:** Fwd: E-mail With All Requested York County/CPS Information - 4 Attachments

Greg,

It was a pleasure seeing you in person earlier today.

Please see the attached documents in order to facilitate the First Amendment to the Medical Services Contract with CPS.

The budget for year 2 (November 1, 2022 through October 31, 2023) is an overall increase of 109,252 over the year one budget. This is reflective of an additional 4 hours of an NP for the MAT program and an additional 10 hours of a Drug and Alcohol counselor. These increases are in response to the rise in the number of inmates being treated in the MAT program. In addition an overall 3% increase to account for salary increases and the CPI. The CPI for Northeast Medical rose 4.8% the past year, but the contract caps the increase at 3%. As you know, the medical contract came in roughly 112k under budget in year one and that credit is being held while the outstanding offsite claims come in to be paid and once the year is considered closed, at which time the credit can be applied to an outstanding invoice, or refunded to the County.

Please let me know if you have any questions, or need additional info. You may add or edit to this summary as needed if I have overlooked anything.

Best,  
DMY



**EXTENSION AGREEMENT  
HEALTH SERVICES AGREEMENT**

This Extension Agreement is made effective the 1<sup>st</sup> day of November, 2022, by and between the County Commissioners for York County (hereinafter, the "County") and Sheriff William L. King, Jr., or his successor, as the duly designated Chief Corrections Officer of the County (hereinafter, "Sheriff"), parties of the first part, and Correctional Psychiatric Services, P.C., a Massachusetts corporation, doing business in the State of Maine, with a principal business address at 300 Congress Street, Suite 405 Quincy, MA 02169 (hereinafter, "CPS"), party of the second part. The County/Sheriff and CPS may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

**Recitals:**

WHEREAS, effective on or about November 1, 2021, the Parties entered into a certain Health Services Agreement (the "Agreement") pursuant to which Agreement CPS has provided certain health care services as set forth in the Agreement.

WHEREAS, the Parties desire to extend the Agreement and to modify certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, assurances and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals set forth above are incorporated herein by reference as though set forth verbatim herein, and the Parties represent they are true, accurate and correct.
2. The Agreement shall be extended for one year, beginning on November 1, 2022, through October 31, 2023 (the "Second Contract Year"), subject to further extension pursuant to the terms of the Agreement or the further written agreement of the Parties.
3. The Agreement shall be amended to reflect that CPS shall be paid a base rate, plus the management fee, as set forth in the Matrix/Budget appended hereto and incorporated herein, and which Matrix/Budget shall be attached to and incorporated into the Agreement as Exhibit E for the Second Contract Year.

4. Other than as expressly set forth herein, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have affirmed their understanding and agreement to the above terms by their authorized signatures below.

County Commissioners for York County

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Witness

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

\_\_\_\_\_  
Witness

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Sheriff William L. King, Jr.

Correctional Psychiatric Services, P.C.

\_\_\_\_\_  
Witness

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By:  
Its:

# DRAFT 2023 York County Matrix

	FTE	Hrs/week
<b>Healthcare Program</b>		
Health Serv Admin/RN	1.0	40
MD	0.04	1.6
Medical NP	0.30	12
MH NP	0.20	8
RN (days)	1.40	56
RN(eves)	1.40	56
RN (night)	1.40	56
Admin. Clerk/Med. Tech.	1.00	40
LPN (night)	1.40	56
LCSW (days)	2.00	80
Dentist	0.05	2
Dental Assistant	0.05	2
<b>TOTAL Medical Staff</b>	<b>10.2400</b>	<b>409.6</b>

MAT PROGRAM- (grant funded)		
MH NP	0.2	8
Rentry Case Manager	1	40
MH Lic Alcohol & Drug Coun	0.75	30
	1.95	78
<b>TOTAL Program FTEs With MAT staff:</b>	<b>12.19 FTEs</b>	

**From:** Linda M Corliss  
**Sent:** Monday, January 9, 2023 5:08 PM  
**To:** Gregory T Zinser; Kathryn A Dumont  
**Subject:** Commissioner's Agenda 1/18/2023

Greg / Kathy -

The recently expired county declaration of emergency had included a temporary provision to allow employees to work remotely in order to mitigate close contact and the spread of covid-19. During this period of time, several department leaders expressed an appreciation for the ability to allow some employees to work remotely. For example, victim witness advocates who are often on sensitive phone calls with victims, found it easier to have sensitive and confidential conversations while not interrupted in the often-cramped space at the courthouse. Others utilized remote work to mitigate space in crowded work areas and to allow employees with temporary circumstances to remain connected to the work environment.

Although not all positions, by design, can allow remote work, there are some that are beneficial to the productivity of the department and the county as a whole. Therefore, I think it prudent to put specific guidelines around the use of remote work so that there is clear expectations for both the employee and the county, and liability issues are addressed.

Please review the attached updated proposal. If you are in agreement with it, please add it to the January 18, 2023, Commissioner's agenda.

Linda M. Corliss  
Human Resource Director /  
Deputy County Manager  
[lmcorliss@yorkcountymaine.gov](mailto:lmcorliss@yorkcountymaine.gov)

**Mailing Address:**

York County Government  
45 Kennebunk Road  
Alfred, ME 04002

**Physical Address:**

149 Jordan Springs Road  
Alfred, ME 04002

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or employees about government business may be classified as public records.

## **Remote Work Policy**

### **Purpose**

Remote work, also referred to as teleworking, or telecommuting, is the concept of staff working from home or another location and in a way that can provide a mutually beneficial option for both the county and its employees. The county's work from home policy is to establish the guidelines and requirements to ensure remote work benefits our employees, mission, and constituents.

### **Scope**

This policy specifically applies to those county employees whose primary work location is not within a county office.

### **Policy Elements**

The ability to work remotely is not a formal, universal employee benefit. It is an alternative method of meeting the needs of the county and its mission. Remote work is not an entitlement, it is not a county wide benefit, and it is not designed to replace appropriate childcare or to accommodate other personal needs. It may be used to accommodate temporary disability and/or illness as approved by human resources. All remote relationships are at the discretion of the county, may be terminated by the county at any time for any reason, and in no way change the terms and conditions of employment with the county. The county has the right to refuse to make remote work status available to any employee whose job cannot be productive from remote work at the discretion of the department leader.

### **Eligible Jobs**

Each position has different job-specific requirements, customer or stakeholder needs, collaboration and team-based activities. These differences are key considerations when making decisions about whether a given staff member is eligible for remote work.

In evaluating whether a particular position is suitable for remote work, the county will consider many factors including, but not limited to:

- Whether the nature of the work to be performed remotely is operationally feasible.
- Whether the position has tasks that are portable and can be performed from a remote location.
- Whether the overall quantity and quality of work performed can be sustained at the remote work location.
- If the position is a managerial one, whether an employee in the position has the tools and resources to effectively manage direct reports remotely.
- Whether collaboration required by the position is easily accomplished through teleconference or other remote technologies.

## **Types of Remote Work Assignments**

Remote work arrangements can be occasional, temporary, or regular. While employees and supervisors have the freedom to develop arrangements tailored to employee and departmental needs, the following basic requirements must be met:

- Employees must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on the county's premises.
- Employees are expected to be available to their supervisors, managers, and co-workers during agreed-upon work hours and make their availability clear from their instant messaging work status. Employees will need to ensure that they can be reached through telephone (office, home, mobile), instant messaging (ex. Teams, Slack, Google), or other communication tools that are being used within the employee's department. The county expects the same level of professionalism and responsiveness from its remote employees as it would from employees working at the office.
- Employees must be available to attend scheduled meetings and participate in other required office activities at the local office as needed. Except for extraordinary circumstances, the county usually provides at least 24 hours' notice for such events.
- Employees must arrange for childcare or dependent care during their work hours except in cases of extraordinary extenuating circumstances.

The following sections of this document address each type of policy and the eligibility, terms, and conditions.

Temporary – a set schedule of working a few days per week away from the office for a designated period. Remote work may be approved for a variety of reasons, including for a short-term project, medical reasons, while on the road traveling for work, or as individually approved by a department leader. Temporary remote work arrangements can also be the result of the county enacting a contingency work plan for a given office.

Regular – regularly scheduled remote work assignments. Regular remote work assignments will be made on a three-month trial basis and may be discontinued at any time at the request of either the employee or the county. Every effort will be made to provide at least two weeks' notice; however, it may be necessary in some instances where the notice is more immediate.

### **Eligibility**

The following minimum requirements must be met for all types of remote work.

- The job category is eligible for remote work. (ex. emergency personnel or those employees whose work requires direct interaction with the public may not qualify).
- The employee must have been employed with the county for at least six months and not be on a probationary period.
- The employee must be in good standing. The employee has received positive performance evaluations, and they have no documented performance issues on file within the past six months.
- The employee possesses good time-management and organizational skills and is self-motivated, self-reliant, and disciplined.

- The employee is willing and able to travel to a county office as needed and/or requested by a supervisor.

The county expects at least the same level of productivity from employees who work remotely full-time as from those who do not. As part of the remote work program, the employee's manager will establish productivity expectations and standards. In addition, for non-exempt employees, the employee will be expected to work their normal scheduled hours unless approved by a supervisor. Failure to achieve the targeted goals in the targeted time frames may result in the termination of the remote work. Employees and supervisors should determine short- and long-term goals. They should frequently meet (either online or in-person when possible) to discuss progress and results.

## **Remote Work Agreement**

Employees may work remotely on an occasional, temporary, or permanent basis.

Permanent remote work employees should indicate their primary working address in a remote working agreement. A remote work agreement must be signed by the employee and manager prior to the start of any remote work assignment. This contract will also outline their responsibilities as remote employees.

To ensure that employee performance will not suffer in remote work arrangements, we advise our remote employees to:

- Choose a quiet and distraction-free working space.
- Have an internet connection that is adequate for the job.
- Dedicate their full attention to their job duties during working hours.
- Adhere to break and attendance schedules agreed upon with their department leader/supervisor.
- Ensure their schedules overlap with those of their team members for as long as necessary to complete their job duties effectively.

## **Compliance with Policies**

All remote work employees must follow our company's policies like their office-based colleagues. Examples of policies that all employees should abide by are:

- Attendance
- Social Media
- Confidentiality.
- Data Protection.
- Employee Code of Conduct.
- Anti-discrimination/Equal Opportunity.
- Dress code when meeting with colleagues and members of the public.
- All other applicable policies and provisions at the county including collective bargaining agreements.

## **Compensation and Benefits**

Compensation is determined by an approved job description. Health insurance, other group benefits, PTO, vacation/sick accruals are not altered by a remote working agreement.

## **Equipment**

The County will provide remote employees with equipment that is essential to their job duties, for example, laptops, headsets, phones, cell phones (when applicable). We will install VPN and county required software when employees receive their equipment.

The equipment provided is considered the property of the county. Employees must keep it safe and avoid misuse. Specifically, employees must:

- Keep their equipment password protected.
- Store equipment in a safe and clean space when not in use.
- Follow all data encryption, protection standards and settings.
- Refrain from downloading suspicious, unauthorized, or illegal software.



**York County Government**

**Agreement for Temporary or Regular Remote Work**

Effective Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Department: \_\_\_\_\_

Manager Name: \_\_\_\_\_ Manager Job Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

As part of my employment relationship with the County of York, I, \_\_\_\_\_, agree as follows:

1. I have read, I understand, and I agree to comply with and abide by the terms and conditions of the County's remote work practices as outlined in this agreement below.
2. I agree that my remote work location is \_\_\_\_\_. I agree that I will work from the remote work location (\_\_\_\_ hours / \_\_\_\_ days per week).
3. I understand that both the remote work relationship and the employment relationship are at will, which means that they are not for a specific term and can be terminated by either me or the county at any time for any reason.
4. I understand and agree that the county has the following performance expectations of me:

{Detail employee job responsibilities}

5. I understand that my regular work schedule is as follows:  
{Details specific work schedule}

## Remote Work Terms and Conditions

### 1. Equipment / Tools

The county/department will provide any necessary tools and equipment for remote working staff to perform their current duties. This may include computer hardware, computer software, voice communication, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary. The use of equipment, software, and data supplies provided by county and/or department for use at the remote work location is limited to the designated employee and for purposes relating to county business. The county will provide repairs to county equipment.

**NOTE:** Remote employees may not use their own personally owned computers for county business; remote employees shall not create, store, or access county information or files on personally owned computers unless given express permission.

The county generally will not reimburse any home furnishing-related expenses such as construction, renovations, heating/air conditioning, lighting, electricity, or internet connectivity. Employees are responsible for furnishing, equipping, and maintaining their home offices so that they have a safe, secure, healthful, and comfortable work environment and can accomplish their work in an efficient and expeditious manner.

Any equipment, software, data supplies, and furniture provided by the county to employees for work remote work must be returned upon request. It is the employee's responsibility to protect county equipment while in the employee's care.

### 2. Data Safety

The employee has an obligation to protect the data of the county and its clients and stakeholders. The employee is required to take any offered data and cybersecurity courses before or at the start of their remote work arrangement and to apply appropriate application and server access protocols so as to protect the integrity of the county's data and that of its customers and partners.

### 3. Workspace

The staff member shall designate a workspace within the remote work location for placement and installation of equipment to be used while working remotely. Additionally, regular remote staff must adhere to the following conditions:

- Employees must maintain their designated workspace in a safe condition, free from hazards, noise, and other dangers to the employee and equipment.
- The County may approve the site chosen as the employee's remote workspace, and the employee is expected to submit three photos of the home workspace to management prior to implementation.
- Materials, files, etc., taken home should be kept in the designated work area at home and not be made accessible to others.

- The employee will absorb costs associated with equipping or maintaining a home office that is not reasonably necessary for discharging job duties.

#### 4. Office Supplies

Office supplies will be provided by the department/county as needed. Out-of-pocket expenses for other supplies will not be reimbursed without prior approval of the employee's manager.

#### 5. Business-Related Meetings and Visitors

Remote workers may not conduct in-person business meetings of any nature or host visitors for business purposes (during business hours) at their homes or remote offices. All in-person business meetings, including meetings with other employees, customers, potential customers, prospects, clients, and vendors, must take place at county facilities or online.

#### 6. Tax Implications

It is the employee's responsibility to determine any income tax implication of maintaining a home office. The county will not provide tax guidance, nor will it assume any additional tax liabilities. The employee is encouraged to consult with a tax professional to discuss any income tax implications of working remotely.

#### 7. Health and Safety

Remote employees should ensure that their home or remote offices comply with the county's injury and illness prevention plan, including properly set up ergonomic workstation. Please review the attached diagram for more information on proper ergonomics.

Remote employees must immediately report all work-related injuries they sustain to either their manager or Human Resources. Under no circumstances should an employee delay more than 24 hours in reporting a work-related injury, regardless of the injury's severity.

#### 8. Travel from Home Office

Employees who opt for remote work must commit to returning to the home office, at their own expense, as necessary or as indicated in their remote work plan established with their manager. The county will not reimburse mileage when traveling from home to the office.

#### 9. Liability

The employee's home workspace will be considered an extension of [organization]'s workspace, therefore, the county will continue to be liable for job-related accidents that occur in the employee's home workspace during the employee's working hours.

The organization will be liable for injuries or illnesses that occur during the employee's agreed-upon work hours. The employee's at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor. If such a schedule has not been agreed upon, the

employee's work hours will be assumed to be the same as before the employee began working remotely.

The county assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours, and is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

**10. Dependent or Child Care**

Working remote is not a substitute for dependent or childcare since remote workers will not be available during organizational core work hours to provide the type of quality of attention required in caretaker scenarios.

**11. Communication**

Employees must be available by phone, email, Skype, Zoom, etc., or any other designated communication portals determined by his or her manager, during core hours. All in-person client and customer interactions must be conducted at the client's site, at an approved shared workspace, or at a county office. Employees must continue to be available for staff meetings and other meetings deemed necessary by management.

**12. Evaluation**

The employee agrees to participate in all studies, inquiries, reports, and analyses relating to his or her remote work experience, as well as remain obligated to comply with all county rules, practices, and instructions.

**13. Acknowledgement**

I hereby acknowledge that I have read the above terms and conditions and discussed them with my manager and agree to the terms and conditions set forth. I further declare that all the above information is accurate.

\_\_\_\_\_  
Employee Signature

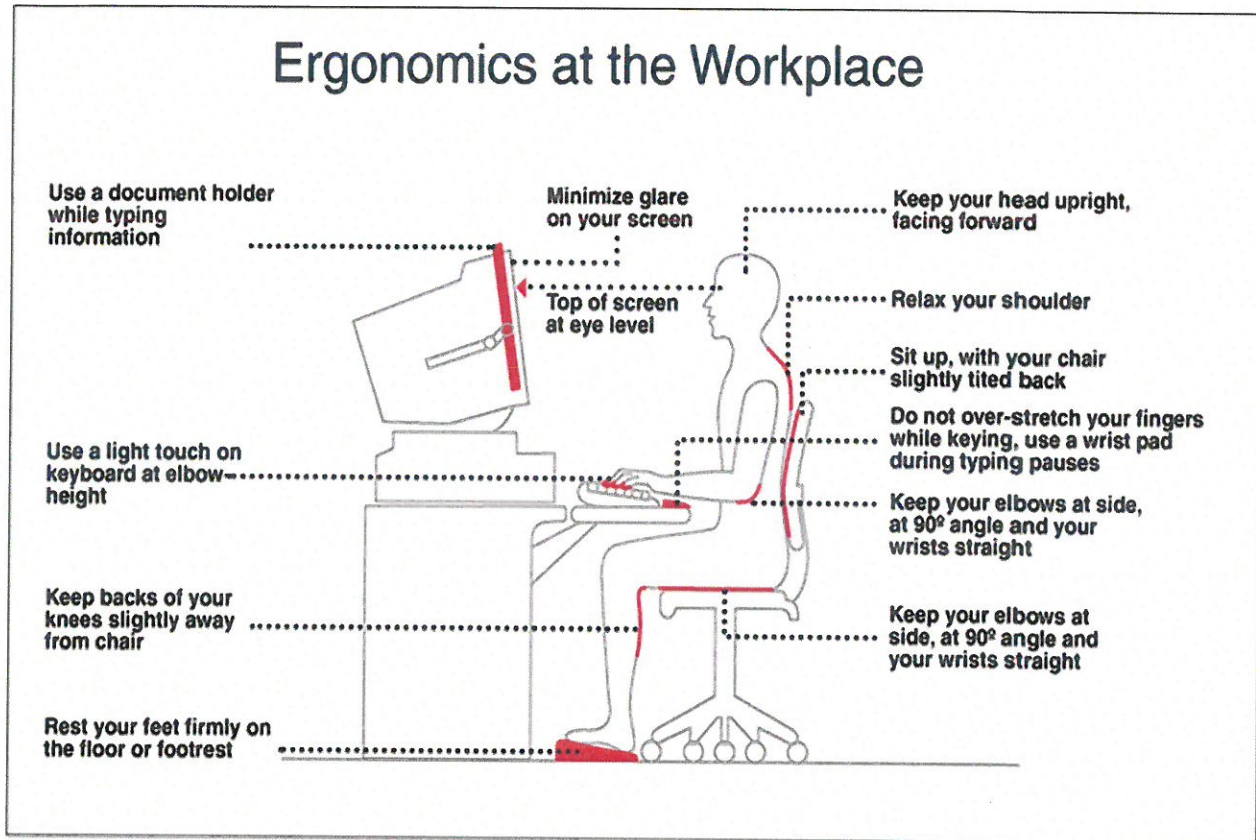
\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*\*A copy of the signed agreement should be kept in the employees' personnel file in H.R.*

# Ergonomics at the Workplace



September 2001

AP

For additional ergonomic workstation information an employee can contact Human Resources.

**AGREEMENT BETWEEN YORK COUNTY  
AND THE  
TOWNS OF ACTON AND SHAPLEIGH**

**"LAW ENFORCEMENT SERVICES"**

This agreement EFFECTIVE the **1st** day of **January, 2023** by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and the TOWNS OF ACTON AND SHAPLEIGH, 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 Towns are 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 Towns of Acton and Shapleigh 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 the Towns 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 Towns practicing the tenets and philosophy known as Community Policing. The assigned deputy will work within the corporate limits of the Towns full-time for hours as mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Towns of Acton and Shapleigh, 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 Towns 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 each 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, York County Patrol Association Collective Bargaining Contract and the York County Sheriff's Office Policies and Procedures Manual.

**AGREEMENT BETWEEN YORK COUNTY  
AND THE  
TOWNS OF ACTON AND SHAPLEIGH**

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 Acton/Shapleigh	as prepared
Monthly categorical summary of calls for service	15 <sup>th</sup> of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 <sup>th</sup> of following month
Copies of approved collective bargaining agreements Agreement that pertain to deputy assigned to Acton and Shapleigh	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 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 assigned to that patrol area of the County 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 Acton/Shapleigh or permanent re-assignment of any deputy out of Acton/Shapleigh. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days. In the event the deputy is reassigned or the position is vacated the Town is not responsible for any costs. During that time period, the Town's law enforcement services will be provided by the regular/routine patrol deputy assigned to that patrol area of the County.

F. York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the assigned deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy as soon as practical unless the parties agree to alternative arrangement. York County shall allow and invite a representative(s) from each Town to participate in the hiring of the deputy.

G. York County agrees to maintain the vehicle assigned to the deputy 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 Towns understand 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  
TOWNS OF ACTON AND SHAPLEIGH**

- H. 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 Towns of Acton and Shapleigh as participants in this process. However, final decisions regarding employment reside with the Sheriff.
- I. Because the Collective Bargaining Agreement and County policies control the terms and conditions of a deputy's employment, in the event of a conflict between language in this Agreement and those documents, the language in the Collective Bargaining Agreement and the County policies will control,

**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 on the **1st day of January, 2023** and terminating, **31<sup>st</sup> day of December, 2023**, 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.

**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 #5 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 bi-annual installments, April and October.
- 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 liabilities 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



**AGREEMENT BETWEEN YORK COUNTY  
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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.*

**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**

Each 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 the final determination on said issues. York County agrees to receive and consider, in good faith, all inquiries and requests made by each Town. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with York County.

**8. TERMINATION**

This contract shall expire **December 31<sup>st</sup>, 2023** unless extended as set forth in Section 9 hereof. Either party may cancel this agreement prior to the expiration date by giving 30 days written notice to the other party and specifying the termination date. If the Towns cancel this Agreement, they will be responsible for costs associated with the services under this Agreement through the designated termination date.

**9. EXTENTION**

Unless terminated on notice as agreed in the above provision, the 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 days from the date of expiration, unless one party shall notify the other party in writing that 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.

**AGREEMENT BETWEEN YORK COUNTY  
AND THE  
TOWNS OF ACTON AND SHAPLEIGH**

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 TOWNS OF ACTON AND SHAPLEIGH, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town's 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 \_\_\_\_\_

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 \_\_\_\_\_

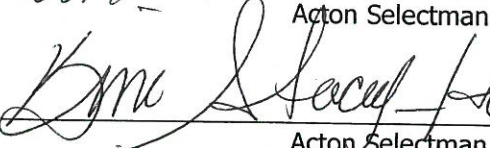
IN THE PRESENCE OF:            TOWNS of ACTON AND SHAPLEIGH


By:   
Acton Selectman

  
Shapleigh Selectman

  
Acton Selectman

  
Shapleigh Selectman

  
Acton Selectman

  
Shapleigh Selectman

**JOB DESCRIPTION**

County of York



Human Resources

**CAPTAIN  
DIRECTOR OF PROFESSIONAL  
STANDARDS**

**SHERIFF'S OFFICE**

**Status:** Full-time

**FLSA:** Non-Exempt

**Salary:**

**Union:** Teamsters

**Reports to:** Sheriff or Designee

**JOB SUMMARY**

Responsible for meeting the jail requirements set by the Sheriff, state, and certifications board(s) by directing, managing administering the Staff Development, Training, Internal Affairs and Criminal Investigation Functions at the jail: in compliance with Maine law, Maine jail standards, professional correctional practices.

Ensures fairness and maintains the public trust and confidence in the Sheriff's Office and Jail. Work includes planning, organizing, directing, communicating, investigating, and scheduling staff.

**SUPERVISION RECEIVED AND EXERCISE**

Works under the general supervisor of the Sheriff, Chief Deputy, Jail Administrator, or designee.

## ESSENTIAL DUTIES

1. Be committed to the mission of the Sheriff.
2. Investigates known or suspected criminal activity which occurred at the jail, or involves inmates, visitors, or staff at the jail.
3. Investigates inmate grievances or complaints pertaining to allegations of improper activity or misconduct by inmates, visitors, or staff.
4. Investigates staff or visitor complaints pertaining to allegations of improper activity or misconduct by inmates, visitors, or staff.
5. Collects and processes evidence in accordance with the Sheriff's Office and the best practices in support of potential criminal prosecution.
6. Ensures effective prosecution of criminal activity by preparing and submitting investigative reports and information to the appropriate prosecuting agency.
7. Responds to requests from outside law enforcement agencies for information and intelligence related to individuals within the jail, including requests related to the inmate telephone system.
8. Meets correctional standards and professional practices by researching, analyzing, and planning staff training and professional development.
9. Designs and develops system improvements by conferring with departmental personnel and other correctional professionals.
10. Assists in the budget planning process by ensuring appropriate data and evaluations are compiled for the Jail Administrator.
11. Complies with federal, state and accreditation requirements by studying existing and new legislation; anticipating future legislation; enforcing adherence to requirements; advising management on needed action.
12. Maintains employee retention strategies by working with the County's Human Resources Department and the Sheriff's Office Training Director on recruiting, selecting, orienting, and managing the training of employees.
13. Maintains professional and technical knowledge by attending educational workshops, establishing personal networks, participating in professional societies.
14. Ensures preparation of the facility for accreditation inspections by coordinating, developing, reviewing, approving and implementing national Standards and Best Practices.
15. Ensures compliance with the Maine Jail Standards and National Standards by reviewing, auditing, writing, developing, and implementing policies and procedures.
16. Ensures that staff and support personnel are trained by coordinating the department's in-service and certification training program(s).
17. Ensures staff has proper uniforms and equipment to perform assigned duties.
18. Other duties may be assigned from time to time by the Sheriff Management Team.

*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.*

## **KNOWLEDGE & SKILLS**

1. Knowledge of relevant laws, rules, and regulations pertaining to law enforcement.
2. Knowledge of law enforcement principles, practices, methods, techniques, and equipment.
3. Knowledge of security procedures.
4. Knowledge of basic first aid procedures.
5. Skill in managing situations firmly, courteously, tactfully, and impartially.
6. Skill in interviewing, and obtaining information regarding cases, defendants, and expected behaviors.
7. Skill in care and use of a firearm.
8. Skill in effectively communicating both verbally and in writing.
9. Skill in establishing and maintaining effective working relationships with employees, other agencies, and the public.

## **MINIMUM QUALIFICATIONS**

- Must be 21 years of age or older.
- High School Diploma or GED.
- B/S Degree in Criminal Justice and/or job-related experience, training and knowledge in corrections preferred.
- Minimum of (3) years supervisory / management experience.
- Must successfully pass a pre-employment medical examination, including fingerprint, criminal background check, and reference check.
- Able to read and write at a level necessary to master the law enforcement basic training course.
- Good character and reputation.
- Must be able to provide proof of U.S. citizenship or legal right to work in the United States.
- Valid Driver's License w/ acceptable motor vehicle record.

### **Preferred Qualifications**

- Maine Criminal Justice Academy full-time corrections or law enforcement officer certification or full-time corrections or law enforcement officer from another state that is accepted by the Maine Criminal Justice Academy.
- 5+ years of experience in law enforcement and/or corrections.

## **PHYSICAL REQUIREMENTS**

The physical requirements described here are representative of those that must be met by the incumbent to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, stand, walk, run and climb stairs. Requires repetitive movement. Requires contact with others (face-to-face, by telephone, or otherwise). Requires writing memos and letters which convey information or analysis. Job includes conflict situations. Requires dealing with violent or physically aggressive people. Requires dealing with unpleasant, angry or discourteous people.

Requires making decisions that impact the results of co-workers, inmates, or members of the public. Requires making decisions that affect the financial and material resources and/or the image and reputation of the organization. Requires meeting strict deadlines. Requires leading or working with others in accomplishing work activities.

The employee is occasionally required to use hands to finger a standard computer keyboard, use a computer, handcuffs, pepper spray, restraining devices, firearm, ECW device (Taser), telephone, radio, printer, copier, and cell phone.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by the job include close vision, distant vision, depth perception and the ability to adjust focus. Required to operate a motor vehicle.

Must attend or complete required training as established by the Sheriff or designee. This position is required to serve as the jail Duty Officer on a rotating basis. Duty Officers may be required to respond to the jail or other location 24 hours per day, 7 days per week.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those the incumbent encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Requires working in bright or inadequate lighting conditions. Includes the possible exposure to contaminants, disease, or infection. Exposure to noise levels that are distracting or uncomfortable. Requires repeating the same physical activities or mental activities over and over. Job tasks are performed in close proximity to other people. Requires working indoors in environmentally controlled conditions.



## SPACESAVER CONTRACT PRICING SOURCEWELL STORAGE CONTRACT #010920-SPC

Customer Name & Project	York District Attorney's Office - Mechanical Assist System
Today's Date	November 22, 2022
Spacesaver Distributor:	Donnegan Systems
Salesperson	Dan Clifford

PRODUCT	LIST	Contract Discount %	Sourcewell Discount	Sourcewell Member Net Price
Standard Mobile & Wheelhouse Products	\$ 38,462.50	42.7%	\$ 16,423.49	\$ 22,039.01
4 Post & Case Type Shelving	\$ 28,668.87	42.9%	\$ 12,298.95	\$ 16,369.92
Cantilever Shelving	\$ -	FALSE		
RaptorRAC® Wide Span Shelving	\$ -	FALSE		
Storage Products (including Lockers, Doors & Drawers, Art Racks, UWR )	\$ -	FALSE		
Xtend®High Bay Shelving, ControlLOC and ActivRAC® Stainless Steel	\$ -	FALSE		
ActivRAC®Heavy Duty Racking Systems (excluding stainless steel)	\$ -	FALSE		
Day Use Lockers	\$ -	FALSE		
Day Use Locks	\$ -	FALSE		
Viking Museum Cabinets	\$ -	FALSE		
<b>TOTALS</b>	<b>\$ 67,131.37</b>		<b>\$ 28,722.43</b>	<b>\$ 38,408.94</b>
			<b>Total Contract Items</b>	<b>\$ 38,408.94</b>

**Purchase Order Address:**


Donnegan Systems
170 Bartlett Street
Northborough, MA 01532

Installation	\$ 26,245.00
Freight	\$ 6,875.00
Material Surcharge	\$ 9,398.39
Off-Contract Sell Price (Manufactured/Supplied by Spacesaver)	\$ -
Off-Contract Sell Price (Supplied by Other vendors)	\$ 43,225.00
<b>Total Project Amount</b>	<b>\$ 124,152.33</b>



# YORK COUNTY DISTRICT ATTORNEY

DAN CLIFFORD  
JANUARY 12, 2023

 DONNEGAN SYSTEMS, INC.



# CORPORATE OVERVIEW

## STORAGE SOLUTIONIST

Donnegan Systems was established in 1976 and is a storage solutions provider offering space planning and innovative storage solutions. We handle various industrial, distribution, manufacturing, office, public safety, agriculture, higher education, healthcare, and commercial projects in the New England and Eastern New York markets.

Donnegan Systems is a leader in providing value-added storage solutions to our customers by creating a successful partnership with them throughout the entirety of the project. We pledge to establish lasting relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance by every member of the Donnegan Systems team.

## OUR MISSION

Dedication to providing quality products, technical and management services to our customers. We will strive to implement a long-term relationship with our clients based on safety, quality, timely service, and anticipating their needs. To help fulfill this mission, we will treat all employees fairly and involve them in the quality improvement process to insure responsiveness and cost-effective work execution.



## TESTIMONIAL

"We are very pleased with the start-to-finish process that Donnegan had provided. The system operates exactly as promised and I am very pleased how everything went.

I want to give high praise to ALL the individuals who were here on site getting the system up and running. They were extremely courteous and showed up on time when they were expected. Communication was flawless with the crew when it came to giving status updates. In today's given workforce pool, Donnegan definitely has some great employees!" - *Production Manager*

"The end result is a system that fulfills all of my requisites and perfectly fits all of our delicate inventory. To say I am thrilled with the end product is an understatement - I am over the moon with how great this experience has been.

Thank you all so much for your help and for providing such superior products and service!" - *Archivist*



# YORK COUNTY DISTRICT ATTORNEY

KATHY SLATTERY

208 GRAHAM STREET  
BIDDEFORD, ME 04005

Thank you very much for this opportunity and your business!

Date:	January 12, 2023
Proposal:	DONN-10522.R1
Presented by:	Dan Clifford
Office:	(800)222-6311 ext. 223
Cell:	(508) 723-4571
Fax:	(508)393-3974
Website:	<a href="http://www.donnegan.com">www.donnegan.com</a>

**It is understood that the recommendations herein are intended for consideration only by your organization and that the detailed operating advantages are obtainable through the integrated utilization of Donnegan Systems, Inc.'s products and services. Under no circumstances should this information be supplied to anyone not authorized by Donnegan Systems, Inc.**

**Donnegan Systems, Inc.  
170 Bartlett Street  
Northborough, MA 01532**

*\* This proposal is valid for 14 days*



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# 1

## EQUIPMENT SPECIFICATIONS

### **Mechanical Assist Option - 10'-6" System**

- Spacesaver mechanical assist 3-spoke ergonomic handles as per drawing dated 11/29/22
- Safety locking pins on each handle
- Rails leveled with continuous hydraulic grout
- Plywood entry ramp
- Plywood sub floor leveled throughout system
- Provide and install 1/8" VCT floor covering on sub floor and ramp
- Static sections on platforms for continuous height and design of system
- Laminate face panels - color TBD
- Powder coat paint - color TBD
- Four post shelving - through shelving design
- One single face static 16"D and three double face carriages 32"W for box storage
- One single face static 12"D and four double face carriages 24"W for file storage
- Six (6) levels of storage per section - all ranges
- Three (3) adjustable file dividers per shelf - only on file storage ranges
- Open shelving with no dividers for box storage - center stop on through shelving
- Reference shelves - One per aisle
- Metal back panels on single faced static sections
- Rail skirt trim
- Center stops on double face and back stops on single faced shelving sections



## File Conversion Services

- Letter size, double reinforced end tab, 14 point, manila folder
- File conversion of active files, existing active files from Biddeford, Springvale, York and Alfred locations to be converted to new file folders
- Preprint color coded end tab strip labels from data base and attach to manila folders for conversion
- Provide new custom color coded strip label design - customer to sign off on design prior to manufacturing all folders
- Alfred - approximately 4,100 active files, 546 Drug files and 2,184 domestic violence files, remove from existing file folders (keep folder jacket with hand written information on them inside new folder), match existing folder and contents of new preprinted folder - drop contents into new folder. File folders will be transported to Biddeford location and uploaded into new file system
- Biddeford, York and Springvale - approximately 6,500 active files and 3,966 juvenile files - match existing folder and contents of new preprinted folder - drop contents into new folder. File folders will be transported to Biddeford location and uploaded into new file system.
- Active files will be placed on new file system shelves in alphabetical order. File system will allow for growth on each shelf equally throughout the system.
- Existing closed files will be boxed in current alphabetical order (taken off the shelves in existing order alphabetically) Donnegan to provide boxes
- Boxed Closed files will taken to Biddeford and placed on new file system in Alphabetical order by Court - Each court will have their closed cases separately filed apart from the other courts. No interfiling of closed documents
- District Attorney Office to provide a data base for all active files, in alphabetical order, with data needed to generate the new strip labels on folders.
- Data test to be preformed on site to determine accuracy of data base provided
- Based on data test, Donnegan will have a better understanding of the accuracy and if any cost adjustments need to be adjusted (creating new file folders onsite)
- Provide new web based software for DA's office to print strip labels for new files generated. Provide 600 strip labels (100 pages of 6) for new files. Provide software training and install



# 2

## INVESTMENT PROFILE

<b>All Rooms for pricing</b>	<b>Total Price</b>
<b>Product:</b> <ul style="list-style-type: none"><li>• Mechanical Assist Option : - \$80,927.33</li><li>• File Conversion Services and Supplies : - \$41,725.00</li></ul>	<b>\$60,130.33</b>
<b>Installation:</b> <ul style="list-style-type: none"><li>• Donnegan Systems, Inc. to deliver and install</li><li>• Installation to take place during normal business hours M-F</li><li>• Non-Union Rate</li></ul>	<b>\$55,637.00</b>
<b>Freight:</b> <ul style="list-style-type: none"><li>• Freight charges, warehousing for 3 weeks, redelivery to site, inside delivery and trash removal</li></ul>	<b>\$8,385.00</b>
<b>Total Price</b> * State Sales Tax, if applicable, is not included *	<b>\$124,152.33</b>



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## Acceptance

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**Donnegan Systems, Inc.** President Donnegan Systems

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**Donnegan Systems, Inc.** Dan Clifford

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**Customer:** York County District Attorney

*Notes:*

- 1. Please circle or fill in the above selections at the time of order placement.*
- 2. Pricing is based on standard finish selections. All custom paint finishes (indicated by bold print or in the metallic family) have an up-charge.*
- 3. It is the customer's responsibility to see that the above checklist items have been addressed before the submittal of the purchase order.*

**Purchase Orders:**

Purchase orders should be made out to the following:

Donnegan Systems, Inc.  
170 Bartlett Street  
Northborough, MA 01532  
Fax# (508)393-5601

Please include finish selections, ship to address, contact name and phone number on your purchase order.

**Installation and Support:**

All installation work is performed by insured and factory-trained system installers, ensuring high-quality workmanship and accountability. Donnegan Systems, Inc. will coordinate installation with your schedule. All labor is based on straight time labor during normal working hours (7 a.m. to 3:30 p.m.). If overtime is required, additional costs will be incurred.

**Terms and Conditions:**

Enclosed are the standard terms and conditions of Donnegan Systems, Inc. Please note that a non-refundable down payment of one-half of the contract amount is due within ten calendar days of contract award.

**Leasing Options:**

Leasing options are now available. Leasing payment plans eliminate the need to fund the total purchase price, maintain your company's capital, and free up valuable bank credit lines. Please let us know if you want more information about this payment option.





# 3

## CUSTOMER ACCEPTANCE

### FINISH SELECTION & ORDER ENTRY PROCESS

#### **Finish Selection:**

- End Panels: \_\_\_\_\_ (if applicable, see appendix)
- Shelving: \_\_\_\_\_ (if applicable, see appendix)
- Lockers: \_\_\_\_\_ (if applicable, see appendix)
- Type of Floor Covering: \_\_\_\_\_ (if applicable, see appendix)

#### **Order Entry Checklist:**

- Sign off on drawing: \_\_\_\_\_
- Sign off on proposal description: \_\_\_\_\_
- Submittal of purchase order: \_\_\_\_\_
- Submittal of one-half deposit: \_\_\_\_\_



4

## SCHEDULE OF VALUES

### Schedule of Contract Values

Donnegan Systems, Inc.

Project Name: York County District Attorney

Total Project Value: **\$124,152.33** \* Does not include State Sales Tax

Item No.	Description of Work	Total
1.	½ Deposit for Material Release - Due at time of order	\$62,076.17
2.	2 <sup>nd</sup> Payment - Due on shipment of product from manufacturer	\$31,038.08
3.	3 <sup>rd</sup> Payment - Due upon completion of product installation	\$31,038.08
<b>Grand Total:</b>		<b>\$124,152.33</b>



# 5

## STANDARD TERMS AND CONDITIONS

The following are the standard terms and conditions of sale for Donnegan Systems, Inc., and will necessarily be made part of any contract resulting from this proposal.

### **FIELD VERIFICATION:**

In the event that Donnegan Systems cannot take field dimensions before placing the order with the manufacturer, the customer will incur additional costs if the as-built drawings differ from the original design drawings.

### **DELIVERY (Dock, Elevator and Dumpster):**

Donnegan Systems, Inc. will notify your designated contact person twenty-four (24) hours prior to delivery. Dock space and/or elevator availability will be arranged by you and made available at no cost to Donnegan Systems, Inc. A dumpster for removal of all shipping and packing materials will be provided at no charge to Donnegan Systems, Inc. the dumpster must be conveniently located and easily accessible at all times during the installation of the equipment.

### **STORAGE:**

If, for any reason, you are not ready to receive the materials and storage is required, storage and handling fees will be added to your invoice.

### **SPACE REQUIREMENTS:**

The space shall be ready for installation and free and clear of all obstructions. If it is not and there is a resulting delay, then the additional person-hours will be billed. The space shall be adequately lit. If additional lighting is required to perform the work safely, the additional cost will be invoiced. It is your responsibility to be certain the space is suitable for the installation of this equipment, i.e., adequate fire protection, clearances, and floor load capacity.

### **FIRE CODE:**

It is the customer's responsibility to verify that the shelving system height is verified on-site prior to placing the purchase order to ensure that proper clearance is maintained.

### **FREIGHT:**

Due to volatility in freight charges, the shipping cost provided on this quote is an ESTIMATE only. Freight costs and the number of truckloads may change. The actual freight cost will be charged at the time of shipment OR on the final invoice. This estimate assumes the product ships in an enclosed van. The freight estimate does NOT include flatbed truck, special equipment, special skidding, or packaging unless the customer specifies at the time of the quote request. Additional charges such



# 6

## CONDITIONS OF CONTRACT

1. It is agreed by the purchaser that this contract, when accepted by the seller, is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it, and that
2. Title to the goods described on the fact hereof shall not pass until the purchase price is paid in full. The purchaser hereby grants a security interest in said goods to secure payment and performance to the seller. It is mutually agreed that the billing of such goods is for convenience only; and does not carry the title with it, and that
3. In case of default of payment, or in case of removal of said goods or any part thereof without the consent of the seller, or in the event the purchaser shall mortgage or part with the possession of the said property, voluntarily or involuntarily, without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and cost shall be added to it, and that
4. In the event that the sale or use of the merchandise herein is subject to any Federal, State, Municipal, or other tax, now or hereafter enacted, the amount of any such tax shall be added to the purchase or rental price.
5. The seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder because of fire, strikes, war, or other emergencies, whether national or state, or due to controls, laws, or regulations issued by any Nation or State, or any political subdivision thereof, or other causes beyond its control. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, FUNCTIONING, OR CUSTOMER'S USE OF THE GOODS.
6. All claims for shortage must be made within five (5) days from receipt of goods.
7. Any Equipment sold hereunder is warranted to be in satisfactory operating condition when delivered. Should any part prove defective in material or workmanship during the warranty period, replacement of same will be made without charge. Buyer shall permit full and free access to perform these services when equipment is not portable; otherwise, Buyer shall return equipment for service at



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its expense. This warranty does not include replacing parts due to misuse, neglect, damage, burned-out motors, or fuses.

THE FOREGOING WARRANTY AND LIMITATIONS ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. To the extent any other written agreement between the parties specifically covering the sale of equipment goods is inconsistent, and such other written agreement shall take precedence over these standard conditions.

9. This contract is subject to our credit department approval. This quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of the quantity ordered.

10. Deliveries are subject to delays from fires, strikes, and other causes beyond our control. We reserve the right to correct clerical errors.

11. This contract shall be construed in accordance with the Laws of the Commonwealth of Massachusetts.

12. Payment terms are 50% with the order, 25% upon shipment from the manufacturer, and the balance 30 days after acceptance.

13. Under any resulting contract, Donnegan Systems, Inc. will retain a security interest and retain all rights as a secured creditor under the Uniform Commercial Code until all checks have been cleared and payment in full has been received. In the event of default, the customer shall pay all collection expenses, including attorney fees

Accepted:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_



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as detention fees, re-consignment, refusal/re-delivery, and other unforeseen carrier charges will be added to final freight billing. Shipping and delivery dates are approximate and are not a guarantee of shipment or delivery on any particular date. Time shall not be of the essence of the contract. Seller shall not be liable for delays in or failures of delivery due to strikes or labor troubles, supplier's delays, accidents, fire, flood, acts of God, action by a governmental authority, changes requested by Buyer, or other causes beyond its reasonable control. Suppose the shipment is delayed at the request of the Buyer. In that case, the Buyer shall make payment as though shipment had been made as specified and for any expenses incurred by Seller due to Buyer's request in delaying shipment; and the material shall be stored at the Buyer's risk and subject to reasonable storage charges.

**INSTALLATION:**

Installation is in addition to the price of the materials. Labor is planned as straight time unless otherwise noted. Overtime occurring not at Donnegan Systems, Inc.'s discretion will be added to your invoice.

**TAXES:**

All applicable sales taxes, as required by law, will be billed.

**PAYMENT:**

This system has been specially designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 50% of the contract amount is due with order, 25% upon shipment from the manufacturer, and the balance 30 days after acceptance. One and one-half (1 1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. A hold-back of reasonable value is allowed if the installation is not totally complete upon final invoicing without incurring interest charges.

**WARRANTY:**

The system is warranted against defects in materials in accordance with the given manufacturer's warranty.

**INSURANCE CERTIFICATES, PERMITS AND FEES**

We reserve the right to pass on any additional costs to obtain insurance certificates, building permits, or miscellaneous fees that have not been previously identified and/or specified in our proposal but are required to complete the project.

**CHANGE ORDERS AND OR CANCELLATION:**

If, for any reason, you cancel the order, any cancellation, restocking, and handling charges will be invoiced. Change orders requested after receiving your purchase order may also incur additional charges.

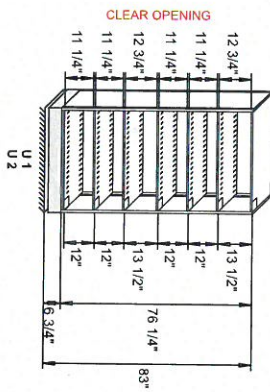


# 7

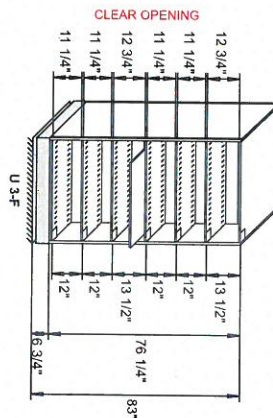
## APPENDIX

# YORK ME, COUNTY OF - DISTRICT ATTORNEY'S OFFICE - ELEVATIONS

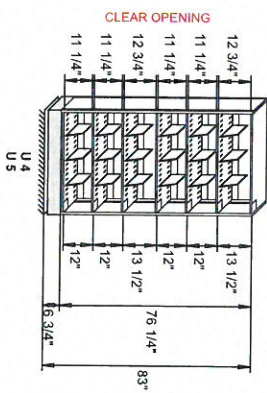
STATIONARY / MOBILE - 4-POST  
48" W x 16" & 32" D



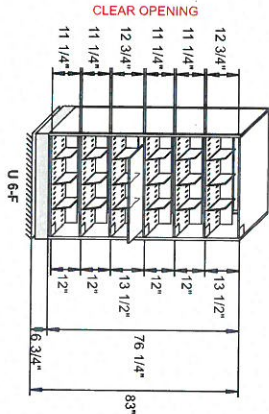
MOBILE - 4-POST  
48" W x 32" D



STATIONARY / MOBILE - 4-POST  
48" W x 12" & 24" D



MOBILE - 4-POST  
48" W x 24" D



Project Name: YORK ME, COUNTY OF

Salesperson:  
CLIFFORD, DANIEL

Scale  
1/4" = 1'



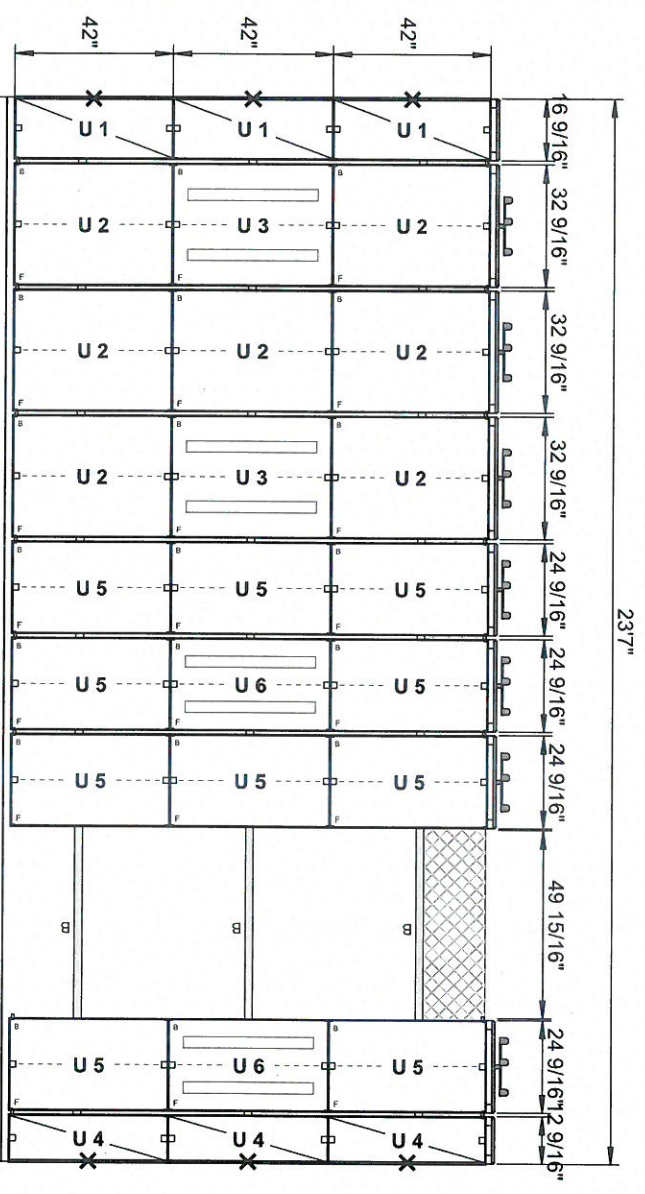
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Project #:		APPROVAL	
Drawn By:	AL	This drawing Approved By:	_____
Date Printed:	11/29/2022	Dated:	_____
Rev level:			



# YORK ME, COUNTY OF - DISTRICT ATTORNEY'S OFFICE - M/A

## FLOOR PLAN



Project Name: YORK ME, COUNTY OF

Salesperson:  
CLIFFORD, DANIEL

Scale  
3/8" = 1'

Rev/level:

Project #:	APPROVAL
Drawn by:	This drawing Approved By:
AL	_____
Date Printed:	Dated _____
11/29/2022	



M/A

### System Weight Summary Report

Total media weight	23,040.00 lbs	
Total equipment weight	8,989.30 lbs	
Total picklist weight	0.00 lbs	
Total aisle weight (15 lbs/ft²)	1,732.11 lbs	
Total system (media, equipment and aisle) weight	33,761.41 lbs	
Total Foot-Print area	323.03 ft²	
Total weight load per square foot (avg unit load)	104.51 lbs/ft²	
Maximum Deflection Allowed is:	L/700	
Weight load (line load*) under front rail	10,572.29 lbs	448.30 lbs/ft
Weight load (line load*) under rail no. 2	10,945.21 lbs	464.11 lbs/ft
Weight load (line load*) under back rail	9,890.43 lbs	419.38 lbs/ft

\*Line Load calculations do not include weight of adjacent static shelving, floor, ramp, or aisles.

Filing Capacity	M/A
Actual LFI	11,520*
Nominal LFI	12,096*
Actual LFF	9600*
Nominal LFF	10080*
<input checked="" type="checkbox"/> Include Existing	

<b>CURRENT CAPACITY:</b>	<b>FILES - 4,932 LFI</b>
<b>PROPOSED CAPACITY:</b>	<b>BOXES - 220 BOXES</b>
	<b>FILES - 6,480 LFI</b>
	<b>BOXES - 378 BOXES</b>
<b>% PERCENT INCREASE:</b>	<b>FILES - 31%</b>
	<b>BOXES - 71%</b>

Project Name: YORK ME, COUNTY OF

Salesperson:  
CLIFFORD DANIEL

Scale  
3/8" = 1'

Rev level:

Project #:	APPROVAL
Drawn By:	This drawing Approved By:
AL	_____
Date Printed:	Dated: _____
11/29/2022	



The Document and Storage Management Professional

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*Robert L. Andrews*  
*District 1*

*Richard R. Dutremble*  
*District 2*

*Justin Chenette*  
*District 3*

*Donna L. Ring*  
*District 4*

*Richard Clark*  
*District 5*

**COUNTY COMMISSIONERS**  
**COUNTY OF YORK**

45 Kennebunk Road  
Alfred, Maine 04002

(207) 459-2313  
Fax (207) 324-9494

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

*Gregory T. Zinser*  
*County Manager*

*Kathryn A. Dumont*  
*Assistant to the Manager*

*Lorene B. Lemieux*  
*Finance Director*

*Linda M. Corliss*  
*Deputy County Manager*  
*Human Resource Director*

January 18, 2023

Mr. and Mrs. Kevin Fallen  
62 Chicopee Road  
Buxton, ME 04093

Re: Appeal of Abatement Denial  
Map 1, Lot 137-1A  
Buxton, ME

Dear Mr. and Mrs. Fallen:

The Commissioners met December 21, 2022 and considered your appeal to the Commissioners of the abatement decision by the Buxton Selectmen. The Commissioners reviewed and considered documents submitted by you in their decision. You did not appear at the hearing and therefore, technically, defaulted. Nonetheless, the Commissioners made a decision on the merits of the appeal as set forth below.

1. The Fallens are the owners of a home and function hall in Buxton, Maine, Map 1, Lot 137-1A.
2. On September 23, 2022, the Town of Buxton Selectmen informed the Fallens that the Assessor had reduced their assessment by \$21,800.
3. On October 12, 2022, the Fallens filed an application for an appeal to the Commissioners citing as a basis for the abatement that "Several points in appraisal are incorrect."
4. The assessing agent for the Town of Buxton, Robert Gingras, appeared on behalf of the Town of Buxton and requested that the appeal be denied for the Fallens' failure to appear and present evidence.

5. The Commissioners inquired of Mr. Gingras whether he knew the basis for the Fallens' appeal. Mr. Gingras said he did not; only that the complaint was that the reduction in value was still too high.
6. Commissioner Ring observed that the appraisal submitted by the Fallens was almost a few years old, dated April 23, 2021, and was not a current representation of fair value.
7. In the absence of appearance, argument or presentation of evidence by the Fallens, the Commissioners accepted the testimony of assessing agent Robert Gingras that the assessment, as adjusted, represented just value of the property.
8. Commissioner Clark moved to deny the appeal, seconded by Commissioner Dutremble. The Commissioners voted unanimously to deny the appeal.

You may appeal this decision to the Superior Court within 30 days in accordance with Rule 80B of the Maine Rules of Civil Procedure.

Sincerely,

Gregory T. Zinser  
York County Manager  
GZ/kad

c: Frances Pulsoni, Selectmen Chair  
Robert Gingras