



# Town of York

186 York Street  
York, Maine 03909-1314

Town Manager/  
Selectmen  
(207)363-1000

Town Clerk/  
Tax Collector  
(207)363-1003

Finance/  
Treasurer  
(207)363-1004

Code Enforcement  
(207)363-1002

Planning  
(207)363-1007

Assessor  
(207)363-1005

Police Department  
(207)363-1031

Dispatch  
(207)363-2557

York Beach Fire  
Department  
(207)363-1014

York Village Fire  
Department  
(207)363-1015

Public Works  
(207)363-1011

Harbor Master  
(207)363-1000

Senior Center/  
General Assistance  
(207)363-1036

Parks and  
Recreation  
(207)363-1040

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

www.yorkmaine.org

## BOARD OF SELECTMEN'S MEETING AGENDA 6:30/7:00PM MONDAY, MAY 18, 2015 YORK LIBRARY

**6:30PM** Executive Session: Town Manager's Quarterly Performance  
Check-In, Pursuant to Title 1 M.R.S. § 405.6.A

### Call to Order

### Opening Ceremonies

#### A. Annual Meeting

1. Election of Chair and Vice-Chair
2. Establish a Fixed Schedule of Meetings
3. Discussion and Possible Action: Adopt the Selectmen's Policy Entitled "Disbursement of Wages to Municipal Employees"
4. Discussion and Possible Action: Adopt Selectmen's Policy Entitled "Order of Municipal Officers"
5. Discussion and Possible Action: Call a Special Budget Referendum in accordance with Article 2, Section 14 (F) of the Town of York Home Rule Charter; If Necessary
6. Discussion and Possible Action: Adopt the Town Budget as Certified by the Town Clerk and Approved by the Voters per Article 2, Section 14 (B) of the Town of York Home Rule Charter
7. Elect a member to serve on the Hartley Mason Board of Trustees

#### B. Minutes

#### C. Chairman's Report

#### D. Manager's Report

#### E. Awards

#### F. Reports

1. Village Study Committee: New Draft Village Plan – Ron McAllister, Village Study Committee Chairman

G. Citizens' Forum – The Citizens' Forum is open to any member of the audience for comments on items listed on this meeting agenda. All comments

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

**H. Approval of Warrant #46**

**I. Public Hearings**

1. New Business License: IOTB, LLC DBA: Slice (Food Service and Liquor) Located at 9 Ocean Avenue
2. New Business License: Alec Brown DBA: Seacoast Brother's Butcher Shop (Food Service) Located at 459 US Route One

**J. Endorsements**

Business Licenses:

- Sean Mitchell DBA: The Bagel Basket (Food Service) Located at 280 York Street
- Peter Wagner DBA: Camp Eaton (Food Service) Located at 750 York Street
- Stephen Dunne DBA: Dunne's Ice Cream (Food Service) Located at 214 Nubble Road
- Kent Kilgore and Randy Small DBA: Fishermen's Dock (Food Service and Liquor) Located at 674 US Route One
- Jane Eastman DBA: Harry's Seafood and Grill (Food Service and Liquor) Located at 15 Railroad Avenue
- Karen McElmurry DBA: Simply Grown at Rocky Acres (Food Service) Located at 73 Webber Road
- Alec Brown DBA: Seacoast Brother's Butcher Shop (Food Service) Located at 459 US Route One
- IOTB, LLC DBA: Slice (Food Service and Liquor) Located at 9 Ocean Avenue
- Wiggly Bridge Distilleries, LLC DBA: Wiggly Bridge Distillery (Food Service and Liquor) Located at 19 Railroad Avenue
- St. Aspinquid Lodge #198 (Food Service and Flea Market) Located at 101 Long Sands Road
- York's Wild Kingdom (Coin-Operated Amusement) Located at 23 Railroad Avenue

**K. Old Business**

1. Discussion and Possible Action: Requests of the York Village Study Committee
2. Discussion and Possible Action: Weather-Based Predictive Beach Postings
3. Discussion and Possible Action: Bathhouse Building Committee's Question about Proceeding

4. Discussion and Possible Action: Verizon Tower at York Beach Police Station Site

**L. New Business**

1. Discussion and Possible Action: Initiate Bidding Process for FY16 Heating Fuels – Oil, Propane and Wood Pellets
2. Discussion and Possible Action: Adopt Schedules for Referenda in November 2015, May 2016 and November 2016
3. Discussion and Possible Action: Outsourcing General Assistance

**M. Other Business**

**N. Citizens' Forum**

**Adjourn**



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Establish a Fixed Schedule of Meetings	

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** Attached is the May 2015 – June 2016 Calendar of Regularly Scheduled Selectmen’s Meetings continuing the current meeting schedule of having regular business meetings on the second and fourth Monday of each month (with a few moved around due to holidays).

In prior years the Board has established the meeting schedule to hold regular business meetings on the second and fourth Monday of each month, and with special workshops and meetings scheduled as necessary. There is also an item on the June 1, 2015 Workshop Agenda to discuss the frequency and duration (Fewer meetings with longer agendas vs. More frequent meetings with shorter agendas) of future meetings.

**RECOMMENDATION:**

**PROPOSED MOTION:** I move to establish a fixed schedule of meetings for the second and fourth Monday of each month, with special meetings and workshops to be scheduled as necessary.

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

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


REGULARLY SCHEDULED TOWN MEETINGS

MAY 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	4 Board of Selectmen 7:00; Library – Community	5	6	7	8	9
3					1	2
10	11 Board of Selectmen 7:00; Library – Community	12	13	14	15	16 BUDGET REFERENDUM
17	18 Board of Selectmen 7:00; Library – Community	19	20	21	22	23
24	25	26	27	28	29	30
31						

REGULARLY SCHEDULED TOWN MEETINGS

**JUNE 2015**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 Board of Selectmen - Workshop 7:00; Library – Community	2	3	4	5	6
7	8 Board of Selectmen 7:00; Library – Community	9	10	11	12	13
14	15	16	17	18	19	20
21	22 Board of Selectmen 7:00; Library – Community	23	24	25	26	27
28	29	30				

REGULARLY SCHEDULED TOWN MEETINGS

# JULY 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6 Board of Selectmen 7:00; Library – Community	7	8	9	10 BOOK SALE	11 BOOK SALE
12	13	14	15	16	17	18
BOOK SALE	BOOK SALE	BOOK SALE	BOOK SALE	BOOK SALE	BOOK SALE	BOOK SALE
19	20	21	22	23	24	25
BOOK SALE	BOOK SALE					
26	27 Board of Selectmen 7:00; Library – Community	28	29	30	31	

REGULARLY SCHEDULED TOWN MEETINGS

# AUGUST 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10 Board of Selectmen 7:00; Library – Community	11	12	13	14	15
16	17	18	19	20	21	22
23	24 Board of Selectmen 7:00; Library – Community	25	26	27	28	29
30	31					

REGULARLY SCHEDULED TOWN MEETINGS

# SEPTEMBER 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Board of Selectmen 7:00; Library – Community	15	16	17	18	19
20	21	22	23	24	25	26
27	28 Board of Selectmen 7:00; Library – Community	29	30			

REGULARLY SCHEDULED TOWN MEETINGS

# OCTOBER 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5 Board of Selectmen 7:00; Library – Community	6	7	8	9	10
11	12	13	14	15	16	17
18	19 Board of Selectmen 7:00; Library – Community	20	21	22	23	24
25	26	27	28	29	30	31

REGULARLY SCHEDULED TOWN MEETINGS

# NOVEMBER 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Board of Selectmen 7:00; Library – Community	3 <b>GENERAL REFERENDUM</b>	4	5	6	7
8	9	10	11	12	13	14
15	16 Board of Selectmen 7:00; Library – Community	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

REGULARLY SCHEDULED TOWN MEETINGS

# DECEMBER 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Board of Selectmen 7:00; Library – Community	15	16	17	18	19
20	21	22	23	24	25	26
27	28 Board of Selectmen 7:00; Library – Community	29	30	31		

REGULARLY SCHEDULED TOWN MEETINGS

# JANUARY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11 Board of Selectmen 7:00; Library – Community	12	13	14	15	16
17	18	19	20	21	22	23
24	25 Board of Selectmen 7:00; Library – Community	26	27	28	29	30
31						

REGULARLY SCHEDULED TOWN MEETINGS

# FEBRUARY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 Board of Selectmen 7:00; Library – Community	2	3	4	5	6
7	8 Board of Selectmen 7:00; Library – Community	9	10	11	12	13
14	15	16	17	18	19	20
21	22 Board of Selectmen 7:00; Library – Community	23	24	25	26	27
28	29					

REGULARLY SCHEDULED TOWN MEETINGS

# MARCH 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Board of Selectmen 7:00; Library – Community	15	16	17	18	19
20	21	22	23	24	25	26
27	28 Board of Selectmen 7:00; Library – Community	29	30	31		

REGULARLY SCHEDULED TOWN MEETINGS

APRIL 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11 Board of Selectmen 7:00; Library – Community	12	13	14	15	16
17	18	19	20	21	22	23
24	25 Board of Selectmen 7:00; Library – Community	26	27	28	29	30

REGULARLY SCHEDULED TOWN MEETINGS

**MAY 2016**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
	Board of Selectmen 7:00: Library – Community					
15	16	17	18	19	20	21
						BUDGET REFERENDUM
22	23	24	25	26	27	28
	Board of Selectmen 7:00: Library – Community					
29	30	31				

REGULARLY SCHEDULED TOWN MEETINGS

**JUNE 2016**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13 Board of Selectmen 7:00; Library – Community	14	15	16	17	18
19	20	21	22	23	24	25
26	27 Board of Selectmen 7:00; Library – Community	28	29	30		



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Adopt the Selectmen's Policy Entitled "Disbursement of Wages to Municipal Employees"	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached is the Selectmen's Policy entitled "Disbursement of Wages to Municipal Employees" that permits the disbursement of employees' wages and benefits when the applicable disbursement warrant has been signed by one or more designated municipal officers. No other disbursements may be made until the majority of the municipal officers have signed the disbursement warrant.

RECOMMENDATION:

PROPOSED MOTION: I move to adopt the Selectmen's Policy entitled "Disbursement of Wages to Municipal Employees".

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

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

**Disbursement of Wages to Municipal Employees**

It shall be the policy of the Board of Selectmen of the Town of York to permit the disbursement of employees' wages and benefits when the applicable disbursement warrant has been signed by one or more designated municipal officers. No other disbursements may be made until the majority of the municipal officers has signed the disbursement warrant.

(This policy is made pursuant to Maine State Law, Title 30A MRSA § 5603)

Adopted October 16, 1991  
Readopted June 23, 1993  
Readopted June 22, 1993  
Readopted September 12, 1995  
Readopted May 20, 1997  
Readopted May 26, 1998



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Adopt the Selectmen's Policy Entitled "Order of Municipal Officers"	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached is the Selectmen's Policy entitled "Order of Municipal Officers" that authorizes and directs the Treasurer of the Town to apply any tax payment received from an individual as payment for any tax against outstanding or delinquent taxes due on said property in chronological order beginning with the oldest unpaid tax bill.

RECOMMENDATION:

PROPOSED MOTION: I move to adopt the Selectmen's Policy entitled "Order of Municipal Officers".

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

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

# Order of Municipal Officers

Pursuant to 36 M.R.S.A., Section 906

We, the Municipal Officers of the Town of York, Maine, upon request of the Treasurer of said Town, hereby authorize and direct said Treasurer, pursuant to Title 36, Maine Revised Statutes, Section 906, to apply any tax payment received from an individual as payment for any tax against outstanding or delinquent taxes due on said property in chronological order beginning with the oldest unpaid tax bill, provided, however, that no such payment may be applied to any tax for which an abatement application or appeal is pending unless approved in writing by the taxpayer.

## MUNICIPAL OFFICERS

Mary Andrews  
Mary Andrews, Chairman

Lawrence P. Jackson  
Lawrence P. Jackson, Vice-Chairman

Michael Kleist  
Michael Kleist

Carole J. McIntire  
Carole J. McIntire

Michael V. Palumbo  
Michael V. Palumbo

Dated: 5/17/98

## ACKNOWLEDGEMENT

I, the Treasurer of said Town, hereby acknowledge the aforesaid request and receipt of a copy of the within order.

Date: 5-19-98

Margaret M. McIntosh  
Margaret M. McIntosh, Treasurer

*Orip to  
Town Clerk  
Copies to M. McIntosh  
M. McIntosh*

*5/26/98*



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 13, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Adopt Town Budget	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Charter requires the Board to adopt the Town budget following the public voting. As the referendum has not yet taken place I haven't included the necessary supporting documents, but will provide the documents at the meeting.

RECOMMENDATION: I recommend the Board adopt the Town budget as decided by the voters and certified by the Town Clerk, per Charter Article II, Sections B and C.

PROPOSED MOTION: I moved to adopt the Town budget as decided by the voters and certified by the Town Clerk, per Town of York Home Rule Charter Article II, Sections B and C.

(If any articles are defeated, motion should be expanded to identify each defeated article along with its resulting budget amount.)

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

**Section 14: ADOPTION OF BUDGET AND APPROPRIATIONS BY BOARD OF SELECTMEN AND SPECIAL REFERENDUM**

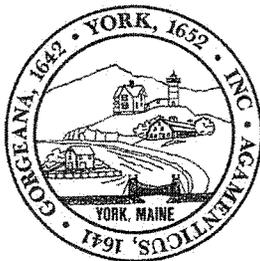
A. Within three (3) days after the Budget Referendum or the Special Budget Referendum, the Town Clerk shall certify the results of the respective referendum to the Board of Selectmen.

B. Upon certification that a majority of the voters of the Town, voting at the Budget Referendum, have voted "YES" in response to the question proposed under Section 12 for a given line-item, the Board of Selectmen shall adopt the Town Budget, on or before the first day of the fiscal year for which it was proposed, said Town Budget to include an appropriation for all approved line-items.

C. Upon certification that a majority of the voters of the Town voting at the Budget Referendum have voted "NO" in response to the question proposed under Section 12 for a given line-item, the Board of Selectmen shall adopt the Town Budget, on or before the first day of the fiscal year for which it was proposed, said Town Budget to include an appropriation for each unapproved line-item equal to the budgeted appropriation for that line-item during the fiscal year just ending except that all Social Services and Outside Agencies, as defined by the Board of Selectmen, shall receive an appropriation of zero. For purposes of this Section, the York Public Library shall not be treated as a Social Service or Outside Agency.

D. During the transitional year of this Charter or for any fiscal year in which the budget line items are not directly comparable to the previous fiscal year, the Town Manager and the Budget Committee shall determine the equivalent amount appropriated in the previous fiscal year to be used in the current fiscal year for any budget line-item disapproved by the voters.

E. The amount stated in the Town Budget, as adopted and including any revisions from a Special Budget Referendum which may be scheduled by the Board of Selectmen, shall constitute the amount to be raised by property tax or other powers and shall constitute a determination of the amount of the levy for the purposes of the Town in the corresponding tax year and shall be effective on the effective date of the budget. A copy of the Town Budget as finally adopted shall be certified by the Town Clerk and filed with the Town Assessor, whose duty it shall be to levy such taxes, if any, for the corresponding year. Adoption of the Town Budget shall constitute adoption of an ordinance appropriating amounts specified therein from the funds indicated.



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015

ACTION

DATE ACTION REQUESTED: May 18, 2015

DISCUSSION ONLY

SUBJECT: Elect a Member to Serve on the Hartley Mason Estate Board of Trustees

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Under the Hartley Mason Estate bylaws the Board of Selectmen shall elect a member of the Board to serve as the liaison to the Hartley Mason Estate.

RECOMMENDATION:

PROPOSED MOTION: I move to appoint \_\_\_\_\_ as the Board of Selectmen liaison to the Hartley Mason Estate.

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

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



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**PUBLIC HEARING NOTICE**  
**Town of York – Board of Selectmen**  
**May 18, 2015**  
**7:00PM**  
**York Public Library**

The Town of York Board of Selectmen will hold a Public Hearing on May 18, 2015 regarding New Business License Application for the following:

- IOTB, LLC DBA: SLICE; Located at 9 Ocean Avenue (Food Service, Liquor)
- Alec Brown DBA: Seacoast Brothers Butcher Shop; Located at 459 US Route One (Food Service)



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015

ACTION

DATE ACTION REQUESTED: May 18, 2015

DISCUSSION ONLY

SUBJECT: Business License Applications

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

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:

- Sean Mitchell DBA: The Bagel Basket (Food Service) Located at 280 York Street
- Peter Wagner DBA: Camp Eaton (Food Service) Located at 750 York Street
- Stephen Dunne DBA: Dunne's Ice Cream (Food Service) Located at 214 Nubble Road
- Kent Kilgore and Randy Small DBA: Fishermen's Dock (Food Service and Liquor) Located at 674 US Route One
- Jane Eastman DBA: Harry's Seafood and Grill (Food Service and Liquor) Located at 15 Railroad Avenue
- Karen McElmurry DBA: Simply Grown at Rocky Acres (Food Service) Located at 73 Webber Road
- Alec Brown DBA: Seacoast Brother's Butcher Shop (Food Service) Located at 459 US Route One
- IOTB, LLC DBA: Slice (Food Service and Liquor) Located at 9 Ocean Avenue
- Wiggly Bridge Distilleries, LLC DBA: Wiggly Bridge Distillery (Food Service and Liquor) Located at 19 Railroad Avenue
- St. Aspinquid Lodge #198 (Food Service and Flea Market) Located at 101 Long Sands Road
- York's Wild Kingdom (Coin-Operated Amusement) Located at 23 Railroad Avenue

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

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

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



THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Bagel Basket LLC

Street Address: 200 York St Y

Business Owner: Sean Mitchell Business Manager: Same

Mailing Address: 200 York St Mailing Address: \_\_\_\_\_  
York ME

Phone Number: 207-363-1244 Phone Number: \_\_\_\_\_

E-mail Address: Sean.BagelBasket.Mitchell@gmail.com E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

### Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats: 29

### Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

### Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	6881		
Expiration Date(s):	4/30/2016		
Classification(s):	Eating place		

Please read the following and sign to complete your application:

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: 0050 - 0118	
Application and First License (\$60)		60.-	Processed By: <i>[Signature]</i>	
Subsequent Licenses (\$30 each)		-	Received Date: 5/6/2015	
New License Fee (\$50)		-	Amount Received: \$ 60.-	
License Amendment (\$25)		-	Check # 15027 or Cash <input type="checkbox"/>	
Other: _____		-		
TOTAL DUE		\$ 60.-	LICENSE #: _____ - _____	
Department Approvals		Date of Approval		Special Conditions (Attached if Necessary)
Code Enforcement	<input type="checkbox"/> N/A	5/13/2015 K Newell		YES <input checked="" type="radio"/> NO
Fire	<input type="checkbox"/> N/A			YES NO
Police	<input checked="" type="checkbox"/> N/A			YES NO
Tax Collector	<input type="checkbox"/> N/A	5/7/2015 M. Szeniaowski		YES <input checked="" type="radio"/> NO
Board of Selectmen _____ Town Manager for the Board of Selectmen			_____ Date	YES NO

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Camp Eaton

Street Address: 750 York Street

Business Owner: Peter Wagner Business Manager: Matt Woodman

Mailing Address: PO Box 626 Mailing Address: \_\_\_\_\_

York Harbor ME 03901 Same

Phone Number: (207) 363-3424 Phone Number: (207) 363-3424

E-mail Address: Peter@CampEaton.com E-mail Address: Matt@CampEaton.com

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

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

Please indicate which Licenses or Local Approvals you seek:

### Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

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

### Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

### Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	22313		
Expiration Date(s):	5/11/2016		
Classification(s):	Entry Plaza 0-29 Seats		

Please read the following and sign to complete your application:

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: <u>0040 - 0061</u>
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)		<u>-</u>	Received Date: <u>5/14/2015</u>
New License Fee (\$50)		<u>-</u>	Amount Received: \$ <u>60.-</u>
License Amendment (\$25)		<u>-</u>	Check # <u>26565</u> or Cash <input type="checkbox"/>
Other: _____		<u>-</u>	LICENSE #: _____ - _____
TOTAL DUE		\$ <u>60.-</u>	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>-</u> N/A		YES NO
Fire	<u>-</u> N/A	<u>5/14/2015 D. Appgar</u>	YES <u>NO</u>
Police	<u>✓</u> N/A		YES NO
Tax Collector	<u>-</u> N/A	<u>5/14/2015 M. Szeniawski</u>	YES <u>NO</u>
Board of Selectmen _____ Town Manager for the Board of Selectmen		_____ Date	YES NO

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Brown's <sup>Dunne's</sup> OLD FASHIONED ICE CREAM

Street Address: 214 NUBBLE ROAD

Business Owner: Stephen Dunne Business Manager: SAME

Mailing Address: P.O. Box 665 Mailing Address: SAME  
YORK BEACH

Phone Number: 207-363-1277 Phone Number: 207-332-6438

E-mail Address: sdunne@me.com E-mail Address: \_\_\_\_\_

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

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

Please indicate which Licenses or Local Approvals you seek:

### Lodging:

- Bed and Breakfast License (C/F)
- Innkeeper License (C/F)
- Number of Rooms: \_\_\_\_\_

### Food and Beverage:

- Food Service License (C/F)
- Liquor License (F/P)
- Bottle Club License (F/P)
- Number of Seats: \_\_\_\_\_

### Entertainment:

- Special Amusement License (F/P)
- Dance Hall License (F/P)
- Bowling Alley License (F)
- Coin-Operated Amusement License (P)
- Bingo, Beano and Games of Chance

### Miscellaneous:

- Transient Seller's License
- Flea Market License
- Junkyard, Auto Graveyard/Recycling License
- Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	SELLERS CERTIFICATE	# 261509	
Expiration Date(s):	N/A		
Classification(s):			

Please read the following and sign to complete your application:

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

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

Business Owner: Stephen D'Amico Signature Have you ever been convicted of a Felony? YES  NO

Business Manager: Stephen D'Amico Signature Have you ever been convicted of a Felony? YES  NO

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

**FOR OFFICE USE ONLY**

FEES	Amount	Map - Lot: <u>25 - 200A</u>
Application and First License (\$60)	<u>60.-</u>	Processed By: <u>mmawny</u>
Subsequent Licenses (\$30 each)	<u>-</u>	Received Date: <u>4/1/2015</u>
New License Fee (\$50)	<u>50.-</u>	Amount Received: \$ <u>110.00</u>
License Amendment (\$25)	<u>-</u>	Check # _____ or Cash <input checked="" type="checkbox"/>
Other: _____	<u>-</u>	LICENSE #: _____ - _____
TOTAL DUE	\$ <u>110.00</u>	
Department Approvals	Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement <input type="checkbox"/> N/A	<u>5/15/2015 L. Viguel</u>	YES NO
Fire <input type="checkbox"/> N/A		YES NO
Police <input checked="" type="checkbox"/> N/A		YES NO
Tax Collector <input type="checkbox"/> N/A	<u>4/1/2015 M. Szeniauski</u>	YES <input checked="" type="checkbox"/> NO
Board of Selectmen _____ Town Manager for the Board of Selectmen	_____ Date	YES NO

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Fishermen's Dock LLC  
 Street Address: 674 US Rt #1 York, MAINE  
 Business Owner: Kent Kilcrome / Ronny Small Business Manager: JANE  
 Mailing Address: P.O. Box 567 Mailing Address: JANE  
YORK, ME 03909  
 Phone Number: 207 361-8100 Phone Number: JANE  
 E-mail Address: Skippers Bay @ gmail E-mail Address: \_\_\_\_\_

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

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

Please indicate which Licenses or Local Approvals you seek:

### Lodging:

\_\_\_ Bed and Breakfast License (C/F)  
 \_\_\_ Innkeeper License (C/F)  
 Number of Rooms: \_\_\_

### Food and Beverage:

Food Service License (C/F)  
 Liquor License (F/P)  
 \_\_\_ Bottle Club License (F/P)  
 Number of Seats: 90

### Entertainment:

\_\_\_ Special Amusement License (F/P)  
 \_\_\_ Dance Hall License (F/P)  
 \_\_\_ Bowling Alley License (F)  
 \_\_\_ Coin-Operated Amusement License (P)  
 \_\_\_ Bingo, Beano and Games of Chance

### Miscellaneous:

\_\_\_ Transient Seller's License  
 \_\_\_ Flea Market License  
 \_\_\_ Junkyard, Auto Graveyard/Recycling License  
 \_\_\_ Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	5302		
Expiration Date(s):	5/1/15		
Classification(s):	Class III & IV		

Wine + Beer would like to Add Liquor  
Please read the following and sign to complete your application:

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: 0091 - 0004-A
Application and First License (\$60)		60	Processed By: mmavery
Subsequent Licenses (\$30 each)		30	Received Date: 4/2/2015
New License Fee (\$50)		50	Amount Received: \$ 140.00
License Amendment (\$25)			Check # 2500 or Cash <input type="checkbox"/>
Other: _____			LICENSE #: _____ - _____
TOTAL DUE		\$ 140	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	__ N/A	5/14/2015 K. Newell	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Fire	__ N/A	4/2/2015 D. Appgar	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Police	__ N/A	5/11/2015 O. Davis	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Tax Collector	__ N/A	4/2/2015 M. Szeniewski	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Board of Selectmen _____ Town Manager for the Board of Selectmen _____ Date _____			YES <input type="checkbox"/> NO <input type="checkbox"/>

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Harry's Seafood and Grill

Street Address: 15 Rail Road Ave York Beach ME 03910

Business Owner: Jane Eastman Business Manager: Diane Eastman

Mailing Address: 21 Yorke Ridgeway York ME 03909 Mailing Address: 188 York Woods Rd South Berwick ME 03908

Phone Number: 207 363 3755 Phone Number: (603) 860 5197

E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

### Lodging:

\_\_\_ Bed and Breakfast License (C/F)

\_\_\_ Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

\_\_\_ Bottle Club License (F/P)

Number of Seats: 28

### Entertainment:

\_\_\_ Special Amusement License (F/P)

\_\_\_ Dance Hall License (F/P)

\_\_\_ Bowling Alley License (F)

\_\_\_ Coin-Operated Amusement License (P)

\_\_\_ Bingo, Beano and Games of Chance

### Miscellaneous:

\_\_\_ Transient Seller's License

\_\_\_ Flea Market License

\_\_\_ Junkyard, Auto Graveyard/Recycling License

Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: <u>0023 - 0003</u>
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)		<u>30.-</u>	Received Date: <u>5/7/2015</u>
New License Fee (\$50)		<u>-</u>	Amount Received: \$ <u>90.-</u>
License Amendment (\$25)		<u>-</u>	Check # <u>2409</u> or Cash <input type="checkbox"/>
Other: _____		<u>-</u>	LICENSE #: _____ - _____
TOTAL DUE		\$ <u>90.-</u>	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>- N/A</u>	<u>5/7/2015 K. Newell</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Fire	<u>- N/A</u>		YES <input type="checkbox"/> NO <input type="checkbox"/>
Police	<u>- N/A</u>	<u>5/11/2015 O. Davis</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Tax Collector	<u>- N/A</u>	<u>5/8/2015 M. Szeniewski</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Board of Selectmen _____ <i>Town Manager for the Board of Selectmen</i> _____ <i>Date</i>			YES <input type="checkbox"/> NO <input type="checkbox"/>

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Simply Grown at Rocky Acres

Street Address: 73 Webster Rd.

Business Owner: Karen McElmurry Business Manager: Karen McElmurry

Mailing Address: 460 Mountain Rd. Mailing Address: \_\_\_\_\_  
Cape Neddick, ME 03902

Phone Number: 207-332-1962 Phone Number: \_\_\_\_\_

E-mail Address: Karen460@qui.net E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

### Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

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

### Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

### Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: <u>0035 - 0015</u>
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)		<u>-</u>	Received Date: <u>4/27/2015</u>
New License Fee (\$50)		<u>50.-</u>	Amount Received: \$ <u>110.-</u>
License Amendment (\$25)		<u>-</u>	Check # <u>2422</u> or Cash <input type="checkbox"/>
Other: _____		<u>-</u>	LICENSE #: _____ - _____
TOTAL DUE		\$ <u>110.-</u>	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>  </u> N/A	<u>5/8/2015 K. Newell</u>	YES <b>NO</b>
Fire	<u>  </u> N/A		YES NO
Police	<u>  </u> N/A		YES NO
Tax Collector	<u>  </u> N/A	<u>4/29/2015 M. Szeriawski</u>	YES <b>NO</b>
Board of Selectmen _____		_____	YES NO
Town Manager for the Board of Selectmen _____		Date _____	

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Seacoast Brothers Butcher Shop

Street Address: 459 US RT 1 York,

Business Owner: Alec Brown Business Manager: \_\_\_\_\_

Mailing Address: 920 Central Ave Mailing Address: \_\_\_\_\_  
Dover, N.H. 03800

Phone Number: 603-531-1032 Phone Number: \_\_\_\_\_

E-mail Address: brownalect63@gmail.com E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

### Lodging:

\_\_\_ Bed and Breakfast License (C/F)

\_\_\_ Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

\_\_\_ Liquor License (F/P)

\_\_\_ Bottle Club License (F/P)

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

### Entertainment:

\_\_\_ Special Amusement License (F/P)

\_\_\_ Dance Hall License (F/P)

\_\_\_ Bowling Alley License (F)

\_\_\_ Coin-Operated Amusement License (P)

\_\_\_ Bingo, Beano and Games of Chance

### Miscellaneous:

\_\_\_ Transient Seller's License

\_\_\_ Flea Market License

\_\_\_ Junkyard, Auto Graveyard/Recycling License

\_\_\_ Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

Business Owner: *John L. Bon* Have you ever been convicted of a Felony? YES  NO   
*Signature*

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

**FOR OFFICE USE ONLY**

FEES	Amount	Map - Lot: <u>0048 - 0022</u>
Application and First License (\$60)	<u>60.-</u>	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)	<u>-</u>	Received Date: <u>5/13/2015</u>
New License Fee (\$50)	<u>50.-</u>	Amount Received: \$ <u>110.-</u>
License Amendment (\$25)	<u>-</u>	Check # _____ or Cash <input checked="" type="checkbox"/>
Other: _____		LICENSE #: _____ - _____
TOTAL DUE	\$ <u>110.00</u>	
Department Approvals	Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>5/13/2015 L. Vigue</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Fire	<u>5/14/2015 P. Appar</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Police	<u>✓ N/A</u>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Tax Collector	<u>5/13/2015 M. Szeniawski</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Board of Selectmen	_____ Town Manager for the Board of Selectmen	YES <input type="checkbox"/> NO <input type="checkbox"/>
	_____ Date	

\$ 110

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: SLICE

Street Address: 9 OCEAN AVE

Business Owner: IOTB LLC Business Manager: JOSEPH LIPTON

Mailing Address: PO BOX 700 Mailing Address: PO BOX 700

YORK BEACH, ME 03910 YORK BEACH, ME 03910

Phone Number: 207-641-7039 Phone Number: 207-641-7039

E-mail Address: josepnlipston@gmail.com E-mail Address: josepnlipston@gmail.com

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

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

Please indicate which Licenses or Local Approvals you seek:

### Lodging:

- Bed and Breakfast License (C/F)
- Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

- Food Service License (C/F)
- Liquor License (F/P)
- Bottle Club License (F/P)

Number of Seats: 99

### Entertainment:

- Special Amusement License (F/P)
- Dance Hall License (F/P)
- Bowling Alley License (F)
- Coin-Operated Amusement License (P)
- Bingo, Beano and Games of Chance

### Miscellaneous:

- Transient Seller's License
- Flea Market License
- Junkyard, Auto Graveyard/Recycling License
- Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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



Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION <i>Applied</i>			
ID Number(s):			
Expiration Date(s):			
Classification(s):			

Please read the following and sign to complete your application:

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

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

Business Owner:

*[Signature]*  
Signature

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

Business Manager:

*[Signature]*  
Signature

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

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

**FOR OFFICE USE ONLY**

FEES	Amount	Map - Lot: <u>002A - 0010</u>
Application and First License (\$60)	<u>60.-</u>	Processed By: <u>mavery</u>
Subsequent Licenses (\$30 each)	<u>30.-</u>	Received Date: <u>5/11/2015</u>
New License Fee (\$50)	<u>50.-</u>	Amount Received: \$ <u>140.-</u>
License Amendment (\$25)	<u>-</u>	Check # <u>5421</u> or Cash <input type="checkbox"/>
Other: _____	<u>-</u>	LICENSE #: _____ - _____
<b>TOTAL DUE</b>	<b>\$ <u>140.-</u></b>	

Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>  </u> N/A		YES NO
Fire	<u>  </u> N/A		YES NO
Police	<u>  </u> N/A		YES NO
Tax Collector	<u>  </u> N/A		YES NO
<b>Board of Selectmen</b>	_____ <i>Town Manager for the Board of Selectmen</i>		YES NO
		_____	<i>Date</i>



THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: Wissly Bridge Distilleries, LLC.

Street Address: 19 Railroad Ave York, ME 03909

Business Owner: \_\_\_\_\_ Business Manager: DAVID WOODS

Mailing Address: SAME Mailing Address: SAME

Phone Number: 207-363-9322 Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-mail Address: DWOODS@WFI.BZ

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

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

*Please indicate which Licenses or Local Approvals you seek:*

**Lodging:**

- \_\_\_ Bed and Breakfast License (C/F)
- \_\_\_ Innkeeper License (C/F)
- Number of Rooms: \_\_\_\_\_

**Food and Beverage:**

- Food Service License (C/F)
- Liquor License (F/P)
- \_\_\_ Bottle Club License (F/P)
- Number of Seats: \_\_\_\_\_

**Entertainment:**

- \_\_\_ Special Amusement License (F/P)
- \_\_\_ Dance Hall License (F/P)
- \_\_\_ Bowling Alley License (F)
- \_\_\_ Coin-Operated Amusement License (P)
- \_\_\_ Bingo, Beano and Games of Chance

**Miscellaneous:**

- \_\_\_ Transient Seller's License
- \_\_\_ Flea Market License
- \_\_\_ Junkyard, Auto Graveyard/Recycling License
- \_\_\_ Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	1161591	11391	M10
Expiration Date(s):	N/A 12/15	3-31-16	7-15
Classification(s):	Tax Retainer	TOBACCO	DSP- Permit

Please read the following and sign to complete your application:

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

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: 0023 - 0001
Application and First License (\$60)		60.-	Processed By: mmareny
Subsequent Licenses (\$30 each)		30.-	Received Date: 4/13/2015
New License Fee (\$50)		-	Amount Received: \$ 90.-
License Amendment (\$25)		-	Check # 1109 or Cash <input type="checkbox"/>
Other: _____		-	LICENSE #: _____
TOTAL DUE		\$ 90.-	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	__ N/A	5/7/2015 K. Newell	YES <input checked="" type="radio"/> NO
Fire	__ N/A		YES <input type="radio"/> NO
Police	__ N/A	5/11/2015 O. Davis	YES <input checked="" type="radio"/> NO
Tax Collector	__ N/A	4/15/2015 MSzenialowski	YES <input checked="" type="radio"/> NO
Board of Selectmen _____ Town Manager for the Board of Selectmen _____ Date _____			YES <input type="radio"/> NO

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: ST ASPINQUID LODGE  
Street Address: 101 LONG SANDS RD.  
Business Owner: TRUSTEES Business Manager: WALTER KYLLONEN, CLERK  
Mailing Address: PO Box 408 Mailing Address: 8 GEORGIA ST  
YORK, ME 03909-0408 YORK, ME 03909-1301  
Phone Number: 207-363-4817 Phone Number: 207-363-5473  
E-mail Address: - E-mail Address: wkyllo@maine.rr.com

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

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

*Please indicate which Licenses or Local Approvals you seek:*

### Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms:

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats:

### Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

### Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other:

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	19640043ND		
Expiration Date(s):	DEC 31, 2015		
Classification(s):	NONPROFIT		

Please read the following and sign to complete your application:

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

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

Business Owner: Walter E. Kellome  
Signature

Have you ever been convicted of a Felony? YES  NO

Business Manager: Walter E. Kellome, Clerk  
Signature

Have you ever been convicted of a Felony? YES  NO

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

**FOR OFFICE USE ONLY**

FEES	Amount	Map - Lot: 0044 - 0048
Application and First License (\$60)	60.00	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)	30.00	Received Date: <u>4/27/2015</u>
New License Fee (\$50)	—	Amount Received: \$ <u>90.—</u>
License Amendment (\$25)	—	Check # <u>4105</u> or Cash <input type="checkbox"/>
Other: _____	—	LICENSE #: _____ - _____
<b>TOTAL DUE</b>	<b>\$ 90.00</b>	

Department Approvals	Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement <u>— N/A</u>	<u>5/8/2015 K. Newell</u>	YES <input type="radio"/> NO <input checked="" type="radio"/>
Fire <u>— N/A</u>	<u>4/29/2015 D. Appgar</u>	YES <input type="radio"/> NO <input checked="" type="radio"/>
Police <input checked="" type="checkbox"/> <u>N/A</u>		YES <input type="radio"/> NO <input type="radio"/>
Tax Collector <u>— N/A</u>	<u>4/27/2015 M. Szeniewski</u>	YES <input type="radio"/> NO <input checked="" type="radio"/>
<b>Board of Selectmen</b>	_____ Town Manager for the Board of Selectmen	YES <input type="radio"/> NO <input type="radio"/>
	_____ Date	

THE TOWN OF

# YORK, MAINE

186 York Street, York, Maine 03909

## BUSINESS LICENSE APPLICATION

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

Business Name: York's Wild Kingdom

Street Address: 23 Railroad Ave York ME 03909

Business Owner: Joseph Barberi Business Manager: Jean Gallagher

Mailing Address: York's Wild Kingdom Mailing Address: Same  
PO Box 1139 York Beach, ME 03910

Phone Number: 207 363 4911 x 103 Phone Number: \_\_\_\_\_

E-mail Address: YKingdom@AOL.com E-mail Address: \_\_\_\_\_

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

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

Please indicate which Licenses or Local Approvals you seek:

### Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

### Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

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

### Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

### Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: 0094 - 0082	
Application and First License (\$60)		60.-	Processed By: mmavery	
Subsequent Licenses (\$30 each)		-	Received Date: 5/6/2015	
New License Fee (\$50)		-	Amount Received: \$ 60.-	
License Amendment (\$25)		-	Check # 21596 or Cash <input type="checkbox"/>	
Other: _____		-		
TOTAL DUE		\$ 60.-	LICENSE #: _____ - _____	
Department Approvals		Date of Approval		Special Conditions (Attached if Necessary)
Code Enforcement	<input checked="" type="checkbox"/> N/A			YES NO
Fire	<input checked="" type="checkbox"/> N/A			YES NO
Police	<input type="checkbox"/> N/A	5/11/2015 O. Davis		YES <input checked="" type="checkbox"/> NO
Tax Collector	<input type="checkbox"/> N/A	5/7/2015 M. Szeniewski		YES <input checked="" type="checkbox"/> NO
Board of Selectmen			YES NO	
Town Manager for the Board of Selectmen		Date		



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Village Study Committee	

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** The Village Study Committee has requested two actions of the Board of Selectmen. First is to seek voter endorsement of the newly drafted Village Master Plan, and second is to ask the Planning Board to begin work to implement the zoning recommendations of that plan. These are no-cost actions.

At some point in the near future the Committee will make two additional requests of the Board. The first request will be a request to extend our contract with TDRC so they can undertake the second phase of work – the Schematic Design/Design Development Phase. The second request will be to ask the Committee to work on a scope of services for additional services – grant-writing and building design standards. The selection of TDRC was based, in part, on their stated ability to find outside sources of money to reduce the cost burden to the York taxpayers. It's going to take an upfront investment to bring their ideas to fruition. The building design standards are important because they will help ensure that new dimensional standards in the Zoning Ordinance result in good looking changes to the built landscape.

**RECOMMENDATION:** The Village Study Committee has requested, and I recommend, two actions:

- 1) Request the Planning Board propose the Village Master Plan be incorporated into the Comprehensive Plan this coming November.
- 2) Request the Planning Board initiate the process of creating a zoning district and standards for the York Village Center, consistent with the Village Master Plan.

**PROPOSED MOTION:** There are 2 motions:

- 1) I move to request the Planning Board proposed the Village Master Plan be incorporated into the Comprehensive Plan this coming November.
- 2) I move to request the Planning Board to initiate the process of creating a zoning district and standards for the York Village Center, consistent with the Village Master Plan.

PREPARED BY: 

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



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 14, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2018	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Precautionary Rainfall Advisory for York's Beaches	

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

Attached please find the "Site-Specific Precautionary Rainfall Advisory Framework for York, Maine Beaches" prepared by Steve Jones of UNH. Mr. Jones has identified five beach management areas based on analysis of bacterial pollution data and rainfall information. These management areas are essentially the same as those designated by the Maine Healthy Beaches Program with a minor adjustment on Long Sands Beach.

If adopted the Town would monitor rainfall amounts within a specific time period (1.5" in 48 hours or 1" in 24 hours), once that threshold is reached the Town would automatically post advisories at the beaches. As I understand it the only difference in posting to each specific beach management area is the duration of the advisory (1 day or 2 days).

The report also recommends posting for other public health-related precautionary conditions to include; extreme rainfall/runoff events, identifiable sewage discharge and extreme accumulations of seaweed. In all cases water samples would be collected and analyzed to determine when bacterial levels drop below the State standard allowing the advisory to be lifted.

**RECOMMENDATION:** I recommend the Selectmen adopt the "Site Specific Precautionary Rainfall Advisory Framework for York, Maine Beaches" as submitted by Steve Jones of UNH and implement it for the 2015 beach season.

**PROPOSED MOTION:** I move to adopt the "Site Specific Precautionary Rainfall Advisory Framework for York, Maine Beaches" as Selectmen's policy and to implement the program for the 2015 beach season.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY:

*Michael Sullivan*

REVIEWED BY:

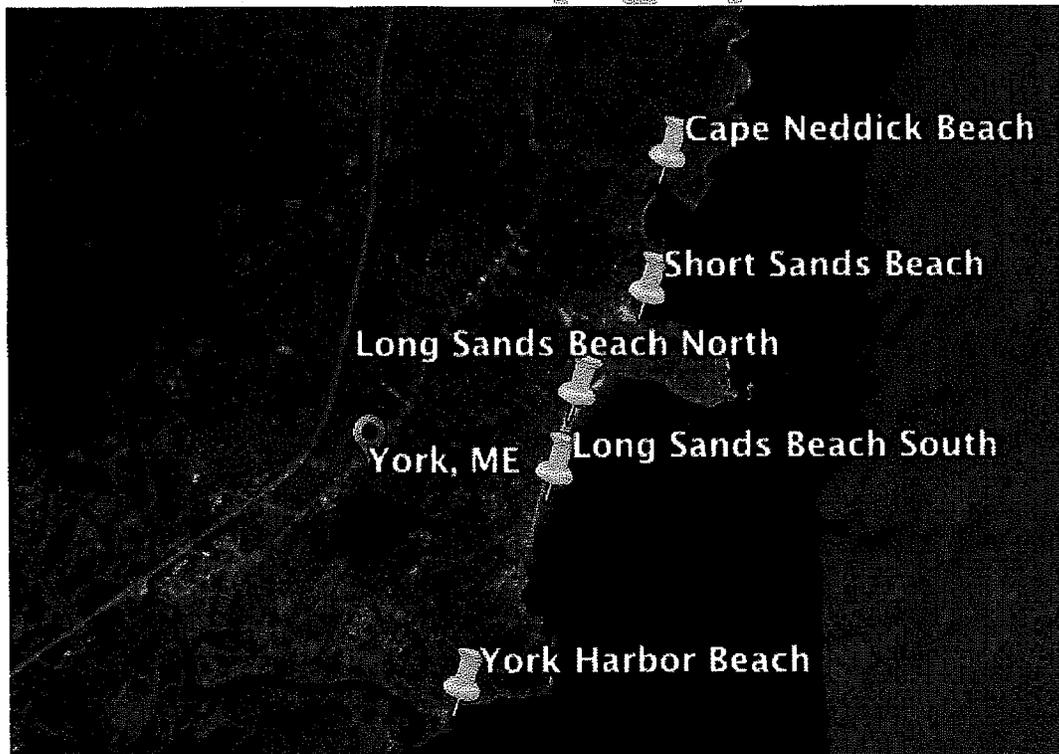
*Steph*

# Site-Specific Precautionary Rainfall Advisory Framework for York, Maine Beaches *April, 2015*

We have defined 5 Beach Management Areas for York, Maine coastal beaches, based on analysis of bacterial pollution data and rainfall information. These 5 areas allow for differential management to reflect findings related to public health risks from the UNH 2014 *"Water Quality & Statistics-Based Precautionary Advisory Tool for York, Maine Beaches"* report. These are the same areas designated by the Maine Healthy Beaches Program, with a slight difference for Long Sands Beach (see below).

The Beach Management Areas are the four separate beaches of York Harbor, Long Sands, Short Sands and Cape Neddick beaches, although Long Sands Beach is separated into Long Sands North and Long Sands South to enable separate and appropriate management strategies for the two ends of that beach (Figure 1).

Figure 1. Beach Management Areas for beaches in York, Maine.



The boundaries for the Cape Neddick, Short Sands, York Harbor and Long Sands beach management areas should be based on how the Town already manages these areas. We suggest that the boundary between Long Sands Beach North and Long Sands Beach South management areas should be across from where Juniper Road intersects Long Beach Avenue (Figure 2), just north of the Site #13 line.

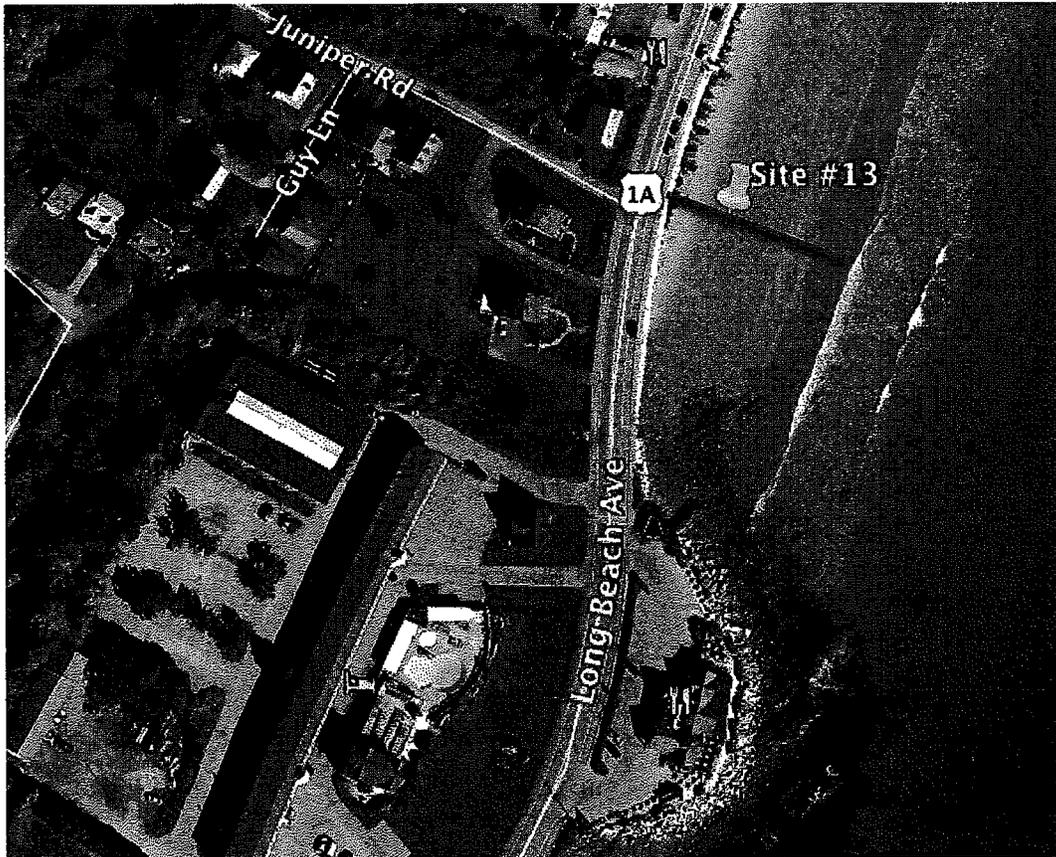


Figure 2. Locations for the boundary line between the Long Sands Beach North and the Long Sands Beach South management areas and sampling Site #13.

We suggest any advisory signs be posted just north of this boundary line to enable postings that reflect differential public health risks for the two management areas. The Maine Healthy Beaches Program includes Site #13 in the Long Sands Beach North management area, however the data collected in 2014 supports moving it into the Long Sands Beach South management area.

**Rainfall-based criteria for posting an advisory**  
(3 other different advisory conditions are on the next page)

<b>Beach Management Area</b>	<b>Precedent Rainfall Amount (in/48 h)</b>	<b>Duration of Advisory (days)</b>
<b>Short Sands Beach</b>	<b>1.5</b>	<b>2</b>
<b>Long Sands Beach-North</b>	<b>1.5</b>	<b>2</b>
<b>Long Sands Beach-South</b>	<b>1.5</b>	<b>1</b>
<b>York Harbor Beach</b>	<b>1.5</b>	<b>1</b>
<b>Cape Neddick Beach</b>	<b>1.5</b> <b>or 1 inch in 24 h</b>	<b>2</b>

***NOTE:** Even though the rainfall trigger in the table is based on amount of rainfall in 48 h, an advisory should be posted when the amount of rainfall (1.5 in) has been exceeded anytime prior to 48 hours elapsing.*

**HOW CAN I AVOID GETTING SICK AT THE BEACH?**

Do not swim when an advisory has been posted or after heavy rains.  
Do not swim with diarrhea or an open wound.  
Avoid swallowing water or swimming near stormwater pipes.

**WHO IS MOST SUSCEPTIBLE TO GETTING SICK AT THE BEACH?**

Children, the elderly and people with compromised immune systems.

**HOW CAN BEACH WATER POLLUTION BE PREVENTED?**

Change diapers away from the water and properly dispose of the dirty ones.  
Scoop up and dispose of pet waste, and do not feed birds and animals.

**There are several other public health-related precautionary conditions:**

- 1.) ***Extreme rainfall/runoff events:*** There is a high likelihood of more widespread beach pollution following extreme rainfall events because of the possibilities of sewage pipe breakage or leaking, flooding of pollution sources, and greater loading of pollutants associated with runoff. For York, Maine, there were no extreme rainfall events during 2014, aside from the big storm (<3in/24 h) that occurred on August 13<sup>th</sup>, which did cause greater amounts of pollution at most sampling sites (determined the next morning).

*→Under rainfall conditions exceeding 3 inches within 24 h, increased water quality monitoring should occur to document when conditions return to safe (enterococci levels drop below State standard) levels.*

- 2.) ***Identifiable sewage discharge:*** Occasionally sewage infrastructure can fail and sewage can be discharged to the environment, with the potential for polluting beach water. This includes when sewage pipes break, septic systems fail, and when a sewage treatment facility fails to adequately treat/disinfect the sewage and inadequately treated wastewater is discharged to beaches. For York, the latter example would be most important for Cape Neddick Beach.

*→When there is an identifiable sewage discharge that is adversely impacting beach water quality, advisories should be posted for all affected areas until the problem is fixed, and thereafter until conditions return to safe (enterococci levels drop below State standard) levels.*

- 3.) ***Extreme accumulations of seaweed:*** Unfortunately, there is consistent evidence that when seaweeds accumulate on York's beaches to the point where there are large, tightly packed 'islands' of debris, enterococci bacterial levels can become very high. The public health significance of this is unknown, but because the State beach bacterial standard is typically exceeded under these conditions, the public should be notified.

*→When extreme accumulations of seaweed occur, advisories should be posted for affected areas. Also, because this is an unpredictable set of circumstances, water samples should be collected and analyzed to determine when bacterial levels drop below the State standard, and so allow the advisory to be lifted.*



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Bathhouse Building Committee Question	

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** At the Board's meeting of May 11th Jim Bartlett, Chair of the Bathhouse Building Committee, forwarded to the Board of Selectmen a question as to whether or not they should proceed before all relevant property ownership issues are resolved. A copy of the letter is attached. A copy of the survey from this portion of York Beach is attached for reference. The area in question is land between the existing bathhouse lot and the proposed new 50' ROW location for Route 1A.

The Board of Selectmen has discussed the property issues in executive session, but at this time the details of that discussion are not suitable for public release. I have been in communication with a representative of the owner of that property this week, and I hope to have clear direction about the matter within a few weeks.

If the Board directs the Committee to stop work until the property matter is resolved then we increase the odds that construction won't be completed before the Summer of 2016.

If the Board directs the Committee to continue work based on the assumption that the property matter will be successfully resolved, the current schedule remains intact, but there is a risk that the property issue isn't resolved and any further money spent on design would have been wasted.

RECOMMENDATION: I recommend the Board direct the Bathhouse Building Committee to proceed with their work.

PROPOSED MOTION: I move to direct the Bathhouse Building Committee to proceed with their work.

PREPARED BY:

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

REVIEWED BY:

\_\_\_\_\_

5 Deer Run  
York, Maine 03909

**Hand delivered**

May 6, 2015

Mary Andrews, Chairman  
York Board of Selectmen  
York Town Hall  
York, Maine 03909

**Re: Bathhouse Building Committee**

Dear Mary:

I am writing on behalf of the Bathhouse Building Committee and at their request.

We have reviewed the survey recently completed by Easterly Surveying. As the Board of Selectmen knows, this survey pointed out an issue with title to the road in front of the current bathhouse. As a result, I believe the Board of Selectmen held an executive session to discuss this issue.

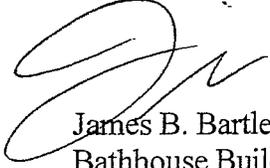
The Bathhouse Building Committee was not part of that session nor do we have information about any outcome or any plans of the Board of Selectmen to address this issue. As a result, members of the Bathhouse Building Committee unanimously have expressed concern about moving forward in our work and spending money on the Design Consultant's work until and unless this issue is resolved.

Accordingly, pursuant to the Charter of our Committee, the Bathhouse Building Committee has asked that I write to the Board of Selectmen seeking guidance. The Committee asks the Board to either authorize or not authorize further activity by the Bathhouse Building Committee and further spending on this project pending the outcome of this issue. I am sure the Board of Selectmen can appreciate the Bathhouse Building Committee's concern and reasons for this request.

I am also asking for a spot on your agenda at the earliest available time so I may update the Board of the status of this project.

We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to be 'JB Bartlett', written in a cursive style.

James B. Bartlett, Chair  
Bathhouse Building Committee.

cc. Tim Ward, Vice Chair

Joe Lipton

Jim Smith

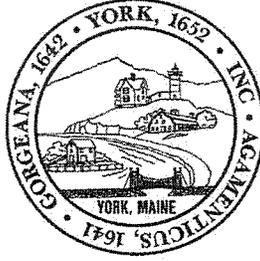
Nelson Giordano

Stu Dawson

Michael Sullivan

Dean Lessard





## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015

ACTION

DATE ACTION REQUESTED: May 18, 2015

DISCUSSION ONLY

SUBJECT: Verizon request to phase the Police Station/Connector Road application

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** The Board of Selectmen agreed to a contract with Verizon to construct a communications tower next to the new York Beach site at no cost to the Town. The Town's communications infrastructure would get the top spot on the tower, and the Town would own the tower. Verizon would get the next space down, at no rent for a number of years. Below that there would be room for up to 3 more co-locators to rent space. The advantage of this arrangement is that it provided a no-cost tower to the new police station (cost avoidance of \$100-\$200K), and if/when other co-locators rented space on the tower it would be generating a revenue stream for the Town – to the tune of \$75-\$100K annually. Verizon, in return, would get a good tower location on a Town tower where it could not locate its own private tower.

A couple years ago I walked the site with one of the attorney's that represent Verizon's interests. I explained then why the project had been stopped. They were anxious to get moving then, and they are still anxious now.

Within the past month or two representatives inquired about a building permit to construct the new tower. The approved site plan for the Police Station/Connector Road project requires a preconstruction meeting, recorded plans, and a few other matters before any permits can be issued – a permit for the new police station or for the new tower. We are no longer pursuing a building permit for the station on that site, so we haven't moved on this. They can't obtain the permit they need.

To move forward they would need to phase the Planning Board site plan approval (tower now, police station later), and they would need to arrange for above-ground temporary utilities to the tower base. To submit that application I would require the Board of Selectmen to authorize the application because it is a significant matter. This is the question before you.

The landscape changed when the Board announced its intentions to pursue the American Legion property for the new Police Station. Without a station at that site, the virtues of a free tower are almost entirely monetary. There may be some public benefit to a Town-owned tower at that location, but I have not yet received a report to this effect. One potentially important benefit to improved wireless coverage in York Beach, and especially along Long Sands, would be the ability to utilize parking pay stations rather than individual parking meters. This is dependent upon good wireless coverage.

The attorney representing Verizon offered 4 different scenarios where Verizon can work to establish good communications coverage at York Beach. That e-mail is attached. We could continue to pursue the plan to locate their new tower at the York Beach site, we could allow Verizon to replace the tower at the existing Police Station on Main Street in York Beach, we could find another site (such as a flagpole at the ball field), or Verizon will go its own way.

**RECOMMENDATION:** I recommend the Board take no action with regard to phasing the application.

**PROPOSED MOTION:** No action recommended with regard to phasing the application. If the Board is interested in one of the other options then it would be appropriate to direct the Town Manager to return with a specific proposal for the desired option.

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

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

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

## Stephen H. Burns

---

**From:** Chip Fredette <chip@vssinc.net>  
**Sent:** Monday, May 4, 2015 9:11 AM  
**To:** Stephen H. Burns  
**Cc:** Manougian, Victor; Verizon Wireless - York Beach, ME PCS (Location Code: 158847) (15460.88018.McLaneDocs@ws.mclane.com); Douglas P. Bracy; Robert J. Scamman; Jon Tassinari; Stephen Russell; Hildreth, Tom  
**Subject:** RE: Verizon Wireless @ York Beach, ME

Hi Steve and good morning,

As we look forward to these next 2 key meetings, would you confirm our position on the BOS's agenda for May 18<sup>th</sup>? I assume first pitch will be thrown at 7pm?

Thanks in advance.

-Chip

---

**From:** Chip Fredette  
**Sent:** Thursday, April 30, 2015 8:06 AM  
**To:** 'Stephen H. Burns'; Douglas P. Bracy  
**Cc:** Manougian, Victor; Verizon Wireless - York Beach, ME PCS (Location Code: 158847) (15460.88018.McLaneDocs@ws.mclane.com); 'rscamman@yorkpolice.org'; Jon Tassinari; Stephen Russell; Hildreth, Tom  
**Subject:** RE: Verizon Wireless @ York Beach, ME

Hello Steve,

As promised during Tuesday's meeting, the following is a high level financial benefit summary of the tower site to the Town of York.

VZW will design and construct the Tower Site to suit VZW, the Town's equipment plus the forecasted loading of 3 additional tenants. The Town will own the tower and be responsible for future maintenance of the tower and managing tenancy.

VZW agreed to give the Town a 10' x 12' shelter with an approximate value show below. VZW will set that shelter upon a concrete foundation that it will pour.

Although VZW will afford a rent abatement for the costs it will incur constructing the site, that abatement will likely mature *around* year 12 (This is a difficult variable to estimate not knowing the full scope of work and value to which we would abate rent). After which rent payments from VZW to the Town will commence.

Preliminary Tower Site construction estimate:	\$200,000 - \$250,000
10' x 12' Shelter for Town:	\$20,000
VZW rent beginning approximately 2027:	\$20,000/ year increases 15% every term. Terms 5 years.
Tenant #2 years	\$25,000 - \$30,000/ year to start (3% annual escalator) x 25
Tenant #3 years	\$25,000 - \$30,000/ year to start (3% annual escalator) x 25
Tenant #4 years	\$25,000 - \$30,000/ year to start (3% annual escalator) x 25

Please let me know if I've missed anything you would deem useful to the Selectmen.

Best Regards,

-Chip

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**From:** Stephen H. Burns [<mailto:sburns@yorkmaine.org>]  
**Sent:** Thursday, April 23, 2015 9:33 AM  
**To:** Hildreth, Tom; Douglas P. Bracy  
**Cc:** Chip Fredette; Manougian, Victor; Verizon Wireless - York Beach, ME PCS (Location Code: 158847) ([15460.88018.McLaneDocs@ws.mclane.com](mailto:15460.88018.McLaneDocs@ws.mclane.com))  
**Subject:** RE: Verizon Wireless @ York Beach, ME

Hi Tom,

I've booked our conference room in Town Hall for Monday, April 27<sup>th</sup> at 1 PM. So it looks like Doug and I will sort through the options with Chip and Victor. I can explain briefly the matter with option #1. The CEO can't issue a building permit because there hasn't been a pre-construction meeting for the entire project yet. We haven't done that because we can't afford to build the building as currently designed. At this point the project hasn't been split into phases, so the tower can't start without the entire project starting. There could be an application to the Planning Board to split the project into phases, and to allow for temporary power lines to the tower. There are some timing issues associated with that, but we can evaluate that on Monday.

Enjoy your time off!

Take care,

Steve

Stephen H. Burns, Town Manager  
York Town Hall  
186 York Street  
York, Maine 03909  
(207) 363-1000

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**From:** Hildreth, Tom [<mailto:TOM.HILDRETH@MCLANE.com>]  
**Sent:** Wednesday, April 22, 2015 3:13 PM  
**To:** Douglas P. Bracy; Stephen H. Burns  
**Cc:** [chip@vssinc.net](mailto:chip@vssinc.net); Manougian, Victor; Verizon Wireless - York Beach, ME PCS (Location Code: 158847) ([15460.88018.McLaneDocs@ws.mclane.com](mailto:15460.88018.McLaneDocs@ws.mclane.com))  
**Subject:** Verizon Wireless @ York Beach, ME

Hi Steve and Doug –

I hope that all is well with you both.

I am writing to try and clarify what Verizon's options are to expand its service in York this summer. Following are four options ranked from most to least desirable. Your input is essential to help us make the most appropriate choice for all concerned.

1. **Option 1** – VzW proceeds with tower at location of proposed future police station, on the strength of our existing contract and the existing planning board site plan approval. Verizon would bear the expenses associated with getting temporary power to the tower site until such time as the Town installs the utilities as part of the larger police station project. We heard some noise in the system recently that the CEO would not issue a BP to VzW for this purpose at this time. Can you shed any light on that position? Have we misinterpreted and should be simply move ahead with BP application?

2. **Option 2** - If there are valid legal reasons why the Town will not issue a permit for Option #1, then we would like to explore the possibility of collocating new VzW equipment at the existing police station/senior center. This would likely require that we replace the tower presently in service at that location to support additional load.
3. **Option 3** – If the first two alternatives are not immediately viable, we would be open to evaluating other municipal properties that would fulfill Verizon’s coverage objectives. These could be buildings on which antennas could be attached, or land where we could build a new tower.
4. **Option 4** – Verizon and Town part ways and we find a private property alternative in the York Beach area.

Under any alternative but Option #1, the Town would bear the cost of building a new tower at the new police station when that project finally proceeds. Based on our experience with similar projects, that will add a few hundred thousand dollars to the project budget.

I recognize that the problems plaguing the police station project are not of your making. But I hope that you also understand that Verizon finds itself as an innocent bystander frustrated in its efforts to serve its customers. As our landlord and land-use regulator, I need someone from the town of York to engage with us long enough to sort through these options and help us choose the best path forward.

I am leaving Saturday for a week in Ireland to visit with my college age daughter who is completing a semester abroad there. Chip Fredette and Victor Manougian are available all next week to meet to discuss the situation in greater detail. Please reply all to schedule a time when the relevant stakeholders can sit down as soon as possible to figure out a way forward.

Thank you.

*Tom*

Thomas W. Hildreth



900 Elm Street  
P.O. Box 326  
Manchester, NH 03105-0326  
Direct Dial: (603) 628-1177  
Mobile: (603) 566-4154  
Fax: (603) 625-5650  
[thomas.hildreth@mcclane.com](mailto:thomas.hildreth@mcclane.com)  
[www.mclane.com](http://www.mclane.com)

With offices in Concord, Manchester and Portsmouth, New Hampshire and Woburn, Massachusetts

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Moved by Mr. Nowell, seconded by Mr. Little to close the Public Hearing at 8:12 pm, without objection so moved. .

**I. Endorsements- Business Licenses**

1. Phillip Sterns Jr. DBA Shore Road Restaurant & Market (Victualers)
2. Edward & Deborah Flanagan DBA Rossi's Italian Bakery (Victualers)
3. Robert Witham DBA Bob's Beach Rental Inc.

Moved by Mr. Little, seconded by Ms. Gregg to approve the following license application; Phillip Sterns Jr. DBA Shore Road Restaurant & Market (Victualers) subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

Moved by Mr. Little, seconded by Mr. Fiorentino to approve the following license application; Edward & Deborah Flanagan DBA Rossi's Italian Bakery (Victualers) subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Ms. Gregg moved to amend the motion to approve the license for Rossi's Italian Bakery to include the language the Victualers License Rossi's Bakery is issued subject to the understanding that the Atlantic House/Gull Street violation cited in 2008 will be successfully resolved on or before May 31, 2013. Further, the license hereby granted shall be suspended on June 1, 2013, without further action by the Board of Selectmen if this violation has not been fully resolved within this timeframe to the satisfaction of the Code Enforcement Officer, seconded by Mr. Little. Vote 4-1, Mr. Nowell opposed, motion passes.

Moved by Mr. Little, seconded by Mr. Fiorentino to approve the following license application; Robert Witham DBA Bob's Beach Rental Inc. 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. Police Communications Tower at New Police Station**

There will be two things to consider in regards to a new cell tower in York says Chief of Police Doug Bracy; is this partnership in the best interest of the Town and will it

serve the needs of the Town's public safety communications requirements and will it serve the needs of the citizens of York to enhance the cellular wireless service in the areas of Cape Neddick, York Beach, and York Harbor, especially along the Coast?

Bracy states; the proposal brought before the board includes a long term lease agreement with Portland Cellular Partnership d/b/a Verizon Wireless to build a 140 foot galvanized lattice tower on the site of the proposed new police department site near the York's Wild Kingdom. The Town will locate it's communications at the top of the structure and Verizon Wireless will locate their equipment at the 100 foot mark of the tower. This contract will turn the ownership of the tower over to the Town of York once the tower becomes operational. Verizon Wireless will then pay the Town of York on a monthly basis for the rights to maintain equipment on this tower and will donate a 10'x20' equipment hut to the Town to be used for its communications equipment and generator on the tower sight. Verizon Wireless will be reimbursed for their initial capital investment into the construction of the new tower through the monthly lease fees they will pay the Town. Terms of the agreement involve a yearly rental fee starting at \$14,400 per year with a 3% escalator for each year thereafter. The projections indicate that the company's initial capital investment for construction will be repaid over about a ten year period at which pint the Town will begin to realize a positive revenue source form the rental of the space on the tower. The agreement and design of the tower have been crafted and engineered to potentially provide the Town with additional revenue from the site.

The projected price tag of Verizon Wireless' initial investment to construct the tower is estimated to be in the vicinity of \$150,000 to bring it to an operation mode. This price does not include the cost of the equipment and cabling necessary to complete the Town's communication needs on this tower.

Chief of Police, Douglas Bracy recommends that Board of Selectmen agree to enter into the partnership with Verizon and to engage them in a long term lease to build the Town of York a 140 foot lattice communication tower.

The Town of York is exempt from the wireless communications facilities ordinance and the tower would not comply as a private developer.

Moved by Mr. Nowell, seconded by Mr. Little to approve the lease agreement with Portland Cellular Partnership d/b/a Verizon Wireless to build a 140'cellular tower to be owned by the Town of York and located on the site of our new police facility. Vote 3-2, Ms. Gregg and Mr. Fiorentino opposed, motion passes.

## **2. Move Ordinance Amendments to Special General Referendum**

SITE NAME: York Beach, ME  
SITE NUMBER: 158847  
ATTY/DATE: McLane/Fall 2012

## LAND LEASE AGREEMENT

This Agreement, effective as of the later of the dates on which it is signed below (the "Effective Date"), is made by and between **The Inhabitants of the Town of York, Maine**, a body corporate and politic, located at York, in the County of York, and State of Maine, whose mailing address is 186 York Street, York, Maine, 03909, hereinafter designated LESSOR and **Portland Cellular Partnership d/b/a Verizon Wireless**, a Delaware general partnership with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party". The Parties make this Agreement with reference to the following facts, which are incorporated herein and made a part hereof by reference:

A. LESSOR is in the process of constructing a new police and public safety complex on a certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 1051 US Route 1, York, York County, Maine. The Property is more particularly described in the deed attached to this Agreement as Exhibit A. LESSOR requires a telecommunications tower at the Property in order to conduct police and other public safety operations and business.

B. LESSEE is a wireless telecommunications carrier that desires to expand and strengthen its coverage and service in the vicinity of the Property.

C. LESSOR and LESSEE have agreed that it would further their respective interests if LESSOR were to permit LESSEE to (i) arrange and initially pay for the construction and installation of a 140' lattice style communications tower (the "Tower") to be owned by LESSOR, (ii) lease space on and adjacent to the Tower for LESSEE's own wireless communications facility, and (iii) be reimbursed for the costs of the Tower through a rent abatement mechanism, all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties, intending to be legally bound hereby, agree as follows:

### Construction Phase

The Parties intend for this Agreement to cover both the short term period of LESSEE's construction of the Tower as well as the long term period during which LESSEE will lease a portion of the Tower, and related rights required for LESSEE's wireless communications facility. For ease of reference and the convenience of the Parties, the Agreement is divided into two parts: the Construction Phase and the Operational Phase. The Construction Phase shall begin as soon as practicable after the Effective Date of this Agreement and the Operational Phase will begin on the Commencement Date (as defined in Section 3.a. of the Operational Phase portion of this Agreement). During the Construction Phase, the Parties undertake as follows:

a. Design and Engineering. LESSEE shall commission and arrange for the design, engineering, construction, and installation of the Tower, by its approved vendors. The Tower shall be designed and engineered to support, at a minimum, industry-standard (as of the Effective Date) equipment of up to four (4) commercial wireless carriers similar to LESSEE, plus the known, and reasonably foreseeable (as of the time Effective Date) equipment requirements of LESSOR, based on TIA/EIA-222-G, ANSI's seventh revision for Steel Antenna Towers and Antenna Supporting Structures.

b. Location. The Tower shall be erected on that area of the Property described or depicted on Exhibit B attached to this Agreement.

c. Approvals. LESSEE shall assist LESSOR with applicable federal antenna structure registration requirements. LESSOR represents and warrants that no state or municipal permits or approvals are required for the Tower, or, alternatively, that LESSOR has or shall promptly procure any and all such permits or approvals as may be required in connection with the Tower. Notwithstanding the forgoing, the Parties agree that they shall cooperate reasonably together to apply for and obtain building permits for the project. Moreover, they agree that there shall be two separate applications and building permits for: (i) the Tower and surrounding compound, including landline telephone, power, and fiber utilities to, and the security fence surrounding, the Tower compound; (ii) LESSEE's ground based equipment shelter and LESSEE's antennas on the Tower.

d. Selection and Use of Third Party Contractors. LESSEE's construction manager shall coordinate activities related to the design, engineering, installation, and construction of the Tower. Where commercially appropriate (as determined by LESSEE), or required by law (as advised by LESSOR), LESSEE, shall utilize a competitive bidding process to select contractors, agents, vendors, or other third parties to complete the project. Since LESSOR is the owner of the Property and will be the owner of the Tower, LESSEE will, to the greatest extent practicable, arrange for all third-party work product – including engineering drawings, plans, specifications, warranties, and the like – to run directly in favor of LESSOR.

e. Diligence Required; Timeframe. The Construction Phase shall be considered completed upon the Commencement Date of the Lease Term (defined below in the Operational Phase section of this Agreement.) During the Construction Phase, LESSEE shall diligently undertake and pursue the tasks assigned to it with regard to the design, engineering, construction, and installation of the Tower so that the Tower is completed and ready for installation of communications equipment and related appurtenances as expeditiously as possible. The Parties understand and acknowledge LESSOR's goal that its new public safety complex, including the Tower, be ready for use and occupancy by February 1, 2013, or such other date as the Parties may mutually determine. The Parties also understand and acknowledge that the LESSEE may have the Tower and related compound ready for use before that time and in that case, the Operational Phase of this Agreement may begin and the Commencement Date may occur before LESSOR occupies the Property.

f. Cooperation. The Parties will use their best efforts to prevent the simultaneous construction activities occurring on the Property from interfering with each other, and shall to

cooperate together, and shall cause the contractors and subcontractors which each engages, to cooperate together, to the greatest extent possible. The Parties shall also work together to procure commercially reasonable amounts and kinds of insurance, from each other and from contractors and others working on the project, for their mutual benefit and protection.

g. Ownership. At all times and for all purposes the Tower, and all related materials - including, but not limited to, surveys, plans, engineering specifications, drawings, warranties, and the like - shall be the property of LESSOR and not of LESSEE. LESSEE shall prepare and deliver to LESSOR any and all documents of transfer, title, or the like, as may be required or convenient to document and evidence the forgoing. Accordingly, any lessee of the Tower or the Property shall be a tenant of LESSOR and any rent or payments from such lessees shall be fully payable to LESSOR, rather than LESSEE.

h. Financing for Tower. LESSEE shall, in the first instance, pay for all costs and expenses associated with the design, engineering, permitting, construction, and installation of the Tower, including the compound surrounding the Tower (including the installation of a 10' by 20' Dupont fiberglass equipment shelter having a value of \$20,000.00 to be used and owned by LESSOR), related site work, foundation design and installation, utilities to the compound, the security fence surrounding the compound and all ancillary and related work. The total of all such costs and expenses shall be detailed in a final accounting to be prepared by LESSEE and presented to LESSOR, and referred to in this Agreement as the "Project Costs". For the avoidance of doubt, Project Costs shall not include any costs or expenses incurred by LESSEE in connection with the design, engineering, permitting, construction, and installation of the antennas, equipment shelter, and related components that LESSEE shall be permitted to install, maintain, and operate pursuant to Section 1 of the Operational Phase of this Agreement. Within thirty (30) days after written request from LESSOR, LESSEE shall provide a current accounting of Project Costs, in a commercially reasonable form; provided, however, that no accounting of Project Costs shall be final and binding, and the Project Costs shall remain subject to change, until agreed to in writing in accordance with Section i. below at the conclusion of the Construction Phase. LESSOR agrees that LESSEE shall be reimbursed for the Project Costs, over time, through a full abatement of rental payments due under the Operational Phase of this Agreement beginning with the first rental payment that would be due and continuing until the total abated monthly rental payments, or any portion thereof, equal the Project Costs. LESSOR shall have the option, at anytime, of paying to LESSEE the full balance of the Project Costs remaining to be recouped. If LESSEE terminates this Agreement before full reimbursement of the Project Costs, it shall forfeit its right to recover the balance of the Project Costs remaining unreimbursed as of that time.

i. Tower Budget. As soon after the Effective Date as practicable, LESSEE shall prepare and deliver to LESSOR a budget detailing the estimated Project Costs (the "Budget"). The Parties acknowledge that the actual final Project Costs may differ from the Budget, but agree that LESSEE may not make or effect material changes to the Budget or the Project Costs stated therein without prior written notice to, and written consent of LESSOR, which consent shall not be unreasonably withheld and LESSOR shall be deemed to consent to any proposed change to the Budget or Project Costs if LESSOR fails to respond to LESSEE's notice thereof within ten (10) days. Further, the Parties agree that some items set forth in the Budget shall be determined

by use of a competitive bidding process, as described above, and that once a winning bidder is selected the Budget shall be modified to insert the amount of the winning bid, and that such insertion shall not be considered a material change to the Budget of the kind that would require notice to LESSOR. LESSEE shall provide periodic summary accountings to LESSOR of actual Project Costs as reasonably requested from LESSOR from time-to-time, and a detailed final accounting at the conclusion of the Construction Phase. Provided that LESSEE complies with all of its obligations under this Section, the final accounting of Project Costs, shall be final and binding upon written acknowledgement of both Parties, notwithstanding anything to the contrary in the Budget or any modification or amendment thereto.

j. Transition to Operational Phase. As soon as practicable after completion of the Tower, and the compound surrounding the Tower, including the availability of utilities within the compound<sup>1</sup>, LESSEE shall submit is application for a building permit for its shelter and antennas. The date of the issuance of the building permit to LESSEE for its shelter and antennas shall trigger the Commencement Date of the Lease (by the mechanism described in Section 3 below), and the Commencement Date shall mark both the end of the Construction Phase and the beginning of the Operational Phase, at which time the following provisions shall apply:

### **Operational Phase**

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space at approximately the 100' centerline (the "Tower Space") on the LESSOR's Tower, located at, 1051 US Route 1, Town of York, York County, State of Maine, said Tower being located on a portion of land shown on the Tax Maps of the Town of York as Map 94, Lot 77, and said land being further described en toto in the deed recorded in the York County Registry of Deeds at Book 15871, Page 326, and also at Book 15881, Page 388, copies of which are attached hereto as Exhibit A (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land within the Property (the "Land Space") sufficient for the installation of LESSEE's equipment building, but which Land Space shall be limited so as to allow for the installation of at least three other similar structures on the Property necessary for other lessees; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, Ridge Road, to the Land Space; and together with any further non-exclusive rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "B", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises" and the Tower, the Land Space, and any other equipment buildings of other lessee's enclosed within the security fencing shown on Exhibit B is collectively referred to hereinafter as the "Compound".

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<sup>1</sup> As shown on Exhibit B, the final plan calls for the utilities serving the Tower compound to be taken from a demarcation point in or immediately adjacent to the LESSOR's to-be-constructed public safety building, and from there to the Tower compound. The Parties agree that, if some or all of the utilities are not ready to be taken from that point of demarcation when Tower and compound are ready for connection to the utilities, then the Parties shall work together to arrange for temporary sources of utilities to the Tower compound until the final planned sources is available.

In the event any utility provider is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas, and appurtenances described in Exhibit "C" attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "D" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Fourteen Thousand Four Hundred Dollars (\$14,400.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The lease term shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, for LESSEE's equipment shelter and antennas. In the event the date on which LESSEE is granted a building permit falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, then the lease term shall commence on the 1<sup>st</sup> of that month, and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the lease term shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date").

b. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

c. Within a reasonable time after written request of the LESSEE, LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a commercially

reasonably form. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE. Notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein, provided, however, that LESSEE shall continue to make all rental payments so long as LESSOR shows it is diligently working to produce said Rental Documents.

d. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

e. Notwithstanding the forgoing, the Parties acknowledge and agree that LESSEE's obligation to pay rent shall be abated until such time as the amount of rent abated equals the final total Project Costs, defined above. Under no circumstances may LESSEE abate any taxes due and owing to LESSOR under this Agreement.

4. EXTENSIONS. This Agreement shall automatically be extended consecutively for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. During the initial term and all subsequent extensions under Paragraph 4 above, or Paragraph 6 below, the annual rental will increase on each yearly anniversary of the Commencement Date in an amount equal to three percent (3.0%) of the previous year's annual rental.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of five (5) years and for consecutive five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of

the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments, and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas, and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its utilities, equipment, antennas and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached hereto, with no increase in rent, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall to the greatest extent reasonable cooperate with LESSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or

structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,500,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence; or \$3,000,000 combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided the Commencement Date has passed, and provided LESSEE is not in default hereunder beyond applicable notice and cure periods, then LESSEE shall have the right to

terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. Notwithstanding anything else to the contrary herein, nothing in this Agreement shall be construed to prevent access to the Property, Tower, or any non-exclusive rights of way by authorized engineers, employees, properly authorized contractors of other lessees occupying space on the Tower, or the Property, or persons under their direct supervision.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers. If the LESSOR fails to make such repairs, including maintenance, the LESSEE may make the repairs after providing thirty (30) days written notice to LESSOR, except that if LESSOR's failure to make such repairs is causing material interference with the operation of LESSEE's communications equipment LESSEE may commence the repairs as soon as is necessary after giving written notice to LESSOR, and, in any event, the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within sixty (60) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that may be done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, and at the cost and expense of solely LESSEE, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair, or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR, and agrees not to replace, repair, add, or otherwise modify its utilities, equipment, antennas and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, so as to cause harmful interference which is measurable in accordance with then existing industry standards to LESSOR or other then existing lessees of the Property. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, unless said interference issue is preventing proper functioning of LESSOR's emergency communications systems. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall at LESSEE's sole expense, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures, and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate plus a monthly penalty amount equal to ten percent (10%) of the monthly rent then in effect, until such time as the removal of the building, antenna(s), fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the

Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination plus a monthly penalty amount equal to ten percent (10%) of the monthly rent then in effect. If such holdover occurs at the end of any calendar year as set forth above, then monthly rent shall be at a rate which is three percent (3%) higher than the prior month's rent. In such instances, the ten percent penalty amount shall be calculated based on the higher monthly rent.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Premises, the Tower, the Compound, the Right of Way, or the Further Rights of Way, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or any portion of the Tower, the Compound, the Right of Way, or the Further Rights of Way, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, then LESSEE automatically waives any rights set forth in this Section 18 and LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Tower, the Compound, the Right of Way, or the Further Rights of Way to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or any of the Tower, the Compound, the Right of Way, or the Further Rights of Way, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the Effective Date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State of Maine. The courts of said State shall have sole and exclusive jurisdiction over any matter arising under or related to this Agreement.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of York  
36 Main Street  
York, Maine, 03909

LESSEE: Portland Cellular Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain a commercially reasonable subordination non-disturbance and attornment agreement for LESSEE's benefit containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record in the York County Registry of Deeds, provided that any such Memorandum is commercially reasonable and acceptable to both Parties. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, but excluding the payment of rent which shall be due as set forth above without demand or notice, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be reasonably required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises or access the Tower Space, the Compound, the Right of Way, or the Further Rights of Way; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so) and after ten (10) days written notice, perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-

defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within sixty (60) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date,

with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Tower, the Premises or the Compound, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises

(other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed below on the dates indicated, to be effective as set forth in the opening paragraph of this Agreement.

**LESSOR:**

THE INHABITANTS OF  
THE TOWN OF YORK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**LESSEE:**

PORTLAND CELLULAR PARTNERSHIP  
d/b/a VERIZON WIRELESS

By: \_\_\_\_\_  
Name: David R. Heverling  
Title: Area Vice President Network  
Dated: \_\_\_\_\_

The following Exhibits are attached hereto and incorporated by reference:

- "A" LESSOR's Deeds to Property
- "B" Sketch of Premises within Property and location of the Tower
- "C" Permitted LESSEE Equipment
- "D" Survey (LESSEE's option)

Exhibit "A"

(LESSOR's Deeds to Property)

Exhibit "B"

(Sketch of Premises within Property and location of the Tower)

Exhibit "C"

(Permitted LESSEE Equipment)

**Verizon Wireless Yearly Payments – Estimated – 073012**

<b>Year</b>	<b>3% Increase</b>	<b>Amount</b>	<b>Total to date</b>
<b>1</b>		<b>14,400.00</b>	<b>14,400.00</b>
<b>2</b>	<b>432.00</b>	<b>14,832.00</b>	<b>28,832.00</b>
<b>3</b>	<b>444.96</b>	<b>15,276.96</b>	<b>44,108.96</b>
<b>4</b>	<b>458.30</b>	<b>15,735.26</b>	<b>59,844.22</b>
<b>5</b>	<b>472.05</b>	<b>16,207.32</b>	<b>76,051.54</b>
<b>6</b>	<b>486.21</b>	<b>16,693.52</b>	<b>92,745.06</b>
<b>7</b>	<b>500.80</b>	<b>17,194.32</b>	<b>109,939.38</b>
<b>8</b>	<b>515.82</b>	<b>17,710.14</b>	<b>127,649.52</b>
<b>9</b>	<b>531.30</b>	<b>18,241.44</b>	<b>145,890.96</b>
<b>10</b>	<b>547.24</b>	<b>18,788.68</b>	<b>164,679.64</b>
<b>11</b>	<b>563.66</b>	<b>19,352.34</b>	<b>184,031.98</b>
<b>12</b>	<b>580.57</b>	<b>19,932.91</b>	<b>203,964.89</b>
<b>13</b>	<b>597.98</b>	<b>20,530.89</b>	<b>224,495.78</b>
<b>14</b>	<b>615.92</b>	<b>21,146.81</b>	<b>245,642.59</b>
<b>15</b>	<b>634.40</b>	<b>21,781.21</b>	<b>267,423.80</b>
<b>16</b>	<b>653.43</b>	<b>22,434.64</b>	<b>289,858.44</b>
<b>17</b>	<b>673.03</b>	<b>23,107.67</b>	<b>312,966.11</b>
<b>18</b>	<b>693.23</b>	<b>23,800.90</b>	<b>336,767.01</b>
<b>19</b>	<b>714.02</b>	<b>24,514.92</b>	<b>361,281.93</b>
<b>20</b>	<b>735.44</b>	<b>25,250.36</b>	<b>386,532.29</b>
<b>21</b>	<b>757.51</b>	<b>26,007.87</b>	<b>412,540.16</b>
<b>22</b>	<b>780.23</b>	<b>26,788.10</b>	<b>439,328.26</b>
<b>23</b>	<b>803.64</b>	<b>27,591.74</b>	<b>466,920.00</b>
<b>24</b>	<b>827.75</b>	<b>28,419.49</b>	<b>523,758.98</b>
<b>25</b>	<b>852.58</b>	<b>29,272.07</b>	<b>553,031.05</b>





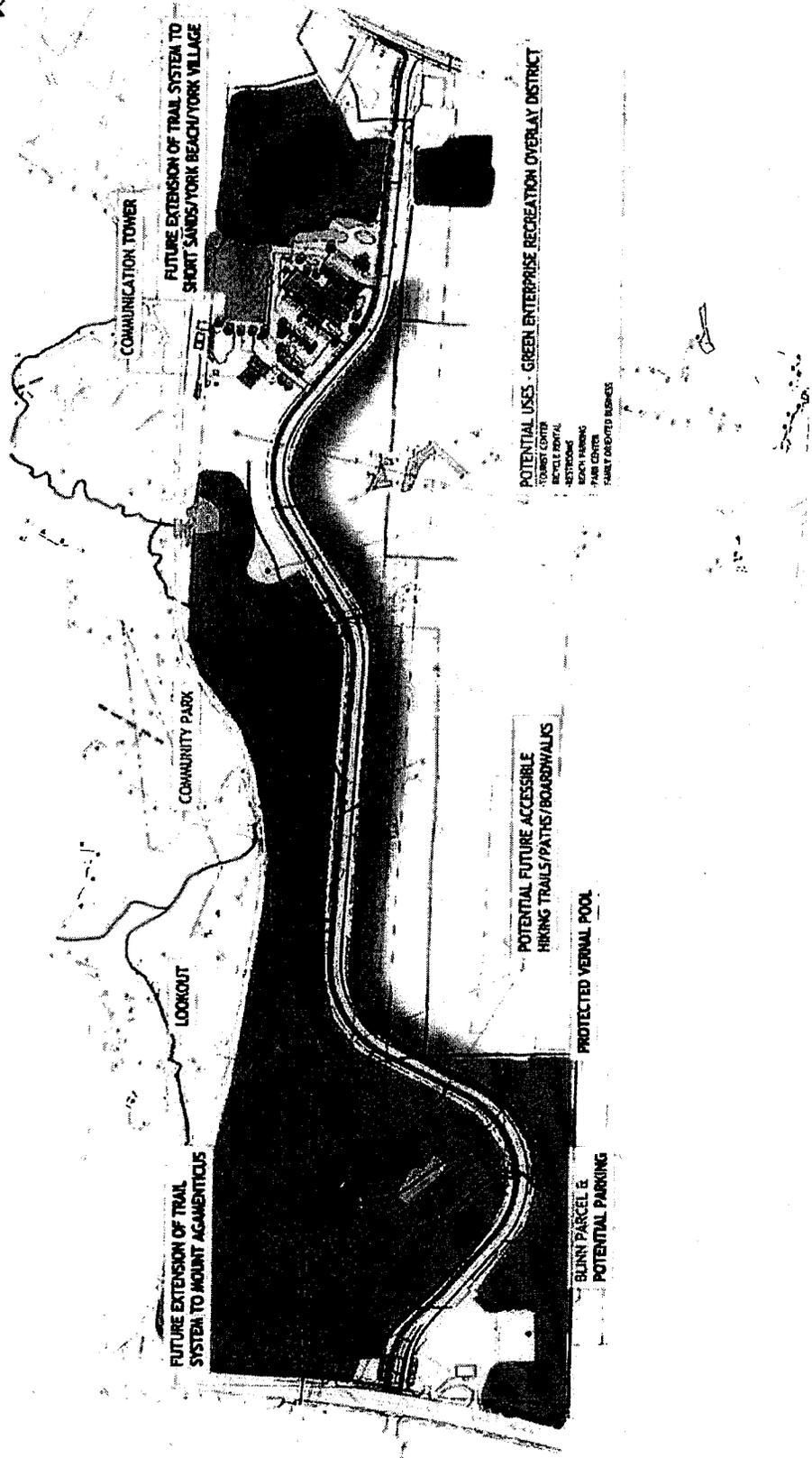












York Police Station Drive - York, Maine

Site Vision Plan

October 2012





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

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August 20, 2012

Chief Douglas P. Bracy  
York Police Department

Dear Chief:

I have reviewed the drawings for the proposed 140' Verizon tower. I believe that the height of this structure will meet your minimum coverage requirements. Based on your need for the most effective Public Safety Communications, I am recommending that your primary transmit antennas be located at the top-most location. Mounting at this location will allow your antenna systems to extend above the structure giving them the necessary 360 degree view they require for good propagation and maximum performance. Additionally, the 140 foot level will provide the minimum height necessary for future microwave migration.

If you have any questions or concerns, please do not hesitate to contact me.

Regards,

A handwritten signature in cursive script that reads "William R. Bartlett".

William R. Bartlett C.E.T.

Vice President

2-Way Communications Service, Inc.

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Antenna Height : 140 feet (Max height at site is 140.0 ft)

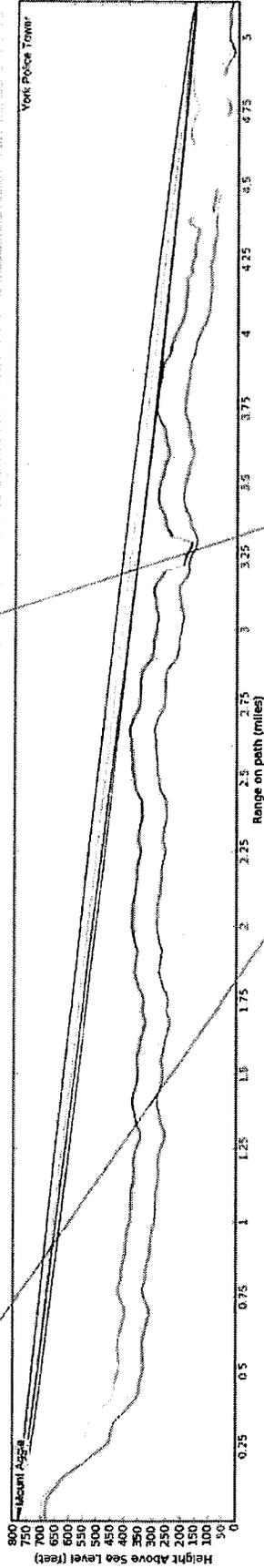
Cable Loss : 0.6 dB  Calculate LMR 400 ▼

Link: Mount Aggie to York Police Tower

Link Description

Equipment: Hitec 48 GHz / Proximor 27.5 GHz / Hitec 48 GHz / Hitec 48 GHz / Hitec 48 GHz / Hitec 48 GHz

Profile: 5.0 miles, Line of Sight



Configuration at Each End

Mount Aggie

Radio Waves: J1 High Performance Dual-Polar Beamforming (HPDF) 4.7 (20 dB)

Antenna Height: 100 feet (Max height at site is 120.0 ft)

Cable Loss: 0.5 dB  Calculate LMR 400 6.0 feet

Maximum ERP: 44.3 dBm  User Set

Maximum Power: 24.0 dBm  User Set

Interference

Performance Summary (11/14)

Performance to Mount Aggie

Predicted Receive Power: -60 dBm ± 5 dB

Mean IP Predicted: 24.69 Mbps

Mean IP Required: 5.0 Mbps

% of Required IP: 474 %

Min IP Required: 5.0 Mbps

Min IP Availability Required: 99.9900 %

Min IP Availability Predicted: 100.0000 %

Link Summary

Aggregate IP Throughput: 47.30 Mbps

Lowest Node Availability: 100.0000 %

System Cable Loss: 38.00 dB

Free Space Path Loss: 124.68 dB

Cable Absorption Loss: 0.07 dB

Exciter Path Loss: 0.00 dB

Total Path Loss: 124.75 dB

Performance to York Police Tower

Predicted Receive Power: -60 dBm ± 5 dB

Mean IP Predicted: 24.69 Mbps

Mean IP Required: 5.0 Mbps

% of Required IP: 474 %

Min IP Required: 5.0 Mbps

Min IP Availability Required: 99.9900 %

Min IP Availability Predicted: 100.0000 %

Min IP Availability Required : 99.9900 %

Min IP Availability Predicted : 100.0000 %



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015

ACTION

DATE ACTION REQUESTED: May 18, 2015

DISCUSSION ONLY

SUBJECT: Initiate Bidding Process for FY16 Heating Fuels

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town annually solicits local bids in a bidding process for the following fiscal years heating fuels for Town buildings; which now include Oil, Propane and Wood Pellets.

RECOMMENDATION:

PROPOSED MOTION: I move to direct the Town Manager to go forward the solicitation of bids for the FY16 Heating Fuels for Town buildings.

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

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

Melissa M. Avery, Assistant to the Town Manager



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 13, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: May 18, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Referenda Schedules	

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** Consistent with the Board's new policy, Timing of Referendum-Related Requests, adopted earlier this week, the Board is now to adopt the schedules (timelines) for each of the next 3 regularly scheduled General or Special General Referenda. Copies of each are attached.

Please note that I am providing the short versions. There is a long version that has far more detail that we use internally as a checklist to ensure we don't miss any steps along the way, and to ensure that the sequence of steps actually works in sequence.

**RECOMMENDATION:** I recommend the Board adopt the timelines for the referenda in November 2015, May 2016 and November 2016.

**PROPOSED MOTION:** I move to adopt the timelines for the referenda in November 2015, May 2016 and November 2016.

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

# Timeline for November 2015 General Referendum

May 13, 2015

**Last Possible Workshop for Ordinance and Comp Plan Amendments - Planning Board**

April 23, 2015 7:00 PM

**6 Months Prior to Referendum**

May 3, 2015

**Public Hearing - 1st ORDINANCES - Planning Board**

May 28, 2015 7:00 PM

**Joint Meeting - Board of Selectmen & Planning Board**

June 8, 2015

**Last Meeting Date to Discuss Ordinance Amendments Before Posting - Board of Selectmen**

June 22, 2015

**Public Hearing - 1st COMP PLAN - Planning Board**

June 25, 2015 7:00 PM

**Public Hearing - 2nd ORDINANCES - Planning Board**

June 25, 2015 7:00 PM

**Public Hearing - 2nd COMP PLAN - Planning Board**

July 23, 2015 7:00 PM

**Public Hearing - 3rd ORDINANCES - Board of Selectmen**

July 27, 2015 7:00 PM

**Public Hearing - 4th ORDINANCES - Board of Selectmen**

August 24, 2015 7:00 PM

## WARRANT & REFERENDUM

**Planning Board Preference Votes**

August 27, 2015

**Selectmen's Public Hearing on Warrant and Preference Votes**

September 14, 2015

**Submittal Deadline**

September 18, 2015

Deadline: 45 days in advance of Referendum

**Special General Referendum**

November 3, 2015

# Timeline for May 2016 Special General Referendum

April 3, 2015

## ORDINANCE AMENDMENTS

**6 Months Prior to Referendum**  
November 21, 2015

**Joint Meeting - Board of Selectmen & Planning Board**  
December 21, 2015 (Tentative)

**Selectmen Decide What Goes to Public Hearing**  
January 25, 2016

**Planning Board's Only Public Hearing**  
January 28, 2016 7:00 PM

**Selectmen's First Public Hearing**  
February 22, 2016 7:00 PM decide if additional public hearing needed

**Joint Meeting - Board of Selectmen & Planning Board**  
March 24, 2016

**Selectmen's Second Public Hearing**  
March 28, 2016 7:00 PM

## WARRANT & REFERENDUM

### Preference Votes

February 25, 2016  
March 28, 2016

Planning Board  
Board of Selectmen

**Selectmen's Public Hearing on Warrant**  
March 28, 2016

Final decisions by Selectmen about what goes to vote

**Submittal Deadline**  
April 6, 2016

**Deadline: 45 days in advance of Referendum**

**Special General Referendum**  
May 21, 2016

**Post-Referendum Follow-up**  
before the end of May

**Update codes following directions in the Code Improvement Plan**

# Timeline for November 2016 General Referendum

April 7, 2015

## ORDINANCE AMENDMENTS

**Planning Board's Last Possible Workshop for Ordinance and/or Comp Plan Amendments**

**April 28, 2016** 7:00 PM

**6 Months Prior to Referendum**

**May 8, 2016**

**Public Hearing - 1st ORDINANCES - Planning Board**

**May 26, 2016** 7:00 PM

**Joint Meeting - Board of Selectmen & Planning Board**

**June 13, 2016**

**Public Hearing - 2nd ORDINANCES - Planning Board**

**June 23, 2016** 7:00 PM

**Selectmen Decide What Goes to Public Hearing**

**June 27, 2016**

**Public Hearing - 3rd ORDINANCES - Board of Selectmen**

**July 25, 2016** 7:00 PM decide if additional public hearing needed

**Public Hearing - 4th ORDINANCES - Board of Selectmen**

**August 22, 2016** 7:00 PM

## WARRANT & REFERENDUM

**Planning Board Preference Votes**

**July 28, 2016**

**Selectmen's Public Hearing on Warrant and Preference Votes**

**September 12, 2016**

**Submittal Deadline**

**September 23, 2016**

**Deadline: 45 days in advance of Referendum**

**Special General Referendum**

**November 8, 2016**



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015

ACTION

DATE ACTION REQUESTED: May 18, 2015

DISCUSSION ONLY

SUBJECT: Contract General Assistance Administration to York Community Service Association

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Contract General Assistance administration to York Community Service Association
2. Retain internal administration of General Assistance program administration.

RECOMMENDATION: Contract General Assistance administration to York Community Service Association.

PROPOSED MOTION: We move to contract General Assistance administration to York Community Service Association, as set forth in the Agreement, from June 1, 2015 through June 30, 2016 for a fee in the amount of \$750.00 per month.

FISCAL IMPACT: \$750.00/month, \$9,000/annually (FY16)

DEPARTMENT LINE ITEM ACCOUNT: General Assistance Salaries and Benefits

BALANCE IN LINE ITEM IF APPROVED: \$330 (FY16)

PREPARED BY: Liam Gallagher, HR Director

REVIEWED BY: 



# Town of York

186 York Street  
York, Maine 03909-1314

Liam Gallagher, PHR  
*Director of Human Resources*

P: (207) 363-1000 ext. 232  
F: (207) 363-1019  
lgallagher@yorkmaine.org

To: Board of Selectmen  
From: Liam Gallagher, Director of Human Resources  
Subj: General Assistance Administration  
Date: May 15, 2015

Katie McWilliams, York's General Assistance Director, resigned her position effective May 22, 2015. Ms. McWilliams has been in the part-time role since August of 2012, working between 4 and 10 hours per week on average.

As a result of this vacancy, administration would seemingly have two options; retain internal administration of General Assistance or outsource the function by contracting or regionalizing administration. Retaining internal administration would be achieved by assigning the responsibility to an existing regular employee with availability and interest or advertise the opportunity with the goal of an external hire. The position itself presents two contradictory realities; there are very few existing employees that could absorb up to 10 hours per week of additional work while we anticipate finding an external candidate with interest in working as few as four hours per week, being on call for emergencies, and completing the required training to be exceptionally difficult and unrealistic.

The second option, outsourcing administration through regionalization or contracting, was initially evaluated by contacting neighboring municipalities to determine interest in regionalizing the function through a shared position. The responses received to date do not indicate an interest in a shared function due to a lack of availability and interest from the respective municipal administration.

The remaining option, contracting administration, has subsequently been discussed with Michelle Surdoval, Executive Director of York Community Service Association. Ms. Surdoval and her Family Services Manager, Kate Ford, expressed a great deal of interest and enthusiasm at the proposal given their existing work with many of the same clients. By administering General Assistance on behalf of the Town, prospective clients will have a single point of contact for many of the community specific financial resources available to those in need. The proposed contract includes a monthly administration fee within the personnel perimeters of the proposed FY16 budget. Based on this, it is recommended that the Board of Selectmen approve the proposed agreement and contract General Assistance administration to York Community Services Association beginning June 1, 2015 for a monthly fee of \$750.00.

Agreement for Town of York  
General Assistance Program  
Administrative Services



This Agreement made this 18<sup>th</sup> day of May, 2015 by and between the Town of York, a municipal corporation existing under the laws of the State of Maine (hereinafter Town), and York Community Service Association, a 501(c)(3) organization incorporated in the Town of York, (hereinafter YCSA), whose business address is 45 Woodbridge Road, York, Maine 03909.

1. Scope of Services: The Town hereby hires and engages YCSA to provide services related to the Town's General Assistance Program as described in Schedule A, attached to this Agreement and made a part hereof.
2. Compensation: YCSA shall be paid the sum of \$750.00 per month for the services provided under this Agreement, promptly upon presentation of an invoice.
3. Term: The term of this agreement shall be from June 1, 2015 to June 30, 2016.
4. Conditions Precedent: As a condition to the full and faithful performance by YCSA of the services described in Schedule A, the Town shall perform the following services:
  - The Town shall provide program information and assistance in a prompt and responsive manner, recognizing that time may be of the essence in connection with deadlines imposed under the General Assistance program.
  - The Town shall assist with meeting organization.
  - The Town shall assume responsibility for funds, disbursements and receipts.
  - The Town shall pay for the cost of publishing all public notices.
5. Termination: Either party may terminate this Agreement upon sixty (60) days' notice in writing to the other party.
6. YCSA staff shall be available to meet with the Town staff to report on the progress of the work hereunder as reasonably required by the Town.
7. Assignment: No party to this Agreement shall assign, delegate, subcontract, or otherwise transfer its rights to obligations hereunder without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld and in all instances only upon a determination that the assignment, delegation, transfer or subcontract is permissible pursuant to Section 9 of this Agreement and Title 22 M. R. S. A. § 4302.
8. Disclaimer of Relationship: Neither this Agreement nor any act of either the Town or YCSA shall be deemed or construed by any party to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership or of joint venture or of any other association or relationship except as hereinafter provided, it being recognized that YCSA is an independent contractor of the Town.



## **Schedule A**

### PROGRAM OBJECTIVE:

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

### ESSENTIAL FUNCTIONS:

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



## REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: May 15, 2015	<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> DISCUSSION ONLY
DATE ACTION REQUESTED: May 18, 2015	
SUBJECT: Initiate Bidding Process for FY16 Heating Fuels	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town annually solicits a bidding process for the following fiscal years heat fuels for Town buildings; which now include Oil, Propane and Wood Pellets.

RECOMMENDATION:

PROPOSED MOTION: I move to direct the Town Manager to executive the solicitation of bids for the FY16 Heating Fuels for Town buildings.

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

Melissa M. Avery, Assistant to the Town Manager