



Robert L. Andrews
Vice-Chairperson
District 1

Richard R. Dutremble
Chairperson
District 2

Justin Chenette
District 3

Donna L. Ring
District 4

Richard Clark
District 5

**COUNTY COMMISSIONERS
COUNTY OF YORK**

45 Kennebunk Road
Alfred, Maine 04002

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

www.yorkcountymaine.gov

Gregory T. Zinser
County Manager

Kathryn A. Dumont
Assistant to the Manager

Lorene B. Lemieux
Finance Director

Linda M. Corliss
Deputy County Manager
Human Resource Director

**AGENDA FOR THE REGULAR MEETING
OF WEDNESDAY, JUNE 5, 2024
AT 4:30 P. M. IN THE YORK COUNTY GOVERNMENT BUILDING
LOCATED AT 149 JORDAN SPRINGS ROAD, ALFRED, ME
(TO BE HELD IN THE COMMISSIONERS' MEETING ROOM)**

ZOOM LINK:

<https://us02web.zoom.us/j/86329772335?pwd=7zLhgdfNhqx1xIRcjlwO6lqtWN4NyJ1.1>

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

06-05-2024

ITEM

- 1 PUBLIC COMMENT(S) ON ANY ITEM(S)**
- 2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**
 - a. Commissioners' meeting of May 15, 2024
- 3 TO APPROVE TREASURER'S WARRANTS**
 - a. Warrants to be approved on May 15, 2024 in the amount of \$500,029.96
 - b. Warrants to be approved on May 22, 2024 in the amount of \$874,838.14
 - c. Warrants to be approved on May 29, 2024 in the amount of \$578,966.82
- 4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS**
- 5 NEW BUSINESS**
 - a. Deputy County Manager/H.R. Director Corliss to present the following new hires and/or transfers:
 - i. James Foote in the position of full-time Maintenance Technician I in the Facilities Department with a date of hire of June 6, 2024
 - ii. Malcolm Johnson Philips in the position of full-time Corrections Officer in the Sheriff's Office with a date of hire of June 10, 2024

iii. Jose Pinto in the position of Corrections Officer in the Sheriff's Office with a date of hire of June 10, 2024

- b. To review and seek approval of Dredge Memorandum of Agreement with the town of Ogunquit
- c. To review and seek approval for York County Law Enforcement Mutual Aid Assistance Memorandum of Understanding – This is an update reflecting the new police chiefs no other changes.
- d. To review and seek approval for Pride Month Proclamation
- f. To approve lease agreement with Gary Fushchillo for courthouse space
- g. To approve purchase of Draeger burn tower (previous conditional approval given by Commissioners at August 2, 2023 meeting)

6 OLD BUSINESS

- a. To review and seek approval for addition of alternative schedule to H.R. Policy Manual

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)

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

9 ADJOURN

1 **COMMISSIONERS MEETING**

2 **May 15, 2024**

3
4
5
6 YORK,ss

7
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, May 15, 2024, A. D. at 4:30 P. M.
11

12
13 **COMMISSIONERS PRESENT:**

14
15 Richard R. Dutremble
16 Richard Clark
17 Robert Andrews
18 Justin Chenette
19 Donna Ring
20

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

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

24
25 **05-15-2024 ITEM**

26
27 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

28
29 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 30 a. Commissioners' meeting of May 1, 2024
31 Commissioner Clark motioned to approve the minutes. Commissioner
32 Andrews seconded the motion. Vote 4-1 with Commissioner Ring abstaining
33 as she was not present.
34

35 **3 TO APPROVE TREASURER'S WARRANTS**

- 36 a. Warrants to be approved on May 1, 2024 in the amount of \$683,122.48
37 Commissioner Clark motioned to approve the warrant. Commissioner
38 Andrews seconded the warrant. Vote 5-0.
39 b. Warrants to be approved on May 8, 2024 in the amount of \$693,437.87
40 Commissioner Clark motioned to approve the warrant. Commissioner
41 Andrews seconded the motion. Vote 5-0.
42
43
44
45
46
47

48 **4 TO HEAR ANY REPORTS FROM THE COUNTY**
49 **COMMISSIONERS**

50 Commissioner Dutremble informed all that at the Maine County Commissioners
51 Association meeting last week it was stated that Counties have been instructed to
52 send their jail budgets as soon as possible. Commissioner Dutremble added that
53 everyone needs to talk to their legislative people as there is no funding for the
54 county jails but the prisons got millions.

55 County Manager Zinser replied that he has not received any e-mail to send the jail
56 budget.

57 Commissioner Chenette commented that it might be helpful to have a public
58 conversation around jail funding and maybe invite legislators. He added that
59 unless you sit on that committee you are not aware of what is happening. We need
60 to do our individual engagement.

61 Commissioner Dutremble responded that was done last time and we got nowhere.

62 We didn't have too much support from the Governor's office.

63 He added that it is imperative for us to explain this matter to our legislative people.
64

65 **5 NEW BUSINESS**

66 a. Deputy County Manager/H.R. Director Corliss to present the following new
67 hires and/or transfers:

68 i. Austyn Crain in the position of Corrections Officer in the Sheriff's
69 Office with a date of hire of 5-20-2024-

70 Commissioner Clark motioned to approve the hiring of Austyn Crain in the
71 position of Corrections Officer in the Sheriff's Office with a start date on May
72 20, 2024. Commissioner Andrews seconded the motion.

73 DISCUSSION- Commissioner Ring asked what the starting pay was. Deputy
74 Manager/H.R. Director Corliss responded that it was \$21.67 plus shift
75 differential. Vote 5-0.

76 ~~ii. Kalaeb Fenoff in the position of full-time Maintenance Technician I in the~~
77 ~~Facilities Department with a date of hire of May 13, 2024 (removed)~~

78 iii. Gary Stiles in the position of part-time Maintenance Technician II in
79 Facilities with a date of hire of June 3, 2024

80 Commissioner Clark motioned to approve the hiring of Gary Stiles in the
81 position of part-time Maintenance Technician II in the Facilities Department
82 with a start date of June 3, 2024. Commissioner Andrews seconded the
83 motion.

84 DISCUSSION- Commissioner Ring asked what the starting pay would be.
85 Deputy County Manager/H.R. Director Corliss replied that it would be \$18.57
86 per hour. Vote 5-0.
87

88 iv. Emma Condon to transfer from Legal Secretary to Trial Manager with an
89 effective date of transfer of June 10, 2024

90 Commissioner Clark motioned to approve the transfer of Emma Condon
91 from Legal Secretary to Trial Manager in the District Attorney's office with
92 a date of transfer of June 10, 2024. Commissioner Andrews seconded the
93 motion.

94 DISCUSSION- Commissioner Ring asked since she was hired in December
95 2023 how does that affect the probationary period? Deputy Manager/H.R.
96 Director Corliss replied that she will start a new one and she is okay with that.
97 There is a letter in her hiring packet explaining that matter. Vote 5-0.

98
99 b. To review and consider homeless funding options-

100 County Manager Zinser explained that he had a meeting with the Hub and
101 referred to the Agreement (proposal) included in the Commissioners' packets
102 from the Homeless Response Hub. Manager Zinser went on to explain that a
103 lot of the non-profits support homelessness. If approved by the Commissioners,
104 the money would go to the York County Community Action for disbursement.
105 Discussion-Commissioner Chenette asked the County Manager if there are
106 existing programs? County Manager Zinser replied, yes. Commissioner
107 Chenette inquired about the \$15,000 in administrative costs and questioned if
108 this is just to cover staff costs? County Manager Zinser responded staff and
109 the recording that goes along with it. He explained that he asked about it but
110 they could not reduce the fee.

111 Commissioner Chenette stated that he thinks this is wonderful. He commented
112 that instead of dividing up the diversion and placement amounts he feels they
113 should be together and the funds not divided in order to maximize them.

114 Commissioner Ring stated that she agreed with Commissioner Chenette. She
115 added that it would be nice to know how many people these funds will serve
116 and she supports his recommendations.

117 Commissioner Andrews also agreed and stated that combining the two makes
118 sense as for a smaller amount a person can get their car fixed, that keeps them
119 employed and then we are able to keep them in their homes.

120 Commissioner Clark agreed and stated that keeping people in their homes has
121 value. It makes sense to look at each item on a case-by-case basis that
122 someone else will administer. If people lose their housing, a lot of things fall
123 out of place.

124 County Manager Zinser stated that we will get a report from them and that he
125 will reach out to them with the Commissioners' suggestion offering more
126 flexibility with the funds.

127 Commissioner Chenette stated that addresses his concern to give them
128 the maximum amount of flexibility.

129 Commissioner Chenette accepted the proposal from the York County
130 Homeless Response Hub. Commissioner Clark seconded the motion.
131 Vote 5-0.

132
133 c. To discuss four days/10-hour work week-

134 County Manager Zinser explained this matter has been discussed and is already
135 being done by FOP and that we are in discussions with NCEU. We recognize
136 that it might work in some departments and not in others.

137 Deputy Manager/H.R. Director Corliss stated that they have been "kicking this
138 concept" around for a couple of years. A number of municipalities already
139 participate in this. Most close for a day and this is not an option for us, she
140 explained. We get more inquiries from people about a 4-day work week and
141 remote work.

142 She continued that they conducted a trial period with non-union first as they are
143 the easiest to ask to participate. H.R. Director Corliss added that she and the
144 County Manager are open to talking to MSEA.

145 Deputy Manager/H.R. Director Corliss continued that they have researched
146 other municipalities and counties. She said that Cumberland County has been
147 doing this for a year.

148 Director Corliss explained that they chose people- hourly, salary, manager, and
149 a department leader to participate in the 4 day/10 hour work week. She
150 continued that they met a couple of times to see what is working and what
151 issues might arise.

152 The Finance Department was involved also. We found it is workable in some
153 situations but not in all.

154 Deputy County Manager/H.R. Director Corliss commented that the hardest
155 person that struggled with it was herself. The expectation of a department
156 leader is that they would always be connected.

157 Non-Union hourly and salaried felt for work/life balance this was beneficial.
158 She stressed that all are still working 40 hours per week. Deputy
159 Manager/H.R. Director Corliss explained this will also be beneficial for
160 example for the Sheriff's Office employees where they have people who work
161 three shifts having someone in H.R. to meet with employees before or after
162 their shift.

163 Deputy County Manager/H.R. Director Corliss continued by explaining that
164 people on the trial gave up their holidays if their day off fell on their day off.
165 She continued that there is no overtime for 10-hour workdays. Deputy
166 Manager/H.R. Director Corliss added that she has checked with the
167 Department of Labor. Also, she informed all that one who works a 10-hour
168 day, also gets charged for 10 hours when they take a vacation day.
169 She added that this is a flexible, alternative schedule. We do not want to force
170 anyone into this 10-hour day/4-day workweek.

171 The District Attorney's office is highly in favor of this as it would eliminate
172 overtime, stated County Manager Zinser.

173 Deputy Manager/H.R. Director Corliss mentioned rotating days off were taken
174 by one employee during the trial period. She doesn't think that worked.
175 She added that she would like a check-in period at six months.

176
177 DISCUSSION- Commissioner Ring commented that after reading the report
178 provided, she has a lot of concerns with this 10-hour workday. Unless we can
179 do it for all employees, she stated, she does not think it is fair.

180 Commissioner Ring continued that it was said that there are some
181 departments/positions that won't be allowed to do it like the receptionist who is
182 the lowest paid.

183 Non- union employees are afforded some great benefits and great insurance
184 benefits better than the Unions. This is going to create a greater divide than we
185 already have, stated Commissioner Ring.

186 Deputy County Manager /H.R. Director Corliss responded that there are four
187 separate Unions that all have collective bargaining units. They negotiate their
188 benefits.

189 Commissioner Ring replied that she understood and that she believed if the
190 flexible work schedule was offered to them, they would take it.

191 Deputy Manager/H.R. Director Corliss stated that we cannot just change their
192 work week.

193 Commissioner Ring asked how this is going to affect the citizens? We need to
194 be available.

195 She continued by saying to Deputy Manager/H.R. Director Corliss that she is a
196 salaried employee. We have hired more people for you and for Finance. It is
197 never enough, commented Commissioner Ring.

Deputy Manager/H.R. Director Corliss explained that within the four unions, there are different priorities. She added that they are open to offering it to MSEA.

Commissioner Ring asked would you increase their hours to 8 hours a day as they now work 7.5 hours per day.

County Manager Zinser stated that the Fraternal Order of Police has 10-hour workdays. He added that they are negotiating this (work hours) with the corrections officers Union.

The County Manager added that we are in favor of introducing the concept with MSEA.

He continued that some municipalities doing this are reducing the number of hours they are open. We are not doing that, stated the County Manager.

Those on the 4 day/10hour workday will work Monday to Thursday or Tuesday – Friday.

County Manager Zinser stated that he is perfectly happy to send a letter to MSEA to sit down and discuss.

Commissioner Ring informed all that the H.R. Policy states that non-union employees work five days a week. They won't need as many days off if they work a four-day work week, so we have to consider that. She continued by stating that lots of things would have to be changed in the policy before implementation.

County Manager Zinser replied that one also needs to look at benefits in other Union contracts and how it is accumulated and paid out.

He would ask for a motion if that were something the Board wants to talk about.

Commissioner Chenette stated that one of the things he has noticed is that a number of municipalities have moved in this direction. He continued that this can also benefit the public as some municipalities structure evening hours to be accessible to working Mainers in York County.

County Manager Zinser responded that this is an apples and oranges comparison. The majority of municipalities have reduced the number of days that they are in the office, but we are proposing to expand the number of hours we are in the office. These employees (working the 10-hour days) work until 6:00 or 6:30 at night. This makes them able to hit various shifts.

We don't have public per se to register cars, license dogs but more public facing is the Sheriff's Office.

Commissioner Chenette replied that he wouldn't compare but others are working a 40-hour work week and extend hours until 7:00. If each department has different hours, how do we promote hours to the public?

Commissioner Chenette asked wouldn't it be a good idea to work through some of the possible issues before the trial period. He added that he feels that we need a plan first and it concerns him.

County Manager Zinser explained that the plan is for non-union as we tend to be flexible. In Deeds, there can't be a couple of employees that do it so in some instances it might be all or none. He added that everyone will be getting an opportunity for conversations. We have to bargain. County Manager Zinser stated that he is open to having everyone in the county on this and added that there is no monetary exchange here. It is a work/life balance.

Commissioner Clark stated that it is more humane for the employees as well as a hiring tool. He added that he understood where there could be individual

249 cases where someone needs to be home earlier. Commissioner Clark continued
250 that he thought we should work towards this. He commented that he has some
251 heartburn over taking people's holidays away. He stated that he would get a
252 Department of Labor ruling on that.

253 Deputy Manager/H.R. Director Corliss replied that she will review that further.
254 Commissioner Dutremble informed all that the city of Biddeford has a 4-day
255 week and people are not complaining about it. He added that this is not the
256 first time the county has tried to do this.

257 Commissioner Ring stated that she thinks we should try to work through these
258 items before implementing. She added that she would like the County
259 Manager to conduct a survey.

260 County Manager Zinser stated that one union (FOP) already does it and in the
261 other situation, it is front and center conversation.

262 He added that the best approach would be for him to reach out to MSEA and
263 have them survey their members. We cannot just change someone's working
264 day so it will take a lot of conversation such as how it affects seniority, etc.

265 County Manager Zinser added that those are some the issues and why he said it
266 can't happen overnight. We know that the same terms as non-union isn't going
267 to happen for the Union, stated the County Manager.

268 Commissioner Chenette said to Deputy Manager/H.R. Director Corliss that he
269 appreciates her sharing her experience and is curious if we should think about a
270 potential trial excluding department heads or elected officials from that option.
271 It works to offer department heads this arrangement in municipalities where
272 they are all closed for one day, but he wonders how it would work here where
273 the department head needs to be here 5 days a week.

274 Deputy Manager/H.R. Director Corliss replied that they have worked very hard
275 to make sure there are backups in place.

276 County Manager Zinser responded that office managers provide full coverage
277 in all departments. He cautioned the Board to realize the difference between
278 elected and appointed department heads.

279
280 Commissioner Ring stated that she is not ready to vote on this and would like
281 more time. She asked what the rush is to vote on this tonight.

282
283 Commissioner Clark responded that he is fine if we bring this item back to the
284 next meeting but that he will vote for it.

285 Commissioner Dutremble reminded everyone that we only have one meeting in
286 June.

287 Commissioner Ring asked why is there such a big rush? It is not going to cost
288 us anything. She requested we bring it up in July as she and Commissioner
289 Andrews will not be present at the June meeting.

290 Commissioner Chenette asked why do we have to start the four-day work week
291 on July 1st?

292 County Manager Zinser responded because employees are already doing it, so
293 it is a programming issue.

294 Commissioner Clark added that the start of the fiscal year is a good time to
295 start.

296 Commissioner Clark motioned to bring this issue to vote at the June 5, 2024,
297 Commissioners' meeting. Commissioner Andrews seconded the motion. Vote
298 3-2 opposed (Commissioner-Ring and Commissioner Chenette opposed).
299

- 300 d. To discuss and seek approval for Dredge Memorandum of Agreement with the
301 Town of Wells-
302 County Manager Zinser informed all that the dredge is in Wells Harbor.
303 Commissioner Ring motioned to approve the Dredge MOA with the Town of
304 Wells. Commissioner Chenette seconded the motion. Vote 5-0.
305
306 e. To discuss and seek approval for a Memorandum of Agreement for storage of
307 dredge with the Town of Wells-
308 County Manager Zinser asked for this item to be tabled. There was a last-
309 minute question that arose we need to answer and work through.
310 Commissioner Chenette motioned to table this matter. Commissioner Ring
311 seconded the motion. Vote 5-0.
312
313 f. To review and seek approval of Dredge RFP-
314 County Manager Zinser explained that the County is bringing on a dredge
315 partner. We aren't using Federal money now, but we might be in the future, so,
316 we are following the Federal process.
317 Whomever we select could turn into a longer-term agreement.
318 Commissioner Chenette asked the County Manager if in his conversations with
319 EMA Director Cleaves, would the current folks who have been assembling and
320 painting be open to filing a bid?
321 County Manager Zinser replied, yes, he does think so.
322 Commissioner Clark motioned to approve the RFP and authorize the County
323 Manager to move forward. Commissioner Andrews seconded the motion.
324 Vote 5-0.
325

326 **6 OLD BUSINESS**

- 327 a. To review and accept Findings of Facts for Nathan Johnson of Limington
328 Commissioner Clark motioned to approve the Findings of Facts.
329 Commissioner Andrews seconded the motion. Vote 4-1 with Commissioner
330 Ring abstaining.
331

332 **7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**
333 **ISSUES PURSUANT TO 1 M.R.S.A. § 405 (6) (A), ACQUISITION OF**
334 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**
335 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**
336 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**
337 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**
338 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**
339 None
340

341 **8 PUBLIC COMMENT(S) ON ANY ITEM(S)**
342 None
343

344 **9 ADJOURN**

345 Commissioner Clark motioned to adjourn. Commissioner Andrews
346 seconded the motion. Meeting adjourned at 6:01 p.m.



County of York
45 Kennebunk Road
Alfred, ME 04002

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MEMORANDUM OF AGREEMENT

This Agreement is made by and between York County (the "County") and the Town of Ogunquit, Maine (the "Town") (each individually a "Party", or collectively, the "Parties").

PURPOSE. The purpose of this Agreement is to formalize the commitment of the Town and York County and to outline a framework for the use and funding of dredging operations utilizing the dredge owned by the County (the "Dredge"), which will later be memorialized in a formal contract.

USE: York County's Dredge can be used to collect sand and deposit it on the shorelines, thereby restoring dunes and beaches to pre-disaster condition and making them more resilient by bolstering the structure and appearance of the beaches in York County and compensating for the sand lost to storm erosion.

STAFFING: The County intends to contract-out the staffing of the Dredge to established and experienced dredging companies and/or personnel.

FUNDING: The County agrees to cover all startup costs associated with the Dredge including, but not limited to, costs associated with the transport, assembly, movement, maintenance (including preventive maintenance), and seaworthiness of the Dredge; the staffing of the Dredge; and any administrative oversight and record keeping associated with the dredging process.

However, there is also a significant amount of engineering work and other professional services that will be required prior to the start of specific dredging projects. Each Town dredging project in which the Dredge will be utilized must be professionally engineered. The Town may either hire its own engineer to perform those services or reimburse the County for said engineering services. In the event the Town decides to have the County be responsible for engineering services, the County agrees to coordinate those engineering and professional service efforts, make any advance payments for those services, and then invoice each Town for those costs on a proportionate basis as they are incurred. The objective of this process is to attempt to make sure that dredging operations are planned and conducted in a manner consistent with federal permitting requirements and other state and federal regulations. The goal of this step would be to develop the costs associated with the defined dredging project.



County of York
45 Kennebunk Road
Alfred, ME 04002

Ph: 207.459.2500
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Dredging Services: By signing this Agreement, the Town is not obligated to utilize the County Dredge. The Town may choose to put a project out to bid or may determine that the County Dredge is the sole source for dredging services for the project.

Before actual dredging projects commence, a contract will be developed between the County and Town outlining the specific project in the event the Town chooses to utilize the County Dredge.

TRAINING: The Town agrees to make its Harbor Master or other designated individual available for training on the Dredge on such dates as may be provided to them by the County.

INDEMNIFICATION: In future contracts, each party will agree to indemnify the other party from claims due to the negligent acts of its employees, subject to the limitations set forth in the Maine Tort Claims Act.

Date: _____

Signed: _____

Name: Greg Zinser

Title: York County Manager

05/08/2024 | 1:23 PM EDT

Date: _____

Signed: Matthew Buttrick

Name: Matthew Buttrick

Title: Town Manager

**YORK COUNTY LAW ENFORCEMENT
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 Wells, Town of York, York County Sheriffs Office, Maine, located in the Country 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 the 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 existed or fully committed its available police manpower and/or resources, and/or where additional manpower and/or resources are requested 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.

- 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.
- V. It is expressly understood that the assistance is voluntary and does not require compulsory reply when invoked. The form and duration of assistance to be provided shall be determined by the responding agency. Any and all such services may be recalled at the discretion of the responding agency.
- VI. Police officers of the responding department shall have full authority and police powers as granted under Title 30-A M.R.S.A. Section 2674, that such officer shall have the authority to exercise police powers in the jurisdiction of a party of this compact only when their assistance officially requested by the Chief of Police/Sheriff or their authorized representative.
- VII. All Officers rendering aid to a requesting department shall have the same powers, duties and privileges as do members of the requesting department.
- VIII. When assistance is requested under this compact, the Chief of Police/Sheriff or their designee of the requesting department shall be in charge of the entire police operation within their jurisdiction. Police personnel, equipment and vehicles which are furnished by the responding agency shall remain under the direct supervision of the responding agency's senior police official as far as it is practical. Every effort will be made to coordinate the police action through the senior officers of the responding agencies for the direction to the responding agency personnel.
- IX. The responding agencies shall be responsible for the salaries and benefits of the responding officers; for all equipment of the responding department that may be lost, damaged or destroyed; and for any injuries to any personnel of the responding agency while providing aid to the requesting agency.
- X. The responding agency will assume its own liability for personal injury or property damage caused by or occurring to the law enforcement officers of the responding agency, except to the extent attributable to command or operational decisions made by the requesting department.
- XI. Each agency hereto has the right to unilaterally withdraw from this compact upon giving ten (10) days written notice of intention to the other parties of the compact and thereafter the compact shall become null and void at the end of the said ten (10) days for the withdrawing agency.

- XII. Any unforeseen problems developing as a result of this compact shall be resolved by the joint actions of the Chief of Police/Sheriffs or their authorized agent.
- XIII. This agreement constitutes the entire understanding between the agencies. Any modifications or additions to the term and provisions hereof shall be in writing and executed in the same manner and with the same formality as this agreement.
- XIV. This agreement shall remain in full force and effect from the date of this agreement unless other agreements are provided for pursuant to paragraph XI.
- XV. This agreement shall supersede any existing mutual aid agreements for law enforcement services previously executed by and between the indicial communities.

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

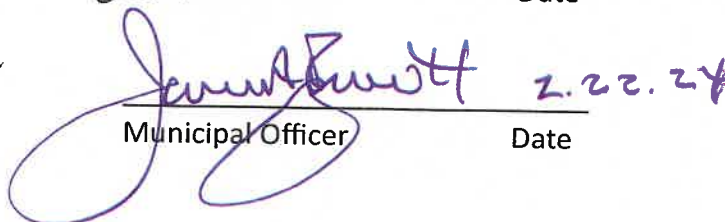
Berwick

 2/5/24
Chief of Police Date

 2/5/24
Municipal Officer Date

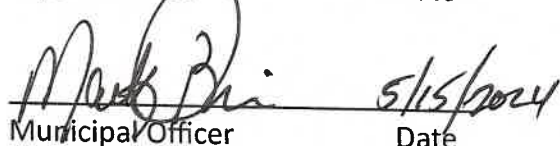
Biddeford

 02/20/2024
Chief of Police Date

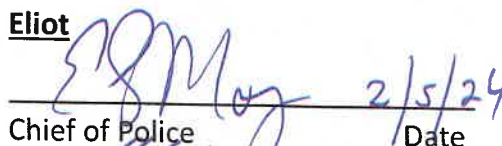
 2.22.24
Municipal Officer Date

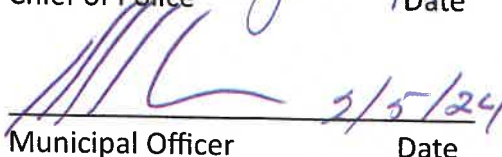
Buxton

 5/14/2024
Chief of Police Date

 5/15/2024
Municipal Officer Date

Eliot

 2/5/24
Chief of Police Date

 2/5/24
Municipal Officer Date

Kennebunk

R. L. M. D. 4/10/24
Chief of Police Date

Michaela Bach 4/10/24
Municipal Officer Date

Kennebunkport

G. A. D. 4/11/24
Chief of Police Date

Samuel Saul 4/11/24
Municipal Officer Date

Kittery

R. B. B. 1-31-24
Chief of Police Date

[Signature] 2-1-24
Municipal Officer Date

North Berwick

Stephen C. P.
Chief of Police Date

[Signature] 4/15/24
Municipal Officer Date

Ogunquit

[Signature] 1/31/24
Chief of Police Date
John Lianecz

Municipal Officer Date

Old Orchard Beach

[Signature] Elise Chard 5/14/24
Chief of Police Date

[Signature] 5/14/2024
Municipal Officer Date

Saco

[Signature] 3-18-24
Chief of Police Date

[Signature] 3-18-24
Municipal Officer Date
John P. Schenk

Sanford

[Signature] 4/12/24
Chief of Police Date

[Signature] 4/12/24
Municipal Officer Date

South Berwick




Chief of Police 1/31/24
Date



Timothy C. Pelletier 1/31/24
Town Manager
Municipal Officer Date

Wells



Chief of Police 5/7/24
Date



Town Manager 5/2/24
Municipal Officer Date

York



Chief of Police 01/31/2024
Date



Town Manager 2/2/24
Municipal Officer Date

York County

Sheriff Date

County Commissioner Date



Robert L. Andrews
Vice-Chairperson
District 1

Richard R. Dutremble
Chairperson
District 2

Justin Chenette
District 3

Donna L. Ring
District 4

Richard Clark
District 5

COUNTY COMMISSIONERS
COUNTY OF YORK

45 Kennebunk Road
Alfred, Maine 04002

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

www.yorkcountymaine.gov

Gregory T. Zinser
County Manager

Kathryn A. Dumont
Assistant to the Manager

Lorene B. Lemieux
Finance Director

Linda M. Corliss
Deputy County Manager
Human Resource Director

YORK COUNTY PROCLAMATION

WHEREAS, the County of York supports the rights of all persons to coexist with equality and freedom from discrimination; and

WHEREAS, LGBTQ+ (lesbian, gay, bisexual, transgender and queer) Pride Month is celebrated nationally each year in the month of June; and

WHEREAS, while society at large increasingly supports LGBTQ+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the County of York's LGBTQ+ community and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

NOW THEREFORE, we the York County Commissioners, do hereby proclaim June 2024 as Pride Month in York County and encourage residents to reflect upon the continuing struggle for equality by members of the LGBTQ+ community.

PROCLAIMED AND APPROVED this 5th day of June 2024.

Commissioner Richard Dutremble, Chairperson

Commissioner Justin Chenette,

Commissioner Richard Clark

AGREEMENT FOR THE LEASE OF YORK COUNTY COURTHOUSE OFFICE SPACE

This Lease Agreement (the "Lease") is entered into this ____ day of ____, 2024, by and between York County ("LESSEE"), and Mr. Gary A. Fuschillo ("LESSOR").

WITNESSETH:

WHEREAS, LESSEE owns and operates office space at the York County Courthouse, 45 Kennebunk Road, Alfred, ME 04002.

WHEREAS, LESSEE desires to lease this premises to LESSOR on the terms and conditions set forth in this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Lease, LESSEE and LESSOR agree as follows:

SECTION 1. PREMISES

- 1.1. LESSEE agrees to lease to LESSOR 943 square feet of office space that includes a bathroom which is located on the second floor and is otherwise known as the former chambers of the Judge sitting in the York County Courthouse.

SECTION 2. TERM

- 2.1. Initial Term. This Lease shall become effective ____, 2024 (the "Commencement Date") and shall remain in effect until ____, 2025.
- 2.2. Renewals. This Lease may be renewed for successive periods of one year, or any other term agreed to by the parties, by written agreement executed by the parties. (The initial term and any renewal terms shall collectively be referred to herein as the "Term"). LESSOR shall notify LESSEE in writing at least ninety (90) days prior to the expiration of the one-year term (or any renewal term) of its intent to renew the lease. Notwithstanding that LESSOR shall have failed to have given written notice to LESSEE in accordance with this Section, LESSOR's option to renew the Term of this Lease shall nevertheless continue until fifteen (15) days after LESSEE shall have given LESSOR written notice of its failure to so renew.

SECTION 3. RENT

- 3.1. Rent. LESSOR agrees to pay LESSEE a total monthly rent of seven-hundred and eighty-five dollars and eighty-three cents (\$785.83) for the premises.
- 3.2. Invoice and Payment. LESSOR will pay monthly rent to LESSEE no later than the first day of each month.

SECTION 4. SECURITY AND ALARM SYSTEMS

- 4.1. Responsibility for Security and Alarms. LESSEE shall be responsible for providing and overseeing all security and alarm systems for the building in which the premises are located. To the extent that LESSOR would like a separate installed in the premises, approval must first

be sought and obtained from the LESSEE.

SECTION 5. UTILITIES AND SERVICES

- 5.1. Utilities. LESSEE shall provide the following utilities to LESSOR: heat and air-conditioning, electricity, water and sewer.
- 5.2. Cleaning. LESSOR is responsible for maintaining the regular cleaning of premises to ensure premises always remain tidy and sanitary.
- 5.3. Cost. Except as provided above, the cost of all utilities, services, and items provided by LESSOR pursuant to Section 5.1 shall be included in the Rent.
- 5.4. Breach. A failure by LESSEE to provide any of the utilities or services required by Section 5.1 shall be deemed a breach of this Lease, provided, however, that LESSOR must notify the LESSEE in writing of the alleged breach and the breach is not cured by the LESSEE within fifteen (15) days of receipt of said notice.

SECTION 6. REPAIRS, MAINTENANCE, AND ALTERATIONS

- 6.1. LESSEE's Responsibility. LESSEE represents and warrants that the premises, the structural components thereof, and all systems that serve the LESSOR, including, without limitation, the electrical, heating and air-conditioning, plumbing, sewerage/septic are in good working order as of the Commencement Date. Except as provided herein, LESSEE shall maintain the premises, the structural components thereof, and all such systems in good repair during the Term. Unless the parties agree otherwise, LESSEE shall be responsible for performing all repairs and maintenance to the premises.
- 6.2. No Alterations, etc., by LESSOR. LESSOR shall make no alterations, additions, improvements or repairs to the premises without the prior written consent of LESSEE.
- 6.3. Access. LESSEE may enter the premises during the Term for the purpose of inspecting the premises or to make necessary repairs, alterations, or improvements. Except in emergencies, when the LESSEE inspects the premises in accordance with Section 6.3, the representative inspecting the premises for the LESSEE may be accompanied during the inspection by a LESSOR representative.
- 6.4. Notice of Repairs, etc. LESSEE, except in the case of emergency repairs, maintenance, or alterations, shall give LESSOR prior written notice of any repairs, maintenance, or alterations on the premises.

SECTION 7. DAMAGE

- 7.1 LESSOR shall reimburse LESSEE for the cost of repair of any damage to the premises caused by LESSOR other than ordinary facility wear and tear. LESSOR shall reimburse the LESSEE for all material and labor, including labor by LESSEE employees at their respective hourly wages within thirty (30) days of the receipt of an itemization of the cost of repair.
- 7.2 "Wear and tear" means damage that naturally and inevitably occurs due to normal and

intended use of the premises.

- 7.3 The LESSEE shall send to the LESSOR a notice of damage caused by the LESSOR within two (2) business days of the discovery of such a condition.

SECTION 8. COMMUNICATIONS

- 8.1. Parties' Contacts. Except as provided in Section 9.3 or as otherwise expressly provided in this Lease, all written and oral communications required by, or made in the conjunction with this Lease shall be made to XXXX or designee for LESSEE and to Mr. Gary A. Fuschillo or designee (for LESSOR).

SECTION 9. TERMINATION

- 9.1 Mutual Agreement. This Lease may be terminated prior to expiration by mutual written agreement of the parties.
- 9.2 Without Cause. LESSOR and the LESSEE may terminate this Lease without cause prior to expiration by written notice to LESSEE or LESSOR. Termination by said notice shall become effective sixty (60) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate and the effective date of the termination.
- 9.3 Notice. A notice to terminate under Section 9.2 shall be deemed duly served if delivered by certified mail, return receipt requested, or by guaranteed overnight delivery service, to the York County Manager as follows:

Mr. Gregory T. Zinser
145 Jordan Springs Road
Alfred, Maine 04002

SECTION 10. SURRENDER

- 10.1 LESSOR shall, no later than 5 days after the expiration or termination of this Lease, (i) remove all of LESSOR's goods and effects from the premises and (ii) deliver to the LESSEE all keys and devices used to access the premises. LESSOR and the LESSEE shall conduct a final walk through the premises and note in writing any damage (other than normal correctional wear and tear) or missing fixtures.

SECTION 11. COMPLIANCE

- 11.1 LESSEE agrees that on the Commencement Date and throughout the Term, the premises will follow all federal and state laws and regulations, and all ordinances of the Town of Alfred. LESSOR agrees to operate the premises in compliance with all federal and state laws and regulations, and all ordinances of the Town of Alfred.

SECTION 12. INSURANCE

- 12.1 LESSEE shall be responsible for and shall pay for fire and hazard insurance for the premises during the Term. LESSOR shall be responsible for obtaining renter's insurance for all furniture, equipment, documents, and materials maintained within the premises.

SECTION 13. PARKING

- 13.1 LESSEE agrees that during the Term, LESSOR personnel and visitors for LESSOR will have the right to use parking spaces in the York County Courthouse parking complex.

SECTION 14. SEVERABILITY

- 14.1 Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of the Lease shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

SECTION 15. WAIVER OF RIGHTS

- 15.1 No waiver of any right under this Lease 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.

SECTION 16. GOVERNING LAW

- 16.1 This Lease shall be governed in all respects by the laws and regulations of the State of Maine.

SECTION 17. SUPERVENING LAW

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

SECTION 18. ASSIGNMENT/SUBLEASING

- 18.1 Neither LESSEE nor LESSOR may assign its rights or obligations under this Lease without the prior written consent of the other party. LESSOR may not sublease the whole or any part of the LESSOR Unit.

SECTION 19. NON-APPROPRIATION CLAUSE

- 19.1 This Lease is made subject to available budgetary appropriations and shall not create any obligation on behalf of York County in excess of such appropriations. York County agrees to use good faith efforts to seek appropriations in an amount sufficient to meet its obligations under this Lease. If funds are not appropriated, or the amount of funds appropriated to York County are reduced such that York County determines it cannot meet its obligations under this Lease, York County, upon thirty (30) days written notice to Lessor, may terminate this

Lease without further obligation to Lessor. This provision shall not be construed to permit York County to terminate this Lease to enter a new lease with a third party for similar premises for substantially the same purposes.

SECTION 20. AMENDMENT

- 20.1 This Lease 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 both parties.

SECTION 21. ENTIRE AGREEMENT

- 21.1. This Lease contains the entire agreement of the parties, and the parties shall not be bound by any statement or representation not contained herein.

[Remainder of page left blank intentionally — signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate originals on the day and year first written above.

COUNTY OF YORK as LESSEE

By: Gregory T. Zinser
Its: County Manager

LESSOR



Quotation



Customer no.
91438442

Quotation no. 136258847 Date of offer 03/06/2024

Please reference on inquiries

Customer
YORK CTY EMERG MANAGEMENT AGENCY
149 JORDAN SPRINGS RD
ALFRED ME 04002-3432

Payer 91438442
YORK CTY EMERG MANAGEMENT AG
149 JORDAN SPRINGS RD
ALFRED ME 04002-3432

Your request

ROGER HOOPER

Ship-To party 91438442
YORK CTY EMERG MANAGEMENT AG
149 JORDAN SPRINGS RD
ALFRED ME 04002-3432

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: 136258847
Responsible: JIM HAWLEY

Telephone: 234-430-2930
Fax:
E-mail: jim.hawley@draeger.com

Best regards
Draeger Inc.

This document has been electronically generated and is valid without a signature.

Draeger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road; Telford, PA 18969
An Equal Opportunity Employer M/F/V/H
Telephone 800-437-2437
<http://www.draeger.com>

Remit to:
LOCKBOX (Standard USPS)
Draeger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS Lockbox Processing
Lockbox #13369
100 Grove Road
Suite E
West Deptford, NJ 08066

Remit US Wire Transfers to:
Account Name: Draeger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005

Quotation



Customer no.
91438442

Quotation no.
136258847

Date of offer
03/06/2024

Please reference on inquiries

Payer
91438442

Page 3 / 7

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>smoke.</p> <ul style="list-style-type: none"> - One (1) large Rooftop platform to create 5th level training - Series of exterior platforms with coinciding staircases both internal and external. - Standard doors and windows included - Three (3) single Bailout windows with internal upper and lower tie off tubes. - One (1) double Bailout window with internal upper and lower tie off tubes. - Forcible entry door - Internal staircase doghouse dormer located on the roof of the fourth division. - Pass throughs that are sealed. - 36" round hatch3 - 6" manhole prop - Industrial Caged ladder to roof - Two Standpipes - Rappel Swivel Anchors - Safety gates - Ladder rope tie-offs located on the lower portion of the first division. - Parapet walls - Sprinkler heads for wedge drills with shut-off valves in multiple containers - Temperature Monitoring System with thermocouples # One Monitor and a total of six (Thermocouple Probes). - Training system will have the ability to add other modules for the future. - Hose access in multiple locations including internal hose connections. - One Draeger supplied Low flow water nozzle for each burn room. A total of 3. - Orientation Signage and Brackets included. - Signage for York County's Logo. - No electrical items have been added to this system. Electricity and lighting may be installed by a licensed contractor within York County. This will be the responsibility of York County, ME. 		

Quotation



Customer no.
91438442

Quotation no.
136258847

Date of offer
03/06/2024

Please reference on inquiries

Payer
91438442

Page 5 / 7

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>course for up to ten (10) of the department's instructors. The second part is a complete documentation package on operation & maintenance of the system; enables you to train with confidence.</p> <ul style="list-style-type: none"> - Certified instructors - Fire behavior - Fire control - Hydration - SCBA & safety equipment training - Heat stress management - Smoke & ventilation exercises - Container management - Ignition sources - Information on fire gases - Container operations - Heat stress - Thermal imaging camera usage - Recognition of pre-flashover conditions - Nozzle techniques - Overall safety 		
0040	1 EA	1903010	<p>FREIGHT TO CUSTOMER SITE</p> <ul style="list-style-type: none"> - Pricing does not include PE Stamped drawings. Can be provided at an additional cost if required by customer. 	42,955.00	42,955.00
----- Net value excl. Sales Tax -----					1,264,376.39
----- Total amount =====					1,264,376.39 =====

draeger

Quotation



Customer no.
91438442

Quotation no.
136258847

Date of offer
03/06/2024

Please reference on inquiries

Payer
91438442

Page 7 / 7

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>Notes:</p> <p>1) Please note pricing does not take into consideration any prevailing wage requirements, unless communicated to Draeger beforehand. If a prevailing wage requirement exists, customer will provide this information prior to PO submittal to Draeger. Pricing will be subject to change.</p> <p>2) All funds are in US Dollars.</p> <p>3) Bonding price, if required, not included.</p> <p>4) Price information valid 90 days from date on form. Pricing is subject to change once quotation is past validity.</p> <p>5) Any building or electrical contractor permits are responsibility of customer and are not included.</p> <p>6) Warranty is 12 months after handover.</p> <p>7) Training Systems which have completed fabrication but cannot be delivered due to delays on the part of the customer, may be charged a Storage Fee in the amount of 2% of the project value, to be assessed every thirty days after an initial 30-day free storage period has passed, until delivery is possible.</p> <p>8) Milestone Payment terms: A. 25% of total project price will be invoiced on notice to proceed. B. 75% of total project price will be invoiced after training (if applicable), installation and delivery are complete.</p> <p>9) Country of Origin (CoO) for all Class A fire training systems: USA.</p> <p>In the event Customer is not ready for product to be delivered on the confirmed delivery date, Customer must notify Draeger, Inc. 30 days prior to confirmed delivery date to reschedule. If Customer fails to provide notification, Draeger, Inc. may invoice Customer for products and any additional costs to hold product until Customer is ready for delivery.</p>		

DRAEGER, INC. TERMS AND CONDITIONS OF SALE (SAFETY)

1. **GENERAL.** These terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger"), and the purchaser ("Customer"). Goods and Service are referred to herein collectively as "Product." The agreement governing this sale and purchase of Product ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date the applicable Purchase Order ("PO") is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quote ("Quote"), and (iv) any PO submitted by Customer with respect to a Quote; provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with, the other provisions of this Agreement.

2. PRICES.

(a) Prices are as stated in the Contract Document. If no Contract Document is in effect at the time the order is filled, the prices shall be as stated on the applicable Quote; provided, that such Quote is valid at that time. In all other cases, prices are those currently in effect on Draeger's standard price list at time of shipment. Unless otherwise stated in writing by Draeger, prices include the cost of standard domestic packing. Prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties, or other charges related to Product. Customer shall bear the cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license, or similar fees, which may be imposed upon the sale, use, or performance of the Product.

(b) If this Agreement is for multiple years, then the prices set forth herein are fixed only for the first 12 months hereof. Thereafter, Draeger may adjust the prices ("Price Adjustment"), pursuant to a proposed Price Adjustment notice ("Price Adjustment Notice"). Draeger shall provide the Price Adjustment Notice to Customer, in writing, specifying the adjustment, no less than 90 days in advance of a proposed Price Adjustment ("Price Adjustment Notice Period"). If Customer objects to the proposed Price Adjustment during the Price Adjustment Notice Period, then, notwithstanding anything else in this Agreement to the contrary, Draeger may cancel this Agreement with 60 days' notice without penalty ("Price Termination Notice"). During the 60-day Price Termination Notice period, Customer may continue to purchase Products at the then-current price. If Customer does not object to the proposed Price Adjustment, then such proposed Price Adjustment shall go into effect on the date stated in the proposed Price Adjustment Notice and shall be incorporated herein by reference. Draeger shall fill all POs received prior to the effective date of the Price Adjustment or, if earlier, the termination of this Agreement, at the then-current prices. Unless otherwise agreed to by Draeger and Customer, all other terms, conditions, and provisions of this Agreement shall continue unchanged and remain in full force and effect after any such Price Adjustment. A Price Adjustment does not obligate any of the Parties to agree to any other modification of this Agreement.

3. PAYMENT TERMS.

(a) Unless otherwise agreed in writing, Customer shall make payment in full without any set-off (for any reason) no later than 30 days from the date of invoice in United States Dollars ("USD"). Partial shipments of Goods shall be invoiced as shipped. Draeger reserves the right to require (i) payment in advance, (ii) cash on delivery, or (iii) a modification of credit terms.

(b) Notwithstanding the foregoing, payment on advance orders paid by credit card shall be charged and paid for at that time of the order. All payments made with personal credit cards may include an administrative fee of up to 2.8% of the value on the invoice. Payments made through corporate purchasing credit cards may include an administrative fee of up to 2.5% of the value on the invoice.

(c) Draeger reserves the right in the event of late payment: (i) to suspend all deliveries or Service or to cancel any of its outstanding obligations under this Agreement; or (ii) to charge interest on the late payment calculated on a day-to-day basis until the actual date of payment at the lower of (A) an annual rate of 12% or (B) the maximum rate allowed by law. Such remedies are in addition to any other rights or remedies available to Draeger under the law.

(d) If Customer pays less than the full amount due, the payment will be applied toward the outstanding balance. Draeger's acceptance of part of the amount due shall not interfere with Draeger's right to recover the balance of the amount due or right to pursue any other right or remedy under the law.

(e) All POs are subject to credit approval by Draeger.

4. DELIVERY, INSTALLATION, RISK, AND TITLE.

(a) Title to, and risk of loss for, the Goods shall pass to Customer upon delivery as determined on the basis of FCA (INCOTERMS 2020) prepay and add all related transportation and insurance costs as a separate line item to the invoice to Customer unless Customer provides their own transportation provider and/or account number in which case the delivery is determined on the basis of EXW (INCOTERMS 2020). Upon passage of title of the Goods from Draeger to Customer or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods, Customer shall be responsible and liable for, and agrees to defend and indemnify Draeger against, all claims, injuries, losses fines, penalties, damages, or costs resulting from Customer's storage, handling, disposal, release, use, or resale of the Goods or their containers.

(b) Delivery, installation, and completion dates are only approximate and Draeger will not be liable for failure to meet such dates. Notwithstanding the foregoing,

Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Draeger's sole discretion or, with Draeger's consent, at Customer's request.

(c) Unless stated otherwise in writing by Draeger, freight and transportation costs, including standard ground transportation, packing, custom duties, and other similar charges, shall be borne as follows: (i) for PO orders equal to or less than \$15,000, Customer shall bear all such costs, (ii) for PO orders greater than \$15,000, Draeger shall bear all such costs. Notwithstanding the foregoing, in the event Customer requests an expedited order, Customer shall bear the additional costs.

(d) Customer shall use commercially reasonable efforts to allow for timely delivery of Goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits.

(e) Installation costs, if applicable, are included in the price of Goods, unless indicated as a separate Service on the Contract Document or Quote.

Customer is responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including, without limitation, (i) engaging in any required labor, (ii) acquiring any required materials, (iii) to the extent applicable, ensuring that the Customer's network (A) meets any Draeger specific requirements, and (B) is fully functioning as mandated by all manuals and other instructions requested of Customer by Draeger, and (iv) ensuring compliance with all governmental requirements, including without limitation, all certifications and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

5. **ACCEPTANCE.** Customer shall inspect Goods received and notify Draeger of any Nonconforming Goods prior to acceptance. Goods shall be deemed to be accepted by Customer 15 days from date of delivery; provided, however, that (i) if earlier, acceptance shall occur immediately on the first day Customer uses Product, or (ii) with respect to Goods requiring installation (other than connection to Customer network), acceptance shall occur on the earlier of 5 days after installation or 30 days after delivery. Installation shall be deemed to be completed upon final verification under Draeger's standard procedures that Goods meet all applicable written performance obligations. For this purpose, "Nonconforming Goods" means (i) Goods that are different from those identified on the PO confirmation or (ii) Goods with label or packaging that incorrectly identifies contents. Draeger shall, at its sole discretion, replace Nonconforming Goods with conforming Goods or credit or refund the price of Nonconforming Goods. Such remedy is the exclusive remedy for Nonconforming Goods. Draeger shall bear the shipping costs related to return and replacement of Nonconforming Goods.

6. CHANGES AND RETURNS.

(a) POs may not be changed or canceled after PO is accepted by Draeger.

(b) Draeger reserves the right, subject to written notice, to substitute Goods or change specifications of Goods, which, in Draeger's judgment, does not materially affect the installation, performance, function, or price thereof. Goods may only be returned with prior authorization from Draeger. Eligible returns must follow the Customer Material Return Process in effect at the time of return as specified at <https://www.draeger.com/Library/Content/RMA-Process-Safety-2023.pdf> and which is hereby incorporated herein by reference ("RMA Process"). Unless warranty applies or in the case of a Nonconforming Good, restocking fees of up to 25% may apply.

7. DELAY OR FAILURE TO PERFORM OBLIGATIONS.

(a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, or employees.

(b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God, war, terrorist threats or acts, civil disturbance, fire, or other casualty, pandemic, strike, labor dispute, or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

8. WARRANTY.

(a) **Goods.** Draeger warrants that under normal use and with prescribed maintenance, storage, and care, Goods are free from defects in material and workmanship for the warranty period. Except as provided in a separate warranty statement in Goods manual or otherwise provided with Goods, the warranty period for new capital equipment is 12 months from date of delivery and disposable and consumable Goods (excluding sensors) are warranted at time of delivery only. All other Goods are warranted for 90 days from (i) date of delivery or (ii) in the case of software, date of implementation sign-off, or first productive use. Warranty is conditioned on (i) Customer providing immediate written notice of warranty-related claim to Draeger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Goods other than by Draeger or its authorized representatives, (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Goods in compliance with the instructions and specifications provided with Goods or incorporated into this Agreement, (iv) use of Goods only for the use intended by Draeger, (v) defect not related to the attachment of Goods to non-Draeger

(e) **Integration and Survival.** This Agreement together with any attachments or other documents incorporated by reference herein, constitute the entire agreement. The terms of this Agreement that by their nature are intended to survive its expiration or termination will continue in full force and effect after its expiration or termination.

(f) **Severability; Headings.** No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(h) **Relationship of the Parties.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) **Injunction.** Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Sections 14 or 17 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) **Limitation of Actions.** Any action against Draeger arising out of this Agreement shall be commenced within one year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) **Notices.**

Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention President with a copy to the same address to the attention of General Counsel (such copy shall not constitute service of process).

End of Terms and Conditions of Sale (Safety)



County of York
45 Kennebunk Road
Alfred, ME 04002

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Fax: 207.324.9494
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May 31, 2024

TO: County Commissioners
FROM: Linda Hutchins-Corliss
Deputy County Manager / HR Director
RE: Recommend Change to the York County Human Resource Policy Manual

I would like to recommend the following change be made to the York County Human Resource Policy Manual.

Under Section 4: Compensation and Pay Practices; sub-section Work Week and Work Schedule

Alternative Schedule

A four-day work week may be requested to be utilized by non-union employees and those employees where a four-day work week is covered under their collective bargaining unit. Not all positions within the county will be conducive to a four-day work schedule based on the operational needs of the department and approval of a four-day work week is at the discretion of the department leader. This includes the determination of hours and days within the week to be scheduled. The preference is to have established days/hours, any change to established scheduled need to be approved by the department leader in advance.

Those employees on a four-day work week will need to utilize any Planned Time Off (PTO) / Vacation and/or Sick time, in ten-hour increments.

All holidays, county closures or other approved paid time off will be paid at the scheduled, full-day rate. Holidays approved by the County Commissioners that fall on a scheduled day off between Monday through Friday, can be taken on another day during that same pay period. If a regularly scheduled holiday falls on a scheduled day off, additional compensation will not be granted.

Employees approved for an alternative four-day workweek will be allowed to sell back up to (80) hours of PTO during the month of December. Non-union full-time employees covered by this policy may carry forward a maximum of 200 hours. Said 200 hours may be maintained from year to year but may not be increased above 200 hours.

No employee will be required to participate in a four-day work week. Any employee who would like to transition into a four-day workweek must have prior approval from their department leader and must make the transition at the start of a new pay period. If an employee elects to return to the standard five-day work week, they may do so at the beginning of the pay period approved by the department leader. Approval must be granted within four pay cycles of the request.