

1 **COMMISSIONERS' MEETING**

2 **December 4, 2024**

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6 YORK,ss

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8 At a regular meeting 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, December 4, 2024, A. D. at 4:30 P. M.

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13 **COMMISSIONERS PRESENT:**

- 14 Richard R. Dutremble
- 15 Richard Clark
- 16 Robert Andrews
- 17 Justin Chenette
- 18 Donna Ring

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

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24 **12-04-2024 ITEM**

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26 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**
27 None

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29 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**
30 a. Commissioners' meeting of November 20, 2024
31 Commissioner Clark motioned to approve the minutes. Commissioner Andrews
32 seconded the motion. Vote 5-0.

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34 **3 TO APPROVE TREASURER'S WARRANTS**
35 a. Warrants to be approved on November 20, 2024 in the amount of \$37,832.18
36 Commissioner Clark motioned to approve the warrant. Commissioner Andrews
37 seconded the motion. Vote 5-0.
38 b. Warrants to be approved on November 27, 2024 in the amount of \$560,993.71
39 Commissioner Clark motioned to approve the warrant. Commissioner Andrews
40 seconded the motion. Vote 5-0.

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42 **4 TO HEAR ANY REPORTS FROM THE COUNTY**
43 **COMMISSIONERS**
44 Commissioner Dutremble informed his fellow Commissioners that the meeting
45 with the State regarding rural patrol originally scheduled for December 17th will be
46 changed to December 18th.
47

48 **5 NEW BUSINESS**

- 49 a. To introduce Donald Dumont and Meteorologist Hendricus Lulofs from the
50 National Weather Service to present a “Weather Ready” certificate to EMA-
51 Henricus Lulofs presented award to EMA. National Program developed by
52 NWS.
- 53 b. Deputy County Manager/H.R. Director Corliss to present the following new
54 hires/transfers:
- 55 i. Shane Anderson in the position of full-time Maintenance Technician I in the
56 Facilities Department with a date of (re)hire of December 16, 2024
57 Commissioner Clark motioned to approve the (re)hiring of Shane Anderson in
58 the position of full-time Maintenance Technician I in the Facilities Department.
59 Commissioner Andrews seconded the motion. Vote 5-0.
- 60 ii. Malcolm Langner in the position of temporary full-time Law Intern in the
61 D.A.’s office with employment dates of June 1, 2025 through August 31, 2025
62 Commissioner Clark motioned to approve the hiring of Malcolm Langner in
63 the position of a full-time Law Intern in the D.A.’s office with employment
64 dates of June 1, 2025 through August 31, 2025. Commissioner Andrews
65 seconded the motion.
66 DISCUSSION- Commissioner Ring asked that the motion be corrected to
67 reflect temporary employee.
68 Commissioner Clark amended his motion to reflect “temporary” employee.
69 Commissioner Andrews seconded the motion. Vote 5-0.
- 70 iii. Cameron Hunter in the position of temporary full-time Law Intern in the
71 D.A.’s office with employment dates of June 1, 2025 through August 31, 2025.
72 Commissioner Clark motioned to approve the hiring of Cameron Hunter in the
73 position of temporary full-time Law Intern in the D.A.’s office with
74 employment dates of June 1, 2025 through August 31, 2025.
75 Commissioner Andrews seconded the motion. Vote 5-0.
- 76 iv. Mateus Zola in the position of full-time Corrections Officer in the Sheriff’s
77 Office with a date of hire of December 16, 2024
78 Commissioner Clark motioned to hire Mateus Zola in the position of full-time
79 Corrections Officer in the Sheriff’s Office with a start date of December 16,
80 2024. Commissioner Andrews seconded the motion.
81 DISCUSSION: Commissioner Ring asked if this person entered the U.S.
82 through a legal port of entry?
83 Deputy Manager/H.R. Director Corliss replied that he has all his legal
84 paperwork, but she has no idea what port of entry he came through.
85 Vote 4-1 with Commissioner Ring opposed.
- 86 v. Daniel Francisco in the position of full-time Corrections Officer in the
87 Sheriff’s office with a date of hire of December 16, 2024- Deputy
88 Manager/H.R. Director Corliss stated that she also does not know what port
89 Mr. Francisco entered through.
90 Commissioner Clark motioned to approve the hiring of Daniel Francisco in the
91 position of full-time Corrections Officer with a date of hire of December 16,
92 2024. Commissioner Andrews seconded the motion.
93 Vote 4-1 Commissioner Ring opposed .
- 94 vi. Timothy Tharpe in the position of full-time Corrections Officer in the
95 Sheriff’s office with a date of hire of December 16, 2024
96 Commissioner Clark motioned to approve the hire of Timothy Tharpe in the
97 position of full-time Corrections Officer in the Sheriff’s Office with a date of

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hire of December 16, 2024. Commissioner Andrews seconded the motion.
Vote 5-0.

- c. To review and vote on Non-Union Policy Modification-County Manager Zinser explained that this proposal begins to bring us back in line with what we have been doing with the Unions. We do have a tentative agreement with NCEU and their pay plan was changed. He continued that we did the math and this effects five employees over the next six months and is a small amount. The department leaders whose budgets are affected are fine with this.
Commissioner Ring motioned to approve. Chenette 2nd. Vote 5-0.
- d. To review and vote on Maine Paid Family Medical Leave Policy- County Manager Zinser explained that this doesn't apply to all Unions until their contract runs out. NCEU and Teamsters are affected. This is a mandatory payroll tax beginning January 1, 2025.
Commissioner Chenette motioned to approve the Maine Paid Family Medical Leave Policy as presented. Commissioner Ring seconded the motion.
Vote 5-0.
- e. To review County Vehicle Policy- County Manager Zinser stated that this item will not be discussed this week as he has more review to do. He stated that he will get this policy to the Commissioners in January.
- f. To review and approve the Town of Waterboro's Law Enforcement Contract- County Manager Zinser explained that this (contract) is for two deputies and the only change is the dates. At some point the Sheriff and I will want to have a conversation about contract deputies in general. This does impact the general fund. We have a lot of budget committee members who pay for contract deputies. Contracts have become very ancillary to county government. WE have offered to rent vehicles, have them pay hourly but they want "their" deputy who they know.
Commissioner Ring motioned to approve the Waterboro contract.
Commissioner Chenette seconded the motion.
DISCUSSION- Commissioner Ring stated that she looks forward to conversations about contract deputies. Couty Manager Zinser replied yes, the conversation will be whether or not we are going to do it.
Vote 5-0.
- g. To schedule date for tax abatement denial appeal (Hockney v. Town of Limerick) suggested date of January 15, 2025
Commissioner Clark motioned to schedule the tax abatement denial appeal hearing for January 15, 2025. The motion was seconded by Commissioner Andrews. Vote 5-0.
- h. Discussion of first meeting in January 2025 (recommend Thursday, January 2, 2025) Commissioner Chenette stated that we have engrained in the public that meetings are on Wednesday. He continued that during the holidays there is not enough time for people to know. Commissioner Chenette stated that he would prefer to meet the next week. The issue is around what we typically do and he has a problem with shifting it from a Wednesday.
Commissioner Dutremble stated that he can't be here on the 8th or the 15th as he will be away. He reminded the other Commissioners that they are supposed to have a chair and/or vice-chair at the meeting.
Commissioner Clark motioned to hold the first meeting of 2025 on Thursday, January 2, 2025, at 4:30. Commissioner Andrews seconded the motion.
Vote 5-0.

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6 OLD BUSINESS

- a. Reminder of legislative meeting with Coastal Delegation on December 10, 2024, at 8:30 a.m.
County Manager Zinser reminded all about the meeting. EMA Director Cleaves stated that there are seven Representatives and one Senator who has stated they will attend so far.

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)

- Commissioner Clark motioned to enter into executive session pursuant to 1 MRSA §405 (6) (A).
Commissioner Chenette seconded the motion. Vote 5-0.
Commissioner Clark motioned to come out of executive session. Commissioner Andrews seconded the motion. Vote 5-0.
Commissioner Clark motioned to grant a leave of absence to an employee on a month to month basis up to three months beginning on December 2, 2024.
Commissioner Andrews seconded the motion. Vote 5-0.

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

None

9 ADJOURN

- Commissioner Clark motioned to adjourn. Commissioner Andrews seconded the motion. Vote 5-0. Meeting adjourned at 5:08.

SUGGESTED MOTIONS FOR ARPA FUNDS TRANSFERS

Motion to transfer **\$29,507.06** from the unused balance of the Commissioners' meeting room renovation project to the G&H Block Improvements project to cover the final expenditures that went beyond the existing appropriations.

Motion to transfer the residual balances from the Commissioners meeting room renovation project for **\$54,190.04** and from the EMA Dispatch terminals and custom furniture project for **\$79.24** to the new Recovery Center building project.



*York County Emergency Management Agency
149 Jordan Springs Road
Alfred, Maine 04002
(207) 324-1578
(207) 324-4997 Fax*



Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made this 9th day of December 2024, between York County, hereinafter referred to as "County," and the Towns of York County, collectively represented by their respective Town Managers, Select Boards or other authorized representatives, hereinafter referred to as "Towns."

WHEREAS, on January 13th, 2024, the County recorded its highest tide in history, which effectively destroyed most dunes and beaches throughout the County's coastline; and

WHEREAS, the County's coastal regions are of immense environmental, economic, and cultural importance; and

WHEREAS, the County's coastal sand dunes provide protection to improved infrastructure, and its coastal wetland and sand dune areas support dune grass vegetation that provides natural habitat; and

WHEREAS, the County's natural features and recreational areas are a critical economic driver for Southern Maine, supporting over \$1.6B in annual tourism spending and over 27,000 jobs; and

WHEREAS, to meet the challenges faced by the County's coastal communities, a collaborative approach involving a government-led MOU is proper and necessary; and

WHEREAS, the Towns desire to coordinate efforts, pool resources, and leverage collective expertise for the greater good; and

WHEREAS, the Town recognize that pooling resources is most fiscally responsible, as it will improve overall services and reduce the duplication of efforts and manpower in achieving the stated objectives;

NOW, THEREFORE, the Towns hereby agree as follows:

1. PURPOSE

The purpose of this MOU is to establish a cooperative framework between the Towns and the County. This includes sharing resources, personnel, and technical expertise necessary to complete the goals and objectives related to coastal resilience.

Under this MOU, the County will serve as the designated fiscal, administrative, and operational entity.

2. SCOPE OF WORK

To achieve a coordinated, regional approach to coastal resilience, the Towns acknowledge that achieving this will require multi-year implementation and long-term regional cooperation.

The initial scope is intended to cover an interim period, building on the partnerships developed in the aftermath of the January 2024 storms. The Towns' initial focus will be on emergency protective measures under FEMA Category B public assistance. The Towns will then redirect their focus to restoring the beaches and dunes, so that these improved natural features are eligible for future Category G public assistance. In the longer-term, the Towns in coordination with the County will determine the necessary strategies for continued coastal resilience.

On behalf of the Towns, the County will take a lead role in project management and coordination, implementation of dune/beach restoration, securing necessary permits, identifying funding sources, and outlining future monitoring and maintenance responsibilities for improved dunes/beaches. The Towns will assist in these efforts, when applicable.

3. FUNDING

The County, on behalf of the Towns, will seek grants and other resources to help with funding this MOU and other implementation costs. Funding is expected to be acquired through grants given by Federal, State, and local entities.

Under this MOU, the Towns authorize the County to apply on their behalf when seeking grant opportunities, and to accept these grants with express permission from the Towns. Additionally, the County will serve as the administrative agent for procurement, coordination, and financial management of funds.

4. TERM AND TERMINATION

This MOU shall commence on December 9, 2024, and shall continue for a period of five years, unless terminated earlier by mutual written consent of the Towns.

Any Town may withdraw from this MOU by providing 30 days written notice to the County. In the event of withdrawal, the withdrawing Town shall remain liable for its proportionate share of any outstanding costs incurred prior to the withdrawal date.

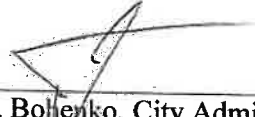
5. INDEMNIFICATION

Each Town agrees to indemnify, defend, and hold harmless the other Towns from any and all claims, damages, losses, or expenses arising out of or related to this MOU, except for damages caused by the gross negligence or willful misconduct of the indemnifying Town.

In witness whereof, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

For York County:
Greg Zinser, County Manager

Dated: _____



John P. Bollenko, City Administrator
City of Saco

Dated: 12-10-24



*York County Emergency Management Agency
149 Jordan Springs Road
Alfred, Maine 04002
(207) 324-1578
(207) 324-4997 Fax*



December 10, 2024

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this 10th day of December 2024, between York County, hereinafter referred to as "County," and the Towns of York County, collectively represented by their respective Town Managers, Select Boards or other authorized representatives, hereinafter referred to as "Towns."

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WHEREAS, the County's coastal sand dunes provide protection to improved infrastructure, and its coastal wetland and sand dune areas support dune grass vegetation that provides natural habitat; and

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Memorandum of Understanding
December 10, 2024
Page Two.

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In witness whereof, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

For York County:

Greg Zinser, County Manager

For the Towns of York County:

Heather Balsler, Town Manager
Town of Kennebunk



County of York
45 Kennebunk Road
Alfred, ME 04002

Ph: 207.459.2500
Fax: 207.324.9494
www.yorkcountymaine.gov

Internal Memo

TO: Board of Commissioners

RE: Firehouse Sub Grant for AED's

Commissioners,

A grant from the Firehouse Sub Grant program has been applied for and awarded to the York County Sheriff's Office in the amount of \$36,750.00.

This grant is to outfit each of the patrol cruisers with a defibrillator and the carry case for each device.

There were three quotes obtained in the application process. The lowest quote arrived from American AED.

We seek to have your approval to continue with the purchase of the defibrillator devices from American AED.



Automated External Defibrillators

3151 Executive Way
Miramar, FL 33025
1-800-884-6480

Quote

#QUO34190

06/11/2024

Bill To

Jeremy Forbes
149 Jordan Springs Road
Alfred ME 04002
United States

Ship To

Jeremy Forbes
149 Jordan Springs Road
Alfred ME 04002
United States

TOTAL

\$36,750.00

Expires: 12/27/2024

Expires	Shipping Attention	Sales Rep	Sales Rep Email	Sales Rep Phone	Shipping Method
12/27/2024		Alex - AA	Alex@americanaed.com	(302) 333-7007	FedEx Ground® AA

QTY	Item	Options	Tax	Rate	Amount
30	P-861304PMC Philips HeartStart FRx Defibrillator Unit		No	\$1,225.00	\$36,750.00
30	P-989803139251PMC Carrying Case, FRx Defibrillator		No	\$0.00	\$0.00
30	AMERSERV American AED Complimentary Items		No	\$0.00	\$0.00
30	AED Decals AED Window Decals		No		
30	AA-Poster AED Poster		No		
30	AA-Tag Inspection Tag		No		
30	AMERICAN AED LIFETIME MAINTENANCE NOTIFICATION & SUPPORT AED Maintenance Notification		No		
30	OBC-FRK Fast Response Kit - Red		No		

Subtotal	\$36,750.00
Shipping Costs	\$0.00
Tax Total (0%)	\$0.00
Total	\$36,750.00



QUO34190



Cardio Partners

Sales Quote

Q1078116

October 25, 2024

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Cardio Partners Inc
PO Box 772834
Detroit, MI 48277
715-356-0200

Customer Number C0265284
Your Reference
Customer PO Number
Shipping Method
Payment Terms Credit Card

BILL TO:

York County Sheriff's Dept.
York County Sheriff's Dept.
1 Layman Way
Alfred, ME 04002
USA

SHIP TO:

York County Sheriff's Dept.
York County Sheriff's Dept.
1 Layman Way
Alfred, ME 04002
USA

Item No.	Description	Quantity	Current Price	Your Price	Total
RVP-LIFELINE5	DT-AED Semi-Automatic 5 Year Responder VP	30	1,819.13	1,409.21	42,276.30
	- 30 RKM-Responder Pack Premium 2 Rescuer AED/CPR -Allied Medical Products				
	- 30 SIGN-Decal 4" Round - AED Equipped Facility				
	- 30 TAG-Check Tag (Single) by AED Superstore				
	- 30 DT-Case Shok Box, Hard Waterproof for Defibtech Lifeline AED				
	- 30 DT-Video 'Unit Overview' DVD				
	- 30 Z-DT-AED Lifeline by Defibtech				
	- 30 DT-Electrodes Adult				
	- 30 DT-Electrodes Infant/Child				
ARCH-1	MD-Arch Medical Direction and Program Management	30	149.99	85.00	2,550.00
	- 1 year				
	Shipping Charges	1		219.99	219.99
	Subtotal				45,046.29
	Total Tax				2,337.30
	Total \$ Incl. Tax				47,383.59

Quote valid for 30 days from the above date.

Prepared for you by:

Stephanie Sowatzka
stephanie.sowatzka@cardiopartners.com
800-696-2401



See on Kelley
 Kelly @ aedbrands.com
 (857) 971-3020

Quote

Date	Quote
05/07/2024	70595

AED Brands
 55 Chastain Road, NW
 Suite 112
 Kennesaw GA 30144
 United States

Bill To
York County Sheriff's Office Chief Deputy Jeremy Forbes 1 Layman Way Alfred ME 04002 United States

Ship To
York County Sheriff's Office Chief Deputy Jeremy Forbes 1 Layman Way Alfred ME 04002 United States

Quote Expires	Sales Rep
07/06/2024	Sean Kelly

Item number	Description	Qty	Rate	Amount
861304-C01	Philips FRx AED Includes: - Carry Case - 8-Year Warranty - 4-Year Battery - Adult AED Pads - AED Inspection Tag - "AED On-Site" Window Static Sticker	30	\$1,944.00	\$58,320.00
Free shipping + 20% Discount			Subtotal	\$58,320.00
			Shipping Cost	
			Tax Total	\$2,566.08
			Total	\$49,222.08

Upon acceptance of this quote, please provide the following:
 Accurate shipping and billing address
 Billing email address
 Purchase Order # if applicable
 Tax exempt? Please request a tax-exempt link from your sales rep to upload your certificate.
 Quote Good for 60 Days