

1 **COMMISSIONERS MEETING**

2 **September 21, 2022**

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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, September 21, 2022 A. D. at 4:30 P. M.

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11 **COMMISSIONERS PRESENT:**

- 12 Richard Clark
- 13 Richard Dutremble
- 14 Robert Andrews
- 15 Allen Sicard
- 16 Donna Ring

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

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

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26 **09-21-22 ITEM**

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28 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**  
29 None

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31 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**  
32 a. Commissioners' meeting of September 7, 2022  
33 Commissioner Clark motioned to approve the minutes of the September 7, 2022  
34 Commissioners' meeting. Commissioner Dutremble seconded the minutes.  
35 Vote 5-0.

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37 **3 TO APPROVE TREASURER'S WARRANTS**  
38 a. Warrants to be approved on September 7, 2022 in the amount of \$610,570.16  
39 Commissioner Clark motioned to approve the warrant. Commissioner  
40 Dutremble seconded the motion. Vote 5-0.  
41 b. Warrants to be approved on September 14, 2022 in the amount of \$661,597.59  
42 Commissioner Clark motioned to approve the warrant. Commissioner  
43 Dutremble seconded the motion. Vote 5-0.

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45 **4 TO HEAR ANY REPORTS FROM THE COUNTY**  
46 **COMMISSIONERS**

47 Commissioner Dutremble reported on the MCCA meeting held last week.

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49 He added that Commissioners and Sheriffs agreed that more deputies are needed.  
50 Commissioner Dutremble added that Maine Gubernatorial candidates spoke.  
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52 Commissioner Dutremble also informed all that York County filed a class action  
53 suit a few years ago and we received our first \$95,000 check and we will be getting  
54 a check for the next 18 years.

55 Commissioner Sicard interjected that these funds are appropriated money that has  
56 to be used for opioid treatment so it will go into our Layman Way account.  
57

58 Commissioner Clark stated that he attended the Coastal Counties Workforce  
59 Board's annual meeting last week as he sits on the Board as the York County  
60 Commissioner representative. One point of discussion was that there is money  
61 (Federal funds) for dental care for folks that are held out of the work force. This  
62 information was passed on to the recovery center and jail.

63 Commissioner Sicard said to let us know if transportation is a problem so that  
64 could be worked out.  
65

66 Commissioner Sicard informed all that a packet of information came in today  
67 regarding the dredge including a letter of commitment from the town of Wells.  
68 This is one of five letters that SOS expects to come in. Senator Bailey is involved  
69 in forming a coastal commission. They are asking to give a final presentation at  
70 our October 19<sup>th</sup> meeting.  
71

## 72 5 NEW BUSINESS

73 \*\*\*Item d. heard first\*\*\*

74 a. To review and approve Findings of Facts for abatement #220907-  
75 County Manager Zinser reminded all about the poverty abatement heard at the last  
76 meeting. He explained that the Findings of Fact summarize the Commission's  
77 Decision to the Town and the parties who submitted the appeal.  
78

79 Commissioner Clark motioned to approve and authorize the Findings of Fact as  
80 presented and that they be signed and forwarded on to the person and the town.  
81 Commissioner Dutremble seconded the motion. Vote 5-0.  
82

83 b. H.R. Director Corliss to seek hiring/transfer approval for:  
84 i. Stephen Gould in the position of full-time Deputy in the  
85 Sheriff's Office with a date of hire of October 10, 2022-  
86 Commissioner Clark motioned to approve the hiring of Stephen Gould in the  
87 position of full-time deputy within the Sheriff's Office with a hire date of  
88 October 10, 2022. Commissioner Dutremble seconded the motion. Vote 5-0.  
89 Commissioner Ring asked how many positions are open in the jail now? H.R.  
90 Director Corliss replied approximately 44. She added that there are five to seven  
91 potential new hires.  
92

93 e. ~~Discussion of hiring a job recruiter~~ postponed

94 d. MEMA Director Peter Rogers to report on the readiness status of York County  
95 EMA- York County EMA Director Art Cleaves introduced MEMA Director  
96 Rogers and explained that he was here to give a report about York County  
97 EMA's readiness.

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MEMA Director Rogers addressed the Board and explained that per Maine statute the MEMA Director is required to brief the County Commissioners periodically. He stated that York County EMA is the most aggressive agency in the State.

Director Rogers continued that York County EMA has obtained over \$5 million in reimbursements for the pandemic event.

In regard to the Biddeford disaster, York County EMA convinced FEMA that the damages to the seawall were caused by the weather event and secured \$10 million in damage reimbursement.

The vaccine clinic in Sanford has been a great benefit to the State, CDC and MEMA as well.

Director Rogers continued that York County EMA also completed their 5- year mitigation plan. He added that York County EMA is a leader with preparedness initiatives.

MEMA Director Rogers announced that Megan Arseneault has won the 25th Annual EMA Manager of the Year Award by the Northeast States Emergency Consortium. He highlighted some of Megan's many extra duties such as an informational report that she generated every night during the pandemic, maintained liaison with Maine CDC and MEMA, oversaw the vaccine center that was requested by Dr. Shah in which York County gave over 75,000 shots, and hired over 120 temporary employees. Deputy Director Arsenault also oversaw the five- year update to the Hazard Mitigation Plan.

County Manager Zinser added that it has been a long ride and that the work that EMA has done has been phenomenal. He thanked Megan and all EMA employees and all public safety folks that were present at the meeting today.

Commissioner Sicard stated that it was nice to have State recognition and nice for everyone to see how important EMA is.

## 6 OLD BUSINESS

Commissioner Ring stated that she would like to see the annual report that was prepared years ago, prepared again. She explained that every department would prepare a letter with information. Commissioner Ring commented that she thinks this would be very helpful as she would like to have some type of reference when she talks with York County residents.

Commissioner Sicard asked County Manager Zinser if this is something that could be done as you prepare the budget?

County Manager Zinser replied that the Commissioners received that information back in April but that if the Commissioners want to see more reports, we can put them together. We can fulfill requests for statistical stuff. He added that if the Board wants this information on a regular basis, we can do that.

Commissioner Clark commented that he has been at many budget committee meetings and any department head is more than willing to give out that information.

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Commissioner Ring stated that in regards to the ARPA funds, she would like to see or have some type of discussion of a bonus for employees who had to work during COVID. A lot of employees throughout the State got lump sum bonuses. I think a lot of people were expecting the money to go to employees, stated Commissioner Ring. She added that she thought we had discussed this. County Manager Zinser replied that there was some general discussion but at the time the Board didn't want to discuss it any further but that it is up to the Board.  
Commissioner Sicard suggested this item be discussed in executive session for the next meeting.  
Commissioner Clark stated that although is fine with discussing this matter, it is a strange time to start rethinking what we've done.

**7 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), REVIEW OF CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**  
None

**8 PUBLIC COMMENT(S) ON ANY ITEM(S)**  
A female who stated she was a survivor of domestic violence addressed the Board with her concerns regarding her offender and that he is still being allowed to run a business and hold a liquor license in Old Orchard Beach.

**9 ADJOURN**  
Commissioner Clark motioned to adjourn. Commissioner Dutremble seconded the motion. Meeting adjourned at 5:20 p.m.

**MOTION FOR YORK COUNTY COMMISSIONERS TO CHANGE ITS MAINE PERS PLAN FOR LAW ENFORCEMENT OFFICERS WHO WERE HIRED ON/AFTER JULY 1, 2014**

To see if York County will vote to change its plan for its law enforcement officers who were hired on/after July 1, 2014 for future service only effective November 1, 2022

The County agrees to:

- a) Provide Special Plan 3C to its law enforcement officers who were hired on/after July 1, 2014 and who work more than 20 hours per week and are not seasonal or temporary as defined by the appendix to Maine PERS Rule Chapter 802 for service rendered after October 31, 2022. Service rendered before November 1, 2022 by law enforcement officers who were hired on/after July 1, 2014 remains under Special Plan 2C.
- b) Continue to provide Special Plan 1C to law enforcement officers hired before July 1, 2014 who work more than 20 hours per week and are not seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802 and who have remained in continuous service.
- c) Continue to provide Special Plan 2C to corrections employees who work more than 20 hours per week and are not seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802.
- d) Continue to provide Regular Plan AC to all other employees who work more than 20 hours per week and are not seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802 and to its elected/appointed officials.
- e) Continue to exclude employees who work 20 hours or less per week or who are seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802 from participating in the plan.
- f) To authorize Gregory Zinser, York County Manager to sign the Amended Agreement between the County and the Maine Public Employees Retirement System.

Article/motion approved as written

**Sample wording for York County's executive body to change its  
MainePERS Plan for Law Enforcement Officers who were hired  
on/after July 1, 2014**

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- c) Continue to provide Special Plan 2C to corrections employees who work more than 20 hours per week and are not seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802.
- d) Continue to provide Regular Plan AC to all other employees who work more than 20 hours per week and are not seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802 and to its elected/appointed officials.
- e) Continue to exclude employees who work 20 hours or less per week or who are seasonal or temporary as defined by the appendix to MainePERS Rule Chapter 802 from participating in the plan.
- f) To authorize **Name, County Administrator/Manager** to sign the Amended Agreement between the County and the Maine Public Employees Retirement System.

Article/Motion approved as written

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

**“LAW ENFORCEMENT SERVICES”  
For Two Deputies**

This agreement effective the 1<sup>st</sup> day of July, 2022 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS “York County” and the TOWN OF WATERBORO, 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 office in return for payment for these services.*

The Sheriff has the authority to assign a Deputy to the Town of Waterboro 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 hereby 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 as such hours as are mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Waterboro, 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 as needed and within the confines of the collective bargaining agreement. 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.

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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 Waterboro	as prepared
Monthly categorical summary of calls for service for the assigned Waterboro deputies	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 pertains to deputy assigned to Waterboro	within 15 days of approval by Sheriff

- D. The Town understands 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. Bona fide emergencies do not include responding to routine calls in other towns. Bona fide emergencies include such items as, responding to an armed robbery, aiding another officer making an arrest and other issues here public safety is at risk. 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 of 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 Waterboro or permanent re-assignment of any deputy out of Waterboro. "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 However; York County shall replace the deputy with an individual meeting the qualifications in this contract York County shall allow and invite a representative (s) from the Town to participate in the hiring of the deputy
- G. York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.
- 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 Town of Waterboro as



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participants in this process. Due weight will be given to the Town's preference for a particular deputy; however, final decisions regarding employment reside with the Sheriff with approval of the County Commissioners.

**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 of 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 the **1<sup>st</sup> day of July, 2022** and terminating, the **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.

**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 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 increased 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**

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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 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 superseded 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 of representation not contained herein. No waiver shall be deemed to have been made by

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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 not 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.

*\* DOES NOT INCLUDE purchase of Vehicle \**

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IN WITNESS WHEREOF, THE TOWN OF WATERBORO, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Administrator 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 09/23/2022

IN THE PRESENCE OF: TOWN OF WATERBORO

State of Maine Date: 09.23.22  
York County

BY: *Matthew Bors*  
Matthew Bors, ~~Interim~~ Town Administrator

Personally appeared the above named

Matthew Bors

who acknowledged the foregoing instrument by him/her subscribed to be his/her free act and deed.

*Maurina Gagne*  
09/17/2022

**AGREEMENT BETWEEN YORK COUNTY  
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Notary Public