

- 1 PUBLIC COMMENT(S) ON ANY ITEM(S)
- 2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:
- a. Regular Meeting of December 2, 2020
- 3 TO APPROVE TREASURER'S WARRANTS
- a. Approve treasurer's warrant dated December 2, 2020 in the amount of \$115,972.43
- b. Approve treasurer's warrant dated December 9, 2020 in the amount of \$550,474.88
- 4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS

5 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER

6 NEW BUSINESS

- a. To introduce Molly Louison, Director of the CAC of York County/Assistant Director of SARSSM and Gina Capra, Executive Director of SARSSM
- b. To recognize employees for their annual years of service
- c. To review and seek approval of ARAMARK Food Service Agreement Amendment (renewal #5)
- d. To review and seek approval of year end allocations
- e. Schedule tax abatement denial appeal Hearing for Eliot resident (suggested meeting date of January 20, 2021)
- f. H.R. Director Linda Corliss to seek hiring approval for Justin Greenlaw in the position of reserve Hazmat Operator in EMA with a start date of December 21, 2020.

7 OLD BUSINESS

- a. Re-approve Mutual Aid Agreement due to language change

8 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)

- a. M.R.S.A. §405 6(D) labor negotiations

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

10 ADJOURN

COMMISSIONERS MEETING

December 2, 2020

YORK,ss

At a regular meeting of the County Commissioners of the County of York, begun and holden at the York County Government Building in Alfred, within and for the County of York, being held on Wednesday, December 2, 2020 A. D. at 3:30 P. M.

COMMISSIONERS PRESENT:

Richard R. Dutremble
Michael J. Cote
Richard Clark
Robert Andrews
Allen Sicard

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

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

12-02-20 ITEM

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

Donna Ring approached the Board and stated that she had a comment to make regarding item 6a of the agenda regarding the County Manager's contract extension. She stated that she was curious as to why the Commissioners would be extending a contract three years before it expires. Ms. Ring continued that four elections come into play in the next 3 years.

2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:

a. Regular Meeting of November 18, 2020-
Commissioner Clark stated that under the public comments regarding the possible change in jail rules, it should be inserted into the minutes that is what is being discussed. He then motioned to approve the minutes with that addition. Motion was seconded by Commissioner Sicard.
Vote 5-0.

3 TO APPROVE TREASURER'S WARRANTS

- a. Approve treasurer's warrant dated November 18, 2020 in the amount of \$123,281.58
Commissioner Clark motioned to approve the warrant. Commissioner Dutremble seconded the motion. Vote 5-0.
- b. Approve treasurer's warrant dated November 25, 2020 in the amount of \$799,040.05
Commissioner Clark motioned to approve the warrant. Commissioner Dutremble seconded the motion. Vote 5-0.

4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS

None

5 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER

None

6 NEW BUSINESS

- a. To review and seek approval on a 2- year extension of County Manager's contract- County Manager Greg Zinser referred to the two year extension included in the Commissioners' meeting packets as per their request from their last meeting following a successful review extending his contract from 2023 to 2025.
DISCUSSION: Commissioner Cote asked if the contract contained the same language except for changes to the date? The County Manager replied, yes. Commissioner Dutremble motioned to approve the contract extension for two years for County Manager Zinser. Commissioner Clark seconded the motion. Vote 5-0.
- b. Initial discussion with EMA Director Art Cleaves to discuss creation of a Deputy Director position-
County Manager Greg Zinser informed all that employee, Blain Cote has resigned. He explained that prior to this, he and Director Cleaves have had many conversations about the necessity of having a deputy director for EMA. The County Manager explained to the Commissioners that no additional funding is being asked for as the soon to be vacant position will not be filled at this time. EMA Director Art Cleaves addressed the Board and explained that he is seeking the position of Deputy Director for EMA as it is very important right now because of all of the funding streams. He added that it is important to understand them all and the reimbursements for the cities and towns. Commissioner Dutremble echoed what Director Cleaves had stated that it is very important to have this position. Commissioner Clark agreed and stated that he recalls his years (on the select board in Wells, Bob Bohlmann (former EMA Director) and his staff were very helpful. I appreciate the work they do and have done.
Commissioner Cote confirmed that this (position) is not supposed to increase the budget; correct and the salary that the individual makes now and then grant money will fund this position? Director Art Cleaves replied, correct, one position is fully funded by Homeland Security grant. He continued that part of this position could be funded with either EMPG or homeland security money. Commissioner Cote stated that he thinks EMA has to have a Deputy Director as there will be added responsibilities (for those in EMA) once Blain leaves his position.
Commissioner Clark stated that he is supportive and asked Director Cleaves how soon will he be advertising and interviewing. Director Cleaves replied that he would like to get the advertising out tomorrow if the Commissioners approve it. He added that EMA's work level is overwhelming right now.

Commissioner Clark motioned to approve the hiring of a Deputy EMA Director for EMA and authorize the County Manager and EMA Director to move forward with the process. Commissioner Dutremble seconded the motion. Vote 5-0.

- c. To review and seek approval of a sub-recipient contract with NAMI-
County Manager Greg Zinser reminded the Board that several meetings ago, the Board was informed about several grants the County had received. The NAMI Grant is the law enforcement mental health grant. We are the sub recipient of this grant. The County Manager stated that it was reviewed by legal counsel. Commissioner Clark motioned to approve the contract and have the Sheriff sign it. Commissioner Dutremble seconded the motion. Vote 5-0.
- d. To review and seek approval for a Mutual Aid MOU-
County Manager Greg Zinser stated that there was an article in the paper referencing this particular MOU in York County. This MOU has been reviewed by legal counsel.
Sheriff King approached the Board and explained that this MOU helps the smaller agencies should they have a COVID outbreak or something big that happens. Commissioner Cote commented that area Fire Departments and Rescue squads are trying to do the same thing. He added that he thinks it's a great idea.
Commissioner Dutremble stated that the 15 cities and towns (small communities) are not earmarked in this MOU. Sheriff King replied that those would be us. It will help us with the small communities, too.
Commissioner Clark motioned to authorized Sheriff King to sign the MOU. Commissioner Dutremble seconded the motion. Vote 5-0. Commissioner Clark amended his motion to have Sheriff King sign on behalf of the Commissioners. Commissioner Dutremble seconded the amended motion. Vote 5-0.
- e. Sheriff King to request hiring approval for Dennis Chagnon in the position of full-time civil process deputy with a start date of December 7, 2020-
H.R. Director Linda Corliss explained that this opening is due to a recent full time resignation. Mr. Chagnon is a current (civil process) employee in a part- time position.
Commissioner Clark motioned to approve the hiring of Dennis Chagnon in the position of full- time civil process deputy with a start date of December 7, 2020. Commissioner Dutemble seconded the motion. Vote 5-0.
- f. H.R. Director Linda Corliss to seek transfer approval for Rosalie Butler in the position of part-time Human Resource Clerk with a transfer date of December 14, 2020. Director Corliss informed the Board that this is an already funded position due to an employee resignation. This employee (Rosalie Butler) is a current employee in the Probate Office.
Commissioner Clark motioned to approve the transfer of Rosalie Butler to part time Human Resource Clerk with a start date of December 14, 2020. Commissioner Dutremble seconded the motion. Vote 5-0.

7

OLD BUSINESS

- a. Approve one-time policy modification provision for buy -back authorization for non-union employees from 10 days to 20 days.
County Manager Greg Zinser reminded the Commissioners that at the last meeting they approved an additional 10 days of buy back (of earned time) and asked for written documentation to have on record so he has provided a document for them to

sign.

Commissioner Clark moved to approve the extra buy back of 10 days for the 2020 calendar year (he read document attached as record). Commissioner Dutremble seconded the motion. Vote 5-0.

*******HEARD AFTER ITEM #9 PUBLIC COMMENT(S)*******

8 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)

- a. M.R.S.A. §405 6(A) discussion of personnel matter-
Commissioner Cote motioned to enter into executive session. Commissioner Dutremble seconded the motion. Vote 5-0. (County Manager and Deputy Manager present)
Commissioner Clark motioned to come out of executive session. Commissioner Dutremble seconded the motion. Vote 5-0.
No action taken.

******HEARD PRIOR TO ITEM #8******

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

Donna Ring asked if the cost associated with the buy back is available? County Manager Zinser replied that he had not done a calculation as he doesn't know who is taking it.

Janet Drew from York informed the Board that she had called in to a meeting a month ago or more to talk about the York County Jail and how they are doing with reducing the numbers (of inmates). She stated that it was said the numbers were down overall before the pandemic. Also, she was told that inmates were being diverted. Ms. Drew requested an update on where we are in the jail. Sheriff King replied that we have done well in handling this COVID crisis. We are still maintaining a low population at the jail. Police departments in York County are being judicious when they make arrests. The Department of Corrections inspected us to make sure our pandemic and COVID procedures are correct. The report stated that the staff is doing an incredible job in a difficult time. Sheriff King added that the report praised Acting J.A. Dan Bean and the rest of the staff.

Commissioner Cote asked if the jail is trending up now as far as inmates coming in? Sheriff King replied that we are about where we were. Population is hovering around 100. We have not had a trend upwards, stated Sheriff King.

Ms. Drew commented that she hoped everybody can keep up that trend. Referring to the Mutual Aid MOU, she asked when this emergency happens, response occurs, will there be reports, data that will be reported out so that we know what this MOU is used for. Sheriff King responded that the Commissioners are made aware of anything out of the ordinary.

4:30- RECOGNITION OF THE 2020 RECIPIENTS OF THE SPIRIT OF AMERICA AWARDS FOR YORK COUNTY

Commissioner Cote welcomed all to the virtual awards ceremony and introduced Commissioner Andrews, Commissioner of District 1 to begin the reading of recipients. Information on all winners attached as copy of these minutes.

10 ADJOURN

Commissioner Sicard motioned to adjourn. Commissioner Clark seconded the motion. Vote 5-0. Meeting adjourned at 5:14 p.m.

DRAFT

2020 Years of Service Awards

District Attorney's Office

Diane Handlen.....30 years

Kelli Bshara.....5 years

EMA

Arthur Cleaves.....5 years

Megan Arsenault.....5 years

Jail

Donald Desjardins.....20 years

Cindy Sanborn.....20 years

Michael Vitiello.....20 years

Pauline Mayo.....5 years

Adam Boynton.....5 years

Matthew Rocchio.....5 years

Benjamin Aubut.....5 years

Jason Leach.....5 years

Sheriff's Office

Gilbert Hudson.....20 years

Stanley Moore.....20 years

Corey Sweatt.....20 years

Travis Jones.....20 years

Kyle Kassa.....15 years

Troy Chenard.....10 years

William King.....10 years

Duane Fay.....10 years

Thomas Searway.....10 years

Darren Cyr.....10 years

Cody Frazier.....5 years

Paul Mitchell.....5 years

Kimberly LaFlamme..5 years

Kevin Collins.....5 years

Eric Trainque.....5 years

Amendment No. 5 to Operating Agreement – Food Service

THIS AMENDMENT No. 5 (the “Amendment”) is entered into this the ____ day of _____, 2020, by and between the **County of York, Maine**, with offices at One Layman Way, Alfred, Maine 04002 (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, with offices at 2400 Market Street, Philadelphia, Pennsylvania 19103 (“Aramark”).

WHEREAS, the parties entered into an Agreement dated August 1, 2016, for the management of the food service operation at the York County Jail (as amended, the “Agreement”);

WHEREAS, the parties have mutually agreed to adjust the pricing scale; and

WHEREAS, the parties desire to amend the Agreement as follows, effective as of August 1, 2020.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

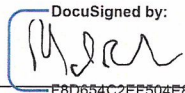
1. **Price Adjustment:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the scale used to calculate the price per meal cost charged to the County by Aramark shall be changed as a result of mutual agreement. The new pricing scale is set forth in Attachment A to this Amendment. This pricing is effective from August 1, 2020 through July 31, 2021.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

County of York, Maine

By: 
DocuSigned by:
F8D654C2EF504E8...
Mark R. Adams
Chief Financial Officer
11/12/2020

By: _____

Attachment A
York County, Maine
Effective August 1, 2020 through July 31, 2021

Population		Price Per Meal
Low	High	
110	114	\$ 2.549
115	119	\$ 2.497
120	124	\$ 2.445
125	129	\$ 2.395
130	134	\$ 2.345
135	139	\$ 2.298
140	144	\$ 2.251
145	149	\$ 2.204
150	154	\$ 2.159
155	159	\$ 2.114
160	164	\$ 2.071
165	169	\$ 2.028
170	174	\$ 1.986
175	179	\$ 1.964
180	184	\$ 1.939
185	189	\$ 1.916
190	194	\$ 1.896
195	199	\$ 1.866
200	204	\$ 1.841
205	209	\$ 1.817
210	214	\$ 1.794
215	219	\$ 1.771
220	224	\$ 1.749
225	229	\$ 1.729
230	234	\$ 1.708
235	239	\$ 1.690
240	244	\$ 1.672
245	249	\$ 1.654
250	254	\$ 1.638
255	259	\$ 1.622
260	264	\$ 1.608
265	269	\$ 1.593
270	274	\$ 1.579
275	279	\$ 1.563
280	284	\$ 1.551
285	289	\$ 1.537
290	294	\$ 1.521
295	299	\$ 1.507

*The total number of inmate and staff meals served per week is divided by 21 in order to determine the price point on the sliding scale.



*Robert L. Andrews
District 1*

*Richard R. Dutremble
District 2*

*Allen R. Sicard
District 3*

*Michael J. Cote
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*

*Victoria C. Ridlon
Finance Director*

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

December 9, 2020

TO: Greg Zinser
County Manager

FROM: Linda M. Corliss on behalf of Art Cleaves – EMA Director
Human Resource Director – Deputy County Manager

RE: (Reserve) Hazmat Operator

I would like to make a formal request for approval to hire **Justin Greenlaw** in the position of Hazmat Operator within the Emergency Management Agency. This position is a reserve position.

Funding for this position comes from various grant revenue streams.

A complete, new hire packet will be available for the Commissioners review for **Justin Greenlaw**. I will be seeking a hire date of Monday, December 21, 2020.

MEMORANDUM OF UNDERSTANDING
EXTENDED POLICE AUTHORITY AGREEMENT
MUTUAL AID ASSISTANCE

This agreement is entered into between the Chief Law Enforcement Officers of the Town of Berwick, City of Biddeford, Town of Buxton, Town of Eliot, Town of Kennebunk, Town of Kennebunkport, Town of Kittery, Town of North Berwick, Town of Ogunquit, Town of Old Orchard Beach, City of Saco, City of Sanford, Town of South Berwick, Town of Wells, Town of York, York County Sheriff's Office, Maine, located in the County of York, State of Maine. This agreement is duly executed by the authority conferred upon them pursuant to Title 30-A, M.R.S.A. Subsection 2671, and Title 30-A, M.R.S.A. Subsection 2674 as amended.

I. PREAMBLE

The expressed purpose of these terms and conditions of this document is to provide the requisite structure by which police assistance can be requested and rendered. It is the express intention of all the Chief Law Enforcement Officers for these provisions to be liberally interpreted and flexible in scope. The chiefs in these communities recognize that the need for additional police manpower arise for various reasons. The participants to this agreement are committed to protecting life and property of their citizens and have agreed to enter into a mutual assistance compact for police services.

II. POLICE SERVICES

- I. In accordance with 30-A M.R.S.A. Section 2674, it is explicitly agreed that the chief law enforcement officer or the ranking on-duty law enforcement officer of one agency may request police assistance from the chief law enforcement officer or the ranking on-duty officer at any time a request is necessary.
- II. The request for assistance under this compact will be made only when the requesting agency has exhausted or fully committed its available police manpower and/or resources, and/or where additional manpower and/or resources are required to protect life or property, to maintain order, to prevent the commission of criminal acts or to prevent the escape of a person who has committed a criminal act.
- III. Requests for assistance may be made by telephone, radio, police dispatcher or any other proper means available. It is understood that the responding agency will extend its best effort to provide assistance in these circumstances. Such assistance may include manpower, vehicles, equipment, materials, etc.
- IV. The amount of manpower and resources to be provided shall be the sole discretion of the Chief of Police/Sheriff or their authorized designee of the responding agency who shall consider the continuing police services required within their own jurisdiction.

- 32 V. It is expressly understood that the assistance is voluntary and does not require compulsory reply
33 when invoked. The form and duration of assistance to be provided shall be determined by the
34 responding agency. Any and all such services may be recalled at the discretion of the responding
35 agency.
- 36 VI. Police officers of the responding department shall have full authority and police powers as
37 granted under Title 30-A, M.R.S.A. Section 2674, that such officer shall have the authority to
38 exercise police powers in the jurisdiction of a party of this compact only when their assistance is
39 officially requested by the Chief of Police/Sheriff or their authorized representative.
- 40 VII. All Officers rendering aid to a requesting department shall have the same powers, duties and
41 privileges as do members of the requesting department.
- 42 VIII. When assistance is requested under this compact, the Chief of Police/Sheriff or their designee of
43 the requesting department shall be in charge of the entire police operation within their
44 jurisdiction. Police personnel, equipment and vehicles which are furnished by the responding
45 agency shall remain under the direct supervision of the responding agency's senior police official
46 as so far as is practical. Every effort will be made to coordinate the police action through the
47 senior officers of the responding agencies for direction to the responding agency's personnel.
- 48 IX. The responding agencies shall be responsible for the salaries and benefits of the responding
49 officers; for all equipment of the responding department that may be lost, damaged or
50 destroyed; and for any injuries to any personnel of the responding agency while providing aid to
51 the requesting agency.
- 52 X. The responding agency will assume its own liability for personal injury or property damage
53 caused by or occurring to the law enforcement officers of the responding agency, except to the
54 extent attributable to command or operational decisions made by the requesting department.
- 55 XI. Each agency hereto has the right to unilaterally withdraw from this compact upon giving ten (10)
56 days written notice of intention to the other parties of the compact and thereafter the compact
57 shall become null and void at the end of said ten (10) days for the withdrawing agency.
- 58 XII. Any unforeseen problems developing as a result of this compact shall be resolved by the joint
59 actions of the Chiefs of Police/Sheriffs or their authorized agent.
- 60 XIII. This agreement constitutes the entire understanding between the agencies. Any modifications or
61 additions to the terms and provisions hereof shall be in writing and executed in the same manner
62 and with the same formality as this agreement.

63 XIV. This agreement shall remain in full force and effect from the date of this agreement unless other
64 arrangements are provided for pursuant to paragraph XI.

65 XV. This agreement shall supersede any existing mutual aid agreements for law enforcement services
66 previously executed by and between the individual communities.

67 This agreement is entered into by the Chiefs of Police/Sheriff of the undersigned agencies with the
68 formal consent of their Municipal Officers/County Commissioner.

69 **Berwick**

Biddeford

70 _____
71 Chief of Police

Chief of Police

72 _____
73 _____
74 Municipal Officer

Municipal Officer

75 _____
76 **Buxton**

Eliot

77 _____
78 Chief of Police

Chief of Police

79 _____
80 _____
81 Municipal Officer

Municipal Officer

82 _____
83 _____
84 **Kennebunk**

Kennebunkport

85 _____
86 Chief of Police

Chief of Police

87 _____
88 _____
89 Municipal Officer

Municipal Officer

90 _____
91 _____
92 **Kittery**

North Berwick

93 _____
94 Chief of Police

Chief of Police

95 _____
96 _____
97 Municipal Officer

Municipal Officer

98

99 **Ogunquit**
100 _____
101 Chief of Police
102 _____
103 _____
104 Municipal Officer
105 _____
106 _____
107 **Saco**
108 _____
109 Chief of Police
110 _____
111 _____
112 Municipal Officer
113 _____
114 _____
115 **South Berwick**
116 _____
117 Chief of Police
118 _____
119 _____
120 Municipal Officer
121 _____
122 _____
123 **York**
124 _____
125 Chief of Police
126 _____
127 _____
128 Municipal Officer

Old Orchard Beach

Chief of Police

Municipal Officer

Sanford

Chief of Police

Municipal Officer

Wells

Chief of Police

Municipal Officer

York County

Sheriff

County Commissioner