

1 **COMMISSIONERS WORKSHOP ON AMERICAN RESCUE PLAN FUNDING**

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3
4 **AUGUST 4, 2021**

5
6 *YORK,ss*

7
8 At a Workshop of the County Commissioners of the County of York, begun and
9 holden at the York County Government Building in Alfred, within and for the County of York,
10 being held on Wednesday, August 4, 2021 A. D. at 3:00 P. M.
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12
13 **COMMISSIONERS PRESENT:**

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15 Richard R. Dutremble
16 Richard Clark
17 Robert Andrews
18 Allen Sicard
19 Donna Ring
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23 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the
24 meeting.
25

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

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28
29 County Manager Greg Zinser explained that this meeting would commence in a workshop forum
30 and begin with county requests.
31

32 Commission Chairperson Richard Dutremble stated that in the fifteen years that he has been with
33 York County he has found that it is difficult to upgrade county properties. Some of these items
34 (on the list of county requests) will be accepted by him as well as perhaps also some other
35 projects throughout the county.

36 Commissioner Donna Ring added that she has been with the county for 40 years and believes
37 this is a wonderful opportunity to take care of our (county's) properties. We struggle to get
38 capital monies for projects, continued Commissioner Ring. She continued that most of these are
39 needed and necessary and that she understands numbers (costs) could change. She stated that
40 she is very supportive of all of this and that she assumes we will get actual numbers later on.
41

42 Commissioner Sicard asked about the procedure and would they be reviewed line by line and
43 then each item be voted on to move forward but more information is needed or we vote
44 something down. Then, we will know which projects we will need more information on,
45 commented Commissioner Sicard.

46 Commissioner Dutremble replied that he believed the Commissioners should vote on those
47 (requests) they are not going to accept.

48 Commissioner Clark commented that he has a concern that these numbers are not flushed out
49 and may end up being higher. In regard to the requests from various social service agencies, he
50 stated that he doesn't want to pit them against each other. Commissioner Clark continued that he
51 needs real numbers but that he does support them in the abstract. He added that it is very rare
52 something comes in lower than your estimate and that everyone needs to keep this in mind. He
53 stated that he is comfortable voting in principal to look at these but that he wants more specific
54 numbers.

55 Commissioner Sicard responded that he seconds Commissioner Clark's comments and that they
56 can agree in principal but that the Commissioners want a firm number before they give it a go.
57 Commissioner Dutremble added that a contingency fund of 10% of any project should be added
58 if the vote is in the affirmative.

59 The County Manager agreed and added that it's fair to say but for the more specific projects on
60 the list, should you agree in concept, that would be an appropriate thing to move forward on. We
61 will not be spending this money right away. Over the coming year, we will be getting the firm
62 costs. County Manager Zinser stated that he would be asking for a commitment on the planning
63 and engineering money as we will need this money now.
64

65 County Manager Zinser reviewed the list (attached as record to the minutes). Jail building-
66 HVAC upgrades, medical wing negative pressure rooms and roof units – The County Manager
67 explained that the estimates given are based on general conversations that we have had with our
68 various vendors. County Manager Zinser continued that the system is over 20 years old. The
69 septic upgrades deal with putting in a grinding machine such as was recently completed at the
70 Windham correctional center.

71 Commissioner Clark asked if there was a firm number of what the engineering would cost as
72 without good numbers, he doesn't know where he is going with this. He added that he would
73 like to see the engineering sooner than later get done on this. Commissioner Clark continued
74 that this should be done properly and that the amount of water that goes through the system is of
75 value.

76 Commissioner Ring stated that the Windham facility is much larger than the York County jail.
77 County Manager Zinser explained it's more the (cost of the) equipment.
78 He explained that he has aggregated (all of the projects) together for a cost of \$500,000 for
79 engineering and planning.
80

81 Commissioner Sicard motioned to approve the (engineering for the) first 2 projects at the
82 Sheriff's Office. Commissioner Ring seconded the motion.

83 DISCUSSION: Commissioner Clark stated that he is not ready to spend the funds and that he
84 will only approve for engineering.

85 Commissioner Sicard replied that is his motion.

86 Commissioner Clark stated that the Commissioners must wait to vote at their meeting, not at a
87 workshop.

88 Commissioner Sicard withdrew his motion.
89

90 The County Manager explained that at the Government building there is a request for roof top
91 ventilation upgrades with an estimated cost of \$200,000.00.

92 County Manager Zinser added that there is a request for pandemic operations improvements/
93 collaboration center with an estimated cost of \$3 million.

94 He continued that this is an opportunity for us in the county to fund additional money mitigation
95 tactics and additional planning. This would allow us to completely rehab G & H block and go up
96 an additional story. The County Manager continued to explain that EMA became a warehouse
97 during the pandemic. There was not enough room for supplies and they are in trailers now. We
98 believe that we will be in a cycle of pandemic response for a long time.
99 In response to our own governmental operation, we propose to renovate the rest of this building
100 by taking out a wall and triple the size of the meeting room. This would increase seating
101 capacity to 90.
102 Commissioner Clark asked what the current funding from FEMA is? County Manager Zinser
103 replied, \$400,000 and we had \$300,000 in reserve.
104 Commissioner Clark asked if the \$3 million contemplates a second floor as there is no elevator in
105 the drawings. County Manager Zinser replied that they haven't pursued this yet. Those costs
106 would present themselves quicker as engineering has already been done for G&H block.
107
108 Courthouse projects include air quality upgrades with an estimated cost of \$750,000. Currently
109 the courthouse has 88 units that are the radiator type style. This cost includes the purchasing of
110 ionizers and the replacements of handlers themselves.
111 Commissioner Clark asked if the State has announced an opening for courthouse in Biddeford?
112 County Manager Zinser replied early in 2023. Facilities Manager, Rick DeRochemont heard
113 February 2023.
114 The next item on the list are temperature sensing cameras at the courthouse with an approximate
115 cost of \$250,000. These would serve two purposes- when the State does leave, the goal would
116 be for a court security person to have cameras and be the eyes of the building as well as checking
117 temperatures of people entering the building.
118 Commissioner Ring asked if monitoring (of temperatures) with the sensory camera would still
119 take place after COVID? The County Manager replied that he hasn't looked into that part.
120 The next item is the Deeds room layout that also includes a design plan in the Commissioners'
121 packets. Register of Deeds, Nancy Hammond, addressed the Board. She explained that the
122 drawings show two service windows on either side of the doorway and that the door would be
123 kept closed. Right now, we are keeping the public out, she explained and we have to lift a chain
124 to go out and wait on customers. This (layout) would give us a customer service area.
125 Commissioner Ring asked if this project would require a building permit? County Manager
126 Zinser stated that it probably will whereas the Sheriff's Office request is just furniture.
127 Commissioner Ring asked if the employees had any input on these ideas?
128 County Manager Zinser interjected that this design request is for a service window not a
129 workstation. All new desks were put up during COVID (in Deeds). The requested plan will
130 create more of a bubble within a room to take care of customers.
131 Commissioner Ring stated that these are very specific quotes so she wants to be sure whether or
132 not we would need permits.
133 Register of Deeds, Nancy Hammond stated that she did have a conversation with her staff
134 regarding the door having a key code so she has engaged the staff in what we are doing. She
135 added that part of her reasoning for asking for this is her employees' concerns about having to be
136 face to face.
137 Sheriff King addressed the Board and explained that he is trying to make the room more
138 functional. Currently, multiple deputies use the same furniture. His request includes mitigation

139 panels so multiple deputies can work there. The desks requested are the raiseable ones. We used
140 the same consultant who designed the State Police Barricks.
141 Commissioner Ring asked Sheriff King if there was any employee input? Sheriff King replied,
142 no.
143 Commissioner Clark asked Sheriff King how is this COVID related?
144 Sheriff King replied that the barriers and the desks have an antibacterial surface.
145 Commissioner Clark responded to the Sheriff that this should be done out of his regular budget.
146 He added, *"Let's at least try to conform to the intention of the COVID response."*
147 The next requested line is for premium pay with an amount of \$2.4 million. County Manager
148 Greg Zinser explained that the Commissioners have already committed to pay premium pay. He
149 added that he is happy to get the formulas for the Commissioners to look at.
150 Commissioner Dutremble asked if there are any employees who have retired since this?
151 The County Manager replied, no, this is only for people that are still working. It is a tiered
152 approach for the county at large. Commissioner Ring stated this is covid related and if the
153 employees worked throughout covid, they should get paid.
154 County Manager Zinser replied that usually that's only for people still working.
155 Commissioner Ring responded that it is up to the Board whether we pay people who have since
156 left.
157 County Manager Zinser replied that is within the Commissioners' purview.
158 Commissioner Clark asked the County Manager when will he have this a little more ready for
159 them to vote on? County Manager Zinser replied, September.
160 Commissioner Clark replied, then, we can have further discussions.
161
162 The next item on the list is for air quality upgrades at the Recovery Center with an estimate of
163 \$250,000.
164
165 ARP Fund Manager is the next item. County Manager Zinser introduced David Naldajian and
166 informed the Commissioners that he began working for York County on Monday.
167
168 Probate records digitization of records is the next request listed and this would include putting
169 records online instead of making it a necessity for people to come into the office. We don't have
170 an exact number for this yet, explained the County Manager but the cost would probably around
171 \$100,000.00.
172 Commissioner Clark replied that he is entirely in favor of this request but that he is not buying
173 that it is a proper expense under the COVID response. He added that he thinks the county should
174 budget for it.
175 County Manager Zinser replied that David will flush these projects out.
176 Commissioner Clark stated that they can put it in next year's budget. We need to try and follow
177 the guidelines.
178 Commissioner Dutremble stated that whatever we approve, he would like the County's lawyer to
179 look at it and make sure it follows the guidelines.
180 The County Manager replied that he has had discussions with our attorneys to familiarize
181 themselves with the guidelines as he agrees that some of the larger projects will need legal
182 advice.
183

184 Next, there is a request for a vehicle to provide for a mobile vaccine clinic at a cost of \$38,000.
185 This is a State bid and is a Ford Interceptor SUV with some modifications.
186 Commissioner Ring asked if the \$38,000 was just the vehicle cost.
187 County Manager Zinser replied the cost is \$33,000 and the rest of the money was put into outfit
188 the vehicle.
189 Commissioner Clark asked if the Commissioners were to approve this, when would it be
190 available?
191 The County Manager replied that as of two weeks ago, they had 5 available.
192
193 County Manager Zinser concluded his explanation by stating that the generalized request is for
194 \$12,670,000.
195 Commissioner Dutremble replied that the Commissioners already approved funding for the ARP
196 manager so we do not have to vote on it again.
197 The County Manager clarified that the Commissioners voted to hire the individual but that they
198 need to vote to use ARP funding.
199 Commissioner Ring asked if the deeds and Sheriff's office requests could come out of a regular
200 budget and asked if there is any surplus available from fy'21 budget?
201 County Manager Zinser replied, yes, absolutely but the question is, is it a truly legitimate use
202 of ARP funds. He continued that Deeds is a no-brainer and even in the Sheriff's Office, but, it's
203 not worth an argument so if the Commissioners say to take it out of contingency, we will do it.
204
205 County Manager Zinser explained that this concludes this portion of the workshop. He
206 suggested that maybe the discussion should now be what the Commissioners want to do at the
207 next meeting. He asked the Commissioners when do they want to have this meeting?
208 Commissioner Dutremble told the County Manager that he will get his answer at the 4:30
209 meeting.
210 County Manager Zinser replied that part of that questions is, depending what the vote is for
211 section 1, he would just want to have clarity on the other items requested as well as what about
212 the broader requests for use of funding in response to public hearings and written requests?
213 Commissioner Ring suggested this discussion take place during the first meeting in September.
214 Commissioner Clark responded that he is fine with that but that the Commissioners will have a
215 similar issue to accomplish, in that most of the requests we received had no specific requests to
216 them. That is fine but at some point, people will have to come up with plans, stated
217 Commissioner Clark.
218 Commissioner Dutremble stated that at the next meeting, the Commissioners can discuss outside
219 agencies and the ones we have a consensus to bring back and then they can give us figures.
220 County Manager Zinser stated that the theory of the next meeting is to narrow it down.
221 Commissioner Clark asked when the discussion of the training center for first responders will
222 come in?
223 County Manager Zinser replied, in September.
224 Commissioner Sicard asked why Chief Hooper's requests are not considered county?
225 County Manager Zinser responded that is up to the Board. Public sewer discussions will take a
226 huge chunk of money if the Board decides on that.
227 Commissioner Ring clarified that if the money is allocated for a specific project, when does it
228 have to be completed?

229 County Manager Zinser stated that if we obligate (the money) by 2024, we have until 2026 to
230 spend the money.

231

232 Commissioner Dutremble moved that the workshop is over. Workshop adjourned at 4:16 p.m.

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DRAFT

1 **COMMISSIONERS MEETING**

2 **August 4, 2021**

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5 *YORK,ss*

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

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12 **COMMISSIONERS PRESENT:**

- 13
- 14 Richard R. Dutremble
- 15 Richard Clark
- 16 Robert Andrews
- 17 Allen Sicard
- 18 Donna Ring
- 19
- 20
- 21

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

24
25 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**
26 **Done at workshop**

27
28 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

29 Janet Drew commented via ZOOM regarding an e-mail she sent to the Commissioners. She
30 stated that she also perused the report online regarding the ARP funds. She continued that her e-
31 mail asked that the Commissioners designate some funds for human infrastructure. Ms. Drew
32 added that she felt it was time to look a little more broadly.

33
34 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 35 a. Special Meeting of June 23, 2021
- 36 Commissioner Clark motioned to approve the minutes. Commissioner Sicard seconded the
- 37 motion. Vote 5-0.
- 38 b. Regular Meeting of July 7, 2021
- 39 Commissioner Clark motioned to approve the minutes. Commissioner Sicard seconded
- 40 the motion. Vote 5-0.

41
42 **3 TO APPROVE TREASURER’S WARRANTS**

- 43 a. Warrants dated June 16, 2021 in the amount of \$430,982.01
- 44 Commissioner Clark motioned to approve the warrant. Commissioner Sicard seconded the
- 45 motion. Vote 5-0.
- 46 b. Warrants dated July 7, 2021 in the amount of \$714,934.37
- 47 Commissioner Clark motioned to approve the warrant. Commissioner Sicard seconded the
- 48 motion. Vote 5-0.

49 c. Warrants dated July 14, 2021 in the amount of \$599,987.44
50 Commissioner Clark motioned to approve the warrant. Commissioner Sicard seconded the
51 motion. Vote 5-0.

52 d. Warrants dated July 21, 2021 in the amount of \$307,943.76
53 Commissioner Clark motioned to approve the warrant. Commissioner Sicard seconded the
54 motion.

55 Commissioner Ring spoke on a point of order to question a bonus given to an employee (listed
56 on the warrant). She stated that she did not know we gave bonuses out.
57 County Manager Zinser recommended this matter be discussed in an executive session.
58 Vote 4-1 with Commissioner Ring opposed.
59

60 **4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS**

61 None
62

63 **5 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER**

64 None
65

66 **6 NEW BUSINESS**

67 a. Discussion on ending the State of Emergency on August 8, 2021- County Manager
68 Greg Zinser explained that he is asking the Commissioners to end the State of Emergency and
69 create three new positions and that then we are asking for transfers for a pool of existing
70 employees that were temporary.
71

72 H.R. Director Linda Corliss addressed the Board.

73 i. Review and approval of three new EMA positions. H.R. Director Corliss
74 explained that these positions need to be new hires into reserve positions.
75 She continued that specific positions were created and also we have to bring on
76 reserve nurses and higher level employees that can actually administer vaccines.
77 EMA Director Art Cleaves addressed the Board and stated that there has been a spike
78 today with the requests for new vaccine clinics. He continued that he made a mistake
79 on one name. He had dropped Steven Coombs but he requested to put him on the list
80 in the #2 category. County Manager Zinser asked if there was background
81 information presented for Mr. Coombs. H.R. Director Corliss replied she had
82 nothing prepared for tonight.

83 County Manager Zinser ask the Board if they would be willing to have an 8:00
84 meeting to hire some employees later in the month.

85 Commissioner Clark stated that he would support a special meeting if necessary but
86 that he was not comfortable taking someone out of the process of hiring. He added
87 that he was not willing to hire anyone tonight who hasn't gone through the process.

88 H.R. Director Corliss stated that Mr. Coombs was a temporary employee before but
89 that she does not have a hiring package tonight with a background check.

90 Commissioner Clark asked if a background check was done prior?

91 H.R. Director Corliss replied, not by H.R.

92 Commissioner Clark replied that he wanted to follow procedure.

93 Director Cleaves explained that they did do the background checks prior. He further
94 explained that they are dropping some people and transferring them over for reserve
95 employees.

96 Commissioner Ring commented that she does not appreciate having this stuff
97 provided to the Commissioners an hour before the meeting. She continued that she

98 does not like that we've been hit with 3 positions and haven't had time to flush this
99 out.
100 Commissioner Ring asked how it was decided who you were going to keep as
101 reserves?
102 H.R. Director Corliss replied, the ones who wanted to stay.
103 Commissioner Ring asked if they offered everyone the chance to stay on.
104 H.R. Director Corliss replied that Art said he needed some people for the mobile
105 clinic, so, he selected people that were willing to continue.
106 Commissioner Ring asked what the process was to determine who was to be kept on
107 as reserve and at what level.
108 H.R. Director Corliss explained, their ability to administer the vaccine.
109 Level D2, explained H.R. Director Corliss are paramedics or nurses who can
110 administer the vaccine.
111 Level D3 is a higher level position that will coordinate and be a leader of the mobile
112 vaccines.
113 Commissioner Ring asked if there was any future thought of these becoming
114 permanent positions?
115 H.R. Director Corliss stated no, these positions are for disasters. She added that
116 down the road there could be a different type of disaster.
117 Commissioner Ring replied that instead of volunteers, we now pay a stipend.
118 County Manager Zinser responded (this is the) same we have been doing all along.
119 Commissioner Ring replied that we never established a process to bring them on.
120 Now they are become a reserve with benefits.
121 H.R. Director Corliss responded that there are no benefits and wages are
122 reimbursable by FEMA
123
124 Commissioner Clark confirmed with Director Cleaves that he needs this person (Mr.
125 Coombs) on Saturday.
126 Director Cleaves stated, that is correct.
127 Commissioner Clark stated that on Saturday you will still be operating under the SOE
128 as it doesn't end until August 8th and that he would prefer we go through the normal
129 process.
130 Director Cleaves replied, yes, but to complicate it more, he is needed on the 12th. He
131 added that he would not be asking for individuals unless they are desperately needed.
132 Some are R.N.s so they can be used at clinics that are needed right now.
133 Commissioner Ring asked if those under the D3 classification that pays \$35.00 per
134 hour, licensed?
135 H.R. Director Corliss replied, yes, this person is an advanced paramedic and now the
136 coordinator of the Emergency Response Team.
137 Commissioner Ring asked if we run more than one mobile unit a day.
138 Director Cleaves replied, yes, they have nine clinics lined up for this month and into
139 September, schools will be coming in. We expect the school districts to ask for
140 clinics.
141 Commissioner Ring commented that she recognizes that this is temporary, but who
142 would normally oversee this- the EMA Director or EMA Deputy Director?
143 H.R. Director Linda Corliss replied that she doesn't believe Art or Megan have their
144 medical license.
145 Commissioner Ring replied but it's COVID and not a permanent situation.
146 EMA Director Cleaves clarified that when we transfer these individuals, it is not just
147 for this disaster. Sometimes we have to activate EOC. We now only have a staff of
148 five, explained Director Cleaves.

149 Commissioner Clark asked what days do you need this individual for?
150 Director Cleaves replied August 12th and then twenty- one days after that.
151 Commissioner Clark motioned to end the State of Emergency at 11:59 p.m.
152 Thursday, August 12th. Commissioner Andrews seconded the motion. Vote 5-0.
153

154 Commissioner Clark moved to approve the three job descriptions as presented.
155 Commissioner Andrews seconded the motion.

156 DISCUSSION: Commissioner Ring commented that she wished that the
157 Commissioners had more discussions on this. She added that she was not
158 appreciative of having this the last minute.
159 Vote 5-0.
160

161
162 ii. EMA hires of reserve employees: Disaster Assistance Responder 1 with a pay
163 rate of \$18.00 per hour: Kevin McCormick with a date of hire of 8-5-2021-
164 Commissioner Clark motioned to approve the above-noted hiring. Commissioner
165 Andrews seconded the motion. Vote 4-1 with Commissioner Ring opposed.
166 Commissioner Clark motioned to approve the hiring of Larry Hammond in the D1
167 position with a date of hire of 8-5-2021. Commissioner Andrews seconded the
168 motion. Vote 4-1 Commissioner Ring opposed and stated that the hire date should be
169 the 12th (of August).
170 Commissioner Clark motioned to approve the hiring of Zarek Melick in the D1
171 position with a date of hire of 8-5-2021. Commissioner Andrews seconded the
172 motion. Vote 4-1 with Commissioner Ring opposed stating the date of hire should be
173 the 12th (of August).
174 Commissioner Clark motioned to approve the hiring of Kimberly Aiken in the D1
175 position with a date of hire of 8-9-2021. Commissioner Andrews seconded the
176 motion. Vote 4-1 with Commissioner Ring opposed.
177 Commissioner Clark motioned to approve the hiring of Claire Curtis in the D1
178 position with a date of hire of 8-9-2021. Commissioner Andrews seconded the
179 motion. Vote 4-1 with Commissioner Ring opposed stating the date of hire should be
180 the 12th (of August).
181 Commissioner Clark motioned to approve the hiring of Denise Benton in the D1
182 position with a date of hire of 8-9-21. Commissioner Andrews seconded the motion.
183 Vote 4-1 with Commissioner Ring opposed and stating the date of hire should be the
184 12th.
185 Commissioner Clark motioned to approve the hiring of Sylvia Sutton in the D2
186 position with a rate of pay of \$25.00 per hour with a date of hire of 8-9-21.
187 Commissioner Andrews seconded the motion. Vote 4-1 with Commissioner Ring
188 opposed commenting that these dates were made with the ending of the SOE. We
189 could've just done them all on the 12th as we changed the ending of the State of
190 Emergency.
191 Commissioner Clark motioned to approve the hiring of Avery Mee in the D2 position
192 with a date of hire of 8-9-21. Commissioner Andrews seconded the motion.
193 Vote 4-1 with Commissioner Ring opposed stating the date of hire should be the 12th
194 (of August).
195 Commissioner Clark motioned to approve the hiring of Judith Lamb in the D2
196 position with a date of hire of 8-9-21. Commissioner Andrews seconded the motion.
197 Vote 4-1 with Commissioner Ring opposed, stating should be the 12th (of August).

198 Commissioner Clark motioned to approve the hiring of Patricia Boston in the D2
199 position with a date of hire of 8-9-21. Commissioner Andrews seconded the motion.
200 Vote 4-1 with Commissioner Ring opposed.

201 Commissioner Clark motioned to approve the hiring of Leslie Trentalange in the D2
202 position with a date of hire of 8-9-21 Commissioner Andrews seconded the motion.
203 Vote 4-1 with Commissioner Ring opposed.

204 Commissioner Clark motioned to approve the hiring of Kathy Fraser in the D2
205 position with a date of hire of 8-9-21. Commissioner Andrews seconded the motion.
206 Vote 4-1 with Commissioner Ring opposed.

207 Commissioner Clark motioned to approve David Garriepy in the D3 position at a pay
208 rate of \$35.00 per hour with a date of hire of 8-4-21. Commissioner Andrews
209 seconded the motion. Vote 4-1 with Commissioner Ring opposed.

210 b. Introduce H.R. Director Linda Corliss to obtain hiring approval of the following
211 individuals:

212 i. Hiring of Matthew Jones in the position of temporary part-time Director of
213 Professional Standards (jail investigator) for one year within the Sheriff's
214 Office with a hire date of August 23, 2021-
215 H.R. Director Corliss addressed the Board and informed them that this is
216 the position the Commissioners approved at a previous meeting.

217 Commissioner Clark asked how many hours will this person be working?

218 H.R. Director Corliss replied up to 29 ½ hours.

219 Commissioner Ring asked if we know how many applications were
220 received? H.R. Director Corliss replied that she did not but thought it was
221 between 12 and 15. Six persons were interviewed. Commissioner Ring
222 asked who was on the hiring board? H.R. Director Corliss replied Nathan
223 Thayer, Sheriff King and myself. Commissioner Ring asked that since this
224 (position) is temporary, is there a possibility of making this full-time? H.R.
225 Director Corliss replied that there has been no discussion yet.

226 Commissioner Ring commented that this person has a relative in the
227 department so how would he investigate his own relative? County Manager
228 Zinser replied that the other individual is in the Patrol division.

229 Commissioner Clark motioned to approve the hiring of Matthew Jones in
230 the position of part-time, temporary director of professional standards (jail
231 investigator) with a date of hire of August 23, 2021. Commissioner
232 Andrews seconded the motion. Vote 5-0.

233 ii. Hiring of Caitlin Lipert in the position of full-time Training and Response
234 Coordinator in EMA with a hire date of August 9, 2021. H.R. Director
235 Corliss informed the Board that she was a former Corrections Officer at our
236 jail.

237 Commissioner Clark approved the hiring of Caitlin Lipert in the position of
238 full-time Training and Response Coordinator in EMA with the hiring date
239 of August 9, 2021. Commissioner Andrews seconded the motion. Vote 4-1
240 with Commissioner Ring opposed.

241 iii. Hiring of Eric Quatrano in the position of full-time Courthouse Security at
242 within the Sheriff's Office with a hire date of August 16, 2021-
243 Commissioner Ring asked if this position is a deputy. H.R. Director
244 Corliss replied this is a full-time position using the new job description
245 that was previously approved by the Commissioners. He will be carrying a
246 firearm and will be under Deputy Grovo in the civil division.

247 Commissioner Ring asked why it was not a Union position since it's full
248 time law enforcement. The County Manager replied that it is not a patrol

249 function. H. R. Director Corliss added that this position will not respond to
250 calls. Commissioner Ring responded (the position) requires a law
251 enforcement certification; correct? She added that she wants to make sure
252 that it was discussed whether this is a union position or not. Civil process is
253 not required to have law enforcement authority, stated Commissioner Ring.
254 Sheriff King replied that it is our policy. Commissioner Ring asked if he
255 will be assigned a vehicle? Sheriff King responded, no. Commissioner
256 Ring asked if this position is given 41 days (paid time off) up front. H.R.
257 Director Corliss replied, yes, it is a full- time position. Commissioner Ring
258 asked what the hourly wage is. H.R. Director Corliss responded, \$21.00.
259 Commissioner Clark motioned to approve the hiring of Eric Quatrano in the
260 position of full- time courthouse security with a date of hire of August 16,
261 2021. Commissioner Andrews seconded the motion. Vote 4-1 with
262 Commissioner Ring opposed and stated that she did not support the
263 position.

264 iv. Hiring of Hannah Lyons as a full-time Corrections Officer with a start date
265 of August 9, 2021- H.R. Director Corliss informed all that she is currently
266 a reserve corrections officer and wants to come on board full time.
267 Commissioner Clark motioned to approve the hiring of Hannah Lyons with
268 a date of hire of August 9, 2021. Commissioner Andrews seconded the
269 motion. Vote 5-0.
270 Commissioner Clark stated that he was glad to see we have a Corrections
271 Officer coming on and asked if there was anyone else coming on. H.R.
272 Director Corliss responded, yes, we have some but they are not through the
273 process yet. Three or four more people will take the Alert test next week.
274 There is an academy being held in September.

275 c. Commissioner review and vote on School Resource Officer Contract-County Manager Zinser
276 explained that this contract is slightly different than the ones in the past. It begins on August
277 16th and ends in June. This is mutually beneficial as with staffing shortages, it provides the
278 Sheriff's Office with coverage.

279 Commissioner Clark motioned to approve the School Resource Officer contract.

280 Commissioner Andrews seconded the motion.

281 Discussion: Commissioner Ring asked is the school paying currently for the
282 summer or have they stopped paying on the previous contract? County
283 Manager Zinser replied that at this point, the school district is in agreement
284 with us that we can use this person on patrol and they do not have to pay.
285 There is a need at the Sheriff's Office for coverage since there are several
286 vacancies.

287 Commissioner Ring asked about the vehicle. Sheriff King responded that the
288 deputy is using the vehicle while he is on the road. Commissioner Ring asked
289 if this position will go into the regular budget as it is not fully reimbursed.
290 County Manager Zinser responded that beginning on August 16, 2021, it will be
291 fully reimbursable. He further explained that there is a coding system in
292 payroll and that individual's salary will be paid by the general fund when they
293 are working in patrol. Commissioner Ring said that her question was since the
294 school district is not paying for the whole year anymore, shouldn't this be
295 turned over to our operational budget? County Manager Zinser stated it is a
296 special revenue fund. Commissioner Ring asked if they were just billed for
297 salary? County Manager Zinser stated no, they are billed for vacation time, cell
298 phone, etc.

299 Vote 5-0.

- 300 d. Commissioner review and vote on Pre-trial Contract-
301 Commissioner Clark motioned to approve the one- year contract.
302 Commissioner Andrews seconded the motion. Vote 5-0
303
304 e. Commissioner review and vote on Waterboro Contract Deputy Agreement
305 County Manager Zinser explained this agreement is for two deputies.
306 Commissioner Clark moved to approve the contract. Commissioner Andrews
307 seconded the motion. Vote 5-0.
308 f. (not on agenda-result of ARP workshop) - Commissioner Clark motioned to
309 expose and expend \$250,000 from the ARP funds over the life of the contract
310 for the fund manager, David Nalchajian. Commissioner Sicard seconded the
311 motion. Vote 5-0.
312 Commissioner Clark motioned to approve up to \$38,000 from the ARP funds
313 to purchase a vehicle for mobile vaccinations. Commissioner Andrews
314 seconded the motion. Vote 5-0.
315 Commissioner Clark motioned to authorize and appropriate \$500,000 from
316 ARP funds for engineering and design of projects previously identified in
317 County updates. Commissioner Sicard seconded the motion. Vote 5-0.
318 Commissioner Clark motioned to appropriate from the ARP funds up to \$12,000
319 for the vestibule for the Registry of Deeds office. Commissioner Sicard
320 seconded the motion. Vote 5-0.

321 **7 OLD BUSINESS**

- 322 a. Redistribution of credit card limits- The County Manager explained that the
323 Commissioners approved increases in limits during the State of Emergency for
324 EMA but the bank never instituted the change requests.
325 Commissioner Clark motioned to approve the proposed limits up to \$100,000
326 (breakdown of limits included as record of minutes). Commissioner Sicard
327 seconded the motion. Vote 5-0.
328

329 ******HEARD AFTER ITEM #9******

330 **8 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**
331 **ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF**
332 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**
333 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**
334 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**
335 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**
336 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**

- 337 a. To conduct an executive session pursuant to 1 M.R.S.A. §405 (6)(A).
338 Commissioner Clark motioned to enter into executive session pursuant to 1
339 M.R.S.A. §405 (6) (A), personnel. Commissioner Sicard seconded the motion.
340 Commissioner Clark motioned to come out of executive session. Commissioner
341 Sicard seconded the motion. Vote 5-0.
342 Commissioner Clark motioned to approve that the Sheriff offer a deputy
343 (employed by York County Government) two years to resolve his housing issue
344 and move back into York County. Commissioner Sicard seconded the motion.
345 Vote 5-0.
346

347 **9 PUBLIC COMMENT(S) ON ANY ITEM(S)**

348 None
349

350
351
352
353

10 ADJOURN

Commissioner Clark motioned to adjourn. Commissioner Sicard seconded the motion. Vote 5-0. Meeting adjourned at 6:05 p.m.

DRAFT

From: Linda M Corliss
Sent: Friday, August 27, 2021 2:26 PM
To: Kathryn A Dumont; Gregory T Zinser
Subject: Commissioners Agenda 9/1

Kathy / Greg -

I would like to make a formal request to present for hire, **Nathan Thayer**, for the position of Jail Administrator within the Sherriff's Office, at the 9/1/2021 Commissioner's meeting.

I will be seeking a Monday, September 6, 2021 hire date. I have a complete hiring packet available for the Commissioner's review.

Thank you.
Linda

Linda M. Corliss
Human Resource Director /
Deputy County Manager
lmcorsliss@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. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.



Robert L. Andrews
District 1

Richard R. Dutremble
Chairperson
District 2

Allen R. Sicard
Vice-Chairperson
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

Gregory T. Zinser
County Manager

Kathryn A. Dumont
Assistant to the Manager

Linda M. Corliss
Deputy County Manager
Human Resource Director

August 26, 2021

TO: Greg Zinser
County Manager

FROM: Linda M. Corliss on behalf of Art Cleave – Director of EMA
H.R. Director and Deputy County Manager

RE: Hiring of (Reserve) Disaster Assistance Responders

I would like to make a formal request for approval to hire the following individuals for Disaster Assistance Responder II & III positions within the York County Emergency Management Agency:

Steven Coombs	Disaster Assistance Responder III	Date of Hire 09/02/2021
Kristen Garvin	Disaster Assistance Responder II	Date of Hire 09/02/2021
William Sakal	Disaster Assistance Responder II	Date of Hire 09/02/2021
Rebecca Gaillard	Disaster Assistance Responder II	Date of Hire 09/02/2021
Elizabeth Martin	Disaster Assistance Responder II	Date of Hire 09/02/2021

Elizabeth Hillman-Garriepy Disaster Assistance Responder II Date of Hire 09/02/2021

Funding for these positions will be provided via FEMA in response to the covid-19 pandemic emergency response and not via county budget funds. There is a complete hiring packet available for the Commissioner to review on each candidate.

If you have any questions, please let me know.

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

**"LAW ENFORCEMENT SERVICES"
For two deputies**

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

WITNESSETH

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

WHEREAS, pursuant to Title 30 A Section 452:

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

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

1. SERVICES

- A. York County agrees, through the Sheriff's Office to provide to the Town supplemental law enforcement services of a fully trained deputy who is a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County agrees that the deputy shall provide police protection and law enforcement services to the Town practicing the tenets and philosophy known as Community Policing. The assigned deputy will work within the corporate limits of the Town for (10) ten hours, (4) four days per week coverage, or such hours as are mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Arundel responding to citizens' calls for aid, responding to complaints, enforcing State statutes and local ordinances as pertain to public safety, rendering assistance in emergencies and exercising the statutory and common law powers and duties of the sheriff for the benefit of the Town. The services of the deputy shall also include such other duties as the Town shall reasonably request to ensure adequate police protection; provided, however that York County Sheriff's Office shall make the sole determination of the reasonableness of the Town's request for additional services of law enforcement of the deputy. York County agrees to provide written summary of service activities once per month to the Town, send a representative to the Selectmen's' meeting (monthly or less frequent) as requested by the Selectmen, attend annual Town Meeting and Election Days. York County Sheriff's Office shall provide Administrative and Supervisory support services

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

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.

- 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 Arundel	as prepared
Monthly categorical summary of calls for service	15 th of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 th of following month
Copies of approved collective bargaining agreements Agreement that pertain to deputy assigned to Arundel Sheriff	within 15 days of approval by

Reports may be mailed to the Town of Arundel, 468 Limerick Road, Arundel, Maine 04046, Attn: Town Manager/or e-mailed to townmanager@arundelmaine.org

- 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 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 Arundel or permanent re-assignment of any deputy out of Arundel. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- F. York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy with no interruption of service. York County shall allow and invite a representative(s) from the Town to participate in the hiring of the deputy.
- G. York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands

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

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.

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

2. REPRESENTATION OF COUNTY

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

3. TERM

York County agrees to provide the service specified in this contract for a period of 24 months commencing the **1st day of July, 2021** and terminating, **30th day of June, 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. The term of this contract is also subject to an annual appropriation by the Town of Arundel. In the event the Annual Town Meeting votes to discontinue the "**Law Enforcement Services**" agreement the Town of Arundel will not be liable for further expenses after the fiscal year ends in which approval was given

4. ADDITIONAL PERSONNEL

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

5. COSTS

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

- A. The Town shall pay the base amount in 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

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

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 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

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

8. TERMINATION

This contract shall expire **June 30, 2023** unless extended as set forth in Section 9 hereof. In the event the contract deputy's salary and/or costs are supported by federal, state or Department of Justice grant funding, should the town exercise the early termination provision above, the town will remain financially liable to the County for all salary and/or costs which remain due and owing pursuant to the grant as well as any penalty or recoupment imposed under the grant contract. This provision is intended to leave the county in the same financial position as if the agreement had been performed in full

9. EXTENTION

Unless terminated by written notice, as agreed in the above provided article, all rights and privileges herein granted, together with all other provisions of this contract, shall continue in full force and

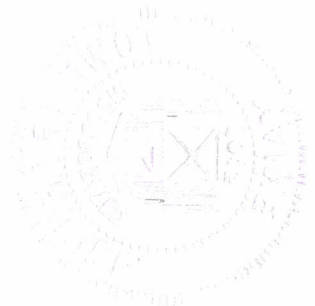
**AGREEMENT BETWEEN YORK COUNTY
AND THE
TOWN OF ARUNDEL**

effect, subject to necessary negation of any added cost factors, for an additional period of (30) thirty days from the date of expiration. Either party shall notify the other party in writing if it does not desire the contract extended for such an additional period.

10. ENTIRE AGREEMENT

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

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



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

IN WITNESS WHEREOF, THE TOWN OF ARUNDEL, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Manager 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

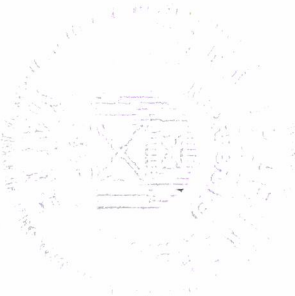
By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of 8/2/21

IN THE PRESENCE OF: TOWN OF ARUNDEL

By: *Keith M. Trefethen*
KEITH M. TREFETHEN Town Manager



"LAW ENFORCEMENT SERVICES"

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

WITNESSETH

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

WHEREAS, pursuant to Title 30 A Section 452:

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

The Sheriff has the authority to assign a Deputy to the town of PARSONSFIELD 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

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

<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Parsonsfield	as prepared
Monthly categorical summary of calls for service	15 th of following month
Monthly summary of moving traffic stops with Breakdown between warnings and summons	15 th of following month

- The Town agrees that the deputy assigned to the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. The deputy so responding shall return to duty in the Town as soon as possible. The Town recognizes that the County of York has a contractual obligation to the deputy to provide him up to 400 hours of PTO (paid time off) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA. The Town understands that its law enforcement services will be provided by the regular/routine patrol deputy when its contract deputy is on any type leave, days off or in training and the coverage received will be the same as towns without contract deputies.
 - The Town of Parsonsfield has opted for coverage when the regularly assigned deputy is unable to patrol for reasons specified above. The sheriff's office will make every effort to backfill the position with other officers. The Town will be billed \$58.58 per hour for this additional service. This hourly fee is subject to change on a yearly basis as salary rates change and/or other contractual changes.
- York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Parsonsfield or permanent re-assignment of any deputy out of Parsonsfield. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- York County shall make all decisions regarding hiring, retention and termination of the deputy, provided, however, that York County shall replace the deputy with an individual meeting the qualifications in this contract and provided further that York County will replace the deputy with no interruption of service. York County shall allow and invite a representative(s) from the Town to participate in the hiring of the deputy.
- York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.
- York County shall provide the Town with written responses to citizen inquiries and complaints, which are directed to the York County Sheriff's Office when appropriate. Such responses shall be under the Sheriff's signature and provided within (30) thirty days of filing.
- The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from the Town of

Parsonsfield as participants in this process. However, final decisions regarding employment reside with the Sheriff.

2. REPRESENTATION OF COUNTY

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

3. TERM

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

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 of employment the Town furnishes York County with a written statement of the required term of service and for said additional personnel and agrees, in writing to pay the cost computed at a rate consistent with that of Section #4 hereof.

5. COSTS

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

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

6. INDEMNITY

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

judgment under this Agreement, the parties agree the County's coverage will be primary and the town's coverage secondary.

7. STANDARD OF PERFORMANCE

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

8. TERMINATION

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

9. EXTENTION

Unless terminated by written notice, as agreed in the above provided article, all rights and privileges herein granted, together with all other provisions of this contract, shall continue in full force and effect, subject to necessary negation of any added cost factors, for an additional period of (30) thirty days from the date of expiration. Either Party shall notify the other party in writing if it does not desire the contract extended for such an additional period.

10. ENTIRE AGREEMENT

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

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

IN WITNESS WHEREOF, THE TOWN OF PARSONSFIELD, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Selectmen and the County of York, BY ORDER OF THE

County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: COUNTY OF YORK

By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: TOWN OF PARSONSFIELD

By: Edward J. Bowen Jr. _____
Selectman

[Signature] _____
Selectman

[Signature] _____
Selectman

YORK COUNTY SHERIFF'S OFFICE

PARSONSFIELD
ESTIMATED CONTRACT DEPUTY COSTS

CONTRACT DEPUTY DARREN CYR		ESTIMATED ANNUAL COSTS 7/1/21-6/30/22	
EE #495			
WAGES			
Annual Wages		\$	69,742.40
Health Waiver Stipend Payment		\$	3,600.00
Other Contractual Earnings-estimated (accrued PTO, PTO buyout)		\$	6,200.00
		\$	79,542.40
FRINGE BENEFITS/EMPLOYER COSTS			
	Percentage of Earnings		
FICA	6.20%	\$	4,931.63
Medicare	1.45%	\$	1,153.36
Workers Comp	3.29%	\$	2,616.94
Retirement - MePers Plan 1C	15.20%	\$	12,090.44
Basic Life Insurance		\$	336.00
Long Term Disability Insurance		\$	120.00
Short Term Disability Insurance		\$	456.00
Total Benefits/Employer Costs		\$	21,704.38
ADDITIONAL OPERATING EXPENSES			
Uniforms & Equipment		\$	200.00
Cell Phone base charge		\$	480.00
Laptop Computer Internet Access		\$	480.00
Vehicle Insurance		\$	1,500.00
Police Liability Insurance		\$	1,100.00
Vehicle Gas		\$	4,000.00
Total Operating Expenses		\$	7,760.00
GRAND TOTAL		\$	109,006.78

Prepared by L. Lemieux, Finance Director, County of York

LEASE AND PARTNERSHIP AGREEMENT
FOR USE OF FORMER YORK COUNTY EMERGENCY MANAGEMENT BUILDING

**LEASE AND PARTNERSHIP AGREEMENT FOR USE OF THE FORMER YORK
COUNTY EMERGENCY MANAGEMENT BUILDING BETWEEN AND AMONG THE
COUNTY OF YORK AND YORK COUNTY SHELTER PROGRAMS**

This Lease and Partnership Agreement, effective the first day of February, 2021 is made by and among the York County Shelter Programs, a 501(c)(3) organization (hereinafter referred to as "YCSP") and the County of York acting through the Board of County Commissioners (hereinafter referred to as "the County"), to provide the YCSP with the use of the building located at 5 Swetts Bridge Road (hereinafter referred to as the "Building") in the Town of Alfred, York County, Maine, formerly known as the York County Emergency Management Building to operate their program known as the York County Food Pantry

WITNESSETH:

WHEREAS, the Building is a local facility which York County currently owns and maintains.

WHEREAS, the YCSP seeks a premises from which to perform its warehousing activities, open distribution of food items to public and utilization of office space.

WHEREAS, the YCSP wish to utilize the Building for these purposes.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 - DEFINITIONS

1.1 As used in this Agreement, unless the context indicates otherwise, the following words have the following meanings:

A. Written Authorization. "Written authorization" includes electronic mail (e-mail).

B. Written Notice. "Written notice" includes electronic mail (e-mail).

ARTICLE 2 - PURPOSE

2.1 It is the purpose of this Agreement to provide the YCSP with a location to perform its warehousing activities, open distribution of food items to public and utilization of office

space.

- 2.2 It is the purpose of this Agreement to make the Building available to YCSP as a location for such activities.

ARTICLE 3 - USE, IMPROVEMENTS, MAINTENANCE AND DAMAGES

- 3.1 The YCSP is authorized to use the Building for the purposes and term set forth herein (unless earlier terminated in accordance with this Agreement) provided that the YCSP adheres to the terms and conditions of this Lease and Partnership Agreement.
- 3.2 In the event that YCSP determines that renovations are necessary, YCSP shall first obtain York County's approval for those renovations and then upon approval may contract directly with the necessary contractors for the completion of that work. The cost of any such renovations shall be the joint responsibility of the YCSP and York County.
- 3.3 The YCSP shall reimburse the County for the cost of repair of any damage to the Building caused by YCSP's officers, employees, agents, clients, or other persons or entities associated in any way with YCSP other than ordinary wear and tear. YCSP shall reimburse the County for all materials, labor and other associated costs, including charges by outside contractors or vendors and / or labor by County officers, officials or employees at their respective hourly or salaried wages, including cost of benefits, within thirty (30) days of the receipt of an itemization of the cost of repair.
- 3.4 "Wear and tear" means damage that naturally and inevitably occurs due to normal use and aging.
- 3.5 YCSP shall send to the County a notice of damage within two (2) business days of the discovery of such condition.

ARTICLE 4 – FEE AND SERVICES

- 4.1 In exchange for the use of the Building as specified herein, the YCSP will pay York County one dollar (\$1.00) payable on February 1, 2021.
- 4.2 YCSP agrees to recognize York County Government on their press releases to the effect of ".....in partnership with York County Government." In matters pertaining to the operation of their food pantry program YCSP.

ARTICLE 5 – OPERATION, INSURANCE, AND COST

- 5.1 The YCSP shall be responsible for the operation of the Building and shall comply with all laws, rules and regulations related thereto.
- 5.2 The YCSP shall be responsible for these costs of operation of the Building including but

not limited to the cost of, equipment, furniture, HVAC equipment and services, Information Technology products, equipment and services. Responsibility for utilities and heating and cooling will be a collaborative effort.

- 5.3 The YCSP shall be responsible for maintaining comprehensive general liability insurance (CGL) indemnifying the County and its officers, officials and employees and YCSP against all claims and demands for injury or damage to persons or property, which may be claimed to have occurred in the Building or in areas adjoining or adjacent to the Building or to have arisen or resulted in any manner under this Agreement, with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence. YCSP shall provide a certificate of insurance to the County prior to the effective date of this Lease and Partnership Agreement and annually thereafter naming the County of York and its officers, officials and employees as an additional insured under the CGL coverage maintained by YCSP. YCSP must promptly notify the County of any material changes to the CGL coverage before the coverage is altered.
- 5.4 The County has no responsibility for the acts or omissions of the YCSP. The YCSP shall be solely responsible for the defense of any claims brought against the YCSP or the County and / or its officers, officials or employees. In those claims or complaints where the County and / or its officers, officials or employees are named a defendant and the allegations in the claim or complaint arise from or relate in any way to matters pertaining to this Agreement, including but not limited to YCSP's use of the Building, the County may elect to permit the YCSP to secure defense counsel to jointly represent the interests of the County and / or its officers, officials or employees provided the YCSP and County and / or its officers, officials or employees have common interests and joint representation is deemed by the County and YCSP to be appropriate and permitted under law. In the event it is determined by the County that joint legal representation of YCSP and the County and / or its officers, officials or employees is not appropriate or legally permissible, YCSP shall provide, at its sole expense, separate defense counsel selected by the County, to represent and defend the County and its officers, officials and employees.
- 5.5 YCSP agrees to defend, indemnify and hold harmless the County, its officers, officials, employees, agents and servants from and against all liability, claims, actions and complaints for death, bodily injury, personal injury, damage to property, and all other legal matters caused by the negligence or wrongful acts of YCSP, its officers, employees, agents, clients, or other persons or entities associated in any way with YCSP, or arising from or relating in any manner to matters pertaining to or falling under this Agreement, including but not limited to YCSP's use of the Building, and to pay all claims, damages, judgments, legal costs, adjuster fees, attorney fees, and other fees, costs and interest related thereto.

ARTICLE 6 - ACCESS TO AND MANAGEMENT OF FACILITY

- 6.1 York County shall have the right to inspect the Building from time to time and will coordinate those visits with the onsite manager of the YCSP.

- 6.2 The YCSP agrees to manage, maintain and operate the Building in accordance with all appropriate federal and state laws and regulations, and local ordinances.

ARTICLE 7 - TERM

- 7.1 This Agreement shall be effective upon the execution by all parties and shall continue through February 1, 2023, unless terminated earlier in accordance with Article 8. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree to in writing.

ARTICLE 8 - TERMINATION

- 8.1 This Agreement may be terminated prior to expiration by mutual written agreement of all parties.
- 8.2 Either the County or the YCSP may terminate this Agreement without cause prior to expiration by written notice. Termination by said notice shall become effective thirty (30) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement.
- 8.3 A notice to terminate shall be in writing and shall be delivered by certified mail, return receipt requested, or by guaranteed overnight delivery service, to each party. Notices to be served on COUNTY shall be sent or delivered to County Manager, York County Government, 45 Kennebunk Road, Alfred, Maine 04002. Notices to be served on the YCSP shall be sent or delivered to 24 George Rd, Alfred Maine, 04002.

ARTICLE 9 - WAIVER OF RIGHTS

- 9.1 No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the parties to be bound hereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute acquiescence hereto.

ARTICLE 10 - GOVERNING LAW

- 10.1 This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against any party regarding this Agreement shall be brought in State of Maine administrative or judicial forums.

- 10.2 YCSP and the County mutually agree that they shall not discriminate against any employee or applicant for food or on any other matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, YCSP agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment without regard to the criteria listed above.

ARTICLE 11 - SUPERVENING LAW

- 11.1 The parties recognize and acknowledge that this Agreement is subject to applicable federal and state laws, regulations, and court orders, and local ordinances. Any provisions of such laws, regulations, court orders, or ordinances that are inconsistent with the terms of this Agreement shall be deemed to have superseded such terms, provided that the parties shall use their best efforts to accommodate the terms of this Agreement to the extent legally possible. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the enforceability of all other terms and provisions of this Agreement.

ARTICLE 12 - ASSIGNMENT

- 12.1 The parties may not assign their rights or obligations under this Agreement without the prior written consent of the other parties.

ARTICLE 13 - AMENDMENT

- 13.1 This Agreement may be amended at any time by mutual agreement of the parties, provided that, for any amendment to be operative or valid, it shall be reduced to writing and signed by all parties.

ARTICLE 14 - ENTIRE AGREEMENT

- 14.1 This document contains the entire Agreement of the parties, and the parties shall not be bound by any statement or representation not contained herein.


IN WITNESS WHEREOF, the York County Shelter Programs has caused this Lease & Partnership Agreement to be signed by an authorized representative of the York County Shelter Programs, and the County of York by order of the County Commissioners, has caused this Agreement to be subscribed by the County Manager and the seal of said Board to be affixed, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF YORK

By: Gregory T. Zinser
Its: County Manager
By order of: County Commissioners

York County Shelter Programs, Inc. (YCSP)

By: 
Its: ~~Chief Executive Officer~~ Executive Director



HUNDT INDUSTRIAL, LLC



New England Licensed Installer

**489 Cossaduck Hill Rd.
North Stonington, CT 06359**

August 16, 2021

Major Nathan C Thayer

Acting Jail Administrator
York County Sheriff's Office
1 Layman Way
Alfred, ME 04002

Attn: Major, Thayer

The costs for Hundt Industrial LLC to hand grind and prepare the walls and floors substrates to install the Silikal 62 flake system in the showers and wash closets.

In the connecting pod we viewed there are 2 large showers and 7 small showers, for a cost of \$ 27,624.66.

The cost of the 3 wash closets is \$ 5,212.20.

In-take showers to include a berm is \$ 13,899.20.

The combined cost if completed in consecutive evolution is \$ 45,000.00.

This work comes with a five-year warranty.

Hundt Industrial will supply all labor, equipment and material necessary to successfully complete the installation process.

York County Sheriff's Office shall dispose of all waste generated.

York County Sheriff's Office provide 2 each drops of 480 volt / 30 amps / 3 phase power.

The schedule of installation evolutions to be discussed upon issue of deposit and purchase order...

Terms: 50% down upon receipt of purchase order, Balance due net twenty (20) days from invoice date of progress payment based on work completed.

These Prices do not include tax.

I thank you for your time and interest, please feel free to contact me with any questions you may have.

Sincerely

Christopher J. Hundt
Managing Member
Hundt Industrial, LLC

Accepted by _____ Date _____
Print Name _____
Print Title _____