



# 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  
(207)363-1019

www.yorkmaine.org

## BOARD OF SELECTMEN'S MEETING AGENDA

6:00/7:00PM MONDAY, FEBRUARY 9, 2015  
YORK LIBRARY

**6:00PM** Committee Interviews

### Call to Order

### Opening Ceremonies

A. Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

E. Reports

1. York Community Services Association – Michelle Surdoval
2. Leeward Landing – Robert Werner

F. Citizens' Forum – The Citizens' Forum is open to any member of the audience for comments on items listed on this meeting agenda. 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. Approval of Warrant #32

H. Public Hearings

I. Endorsements

Business Licenses:

1. York Harbor Reading Room (Food Service, Liquor, Special Amusement)

**J. Old Business**

1. Discussion and Possible Action: Police Station/Connector Road Project
2. Discussion and Possible Action: Health Insurance Opt-Out Policy
3. Discussion and Possible Action: Route One Maintenance

**K. New Business**

1. Discussion and Possible Action: Transferring Heating Assistance Funds to YCSA
2. Discussion: LED Streetlight Concept
3. Discussion and Possible Action: Statements of Fact on Future Referendum Ballots
4. Discussion and Possible Action: Single-Use Bag Ordinance
5. Discussion and Possible Action: Future Agendas
6. Tax Task Force Appointment
7. Assessment Review Board Appointment
8. Planning Board Appointment
9. Special Event Permit: Cystic Fibrosis Foundation - Great Strides
10. Special Event Permit: Leukemia and Lymphoma Society – Light the Night Walk
11. Special Event Permit: National MS Society – Bike MS: Great Maine Getaway
12. Special Event Permit: Cystic Fibrosis Foundation – Aptalis CF Cycle for Life
13. Special Event Permit: Traip Academy PTA – Traip Project Graduation 2015 Beach Sunrise
14. Special Event Permit: York Hospital – York Hospital 5K Road and Cross Country Race 2015
15. Special Event Permit: York Village Association – Marketfest

**L. Other Business**

**M. Citizens' Forum**

**Adjourn**

## **Committee Interviews**

02/09/2015

6:00PM – Nan Graves for the Tax Task Force

6:10PM – Jim Bartlett for the Municipal Building Committee for the Long Sands Bathhouse

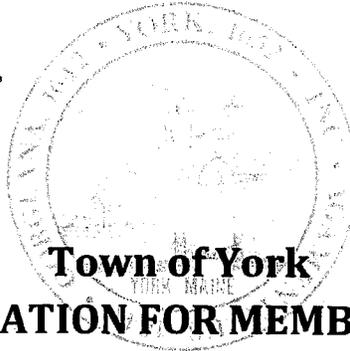
6:15PM – Kathleen Hofer for the Assessment Review Board (Ms. Hofer also applied for the Appeals Board, but the vacancy on that board calls for a “Beach Resident”)

6:30PM – Wayne Boardman for the Planning Board

6:45PM – Joe Lipton for the Municipal Building Committee for the Long Sands Bathhouse

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**APPLICATION FOR MEMBERSHIP**

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: Nan Graves

Date: 12.10.14

Physical Address: 83 Pine Hill Rd

Mailing Address: PO Box 225 Cape Neddick ME 03902

Home Telephone: 207-363-3997 Mobile Telephone: \_\_\_\_\_

Email: mzqrz@outlook.com State of Residency: ME

Why do you wish to serve? Contribute to the town

Why expertise can you provide? Business experience, math experience previous finance committee experience (another town)

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

<input type="checkbox"/>	Appeals Board	<input type="checkbox"/>	Parks and Recreation Board
<input type="checkbox"/>	Assessment Review Board	<input type="checkbox"/>	Planning Board
<input type="checkbox"/>	Cable TV Regulatory Commission	<input type="checkbox"/>	Senior Citizens Advisory Board
<input type="checkbox"/>	Conservation Commission	<input type="checkbox"/>	Shellfish Conservation Commission
<input type="checkbox"/>	Energy Efficiency Steering Committee	<input type="checkbox"/>	Sohier Park Committee
<input type="checkbox"/>	Harbor Board	<input type="checkbox"/>	York Harbor Site Design Review Board
<input type="checkbox"/>	Historic District Commission	<input type="checkbox"/>	York Housing Authority
<input type="checkbox"/>	Municipal Social Services Review Board	<input checked="" type="checkbox"/>	Other: <u>Tax Task Force</u>

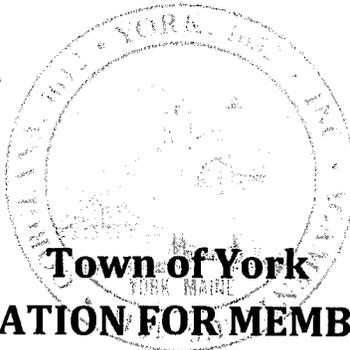
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Received Date: 12/10/2014 Received By: mmavery

Interview Date: 2/9/2015 Appointment Date:     /    /

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 Planning Department 363-1007  
 Town Clerk/Tax Collector 363-1003



**APPLICATION FOR MEMBERSHIP**

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: Jim Bartlett

Date: 2/6/15

Physical Address: 5 Deer Run

Mailing Address: same

Home Telephone: 363-2879

Mobile Telephone: 337-1507

Email: jim.bartlett.york@gmail.com

State of Residency: Maine

Why do you wish to serve? jim.bartlett@yorkmainelaw.net

I have experience in large construction projects as a member of the York School District when assisting clients. I think I can contribute to this project.

Why expertise can you provide? see above.

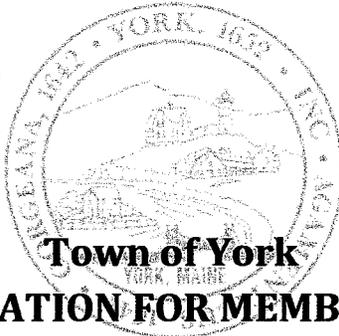
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<input type="checkbox"/>	Harbor Board	<input type="checkbox"/>	York Harbor Site Design Review Board
<input type="checkbox"/>	Historic District Commission	<input type="checkbox"/>	York Housing Authority
<input type="checkbox"/>	Municipal Social Services Review Board	<input checked="" type="checkbox"/>	Other: <u>MBC, Long Sands Bathhouse</u>

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Received Date: 2/6/2015 Received By: mmavery

Interview Date: 2/9/2015 Appointment Date:    /   /



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**APPLICATION FOR MEMBERSHIP**

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: Kathleen Hofer  
 Physical Address: 8 Wilac Lane, York 03909  
 Mailing Address: 8 Wilac Lane " "  
 Home Telephone: 207-361-4961 Mobile Telephone: \_\_\_\_\_  
 Email: kathleen.hofer@gmail.com State of Residency: Maine

Why do you wish to serve?  
I want to serve my community; now that I am retired, I have the time to commit.

Why expertise can you provide? pls see resume attached

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

<input checked="" type="checkbox"/>	Appeals Board	<input type="checkbox"/>	Parks and Recreation Board
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<input type="checkbox"/>	Historic District Commission	<input type="checkbox"/>	York Housing Authority
<input type="checkbox"/>	Municipal Social Services Review Board	<input type="checkbox"/>	Other:

**BELOW IS FOR OFFICE USE ONLY**

Received Date:    /   /    Received By: mmavery  
 Interview Date: 2/9/2015 Appointment Date:    /   /

**KATHLEEN E. HOFER**  
8 Lilac Lane  
York, Maine 03909  
207-361-4961  
kathleen.hofer@gmail.com

**Summary:** Ability to develop/organize projects, systems and people to include coordinating and integrating activities of several differing organizational segments. . Experience in organizational development, management/staff training, recruitment and career development acting as catalyst, problem solver and coach. Strong writing/editing background.

## **EXPERIENCE**

**Consultant** – Executive Service Corps, Northern New England Chapter (2009-Present)

**Vice Chair - Board Member** – Joan Lovering Health Center, Greenland, NH (2009-Present)

**Board Member** – RAIN for the Sahel and Sahara, Portsmouth, NH (2011-2014)

**Chairman of Board** - SolAmor Hospice Foundation, N. Hampton, NH (2012-Present)

**Member** – Steering Committee, Friends of the Cliff Walk, York Harbor, ME (2012-Present)

**Court Visitor, Guardianship** – Strafford County Probate Court, Dover, NH (2010-2012)

**Co-Director Staffing** (2010-2011); **Volunteer Services Coordinator** - American Red Cross, Great Bay Chapter, Portsmouth, NH (January-June 2010);

**Board Member** – York Library Board of Trustees, York, ME (2009-2012)

**PRACTICE ADMINISTRATOR** – Children’s Hospital, Boston, MA (2002-2008)

- Responsible for setting direction and managing non-clinical administration for Surgical Programs Inpatient Units to include direct supervision of nineteen diversified employees.
- Evaluated, implemented and standardized unit policies and procedures; served as resource for Nurse Managers.
- Managed and oversaw unit’s supply, expense and capital budgets in collaboration with the Director.
- Oversaw departmental facilities and environmental issues ensuring compliance with JACHO, OSHA and hospital guidelines.
- Project Director/writer for patient/family orientation multi-media presentation; designed and implemented procedural guidelines.

**DIRECTOR, HUMAN RESOURCES** – UU Service Committee, Cambridge, MA (2001-2002)

A non-profit (\$3.8 million) membership organization working to advance human rights and social justice.

- In conjunction with Executive Director, designed and delivered solutions to reflect the mission and vision of the agency to include policy analyses and program evaluation; developed and implemented new organizational structure in a change driven environment.
- Leveraged organizational resources and experience to include workforce planning, recruitment, training solutions, complex labor and employee relations issues; created inventory of departmental skills and competencies for cross-functional team development, departmental effectiveness and strategic planning; conducted needs analysis for future planning.
- Oversaw and coordinated grant and foundation process in absence of Sr. Director of Programs; participated in strategic planning for Institutional Development.
- Developed and delivered training modules for sexual harassment, orientation and customer service; evaluated and standardized procedures and effectively troubleshooted and resolved issues.
- Instrumental in developing workable union contract and ongoing positive relationship while resolving issues and grievances.
- Created and implemented new Performance Management process including templates; created merit based compensation blue plate.
- Evaluated and administered full spectrum of benefits; developed and administered departmental budget.
- Member of UUSC delegation at the Third World Conference on Racism in Durban, South Africa.

**VICE PRESIDENT - PERSONNEL ADMINISTRATION** – MassDevelopment, Boston & Devens, MA (1999-2001)

A non-profit (\$290 million) quasi-state agency serving communities of the Commonwealth as their investment bank and real estate development partner.

- Developed and managed human resource department serving union, non-union, contract and seasonal employees.
- Created and administered annual department budget of \$122,400.00; team Project Director (VP Finance, VP MIS) for researching and implementing a Human Resource Information System (HRIS).
- Proposed, developed and implemented new competency based compensation program; responsible for training staff.
- Designed New Hire Orientation concurrently utilized by marketing; conducted and evaluated staff and team training; edited and rewrote corporate Policy and Procedure Manual.

**OTHER EXPERIENCE**

**Executive Search** – Key Associates, Lexington, MA

A nationwide retainer executive search firm

- Sourced, networked and recruited executives for Boston-based companies (Bose, Millipore, Koch)

**Manager of Administrative Services** – Latino Health Institute, Boston, MA

A non-profit, 60+ organization advocating for Latino residents on public health issues; reported to CFO.

- Updated and formalized administrative policies and procedures within a diverse population; worked closely with CFO on budgetary process and purchasing.
- Edited corporate Policy and Procedure Manual.
- Supervised administrative staff, becoming integral part of hiring process, new hire orientations and delegated departmental responsibilities.
- Organized and coordinated company-wide consolidation move (five locations); designed a new inventory and purchasing system; charged with selection and installation of Novell network; served as network administrator.

**Manager** – Corporate Office, Network Integrity, Marlborough, MA

A venture-backed network software development start-up; one of six original employees

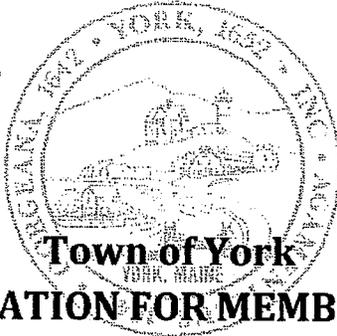
- Established and managed office policies and procedures; selected and administered benefits; created policies for AA/EEO, sexual harassment; created job descriptions; spearheaded recruitment effort.
- Hired, trained and managed administrative staff; developed and set up administrative policies and procedures; developed operational budget.
- Negotiated and managed contracts with external vendors (site selection, build-outs, telecommunications); purchased hardware, software, capital equipment and other assets.
- Supported corporate finance; selected and handled payroll; set up inventory and purchasing.

**EDUCATION**

The George Washington University/Mount Vernon College, Washington, DC – BA degree

Bentley College, Waltham, MA – Senior Human Resource Management Program – SPHR Certified

Clark University, Worcester - MBA



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## APPLICATION FOR MEMBERSHIP

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: Wayne Boardman Date: 1/16/15  
 Physical Address: 31 Barrell Lane, York 03909  
 Mailing Address: " "  
 Home Telephone: — Mobile Telephone: 207-408-6430  
 Email: wayne31R@gmail.com State of Residency: Maine

Why do you wish to serve? As a life-long resident of York, I am very interested in helping to maintain and improve the special character and design of the town. I believe that it is possible to enhance opportunities for local businesses to thrive, while at the same time improving the community's liveability and the natural environment.

Why expertise can you provide? Having grown up in York Beach and lived for the last 35 years in York Village, I feel I have a good understanding of the town. I have served on the School Committee, the Energy Steering Committee, and numerous other volunteer organizations in town.

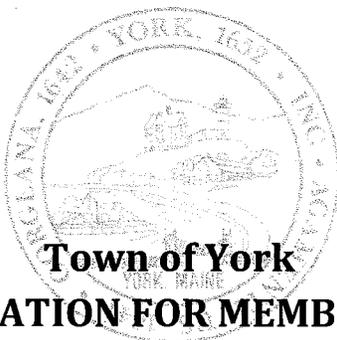
PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH

TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

<input type="checkbox"/>	Appeals Board	<input type="checkbox"/>	Parks and Recreation Board
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<input type="checkbox"/>	Cable TV Regulatory Commission	<input type="checkbox"/>	Senior Citizens Advisory Board
<input type="checkbox"/>	Conservation Commission	<input type="checkbox"/>	Shellfish Conservation Commission
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<input type="checkbox"/>	Harbor Board	<input type="checkbox"/>	York Harbor Site Design Review Board
<input type="checkbox"/>	Historic District Commission	<input type="checkbox"/>	York Housing Authority
<input type="checkbox"/>	Municipal Social Services Review Board	<input type="checkbox"/>	Other:

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Received Date: 1/16/2015 Received By: mmavery  
 Interview Date: 2/9/2015 Appointment Date: —/—/—



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**APPLICATION FOR MEMBERSHIP**

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: Joseph Lipton Date: 1/24/14

Physical Address: 9 Harrison Ave

Mailing Address: PO Box 444 York Harbor

Home Telephone: 207-641-7039 Mobile Telephone: same

Email: josephlipton@gmail.com State of Residency: Maine

Why do you wish to serve? Be part of the community.

Why expertise can you provide? Over 10 years of working within the town of York on various Boards a

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

<input type="checkbox"/>	Appeals Board	<input type="checkbox"/>	Parks and Recreation Board
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<input type="checkbox"/>	Municipal Social Services Review Board	<input checked="" type="checkbox"/>	Other: MBC Long Sands Bath House

**BELOW IS FOR OFFICE USE ONLY**

Received Date: \_\_\_/\_\_\_/\_\_\_ Received By: \_\_\_\_\_

Interview Date: \_\_\_/\_\_\_/\_\_\_ Appointment Date: \_\_\_/\_\_\_/\_\_\_



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Business License Application (1)

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have given approval; See "Department Approvals" on page two of the application.

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I moved to approve the following license: *The York Harbor Reading Room for Food Service, Liquor and Special Amusement; Located at 491 York Street* subject to taxes, fees and inspections being current and compliant with the usual noise stipulations.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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 York Harbor Reading Room

Street Address: 491 YORK STREET

Business Owner: The York Harbor Reading Room Business Manager: Benjamin J. Lawler

Mailing Address: P.O. Box 66 Mailing Address: P.O. Box 66

YORK Harbor, MAINE 03911

YORK Harbor, MAINE 03911

Phone Number: 207-363-2563

Phone Number: 207-363-2563

E-mail Address: Yorkharborrrd@hotmail.com

E-mail Address: Yorkharborrrd@hotmail.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: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats: \_\_\_\_\_

### 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

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):	01-18637		
Expiration Date(s):	4/30/15		
Classification(s):	Club on premise Catering		

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: B. P. [Signature] 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: 0058 - 0009
Application and First License (\$60)		60.00	Processed By: mmavery
Subsequent Licenses (\$30 each)		00.00	Received Date: 1/12/2015
New License Fee (\$50)		—	Amount Received: \$120.00
License Amendment (\$25)		—	Check # 14515 or Cash <input type="checkbox"/>
Other: _____		—	LICENSE #: _____ - _____
TOTAL DUE		\$120.00	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	__ N/A	1/16/2015 K. Newell	YES (NO)
Fire	__ N/A	1/31/2015 D. Appgar	YES (NO)
Police	__ N/A	1/20/2015 O. Davis	YES (NO)
Tax Collector	__ N/A	1/12/2015 M. Szeniaowski	YES (NO)
Board of Selectmen _____ Town Manager for the Board of Selectmen _____ Date _____			YES NO



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Police Station & Connector Road Projects

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Municipal Building Committee is scheduled to meet on Sunday, February 8th to work on this project. This action item is provided in the event that Board action is required. Chief Bracy will provide a summary of the Committee's work and will present requests, if any.

RECOMMENDATION: to be determined based on Municipal Building Committee

PROPOSED MOTION: to be determined

FISCAL IMPACT: n.a.

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Stephen H. Burns, Town Manager REVIEWED BY: 



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: In-lieu of Insurance Policy for Non-Union Personnel

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Amend the policy as recommended and proposed below
2. Amend the policy in a different manner than recommended below
3. Leave the policy unamended

**RECOMMENDATION:** Amend the existing non-union personnel policy to provide applicable employees an amount equal to 25% of the employer premium, of the coverage they would otherwise be eligible for, to employees who waive medical coverage as the result of obtaining coverage through an outside source. In the instance of married spouses both employed by the Town, and eligible for medical insurance, the Town agrees to provide coverage to the employees at no cost. The employer will provide coverage in the most cost effective manner to the Town.

**PROPOSED MOTION:** We move to amend Section V, Article B of the Non-Union Personnel Policy effective July 1, 2015 to provide non-union employees eligible to enroll in medical insurance an annual reimbursement equal to 25% of the employer premium (savings) for the coverage they would otherwise be eligible to receive. In the instance of two benefits eligible non-union spouses, the Town will provide medical insurance at no cost to the family in the most cost effective coverage possible.

FISCAL IMPACT: \$20,343

DEPARTMENT LINE ITEM ACCOUNT: Multiple – benefits budgeted by department

BALANCE IN LINE ITEM IF APPROVED: TBD

PREPARED BY: Liam Gallagher, Human Resources Director REVIEWED BY: 



# Town of York

186 York Street  
York, Maine 03909-1314

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To: Board of Selectmen  
From: Liam Gallagher, Director of Human Resources  
Subj: Non-union Personnel Policy; Medical Insurance Opt-out Incentive  
Date: February 6, 2015

The Board of Selectmen has discussed the proposed policy change on two previous occasions, both times concluding the discussion by requesting additional market information. In essence, the Board is being asked to consider the benefit inequity between the non-bargaining employee group (42% of full-time employees) and the unionized workforce (58%) on this policy issue.

As you will see from the enclosed municipal market comparison, there appears to be a relationship between the level of incentive and the amount of employees declining medical insurance through their employer. Of the seventeen municipalities who responded, fifteen provide incentives to those who waive medical coverage and of those fifteen, the averaged range was \$1,500 - \$6,714.

Drawing meaningful conclusions from the market comparison is complicated by the fact some municipalities, particularly the larger cities, have differing levels of benefits across multiple unions and employee groups. Additionally, multiple municipalities offer incentives to employees who elect coverage less than what they would otherwise be eligible for. For example, if an employee was eligible for family coverage but elected single coverage they would be provided an incentive in recognition of that; a policy change we are not proposing.

One issue that has not been previously discussed, but should be addressed while we are discussing the policy, is how the Town manages medical insurance for married benefits eligible employees. Presently, one spouse generally covers the other under a family policy allowing the other spouse to be eligible for the opt-out incentive. After soliciting input from other municipalities I would propose the Town amend the non-union policy to provide medical coverage for the two employees at no cost with the stipulation that the employer would provide that coverage in the most cost efficient manner possible; a proposal that appears to be common in other municipal organizations.

To speak to providing coverage in the most cost efficient manner, the Town would have the ability to evaluate whether a family plan or two single plans, depending on their family status, would be more cost effective. For example, based on current rates, a family medical insurance plan costs \$20,951 and a single plan cost \$9,340. In the instance the married spouses had no additional dependents it would be more advantageous for the employer to provide two single plans than one family plan, a savings of \$2,271. Currently, benefits eligible employees, including spouses, can elect the coverage of their choosing potentially increasing the Town's costs.

The cost to implement the policy change, as proposed, would be \$20,343.

Municipality	Policy	Low	High	Average	Benefits Eligible waiving coverage (%)
South Portland	50% of employer savings depending on coverage eligibility	\$3,766.20	\$9,663.36	\$6,714.78	28%
Topsham	80% of single coverage, \$50.07/week for PD	\$3,643.64	\$8,466.12	\$6,054.88	26%
Auburn	3-5 months premium depending on unit and eligibility	\$3,964.47	\$6,607.45	\$5,285.96	30%
Cumberland County	60% of the single plan irrespective of coverage eligibility	\$4,802.00	\$4,802.00	\$4,802.00	8%
Kennebunk	30% of applicable premium	\$2,630.00	\$7,180.00	\$4,905.00	20%
Lewiston	4 months premium (33%) depending on coverage eligibility.	\$1,929.72	\$7,079.76	\$4,504.74	26%
Augusta	\$200/mo. single coverage, \$300/mo. Family. \$115/week (48 weeks) for AFSCME	\$2,400.00	\$5,520.00	\$3,960.00	8%
Freeport	\$3,636 adjusted annually by the premium increase to the medical plan	\$3,636.00	\$3,636.00	\$3,636.00	16%
Wells	\$200/\$250/month or 60% of Single savings depending on group	\$2,400.00	\$4,597.32	\$3,498.66	17%
Windham	40% of employer premium (savings)	\$2,204.02	\$4,639.70	\$3,421.86	13%
Sanford	30% of POS200 plan or \$1,500, depending on group	\$1,500.00	\$5,324.50	\$3,412.25	14%
Westbrook	30%/35% of PPO500 plan, depending on group	\$1,854.84	\$4,854.20	\$3,354.52	11%
Cumberland	\$1,500 - \$3,000/annually, paid on a per pay period basis (bi-weekly)	\$1,500.00	\$3,000.00	\$2,250.00	29%
Saco	\$75 per pay period (fixed)	\$1,950.00	\$1,950.00	\$1,950.00	10%
Scarborough	\$1,500/annually	\$1,500.00	\$1,500.00	\$1,500.00	6%
Kittery	no incentive	\$0.00	\$0.00	\$0.00	7%
Falmouth	no incentive	\$0.00	\$0.00	\$0.00	0%
York - Union	50%/25% of Employer savings/union	\$1,868.00	\$8,380.00	\$5,124.00	16%
York - Non-union	\$1,200/annually	\$1,200.00	\$1,200.00	\$1,200.00	21%



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input checked="" type="checkbox"/> DISCUSSION ONLY
SUBJECT: Town's maintenance options associated with Maine DOT's possible change to the Urban Compact Boundary.	

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

#### Background:

The Maine Department of Transportation is in the process of trying to change the boundary of the Urban Compact. The Urban Compact area is the area of higher building density alongside State Roadways. Compact town's which include York are responsible for most of the summer and winter maintenance on State Roads in these areas. The proposed change would mean that the Town of York would be required to take over maintenance responsibilities for US Route 1 from the Intersection of Mountain Road in Cape Neddick south to the Town line with Kittery. I have included with this form the State of Maine Compact Statute and other compact information for your review and information.

The Town currently maintains 272 lines miles of Town Roads and State Roads in the Urban Compact area. We also provide for winter maintenance of the four School parking lots, Library, Town Doc1 & 2, both Fire Stations, Police Station & Senior Center, Town Hall, Beach Ball field, Parking lot across the street from the Beach Fire Station and a Portion of Short Sands Parking lot. Under normal circumstances this workload is broken up into 18 plow routes staffed by 12 DPW employees, 3 Parks and Rec employees and 1 contractor. The length of the plow routes is a function of vehicle size (salt capacity) and roadway width. The plow route that are completed with pick-up trucks range from 2 to 5 miles in length. The plow that are completed by our heavy duty plow truck range from 9 to 12 miles in length. . I have included with this form DPW plow routes for your review and information.

The total cost for the maintenance of Town roads is equal to the sum of four of the DPW's budget categories (Tree care, General Highway, Winter Highway & Contracted services). This amount was \$4,788,364 in FY2015. If we divide this cost by the number of lane miles the Town maintains (272) we come up a cost/lane mile of \$17,600. I have included with this form a table that compares this cost with other Towns that would be comparable to the Town of York for your review and information.

#### The Plan:

Steve Burns asked DPW to focus on the option that would use a private contractor for the additional winter maintenance work and further develop the town's plan using this option to address MDOT turning over Route 1 to the Town. We have estimated capital and operating budget costs impacts for the proposed option and the details are included with this form. The department has revised its plan and proposes the following changes to the contracting option. The proposed revised plan would contract out two existing Town plow routes in order to free up personnel and equipment that would be reassigned to Route 1. DPW would also propose to upsize the

normal replacement plow truck for the next two years to a Heavy Duty Plow truck that would be dedicated for use on Route 1. This option would also include all the other summer maintenance and operating costs that would go along with the compact boundary change. The plan change would not change the estimated cost of the option but it would give the town more control over winter maintenance operations on Route 1.

I have included with this form a spread sheet that demonstrates the costs associated with the contracting option (option3) for your review and information. I have also included Maine DOT bid and contract information for your review.

Agenda History:

- On March 4, 2014 DPW met with Representatives from Maine DOT.
- On November 3, 2014 DPW met with Representatives from Maine DOT.
- On November 17, 2014 Steve Burns & Dean Lessard discussed the issue with Board of Selectmen.
- On January 26, 2014 Dean Lessard presented 3 options for the maintenance of US Route 1 to the Board of Selectmen.

RECOMMENDATION: See discussion above and attached back up information.

PROPOSED MOTION: To be determined

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: \_\_\_\_\_

REVIEWED BY:  \_\_\_\_\_

## Dean Lessard

---

**From:** Coughlan, Peter <Peter.Coughlan@maine.gov>  
**Sent:** Saturday, October 11, 2014 12:19 PM  
**To:** Dean Lessard  
**Cc:** Cannell, John W; Cusick, Timothy  
**Subject:** summary of 9/22/14 meeting

Hi Dean,

I realized that I was going to summarize the mileage for you with LRAP estimates so here it is. With this info, we'd like to set up another meeting sooner than later.

Compacts are outlined here:

<http://www.maine.gov/mdot/csd/documents/stateurbancompact/pdf/york.pdf>

Route 1: Town has always had the compact duties 1) from 1A (Cape Neddick Rd) north to Mountain Rd, and 2) from Kittery town line north to just above 1A York St intersection.

Rt 91: compact duties from Rt 1 out to Scotland Rd, plus all winter plowing on this State Aid road out to town line.

Beech Ridge Rd: compact duties from Rt 1 out to McIntyre Rd, plus all winter plowing on this State Aid road out to town line.

Shore Rd: compact duties from Rt 1A north to Ogunquit town line

Rt 103: compact duties from 1A south to river

Because of development on Rt 1 from the compact line just south of the Connector Road northerly to Cape Neddick Rd, there are 3.5 miles of new compact mileage. Because some of it is 4 lanes wide, there is additional LRAP funds per lane-mile. At the current rates, I estimate about \$37,000 would be paid to York for this State Highway if LRAP was funded at 100%. This year, it is funded at 86%. The rates are shown on the page that I gave you that day.

Compact law is found here and the town has up to 1 year to accept this:

<http://www.mainelegislature.org/legis/statutes/23/title23sec754.html>

and the road has to meet the "good definition" definition as found above in Section 3. That can be discussed later.

Hope to hear from you soon.....

Pete



Effective Date: 11/29/2006

## **MAINE DEPARTMENT OF TRANSPORTATION**

Description of State Maintenance Boundary Lines established  
for  
delimiting the urban area of

### **York, York County, Maine**

#### **York**

Beginning at the intersection of U.S. Route 1 and Mountain Road (Argamenticus Road); thence, southeasterly to the northerly intersection of Shore Road and Agementicus Avenue; thence, Northerly along the westerly right of way of Shore Road to the Ogunquit-York town line; thence southerly along the easterly right of way of Shore Road to the northerly intersection of Agementicus Avenue; thence, southeasterly into the Atlantic Ocean; thence, southwesterly in said ocean rounding Cape Neddick to a point due east of the mouth of York River; thence, westerly via said river to Lilac Lane (State Route 103);

Thence, southwesterly to Seabury Road at a culvert 0.39 miles southeast of Southside Road; thence, northwesterly and northerly via the westerly right-of-way of Seabury Road to the intersection of Organug Road and Southside Road; thence, northwesterly in a straight line to a point on U.S. Route 1 (Ref utility pole #329/49) 0.81 miles southwesterly of its junction with State Route 91 (Berwick Road); thence, southerly via the east right-of-way of U.S. Route 1 to the York-Kittery town line; thence, northeasterly along the northerly right of way of US Route 1 to the intersection of Beech Ridge Road; thence, northwesterly along the southwesterly right of way of Beech Ridge Road to the intersection of Old McIntire Road; thence, southerly along the easterly right of way of Beech Ridge Road to the intersection of U.S. Route 1; thence, northeasterly along the northwesterly right of way of US Route 1 to a point 0.81 miles southwesterly of the junction of U.S. Route 1 and State Route 91 (reference utility pole #329/49); thence, northwesterly in a straight line to a point on State Route 91 (reference utility pole #J-59) 0.07 miles west of its junction with Gowen Lane (Inventory Road 5126); thence, northwesterly via the southwesterly right-of-way of State Route 91 to its junction with Scotland Bridge Road (Inventory Road #669); thence, southeasterly via the northeasterly right-of-way of State Route 91 to a point (reference utility pole #J-3, south side of road) 0.11 miles west of its junction with U.S. Route 1;

Thence, northeasterly to the westerly extremity of North Street; thence, northeasterly to the northerly extremity of Chases Pond Road (as terminated by construction of Interstate 95); thence, southeasterly to U.S. Route 1 at a point 0.10 miles north of York Street (US Route 1A), reference utility pole #6/J-275 east side of US Route 1; thence, northeasterly along the southeasterly right of way of US Route 1 to the intersection of U.S. Route 1 and

U.S. Route 1A (Main Street); thence, westerly crossing US Route 1; thence, northerly along the westerly right of way of US Route 1 to the intersection of U.S. Route 1 and Mountain Road (Argamenticus Road), the point of beginning.

**NOTE:** Bridges, if any, bisected by the State Maintenance Line are in the rural area.

<b>MAINE'S TRANSPORTATION SYSTEMS</b>
<a href="#">Community Services Homepage</a>
<a href="#">Maine Local Roads Center</a>
<a href="#">Local Road Assistance Program (LRAP)</a>
<a href="#">Municipal Sand and Salt Building Program</a>
<a href="#">Maine's Transportation System</a>
<a href="#">Highway Systems</a>
<a href="#">Classification of Highways</a>
<a href="#">Federal Urban Areas</a>
<a href="#">Public Road Mileage by County</a>
<a href="#">Route Number Designations</a>
<a href="#">State Urban Compact Municipalities</a>
<a href="#">General Information</a>
<a href="#">Adopt-A-Highway Program</a>
<a href="#">Maine's Labor and Private Equipment Rates</a>
<a href="#">Community Services Staff</a>

[Home](#) > [Maine's Transportation Systems](#) > **State Urban Compact Municipalities**

## State Urban Compact Municipalities

Urban Compact Municipalities are those in which the population according to the last United States census;

1. Exceeds 7,500 inhabitants, or
2. Is less than 7,500 inhabitants but more than 2,499 inhabitants, and in which the ratio of people whose place of employment is in a given municipality to employed people residing in that same municipality is 1.0 or greater, and when the municipality has not exercised the opt-out provision of this section.

**"Compact" or "Built-up sections"** means a section of the highway where structures are nearer than 200 feet apart for a distance of 1/4 of a mile, unless otherwise defined; reference [MRSA 23 sub-section 754](#), revised July 1, 1999.

Presently there are 47 State Urban Compact Municipalities. The data from the 2010 US Census created four additional towns (Ellsworth, Gray, Buxton, and Waterboro) that became compact on July 1, 2012 because of population numbers over 7500. Pursuant to state law, each of these 47 municipalities have [maintenance responsibilities within their defined compact areas](#).

To view the latest state urban compact boundary description, click on the municipality's name.

**The State Urban Compact areas that meet one of the two definitions noted above:**

- [Auburn \(PDF\)](#)
- [Bangor \(PDF\)](#)
- [Bliddeford \(PDF\)](#)
- [Brunswick \(PDF\)](#)
- [Caribou \(PDF\)](#)
- [Ellsworth \(PDF\)](#)
- [Freeport \(PDF\)](#)
- [Gorham \(PDF\)](#)
- [Kittery \(PDF\)](#)
- [Lisbon \(PDF\)](#)
- [Old Town \(PDF\)](#)
- [Portland \(Word\) \(PDF\)](#)
- [Rockland \(Word\) \(PDF\)](#)
- [Sanford \(Word\) \(PDF\)](#)
- [Skowhegan \(Word\) \(PDF\)](#)
- [Standish \(Word\) \(PDF\)](#)
- [Augusta \(Word\) \(PDF\)](#)
- [Bath \(PDF\)](#)
- [Brewer \(PDF\)](#)
- [Buxton \(PDF\)](#)
- [Cape Elizabeth \(PDF\)](#)
- [Falmouth \(PDF\)](#)
- [Gray \(PDF\)](#)
- [Kennebunk \(PDF\)](#)
- [Lewiston \(PDF\)](#)
- [Old Orchard Beach \(PDF\)](#)
- [Orono \(PDF\)](#)
- [Presque Isle \(Word\) \(PDF\)](#)
- [Saco \(Word\) \(PDF\)](#)
- [Scarborough \(Word\) \(PDF\)](#)
- [South Portland \(Word\) \(PDF\)](#)

### FREE DOCUMENT READERS

- [Adobe PDF Reader](#)
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If your web browser or screen reader cannot view the documents that are listed on this page, please visit the [Contact Page](#).

- Waterboro ([Word](#)) ([PDF](#))
- Westbrook ([Word](#)) ([PDF](#))
- Winslow ([Word](#)) ([PDF](#))
- York ([Word](#)) ([PDF](#))
- Topsham ([Word](#)) ([PDF](#))
- Waterville ([Word](#)) ([PDF](#))
- Wells ([Word](#)) ([PDF](#))
- Windham ([Word](#)) ([PDF](#))
- Yarmouth ([Word](#)) ([PDF](#))

**The State Urban Compact areas over 6,000 but less than 7,500 that did not have the opt-out option in 1999**

- Belfast ([PDF](#))
- Fairfield ([PDF](#))
- Farmington ([PDF](#))
- Gardiner ([PDF](#))
- Houlton ([PDF](#))
- Millinocket ([PDF](#))
- Rumford ([Word](#)) ([PDF](#))

**Winter Compact State Highway municipalities**

Any municipality eligible to be an urban compact municipality, that had compact area state highway winter maintenance responsibilities on January 1, 1999, and that has opted out of summer maintenance responsibilities. These municipalities have winter maintenance responsibilities on compact areas of state highways.

- Winter Compact Document ([Word](#)) ([PDF](#))
- Municipalities
  - Bar Harbor
  - Bridgton
  - Bucksport
  - Calais
  - Camden
  - Dexter
  - DoverFoxcroft
  - Fort Kent
  - Jay
  - Lincoln
  - Madawaska
  - Oxford
  - Pittsfield

**Urban Compact Areas vs Federal Urban Areas**

In comparing Urban Compact Areas in Maine to Federal Urban Areas, there is different criteria that defines the boundaries of each Area. All of the above-mentioned compact areas are also Federal Urban Areas except for the following towns which are NOT Federal Urban Areas: All 14 of the Winter Compact State Highway municipalities, Fairfield, Farmington, Kennebunk, Standish, Wells, and York.

**Urban Compact Areas vs Regional Service Centers**

In comparing Urban Compact Areas in Maine to Regional Service Centers, there are different criteria that defines each entity. All of the above-mentioned compact areas are also Regional Service Centers except for the following towns which are NOT Regional Service Centers: Cape Elizabeth, Falmouth, Gorham, Kennebunk, Lisbon, Standish, Wells,

	<p>Windham, Yarmouth, and York. In addition, all of the "winter compact-only" towns are Regional Service Centers except for Jay. Also, there are several Regional Service Centers which are NOT urban compact areas.</p> <p><b>Regional Service Centers</b></p> <p><u>Regional Service Centers</u> as defined by Maine State Planning Office.</p> <p>This page last updated on 5/1/14</p>	
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## Maine Revised Statutes

- ▼ [§754 PDF](#)
- ▼ [§754 MS-WORD](#)
- ▼ [STATUTE SEARCH](#)
- ◀ [CH. 13 CONTENTS](#)
- ◀ [TITLE 23 CONTENTS](#)
- ◀ [LIST OF TITLES](#)
- ▼ [DISCLAIMER](#)
- ◀ [MAINE LAW](#)
- ◀ [REVISOR'S OFFICE](#)
- ◀ [MAINE LEGISLATURE](#)

[§753-A](#)

Title 23:

[§801](#)

### TRANSPORTATION

#### Part 1: STATE HIGHWAY LAW

#### Chapter 13: CONSTRUCTION, MAINTENANCE AND REPAIRS

#### Subchapter 2: STATE HIGHWAYS

#### §754. Town maintenance in compact areas

**1. Jurisdiction.** Except as otherwise provided, all state and state aid highways within compact areas of urban compact municipalities, as defined in subsection 2, as determined by the department must be maintained in good repair by the town in which the highways are located at the expense of the town. Municipalities must be notified one year in advance of changes in compact or built-up sections that place additional maintenance responsibilities on the municipalities. Municipalities may waive the requirement of the one-year notice. When any town neglects to maintain the highways within 14 days after notice given its municipal officers by the department, the department may proceed to make necessary repairs to that way, which must be paid for by the State and the cost for the repairs must be withheld from funds due the town under the Local Road Assistance Program, established in chapter 19, subchapter 6. The amounts collected from these towns must be added to the fund for maintenance of state and state aid highways.

[ 2011, c. 652, §2 (AMD); 2011, c. 652, §14 (AFF) . ]

**2. Urban compact municipalities and compact areas; opt-out provision.** Urban compact municipalities and compact areas are defined as follows and may opt out in accordance with this subsection.

A. Compact areas are compact or built-up sections as defined in section 2 and include intermittent compact sections separated by short intervals that are not compact. The department may exclude from the compact area controlled access highways within compact sections. Compact areas may be designated only in urban compact municipalities. Compact areas on local roads, for the purposes of calculation of distributions pursuant to chapter 19, subchapter VI, are those road segments in urban compact municipalities lying within compact areas as documented by the department as of January 1, 1999. [1999, c. 473, Pt. C, §3 (NEW).]

B. Urban compact municipalities are those in which the population according to the last United States census exceeds 7,500 inhabitants. Urban compact municipalities are also those

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- ▶ [STATUTE SEARCH](#)

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- ◀ [CH. 13 CONTENTS](#)
- ◀ [TITLE 23 CONTENTS](#)
- ◀ [LIST OF TITLES](#)
- ▶ [DISCLAIMER](#)
- ◀ [MAINE LAW](#)
- ◀ [REVISOR'S OFFICE](#)
- ◀ [MAINE LEGISLATURE](#)

in which the population according to the last United States census is less than 7,500 inhabitants but more than 2,499 inhabitants, and in which the ratio of people whose place of employment is in a given municipality to employed people residing in that same municipality according to the last United States census is 1.0 or greater, and when the municipality has not exercised the opt-out provision of this section. [1999, c. 473, Pt. C, §3 (NEW).]

C. Municipalities may opt out as provided in this paragraph.

(1) Any municipality with a population less than 7,500 according to the most recent United States census and otherwise eligible to be an urban compact municipality, and with no compact area summer maintenance responsibilities as of January 1, 1999, may opt not to be an urban compact municipality and not to have a compact area, within one year of the effective date of this subparagraph, or within 6 months of notification under this section. A municipality that has made a decision to opt out may at a later date opt to become an urban compact municipality. A municipality that does not opt out may not at a later date do so, until or unless an intervening United States census makes the municipality ineligible under paragraph B. A municipality may not opt out of maintenance jurisdiction over roads upon an expansion of an established compact area. A municipality that is an urban compact municipality during one census period but does not meet the criteria of this section according to the subsequent United States census may continue to be an urban compact municipality.

(2) Any municipality eligible to be an urban compact municipality, that has compact area state highway winter maintenance responsibilities on January 1, 1999, and that has opted out of summer maintenance responsibilities shall continue winter maintenance responsibilities on compact areas of state highways. Any municipality eligible to be an urban compact municipality and that has no compact area state highway winter maintenance responsibilities on January 1, 1999, and that has opted out of summer maintenance responsibilities, may choose to undertake winter maintenance responsibilities on compact areas of state highways. In any case, the department and the municipality may negotiate winter maintenance responsibilities based on the most cost-effective routes and schedules for winter maintenance activities. These municipalities may not be urban compact municipalities, but must be reimbursed for winter maintenance on state highways pursuant to section 1803-B, subsection 1, paragraph B, subparagraph (1). Municipalities reimbursed for winter maintenance under this paragraph are not also

eligible for reimbursement for those same highway segments based on any other provision of law. [1999, c. 473, Pt. C, §3 (NEW).]

[ 1999, c. 473, Pt. C, §3 (NEW) .]

- ▼ [§754 PDF](#)
- ▼ [§754 MS-WORD](#)
- ▼ [STATUTE SEARCH](#)
- ◀ [CH. 13 CONTENTS](#)
- ◀ [TITLE 23 CONTENTS](#)
- ◀ [LIST OF TITLES](#)
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**3. Good condition upon transfer.** When the responsibility for maintenance of a section of state or state aid highway is to be transferred to a municipality as a result of population growth, as determined using the decennial United States census, or the municipality meets the definition of a compact or built-up section under section 2, and when the municipality is not eligible to opt out of summer maintenance pursuant to subsection 2, paragraph C, the department shall prepare a capital and maintenance plan to ensure that the section of state or state aid highway is in good repair at the time of transfer. The plan must be developed in consultation with the affected municipality. For the purpose of this subsection, "good repair" means actions intended to reasonably avoid nonroutine maintenance activities for a minimum of 10 years and includes consideration of ditching, culverts, major structural defects and pavement condition ratings of 3.3 or higher as determined by the department.

[ 2007, c. 417, §1 (AMD) .]

SECTION HISTORY

1971, c. 593, §22 (AMD). 1975, c. 133, (AMD). 1981, c. 492, SC6 (AMD). 1981, c. 588, §1 (AMD). 1989, c. 46, §2 (AMD). 1997, c. 539, §1 (AMD). 1997, c. 539, §2 (AFF). 1999, c. 473, SC3 (RPR). 2007, c. 417, §1 (AMD). 2011, c. 652, §2 (AMD). 2011, c. 652, §14 (AFF).

*Data for this page extracted on 10/06/2014 09:03:15.*

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Office of the Revisor of Statutes

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State House Room 108  
Augusta, Maine 04333-0007



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- [Community Services Homepage](#)
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- [Local Road Assistance Program \(LRAP\)](#)
- [Municipal Sand and Salt Building Program](#)
- [Maine's Transportation System](#)
  - [Highway Systems](#)
  - [Classification of Highways](#)
  - [Federal Urban Areas](#)
  - [Public Road Mileage by County](#)
  - [Route Number Designations](#)
  - [State Urban Compact Municipalities](#)
    - [State vs Municipal Maintenance Responsibilities on State and State Aid Highways](#)
  - [General Information](#)
- [Adopt-A-Highway Program](#)
- [Maine's Labor and Private Equipment Rates](#)
- [Community Services Staff](#)

[Home](#) > [Maine's Transportation Systems](#) > [State Urban Compact Municipalities](#) > **State vs Municipal Maintenance Responsibilities on State and State Aid Highways**

## Urban Compact Areas: State vs Municipal Maintenance Responsibilities on State and State Aid Highways

### Town Maintenance in Compact Areas, State Statute and Definitions

- [Title 23 § 754](#): Jurisdiction-- all state and state aid highways within compact areas of urban compact municipalities, as defined in [subsection 2](#), as determined by the department must be maintained in good repair by the town in which the highways are located at the expense of the town.
- [Per 23 § 2](#): the definition of "highway" means all of the right-of-way that may have been laid out by the State, county or town.

### Municipal Urban Maintenance Duties

- Winter snow & ice control
- Pothole repair
- Pavement markings per MUTCD (centerline, arrows, words, symbols, crosswalks and edgeline (if any))
- Traffic Signs per MUTCD (regulatory, warning, and advisory)
- Ditching
- Driveway and cross culvert cleaning, repair, and replacement
- Catch basin cleaning and repair
- Surface treatments i.e. sand seals, chip seals, crack sealing, asphalt shimming, thin overlays (typically less than 1 inch thick and do not improve strength)
- Traffic signal maintenance
- Guardrail installation or repair
- RR signs and pavement markings
- Brush cutting, erosion control, mowing, herbicide application
- Tree pruning or removal
- Retaining walls
- Sidewalk maintenance
- Dust control, street sweeping

### MaineDOT Maintenance Duties

- Route and destination signs
- Bridge and minor span maintenance
- Speed Limit signs on state or state aid highways when first installed or when changed due to recent DOT review

This page last updated on 11/7/13

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
2	44	R.AVERY	P-6	0.08	DUCK LANE
3	44	R.AVERY	P-6	0.31	FLINTROCK DR
4	44	R.AVERY	P-6	0.23	GREENACRE DRIVE
5	44	R.AVERY	P-6	0.18	HARBOUR HILL RD
6	44	R.AVERY	P-6	0.55	MALLARD DR
7	44	R.AVERY	P-6	0.5	MIDDLE SCHOOL
8	44	R.AVERY	P-6	0.15	OLD SEABURY RD
9	44	R.AVERY	P-6	0.36	ORCHARD FARM RD
10	44	R.AVERY	P-6	0.06	ORGANUG LANE
11	44	R.AVERY	P-6	0.09	PHEASANT CRT
12	44	R.AVERY	P-6	0.08	QUAIL CRT
13	44	R.AVERY	P-6	0.08	SEAHAWK LANE
14	44	R.AVERY	P-6	0.12	SNOWBIRD LANE
15	44	R.AVERY	P-6	0.36	WINTERBROOK DR
16	44	R.AVERY	P-6	0.15	WOODCOCK LN
17	44	***	P-6	<b>3.3</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
18	GMC	R. COITE	P-3	0.11	ALDIS LN
19	GMC	R. COITE	P-3	0.13	ANGEL AVE
20	GMC	R. COITE	P-3	0.19	BAYVIEW AVE
21	GMC	R. COITE	P-3	0.2	EASTERN POINT RD
22	GMC	R. COITE	P-3	0.13	GRANT LN
23	GMC	R. COITE	P-3	0.16	HARMON PARK RD
24	GMC	R. COITE	P-3	0.23	LOBSTER COVE RD
25	GMC	R. COITE	P-3	0.14	MILBURY LN
26	GMC	R. COITE	P-3	0.1	ORCHARD LN
27	GMC	R. COITE	P-3	0.1	PINEFIELD RD
28	GMC	R. COITE	P-3	0.18	SENTRY HILL TRAIL
29	GMC	R. COITE	P-3	0.11	STARBIRD LN
30	GMC	R. COITE	P-3	0.11	WILD GOOSE LN
31	GMC	R. COITE	P-3	0.08	WILD ROSE LN
32	GMC	***	P-3	<b>1.97</b>	<b>TOTAL ***</b>

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
33	55	A. COVEL	H-11	3.74	CHASES POND RD
34	55	A. COVEL	H-11	0.15	CORN SWAMP RD
35	55	A. COVEL	H-11	0.13	ELIZABETH LANE
36	55	A. COVEL	H-11	1.06	GREENLEAF PARSONS RD
37	55	A. COVEL	H-11	1.52	MOUNTAIN RD (JCT CHASES POND RD TO RT 1)
38	55	A. COVEL	H-11	0.11	NETHERBY LANE
39	55	A. COVEL	H-11	0.19	OLD CHASES POND RD
40	55	A. COVEL	H-11	0.3	OLD EAST SCITUATE RD
41	55	A. COVEL	H-11	0.63	PERKINS DR
42	55	A. COVEL	H-11	0.3	PERKINS COURT
43	GMC	J. MATTHEWS	H-18	0.23	PREBBLE LN
44	55	A. COVEL	H-11	1.53	SCITUATE RD (NORTH FROM SUNRISE TERR.)
45	55	A. COVEL	H-11	0.34	SEWALLS PASTURE RD
46	55	A. COVEL	H-11	0.28	SNOWDIN RIDGE
47	55	A. COVEL	H-11	0.15	SUNNYCREST DR
48	55	A. COVEL	H-11	0.66	SUNRISE TERRACE
49	55	A. COVEL	H-11	0.22	TEE PEE LN
50	***	***	H-11	<b>11.54</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
51	46	J. DUBE	H-8	2.31	BIRCH HILL RD
52	46	J. DUBE	H-8	0.72	BRIXHAM RD
53	46	J. DUBE	H-8	3.55	CIDER HILL RD (RT 91) SCOTLAND BRIDGE RD TO YORK SHORES DR.
54	46	J. DUBE	H-8	0.5	DAVID DR
55	46	J. DUBE	H-8	0.38	FROST HILL RD
56	46	J. DUBE	H-8	0.34	HEMLOCK RIDGE RD
57	46	J. DUBE	H-8	0.28	HIGH PINE RD
58	46	J. DUBE	H-8	0.31	LEAVITT FARM LN
59	46	J. DUBE	H-8	2.56	MILL LANE AND BELL MARSH RD
60	46	J. DUBE	H-8	0.57	PAYNETON HILL RD
61	46	J. DUBE	H-8	0.51	WITCHTROT RD
62	46	J. DUBE	H-8	0.15	YORK POND RD
63	46	J. DUBE	H-8	0.29	YORK SHORES DR
64	***	****	H-8	12.47	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
65	49	R. EARLE	H-10	0.44	ABBAY RD
66	49	R. EARLE	H-10	0.78	AIRPORT DR
67	49	R. EARLE	H-10	0.1	AIRPORT DR EXT
68	49	R. EARLE	H-10	0.57	BROADWAY
69	49	R. EARLE	H-10	0.08	CHURCH ST EXT. [ TOWN PORTION ]
70	49	R. EARLE	H-10	0.58	CLARK RD
71	49	R. EARLE	H-10	1.36	NUBBLE RD
72	49	R. EARLE	H-10	0.49	OLD COUNTY RD
73	49	R. EARLE	H-10	1.05	RIVER RD
74	49	R. EARLE	H-10	0.38	RIVERSEDGE DR
75	49	R. EARLE	H-10	3.48	RT 1A [LONG SANDS RD TO RT 1 CAPE NEDDICK)
76	***	***	H-10	<b>9.31</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
77	43	E.GOVE	H-12	0.35	ALGONQUIN DR
78	43	E.GOVE	H-12	1.61	CLAY HILL RD (MTN RD TO NORTH VILLAGE )
79	43	E.GOVE	H-12	0.55	GROUNDNUT HILL RD
80	43	E.GOVE	H-12	2.47	JOSIAH NORTON RD
81	43	E.GOVE	H-12	2.79	MOUNTAIN RD (JCT CHASES POND RD TO DIRT)
82	43	E.GOVE	H-12	2	NORTH VILLAGE RD
83	43	E.GOVE	H-12	1.85	ALGONQUIN RD (SOUTH BERWICK LINE TO ALGONQUIN LINE)
84	GMC	J. MATTHEWS	H-18	0.17	ELLIS LN
85	GMC	J. MATTHEWS	H-18	0.2	MOULTON FARM LN
86	GMC	J. MATTHEWS	H-18	0.53	OLD MOUNTAIN RD
87	GMC	J. MATTHEWS	H-18	0.04	RAMSDELL LN
88	GMC	J.MATTHEWS	H-18	0.06	STORAGE SHED RD
89	***	***	H-12	<b>11.68</b>	<b>TOTAL ***</b>

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
90	48	N. HANSON	H-30	0.58	DONICA RD
91	48	N. HANSON	H-30	0.17	GEORGIA ST
92	48	N. HANSON	H-30	0.17	GEORGIANNA WAY
93	48	N. HANSON	H-30	0.17	HILL TOP DRIVE
94	48	N. HANSON	H-30	0.39	INDIAN TRAIL
95	48	N. HANSON	H-30	0.8	LINDSEY RD
96	48	N. HANSON	H-30	1.52	LONG SANDS RD
97	48	N. HANSON	H-30	0.18	MOULTON LN
98	48	N. HANSON	H-30	0.56	NEW TOWN RD
99	48	N. HANSON	H-30	0.08	NORTH ST
100	47	N. HANSON	H-30	0.91	ORGANUG RD
101	48	N. HANSON	H-30	0.31	PLAISTED RD
102	48	N. HANSON	H-30	1.37	RAYDON RD & RAYDON RD EXT
103	48	N. HANSON	H-30	0.2	SENIOR CITIZENS DR
104	48	N. HANSON	H-30	0.08	SOUTH ST
105	48	N. HANSON	H-30	0.32	VILLAGE ELEMENTARY SCHOOL (FRONT PORTION)
106	48	N. HANSON	H-30	1.03	WOODBIDGE RD
107	48	N. HANSON	H-30	1.33	YORK ST [ RT1 TO RT 103]
108	***	***	H-30	<b>10.17</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
109	59	J. HYOTTE	H-16	0.6	AGAMENTICUS AVE
110	59	J. HYOTTE	H-16	2	CLAY HILL RD (NORTH VILLAGE RD TO OGONQUIT LINE)
111	59	J. HYOTTE	H-16	1.77	LOGGING RD
112	59	J. HYOTTE	H-16	0.15	PETER WEARE RD
113	59	J. HYOTTE	H-16	2.13	PINE HILL RD
114	59	J. HYOTTE	H-16	0.39	PINE HILL RD NORTH
115	59	J. HYOTTE	H-16	0.4	PINE HILL RD SOUTH
116	59	J. HYOTTE	H-16	4.2	SHORE RD [JCT 1A TO PINE HILL S.]
117	59	J. HYOTTE	H-16	0.25	STONEY BROOK
118	59	J. HYOTTE	H-16	0.16	WHIPPOORWILL RIDGE RD
119	***	***	H-16	<b>12.05</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
120	54	G.KASBOHM	H-35	0.16	ATLANTIC AVE
121	54	G.KASBOHM	H-35	0.27	BAY HAVEN
122	54	G.KASBOHM	H-35	0.17	BEACH ST
123	54	G.KASBOHM	H-35	0.06	BELMONT AVE
124	54	G.KASBOHM	H-35	0.04	COUNTY RD [GOLDENROD]
125	54	G.KASBOHM	H-35	0.13	CROSS ST
126	54	G.KASBOHM	H-35	0.56	FREEMAN ST
127	54	G.KASBOHM	H-35	0.1	HIGH ST
128	54	G.KASBOHM	H-35	0.13	HUTCHINS LANE
129	54	G.KASBOHM	H-35	0.07	MICLEAN ST
130	54	G.KASBOHM	H-35	0.08	NEWPORT AVE
131	54	G.KASBOHM	H-35	0.08	NORWOOD AVE
132	54	G.KASBOHM	H-35	0.04	PARKING LOT ACROSS FROM BEACH FIRE
133	54	G.KASBOHM	H-35	0.04	POLICE STATION
134	54	G.KASBOHM	H-35	0.1	SEABERRY LN.
135	54	G.KASBOHM	H-35	0.02	YORK BEACH FIRE STATION
136	***	***	H-35	<b>2.05</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
137	51	D KINGSBURY	H-9	0.52	BLUESTONE LN
138	51	D KINGSBURY	H-9	0.22	CANDLEWOOD DR
139	51	D KINGSBURY	H-9	0.25	CHICKADEE DR
140	51	D.KINGSBURY	H-9	0.22	CHURCH ST
141	51	D KINGSBURY	H-9	0.36	DEAN RD
142	51	D KINGSBURY	H-9	0.11	EARLINE CIRCLE
143	51	D KINGSBURY	H-9	0.1	EGRET CIRCLE
144	51	D KINGSBURY	H-9	0.07	FIELDSTONE DR
145	51	D KINGSBURY	H-9	0.79	FIELDSTONE ESTATES
146	51	D KINGSBURY	H-9	0.26	GRAYSTONE LN
147	51	D KINGSBURY	H-9	0.17	GUNNISON RD
148	51	D KINGSBURY	H-9	0.17	HERON DR
149	51	D KINGSBURY	H-9	0.1	KESTREL CIR
150	51	D KINGSBURY	H-9	0.11	LITTLE RIVER DR
151	51	D KINGSBURY	H-9	0.68	MEADOWLARK DRIVE
152	51	D KINGSBURY	H-9	0.17	NIGHTHAWK DRIVE
153	51	D KINGSBURY	H-9	1.02	OLD POST RD
154	51	D.KINGSBURY	H-9	0.42	OSPREY LN
155	51	D KINGSBURY	H-9	0.15	RAILROAD AVE
156	51	D KINGSBURY	H-9	2.28	RIDGE RD
157	51	D KINGSBURY	H-9	0.31	SPARROW LANE
158	51	D KINGSBURY	H-9	0.14	SQUIRE LN
159	51	D.KINGSBURY	H-9	0.33	STYLES LN
160	51	D.KINGSBURY	H-9	0.39	TALL PINES
161	***	***	H-9	<b>9.34</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
162	47	K LEWIS	H-13	0.95	BRAVE BOAT HARBOR RD
163	47	K LEWIS	H-13	0.17	DEACON DR
164	47	K LEWIS	H-13	0.56	GODFREY COVE RD
165	47	K LEWIS	H-13	0.42	HARRIS ISLAND RD
166	47	K LEWIS	H-13	0.48	HIGH ROCK RD
167	47	K LEWIS	H-13	0.55	PEPPERALL WAY
168	47	K LEWIS	H-13	1.19	RAYNES NECK RD
169	47	K LEWIS	H-13	2.3	RT 103 (FROM 1A TO PAINE RD)
170	47	K LEWIS	H-13	1	SEABURY RD
171	47	K. LEWIS	H-13	0.1	SEATRUMPIT
172	47	K LEWIS	H-13	0.47	WESTERN POINT RD
173	47	K LEWIS	H-13	2.18	YORK ST (103 TO LONG SANDS RD)
174	***	***	H-13	<b>10.37</b>	<b>TOTAL ***</b>

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
175	69	DANA MOUNTON	H-34	0.17	AVON AVE
176	69	MOUNTON	H-34	0.21	AXHOLM RD
177	69	MOUNTON	H-34	0.3	BOBAN ST
178	69	MOUNTON	H-34	0.08	CAMDEN AVE
179	69	MOUNTON	H-34	0.1	CLARK LN
180	69	MOUNTON	H-34	0.25	CRES SCHOOL
181	69	MOUNTON	H-34	0.52	DARCY RD
182	69	MOUNTON	H-34	0.45	ELDREDGE RD
183	69	MOUNTON	H-34	0.09	ELM DR
184	69	MOUNTON	H-34	0.27	EUREKA AVE
185	69	MOUNTON	H-34	0.36	FERNALD AVE
186	69	MOUNTON	H-34	0.39	FERNCROFT AVE
187	69	MOUNTON	H-34	0.35	FIELD AVE
188	69	MOUNTON	H-34	0.27	GARRISON AVE
189	69	MOUNTON	H-34	0.26	GLENN LN
190	69	MOUNTON	H-34	0.12	HARBOR BEACH RD
191	69	MOUNTON	H-34	0.13	HUCKINS AVE
192	69	MOUNTON	H-34	0.69	NORWOOD FARMS RD
193	69	MOUNTON	H-34	0.2	ROARING ROCK RD
194	69	MOUNTON	H-34	0.24	SCOTT AVE
195	69	MOUNTON	H-34	0.51	SENTRY HILL RD
196	69	MOUNTON	H-34	0.24	SHERU LANE
197	69	MOUNTON	H-34	0.09	SIMPSON LN
198	69	MOUNTON	H-34	0.4	STAGENECK RD
199	69	MOUNTON	H-34	0.19	TALL OAKS DR
200	69	MOUNTON	H-34	0.1	VARRELL LN
201	69	MOUNTON	H-34	0.27	WAVECREST CIRCLE
202	69	MOUNTON	H-34	0.07	WAVECREST DR
203	69	MOUNTON	H-34	0.42	WEBBER RD
204	69	MOUNTON	H-34	0.03	WILLIAMS AVE
205	69	MOUNTON	H-34	0.07	YOUNGS LN
206	***	***	H-34	7.84	TOTAL ***

2/6/2015

14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
207	57	D.MOULTON	H-5	1	HIGH SCHOOL [DURING STORM ALL ACCESS ROADS] AWAY FROM CURBED SIDEWALK. AT END ALL OTHER AREAS
208	57	D.MOULTON	H-5		MISC SIDEWALKS WITH WING
209	***	***	H-5		<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
210	4X4	J.MOULTON	P-5	0.38	BARREL LN
211	4X4	J.MOULTON	P-5	0.17	BARREL LN EXT
212	4X4	J.MOULTON	P-5	0.32	CEMETARY RD
213	4X4	J.MOULTON	P-5	0.3	LIBRARY AND BEHIND RICKS
214	4X4	J.MOULTON	P-5		MIDDLE SCHOOL (ASSIST)
215	4X4	J.MOULTON	P-5	0.12	SUMMIT LN
216	4X4	J.MOULTON	P-5	0.25	TOWN HALL AND PARISH LN
217	4X4	J.MOULTON	P-5	0.1	TOWN WARF PARKING LOT
218	4X4	J.MOULTON	P-5	0.23	VES SCHOOL (BEHIND SCHOOL)
219	4X4	J.MOULTON	P-5	0.05	VILLAGE FIRE (FRONT AND REAR)
220	4X4	J.MOULTON	P-5	0.03	WILLIAMS AVE
221	4X4	***	P-5	1.95	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
222	53	J. McINTIRE	H-32	0.2	BASS COVE LANE
223	53	J. McINTIRE	H-32	0.23	COLBY TURNER'S
224	53	J. McINTIRE	H-32	0.23	FERRY LN NORTH
225	53	J. McINTIRE	H-32	0.19	GOWEN LN
226	53	J. McINTIRE	H-32	0.05	JIM MCINTIRE RD
227	53	J. McINTIRE	H-32	0.27	KINGSBURY LN
228	53	J. McINTIRE	H-32	0.22	MAJOR MCINTIRE RD
229	53	J. McINTIRE	H-32	0.05	MCINTYRE RD
230	53	J. McINTIRE	H-32	0.15	OLD MCINTIRE RD
231	53	J. McINTIRE	H-32	0.31	PUDDING LN
232	53	J. McINTIRE	H-32	0.32	TIDEMEADOW LANE
233	***	***	H-32	<b>2.22</b>	<b>TOTAL ***</b>

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
234	4X4	S.REIMALS	H-31	0.2	ACORN ST
235	4X4	S.REIMALS	H-31	0.18	BANK RD
236	4X4	S.REIMALS	H-31	0.12	BAY ST
237	4X4	S.REIMALS	H-31		BEACH GARAGE
238	4X4	S.REIMALS	H-31	0.34	BEACON ST
239	4X4	S.REIMALS	H-31	0.07	BOWDEN RD
240	4X4	S.REIMALS	H-31	0.11	BROADWAY EXT
241	4X4	S.REIMALS	H-31	0.38	CYCAD AVE
242	4X4	S.REIMALS	H-31	0.09	DOVER BLUFF
243	4X4	S.REIMALS	H-31	0.1	FOURTH AVE
244	4X4	S.REIMALS	H-31	0.05	FRANKLIN ST
245	4X4	S.REIMALS	H-31	0.04	HAWK ST
246	4X4	S.REIMALS	H-31	0.07	KENDALL RD
247	4X4	S.REIMALS	H-31	0.07	MARIETTA AVE
248	4X4	S.REIMALS	H-31	0.31	MITCHELL RD [STOP AT STONE PILLARS]
249	4X4	S.REIMALS	H-31	0.09	MOSLEY RD
250	4X4	S.REIMALS	H-31	0.17	NORTON AVE
251	4X4	S.REIMALS	H-31	0.49	OCEAN AVE EXT
252	4X4	S.REIMALS	H-31	0.11	OCEANSIDE AVE
253	4X4	S.REIMALS	H-31	0.11	OCEANSIDE AVE EAST
254	4X4	S.REIMALS	H-31	0.15	RESERVE ST
255	4X4	S.REIMALS	H-31	0.1	ROGERS RD
256	4X4	S.REIMALS	H-31	0.09	SANDCASTLE CIRCLE
257	4X4	S.REIMALS	H-31	0.09	SHELTON AVE
258	4X4	S.REIMALS	H-31	0.16	SEAMIST LN
259	4X4	S.REIMALS	H-31	0.17	SOHIER PARK
260	4X4	S.REIMALS	H-31	0.07	WILLOW AVE
261	***	***	H-31	<b>3.93</b>	<b>TOTAL ***</b>

2/6/2015

## 14-15 PLOW RTS (2)

2:02 PM

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
262	45	G. THOMPSON	H-19	1.06	BARLETT RD
263	45	G. THOMPSON	H-19	1	BEECH RIDGE RD TO SCOTLAND BRIDGE RD
264	45	G. THOMPSON	H-19	0.46	BETTY WELCH RD
265	45	G. THOMPSON	H-19	0.37	BRICKYARD COURT
266	45	G. THOMPSON	H-19	0.13	BRICKYARD LANE
267	45	G. THOMPSON	H-19	0.87	CARRIE LYN LANE
268	45	G. THOMPSON	H-19	0.18	CREATION LN
269	45	G. THOMPSON	H-19	0.24	DEER RUN
270	45	G. THOMPSON	H-19	0.33	FERRY LN SOUTH
271	45	G. THOMPSON	H-19	0.27	FOXTAIL DR
272	45	G. THOMPSON	H-19	0.47	JEFFERY DR
273	45	G. THOMPSON	H-19	0.24	KIMBALL FARM LANE
274	45	G. THOMPSON	H-19	0.15	OLD BEECH RIDGE ROAD
275	45	G. THOMPSON	H-19	0.14	PINE RIDGE LOOP
276	45	G. THOMPSON	H-19	0.17	RIVER BEND RD
277	45	G. THOMPSON	H-19	0.25	RIVER MEADOW LN
278	45	G. THOMPSON	H-19	0.7	RIVERWOOD DR
279	45	G. THOMPSON	H-19	0.64	SALT WATER DR
280	45	G. THOMPSON	H-19	2.02	SOUTHSIDE RD
281	45	G. THOMPSON	H-19	0.9	WOODSIDE MEADOW
282	***	***	H-19	<b>10.59</b>	<b>TOTAL ***</b>

	A	B	C	D	E
1	Unit	Driver	Radio	MILE S	ROAD NAME
283	50	J.WOODWARD	H-14	1.25	BEECH RIDGE RD (SCOTLAND BRIDGE RD TO BIRCH HILL RD)
284	50	J.WOODWARD	H-14	1.39	BOG RD
285	50	J.WOODWARD	H-14	2.14	CIDER HILL RD RT1 TO SCOTLAND BRIDGE RD.
286	50	J.WOODWARD	H-14	0.08	EDWARD CIRCLE
287	50	J.WOODWARD	H-14	1.6	FALL MILL RD & FALL MILL EXT
288	50	J.WOODWARD	H-14	0.11	HEATHER RD
289	50	J.WOODWARD	H-14	0.18	HICKORY MEADOWS
290	50	J.WOODWARD	H-14	0.07	KEITH RD
291	50	J.WOODWARD	H-14	0.13	MALCOLM DR
292	50	J.WOODWARD	H-14	0.23	MICHAEL DR
293	50	J.WOODWARD	H-14	0.19	OLD MAST RD
294	50	J.WOODWARD	H-14	0.23	PINECREST DR
295	50	J.WOODWARD	H-14	1	SCITUATE RD (LOWER END TO SUNRISE TERR)
296	50	J.WOODWARD	H-14	1.22	SCOTLAND BRIDGE RD
297	50	J.WOODWARD	H-14	0.2	TARTON RD
298	50	J.WOODWARD	H-14	0.08	THISTLE RD
299	***	***	H-14	10.1	<b>TOTAL ***</b>
300					
301					
302					
303					
304					
305					
306					

**COMPARING RELEVANT PUBLIC WORKS INFORMATION WITH SIMILAR MUNICIPALITIES IN MAINE**

MUNICIPALITY	COUNTY	2014 STATE		2010	DPW TOTAL		TOWN ROAD		COST/POP	MILE/FTE
		VALUATION	SQUARE MILES		POPULATION	BUDGET FY15	LANE MILES	COST/LANE MILE		
YORK	York	\$ 3,885,750,000	55.6	12,529	\$4,788,364	17	272	\$17,604	\$382	16
SCARBOROUGH	Cumberland	\$ 3,579,450,000	47.72	18,919	\$6,020,087	22	350	\$17,200	\$318	16
SOUTH PORTLAND	Cumberland	\$ 3,537,700,000	12.08	25,002	\$4,039,989				\$162	#DIV/0!
WELLS	York	\$ 2,773,550,000	57.09	9,589					\$0	#DIV/0!
FALMOUTH	Cumberland	\$ 2,253,889,200		11,185	\$1,914,233	11	90	\$21,269	\$171	8
BRUNSWICK	Cumberland	\$ 2,026,250,000	47.28	20,287					\$0	#DIV/0!
SACO	York	\$ 2,001,150,000	38.89	18,482		39			\$0	0
CAPE ELIZABETH	Cumberland	\$ 1,652,255,600		9,015	\$1,128,969	9	124	\$9,105	\$125	14

**Option 3 - Costs associated with Contracting out Plowing**

	Proposed Budget FY16	Projected Budget FY17	Projected Budget FY18	Projected Budget FY19	Projected Budget FY20
<b>General Highway</b>					
Salaries	0	0	0	0	0
FICA	0	0	0	0	0
Retirement	0	0	0	0	0
Health Benefits	0	0	0	0	0
<b>Total Salaries and Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Fuel/Gas	2,730	2,785	2,786	2,841	2,898
Contracts	9,360	9,547	9,548	9,739	9,934
Repairs & Maintenance - Equip	5,499	5,609	5,610	5,722	5,837
Training	0	0	1	1	1
Signal Maintenance	663	676	677	691	705
Supplies	1,248	1,273	1,274	1,299	1,325
Culverts/Catch Basins	2,496	2,546	2,547	2,598	2,650
Sand/Gravel	4,680	4,774	4,775	4,870	4,968
Signs/Street Markers	3,510	3,580	3,581	3,653	3,726
Hot Top/Cold Patch	1,404	1,432	1,433	1,462	1,491
Uniforms	0	0	1	1	1
<b>Total Non-Salary Expenditures</b>	<b>31,590</b>	<b>32,222</b>	<b>32,233</b>	<b>32,878</b>	<b>33,535</b>
Transfer in from Reserves/Misc Revenues					
<b>Total Operating Expenditures</b>	<b>31,590</b>	<b>32,222</b>	<b>32,233</b>	<b>32,878</b>	<b>33,535</b>
<b>Total General Highway Appropriation</b>	<b>31,590</b>	<b>32,222</b>	<b>32,233</b>	<b>32,878</b>	<b>33,535</b>

Position	Salary	FICA	Retirement
NEW 1	0	0	0
NEW 2	0	0	0
	0	0	0

	Proposed Budget FY16	Projected Budget FY17	Projected Budget FY18	Projected Budget FY19	Projected Budget FY20
<b>Winter Maintenance</b>					
Salaries	0	0	0	0	0
FICA	0	0	0	0	0
Retirement	0	0	0	0	0
Health Benefits	0	0	0	0	0
<b>Total Salaries and Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Utilities/Services	0	0	1	1	1
Telephone	0	0	1	1	1
Fuel/Gas	0	0	1	1	1
Training	0	0	1	1	1
Contracts	1,560	1,591	1,592	1,624	1,657
Repairs & Maintenance - Equipment	4,680	4,774	4,775	4,870	4,968
Hired Equipment	160,000	168,000	168,001	176,401	185,221
Supplies	819	835	836	853	870
D Icing Materials	23,400	23,868	23,869	24,346	24,833
Uniforms	0	0	1	1	1
<b>Total Non-Salary Expenditures</b>	<b>190,459</b>	<b>199,068</b>	<b>199,078</b>	<b>208,100</b>	<b>217,554</b>
Misc Revenue					
<b>Total Winter Maintenance Appropriation</b>	<b>190,459</b>	<b>199,068</b>	<b>199,078</b>	<b>208,100</b>	<b>217,554</b>

Position	Salary	FICA	Retirement
New 1	0	0	0
New 2	0	0	0
Overtime	0		
	0	0	0

**Total US Route 1 Appropriation      \$222,049    \$231,290    \$231,311    \$240,978    \$251,089**

**Service & Construction**

**Snowplowing and Ice Control**

**U.S. Route 1**

**Arundel**

Beginning at the Arundel Kennebunk town line and extending in a northerly direction to the Arundel/Biddeford town line for a total distance of 4.31 centerline miles (8.6 Lane Miles).

**2012**

Section(s) of Highway: **Section No. R1-1101P1**

**MAINTENANCE & OPERATIONS**

**STATE PROJECT**

## BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
  - a. A copy of the Notice to Contractors
  - b. the completed Acknowledgement of Bid Amendments form
  - c. the completed and signed Bid for Snow Plowing and Ice Control form
  - d. two (2) copies of the completed and signed Contract for Snow Plowing and Ice Control form
  - e. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
  - Bid Enclosed - Do Not Open
  - Title:
  - Town:
  - Date of Bid Opening:
  - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

**The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at [patrick.corum@maine.gov](mailto:patrick.corum@maine.gov) , Rebecca Snowden at [rebecca.snowden@maine.gov](mailto:rebecca.snowden@maine.gov) or Diane Barnes at [diane.barnes@maine.gov](mailto:diane.barnes@maine.gov).**

# NOTICE

## Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.



September 14, 2007

### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –  
<http://www.maine.gov/purchases/venbid/index.shtml>

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS**

Sealed bids, endorsed on the wrapper, "Bids for SNOW PLOWING AND ICE CONTROL, ARUNDEL" on the section of highway listed below will be received by the Maine Department of Transportation at the Reception Desk located in the Maine DOT Building, Capitol Street, Augusta, Maine until 11:00 a.m., October 10, 2012 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

**Section(s) of Highway: R1-1101P1:**

U.S. Route 1, beginning at the Arundel Kennebunk town line (RLM 26.70) and extending in a northerly direction to the Arundel/Biddeford town line (RLM 31.01) for a total distance of 4.31 centerline miles (8.6 Lane Miles).

The initial term of this contract is for three years, beginning November 1 and ending May 1 of each year, beginning on November 1, 2012 and ending on May 1, 2015. The contract term may be extended for up to three additional years on the same terms by mutual agreement as provided by the Contract.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Brian Burne at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Contract Bid Books, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

**There will be no bid bonds, performance bonds or payment bond required.**

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

The Department reserves the right to reject any bid.

Augusta, Maine  
September 19, 2012



BRIAN BURNE  
Highway Maintenance Engineer  
Bureau of Maintenance & Operations

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

# BID FOR SNOW PLOWING & ICE CONTROL

## BIDDER INFORMATION

Bidder: \_\_\_\_\_

_____	_____
Bidder Name	Bidder Contact Person
_____	_____
Bidder Street Address or P.O. Box	Bidder Telephone Number
_____	_____
Bidder City, State, ZIP	Bidder Tax I.D. # (Vendor Customer Number)
_____	
Bidder Email address	

The Bidder is organized under the laws of the State of  Maine  Other [check one]  
(State, if Other: \_\_\_\_\_) as the following type of business organization.

- ( ) individual                      ( ) corporation                      ( ) partnership  
( ) limited liability company      ( ) joint venture                      ( ) other: \_\_\_\_\_

## OFFER

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Contract for Snow Removal (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire section (s) of highway listed below:

### Section No. R1-1101P1:

**U.S. Route 1, beginning at the Arundel Kennebunk town line (RLM 26.70) and extending in a northerly direction to the Arundel/Biddeford town line (RLM 31.01) for a total distance of 4.31 centerline miles (8.6 Lane Miles).**

The work shall be accomplished using anti-icing strategies, which consist of using calibrated equipment to spread salt early in the storm, and as necessary throughout, to prevent snow and ice from bonding to the pavement. Winter sand is used on occasion to address spot locations and to treat the roads when pavement temperatures are below 15 degrees F.

The Bidder offers to do this work, for the initial year of the contract, for the Base Lump Sum price of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
(lump sum price in words) (lump sum price in numerals)

This price is the total price for the entire highway section, for the first season of the Contract. Each additional season will be at a rate equal to the Base Lump Sum price, plus an annual escalation factor as specified in the Contract.

The Bidder further offers and agrees that the equipment described below will be available for this work, plus any additional equipment that may be necessary to perform this contract. Please list year, make, model and size of trucks and loaders, size and type of plows, and size and type of spreader equipment below. Use a separate sheet as necessary.

Remarks concerning above equipment:

**Sand and Salt Storage:**

The sand and salt used in the course of performing the work required by the Contract is proposed to be stored at the following location:

Town: \_\_\_\_\_

Street address: \_\_\_\_\_

This location  IS  IS NOT a site that is presently approved by the Maine D.E.P.

This location  HAS  DOES NOT HAVE indoor storage for all sand and salt materials.

As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed and signed Bid for Snow Plowing and Ice Control form, two copies of the completed and signed Contract for Snow Plowing and Ice Control form and any other Certifications or Bid Requirements listed in the Bid Book.”

By signing below, the Bidder (1) represents that the Bidder has examined the “Contract for Snow Plowing & Ice Control”, all documents referenced in said Contract, and the section of highway referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, and (3) agrees to perform the work in strict accordance with the terms and conditions of the Contract.

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
[Name & Title of Person Signing - Printed or Typed]

## CONTRACT FOR SNOW PLOWING & ICE CONTROL

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government and \_\_\_\_\_ of \_\_\_\_\_ (“Contractor”).

In consideration of the mutual covenants herein, the parties agree as follows.

**1. The Work.** Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the sections of highway listed below (“the Work”).

**Section No. R1-1101P1:** U.S. Route 1, beginning at the Arundel Kennebunk town line (RLM 26.70) and extending in a northerly direction to the Arundel/Biddeford town line (RLM 31.01) for a total distance of 4.31 centerline miles (8.6 Lane Miles).

**2. Term of Contract.** The initial term of the contract is for three (3) years, from November 1 to May 1 of each year (hereinafter “Winter Season”), beginning on November 1, 2012 and ending on May 1, 2015. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The parties will mutually agree by August 1 each year if the Contract is to be extended for the upcoming winter.

**3. Price and Payment.** The Department agrees to pay the Contractor the *Base Lump Sum* payment of \_\_\_\_\_,

(\$ \_\_\_\_\_) each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the *Base Lump Sum*. Each Winter Season’s total payment shall be made in six installments as specified below:

- 15% of the total price on **December 1**
- 15% of the total price on **January 1**
- 30% of the total price on **February 1**
- 20% of the total price on **March 1**
- 10% of the total price on **April 1**
- 10% of the total price on **May 1**      **\*\*Completed Attachment C Due\*\***

4. **Insurance, Performance and Payment Bonds.** The Contractor shall provide insurance certificates conforming to this Contract **prior to award and prior to October 1** of each subsequent year. Each Winter Season's initial payment will be contingent upon the Department having this information on file. A Bid Guaranty is not required.
5. **Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Bid For Snow Plowing & Ice Removal, Appendices, Special Provisions, Tables, Attachments and Contract for Snow Plowing & Ice Control. It is agreed and understood that this Contract will be governed by the documents listed above.
6. **Department's Representative.** The Department's Representative shall be the Region Manager, or designee, of the MaineDOT Region office having jurisdiction over the contract area. For this contract, the Region Manager may be contacted at the following:

MaineDOT Region 1  
51 Pleasant Hill Road  
Scarborough, ME 04070  
(207) 885-7000

7. **Work Standards**

- a) The Contractor shall have a working knowledge of using anti-icing strategies to minimize bonding of snow and ice to the pavement surface. Information on anti-icing may be found at the MaineDOT web site as follows:

**<http://www.maine.gov/mdot/winterdriving/uai.htm>**

**<http://www.maine.gov/mdot/winterdriving/ri.htm>**

The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Snow will be plowed and salt will be used as needed during the storm to keep the roads open to traffic, to prevent bonding of snow and ice, and to provide a good surface upon which to operate. During the storm, or subsequent drifting, plows shall be operated so as to maintain two-way traffic and average cycle times of **1 to 1 ½ hours**. Between the hours of 10:00 p.m. and 4:00 a.m., the average cycle times may double when storm conditions allow reasonably safe travel on the roads. Immediately after the storm conditions have subsided, snow shall be removed to the outside of the shoulders of the highways. Bare travel lanes shall be provided as soon as practicable and normally within three **(3) daylight hours** of the end of storm.

- b) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as guardrail and mailboxes).

- c) The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to get a message of urgency to any personnel within a half hour period.
- d) The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snow pack, applications of winter sand or salt, or additional pushing back of snow banks. Such work shall be incidental to the contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.

8. **Equipment Requirements.** The Contractor must furnish a sufficient number of plow trucks, having a gross vehicle weight rating or registered weight of 26,001 or more, to meet the contract specifications. In accordance with law, all such trucks shall only be operated by persons having a valid CDL license. Trucks shall be outfitted with plows and material spreaders that are properly calibrated to assure accurate application and accounting of materials. All trucks, plows, loaders, and spreader systems shall be identified in the "Bid For Snow Plowing & Ice Control" document, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at anytime prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination.

9. **Facility Requirements.**

- a) The Contractor shall specify the intended location of the salt and winter sand (salted sand) stockpiles that will be used in the course of fulfilling this Contract. Prior to **September 1** of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any stockpiles will change. The Contractor further agrees that all stockpiles will be in compliance with all local, state, and federal rules, regulations and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles, located at:

(<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm> ).

If the contractor does not have an approved stockpile site, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location for a sand/salt stockpile, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

- b) Equipment and stockpiles of winter sand and salt shall be so located as to permit minimum travel time to critical areas and deadheading for reloading. The maximum

distance between stockpiles shall be twenty (20) miles and equipment shall be located within a 10-mile radius of the Work area.

- c) Contractor agrees to have all sand/salt stockpiles established by October 15 of each year that this contract is in effect.

**10. Sand & Salt Requirements.**

- a) The Contractor agrees to provide sufficient winter sand and salt for operations required by this agreement. The Department estimates that the following approximate quantities of solid materials will be required to address a typical winter season:  
  
120 tons of salt, in addition to approximately 50 cubic yards of winter sand. Availability of a liquid calcium or magnesium chloride is also strongly recommended.
- b) Maximum gradation of sand shall be ½ inch, and all sand will be screened to that size prior to use on the highway.
- c) The Contractor must mix between **90-110 pounds of salt** with each cubic yard of sand before the sand is stockpiled.
- d) When the application of pure salt is used, the Contractor shall do so in such a manner to avoid the application of excessive quantities. The Contractor agrees to comply with the directions of the Department's Representative concerning the application of pure salt. In most cases, the use of pure salt in an anti-icing strategy will be in accordance with the application rates specified in Attachment B.
- e) Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra sand and salt to such locations when necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent damages to the rail tracks. Excessive residue of snow on the tracks, as determined by the Department, shall be removed by hand if necessary.
- f) The Contractor shall, at the end of each storm event, record the total material quantities used in performing the Work. Such quantities shall be maintained in a season log that indicates the types of materials used and the corresponding dates of the storm events that occurred throughout each winter season. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season:

*MaineDOT  
Bureau of Maintenance & Operations  
Highway Maintenance Engineer  
16 State House Station  
Augusta, ME 04333  
Fax: (207) 629-0424*

**11. Purchase of Salt.** The salt for the contract can be ordered through the Region Office and the cost, which is the State's bid price (Approximately \$65 per ton), will be deducted from the regular contract payments.

**12. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

This award consummates the Contract, and the documents referenced herein.

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian T. Burne  
Highway Maintenance Engineer  
Bureau of Maintenance & Operations

## CONTRACT FOR SNOW PLOWING & ICE CONTROL

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government and \_\_\_\_\_ of \_\_\_\_\_ (“Contractor”).

In consideration of the mutual covenants herein, the parties agree as follows.

1. **The Work.** Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the sections of highway listed below (“the Work”).

**Section No. R1-1101P1:** U.S. Route 1, beginning at the Arundel Kennebunk town line (RLM 26.70) and extending in a northerly direction to the Arundel/Biddeford town line (RLM 31.01) for a total distance of 4.31 centerline miles (8.6 Lane Miles).

2. **Term of Contract.** The initial term of the contract is for three (3) years, from November 1 to May 1 of each year (hereinafter “Winter Season”), beginning on November 1, 2012 and ending on May 1, 2015. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The parties will mutually agree by August 1 each year if the Contract is to be extended for the upcoming winter.

3. **Price and Payment.** The Department agrees to pay the Contractor the *Base Lump Sum* payment of \_\_\_\_\_,

(\$ \_\_\_\_\_) each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the *Base Lump Sum*. Each Winter Season’s total payment shall be made in six installments as specified below:

- 15% of the total price on **December 1**
- 15% of the total price on **January 1**
- 30% of the total price on **February 1**
- 20% of the total price on **March 1**
- 10% of the total price on **April 1**
- 10% of the total price on **May 1**     ***(\*\*Completed Attachment C Due\*\*)***

4. **Insurance, Performance and Payment Bonds.** The Contractor shall provide insurance certificates conforming to this Contract **prior to award and prior to October 1** of each subsequent year. Each Winter Season's initial payment will be contingent upon the Department having this information on file. A Bid Guaranty is not required.
5. **Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Bid For Snow Plowing & Ice Removal, Appendices, Special Provisions, Tables, Attachments and Contract for Snow Plowing & Ice Control. It is agreed and understood that this Contract will be governed by the documents listed above.
6. **Department's Representative.** The Department's Representative shall be the Region Manager, or designee, of the MaineDOT Region office having jurisdiction over the contract area. For this contract, the Region Manager may be contacted at the following:

MaineDOT Region 1  
51 Pleasant Hill Road  
Scarborough, ME 04070  
(207) 885-7000

7. **Work Standards**

- a) The Contractor shall have a working knowledge of using anti-icing strategies to minimize bonding of snow and ice to the pavement surface. Information on anti-icing may be found at the MaineDOT web site as follows:

**<http://www.maine.gov/mdot/winterdriving/uai.htm>**  
**<http://www.maine.gov/mdot/winterdriving/ri.htm>**

The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Snow will be plowed and salt will be used as needed during the storm to keep the roads open to traffic, to prevent bonding of snow and ice, and to provide a good surface upon which to operate. During the storm, or subsequent drifting, plows shall be operated so as to maintain two-way traffic and average cycle times of **1 to 1 ½ hours**. Between the hours of 10:00 p.m. and 4:00 a.m., the average cycle times may double when storm conditions allow reasonably safe travel on the roads. Immediately after the storm conditions have subsided, snow shall be removed to the outside of the shoulders of the highways. Bare travel lanes shall be provided as soon as practicable and normally within three **(3) daylight hours** of the end of storm.

- b) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as guardrail and mailboxes).

- c) The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to get a message of urgency to any personnel within a half hour period.
- d) The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snow pack, applications of winter sand or salt, or additional pushing back of snow banks. Such work shall be incidental to the contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.

8. **Equipment Requirements.** The Contractor must furnish a sufficient number of plow trucks, having a gross vehicle weight rating or registered weight of 26,001 or more, to meet the contract specifications. In accordance with law, all such trucks shall only be operated by persons having a valid CDL license. Trucks shall be outfitted with plows and material spreaders that are properly calibrated to assure accurate application and accounting of materials. All trucks, plows, loaders, and spreader systems shall be identified in the "Bid For Snow Plowing & Ice Control" document, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at anytime prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination.

9. **Facility Requirements.**

- a) The Contractor shall specify the intended location of the salt and winter sand (salted sand) stockpiles that will be used in the course of fulfilling this Contract. Prior to **September 1** of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any stockpiles will change. The Contractor further agrees that all stockpiles will be in compliance with all local, state, and federal rules, regulations and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles, located at:

(<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm> ).

If the contractor does not have an approved stockpile site, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location for a sand/salt stockpile, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

- b) Equipment and stockpiles of winter sand and salt shall be so located as to permit minimum travel time to critical areas and deadheading for reloading. The maximum

distance between stockpiles shall be twenty (20) miles and equipment shall be located within a 10-mile radius of the Work area.

- e) Contractor agrees to have all sand/salt stockpiles established by October 15 of each year that this contract is in effect.

**10. Sand & Salt Requirements.**

- a) The Contractor agrees to provide sufficient winter sand and salt for operations required by this agreement. The Department estimates that the following approximate quantities of solid materials will be required to address a typical winter season:  
  
120 tons of salt, in addition to approximately 50 cubic yards of winter sand. Availability of a liquid calcium or magnesium chloride is also strongly recommended.
- b) Maximum gradation of sand shall be ½ inch, and all sand will be screened to that size prior to use on the highway.
- c) The Contractor must mix between **90-110 pounds of salt** with each cubic yard of sand before the sand is stockpiled.
- d) When the application of pure salt is used, the Contractor shall do so in such a manner to avoid the application of excessive quantities. The Contractor agrees to comply with the directions of the Department's Representative concerning the application of pure salt. In most cases, the use of pure salt in an anti-icing strategy will be in accordance with the application rates specified in Attachment B.
- e) Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra sand and salt to such locations when necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent damages to the rail tracks. Excessive residue of snow on the tracks, as determined by the Department, shall be removed by hand if necessary.
- f) The Contractor shall, at the end of each storm event, record the total material quantities used in performing the Work. Such quantities shall be maintained in a season log that indicates the types of materials used and the corresponding dates of the storm events that occurred throughout each winter season. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season:

*MaineDOT  
Bureau of Maintenance & Operations  
Highway Maintenance Engineer  
16 State House Station  
Augusta, ME 04333  
Fax: (207) 629-0424*

**11. Purchase of Salt.** The salt for the contract can be ordered through the Region Office and the cost, which is the State's bid price (Approximately \$65 per ton), will be deducted from the regular contract payments.

**12. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

This award consummates the Contract, and the documents referenced herein.

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian T. Burne  
Highway Maintenance Engineer  
Bureau of Maintenance & Operations

BOND # \_\_\_\_\_

**CONTRACT PERFORMANCE BOND**  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ in the State of \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_),  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this ..... day of ....., 20.....

WITNESSES:

Signature.....  
Print Name Legibly .....

Signature .....

SURETY ADDRESS:

.....  
.....  
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....  
Print Name Legibly .....

SURETY:

.....  
Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ in the State of \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business in .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ and 00/100 Dollars (\$) )  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this ..... day of ....., 20 ...

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

**ATTACHMENT A**  
**SPECIAL PROVISIONS**  
**FOR SNOW PLOWING AND ICE CONTROL CONTRACTS**

**Table of Contents**

1. BENEFITS AND DEDUCTIONS .....	2
2. INDEPENDENT CAPACITY .....	2
3. DEPARTMENT'S REPRESENTATIVE .....	2
4. CHANGES IN THE WORK.....	2
5. SUBCONTRACTS.....	2
6. SUBLETTING, ASSIGNMENT OR TRANSFER .....	3
7. EQUAL EMPLOYMENT OPPORTUNITY .....	3
8. EMPLOYMENT AND PERSONNEL.....	4
9. STATE EMPLOYEES NOT TO BENEFIT.....	4
10. WARRANTY OF NO COLLUSION .....	4
11. RECORDS; ACCESS.....	5
12. TERMINATION.....	5
13. GOVERNMENTAL REQUIREMENTS.....	6
14. GOVERNING LAW.....	6
15. STATE HELD HARMLESS.....	6
16. NOTICE OF CLAIMS .....	7
17. INSURANCE.....	7
18. PERFORMANCE AND PAYMENT BONDS .....	7
19. SEVERABILITY .....	8
20. INTEGRATION.....	8
21. FORCE MAJEURE.....	8
22. SET-OFF RIGHTS .....	8
23. WORKERS AND EQUIPMENT .....	9
24. PROPERTY DAMAGE .....	9
25. HEALTH AND SAFETY.....	9
26. ENVIRONMENTAL REQUIREMENTS .....	10
27. MATERIAL QUALITY .....	10
28. PAYMENT .....	10
29. NOTICE REQUIRED .....	10
30. ENTIRE CONTRACT .....	11

1. **BENEFITS AND DEDUCTIONS**

If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY**

In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE**

The Department's Representative has authority to curtail services if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work and to reduce or suspend Progress and Final Payments. Unless authorized by the Department's Representative, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

All correspondence and related submissions from the Contractor shall be submitted to the Department's Representative who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

4. **CHANGES IN THE WORK**

The Department may increase or decrease asset locations or size thereof from those shown in the Bid Documents, the Contract Amount being adjusted accordingly. Any changes to the Contract that affect compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for servicing actual asset locations at the Prices contained in the Contractor's Proposal. The Contractor accepts such payment as full and complete compensation.

5. **SUBCONTRACTS**

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Department. The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the

pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

6. **SUBLETTING, ASSIGNMENT OR TRANSFER**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

7. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **EMPLOYMENT AND PERSONNEL**

The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the Department. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **STATE EMPLOYEES NOT TO BENEFIT**

No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **WARRANTY OF NO COLLUSION**

The Bidder hereby certifies that it has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

11. **RECORDS; ACCESS**

The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Project Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

12. **TERMINATION**

Notwithstanding any other provision of this Contract, the Department, in its sole discretion, may terminate this Contract if the Contractor and/or the Surety:

- i. fails to begin the work as required by the Contract;
- ii. fails to perform the work with sufficient workers and equipment or materials to meet the terms of the Contract;
- iii. discontinues the prosecution of the work;
- iv. fails to resume work which has been discontinued within a reasonable time after notice to do so;
- v. subcontracts any of the work without the approval of the Department;
- vi. becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Department; or
- vii. fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Department;
- viii. fails to perform the Work in a satisfactory manner as determined solely by the Department.

The Department may remedy such noncompliance with Departmental or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor. Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Department, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

The Department may also terminate this Contract for reasons beyond the control of the Contractor, which shall be considered terminations for convenience.

Such reason would include non-appropriation of funds by the Maine legislature. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience. In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

13. **GOVERNMENTAL REQUIREMENTS**

The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.

14. **GOVERNING LAW**

This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

15. **STATE HELD HARMLESS**

The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

16. **NOTICE OF CLAIMS**

The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. **INSURANCE**

The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

**Workers' Compensation** For all Work performed by the Contractor and any subcontractor, the Contractor and each subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

**Commercial General Liability** With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The policy shall name the Department of Transportation as an additional insured.

**Automobile Liability** The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence. The policy shall name the Department of Transportation as an additional insured.

**Claims.** Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

18. **PERFORMANCE AND PAYMENT BONDS**

The performance and payment bonds are required if the annual payment amount of this Contract is greater than, or becomes greater than (through annual adjustments), \$100,000. If required, said bonds must be in the amount of 100% of the contract

price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of The Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasurer - State of Maine" and must be on the Department's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Department. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Department's self-help remedy provided in Contract.

19. **SEVERABILITY**

The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION**

All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

- a. Contract for Snowplowing and Ice Control
- b. Bid Amendments (most recent to least recent)
- c. Bid for Snowplowing and Ice Control
- d. Appendices in alphabetical order.
- e. Special Provisions
- f. The Department's Notice to Contractors and any amendments
- g. State of Maine, Department of Transportation, Standard Specifications, Revision of Dec. 2002 as updated through advertisement, Sections 101, 102, 103 and 111.

21. **FORCE MAJEURE**

The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

23. **WORKERS AND EQUIPMENT**

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

24. **PROPERTY DAMAGE**

The Contractor shall be responsible for all damage to any public or private property resulting from any act, omission, neglect, or misconduct of the Contractor. This includes, but is not limited to, damage to mailboxes, vehicles, guardrail, signs, delineators, highway lighting, and utility poles. The Contractor shall immediately notify any affected entity, including Public Safety if necessary or required by law, upon causing any such damage and shall make arrangements with the owner to repair the damage. If property owned by the Department is damaged by the Contractor, the Department, at its option, may choose to repair or replace the damaged property with either its own forces or with Contracted forces, and all costs will be either directly billed to the Contractor or deducted from amounts otherwise due the Contractor.

25. **HEALTH AND SAFETY**

The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA.

26. **ENVIRONMENTAL REQUIREMENTS**

If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

27. **MATERIAL QUALITY**

Materials incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract.

28. **PAYMENT**

**Right to Withhold Payments** The Department may withhold payments claimed by the Contractor on account of:

- A. Defective Work,
- B. Damages for Non-conforming Work,
- C. Damage to a third party,
- D. Claims filed or reasonable evidence indicating probable filing of claims,
- E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- F. Regulatory non-compliance or enforcement,
- G. All other causes that the Department reasonably determines negatively affect the State's interest.

**Taxes, Fees, Allowances, and Notices** The Contractor shall pay all taxes, charges, fees, and allowances and give all notices necessary and incidental to the due and lawful prosecution of the Work. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract.

Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax located at 36 M.R.S.A. §1760, subsections (2) and (61).

29. **NOTICE REQUIRED**

When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator

within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

30. **ENTIRE CONTRACT**

This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

Attachment B - MaineDOT Salt Application Chart

<b>MaineDOT Salt Application Quick-Reference Chart (2010)</b> (*Double these rates for centerline applications*)			
<b>Pavement Temp. Range</b>	<b>Application Rate (#/LM)</b>	<b>Pre-wet Material</b>	<b>Comments</b>
Above 32°	0 to 100	Salt Brine or Blend	A little salt goes a long way when temperatures are near freezing
25° to 32°	100 to 200	Salt Brine or Blend	Salt is very effective here. Pre-wetting with a blend will allow lower application rates.
20° to 25°	200 to 300	Salt Brine, Ice-B-Gone, or Blend	Salt effectiveness is dropping off in this range. A Blend or straight IBG will help.
15° to 20°	300 to 400	Ice-B-Gone or Blend	Pre-wetting is especially important. Your liquids will provide the extra boost needed.
15° or Below	Snow is usually dry and blowing in this range. If no ice or pack exists, plow only. <b>DO NOT APPLY</b>		If necessary, Spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed, P1 corridors, sand will not last and higher salt applications, with Ice-B-Gone pre-wetting, will be necessary.
<b>General Notes:</b>			
(1) Application rates should be on the lower end when temperatures are on the higher side of the range or remaining steady. Falling temperatures, and temperatures on the lower side of the range, will require applications on the higher side, and possibly in the next range if dropping rapidly.			
(2) High-volume, Priority 1 corridors will often require an additional 50#/LM			
(3) In any of the ranges, if the snow is dry and blowing off of the roadway, avoid application.			
(4) Pre-wetting under wet storm conditions is not required. In cases where the only pre-wetting liquid available is a high-performance chemical (i.e. Ice-B-Gone), it is better to save those products for the drier and colder conditions.			

<b>Application Rates vs. Miles You Can Treat</b>							
<b># of Tons</b>	<b>Application Rate (Pounds Per Lane Mile)</b>						
	<b>100</b>	<b>150</b>	<b>200</b>	<b>250</b>	<b>300</b>	<b>350</b>	<b>400</b>
	<b>Lane Miles You Can Treat</b>						
<b>1</b>	20.0	13.3	10.0	8.0	6.7	5.7	5.0
<b>2</b>	40.0	26.7	20.0	16.0	13.3	11.4	10.0
<b>3</b>	60.0	40.0	30.0	24.0	20.0	17.1	15.0
<b>4</b>	80.0	53.3	40.0	32.0	26.7	22.9	20.0
<b>5</b>	100.0	66.7	50.0	40.0	33.3	28.6	25.0
<b>6</b>	120.0	80.0	60.0	48.0	40.0	34.3	30.0
<b>7</b>	140.0	93.3	70.0	56.0	46.7	40.0	35.0
<b>8</b>	160.0	106.7	80.0	64.0	53.3	45.7	40.0
<b>9</b>	180.0	120.0	90.0	72.0	60.0	51.4	45.0





## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Transfer Remaining Heating Assistance Funds to York Community Services Association	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Transfer remaining emergency heat assistance funds from the Town of York to York Community Services Association
2. Retain emergency heat assistance funds for continued administration by the Town of York.

RECOMMENDATION: Transfer remaining emergency heat assistance funds from the Town of York to York Community Services.

PROPOSED MOTION: We move to transfer the remaining emergency heat assistance funds in the amount of \$12,600.17 to York Community Services Association for the continued purpose of providing heating assistance to York residents.

FISCAL IMPACT: \$12,600.17
DEPARTMENT LINE ITEM ACCOUNT: Heat Fund
BALANCE IN LINE ITEM IF APPROVED: \$0

PREPARED BY: Liam Gallagher, HR Director

REVIEWED BY: 



AGENDA ITEM NUMBER: \_\_\_\_\_

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> February 4, 2015	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input type="checkbox"/> Formal Action <input checked="" type="checkbox"/> <b>Other:</b> _Discussion_____
<b>Date Action Requested:</b> None	
<b>Regular</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/>	
<b>Subject:</b> Replacement of streetlights with LED fixtures	

<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Beth Della Valle, Interim Community Development Director
<b>RECOMMENDATION:</b> None
<b>PROPOSED MOTION:</b>

**Discussion:** The Energy Steering Committee would like to discuss a potential project to replace the Town's streetlights with LED fixtures to reduce energy use and cost estimated at 60-80% of current operating costs.

The Committee has explored three options for managing the project, two using an Energy Performance Savings Contract (ESPC), where the vendor pays all costs of the project over a set term from the energy/cost savings. At the end of the specified term, the Town would own the equipment and receive 100% of the cost savings. The three options the Committee has started to explore at this point are:

- The Town acting as general contractor and overseer of contractors for each part of the project (design, build, operate, maintain);
- A turnkey contractor managing the entire project, the Town issuing a bond to finance the project; and
- A turnkey contractor managing the entire project, cost paid from guaranteed savings.

At this stage, the Committee has discussed the third option with two potential contractors – Pemco/Thayer, a Maine LLC and Efficiency Maine Qualified Partner, and Ameresco, a Massachusetts company with an office in Maine and multiple locations across North America.

The Committee has also reached out to several York organizations (York Hospital, York Housing Authority, Stage Neck Inn, Hannaford) to assess their interest in participating with the Town to update their streetlights at the same time to realize some savings from a single design/build project.

What initially appeared to be a simple project has proven to be far more complicated as the Committee has learned about the details of inventorying streetlights; assessing and developing design standards; engineering the project; selecting vendors to supply, install, and maintain the new lights; assessing cost savings; and assessing potential liability associated with project design and operation. As a result, the Committee recommends hiring an independent third party as a Quality Assurance/Owner's Representative to help the Committee find the best contractor(s) to meet the Town's needs, evaluate potential contracts and designs, oversee engineering, construction, performance, and closeout of associated contracts.

The Committee would like to discuss the general value of the project and the Board's interest and support for continuing to explore the Town's options for streetlight upgrades. If the Board is interested in continuing to investigate options to replace streetlights with LEDs, the Committee would like to discuss value and timing of hiring a Quality Assurance/Owner's Representative and the pros and cons of the three options for how to proceed with either an ESPC or similar funding mechanism or pursue breaking up the work into separate parts (audit, engineering, and installation). One member of the Budget Committee felt strongly that construction should be funded with a municipal bond. And finally, whether to hire a Quality Assurance/Owner's Representative and how to pay for him/her.

The Committee is leaning towards an ESPC because it seems to be a more manageable undertaking and because the upfront work (streetlight inventory/audit and project coordination/oversight) is not eligible for funding with capital dollars, though installation and final engineering could be funded with a capital bond. The Committee currently has no operating budget and the amount proposed in the upcoming budget would not be adequate to cover these costs.

The Town Manager has expressed concerns about moving too fast on this project. A number of communities are exploring similar projects and industry representatives and Maine utility companies, like CMP, are gearing up to respond to recent change in statute. In a very quick and informal polling of the Maine Association of Planners list serve, I was able to identify nine other communities that are investigating or have installed LED streetlights – sometimes in one or more locations, in other cases throughout the community. These towns include Auburn, Augusta, Bath, Belfast, Cape Elizabeth, Richmond, South Portland Topsham, and Windham.

The Town Manager and I recently began discussing the concept of developing an Energy Chapter for the Comprehensive Plan, as an increasing number of Maine and New Hampshire communities have adopted to guide energy efficiency and generation efforts. Before preparing an Energy Chapter, the Energy Steering Committee will need to consider the concept and discuss it with the Planning Board to gauge its interest and support. A Comprehensive Energy Plan could help strategically guide future Town investments in energy initiatives.

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

Prepared By:

*Elizabeth DellaValle*

Reviewed By:

*[Signature]*



AGENDA ITEM NUMBER: \_\_\_\_\_

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> February 6, 2015	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action  <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> Next regular meeting	
Regular <input checked="" type="checkbox"/> Work Session _____	
<b>Subject:</b> Statement of Fact printed on ballot	

<b>TO:</b> Board Of Selectmen
<b>FROM:</b> Mary-Anne Szeniewski, Town Clerk/Tax Collector
<b>RECOMMENDATION:</b> Eliminate statement of facts from being printed on the Town of York's local ballots.
<b>PROPOSED MOTION:</b> Move` to direct the Town Clerk to no longer print the Statement of Fact on the Town of York's Budget, Special, and General Referenda, unless specified by local charter or state statute.

**Discussion:**

<b>FISCAL IMPACT:</b> Reduction of number of ballots issued to each voter
<b>DEPARTMENT LINE ITEM ACCOUNT:</b> ELECTIONS
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: Mary-Anne Szeniewski \_\_\_\_\_ Reviewed By: 

## Melissa M. Avery

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**From:** Melissa A. Avery  
**Sent:** Friday, February 6, 2015 2:41 PM  
**To:** Melissa M. Avery  
**Subject:** FW: York - Statement of Facts

THIS IS FOR YOU!

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**From:** Mary-Anne Szeniewski  
**Sent:** Friday, February 06, 2015 2:20 PM  
**To:** Melissa A. Avery  
**Subject:** FW: York - Statement of Facts

Here you go . . .

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**From:** Legal Services Department [[mailto:Legal\\_Services\\_Department@memun.org](mailto:Legal_Services_Department@memun.org)]  
**Sent:** Friday, December 05, 2014 8:47 AM  
**To:** Mary-Anne Szeniewski  
**Subject:** RE: York - Statement of Facts

Hi Mary-Anne,

I've reviewed several times the provisions of the York charter that I found on the town's website. I didn't see anything that addressed explanatory notes on a ballot other than in Article II, section 15(b) related to bond issues. Article II, section 12 also addresses recommendations related to budget articles that must appear on the ballot. I didn't find anything in the charter that said elections in York were governed only by Title 21-A.

On that basis, I would say that what you can print on the ballot is governed primarily by 30-A MRSA section 2528: <http://legislature.maine.gov/statutes/30-A/title30-Asec2528.html> . Section 2528(5) requires recommendations from the selectboard and budget committee when a ballot question requests an appropriation of money and also requires a recommendation from the school board if the appropriation relates to the schools; that is consistent with Article II, section 12 of the charter. Section 2528(6) authorizes "words of explanation" to appear on the ballot, but it is clear from the examples provided that the "words of explanation" are in the nature of voting instructions (e.g., "vote for one"). Our office has consistently advised for years that the phrase "words of explanation" does not include a statement of fact that attempts to explain the purpose of the article, its intended effect, its impact on the town, or similar statement. Such a statement goes beyond the examples provided in section 2528(6) and could be construed as an attempt to influence the voters. If the ballot question is a request for authorization to borrow money, we believe that the ballot must include the financial information required by 30-A MRSA section 5772(2-A) regarding the town's current financial condition and the costs associated with the borrowing: <http://legislature.maine.gov/statutes/30-A/title30-Asec5772.html> . That requirement is similar to the provisions of Article II, section 15 of the charter.

I am not aware of anything in State law or the town's charter that requires or authorizes recommendations or a "Statement of Fact" to appear on the ballot for all referendum questions. While I see no legal problem if that information appears in the election warrant underneath the proposed ballot question/article, I think there is a legal problem if those recommendations or statements of fact appear on the ballot for all ballot questions. The town could amend its charter to require that information, but until then, I believe that the legal authority to place that information on the ballot for all ballot questions is limited.

I hope this helps. Feel free to follow up with me if you have additional questions. Have a good weekend.

Sincerely,  
Becky

Rebecca Warren Seel , Senior Staff Attorney  
Legal Services Department  
Maine Municipal Association  
60 Community Drive, Augusta, ME 04330  
1-800-452-8786 (in state)  
207-623-8428  
FAX 207-624-0187  
[legal@memun.org](mailto:legal@memun.org) <<mailto:legal@memun.org>>

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**From:** Christine Bragg  
**Sent:** Thursday, December 04, 2014 9:37 AM  
**To:** Mary-Anne Szeniaewski  
**Subject:** York - Statement of Facts

Mary-Anne, MMA Legal Services has received your inquiry. It has been assigned to one of our attorneys, who will respond as soon as possible. Our response time may vary depending on the volume of inquiries, the nature and complexity of your inquiry, and current staffing. We appreciate your understanding and cooperation.

If you have a specific deadline, please let us know.

Thank you. Christine Bragg, Legal Services Department

**Christine Bragg, Administrative Assistant**  
Legal Services Department

**Maine Municipal Association**  
60 Community Drive, Augusta, ME 04330  
1-800-452-8786 (in state)  
207-623-8428  
FAX 207-624-0187  
[legal@memun.org](mailto:legal@memun.org)

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**From:** Mary-Anne Szeniaewski [<mailto:mszeniaewski@yorkmaine.org>]  
**Sent:** Thursday, December 04, 2014 9:10 AM  
**To:** Legal Services Department  
**Subject:** York - Statement of Facts

Good morning again. Typically, the Town of York includes Statement of Facts on our ballots in addition to the question and Board of Selectmen, Budget Committee, and Planning Board recommendations. The question has come up as to whether we should have anything other than the question on the ballot? Thank you for your time.

Mary-Anne Szeniewski

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AGENDA ITEM NUMBER: \_\_\_\_\_

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> February 5, 2015	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action  <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> February 9, 2015	
<b>Regular</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/>	
<b>Subject:</b> Single-Use Bag Ordinance	

<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Stephen H. Burns, Town Manager
<b>RECOMMENDATION:</b> I recommend the Board conduct a public hearing on March 23 <sup>rd</sup> on the proposed Single-Use Bag Ordinance.
<b>PROPOSED MOTION:</b> I move to direct the Town Manager schedule a public hearing on March 23 <sup>rd</sup> on the proposed Single-Use Bag Ordinance, and to reach out to the business community and the public by broader means that standard public hearing notices to help expand awareness of this proposal.

**Discussion:** Victoria Simon contacted me about the possibility of petitioning an ordinance that would discourage single-use bags by retailers. I offered to review the draft to ensure the structure, formatting and language was appropriate and workable so the proposal could be considered on its merits and not rejected for technical reasons. The draft submitted with this Request for Action is a result of that effort. A cover letter from Victoria is attached. She is interested in seeing if the Board will submit this proposal to the voters of its own volition.

I think there are three basic options available to the Board:

First Option. The Board could decide to send this forward as is. The next step would be a public hearing, presumably on March 23<sup>rd</sup>, and then it could be sent on to the voters in May. This course of action leaves no room for substantive discussion or alterations if it goes forward for a vote in May.

Second Option. The Board could decide to reject taking on this proposal as its own. The next step would fall back to the people proposing the ordinance, who would possibly petition for enactment. This course of action also leaves no room for substantive discussion or alterations.

Third Option. The Board could decide to initiate a discussion about the merits of this policy and the means by which to implement it. I suspect there will be some pushback to this proposal and I believe this option gives the best odds of identifying compromises that might make this work well for everyone. This option precludes the proposal going forward in May, so November would be the next opportunity for a public vote.

I am recommending the first option. I think it makes sense to send the proposed ordinance to a public hearing. This is the quickest way to gauge public sentiment about the issue. If there is strong pushback or better ideas are brought forward then the Board could pull the concept for further work, but that decision would happen after a public hearing. This retains the possibility of a May vote but still leaves the opportunity for delay to facilitate further discussion if need be.

Prepared By:

A handwritten signature in black ink, appearing to be 'A. Smith', written over a horizontal line.

Reviewed By: \_\_\_\_\_

February 5, 2015

Mary Andrews, Chair  
York Board of Selectmen  
186 York St.  
York, ME 03909

Dear Chairwoman Andrews,

At the suggestion of Steve Burns, I am writing to request the Board's consideration of the attached Single-use Bag Ordinance. We ask that the Board consider placing the ordinance on the May 16, 2015 referendum ballot.

Since October 2013, the citizen group, Bring Your Own Bag York has been educating our members and the community about the serious problem of plastic pollution. Our oceans are filled with micro plastics because plastic never completely degrades. It breaks down into smaller and smaller pieces, which are ingested by sea life and ultimately wind up in the global food supply. BYOB York decided to focus on one of the most obvious sources of plastic waste -- single use plastic bags. These bags are generally used for only a few minutes and then discarded. They last for hundreds of years in landfills and the environment, slowly breaking down and leaching toxic particles into the soil and groundwater. Single use carryout plastic bags are not allowed in most municipal recycling programs and estimates are that only 5-10% of the billions of these bags used each year are recycled. In addition, single use plastic bags are readily replaceable with more environmentally friendly alternatives.

Many folks in the community who stopped by our information tables at Marketfest, the May polls and York Farmers Market voiced concern about single use bags and indicated support for a ban or incentivizing ordinance.

The number of municipalities, states and countries that have enacted bans or placed fees on bags to provide incentive to consumers to use reusable bags continues to grow. Most anecdotal information and reports indicate that the communities that take these steps have few or no complaints and people take pride in their community for taking concrete action to protect their environment.

Experience has shown that imposing a fee on single use carryout bags (paper and/or plastic) results in significant reduction in plastic bag use, similar to an outright ban. Requiring a fee means consumers who bring their own bags don't incur a cost for bags they don't use and shoppers who want the plastic or paper bags, still have the option to buy them. Our goal is to reduce the use of single use bags thereby reducing the costs to retailers, shoppers, and the environment. We believe this ordinance will accomplish that goal for the Town of York.

If possible and you feel it would be helpful, we would be pleased to make a brief presentation to the Board at an upcoming meeting prior to your vote. Looking forward to hearing from you.

Sincerely,

Victoria Simon  
Chair, Bring Your Own Bag York

Phone: 363-6140  
Email: vsimon@maine.rr.com

Cc: Steve Burns, Town Manager

## **SINGLE-USE BAG ORDINANCE**

### **SECTION 1. PURPOSE**

The production and use of single-use carryout bags has significant impacts on the environment of all coastal communities, including, but not limited to; contributing to the potential death of marine animals through ingestion and entanglement, contributing to pollution of the land environment, creating a burden to our solid waste collection and recycling facility, clogging our storm drainage systems, deforestation, and increased greenhouse gas emission, and the use of millions of barrels of crude oil nationally for their manufacture. In addition;

1. Evidence indicates that the vast majority of single-use carryout bags are used for the bagging and carryout of products purchased from stores, as those businesses are defined in this ordinance; and
2. Curbside recycling of single-use carryout plastic bags is not currently permitted in the Town of York recycling program and location-limited recycling options and voluntary efforts to control use of single-use carryout plastic bags, has had minimal effect to date; and
3. The Town of York strives to conserve resources, reduce greenhouse gas emissions, waste, and litter and to protect the public health and welfare, including wildlife, all of which increase the quality of life for the Town's residents and visitors; and
4. Studies document and participating municipalities report that prohibiting the free distribution of single-use carryout bags dramatically reduces the use of those types of bags; and
5. It is in the best interests of citizens of York to reduce the cost to the Town of solid waste disposal, and to protect our environment and our natural resources by reducing the distribution of single-use carryout bags and incentivizing the use of reusable bags at Stores, as defined in this Ordinance.

The purpose of this legislation is to minimize the usage of single-use carryout bags in the Town of York, Maine.

### **SECTION 2. AUTHORITY**

This Ordinance is adopted pursuant to the Town's home rule authority granted under Article VIII-A of the Maine Constitution, and Title 30-A MRSA §3001.

**SECTION 3. APPLICABILITY**

This Ordinance shall apply to all Stores as defined in subsections 4.4 and 4.5, operating within the Town of York, Maine.

**SECTION 4. DEFINITIONS**

As used in this Ordinance the following terms have the following meanings:

- 4.1. **SINGLE USE CARRYOUT:** Single-use Carryout Bag means a bag other than a Reusable bag provided at the checkout stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. The term Single-Use Carryout Bag includes compostable and biodegradable bags but does not include reusable bags, produce bags, product bags or bags provided by pharmacists for prescription drugs.
- 4.2. **PRODUCE BAG OR PRODUCT BAG:** The terms produce bag or product bag mean any bag without handles used exclusively to carry produce, meats, other food items or merchandise to the point of sale inside a store or to prevent such items from coming into direct contact with other purchased items.
- 4.3. **REUSABLE BAG:** A bag that is:
  - (a) Designed and manufactured to withstand repeated uses over a period of time,
  - (b) Machine washable or made from a material that can be cleaned and disinfected regularly,
  - (c) At least 2.2 mil thick if made from plastic,
  - (d) Has a minimum lifetime of 75 uses, and
  - (e) Has the capability of carrying a minimum of 18 pounds.
- 4.4. **STORE:** The term Store means any of the following retail establishments located within the Town of York:
  - (a) A full-line, self-service market located in a permanent building, operating year-round, and which sells at retail a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.
  - (b) A drug store, pharmacy, supermarket, grocery store, convenience food store, food mart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods.

- 4.5 STORE does not mean businesses at which foodstuffs are an incidental part of the business. Food sales will be considered to be incidental if such sales comprise no more than 2 percent of the business's gross sales in the Town as measured by the dollar value of food sales as a percentage of the dollar value of total sales at any single location.

#### **SECTION 5. REGULATION OF SINGLE-USE CARRYOUT BAGS**

- 5.1 No Store shall provide a Single-Use Carryout Bag to a Customer at the checkout stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this Section.
- 5.2 A Store may make available for sale to a Customer a Single-Use Carryout Bag for a minimum charge of five cents (\$0.05) per bag.
- 5.3 All monies collected by a Store for Single-Use Carryout Bags under this Chapter may be used by the Store for any lawful purpose.
- 5.4 All Stores must post signage clearly indicating the per bag charge for Single-Use Carryout Bags.
- 5.5 Notwithstanding this Section, no Store may make available for sale a Single-Use Carryout Bag unless the amount of the sale of the Single-Use Carryout is separately itemized on the sale receipt.
- 5.6 No Store shall rebate or otherwise reimburse a customer any portion of the minimum charge required in subsection 5.2.

#### **SECTION 6. RECORD KEEPING AND INSPECTION**

Every Store shall keep complete and accurate records or documents of the purchase and sale of any Single-Use Carryout Bag for a minimum period of 3 years from the date of purchase and sale which record shall be available for inspection at no cost to the Town of York during regular business hours by any Town employee authorized to enforce this Ordinance. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the Store's address. The provision of false information including incomplete records or documents to the Town of York shall be a violation of this Ordinance.

#### **SECTION 7. ADMINISTRATION AND ENFORCEMENT**

- 7.1 The Code Enforcement Officer (CEO) shall have the authority to administer and enforce this Ordinance.
- 7.2 Each Store as defined in subsections 4.4 and 4.5 above, located in the Town of York, shall comply with this Ordinance.

- (a) If it is determined that a violation has occurred, the CEO shall issue a written warning to the Store for the initial violation.
- (b) If an additional violation has occurred after a written warning has been issued, the CEO shall issue a written notice of violation and shall impose a penalty against the Store.
- (c) The penalty associated with each written notice of violation shall be:
  - 1) \$250 for the first offense, or
  - 2) \$500 for the second and all subsequent offenses. To be considered a second or subsequent offense, the violation must occur within one year of the most recent prior violation.
- (d) No more than one penalty shall be imposed upon a Store within a 7 day period.
- (e) A Store shall have 15 days following receipt of a written notice of violation to pay the penalty.

7.3 Any decision, action, or inaction pertaining to this Ordinance may be appealed to the York County Superior Court. Any appeal must be filed within 30 days of the decision or action being appealed.

#### **SECTION 8. EFFECTIVE DATE**

This ordinance shall take effect 6 months following the date of adoption to allow stores the opportunity to make any necessary adjustments to bring operations into compliance with the law.

#### **SECTION 9. SEVERABILITY**

Should any portion of this Ordinance be held by the courts to be invalid, this shall not affect the validity of remaining portions of this Ordinance.



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Agenda-Setting

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** At the Board's meeting of January 26th I was directed to include on the agenda of each regular meeting time for the Board members to discuss future agendas. This is the first meeting per that direction.

Attached to this request for action is a document that I update almost every day. I use it to help me plan for the use of the Board's time, and to keep from losing track of things the Board needs to handle. The document is a tool, and as such it is rough and unpolished but it is useful and I thought it would be helpful if I shared the latest copy of this with the Board as part of each meeting's packet. Contents follow a deliberate sequence:

- 1: First, there are detailed outlines for the next meeting or two. These are organized just like the actual agendas, and change most often.
- 2: Following this are lists of agenda items organized by month to help identify regularly scheduled or recurring tasks, or to track agenda commitments. Though I haven't gotten this far yet, I'll probably try to keep this list extending out a year.
- 3: Next is a list of recurring tasks. These all show up in the monthly agenda list, but are listed here simply for clarity.
- 4: Next is a list of topics, roughly grouped. This is where the document is the least polished, and I don't spend time trying to make this read well or include a comprehensive list of details. My goal is to flag topics so they don't get lost.
- 5: Last is a list loosely titled "Reports and Joint Meetings." This is where I track people and organizations with whom the Board is meeting, and this provides ideas for inviting folks to meet with or report to the Board.

RECOMMENDATION: discussion and action as deemed appropriate by the Board

PROPOSED MOTION: to be determined

PREPARED BY: Stephen H. Burns, Town Manager

REVIEWED BY:

A handwritten signature in black ink, appearing to be 'S.H. Burns', written over a horizontal line.

## SELECTMEN'S AGENDA PLANNING

February 23, 2015

6:00 PM – *Possible* Executive Session for Personnel – goal-setting and quarterly review of Town Manager's performance

### V. Manager's Report

- Financial Update

### Reports

- REPORT -

### VI. Public Hearings

- **Dylan, Doug, Dean & Steve** – Ordinances PH #1 for stuff heading to a May vote

- 

### IX. Bid Openings & Awards

- **Mike & Dean** – Long Sands Project

### Agenda Planning Time

### XI. Old Business

- **Joe Hogan/David Webber** – Maynard dock application
- **Dylan, Doug, Dean & Steve** – Ordinances and other stuff heading to a May vote
- **Mike/Dean** - appointments to the Bathhouse Building Committee
- **Steve** – properties from YSD – Bayhaven, Ridge

### XII. New Business

- **Amber** – Taylor request to alter conditions relating to 8 Gunnison Rd. (via Tim DeCoteau)
- **Leslie** – initial discussion about a 2015 Section 319 Grant
- **Mike** – Have a discussion with the BOS about Goodrich Park and changes to bring us more fully in line with the wishes of the donor
- **Steve** - Authorize BOS members to meet with officials from the First Parish Church to begin discussions about future expansion of the Town Hall
- **Steve** – Start discussion about fiscal policies – fund balance, bonded debt ratios, etc.

## **Agenda-Planning for dates farther in the future**

### **March 2015**

#### *On the radar*

- Parks & Recreation Department – Brochure Bid Award
- Parking Agreement with York's Wild Kingdom
- Quarterly joint meeting of Board of Selectmen and Planning Board (tentatively at PB on March 26<sup>th</sup>)
- PH for ordinance amendments moving towards a May vote
- PH on warrant, setting polling hours, and other matters relating to the May referenda
- Cliff Walk committee charter (follow-up from 1/26/15 BOS)
- Cycle York wants follow-up on meeting of December 8<sup>th</sup>
- **Steve** – Time Warner Cable TV contract extension
- 

### **April 2015**

#### *On the radar*

- Calling the School Budget Meeting
- Decide whether to terminate the Town Manager prior to the end of probation period that expires on May 1<sup>st</sup>
- Review BOS Policy Manual. Which are standing policies? Which, if any, need to be adopted annually? Which need attention?

### **May 2015**

#### *On the radar*

- BOS/Town Manager quarterly review/check-in
- Annual Organizational Meeting (May 18<sup>th</sup>)
  - Election of officers
  - Set meeting schedule
  - Adopt Selectmen's Policies
  - Policy about Disbursement of Wages
- Appoint Warden for June Primary (needed this year???)
- Start bidding process for FY15 heating fuels – oil, propane, wood pellets
- Expect a bunch of applications for medical marijuana grower business licenses – the new ordinances passed in November 2014 require licensing within 6 months of the vote

### **June 2015**

#### *On the radar*

- Quarterly joint meeting of Board of Selectmen and Planning Board (at BOS on June 8<sup>th</sup>)
- *Possible* Utilities Summit to be hosted by our water and sewer utility districts/departments
- *Possible* joint meeting of Board of Selectmen with School Committee
- Renew appointment of board and committee members

- Maybe – review the paving list for FY16
- Maybe – paving bid for FY16 (although this may need to be adjusted based on paving season – check with Dean)

## July 2015

### On the radar

- Public hearing on ordinance amendments going to vote in November
- MMA Legal Policy Committee ballot
- MMA Vice President and Executive Committee ballot (*not sure what this is...*)
- Start annual BOS goal-setting process (a month or 2 after election of new members)
- 

## August 2015

### On the radar

- BOS/Town Manager quarterly review/check-in
- Public hearing on ordinance amendments going to vote in November
- Assessor's Annual Report

## September 2015

### On the radar

- Quarterly joint meeting of Board of Selectmen and Planning Board (at PB on September 24<sup>th</sup>)
- PH on Warrant, set polling hours, and all the other stuff associated with getting ready for November referendum
- Knights of Columbus proclamation
- Elect/appoint BOS delegate for the MMA Convention

## October 2015

### On the radar

- Salt bid award
- FY15 Carryforwards

## November 2015

### On the radar

- BOS/Town Manager quarterly review/check-in
- Usually – Annual update to the General Assistance Ordinance appendices
- Games of Chance approvals
- FY17 operating budget discussion

## December 2015

### On the radar

- Quarterly joint meeting of Board of Selectmen and Planning Board (at BOS on December 14<sup>th</sup>)
- Possible joint meeting of Board of Selectmen with School Committee
- **Doug** – annual adoption of Emergency Plan per Section 9 of the Emergency Management Ordinance
- 

## January 2016

### On the radar

-

## **RECURRING AGENDA ITEMS**

1. Annual Organizational Meeting (first meeting after May elections)
2. Town Manager/BOS quarterly check-ins
3. Quarterly joint meetings with PB (March, June, September, December)
4. Public Hearings and other actions relating to the May and November referenda
5. Annual utilities summit (new this year – probably in June after new members elected)
6. Monthly agenda-planning time
7. Annual goal-setting
8. Joint meetings with the School Committee twice a year (June and December?)
9. Annual adoption of Emergency Plan per Section 9 of the Emergency Management Ordinance

## **IDEAS FOR AGENDA ITEMS**

### **POLICE/PUBLIC SAFETY**

- new fine schedules in Town codes to accommodate the new unified court docket system
- Special Events Regulation – now that we have a new Ordinance, we need to propose a regulations with the actual standards
- Safe Zones Map and Signs
- 

### **PARKS & RECREATION**

- Discussion about Grant House and Goodrich Park w.r.t. the deed, deed restrictions and the donor's wishes.
- drafting a policy to address the seaweed problem
- Mary Andrews asked about the Parks & Rec Board and the concept of a new community center. Met with Nancy Stahlberg/Parks & Rec. Board – initial discussion about initial investigations for a new community center
- Senior Center, and what happens when the Police Department moves out?

### **FINANCE**

- Fiscal Policies. Discuss ideas for establishing policies about debt limits, fund balance goals, etc., in a comprehensive manner.
- When the Audit is finalized, present it to the BOS, and provide an overview of new changes to our cash handling procedures and other changes introduced to improve our internal controls

- Parking meter rates, areas that are metered, and parking fines – review these with respect to summer of 2016 as a mean of increasing municipal revenue. *Issue raised at BOS 1/29/15*
- Consider subdividing the property to allow the Blinn House to be sold

### **DPW/UTILITIES**

- Continue pushing back – urban compact boundary and Route One maintenance
- Public Hearing for the Main Street road reconstruction project
- Ask the BOS to consider applying the Lost Boundary Statute to facilitate a portion of the Broadway drainage project.
- Convene a meeting of the BOS, PB, YWD and YSD to discuss options for expanding utility services in the growth area. This is a core BOS goal, so make it happen! Tim mentioned there were discussions about TIFs in the past. We have placeholders in our Cap. Program.
- Amendment to the Road Posting Ordinance. We need to integrate the utility districts into this ordinance.
- Acceptance of the property on Bayhaven from YSD. (May ref. coming up)
- invasive species discussion to follow-up on abortive discussions in the fall about this matter
- trash contract expires June 2016. We can extend, or change to pay-per-bag, or... Start pondering during the summer of 2015 so we have a year to work on this.
- Joint meeting with the York Sewer District Board to discuss Main Street specifically, and sewer expansions generally

### **ENERGY**

- Selectmen's Street Light Policy – does this needs an update? There should be reference to energy conservation goals. Energy-efficient lights should be preferred. Solar-powered lights should be discussed. Also, we need to get at the new policies in Maine about the right for the Town to hang its own infrastructure on utility poles rather than being limited to renting lights from CMP.
- Energy Steering Committee – solar farm and other issues relating to budget
- replace our LEED standard with a new performance-based, non-commercial standard

### **OTHER**

- present the Immediate Comp Plan priorities to BOS
- Acceptance of the Norton property from YSD adjacent to the new police station site. (May ref. coming up)
- local circuit breaker ordinance options – apparently discussed during a joint BOS/School Committee meeting in August 2014. Also reference state's "property tax fairness credit" which was implemented to replace the circuit breaker program at the state level.

### **Public Requests**

- Meg Goldberg's question: should the Town propose an ordinance that would make recreational use of marijuana illegal? (see her e-mail 9/15/14)
- Request for taxi regulations

## **REPORTS & JOINT MEETINGS**

### **Municipal Boards**

1. Appeals Board
2. Assessment Review Board
3. Budget Committee – hopefully February 23, 2015
4. Cable TV Regulatory Commission
5. Capital Planning Committee
6. Conservation Commission
7. Design Review Board
8. Energy Steering Committee – *October 6, 2014; November 17, 2014*
9. Harbor Board
10. Historic District Commission
11. Municipal Social Services Review Board – January 26, 2015
12. Parks & Recreation Board
13. Planning Board – *September 25, 2014; December 8, 2014*
14. Shellfish Conservation Commission
15. Sohier Park Committee – *September 22, 2014*
16. Senior Citizen Advisory Board
17. Tax Task Force – January 12, 2015
18. Village Study Committee – *December 8, 2014*

### **Other Relevant Organizations**

1. York School Board – *August 20, 2014*
2. York Housing – *November 17, 2014*
3. York Public Library Trustees
4. York Water District – ?
5. York Sewer District – *August 28, 2014*
6. KK&W Water District
7. Kittery Water District
8. Ogunquit Sewer District
9. Kittery Sewer Department
10. Workforce Housing Coalition – *December 15, 2014*
11. Southern Maine Planning & Development Commission
12. Cycle York – *December 8, 2014*
13. First Parish Cemetery – *November 17, 2014*
14. Legislative Delegation – *January 26, 2015*
15. Leeward Landing – *February 9, 2015*
16. York Community Services Association – *February 9, 2015*



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Tax Task Force Appointment

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The current Tax Task Force members are as follows:

Thomas Carnicelli – Expiring 6/30/2015

Harold T. O'Rourke – Expiring 6/30/2016

Richard Bilden – Expiring 6/30/2016

Leonard V. Dorrian – Expiring 6/30/2015

Harry Kluger – Expiring 6/30/2015

RECOMMENDATION: Appoint Ms. Graves to a two year term (Expiring 6/30/2017) to continue staggering the appointments.

PROPOSED MOTION: I move to appoint Nan Graves as a Regular Member to the Tax Task Force, with a term expiring June 30, 2017.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Melissa M. Avery

REVIEWED BY: 



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Assessment Review Board Appointment

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The current Assessment Review Board members are as follows:

Gregory Gosselin – Expiring 6/30/2015

Joseph Carr – Expiring 6/30/2015

Leon Moulton – Expiring 6/30/2017

RECOMMENDATION: Appoint Ms. Hofer as a Regular Member to the Assessment Review Board for the standard three year term (Expiring 6/30/2018) to continue staggering the appointments.

PROPOSED MOTION: I move to appoint Kathleen Hofer as a Regular Member to the Assessment Review Board, with a term expiring June 30, 2018.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Melissa M. Avery

REVIEWED BY: 



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Planning Board Appointment

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The current Planning Board members are as follows:

Todd Frederick – Expiring 6/30/2015  
Alfred Cotton – Expiring 6/30/2016  
Lewis Stowe – Expiring 6/30/2016  
Gordon Eldridge – Expiring 6/30/2015  
Amy Phalon (Alternate) – Expiring 6/30/2017

RECOMMENDATION: Appoint Mr. Boardman as an Alternate on the Planning Board for the standard three year term (Expiring 6/30/2018) to continue staggering the appointments.

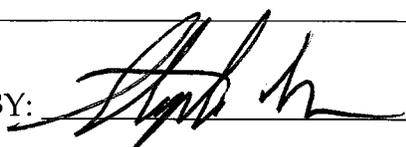
PROPOSED MOTION: I move to appoint Wayne Boardman as an Alternate Member to the Planning Board, with a term expiring June 30, 2018.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Melissa M. Avery

REVIEWED BY: 



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Special Event Permit: Cystic Fibrosis Foundation – Great Strides

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the Cystic Fibrosis Foundation's Great Strides event, scheduled for May 17, 2015.

PROPOSED MOTION: I moved to approve the Special Event Permit for the Cystic Fibrosis Foundation's Great Strides event, scheduled for May 17, 2015 subject to any attached conditions given by Department Heads.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Melissa M. Avery

REVIEWED BY: 

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>	
Police Department	<u>Szeniawski</u>	<u>12-09-2014</u>
Public Works	<u>Lessard</u>	<u>12-23-2014</u>
Parks/Recreation	<u>Sullivan</u>	<u>12-08-2014</u>
Village Fire	<u>Apgar</u>	<u>12-08-2014</u>
York Beach Fire	<u>Bridges</u>	<u>12-08-2014</u>
Code Enforcement	<u>Burns</u>	<u>02-06-2015</u>
York Ambulance	<u>Tucker</u>	<u>02-06-2015</u>
Water District	<u>Neumann</u>	<u>12-08-2014</u>
Sewer District	<u>Haskell</u>	<u>12-09-2014</u>

Special Conditions:

**Police Department:** One officer will be required at eh ball field for safety security.

Any Questions? Call Lieutenant Szeniaowski (207) 363-1031

**Beach Fire:** Organization will need to sully four Porta-potties to be placed by the chain link fence on the ball field.

Any Questions? Call Chief Bridges (207) 363-1014

**Public Works/Water/Sewer Departments:** Church Street will be undergoing water, sewer and pavement replacement but is believed to be finished before this event.

Any Questions? Call Dean Lessard (207) 363-1010

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date



## 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.

Name of Event: Great Strides York

Type of Event: Fundraising and awareness walk for cystic fibrosis

Organization Name: Cystic Fibrosis Foundation Phone #: 603-598-8191

Organization Address: 114 Perimeter Rd. Units G & H City: Nashua State: NH Zip: 03063

Applicant Name: Ashley Haseltine Phone #: 603-598-8191

Applicant Address: Same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name for Day of Event: Ashley Haseltine Contact Phone #: 603-490-6405

Date of Event: May 17, 2015 Day of Week: Sunday

Starting Time: 9:00 AM Ending Time: 12:00 PM

Assembly Area: York Beach Fire Department, 18 Railroad Ave, York Beach, ME

Dispersal Area: Same as above

Event Route: Please see route page included in packet.

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed) 400+

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

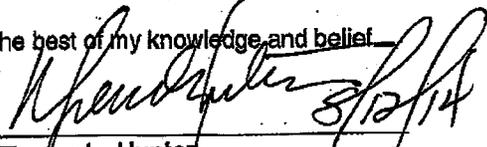
Participants will follow the route marked by arrows and volunteers will serve as crossing guards. There will be sponsor banners and tents at the Fire House.

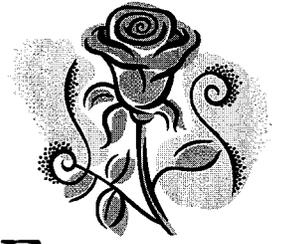
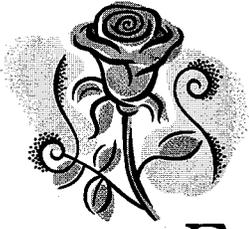
Describe how group is organized and supervised to insure order: Committee members and volunteers set up registration and activities at the Fire House, arrows along route. Participants begin walking at 10 AM. Volunteers serve as crossing guards to ensure walkers cross street safely. Walk committee supervises the walkers and volunteers. Volunteers and committee members will take route arrows down after the walk.

Purpose of the Event: The purpose of the event is to raise awareness and funds for cystic fibrosis.

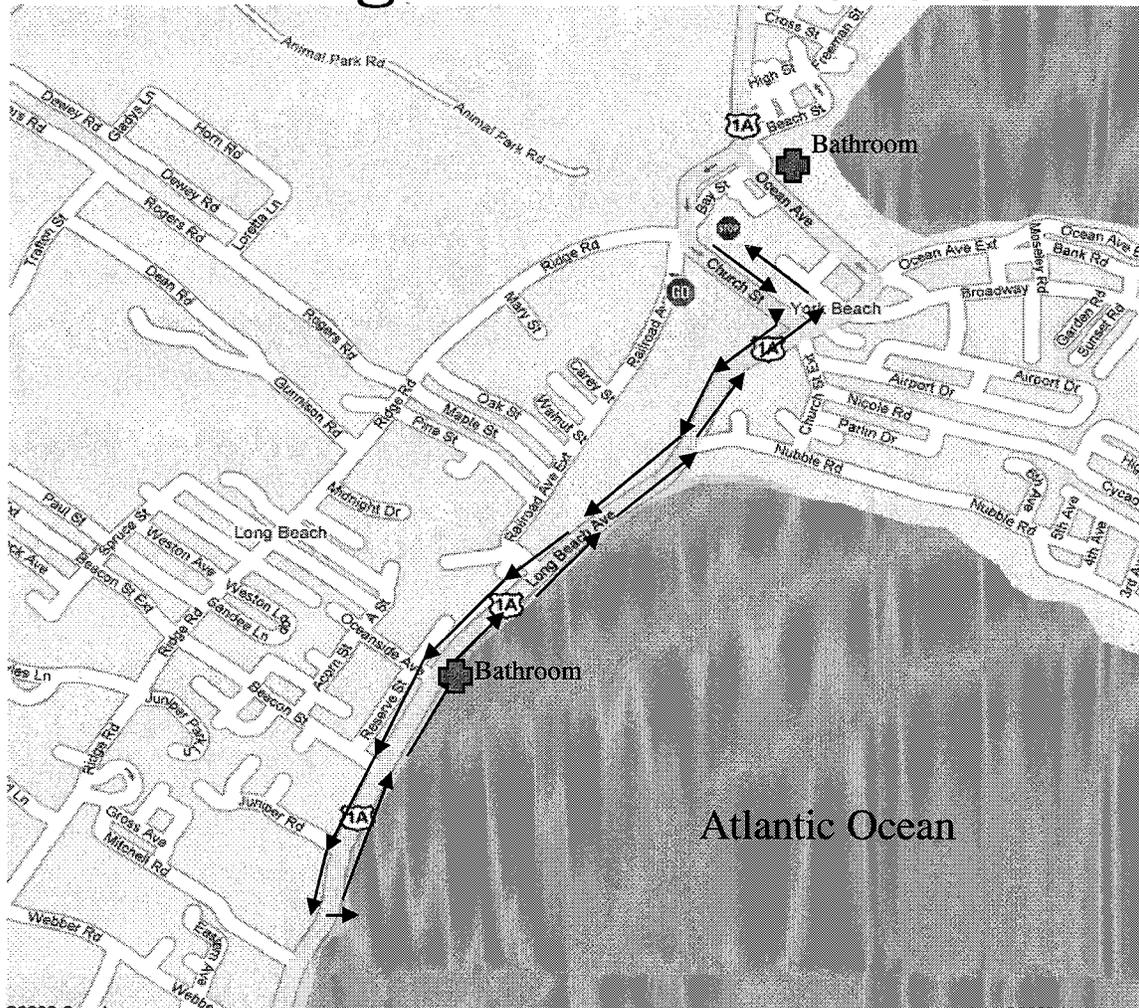
The above information is true to the best of my knowledge and belief.

Signature of Applicant: \_\_\_\_\_

  
Trevor L. Hunter  
Operations Supervisor



# Thank You Great Stride Walkers For taking strides to cure CF



## Directions:

1. Start At York Beach Fire Station and go left onto Church St.
2. At end of Church St. take a right onto Long Beach Ave.
3. Follow Long Beach Ave until you reach The Anchorage Inn
4. Cross the road at the Inn and head back up Long Beach Ave.
5. Take a left at Church St. and continue until you reach the end back at the fire station



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Special Event Permit: Leukemia and Lymphoma Society – Light the Night Walk	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the Leukemia and Lymphoma Society's Light the Night event, scheduled for October 3, 2015.

PROPOSED MOTION: I moved to approve the Special Event Permit for the Leukemia and Lymphoma Society's Light the Night event, scheduled for October 3, 2015 subject to any attached conditions given by Department Heads.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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: 12/10/14

Name of Event: LIGHT THE NIGHT WALK

Type of Event: FUNDRAISING WALK

Organization Name: THE LEUKEMIA + LYMPHOMA SOCIETY Phone #: 508-810-1300

Organization Address: 9 ERIE DRIVE City: NATICK State: MA Zip: 01760

Applicant Name: SARAH CALLAHAN Phone #: 508-810-1342 (o)

Applicant Address: 9 ERIE DRIVE City: NATICK State: MA Zip: 01760

Contact Name for Day of Event: SARAH CALLAHAN Contact Phone # 857-205-8760 (c)

Date of Event: OCTOBER 3, 2015 Day of Week: SATURDAY

Starting Time: 9:00 AM (SETUP) Ending Time: 9:00 PM

Assembly Area: YORK BEACH BALL FIELD

Dispersal Area: ELLIS PARK (NEAR BEACH PAULION)

Event Route: FROM BALL FIELD - TURN LEFT ON CHURCH STREET, LEFT ON 1A, RIGHT ON OCEAN AVENUE (KENDALL), LEFT ON BROADWAY, LEFT ON NUBBLE LIGHT HOUSE ACCESS ROAD, RIGHT ON BROADWAY, RIGHT ON KENDALL TO ELLIS PARK.

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)  
500-600

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

WALKING WITH SMALL BANNERS + LANTERNS

Describe how group is organized and supervised to insure order: STAFF MEMBERS +

VOLUNTEERS ALONG WITH MAPS DISTRIBUTED TO PARTICIPANTS

Purpose of the Event: RAISE FUNDS FOR BLOOD CANCER RESEARCH + PATIENT PROGRAMS

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

Signature of Applicant: Sarah Callahan

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>	
Police Department	<u>Szeniawski</u>	<u>12-29-2014</u>
Public Works	<u>Lessard</u>	<u>12-23-2014</u>
Parks/Recreation	<u>Sullivan</u>	<u>12-23-2014</u>
Village Fire	<u>Appar</u>	<u>12-23-2014</u>
York Beach Fire	<u>Bridges</u>	<u>12-23-2014</u>
Code Enforcement	<u>Burns</u>	<u>12-23-2015</u>
York Ambulance	<u>Tucker</u>	<u>02-06-2015</u>
Water District	<u>Neumann</u>	<u>12-23-2014</u>
Sewer District	<u>Haskell</u>	<u>12-23-2014</u>

Special Conditions:

**Police Department:** Will be implement a safety security plan requiring the sponsor to provide the Police Department with cell phone numbers from attendants at the rest stop at Nubble Light - Sohier Park and four detail officers (two on bikes, one at the tent and one in the counting room.  
Any Questions? Call Lieutenant Szeniawski (207) 363-1031

**Beach Fire:** Organization will need to supply five Porta-potties to be placed by the chain link fence on the ball field.  
Any Questions? Call Chief Bridges (207) 363-1014

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Special Event Permit: National MS Society – Bike MS: Great Maine Getaway	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the National MS Society's Bike MS: Great Maine Getaway event, scheduled for August 8, 2015.

PROPOSED MOTION: I moved to approve the Special Event Permit for the National MS Society's Bike MS: Great Maine Getaway event, scheduled for August 8, 2015 subject to any attached conditions given by Department Heads.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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: 11/18/14

Name of Event: Bike MS - Great Maine Getaway

Type of Event: Charity bicycle ride

Organization Name: National MS Society - Greater NE Chapter Phone #: \_\_\_\_\_

Organization Address: 101A First Ave Suite 6 City: Waltham State: MA Zip: 02451

Applicant Name: Bill Sykes Phone #: 508 746 3207

Applicant Address: 13 River St City: Plymouth State: MA Zip: 02360

Contact Name for Day of Event: Drew Davis Contact Phone #: 978 866 6955

Date of Event: 8/8/2015 Day of Week: Saturday

Starting Time: 8AM Ending Time: 4PM

Assembly Area: NA

Dispersal Area: NA

Event Route: See attached

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

450

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

NA

Describe how group is organized and supervised to insure order: \_\_\_\_\_

We will use SAG vehicles for rider control and local police for traffic control

Purpose of the Event: To raise funds for MS research

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

Signature of Applicant: \_\_\_\_\_



bike to  
create a world  
free of MS

MS Maine Getaway Day 1 - 100M									
Turn by turn		7:30:00	Start time	7:30:00 AM				20	8
Mile	Go	Turn Notes						Fastest	Slowest
37.55	0.29	Continue onto Main St						9:18:09	12:00:22
37.84	0.11	Turn left onto Wells St						9:18:59	12:02:27
37.95	6.42	Turn left onto Elm St						9:19:18	12:03:14
40.9		Berwick						9:27:48	12:24:29
44.3		South Berwick						9:37:35	12:48:58
44.37	0.19	Turn left onto ME-236 S						9:37:47	12:49:28
44.56	1.7	Turn left to stay on ME-236 S						9:38:20	12:50:50
46.26	5.08	Slight left onto ME-91 E						9:43:14	13:03:04
48.8		York						9:50:33	13:21:22
51.34	1.64	Sharp right to stay on ME-91 E						9:57:52	13:39:39
52.98	0.04	Sharp left onto Pudding Ln						10:02:35	13:51:27
53.02	0.52	Turn right onto Fall Mill Rd						10:02:42	13:51:45
53.54	0.55	Turn right to stay on Fall Mill Rd						10:04:12	13:55:29
54.09	0.26	Turn left onto Bog Rd						10:05:47	13:59:27
54.35	2.03	Continue straight onto Scituate Rd						10:06:32	14:01:19
56.38	1.3	Sharp left onto Chases Pond Rd						10:12:22	14:15:56
57.68	0.1	Turn right onto Agamenticus Rd/Mountain Rd						10:16:07	14:25:18
57.78	0.67	Turn left onto Greenleaf Parsons Rd						10:16:24	14:26:01
58.45	0.39	Turn left toward Greenleaf Parsons Rd						10:18:20	14:30:50
58.84	0.31	Turn right onto Clay Hill Rd						10:19:28	14:33:39
59.15	2	Turn left onto N Village Rd						10:20:21	14:35:53
61.15	3.55	Turn left onto Berwick Rd/Ogunquit Rd						10:26:07	14:50:17
62.4		South Berwick						10:29:43	14:59:17
64.7	2.43	Continue onto Boyds Corner Rd						10:36:20	15:15:50
67.13	0.85	Continue onto Lower Main St						10:43:20	15:33:20
67.98	0.25	Continue onto Main St						10:45:47	15:39:27
68.23	0.05	Slight right onto Market St						10:46:30	15:41:15
68.28	6.55	Turn right onto Wells St						10:46:39	15:41:37
69.9		Wells						10:51:19	15:53:17
74.83	0.4	Turn left onto ME-109 N						11:05:31	16:28:47
75.23	6.13	Turn right onto ME-9A E						11:06:40	16:31:39
79.73	4.09	Kennebunk						11:19:37	17:04:03
81.36	3.09	Turn left onto Cat Mousam Rd						11:24:19	17:15:48
83.82	0.63	Slight right onto Mill St						11:31:24	17:33:30
84.45	0.84	Turn right onto Alfred Rd						11:33:13	17:38:02
85.29	1.39	Continue straight onto ME-35 S/Alewive Rd						11:35:38	17:44:05
86.68	0.46	At the traffic circle, continue straight to stay on Fletcher St						11:39:38	17:54:06
89.38		Arundel						11:47:25	18:13:32
87.14	0.05	Turn left onto Main St						11:40:58	17:57:24
87.19	1.64	Turn right onto Summer St						11:41:06	17:57:46

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>	
Police Department	<u>Szeniawski</u>	<u>12-09-2014</u>
Public Works	<u>Lessard</u>	<u>12-08-2014</u>
Parks/Recreation	<u>Sullivan</u>	<u>12-08-2014</u>
Village Fire	<u>Apgar</u>	<u>12-08-2014</u>
York Beach Fire	<u>Bridges</u>	<u>12-08-2014</u>
Code Enforcement	<u>Harrison</u>	<u>02-06-2015</u>
York Ambulance	<u>Tucker</u>	<u>02-06-2015</u>
Water District	<u>Neumann</u>	<u>12-08-2014</u>
Sewer District	<u>Haskell</u>	<u>12-08-2014</u>

Special Conditions:

**Police Department:** Will be implement a safety security plan requiring the sponsor to provide the Police Department with cell phone numbers from attendants at the water stops, along with two detail officers and temporary signage at major intersections warning motorists of the bicyclists.

Any Questions? Call Lieutenant Szeniawski (207) 363-1031

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Special Event Permit: Cystic Fibrosis Foundation – Aptalis CF Cycle for Life	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the Cystic Fibrosis Foundation's Aptalis CF Cycle for Life event, scheduled for July 18 and 19, 2015.

PROPOSED MOTION: I moved to approve the Special Event Permit for the Cystic Fibrosis Foundation's Aptalis CF Cycle for Life event, scheduled for July 18 and 19, 2015 subject to any attached conditions given by Department Heads.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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: 12/12/2014

Name of Event: Aptalis CF Cycle for Life

Type of Event: Bicycle Ride

Organization Name: Cystic Fibrosis Foundation Phone #: (603)-598-8191

Organization Address: 114 Perimeter Road - G & H City: Nashua State: NH Zip: 03063

Applicant Name: Chris Vlangas Phone #: (603) 598-8191

Applicant Address: 114 Perimeter Road - G & H City: Nashua State: NH Zip: 03063

Contact Name for Day of Event: Chris Vlangas Contact Phone # (603) 486-7562

Date of Event: 7/18 & 19/2014 2015 *Dis-12-14* Day of Week: Saturday & Sunday

Starting Time: 8:00 AM Ending Time: 10:00 AM

Assembly Area: N/A

Dispersal Area: N/A

Event Route: Cape Neddick Road

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)  
200 Bicyclists traveling in small groups

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

200 Cyclists traveling in staggered groups

Describe how group is organized and supervised to insure order: Staggered groups traveling together following a detailed route

Purpose of the Event: Raise funds for Cystic Fibrosis Foundation

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

Signature of Applicant: *Chris Vlangas*

*shick*  
Trevor L. Hunter  
Operations Supervisor

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>
Police Department	<u>Szeniawski 12-29-2014</u>
Public Works	<u>Lessard 12-23-2014</u>
Parks/Recreation	<u>Sullivan 12-23-2014</u>
Village Fire	<u>Apgar 12-23-2014</u>
York Beach Fire	<u>Bridges 01-13-2014</u>
Code Enforcement	<u>Burns 12-23-2015</u>
York Ambulance	<u>Tucker 02-06-2015</u>
Water District	<u>Neumann 12-23-2014</u>
Sewer District	<u>Haskell 12-23-2014</u>

Special Conditions:

**Police Department:** Will be implement a safety security plan requiring the sponsor to provide the Police Department with cell phone numbers from attendants at the water stops, along with a detail officer being present and "political campaign size" signs at intersections that read "Caution Bicycle Riders Ahead"

Any Questions? Call Lieutenant Szeniaowski (207) 363-1031

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Special Event Permit: Traip Academy PTA – Traip Project Graduation 2015 Beach Sunrise	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the Traip Academy PTA's Traip Project Graduation 2015 Beach Sunrise event, scheduled for June 13, 2015.

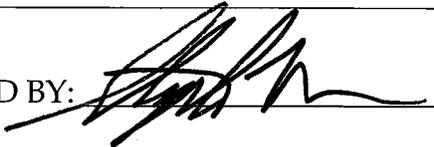
PROPOSED MOTION: I moved to approve the Special Event Permit for the Traip Academy PTA's Traip Project Graduation 2015 Beach Sunrise event, scheduled for June 13, 2015 subject to any attached conditions given by Department Heads.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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: 1/26/15

Name of Event: TRAP PROJECT GRADUATION 2015 BEACH SUNRISE

Type of Event: SUNRISE BEACH GATHERING TO CELEBRATE GRADUATION

Organization Name: TRAP ACADEMY MAINE PTA Phone # (207) 438-9215

Organization Address: 12 WILLIAMS AVE. City: KITTERY State: ME Zip: 03904

Applicant Name: TESS SCHNEIER, PRES. Phone # (207) 451-8575

Applicant Address: 6 RED MILL LN City: KITTERY State: ME Zip: 03904

Contact Name for Day of Event: TESS SCHNEIER Contact Phone # (207) 451-8575

Date of Event: JUNE 13, 2015 Day of Week: SATURDAY

Starting Time: 5 AM Ending Time: 7 AM

Assembly Area: LONG SANDS BEACH AREA BY BATH HOUSE

Dispersal Area: SAME

Event Route: 2 BUSES WILL PARK AS NEAR TO BATH HOUSE AT 5 AM - 7 AM AS PERMISSIBLE.

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)  
≤ 100 N/A

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

2 SCHOOL BUSES WITH 60 GRADUATES/ADVISORS; CONTINENTAL BREAKFAST FOOD TABLES IN BEACH

Describe how group is organized and supervised to insure order: TRAP ACADEMY FACULTY/ADVISORS AND PROJECT GRADUATION PARENT COMMITTEE MEMBERS

Purpose of the Event: TO "TOP OFF" (WITH SUNRISE) AN OVERNIGHT OF GRADUATION ACTIVITIES

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

Signature of Applicant: Tess Schneier

**For Town Use Only:**

Reviewed by:

<u>Department</u>	<u>Initials</u>
Police Department	_____
Public Works	_____
Parks/Recreation	_____
Village Fire	_____
York Beach Fire	_____
Code Enforcement	_____
York Ambulance	_____

Special Conditions IT WOULD BE GREATLY APPRECIATED IF  
THE LONG SANDS BATH HOUSE COULD BE OPEN AT  
5am, SO GRADUATION PARTICIPANTS COULD USE IF NEEDED.  
WE WOULD ALSO ~~AND~~ LIKE TO USE ELECTRICAL  
OUTLET ON BATHHOUSE SOUTH WALL TO PLUG IN  
FOR MUSIC. Many Thanks!

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>	
Police Department	<u>Szeniawski</u>	<u>02-02-2014</u>
Public Works	<u>Lessard</u>	<u>02-02-2014</u>
Parks/Recreation	<u>Sullivan</u>	<u>02-02-2014</u>
Village Fire	<u>Apgar</u>	<u>02-03-2014</u>
York Beach Fire	<u>Bridges</u>	<u>02-02-2014</u>
Code Enforcement	<u>Harrison</u>	<u>02-02-2015</u>
York Ambulance	<u>Tucker</u>	<u>02-06-2015</u>
Water District	<u>Neumann</u>	<u>02-03-2014</u>
Sewer District	<u>Haskell</u>	<u>02-02-2014</u>

Special Conditions:

**Police Department:** Will not require an officer if Traip's School Resource Officer will be in attendance.

Any Questions? Call Lieutenant Szeniewski (207) 363-1031

**Beach Fire:** Must comply with Beach Ordinance (No cooking, fires, etc)

Any Questions? Call Chief Bridges (207) 363-1014

**Parks and Recreation:** Organization will need to contact Parks and Recreation one week prior to the event to make arrangements for the bathhouse to be open as requested.

Any Questions? Call Michael Sullivan (207) 363-1040

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: February 9, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Special Event Permit: York Hospital – York Hospital 5K Road and Cross Country Race	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the York Hospital's York Hospital 5K Road and Cross Country Race event, scheduled for June 6, 2015.

PROPOSED MOTION: I moved to approve the Special Event Permit for the York Hospital's York Hospital 5K Road and Cross Country Race event, scheduled for June 6, 2015 subject to any attached conditions given by Department Heads.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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: January 7, 2015

Name of Event: York Hospital 5K Road & Cross Country Race 2015

Type of Event: 5K Road Race

Organization Name: York Hospital Phone #: 351-3430

Organization Address: 15 Hospital Drive City York State: ME Zip: 03909

Applicant Name: Barb Amergian Phone #: 351-3430

Applicant Address: 15 Hospital Drive City: York State: ME Zip: 03909

Contact Name for Day of Event: Barb Amergian Contact Phone # 475-5459 (c)

Date of Event: June 6, 2015 Day of Week: Saturday

Starting Time: 8:30 AM Ending Time: 10:30 AM

Assembly Area: York Hospital Campus - in back of Strater Wing

Dispersal Area: York Hospital Campus - in front of Strater Wing

Event Route: SEE ATTACHED

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)  
800 - we have secured a certificate of liability, naming the Town of York and Old York Historical Society  
(for Steedman Woods section) as additional insured.

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

none

Describe how group is organized and supervised to insure order: SEE ATTACHED

Purpose of the Event: Fundraising/Community Event for York Hospital.

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

Signature of Applicant: Barb Amergian

**EVENT ROUTE:**

Race begins in back parking lot near ER at YH, right onto York Street, taking a right onto Route 103. Right onto the Wiggly Bridge, continue through Steedman Woods onto Mill Dam Road. Exit left onto Lindsay Road, Right on Organug Road, follow to the end. Right onto York Street, Right onto Lindsay Road, then around the cemetery, Hairpin/U-turn onto the other side of Lindsay Road, Right onto York Street, Right onto Hospital Drive, up the hill through the hospital upper parking lot, ends at crosswalk in front of Strater Wing.

***Describe how group is organized and supervised to insure order:***

The participants will be encouraged to park on-site at the hospital. The registration will take place on-site with over 20 volunteers handling the process. The race will begin on-site with a police escort, as in years past. The police car will remain in front of the lead runner during the race. Runners will also be guided by over 25 course volunteers waving orange flags stationed throughout the course and town, At the end of the race, the runners will be guided/flagged back into the hospital entrance at Hospital Drive with the help of orange cones to keep all participants safe at this intersection, and also with help of volunteers, then crossing the finish line in front of the Strater Wing, with a professional timing company. Staff remains on-site (Fundraising Office Staff) from 6:00 AM until the last person leaves. York Ambulance has been notified, will have a presence on hospital premises, and will be following behind the races/walkers until they cross the finish line.

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>
Police Department	<u>Szeniawski 02-02-2014</u>
Public Works	<u>Lessard 02-02-2014</u>
Parks/Recreation	<u>Sullivan 02-02-2014</u>
Village Fire	<u>Apgar 02-03-2014</u>
York Beach Fire	<u>Bridges 02-02-2014</u>
Code Enforcement	<u>Harrison 02-02-2015</u>
York Ambulance	<u>Tucker 02-06-2015</u>
Water District	<u>Neumann 02-03-2014</u>
Sewer District	<u>Haskell 02-02-2014</u>

Special Conditions:

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\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: February 6, 2015

ACTION

DATE ACTION REQUESTED: February 9, 2015

DISCUSSION ONLY

SUBJECT: Special Event Permit: York Village Association - Marketfest

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval

RECOMMENDATION: Approve the Special Event Permit for the York Village Association's Marketfest event, scheduled for October 16 and 17, 2015.

PROPOSED MOTION: I moved to approve the Special Event Permit for the York Village Association's Marketfest event, scheduled for October 16 and 17, 2015 subject to any attached conditions given by Department Heads.

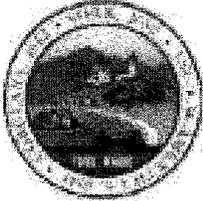
FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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: 1-29-15

Name of Event: Marketfest - York Village

Type of Event: Art + Craft Festival

Organization Name: York Village Association Phone #: 363-3373

Ana Knowles  
Pres.

Organization Address: PO Box 650 City York State: ME Zip: 03909

Applicant Name: Gloria Gustafson Phone #: 363-4687

Applicant Address: 19 Organng Rd City York State: ME Zip: 03909

Contact Name for Day of Event: Ana Knowles <sup>Bank of Maine</sup> Contact Phone #: 363-3373

Date of Event: Oct 16+17 2015 Day of Week: Friday + Saturday

Starting Time: 9 AM F+S Ending Time: 4 PM F+S

Assembly Area: Village Green / First Parish Church

Dispersal Area: N/A

Event Route: N/A

Approximate Number of Persons Attending (If more than 500, insurance coverage needed)  
3000

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: YVA members + volunteers York Police, Fire Dept + Ambulance onsite

Purpose of the Event: Food + Craft Festival - Fund Raiser for non profits

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

Signature of Applicant: Gloria Gustafson

**For Town Use Only**

Reviewed by:

<u>Department</u>	<u>Initials</u>
Police Department	<u>Szeniawski 02-02-2014</u>
Public Works	<u>Lessard 02-02-2014</u>
Parks/Recreation	<u>Sullivan 02-02-2014</u>
Village Fire	<u>Apgar 02-03-2014</u>
York Beach Fire	<u>Bridges 02-02-2014</u>
Code Enforcement	<u>Harrison 02-02-2015</u>
York Ambulance	<u>Tucker 02-06-2015</u>
Water District	<u>Neumann 02-03-2014</u>
Sewer District	<u>Haskell 02-02-2014</u>

Special Conditions:

**Police Department:** Will have a safety security plan in place with the organization as in previous years.

Any Questions? Call Lieutenant Szeniaowski (207) 363-1031

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date