



Town of York

186 York Street
York, Maine 03909-1314

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

Fax
(207)363-1009
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www.yorkmaine.org

BOARD OF SELECTMEN'S MEETING AGENDA

6:00/6:30/7:00PM MONDAY, JUNE 13, 2016
YORK LIBRARY

6:00PM: Executive Session: Pursuant to Title 1 MRS §405.6.D (Collective Bargaining Contracts)

6:30PM: Executive Session: Pursuant to Title 1 MRS §405.6.C (Real Estate with Cliff Walk Committee)

7:00PM: Regular Meeting

Call to Order

Opening Ceremonies

A. Minutes

1. May 23, 2016 Meeting Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

1. Trash and Recycling Contract Extension with Waste Management
2. Purchase of Automated Fingerprint and Photo ID System

E. Reports

F. Citizens' Forum – The Citizens' Forum is open to any member of the audience for comments on any matter. All comments should be respectful in tone and should be directed to the Chair. Comments should be brief and to the point. Questions that require extended answers or that cannot be readily answered will be referred to the Town Manager for follow-up. Anyone who wishes to submit a written request for future agenda items can do so on the form available at this meeting or may obtain the form through the Town Manager's Office.

G. Public Hearings

1. New Business License: Anthony Siewick DBA: TJ's (Bed and Breakfast); located at 1287 US Route One

H. Endorsements

Business Licenses:

- Kiersten Mayes DBA: The Central Restaurant and Bar (Food Service, Liquor); located at 127 Long Sands Road
- Stephen Dunne DBA: Dunne's Ice Cream (Food Service); located at 214 Nubble Road
- Joseph Barberi DBA: York's Wild Kingdom (Coin-Operated Amusement); located at 23 Railroad Avenue
- Joseph Golzbein DBA: Kingdom Concessions (Coin-Operated Amusement); located at 23 Railroad Avenue
- Nancy St. Pierre DBA: M and N Concession Service, LLC (Food Service); located at 23 Railroad Avenue
- Carle L. Brown DBA: Ruby's Wood Grill (Food Service, Liquor, Special Amusement, Coin-Operated Amusement); located at 433 US Route One
- RBDD Cliff House Acquisitions, LLC DBA: The Cliff House Resort and Spa (Food Service, Liquor, Special Amusement, Innkeeper); located at 591 Shore Road

I. Old Business

J. New Business

1. Discussion: Energy Steering Committee – Review of Proposed Energy Chapter for the Comprehensive Plan
2. Discussion and Possible Action: Contract Extension with YCSA for Administration of the General Assistance Program and the Property Tax Relief Ordinance
3. Discussion: Community Gardens at the Town Farm
4. Discussion and Possible Action: Contribution from Animal Welfare Account to the Center for Wildlife
5. Discussion and Possible Action: Fairpoint Communications Utility Easement for 36 Main Street
6. Property Redemption Request: 11 Harbor View Lane
7. Discussion and Possible Action: Special Event Permits
 - a. York Region Chamber of Commerce's *Harvestfest* on October 15, 2016
 - b. York Region Chamber of Commerce's *Salefest* on October 8-10, 2016
 - c. York Beach Fire Department's *York Days Fireworks* on July 31, 2016
 - d. Agamenticus Ski Club's *Third Annual Beach 5K* on October 8, 2016
 - e. York Beach Fire Department's *Annual Parade and Muster* on July 3, 2016
 - f. York Harbor Reading Rooms's *McKeon Wedding Fireworks* on July 16, 2016
 - g. Zumba with Marianela on July 10, 2016

h. Maximus RC Raceway's *Summer Demo Series* on June 18, July 16 and August 13, 2016

K. Future Agendas

L. Other Business

M. Citizens' Forum

N. Executive Session: Pursuant to Title 1 MRS §405.6.C (Real Estate – Connector Road)

Adjourn

**BOARD OF SELECTMEN'S
MEETING MINUTES
6:00/7:00PM MONDAY, MAY 23, 2016
YORK LIBRARY**

6:00PM: Executive Session: Pursuant to MRSA Title 1, Section 405.6.E (Legal)

Present: Robert E. Palmer, Jr., Jonathan O. Speers, Todd A. Frederick, Michael L. Estes, Dawn Sevigny-Watson and Town Manager Stephen H. Burns.

Moved by Mr. Speers, seconded by Ms. Sevigny Watson to enter into executive session. Without objection, so ordered.

Moved by Mr. Speers, seconded by Ms. Sevigny-Watson to exit out of executive session. Without objection, so ordered.

7:00PM: Regular Meeting

Present: Robert E. Palmer, Jr., Jonathan O. Speers, , Todd A. Frederick, Michael L. Estes, Dawn Sevigny-Watson, Town Manager Stephen H. Burns and members of the press and public.

Call to Order

Robert E. Palmer, Jr. called the meeting to order at 7:00PM.

Opening Ceremonies

A. Minutes

1. May 9, 2016 Meeting Minutes

Moved by Mr. Speers, seconded by Ms. Sevigny-Watson to approved the May 9, 2016 Meeting Minutes, as amended. Vote 5-0, motion passes.

B. Annual Meeting

1. Election of Chair and Vice-Chair

Mr. Estes, seconded by Ms. Sevigny-Watson, nominated Robert E. Palmer, Jr. for Chairman.

Mr. Estes, seconded by Ms. Sevigny-Watson nominated Jonathan O. Speers for Vice-Chairman.

Determined by unanimous secret ballot vote that Robert E. Palmer, Jr. would serve as the Chairman, and Jonathan O. Speers as the Vice-Chairman.

2. Establish a Fixed Schedule of Meetings

The Town charter requires the Board of Selectmen to establish a fixed schedule of meetings.

Moved by Mr. Estes, seconded by Mr. Frederick to schedule regular Selectmen's meetings on the 2nd and 4th Monday of each month; if conflicts occur, alternate meetings will be scheduled appropriately. Vote 5-0, motion passes.

3. Re-adopt the Selectmen's Policy Entitled "Disbursement of Wages to Municipal Employees"

Moved by Ms. Sevigny-Watson, seconded by Mr. Estes to re-adopt the Selectmen's Policy, *Disbursement of Wages to Municipal Employees*, and to direct the Town Manager to file a copy of this action and the renewed policy with the Town Clerk. Vote 5-0, motion passes

4. Re-adopt Selectmen's Policy Entitled "Transaction of Business"

Moved by Ms. Sevigny- Watson, seconded by Mr. Speers to re-adopt the Selectmen's Policy, *Transaction of Business*. Vote 5-0, motion passes.

5. Adopt the Town Budget as Certified by the Town Clerk and Set by the Voters per Article 2, Sections 14 (B) & (C) of the Town Charter

Moved by Mr. Frederick, seconded by Ms. Sevigny-Watson to adopt the Town budget as decided by the voters and certified by the Town Clerk, per Town of York Home Rule Charter Article II, sections B and C. Vote 5-0, motion passes.

6. Discussion and Possible Action: Call a Special Budget Referendum in accordance with Article 2, Section 14 (F) of the Town Charter

The Board chose to accept the Budget as voted on at the May 21, 2016 Referendum.

7. Elect a member to serve on the Hartley Mason Board of Trustees

Moved by Mr. Estes, seconded by Mr. Speers to appoint Mr. Palmer to the Hartley Mason Reserve Board of Trustees, as a Selectmen Representative. Vote 5-0, motion passes.

8. Review Priorities for Interaction with Municipal Committees and Set Liaison Assignments for the Coming Year

After brief discussion, the Board asked that this be placed on a future agenda after the Board has had time to give the Town Manager their input and opinions on necessary committee liaisons and possible workshops with the various boards and committees.

Moved by Mr. Speers, seconded by Mr. Estes to appoint Dawn Sevigny-Watson and Todd A. Frederick to the Utility Subcommittee. Vote 5-0, motion passes.

9. Update on Membership on All Municipal Boards and Committees

The Board was presented with a list of current members serving on all Town committees, along with appointments that are coming due June 30, 2016.

10. Review Timelines for the Next Three Referenda

Moved by Ms. Sevigny-Watson, seconded by Mr. Frederick to approve the timelines for the November 2016, May 2017 and November 2017 referenda and to direct the Town Manager to publish these on the Board's webpage. Vote 5-0, motion passes.

11. Review Selectmen's Code of Ethics

Per section 16, the Board has set an expectation for itself that it will review its Code of Ethics on a regular basis, appropriately at the annual meeting. The Board felt there was no need for any amendments to the Code of Ethics at this time.

12. Training Requirements and Opportunities for Board Members

Moved by Mr. Speers, seconded by Ms. Sevigny-Watson to schedule the annual Board Legal Training for July 22, 2016 and add a placeholder in January 2017 for additional board legal training. Vote 5-0, motion passes.

C. Chairman's Report

Chairman Robert E. Palmer, Jr. thanked the voters who participated in the voting process on Saturday and by absentee. Mr. Palmer expressed his excitement about the current Board and the year ahead.

D. Manager's Report

Mr. Burns stated that the Town is still on track for audit completion by the end of the year. The Police Station Building Committee recently met on May 16 and are on the track to getting all approvals necessary to get the plans finalized for the new

police station. Mr. Burns also went over which items passed and which did not pass at Saturday's election.

E. Awards

1. Bid Award: Bog Road Field

Moved by Mr. Frederick, seconded by Ms. Sevigny-Watson to award the bid to Woods Excavation, LLC of Gorham, Maine in the amount of \$72,300. This represents a base bid of \$42,840 and bid alternates in the amount of \$29,460. Vote 5-0, motion passes.

2. Bid Award: York Beach Connector Road Site Restoration

Moved by Ms. Sevigny-Watson, seconded by Mr. Estes to award a contract to Shaw Brothers Construction, Inc. in the amount not to exceed \$123,754 to complete restoration work at the Connector Road and former police station site as specified in the RFP of May 2016. Vote 5-0, motion passes.

E. Reports

Chairman Palmer asked that Town Clerk Mary-Anne Szeniaewski address the Board and public at this point to discuss some irregularities that occurred regarding a small batch of incomplete absentee ballots that were issued in her office.

F. Citizens' Forum – The Citizens' Forum is open to any member of the audience for comments on any matter. All comments should be respectful in tone and should be directed to the Chair. Comments should be brief and to the point. Questions that require extended answers or that cannot be readily answered will be referred to the Town Manager for follow-up. Anyone who wishes to submit a written request for future agenda items can do so on the form available at this meeting or may obtain the form through the Town Manager's Office.

Public Comment: Jim Bartlett
Gerry Runte
Annie Noonan
Darleen Yankura
Ron McAllister
Sue Christmas
Dick Bachelder
David Brinkman
Ted Little
Annie Noonan
Jim Bartlett

G. Public Hearings

H. Endorsements

Business Licenses:

- Hong Ji, Inc. DBA: Bamboo Garden (Food Service, Liquor, Special Amusement); located at 8 Market Place Drive
- Barbara Sheff DBA: Candleshop Inn (Bed and Breakfast); located at 44 Freeman Street
- John and Agnes Biagioni DBA: The Candy Store, Inc. (Food Service); located at 14 Railroad Avenue
- Jane Eastman DBA: Harry's Seafood and Grill (Food Service, Liquor); located at 15 Railroad Avenue
- IOTB, LLC DBA: Inn on the Blues (Food Service, Liquor, Special Amusement, Innkeeper); located at 7 Ocean Avenue
- Nicole Hill DBA: Molly O's Restaurant (Food Service); located at 2 Main Street
- Paine Ave Corporation DBA: The Salt Marsh Clam Shack (Food Service, Liquor); located at 2 US Route One
- IOTB, LLC DBA: Stones Throw (Food Service, Liquor, Innkeeper); located at 123 Long Beach Avenue
- Alec Brown DBA: Seacoast Brothers Butcher Shop (Food Service); located at 459 US Route One
- William Burnham DBA: Surfside (Food Service, Liquor); located at 1 Main Street
- William Burnham DBA: York Beach Bowling Alley (Bowling Alley, Coin-Operated Amusement); located at 3 Beach Street
- Sandra Wilson DBA: York Restaurant (Food Service); located at 1 Railroad Avenue

Moved by Ms. Seigny-Watson, seconded by Mr. Frederick to approve the following licenses: Hong Ji, Inc. DBA: Bamboo Garden (Food Service, Liquor, Special Amusement); located at 8 Market Place Drive, Barbara Sheff DBA: Candleshop Inn (Bed and Breakfast); located at 44 Freeman Street, John and Agnes Biagioni DBA: The Candy Store, Inc. (Food Service); located at 14 Railroad Avenue, Jane Eastman DBA: Harry's Seafood and Grill (Food Service, Liquor); located at 15 Railroad Avenue, IOTB, LLC DBA: Inn on the Blues (Food Service, Liquor, Special Amusement, Innkeeper); located at 7 Ocean Avenue, Nicole Hill DBA: Molly O's Restaurant (Food Service); located at 2 Main Street, Paine Ave Corporation DBA: The Salt Marsh Clam Shack (Food Service, Liquor); located at 2 US Route One, IOTB, LLC DBA: Stones Throw (Food Service, Liquor, Innkeeper); located at 123 Long Beach Avenue, Alec Brown DBA: Seacoast Brothers Butcher Shop (Food Service); located at 459 US Route One, William Burnham DBA: Surfside (Food Service, Liquor); located at 1 Main Street, William Burnham DBA: York Beach Bowling Alley (Bowling Alley, Coin-Operated Amusement); located at 3 Beach Street, and Sandra Wilson DBA: York Restaurant (Food Service); located at 1 Railroad Avenue, subject to taxes, fess and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

I. Old Business

1. Discussion and Possible Action: Adopt the Board of Selectmen's Fund Balance Policy

Moved by Mr. Speers, seconded by Ms. Sevigny-Watson to adopt the Fund Balance Policy as articulated in our handout draft dated May 10, 2016. Vote 5-0, motion passes.

J. New Business

1. Discussion and Possible Action: Proposed Utility Subcommittee

Item addressed earlier in the agenda.

2. Discussion and Possible Action: Volunteer Recognition

Mr. Burns was looking for direction from the Board regarding recognition for our volunteers on various boards and committees. The Board agreed that more recognition is needed and asked that the Town Manager look to other towns for ideas, to see how they show appreciation for the time put in by their volunteers.

3. Discussion and Possible Action: Appoint Assistant Code Enforcement Officers and Alternate Local Plumbing Inspector

Moved by Ms. Sevigny-Watson, seconded by Mr. Frederick to appoint Jessa Kellogg to the position of Assistant Code Enforcement Office, Assistant Local Plumbing Inspector, Assistant Shoreland Resource Officer, and Carl Chretien to the position of Assistant Code Enforcement Officer, both as temporary, part-time employees. Vote 5-0, motion passes.

4. Discussion and Possible Action: Legal Matter

Moved by Mr. Speers, seconded by Mr. Frederick that Stephen H. Burns, the Town Manager of this municipality, be and hereby is authorized to act on behalf of the municipality, and in his sole discretion, to negotiate, approve, and make the offer of settlement, to the United States Securities and Exchange Commission in connection with the investigation conducted by the Commission; in this connection, the aforementioned Town Manager be and hereby is authorized to undertake such actions as he may deem necessary and advisable, including the execution of such documentation as may be required by the Commission, in order to carry out the foregoing. Vote 5-0, motion passes.

5. Discussion and Possible Action: York's Wild Kingdom Parking Agreement

Moved by Mr. Frederick, seconded by Ms. Sevigny-Watson to direct the Town Manager to sign the lease agreement with the York's Wild Kingdom for the parking lot located on Town property at 414 Ridge Road. Vote 5-0, motion passes.

K. Future Agendas

Mr. Palmer asked for a status report regarding on going issues (Police Station, Bathhouse, Connector Road, etc.), things on their "to do list", and possible workshops.

Mr. Frederick also wanted to have an update on how bidding out the plowing of some Town properties went this winter.

L. Other Business

M. Citizens' Forum

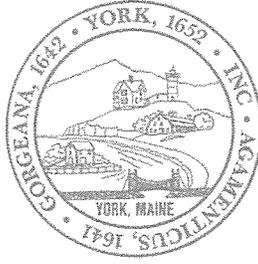
Public Comment: None

Adjourn

Moved by Mr. Speers, seconded by Ms. Sevigny-Watson to adjourn the meeting at 9:05PM. Without objection, so ordered.

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 7, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: 1-year agreement extension between the Town of York and Waste Management of New Hampshire Inc. for weekly curbside collection, transportation and disposal of Municipal Solid Waste (MSW) including bulky waste and recyclable materials.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The Town of York currently contracts with Waste Management Services (“current Contractor”) for the weekly collection and disposal of Municipal Solid Waste (“MSW”), Bulky Waste and the biweekly collection of recyclable materials. The current eight-year contract expires on June 30, 2016.

Waste Management estimates that there is presently an average of 7,745 (2016) residential stops, with the number of stops increased by the seasonal influx of summer residents to the Community. The Town presently allows eligible residential properties to dispose of MSW, recyclables, and a restricted quantity of bulky waste materials as defined in Section 1 of the current Contract with Waste Management Services. This item is the single largest cost in the DPW budget.

The average three-year tonnage of solid waste collected is approximately 5,552 tons (2004-2006) 5,138 tons (2012-2014). Waste Management estimates this tonnage to be 5,304 in FY 2017.

The average three-year tonnage for recyclable materials (paper and commingle) is 1,294 tons (2004-2006) 1,051 tons (2012-2014). Waste Management estimates this tonnage to be 1,119 in FY 2017.

A summary of the relevant history for this project is as follows:

On September 21, 2015 the Board of Selectmen asked that a charter be drafted and presented to the Board of Selectmen to establish a committee to review the Town’s solid waste and recycling options, make recommendations for changes to existing program and request proposals from waste and recycling collection and disposal contractors for pricing on different programs.

On March 14, 2016 the Board of Selectmen requested that DPW solicit a short term proposal from Waste Management Inc for weekly curbside collection, transportation and disposal of Municipal Solid Waste (MSW) including bulky waste and recyclable materials.

On April 11, 2016 the Board of Selectmen approved Waste Management Inc’s one (1) year extension proposal dated April 4, 2016.

RECOMMENDATION: to approve the Town Manager to sign the 1-year agreement extension between the Town of York and Waste Management of New Hampshire Inc. for weekly curbside collection, transportation and disposal of Municipal Solid Waste (MSW) including bulky waste and recyclable materials.

PROPOSED MOTION: I move to approve the Town Manager to sign the 1-year agreement extension between the Town of York and Waste Management of New Hampshire Inc. for weekly curbside collection, transportation and disposal of Municipal Solid Waste (MSW) including bulky waste and recyclable materials.

FISCAL IMPACT: \$1,394,808 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 100.0305.9005

BALANCE IN LINE ITEM IF APPROVED: \$130,192

PREPARED BY: Dean Lessard

REVIEWED BY: 



30 Rochester Neck Road
PO Box 7065
Rochester, NH 03839
Tel: (603) 330-2104
Fax: (603) 330-2130

April 4, 2016

Mr. Dean Lessard
Director of Public Works
Town of York
186 York Street
York, ME 03909

Dear Mr. Lessard:

We understand the Town is looking at options for the solid waste and recyclable curbside collection program. As you know, Waste Management has provided York with solid waste and recyclable curbside collection services for many years. We are desirously willing to work with the Town as you explore alternative programs.

We are taking this opportunity to submit this one (1) year extension as you evaluate the many different programs available to the Town. WM would propose the following effective 7/1/16:

Collection MSW & Single Stream Recycling	\$999,300.00
Disposal MSW (\$68.00 per ton)	\$360,672.00
SSR Processing	<u>\$34,836.00</u>
Annual Total	\$1,394,808.00

No Fuel Surcharge adjustment for the one year extension starting 7/1/16 – 6/30/17.

Establish a blended value formula to determine net rebate / charge for recyclables. Each month the commodity value per ton is added together to obtain the blended value per ton. The blended value is subtracted from the processing charge to obtain a rebate or charge to the Town.

Upon mutual agreement if extended beyond one year with the same level of service, WM would keep pricing the same next year (July 1, 2017 – June 30, 2018) and implement a fixed 3% increase in year two through six (7/1/17 – 6/30/22).

If the Town decides to migrate to an alternate program, Waste Management would like the opportunity to provide a sole source proposal.

Waste Management will continue to collaborate with the Town to design a complete program flyer for distribution by the Town to each household resident on an annual basis. The flyer will include information designed to promote the recycling program.

Education on recycling is key and a very important piece of the puzzle; however, education alone will not drive diversion (recycling) rates up. Waste Management can provide information on Pay-as-you-throw program, Cart or bag/barrel limit program. Each program will encourage residents to recycling more.

Thank you for your consideration. If you need any further information, please feel free to contact me anytime.

Sincerely,
Waste Management

A handwritten signature in black ink, appearing to read "Peter Lachapelle". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter Lachapelle
Public Sector Representative

AMENDMENT ONE

MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL
AND
COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
BETWEEN
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.
AND
TOWN OF YORK, MAINE

This Amendment One ("Amendment") dated this ____ day of _____, 2016, is by and between the Town of York, Maine (hereinafter "Town") and Waste Management of New Hampshire, Inc. (hereinafter "Contractor").

Whereas, an Agreement was entered into the 30th day of April, 2008; and

Whereas, based upon certain undertakings and agreements on the part of Contractor and Town, subject to the terms of this Amendment One, the parties do hereby agree to amend the Agreement.

Now, therefore, for valuable consideration, the parties agree as follows:

1. Section 1. Definitions, I. Bulky Waste shall be deleted in its entirety and replaced with the following:

I. Bulky Waste. A large item or bundle, other than commercial construction and demolition debris, hazardous waste, White Goods or CRTs, which cannot fit into a container or bag. Items shall include, but not be limited to tables, chairs, couches, beds, mattresses, bedsprings.

2. Section 2. Contract Terms, A. Contract Period shall be deleted in its entirety and replaced with the following:

The term of this Agreement shall be extended for a period of one (1) year through June 30, 2017 or such other date as the parties may agree to in writing. The term of this Agreement may be renewed for an additional six (6) years by mutual agreement of the parties.

3. Section 4. Compensation, C. Contract Amount shall be deleted in its entirety and replaced with the following:

Effective July 1, 2016 the annual Contract amount for services rendered hereunder is as follows:

Curbside Collection of MSW & Single Stream Recycling -	\$83, 275.00 Per Month
Disposal MSW:	\$68.00 Per Ton
Single Stream Processing:	\$Blended Value *See Exhibit B & C

If extended beyond one (1) year, the annual Contract price for collection and disposal of MSW/Recyclable Materials will increase on an annual basis starting July 1, 2018 and each succeeding year of the Contract at a fixed rate of 3%. The annual Contract price increase shall be adjusted for new stops added during the previous year. The new stops must adhere to the Town of York's Public Road Acceptance Ordinance. The number of new stops will be determined by the number of occupancy permits issued by the Town. The annual Contract amount will be adjusted by the current rate per unit in the Contract, which shall be \$129.03 in year one based on 7745 housing units currently eligible for service and shall escalate as specified herein.

4. Section 4, Compensation, D. Fuel Cost Adjustments to Contract Amount shall be deleted in its entirety and replaced with the following:

Contractor and Town shall be entitled to an equitable adjustment to Contract Price, subject to changes in costs associated with fuel on an annual basis. The adjustment is to be based on the increase or decrease in diesel fuel cost as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eiadoe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline cost of \$2.43 per gallon (including taxes) of diesel fuel. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be fixed at 2,434 gallons per month. Adjustments will be made annually on July 1, based on the average cost of diesel for the full calendar year prior to adjustment (2016 for the 7/1/2017 adjustment).

5. Add a new Section 40. Recycling as follows:

40. Recycling Town shall also exclusively provide to TREE's materials recovery processing facility located in Rochester, New Hampshire all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit A ("Specifications) attached hereto ("Acceptable Recyclable Materials"). In the event that the single stream recyclable materials do not meet Specifications, the load may be rejected and/or Town shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit A, shall remain with Town at all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Town to discontinue acceptance of any category of Acceptable Recyclable Material as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit C. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit C.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.

All terms and conditions of the Agreement, except those expressly modified by this Amendment, remain unchanged and in full force and effect.

IN Witness Whereof, the parties have caused this Amendment to be executed by their respective authorized officers or agents on the date set forth below

Town of York, Maine

Date: _____
Stephen H. Burns, Town Manager

Waste Management of New Hampshire, Inc.

Date: _____
Christopher DeSantis, President

EXHIBIT A

Single Stream Specifications:

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following (“Non-Recyclables”):

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Town may not contain more than five percent (5%) Non-Recyclables.

In the event a load of Recyclables does not meet Specifications, the load may be rejected and/or Town may be charged additional processing, return or disposal costs.

“**Excluded Materials**” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state, or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, materials that contain chemical or other properties deleterious, or capable of causing material damage to any part of Company's property, its personnel or the public or that may materially impair the strength or the durability of the Company's structures or equipment.

EXHIBIT B

ACCEPTABLE RECYCLABLE MATERIAL VALUE

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, City's Value Share is 60% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, City shall pay Company the difference between the Processing Fee and the Blended Value.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the City's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) City acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at www.SecondaryMaterialsPricing.com, for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. City's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material Component	Commodity Value
Newspapers, magazines and inserts	PPW ONP #8
Cardboard	PPW OCC #11
All other paper	PPW #2 Mixed Paper
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)
Steel/Tin	SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)
Plastic #1	SMP for PET (baled, ¢/lb, picked up)
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb, picked up)
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb, picked up)
Mixed Plastics #3 - #7	Actual Value
Glass	Actual Value
Residue	Fixed Value \$65.00/ton

3. CHARGES

(a) The initial Processing Fee is \$83.25 per delivered ton subject to change in accordance with this Agreement.

(b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index ("CPI") for

the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Portsmouth metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).

EXHIBIT C

BLENDED VALUE - EXAMPLE - Billerica MRF

Blended Value Per Ton				
A	B	C	D	E
Material Component	Commodity Value	Actual Value in \$/T	Composition Audit Percentage	Blended Value Contribution C*D S/T
Newspapers, magazines and inserts	PPW ONP #8 HS NE	\$ 55.00	43.00%	\$ 23.65
Cardboard, and brown papers	PPW OCC #11 HS NE	\$ 85.00	19.00%	\$ 16.15
Mixed Paper	PPW #2 Mixed Paper HS NE	\$ 45.00	0.00%	\$ -
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ϕ /lb, delivered) minus .05 ϕ /lb	\$ 1,000.00	0.80%	\$ 8.00
Steel/Tin	SMP for Steel Cans (Sorted, Densified, ϕ /Ton delivered) minus \$0 / Ton	\$ 30.00	2.00%	\$ 0.60
Plastic #1	SMP for PET (baled, ϕ /lb, picked up)	\$ 180.00	3.00%	\$ 5.40
Plastic #2 Natural	SMP for Natural HDPE ((baled, ϕ /lb, picked up)	\$ 590.00	0.90%	\$ 5.31
Plastic #2 Colored	SMP for Colored HDPE ((baled, ϕ /lb, picked up)	\$ 440.00	0.90%	\$ 3.96
#3-#7 Plastics	Actual Value	\$ -	1.40%	\$ -
Glass	Actual Value	\$ (24.50)	19.00%	\$ (4.66)
Non-Recyclables Costs	T & D	\$ (63.00)	10.00%	\$ (6.30)
Other (insert)	Actual Value		0.00%	\$ -
Total	Blended Value- (BV, MV, AMV, RS)		100.00%	\$ 52.12

SMP	lbs/ton	price	less delivery	net
0.55	2000	1100	\$ 0.050 2000	\$ 100.00 \$ 1,000.00
30		30	\$ -	0 \$ 30.00
0.09	2000	180		
0.295	2000	590		
0.22	2000	440		

\$83.25

Processing Charge

Net Rebate / (Charge) \$ (31.14)



WASTE MANAGEMENT

4 Liberty Lane West
Hampton, NH 03842

May 7, 2008

Mr. Dean Lessard
Director of Public Works
Town of York
186 York Street
York, Me 03909

“Solid Waste and Recycling Materials Collection and Disposal Services”

Dear Dean:

Enclosed please find on signed original of the final Agreement for solid waste and recycling services.

We appreciate the opportunity to continue providing these important services for the Town and look forward to working with you and your staff for many years to come.

If I can ever be of assistance, please do not hesitate to contact me.

Sincerely,
Waste Management

A handwritten signature in black ink, appearing to read "James Nocella". The signature is fluid and cursive.

James Nocella
Public Sector Services Manager
New England

From everyday collection to environmental protection, Think Green® Think Waste Management.

AGREEMENT BETWEEN THE TOWN OF YORK AND WASTE MANAGEMENT OF NEW HAMPSHIRE INC. FOR MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL
AND COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCABLES FOR THE TOWN OF YORK

This Agreement made and entered into this 30TH day of APRIL, 2008 between The Town of York, organized under the laws of the State of Maine, (hereinafter referred to as the "Town"), and Waste Management of New Hampshire, Inc., a corporation organized under the laws of the State of Connecticut having a place of business in Rochester, New Hampshire (hereinafter referred to as the "Contractor").

WHEREAS, the Town desires to hire the Contractor to provide residential collection, transportation and disposal/processing of both Municipal Solid Waste ("MSW"), and Recyclable Materials, as detailed in this document, within the boundaries of the Town.

NOW THEREFORE, in consideration contained herein, the Town and the Contractor hereby agree as follows:

1. Definitions.

- A. Municipal Solid Waste. All types of residential solid waste (excluding Hazardous Waste) such as garbage, rubbish, trash etc. generated by the households within the Town, including Bulky Waste, food waste (animal, vegetable or mineral matter derived from the preparation or packaging of foodstuffs), combustibles such as paper, wood etc. and non combustibles such as metal, stone dirt etc. All such municipal solid waste referred to hereinafter as "MSW".
- B. Recyclable Materials (Recyclables). Newspaper combined with mixed paper, glass, metal cans (aluminum and tin), plastic materials (#1 HDPE and #2 PET plastics), magazines and empty aerosol cans, aseptic packing including milk cartons mixed in with commingled containers and other such materials as the Town may agree to in writing from time to time.
- C. Recycling Collection Services. Those services to be performed by Contractor as follows: (a) the collection of Recyclable Materials from locations specifically designated by the parties; (b) processing of Recyclable Materials which include the sorting and preparation of Recyclable Materials for marketing at the processing center; and (c) marketing of the Recyclable Materials.
- D. Resident. A resident of the Town, including a manager or designated party of a mutli-family residential complex of five units or greater or residents of year round and seasonal mobile homes and trailer parks as well as year-round and seasonal cottage colonies and campgrounds.

- E. Residence. A dwelling unit such as a home, mobile home, cottage, or a multifamily dwelling of four or less units, not including hotels or motels.
- F. Approved Residence User. Any occupant of a single through four-family residence.
- G. Processing Center. Location for the purpose of sorting and preparing Recyclable Materials (as defined herein) for sale.
- H. Hazardous Materials. Wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics or other special waste as designated by law or agreed to by the parties.
- I. Bulky Waste. A large item or bundle, other than commercial construction debris or hazardous material.

2. Contract Terms: The Contractor shall continue the current MSW and Recyclable Materials program for the first year of the contract. The Town of York may require the Contractor to continue the existing program established in year one (1) or create a collection program with or without totes or other alternative like "Pay as You Throw" for years two (2) through eight (8). The new program will have to be approved by the Board of Selectmen.

- A. Contract Period: The term of this Agreement shall be for a period of eight (8) years commencing July 1, 2008 and ending June 30, 2016 or other such date as the parties may agree to in writing. The term of this Agreement may be renewed for seven (7) years by mutual agreement of the parties. Said renewal shall be exercised by written amendment signed by the parties at least two hundred and forty (240) days prior to the termination of the initial term or any renewal term.
- B. Non-Assignment of Contract: The Contractor shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Public Works Director, which approval shall not be unreasonably withheld. Contractor may assign this Agreement without Town's consent to an affiliate or pursuant to a reorganization, merger or transfer of substantially all of the assets of Contractor.
- C. Secured Disposal Site Contract: The Contractor shall provide evidence within thirty (30) days of the award of the Contract that demonstrates their contractual access to one or more approved disposal and/or recycling facilities to dispose of the Town's MSW/Recyclable Materials for the duration of the eight (8) year contract. Such access shall provide for disposal of MSW/Recyclable Materials in the volume identified in Appendix B, including the capacity to handle anticipated increases in volume due to annual seasonal fluctuations. The MSW/Recyclable Materials facility(ies) so designated must be licensed and/or authorized by either the State of New Hampshire or State of Maine and the municipality within which it is located. **Proof of such contractual access to an approved facility(ies), as set forth herein, shall include photocopies of existing signed contracts evincing the availability of the disposal site(s), and the Proposer's**

legal access thereto or a copy of the current operating permit in the case which Contractor owns the facility(ies), for the duration of the eight year Contract.

- D. Contract Administration: The Public Works Director shall administer the provisions of the Contract for the Town of York. All work shall be performed in compliance with the terms of this Agreement and with all governmental regulations. The collection schedule, the method of collection, and the disposal of material collected must be in a manner satisfactory to the Public Works Director. Provided, in accordance with the terms of this Agreement, and subject to Contractor's rights under Section 31, the decisions of the Public Works Director shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract. Any amendments to this Contract must first be approved by the Public Works Director. The Contractor shall furnish the Public Works Director with a monthly written report detailing the amount of Recyclable Materials collected in the previous month by category. In addition the Public Works Director may request, and the Contractor shall provide, other written and oral reports related to the Contractor's collection and disposal of MSW and Recyclable Materials.

3. Scope of Services: The Contractor shall make one weekly curbside collection, transportation and disposal of MSW and one bi-weekly collection, transportation and disposal of Recyclable Materials at all approved residences on a schedule approved by the Town.

The contractor shall collaborate with the Town to design a complete program flyer for distribution by the Town to each household residence on an annual basis. The flyer will contain information on all aspects of the program. It will include a description of what materials will be accepted for collection and any preparation requirements. It will have information designed to promote the recycling program. The flyer will include a list of key phone numbers to give residents the opportunity to contact the Contractor for assistance.

4. Compensation: The Contractor shall be entitled to payments for services rendered as follows:

- A. Invoices: Separate invoices shall be mailed monthly to the attention of the Director of Public Works, 186 York Street, York, Maine 03909 monthly for One-Twelfth (1/12th) of the annual contract price for MSW/Recyclable Materials collection and disposal contract.
- B. Payment: Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
- C. Contract Amount: The annual Contract amount for services rendered hereunder is \$1,073,600 for the initial year. Thereafter the annual contract price for collection and disposal of MSW/Recyclable Materials may increase on an annual basis starting July 1st of each succeeding year of the Contract, beginning July 1, 2009. The rate of annual increase will be based upon U.S. Department of Labor CPI-W, All City Average for December of the previous year. The annual contract price increase shall be adjusted for new stops added during the previous year. The number of new stops will be determined by the number of occupancy permits issued by the town. The annual Contract amount will be adjusted by the current rate per unit in the Contract,

which shall be \$141.25 in year one and shall escalate as specified herein. The Contractor shall give the Town written notice of its intent to increase the annual Contract price by certified United States mail by the 1st of February, provided the Town notifies the Contractor of the number of occupancy permits issued for the previous year no later than January 15th. The Contractor will retain all proceeds generated by the collection and disposal of recyclable materials from Residents of the Town.

- D. Fuel Cost Adjustments to Contract Amount: Contractor and Town shall be entitled to an equitable adjustment to Contract Price, subject to changes in costs associated with fuel on an annual basis. The adjustment is to be based on the increase or decrease in diesel fuel cost, as measured by the U.S. Department of Energy (website-<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England Region, as measured against the baseline cost of \$3.48 per gallon (including taxes). The increase or decrease from the baseline as determined herein shall be applied to the fixed volume of fuel to be used of 2,350 gallon per month. The resulting calculation shall be added or subtracted from the monthly contract amount. Adjustment will be made annually effective July 1 and will be based upon the average cost of diesel fuel for the full calendar year prior to the adjustment (2008 for the 7/1/09 adjustment).
- E. Penalty: In the event of a failure by the Contractor to complete the collection program for a particular day's route due to mechanical breakdown or other problems, the Public Works Director may employ the services of others to complete the day's route or until such a time as the problem has been resolved to said Director's satisfaction. The expense so incurred by the town to perform these services shall be deducted from the next payment to the Contractor. No penalty shall be assigned for failure to collect during inclement weather.. The definition of inclement weather and associate procedures are specified in Section 5. E. b. herein below.
- F. Change in Law: The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances or regulations. If the contractor applies for an increase, the contractor must provide a 60-day written notice of that increase, to the Town. Any such increase will not take effect until the next fiscal year in order that the Town may secure all required approvals for inclusion into the municipal budget. If both parties do not agree to a negotiated amount then the issue shall be resolved through an arbitrator

5: Duties of the Contractor. The Contractor shall collect Town-mandated recyclable materials from Special Residences, which are defined in the Town of York "Rules and Regulations to govern the Mandatory Curbside Collection Recycling Program Residences." "Special Residences" include multi-family structures containing five (5) or more units, such as apartment buildings and condominiums, year-round and seasonal cottage colonies and year-round and seasonal campgrounds.

- A. Locations and Number of Stops: The Town and Contractor, estimate the average number of housing units currently eligible for service at 7,486. The number of stops fluctuates seasonally, with the highest number recorded during the peak summer months, and the

lesser number occurring during the winter months. The Town and Contractor will jointly conduct a stop count during a typical February and July week of the first year (2008 - 2009) of the Contract and negotiate changes, if appropriate, in the contract amount for the third year (2010 - 2011), and for each year thereafter, based upon the average of the data collected.

- B. Collection from Public and Private Roads: The Contractor shall collect MSW and Recyclable Materials from all publicly maintained streets and roads in the Town of York, and from all privately maintained streets that are currently being serviced by Contractor.

The Contractor will be required to collect MSW and Recyclable Materials from all new roads if conditions of such streets or roads reasonably allow access for such collection. The following criteria shall be used for determining whether a new privately maintained road is reasonably accessible:

- (a) The road conforms to the Town ordinances and Planning Board Subdivision regulations;
- (b) The road is a minimum of fourteen feet wide;
- (c) The road is regularly maintained to permit easy, year-round vehicle access;
- (d) The road is less than one-quarter mile in length.

The Director of Public Works is the designated Town official responsible for determining whether a private road satisfies these standards.

- C. Route Map: The Contractor shall submit a collection route map to the Public Works Director for approval within thirty days of the award of the Contract. Upon receiving written approval from the Director, the Contractor shall place in a daily newspaper having general circulation in the Town of York, a copy of the approved collection route map one week prior to the first scheduled collection week beginning July 1, 2008, all at Contractor's expense. The Town and Contractor reserve the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. For example, a short street could be moved from Wednesday's collection route to Thursday's. Minor modifications to the collection route will have no impact on the Contract cost.

- D. Handling and Disposal Standards:

- (a) The Contractor agrees that the packing unit of the collection body will be frequently operated to prevent rubbish and other litter from being deposited or blown from the collection hopper into the travel way.
- (b) In emptying MSW and or Recyclable receptacles, the Contractor and his/her employees shall place, not drop or throw, the receptacles or their covers on the sidewalks or any other place and shall not handle the receptacles so as to damage them. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.

- (c) Litter. All MSW and Recyclable Materials hauled by the Contractor shall be so contained, tied, or enclosed so that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter and Contractor shall be responsible for any costs of cleanup, which may be incurred by the Town.
- (d) Any MSW or Recyclable Materials dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- (e) No MSW or Recycling collection truck, with the exception of the satellite vehicle collecting from small public and private roads, shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the MSW or Recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Public Works Director's office shall be notified immediately.

E. Collection Schedule:

- (a) Time of Collection. Curbside collection of MSW/Recyclable Materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 6:00 P.M. on any scheduled collection day. The Contractor shall collect once weekly all MSW placed at the curbside or other specifically designated locations. The Contractor shall collect once every other week all Recyclable Materials placed at the curbside or other specifically designated locations.
- (b) Weather Conditions. The Contractor will not collect MSW/Recyclable Materials on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled MSW/Recyclable Material collection. The Contractor will reschedule the missed collection day on the first Saturday following the canceled collection day, unless that Saturday falls on Christmas Day or Thanksgiving Day. In the event that the rescheduled collection day falls on either of these holidays, collection shall be postponed to the regularly scheduled collection day of the following week.
- (c) Holidays. Collection of MSW/Recyclable Material will not occur Thanksgiving Day or Christmas Day. Regularly scheduled collection of MSW/Recyclable Material falling on either of these holidays will occur on the first Saturday following the scheduled holiday. Full service will be provided in the normal course on all other holidays
- (d) Employees and Complaints. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or directly by the Contractor.

(e) Missed Collections. The Contractor shall contact the Public Works Department daily before 3:00 pm Monday through Friday to report any missed collections and shall complete those missed collections by 7:00 pm on that day or the following day. In the case of a missed collection of properly placed MSW or Recyclable Materials reported by the Town or a resident, the Contractor shall collect the MSW and Recyclable Materials from such Residence or complex within twenty-four (24) hours of notification. All calls relating to missed collections shall be logged by the Contractor and such log shall be available for inspection by the Town.

F. Customer Service Center: The Contractor shall provide a customer service office with a toll-free telephone number. The customer service office shall be staffed with well-trained customer service representatives. These representatives shall have direct communication contact with all collection vehicles operating in the Town and with the Administrative Offices of the York Department of Public Works. The office shall be open and staffed whenever collection is taking place in the Town. Further, a Town-supplied two-way radio shall be installed in all Contractor vehicles or some other form of direct communication acceptable to the Town. The vehicle operator is obligated to answer timely all calls from the Town, and to respond in a manner consistent with radio communication laws, regulations, and etiquette.

6. Collection Containers. Amounts and types of MSW placed at curbside for collection shall be placed in plastic bags or approved containers as described by the Town ordinance. The Contractor shall not be required to collect MSW if, in the opinion of the driver, there are Recyclable Materials in the waste stream. Such bags will be placed back at curbside with a sticker affixed thereto describing the deficiency. All Recycled Materials shall be placed at curbside no later than 7:00 AM on the day of collection and the Contractor shall commence collecting at that time. Recyclable Materials shall be segregated and placed in a Town approved recycling container or a container provided by the Contractor for recycling purposes.

7. Collection Equipment Requirements. The Contractors' collection truck units shall be designed for the collection of MSW and Recyclable Materials. The Contractor shall provide an adequate number of vehicles approved by the Town for regular collection services. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW/Recyclable Material. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

A. Equipment Inventory

(a) The Contractor shall supply the Town with a detailed inventory of all their equipment to be used in the performance of the Contract to the Public Works Director for approval within thirty (30) days of the award of the Contract. The Contractor shall supply the Town with a revised equipment inventory within thirty days of any changes in the inventory being made during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. Any equipment used starting in the beginning of the

second year or the contract until the end of the Contract shall not exceed seven years of age at any time.

- (b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Contractor shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided with the Proposal.
- (c) Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be supplied to the town.

B. Equipment Specifications:

- (a) The Contractor shall use all metal, watertight, completely enclosed “packer type” vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect MSW under the Contract. The level of compaction shall at all times be equal to that published by the vehicle’s manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume.
- (b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- (c) All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor’s customer service office.
- (d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclable Materials during collection.
- (e) All vehicles shall be inspected prior to the beginning of the Contract period by an authorized State of Maine or New Hampshire inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- (f) All MSW and Recyclable Materials shall be collected by vehicles, shall be emptied and void of all MSW or Recyclable Materials or other material prior to the commencement of a day’s collection route.

- C. Equipment Failure:** Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

8. Collection Procedures. Collection procedures performed by the Contractor shall comply with the following requirements:

- A. No collection is required from inside any building.
- B. MSW and/or Recyclable Materials shall be placed at the curb no later 7:00am, prevailing time, on the day of collection and the Contractor shall commence collections at that time. The Contractor shall fully complete all daily route collections by 6:00 pm.
- C. The Contractor shall make all collections in hydraulically operated-type trucks. The Public Works Director may waive this requirement for collections in areas served only by substandard roads. In emptying MSW and/or Recyclable containers, the Contractor and his/her employees shall place, not drop or throw the containers or bins on sidewalks, within two (2) feet of the travel way or within driveways. All receptacles shall be placed in an upright position at curbside after being emptied. No scavenging shall be performed or permitted along the streets and all refuse dropped in handling shall be picked up by the Contractors' employees.
- D. The Contractor shall be responsible for any damaged trash containers if, in the opinion of the Director of Public Works, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street, with the exception of the satellite vehicle collecting from small public and private roads, in the Town or in any other place within the Town boundary without prior notice to the Director of Public Works.
- E. Refusal to Pick up. If, in the opinion of the Contractor or his/her employees, the MSW and/or Recyclable Materials at any residence covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or the terms of the Contract, the waste and/or recyclable container(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Department. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
- F. The Contractor shall refuse to make pickups under the following circumstances: If a Resident or complex does not properly segregate Recyclable Materials, the Contractor will not make the pickup. At the time of refusal, the Contractor will issue a notice to the Resident or complex, which contains instructions for the proper segregation of Recyclable Materials.
- G. The Contractor will provide a copy of each such notice to the Public Works Department. If a Resident receives two (2) such notices in one year, the Contractor shall report the matter to the Director of Public Works for enforcement action, and the Contractor shall continue all pickups from that Residence or complex.
- H. All MSW collected pursuant to these specifications shall be collected by vehicles which shall be emptied and void of all waste prior to commencement of a collection day route. No out-of-town waste shall be mixed with the Town waste by the Contractor.

I. All MSW and/or Recyclable Materials collected by the Contractor shall be transported on the same day it is collected by the Contractor. All collection trucks provided by the Contractor shall have packer type bodies designed to prevent spillage and shall be maintained at all times in a clean and sanitary condition. The Contractor shall comply with all State and Federal laws and regulations and Town Ordinances relating to the collection and transporting MSW and recyclable materials.

9. Title to MSW: Title to all MSW and Recyclable Materials shall be vested in the Contractor upon placement in Contractor's collection vehicle, at which time any damages associated with the MSW shall be the sole responsibility of Contractor. Hazardous Material will not be collected by the Contractor. The Contractor shall be responsible for the sale of all Recyclable Materials collected by the Contractor. The Town agrees to take such steps as may be reasonably necessary to protect the Contractor's ownership of all Recyclable Materials placed at the curbside for collection by the Contractor under the terms of this agreement.

10. Disposal and Marketing: All MSW and Recyclable Materials shall be hauled to Contractor's landfill and Materials Recycling facility in Rochester, New Hampshire or to any other approved solid waste facility as to be determined by the Contractor for disposal and processing in accordance with applicable local and state regulations.

11. Labor and Costs: The Contractor shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment required to perform curbside collection and disposal of MSW and Recyclable Materials pursuant to this Agreement.

12. Permits and Licenses: The Contractor at its sole cost and expenses shall maintain throughout the term of this Agreement, all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein.

13. Independent Contractor: The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer; agent, servant or employee of the Town, and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

14. Subcontracting: The Contractor shall not enter into subcontracts for any of the services required under this Contract without obtaining prior written approval of the Town, which shall not be unreasonably withheld. The Town may establish any conditions and provisions regarding any subcontracts, which it may deem necessary to protect the interests of the Town. No provision of this Article and no such approval by the Town of any subcontract shall in any event give rise to any obligation of the Town to pay an amount greater than the total Contract price, and the Town shall not be responsible for fulfillment of the Contractor's obligation to subcontractors.

15. Compliance with Laws and Regulations: The Contractor agrees that in the performance of work and services under this Agreement, the Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractor, if any with respect to the work and services described herein. Contractor shall provide proof of all licenses and compliance therewith upon request by Public Works Director.

16. Contractor's Personnel: The Contractor shall assign qualified personnel to handle the operations in the Town and shall give the name of the manager in charge to the Town as well as information regarding industry experience. The Contractor's collection employees shall wear a clean uniform bearing the Contractor's name. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he is driving. The Town may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties. The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit.

17. Performance Bond: Contractor will provide the Town, upon Town's written request, with a performance bond in an amount equal to one year's Contract Price to protect the Town from the Contractor's failure to perform collection services, termination, or nonperformance, unless such failure or nonperformance is a result of force majeure. In the event the Town elects to request said bond, then Contractor shall be reimbursed by the Town in the amount of \$10,000.00 in year one and 1% of the annual contract value thereafter.

18. Indemnity: The Contractor will indemnify, hold safe, harmless, and exempt the Town of York, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent arising out of Contractor's negligent or willful acts or omissions in the performance on the work required under the terms of this Contract. The Town will indemnify, save harmless, and exempt the Contractor, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent arising out of the Town's negligent or willful acts or omissions or breach of this Agreement. In no event shall either party be liable to the other, whether in contract, tort or otherwise for any special, indirect, consequential or incidental damages.

19. Insurance: The Contractor shall obtain and maintain throughout the term of this Agreement, at the Contractor's sole cost and expense, no less than the insurance coverage set forth below. The Contractor further agrees to provide a certificate of insurance from the Contractor's insurance carrier, which shall specify the name and address of the insured, insurance carrier, the policy number and effective dates. Said required coverage shall not be canceled or modified nor shall there be any changes in the insurance carrier without ten (10) days prior written notice given to the Town. If there is such an approved change, the Contractor shall provide a new certificate of insurance as required above.

All policies of insurance shall be written such that the Town will receive written notification of cancellation or amendments. A certificate of insurance from the Contractor's insurance carrier, showing

at least the coverage limits of liability specified below and expiration date shall be filed with the Town before waste collection operations may begin.

- A. **Workers Compensation Insurance:** For the duration of the Contract, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Contract as awarded pursuant to these specifications set forth herein and as required by the laws of Maine. If work is subcontracted, the Contractor shall require the subcontractor to similarly provide Workers Compensation insurance for all of its employees engaged in performing services under the Contract, unless such employees are covered under the Contractor's Workers Compensation policy. In the event any class of employees engages in hazardous work under the Workman's Compensation statute, the Contractor shall provide adequate insurance coverage for the protection of such employees not otherwise covered. All insurance coverage shall be in accordance with the State of Maine laws as amended during the term of the Contract and the requirements of the Industrial Accident Commission.
- B. **Health Insurance Coverage:** The Contractor shall also provide to the Town evidence of health insurance coverage provided to the Contractor's employees.
- C. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:
 - (a) **Automotive Liability Insurance:** The Contractor shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of Four Hundred Thousand Dollars (\$400,000) for bodily injury per occurrence, and minimum liability coverage in the amount of Fifty Thousand Dollars (\$50,000) per occurrence for property damage, with an aggregate limit of One Hundred Thousand Dollars (\$100,000) for property damage, or in such other amounts as the Town may reasonably require from time to time.
 - (b) **Liability Insurance:** The Contractor shall purchase and maintain liability for bodily injury, including accidental death in the amount of One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) on account for one occurrence and an aggregate limit of Three Million Dollars (\$3,000,000).
 - (c) **Liability for property damage:** The Contractor shall purchase and maintain liability insurance providing minimum liability coverage for property damage in the amount of One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Three Million Dollars (\$3,000,000).
 - (d) **Pollution Liability Insurance:** The Contractor shall purchase and maintain pollution liability insurance in the coverage amount of not less than One Million Dollars (\$1,000,000).
 - (e) **Umbrella policy:** The Contractor shall purchase and maintain an umbrella policy in the amount of Five Million Dollars (\$5,000,000) covering the underlying policies.

All policies shall be written so that the Public Works Director will be notified of cancellation or restrictive amendment at least thirty (30) days prior to effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Certificates shall not merely name the types of policy provided but shall specifically refer to these specifications and shall state that such insurance as required by these specifications.

All such insurance policies shall name the Town and its officers, agents and employees as additional insured to the extent of Contractor's liability under Section 18, except that for purposes of Workers' Compensation insurance, Contractor instead may provide a written waiver of subrogation rights against the Town, as permitted by Maine law. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Maine, shall be in form satisfactory to the Town and shall contain a provision prohibiting cancellation except upon at least thirty (30) days prior written notice to the Town and shall contain a complete waiver by the insurer of subrogation against the Town. All such insurance policies will be primary in the event of a loss arising from Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Contractor shall not commence work under the Contract until it has obtained all insurance coverage required under this subparagraph and any insurance policies have been approved by the Town. All such insurance policies shall have a retroactive date, which is the earlier of the date of the Contract between the parties or Contractor's commencement of services there under.

20. Failure to Enter into Contract-Forfeiture of Deposit: The Contractor must sign and return the Contract, with the required certificate of insurance and performance bond, within fourteen (14) days after notification by the Town that the Contract is ready for signature. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town, and the Proposal deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages. Should the successful Proposer withdraw its Proposal prior to the signing of the Contract, its deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages.

21. Notices. All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town: Town of York
186 York Street
York, Maine 03909

To the Contractor: Waste Management of New Hampshire, Inc.
90 Rochester Neck Road
Rochester, NH 03839
Attention: General Manager

With a Copy to: Waste Management of New Hampshire, Inc.
4 Liberty Lane West

Hampton, New Hampshire 03842
Attention: General Counsel

Or to other such addresses as the parties may designate in writing.

25. Waiver: A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

26. Titles of Sections: Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

27. Amendment: This Agreement may be modified or amended only by written consent duly executed by the parties hereto or their representatives.

28. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long the material purposes of this Agreement can be determined and effectuated.

29. Number of copies: This Agreement may be executed in any number of counterparts, all of which shall have the full force and effect of an original for all purposes.

30. Bankruptcy: It is agreed that if the Contractor is adjudged bankrupt by either voluntary or involuntary bankruptcy proceedings, then this Agreement shall terminate effective upon the date of final order of the bankruptcy court, or sooner upon mutual agreement of the parties.

31. Dispute Resolution: The parties will first use good faith efforts to attempt to settle disputes informally provided that should informal resolution not succeed, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association. Both parties acknowledge that time is of the essence in scheduling any arbitration hearing. During the period in which any claim is awaiting the arbitration process, the parties shall make their best efforts to comply with the terms and obligations set forth in this contract, which are not in dispute.

32. Termination:

- A. For Cause: If the Contractor fails to fulfill or violates any material provision of this Contract, the Town may terminate the Contract by written notice to the Contractor thirty (30) calendar days before the effective date of the termination provided that Town shall afford Contractor a reasonable opportunity to cure such breach which will be no less than the thirty (30) day notification period. The notice shall specify the acts or omissions relied on as cause for termination. The Town shall determine the damages to the Town

caused by the Contractor's breach. The Town shall pay the Contractor fair and equitable compensation for services satisfactorily completed prior to receipt of notice of termination (or prior to the date the notice was mailed if Contractor has absented himself so that he does not receive the notice), less the amount damages determined by the Town. If damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the Town can affirmatively collect damages.

33. Decrease in Waste Volume/Program Modifications: If the volume of MSW the Contractor is required to collect at curbside decreases by 10% or more below the 5,300 tons provided for in this Contract, the Contractor will be required to decrease the Contract amount to reflect actual amount of MSW being disposed of. Decreases may occur because specific materials are eliminated from the residential collection program. The parties further agree to evaluate collection program changes including but not limited to "Automated Collection", "Pay-as-you-Throw" etc. In the event a program changes is made the parties shall negotiate in good faith changes to the terms, conditions and compensation under the Contract.

34. Excuse of Performance. The performance of this Agreement, except for the payment for services already rendered, may be suspended by either party for definite or indefinite periods as circumstances require in the event of an act of force majeure. Force majeure shall mean any act or event beyond the control of the parties, which materially and adversely affects the performance of this contract, including without limitation:

- a) strikes or work stoppages at the facility in excess of 10 days;
- b) any destruction of or damage to or any interruptions, suspension or interference with the operation of the facility caused by:
 - i. acts of god, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
 - ii. acts of the public enemy, wars, blockades, insurrections, riots, arrests, restraints of governments and people, civil disturbances or similar occurrences;
- c) any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations, which prohibit the operation of the facility.
- d) Suspension, termination or interruption of utilities.

If any act or event of force majeure occurs, the party affected shall deliver written notice to the other within 48 hours setting forth such information available to it of the act of force majeure.

35. Successors and Assigns: In the event of an assignment approved in accordance with Section 2.B hereinabove, any liabilities with respect to this Agreement, incurred by the assigning party, shall be assumed by the assignee.

36. Entirety: This Agreement and any Exhibits attached hereto contain the entire Agreement and understanding between parties as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force effect.

37. Maine Law: This Contract shall be construed, interpreted and enforced according to the laws of the State of Maine.

38. Standards of Work: The Contractor agrees and warrants that the performance of the services, pursuant to the requirements of this Contract, shall conform to high professional standards. The Contractor shall employ only competent personnel to complete the work; and whenever the Public Works Director shall notify the Contractor, in writing, that any personnel of the work is, in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work, and shall not again be employed except with the consent of the Public Works Director.

39. Nonappropriation of Funds: The Town shall make payments to Contractor pursuant to the terms of this Agreement only if funds are legally available for that purpose. If Town is not allotted funds for a certain fiscal year to allow payments under this Contract, Town may legally terminate this Contract at the end of the then current fiscal year by giving 90 days written notice to Contractor and enclosing therewith a sworn statement that foregoing conditions exist. Upon the occurrence of this event, if this Agreement is terminated by Town in accordance with this paragraph, then, Town agrees not to purchase similar services from other providers or Contractors for a period of 360 days. Town agrees to provide Contractor with an opinion of counsel relating to the circumstances of nonappropriation.

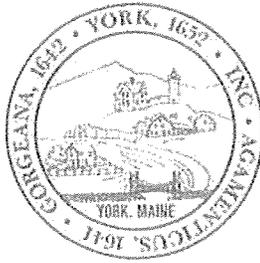
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

By: Paul Pengeroth
Paul Pengeroth, Market Area General Manager

TOWN OF YORK, MAINE

By: Robert M. Yandow
Rob Yandow, Town Manager



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 9, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 13, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Award for purchase of an automated fingerprint and photo ID system for police department	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The police department has worked over the last two years to automate the fingerprint and photo ID functions of the department to be able to more efficiently provide that service and to be able to electronically store that information in their current in house records management system. After a thorough analysis it has been determined that the MorphoTrak system is the only system at this time that meets all of the requirements of the department, the Maine Bureau of Identification and the FBI. (see accompanying memo and contract)

RECOMMENDATION: To allow the police department to purchase an automated fingerprint and photo ID system from MorphoTrak .

PROPOSED MOTION: I move for the Board of Selectmen to authorize the York Police Department to purchase a MorphoTrak Live Scan Cabinet (listed in attached) for the price of \$28,721. This price includes the purchase of equipment and the maintenance agreement for the first year.

FISCAL IMPACT: \$ 28,721.00

DEPARTMENT LINE ITEM ACCOUNT: 100.0201.6002

BALANCE IN LINE ITEM IF APPROVED: \$2,270.48

PREPARED BY: Chief Douglas Bracy

REVIEWED BY: 



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch:
Non-Emergency
(207) 363-4444

Administration:
(207) 363-1031

Facsimile:
(207) 361-6818

www.yorkpolice.org

**Committed
to excellence**

MEMORANDUM

DATE: June 09, 2016
TO: Town Manager Stephen Burns
CC: Board of Selectmen
FROM: Chief Douglas Bracy *DPB*
SUBJECT: PURCHASE OF LIVE SCAN FINGERPRINT & PHOTOGRAPH SYSTEM

The police department has tried over the last several years to institute a more efficient system to taking fingerprints and photo IDs for our holding room. The system has to meet requirements to integrate with our IMC records management system and has to meet both State and Federal Bureaus of Identification standards and formats. The department takes fingerprint and mugshots on anyone who is arrested and brought to the PD. This averages 200 – 300 per year. We also do a sizeable number of noncustodial fingerprints as a public service to residents of the town for bonding, financial services, immigration and employment. In 2015 we did 119 non-custodial prints.

An automated system requires far less time, is far more accurate and requires no type of clean up that the old ink roll fingerprints systems require. Another benefit would be storing these files electronically in our system instead of in paper copies as we now do. Lastly, this will save the department money in postage as all state and federal prints taken of arrested individuals must be sent via USPS mail to those organizations. With an electronic system we will be able to set up an automatic electronic download of this information via modems.

In 2014/2015 we contracted with a company called Cross Match to provide a live scan fingerprint system that would merge with our internal records management system to save prints on those who were arrested electronically instead paper copies now saved. After nearly a year it was determined that this company could not merge the information with our IMC records management system as promised and subsequently provided a full refund.

Lt. Scamman went back to researching how we could accomplish this task and worked with State of Maine Identification personnel and representatives of our records management software provider TriTech over the last several months to identify companies and products that could meet the needs we had designed and the requirements of our State and Federal partners. There is only one company at this time whose product can merge with our records management system, provide the format and quality that is required by the State and Federal Bureaus of Identification, and provide photo IDs at the same time.

As you will see by the attached documentation Safran MorphoTrak is a sole source provider of the system that meets requirements of both our State and Federal partners and of our records management company Tri-Tech which utilizes the TriState AFIS platform to merge with our records management module.



June 9, 2016

Lt. Scamman
York Police Department
36 Main Street
York, ME
Tel: (207) 361-6803
Email: rscamman@yorkpolice.org

Reference No. MTME-L110415-01B

MorphoTrak's Automated Fingerprint Identification System (AFIS) is currently installed at Maine State Police / Tri-State (Tri-State AFIS). MorphoTrak is the owner of the software and design, sole developer and sole provider for the AFIS.

The proposed MorphoTrak LiveScan Fingerprint System is specifically designed to work with the existing AFIS located at Tri-State AFIS.

As the manufacturer of the existing Tri-State AFIS and software application, only MorphoTrak can provide the LiveScan Fingerprint System that uses the same Software processing, searching and matching technology used by the Tri-State AFIS. These devices use a proprietary software application that incorporates specific encoding algorithms and search routines developed and patented by MorphoTrak.

Specifically:

MorphoTrak does not have other sales channels, partners or resellers. The proposed solution can only be procured and implemented directly from MorphoTrak. As the manufacturer of the existing Tri-State AFIS subsystem, software applications, and LiveScan Fingerprint System, only MorphoTrak can provide the required hardware, software and support.

Should you require further assistance, please contact Jayne Goodall, MorphoTrak Senior Sales Manager, Telephone (714) 575-2956 or Email jayne.goodall@morpho.com.

Sincerely

A handwritten signature in cursive script that reads 'Barry Fisher'.

Barry Fisher
Vice President, Sales - MorphoTrak



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

June 9, 2016

Lt. Scamman
York Police Department
36 Main Street
York, ME
Tel: (207) 361-6803
Email: rscamman@yorkpolice.org

Reference No. MTME-L110415-01B

Dear Lt. Scamman:

MorphoTrak is pleased to provide York Police Department with the following proposal for a MorphoTrak LiveScan Station equipped with the accepted standard Maine State Police / Tri-State AFIS profiles for submission directly to the Tri-State (Maine, New Hampshire, Vermont) AFIS System.

MorphoTrak's fully integrated LiveScan solution provides York Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture
- ◆ Full compliance with Tri-State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty

*In the MorphoTrak
2016 Customer
Satisfaction survey,
94% of our
customers rated
themselves
"Satisfied" or "Very
Satisfied"*



Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the York Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within 20 days after the date of the invoice. Product purchase will be governed by the MorphoTrak Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, MorphoTrak will makes its best effort to provide a suitable replacement.

Proposal Expiration: September 30, 2016

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
MorphoTrak
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@morpho.com | Tel: (714) 575-2956 | Fax: (714) 238-2049

We look forward to working with you.

Sincerely,



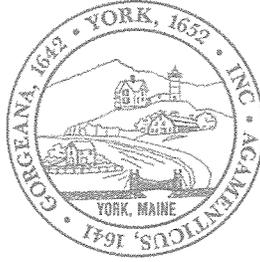
Barry Fisher
Vice President, Sales - MorphoTrak



PUBLIC HEARING NOTICE
Town of York – Board of Selectmen
June 13, 2016
7:00PM
York Public Library

The Town of York Board of Selectmen will hold a Public Hearing on June 13, 2016 regarding a new Business License Application submitted for the following:

- Anthony Siewick DBA: TJ's (Bed and Breakfast); located at 1287 US Route One



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 10, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: Business License Applications

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All approvals are contingent on taxes being current and all appropriate departments (inspections) giving approval; See "Department Approvals" on page two of each application. Signed business license applications and certificates will not be released to the applicant until all necessary department approvals have been received.

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:

- *Kiersten Mayes DBA: The Central Restaurant and Bar (Food Service, Liquor); located at 127 Long Sands Road*
- *Stephen Dunne DBA: Dunne's Ice Cream (Food Service); located at 214 Nubble Road*
- *Joseph Barberi DBA: York's Wild Kingdom (Coin-Operated Amusement); located at 23 Railroad Avenue*
- *Joseph Golzbein DBA: Kingdom Concessions (Coin-Operated Amusement); located at 23 Railroad Avenue*
- *Nancy St. Pierre DBA: M and N Concession Service, LLC (Food Service); located at 23 Railroad Avenue*
- *Carle L. Brown DBA: Ruby's Wood Grill (Food Service, Liquor, Special Amusement, Coin-Operated Amusement); located at 433 US Route One*
- *RBDD Cliff House Acquisitions, LLC DBA: The Cliff House Resort and Spa (Food Service, Liquor, Special Amusement, Innkeeper); located at 591 Shore Road*

All subject to taxes, fees and inspections being current and compliant with the usual noise stipulations.

PREPARED BY: Melissa M. Avery

REVIEWED BY: 

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

NOTE: Business Licenses are not transferable to another person, business or location.

Business Name: The Central Restaurant & Bar DBA

Street Address: 127 Long Sands Rd.

Business Owner: Kiersten Mayes Business Manager: same

Mailing Address: 10 Snowdin Ridge Mailing Address: _____

YORK, ME 03909

Phone Number: (003-566)-8413 Phone Number: _____

E-mail Address: kierstenmayes@gmail.com E-mail Address: _____

Please indicate who is to be the Primary Contact with the Town: OWNER or MANAGER

Is the Business Owner same as the prior year? YES NO NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)

___ Innkeeper License (C/F)

Number of Rooms: ___

Food and Beverage:

Food Service License (C/F)

Number of Seats: 68 / ___ (Existing / Proposed)

Liquor License (F/P)

___ Bottle Club License (F/P)

Entertainment:

___ Special Amusement License (F/P)

___ Dance Hall License (F/P)

___ Bowling Alley License (F)

___ Coin-Operated Amusement License (P)

___ Bingo, Beano and Games of Chance

Miscellaneous:

___ Transient Seller's License

___ Flea Market License

___ Junkyard, Auto Graveyard/Recycling License

___ Other: _____

C – Code Enforcement Inspection Required F – Fire Department Inspection Required P – Police Department Inspection Required
S – Sewer District Inspection Required W – Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

Provide the following information about any relevant State licenses:

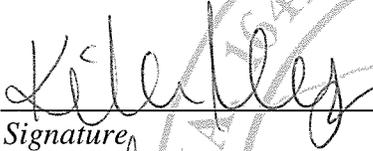
STATE LICENSE INFORMATION			
ID Number(s):	# 17375	# 7354	
Expiration Date(s):	7/22/16	7/10/16	
Classification(s):	Food/Health	Liquor	

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Please read the following and sign to complete your application:

I understand that a license is required before operating or conducting any business or activity governed by the Town's Business Licensing Ordinance and that ongoing compliance with the provisions of the Town's Business Licensing Ordinance and other applicable Town codes is required throughout the entire license period.

I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen.

Business Owner: Killeley  Have you ever been convicted of a Felony? YES / NO

Business Manager: Killeley  Have you ever been convicted of a Felony? YES / NO

(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEES	Amount	Map - Lot: 0044 - 0066
Application and First License (\$60)	60	Processed By: <u>mmaven</u>
Subsequent Licenses (\$30 each)	30	Received Date: 5/23/16
New License Fee (\$50)	-	Amount Received: \$ 90.00
License Amendment (\$25)	-	Check # <u>993</u> or Cash <input type="checkbox"/>
Other: _____	-	LICENSE #: _____ - _____
TOTAL DUE	\$ 90	

Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement	6/3/16 KN	Sewer	
Fire	6/3/16 DA	Water	5/24/16 DN
Police	6/3/16 OD	Tax Collector	5/24/16 MAS

Board of Selectmen _____ Town Manager for the Board of Selectmen	_____ Date	Special Conditions (Attached if Necessary) YES NO
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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

NOTE: Business Licenses are not transferable to another person, business or location.

Business Name: Dunne's Ice Cream

Street Address: 214 NUBBLE RD

Business Owner: Stephen Dunne Business Manager: _____

Mailing Address: P.O. Box 665 Mailing Address: _____
York Beach 03910

Phone Number: 207-363-1277 Phone Number: _____

E-mail Address: sdunne@ime.com E-mail Address: _____

Please indicate who is to be the Primary Contact with the Town: OWNER or MANAGER

Is the Business Owner same as the prior year? YES NO NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)

___ Innkeeper License (C/F)

Number of Rooms: ___

Food and Beverage:

Food Service License (C/F)

Number of Seats: 40 / 1 (Existing) Proposed

___ Liquor License (F/P)

___ Bottle Club License (F/P)

Entertainment:

___ Special Amusement License (F/P)

___ Dance Hall License (F/P)

___ Bowling Alley License (F)

___ Coin-Operated Amusement License (P)

___ Bingo, Beano and Games of Chance

Miscellaneous:

___ Transient Seller's License

___ Flea Market License

___ Junkyard, Auto Graveyard/Recycling License

___ Other: _____

C - Code Enforcement Inspection Required F - Fire Department Inspection Required P - Police Department Inspection Required

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	2530		
Expiration Date(s):	5/19/2017		
Classification(s):	Health		

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Please read the following and sign to complete your application:

I understand that a license is required before operating or conducting any business or activity governed by the Town's Business Licensing Ordinance and that ongoing compliance with the provisions of the Town's Business Licensing Ordinance and other applicable Town codes is required throughout the entire license period.

I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen.

Business Owner: Stephen Danner Have you ever been convicted of a Felony? YES NO

Signature

Business Manager: _____ Have you ever been convicted of a Felony? YES / NO

Signature

(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: 0025 - 02007A
Application and First License (\$60)		60.-	Processed By: mmavery
Subsequent Licenses (\$30 each)			Received Date: 5/25/16
New License Fee (\$50)		-	Amount Received: \$ 60.-
License Amendment (\$25)		-	Check # 10699 or Cash <input type="checkbox"/>
Other: _____		-	LICENSE #: _____ - _____
TOTAL DUE		\$ 60.-	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement	6/2/16 KN	Sewer	5/26/16 TH
Fire	5/26/16 DB	Water	5/31/16 DN
Police	N/A	Tax Collector	5/31/16 WAS
Board of Selectmen _____ Town Manager for the Board of Selectmen _____			Special Conditions (Attached if Necessary) YES NO
			Date _____

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

NOTE: Business Licenses are not transferable to another person, business or location.

Business Name: York's Wild Kingdom

Street Address: PO Box 1139 York Beach, ME 03910 23 Railroad Ave

Business Owner: Joseph Barberi Business Manager: Jean Gallagher

Mailing Address: same Mailing Address: same

Phone Number: 207.363.4971 Phone Number: same

E-mail Address: ykingdom@pol.com E-mail Address: same

Please indicate who is to be the Primary Contact with the Town: OWNER or MANAGER

Is the Business Owner same as the prior year? YES NO NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: _____

Food and Beverage:

Food Service License (C/F)

Number of Seats: _____ / _____ (Existing / Proposed)

Liquor License (F/P)

Bottle Club License (F/P)

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: _____

C - Code Enforcement Inspection Required F - Fire Department Inspection Required P - Police Department Inspection Required
S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):			
Expiration Date(s):			
Classification(s):			

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Please read the following and sign to complete your application:

I understand that a license is required before operating or conducting any business or activity governed by the Town's Business Licensing Ordinance and that ongoing compliance with the provisions of the Town's Business Licensing Ordinance and other applicable Town codes is required throughout the entire license period.

I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen.

Business Owner: Joe Barlow *Signature* Have you ever been convicted of a Felony? YES NO

Business Manager: Joe Barlow *Signature* Have you ever been convicted of a Felony? YES NO

(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEES	Amount	Map - Lot: <u>0094 - 0082</u>
Application and First License (\$60)	<u>60.-</u>	Processed By: <u>mmawery</u>
Subsequent Licenses (\$30 each)	<u>---</u>	Received Date: <u>5/23/16</u>
New License Fee (\$50)	<u>---</u>	Amount Received: \$ <u>60.00</u>
License Amendment (\$25)	<u>---</u>	Check # <u>22950</u> or Cash <input type="checkbox"/>
Other: _____	<u>---</u>	LICENSE #: _____ - _____
TOTAL DUE	\$ <u>60.-</u>	

Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement	<u>N/A</u>	Sewer	
Fire	<u>N/A</u>	Water	<u>5/24/16 DN</u>
Police	<u>5/23/16 OD</u>	Tax Collector	<u>5/24/16 NAS</u>

Board of Selectmen	_____	_____	Special Conditions (Attached if Necessary) YES NO
	<i>Town Manager for the Board of Selectmen</i>	<i>Date</i>	

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

NOTE: Business Licenses are not transferable to another person, business or location.

Business Name: King dom Concessions

Street Address: 23 Rail Road Ave

Business Owner: Joseph Goltzbein Business Manager: _____

Mailing Address: 80 US Route 1 Unit H1 Mailing Address: _____

Phone Number: 1-207-468-2253 Phone Number: _____

E-mail Address: JOEY-YW40@HOTMAIL.COM E-mail Address: _____

Please indicate who is to be the Primary Contact with the Town: OWNER or MANAGER

Is the Business Owner same as the prior year? YES NO NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)

___ Innkeeper License (C/F)

Number of Rooms: _____

Food and Beverage:

Food Service License (C/F)

Number of Seats: _____ / _____ (Existing / Proposed)

___ Liquor License (F/P)

___ Bottle Club License (F/P)

Entertainment:

___ Special Amusement License (F/P)

___ Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

___ Bingo, Beano and Games of Chance

Miscellaneous:

___ Transient Seller's License

___ Flea Market License

___ Junkyard, Auto Graveyard/Recycling License

___ Other: _____

*C - Code Enforcement Inspection Required F - Fire Department Inspection Required P - Police Department Inspection Required
S - Sewer District Inspection Required W - Water District Inspection Required*

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):			
Expiration Date(s):			
Classification(s):			

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Please read the following and sign to complete your application:

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I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen.

Business Owner: _____

[Handwritten Signature]
Signature

Have you ever been convicted of a Felony? YES / NO

Business Manager: _____

[Handwritten Signature]
Signature

Have you ever been convicted of a Felony? YES / NO

(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0094-0082</u>
Application and First License (\$60)		<u>600.-</u>	Processed By: <i>[Handwritten Signature]</i>
Subsequent Licenses (\$30 each)		<u>—</u>	Received Date: <u>5/23/16</u>
New License Fee (\$50)		<u>—</u>	Amount Received: \$ <u>600.-</u>
License Amendment (\$25)		<u>—</u>	Check # _____ or Cash <input checked="" type="checkbox"/>
Other: _____		<u>—</u>	LICENSE #: _____ - _____
TOTAL DUE		\$ <u>600.-</u>	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement	<u>N/A</u>	Sewer	
Fire	<u>N/A</u>	Water	<u>5/24/16 DN</u>
Police	<u>5/23/16 OD</u>	Tax Collector	<u>5/24/16 MAS</u>
Board of Selectmen _____ Town Manager for the Board of Selectmen _____ Date _____			Special Conditions (Attached if Necessary) YES NO

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

NOTE: Business Licenses are not transferable to another person, business or location.

Business Name: MANDN CONCESSION SERVICES LLC

Street Address: 23 Railroad Ave.

Business Owner: Nancy St Pierre Business Manager: Nancy St Pierre

Mailing Address: P.O. Box 1176 Mailing Address: same

York Beach, ME 03910

Phone Number: 207-337-1253 Phone Number: same

E-mail Address: mandnconcessions@yahoo.com E-mail Address: same

Please indicate who is to be the Primary Contact with the Town: OWNER or MANAGER

Is the Business Owner same as the prior year? YES NO NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms:

Food and Beverage:

Food Service License (C/F)

Number of Seats: 50 / (Existing / Proposed)

Liquor License (F/P)

Bottle Club License (F/P)

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other:

C – Code Enforcement Inspection Required F – Fire Department Inspection Required P – Police Department Inspection Required

S – Sewer District Inspection Required W – Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	# 9413	# 9432	# 5040
Expiration Date(s):	09/26/16	05/30/17	06/16/17
Classification(s):	eating place	eating place	eating place

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Please read the following and sign to complete your application:

I understand that a license is required before operating or conducting any business or activity governed by the Town's Business Licensing Ordinance and that ongoing compliance with the provisions of the Town's Business Licensing Ordinance and other applicable Town codes is required throughout the entire license period.

I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen.

Business Owner: Nancy AP *Signature* Have you ever been convicted of a Felony? YES / NO

Business Manager: Nancy AP *Signature* Have you ever been convicted of a Felony? YES / NO

(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0094 - 0082</u>
Application and First License (\$60)			Processed By:
Subsequent Licenses (\$30 each)			Received Date:
New License Fee (\$50)			Amount Received: \$
License Amendment (\$25)			Check # _____ or Cash <input type="checkbox"/>
Other: _____			LICENSE #: _____ - _____
TOTAL DUE		\$	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement	<u>5/26/16 AH</u>	Sewer	
Fire		Water	<u>5/24/16 DN</u>
Police	<u>N/A</u>	Tax Collector	<u>5/24/16 MAS</u>
Board of Selectmen _____ Town Manager for the Board of Selectmen			Special Conditions (Attached if Necessary) YES NO
			Date

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	1038234	5688	4932
Expiration Date(s):	12/31/19	7/28/16	8/8/16
Classification(s):	Resale Certif.	Liquor	High + Human Succ

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Please read the following and sign to complete your application:

I understand that a license is required before operating or conducting any business or activity governed by the Town's Business Licensing Ordinance and that ongoing compliance with the provisions of the Town's Business Licensing Ordinance and other applicable Town codes is required throughout the entire license period.

I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen.

Business Owner:  Have you ever been convicted of a Felony? YES / NO
Signature

Business Manager:  Have you ever been convicted of a Felony? YES / NO
Signature
(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEES	Amount	Map - Lot: _____ - _____
Application and First License (\$60)	60.-	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)	90.-	Received Date: <u>6/3/16</u>
New License Fee (\$50)	-	Amount Received: \$ <u>150.00</u>
License Amendment (\$25)	-	Check # <u>37821</u> or Cash <input type="checkbox"/>
Other: _____	-	LICENSE #: _____ - _____
TOTAL DUE	\$ 150.00	

Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement	<u>6/8/16</u> <u>KNO</u>	Sewer	<u>6/7/16</u> <u>TH</u>
Fire	<u>6/6/16</u> <u>DA</u>	Water	<u>6/7/16</u> <u>DN</u>
Police	<u>6/6/16</u> <u>OD</u>	Tax Collector	<u>6/9/16</u> <u>MAS</u>

Board of Selectmen _____ Town Manager for the Board of Selectmen	_____ Date	Special Conditions (Attached if Necessary) YES NO
---	------------	---

THE TOWN OF
YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

NOTE: Business Licenses are not transferable to another person, business or location.

Business Name: The Cliff House Resort & Spa

Street Address: 591 Shore Road, Cape Neddick, ME 03902

Business Owner: RBDD Cliff House Acquisitions LLC Business Manager: Scott Spann

Mailing Address: c/o Rockbridge, 4100 Regent St., Ste. G Mailing Address: 591 Shore Road
Columbus, OH 43219 York, ME 03909

Phone Number: 207.361.1000 Phone Number: 207.361.1136

E-mail Address: ddunn@cliffhousemaine.com E-mail Address: sspann@cliffhousemaine.com

Please indicate who is to be the Primary Contact with the Town: OWNER or MANAGER

Is the Business Owner same as the prior year? YES NO

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: 136*

** Current number, however 220 have been approved and will be built.*

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats: 690

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: _____

C – Code Enforcement Inspection Required F – Fire Department Inspection Required P – Police Department Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

FEES: Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or Check only; Please make check payable to Town of York.

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	4319	50356	4937
Expiration Date(s):	04/07/2016	04/02/2016*	04/01/2017
Classification(s):	Liquor	Dance (fire marsh.)	Eating & Lodging

Please read the following and sign to complete your application:

I understand that a license is required before operating or conducting any business or activity governed by the Town's Business Licensing Ordinance and that ongoing compliance with the provisions of the Town's Business Licensing Ordinance and other applicable Town codes is required throughout the entire license period.

I understand that this Business License Application must be filled out completely, all fees must be paid, and all necessary department inspections must be completed and passed before the license(s) will be considered by the Board of Selectmen. RBDD Cliff House Acquisitions LLC

Business Owner: By: [Signature] Have you ever been convicted of a Felony? YES NO
 Signature Kenneth J. Krebs, VP & Secretary

Business Manager: [Signature] Have you ever been convicted of a Felony? YES NO

(If either person has a Felony conviction, please attach an explanation of the circumstances)

FOR OFFICE USE ONLY

FEE	Amount	Map - Lot: 0004 - 0029
Application and First License (\$60)	60.00	Processed By: mmaweny
Subsequent Licenses (\$30 each)	90.00	Received Date: 2/24/16
New License Fee (\$50)		Amount Received: \$ 150.00
License Amendment (\$25)		Check # 10078 or Cash <input type="checkbox"/>
Other: _____		LICENSE #: _____ - _____
TOTAL DUE	\$ 150.00	

Department Approvals	Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	__ N/A	YES NO
Fire	__ N/A	YES NO
Police	__ N/A	YES NO
Tax Collector	2/26/2016 N. Szeniewski	YES <input checked="" type="radio"/> NO
Board of Selectmen	_____ Town Manager for the Board of Selectmen	YES NO
	_____ Date	



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 9, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: Energy Comprehensive Plan Chapter

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Energy Committee, Planning Board and Planning Director have drafted an Energy Chapter to be incorporated within the Town's Comprehensive Plan. The proposed chapter contains an inventory of energy initiatives; local, state, regional energy policies, programs and incentives; a section regarding organizations, stakeholders and community engagement; and implementation strategies. The plan also contains a summary of actions section that identifies the responsible group(s), provides a timeframe for implementation and includes the potential cost (rough estimate) for each identified strategy. Specific to the chapter the Planning Board and Energy Committee would appreciate any feedback the Board might have regarding the summary of actions section where the Board of Selectmen (BOS) is mentioned as the responsible group for implementation of a particular strategy.

RECOMMENDATION: Review the Energy Chapter and provide feedback regarding the summary of actions section and the Board of Selectmen's potential role in implementing the assigned strategy.

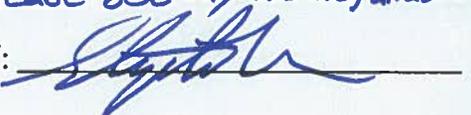
PROPOSED MOTION: N/A

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

** Please see my memo, attached*

PREPARED BY: Dylan L. Smith, Planning Director REVIEWED BY: 

MEMO



TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager *SWB*
DATE: June 9, 2016
RE: Draft Energy Chapter

The contents of the Comprehensive Plan are in the policy realm of the Planning Board by State law and by Town Charter, though subject to voter approval. It is not immediately clear to me the role of the Board of Selectmen in reviewing this draft chapter, though it is good practice for the Planning Board to reach out to stakeholders.

This said, I would like to offer a few points:

1. This is a very far-reaching series of policies. It's calling for the Town to become net-zero in terms of energy production/use. It calls for the Town to reduce greenhouse gas emissions to nearly zero. It's calling for the Town to obtain 100% of our energy for electricity and heating from renewable resources – which today are provided only by the solar panels at the York Beach Fire Station and my favorite wood pellet boiler at the Grant House. These are valid policy options, but it's a monumental shift from where the Town is today and these should not be adopted without adequate and informed discussion and consideration of each such policy by the public, by the Town's boards, and by the Town staff. I'm ready to implement, but I want to be sure everybody is really behind these policies first.
2. I think the title is too narrow given the scope of the documents. This is a sustainability chapter as much as it's an energy chapter. I don't object to this, but I think it should be identified as such. Take, for example, the second and third bullet points of strategy #41 (page 22) about climate change: address sea level rise, and comply with MS4 mandates. These are not energy policies and they are already addressed elsewhere in the Comprehensive Plan. There is also reference to a Sustainability Coordinator (see strategy #46, page 22). Not sure what this is, who this is or would be, or what their responsibilities are. I'm just concerned this chapter is more far-reaching than a quick read of the title indicates.
3. If this Chapter is adopted as proposed, there will be ongoing budget implications, and implementation of many tasks will not happen until the budget accommodates them. I will remind everyone about Comp Plan Policy #2.2.2. This policy, which states that new mandates imposed on Town staff should not take effect unless adequate resources are provided. I see in this document tasks like a mandate to create and maintain a database of

energy projects, and direction to collect data about private energy use, and I know these will take time and money. These aren't tasks I'll necessarily add to the workload of current staff. If these sorts of policies are added into the Plan then they will need to be added into future budget requests. The Board of Selectmen should be aware of this moving forward.

4. I will also note that I'm not going to push for or support hybrid plow trucks. Just sayin...

JOINT MEETING WITH THE PLANNING BOARD

I think it makes good sense for the Planning Board to continue working on this document, and I recommend the Board of Selectmen discuss with the Planning Board (at the upcoming joint meeting on June 27th) its plans to reach out to the public, to other Town boards and committees, and to Town and Utility District staff before sending this document to the voters.

Proposed Comprehensive Plan Amendments

To be considered at the

November 2016 General Referendum

Draft: May 12, 2016

1. Add a new “Energy Chapter” within Volume 2: York Comprehensive Plan Inventory and Analysis and include reference to it within the introduction chapter; and
2. Adopt by reference, the strategy and summary of actions identified in the Energy Chapter, within Volume 1: Policies, Capital Investment Plan, Regional Coordination Program and Implementation Program;

Article X
Energy Chapter; Inventory and Analysis

Ballot Language: The following language would appear on the ballot.

Article X

The Town hereby ordains amendment to the **Comprehensive Plan** to add a new chapter to Volume 2-Inventory and Analysis Section titled “Energy Chapter” for the York Comprehensive Plan Inventory & Analysis.

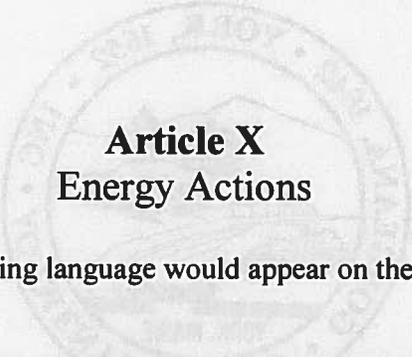
Statement of Fact:

Passage of this amendment to the Comprehensive Plan would add an Energy Chapter and associated appendix to the Inventory and Analysis Section of York’s Comprehensive Plan. The purpose of this chapter is to provide a framework for implementing Comprehensive Plan Goal 1.4.1, which establishes a broad vision of sustainability as a basis for policy decisions, in particular wise energy use and renewable energy. The Inventory and Analysis Chapter supports this goal by providing a detailed examination of York’s energy needs and progress to date. It identifies local, regional, state and national resources that are required and are available. It identifies the organizations and stakeholders in the community that are needed for implementation.

Recommendations:

Recommended by the Planning Board:

Amendment: Insert a new Comprehensive Plan Chapter entitled, “*Energy Chapter*” that reads as follows: (Please see attached “*Energy Chapter, York Comprehensive Plan, Inventory & Analysis*” dated May 12, 2016 and associated appendix).



Article X **Energy Actions**

Ballot Language: The following language would appear on the ballot.

Article X

The Town hereby ordains amendment to the **Comprehensive Plan** to add the following Town action to Volume 1: Policies, Capital Investment Plan, Regional Coordination Program and Implementation Program of the Comprehensive Plan regarding promoting renewable energy strategies.

Statement of Fact:

The purpose of this adding this action is to provide a framework for implementing Comprehensive Plan Goal 1.4.1, which establishes a broad vision of sustainability as a basis for policy decisions, in particular wise energy use and renewable energy. The Energy Actions located in the Energy Chapter support this goal by listing specific initiatives that would help integrate the goal of sustainability in every facet of Town operations, across municipal departments and committees as well as in the community at large. The expectation is that plans will change with advances in technology and industry practices.

Recommendations:

Recommended by the Planning Board:

Amendment: Add town action 1.4.2 that acknowledges the policy strategies and action plans included within the Energy Chapter of the Comprehensive Plan as follows:

- 1.4.2 In order to better promote the concept and broad principles of sustainability and renewable energy systems throughout town as established in Town Goal 1.4 and subsequent town action 1.4.1; the Town shall, to the greatest extent practicable, implement the strategies, summary of actions and associated timeframes identified within the Energy Chapter of the Comprehensive Plan.*



Energy Chapter

York Comprehensive Plan

Inventory & Analysis

Adopted:

Prepared in conjunction with the York Energy Steering Committee

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1. Introduction

The Energy Chapter of York's Comprehensive Plan was developed by the Energy Steering Committee in collaboration with York's Town Planning Director, Dylan Smith, and the Planning Board. The Committee held meetings with a number of Town department heads, volunteer committee members, business owners, nonprofit directors and homeowners to develop the overall vision as well as the specific programs and policies in the Chapter.

We are guided by the United Nations vision laid out in *Our Common Future*, the 1987 Bruntland Commission Report on the Environment and Development:^b

“Sustainable solutions meet the needs of the present without compromising the ability of future generations to meet their own needs.”

It's helpful to remind ourselves why we are fashioning these plans. As the Bruntland Commission found and the Mayor's Climate Protection Act and the 2015 Paris Climate Conference (COP21) reinforced, there is an ever-greater urgency for a response to climate change, and we all must do our part if we are to hand on to our children and their children a world that will meet their needs.

Our vision is for a community where net-zero energy and sustainability are not the results of a particular initiative, but the catalyst for a vigorous economy that supports a system of healthy natural resources shared by all. Where economic and environmental costs are not unfortunate outcomes of our lifestyles, but reasons to do things differently. Where excuses are ignored and action is taken.

Where:

- York Town government uses no more energy than it makes (“net-zero”) and greenhouse gas emissions are reduced to nearly zero
- We get 100% of our energy for both electricity and heat from renewable resources
- The Town's growth plan accommodates diverse lifestyles such as co-housing, tiny houses, multi-family housing and a significant affordable housing component for the most vulnerable
- Access to clean energy and efficient technology is available not only to those who can afford to pay for it but also for those who need help
- Building codes call for sustainable and efficient buildings and ordinances support lighting that keeps the skies dark and the stars clearly visible
- The Town fleet is made up largely of hybrids or electric vehicles
- Electric charging stations are convenient and plentiful for Town employees and residents
- Public transportation, car-sharing and ride programs are available to citizens and are linked to regional systems
- Bike paths are so safe and convenient that a large part of the population bikes to work
- Plentiful food sources are scattered through the community and organic farmers are actively supported by Town policy and popular markets
- Waste is recycled to energy and mulch

- Clean water sources are assured and stormwater is managed with collection and drainage systems rewarded by Town policy
- York's brand as a diverse green economy attracts businesses and tourists and is a major contributor to economic well-being
- York government actively supports sustainable policy and assigns appropriate resources to it in both dollars and staff time.

The goal of this inaugural Energy Chapter is to launch our plan to get to 100% sustainability.

The purpose of the Energy Chapter is to build a framework for York's sustainability initiatives so we can measure, monitor and communicate our progress toward our goals. The plan encompasses both municipal operations and the community at large and will help us integrate plans in every facet of Town management and community life, in each of our day-to-day work and activities.

The process is not linear – we are already doing some of the steps below, and will do others simultaneously. But a systematic program of advancing sustainability for York includes the following essential elements:

- Establish a vision and strategic goals with action plans for each goal
- Identify and rank opportunities in short-term and longer-term priorities
- Develop action plans and a process to monitor
- Implement initiatives and monitor performance
- Communicate to the community progress and lessons learned

2. York Energy Initiatives – History and Accomplishments to Date

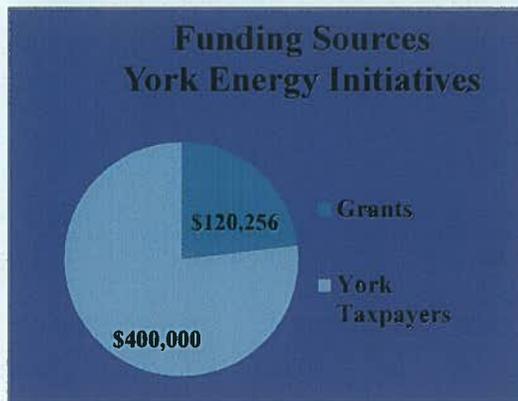
Short history of York's progress toward sustainability

2006	York Energy Efficiency Citizen Committee is launched (“York Goes Green”)
2008	Voters approved Green Buildings zoning ordinance adopting LEED standards for new Town buildings, making green building a priority for York
2008	York signed US Mayors’ Climate Protection Agreement and became member of ICLE, Local Governments for Sustainability, an international association of local and regional governments dedicated to sustainable growth
2009	Energy Steering Committee appointed by Board of Selectmen
2011	York added Sustainability Goal 1.4.1 to Comprehensive Plan
2010 – 2015	Voters approved total of \$400,000 and York received grants of \$120,255 to fund energy initiatives plus rebates of \$8,400 that were returned to the general fund. To date, energy improvements of \$484,740 have been completed in the Town Hall, Fire Stations, Grant House and Police Station. Most recent is the Beach Fire Station solar array and building retrofit completed in June 2015.°

In 2008, after several years of efforts to engage the Town in planning for energy initiatives, the Board of Selectmen approved the US Mayors’ Climate Protection Agreement and sent to voters a Green-Building ordinance that had been developed by two high school students. At the same time, voters approved an ordinance that allows small wind turbines to be used on residential and municipal properties, with height and sound restrictions.

The next year, the Board formed the Energy Steering Committee (ESC), consisting of five members and two alternates, with the mission to identify opportunities for energy conservation and efficiency upgrades in Town buildings. Proposed projects require the approval of the Board of Selectmen.

In 2010, York voters approved the first of four \$100,000 appropriations for improvements in energy efficiency in town buildings – in 2010, 2011, 2012 and 2014. The ESC was charged with using this funding to recommend energy-efficiency projects. York also received several grants totaling \$120,255, including a \$94,758 grant for the York Beach Solar Array completed in the Fall of 2014, and Efficiency Maine rebates of \$8,400 for the LED lights at the York Beach Fire Station.



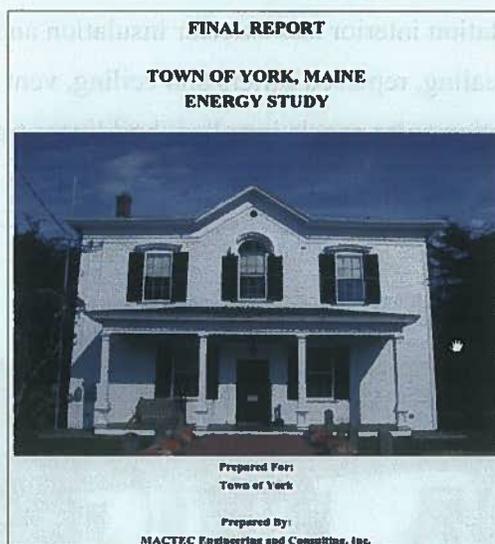
Light fixtures in several municipal buildings will be replaced with LEDs in 2016, which will deplete the remaining bond balance.

Figure X.1. Funding Sources – York Energy Initiatives, 2009-2015

Source and Approximate Date of Funding	Non-town Funds	Town Funds
Efficiency Maine seed grant - November 2009	\$10,000	
SEI/Efficiency Maine matching grant for 2012 work	\$15,498	
SEI Grant – July 2014	\$94,758	
York Taxpayers – FY 2010-2014		\$400,000
Total	\$120,256	\$400,000

Source: York Energy Steering Committee Presentation to Board of Selectmen, November 2014

One of the first things the ESC did was commission an energy study in 2011, partially funded by a \$10,000 grant from Efficiency Maine. The Committee gathered energy use data from all municipal facilities as a baseline for measuring future improvements, and contracted with MacTec Engineering to identify priorities for cutting emissions, refining the list to 15 Town-owned buildings. The study formed the Committee's work plan for the next several years. The ESC developed specifications and solicited bids for each project and worked with department heads and contractors as projects were being completed.



Spending by project - York Energy Initiatives 2010 - 2016

2010 Preliminary Energy Study, ICLEI Membership (grant funded \$25,498)	\$49,704
2010 – 2014 ICLEI membership, miscellaneous RFP advertising	\$3,954
2013 5 Building upgrades	
Town Hall, Grant House, Police Station, Fire Stations	\$27,750
2014 Village Fire Dept interior and exterior insulation	\$176,968
2014 Grant House pellet boiler installed	\$56,856
2015 Grant House Pellet Boiler installation errors corrected	\$13,023
2014 Beach Fire Dept solar installation (Grant funded \$94,758)	\$94,758
2015 Beach Fire Dept building Retrofit (Not including YBFD funded insulation \$12,300)	\$62,553
Total Project Spending	\$484,740

The first priority was to properly insulate and seal buildings so they would use less energy to heat. In 2013 small projects were completed in five Town buildings: Grant House, Police Station, Town Hall, Beach Fire Station and Village Fire Station. In 2014, a major retrofit was done to the York Village Fire Station. Also that year the Grant House needed to replace its non-functioning oil boiler, so the Energy Steering Committee recommended a pellet boiler for its compatibility with York’s goal to reduce the use of fossil fuels and because of its superior life-cycle cost profile.

2012-2015 Building Energy Upgrades Completed	
2011	Preliminary Energy Report from MacTec Engineering (partially grant-funded)
2012	Insulation and air-sealing in four buildings – Grant House attic and basement insulation Police Station attic and hot water pipe insulation Town Hall attic insulation and air-sealing York Beach Fire Station hot water pipe insulation
2013 - 14	York Village Fire Station interior and exterior insulation and siding, lighting upgrades, extensive weather-sealing, replaced rafters and ceiling, vent louvers and roof fans
2014 – 15	York Beach Fire Station solar panels installed, building retrofit completed June 2015
2015	Grant House pellet boiler installation corrected

York Police Station insulation



“We can now interview people in my office without our coats on.”
Charles Szeniewski, Patrol Lieutenant

In 2014 York had the opportunity to apply for a grant from funds originally from the federal stimulus program. The \$94,758 grant paid for most of a solar panel installation on the York Beach Fire Station. To get the most from the panels, the Energy Steering Committee planned a retrofit to re-insulate and seal the building and replace the lighting with LEDs. This is a demonstration project that shows how a community can take a historic building, retain and improve its function and historic appearance and transform it into a high-performing, energy-efficient system.

Underway, if voters approve, is a plan to convert our streetlights to LEDs, drastically cutting CO2 emissions and cost. We are investigating a very large solar array on the Town landfill that would power the entire municipal complex and part of the schools, water and sewer departments. Also in

the plans is a “Solarize York” program that would offer a bulk-purchase discount on solar installation for York residents and businesses; and workshops on participating in a “Solar Farm” as a way to buy solar power without putting panels on your roof, whether you own your home or rent.

York Village Fire Station insulation



***“I had \$5,000 left in my heating account budget at the end of last fiscal year.”
Chris Balentine, York Village Fire Chief (at end of June 2014)***

In 2012, we made improvements to the first floor of the YVF station, which had only uninsulated cement block walls on the first floor. Two inches of closed-cell spray foam was applied to the exterior of the cement blocks and that was covered with matching vinyl siding.

In 2013, we installed 14 inches of additional attic insulation, vapor barriers with extensive air sealing, a new dropped ceiling on the second floor, roof vents, and high-efficiency replacement lighting fixtures. Additionally, it was necessary to perform various structural modifications to the roof of the building to bring it up to code.

York Beach Fire Station solar panels and interior renovation

In 2014 the Committee obtained a \$94,758 grant from Seacoast Energy Initiative and Efficiency Maine for a 28.35 grid-tied solar array on the York Beach Fire Station roof. The Fire Department was planning to renovate the second floor Banquet Room, so the timing was right for an extensive retrofit of the building to use the solar power most efficiently.

Approximately \$62,553 of the money York voters approved in 2014 plus \$12,300 of Fire Station Foundation funds went to insulate the building, upgrade the heating and cooling system on the second floor, and install LED lighting throughout the building. York received a rebate from Efficiency Maine of \$8,400 but the funds were returned to the General Fund and not credited to the cost of this project paid from the bond York voters approved. This comprehensive approach models how to convert a historic building to a high-performance energy system while retaining the building's function and historic appearance.

The work was completed in June 2015 and was celebrated at a "Solar Plug-In" ceremony that month.



"My usual \$350/month electricity bill dropped to a credit of \$1.22 in August 2015 – so now I'm helping pay Town Hall's electricity bill." Dave Bridges, York Beach Fire Chief

Performance expectations

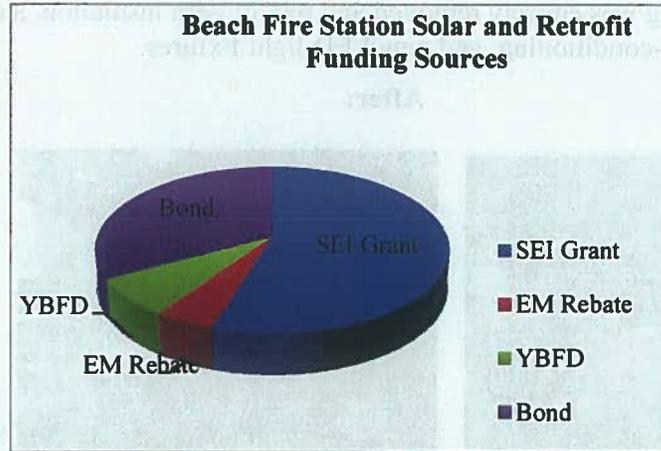
Projected CO² reductions of 233 tons per year are the equivalent of:



Taking 49 cars off the road... or



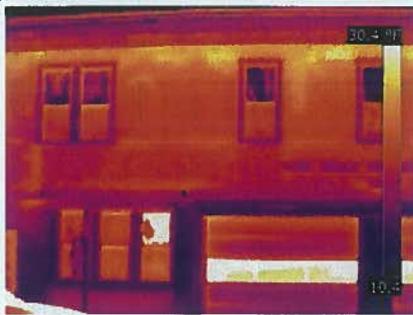
The CO₂ scrubbing power of 233 acres of forest



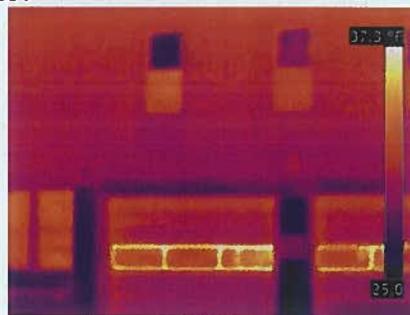
Insulation – Exterior Front

After insulation was installed in front walls: fewer light areas indicate less heat is escaping:

Before:



After:



Insulation – Interior second floor ceiling

Insulation installed above ceiling created thermal barrier: room retained heat better and ceiling grid lines no longer visible.

Before:



After:



Lighting – Second floor ceiling

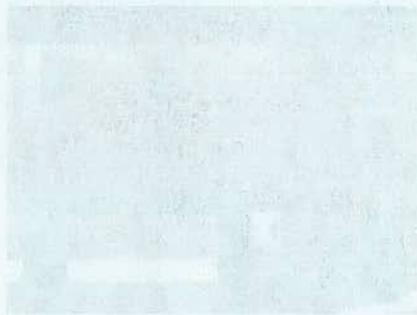
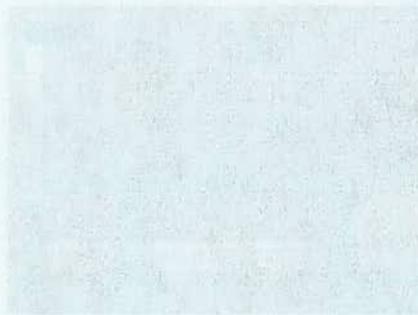
Second floor ballroom ceiling was entirely removed and rebuilt with insulation, a ducted heat pump system that also provides air-conditioning, and new LED light fixtures.

Before:

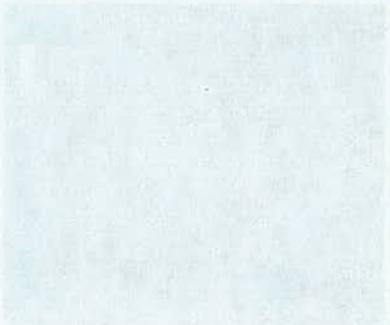
After:



Insulation - Exterior Front
After insulation was installed in front walls, lower light areas indicate less heat escaping.



Insulation - Interior second floor ceiling
Insulation installed above ceiling created the most barrier; most retained heat below and ceiling grid lines no longer visible.



Lighting - Second floor ceiling

Grant House Pellet Boiler Repair

In 2013, the Grant House needed to replace its non-functioning oil boiler. The Energy Steering Committee thoroughly researched pellet boiler technology recommended a pellet boiler because it is a carbon-neutral, renewable fuel source that is compatible with York's clean-energy goals, and with life-cycle cost advantages over oil and gas systems. Pellets milled from sustainable forests for space heating result in a significant net reduction in CO2 emissions. Sourced in Maine, they support the Maine economy and provide jobs to Maine people; and prices are not affected by world energy markets. The Committee consulted with the Kittery Wastewater Services director about its larger pellet boiler and heard that it was operating very effectively and had saved thousands of dollars each year.

After one cold season, however, it was clear that the pellet boiler was not functioning at the Grant House. An examination of the system revealed a number of problems, not with the boiler itself but the installation – the snow on the path where the pipes ran from the boiler outbuilding to the Grant House itself was completely melted when snow around it was 4 feet deep. The Energy Committee obtained approval from a ~~skeptical~~ the Board of Selectmen to repair rather than replace the pellet boiler. The original installer had retired and was unavailable to repair the boiler, but the Committee found a Maine company that completed the repair in September of 2015 at a cost of \$12,200. That company maintains the system today. In addition to the reduced CO2 emissions, expected savings over the life of the boiler is \$136,173. And how is it working?



“The pellet boiler has worked flawlessly. While overall the winter has been relatively mild we have had days of extreme cold allowing us to test the system under frigid conditions. The work done by Omni Heat has proven very effective and the decision to bring them in to correct deficiencies was the right choice. It is clear [usage is] well below last year and we anticipate a significant savings.”

Mike Sullivan, Director, Parks and Recreation

Learnings and future plans

Along the way, one lesson learned was the importance of expert project supervision. The 2014 Grant House pellet boiler had several installation problems that prevented it from providing adequate heat. These were corrected in 2015, and in the winter of 2015-16 the boiler operated as expected. In subsequent projects the Committee has recommended hiring an expert third-party to serve as an owner's agent and provide comprehensive oversight of a project to reduce the Town's risk.

In 2015, a change in State law and the culmination of Public Utilities Commission (PUC) rule-making made it possible for York to own its own streetlights for the first time – an opportunity to obtain better lights, cut carbon emissions and substantially lower streetlight operating costs. The ESC researched LED technology and different business options, and received approval from the Board of Selectmen to hire an expert energy consultant to help plan replacing the Town's streetlights with energy-saving LEDs. The Board approved an approach using an Energy Savings Performance Contract (ESPC) – a turnkey project whereby a third-party Energy Services Company (ESCO) handles the entire implementation, from taking an inventory of existing lights, to design, installation and maintenance, and provides performance guarantees. The project cost is paid from the savings generated, which can be substantial with LED streetlights, so there is no up-front capital expenditure and no out-of-pocket cost to the taxpayer. Celtic Energy LLC, our consultant, helped write the Request for Proposals and select the vendor for the project. These decisions to hire an energy consultant and use an ESPC reduce risk to York. The project is slated to be completed in the fall of 2016.

In the planning stages is a solar farm tentatively sited on the Town landfill. This very large installation is intended to provide all of the municipal electrical power needs and some of Schools and the Water and Sewer Department needs. A detailed technical study is planned for 2017 and the project is slated for 2019. Because more and more towns across Maine are grappling with the same tasks, the Energy Steering Committee hopes to participate in a coalition of Maine towns in the next few years to share learnings and leverage efforts.

Are we assigning adequate resources to our efforts?

- While York voters have been generous in their support of energy initiatives, approved funds have been dedicated to capital improvements and have not included funds for staff support and operations.
- Savings from the energy improvements and rebates such as those for LED fixtures are returned to the general fund, where they are used for the overall York budget and not for future energy projects.
- There is no one Town employee or department responsible for energy and sustainability planning and reporting although departmental staff have helped with and are responsible for managing projects associated with their departments.
- The long town budget and planning cycles make it difficult to anticipate financial resources that may be needed for promising new projects, and it will take time for department heads to integrate energy and sustainability planning in their respective plans.
- For example, the Town was able to hire an energy consultant to help plan the LED streetlight project only because the Board of Selectmen agreed to use funds from its contingency account.

- In FY 2016, the ESC saw its first annual appropriation of operating funds - \$3,000; for FY 2017 its budget is \$13,000. In the absence of departmental budgets, the Committee should plan for such expenses as hiring consulting assistance for preparing Requests for Proposals, monitoring power usage, conferences/education, grant writing, cost estimating, project supervision and construction oversight, and an updated energy audit.

These factors create barriers to implementing the strategies set out in this Chapter. To address them, the ESC proposes establishing a Capital Improvement Fund that is funded from the savings realized by energy projects, grants, rebates and other external and tax-funded money that is raised for energy and sustainability purposes. Such a fund would be available to department heads for proposals they generate that are approved by the Board of Selectmen, and to fund a part-time Sustainability Coordinator who would work with the Energy Steering Committee to manage the overall program.

Reinvesting these savings acts like compounding interest: each new investment builds on the ones before and amplifies the benefits. Other communities have found that this approach enhances the effectiveness of sustainability efforts.

The Energy Steering Committee believes three things are needed to lead the work and bring this plan to life:

- Hiring a sustainability coordinator to help integrate the work in all departments and be a bridge to the community to encourage non-governmental efforts
- Creating a series of implementation plans by department and committee that are integrated in the Town's annual capital and operating budget processes
- Creating a CIP (Capital Investment Plan) account with the savings generated from projects, to be used to fund further projects and the sustainability coordinator as is done in other towns.

The need to document energy use, GHG emissions, and results of reduction initiatives

Developing an understanding of energy used by the municipal as well as by residential, commercial, and industrial sectors is key to the effectiveness of helping the community reduce energy usage. Tracking the effectiveness of energy initiatives provides insights into how to optimize efforts going forward, and success motivates participants.

Tools are available from the EPA and from ICLEI, Local Governments for Sustainability. York should become expert at managing the data and updating York citizens regularly on our progress.

The role of York Energy Steering Committee:

The Committee's role has evolved over time. Its current focus is:

- Engage the community in developing a vision for York's energy future;
- Help the Town set challenging but achievable goals;

- Work with all Town departments, boards and committees to integrate energy goals and benchmarking processes into their operations;
- Identify and manage model projects; and
- Make information available to the community at large to encourage energy efficiency and a transition to renewable energy generation.

In addition to shepherding the LED Streetlight Project and the Solar Farm on the Landfill, the ESC Plans for the next few fiscal years include:

- Continue to work with Town leaders and staff to implement the strategies in this chapter.
- Heighten awareness of and access to energy strategies for York residents, businesses and organizations through informational workshops for citizens and Town staff on such topics as the benefits of solar power and how to access bulk-purchase programs, information for homeowners, businesses and landlords on Efficiency Maine incentive programs.
- Help establish a process for regular benchmarking and monitoring of York's energy use and improvements over time – a model encompassing not just municipal operations, schools and water and sewer services but also a town-wide community picture of electric power, heat, transportation and water use in homes, businesses, and organizations.
- Reach out to other Maine communities to share experiences and learn from each other, collaborate when it make sense. Look for opportunities to bring Town departments and committees together with non-profits and businesses for collaborative efforts.

4. Local, State, regional energy policies, programs, and incentives

The State

- Efficiency Maine offers both funding and technical support
- Maine Downtown Center – Green Downtown Program
- Municipal Streetlight Coalition (Maine)
- Municipal Solar Coalition
- Southern Maine Regional Planning & Development Commission SMRPDC has been an important leader in securing funding and conducting work as part of the Sustain Southern Maine effort.
- Maine Municipal Association could be a resource if towns call for it
- State of Maine Comprehensive Energy Plan (2008-2009)

Other potential regional partners include but are not limited to the University of Southern Maine (USM), the York County Community College (YCCC), and the York County Community Services Program (CASP), which may be interested in working with the Town to cobble together support from CASP, and other groups to fill the gap to install weatherization, insulation, solar panels, etc. for low income homeowners.

The US

- Clean Air, Cool Planet
- Environmental Funder's Network
- ICLEI (York is member)
- US Department of Energy
- US Department of Environmental Protection

5. Organizations, Stakeholders, and Community Engagement

These strategies are ambitious, but achievable, if the right resources are dedicated to the work. To be effective in reaching our goals, the Town and the ESC will need to engage many organizations and individuals in identifying and pursuing future energy strategies and initiatives.

York

The York Planning Department, given the nature of its expertise and responsibilities, is a natural leader in this effort.

Other important municipal departments at the center of the work are Public Works, Recreation, Police, Fire, School, Water and Sewer, and various building committees.

Local partners include York Dialogue, York Community Services Association, York Hospital's Green Team and York Goes Green.

Local employers include hotels and restaurants, the York Hospital, Stonewall Kitchen, Sentry Hill Congregate Care, and Starkey Auto.

In May 2015, York Community Dialogue held a session to discuss York's Energy Future and their vision for a sustainable York as a way for citizens to say what they wanted to see in our strategy. The session surfaced a wide range of ideas and questions, many of which have been addressed in this Energy Chapter, summarized below. The full report of the session is available in the Appendix.

- General feeling we need a common definition of sustainability and shared objectives, and what it would mean for the steps York would need to take
- Sustainability includes food – access to good food, support for farmers and community gardens, compost; Parks & Rec could provide a garden program in summer day camp
- A proposed goal may be that each York household generates the energy they use (this is “net-zero”)
- There was intense interest in what individuals can do – costs and incentives for making energy improvements, guidance on available programs and professionals to do the work
- Much support was expressed for solar and wind energy, tidal, wave and other technologies – a “buckshot” approach vs “silver bullet”
- Our elected officials at all levels should be committed to clean energy. Who is in charge of energy in York? Where does it come up in department reports?
- The Town's role should be to provide information, assistance and rewards for energy improvement – maybe a revolving loan fund or subsidies for energy audits, weatherization and insulation, an energy website with personal stories
- We should measure our energy use and how it changes as we make improvements – in the Town Annual Report, with tools for individuals to measure their use
- The schools should have programs on sustainability and energy

6. Strategies

The Chapter helps us implement York's Comprehensive Plan Goal 1.4.1 and State Goal A, "To encourage orderly growth and development in appropriate areas of each community and region while protecting the State's rural character, making efficient use of public services and preventing development sprawl." (Title 30-A. §431.2.3.A)

The York Energy Chapter was developed to implement York **Comprehensive Plan Goal 1.4.1** <http://yorkmaine.org/Departments/CommunityDevelopment/ComprehensivePlan.aspx>

Support a broad vision of sustainability as a basis for policy decisions regarding growth, development, and protection of natural and scenic resources.

New policy initiatives added to the Comprehensive Plan or implemented in York's Ordinances should strive to be *grounded in principals of sustainability*. Broadly, sustainability is a concept that recognizes the interrelatedness of the energy, environmental, economic, development, and civic health of the Town, and the importance of ensuring that future generations can share in the many of York's resources that exist today. Currently, the Comprehensive Plan's goals for York's present and future, originating from many years of public input from residents regarding what they wish their community to be, touch on many aspects of sustainability. This includes the preservation of York's vast historic resources, municipal investment in critical infrastructure, encouraging sustainable land use patterns, fostering a strong local economy, supporting local agriculture and food production, *promoting renewable energy systems throughout town*, creating safe and accessible public spaces for various ages and abilities, protecting natural resources, and continued engagement of the citizens of York in determining the character of their community.

Town Government Strategies

The Town government's path to sustainability is straightforward (though not easy). The following strategies would transform how Town departments work and cut energy use and cost. In addition, through rules about how we manage growth, guide zoning and building standards, we can encourage sustainability in the private actions of citizens.

A Reduce fossil fuel use and increase renewable energy sources in municipal facilities and services

1 – 5 years

1. Proceed with LED streetlight conversion
2. Draft a town-wide exterior lighting ordinance that saves energy, curbs light pollution and glare, and complies with international dark-sky standards
3. Assess the feasibility of a large solar array to power all municipal facilities, sewer and water systems, the schools, and municipal vehicles
4. Update the Town's energy audit of municipal facilities and identify remaining high-impact energy opportunities to invest in energy improvements

5. Establish a benchmarking and streamlined monitoring process to measure improvements over time
6. Develop an energy security strategy that uses renewable energy to ensure continuous operation of critical facilities during extended power outages of up to 92 hours
7. Build new and renovated municipal facilities that are energy efficient, environmentally friendly, and cost less to operate. Apply the most stringent current building standards such as LEED, IEC, ASHRAE 90.1, or Maine Advanced Building Standards
8. Require analysis of life-cycle costs and sustainable criteria in capital project proposals
9. Update building codes to require more energy-efficient standards and call for renewable energy sources as default in new construction, renovation and replacement, as long as the lifetime cost is equal to or better than conventional sources
10. Evaluate impacts of current design practices and research ways to incorporate sustainability elements in street design, parking facilities, and public parks
11. Establish a Green Capital Improvements Fund with savings from energy projects; reinvest the savings in additional energy saving projects and in creating a Sustainability Coordinator function in Town government

5 – 10 years

12. Aim for net-zero carbon or positive-energy building standards, or net-zero ready
13. Offer workshops and other educational events to Town staff and committees to increase understanding of and support for conservation efforts and renewable energy
14. Research feasibility of a Town Forest to be sustainably harvested as an energy source
15. Update Energy Steering Committee mission to reflect current and anticipated responsibilities

Community Strategies

Home heating and transportation consumption make Maine one of the most petroleum-dependent states in the nation, with the highest per capita consumption in New England. The state legislature has set a goal of reducing petroleum usage 30% by 2030 and 50% by 2050 from 2007 consumption.¹

The role of the Town government and committees in shaping the steps private citizens and businesses take to become a more sustainable community is more indirect. These actions work to encourage and facilitate rather than directly change anything. Citizens are the key in the strategies in 1.4.2.

B Reduce fossil fuel use and increase renewable energy sources in the community

1 – 5 years

16. Conduct a community-wide Greenhouse Gas Inventory to serve as a baseline for measuring the community's emissions-reduction progress over time. An inventory measures the amount of energy, fuel and water used and waste generated and calculates the metric tons of greenhouse gases (CO₂e) that result from those activities
17. Evaluate and revise zoning and building codes to encourage alternative living styles such as co-housing, tiny houses, and mixed use; require sidewalks and bike lanes in new developments **where appropriate**

18. Ensure that zoning and building codes support the use of renewable energy such as solar farms and small wind turbines
 19. Foster energy efficient design with “green permitting” – shorter wait times, streamlined permitting, density allowances, form-based zoning and other flexible approaches when clean energy improvements are included in proposals
 20. Facilitate workshops and other educational events such as “Solarize York,” “Solar Farms,” “Top-10 Energy Users” and other workshops with expert presentations to jump-start private projects to reduce energy use and adopt clean energy strategies
 21. Work with partners such as York Community Services, Rotary, and the Schools to provide technical resources and subsidies for homeowners and businesses for weatherization and clean-energy projects, with a priority on increasing access to clean energy for low- to moderate-income families and very small businesses
 22. Foster a green economy initiative and regenerative agricultural practices by encouraging local organic farming and facilitating local food production and distribution with programs **such as but not limited to** lower tax assessments for small farms, tax incentives for distribution services, and sponsoring edible landscaping and community gardens. Review codes to ensure they don’t prevent farming, fishing, and a healthy food economy
 23. Investigate feasibility of a town forest to provide pellets for municipal and school buildings
 24. Involve middle- and high-school students in activities promoting energy conservation
 25. Identify and publicize sources of technical assistance and subsidies for renewable energy initiatives
-

About half of all the energy Maine uses is for transportation, which is mostly travel by car. Imagine fewer autos (it’s easy if you try). If this vision sounds too good to be true, consider this: elements of it are already a reality in cities like Amsterdam (the Netherlands), where half of all journeys are made by bike, and Davis, California, where 23% of residents biked to work in 2014. The State legislature has set a goal of reducing petroleum usage by 50% by 2050 from 2007 levels.¹

C Transportation (see DOE Clean Cities for info on fuel and vehicles: www1.eere.energy.gov/cleancities/)

1 – 5 years

26. Develop a green-fleet policy to deploy renewable fuels, idle-reduction measures, fuel economy improvements, and emerging transportation technologies.
 - Reduce fuel consumption, emissions and maintenance of the Town fleet
 - Reduce vehicle-miles traveled by Town employees commuting to and from work **by endorsing policies such as telecommuting or car-sharing programs**
 - Replace municipal vehicles with electric or hybrid vehicles whenever feasible
 - Analyze life-cycle costs for vehicle and equipment purchases
 - Power electric vehicles with solar generated electricity
27. Establish vehicle charging stations in the village centers and at strategic locations throughout town that is available for municipal, residential and business use

28. Encourage shared commuting programs such as car-sharing for both Town employees and residents
29. Improve pedestrian and bicycle transit throughout town
30. Review school bus contracts to specify smaller-passenger, energy-efficient buses on low-density routes
31. Investigate expanding public transportation options through partnerships with existing services such as the Trolley system, Senior Center rides to Portsmouth, York Hospital health visit rides, and other communities' services

5 – 10 years

32. Make a plan to participate in a regional transportation system with greater Portsmouth and Seacoast Maine towns, when such a system becomes feasible
33. Investigate a pilot program to reinstate bus service from the Navy Yard to and from surrounding communities

Water and energy are closely linked. A clean reliable water source consumes energy. Water conservation leads to energy conservation. The clean water that flows out of a faucet needs energy in many stages of processing and transport before it gets to the tap.^{K,L}

D Water and Sewer

1 – 5 years

34. Work with York Water and Sewer Districts to set goals for reducing water consumption and energy use associated with water distribution and waste treatment
35. Work with York Water and Sewer Districts to increase renewable energy use for water production and distribution
36. Support responsible water consumption by residents and visitors
37. Encourage innovative methods of managing storm water runoff

The connection between solid waste management and greenhouse gas emissions is not readily apparent, but with recycling, composting source reduction and energy recovery, GHG levels nationwide decreased in the 1990s despite a doubling of waste generation. Most of the gains were from recycling. With the drop in oil prices, the situation is more challenging today; it's cheaper to make new stuff than to recycle the old. We must re-think our standards for solid waste management and move toward more sustainable systems.^M

E Waste

1 – 5 years

38. Develop a comprehensive zero-waste plan that considers the full reduce – reuse-recycle and includes such strategies as a sustainable purchasing policy, recycling of demolition and construction waste, household waste and curbside or landfill composting service for food waste, landscape brush, and consider energy-recovery strategies such as landfill gas recovery

39. Keep non-recyclable plastics out of the waste stream and replace these convenience items with reusable or compostable items.
 40. Recommend best practices for sustainable purchasing such as buying items with lower carbon footprint and bulk purchasing to eliminate packaging, and sourcing from socially-responsible² suppliers whenever feasible.
-

F Climate Change Adaptation

1 – 5 years

41. Develop a plan to respond and adapt to climate change to protect York's economy and quality of life:
 - Develop emergency power plan to respond to category 3 hurricane with outages of up to 3 weeks – police emergency generator with solar panels and storage to stretch diesel supply; or pair solar with diesel (biodiesel) or biomass cogeneration.
 - Develop action plans to address impacts of sea-level rise and more intense weather patterns on York's fishing industry, farming community, and tourism. To quote Representative Michael G. Devlin (D- Newport), a member of Maine's standing committee on Marine Resources and also a marine biologist and shellfish hatchery manager, "Tourists do not come to the coast of Maine for a chicken sandwich."
 - Evaluate MS4 Stormwater Mitigation State rules – Low Impact Development etc. – and develop plans to implement the new rules.
-

G Measuring Progress and Communication

1 – 5 years

ICLEI (Local Governments for Sustainability) recommends establishing clear milestones that are measurable and rewarded. This is the framework for measuring and managing progress.

42. Establish five-year targets for GHG emissions reductions
43. Maintain a database on each municipal energy project sufficient to allow analysis of progress and savings since inception
44. Partner with home and business owners to collect data on their energy initiatives and measure their progress
45. Publicize the results of these endeavors, hold "solar home tours" and community workshops to encourage others to follow suit
46. Charge the Sustainability Coordinator with evaluating York's annual capital and operating budgets for the potential savings from municipal projects
47. Charge the Energy Steering Committee with reaching out to other communities, attending conferences, and researching innovative and successful energy strategies to increase the community's knowledge and share that knowledge with Town decision-makers
48. Encourage Town departments and committees, including the Schools, Water and Sewer Departments, to collaborate on their energy-efficiency plans for short- and long-term solutions and to communicate their progress

49. Encourage community engagement in sustainability efforts

49. Research and best practices for sustainable purchasing such as buying items with lower carbon footprint and bulk purchasing to eliminate packaging and sourcing from socially-responsible suppliers wherever feasible.

F. Climate Change Adaptation
1-3 years

- 41. Develop a plan to respond and adapt to climate change to protect York's economy and quality of life:
 - o Develop emergency power plan to respond to category 3 hurricane with impacts of up to 2 weeks - power emergency generator with solar panels and storage to supply diesel supply or run solar with diesel (generator) or biomass cogeneration.
 - o Develop action plans to address impacts of sea-level rise and more intense weather patterns on York's fishing industry, farming community and tourism. To date, Representative Michael G. Devlin (D-Newport), a member of Maine's standing committee on Marine Resources and also a member parliament and shellfish industry manager, "Fishes do not come to the coast of Maine for a chicken sandwich."
 - o Evaluate MSF Growers and Whipsaw 2016 rules - Low Impact Development etc. - and develop plans to implement the new rules.

G. Measuring Progress and Communication
1-3 years

- 42. Establish five-year targets for GHG emissions reductions
- 43. Maintain a database on each municipal energy project sufficient to allow analysis of projects and savings since inception
- 44. Partner with firms and business owners to collect data on their energy activities and measure their progress
- 45. Publicize the results of these endeavors held "solar home tours" and community workshops to encourage others to follow suit
- 46. Change the Sustainability Coordinator with evaluating York's annual capital and operating budgets for the potential savings from municipal projects
- 47. Change the Energy Steering Committee with reaching out to other communities, attending conferences, and researching innovative and successful energy strategies to increase the community's knowledge and share that knowledge with town decision-makers
- 48. Encourage Town departments and committees, including the Schools, Water and Sewer Departments, to collaborate on their energy efficiency plans for street and long-term solutions and to communicate their progress

Appendix A: Summary of Actions

This is a template for identifying the responsible groups for each strategy and indicating timeframes and potential costs (rough estimates). This table can be incorporated in annual capital and budget planning, when departments and committees identify the projects they incorporate in their respective areas.

Action #	Description of Action	Responsible Groups	Timeframe	Estimated Cost	Source of Funds
A.	Reduce fossil fuel use and increase renewable sources in municipal facilities and services.				
A.1	Replace streetlights with LEDs	DPW, ESC	FY 2017	\$0	Savings
A.2	Exterior lighting ordinance		FY 2017		
A.3	Investigate feasibility of large solar array	DPW, ESC	FY 2018	\$20,000	Op Budget
A.4	Update Town's energy audit to identify remaining energy improvements		FY 2018	\$40,000	Op Budget
A.5	Establish benchmarking and monitoring system		FY 2017	\$5,000	Op Budget
A.6	Develop energy security strategy		FY 2018	\$0	
A.7	Apply the most stringent building codes to new & renovated municipal buildings	BOS, CEO	FY 2018	\$0	
A.8	Require life-cycle cost and sustainability criteria in capital projects	TM	FY 2017	\$0	
A.9	Update building codes to require renewable energy sources if life-cycle cost is equal to or better than standard	BOS, CEO	FY 2018	\$0	
A.10	Incorporate sustainability standards in street design, parking facilities and parks	PB	FY 2019	\$0	
A.11	Establish Green Capital Fund	BOS, TM	FY 2017	\$0	
A.12	Hold sustainability workshops for Town staff & committees	ESC, TM	FY 2022	\$6,000	Op Budget
A.13	Aim for net-zero building standards	BOS, CEO	FY 2022		
A.14	Research Town Forest as energy source (pellets)	ESC	FY 2022	\$5,000	Op Budget
A.15	Update mission of ESC	BOS	FY 2022	\$0	
B.	Reduce fossil fuel use and increase renewable sources in the community				
B.16	Conduct community-wide GHG inventory	ESC	FY 2019	\$10,000	Op Budget
B.17	Revise building codes to encourage co-housing, tiny houses, sidewalks, bike lanes	PB, BOS, CEO	FY 2018	\$0	
B.18	Ensure building and zoning codes support renewable energy use like solar & wind	PB, BOS, CEO	FY 2018	\$0	

B.19	Use "green permitting" to streamline proposals that include clean energy	PB, BOS, CEO	FY 2018	\$0	
B.20	Hold sustainability workshops for the public	ESC	FY 2017	\$10,000	Op Budget
B.21	Partner with community organizations to provide access to clean energy for low-income families	ESC, BOS	FY 2017	\$10,000	Op Budget
B.22	Foster green economy practices including local food production and distribution	ESC	FY 2017		
B.23	Research Town Forest as energy source	ESC	FY 2022	\$5,000	Op Budget
B.24	Involve school children in energy conservation work	ESC, Schools	FY 2017	\$10,000	Op Budget
B.25	Identify technical and financial assistance resources for renewable energy initiatives	ESC, TM	FY 2017		Savings
C. Transportation					
C.26	Develop green-fleet policy	TM	FY 2018	\$0	
C.27	Build vehicle charging stations	Police Dept, TM	FY 2018		Capital Budget
C.28	Encourage shared-commuting programs	TM	FY 2018	\$5,000	Op Budget
C.29	Improve walking and biking paths	BOS, Parks & Rec	FY 2018		Capital Budget
C.30	Specify energy efficient school buses	School Dept	FY 2019		Capital Budget
C.31	Expand public transportation options through partnerships with existing services	BOS, TM	FY 2019		Capital Budget
C.32	Participate in regional transportation system	BOS, TM	FY 2022		Capital Budget
C.33	Pilot program of bus service to and from Navy Yard	BOS, TM	FY 2022		Capital Budget
D. Water and Sewer					
D.34	Reduce water use and energy consumption	Water Dept	FY 2018		
D.35	Increase renewable energy sources	Water Dept	FY 2018		Capital Budget
D.36	Support responsible water consumption	Water Dept	FY 2019		
D.37	Encourage storm water runoff management	Water Dept	FY 2019		
E. Waste					
E.38	Develop comprehensive zero waste plan	DPW	FY 2017	\$10,000	Op Budget
E.39	Keep non-recyclable plastics out of waste stream	DPW	FY 2018		
E.40	Develop sustainable purchasing best practices	DPW, TM	FY 2019		

F.	Climate Change Adaptation				
F.41	Develop/Update plans for emergency power, sea level rise, State storm water mitigation rules	PB, Town Planning	FY 2018	\$10,000	Op Budget
G.	Measuring and Communicating Progress				
G.42	Establish 5-year GHG emissions targets	ESC, TM	FY 2017		
G.43	Maintain database of energy use and costs	TM	FY 2017		Op Budget
G.44	Collect residential and business energy use data	TM	FY 2018		Op Budget
G.45	Publicize results and hold workshops to encourage citizens	TM	FY 2018		Op Budget
G.46	Evaluate annual capital budget for savings from municipal projects	TM	FY 2018		
G.47	Collaborate with other communities to increase York's knowledge	ESC, TM, Town Planning	FY 2017		
G.48	Encourage inter-departmental collaboration on energy reduction plans, including schools, Water & Sewer	ESC, BOS, TM,	FY 2017		
G.49	Encourage community engagement	ESC, BOS, TM,	FY 2017		

Appendix B: Glossary, Notes, and References

1. References

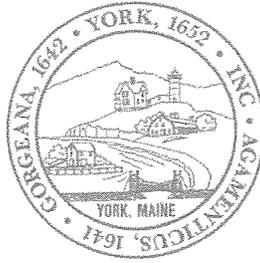
- a. "Beyond Paris Climate Change Talks," New York Times December 1 2015: http://www.nytimes.com/2015/12/01/science/beyond-paris-climate-change-talks.html?emc=edit_th_20151201&nl=todaysheadlines&nlid=67631843
- b. UNECE Brundtland Commission and Sustainability: http://www.unece.org/oes/nutshell/2004-2005/focus_sustainable_development.html
- c. Energy Committee/Finance/2016/"Sources, Uses Multi Year RP 3/31/16"
- d. York Comprehensive Plan Sustainability Goal
- e. York Comprehensive Plan Legal Requirements (Introduction Chapter p 3)
- f. MacTec 2012 Preliminary Energy Report and Inventory
- g. York Community Dialog – "Let's Talk York's Energy Future"
- h. Truthout.org Op-ed, "Imagine Fewer Autos" May 6, 2015
- i. Portland Press Herald, "Top US city for bicycling" March 13, 2016
- j. DOE Clean Cities for info on fuel and vehicles: www1.eere.energy.gov/cleancities/
- k. Eco districts: <http://seagrant.mit.edu/conferences/CCS2014/abstracts.php>
- l. Maine energy profile analysis: <https://www.eia.gov/state/analysis.cfm?sid=ME>
- m. Water and Energy Relationship: <http://www.home-water-works.org/energy-water>
- n. Save Water to Save Energy: Energy Star <https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/save-water-save-energy>
- o. Asheville Waste Plan 2008

2. Glossary

Socially responsible: Also known as sustainable business practice or ESG, the consideration of environmental, community, societal and corporate governance criteria in evaluating a company, the term is used to describe the work companies do that has a positive impact on society, the environment or the economy. In 2011, the EU Commission defined the term as the "responsibility of enterprises for their impacts on society.

A company that has specific and measurable goals that go beyond profit and address such aspects of their business as the company's impact on the environment, working conditions including promoting diversity and career equal opportunity and human rights, family-friendly policies, childcare, the company's involvement in their community, business ethics and anti-corruption measures.

Some of the above has been borrowed from CSR Sweden (a world leader in sustainable business practices):
<https://sweden.se/business/csr-in-sweden/>



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 2, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: Agreement between the Town of York and the York Community Service Association for the administration of the Town's General Assistance and Property Tax Relief Ordinance

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Renew the contract with York Community Service Association for the administration of Town's General Assistance program. The proposed contract fee for FY17 will be \$12,000, paid in monthly installments, as approved in the FY17 budget. The proposed agreement includes the administration of the Town's Property Tax Relief Ordinance for an additional fee of \$5,000.
2. Decline to renew the proposed agreement and revert back to the internal administration of general assistance and the property tax relief ordinance. The decision to administer these programs internally would necessitate the hiring of additional staff.

RECOMMENDATION: Renew the contract for the administration of the Town's General Assistance program and Property Tax Relief Ordinance with the York Community Service Association.

PROPOSED MOTION: I move to approve the agreement with York Community Service Association, dated June 13, 2016, for the administration of the Town's General Assistance program and Property Tax Relief ordinance, as set forth in the attached Agreement, for the period of July 1, 2016 through June 30, 2017.

FISCAL IMPACT: \$17,000 (\$12,000 for General Assistance Administration, \$5,000 for Property Tax Relief Ordinance Administration)

DEPARTMENT LINE ITEM ACCOUNT: 100.0504.8001/100.0111.9231

BALANCE IN LINE ITEM IF APPROVED: \$0

PREPARED BY: Liam Gallagher, HR Director

REVIEWED BY: 

Agreement for Town of York
General Assistance Program
Administrative Services



This Agreement made this 13th day of June, 2016 by and between the Town of York, a municipal corporation existing under the laws of the State of Maine (hereinafter Town), and York Community Service Association, a 501(c)(3) organization incorporated in the Town of York, (hereinafter YCSA), whose business address is 45 Woodbridge Road, York, Maine 03909.

1. Scope of Services: The Town hereby hires and engages YCSA to provide services related to the Town's General Assistance Program as described in Schedule A, attached to this Agreement and made a part hereof.
2. Compensation: YCSA shall be paid the sum of \$12,000.00 annually for the services provided under this Agreement with the exception of Schedule A; 10. The payment for services will be made in equal monthly installments (\$1,000.00/month) promptly upon presentation of an invoice.

YCSA shall be paid \$5,000.00 annually for the administration of the Municipal Property Tax Relief Ordinance (Schedule A; 10). The payment for program administration will be paid in a single lump sum on, or after, February 1, 2017.

3. Term: The term of this agreement shall be from July 1, 2016 to June 30, 2017.
4. Conditions Precedent: As a condition to the full and faithful performance by YCSA of the services described in Schedule A, the Town shall perform the following services:
 - The Town shall provide program information and assistance in a prompt and responsive manner, recognizing that time may be of the essence in connection with deadlines imposed under the General Assistance program.
 - The Town shall assist with meeting organization.
 - The Town shall assume responsibility for funds, disbursements and receipts.
 - The Town shall pay for the cost of publishing all public notices.
5. Termination: Either party may terminate this Agreement upon sixty (60) days' notice in writing to the other party.
6. YCSA staff shall be available to meet with the Town staff to report on the progress of the work hereunder as reasonably required by the Town.
7. Assignment: No party to this Agreement shall assign, delegate, subcontract, or otherwise transfer its rights to obligations hereunder without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld and in all instances only upon a determination that the assignment, delegation, transfer or subcontract is permissible pursuant to Section 9 of this Agreement and Title 22 M.R.S.A. § 4302.

8. Disclaimer of Relationship: Neither this Agreement nor any act of either the Town or YCSA shall be deemed or construed by any party to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership or of joint venture or of any other association or relationship except as hereinafter provided, it being recognized that YCSA is an independent contractor of the Town.
9. Delegation of Authority: The Town and YCSA acknowledge that the provision of services hereunder involves General Assistance as defined in Title 22 M.R.S.A. § 4301(5). Moreover, Title 22 M.R.S.A. § 4302 requires the Town to be bonded to administer the General Assistance program in York. The Town warrants and represents to YCSA that the Town may delegate the functions described in this Agreement to YCSA and that the Town's bond for the General Assistance program will cover and insure YCSA in its performance of this Agreement or its failure to perform under this Agreement to the same extent and as if the Town were performing such functions itself. YCSA shall cooperate with the Town for purposes of obtaining additional coverage or insurance to satisfy the bonding requirements, if applicable.
10. Fair Hearings: Notwithstanding any other term or condition of this Agreement, YCSA shall be responsible for scheduling and conducting fair hearings in accordance with Title 22 M.R.S.A. § 4321 and all other applicable law.
11. Compliance with Laws and Regulations: YCSA shall comply with all Federal and State laws and regulations including but not limited to Equal Employment Opportunity.
12. Confidentiality: YCSA shall not disclose any information pertaining to the services provided under this Agreement without express consent of the Town and notwithstanding such consent, will not disclose records determined by the relevant authority, upon the consultation with and advice of its counsel, to be confidential pursuant to Title 22 M.R.S.A. § 4306.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Agreement as of the date first above written.

Witness	Town of York	Date

Witness	York Community Service Association	Date

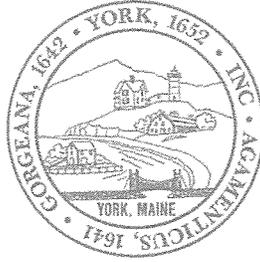
Schedule A

PROGRAM OBJECTIVE:

YCSA shall perform case management and supervision of the Town of York's General Assistance Program. The overall goal of this position is to assist York residents achieve self-sufficiency.

ESSENTIAL FUNCTIONS:

1. In order to fulfill the program objective, YCSA shall administer the local, State and federal requirements of the General Assistance program including, but not limited to, the following:
 - to perform client assessments and make determinations of the suitability of programs for clients,
 - to set-up and monitor the services provided through a system of case management with respect to each client entitled to General Assistance benefits,
 - to assess the sufficiency of client fees and the appropriateness of program waivers.
 - to issue assistance vouchers to eligible clients,
 - to input purchase orders into the Town's program,
 - to review program costs and provider invoices for cost containment purposes,
 - to fulfill all internal reporting, and other agency reporting as may be required,
 - to review, evaluate and recommend tax lien abatements to the Board of Selectmen.
2. YCSA shall provide case management services to General Assistance clients, as well as other participants that require Town of York provided services.
3. YCSA shall monitor program functions as documented in written care plans and agreements.
4. YCSA shall provide periodic reports as may be required under the General Assistance program.
5. As part of its case management function, YCSA shall do everything practicable to maintain positive working relationships between General Assistance clients, families, provider representatives, local agencies and organizations.
6. YCSA shall attend pertinent meetings, trainings and policy workshops.
7. YCSA shall assist the Board of Selectmen with state-mandated amendments to the General Assistance Ordinances.
8. Responsible to determine and report General Assistance funds to be distributed on behalf of the Town of York.
9. YCSA shall determine and report R.E.D. funds, to the degree funded, to be distributed on behalf of the Town of York for the purposes of remediation/reconstruction/repair, extermination and demolition of an eligible client's primary dwelling.
10. YCSA shall oversee and administer the Town's Property Tax Relief Ordinance
11. YCSA shall act as a liaison with Town of York and the State of Maine
12. YCSA shall monitor the GA clients that receive support services to ensure compliance with the Town Ordinance.
13. YCSA shall manage reimbursements from SSI/SSDI for York residents/clients to repay the town's contribution towards their welfare.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 10, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: Community Gardens

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Michelle Surdoval of the York Community Service Association requested the Town provide a garden plot at the York Community Gardens. Michelle's goal is to grow food to supplement their food pantry. The Community Gardens are located at 178 Long Sands Road, on the site of the former Town Farm (photo and maps enclosed). At this time there are 3 garden plots in use on this site, and on the adjacent land to the west owned by CMP. I have sketched the approximate areas of the plots on one of the maps, and labelled these as 1, 2 and 3. The area labelled 4 is being prepared for use by YCSA. I had the Parks & Recreation Department remove a compost pile from this site so it is ready for YCSA's use this season.

In all the time I've been here I have never heard of any formal management or control of the Community Gardens. I have not found any documentation there ever way any such management or control by the Town. It appears that the people there have run it themselves, even to the point of paying the water utility bills themselves.

In the year 2000 the Town considered the site for a new recreation center, but this was met with significant neighborhood resistance. A few years later the York Housing Authority proposed to develop high-density affordable housing there, and this, too, received a cold reception. The used of the historic poor farm as a community garden seems to be consistent with the public desire to not develop this land in an intensive manner.

The property is the Town's only designated historic site, so any significant changes here require prior approval of the Historic District Commission.

The top portion of the site, which is about 2 acres in size, holds considerable potential for additional garden plots, fruit trees, and other public uses. Bob Cutts of the HDC was considering plans to enhance the usability of the site by the public, and returning it to an historically correct design. This concept never materialized.

If the Board is interested, I will reach out to stakeholders to convene an ad hoc meeting to see what we might proposed for next steps to enhance this property for expanded public use as our community gardens.

RECOMMENDATION: general guidance from the Board is welcome.

PROPOSED MOTION: n.a.

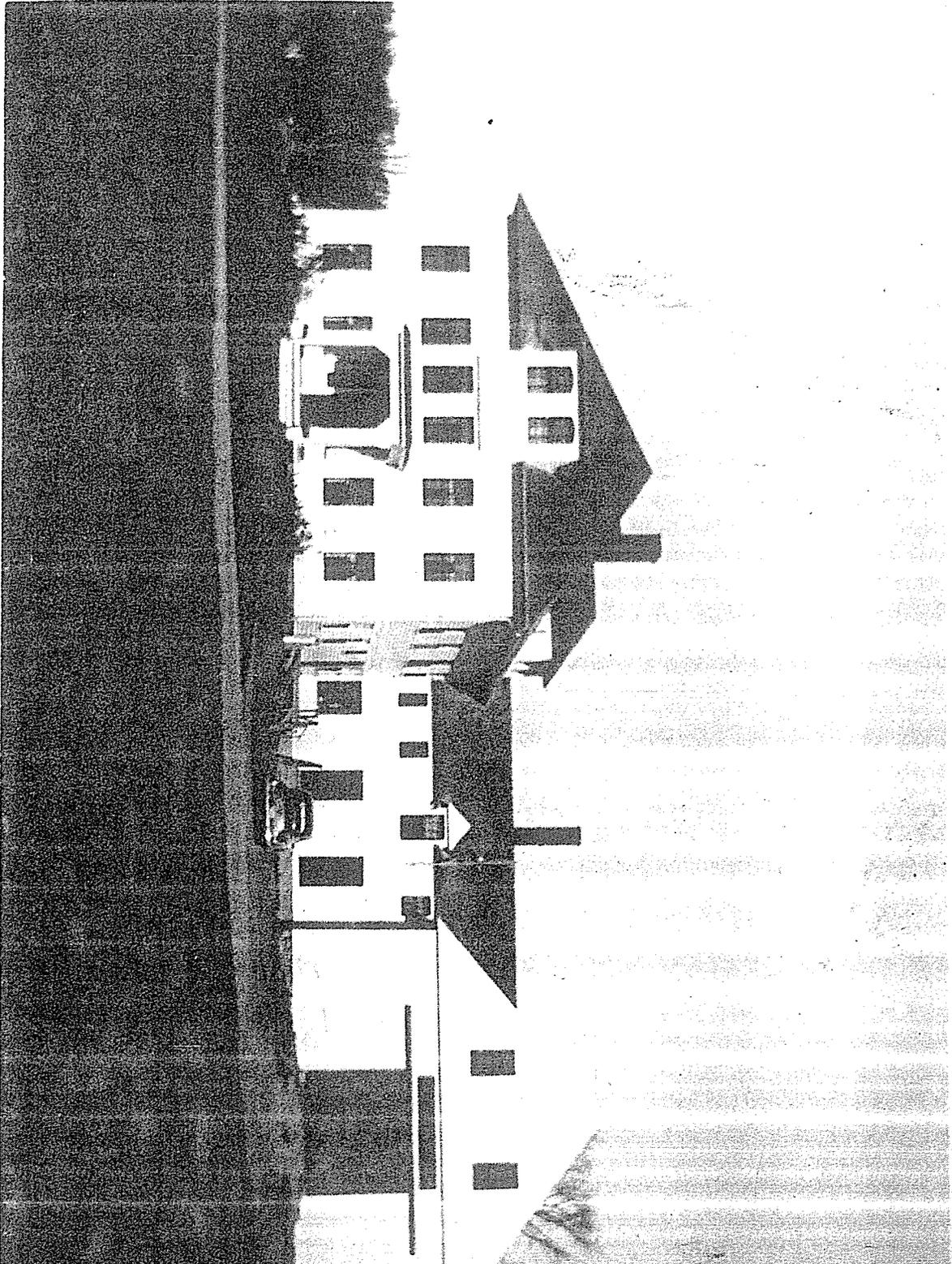
FISCAL IMPACT: n.a.

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

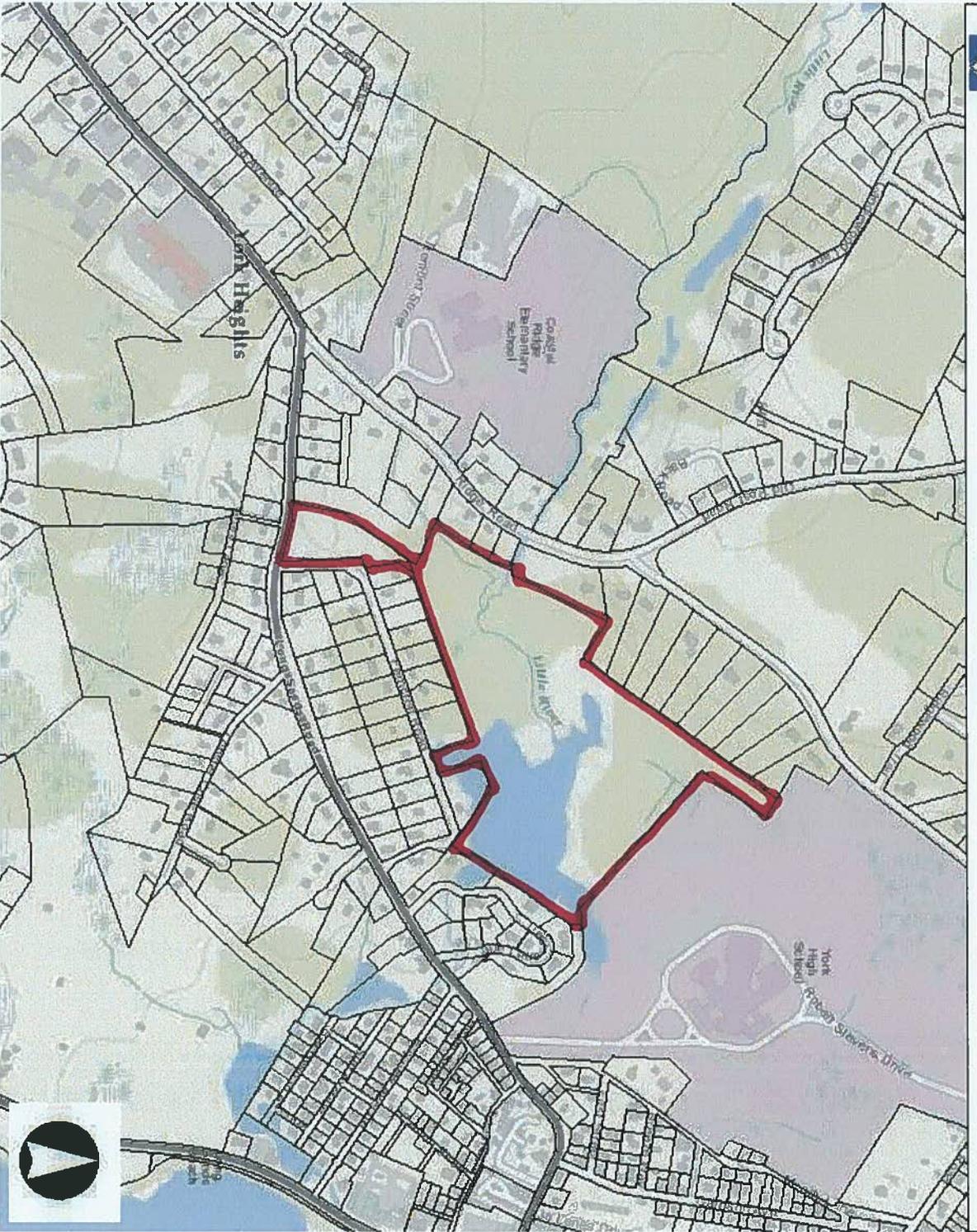
Prepared by Stephen H. Burns, Town Manager:







Quick Map



- Legend**
- Parcels

*Town Farm
Property*

GIS Data Disclaimer- The data contained in this document, or any accompanying document is a resource of general information provided on the World Wide Web for public convenience. The Town of York makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein. The Town of York expressly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. This disclaimer can be seen at under the Community Development Department GIS Maps website.



Quick Map



Legend

□ Parcels

Image

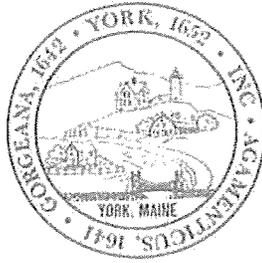
Red: Red

Green: Green

Blue: Blue

Community Garden Plots

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 9, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 13, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Consider increase of funding for the Center for Wildlife from Municipal Animal Welfare Account	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

To give an annual increase for services rendered by the Center for Wildlife by at least \$1,000 or give a one-time amount to assist in the Land Acquisition Project under way by the Center to purchase land, move some of their facilities including septic, build new buildings and restore the land they are vacating to its natural state.

RECOMMENDATION: To authorize the animal control department to provide \$2,000 immediately toward the Center for Wildlife's Land Acquisition Project and to increase the service fee we provide in 2017 to \$4,000 from its current level of \$2,000

PROPOSED MOTION: I move for the Board of Selectmen to authorize the animal control department to provide \$2,000 immediately toward the Center for Wildlife's Land Acquisition Project from the Municipal Animal Welfare Account and to authorize the department to increase the service fee provided to the Center for Wildlife in 2017 from its current level of \$2,000 to \$4,000 annually out of the Municipal Animal Welfare Account.

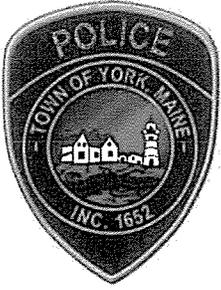
FISCAL IMPACT: \$2,000

DEPARTMENT LINE ITEM ACCOUNT: 100-0204-8001

BALANCE IN LINE ITEM IF APPROVED: 1,828.52

PREPARED BY: Chief Douglas Bracy

REVIEWED BY: 



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

MEMORANDUM

DATE: June 07, 2016
TO: Town Manager Steve Burns
FROM: Chief Douglas Bracy / ACO Larry McAfee ^{DRB}
SUBJECT: INCREASE IN FUNDING FOR CENTER FOR WILDLIFE

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch:
Non-Emergency
(207) 363-4444

Administration:
(207) 363-1031

Facsimile:
(207) 361-6818

www.yorkpolice.org

The Center for Wildlife provides a profound service for the Town of York in accepting orphaned or injured wild animals from our animal control officers, police officers, and residents. As is indicated in an attached email from the Center's Director Kristen Lamb, their organization admitted 154 animals from York alone last year at an estimated cost of nearly \$27,000 to the Center. There is little doubt that the Town receives an enormous benefit from these services and it is an integral part of our Mount Agamenticus region. The next nearest wildlife facility to us is in Gray, Maine at the IF&W's wildlife park.

In late April the Center undertook a land acquisition project to move their facility a short distance to a better location. This project will cost over \$120,000 for purchase of the land, fees for permitting, moving of some present structures and its septic system, construction of new facilities and restoration of the land they are vacating back to its natural state. At one point the Center had thought they were going to have to purchase property outside of York due to the costs but through the generosity of many individuals and businesses they are going to be able to stay in York. To date they have secured some \$90,000 to help realize their goals.

ACO Larry McAfee came to me as he has felt for some time that we should be doing more to support the Center in its mission and for all it

**Committed
to excellence**

does for the Town and our wildlife. Obviously with 56 square miles of land and the abundance of open land, we have a large population of wild animals to deal with. For this reason it is being proposed to increase the fee we take from our municipal animal welfare account to support the Center's goals to move their new facility and to help long term to supplement the year to year services they provide the Town.

We would recommend an immediate transfer of \$2,000 from the municipal animal welfare account to the Center for Wildlife as support for their project and then propose to increase our 2017 service fee to \$4,000 for services they render to the Town. We have paid \$2,000 annually over the last five years for these services.

Reply all | Delete Junk |

Town of York Stats



Kristen Lamb <kristen@thecenterforwildlife.org>

Reply all |

Today 12:01 PM

Larry W. McAfee

2016 CFW PROPERTY A...

421 KB

Download Save to OneDrive - Town of York

Hi Larry!

We admitted 154 animals from York alone last year, an average of \$175 to treat due to medication, food, staff time, etc. So encouraging that so many residents want these animals to be cared for. The cost of treating these animals was an estimated \$26,960. In addition to the animals, we field hundreds of calls from York residents on safety and co-existing with wildlife, and enjoy presenting programming to Coastal Ridge Elementary, a few local churches, etc.

Hope this helps, thank you sooo much!

Attached is a visual of the land that we will be purchasing, and the demands from the community that we hope to fulfill:)

-Kristen



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 10, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 13, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Utility Easements to Fairpoint for the Communications Tower at 36 Main Street	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town has executed a lease with Verizon to construct for the Town a new communications tower at 36 Main Street. Part of this lease includes a utility easement to bring power and communications utilities from the lines on Main Street back to the tower site.

Fairpoint Communications is a bit conservative in their approach to providing service through such general utility easements and they require a separate easement from the Town. Essentially they are being extra cautious to ensure they have a right to provide utility service to the tower site. They have requested the attached documents be executed by the Town. While I may have the right to execute such documents based on the Board's initial approval of the tower, it's not clear so I thought better safe than sorry. I would like the Board to approve the granting of the easement to Fairpoint.

If we failed to grant this easement then we would be violating our agreement with Verizon because it would have the effect of preventing utility service to the tower.

RECOMMENDATION: I recommend the Board grant the utility easement to Fairpoint Communications.

PROPOSED MOTION: I move to grant the utility easement to Fairpoint Communications on the property located at 36 Main Street to provide service in the existing utility easement corridor to serve the proposed new Town communications tower, and to direct the Town Manager to execute the necessary documents.

FISCAL IMPACT: none

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by Stephen H. Burns, Town Manager:

A handwritten signature in black ink, appearing to read "Stephen H. Burns", is written over a horizontal line.

Stephen H. Burns

From: Manougian, Victor <Victor.Manougian@MCLANE.com>
Sent: Thursday, June 9, 2016 2:19 PM
To: Stephen H. Burns
Cc: Theriault, Jessica
Subject: RE: Verizon cell site 36 Main St, York [MCLANE--.FID1176117]

Hi Steve: I spoke with Jessica and we are now on the same page now. Please put the two easements sent by Jessica back in front of the Selectmen. Once they have been executed please return them directly to Jessica for handling.

Victor Manougian
Attorney
900 Elm Street
Manchester, NH 03101
Direct: (603) 628-1310
Mobile (617) 304-1011

[website](#) | [bio](#) | [email](#)

Manchester, NH Woburn, MA Concord, NH Portsmouth, NH Boston, MA

-----Original Message-----

From: Manougian, Victor
Sent: Wednesday, June 08, 2016 5:42 PM
To: Stephen H. Burns
Cc: Theriault, Jessica
Subject: Re: Verizon cell site 36 Main St, York

I'm driving to York for BOA meeting. I have only seen the easement from Verizon to Fairpoint. If there is another one I haven't seen. Sorry I'm used to our firm preparing all documents.

Sent from my iPhone

> On Jun 8, 2016, at 5:30 PM, Stephen H. Burns <sburns@yorkmaine.org> wrote:

>

> Hi Jess,

>

> I was getting this prepped for the Board of Selectmen's consideration and just learned from Victor that the Town doesn't need to execute these easements. Verizon does. I trust Victor will take care of all this with you.

>

> Take care,

>

> Steve

>

> Stephen H. Burns, Town Manager



5 Davis Farm Road
Portland, Maine 04103-1669

Phone (207) 797-1476
Fax (207) 878-7204

June 8, 2016

Town of York
Attn: Stephen Burns
186 York St
York, ME 03909

RE: Easement Document – Wireless Site within Southern Maine

Dear Mr. Burns:

Enclosed please find the easement deeds for Site : YORK BEACH ME in York, ME. Once the easements have been executed by the property owner please forward the easements and I will notify the project engineer that our right-of-way requirements have been satisfied.

Please review these documents and if you concur please have signed as indicated, notarized, and return to my office: **FairPoint Communications**

Attn: Jessica Theriault – Engineering
5 Davis Farm Rd
Portland, ME 04103

The easement deeds will be recorded in the appropriate Registry of Deeds by my office.

If you have any questions, or if I may be of assistance, do not hesitate to give me a call. Thank you for your time and consideration.

Sincerely,



Jessica Theriault
Right of Way

Encl.

EASEMENT DEED
Tower Site
36 MAIN STREET – YORK, MAINE

KNOW ALL MEN BY THESE PRESENTS that **INHABITANTS OF THE TOWN OF YORK**, a Maine municipal corporation and body politic duly organized and existing by law with a mailing address of **186 YORK STREET, YORK, MAINE 03909**, (hereinafter "Grantor") in consideration of the mutual covenants herein contained, hereby grants to **NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC**, a Delaware Limited Liability Company, with a place of business at 1 Davis Farm Rd. Portland, Maine 04103 (d/b/a FairPoint Communications – NNE), its successors and assigns, (hereinafter "Grantee"), a right, privilege and easement for the sole purpose of locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground telecommunication cable and lines for communication, microwave and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes within, along, under and across the hereinafter described portion of Grantor's land.

Said Grantor's land is situated on the **WESTERLY**, side of **MAIN STREET, TOWN OF YORK, COUNTY OF YORK** being shown as Tax Map # **145 (23)**, Lot # **031 (19)**, and further described and identified on Plan entitled "York Beach ME" prepared for Verizon Wireless by Hudson Design Group dated March 8, 2016.

The herein granted right and easement is more particularly described as that certain parcel of land situated within a portion of said Grantor's land for Grantee to install the necessary poles, cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained by said Grantee for the transmission and distribution of intelligence and communication by electricity or otherwise to specifically serve the telecommunication tower, various equipment and equipment shelters located within the easement areas. It is also agreed that any poles, cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as its interest appears.

Grantor further grants to grantee a ten (10) foot by ten (10) foot easement for the necessary cabinet and equipment as grantee may require in order to provide telecommunications service to the lessees of the grantor. Said easement to be located upon grantor premises within the area of the lease to **Portland Cellular Partnership, d/b/a Verizon Wireless**.

1. It is agreed that the exact location of the Grantee's poles, cables, wires, conduit, equipment and other facilities shall be established by the installation and placements within land of the Grantor. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the Easement Area, Grantor shall have the right to use the Easement Area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.
2. Upon request of the Grantor, Grantee agrees to relocate the Easement Area and all facilities thereon or thereunder to another portion of the Grantor's land, provided that (i) the proposed new easement area is reasonably adequate for the Grantee's purposes and is mutually satisfactory to both parties; and (ii) prior to relocation of grantees facilities, the entity requesting the relocation of facilities shall obtain the permission of the property owner for the new location of Northern New England Telephone operation, LLC facilities. It is further agreed that prior to the relocation of the grantees facilities, Northern New England Telephone Operations LLC will be compensated for such relocation by the requesting party.
3. If at any time Grantee shall do or cause to be done, any damage as the result of Grantee's construction, installation, excavation, maintenance, repair, replacement, reconstruction or relocation activities as permitted hereunder, Grantee, at its sole cost and expense, shall restore said damaged area to the same condition that existed just prior to such damage.

FP: 298489

4. Grantee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the herein mentioned premises of the Grantor insofar as the same is necessary for the purpose stated herein to exercise the rights set forth herein; provided that such passage shall not unreasonably interfere with Grantor's ingress and egress.

5. If and/or when telephone or telecommunication service is no longer required to serve the telecommunications tower, equipment, and equipment shelters located within Grantor's premises, it is agreed that the Grantee shall notify the Grantor in writing. It is further agreed that the Grantee, as soon as possible thereafter shall execute and deliver unto the Grantor, a Release of Easement relinquishing and releasing any and all rights, privileges and easement granted hereunder.

6. The Grantee shall have the right to trim and cut trees and underbrush and, if necessary, completely remove trees and underbrush in the Easement Area to the extent necessary to operate and maintain the equipment and to prevent damage to the equipment or injury to Grantee's agents or employees.

7. Further, the Grantee shall have the right to connect the lines and equipment with the poles, conduits, cables and wires which are located or which may be placed upon and under the public ways or streets within, adjacent or contiguous to Grantor's land provided that the lines and equipment shall service Grantor's land only.

8. Any notice required to be given hereunder shall be mailed, certified mail, return receipt requested, or hand delivered, if to the Grantors **TOWN OF YORK, 186 MAIN STREET, YORK, MAINE 03909**, and if to the Grantee at **NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, Right of Way, 5 Davis Farm Road, Portland, Maine 04103**. The names and addresses may be changed by either party at any time by giving notice to the other in the manner provided in the preceding sentence.

For Grantor source of title see Deed at Book 2664 Page 167 having been recorded with the **YORK COUNTY**, Registry of Deeds.

Witness my hand a common seal this _____ day of _____, 2016.

Witness:

Inhabitants of the Town of York

By: Stephen H. Burns

Its: Town Manager

State of Maine, County of York, ss.,

On the _____ day of _____ in the year _____ before me, then personally appeared the above named Stephen H. Burns and acknowledged the foregoing instrument to be his free act and deed and in his capacity the free act and deed of **Inhabitants of the Town of York**, before me,.

Notary Public/Attorney at Law

My Commission Expires/ bar #:

Print Name

EASEMENT DEED
Underground

KNOW ALL MEN BY THESE PRESENTS, that the INHABITANTS OF THE TOWN OF YORK, a Maine municipal corporation and body politic duly organized and existing by law with a mailing address of 186 YORK STREET, YORK, MAINE 03909, (hereinafter "Grantor") in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, a Delaware Limited Liability Company, with a place of business at 1 Davis Farm Road Portland, Maine 04103 (d/b/a FairPoint Communications) the receipt whereof is hereby acknowledged, does hereby grant, with warranty covenants unto the said NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, their successors and assigns, the rights and easement to construct, erect, rebuild, operate, maintain and remove communication lines for the transmission of intelligence, wires, cables, and other equipment and appurtenances connected therewith, along, under and across premises owned by the Grantor in the Town of YORK, County of YORK and State of MAINE, described as follows:

(Main Street; Route 1A)

Placement of a total of approximately 350 feet of new cable within conduit placed by contractor on behalf of Portland Cellular Partnership, d/b/a Verizon Wireless and to be maintained by Portland Cellular Partnership, d/b/a Verizon Wireless, its successors and/or assigns within the 5 foot wide tower utility easement area Pole #18-2 with placement approximately 240 feet of cable within said conduit in a generally Westerly direction to a point; thence in a generally Northerly direction placement of approximately 110 feet of cable within said conduit to the Southerly side of the tower lease area. The said conduit is for the exclusive and perpetual use of the Grantee.

The Grantees shall have the further right to enter said Grantor's premises for all of the herein stated purposes and to connect said, conduits, cables and wires which are located or which may be placed in parcels of land, public ways, adjacent or contiguous to the aforesaid premises. Grantee shall also have the right to cut, trim, and remove such trees, bushes and growth as the Grantee may from time to time deem necessary for the safe and efficient operation and maintenance of Grantees facilities. This easement affects land conveyed to the Grantors by deed from York School District dated June 9, 1980 and recorded in the York County Registry of Deeds in Book 2664 Page 167.

TO HAVE AND TO HOLD the above granted rights and easements to the said NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, their successors or assigns, to their own use and behoove forever.

IN WITNESS WHEREOF, the said Inhabitants of the Town of York in this easement as Grantor and relinquishing and conveying all its rights by descent and all other rights in the above described rights and easements have hereunto set its hand and seal this _____ day of _____, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Inhabitants of the Town of York

By: Stephen H. Burns

Its: Town Manager

STATE OF MAINE

County of York

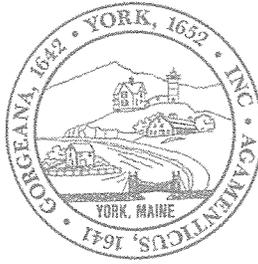
_____, 2016

Personally appeared the above named Stephen H. Burns and acknowledged the foregoing instrument to be his free act and deed in his said capacity the free act and deed of said Inhabitants of the Town of York before me,

Notary Public/Attorney at Law

My Commission Expires/ bar# _____

Printed Name: _____



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 10, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: Property Redemption – Tax Map 0070-0018-A; 11 Harbor View Lane

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Approve the Property Redemption Request for the total taxes, interest and costs due
2. Deny the Property Redemption Request and keep the property under Town ownership

RECOMMENDATION: Approve the Property Redemption Request from Nancy A. Raynes for 11 Harbor View Lane.

PROPOSED MOTION: I moved to approve the property redemption of Tax Map 0070-0018-A, located at 11 Harbor View Lane, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than August 12, 2016 with cash or certified bank check.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____
Melissa M. Avery, Assistant to the Town Manager

REVIEWED BY: _____



TO: Board of Selectmen
FROM: Melissa M. Avery, Assistant to the Town Manager
DATE: June 10, 2016
RE: Tax Foreclosure Redemption: Map 0070 Lot 0018-A; 11 Harbor View Lane

Nancy A. Raynes, former property owner of property identified as Tax Map 0070, Lot 0018-A, located at 3 Bog Road in York, Maine, requests to redeem this property for which the Town has foreclosed after the maturing of tax lien for Fiscal Year 2014.

We are recommending to the Selectmen, that Nancy A. Raynes be allowed to redeem this property providing the following condition(s) are met:

Condition #1 – Nancy A. Raynes shall pay in full, to the Town of York, all past year(s) and current years taxes, interest, administrative and lien costs, which total **\$33,897.86** by no later than **August 12, 2016**.

FY2014 TAXES AND INTEREST	\$11,660.04
FY2015 TAXES AND INTEREST	\$11,247.70
FY2016 TAXES AND INTEREST	\$10,790.12
ADMINISTRATIVE/LIEN COSTS	<u>\$ 200.00</u>
	\$33,897.86

Parcel Information

<u>Map-Lot</u>	<u>Size of Lot</u>	<u>Assessed Value</u>	<u>Party Requesting Redemption</u>
0070-0018-A	1.92 Acres	\$1,319,100	Nancy A. Raynes

Summary

Detail

Notes

Payment Plan

Access

- ✦ Tax Map # 0070 0018 A
- ☐ Linked to Tax Map # 0070 0018 A

- ☐ RAYNES ALAN W/NANCY A
- ☐ Linked to RAYNES ALAN W/NANCY A

☐ Parcels Linked to Tax Map # 0070 0018 A

Filters

Year Active A/R
 Hide zero balance

Sub System

Late Charges

As of Date Display
 Keep Setting

Daily Interest Amount \$5.77

Year id	Sub System	Bill Number	Billed	Interest	Fee	Paid	Balance Due	Late Charges	Total Due	1st Due	2nd Due	U
2016	Real Property Tax	RE7936	\$10,286.10				\$10,286.10	\$504.02	\$10,790.12	\$5,143.05	\$5,143.05	
2015	Tax Title	RE7909	\$10,493.52				\$10,493.52	\$754.18	\$11,247.70	\$10,493.52		
2014	Tax Title	RE7874	\$10,249.04		\$9.74		\$10,258.78	\$1,401.26	\$11,660.04	\$10,258.78		
2013	Tax Title	RE7857	\$9,752.78	\$531.90	\$9.48	\$10,294.16	\$0.00	\$0.00	\$0.00	\$0.00		
2012	Tax Title	RE7862	\$9,165.64	\$93.67		\$9,259.31	\$0.00	\$0.00	\$0.00	\$0.00		
2011	Real Property Tax	RE7996	\$8,574.02	\$83.04		\$8,657.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2010	Tax Title	TT125393	\$8,058.34	\$858.28		\$8,916.62	\$0.00	\$0.00	\$0.00	\$0.00		
2009	Tax Title	TT114482	\$3,878.89	\$809.01	\$14.08	\$4,701.98	\$0.00	\$0.00	\$0.00	\$0.00		
			\$70,458.33	\$2,375.90	\$33.30	\$41,829.13	\$31,038.40	\$2,659.46	\$33,697.86	\$25,895.35	\$5,143.05	

Refresh

Search

Previous

Nancy A. Raynes
11 Harbor View Lane
York, Maine 03909

Board of Selectmen
Town of York
York, Maine 03909

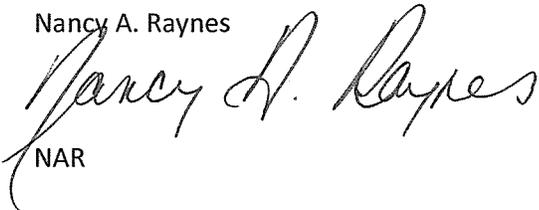
Dear Members:

This letter is to request that you release the lien of the above property at 11 Harbor View Lane and return the title to my name. I am planning on selling the property as soon as possible, and would like the redemption of my property resolved as soon as possible so that I can move forward.

I tried to pay my overdue taxes last week but was told I had to go through this process before I could proceed. I've included a copy of my bank statement showing that the funds are available, and that a bank check can be drawn immediately to the Town of York.

Thanking you for your immediate attention to this matter,

Nancy A. Raynes



NAR



Accounts

- Privacy
- Contact Us
- Help
- Log Out

Checking

Mobile Banking Setup

CHAT ONLINE

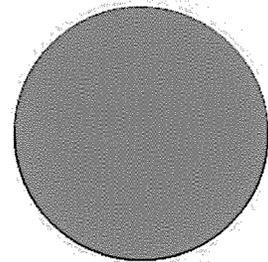
Today's Transactions

Options

June 07, 2016

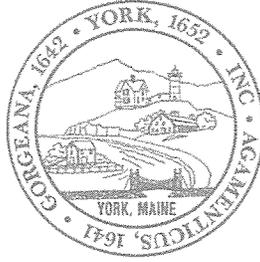
Account: Breakaway Free Checking ****4251 38,347.79

Description	Amount	Balance
578525 DDA POS PURCHAS HANNAFORD #8384 YORK ME	-70.31	38,347.79



Category	Amount	Percent
<u>Uncategorized</u>	\$1,137.13	100.0%
Totals	\$1,137.13	100%

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 3, 2016

ACTION

DATE ACTION REQUESTED: June 13, 2016

DISCUSSION ONLY

SUBJECT: Special Event Permit Applications

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval. Options available to the Board: 1) Approve/Deny all Special Event Permit Applications listed below in one motion. 2) Approve/Deny Special Event Permit Applications in separate motions

RECOMMENDATION: Approve all Special Event Permit Applications in one motion.

PROPOSED MOTION: I move to approve the following Special Event Permit applications subject to all, if any, conditions given by Department Heads:

- a. York Region Chamber of Commerce's *Harvestfest* on October 15, 2016
- b. York Region Chamber of Commerce's *Salefest* on October 8-10, 2016
- c. York Beach Fire Department's *York Days Fireworks* on July 31, 2016
- d. Agamenticus Ski Club's *Third Annual Beach 5K* on October 8, 2016
- e. York Beach Fire Department's *Annual Parade and Muster* on July 3, 2016
- f. York Harbor Reading Rooms's *McKeon Wedding Fireworks* on July 16, 2016
- g. Zumba with Marianela on July 10, 2016
- h. Maximus RC Raceway's *Summer Demo Series* on June 18, July 16 and August 13, 2016

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: Melissa M. Avery

REVIEWED BY: 



Town of York, Maine

Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: **May 9, 2016**

Name of Event: **Harvestfest / Kidsfest**

Type of Event: **32nd Annual Family Festival**

Organization Name: **York Region Chamber of Commerce** Phone #: **207-363-4422**

Organization Address: **1 Stonewall Lane** City: **York** State: **ME** Zip: **03909**

Applicant Name: **Holly Roberts, Executive Director** Phone #: **207-363-4422**

Applicant Address: **1 Stonewall Lane** City: **York** State: **ME** Zip: **03909**

Contact Name for Day of Event: **Holly Roberts** Contact Phone #: **207-333-8711**

Date of Event: **October 15, 2016** Day of Week: **Saturday**

Starting Time: **7:00 am** Ending Time: **4:00pm**

Assembly Area: **Short Sands Ball Field, Railroad Ave., Ocean Ave., Ridge Rd., Church St., & Parking Area across from YBFD**

Dispersal Area: **N/A**

Event Route: **N/A**

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed):
Certificates of insurance are attached for the Town of York and York's Wild Kingdom.

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc): **N/A**

Describe how group is organized and supervised to insure order: **Harvestfest committee oversees all the aspects of the event, see attached description and safety plan.**

Purpose of the Event: **A means of extending the visitor season to benefit the local business community. A celebration of the town & region via crafts, food, entertainment, etc., see draft of map attached.**

The above information is true to the best of my knowledge and belief.

Signature of Applicant: _____

Holly Roberts, Executive Director

2016 Harvestfest Special Event Permit – Continued from page 1

~Members of the Harvestfest committee met on February 25, 2016, with Captain Szeniaowski and Lieutenant Davis from the York Police Department and Chief Bridges from York Beach Fire Department to outline the safety plan for 2016 Harvestfest event. I have enclosed the map showing where parking will be banned and coned off. Captain Szeniaowski, Lieutenant Davis and Chief Bridges agreed that we will follow the same safety guidelines that we followed in 2015, keeping Railroad Avenue open to traffic throughout the event. Two pedestrian crosswalks will be designated and manned by police officers (please see attached event map). Designated handicapped parking is located in the Winebaum Center paved parking area along with the adjacent vacant lot (please see attached event map). Jim Fitzgerald, owner of the Winebaum and the vacant lot, has granted the chamber of commerce permission to use both lots from 7:00 am - 4:30 pm, October 15, 2016. Both departments have reviewed the safety plan and have approved it for 2016.

~The committee requests that the Town of York grant permission for use of York's Wild Kingdom parking area for vendor and attendee parking. Parking is free to all attendees. Attendees will walk from the parking area through York's Wild Kingdom out to Railroad Avenue to attend the event. Parking will be available from 7:00 am – 5:00 pm. Signs will be posted by the front gate of York's Wild Kingdom informing attendees that the parking area closes at 6:00 pm. Insurance certificates are attached for both the Town of York and York's Wild Kingdom listing both as additionally insured.

~The committee requests that Railroad Avenue and Church Street be coned off on each side of the street to allow only one lane of traffic to flow between 7:00 am – 4:00 pm on Saturday, October 15, 2016. At 4:00 pm the cones will be removed from Church Street.

~The committee requests that Bay Street and the perimeter road around the York Beach Ball Field be closed to traffic from 7:00 am – 4:00 pm on Saturday, October 15, 2016.

~All Harvestfest and Kidsfest activities will conclude at 4:00 pm.

The committee requests that the horse drawn wagon be allowed to load and unload on Bay Street. The horse drawn wagon ride will travel along the left side of Church Street, the left side of Ocean Avenue and turn left onto Bay Street to return to the designated loading area.

~The committee requests that the Town of York grant permission for the use of the parking area located directly behind York's Wild Kingdom, free of charge to the Chamber of Commerce, in order to provide free parking for the Harvestfest event attendees and vendors. Visitors will be directed by signage to use the Route 1 access to the Wild Kingdom. We will not have trolley or bus transportation.

~No sidewalk sales are allowed on this weekend.

~All activities will allow police, fire, and ambulance access to Railroad Avenue.

~Kidsfest will be part of Harvestfest on Saturday. This includes, games, entertainment, etc. located in the permit parking area of the York Beach Ball Field, along the back entrance of the Ball Field. The parking area will be closed to vehicle traffic between 8:45 am and 4:00 pm.

Harvestfest Traffic Plan

Railroad Avenue will be coned off on both sides beginning at the corner of Railroad Avenue and Ocean Avenue to allow only one lane of traffic to flow between 7:00 am – 4:00 pm on Saturday, October 15, 2016. Church Street will be coned off on both sides of the road to allow only one lane of traffic to flow from 7:00 am – 4:00 pm. Ocean Avenue will remain open to one way traffic.

Two pedestrian crosswalks will be designated and the police will have officers located at both crosswalks throughout the event. All attendees will cross from York's Wild Kingdom area between the fire station and Bay Street. Attendees will also cross at the corner of Ridge Road and Railroad Avenue to the front entrance of the ball field.

Designated Handicapped Parking spaces will be located at the Winebaum Center paved parking area and the vacant gravel lot located adjacent to the Winebaum Center.

The Police Officers will be located at;

- The crosswalk located on Railroad Avenue and the crosswalk located on the corner of Ridge Road and Railroad Avenue.
(3 Officers from 8:00 am – 4:00 pm)
- An officer patrolling the event site. (1 Officer from 9:00 am – 4:00 pm)

No Parking Postings for Harvestfest

Ocean Avenue
Ocean Avenue Extension
Church Street
Church Street Extension
Broadway Avenue to Mosley Road
Willow Avenue
Freeman Street to Cross Street
Airport Extension
Airport up a few hundred yards
Long Beach Avenue to the Cutty Sark
Nubble Road up over the hill
Ridge Road up to Gunnison both sides

Daily Grind

York

Beach

Shops

Wild Kingdom Festival Entrance

Single Lane Traffic

Railroad Ave.

York

Beach

Shops

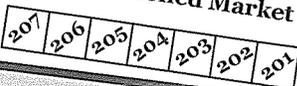


Railroad Ave.

Fire Station

SAMPLE
MAP SUBJECT TO CHANGE

Old-Fashioned Market



Winebaum Center

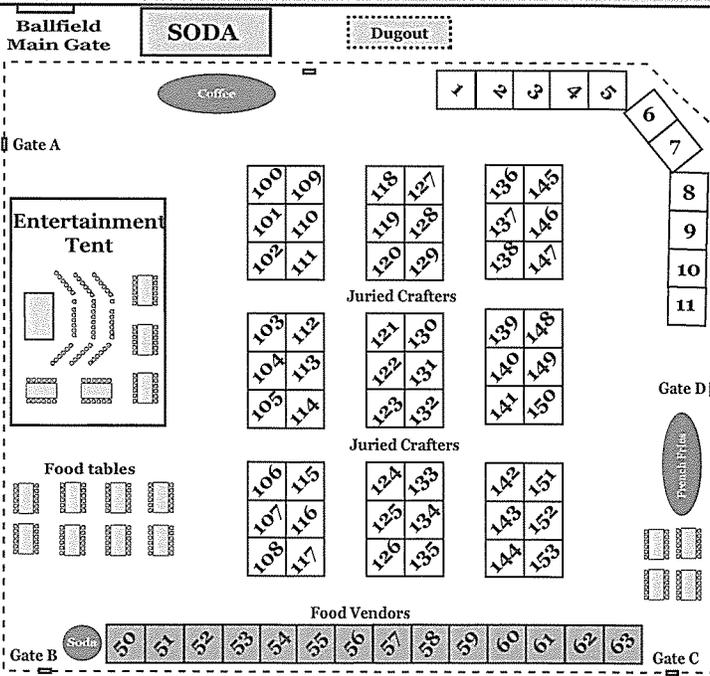
Additional Handicap Parking

Vacant Lot or Handicap Parking for attendees

Bay Street

Horse & Wagon Loading Area

Ridge Road



Church Street

Ballfield Perimeter Road - No Parking

KIDSFEST AREA

No Vehicle Access After 8:30am

Harvestfest Map



February 25, 2016

To: Jean Gallagher – York’s Wild Animal Kingdom

From: Holly Roberts – York Region Chamber of Commerce

RE: Harvestfest 2016 Letter of Agreement

On Saturday, 10/15/2016 from 7:00am-6:00pm, for the Harvestfest / Kidsfest events, York’s Wild Kingdom agrees to allow York Region Chamber of Commerce pedestrian use of the path through York’s Wild Kingdom from the parking area, for event attendees. Estimated number of attendees for the event is under 10,000. York’s Wild Kingdom also agrees to allow vehicle use of the access road located at the Route One entrance gate of York’s Wild Kingdom, for use to and from York’s Wild Kingdom’s parking area for purposes of the event. In addition, York’s Wild Kingdom agrees to allow Roaming Railroad access and use of a designated area to conduct the Kidsfest train ride between the hours of 9:00 am - 4:00 pm.

York’s Wild Kingdom, Inc. is not responsible for any bodily injury or property damage arising from the use of the access road, parking lot, pedestrian path or train ride route for use of the event. Prior to 10/15/2016, York Region Chamber of Commerce agrees to provide a Certificate of Insurance evidencing that York’s Wild Kingdom, Inc. has been endorsed as an additional insured on the general liability insurance. Roaming Railroad will also provide a Certificate of Liability Insurance naming York’s Wild Kingdom, Inc. as additionally insured.

Signature [Handwritten Signature], Title Office Mgr
York’s Wild Kingdom

Date 2/26/16

Signature [Handwritten Signature: Holly Roberts], Title Executive Director
York Region Chamber of Commerce

Date 2/25/16



Town of York, Maine

Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: May 9, 2016

Name of Event: Salefest

Type of Event: **York Beach Sidewalk Sales**

Organization Name: York Region Chamber of Commerce
Phone #: 207-363-4422

Organization Address: 1 Stonewall Lane, City: York, State: ME, Zip: 03909

Applicant Name: Holly Roberts, Executive Director Phone #: 207-363-4422

Applicant Address: 1 Stonewall Lane, City: York, State: ME, Zip: 03909

Contact Name for Day of Event: Holly Roberts , Executive Director

Contact Phone # 207-333-8711 cell

Date of Event: Oct. 8 - 10, 2016 Day of Week: Saturday, Sunday, & Monday

Starting Time: 10:00 am Ending Time: 4:00pm

Assembly Area: Ocean Ave., Beach St., Main St., Railroad Ave., Church St.,

Dispersal Area: _____ N/A _____

Event Route: _____ N/A _____

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed) 2,000 approx. each day. Certificate of insurance is attached

±

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc): Merchants use sidewalks for end of season sales/annual event. The parking spaces along Railroad Ave are coned off each day between 10am and 4pm. In support of the York Beach Merchants, we request that the Town of York waive the meter revenue all three days for the coned off meters only.

Describe how group is organized and supervised to insure order: Police set-up cones early Saturday morning. Merchants move them inside overnight, (a chamber staff person will check to be sure all cones are taken in each day at 4:00pm) and the merchants will return them to the sidewalk area each morning. Monday at 4pm, a chamber staff person will be responsible for the return of all cones to the YBPD.

Purpose of the Event: Please See Above



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 5/5/16

Name of Event: YORK DAYS FIREWORKS

Type of Event: 7/31/2016

Organization Name: YORK BEACH FIRE Phone #: 363-1014

Organization Address: 18 RAILROAD AVENUE City: YB State: ME Zip: 03910

Applicant Name: DAVE BRIDGES Phone #: _____

Applicant Address: _____ City: _____ State: _____ Zip: _____

Contact Name for Day of Event: DAVE BRIDGES Contact Phone # _____

Date of Event: 7/31/16 Day of Week: SUNDAY

Starting Time: 9:00 Ending Time: 9:30

Assembly Area: SHORT SANDS ELLIS PARK

Dispersal Area: SAME

Event Route: FIREWORKS FROM A BARGE OFF SHORT SANDS

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)
FIREWORKS COMPANY CARRIES 10,000,000 COVERAGE

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc):
JUST FIREWORKS

Describe how group is organized and supervised to insure order: YORK BEACH FIRE WILL MAN FIRE TRUCKS, FIRE DEPT AND POLICE WILL CONTROL TRAFFIC

Purpose of the Event: CELEBRATE END OF "YORK DAYS"

The above information is true to the best of my knowledge and belief.

Signature of Applicant: Dave Bridges



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 5/11/16

Name of Event: Agamenticus Ski Club 3rd Annual Beach SK

Type of Event: SK race on Long Sands Beach

Organization Name: Agamenticus Ski Club Phone #: 207-636-7809

Organization Address: _____ City York State: ME Zip: 03909

Applicant Name: Susan Conant Wilson Phone #: 207-363-1669

Applicant Address: 20 Brixham Rd City: York State: ME Zip: 03909

Contact Name for Day of Event: Laura Creagan Contact Phone # 207-636-7809

Date of Event: October 8, 2016 Day of Week: Saturday

Starting Time: 9 am Ending Time: 12 pm

Assembly Area: Near bath house on Long Sands

Dispersal Area: See below

Event Route: All on beach @ low tide along Long Sands Rd Beach

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)
100 ±

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc):

Just runners on beach

Describe how group is organized and supervised to insure order: We have 120 volunteers to set up, direct + clean up

Purpose of the Event: fundraiser

The above information is true to the best of my knowledge and belief.

Signature of Applicant: Sutner



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 5/5/16

Name of Event: YORK BEACH FIRE DEPT ANNUAL PARADE / MUSTER

Type of Event: Fire Fighter Parade & Muster

Organization Name: YORK BEACH FIRE DEPT Phone #: 363-1014

Organization Address: 18 RAILROAD AVE City YORK Bch State: ME Zip: 03910

Applicant Name: MARK GAY Phone #: 207-337-2124

Applicant Address: 10 MAIN ST. City: Y. B. State: ME Zip: 03910

Contact Name for Day of Event: CHIEF DAVE BRIDGES 451-8634
CAPT MARK GAY Contact Phone # 337-2124

Date of Event: JULY 3, 2016 Day of Week: SUNDAY

Starting Time: 10:00 Ending Time: 14:00

Assembly Area: MAIN ST. & ATLANTIC AVE

Dispersal Area: YORK BEACH BASEBALL FIELD

Event Route: MAIN, RAILROAD, CHURCH, LONG BEACH, OCEANSIDE

ACORN BEACON, LONG BEACH, WILBIE, BROADWAY, Willow, Ocean Railroad, ENDS at Y B F D

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)
50-100

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc):

MOTORIZED VEHICLES ONLY - 25-40

Describe how group is organized and supervised to insure order: CHIEFS, OFFICERS

and members of Y-BFD.

Purpose of the Event: ANNUAL PARADE & MUSTER

The above information is true to the best of my knowledge and belief.

Signature of Applicant: Mark W. Gay Capt. Y.B.F.D.



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date 5/2016

Name of Event: McKEON WEDDING FIREWORKS

Type of Event: WEDDING

Organization Name: @ York Harbor Reading Phone # _____

Organization Address: _____ City: _____ State: _____ Zip: _____

Applicant Name: Paul McKeon Phone # _____

Applicant Address: 239 Gosport Rd City: Portsmouth State: NH Zip: 03801

Contact Name for Day of Event: Allen Lake Contact Phone # 603 933-9235

Date of Event: July 16, 2016 Day of Week: Sat.

Starting Time: SUNDOWN 9PM Ending Time: 20 MIN

Assembly Area: YHRL

Dispersal Area: _____

Event Route: Fireworks to be set off from the Harbor Beach

Approximate Number of Persons Attending (if more than 500, insurance coverage needed)
150-170

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc):
wedding

Describe how group is organized and supervised to insure order:
all on site @ York Harbor Reading Beach

Purpose of the Event: WEDDING

The above information is true to the best of my knowledge and belief.

Signature of Applicant: [Signature]

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Gosport



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 5/24/2016

Name of Event: Zumba with Marianela

Type of Event: Zumba Charity Event

Organization Name: Zumba with Marianela Phone #: 603-493-0838

Organization Address: 20 Holly Street City: Manchester State: NH Zip: 03102

Applicant Name: Sue Travers Phone #: 603-493-0838

Applicant Address: 20 Holly Street City: Manchester State: NH Zip: 03102

Contact Name for Day of Event: Sue Travers Contact Phone #: 603-493-0838

Date of Event: July 10, 2016 Day of Week: Sunday

Starting Time: 10:30 am Ending Time: 11:30 am

Assembly Area: Long Sands Beach

Dispersal Area: Long Sands Beach

Event Route: _____

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)

100

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc):

Zumba Class on the beach

Describe how group is organized and supervised to insure order: 1 hour class

with organizers coordinating arrival and order.

Purpose of the Event: Charity Event supporting Alzheimer's Assoc

The above information is true to the best of my knowledge and belief.

Signature of Applicant

[Handwritten Signature]



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 5/5/2016

Name of Event: Summer Demo Series

Type of Event: RC Car Race/Demo

Organization Name: Maximus RC Raceway Phone #: 207-641-7462

Organization Address: 647 US Route 1 City: York State: ME Zip: 03909

Applicant Name: Heath Jackson Phone #: 207-641-7462

Applicant Address: 12 Raydon Rd City: York State: ME Zip: 03909

Contact Name for Day of Event: Heath Jackson Contact Phone # 207-641-7462

Date of Event: June 18 + July 16 + Aug 13 Day of Week: Saturday

Starting Time: 8:00 AM Ending Time: 8:00 P.M.

Assembly Area: 647 US Route 1 Parking Lot

Dispersal Area: 647 US Route 1 Parking Lot

Event Route: 647 US Route 1 Parking Lot

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)

30

Describe number of bands, vehicles, signs, floats, or other articles carried or displayed along with method of participation (walking, bicycles, motorcycles etc):

Raido Control Car Race track set up in parking lot

Describe how group is organized and supervised to insure order:

Race track will be enclosed with barricades w/ spectator section

Purpose of the Event: Promote our buisness

The above information is true to the best of my knowledge and belief.

Signature of Applicant: