

1 **COMMISSIONERS' MEETING**

2 **November 20, 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, November 20, 2024, A. D. at 4:30 P. M.

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13 **COMMISSIONERS PRESENT:**

- 14
- 15 Richard R. Dutremble
- 16 Richard Clark
- 17 Robert Andrews
- 18 Justin Chenette
- 19 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 **11-20-2024 ITEM**

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- 26 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**
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- 28 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**
- 29 a. Commissioners' meeting of November 6, 2024
- 30 Commissioner Clark motioned to approve the minutes of the November 6th
- 31 meeting. Commissioner Andrews seconded the motion. Vote 5-0.
- 32
- 33 **3 TO APPROVE TREASURER'S WARRANTS**
- 34 a. Warrants to be approved on November 6, 2024 in the amount of \$1,139,271.67
- 35 Commissioner Clark motioned to approve the warrant. Commissioner Ring
- 36 seconded the motion. Vote 5-0.
- 37 b. Warrants to be approved on November 13, 2024 in the amount of \$392,425.22
- 38 Commissioner Clark motioned to approve the warrant. Commissioner
- 39 Andrews seconded the motion. Vote 5-0.
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- 41 **4 TO HEAR ANY REPORTS FROM THE COUNTY**
- 42 **COMMISSIONERS**
- 43 Commissioner Dutremble stated that all Commissioners in the State of Maine will
- 44 be receiving an invitation to meet with the State Department of Public Safety
- 45 regarding rural patrol.
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5 **NEW BUSINESS**

a. ~~To introduce Donald Dumont and Meteorologist Hendricus Lulofs from the National Weather Service to present a "Weather Ready" Certificate to EMA~~

b. Update on labor contract(s) - County Manager Zinser informed all that this item will be discussed in executive session.

County Manager Zinser informed the Commissioners that he was notified on November 4th that there would be an increase of 7% in the rates for next year for our health insurance through Maine Municipal. Therefore, we went out to bid, he explained. We have decided to go with Harvard Pilgrim with a decrease of 7.75%. All unions have agreed and the entire reduction is being given to the employees. Commissioner Clark motioned to terminate Maine Municipal Employee Health Trust by reading the following Resolution:

Be it resolved, by the County Commissioners of the County of York, as follows: That the County of York, will terminate its participation in a Multiple Employer Welfare Arrangement for the provision of employee health benefits, as authorized by 24-A M.R.S.A. 6601 et seq., said arrangement to be know as the "Maine Municipal Employee Health Trust". The prior authority granted shall be revoked effective December 31, 2024.

Commissioner Chenette seconded the motion. Vote 5-0.

County Manager Zinser explained that each union contract is different so some contracts allow for more of a contribution from us but it is a fixed percentage rate.

6 **OLD BUSINESS**

a. To review and approve the Findings of Facts for the tax abatement denial appeal of Keith and Gretchen Benggio

County Manager Zinser explained that an issue arose Monday morning regarding this (matter) with the Town of Cornish asking some questions. We sent these questions to our attorney and the attorney modified the Findings of Facts.

Commissioner Clark motioned to approve the Findings of Facts as presented. Commissioner Andrews seconded the motion. Vote 5-0.

b. Update on general Legislative meeting with Coastal Delegation members

County Manager Zinser informed the Commissioners that the date of December 10th at 8:30 a.m. has been chosen to have a legislative delegation meeting with The Coastal Delegation members. He added that the meeting will be here at 8:30 a.m.

Commissioner Chenette asked County Manager Zinser to inform the Commissioners of which local legislators are going to attend.

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**

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CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)

Commissioner Clark motioned to enter into executive session pursuant to 405 6(D) labor negotiations. Commissioner Andrews seconded the motion. Vote 5-0.

Commissioner Clark motioned to come out of executive session. Commissioner Andrews seconded the motion. Vote 5-0.

No action was taken.

HEARD BEFORE ITEM 7

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

No public comments

9 ADJOURN

Commissioner Clark motioned to adjourn the meeting. Commissioner Andrews seconded the motion. Vote 5-0.

Meeting adjourned at 5:40 p.m.

DRAFT



County of York
45 Kennebunk Road
Alfred, ME 04002

Ph: 207.459.2500
Fax: 207.324.9494
www.yorkcountymaine.gov

November 20, 2024

TO: County Commissioners

FROM: Linda Hutchins-Corliss
Deputy County Manager / HR Director

RE: Recommend Change to the York County Human Resource Policy Manual:
Compensation Plan

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 Compensation Plan. I would like to propose a change in the compensation plan for those non-union employees hired after January 1, 2014, to bring these employees in line with pay practices throughout the county. This change will better represent the county's desire to hire and retain qualified, professional employees.

Under Section 4: Compensation and Pay Practices; sub-section Compensation Plan

Current Language:

The County strives to fairly compensate our employees. We value our employees and volunteers their contribution. As an employer we believe that it is in the best interest of both the organization and our employees to fairly compensate our workforce for the value of the work provided.

The specifics of our various compensation plans are outlined in each of the Department's union contracts. Employees should direct specific questions about their plans to either the Department Leaders or the County Manager or designee.

Current non-union employees (as of December 31, 2013) covered by this policy receive a 2% increase on their anniversary date from year 1 through year 20.

All non-union employees hired on or after January 1, 2014, will receive a two percent (2%) increase after three full years of employment and increases of 2.5% of their base hourly rate of pay after the completion of their eighth, thirteenth, eighteenth, twenty-third and twenty-eighth years of full-time employment upon obtaining a successful performance evaluation.



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Proposed Policy/Language Change:

The County values contributions made by all county employees. We believe it is in both parties' interests to strive to compensate our workforce fairly for the value of work provided. Specifics of union compensation policies are outlined in the various collective bargaining agreements. Questions regarding union member compensation should be directed to the individual union representatives or the county manager and/or designee.

All non-union employees hired prior to January 1, 2014, will receive a two percent (2%) increase on their date of hire anniversary.

All non-union employees hired on or after January 1, 2014, will receive a two percent (2%) increase every two years of full-time employment upon obtaining a successful performance evaluation.

I am requesting this change be made effective January 1, 2025.



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November 26, 2024

TO: County Commissioners
FROM: Linda Hutchins-Corliss
Deputy County Manager / HR Director
RE: Maine Paid Family Medical Leave

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

Under Section 5: Employee Benefits and Leave Plans

Maine Paid Family Medical Leave

Employees of York County are eligible for Paid Family and Medical Leave (PFML) beginning May 1, 2026. To be eligible, the employee must have earned at least six times the State Average Weekly Wage (SAWW) in four of the previous five completed quarters. The PFML program provides up to 12 weeks of paid leave for family, medical, military status, or safe leave from abuse or violence. The Maine Department of Labor (MDOL) is responsible for the implementation and administration of this leave. The State requires payroll contributions up to 1% of wages, and the employer may charge up to 0.5% of that fee to each employee as a payroll deduction beginning January 1, 2025. The State may amend the percentage from time to time and the County will be required to adjust the policy accordingly. But it will remain the intent of the County to split the cost fifty-fifty between the county and the employee. PFML may run concurrently with FMLA leave.

Qualifying Reasons for Leave

If eligible, an employee may be able to take up to 12 weeks of paid leave during a 12-month period for the following reasons:

- Family Leave – to care for a family member with a serious health condition.
- Medical Leave – to care for one’s own health condition.
- Safe Leave – to stay safe or help a family member stay safe after abuse or violence.
- Military Leave – for emergencies related to a family member’s impending military deployment.



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Procedure and Time for Requesting Leave

In the event PFML is needed, the employee must apply through the MDOL. It is requested that the need for PFML is relayed to the County and your supervisor within reasonable notice, as soon as practical or at least 30 days, whichever is longer.

Pay During PFML Leave

Pay during PFML will be paid by MDOL on a tiered system based on the SAWW. Wage replacement is 90% of $\frac{1}{2}$ of the SAWW plus 66% of the remainder of wage. Benefits are capped at the SAWW. SAWW will be determined annually by the MDOL. Employees may use sick, vacation or personal time off (PTO), but it may not be forced by the employer.

Benefits

The County is required to maintain its contributions toward medical coverage for up to the 12 weeks of PFML leave at the same level as if the employee were actively at work. Benefits funded by the County also continue during this period.

If employee contributions are required, such contributions remain the employee's responsibility for payment. At the employee's option, payment may be made either in advance, in a lump sum, or monthly during the leave. Employees paying for coverage continuation on a monthly basis will be required to pay on the first of each month for that month's coverage.

For more details, see MDOP labor law poster, or PFML webpage. The County will follow the most current State of Maine laws regarding PFML and those shall supersede this policy.

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

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

This agreement effective the 1st day of July, 2024 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS “York County” and the TOWN OF WATERBORO, a body politic and Corporate and having a place of business in the County of York and State of Maine (hereinafter Referred to as “the Town”).

WITNESSETH

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

WHEREAS, pursuant to Title 30 A Section 452:

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

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

1. SERVICES

- A. York County agrees, through the Sheriff's office to provide to the Town supplemental law enforcement services of a fully trained deputy who is a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County agrees that the deputy shall provide police protection and law enforcement services to the Town practicing the tenets and philosophy known as Community Policing. The assigned deputy will work within the corporate limits of the Town as such hours as are mutually agreed upon by both parties. Such services shall include, but not by way of limitation, patrolling the Town of Waterboro, responding to citizens' calls for aid, responding to complaints, enforcing State statutes and local ordinances as pertain to public safety, rendering assistance in emergencies and exercising the statutory and common law powers and duties of the sheriff for the benefit of the Town. The services of the deputy shall also include such other duties as the Town shall reasonably request to ensure as needed and within the confines of the collective bargaining agreement. York County agrees to provide written summary of service activities once per month to the Town, send a representative to the Selectmen's meeting (monthly or less frequent) as requested by the Selectmen, attend annual Town Meeting and Election Days. York County Sheriff's Office shall provide Administrative and Supervisory support services to the contract deputy. These services shall be subject to the terms set forth in the York County Employee Personnel Manual, York County Patrol Association Collective Bargaining Contract and the York County Sheriff's Office Policies and Procedures Manual.

**AGREEMENT BETWEEN YORK COUNTY
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C. York County Shall provide the Town with the following reports at dates specified:

<u>Report</u>	<u>Date</u>
Schedule for deputy assigned to Waterboro	as requested
Monthly categorical summary of calls for service for the assigned Waterboro deputies	as requested
Monthly summary of moving traffic stops with breakdown between warnings and summons	as requested
Copies of approved collective bargaining agreements Agreement that pertains to deputy assigned to Waterboro	as requested

- D. The Town understands that the deputy assigned to the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. Bona fide emergencies do not include responding to routine calls in other towns. Bona fide emergencies include such items as, responding to an armed robbery, aiding another officer making an arrest and other issues here public safety is at risk. The deputy so responding shall return to duty in the Town as soon as possible. The Town recognizes that the County of York has a contractual obligation to the deputy to provide up to 400 hours of PTO (paid time off) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA. The Town understands that its law enforcement services will be provided by the regular/routine patrol deputy when its contract deputy is on any type of leave, days off, or in training and the coverage received will be the same as towns without contract deputies.
- E. York County shall consult with the Town a minimum of (14) fourteen days prior to permanent assignment of any deputy to Waterboro or permanent re-assignment of any deputy out of Waterboro. "Permanent" shall be considered any period of time exceeding (60) sixty calendar days.
- F. York County shall make all decisions regarding hiring, retention, and termination of the deputy; However, York County shall replace the deputy with an individual meeting the qualifications in this contract as soon as practical unless the parties agree to some other arrangement. York County shall allow and invite a representative (s) from the Town to participate in the hiring of the deputy
- G. York County agrees to maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. The Town understands that the vehicle will be used for patrolling outside of the Town boundaries when the contract deputy works overtime or has out of Town official business, to include but not limited to training and meetings.
- H. The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's

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

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

2. REPRESENTATION OF COUNTY

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

3. TERM

York County agrees to provide the service specified in this contract for a period of 12 months commencing the **1st day of July, 2024** and terminating, the **30th day of June, 2025**, unless this contract is earlier terminated as set forth in Section 8 hereof, with a yearly review for adjustments to the Community Policing Program and all costs.

4. ADDITIONAL PERSONNEL

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

5. COSTS

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

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

See Addendum 1 hereto and made part hereof.

**AGREEMENT BETWEEN YORK COUNTY
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6. INDEMNITY

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

7. STANDARD OF PERFORMANCE

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

8. TERMINATION

This contract shall expire **June 30, 2025** unless extended as set forth in Section 9 hereof. In the event the contract deputy's salary and/or costs are supported by federal, state, or Department of Justice grant funding, should the Town exercise the early termination provision above, the Town will remain financially liable to the County for all salary and/or costs which remain due and owing pursuant to the grant as well as any penalty or recoupment imposed under the grant contract. This provision is intended to leave the County in the same financial position as if the agreement had been performed in full.

9. EXTENTION

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

10. ENTIRE AGREEMENT

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

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

IN WITNESS WHEREOF, THE TOWN OF WATERBORO, by order duly sworn by its Town Selectmen, had caused this contract to be signed by the Town Administrator and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED, AND DELIVERED on this date of November 19, 2024

IN THE PRESENCE OF: COUNTY OF YORK

BY: _____
York County Manager

William L. King, Jr., Sheriff of York County

SIGNED, SEALED, AND DELIVERED on this date of 11/19/2024

IN THE PRESENCE OF: TOWN OF WATERBORO
Laura Horne - my commission expires May 11, 2028

State of Maine Date: 11/19/2024 BY: [Signature]
York County Matthew Bors, Town Administrator