



# Town of York

186 York Street  
York, Maine 03909-1314

## SELECTMEN'S MEETING 6:00/7:00 P.M. MONDAY DECEMBER 12, 2011 YORK LIBRARY

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

**5:45PM: Executive Session: Real Estate (Pursuant to M.R.S.A. Title 1, §405 (6)(C))**

**6:00PM: Work Session - FY13 Budget**

**Call to Order**

**Pledge of Allegiance**

**A. Minutes**

- November 28, 2011 Selectmen's Meeting Minutes

**B. Chairman's Report**

**C. Manager's Report**

**D. Awards**

**E. Reports**

**F. Citizens Forum** - The citizen's 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 #24**

## H. Public Hearings

- Sale of Town Owned Property:
  - 5 Passaic Road
  - 43 Railroad Avenue Extension
  - 327 Ridge Road
  - 32 Trafton Street
  - 26 Juniper Road
  - 216 Clay Hill Road

## I. Endorsements

### License Applications

- Alliance Energy, LLC dba Mr. Mike's (Victualers)
- Hannaford Bros. Co. dba Hannaford Food & Drug (Victualers)
- Bonnie and Bill Alstrom dba Morning Glory Inn (Bed & Breakfast)
- Michael and Diane McGrath dba ViewPoint (Hotel/Motel with Cooking Facilities)
- Donna H. Archibald dba Chapman Cottage (Victualers, Liquor and Bed & Breakfast)
- Woods Family Inc. dba Daily Grind (Victualers)

## J. Old Business

## K. New Business

1. Request for Contingency Funds for Public Safety Antenna
2. Discussion of Fires on Town Beaches
3. Approval of Purchase and Sale Agreements for Sale of Town-Owned Property
4. Bids from Realtors for Marketing/Sale of Town Properties
5. Property Redemption Request: 650 York Street (Tax Map 46, Lot 11)
6. Special Event Permit Application: Nubble Light Challenge 7/14/12
7. Games of Chance: 2012 Blanket Letter of Approval

## L. Other Business

## M. Citizens Forum

## Adjourn



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## MEETINGS

### WEEK OF DECEMBER 12, 2011

#### MONDAY, DECEMBER 12, 2011

6:00/7:00PM Board of Selectmen, York Library

#### TUESDAY, DECEMBER 13, 2011

3:15PM Tax Task Force, York Library

7:00PM Conservation Commission, Senior Center

#### WEDNESDAY, DECEMBER 14, 2011

8:00AM Capital Planning, Superintendent's Office

9:00AM York Housing, Baldwin Center

3:00PM Water District, Water District Office

5:00PM Charter Commission, York Library

5:30PM Historic District Commission, York Library

7:00PM Board of Appeals, York Library

#### THURSDAY, DECEMBER 15, 2011

5:00PM Sewer District, Sewer District Office

6:30PM Energy Efficiency Steering Committee, York Library

7:00PM Budget, York Library

#### FRIDAY, DECEMBER 16, 2011

8:30AM York Village Study Committee, York Library

*~ Meetings Subject to Change ~*

**SELECTMEN'S MEETING**  
**6:30/7:00PM MONDAY, NOVEMBER 28, 2011**  
**YORK LIBRARY**

**Present:** Chair; Tracy Jackson-McCarty, Vice Chair; Mary Andrews, Edward W. Little, Kinley Gregg, Scott Fiorentino, Town Manager; Robert G. Yandow, Recorder; Susan Scott, and members of the press and public.

**Call to Order**

**6:30PM: Executive Session: Real Estate (Pursuant to MRSA Title 1, Section 405 (6)(C))**

Moved by Ms. Andrews and seconded by Mr. Little to enter into Executive Session: Legal (Pursuant to MRSA Title 1, Section 405 (6) (C) at 6:31PM.

Moved by Ms. Andrews and seconded by Ms. Gregg to exit the Executive Session: Legal (Pursuant to MRSA Title 1, Section 405 (6) (C) at 6:58PM.

**Pledge of Allegiance**

**A. Minutes**

- November 14, 2011 Selectmen's Meeting Minutes: Moved by Ms. Andrews, seconded by Mr. Little to approve the November 14, 2011 Selectmen's Meeting Minutes, as amended. Vote 5-0, motion passes.

**B. Chairman's Report**

None.

**C. Manager's Report**

Town Manager, Robert G. Yandow, confirmed the Selectmen would meet on December 12 and 19 in order to accommodate the Christmas holiday. The Festival of Lights is taking place this upcoming weekend, Friday through Sunday, and will include a sing-a-long, lighting of the village, judged parade and other activities. The public are welcome to visit Town Hall for cider and homemade cookies. Congratulated Mike Sullivan for induction into the York High School Hall of Fame.

**D. Awards**

None.

**E. Reports**

**1. Report from Cape Neddick Beach Task Force.**

Ron McAllister, Cape Neddick Beach Task Force member, discussed the Selectmen appointing members to the Task Force in January 2011. Two principles that have led to the Task Force's recommendations are ensuring public access to and interest in Cape

Neddick Beach. Deeds provided by the Town and homeowners revealed Cape Neddick Beach is privately owned. Four privately owned properties with three different owners make up the sandy portion of beach extending to the low water line. The Task Force interviewed these homeowners who are interested in working with the Task Force throughout the process. These civic minded families are interested in maintaining public access to the beach, and agreed with the draft report provided by the Task Force. Wise management of the beach rests on partnership between the Town and homeowners, and can be accomplished with the following recommendations: The Town recognize private ownership of the beach including the superiority of private rights over public access. Secondly, the local authority should protect the beach as a viable resource for public use but continue to secure private ownership of this area. Lastly, the Town should not commit to any improvements that would increase either access or use of the beach. The Task Force understood its charge from the Selectmen to include determining level of services to be provided to the beach including lifeguards, cleanliness, and trash collection. The recommendations provided in the report provide a viable alternative for continued public enjoyment of beach while addressing above concerns. The greatest concern of property owners is increased traffic to the area as neighbors would like the area to remain a drop off beach with no increased parking problems and usage of the beach. The Selectmen may want to consider incentives like a possible tax credit for placement of a portable toilet at a discreet location on an individual homeowner's land.

Selectmen Little inquired to liability issues relative to no lifeguard presence on the beach, issue of access to a portable toilet, and the overall monitoring of the beach for health and safety issues.

Mr. McAllister responded that after speaking with them, the neighbors felt they would not be liable for safety issues so long as the public were not personally invited onto the beach.

Mr. Sullivan stated there were no state laws requiring the Town to provide lifeguards at beaches. His department has dealt with these same issues specific to the trails at Mt. Agamenticus, and is confident the laws favor municipalities and public use of land. Cape Neddick Beach has always been treated as a public beach created by a partnership between the Town and private homeowners. The Town retains the authority to close or post beaches should toxic bacteria levels exceed healthy standards.

Selectmen Andrews recommended the focus be on cleaning the river water, and opposed any proposal that would change how this area has previously functioned.

Chuck Ott, Task Force member, discouraged Selectmen in pursuing a legal approach to evaluating this area, and encouraged Selectmen to rely on creating an enduring partnership with the local homeowners to preserve the use and enjoyment of this precious resource.

Mr. Sullivan recommended approval of the report, and offered to be the liaison for the Town, Task Force and neighbors in strengthening the relationship and discussing issues including negotiating a location for a portable toilet.

Town Manager Yandow confirmed it was appropriate for Selectmen to revisit this issue in the future but noted the Selectmen have the authority to act on the report at tonight's meeting.

The Selectmen discussed having the Town attorney review signage and liability issues prior to taking action, and thanked the Cape Neddick Beach Task Force for their presentation and hard work.

**F. Citizens Forum** - The citizen's 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.

Public Comment: Ron Nowell  
Carol Allen  
Mike Sullivan

**G. Approval of Warrant #22**

Moved by Ms. Andrews, seconded by Mr. Little to approve Warrant #22, without objection, so ordered.

**H. Public Hearings**

- **Maine Municipal Association, General Assistance Ordinance: Annual Review of Appendices A, B and C.**

Moved by Ms. Andrews, seconded by Mr. Little to open the public hearing at 8:13pm, motion passes.

Town Manager Yandow described this annual exercise of the Selectmen approving the appendices for General Assistance changes in maximum allowances.

Public Comment: None.

Moved by Ms. Andrews, seconded by Ms. Gregg to close the public hearing at 8:14pm, motion passes.

**I. Endorsements**

License Applications

- **Justin Rosberg & Jason Parent dba The Meat House (Victualers)**
- **Sentry Hill York Harbor (Victualers)**

Moved by Mr. Little, seconded by Ms. Gregg to approve the following license applications: Justin Rosberg & Jason Parent dba The Meat House (Victualers), and Sentry Hill York Harbor, LLC (Victualers) subject to taxes, fees, and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

**J. Old Business**

None.

**K. New Business**

**1. Maine Municipal Association, General Assistance Ordinance: Annual Review of Appendices A, B and C.**

General Assistance Administrator, Luke Vigue, discussed the annual process in which the Board of Selectmen are requested to adopt maximum levels of General Assistance as set forth in Appendices A - C. Assistance levels are set each October 1, and this year increased by 1.3% for all municipalities including food and housing. Mr. Vigue believes these numbers are accurate and does not believe further studies are required.

Moved by Ms. Andrews, seconded by Mr. Little to approve the new 2011-2012 General Assistance Ordinance Appendices A, B and C of the Maine Municipal Association. Vote 5-0, motion passes.

**2. RFP for Energy Improvements to Town Buildings.**

Town Manager Yandow stated the Energy Efficiency Steering Committee (EESC) previously recommended MACTEC Engineering conduct an energy audit of municipal buildings, and based on the audit results, now recommends approval of the draft Request for Proposal (RFP) for completion of energy improvements to 5 town owned facilities.

EESC Acting Chairman, Wayne Boardman, discussed the original charge from the Selectmen in 2009 for the Committee to research methods to minimize the Town's carbon footprint, analyze energy audits, and utilize voter approved monies to improve energy performance for town owned facilities. Included in the 15 town owned buildings were both the library and school facilities as town funds were used for their maintenance. The library has since been removed from the list of recommended buildings as the library trustees have agreed to complete their own energy efficiency improvements. EESC member representing the school district requested their buildings be set aside for now as they are working on their own energy upgrades. The Committee focused on 5 buildings including the Town Hall, Police Station/Senior Center, Grant House, and both York Beach and Village fire stations that were most in need of energy saving upgrades, and would realize the best return on investment in the least amount of time. A summary of energy audit recommendations

totaling \$92,800 would encompass Phase I of the project allowing additional improvements to be proposed in a later Phase II. Committee members spoke with the fire chiefs and department heads for input for possible improvements. The Committee seeks Selectmen approval of the draft RFP for the Town to solicit proposals for construction of energy improvements of the 5 town owned facilities, and permission for the Committee to work with building occupants to better understand actual use of the buildings.

Moved by Ms. Andrews, seconded by Ms. Gregg to approve the results of the municipal energy audit and the RFP as developed by the Energy Efficiency Steering Committee for solicitation of proposals for energy upgrades for five municipal buildings. Vote 5-0, motion passes.

**3. Bids from Realtors for Marketing/Sale of Town Properties.**

To be postponed until a later date as questions were raised in the Executive Session prior to the meeting.

**4. Discussion of FY13 Operating Budget.**

Town Manager Yandow began the FY13 budget review for continued discussion at upcoming meetings and possible workshops. Department Heads provided needs-based budgets for Manager review. Selectmen to provide direction as to parameters for budget recommendations including increases and/or decreases to the operating budget. Budget changes include providing both Human Resources and Technology exclusive line items separate from Finance. Other changes include a 2% Cost Of Living Adjustment per previously agreed collective bargaining, a health insurance increase of 1.9%, and increased Town contribution to Maine PERS. Mr. Yandow stressed the importance of adequately addressing previous' years reductions in personnel and in services, the resultant impacts to infrastructure, related tax impacts, and the debt service increasing to \$600,000.

The Selectmen requested a budget workshop with presentation of impacts resulting from the prior three years of cuts, and a more thorough review of the qualitative versus quantitative results.

**5. Property Redemption Request: 35 Cider Hill Road (Tax Map 90, Lot 83).**

Moved by Ms. Andrews, seconded by Mr. Little to allow with stated Conditions the redemption of Tax Map 0090, Lot 0083, 35 Cider Hill Road by the former property owner. Vote 5-0, motion passes.

**6. Property Redemption Request: 229 Mountain Road (Tax Map 96, Lot 126).**

Moved by Ms. Andrews, seconded by Mr. Little to allow with stated Conditions the redemption of Tax Map 0096, Lot 0126, 229 Mountain Road by the former property owner. Vote 5-0, motion passes.

**7. Catered Function by Qualified Catering Organization Application: Kitchen Chicks – Event December 14, 2011.**

Moved by Ms. Andrews, seconded by Mr. Little to approve the application for a Catered Function by Qualified Catering Organization for Kitchen Chicks for the event to be held Wednesday, December 14, 2011 from approximately 5:00pm to 9:00pm. Vote 5-0, motion passes.

**L. Other Business**

Selectmen Andrews discussed residents' concerns for increasing cable bills.

Town Manager Yandow stated the Town will start the cable contract review within 6 months at which time provisions could be discussed during the negotiation process with Time Warner Cable. In response to Selectmen inquiry to create an assistance fund that could assist residents with increasing cable costs, a fund could be established but would have to operate under similar guidelines like those for the General Assistance program with income requirements. Mr. Yandow noted that the paint striping on Ridge Road has been scheduled, and should occur shortly.

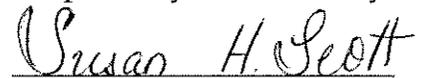
**M. Citizens Forum**

Public Comment: Carole Allen  
Jerry Allen  
Fred Knox

**Adjourn**

Moved by Ms. Andrews, seconded by Mr. Little to adjourn at 9:33PM.

Respectfully Submitted By:



Susan H. Scott; Recorder



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

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 7, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> December 12, 2011	
Regular <input checked="" type="checkbox"/> Work Session	
<b>Subject:</b> Approval of Purchase and Sale Agreements	

<b>TO:</b> Board of Selectmen
<b>FROM:</b> Robert G. Yandow, Town Manager
<b>RECOMMENDATION:</b> Approve Purchase and Sale Agreements
<b>PROPOSED MOTION:</b> I move to authorize the Town Manager to sign Purchase and Sale agreements with 1. Cynthia Baldwin for the sale of 43 Railroad Avenue Extension; 2. Charles and Judith Wayne for the sale of 327 Ridge Road; 3. Michael Picard for the sale of 216 Clay Hill Road; 4. Jeffrey and Susan Denny for the sale of 5 Passaic Court; 5. Daniel Beaudry for the sale of 26 Juniper Road and 6. David and Cathy Mirra for the sale of 32 Trafton Street.

**Discussion:** In September of this year the Town offered a series of town-owned properties to abutters through a sealed bid process. The Town had previously received voter approval to dispose of the properties. As a result of the bid process high bidders were determined and purchase and sale agreements were developed for approval by the Town and the buyers. All of the purchase and sale agreements are subject to public hearings which will be conducted prior to this agenda item.

<b>FISCAL IMPACT:</b>
<b>DEPARTMENT LINE ITEM ACCOUNT:</b>
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: Robert H. Yandow

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

## PURCHASE AND SALE AGREEMENT

1. PARTIES: This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in the Town of York, County of York and State of Maine ("Seller"), who agrees to sell, and The Cynthia J. Baldwin Living Trust, Cynthia J. Baldwin Trustee, with a mailing address of 231 Chester Street in East Hartford, CT 06108 ("Buyer"), who agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 hereof.
2. PREMISES: The premises to which this Agreement applies is a certain lot or parcel of land located at 43 Railroad Avenue Extension in the Town of York, County of York and State of Maine, and being more particularly described the lien or other instrument recorded in Book 6598, Page 65, in the York County Registry of Deeds (the "Premises"), together with the improvements thereon (if any) and appurtenances thereto, subject to any easements or otherwise existing; see also Tax Map 136, Lot 277.
3. PURCHASE PRICE: The purchase price for the Premises is Ten Thousand Four Hundred Sixty Dollars (\$10,460.00), payable as follows:
  - a. One Thousand Dollars (\$1,000.00) which has been paid as an earnest money deposit to Seller (the "Deposit"), the receipt whereof is hereby acknowledged, which Deposit is to be held by Seller and disbursed in accordance with the terms and conditions of this Agreement; and
  - b. The balance of said purchase price is to be paid to Seller at the time of delivery of the deed by certified, cashier's, treasurer's or bank check, subject to all credits and prorations hereinafter set forth.
4. DEED: The Premises are to be conveyed by a municipal release deed running to Buyer. Should title to the Premises prove to be defective prior to closing for any reason, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to correct and cure such defects and the closing shall be extended for such reasonable period, but curing such defects have be at Seller's discretion. If such defects cannot be cured within such a reasonable period, then Buyer shall either: (a) elect to close and accept title "as is", without reduction in the purchase price; or (b) terminate this Agreement, whereupon the Deposit and any interest thereon shall be returned to Buyer and neither party shall have any further obligations hereunder.
5. TIME FOR PERFORMANCE/DELIVERY OF DEED: Such deed and other transfer documents are to be delivered and the consideration paid on within 90 calendar days of the execution of this Agreement by all parties, in final form. Closing shall be on the last business day before the end of such 90 day period, at 9:00 A.M.; or at Buyer's option, on such earlier date and time as Buyer may elect upon not less than fourteen (14) days prior notice to Seller. The Seller does NOT agree to execute or deliver any title insurance affidavits or other documents which might otherwise be customary or typical at closings.

6. CONTINGENCIES: In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle the other to terminate this Agreement by giving that party written notice of terminating party's intention to do so within the time period specified. Upon such termination, Seller shall return to Buyer the Deposit, together with all interest earned thereon, and the parties shall be relieved of all further obligations under this Agreement:
- a. Public Hearing: This Agreement is contingent upon the Board of Selectmen of the Seller holding at least 30 days before closing, at least one duly advertised public hearing on this Agreement, which hearing is determined to be satisfactory in the opinion of the Board of Selectmen. Only Seller may exercise this contingency in the event the said hearing has not been held.
- b. Title. This Agreement is contingent on Buyer being satisfied with (i) the state of title pursuant to research of the records at the York County Registry of Deeds, such title research to be completed at least 15 days before closing is scheduled. Buyer may exercise this contingency by providing notice to Seller at least 15 days before closing is scheduled, which notice must include a specific statement of the defect or encumbrance causing Buyer's termination.
7. POSSESSION AND CONDITION OF PREMISES: Full possession of the Premises, free of all tenants and occupants, is to be delivered at the closing hereunder, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted. Discovery by Buyer of any latent defect in the condition of the Premises prior to the closing shall be regarded as a material change in condition for purposes of this Agreement.
8. ACCEPTANCE OF DEED: The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to otherwise survive delivery of the deed hereunder.
9. REAL ESTATE TAXES/TRANSFER TAXES: The Premises under current Maine law is not subject to real estate taxes, as such, no real estate taxes are to be prorated at closing. Transfer taxes on sale shall be the responsibility of each party to the transaction in accord with Maine law, and Seller's understanding is that it is exempt from such tax in this transaction. This provision shall survive the closing.
10. BROKERAGE: Seller and Buyer represent to each other that they have not engaged the services of any real estate broker or other person who would be entitled to a fee due to the sale of the Premises and each agrees to indemnify and hold the other harmless from and against any such claims being asserted for services rendered in connection with this transaction based on such party having engaged the services of the claimant. This agreement to indemnify shall survive the closing or termination of this Agreement.

11. DEFAULT/DAMAGES: Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, together with all interest earned thereon, or to pursue such remedies as are otherwise available under Maine law. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may elect to retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer or to pursue such remedies as are otherwise available under Maine law.

12. SELLER'S WARRANTIES AND REPRESENTATIONS: Seller hereby makes the following representations and warranties to Buyer, as of the date of this Agreement and except as noted herein, every date through the date of closing, each of which is true and correct and is being relied upon by Buyer notwithstanding any investigation made by or on behalf of Buyer:

- a. Seller is a municipal corporation duly organized under the laws of the State of Maine, with full capacity, power and authority to enter into and perform the transaction contemplated by this Agreement;
- b. As of the date of this Agreement, there are no litigation, liens, judgments, violations, or proceedings pending or to Seller's knowledge threatened against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;
- c. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof, which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;
- d. To the best of Seller's knowledge, there are no underground oil storage facilities located on the Premises; and
- e. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date hereof and as of each date through and including the closing.

13. BUYER'S WARRANTIES AND REPRESENTATIONS: If Buyer is an entity such as a trust, limited liability company or corporation, it hereby makes the following representations and warranties to Seller, as of the date of this Agreement and every date through the date of closing, each of which is true and correct and is being relied upon by Seller notwithstanding any investigation made by or on behalf of Seller:

- a. Corporate Organization. Buyer is an entity duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the legal power and authority to enter into and perform this Agreement;
- b. Corporate Authorization. The Board of Directors, members or others in authority with respect to Buyer have approved this Agreement and the performance hereof and no further corporate action by Buyer is required in connection therewith.
- c. Capacity to Act. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's Articles of Incorporation or bylaws.

Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein, as of the date hereof and as of each date through and including the closing.

14. MEDIATION: Any dispute or claim arising out of or relating to this agreement or the property addressed in this agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same manner in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing.

15. MISCELLANEOUS:

a. Notices: Any notice, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Seller:                      The Inhabitants of the Town of York  
    186 York Street  
    York, Maine 03909-1314  
    Attn: Town Manager

To Buyer:                      \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

Either party may change its address for purposes of this Paragraph by giving the other party notice of the new address in the manner described herein.

b. Entire Agreement: This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

c. Binding Effect: This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller provided, however, that Buyer may, without the consent of Seller, assign this Agreement to any entity formed by Buyer for the purpose of acquiring title to the Premises.

d. Modification: This Agreement may not be modified, waived or amended except in writing signed by Seller and Buyer. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Construction: As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with Maine law. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

f. Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:

INHABITANTS OF THE TOWN OF  
YORK

By its Town Manager, thereunto duly  
Authorized by the Board of Selectmen;

\_\_\_\_\_  
Robert G. Yandow, Town Manager

Date of execution of Agreement by Seller: \_\_\_\_\_, 2011.

Buyer:

\_\_\_\_\_  
Witness

Date of execution of Agreement by Buyer: \_\_\_\_\_, 2011.

## PURCHASE AND SALE AGREEMENT

1. PARTIES: This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in the Town of York, County of York and State of Maine ("Seller"), who agrees to sell, and Charles and Judith Wayne with a mailing address of 27 Applegate Lane in Reading, MA 01867 ("Buyer"), who agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 hereof.
2. PREMISES: The premises to which this Agreement applies is a certain lot or parcel of land located at 327 Ridge Road in the Town of York, County of York and State of Maine, and being more particularly described the lien or other instrument recorded in Book 15471, Page 759, in the York County Registry of Deeds (the "Premises"), together with the improvements thereon (if any) and appurtenances thereto, subject to any easements or otherwise existing; see also Tax Map 131, Lot 532.
3. PURCHASE PRICE: The purchase price for the Premises is Eleven Thousand Eleven Dollars (\$11,011.00), payable as follows:
  - a. One Thousand Dollars (\$1,000.00) which has been paid as an earnest money deposit to Seller (the "Deposit"), the receipt whereof is hereby acknowledged, which Deposit is to be held by Seller and disbursed in accordance with the terms and conditions of this Agreement; and
  - b. The balance of said purchase price is to be paid to Seller at the time of delivery of the deed by certified, cashier's, treasurer's or bank check, subject to all credits and prorations hereinafter set forth.
4. DEED: The Premises are to be conveyed by a municipal release deed running to Buyer. Should title to the Premises prove to be defective prior to closing for any reason, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to correct and cure such defects and the closing shall be extended for such reasonable period, but curing such defects have be at Seller's discretion. If such defects cannot be cured within such a reasonable period, then Buyer shall either: (a) elect to close and accept title "as is", without reduction in the purchase price; or (b) terminate this Agreement, whereupon the Deposit and any interest thereon shall be returned to Buyer and neither party shall have any further obligations hereunder.
5. TIME FOR PERFORMANCE/DELIVERY OF DEED: Such deed and other transfer documents are to be delivered and the consideration paid on within 90 calendar days of the execution of this Agreement by all parties, in final form. Closing shall be on the last business day before the end of such 90 day period, at 9:00 A.M.; or at Buyer's option, on such earlier date and time as Buyer may elect upon not less than fourteen (14) days prior notice to Seller. The Seller does NOT agree to execute or deliver any title insurance affidavits or other documents which might otherwise be customary or typical at closings.

6. CONTINGENCIES: In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle the other to terminate this Agreement by giving that party written notice of terminating party's intention to do so within the time period specified. Upon such termination, Seller shall return to Buyer the Deposit, together with all interest earned thereon, and the parties shall be relieved of all further obligations under this Agreement:
  - a. Public Hearing: This Agreement is contingent upon the Board of Selectmen of the Seller holding at least 30 days before closing, at least one duly advertised public hearing on this Agreement, which hearing is determined to be satisfactory in the opinion of the Board of Selectmen. Only Seller may exercise this contingency in the event the said hearing has not been held.
  - b. Title. This Agreement is contingent on Buyer being satisfied with (i) the state of title pursuant to research of the records at the York County Registry of Deeds, such title research to be completed at least 15 days before closing is scheduled. Buyer may exercise this contingency by providing notice to Seller at least 15 days before closing is scheduled, which notice must include a specific statement of the defect or encumbrance causing Buyer's termination.
7. POSSESSION AND CONDITION OF PREMISES: Full possession of the Premises, free of all tenants and occupants, is to be delivered at the closing hereunder, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted. Discovery by Buyer of any latent defect in the condition of the Premises prior to the closing shall be regarded as a material change in condition for purposes of this Agreement.
8. ACCEPTANCE OF DEED: The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to otherwise survive delivery of the deed hereunder.
9. REAL ESTATE TAXES/TRANSFER TAXES: The Premises under current Maine law is not subject to real estate taxes, as such, no real estate taxes are to be prorated at closing. Transfer taxes on sale shall be the responsibility of each party to the transaction in accord with Maine law, and Seller's understanding is that it is exempt from such tax in this transaction. This provision shall survive the closing.
10. BROKERAGE: Seller and Buyer represent to each other that they have not engaged the services of any real estate broker or other person who would be entitled to a fee due to the sale of the Premises and each agrees to indemnify and hold the other harmless from and against any such claims being asserted for services rendered in connection with this transaction based on such party having engaged the services of the claimant. This agreement to indemnify shall survive the closing or termination of this Agreement.

11. DEFAULT/DAMAGES: Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, together with all interest earned thereon, or to pursue such remedies as are otherwise available under Maine law. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may elect to retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer or to pursue such remedies as are otherwise available under Maine law.

12. SELLER'S WARRANTIES AND REPRESENTATIONS: Seller hereby makes the following representations and warranties to Buyer, as of the date of this Agreement and except as noted herein, every date through the date of closing, each of which is true and correct and is being relied upon by Buyer notwithstanding any investigation made by or on behalf of Buyer:

a. Seller is a municipal corporation duly organized under the laws of the State of Maine, with full capacity, power and authority to enter into and perform the transaction contemplated by this Agreement;

b. As of the date of this Agreement, there are no litigation, liens, judgments, violations, or proceedings pending or to Seller's knowledge threatened against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;

c. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof, which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;

d. To the best of Seller's knowledge, there are no underground oil storage facilities located on the Premises; and

e. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date hereof and as of each date through and including the closing.

13. BUYER'S WARRANTIES AND REPRESENTATIONS: If Buyer is an entity such as a trust, limited liability company or corporation, it hereby makes the following representations and warranties to Seller, as of the date of this Agreement and every date through the date of closing, each of which is true and correct and is being relied upon by Seller notwithstanding any investigation made by or on behalf of Seller:

- a. Corporate Organization. Buyer is an entity duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the legal power and authority to enter into and perform this Agreement;
- b. Corporate Authorization. The Board of Directors, members or others in authority with respect to Buyer have approved this Agreement and the performance hereof and no further corporate action by Buyer is required in connection therewith.
- c. Capacity to Act. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's Articles of Incorporation or bylaws.

Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein, as of the date hereof and as of each date through and including the closing.

14. MEDIATION: Any dispute or claim arising out of or relating to this agreement or the property addressed in this agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same manner in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing.

15. MISCELLANEOUS:

- a. Notices: Any notice, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Seller:                      The Inhabitants of the Town of York  
    186 York Street  
    York, Maine 03909-1314  
    Attn: Town Manager

To Buyer:                      \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

Either party may change its address for purposes of this Paragraph by giving the other party notice of the new address in the manner described herein.

- b. Entire Agreement: This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

c. Binding Effect: This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller provided, however, that Buyer may, without the consent of Buyer, assign this Agreement to any entity formed by Buyer for the purpose of acquiring title to the Premises.

d. Modification: This Agreement may not be modified, waived or amended except in writing signed by Seller and Buyer. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Construction: As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with Maine law. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

f. Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:

INHABITANTS OF THE TOWN OF  
YORK  
By its Town Manager thereunto duly  
Authorized by the Board of Selectmen;

\_\_\_\_\_  
Robert G. Yandow, Town Manager

Date of execution of Agreement by Seller: \_\_\_\_\_, 2011.

Buyer:

\_\_\_\_\_  
Witness

Date of execution of Agreement by Buyer: \_\_\_\_\_, 2011.

## PURCHASE AND SALE AGREEMENT

1. PARTIES: This Agreement is entered this 30<sup>th</sup> day of November, 2011 by the INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in the Town of York, County of York and State of Maine ("Seller"), who agrees to sell, and Michael F. Picard with a mailing address of P.O. Box 1398 in York Harbor, ME 03911 ("Buyer"), who agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 hereof.
2. PREMISES: The premises to which this Agreement applies is a certain lot or parcel of land located at 216 Clay Hill Road in the Town of York, County of York and State of Maine, and being more particularly described the lien or other instrument recorded in Book 14922, Page 206, in the York County Registry of Deeds (the "Premises"), together with the improvements thereon (if any) and appurtenances thereto, subject to any easements or otherwise existing; see also Tax Map 237, Lot 085.
3. PURCHASE PRICE: The purchase price for the Premises is \$900.00 per acre for approximately 5.4 acres. The buyer will be responsible for a complete survey of the property, to be performed by a registered and licensed surveyor, to determine exact acreage and total purchase price.
  - a. One Thousand Dollars (\$1,000.00) which has been paid as an earnest money deposit to Seller (the "Deposit"), the receipt whereof is hereby acknowledged, which Deposit is to be held by Seller and disbursed in accordance with the terms and conditions of this Agreement; and
  - b. The balance of said purchase price is to be paid to Seller at the time of delivery of the deed by certified, cashier's, treasurer's or bank check, subject to all credits and prorations hereinafter set forth.
4. DEED: The Premises are to be conveyed by a municipal release deed running to Buyer. Should title to the Premises prove to be defective prior to closing for any reason, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to correct and cure such defects and the closing shall be extended for such reasonable period, but curing such defects have be at Seller's discretion. If such defects cannot be cured within such a reasonable period, then Buyer shall either: (a) elect to close and accept title "as is", without reduction in the purchase price; or (b) terminate this Agreement, whereupon the Deposit and any interest thereon shall be returned to Buyer and neither party shall have any further obligations hereunder.
5. TIME FOR PERFORMANCE/DELIVERY OF DEED: Such deed and other transfer documents are to be delivered and the consideration paid on within 90 calendar days of the execution of this Agreement by all parties, in final form. Closing shall be on the last business day before the end of such 90 day period, at 9:00 A.M.; or at Buyer's option, on such earlier date and time as Buyer may elect upon not less than fourteen (14) days prior notice to Seller. The Seller does NOT agree to execute or deliver any title insurance affidavits or other documents which might otherwise be customary or typical at closings.

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6. CONTINGENCIES: In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle the other to terminate this Agreement by giving that party written notice of terminating party's intention to do so within the time period specified. Upon such termination, Seller shall return to Buyer the Deposit, together with all interest earned thereon, and the parties shall be relieved of all further obligations under this Agreement:
- a. Public Hearing: This Agreement is contingent upon the Board of Selectmen of the Seller holding at least 30 days before closing, at least one duly advertised public hearing on this Agreement, which hearing is determined to be satisfactory in the opinion of the Board of Selectmen. Only Seller may exercise this contingency in the event the said hearing has not been held.
- b. Title. This Agreement is contingent on Buyer being satisfied with (i) the state of title pursuant to research of the records at the York County Registry of Deeds, such title research to be completed at least 15 days before closing is scheduled. Buyer may exercise this contingency by providing notice to Seller at least 15 days before closing is scheduled, which notice must include a specific statement of the defect or encumbrance causing Buyer's termination.
7. POSSESSION AND CONDITION OF PREMISES: Full possession of the Premises, free of all tenants and occupants, is to be delivered at the closing hereunder, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted. Discovery by Buyer of any latent defect in the condition of the Premises prior to the closing shall be regarded as a material change in condition for purposes of this Agreement.
8. ACCEPTANCE OF DEED: The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to otherwise survive delivery of the deed hereunder.
9. REAL ESTATE TAXES/TRANSFER TAXES: The Premises under current Maine law is not subject to real estate taxes, as such, no real estate taxes are to be prorated at closing. Transfer taxes on sale shall be the responsibility of each party to the transaction in accord with Maine law, and Seller's understanding is that it is exempt from such tax in this transaction. This provision shall survive the closing.
10. BROKERAGE: Seller and Buyer represent to each other that they have not engaged the services of any real estate broker or other person who would be entitled to a fee due to the sale of the Premises and each agrees to indemnify and hold the other harmless from and against any such claims being asserted for services rendered in connection with this

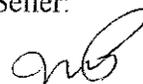
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transaction based on such party having engaged the services of the claimant. This agreement to indemnify shall survive the closing or termination of this Agreement.

11. DEFAULT/DAMAGES: Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, together with all interest earned thereon, or to pursue such remedies as are otherwise available under Maine law. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may elect to retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer or to pursue such remedies as are otherwise available under Maine law.
  
12. SELLER'S WARRANTIES AND REPRESENTATIONS: Seller hereby makes the following representations and warranties to Buyer, as of the date of this Agreement and except as noted herein, every date through the date of closing, each of which is true and correct and is being relied upon by Buyer notwithstanding any investigation made by or on behalf of Buyer:
  - a. Seller is a municipal corporation duly organized under the laws of the State of Maine, with full capacity, power and authority to enter into and perform the transaction contemplated by this Agreement;
  - b. As of the date of this Agreement, there are no litigation, liens, judgments, violations, or proceedings pending or to Seller's knowledge threatened against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;
  - c. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof, which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;
  - d. To the best of Seller's knowledge, there are no underground oil storage facilities located on the Premises; and
  - e. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date hereof and as of each date through and including the closing.

13. BUYER'S WARRANTIES AND REPRESENTATIONS: If Buyer is an entity such as a trust, limited liability company or corporation, it hereby makes the following representations and warranties to Seller, as of the date of this Agreement and every date through the date of closing, each of which is true and correct and is being relied upon by Seller notwithstanding any investigation made by or on behalf of Seller:



- a. Corporate Organization. Buyer is an entity duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the legal power and authority to enter into and perform this Agreement;
- b. Corporate Authorization. The Board of Directors, members or others in authority with respect to Buyer have approved this Agreement and the performance hereof and no further corporate action by Buyer is required in connection therewith.
- c. Capacity to Act. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's Articles of Incorporation or bylaws.

Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein, as of the date hereof and as of each date through and including the closing.

14. MEDIATION: Any dispute or claim arising out of or relating to this agreement or the property addressed in this agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same manner in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing.

15. MISCELLANEOUS:

- a. Notices: Any notice, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Seller:                   The Inhabitants of the Town of York  
                                   186 York Street  
                                   York, Maine 03909-1314  
                                   Attn: Town Manager

To Buyer:                   Michael F Picard  
                                   PO Box 1398  
                                   York Harbor ME 03911

Either party may change its address for purposes of this Paragraph by giving the other party notice of the new address in the manner described herein.

- b. Entire Agreement: This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

*amb*

c. Binding Effect: This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller provided, however, that Buyer may, without the consent of Seller, assign this Agreement to any entity formed by Buyer for the purpose of acquiring title to the Premises.

d. Modification: This Agreement may not be modified, waived or amended except in writing signed by Seller and Buyer. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Construction: As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with Maine law. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

f. Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:

INHABITANTS OF THE TOWN OF  
YORK

By its Town Manager, thereunto duly  
authorized by the Board of Selectmen

\_\_\_\_\_  
Robert G. Yandow, Town Manager

Date of execution of Agreement by Seller: \_\_\_\_\_, 2011.

Buyer:

Nisar Picard      Michael Picard  
Witness

Date of execution of Agreement by Buyer: 30 November, 2011.

Note: The Buyer is a licensed real estate agent in MAINE  
License # BA302964.

## PURCHASE AND SALE AGREEMENT

1. PARTIES: This Agreement is entered this 22 day of November, 2011 by the INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in the Town of York, County of York and State of Maine ("Seller"), who agrees to sell, and Jeffrey and Susan Denny with a mailing address of 2 Highland Avenue in Northfield, MA ("Buyer"), who agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 hereof.
2. PREMISES: The premises to which this Agreement applies is a certain lot or parcel of land located at 5 Passaic Court in the Town of York, County of York and State of Maine, and being more particularly described the lien or other instrument recorded in Book 6174, Page 209, in the York County Registry of Deeds (the "Premises"), together with the improvements thereon (if any) and appurtenances thereto, subject to any easements or otherwise existing; see also Tax Map151/ Lot 083.
3. PURCHASE PRICE: The purchase price for the Premises is Thirty One Thousand Seven Hundred and Seventy Seven Dollars (\$31,777.00), payable as follows:
  - a. One Thousand Dollars (\$1,000.00) which has been paid as an earnest money deposit to Seller (the "Deposit"), the receipt whereof is hereby acknowledged, which Deposit is to be held by Seller and disbursed in accordance with the terms and conditions of this Agreement; and
  - b. The balance of said purchase price is to be paid to Seller at the time of delivery of the deed by certified, cashier's, treasurer's or bank check, subject to all credits and prorations hereinafter set forth.
4. DEED: The Premises are to be conveyed by a municipal release deed running to Buyer. Should title to the Premises prove to be defective prior to closing for any reason, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to correct and cure such defects and the closing shall be extended for such reasonable period, but curing such defects have be at Seller's discretion. If such defects cannot be cured within such a reasonable period, then Buyer shall either: (a) elect to close and accept title "as is", without reduction in the purchase price; or (b) terminate this Agreement, whereupon the Deposit and any interest thereon shall be returned to Buyer and neither party shall have any further obligations hereunder.
5. TIME FOR PERFORMANCE/DELIVERY OF DEED: Such deed and other transfer documents are to be delivered and the consideration paid on within 90 calendar days of the execution of this Agreement by all parties, in final form. Closing shall be on the last business day before the end of such 90 day period, at 9:00 A.M.; or at Buyer's option, on such earlier date and time as Buyer may elect upon not less than fourteen (14) days prior notice to Seller. The Seller does NOT agree to execute or deliver any title insurance affidavits or other documents which might otherwise be customary or typical at closings.

6. CONTINGENCIES: In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle the other to terminate this Agreement by giving that party written notice of terminating party's intention to do so within the time period specified. Upon such termination, Seller shall return to Buyer the Deposit, together with all interest earned thereon, and the parties shall be relieved of all further obligations under this Agreement:
  - a. Public Hearing: This Agreement is contingent upon the Board of Selectmen of the Seller holding at least 30 days before closing, at least one duly advertised public hearing on this Agreement, which hearing is determined to be satisfactory in the opinion of the Board of Selectmen. Only Seller may exercise this contingency in the event the said hearing has not been held.
  - b. Title. This Agreement is contingent on Buyer being satisfied with (i) the state of title pursuant to research of the records at the York County Registry of Deeds, such title research to be completed at least 15 days before closing is scheduled. Buyer may exercise this contingency by providing notice to Seller at least 15 days before closing is scheduled, which notice must include a specific statement of the defect or encumbrance causing Buyer's termination.
7. POSSESSION AND CONDITION OF PREMISES: Full possession of the Premises, free of all tenants and occupants, is to be delivered at the closing hereunder, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted. Discovery by Buyer of any latent defect in the condition of the Premises prior to the closing shall be regarded as a material change in condition for purposes of this Agreement.
8. ACCEPTANCE OF DEED: The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to otherwise survive delivery of the deed hereunder.
9. REAL ESTATE TAXES/TRANSFER TAXES: The Premises under current Maine law is not subject to real estate taxes, as such, no real estate taxes are to be prorated at closing. Transfer taxes on sale shall be the responsibility of each party to the transaction in accord with Maine law, and Seller's understanding is that it is exempt from such tax in this transaction. This provision shall survive the closing.
10. BROKERAGE: Seller and Buyer represent to each other that they have not engaged the services of any real estate broker or other person who would be entitled to a fee due to the sale of the Premises and each agrees to indemnify and hold the other harmless from and

against any such claims being asserted for services rendered in connection with this transaction based on such party having engaged the services of the claimant. This agreement to indemnify shall survive the closing or termination of this Agreement.

11. DEFAULT/DAMAGES: Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, together with all interest earned thereon, or to pursue such remedies as are otherwise available under Maine law. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may elect to retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer or to pursue such remedies as are otherwise available under Maine law.
  
12. SELLER'S WARRANTIES AND REPRESENTATIONS: Seller hereby makes the following representations and warranties to Buyer, as of the date of this Agreement and except as noted herein, every date through the date of closing, each of which is true and correct and is being relied upon by Buyer notwithstanding any investigation made by or on behalf of Buyer:
  - a. Seller is a municipal corporation duly organized under the laws of the State of Maine, with full capacity, power and authority to enter into and perform the transaction contemplated by this Agreement;
  - b. As of the date of this Agreement, there are no litigation, liens, judgments, violations, or proceedings pending or to Seller's knowledge threatened against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;
  - c. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof, which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;
  - d. To the best of Seller's knowledge, there are no underground oil storage facilities located on the Premises; and
  - e. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date hereof and as of each date through and including the closing.

13. BUYER'S WARRANTIES AND REPRESENTATIONS: If Buyer is an entity such as a trust, limited liability company or corporation, it hereby makes the following representations and warranties to Seller, as of the date of this Agreement and every date

through the date of closing, each of which is true and correct and is being relied upon by Seller notwithstanding any investigation made by or on behalf of Seller:

- a. Corporate Organization. Buyer is an entity duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the legal power and authority to enter into and perform this Agreement;
- b. Corporate Authorization. The Board of Directors, members or others in authority with respect to Buyer have approved this Agreement and the performance hereof and no further corporate action by Buyer is required in connection therewith.
- c. Capacity to Act. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's Articles of Incorporation or bylaws.

Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein, as of the date hereof and as of each date through and including the closing.

14. MEDIATION: Any dispute or claim arising out of or relating to this agreement or the property addressed in this agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same manner in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing.

15. MISCELLANEOUS:

- a. Notices: Any notice, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Seller:                   The Inhabitants of the Town of York  
186 York Street  
York, Maine 03909-1314  
Attn: Town Manager

To Buyer:                   Jeffrey & Susan Denny  
2 Highland Avenue  
Northfield MA  
01360

Either party may change its address for purposes of this Paragraph by giving the other party notice of the new address in the manner described herein.

b. Entire Agreement: This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

c. Binding Effect: This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller provided, however, that Buyer may, without the consent of Seller, assign this Agreement to any entity formed by Buyer for the purpose of acquiring title to the Premises.

d. Modification: This Agreement may not be modified, waived or amended except in writing signed by Seller and Buyer. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Construction: As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with Maine law. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

f. Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

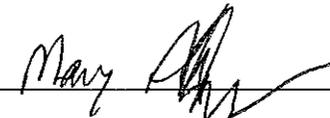
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:

INHABITANTS OF THE TOWN OF  
YORK  
By its Town Manager, thereunto  
duly authorized by the Board of Selectmen

 Town Manager

Date of execution of Agreement by Seller: \_\_\_\_\_, 2011.





Witness

Witness

  
\_\_\_\_\_

Buyer

Buyer

  
\_\_\_\_\_

Date of execution of Agreement by Buyer: November 22, 2011.

**Beaudry Electric, Inc.**  
**P.O. Box 89**  
**Chicopee, MA 01014**  
**Office Phone (413) 592-0647**  
**Fax (413) 592-0428**

---

**FAX**

**To: Robert G Yandow**

**Date 12-2-2011**

**Company: York Town Manager**

**Pages: 6**

**Fax Number 207-363-1019**

**Re:**

**Attached please the purchase and sales agreement.**

Thank- you,

**Sincerely,**  
**Dan Beaudry**  
**Beaudry Electric**

## PURCHASE AND SALE AGREEMENT

1. **PARTIES:** This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in the Town of York, County of York and State of Maine ("Seller"), who agrees to sell; and Daniel Beaudry with a mailing address of 89 Town Farm Road, Enfield, Connecticut 06082 ("Buyer"), who agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 hereof.
2. **PREMISES:** The premises to which this Agreement applies is a certain lot or parcel of land located at 26 Juniper Road in the Town of York, County of York and State of Maine, and being more particularly described the lien or other instrument recorded in Book 4257, Page 93, in the York County Registry of Deeds (the "Premises"), together with the improvements thereon (if any) and appurtenances thereto, subject to any easements or otherwise existing; see also Tax Map 130, Lot 271.
3. **PURCHASE PRICE:** The purchase price for the Premises is Fourteen Thousand and No Dollars (\$14,000.00), payable as follows:
  - a. One Thousand Dollars (\$1,000.00) which has been paid as an earnest money deposit to Seller (the "Deposit"), the receipt whereof is hereby acknowledged, which Deposit is to be held by Seller and disbursed in accordance with the terms and conditions of this Agreement; and
  - b. The balance of said purchase price is to be paid to Seller at the time of delivery of the deed by certified, cashier's, treasurer's or bank check, subject to all credits and prorations hereinafter set forth.
4. **DEED:** The Premises are to be conveyed by a municipal release deed running to Buyer. Should title to the Premises prove to be defective prior to closing for any reason, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to correct and cure such defects and the closing shall be extended for such reasonable period, but curing such defects have be at Seller's discretion. If such defects cannot be cured within such a reasonable period, then Buyer shall either: (a) elect to close and accept title "as is", without reduction in the purchase price; or (b) terminate this Agreement, whereupon the Deposit and any interest thereon shall be returned to Buyer and neither party shall have any further obligations hereunder.
5. **TIME FOR PERFORMANCE/DELIVERY OF DEED:** Such deed and other transfer documents are to be delivered and the consideration paid on within 90 calendar days of the execution of this Agreement by all parties, in final form. Closing shall be on the last business day before the end of such 90 day period, at 9:00 A.M.; or at Buyer's option, on such earlier date and time as Buyer may elect upon not less than fourteen (14) days prior notice to Seller. The Seller does NOT agree to execute or deliver any title insurance affidavits or other documents which might otherwise be customary or typical at closings.

- 6. **CONTINGENCIES:** In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle the other to terminate this Agreement by giving that party written notice of terminating party's intention to do so within the time period specified. Upon such termination, Seller shall return to Buyer the Deposit, together with all interest earned thereon, and the parties shall be relieved of all further obligations under this Agreement:
  - a. **Public Hearing:** This Agreement is contingent upon the Board of Selectmen of the Seller holding at least 30 days before closing, at least one duly advertised public hearing on this Agreement, which hearing is determined to be satisfactory in the opinion of the Board of Selectmen. Only Seller may exercise this contingency in the event the said hearing has not been held.
  - b. **Title.** This Agreement is contingent on Buyer being satisfied with (i) the state of title pursuant to research of the records at the York County Registry of Deeds, such title research to be completed at least 15 days before closing is scheduled. Buyer may exercise this contingency by providing notice to Seller at least 15 days before closing is scheduled, which notice must include a specific statement of the defect or encumbrance causing Buyer's termination.
- 7. **POSSESSION AND CONDITION OF PREMISES:** Full possession of the Premises, free of all tenants and occupants, is to be delivered at the closing hereunder, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted. Discovery by Buyer of any latent defect in the condition of the Premises prior to the closing shall be regarded as a material change in condition for purposes of this Agreement.
- 8. **ACCEPTANCE OF DEED:** The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to otherwise survive delivery of the deed hereunder.
- 9. **REAL ESTATE TAXES/TRANSFER TAXES:** The Premises under current Maine law is not subject to real estate taxes, as such, no real estate taxes are to be prorated at closing. Transfer taxes on sale shall be the responsibility of each party to the transaction in accord with Maine law, and Seller's understanding is that it is exempt from such tax in this transaction. This provision shall survive the closing.
- 10. **BROKERAGE:** Seller and Buyer represent to each other that they have not engaged the services of any real estate broker or other person who would be entitled to a fee due to the sale of the Premises and each agrees to indemnify and hold the other harmless from and against any such claims being asserted for services rendered in connection with this transaction based on such party having engaged the services of the claimant. This agreement to indemnify shall survive the closing or termination of this Agreement.

11. DEFAULT/DAMAGES: Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, together with all interest earned thereon, or to pursue such remedies as are otherwise available under Maine law. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may elect to retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer or to pursue such remedies as are otherwise available under Maine law.

12. SELLER'S WARRANTIES AND REPRESENTATIONS: Seller hereby makes the following representations and warranties to Buyer, as of the date of this Agreement and except as noted herein, every date through the date of closing, each of which is true and correct and is being relied upon by Buyer notwithstanding any investigation made by or on behalf of Buyer:

- a. Seller is a municipal corporation duly organized under the laws of the State of Maine, with full capacity, power and authority to enter into and perform the transaction contemplated by this Agreement;
- b. As of the date of this Agreement, there are no litigation, liens, judgments, violations, or proceedings pending or to Seller's knowledge threatened against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;
- c. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof, which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;
- d. To the best of Seller's knowledge, there are no underground oil storage facilities located on the Premises; and
- e. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date hereof and as of each date through and including the closing.

13. BUYER'S WARRANTIES AND REPRESENTATIONS: If Buyer is an entity such as a trust, limited liability company or corporation, it hereby makes the following representations and warranties to Seller, as of the date of this Agreement and every date through the date of closing, each of which is true and correct and is being relied upon by Seller notwithstanding any investigation made by or on behalf of Seller:

- a. Corporate Organization. Buyer is an entity duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the legal power and authority to enter into and perform this Agreement;
- b. Corporate Authorization. The Board of Directors, members or others in authority with respect to Buyer have approved this Agreement and the performance hereof and no further corporate action by Buyer is required in connection therewith.
- c. Capacity to Act. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's Articles of Incorporation or bylaws.

Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein, as of the date hereof and as of each date through and including the closing.

14. MEDIATION: Any dispute or claim arising out of or relating to this agreement or the property addressed in this agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same manner in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing.

15. MISCELLANEOUS:

a. Notices: Any notice, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Seller:                   The Inhabitants of the Town of York  
                                   186 York Street  
                                   York, Maine 03909-1314  
                                   Attn: Town Manager

To Buyer:                   DAVID BEAUDRY  
                                   40 WEST ST  
                                   CHICOPEE MASS.  
                                   01013

Either party may change its address for purposes of this Paragraph by giving the other party notice of the new address in the manner described herein.

b. Entire Agreement: This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

c. Binding Effect: This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller provided, however, that Buyer may, without the consent of Seller, assign this Agreement to any entity formed by Buyer for the purpose of acquiring title to the Premises.

d. Modification: This Agreement may not be modified, waived or amended except in writing signed by Seller and Buyer. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Construction: As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with Maine law. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

f. Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:

INHABITANTS OF THE TOWN OF YORK

By its Town Manager, thereunto duly authorized by the Board of Selectmen

\_\_\_\_\_

\_\_\_\_\_  
Robert G. Yandow, Town Manager

Date of execution of Agreement by Seller: \_\_\_\_\_, 2011.

Buyer:

*John Carey*  
Witness

*Donald Boudry*

Date of execution of Agreement by Buyer: 12-2, 2011.

# PURCHASE AND SALE AGREEMENT- LAND ONLY

\_\_\_\_\_, 2011 "Effective Date" (see paragraph 16)

1. PARTIES: This Agreement is made between David M. Mirra and Cathy A. Mirra, whose mailing address is 1 Rockmere Road, Billerica, MA 01821 (hereinafter called "Buyer") and Town of York, whose address is 186 York Street, York, Maine 03909 (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to buy the real estate located at 32 Trafton Street, Town of York, York County, shown as Town of York Tax Map 32-A, Lot 90 and being approximately .46 acres of land (the "premises").

3. CONSIDERATION: For such deed and conveyance of the premises Buyer is to pay the sum of.....PRICE: \$30,501.00

of which, the following portion has been delivered to Ballou & Bedell as a deposit .....DEPOSIT: \$1,525.00  
that Ballou & Bedell will hold in its IOLTA bank account and deliver to Seller  
at closing, unless otherwise held or disbursed in accordance with this Agreement, and

the balance of which shall be paid by cashier's check at closing upon delivery of the deed .....BALANCE DUE: \$28,976.00

This Purchase and Sale Agreement is subject to the following terms and conditions:

4. TITLE AND CLOSING: A municipal quitclaim deed without covenant shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers at the Buyer's law firm, Ballou & Bedell, 408 U.S. Route 1, 2<sup>nd</sup> Floor, York, Maine on JANUARY 31, 2012 at 10:00 a.m. (closing date) or before, if agreed in writing by both parties. Seller represents and covenants that it has not and will not before closing convey the premises to any others, however, this representation and covenant shall not survive closing. If Buyer determines before closing that Seller has not complied with the provisions 36 M.R.S.A. Chapter 105, including §942 and §943, in gaining title to the premises, that Seller's representations are untrue, that Seller has failed to observe these covenants, or that Seller is unable to convey in accordance with the provisions of this paragraph (all four items constituting a "defect" herein), and Buyer gives notice to Seller of such defect, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the defect after which time if such defect is not corrected, Buyer may thereafter, at Buyer's option, request and receive the return of all deposit monies and be relieved from all obligations under this Agreement. Seller hereby agrees to make a good-faith effort to cure any defect during such period.

5. PREPARATION, DELIVERY AND SIGNING OF DEED AND OTHER CLOSING DOCUMENTS: The premises shall be conveyed by a municipal quitclaim deed consistent with the Maine Short Form Deeds Act and shall be free and clear of all encumbrances. Seller shall be responsible for the cost of hiring its own attorney to prepare the deed and transfer tax declaration for delivery at closing. The deed shall be signed by not less than a majority of the Selectmen, properly acknowledged for recording, and shall include reference to the date of the vote of the citizens of York authorizing disposition of the premises by the Selectmen, and to the vote of the Selectmen approving the sale and conveyance of the premises to Buyer, and of the authority of the Town Manager to deliver the executed deed and to act as agent for the Selectmen with the power to sign this agreement and any other necessary and/or customary closing documents and to receive payment on behalf of the Town. Buyer shall be responsible for the cost of hiring an attorney to conduct a title search and proper closing.

6. POSSESSION: Possession of premises shall be given to Buyer immediately at closing. Seller makes no representations as to the condition of the premises or their fitness for any use that Buyer may intend, except that Seller, without any implied duty to investigate, is unaware of any hazardous waste located on the premises. Except as otherwise provided in this Agreement, Buyer agrees to accept "AS IS".

7. RISK OF LOSS, DAMAGE, AND CHANGE IN CONDITION OF PREMISES: Until closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. After closing, the risk of loss or damage to the premises is assumed by Buyer. Buyer shall have the opportunity to view the premises before closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement. If the premises are not in substantially the same condition as on the date of this Agreement, Buyer may elect to terminate this Agreement and receive a refund of all deposit monies and be relieved from all obligations under this Agreement. Seller agrees not to alter or remove trees, rocks or other landscape items during while this Agreement is pending.

8. MUNICIPAL REAL ESTATE TAX: Seller represents and warrants that the municipal real estate taxes for the premises for the current municipal fiscal year (July 1, 2011 through June 30, 2012) are the responsibility of Seller and/or paid in full. Buyer acknowledges that Buyer will be responsible for the municipal real estate taxes commencing in the next municipal fiscal year (July 1, 2012) and thereafter. Seller represents that the premises is not subject to special municipal real estate tax classifications such as Tree Growth, Farmland, Open Space, or Working Waterfront.

9. TRANSFER TAX AND RECORDING FEES: Pursuant to 36 M.R.S. Section 4641-A, at closing, Buyer will pay its share (one-half) of the real estate transfer tax. Seller is exempt from payment of its share (one-half) of the real estate transfer tax in accordance with 36 M.R.S. Section 4641-C(1). Buyer will be responsible for the cost of recording the deed.

10. AGENCY DISCLOSURE: Seller and Buyer represent and warrant each to the other that there are no real estate agents or brokers involved in this transaction, nor is there any real estate commission due to any person on the sale of these premises, and this section survives closing.

11. ARBITRATION: Any dispute or claim arising out of or relating to this Agreement shall be submitted to binding arbitration in accordance with the Maine Uniform Arbitration Act as the same may be amended. Any arbitration decision rendered pursuant to this Agreement shall include an assessment of costs, reasonable attorney fees and paralegal fees against the non-prevailing party.

12. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture of deposit monies to Seller. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement with refund of all deposit monies or specific performance. Said remedies are subject to the duty of the parties to arbitrate as provided above.

13. PRIOR STATEMENTS: Any representations, statements and agreements concerning the premises or this pending transaction are not binding unless contained herein. This Agreement completely expresses the obligations of the parties.

14. BINDING AFFECT ON SUCCESSORS AND ASSIGNS: This Agreement is binding on the Buyer and Seller and their legal successors and assigns, except that, should Buyer die before closing, Buyer's legal representative may elect to forfeit the deposit monies to Seller and terminate this Agreement without further obligation hereunder.

15. COUNTERPARTS/SIGNATURES: This Agreement may be signed in any number of identical counterparts with the same binding effect as if the signatures were on one document. Signatures on this Agreement may be faxed and emailed with the same binding effect as original signatures.

16. NOTICE: Any notice, communication or document delivery hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Communications may be made by email so long as the sender receives an acknowledgment (automatic or otherwise) from the recipient of the communication. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. The last to sign as between Buyer and Seller is authorized to complete Effective Date on the top of Page 1 of this Agreement.

17. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction and necessary for the purpose of closing this transaction. Buyer and Seller authorize the attorney preparing the closing statement to release a copy of the closing statement to the parties and their agents before and after closing. This paragraph shall survive closing.

18. MISCELLANEOUS: This contract and shall be construed and enforced according to the laws of the State of Maine.

\_\_\_\_\_  
David M. Mirra Date

\_\_\_\_\_  
Cathy A. Mirra Date

Town of York  
By:

\_\_\_\_\_  
Robert Yandow, Town Manager  
Duly Authorized

Receipt of deposit by check acknowledged:  
Baillou & Bedell – Escrow Agent  
By:

\_\_\_\_\_  
David J. Baillou Date  
Duly Authorized



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

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 5, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> December 12, 2011	
<b>Regular</b> <input checked="" type="checkbox"/> <b>Work Session</b>	

**Subject:** Business License Applications (6): Alliance Energy LLC.; DBA Mr. Mike's, Hannaford Bros. Co.; DBA Hannaford Food & Drug, Bonnie and Bill Alstrom; DBA Morning Glory Inn, Michael and Diane McGrath; DBA ViewPoint, Donna H. Archibald; DBA Chapman Cottage, and Woods Family Inc.; DBA The Daily Grind.

**TO:** BOARD OF SELECTMEN

**FROM:** Susan Scott

**RECOMMENDATION:** Approve Business License Applications (6)

**PROPOSED MOTION:** I move to approve the following licenses: Alliance Energy LLC.; DBA Mr. Mike's (Victualers), Hannaford Bros. Co.; DBA Hannaford Food & Drug (Victualers), Bonnie and Bill Alstrom; DBA Morning Glory Inn (Bed & Breakfast), Michael and Diane McGrath; DBA ViewPoint (Hotel/Motel with Cooking Facilities), Donna H. Archibald; DBA Chapman Cottage (Victualers, Liquor, and Bed & Breakfast), and Woods Family Inc.; DBA The Daily Grind (Victualers) subject to taxes, fees and inspection being current and compliant with the usual noise stipulations.

**Discussion:** Please see attached application for details.

**FISCAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

Prepared By: Susan H. Scott

Reviewed By: Robert B. Gendron



# Town of York

186 York Street  
York, Maine 03909-1314

TO: Board of Selectmen

FROM: Kathryn Newell *KNewell*  
Code Enforcement Officer

DATE: December 8, 2011

RE: LICENSE INSPECTIONS AND RECOMMENDATIONS

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

Based on my review, I recommend the following position on the Licenses to be heard on December 12, 2011.

## ENDORSEMENTS

Alliance Energy LLC  
**DBA: Mr. Mike's**  
Victualers

**MAP 48/LOT 43-1**

Alliance Energy LLC  
36 East Industrial Road  
Branford, CT 06405

**FACILITY  
ZONE  
USE  
RECOMMENDATION**

Food Prep/Convenience Store  
Rt. 1-3  
Conforming, Existing  
Approval

Hannaford Bros. Co.  
**DBA: Hannaford Food & Drug**  
Victualers

**MAP 53/LOT 24**

Hannaford Bros. Co.  
5 Hannaford Drive  
York, ME 03909

**FACILITY  
ZONE  
USE  
RECOMMENDATION**

Grocery Store w/Food Prep  
Rt. 1-3  
Conforming, Existing  
Approval

Bill & Bonnie Alstrom  
**DBA: Morning Glory**  
Bed & Breakfast

**MAP 70/LOT 16**

Bill & Bonnie Alstrom  
120 Seabury Road  
York, ME 03909

<b>FACILITY</b>	Bed & Breakfast/3 Rooms
<b>ZONE</b>	RES-1A
<b>USE</b>	Conforming, Existing
<b>RECOMMENDATION</b>	Approval

Michael & Diane McGrath  
**DBA: View Point**  
Bed & Breakfast

**MAP 25/LOT 193-A**

Michael & Diane McGrath  
231 Nubble Road  
York, ME 03909

<b>FACILITY</b>	Bed & Breakfast/9 Rooms
<b>ZONE</b>	RES-5
<b>USE</b>	Conforming, Existing
<b>RECOMMENDATION</b>	Approval

Donna Archibald  
**DBA: Chapman Cottage**  
Victualers/Liquor/Bed & Breakfast

**MAP 57/LOT 65**

Donna Archibald  
370 York Street  
York, ME 03909

<b>FACILITY</b>	Restaurant w/30 Seats/ Bed & Breakfast/7 Rooms
<b>ZONE</b>	BUS-1
<b>USE</b>	Conforming, Existing
<b>RECOMMENDATION</b>	Approval

Page 3  
License Inspections & Recommendations

Woods Family Inc.  
DBA: The Daily Grind  
Victualers

MAP 26/LOT 1

Woods Family Inc.  
P. O. Box 850  
York Beach, ME 03910

<b>FACILITY</b>	Café/50 Seats
<b>ZONE</b>	YBVC
<b>USE</b>	Conforming, Existing
<b>RECOMMENDATION</b>	Approval



**TOWN OF YORK- (186 York Street, York Me 03909)  
BUSINESS LICENSE APPLICATION**

Business Name Mr. Mike's  
Business Location 519 US Route 1  
York, ME  
Telephone Number 207-363-3414

OWNER'S Name and Mailing Address Denise  
Alliance Energy LLC  
404 Wymen St. #425  
Waltham, MA 02451  
(781) 674-7780 Kriston  
x7794

APPLICANT'S Name and Mailing Address Same as above

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	} 12/1/11	
Building Structural		
Electrical		
Plumbing		
Fire	✓ 11/3/11	Email
Tax Collector	✓ 10/28/11	Email Attached

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: <u>40-43-1 Rt. 1-3</u> License Year: <u>2012</u> No. Of Seats: <u>0</u> No. Of Parking Spaces: _____ New License (One Time \$30 Fee): YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> License Renewal: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Bed and Breakfast License: # of Rooms <u>N/A</u> Hotel/Motel with Cooking Facilities: # of Rooms <u>N/A</u> Is Your Establishment Closed for More Than 120 Consecutive Days? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input checked="" type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): _____ _____ Bed and Breakfast (\$10 Per Room): Total _____ Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total _____
--	---

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

Date 10/13/11

Applicant's Signature [Signature]

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
- I understand that before my business license is issued I must have and pass a full inspection by the Town of York Code Enforcement Office and Fire Department.
- I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department
- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature \_\_\_\_\_

Business Manager Signature (If Applicable) [Signature]

Date 10/26/11

Town Manager for the Board of Selectmen \_\_\_\_\_

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

cc'd: CEO  
Clerk  
Finance



# TOWN OF YORK- (186 York Street, York Me 03909) BUSINESS LICENSE APPLICATION

Business Name Mr. Mike's  
Business Location 519 US Route 1  
York, ME  
Telephone Number 207-363-3414

OWNER'S Name and Mailing Address Alliance Energy LLC  
404 Wyman St. #425  
Waltham, MA 02451

APPLICANT'S Name and Mailing Address Same as above

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	1 Dec 11	KAWSON
Building Structural		
Electrical		
Plumbing		
Fire		
Tax Collector		

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: <u>48-43</u> <u>Rt. 1-3</u> License Year: <u>2012</u> No. Of Seats: <u>0</u> No. Of Parking Spaces: _____ New License (One Time \$30 Fee): YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> License Renewal: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bed and Breakfast License: # of Rooms <u>N/A</u> Hotel/Motel with Cooking Facilities: # of Rooms <u>N/A</u> Is Your Establishment Closed for More Than 120 Consecutive Days? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): _____ _____ <input type="checkbox"/> Bed and Breakfast (\$10 Per Room): Total _____ <input type="checkbox"/> Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total _____
---	--

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

Date 10/13/11

Applicant's Signature [Signature]

**Please Read and Initial the Following Statements:**

I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.

I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval

I understand that before my business license is issued I must have and pass a full inspection by the Town of York Code Enforcement Office and Fire Department.

I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department

I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature \_\_\_\_\_

Business Manager Signature (If Applicable) [Signature]

Date 10/26/11

Town Manager for the Board of Selectmen \_\_\_\_\_

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814



# State of Maine

Department of Agriculture, Food and Rural Resources  
Division of Quality Assurance & Regulations  
28 State House Station, Augusta, ME 04333-0028  
(207) 287-3841

SERIAL NUMBER

66095

2-23386

January 4, 2011

December 31, 2011

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

*This certifies that*

**Mr Mike's  
Alliance Energy Corp  
404 Wyman ST, Suite 425**

**Waltham, MA 02451-**

## CONVENIENCE STORE

**Location: 519 Route 1, York**

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Meat	Prepackaged for Direct Sale	10.00
Retail Food Establishment	11 to 25 Beverage Containers(Redeem) Beverage Dispenser Coffee/Tea(prepared on site) Cold Foods (prepared on site) Dairy Products Frozen Food Fruit Juices Hot Foods (prepared on site) Hotdog Steamer Prepackaged Meat Prepackaged Food Produce (fresh) Ready to Eat Deli Items	50.00
Redemption Center		50.00
Retail Fuel	Nozzles: 14	112.00
Commercial Food Processor	Ice Manufacturing	50.00
<b>TOTAL:</b>		<b>272.00</b>



Department of Agriculture

Commissioner

EVERY LICENSE SHALL BE DISPLAYED ON THE  
LICENSED PREMISES IN A LOCATION  
EASILY SEEN BY THE GENERAL PUBLIC.

Division of Quality Assurance

Director

## License Certificate

No. 09-110

Municipality of York, Maine  
Office of the Municipal Clerk  
Date: September 14th, 2009

To all whom these presents may concern:

Know Ye, that Mr. Mike's Residing 519 US Route One, York Me 03909  
Receipt of which is hereby acknowledged, having complied with all the requirements  
of Law, Mr. Mike's has been duly licensed for a Victualers License in the Municipality of York,  
Maine.

This License is subject to the strict observance of all Laws and Regulations in such case  
made and provided, and is to continue the 30th day of October 2010 unless sooner revoked.

Mary-Anne Szeniewski  
Municipal Clerk

Seating Capacity: *N/A*

## Susan Scott

---

**From:** Mary-Anne Szeniaowski  
**Sent:** Friday, October 28, 2011 3:14 PM  
**To:** Susan Scott  
**Subject:** RE: Business License Renewals - Elks, Hannaford & Mr. Mike's

All three all set. Thanks.

Mary-Anne Szeniaowski  
Town Clerk/Tax Collector  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [mszeniaowski@yorkmaine.org](mailto:mszeniaowski@yorkmaine.org)  
p: (207) 363-1003, Ext. 272  
f: (207) 363-1009

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

From: Susan Scott  
Sent: Thursday, October 27, 2011 11:16 AM  
To: David Apgar; Christopher Balentine; David K. Bridges; Mary-Anne Szeniaowski  
Subject: Business License Renewals - Elks, Hannaford & Mr. Mike's

Hello,

The above (3) renewal applications will need inspections and approvals from your respective departments.

Thank you, Susie.

Susan Scott  
Administrative Assistant to the Town Manager Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

P Please consider the environment before printing this email.

CONFIDENTIALITY: The information contained in this electronic mail message and any electronic files attached to it may be confidential information, and may also be the

## Susan Scott

---

**From:** David Apgar  
**Sent:** Thursday, November 03, 2011 8:35 AM  
**To:** Susan Scott  
**Subject:** Inspection Completed - Mr. Mike's

Hi Susie,

I have completed a fire inspection at Mr. Mike's. Please proceed with the licensing renewal process.

David Apgar  
Deputy Fire Chief  
York Village Fire Dept  
Fire Inspector  
207-451-8258

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# TOWN OF YORK- (186 York Street, York Me 03909) BUSINESS LICENSE APPLICATION



Business Name HANNAFORD FOOD & DRUG  
Business Location 5 HANNAFORD DRIVE  
YORK, ME 03909  
Telephone Number 207-363-5357

OWNER'S Name and Mailing Address Scott Glenville, Manager @ York  
HANNAFORD BROS. Co.  
P.O. Box 1009, ATTN: J. GOULET - MS905  
PORTLAND, ME 04104

APPLICANT'S Name and Mailing Address SAME AS ABOVE

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	11/29/11	
Building Structural		
Electrical		
Plumbing		
Fire	11/3/11	Email
Tax Collector	10/28/11	See Email Attached

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: <u>58/28 53.24 Rt. 1-3</u> License Year: <u>2011/2012</u> No. Of Seats: <u>-</u> No. Of Parking Spaces: <u>298</u> New License (One Time \$30 Fee): YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Renewal: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bed and Breakfast License: # of Rooms _____ Hotel/Motel with Cooking Facilities: # of Rooms _____ Is Your Establishment Closed for More Than 120 Consecutive Days? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input checked="" type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): _____ _____ Bed and Breakfast (\$10 Per Room): Total _____ Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total _____
--	---

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

10-7-11  
Date

Judy Krapp  
Applicant's Signature

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
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- I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department
- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Judy Krapp

Business Manager Signature (If Applicable) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

AMT. RECD. \$ 45.00 RECEIPT NO. 0100002673 RECEIPT DATE 10/24/11 55 MI PM MM MS

10/27/11  
cc'd: CEO ✓  
CLERK ✓  
FIN ✓



# TOWN OF YORK- (186 York Street, York Me 03909) BUSINESS LICENSE APPLICATION

Business Name HANNAFORD FOOD & DRUG  
Business Location 5 HANNAFORD DRIVE  
YORK, ME 03909  
Telephone Number 207-363-5357

OWNER'S Name and Mailing Address HANNAFORD PRODS. CO.  
P.O. Box 1000, ATTN: J. BOULET MS9005  
PORTLAND, ME 04104

APPLICANT'S Name and Mailing Address SAME AS ABOVE

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	29 NOV 11	KAWHON
Building Structural		
Electrical		
Plumbing		
Fire		
Tax Collector		

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: <u>53-24</u> <u>Rt. 1-3</u> License Year: <u>2011/2012</u> No. Of Seats: <u>-</u> No. Of Parking Spaces: <u>298</u> New License (One Time \$30 Fee): YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Renewal: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bed and Breakfast License: # of Rooms _____ Hotel/Motel with Cooking Facilities: # of Rooms _____ Is Your Establishment Closed for More Than 120 Consecutive Days? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input checked="" type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): _____ _____ _____ Bed and Breakfast (\$10 Per Room): Total _____ Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total _____
---	--

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

10-7-11  
Date

Judy Krapp  
Applicant's Signature

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
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- I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department
- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Judy Krapp

Business Manager Signature (If Applicable) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814



# State of Maine

Department of Agriculture, Food and Rural Resources  
Division of Quality Assurance & Regulations  
28 State House Station, Augusta, ME 04333-0028  
(207) 287-3841

SERIAL NUMBER

65089

1-3984

January 12, 2011

December 31, 2011

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

*This certifies that*

**Hannaford Food & Drug #8384**  
**Hannaford Bros Co, Att: J Goulet**  
**PO Box 1000**

**GROCERY STORE**

**Portland, ME 04104-**

**Location: 5 Hannaford DR, York**

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Meat	Cut Wrapped or Processed	50.00
Retail Food Establishment	26 or more Baked Goods (produced on site) Beverage Containers(Redeem) Bulk Sales (candy, fruit, nuts, popcorn) Cold Foods (prepared on site) Dairy Products Frozen Food Fruit Juices Hot Foods (prepared on site) Processed Meat Produce (fresh) Produce (processed) Ready to Eat Deli Items SaladBar Seafood (fresh) Seafood (Ready to Eat)	150.00
Retail Bakery	11 to 25	50.00
Redemption Center		50.00
<b>TOTAL:</b>		<b>300.00</b>



Department of Agriculture

Commissioner

EVERY LICENSE SHALL BE DISPLAYED ON THE  
LICENSED PREMISES IN A LOCATION  
EASILY SEEN BY THE GENERAL PUBLIC.

Division of Quality Assurance

Director

8384

# License Certificate

No. 010-111

Municipality of York, Maine  
Office of the Municipal Clerk  
Date: December 6, 2010

To all whom these presents may concern:

Know Ye, that Hannaford Food and Drug Residing at 5 Hannaford Drive, York Me 03909  
Receipt of which is hereby acknowledged, having complied with all the requirements  
of Law, Hannaford Food and Drug has been duly licensed for a Victualers License in the  
Municipality of York, Maine.

This License is subject to the strict observance of all Laws and Regulations in such case  
made and provided, and is to continue the 30th day of October 2012 unless sooner revoked.

Seating Capacity: N/A

Mary Anne Szeniarwski  
Municipal Clerk

## Susan Scott

---

**From:** Mary-Anne Szeniaewski  
**Sent:** Friday, October 28, 2011 3:14 PM  
**To:** Susan Scott  
**Subject:** RE: Business License Renewals - Elks, Hannaford & Mr. Mike's

All three all set. Thanks.

Mary-Anne Szeniaewski  
Town Clerk/Tax Collector  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [mszeniaewski@yorkmaine.org](mailto:mszeniaewski@yorkmaine.org)  
p: (207) 363-1003, Ext. 272  
f: (207) 363-1009

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

From: Susan Scott  
Sent: Thursday, October 27, 2011 11:16 AM  
To: David Apgar; Christopher Balentine; David K. Bridges; Mary-Anne Szeniaewski  
Subject: Business License Renewals - Elks, Hannaford & Mr. Mike's

Hello,

The above (3) renewal applications will need inspections and approvals from your respective departments.

Thank you, Susie.

Susan Scott  
Administrative Assistant to the Town Manager Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

P Please consider the environment before printing this email.

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## Susan Scott

---

**From:** David Apgar  
**Sent:** Thursday, November 03, 2011 8:36 AM  
**To:** Susan Scott  
**Subject:** Inspection Completed - Hannaford's

Hi Susie,

I have completed a fire inspection at Hannaford's. Please proceed with the licensing renewal process.

David Apgar  
Deputy Fire Chief  
York Village Fire Dept  
Fire Inspector  
207-451-8258

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**TOWN OF YORK- (186 York Street, York Me 03909)**  
**BUSINESS LICENSE APPLICATION**



Business Name MORNING GLORY INN  
 Business Location 120 SEABURY RD  
YORK, ME 03909  
 Telephone Number 207 363-2062

OWNER'S Name and Mailing Address BONNIE & BILL ALSTON  
120 SEABURY RD  
YORK, ME 03909

APPLICANT'S Name and Mailing Address SAME

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	} ✓ 11/30/11	
Building Structural		
Electrical		
Plumbing		
Fire	✓ 11/30/11	Email Attached
Tax Collector	✓ 11/28/11	Email Attached

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: <u>70/16</u> License Year: <u>2011-2012</u> No. Of Seats: _____ No. Of Parking Spaces: _____ New License (One Time \$30 Fee): YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Renewal: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Bed and Breakfast License: # of Rooms <u>3</u> Hotel/Motel with Cooking Facilities: # of Rooms _____ Is Your Establishment Closed for More Than 120 Consecutive Days? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	REQUESTING THE FOLLOWING LICENSES: <input type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): _____ <input checked="" type="checkbox"/> Bed and Breakfast (\$10 Per Room): Total \$ <u>30.00</u> _____ <input type="checkbox"/> Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total _____
---	---

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

11/21/11  
Date

[Signature]  
Applicant's Signature

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
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- I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department
- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature [Signature]

Business Manager Signature (If Applicable) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

AMT. RECD. \$50 RECEIPT NO. CR: 1307 RECEIPT DATE 11/21/11 SS MI PM MM MS

11/21/11  
 ccd: CEO ✓  
 CLERK ✓  
 FIRE ✓

70-60



# TOWN OF YORK- (186 York Street, York Me 03909) BUSINESS LICENSE APPLICATION

Business Name MORNING GLORY INN  
Business Location 120 SEABURY RD  
YORK, ME 03909  
Telephone Number 207 363-2062

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	30 NOV 11	KVAJANSON
Building Structural		
Electrical		
Plumbing		
Fire		
Tax Collector		

OWNER'S Name and Mailing Address BONNIE & BILL ALSTON  
120 SEABURY RD  
YORK, ME 03909

APPLICANT'S Name and Mailing Address SAME

Is applicant same operator as prior year?  Yes  No

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: 70/16  
 License Year: 2011-2012  
 No. Of Seats: \_\_\_\_\_  
 No. Of Parking Spaces: \_\_\_\_\_  
 New License (One Time \$30 Fee): YES  NO   
 License Renewal: YES  NO   
 Bed and Breakfast License: # of Rooms 3  
 Hotel/Motel with Cooking Facilities: # of Rooms \_\_\_\_\_  
 Is Your Establishment Closed for More Than 120 Consecutive Days? YES  NO

REQUESTING THE FOLLOWING LICENSES:  
 \$25.00 Victualers  
 \$25.00 Liquor  
 \$25.00 Special Amusement  
 \$25.00 Bottle Club  
 \$25.00 Theater  
 \$25.00 Dance Hall  
 Coin-OP Amusement (\$75 each or \$250 for 3 or more)  
 Nature of Entertainment (If Applicable):  
 Bed and Breakfast (\$10 Per Room): Total \$ 30.00  
 Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total \_\_\_\_\_

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and under false statements may be cause to revoke a license.  
11/21/11 Date [Signature] Applicant's Signature

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re-approval
- I understand that before my business license is issued I must have and pass a full inspection by the Town of York Code Enforcement Office and Fire Department.
- I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department
- I understand that I will not be granted re-approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature [Signature] Business Manager Signature (If Applicable) \_\_\_\_\_

\_\_\_\_\_  
Date Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

# License Certificate

No. 010-115

Municipality of York, Maine  
Office of the Municipal Clerk  
Date: December 13<sup>th</sup>, 2010

To all whom these presents may concern:

Know Ye, that Morning Glory Inn Residing 120 Seabury Road, York, Me 03909  
Receipt of which is hereby acknowledged, having complied with all the requirements  
of Law, Morning Glory Inn has been duly licensed for a Bed and Breakfast License in the  
Municipality of York, Maine.

This License is subject to the strict observance of all Laws and Regulations in such case  
made and provided, and is to continue the 30th day of December 2010 unless sooner revoked.

Mary-Anne Szeniewski  
Municipal Clerk

**Seating Capacity: N/A**

State of Maine	
DEPARTMENT OF HEALTH AND HUMAN SERVICES	
<b>EST ID: 19033</b>	
<b>BED AND BREAKFAST 5 ROOMS OR LESS</b>	
3 Rooms 6 Seats (in)	
MORNING GLORY INN 120 SEABURY RD YORK ME 03909	EXPIRES: 09/25/2012
	FEE: \$100.00
ALSTROM, WILLIAM & BONNIE MORNING GLORY INN 120 SEABURY RD YORK ME 03909-5103	Mary C. Mayhew COMMISSIONER
NON-TRANSFERABLE	08621

## Susan Scott

---

**From:** Mary-Anne Szeniewski  
**Sent:** Monday, November 28, 2011 8:37 AM  
**To:** Susan Scott  
**Subject:** RE: Business License Renewal - The Meat House, Morning Glory Inn & ViewPoint Hotel

Susie,  
Good morning. It's been awhile. Morning Glory Inn and the ViewPoint are current. The Meat House owes some from 2011 and the September 2012 installment.

*Mary-Anne Szeniewski*  
Town Clerk/Tax Collector  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [mszeniewski@yorkmaine.org](mailto:mszeniewski@yorkmaine.org)  
p: (207) 363-1003, Ext. 272  
f: (207) 363-1009

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---

**From:** Susan Scott  
**Sent:** Monday, November 21, 2011 11:31 AM  
**To:** David K. Bridges; David Apgar; Christopher Balentine; Mary-Anne Szeniewski  
**Cc:** Melissa M. Avery  
**Subject:** Business License Renewal - The Meat House, Morning Glory Inn & ViewPoint Hotel

Hello All,

Please find the attached applications for business license renewals.

Thank you, Susie.

*Susan Scott*  
Administrative Assistant to the Town Manager  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

 Please consider the environment before printing this email.

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---

## Susan Scott

---

**From:** David Apgar  
**Sent:** Wednesday, November 30, 2011 1:12 PM  
**To:** Susan Scott  
**Subject:** Inspection Completed - Morning Glory B&B

Hi Susie,

I have completed a fire inspection at The Morning Glory B&B. Please proceed with the licensing renewal process.

David Apgar  
Deputy Fire Chief  
York Village Fire Dept  
Fire Inspector  
207-451-8258

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**TOWN OF YORK- (186 York Street, York Me 03909)**  
**BUSINESS LICENSE APPLICATION**



Business Name ViewPoint  
 Business Location 229 Nubble Road  
York Beach, ME 03910  
 Telephone Number (207) 363-2661

OWNER'S Name and Mailing Address McGrath, Michael and Diane  
231 Nubble Road  
York, ME 03909

APPLICANT'S Name and Mailing Address ViewPoint  
229 Nubble Road  
York, ME 03909

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use		
Building Structural	21 NOV 11	KAWWEM
Electrical		
Plumbing	21 NOV 11	KAWWEM
Fire	✓ 11/30/11	Email Attached
Tax Collector	✓ 11/28/11	Email Attached

APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.

MAP/LOT: <u>25-193-A RES-5</u> License Year: <u>2011/2012</u> No. Of Seats: <u>/</u> No. Of Parking Spaces: <u>/</u> New License (One Time \$30 Fee): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO License Renewal: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bed and Breakfast License: # of Rooms: <u>n/a</u> Hotel/Motel with Cooking Facilities: # of Rooms: <u>9</u> Is Your Establishment Closed for More Than 120 Consecutive Days? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): _____ <input type="checkbox"/> Bed and Breakfast (\$10 Per Room): Total _____ <input checked="" type="checkbox"/> Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total <u>\$25.00</u>
---	--

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

11/15/11  
Date

Diane McGrath  
Applicant's Signature

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
- I understand that before my business license is issued I must have and pass a full inspection by the Town of York Code Enforcement Office and Fire Department.
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- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Diane McGrath

Business Manager Signature (If Applicable) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

AMT. RECD. \$75.00 RECEIPT NO. CK-00110064982 RECEIPT DATE 11/28/11 - SS MI PM MM MS

**TOWN OF YORK- (186 York Street, York Me 03909)  
BUSINESS LICENSE APPLICATION**



Business Name ViewPoint  
 Business Location 229 Nubble Road  
York Beach, ME 03910  
 Telephone Number (207) 363-2661

OWNER'S Name and Mailing Address McGrath, Michael and Diane  
231 Nubble Road  
York, ME 03909

APPLICANT'S Name and Mailing Address ViewPoint  
229 Nubble Road  
York, ME 03909

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use		
Building Structural	21 Nov 11	K.A. [Signature]
Electrical	28 Nov 11	K.A. [Signature]
Plumbing	21 Nov 11	K.A. [Signature]
Fire		
Tax Collector		

APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.

MAP/LOT: <u>25-1939</u> License Year: _____ No. Of Seats: _____ No. Of Parking Spaces: _____  New License (One Time \$30 Fee): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  License Renewal: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  Bed and Breakfast License: # of Rooms: <u>n/a</u>  Hotel/Motel with Cooking Facilities: # of Rooms: <u>9</u>  Is Your Establishment Closed for More Than 120 Consecutive Days? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more)  Nature of Entertainment (If Applicable): _____  <input type="checkbox"/> Bed and Breakfast (\$10 Per Room): Total _____  <input checked="" type="checkbox"/> Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total <u>\$25.00</u>
---	---

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

11/15/11  
Date

Diane McGrath  
Applicant's Signature

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
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- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Diane McGrath

Business Manager Signature (if Applicable) \_\_\_\_\_

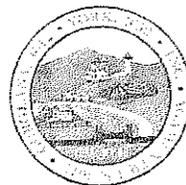
\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

AMT. RECD. \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_ RECEIPT DATE \_\_\_\_\_ MI PM MM MS

# TOWN OF YORK- (186 York Street, York Me 03909) BUSINESS LICENSE APPLICATION



Business Name ViewPoint  
Business Location 229 Nubble Road  
York Beach, ME 03910  
Telephone Number (207) 363-2661

OWNER'S Name and Mailing Address McGrath, Michael and Diane  
231 Nubble Road  
York, ME 03909

APPLICANT'S Name and Mailing Address ViewPoint  
229 Nubble Road  
York, ME 03909

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use		
Building Structural		
Electrical		
Plumbing		
Fire		
Tax Collector		

APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.

MAP/LOT: _____ License Year: _____ No. Of Seats: _____ No. Of Parking Spaces: _____  New License (One Time \$30 Fee): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  License Renewal: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  Bed and Breakfast License: # of Rooms: <u>n/a</u>  Hotel/Motel with Cooking Facilities: # of Rooms: <u>9</u>  Is Your Establishment Closed for More Than 120 Consecutive Days? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>REQUESTING THE FOLLOWING LICENSES:</b> <input type="checkbox"/> \$25.00 Victualers <input type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more)  Nature of Entertainment (If Applicable):  <input type="checkbox"/> Bed and Breakfast (\$10 Per Room): Total _____  <input checked="" type="checkbox"/> Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total <u>\$25.00</u>
--	---

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

11/15/11  
Date

Diane McGrath  
Applicant's Signature

### Please Read and Initial the Following Statements:

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- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Diane McGrath

Business Manager Signature (If Applicable) \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager for the Board of Selectmen

Issued pursuant to the provisions of Title 30A M RSA Chapter 3811 through 3814

AMT. RECD. \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_ RECEIPT DATE \_\_\_\_\_ MI PM MM MS

11/21/11 Original Application to be given to CEO @ inspection today. 11/21/11  
ced: Clerk ✓  
Fire ✓  
Clerk ✓

# State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

**EST ID: 4975**  
**LODGING 4-15 ROOMS**  
9 Cottages

EXPIRES: 05/08/2012

FEE: \$125.00

VIEWPOINT INN  
229 NUBBLE RD  
YORK ME 03909-6868

MCGRATH, DIANE  
VIEWPOINT INN  
229 NUBBLE RD  
YORK ME 03909-6868

Mary C. Mayhew  
COMMISSIONER

NON-TRANSFERABLE

05399

## License Certificate

Municipality of York, Maine  
Office of the Municipal Clerk  
Date: April 26<sup>th</sup>, 2010

No. 010-057

To all whom these presents may concern:

Know Ye, that ViewPoint Residing at 229 Nubble Road, York Beach, Me 03910  
Receipt of which is hereby acknowledged, having complied with all the requirements  
of Law, ViewPoint has been duly licensed for a Hotel/Motel with Cooking Facilities License in  
the Municipality of York, Maine.

This License is subject to the strict observance of all Laws and Regulations in such case  
made and provided, and is to continue the 30th day of October 2011 unless sooner revoked.

Mary-Anne Szeniewski  
Municipal Clerk

Seating Capacity: N/A

## Susan Scott

---

**From:** David K. Bridges  
**Sent:** Wednesday, November 30, 2011 7:32 PM  
**To:** Susan Scott  
**Subject:** RE: Business License Renewal - ViewPoint Hotel

We inspected it on 11/23/11 and have no problems. You can grant the license. Dave

---

**From:** Susan Scott  
**Sent:** Wednesday, November 30, 2011 3:28 PM  
**To:** David K. Bridges  
**Subject:** FW: Business License Renewal - ViewPoint Hotel

Hi Dave,

Have the above folks contacted you to do their inspection?

Thanks, Susie.

*Susan Scott*

*Administrative Assistant to the Town Manager*

Town of York, Maine

186 York Street, York, Maine 03909-1314

i: [www.yorkmaine.org](http://www.yorkmaine.org)

e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)

p: (207) 363-1000, Ext. 222

f: (207) 363-1019

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---

**From:** Susan Scott  
**Sent:** Monday, November 21, 2011 11:31 AM  
**To:** David K. Bridges; David Apgar; Christopher Balentine; Mary-Anne Szeniewski  
**Cc:** Melissa M. Avery  
**Subject:** Business License Renewal - The Meat House, Morning Glory Inn & ViewPoint Hotel

Hello All,

Please find the attached applications for business license renewals.

Thank you, Susie.

*Susan Scott*

*Administrative Assistant to the Town Manager*

Town of York, Maine

186 York Street, York, Maine 03909-1314

i: [www.yorkmaine.org](http://www.yorkmaine.org)

e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)

p: (207) 363-1000, Ext. 222

f: (207) 363-1019

## Susan Scott

---

**From:** Mary-Anne Szeniaewski  
**Sent:** Monday, November 28, 2011 8:37 AM  
**To:** Susan Scott  
**Subject:** RE: Business License Renewal - The Meat House, Morning Glory Inn & ViewPoint Hotel

Susie,  
Good morning. It's been awhile. Morning Glory Inn and the ViewPoint are current. The Meat House owes some from 2011 and the September 2012 installment.

*Mary-Anne Szeniaewski*  
Town Clerk/Tax Collector  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [mszeniaewski@yorkmaine.org](mailto:mszeniaewski@yorkmaine.org)  
p: (207) 363-1003, Ext. 272  
f: (207) 363-1009

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**From:** Susan Scott  
**Sent:** Monday, November 21, 2011 11:31 AM  
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**Cc:** Melissa M. Avery  
**Subject:** Business License Renewal - The Meat House, Morning Glory Inn & ViewPoint Hotel

Hello All,

Please find the attached applications for business license renewals.

Thank you, Susie.

*Susan Scott*  
Administrative Assistant to the Town Manager  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
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---

**TOWN OF YORK- (186 York Street, York Me 03909)**  
**BUSINESS LICENSE APPLICATION**



Business Name Chapman Cottage  
 Business Location 370 York St.  
York Me 03909  
 Telephone Number 207 369 2259  
363-2059

OWNER'S Name and Mailing Address Donna H. Archibald  
370 York St.  
York Me 03909

APPLICANT'S Name and Mailing Address Donna H. Archibald  
370 York St.  
York Me 03909

Is applicant same operator as prior year?  Yes  No

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	11/22/11	Email Attached
Building Structural		
Electrical		
Plumbing		
Fire	11/22/11	Email Attached
Tax Collector	11/30/11	owe \$37.46

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: 57/65/81  
 License Year: 11-12  
 No. Of Seats: 30  
 No. Of Parking Spaces: 15

New License (One Time \$30 Fee): YES  NO

License Renewal: YES  NO

Bed and Breakfast License: # of Rooms 7

Hotel/Motel with Cooking Facilities: # of Rooms 0

Is Your Establishment Closed for More Than 120 Consecutive Days? YES  NO

**REQUESTING THE FOLLOWING LICENSES:**

\$25.00 Victualers  
 \$25.00 Liquor  
 \$25.00 Special Amusement  
 \$25.00 Bottle Club  
 \$25.00 Theater  
 \$25.00 Dance Hall  
 Coin-OP Amusement (\$75 each or \$250 for 3 or more)

Nature of Entertainment (If Applicable):  
7 Bed and Breakfast (\$10 Per Room): Total \$ 70  
0 Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total \_\_\_\_\_

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

Date 11/12/11 Applicant's Signature Donna H. Archibald

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
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- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Donna H. Archibald Business Manager Signature (If Applicable) \_\_\_\_\_

Date \_\_\_\_\_ Town Manager for the Board of Selectmen \_\_\_\_\_

Issued pursuant to the provisions of Title 30A MRSA Chapter 3811 through 3814

AMT. RECD. \$170 - RECEIPT NO. CK 5020 RECEIPT DATE 11/14/11 05 MI PM MM MS 11/14/11

cc'd: CEO ✓  
 FWO ✓  
 Clerk ✓

**TOWN OF YORK- (186 York Street, York Me 03909)**  
**BUSINESS LICENSE APPLICATION**



Business Name Chapman Cottage  
 Business Location 370 York St.  
York Me 03909  
 Telephone Number 107 363 2159

INSPECTION DATA (Office Use Only)		
DEPARTMENT	DATE	INITIALS
Zoning/Land Use	22 NOV 11	K. Newton
Building Structural		
Electrical		
Plumbing		
Fire		
Tax Collector		

OWNER'S Name and Mailing Address Donna H. Archibald  
370 York St.  
York Me 03909

APPLICANT'S Name and Mailing Address Donna H. Archibald  
370 York St.  
York Me 03909

Is applicant same operator as prior year?  Yes  No

**APPLICATION FEE IS \$50.00 PLUS \$25 PER SUBSEQUENT LICENSE. PLEASE CHECK APPLICABLE BOX(ES) BELOW AND ADD THE FEE INDICATED TO YOUR APPLICATION FEE. MAKE CHECK PAYABLE TO THE TOWN OF YORK.**

MAP/LOT: <u>57/65/81</u> <u>BUS-1</u> License Year: <u>11-12</u> No. Of Seats: <u>30</u> No. Of Parking Spaces: <u>15</u> New License (One Time \$30 Fee): YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Renewal: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Bed and Breakfast License: # of Rooms <u>7</u> Hotel/Motel with Cooking Facilities: # of Rooms <u>0</u> Is Your Establishment Closed for More Than 120 Consecutive Days? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	REQUESTING THE FOLLOWING LICENSES: <input checked="" type="checkbox"/> \$25.00 Victualers <input checked="" type="checkbox"/> \$25.00 Liquor <input type="checkbox"/> \$25.00 Special Amusement <input type="checkbox"/> \$25.00 Bottle Club <input type="checkbox"/> \$25.00 Theater <input type="checkbox"/> \$25.00 Dance Hall <input type="checkbox"/> Coin-OP Amusement (\$75 each or \$250 for 3 or more) Nature of Entertainment (If Applicable): <u>7</u> Bed and Breakfast (\$10 Per Room): Total \$ <u>70</u> <input type="checkbox"/> Hotel/Motel with Cooking Facilities (\$25 Per Every 10 Rooms): Total _____
--	---

Have you ever been convicted of a Felony? YES (Please Explain) \_\_\_\_\_ NO

I certify the above statements are true and understand false statements may be cause to revoke a license.

Date 11/12/11

Applicant's Signature Donna H. Archibald

**Please Read and Initial the Following Statements:**

- I understand that a license is required before operating or conducting any business or activity governed by the Town of York Licensing Ordinance.
- I understand that a Town of York Business License must be filled out COMPLETELY and all fees are to be paid before my license is considered for re/approval
- I understand that before my business license is issued I must have and pass a full inspection by the Town of York Code Enforcement Office and Fire Department.
- I understand that as a business owner I am responsible for calling and setting up an appointment for an inspection and any necessary follow-up inspection with the Code Enforcement Office and Fire Department
- I understand that I will not be granted re/approval of a business license through the Town of York until all inspections and taxes on my business are made current and compliant.

Business Owner Signature Donna H. Archibald

Business Manager Signature (If Applicable) \_\_\_\_\_

Date \_\_\_\_\_

Town Manager for the Board of Selectmen \_\_\_\_\_

Issued pursuant to the provisions of Title 30A MRS Chapter 3811 through 3814

**Department of Public Safety  
Liquor Licensing & Inspection  
Division**



<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**PRESENT LICENSE EXPIRES** 12/10/11

**INDICATE TYPE OF PRIVILEGE:**  MALT  SPIRITUOUS  VINOUS

**INDICATE TYPE OF LICENSE:**

- |   |  |
|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV)   | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI)                          |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV)                             |
| <input type="checkbox"/> CLASS A LOUNGE (Class X)         | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I)                    |
| <input type="checkbox"/> CLUB (Class V)                   | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV)                         |
| <input type="checkbox"/> TAVERN (Class IV)                | <input checked="" type="checkbox"/> OTHER: <u>Class V Beer &amp; Breakfast</u> |

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Donna N. Archibald</u> DOB: <u>1/23/51</u>			<b>2. Business Name (D/B/A)</b> <u>Chapman Cottage</u>		
DOB:			<u>370 York St</u>		
DOB:			Location (Street Address)		
Address <u>370 York St</u>			City/Town <u>York</u> State <u>ME</u>		Zip Code <u>03909</u>
City/Town <u>York</u> State <u>ME</u> Zip Code <u>03909</u>			Mailing Address <u>York</u> <u>ME</u> <u>03909</u>		
Telephone Number <u>207 363 2059</u> Fax Number			City/Town <u>207 363 2059</u> State <u>ME</u> Zip Code <u>03909</u>		
Federal I.D. # <u>01-0526302</u>			Business Telephone Number <u>207 363 2059</u> Fax Number		
			Seller Certificate # <u>BB-8</u>		

3. If premises is a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS \$ 175K FOOD \$ 30K LIQUOR \$ 10K
5. Is applicant a corporation, limited liability company or limited partnership? YES  NO
- complete Supplementary Questionnaire ,If YES
6. Do you permit dancing or entertainment on the licensed premises? YES  NO
7. If manager is to be employed, give name: N/A
8. If business is NEW or under new ownership, indicate starting date: N/A  
Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_
9. Business records are located at: 370 York St. York ME 03909
10. Is/are applicants(s) citizens of the United States? YES  NO

11. Is/are applicant(s) residents of the State of Maine? YES  NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Donna H Archibald	1/23/51	TUCSON AZ

Residence address on all of the above for previous 5 years (Limit answer to city & state)

370 York St. York Me 03909

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes  No  If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES  NO

16. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) \_\_\_\_\_

20 Seat Restaurant 10 Seat Bar

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES  NO  Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/4 mi Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO

If YES, give details: Sanford Institute for Savings

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: York Me on Nov 12, 20 11

Donna H. Archibald  
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Donna H. Archibald

**NOTICE – SPECIAL ATTENTION**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

**FEE SCHEDULE**

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	
<b>FILING FEE</b>	.....	\$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ SS  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being: \_\_\_\_\_ Municipal Officers \_\_\_\_\_ County Commissioners of the  
\_\_\_\_\_ City \_\_\_\_\_ Town \_\_\_\_\_ Plantation \_\_\_\_\_ Unincorporated Place of: \_\_\_\_\_, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

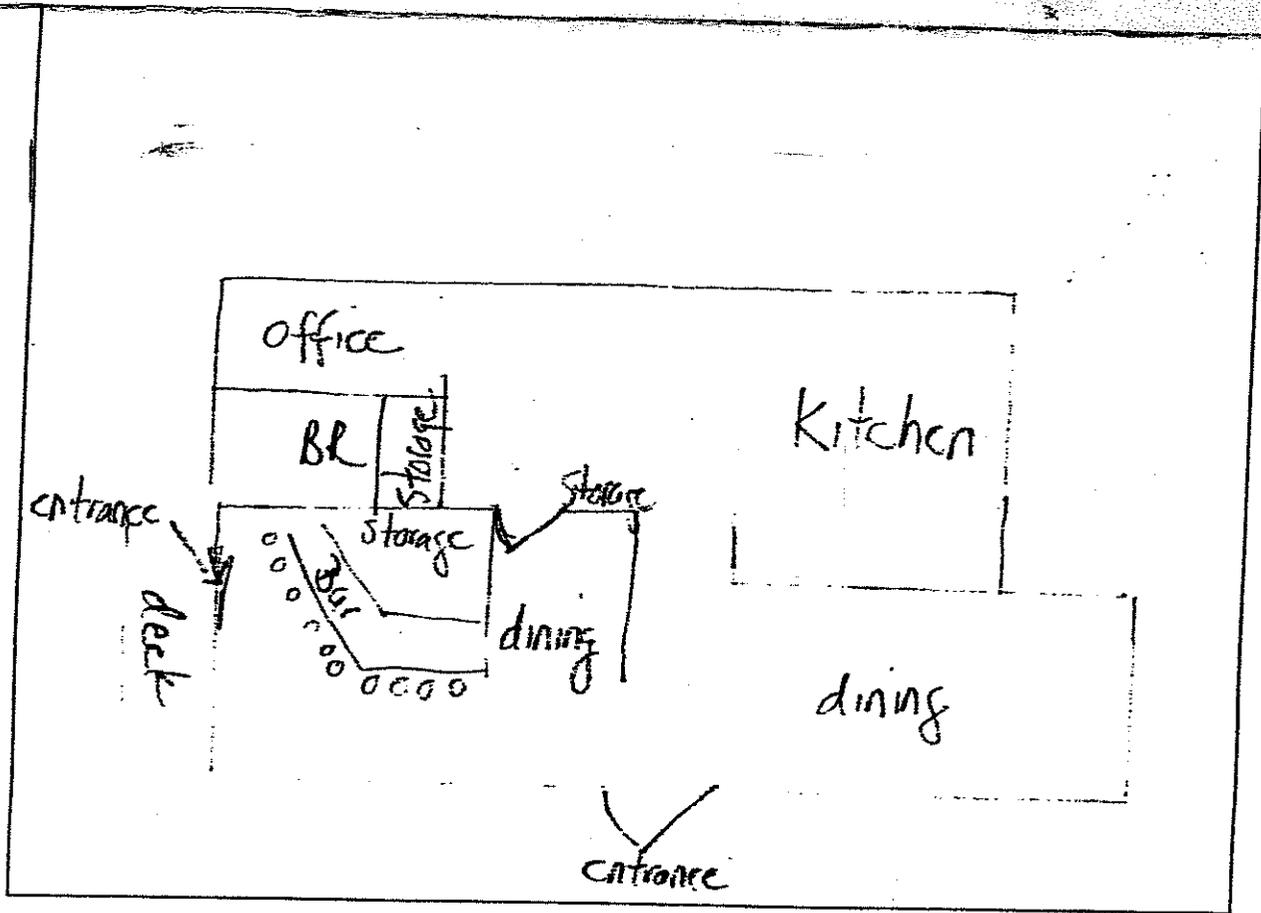
A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

PREMISE DIAGRAM



# State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID 10064

EATING PLACE AND LODGING 30 Seats (indoors)7 Sleeping rooms

CHAPMAN COTTAGE  
370 YORK ST  
YORK ME 03909-1045

ISSUED  
11/16/2010  
EXPIRES  
11/27/2011

ARCHIBALD, PAUL L & DONNA H  
CHAPMAN COTTAGE  
370 YORK ST  
YORK 03909-1045

BRENDA M. HARVEY  
COMMISSIONER

\$149.00

NON-TRANSFERABLE

12913

## License Certificate

No. 010-108

Municipality of York, Maine  
Office of the Municipal Clerk  
Date: December 6, 2010

To all whom these presents may concern:

Know Ye, that Chapman Cottage Residing at 370 York Street, York Me 03910  
Receipt of which is hereby acknowledged, having complied with all the requirements  
of Law, Chapman Cottage has been duly licensed for a Victualers and Liquor License in the  
Municipality of York, Maine.

This License is subject to the strict observance of all Laws and Regulations in such case  
made and provided, and is to continue the 30th day of December 2011 unless sooner revoked.

Mary-Anne Szeniewski  
Municipal Clerk

Seating Capacity: 30

## Susan Scott

---

**From:** David Apgar  
**Sent:** Wednesday, November 23, 2011 12:35 PM  
**To:** Susan Scott  
**Subject:** Inspection Completed - Chapman Cottage

Hi Susie,

I have completed a fire inspection at Chapman Cottage B&B. Please proceed with the licensing renewal process.

David Apgar  
Deputy Fire Chief  
York Village Fire Dept  
Fire Inspector  
207-451-8258

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# State of Maine

Department of Agriculture, Food and Rural Resources  
Division of Quality Assurance & Regulations  
28 State House Station, Augusta, ME 04333-0028  
(207) 287-3841

SERIAL NUMBER

63657

1-932

February 15, 2011

March 31, 2012

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

*This certifies that*

**Daily Grind  
Woods Family Inc  
PO Box 850**

**York Beach, ME 03910-**

## DEPARTMENT STORE

**Location: 21 Railroad AVE, York Beach**

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Redemption Center	Baked Goods (produced on site) Beverage Containers(Redeem) Coffee/Tea(prepared on site) Cold Foods (prepared on site) Dairy Products Fruit Juices Hot Foods (prepared on site) Prepackaged Food	50.00

## License Certificate

No. 010-112

*Municipality of York, Maine  
Office of the Municipal Clerk  
Date: December 13, 2010*

*To all whom these presents may concern:*

*Know Ye, that The Daily Grind Residing at 21 Railroad Avenue, York Beach Me 03910 Receipt of which is hereby acknowledged, having complied with all the requirements of Law, The Daily Grind has been duly licensed for a Victualers License in the Municipality of York, Maine.*

*This License is subject to the strict observance of all Laws and Regulations in such case made and provided, and is to continue the 30th day of November 2011 unless sooner revoked.*

*Mary-Anne Szeniewski  
Municipal Clerk*

**Seating Capacity: 50**

## Susan Scott

---

**From:** Mary-Anne Szeniaewski  
**Sent:** Monday, October 24, 2011 3:48 PM  
**To:** Susan Scott  
**Subject:** RE: Business License - The Daily Grind

Current on taxes.

Mary-Anne Szeniaewski  
Town Clerk/Tax Collector  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [mszeniaewski@yorkmaine.org](mailto:mszeniaewski@yorkmaine.org)  
p: (207) 363-1003, Ext. 272  
f: (207) 363-1009

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

From: Susan Scott  
Sent: Monday, October 24, 2011 10:21 AM  
To: Mary-Anne Szeniaewski; Christopher Balentine; David Apgar; David K. Bridges  
Subject: Business License - The Daily Grind

Hello All,

The above application requires an inspection and approval from your respective departments.

Thank you, Susie.

Susan Scott  
Administrative Assistant to the Town Manager Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

P Please consider the environment before printing this email.

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## Susan Scott

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**From:** David K. Bridges  
**Sent:** Tuesday, November 29, 2011 7:43 PM  
**To:** Susan Scott  
**Subject:** RE: Daily Grind

Yes, grant the license. Dave

---

**From:** Susan Scott  
**Sent:** Tuesday, November 29, 2011 9:40 AM  
**To:** David K. Bridges  
**Subject:** Daily Grind

Hi Chief,

Have you done the inspection for Daily Grind?

Thanks, Susie.

*Susan Scott*  
*Administrative Assistant to the Town Manager*  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

 Please consider the environment before printing this email.

---

**From:** Kathryn A. Newell  
**Sent:** Tuesday, November 29, 2011 9:28 AM  
**To:** Susan Scott  
**Subject:**

Susan,

I signed off on the Daily Grind 17 Oct 11. At time of inspection we had not received their paperwork (didn't come in the mail till the 21<sup>st</sup>), good catch.

*Kathryn A. Newell*  
*Code Enforcement Officer*  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [knewell@yorkmaine.org](mailto:knewell@yorkmaine.org)  
p: (207) 363-1002, Ext. 247  
f: (207) 363-1009

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## Susan Scott

---

**From:** David K. Bridges  
**Sent:** Tuesday, November 29, 2011 12:35 PM  
**To:** Susan Scott

Yes, it was done. You can grant the permit

Sent from my iPhone

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*Kathryn A. Newell*  
Code Enforcement Officer  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [knewell@yorkmaine.org](mailto:knewell@yorkmaine.org)  
p: (207) 363-1002, Ext. 247  
f: (207) 363-1009

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

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> November 21, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action  <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> November 28, 2011	
<b>Regular</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/>	
<b>Subject:</b> Replacement of Base Fiberglass Antennas for Town Repeaters at the DPW Garage.	

<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Chief Douglas P. Bracy
<b>RECOMMENDATION:</b> To authorize replacement of two fiberglass antennas at the Chases Pond Repeater Site.
<b>PROPOSED MOTION:</b> I move to award a contract to 2-Way Communications for replacement of the base fiberglass antennas at the Chases Pond repeater site in the amount of \$4,420.00 with said funds being taken from the Selectmen's Contingency Account.

**Discussion:**

<b>FISCAL IMPACT:</b> \$ 4,420.00
<b>DEPARTMENT LINE ITEM ACCOUNT:</b> Selectmen's Contingency
<b>BALANCE IN LINE ITEM IF APPROVED:</b> \$45,580.00

Prepared By: Lt. Robert J. Scamman

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



# TOWN OF YORK, MAINE

## Police Department

**Douglas P. Bracy**  
Chief of Police

*Mailing Address:*  
36 Main Street  
York, Maine 03909

*Dispatch*  
**Non Emergency**  
(207) 363-4444

*Administration*  
(207)363-1031

*Facsimile*  
(207) 361-6818

[www.yorkpolice.org](http://www.yorkpolice.org)

***Committed  
to excellence***

Memorandum To: Town Manager Rob Yandow

Subject: Replacement of antennas

Date: November 21, 2011

From: Chief Douglas P. Bracy

---

Over the last several months the fire departments and our officers have noticed an increase in the amount of problems with receiving various radio transmissions. As a result 2-Way radio sent one of their technicians to inspect the Chases Pond Road repeater site to determine the problem.

I have attached a copy of the technician's report which recommends that "replacement equipment be installed as the degradation of transmitted signals will progress until the antenna systems fail completely." These antennas are nearly twenty years old and have withstood a great deal of weather.

We do not want to take the risk of having the system fail completely and would like to move forward with the replacement of the antennas as recommended. Since there was no way for us to anticipate this problem we didn't budget for this expense. I am requesting that you consider using contingency funds for this proposal.

Thank you for your consideration.

2-Way Communications Service, Inc.  
 23 River Road  
 Newington, NH 03801



**Proposal**  
 15490  
 Date: 11/11/2011

Name / Address:

York Police Department  
 36 Main Street  
 York ME 03909

Phone : 1-800-441-6288

Fax : 603-431-4832

E-mail us : CommDivision@2-way.biz

Visit our Web Site : [www.2-way.biz](http://www.2-way.biz)

2-Way is the only Motorola  
 Premier Service Partner in  
 New Hampshire and Maine!



P.O. No.:	Rep:
	798

Qty	Item	Description	Total
		Replacement Base Antennas:	
2	494820	Stationmaster by RFS VHF (151.5-159.5) Fiberglass Base Antenna. 5.25dB	2,000.00
2	HP8	Hardware Package.	300.00
1	CLMB	Professional tower climbing service and insurances.	1,440.00
1	Comm Std	Communications Division Standard Labor.	680.00

**Subtotal** \$4,420.00

**Sales Tax (0.0%)** \$0.00

**Total** \$4,420.00

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

Signature \_\_\_\_\_



2-Way Communications Service, Inc.  
23 River Road, Newington NH 03801  
1-800-441-6288 Fax: 603-431-4832 www.2-way.biz

SINCE  
1954

September 8, 2011

Chief Chris Balentine  
York Village Fire Dept.  
1 Firehouse Drive  
York, ME 03909

Dear Chief,

As you requested, an analysis of the antenna systems at the Chases Pond Road repeater site was conducted on September 8, 2011 due to progressive signal degradation. All repeaters operate on the same transmit and receive antennas via a combiner network. The receive antenna is located at the top of the tower and the transmit antenna is mounted below with less than 10 feet of vertical separation.

Visual inspection revealed obvious signs of aging including delamination of the fiberglass radome on both antennas which may allow water intrusion. All cable assemblies show no signs of failure, and all grounding/lightning protection equipment is intact.

Distance-to-fault (DTF) analysis of the receive antenna system shows approximately 126 feet of transmission cable with no faults. Return loss (RL) analysis shows possible failure of the antenna itself. RL, expressed in dB, should be greater than 14dB. When accounting for cable masking effect and signal loss due to connectors, etc., the actual return loss measured is 1.6dB less than expressed on the attached graphs.

DTF analysis of the transmit antenna shows approximately 98 feet of intact transmission cable, also with no faults. RL testing shows an effective bandwidth of 151-159MHz when accounting for a 1.1dB cable masking effect. However, faults such as broken connections between radiating elements in a collinear antenna may not affect return loss measurements. These faults generally produce symptoms such as degraded coverage (poor range) due to reduction in antenna gain.

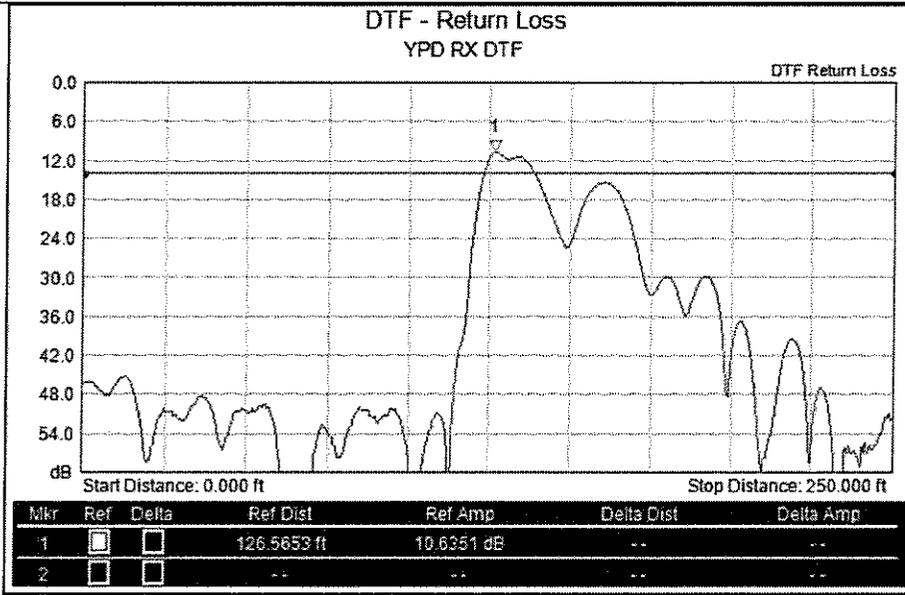
It is recommended that replacement equipment be installed, as the degradation of transmitted signals will progress until the antenna systems fail completely.

Attached are the results of the electrical testing of both antenna systems. Please do not hesitate to contact 2-Way Communications Service with any questions regarding these findings.

Sincerely,

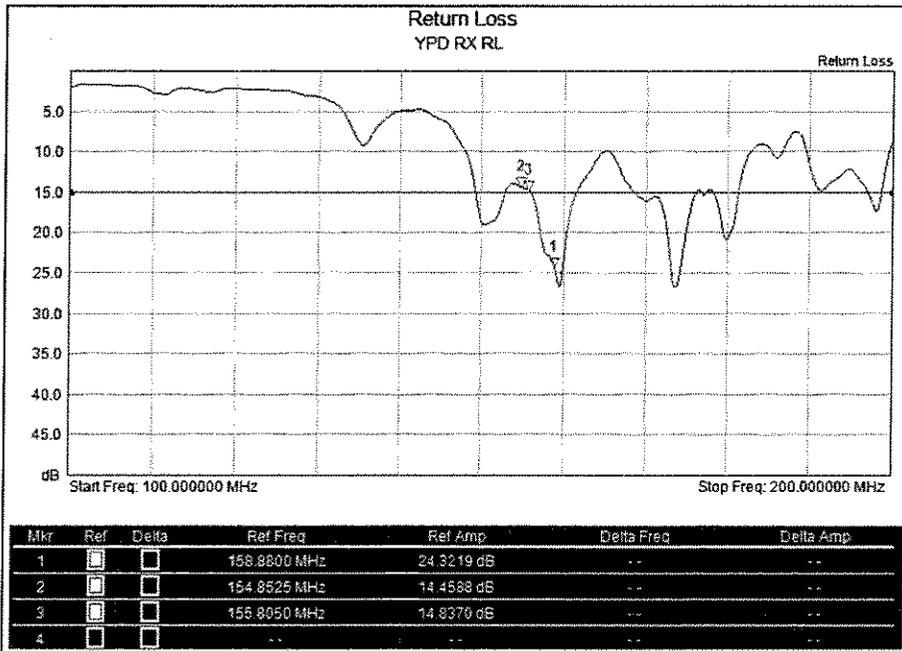
James Eslinger, CET  
Communications Technician/Systems Integrator

*A Heritage of Excellence*



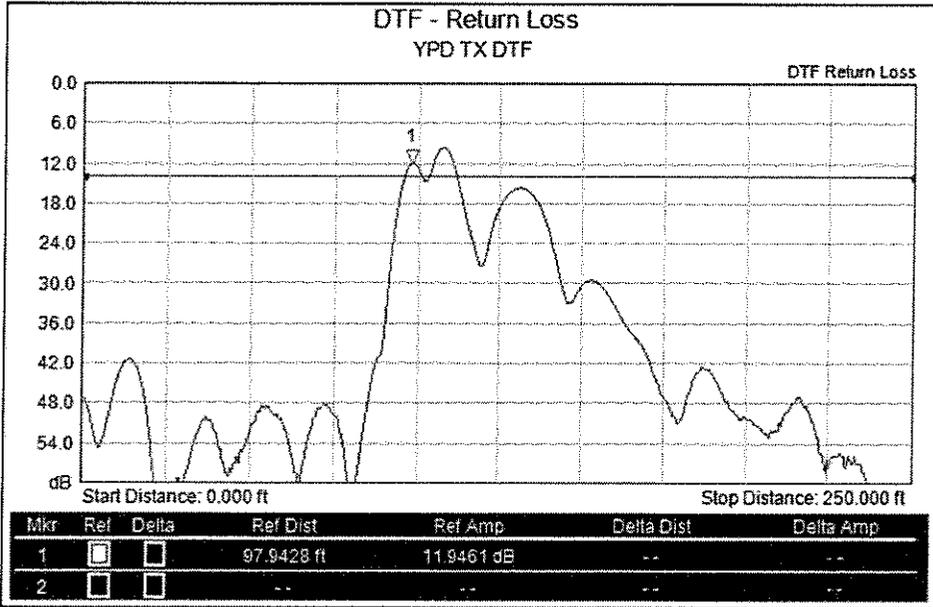
**Measurement Parameters**

Data Points	517	Fixed CW On/Off	On
Date	9/8/2011	Cable Loss	0.007 dB/m
Time	10:39:05 AM	Prop. Velocity	0.880
Model	S412D	Start Freq	100.000000 MHz
Cal Status	On	Stop Freq	200.000000 MHz
Serial Number	929145	Firmware Version	V5.34



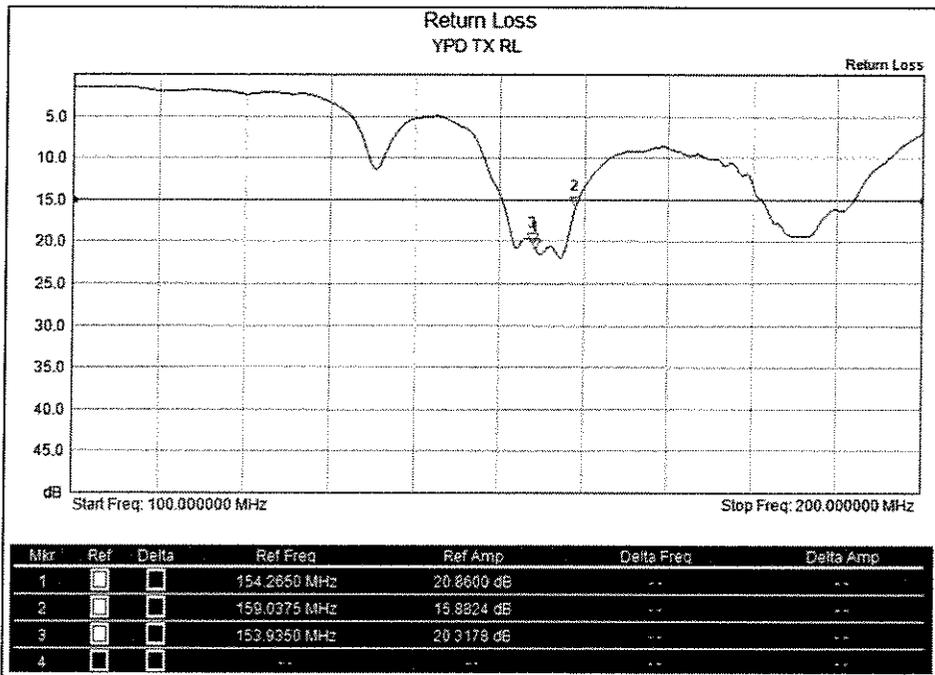
**Measurement Parameters**

Cal Status	On	Fixed CW On/Off	On
Data Points	517	Serial Number	929145
Date	9/8/2011	Firmware Version	V5.34
Time	10:36:55 AM	Model	S412D



**Measurement Parameters**

Data Points	517	Fixed CW On/Off	On
Date	9/8/2011	Cable Loss	0.007 dB/m
Time	10:43:42 AM	Prop. Velocity	0.880
Model	S412D	Start Freq	100.000000 MHz
Cal Status	On	Stop Freq	200.000000 MHz
Serial Number	929145	Firmware Version	V5.34



**Measurement Parameters**

Cal Status	On	Fixed CW On/Off	On
Data Points	517	Serial Number	929145
Date	9/8/2011	Firmware Version	V5.34
Time	10:44:17 AM	Model	S412D



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

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 7, 2011	<b>Type of Action:</b> <input checked="" type="checkbox"/> <b>Procedural</b> <input type="checkbox"/> <b>Formal Action</b> <input type="checkbox"/> <b>Other:</b> _____
<b>Date Action Requested:</b> December 12, 2011	
<b>Regular</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/>	
<b>Subject:</b> Beach Ordinance amendment regarding fires on public beaches	

<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Stephen H. Burns, Community Development Director
<b>RECOMMENDATION:</b> provide feedback to proposed policy changes
<b>PROPOSED MOTION:</b> none needed

**Discussion:** Memo attached.

<b>FISCAL IMPACT:</b> not applicable
<b>DEPARTMENT LINE ITEM ACCOUNT:</b>
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: \_\_\_\_\_

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

## MEMO



TO: Robert Yandow, Town Manager  
FROM: Stephen H. Burns, Community Development Director **SHB**  
DATE: December 7, 2011  
RE: Beach Fires – Draft Policy Changes

Last August 22<sup>nd</sup> the Board of Selectmen rejected a proposal to ban fires on public beaches. Board members asked for a revised proposal and provided some direction based on concerns raised by the Fire and Police Chiefs. I have been in communications with the chiefs about this matter, exchanging ideas and developing concepts for a new proposal. Last week we all met to work through the issues and formulate a new proposed policy change. We identified 7 policy issues to address with the new amendment. A draft of the new amendment is attached (still incomplete but getting close, and not yet reviewed by any of the Chiefs). The changes proposed are explained in the following write-up:

- 1. Which Beaches?** Prohibit fires on Cape Neddick Beach and Harbor Beach in addition to the current ban at Short Sands. This leaves only Long Sands Beach for fires. Mike Sullivan said this change would be consistent with the draft management plan for the Cape Neddick Beach, and the Chiefs are all in agreement with this proposal. (*see main paragraph of Section 2-A on page 16*)
- 2. Frequency of Fires.** Limit fires to not more often than every 30 days. Without changing the date range this permits us to continue to accommodate Walter Woods' pre-Labor Day event but doesn't offer the possibility for multiple fires before Labor Day. (*see Section A.4 on page 16*)
- 3. Pay for Police and Fire Services.** Require event sponsors to pay in advance for Police and Fire Department presence at the events. This wouldn't apply if the Town sponsors the event, or if the Selectmen choose to waive the cost. The Police Department has a mechanism to deal with payment for outside details so it's pretty simple for them. The Fire Departments are the major concern. They are volunteer departments. It's not appropriate to remove the paid fire staff from the stations because they are needed there to respond quickly to emergency events. The fire departments rely on volunteers at these fires. With the frequency of

events requiring a fire department presence, it has become unfair to place that sort of burden on the volunteers - to support someone else's fundraising rather than responding to emergencies. The Fire Departments need to establish a mechanism to start paying for this service. They note paying for emergency services presence is common practice in other communities, which may explain in part why more events are coming to York (which currently doesn't charge). *(see Section A.5 on page 16-17)*

4. **Open Burning Permits.** Open Burning Permits are required for fires on beaches. This is required by State Law, so the Beach Ordinance must be adjusted to ensure it is clear that both the Selectmen's approval and the Fire Chief's approval are both required. The standards for this permit come from the State, and unfortunately it will result in a degree of uncertainty for event sponsors. The language of the draft amendment explains the implications in some detail. *(see Section B on page 17)*
5. **Prior Acknowledgement of Risks.** The Chiefs want written acknowledgment from applicants about the possible reasons a fire might need to be postponed or extinguished. The possibility of an ugly crowd response to our firefighters or police officers doing their duty is real, so we need to try to ensure we get needed information about risks out ahead of time to minimize such possibilities. *(see #7 on page 17)*
6. **What Can Be Burned.** The code needs to remind folks that there are statutory limits on the materials that can legally be burned in a fire. We're proposing language simply to have the event sponsors work with the Fire Chief to understand and comply with the requirements. *(see #6 on page 17)*
7. **Insurance.** We think the current standard about providing insurance is too vague. We will seek legal advice in establishing a clear, enforceable standard. This hasn't yet been written. *(see #8 on page 17)*

## **Amendment #5**

### *Fires on Public Beaches*

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

Article X

The Town hereby ordains amendment of the **Beach Ordinance** to alter the requirements for fires on public beaches.

Statement of Fact: The purpose of this amendment is to address on-going concerns of the Town's emergency services departments with the standards which apply for fires on public beaches. This amendment would limit fires to Long Sands Beach. It also brings in new restrictions - limits the frequency of fires to not more than 1 every 30 days; requires that the event sponsor of the fire pay in advance for fire and police services; reinforces statutory limits on materials which can be burned; requires the event sponsor to acknowledge the safety limitations associated with hosting a public fire; and strengthens the insurance requirements. Further, the amendment clarifies that, in addition to a permit from the Selectmen, an Open Burning Permit from the Fire Chief is also required.

**Amendment:** Amend Section 2-A, Fires, as follows:

**Section 2-A. Fires**

There shall be no fires of any kind on *Cape Neddick Beach, Harbor Beach or Short Sands Beach*. On *Long Sands Beach* ~~other public beaches~~ there shall be no fires of any kind starting on May 15 and ending on August 15. For the remainder of the year, from August 16 through May 14, a wood fire may be permitted for an organized function only if *both of the following permits are obtained prior to kindling the fire:* ~~all of the following conditions are met:~~

***A. Special Event Permit, from the Board of Selectmen.***

*The following criteria shall apply:*

1. The proceeds of any fundraising or sales must go to a charitable organization as defined in MRSA Title 9 §5003(1);
2. Hours for the fire shall not begin earlier than 5:00 PM and shall not end later than 10:00 PM;
3. The sponsor must clean up all debris after the fire is out, and this shall be completed before 1:00 AM.
- ~~4. The sponsor must obtain prior written approval of the Fire Chief with jurisdiction;~~
- ~~5. The sponsor must provide evidence of liability insurance for the fire; and~~
- ~~6. The sponsor must obtain a Special Event Permit from the Board of Selectmen.~~
4. *Special Event Permits for fires on the beach shall occur no more frequently than every 30 days.*
5. *The sponsor must pay in advance for the provision of Police and Fire services at the event. This shall not apply if the Town itself is the event sponsor, or if the Board of Selectmen decides to waive this requirement. The amount to be paid shall*

*be established by the respective Chiefs. An account shall be made for each Department for deposit of such funds, and the Chief shall have authorization to spend such funds to provide such event services.*

- 6. Materials to be burned shall be restricted to those allowed under State law. The event sponsor shall review such requirements with the Fire Chief with jurisdiction.*
- 7. At the time of application, the sponsor shall sign a form, to be provided by the Town, which acknowledges the possibility the event might need to be postponed or cancelled for legal safety reasons, and which commits the sponsor to cooperate with Town officials to address crowd control if this occurs.*
- 8. The sponsor shall provide \_\_\_\_\_ . (The current insurance requirement is too vague. We need to ask the Town attorney about what specifically is needed. Probably an insurance rider to the Town with a date/time/place and for a specified amount, but we're not sure.)*

**B. *Open Burning Permit, from the Fire Chief with Jurisdiction.***

*In addition to the above requirement to obtain a Special Event Permit, State law (Title 12 M.R.S. §9321-6) requires an Open Burning Permit from the Fire Chief prior to kindling a fire on a beach. The issuance of a Special Event Permit from the Board of Selectmen cannot supersede the Chief's jurisdiction in this matter. Open Burning Permits are not issued prior to the day of the event because the Chief is required to consider the weather and other relevant factors on the day of the event. State law (???citation???) also specifies conditions under which the fire would need to be extinguished after being lit. In short, the sponsor of any event to have a fire on the beach will be dealing with some uncertainty up to and even during the event. If a fire must be postponed or extinguished because of such safety concerns, the sponsor of the event must help the Fire Chief explain to attendees the reasons for such action and must encourage people to respect the Chief's decision. Failure of the sponsor to cooperate in this manner shall be a basis for rejecting future applications for Special Event Permits for beach fires.*

Recommended by the Board of Selectmen:



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

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 8, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> December 12, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	
<b>Subject:</b> Bids From Realtors for Listing and Sale of Town-Owned Properties	

<b>TO:</b> Board of Selectmen
<b>FROM:</b> Robert G. Yandow, Town Manager
<b>RECOMMENDATION:</b>
<b>PROPOSED MOTION:</b>

**Discussion:** On November 28, 2011 the Selectmen reviewed bids from local realtors for the listing and sale of town-owned properties. The low bids were Re/Max Realty One at 2.4% and the Gosselin Group at 3-4% depending on a single or dual listing. More information was requested which will assist in determining which agency should be awarded the bid.

<b>FISCAL IMPACT:</b>
<b>DEPARTMENT LINE ITEM ACCOUNT:</b>
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: Robert G. Yandow      Reviewed By: \_\_\_\_\_



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

### REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 2, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> December 12, 2011	
Regular <input checked="" type="checkbox"/> Work Session _____	
<b>Subject:</b> Redemption Request: Tax Map 0046, Lot 0011 – 650 York Street	

<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Susan H. Scott
<b>RECOMMENDATION:</b> To allow the redemption of Tax Map 0046, Lot 0011, 650 York Street by the former property owner.
<b>PROPOSED MOTION:</b> I move to approve the redemption of Tax Map 0046, Lot 0011, 650 York Street, as requested, subject to the attached conditions being met, and that all taxes, interest and administrative costs are paid in full by no later than February 10, 2012.

**Discussion:** Please see attached memo for details.

<b>FISCAL IMPACT:</b>
<b>DEPARTMENT LINE ITEM ACCOUNT:</b>
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: Susan H. Scott

Reviewed By: Robert M. Gandon



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TO: Board of Selectmen

FROM: Susan H. Scott

DATE: December 6, 2011

RE: Tax Foreclosure Redemption: Map 0046, Lot 0011 – 650 York Street

Peter D. Marcuri, former property owner of property identified as Tax Map 0046, Lot 0011, located at 650 York Street in York, Maine, requests to redeem this property for which the Town has a tax lien for Fiscal Year 2009. The Town has foreclosed on this property as of January 11, 2011 for non-payment of the FY2009 tax lien.

We are recommending to the Selectmen that Peter D. Marcuri be allowed to redeem this property providing the following conditions are met:

**Condition #1** – Peter D. Marcuri pay all current taxes, interest and lien costs owed, which totals \$21,524.94 as of February 10, 2012.

**Condition #2** – Peter D. Marcuri pay Town Administrative costs involved with the processing of the foreclosure disposition, a total of \$200.00. This amount covers the cost of issuing a Quit Claim Deed and the administrative costs in processing this redemption.

**Condition #3** – Peter D. Marcuri shall pay in full all current taxes, interest, administrative costs and lien costs, which totals **\$21,724.94** by no later than February 10, 2012. (Please note this figure may have added interest due on the date payment is made.)

**Condition #4** – Prior to redeeming this property, Peter D. Marcuri shall pass a Phase 1 Geological Assessment. (See attached Agreement dated December 6, 2011)

**Condition #5** – Prior to redeeming this property, Peter D. Marcuri shall replant a buffer that was cut with additional planting to occur Spring 2012 as to which was previously agreed. (See attached Agreement dated December 6, 2011)

**Condition #6** – Prior to redeeming this property, a code enforcement officer shall inspect the property to determine that it does not qualify as a junk yard. (See attached Agreement dated December 6, 2011)

### **PARCEL INFORMATION**

#### **MAP/LOT/UNIT**

Map 0046, Lot 0011

#### **OWNER (S)**

Owner listed as Peter D. Marcuri.

#### **PARTY REQUESTING REDEMPTION**

Peter D. Marcuri has requested he be allowed to redeem the property.

#### **SIZE OF LOT**

1.539 Acres

#### **ASSESSED VALUE**

\$627,900

#### **DESCRIPTION OF FORECLOSURE ACTION**

The Town has filed a tax lien on this property for the Fiscal Year 2009. The FY2009 lien matured and was foreclosed on January 11, 2011.

#### **TAXES OWED/PAID**

The Tax Collector has confirmed taxes have been outstanding on this property since FY2009. The total amount of taxes, interest and lien costs owed is \$21,524.94 as of February 10, 2012 which breaks down as follows:

<b>FY2012</b>	<b>\$ 5,949.68</b>
<b>FY2011</b>	<b>\$ 6,242.65</b>
<b>FY2010</b>	<b>\$ 5,958.25</b>
<b>FY2009</b>	<b>\$ 3,374.36</b>

#### **PLANNING DEPARTMENT ANALYSIS**

Benjamin McDougal, Code Enforcement Officer, recommends Conditions #4, #5 and #6, above.



# Town of York

186 York Street  
York, Maine 03909-1314

Town Manager/  
Selectmen  
(207)363-1000

December 6, 2011

Town Clerk/  
Tax Collector  
(207)363-1003

## Regarding the property redemption of Peter D. Marcuri at 650 York Street (Map 46 Lot 11)

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

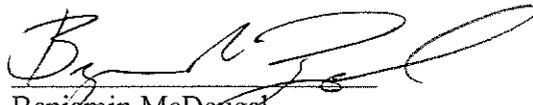
Harbor Master  
(207)363-1000

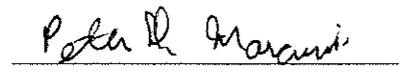
The Town of York listed three conditions that Mr. Marcuri needed to satisfy prior to redeeming his property. The first condition was to pass a Phase 1 Geological Assessment. Other than the floor drains in his garage, Mr. Marcuri passed this assessment. Mr. Marcuri has since filled those drains with concrete, which rectifies the problem with the Phase 1 assessment. The second condition was to replant a buffer that was cut. Mr. Marcuri has replanted some of the buffer, but because the trees that were planted are very small, additional planting will be done in the spring. By signing this document, Mr. Marcuri agrees to plant an additional 6-8 lilac shrubs, 1 more maple tree, and one more cherry tree, no later than May 20, 2012. The lilac shrubs must be approximately 3' tall when planted and planted in a manner that creates a visual buffer between his neighbors to the south and his commercial equipment. When all planting is complete, there will be a total of 4 maple trees, 5 cherry trees, and 6-8 lilac shrubs. A code enforcement officer will determine if 6 shrubs are adequate, and if they were planted in a manner that satisfies the buffer requirements. Mr. Marcuri also agrees to plant and maintain lawn on either side of his gravel access road easterly of his planted buffer. This area was previously used to stockpile materials but Mr. Marcuri has agreed to stockpile his materials further back on his property. If any of the trees or shrubs die, Mr. Marcuri agrees to replant. The third condition was that a code enforcement officer inspect the property to determine that it does not qualify as a junk yard. That inspection has been done and the property does not qualify as a junk yard. Based on this agreement, Mr. Marcuri satisfies the 3 conditions placed on this property in order for him to redeem it.

Senior Center/  
General Assistance  
(207)363-1036

Parks and  
Recreation  
(207)363-1040

Fax  
(207)363-1009  
(207)363-1019

  
Benjamin McDougal  
Code Enforcement Officer  
Town of York

  
Peter D. Marcuri

State of Maine  
Tax Lien Certificate  
2009

Doc# 2010023517  
Bk 15879 Pg 626  
Received York SS  
06/15/2010 9:21AM  
Debra L. Anderson  
Register of Deeds

004515

MARCURI PETER D  
PO BOX 53  
YORK HARBOR, ME 03911

I, MARY-ANNE SZENIAWSKI, Collector of Taxes for the Town of York, a municipal corporation located in the County of York, State of Maine, hereby give you notice that a tax in the amount of \$4,932.64 has been assessed, and was committed to me for collection on August 4, 2009, against real estate in said Town of York, and against MARCURI PETER D as owner(s) thereof, said real estate being described as follows:

Real Estate located at: 650 YORK STREET

Map Lot Description: 0046-0011

Registry of Deeds reference: B15423P282

Map and Lot numbers refer to such numbers as found on tax maps of the Town of York, prepared by: Town of York Maine and dated April 2009, on file at the Town of York municipal office.

I give you further notice that said tax, together with interest in the amount of \$246.64, which has been added to and has become part of said tax, remains unpaid; That a lien is claimed on said real estate, above described, to secure the payment of said tax; that proper demand for payment of said tax has been made in accordance with Title 36, Section 942, revised statutes of 1964, as amended.

Costs to be paid by taxpayer:  
Statutory Fees and  
Mailing Costs : \$34.54  
Principal : \$4,932.64  
Interest : \$246.64  
-----  
Total : \$5,213.82

*Mary Anne Szeniaowski*  
\_\_\_\_\_  
MARY-ANNE SZENIAWSKI  
Tax Collector  
Town of York

NOTICE: The municipality has policy under 36 M.R.S.A. Section 906 to apply all payments to the oldest outstanding tax obligation. If you are uncertain of the status on this property, contact the Tax Collector.  
NOTICE: Partial payments do not waive a lien.

York, SS. State of Maine York, Maine June 15, 2010

Then personally appeared the above named MARY-ANNE SZENIAWSKI, Collector of Taxes, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before Me, *Melissa A Avery*  
Melissa A. Avery  
Notary Public  
December 29, 2012

**Town of York**  
**Tax Map # 0046 0011**  
**Parcel Id 10269**  
**650 YORK STREET**  
**MARCURI PETER D Since May 2008**  
**PO BOX 53**  
**YORK HARBOR ME 03911**

<b>Class</b>	0394 0394	<b>Property Type</b>	0 Mixed use
<b>Tax Code</b>	17387 17387	<b>Size Total</b>	1.54 Acres
<b>FY</b>	2012		

**Owner (Current)**

MARCURI PETER D  
 PO BOX 53  
 YORK HARBOR ME 03911

**Tax Assessment**

**CURRENT YEAR INFO 2012**

<b>Land Value</b>	<b>Improvements</b>	<b>Total Value</b>	<b>Tax Rate</b>	<b>True Taxes</b>	<b>Total Taxes</b>
\$392,800	\$235,100	\$627,900	9.35000	\$5,870.87	\$5,870.87

**PRIOR YEAR INFO 2011**

<b>Land Value</b>	<b>Improvements</b>	<b>Total Value</b>	<b>Total Taxes</b>
\$392,800	\$235,100	\$627,900	\$5,713.89

**Tax Title/Lien**

<b>Taking Date</b>	<b>Redemption Date</b>	<b>Petition Date</b>	<b>Foreclosure Date</b>	<b>Disclaimer Date</b>	<b>Title Redemption</b>
7/16/2009					
<b>Title Court</b>	<b>Title Court No</b>				

**A/R Inquiry**

<b>Bill Number</b>	<b>Sub System</b>								
2012 RE6010	Real Property Tax								
<b>Install</b>	<b>Billed</b>	<b>Adjst Bill</b>	<b>Int/Pen</b>	<b>Fee(s)</b>	<b>Refunded</b>	<b>Adjst.</b>	<b>Abated</b>	<b>Paid</b>	<b>Balance</b>
1 st	\$2,935.44								\$2,935.44
2 nd	\$2,935.43								\$2,935.43
	<b>\$5,870.87</b>								<b>\$5,870.87</b>
									<b>2/10/2012 - Late Charges:</b>
									<b>\$78.81</b>
									<b>Total Due:</b>
									<b>\$5,949.68</b>

<b>Entry Date</b>	<b>Install</b>	<b>Trans Type</b>	<b>Amount</b>	<b>Balance Due</b>	<b>Amount Billed</b>	<b>Posted Flag</b>
8/16/2011	1 st	Billed	\$2,935.44	\$2,935.44		Posted
8/16/2011	2 nd	Billed	\$2,935.43	\$5,870.87	\$5,870.87	Posted

**A/R Inquiry**

<b>Bill Number</b>	<b>Sub System</b>								
2011 RE6029	Tax Title								
<b>Install</b>	<b>Billed</b>	<b>Adjst Bill</b>	<b>Int/Pen</b>	<b>Fee(s)</b>	<b>Refunded</b>	<b>Adjst.</b>	<b>Abated</b>	<b>Paid</b>	<b>Balance</b>
1 st	\$6,015.82								\$6,015.82
									<b>2/10/2012 - Late Charges:</b>
									<b>\$226.83</b>
									<b>Total Due:</b>
									<b>\$6,242.65</b>

<b>Entry Date</b>	<b>Install</b>	<b>Trans Type</b>	<b>Amount</b>	<b>Balance Due</b>	<b>Amount Billed</b>	<b>Posted Flag</b>
7/18/2011		Transferred Principal	\$5,713.89	\$5,713.89		Posted
7/18/2011		Transferred Principal	\$301.93	\$6,015.82		Posted

**Town of York**  
**Tax Map # 0046 0011**  
**Parcel Id 10269**  
**650 YORK STREET**  
**MARCURI PETER D Since May 2008**  
**PO BOX 53**  
**YORK HARBOR ME 03911**

<b>Class</b>	0394 0394	<b>Property Type</b>	0 Mixed use
<b>Tax Code</b>	17387 17387	<b>Size Total</b>	1.54 Acres
<b>FY</b>	2012		

Bill Number	Sub System								
2010 TT124111	Tax Title								
Install	Billed	Adj't Bill	Int/Pen	Fee(s)	Refunded	Adj't.	Abated	Paid	Balance
1 st	\$4,932.64		\$281.18	\$8.59					\$5,222.41
									<b>2/10/2012 - Late Charges:</b>
									<b>\$735.84</b>
									<b>Total Due: \$5,958.25</b>

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
6/14/2010	1 st	Transferred Principal	\$4,932.64	\$4,932.64		Posted
6/14/2010	1 st	Transferred (Int./Pen.)	\$34.54	\$4,967.18		Posted
6/14/2010	1 st	Transferred (Int./Pen.)	\$246.64	\$5,213.82		Posted
10/25/2011		Fee	\$5.59	\$5,219.41		Posted
10/25/2011		Fee	\$3.00	\$5,222.41		Posted

Bill Number	Sub System								
2009 TT113198	Tax Title								
Install	Billed	Adj't Bill	Int/Pen	Fee(s)	Refunded	Adj't.	Abated	Paid	Balance
1 st	\$4,607.43		\$1,084.08	\$8.54				\$2,700.00	\$3,000.05
									<b>2/10/2012 - Late Charges:</b>
									<b>\$374.31</b>
									<b>Total Due: \$3,374.36</b>

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
7/16/2009	1 st	Transferred Principal	\$4,607.43	\$4,607.43		Posted
7/16/2009	1 st	Transferred (Int./Pen.)	\$40.08	\$4,647.51		Posted
7/16/2009	1 st	Transferred (Int./Pen.)	\$328.73	\$4,976.24		Posted
9/27/2010		Interest	\$608.18	\$5,584.42		Posted
9/27/2010		Payment	(\$1,500.00)	\$4,084.42		Posted
12/13/2010		Fee	\$5.54	\$4,089.96		Posted
12/13/2010		Fee	\$3.00	\$4,092.96		Posted
12/23/2010		Interest	\$107.09	\$4,200.05		Posted
12/23/2010		Payment	(\$1,200.00)	\$3,000.05		Posted

Bill Number	Sub System								
2007 TT90420	Tax Title								
Install	Billed	Adj't Bill	Int/Pen	Fee(s)	Refunded	Adj't.	Abated	Paid	Balance
1 st	\$3,584.04		\$712.51					\$4,296.55	\$0.00
									<b>2/10/2012 - Late Charges:</b>
									<b>\$0.00</b>
									<b>Total Due: \$0.00</b>

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
7/18/2007	1 st	Transferred Principal	\$3,584.04	\$3,584.04		Posted
7/18/2007	1 st	Transferred (Int./Pen.)	\$26.42	\$3,610.46		Posted
7/18/2007	1 st	Transferred (Int./Pen.)	\$263.37	\$3,873.83		Posted
8/8/2008	1 st	Interest	\$422.72	\$4,296.55		Posted
8/8/2008	1 st	Payment	(\$3,584.04)	\$712.51		Posted
8/8/2008	1 st	Payment	(\$263.37)	\$449.14		Posted
8/8/2008	1 st	Payment	(\$422.72)	\$26.42		Posted
8/8/2008	1 st	Payment	(\$26.42)	\$0.00		Posted

Bill Number	Sub System								
2006 TT78489	Tax Title								
Install	Billed	Adj't Bill	Int/Pen	Fee(s)	Refunded	Adj't.	Abated	Paid	Balance
1 st	\$3,627.65		\$658.20	\$8.21				\$4,294.06	\$0.00
									<b>2/10/2012 - Late Charges:</b>
									<b>\$0.00</b>
									<b>Total Due: \$0.00</b>

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
8/9/2006	1 st	Transferred Principal	\$3,627.65	\$3,627.65		Posted
8/9/2006	1 st	Transferred (Int./Pen.)	\$29.92	\$3,657.57		Posted
8/9/2006	1 st	Transferred (Int./Pen.)	\$203.44	\$3,861.01		Posted
12/28/2007	1 st	Fee	\$8.21	\$3,869.22		Posted
12/28/2007	1 st	Interest	\$395.16	\$4,264.38		Posted

**Town of York**  
**Tax Map # 0046 0011**  
**Parcel Id 10269**  
**650 YORK STREET**  
**MARCURI PETER D Since May 2008**  
**PO BOX 53**  
**YORK HARBOR ME 03911**

Class	0394 0394	Property Type	0 Mixed use		
Tax Code	17387 17387	Size Total	1.54 Acres		
FY	2012				
2/4/2008	1 st	Interest	\$29.68	\$4,294.06	Posted
2/4/2008	1 st	Payment	(\$3,627.65)	\$666.41	Posted
2/4/2008	1 st	Payment	(\$203.44)	\$462.97	Posted
2/4/2008	1 st	Payment	(\$424.84)	\$38.13	Posted
2/4/2008	1 st	Payment	(\$38.13)	\$0.00	Posted

Bill Number	Sub System								
2005 TT30754	Tax Title								
Install	Billed	Adjt Bill	Int/Pen	Fee(s)	Refunded	Adjt.	Abated	Paid	Balance
1 st	\$3,397.63		\$533.58	\$12.64				\$3,943.85	\$0.00
							2/10/2012 - Late Charges:		\$0.00
							Total Due:		\$0.00

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
8/17/2005	1 st	Transferred Principal	\$3,397.63	\$3,397.63		Posted
8/17/2005	1 st	Transferred (Int./Pen.)	\$24.26	\$3,421.89		Posted
8/17/2005	1 st	Transferred (Int./Pen.)	\$157.66	\$3,579.55		Posted
9/17/2005	1 st	Fee	\$5.00	\$3,584.55		Posted
1/9/2007	1 st	Fee	\$7.64	\$3,592.19		Posted
1/9/2007	1 st	Interest	\$324.90	\$3,917.09		Posted
2/20/2007	1 st	Interest	\$26.76	\$3,943.85		Posted
2/20/2007	1 st	Payment	(\$3,397.63)	\$546.22		Posted
2/20/2007	1 st	Payment	(\$157.66)	\$388.56		Posted
2/20/2007	1 st	Payment	(\$351.66)	\$36.90		Posted
2/20/2007	1 st	Payment	(\$36.90)	\$0.00		Posted

Bill Number	Sub System								
2004 TT30753	Tax Title								
Install	Billed	Adjt Bill	Int/Pen	Fee(s)	Refunded	Adjt.	Abated	Paid	Balance
1 st	\$3,427.98		\$570.33	\$16.84				\$4,015.15	\$0.00
							2/10/2012 - Late Charges:		\$0.00
							Total Due:		\$0.00

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
8/18/2004	1 st	Fee	\$5.00	\$5.00		Posted
8/18/2004	1 st	Fee	\$11.84	\$16.84		Posted
8/18/2004	1 st	Interest	\$337.94	\$354.78		Posted
8/18/2004	1 st	Interest	\$24.00	\$378.78		Posted
8/18/2004	1 st	Transferred Principal	\$3,427.98	\$3,806.76		Posted
8/18/2004	1 st	Transferred (Int./Pen.)	\$33.42	\$3,840.18		Posted
8/18/2004	1 st	Transferred (Int./Pen.)	\$174.97	\$4,015.15		Posted
8/18/2004	1 st	Payment	(\$3,427.98)	\$587.17		Posted
8/18/2004	1 st	Payment	(\$174.97)	\$412.20		Posted
8/18/2004	1 st	Payment	(\$361.94)	\$50.26		Posted
8/18/2004	1 st	Payment	(\$50.26)	\$0.00		Posted

Bill Number	Sub System								
2003 TT30752	Tax Title								
Install	Billed	Adjt Bill	Int/Pen	Fee(s)	Refunded	Adjt.	Abated	Paid	Balance
1 st	\$3,622.35		\$441.96					\$4,064.31	\$0.00
							2/10/2012 - Late Charges:		\$0.00
							Total Due:		\$0.00

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
7/10/2003	1 st	Interest	\$263.53	\$263.53		Posted
7/10/2003	1 st	Transferred Principal	\$3,622.35	\$3,885.88		Posted
7/10/2003	1 st	Transferred (Int./Pen.)	\$37.84	\$3,923.72		Posted
7/10/2003	1 st	Transferred (Int./Pen.)	\$140.59	\$4,064.31		Posted
7/10/2003	1 st	Payment	(\$3,622.35)	\$441.96		Posted
7/10/2003	1 st	Payment	(\$140.59)	\$301.37		Posted
7/10/2003	1 st	Payment	(\$263.53)	\$37.84		Posted
7/10/2003	1 st	Payment	(\$37.84)	\$0.00		Posted

**Town of York**  
**Tax Map # 0046 0011**  
**Parcel Id 10269**  
**650 YORK STREET**  
**MARCURI PETER D Since May 2008**  
**PO BOX 53**  
**YORK HARBOR ME 03911**

<b>Class</b>	0394 0394	<b>Property Type</b>	0 Mixed use
<b>Tax Code</b>	17387 17387	<b>Size Total</b>	1.54 Acres
<b>FY</b>	2012		

Bill Number	Sub System								
2002 TT30751	Tax Title								
Install	Billed	Adjst Bill	Int/Pen	Fee(s)	Refunded	Adjst.	Abated	Paid	Balance
1 st	\$5,090.10		\$1,322.72	\$16.26				\$6,429.08	\$0.00
							2/10/2012 - Late Charges:		\$0.00
							Total Due:		\$0.00

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
7/26/2002	1 st	Fee	\$16.26	\$16.26		Posted
7/26/2002	1 st	Interest	\$887.80	\$904.06		Posted
7/26/2002	1 st	Transferred Principal	\$5,090.10	\$5,994.16		Posted
7/26/2002	1 st	Transferred (Int./Pen.)	\$37.36	\$6,031.52		Posted
7/26/2002	1 st	Transferred (Int./Pen.)	\$397.56	\$6,429.08		Posted
7/26/2002	1 st	Payment	(\$5,090.10)	\$1,338.98		Posted
7/26/2002	1 st	Payment	(\$397.56)	\$941.42		Posted
7/26/2002	1 st	Payment	(\$887.80)	\$53.62		Posted
7/26/2002	1 st	Payment	(\$53.62)	\$0.00		Posted

Bill Number	Sub System								
2001 TT30750	Tax Title								
Install	Billed	Adjst Bill	Int/Pen	Fee(s)	Refunded	Adjst.	Abated	Paid	Balance
1 st	\$4,554.30		\$862.86					\$5,417.16	\$0.00
							2/10/2012 - Late Charges:		\$0.00
							Total Due:		\$0.00

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
7/26/2001	1 st	Interest	\$495.03	\$495.03		Posted
7/26/2001	1 st	Transferred Principal	\$4,554.30	\$5,049.33		Posted
7/26/2001	1 st	Transferred (Int./Pen.)	\$36.68	\$5,086.01		Posted
7/26/2001	1 st	Transferred (Int./Pen.)	\$331.15	\$5,417.16		Posted
7/26/2001	1 st	Payment	(\$4,554.30)	\$862.86		Posted
7/26/2001	1 st	Payment	(\$331.15)	\$531.71		Posted
7/26/2001	1 st	Payment	(\$495.03)	\$36.68		Posted
7/26/2001	1 st	Payment	(\$36.68)	\$0.00		Posted

Bill Number	Sub System								
2000 TT30749	Tax Title								
Install	Billed	Adjst Bill	Int/Pen	Fee(s)	Refunded	Adjst.	Abated	Paid	Balance
1 st	\$4,206.03		\$870.34	\$11.82		(\$8.94)		\$5,079.25	\$0.00
							2/10/2012 - Late Charges:		\$0.00
							Total Due:		\$0.00

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
7/14/2000	1 st	Fee	\$11.82	\$11.82		Posted
7/14/2000	1 st	Interest	\$559.30	\$571.12		Posted
7/14/2000	1 st	Transferred Principal	\$4,206.03	\$4,777.15		Posted
7/14/2000	1 st	Transferred (Int./Pen.)	\$52.84	\$4,829.99		Posted
7/14/2000	1 st	Transferred (Int./Pen.)	\$258.20	\$5,088.19		Posted
7/14/2000	1 st	Payment	(\$1,767.95)	\$3,320.24		Posted
7/14/2000	1 st	Payment	(\$258.20)	\$3,062.04		Posted
7/14/2000	1 st	Payment	(\$429.95)	\$2,632.09		Posted
7/14/2000	1 st	Payment	(\$43.90)	\$2,588.19		Posted
7/14/2000	1 st	Payment	(\$2,438.08)	\$150.11		Posted
7/14/2000	1 st	Payment	(\$129.35)	\$20.76		Posted
7/14/2000	1 st	Payment	(\$11.82)	\$8.94		Posted
7/14/2000	1 st	Adjustment	(\$8.94)	\$0.00		Posted

**Town of York**  
**Tax Map # 0046 0011**  
**Parcel Id 10269**  
**650 YORK STREET**  
**MARCURI PETER D Since May 2008**  
**PO BOX 53**  
**YORK HARBOR ME 03911**

<b>Class</b>	0394 0394	<b>Property Type</b>	0 Mixed use
<b>Tax Code</b>	17387 17387	<b>Size Total</b>	1.54 Acres
<b>FY</b>	2012		

Bill Number	Sub System								
1997 TT30746	Tax Title								
Install	Billed	Adjst Bill	Int/Pen	Fee(s)	Refunded	Adjt.	Abated	Paid	Balance
1 st	\$1,799.28		\$385.36	\$5.54		(\$49.37)		\$2,140.81	\$0.00
							<b>2/10/2012 - Late Charges:</b>		<b>\$0.00</b>
							<b>Total Due:</b>		<b>\$0.00</b>

Entry Date	Install	Trans Type	Amount	Balance Due	Amount Billed	Posted Flag
6/26/1997	1 st	Fee	\$5.54	\$5.54		Posted
6/26/1997	1 st	Interest	\$318.92	\$324.46		Posted
6/26/1997	1 st	Transferred Principal	\$1,799.28	\$2,123.74		Posted
6/26/1997	1 st	Transferred (Int./Pen.)	\$43.83	\$2,167.57		Posted
6/26/1997	1 st	Transferred (Int./Pen.)	\$22.61	\$2,190.18		Posted
6/26/1997	1 st	Payment	(\$1,799.28)	\$390.90		Posted
6/26/1997	1 st	Payment	(\$22.61)	\$368.29		Posted
6/26/1997	1 st	Payment	(\$318.92)	\$49.37		Posted
6/26/1997	1 st	Adjustment	(\$49.37)	\$0.00		Posted

<b>Balance:</b>	<b>\$14,238.28</b>
<b>2/10/2012 - Total Late Charges:</b>	<b>\$1,336.98</b>
<b>Total Due:</b>	<b>\$15,575.26</b>

STATE OF MAINE  
NOTICE OF IMPENDING AUTOMATIC FORECLOSURE  
Title 36, MRSA Section 943

**IMPORTANT: DO NOT DISREGARD THIS NOTICE. YOU WILL LOSE YOUR PROPERTY UNLESS YOU PAY YOUR REAL ESTATE LIEN, INTEREST AND COSTS**

MARCURI PETER D  
PO BOX 53  
YORK HARBOR ME 03911

December 13, 2010

MAP: 0046 0011

Account No. RE

LOCATION: 650 YORK STREET

AR\_ID: 43847

You are the party named on a Real Estate Lien certificate filed July 16, 2009 and recorded in York County Registry of Deeds, Book 15681 , Page 0511. This filing has created a Real Estate lien Mortgage on the real estate described therein.

On , 1/18/2011 the Real Estate lien mortgage will be foreclosed and your right to recover your property by paying the taxes, interest and costs that are owed will expire.

IF THE REAL ESTATE LIEN FORECLOSES,  
THE TOWN OF YORK WILL  
OWN YOUR PROPERTY

If you cannot pay the property taxes you owe, please contact 207-363-1004 to discuss this notice.

\*\*\*\*\*  
IF YOU ARE A DEBTOR IN BANKRUPTCY,  
THIS NOTICE DOES NOT APPLY TO YOU,  
\*\*\*\*\*



Elizabeth McCann, Deputy Treasurer  
Town of York  
December 13, 2010

*Amount Due*

Lien Amount	\$4,084.42
Lien Cost	\$0.00
Interest	\$139.09
Fee	\$3.00
Cert Mail Fee	\$5.54
Total Due	\$4,232.05

December 28,2010

To: The Board of Selectmen,

I, Peter D. Marcuri, am behind in the payment of taxes on property that I own at 650 York Street,  
York Harbor,  
Maine 03911  
MAP/LOT: 0046-0011  
BOOK/PAGE: B3064P41

The reason I became late in paying the taxes on this property is due to poor health.

In 2001, I suffered a heart attach which resulted in a quadruple heart by-pass. Since then I've also developed

Congestive heart failure requiring many hospital stays. Ultimately this has required me to receive a pacemaker/  
defiberlator inplanted in 2008.

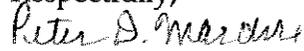
I also suffer from diabetis and severe rheumatoid arthritis.

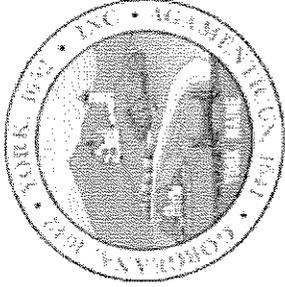
I recently have spoken to Mike Estes regarding my paying back of these taxes on this property. Mike told me to write this letter of explanation to the Board.

With the Boards approval, I will pay five to six hundred dollars a month on my tax bill for 650 York St. until my property tax is Paid in Full.

I thank you for your time with this matter.

Respectfully,

  
Peter D. Marcuri



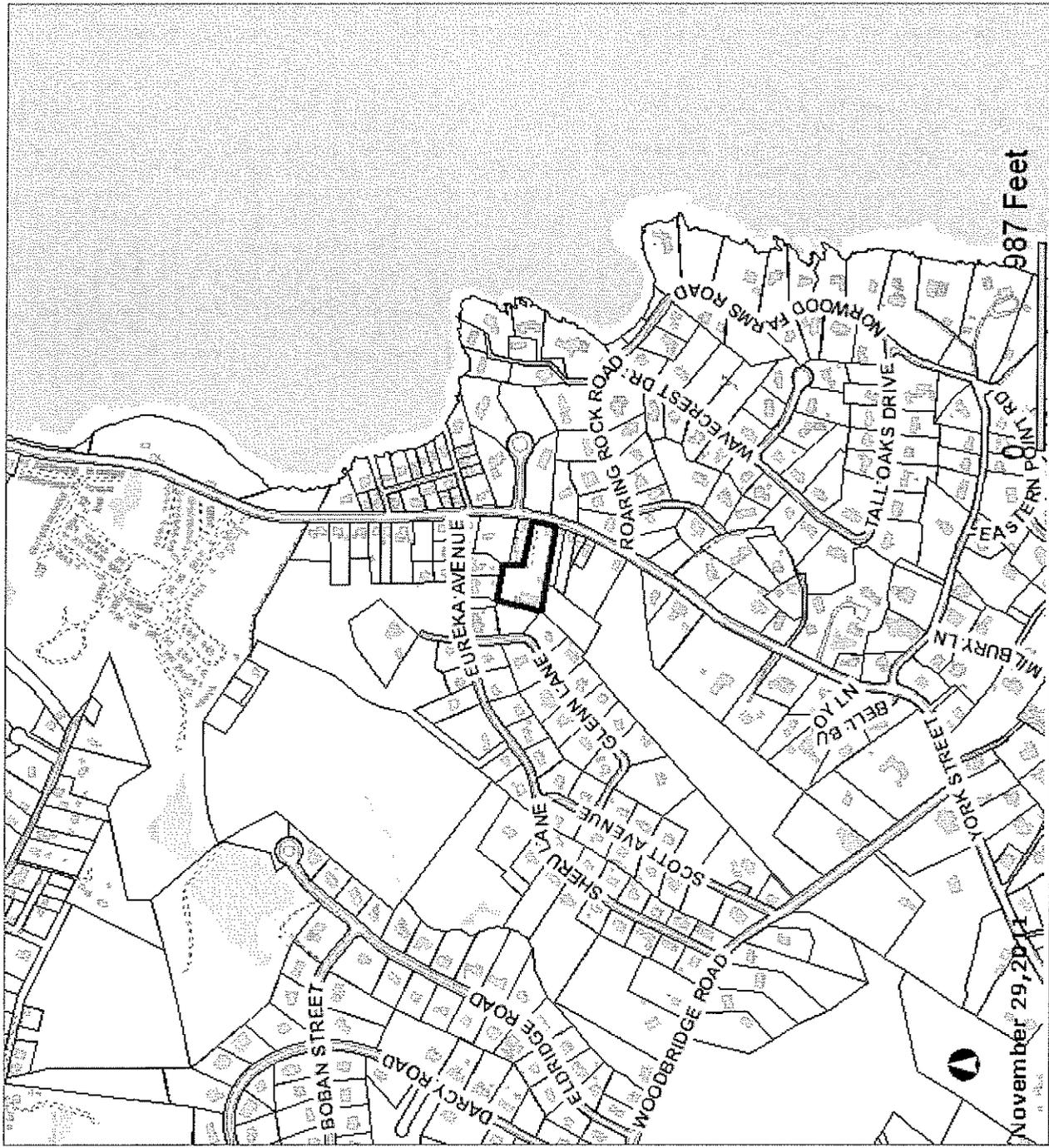
# REDEMPTION REQUEST

650 York Street

### Subject Property Data

Parcel ID	118-015
Old Parcel ID	0046-0011
Owner Name	MARCURI PETER D
Prop Location	650 YORK STREET
Co-Owner	
Owner Addr	PO BOX 53
Owner City	YORK HARBOR, ME 03911
Land Area (Acres)	1.53999082
Land Value	392800
Building Value	235100
Total Value	627900

**Disclaimer**  
 Town of York, ME makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data. The Town of York, ME shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in reliance upon any of the data.



November 29, 2011

## Susan Scott

---

**From:** Mary-Anne Szeniaewski  
**Sent:** Tuesday, November 29, 2011 11:22 AM  
**To:** Susan Scott  
**Subject:** RE: Redemption Request - 650 York Street

I'm set from my corner.

*Mary-Anne Szeniaewski*  
Town Clerk/Tax Collector  
Town of York, Maine  
186 York Street, York, ME 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [mszeniaewski@yorkmaine.org](mailto:mszeniaewski@yorkmaine.org)  
p: (207) 363-1003, Ext. 272  
f: (207) 363-1009

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**From:** Susan Scott  
**Sent:** Tuesday, November 29, 2011 11:20 AM  
**To:** Richard C. Mace; Mary-Anne Szeniaewski; Stephen H. Burns; Tracy Roy  
**Cc:** Benjamin McDougal  
**Subject:** Redemption Request - 650 York Street

Hello,

Resident Peter Marcuri has requested to redeem his property at 650 York Street (Map 118, Lot 015).

Ben has been working with Mr. Marcuri and will provide me his report shortly.

Please let me know if you have any concerns, conditions, or if you are all set with this redemption request.

Thank you, Susie.

*Susan Scott*  
Administrative Assistant to the Town Manager  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

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

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 5, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action  <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> December 12, 2011	
<b>Regular</b> <u>  X  </u> <b>Work Session</b> _____	
<b>Subject:</b> Special Event Permit Application: Nubble Light Challenge 2012	

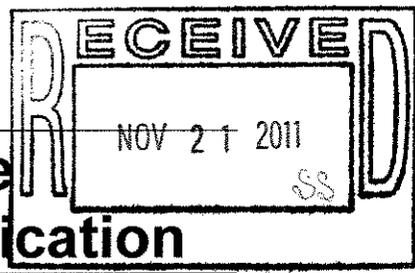
<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Susan H. Scott
<b>RECOMMENDATION:</b> Approve Permit Application
<b>PROPOSED MOTION:</b> I move to approve the Special Event Permit for the Nubble Light Challenge that will be held on Saturday, July 14, 2012 from approximately 8:00 AM to 1:00 PM.

**Discussion:** This is an annual event. All appropriate departments have been notified and given approval, see attached.

<b>FISCAL IMPACT:</b>
<b>DEPARTMENT LINE ITEM ACCOUNT:</b>
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: Susan H. Scott

Reviewed By: Robert H. Gannon



# 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: 11/17/11

Name of Event: NUBBLE LIGHT CHALLENGE

Type of Event: SWIM RACE

Organization Name: NUBBLE LIGHT CHALLENGE Phone #: 207 363 1496

Organization Address: PO. BOX 1041 City YORK HARBOR State: ME Zip: 03911

Applicant Name: BOB REED Phone #: 207 337 3456

Applicant Address: 67 AGAMENONUS ME City CAPE NECKICK State: ME Zip: 03902

Contact Name for Day of Event: BOB REED Contact Phone #: 207 337 3456

Date of Event: 7/14/12 Day of Week: SATURDAY/RAIN DATE SUNDAY

Starting Time: 8:00 AM Ending Time: 1:00 PM

Assembly Area: LONG SANDS BEACH @ BATH HOUSES

Dispersal Area: SHORT SANDS BEACH & BEACH BALL FIELD

Event Route: SWIM RACE WILL START @ LONG SANDS BEACH, CONTINUE TO NUBBLE LIGHT AND END AT SHORT SANDS BEACH. FOOD/AWARDS TO FOLLOW AT BEACH BALLFIELD

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)  
350

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

SPECTATORS MAY HAVE SIGNS & COW BELLS SUPPORTING THE SWIMMERS

Describe how group is organized and supervised to insure order: NLC IS A 501 (C)(3) NON-PROFIT.

WE HAVE A RACE COMMITTEE & SAFETY PERSONNEL COORDINATING RACE

Purpose of the Event: TO RAISE \$ FOR NAMI/ME. (NATIONAL ALZHEIMER & MENTAL ILLNESS)

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

Signature of Applicant: [Handwritten Signature]

11/21/11  
cc: Fire ✓  
FD ✓  
POD ✓  
Code ✓

**For Town Use Only:**

Reviewed by:

**Department**

**Initials**

Police Department

✓ 11/28/11 Email

Public Works

✓ 11/28/11

Parks/Recreation

✓ 11/28/11

Village Fire

✓ 11/29/11

York Beach Fire

✓ 11/28/11

Code Enforcement

✓ 11/28/11 Email

Special Conditions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

## Susan Scott

---

**From:** Stephen H. Burns  
**Sent:** Monday, November 28, 2011 12:02 PM  
**To:** Susan Scott  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

Hi Susie,

I have no code issues with this event.

Steve

Stephen Burns  
Community Development Director  
Town of York, Maine  
186 York Street, York, ME 03909  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sburns@yorkmaine.org](mailto:sburns@yorkmaine.org)  
p: (207) 363-1007

---

**From:** Susan Scott  
**Sent:** Monday, November 28, 2011 11:51 AM  
**To:** Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** Special Event Permit Application - Nubble Light Challenge 2012

Hi Everyone,

Could you all review the attached application, and email me back your response.

Feel free to contact me if you have any questions or concerns.

Thank you,  
Susie.

*Susan Scott*  
*Administrative Assistant to the Town Manager*  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
e: [sscott@yorkmaine.org](mailto:sscott@yorkmaine.org)  
p: (207) 363-1000, Ext. 222  
f: (207) 363-1019

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## Susan Scott

---

**From:** Charles J. Szeniaowski  
**Sent:** Monday, November 28, 2011 2:11 PM  
**To:** Susan Scott; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

We are all set with this we meet regularly as a committee and all safety and logistics have been very well laid out this will be the third year .

**Lieutenant Charles J. Szeniaowski**  
*Commander, Patrol Division*  
Town of York, Maine Police Department  
36 Main Street, York, ME 03909-6244  
i: [www.yorkpolice.org](http://www.yorkpolice.org)  
e: [cszeniaowski@yorkpolice.org](mailto:cszeniaowski@yorkpolice.org)  
p: (207) 363-1031, Ext. 104  
f: (207) 363-1033

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**From:** Susan Scott  
**Sent:** Monday, November 28, 2011 11:51 AM  
**To:** Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** Special Event Permit Application - Nubble Light Challenge 2012

Hi Everyone,

Could you all review the attached application, and email me back your response.

Feel free to contact me if you have any questions or concerns.

Thank you,  
Susie.

*Susan Scott*  
*Administrative Assistant to the Town Manager*  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
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## Susan Scott

---

**From:** Dean Lessard  
**Sent:** Monday, November 28, 2011 5:45 PM  
**To:** Susan Scott; Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

Susie  
I don't have any public works concerns about this event.

Dean

---

**From:** Susan Scott  
**Sent:** Monday, November 28, 2011 11:51 AM  
**To:** Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** Special Event Permit Application - Nubble Light Challenge 2012

Hi Everyone,

Could you all review the attached application, and email me back your response.

Feel free to contact me if you have any questions or concerns.

Thank you,  
Susie.

*Susan Scott*  
*Administrative Assistant to the Town Manager*  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
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## Susan Scott

---

**From:** Michael J. Sullivan  
**Sent:** Monday, November 28, 2011 2:31 PM  
**To:** Susan Scott; Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Kevin M. LeConte  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

Good to go as far as I'm concerned.

*Michael J. Sullivan, Director  
Parks and Recreation*

*Town of York, Maine  
186 York Street  
York, Maine 03909  
(207) 363-1040  
[msullivan@yorkmaine.org](mailto:msullivan@yorkmaine.org)*

---

**From:** Susan Scott  
**Sent:** Monday, November 28, 2011 11:51 AM  
**To:** Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** Special Event Permit Application - Nubble Light Challenge 2012

Hi Everyone,

Could you all review the attached application, and email me back your response.

Feel free to contact me if you have any questions or concerns.

Thank you,  
Susie.

*Susan Scott  
Administrative Assistant to the Town Manager  
Town of York, Maine  
186 York Street, York, Maine 03909-1314  
i: [www.yorkmaine.org](http://www.yorkmaine.org)  
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## Susan Scott

---

**From:** David Apgar  
**Sent:** Tuesday, November 29, 2011 9:19 AM  
**To:** David K. Bridges; Susan Scott; Charles J. Szeniaowski; Christopher Balentine; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

The Village Fire Water Rescue Team will be involved with this event. We will have a crew available as well as an officer assigned to participate in upcoming planning meetings. Chief Balentine will follow up with his recommendations on a fee if any.

David Apgar  
Deputy Fire Chief  
York Village Fire Dept  
Fire Inspector  
207-451-8258

---

**From:** David K. Bridges  
**Sent:** Monday, November 28, 2011 10:18 PM  
**To:** Susan Scott; Charles J. Szeniaowski; Christopher Balentine; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Cc:** David K. Bridges  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

This event is the 1st of the 2012 season so I guess I have to start with this event. This event has gone great in the past BUT I have to support it with volunteers that I can't always guarantee will be there. I only have 1 person on staff for each shift and that person is employed to respond to an emergency situation that could arise at any time. These events need to have public safety involved just incase something happens, so our presence is necessary. In the past 5 years the # of events in York has increased and the complexity of the events have increased and that is why public safety is needed. I have expressed my opinion about my ( I'll only talk about York Beach Fire ) volunteers being used to raise money for other organizations and I strongly support that action but I can't guarantee it without possibly paying some of my guys for their time. If we use town equipment to support the event then possibly some money should be charged to help pay for the upkeep of the equipment. Therefore I will support this event BUT I think there will have to be a fee that is charged to the host of the event to cover costs. These costs will have to be worked out and agreed on prior to the event and I do not have those figures right now. I'll be working on those for our 1st meeting. Sorry and thanks Dave

---

**From:** Susan Scott  
**Sent:** Monday, November 28, 2011 11:51 AM  
**To:** Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** Special Event Permit Application - Nubble Light Challenge 2012

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Feel free to contact me if you have any questions or concerns.

Thank you,

## Susan Scott

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**Sent:** Monday, November 28, 2011 10:18 PM  
**To:** Susan Scott; Charles J. Szeniaowski; Christopher Balentine; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Cc:** David K. Bridges  
**Subject:** RE: Special Event Permit Application - Nubble Light Challenge 2012

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**From:** Susan Scott  
**Sent:** Monday, November 28, 2011 11:51 AM  
**To:** Charles J. Szeniaowski; Christopher Balentine; David K. Bridges; David Apgar; Dean Lessard; Stephen H. Burns; Michael J. Sullivan; Kevin M. LeConte  
**Subject:** Special Event Permit Application - Nubble Light Challenge 2012

Hi Everyone,

Could you all review the attached application, and email me back your response.

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Thank you,  
Susie.

*Susan Scott*  
*Administrative Assistant to the Town Manager*  
Town of York, Maine  
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AGENDA ITEM NUMBER: \_\_\_\_\_

## REQUEST FOR ACTION BY BOARD OF SELECTMEN

<b>Date Submitted:</b> December 1, 2011	<b>Type of Action:</b> <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
<b>Date Action Requested:</b> December 12, 2011	
Regular <u>  X  </u> Work Session _____	
<b>Subject:</b> 2012 Blanket Letter of Approval for Games of Chance	

<b>TO:</b> BOARD OF SELECTMEN
<b>FROM:</b> Susan H. Scott
<b>RECOMMENDATION:</b> Approve Blanket Letter of Approval
<b>PROPOSED MOTION:</b> I move to approve the 2012 Blanket Letter of Approval for Games of Chance listed in the attached letter.

**Discussion:** Annually the Town approves a blanket letter for each of the establishments listed so that they are able to schedule raffles, bingo games, and other events that include games of chance.

<b>FISCAL IMPACT:</b>
<b>DEPARTMENT LINE ITEM ACCOUNT:</b>
<b>BALANCE IN LINE ITEM IF APPROVED:</b>

Prepared By: Susan H. Scott

Reviewed By: Robert H. Yanson

December 1, 2011

Maine State Police Licensing Division  
164 State House Station  
Augusta, ME 04333-0164

RE: Blanket Letter of Approval to Operate Games of Chance

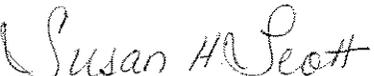
To Whom It May Concern:

The Town of York Board of Selectmen voted at their December 12, 2011 meeting to approve a Blanket Letter of Approval to Operate Games of Chance and/or Bingo/Beano Games for the following organizations for calendar year **2012**:

- American Legion Post #56
- Elks Lodge #2788
- Knights of Columbus Council #11940
- Parents for York Wrestling
- Saint Christopher's Church
- VFW Post # 6977
- York Beach Fire Department
- York Village Fire Department
- York Chamber of Commerce
- York Jr. Wildcats
- York Kiwanis
- York Little League
- York Music Boosters
- York Rotary Club
- York Athletic Boosters
- York High School Activities

Please feel free to contact me if you have any questions or concerns.

Sincerely,

  
Susan H. Scott

Assistant to the Town Manager

**ESTABLISHMENTS REQUESTING LETTER OF APPROVAL  
FOR GAMES OF CHANGE**

American Legion Post#56  
9 Hannaford Drive  
York, ME 03909

York Chamber of Commerce  
1 Stonewall Lane  
York, ME 03909

Elks Lodge #2788  
1704 U.S. Route One  
P.O. Box 711  
York, ME 03909

York Jr. Wildcats  
c/o York Middle School  
30 Organug Road  
York, ME 03909

Knights of Columbus Council #11940  
P.O. Box 172  
York Harbor, ME 03911

York Kiwanis  
P.O. Box 454  
York, ME 03909

Parents for York Wrestling  
c/o York High School  
1 Robert Stevens Dr.  
York, ME 03909

York Little League  
P.O. Box 696  
Cape Neddick, ME 03902

Saint Christopher's Church  
4 Barrell Lane  
York, ME 03909

York Music Boosters  
c/o York High School  
1 Robert Stevens Drive  
York, ME 03909

VFW Post #6977  
P.O. Box 201  
York Beach, ME 03910

York Rotary Club  
P.O. Box 806  
York, ME 03909

York Beach Fire Department  
P.O. Box 70  
York Beach, ME 03910

York Village Fire Department  
1 Firehouse Drive  
York, ME 03909

York Athletic Boosters  
c/o York High School  
1 Roberts Stevens Drive  
York, ME 03909

York High School Activities  
1 Roberts Stevens Drive  
York, ME 03909

## Title 17, Chapter 14, GAMES OF CHANCE

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**The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.  
If you need legal advice, please consult a qualified attorney.**

### Chapter 14: GAMES OF CHANCE Title 17: CRIMES Chapter 62: GAMES OF CHANCE

#### §1831. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings.  
[2009, c. 487, Pt. A, §2 (NEW).]

**1. Agricultural society.** "Agricultural society" or "fair" means a nonprofit agricultural fair society eligible for a stipend under Title 7, chapter 4.

[2009, c. 487, Pt. A, §2 (NEW).]

**2. Chief of State Police.** "Chief of the State Police" or "chief" means the Chief of the State Police or the chief's designee.

[2009, c. 487, Pt. A, §2 (NEW).]

**3. Distributor.** "Distributor" means a person, firm, corporation, association or organization that sells, markets or otherwise distributes sealed tickets, gambling apparatus or any other implements of gambling that may be used in the conduct of a game of chance.

[2009, c. 487, Pt. A, §2 (NEW).]

**4. Electronic video machine.** "Electronic video machine" means a machine, however operated, that has a video screen featuring an electronically simulated game and delivers or entitles the person playing or operating it to receive the privilege of playing the electronic video machine without charge, but does not deliver or entitle the person playing or operating the electronic video machine to receive cash, premiums, merchandise, tickets or something of value other than the privilege of playing the electronic video machine without charge. An electronic video machine is a machine that may be licensed in accordance with section 1832, subsection 8. A machine that has a video screen featuring an electronically simulated slot machine as a game is not an electronic video machine, but is a machine as defined in subsection 9.

[2009, c. 487, Pt. A, §2 (NEW).]

**5. Game of chance.** "Game of chance" means a game, contest, scheme or device in which:

A. A person stakes or risks something of value for the opportunity to win something of value; [2009, c. 487, Pt. A, §2 (NEW).]

B. The rules of operation or play require an event the result of which is determined by chance, outside the control of the contestant or participant; and [2009, c. 487, Pt. A, §2 (NEW).]

C. Chance enters as an element that influences the outcome in a manner that cannot be eliminated through the application of skill. [2009, c. 487, Pt. A, §2 (NEW).]

For the purposes of this subsection, "an event the result of which is determined by chance" includes but is not limited to a shuffle of a deck of cards, a roll of a die or dice or a random drawing or generation of an object that may include, but is not limited to, a card, a die, a number or simulations of any of these. A shuffle of a deck of cards, a roll of a die, a random drawing or generation of an object or some other event the result of which is determined by chance that is employed to determine impartially the initial order of play in a game, contest, scheme or device does not alone make a game, contest, scheme or device a game of chance. For purposes of this chapter, beano, bingo, a savings promotion raffle and table games as defined in Title 8, section 1001, subsection 43-A are not games of chance.

[2011, c. 420, Pt. A, §11 (AMD).]

## Title 17, Chapter 14, GAMES OF CHANCE

**6. Game of skill.** "Game of skill" means any game, contest, scheme or device in which a person stakes or risks something of value for the opportunity to win something of value and that is not a game of chance.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**7. Gross revenue.** "Gross revenue" means the total amount wagered in a game of chance less the prizes awarded.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**8. Licensee.** "Licensee" means a firm, corporation, association or organization licensed by the Chief of the State Police to operate a game of chance.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**9. Machine.** "Machine" means any machine, including electronic devices, however operated, the internal mechanism or components of which when set in motion or activated and by the application of the element of chance may deliver or entitle the person playing or operating the machine to receive cash, premiums, merchandise, tickets or something of value as defined in subsection 17. A machine as defined by this subsection is not eligible to be licensed under this chapter.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**10. Member.** "Member" means a bona fide member of a firm, corporation, association, organization, department or class or a combination thereof who has been duly admitted as a member according to the laws, rules, regulations, ordinances or bylaws governing membership in the firm, corporation, association, organization, department, class or combination thereof.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**11. Net revenue.** "Net revenue" means gross revenue less allowable expenses as described in section 1838.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**12. Printer.** "Printer" means a person, firm, corporation, association or organization that reproduces in printed form, for sale or distribution, materials to be used in the conduct of a game of chance.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**13. Raffle.** "Raffle" means a game of chance in which:

A. A person pays or agrees to pay something of value for a chance, represented and differentiated by a number, to win a prize; [2009, c. 487, Pt. A, §2 (NEW).]

B. One or more of the chances is to be designated the winning chance; and [2009, c. 487, Pt. A, §2 (NEW) .]

C. The winning chance is to be determined as a result of a drawing from a container holding numbers representative of all chances sold. [2009, c. 487, Pt. A, §2 (NEW).]

"Raffle" does not include a savings promotion raffle.

[ 2009, c. 599, §2 (AMD) .]

**14. Roulette.** "Roulette" means a game of chance in which players bet on the compartment of a revolving wheel into which a small ball will come to rest.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**14-A. Savings promotion raffle.** "Savings promotion raffle" means a promotion offered by a financial institution authorized to do business in this State as defined in Title 9-B, section 131, subsection 17-A or a credit union authorized to do business in this State as defined in Title 9-B, section 131, subsection 12-A in which the sole consideration required for a chance of winning the designated prize in the raffle is the deposit of at least a specified amount of money into a savings account or other savings program and in which:

A. The savings account or other savings program provides interest at a comparable rate to other savings accounts or savings programs offered by that financial institution or credit union, with the interest accruing for the benefit of the account holder, and allows account holders access to deposited money; [2009, c. 599, §3 (NEW) .]

B. The total of the designated prizes for each raffle does not exceed \$1,000 or the fair market value of \$1,000 in cases when an item or items of merchandise are the designated prizes; [2009, c. 599, §3 (NEW) .]

C. The promotion is offered no more than 2 times per year; and [2009, c. 599, §3 (NEW) .]

## Title 17, Chapter 14, GAMES OF CHANCE

D. The terms and conditions of the promotion are disclosed to account holders and prospective account holders of the financial institution or credit union. [2009, c. 599, §3 (NEW).]  
[ 2009, c. 599, §3 (NEW) .]

**15. Slot machine.** "Slot machine" means any machine that operates by insertion of a coin, token or similar object setting the internal mechanism of the machine in motion and that by the application of the element of chance may deliver or entitle the person playing or operating the machine to receive cash, premiums, merchandise, tickets or something of value as defined in subsection 17. A slot machine as defined by this subsection is not eligible to be licensed in accordance with this chapter.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**16. Social gambling.** "Social gambling" means a contest of chance in which the only participants are players and from which no person or organization receives or becomes entitled to receive something of value or any profit whatsoever, directly or indirectly, other than as a player, from any source, fee, remuneration connected with gambling or such activity as arrangements or facilitation of the game, permitting the use of premises or selling or supplying for-profit refreshments, food, drink service or entertainment to participants, players or spectators.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**17. Something of value.** "Something of value" means:

A. Any money or property; [2009, c. 487, Pt. A, §2 (NEW).]

B. Any token, object or article exchangeable for money, property, amusement or entertainment; or [2009, c. 487, Pt. A, §2 (NEW).]

C. Any form of credit or promise directly or indirectly contemplating transfer of money or property, or of any interest therein, or involving extension of a service, entertainment or a privilege of playing at a game or scheme without charge. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**18. Tokens.** "Tokens" means distinctive objects, chips, tickets or other devices of no intrinsic value used as a substitute for cash in accounting for revenue from a game of chance.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW). 2009, c. 599, §1-3 (AMD). 2011, c. 420, Pt. A, §11 (AMD).

## §1832. Licenses

**1. License required.** Except as provided in section 1833, a person, firm, corporation, association or organization may not hold, conduct or operate a game of chance without a license issued by the Chief of the State Police in accordance with this section. A license is not required when a game of chance constitutes social gambling.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Eligible organizations.** Notwithstanding other provisions of law, the Chief of the State Police may issue a license to operate a game of chance to an organization that submits a completed application as described in subsection 5 and has been founded, chartered or organized in this State for a period of not less than 2 consecutive years prior to applying for a license and is:

A. An agricultural society; [2009, c. 487, Pt. A, §2 (NEW).]

B. A bona fide nonprofit charitable, educational, political, civic, recreational, fraternal, patriotic or religious organization; [2009, c. 487, Pt. A, §2 (NEW).]

C. A volunteer fire department; or [2009, c. 487, Pt. A, §2 (NEW).]

D. An auxiliary of any of the organizations in paragraphs A to C. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Must be 18 years of age.** The Chief of the State Police may not accept an application from or issue a license under this section to a representative of an eligible organization who is not 18 years of age or older.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Municipal approval required.** An eligible organization described in subsection 2 applying for a license to conduct a game of chance shall obtain written approval from the local governing authority where the game of

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chance is to be operated or conducted. This written approval must be submitted with the application to the Chief of the State Police as described in subsection 5.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**5. Application.** An eligible organization described in subsection 2 wishing to operate or conduct a game of chance shall submit an application to the Chief of the State Police. The application must be in a form provided by the Chief of the State Police and must be signed by a duly authorized officer of the eligible organization. The application must include the full name and address of the organization, a full description of the game of chance, the location where the game is to be conducted and any other information determined necessary by the Chief of the State Police for the issuance of a license to operate a game of chance, including but not limited to membership lists, bylaws and documentation showing the organization's nonprofit status or charitable designation.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Multiple licenses.** The Chief of the State Police may issue more than one license to conduct or operate a game of chance simultaneously to an eligible organization described in subsection 2. Each game of chance must have a separate license, the nature of which must be specified on the license.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**7. Agricultural fairs.** Notwithstanding any provision in this chapter to the contrary, in addition to games of chance, the Chief of the State Police may issue a license to conduct or operate games of chance known as "penny falls" or "quarter falls" at any agricultural fair, as long as the net revenue from those games is retained by the licensed agricultural society.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**8. Electronic video machines.** The Chief of the State Police may issue a game of chance license to operate an electronic video machine to any eligible organization described in subsection 2.

A. An electronic video machine licensed under this section may only be operated for the exclusive benefit of the licensee, except that up to 50% of the gross proceeds from the operation of the machine may be paid to the distributor as a rental fee and for service and repair of the machine. Notwithstanding other provisions of this chapter, a licensee may rent an electronic video machine from a distributor. [2009, c. 487, Pt. A, §2 (NEW) .]

B. No more than 5 electronic video machines may be operated on the licensee's premises. A separate games of chance license is required for the operation of each electronic video machine. [2009, c. 487, Pt. A, §2 (NEW) .]

C. A licensee may operate an electronic video machine only on the licensee's premises. [2009, c. 487, Pt. A, §2 (NEW) .]

D. Two or more licensees may not share the use of any premises for the operation of electronic video machines. [2009, c. 487, Pt. A, §2 (NEW) .]

E. A distributor or employee of the distributor may not be a member of the licensed organization. [2009, c. 487, Pt. A, §2 (NEW) .]

F. An electronic video machine licensed under this subsection may not be operated in a manner that meets the definition of illegal gambling machine as described in Title 17-A, section 952, subsection 5-A. [2009, c. 487, Pt. A, §2 (NEW) .]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW) .

## §1832. Licenses (REPEALED)

## §1834. Fees

**1. Original application fee.** The original application for a license to operate a game of chance must be accompanied by a fee of \$7.50. This is not a fee for a license and is not refundable.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Operation of games of chance.** Except for electronic video games and games of cards as provided in this section, the fee for a license to operate a game of chance is \$15 for each week computed on a Monday to Sunday

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basis or for a portion of a week. The fee for a license issued for a calendar month is \$60 and the fee for licenses issued for a calendar year is \$700.

The Chief of the State Police may issue any combination of weekly or monthly licenses for the operation of games of chance. Except for games of cards as provided in subsection 4, licenses to conduct any authorized game of chance may be issued for a period of up to 12 months on one application.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Operation of electronic video machines.** The fee for a game of chance license to operate an electronic video machine in accordance with section 1832, subsection 8 is \$15 for each week computed on a Monday to Sunday basis or for a portion of a week. The fee for a license issued for a calendar month is \$60.

The Chief of the State Police may issue any combination of weekly or monthly licenses for the operation of electronic video machines. A license or combination of licenses to operate an authorized electronic video machine may be issued for a period of up to 12 months.

[ 2009, c. 652, Pt. C, §2 (AMD); 2009, c. 652, Pt. C, §4 (AFF) .]

**4. Games of cards.** The fee for a license issued to an organization to operate a game of cards, when the organization charges no more than a \$5 daily entry fee for participation in the games of cards and when no money or valuable thing other than the \$5 daily entry fee is gambled by any person in connection with the game of cards, is \$30 for each calendar year or portion of a calendar year. For card games that are played by placing the maximum bet of \$1 per hand or deal, the license fee is the same as provided in subsection 2.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**5. Distributors.** The fee for a license issued to a distributor is \$625 for each calendar year or portion of a calendar year.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Printers.** The fee for a license issued to a printer is \$15 for each calendar year or portion of a calendar year.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**7. Application.** A license to operate any authorized game of chance may be issued for a period of up to 12 months on one application.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

All fees required by this section must accompany the application for any license issued by authority of this chapter.

[2009, c. 487, Pt. A, §2 (NEW).]

Fees submitted as license fees must be refunded if the license is not issued. Rebates may not be given for any unused license or portion of an unused license. If any license is suspended or revoked as provided by this chapter, fees paid for that license may not be refunded. [2009, c. 487, Pt. A, §2 (NEW).]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW). 2009, c. 652, Pt. C, §2 (AMD). 2009, c. 652, Pt. C, §4 (AFF).

## §1835. Conduct games of chance

**1. Wagers or entry fees; exceptions.** The following limits apply to games of chance.

A. The maximum bet for a licensed game of chance including card games in which bets are placed per hand or per deal is \$1. [2009, c. 487, Pt. A, §2 (NEW).]

B. Licensed card games that award part or all of the entry fees paid to participate in the game as prize money and in which no money or thing of value is wagered except for the entry fee are limited to a \$5 daily entry fee and no more than 50 players at any one time at any one location. [2009, c. 652, Pt. C, §3 (AMD); 2009, c. 652, Pt. C, §4 (AFF).]

C. If the licensee operates games of chance for less than 3 total days in a calendar year and contributes 100% of the gross revenue from those games of chance to charity, the amount wagered must be limited to:

- (1) A \$1 daily entry fee;
- (2) Fifty cents per game; or

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(3) Twenty-five cents per card received.

Prior to play of the game, the licensee shall determine which of the limits in subparagraphs (1), (2) and (3) is to be used and shall post the limit. [2009, c. 487, Pt. A, §2 (NEW).]  
[ 2009, c. 652, Pt. C, §3 (AMD); 2009, c. 652, Pt. C, §4 (AFF) .]

**2. Games conducted by members and bartenders of licensee only.** A game of chance licensed pursuant to this chapter must be operated and conducted for the exclusive benefit of the licensee and must be operated and conducted only by duly authorized members of the licensee or by persons employed by the licensee as bartenders, except that nonmembers employed by the licensee as bartenders may not operate or conduct any game of chance permitted under subsection 5, paragraph B. The requirements of this subsection do not apply to any agricultural society licensed to operate a game of chance.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Games conducted at agricultural fair by members of the agricultural society or a bona fide nonprofit.** Games of chance operated and conducted solely by members of an agricultural society or games of chance operated and conducted by members of bona fide nonprofit organizations on the grounds of the agricultural society and during the annual fair of the agricultural society may use cash, tickets, tokens or other devices approved by the Chief of the State Police by rule.

Notwithstanding any other provision of this section, the tickets, tokens or other devices approved by the Chief of the State Police must be unique to the agricultural society and may be in denominations of 25¢, 50¢ or \$1. The tickets, tokens or devices approved by the Chief of the State Police may be sold and redeemed only by a person who has been a member or active volunteer of the agricultural society for at least 2 fair seasons. The agricultural society has the burden of proof for demonstrating the qualification of members or active volunteers.

An agricultural society that uses tokens shall provide records and reports as required by section 1839.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Persons under 18 years of age; exception.** Except as provided in this subsection, a licensee, game owner or operator may not permit a person under 18 years of age to take part in a game of chance, and a person under 18 years of age may not sell chances, except in relation to charitable, religious or recognized youth associations. Notwithstanding any rule to the contrary, upon receiving an application on a form provided by the Chief of the State Police and a determination by the chief that a game of chance licensed to be conducted at a festival-style event is designed to attract players under 18 years of age and awards a nonmonetary prize valued at less than \$10 for every chance played, the chief may permit:

A. Persons under 18 years of age to conduct or operate the game of chance; and [2009, c. 487, Pt. A, §2 (NEW) .]

B. Persons under 18 years of age to play the game of chance without being accompanied by an adult. [2009, c. 487, Pt. A, §2 (NEW) .]

Nothing in this subsection permits games of chance to be operated without a license.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**5. Location.** A license issued pursuant to this section must specify the location where the organization may operate the licensed game of chance. A licensee may not operate games of chance in more than one location at the same time.

A. An agricultural society or a bona fide nonprofit organization may operate a game of chance on the grounds of an agricultural society and during the annual fair of the agricultural society. [2009, c. 487, Pt. A, §2 (NEW) .]

B. No more than one licensee may operate a game of chance at a time on the same premises. In any room where a licensed game of chance is being conducted, there must be at least one member of the licensee present in that room for every 2 nonmembers who are present. That member must have been a member of the licensee for at least one year. A member of the licensee, either directly or through another member or guest, may not stake or risk something of value in the licensee's game of chance unless the member has been a member of the licensee for at least 14 days not including the day of admission into membership. [2009, c. 487, Pt. A, §2 (NEW) .]

A bona fide nonprofit organization may operate a licensed game of chance to which the general public has access once every 3 months for a period not to exceed 3 consecutive days. The licensed game of chance may be

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operated at any location described in the license and may be conducted only by members of the licensee. This subsection does not apply to raffles conducted in accordance with section 1837.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Door prizes.** Distribution of tickets to an event upon which appear details concerning any prize to be given away as a result of a drawing is a game of chance within the meaning of this chapter; a distribution of tickets containing only the words "Door Prize," without further description, is excluded from the provisions of this chapter, as long as no promotional materials or presentations, written or oral, describe the door prize.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**7. "Donation" not to provide an exclusion.** The word "donation" printed on a ticket does not exclude the sponsoring organization from complying with this chapter.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW). 2009, c. 652, Pt. C, §3 (AMD). 2009, c. 652, Pt. C, §4 (AFF).

## §1836. Tournament games

The Chief of the State Police may issue a license under this section to an organization eligible to conduct beano games under chapter 13-A and games of chance under this chapter to conduct up to 2 tournament games per month. For purposes of this section, "tournament game" means a game of chance played using a deck of cards with rules similar to poker or other card games. [2011, c. 325, §1 (AMD).]

**1. Local governing authority approval.** An organization applying for a tournament game license must first receive approval by the local governing authority where the game is to be conducted. Proof of approval from the local governing authority must be provided to the Chief of the State Police upon application for a tournament game license.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. License application.** An organization must submit a license application to the Chief of the State Police on a form provided by the Chief of the State Police. The license application must specify one or more charitable organizations that the proceeds of the tournament game are intended to benefit. For the purposes of this section, "charitable organization" means a person or entity, including a person or entity in a foreign state as defined in Title 14, section 8502, that is or purports to be organized or operated for any charitable purpose or that solicits, accepts or obtains contributions from the public for any charitable, educational, humane or patriotic purpose.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### **3. License.**

[ 2011, c. 325, §2 (RP) .]

**3-A. License.** The license fees for tournament game licenses are as follows:

A. For tournament games that do not exceed 100 players:

- (1) One hundred fifty dollars per tournament license;
- (2) Two hundred fifty dollars for a monthly license; and
- (3) Three thousand dollars for an annual license; and [2011, c. 325, §3 (NEW).]

B. For tournament games that exceed 100 players:

- (1) Three hundred dollars for a tournament game with 101 to 150 players;
- (2) Four hundred dollars for a tournament game with 151 to 200 players;
- (3) Five hundred dollars for a tournament game with 201 to 250 players; and
- (4) Six hundred dollars for a tournament game with 251 to 300 players. [2011, c. 325, §3 (NEW).]

[ 2011, c. 325, §3 (NEW) .]

**4. Tournament.** The organization licensed to conduct a tournament game under this section shall display the rules of the tournament game and the license issued. The maximum number of players allowed is 100 unless the tournament game is held on premises owned by the licensee, in which case the maximum number of players allowed is 300. Winners are determined by a process of elimination. The use of currency is prohibited as part of tournament game play. The maximum entry fee to play in the tournament game is \$100, except the organization

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may add to the player entry fee to defray the cost of the license fee, as long as the total additional amount collected from all players does not exceed \$125. An organization that holds a per tournament license may collect up to \$150 to defray the cost of the license fee. Only one entry fee is permitted per person. A tournament game must be completed within 48 hours. Other games of chance on the premises are prohibited during a tournament game, except for lucky seven or similar sealed tickets and no more than one 50/50 raffle per tournament with a prize value up to \$1,000. This subsection does not prohibit a licensee from conducting one winner-take-all hand per tournament game with a bet limit of \$5. The total number of bets received in a winner-take-all round must be awarded to the winner or in the case of multiple winners divided among them as evenly as possible. All prizes awarded in accordance with this subsection must be paid in cash.

[ 2011, c. 325, §4 (AMD) .]

**5. Proceeds.** No less than 75% of the entry fees under subsection 4 must be paid as prizes to the winners of the tournament game.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Cost of administration; surplus.** The Chief of the State Police may retain, from license fees collected in accordance with subsection 3-A, only an amount necessary to defray the costs of administering this section. All fees collected in excess of the amount necessary to defray the costs of administration must be allocated as follows:

A. Forty percent to the Fractionation Development Center; and [2009, c. 487, Pt. A, §2 (NEW).]

B. Sixty percent to the General Fund. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2011, c. 325, §5 (AMD) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW). 2011, c. 325, §§1-5 (AMD).

## §1837. Raffles

**1. Raffles with prizes of \$10,000 or less.** Notwithstanding section 1832, subsection 1, a license to conduct or operate a raffle in which the holder of the winning chance does not receive something of value worth more than \$10,000 is not required of the following:

A. Any agricultural society or any bona fide nonprofit organization that is either charitable, educational, political, civic, recreational, fraternal, patriotic or religious or any auxiliary of such an organization; [2009, c. 487, Pt. A, §2 (NEW).]

B. Any volunteer police force, fire department or ambulance corps; [2009, c. 487, Pt. A, §2 (NEW).]

C. Any class or organization of an elementary, secondary or postsecondary educational institution operated or accredited by the State; or [2009, c. 487, Pt. A, §2 (NEW).]

D. Any state agency that conducts or operates a raffle for a donated item to benefit fish and wildlife conservation projects. [2009, c. 487, Pt. A, §2 (NEW).]

Any exempt organization, department or class or combination listed in paragraph A, B, C or D may sponsor, operate and conduct a raffle without a license only for the exclusive benefit of that organization, department or class or combination, and that raffle may be conducted only by duly authorized members of the sponsoring organization, department or class or combination.

A state agency may not conduct or operate more than 2 raffles per year pursuant to paragraph D.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Special raffles; prizes more than \$10,000 but not more than \$75,000.** The following provisions apply to special raffles licensed under this subsection.

A. The Chief of the State Police may issue one special raffle license per year to any organization, department or class eligible to hold a raffle under subsection 1. The special raffle license entitles the licensee to hold one raffle in which the holder of a winning chance receives something of value worth more than \$10,000 but not more than \$75,000. A raffle licensed under this paragraph may be structured as a progressive raffle that is divided into a maximum of 12 multiple drawings with previous entries rolled into subsequent drawing pots and with the final drawing to be held within 12 months of the first. Drawings must be used to randomly select a smaller group to be

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eligible for the final prize to be awarded after the final drawing. Section 1835, subsection 1 does not apply to raffles licensed under this section. [2009, c. 487, Pt. A, §2 (NEW).]

B. The Chief of the State Police may not issue a license under this subsection to hold a raffle in which the holder of a winning chance receives a cash prize worth more than \$10,000. [2009, c. 487, Pt. A, §2 (NEW).]

C. All tickets sold pursuant to a special raffle license must be purchased from a licensed distributor or licensed printer. Tickets must be sequentially numbered and have printed on their faces the following information: the name of the special raffle licensee; a description of the prize or prizes; the price of the ticket; and the date, time and place of the drawing. Any organization, department or class listed in subsection 1 that conducts a raffle under this section shall retain all unsold raffle tickets for 6 months after the raffle drawing and make those tickets available for inspection at the request of the Chief of the State Police. [2009, c. 487, Pt. A, §2 (NEW).]  
[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Charitable organizations; livestock raffling.** A license is required before a charitable organization may raffle livestock for fund-raising purposes under Title 7, section 3972, subsection 4. The Commissioner of Agriculture, Food and Rural Resources or the commissioner's designee shall make forms available for charitable organizations to apply for licenses for one-year or 3-year periods. If the commissioner or the commissioner's designee is satisfied that the charitable organization has not violated or will not violate the restrictions of Title 7, section 3972, a license must be issued.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Raffle tickets sold by volunteers.** Notwithstanding section 1835, subsection 2, tickets for raffles licensed in accordance with this section may be sold by persons other than members of the licensed organization as long as the persons selling the tickets are uncompensated volunteers for the organization and the names of the volunteers who sell the tickets are provided to the Chief of the State Police within 10 days of issuance of the raffle license.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

## §1838. Revenue and expenses

**1. Compensation.** Those who conduct games of chance may not be paid for such services except according to this subsection.

A. An organization including a fair licensed to operate beano, bingo or lucky seven games may use up to 20% of the gross revenue to compensate those who conduct the games. [2009, c. 487, Pt. A, §2 (NEW).]

B. Each person who conducts a game of chance licensed to an agricultural society may be paid at a rate that does not exceed 3 times the State's minimum wage as established in Title 26, section 664, subsection 1, unless the game is one for which the limit in paragraph A applies. [2009, c. 487, Pt. A, §2 (NEW).]  
[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Exception.** Notwithstanding subsection 1, a licensee may use the proceeds of a game of chance to:

A. Defray the expenses or part of the expenses that further the purpose for which the organization is formed, except that the proceeds may not be:

(1) Used to purchase alcohol or to defray the cost of activities where alcohol is served; or

(2) Paid directly to organization members except as specifically allowed in this section; and [2009, c. 487, Pt. A, §2 (NEW).]

B. Defray the expenses or part of the expenses of a member, auxiliary member, officer or employee of the organization for a serious illness, injury or casualty loss if the licensee makes an application pursuant to this section and the application is approved by the licensing division within the Bureau of State Police. An application must be made in the form and contain the information the licensing division requires.

(1) In the case of serious illness or injury, the licensing division may require certification by a licensed physician in support of the application.

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(2) In the case of a casualty loss, the licensing division may require statements or reports from a law enforcement agency, rescue or other emergency services personnel or an insurance agency to support the application.

(3) The licensing division may deny an application if it appears that the person who would receive the proceeds has adequate means of financial support, including, but not limited to, insurance or workers' compensation benefits. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Rules.** The Chief of the State Police shall adopt routine technical rules in accordance with Title 5, chapter 375 to carry out this section.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Posting.** An organization licensed to conduct a game of chance pursuant to section 1832 shall post in a conspicuous place in the room or hall where games of chance are conducted a sign that states the net revenue earned from the operation of the game in dollars and cents, the amount of charitable donations from that net revenue in dollars and cents, what percentage in dollars and cents of the net revenue that amount represents in donations to nonprofit activities and what percentage of the net revenue was distributed from licensed games for the previous calendar year and has been distributed in the current calendar year. For the purposes of this subsection, "calendar year" means January to December.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW) .

## §1839. Licensee records and reports

**1. Records required.** Each licensee shall keep a record of all financial transactions involving games of chance operated under each license granted to the licensee. The treasurer of the licensee or another officer designated by the treasurer is responsible for maintaining those records. The records must include an exact account of all gross revenue from the games, an itemization of all allowable expenses, including, but not limited to, the cost of prizes, printing, licenses and administration, and the disposition of all proceeds, including, but not limited to, all gifts, grants and payments to any person, firm, corporation, association or organization for any purpose whatsoever. All financial records involving games of chance must be separate and distinguishable from other records of the organization. Revenue from more than one game of chance may be entered into one account.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Records required for licensee employing tokens.** If a licensee employs tokens to account for revenue from games of chance and if the licensee maintains direct control over the sale and redemption of the tokens and keeps accurate records of all tokens used, then the chief may by rule alter or reduce the record-keeping requirements of subsection 1 to the extent that a licensee's use of tokens renders those records unnecessary for adequate control of the licensee's games.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Disposition of funds reports.** Within 10 business days after the last day of any period during which a licensed game of chance is conducted with other than an annual license or within 10 business days after the end of each calendar month during which a licensed game of chance is conducted with an annual license, the licensee shall file with the Chief of the State Police a disposition of funds form prescribed and furnished by the Chief of the State Police, detailing for the period the total receipts and expenditures of the game and the disposition of funds. Every statement must be made under oath by an officer of the licensee or by the member in charge of the conduct of the game.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Disposition of funds reports from licensee using tokens.** If tokens are employed to account for revenue from games of chance, then the licensee shall report the number of tokens sold, the number redeemed and the disposition of funds from the proceeds of sale in addition to such other information as the chief may require under subsection 3.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

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**5. Records maintained for 3 years.** Every licensee that has conducted a game of chance shall maintain and keep for a period of 3 years reports as may be necessary to substantiate the records and reports required by this section or by the rules adopted under this chapter.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Location.** All records maintained by a licensee pursuant to this section and pursuant to the rules adopted under this chapter must be kept and maintained on the premises where the game of chance has been conducted or at the primary business office of the licensee, which must be designated by the licensee in the license application. These records must be open to inspection by the Chief of the State Police or the chief's representative, and a licensee may not refuse the Chief of the State Police or the chief's representative permission to inspect or audit the records. Refusal to permit inspection or audit of the records does not constitute a crime under this chapter but constitutes grounds for revocation of license.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW) .

### §1840. Distributors and printers; records and reports

**1. Printers licensed.** A printer in the State may not print materials to be used in the conduct of a licensed game of chance unless licensed by the Chief of the State Police. A printer licensed under this section may act as a distributor without having to be licensed as a distributor as long as neither the printer nor anyone on the printer's behalf acts as a seller for services connected with a game of chance outside of the confines of the printer's premises described in that printer's license. If that printer or someone else acts as a seller for the printer's services in connection with a game of chance outside of the premises described on that printer's license, either that printer or any person or persons acting on that printer's behalf must be licensed as a distributor under subsection 2.

The applicant for a printer's license, or, if the applicant is a firm, corporation, association or other organization, its resident manager, superintendent or official representative shall file an application with the Chief of the State Police on a form provided by the Chief of the State Police. The Chief of the State Police shall furnish to each applicant a current copy of this chapter and the rules adopted under section 1843 and to each licensee a copy of any changes or additions to this chapter and the rules adopted under section 1843.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Distributors licensed.** A distributor may not sell, lease, market or otherwise distribute gambling apparatus or implements unless licensed by the Chief of the State Police, except that a license is not required for the sale, marketing or distribution of raffle tickets when the holder of the winning chance receives something of value worth less than \$10,000.

A nonresident manufacturer or distributor of gambling apparatus or implements doing business in the State must have an agent in this State who is licensed as a distributor. A distributor may not sell, market or otherwise distribute gambling apparatus or implements to a person or organization, except to persons or organizations licensed to operate or conduct games of chance under section 1832, licensed to conduct a special raffle under section 1837, subsection 2 or eligible to conduct a raffle pursuant to section 1837, subsection 1. A distributor may not lease or loan or otherwise distribute free of charge any gambling apparatus or implements to an organization eligible to operate a game of chance, except that a distributor may lease gambling apparatus or implements to an agricultural society licensed to operate games of chance on the grounds of the agricultural society and during the annual fair of the agricultural society as long as the distributor does not charge the agricultural society an amount in excess of 50% of the gross revenue from any licensed game of chance.

A licensee shall acquire gambling apparatus and implements from a distributor licensed under this section, unless the gambling apparatus or implements are printed, manufactured or constructed by the licensed organization. At no time may any licensee print, manufacture or construct any gambling apparatus or implements for distribution to any other licensee. The applicant for a distributor's license, or, if the applicant is a firm, corporation, association or other organization, its resident manager, superintendent or official representative shall file an application with the Chief of the State Police on a form provided by the Chief of the State Police. The Chief

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of the State Police shall furnish to each applicant a current copy of this chapter and the rules adopted under section 1843 and to each licensee a copy of any changes or additions to this chapter and the rules adopted under section 1843.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Sales agreements.** A distributor shall forward to the Chief of the State Police, prior to delivery of any gambling machine to the purchaser, a copy of all sales agreements, sales contracts or any other agreements involving the sale of any gambling machine. The terms of the sales contract must include, but are not limited to, the name of seller, name of purchaser, address of seller, address of purchaser, description of the gambling machine including serial number and model name and number, total sale price, any arrangement or terms for payments and the date of final payment.

Any change, modification or alteration of these agreements must be reported to the Chief of the State Police by the purchaser within 6 days of the change, modification or alteration.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Service agreements.** With the sale of any gambling machine involving a service agreement, the distributor shall forward to the Chief of the State Police a copy of the agreement prior to delivery of the machine. The terms of the service agreements must include, but are not limited to, the name of seller, name of purchaser, address of seller, address of purchaser, description of machine to be serviced including serial number and model name and number and all prices and payments for that service.

Any change, modification or alteration of the agreement must be reported to the Chief of the State Police by the purchaser within 6 days of the change, modification or alteration.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**5. Agricultural societies; lease agreements.** When a gambling apparatus or implement is leased as provided in subsection 2 to an agricultural society, the distributor shall forward to the Chief of the State Police a copy of the lease agreement prior to delivery of the gambling apparatus or implement. The terms of the lease must include, but are not limited to, the name of the lessor; address of the lessor; name of the lessee; address of the lessee; description of the gambling apparatus or implement; serial number, model name or number of the gambling apparatus or implement; and all prices and payments for the lease. Each lease must be for a specific period of time no longer than the duration of the annual fair of that lessee, and each gambling apparatus must have its own separate lease. Gambling apparatus or implements leased under this section:

A. May be operated only for the exclusive benefit of the agricultural society, except that the agricultural society may pay a distributor up to 50% of gross gaming revenue in accordance with subsection 2; and [2009, c. 487, Pt. A, §2 (NEW).]

B. Must bear the name and address of the distributor. [2009, c. 487, Pt. A, §2 (NEW).]  
[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Reports.** At the end of each calendar month, a distributor or printer shall file with the Chief of the State Police a report indicating:

A. The names and addresses of all persons or organizations to which the distributor or printer has distributed equipment and the dates of the distribution; [2009, c. 487, Pt. A, §2 (NEW).]

B. A description of the equipment distributed, including serial number and model name and number; and [2009, c. 487, Pt. A, §2 (NEW).]

C. The quantities of any equipment distributed. [2009, c. 487, Pt. A, §2 (NEW).]  
[ 2009, c. 487, Pt. A, §2 (NEW) .]

**7. Retention and inspection of records.** A distributor or printer shall maintain and keep for a period of 3 years, on the premises of the distributor or printer, any records that may be necessary to substantiate the reports required by this section or by the rules adopted under this chapter. The records must be open to inspection, and a licensee may not refuse the Chief of the State Police or the chief's representative permission to inspect or audit the records. Refusal to permit inspection or audit of the records does not constitute a crime under this chapter but constitutes grounds for revocation of license.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

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**8. Reports generally.** The Chief of the State Police shall require from any licensed printer or distributor, or from any organization authorized to operate a game of chance, whatever reports determined necessary by the chief for the purpose of the administration and enforcement of this chapter.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

### §1841. Prohibited acts

**1. Schemes prohibited.** A license may not be issued under this chapter for the conduct or operation of a machine, a slot machine, roulette or games commonly known as policy or numbers, except that a license may be issued for an electronic video machine. An electronic video machine that constitutes a game of chance is fully governed by this chapter.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Prohibited games.** The following games are prohibited:

A. A game that uses objects that are constructed, designed or altered to be other than what they appear to be and to respond in a way other than that in which the average player would assume that they would respond, unless that construction, design or alteration is permitted in the rules governing that game and the construction, design or alteration meets the requirements of those rules; [2009, c. 487, Pt. A, §2 (NEW).]

B. A game in which the operator either partially or entirely controls the outcome of the game by the operator's manner of operating or conducting the game; [2009, c. 487, Pt. A, §2 (NEW).]

C. A game in which the outcome depends upon the word of the operator against the word of the player; and [2009, c. 487, Pt. A, §2 (NEW).]

D. A game of skill that includes any mechanical or physical device that directly or indirectly impedes, impairs or thwarts the skill of the player. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Glass prohibited.** The use of glass is prohibited in games of skill pursuant to Title 32, section 1873.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

### §1842. Investigations and actions on licenses; evidence

**1. Investigation.** The Chief of the State Police shall investigate or cause to be investigated all complaints made to the chief and all violations of this chapter or the rules adopted pursuant to section 1843.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Refusal to issue, modify or renew; modification; suspension; revocation.** Each of the following is grounds for an action to refuse to issue, modify or renew or to modify, suspend or revoke the license of a distributor or printer licensed under this chapter:

A. The distributor or printer or its resident manager, superintendent or official representative made or caused to be made a false statement of material fact in obtaining a license under this chapter or in connection with service rendered within the scope of the license issued; [2009, c. 487, Pt. A, §2 (NEW).]

B. The distributor or printer or its resident manager, superintendent or official representative violated any provision of this chapter or any rule adopted by the Chief of the State Police under section 1843.

(1) Except as provided in subparagraph (2), the Chief of the State Police shall give written notice of any violation to the distributor or printer who then has 14 days to comply. Failure to comply within the 14-day period is grounds for an action under this section.

(2) If a distributor or printer violates section 1840, subsection 1 or 2, the Chief of the State Police is not required to give the notice or allow the compliance period provided in subparagraph (1); or [2009, c. 487, Pt. A, §2 (NEW).]

C. The distributor or printer or its resident manager, superintendent or official representative has been:

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(1) Convicted of a crime under this chapter or Title 17-A, chapter 39; or

(2) Convicted within the prior 10 years of any crime for which imprisonment for more than one year may be imposed. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Chief of the State Police.** The Chief of the State Police may:

A. Investigate all aspects of this chapter including the direct and indirect ownership or control of any licenses;

[2009, c. 487, Pt. A, §2 (NEW).]

B. Suspend, revoke or refuse to issue a license, after notice and the opportunity for a hearing, if the applicant, applicant's agent or employee, licensee or licensee's agent or employee violates a provision of this chapter or Title 17-A, chapter 39 or fails to meet the statutory requirements for licensure pursuant to this chapter; [2009, c. 487, Pt. A, §2 (NEW).]

C. Immediately suspend or revoke a license if there is probable cause to believe that the licensee or the licensee's agent or employee violated section 1832, subsection 8, paragraph C; section 1841, subsection 2; or a provision of Title 17-A, chapter 39; [2009, c. 487, Pt. A, §2 (NEW).]

D. Issue a subpoena in the name of the State Police in accordance with Title 5, section 9060, except that this authority applies to any stage of an investigation under this chapter and is not limited to an adjudicatory hearing. This authority may not be used in the absence of reasonable cause to believe a violation has occurred. If a witness refuses to obey a subpoena or to give any evidence relevant to proper inquiry by the chief, the Attorney General may petition the Superior Court in the county where the refusal occurred to find the witness in contempt. The Attorney General shall cause to be served on that witness an order requiring the witness to appear before the Superior Court to show cause why the witness should not be adjudged in contempt. The court shall, in a summary manner, hear the evidence and, if it is such as to warrant the court in doing so, punish that witness in the same manner and to the same extent as for contempt committed before the Superior Court or with reference to the process of the Superior Court; and [2009, c. 487, Pt. A, §2 (NEW).]

E. Require such evidence as the chief determines necessary to satisfy the chief that an applicant or organization licensed to conduct games of chance conforms to the restrictions and other provisions of this chapter. Charters, organizational papers, bylaws or other such written orders of founding that outline or otherwise explain the purpose for which an organization was founded, must, upon request, be forwarded to the Chief of the State Police. The Chief of the State Police may require of any licensee or of any person operating, conducting or assisting in the operation of a licensed game of chance evidence as the chief may determine necessary to satisfy the chief that the person is a duly authorized member of the licensee or a person employed by the licensee as a bartender as required by section 1835, subsection 2. Upon request, this evidence must be forwarded to the Chief of the State Police. The Chief of the State Police may require such evidence as the chief may determine necessary regarding the conduct of games of chance by a licensee to determine compliance with this chapter. [2009, c. 487, Pt. A, §2 (NEW).]

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Licensing actions after notice and opportunity for hearing.** The Chief of the State Police shall notify the applicant or licensee in writing, before a license is denied, suspended or revoked pursuant to subsection 3, paragraph B, of the intended denial or commencement date of the suspension or revocation, which may not be made any sooner than 96 hours after the licensee's receipt of the notice, of the duration of the suspension or revocation and of the right to a hearing pursuant to this subsection. The applicant or licensee has the right to request a hearing before the Commissioner of Public Safety or the commissioner's designee. Upon the applicant's or licensee's request for a hearing, the Commissioner of Public Safety shall provide a hearing. The hearing must comply with the Maine Administrative Procedure Act. The purpose of the hearing is to determine whether a preponderance of the evidence establishes that the applicant, applicant's agent or employee or the licensee or licensee's agent or employee violated a provision of this chapter or Title 17-A, chapter 39. A request for a hearing may not be made any later than 10 days after the applicant or licensee is notified of the proposed denial, suspension or revocation. The suspension or revocation must be stayed pending the hearing; the hearing may not be held any

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later than 30 days after the date the commissioner receives the request unless otherwise agreed by the parties or continued upon request of a party for cause shown.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**5. Immediate suspension or revocation.** A licensee whose license is immediately suspended or revoked by the Chief of the State Police pursuant to subsection 3, paragraph C must be notified in writing of the duration of the suspension or revocation and the licensee's right to request a hearing before the Commissioner of Public Safety or the commissioner's designee. Upon the licensee's request for a hearing, the Commissioner of Public Safety shall provide a hearing. The hearing must comply with the Maine Administrative Procedure Act. The purpose of the hearing is to determine whether a preponderance of the evidence establishes that the licensee or the licensee's agent or employee violated section 1832, subsection 8, paragraph C; section 1841, subsection 2; or a provision of Title 17-A, chapter 39. A request for a hearing may not be made any later than 48 hours after the licensee is notified of the suspension or revocation. A hearing may not be held any later than 10 days after the date the commissioner receives the request.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Access to premises.** A person, firm, corporation, association or organization making application to the Chief of the State Police to conduct or operate a game of chance or any such person, firm, corporation, association or organization authorized under this chapter to conduct or operate a game of chance shall permit inspection of any equipment, prizes, records or items and materials used or to be used in the conduct or operation of a game of chance by the Chief of the State Police or the chief's authorized representative.

A firm, corporation, association or organization licensed to conduct or operate a game of chance shall permit at any time the Department of Public Safety or the city or town fire inspectors of the municipality in which the licensed game is being conducted to enter and inspect the licensed premises.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

## §1843. Rules

The Chief of the State Police may adopt routine technical rules pursuant to Title 5, chapter 375, subchapter 2-A necessary for the administration and enforcement of this chapter and for the licensing, conduct and operation of games of chance. The Chief of the State Police may regulate, supervise and exercise general control over the operation of such games. In establishing such rules, the Chief of the State Police must, in addition to the standards set forth in other provisions of this chapter, set forth conduct, conditions and activity considered undesirable, including: [2009, c. 487, Pt. A, §2 (NEW).]

**1. Fraud.** The practice of any fraud or deception upon a participant in a game of chance;

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**2. Unsafe premises.** The conduct of a game of chance in or at premises that may be unsafe due to fire hazard or other such conditions;

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**3. Advertising and solicitation.** Advertising that is obscene or solicitation on a public way of persons to participate in a game of chance;

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**4. Organized crime.** Infiltration of organized crime into the operation of games of chance or into the printing or distributing of gambling materials;

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**5. Disorderly persons.** Presence of disorderly persons in a location where a game of chance is being conducted;

[ 2009, c. 487, Pt. A, §2 (NEW) .]

**6. Leasing of equipment.** Leasing of equipment by a licensee used in the operation of games of chance not in accordance with this chapter; and

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[ 2009, c. 487, Pt. A, §2 (NEW) .]

**7. Bona fide nonprofit organization.** The establishment of organizations that exist primarily to operate games of chance and do not have a bona fide nonprofit charitable, educational, political, civic, recreational, fraternal, patriotic, religious or public safety purpose.

[ 2009, c. 487, Pt. A, §2 (NEW) .]

The Chief of the State Police shall provide a mechanism for individuals and businesses to request a determination from the State Police as to whether a particular game, contest, scheme or device qualifies as a game of chance or a game of skill. [2009, c. 487, Pt. A, §2 (NEW).]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

### **§1844. Violations**

A person who violates this chapter or rules adopted in accordance with this chapter commits a Class D crime.

[2009, c. 487, Pt. A, §2 (NEW).]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

### **§1845. Administration expenses**

The expenses of administering this chapter must be paid out of the fees received in accordance with this chapter.

[2009, c. 487, Pt. A, §2 (NEW).]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).

### **§1846. Vending machines**

Nothing in this chapter applies to vending machines the primary purpose of which is to dispense beverages, candy, fruit or other food items when a coin or bills are inserted into the machine. [2009, c. 487, Pt. A, §2 (NEW).]

### SECTION HISTORY

2009, c. 487, Pt. A, §2 (NEW).