



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 6:45/7:00PM MONDAY, JUNE 27, 2016 YORK LIBRARY

6:45PM: Executive Session: Pursuant to M.R.S. § 405.6.F (Poverty Abatement)

Call to Order

Opening Ceremonies

A. Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

1. Bid Award: LED Building Lights Upgrade
2. Bid Award: Heating Oil and Propane
3. Bid Award: Pass-Through Evidence Lockers for the Police Station
4. Bid Award: Town Facility Waste Contract

E. Reports

1. Theresa Galvin, York County Soil & Water Conservation District
2. Wayne Martin, Police Station Building Committee
3. Jim Bartlett, Bathhouse Building Committee

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

G. Public Hearings

1. Traffic Safety Ordinance Amendments
2. Ellis Short Sands Park Ordinances Amendments

H. Endorsements

Business Licenses:

- Canaan Letourneau DBA: Maine Lobster Outlet, LLC (Food Service); located at 360 US Route One
- Sean Mitchell DBA: Bagel Basket (Food Service); located at 280 York Street
- Two Pars, Inc. DBA: The Union Bluff Meeting House (Food Service, Liquor, Innkeeper, Special Amusement); located at 4 Beach Street
- Mike and Jim Manos DBA: York Beach Dairy Bar (Food Service); located at 97 Long Beach Avenue
- Dan Poulin DBA: Fat Tomato Grill (Food Service, Liquor); located at 241 York Street
- Peter Wagner DBA: Camp Eaton, Inc. (Food Service); located at 750 York Street

I. Old Business

1. Discussion and Possible Action: Adopt Changes to Traffic Safety Ordinance
2. Discussion and Possible Action: Adopt Changes to Ellis Short Sands Park Ordinances
3. Discussion and Possible Action: Ordinance Proposals to Bring Forward at the November General Referendum

J. New Business

1. Discussion: Parking Kiosk Selection Process
2. Discussion and Possible Action: Communications Facility Memorandum of Understanding with The Cliff House
3. Discussion and Possible Action: Union Contracts
 - a. New England Police Benevolent Association Local #640 for the York Communication Unit
 - b. York Fire Fighters Association Local 3622 AFL-CIO-CLC
4. Discussion and Possible Action: Non-Union Employee COLA
5. Discussion and Possible Action: Authorization to Apply to Maine DEP for a 319 Grant for Cape Neddick River Watershed Restoration Project, Phase I
6. Discussion and Possible Action: Excise Tax Exemption for Members of the Armed Forces
7. Discussion and Possible Action: Possible Minor Amendments to the Town of York Home Rule Charter
8. Discussion and Possible Action: Board and Committee Re-Appointments
9. Discussion and Possible Action: Use of Contingency and/or Supplementary Contingency Funds
10. Discussion and Possible Action: Driving Budget Goals
11. Discussion and Possible Action: Committee Functions
12. Discussion and Possible Action: Appoint Selectmen's Representative to the Cliff Walk Committee

13. Discussion and Possible Action: Poverty Abatement Request

K. Future Agendas

L. Other Business

M. Citizens' Forum

Adjourn

**BOARD OF SELECTMEN'S
MEETING MINUTES
6:00/6:30/7:00PM MONDAY, JUNE 13, 2016
YORK LIBRARY**

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

Present: Chairman Robert E. Palmer, Jr., Vice-Chairman Jonathan O. Speers, Todd A. Frederick, Dawn Sevigny-Watson, Michael L. Estes, Town Manager Stephen H. Burns and Director of Human Resources Liam Gallagher.

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

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

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

Present: Chairman Robert E. Palmer, Jr., Vice-Chairman Jonathan O. Speers, Todd A. Frederick, Dawn Sevigny-Watson, Michael L. Estes, Town Manager Stephen H. Burns, Director of Planning Dylan Smith and members of the Cliff Walk Committee.

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

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

7:00PM: Regular Meeting

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

Call to Order

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

Opening Ceremonies

A. Minutes

1. May 23, 2016 Meeting Minutes

Moved by Mr. Estes, seconded by Ms. Sevigny-Watson to approve the May 23, 2016 Meeting Minutes, as amended. Vote 5-0, motion passes.

B. Chairman's Report

No Chairman's Report.

C. Manager's Report

Town Manager Stephen H. Burns announced that the building permit for the Community Auditorium at the high school as been issued. Also announced was that there has been a new library director selected, she is from New Hampshire. Mr. Burns also stated that the transaction with the Norton family for the property in front of the bathhouse has been completed. He also reminded citizens that the State Primary Election is tomorrow at the High School from 8:00AM to 8:00PM.

D. Awards

1. Trash and Recycling Contract Extension with Waste Management

The Town of York currently contracts with Waste management Services for the weekly collection and disposal of Municipal solid Waste, Bulky waste and biweekly collection of recycle materials. The current eight-year contract expires on June 30, 2016.

Moved by Mr. Estes, seconded by Ms. Sevigny-Watson to sign the one year agreement extension between the Town of York and Waste Management of New Hampshire Inc. for weekly curbside collection, transportation and disposal of Municipal Solid Waste, including bulky waste and recyclable materials. Vote 5-0, motion passes.

2. Purchase of Automated Fingerprint and Photo ID System

Moved by Mr. Frederick, seconded by Ms. Sevigny-Watson to authorize the York Police Department to purchase a MorphoTrak Live Scan Cabinet for the price of \$28,721. This price includes the purchase of equipment and the maintenance agreement for the first year. Vote 5-0, motion passes.

E. Reports

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

Public Comment: Torbert Macdonald
Eric Hopkins

G. **Public Hearings**

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

Moved by Mr. Frederick, seconded by Mr. Estes to open the public hearing. Without objection, so ordered.

Public Comment: None

Moved by Mr. Estes, seconded by Ms. Sevigny-Watson to close the public hearing. Without objection, so ordered.

H. **Endorsements**

Business Licenses:

- Kiersten Mayes DBA: The Central Restaurant and Bar (Food Service, Liquor); located at 127 Long Sands Road
- Stephen Dunne DBA: Dunne's Ice Cream (Food Service); located at 214 Nubble Road
- Joseph Barberi DBA: York's Wild Kingdom (Coin-Operated Amusement); located at 23 Railroad Avenue
- Joseph Golzbein DBA: Kingdom Concessions (Coin-Operated Amusement); located at 23 Railroad Avenue
- Nancy St. Pierre DBA: M and N Concession Service, LLC (Food Service); located at 23 Railroad Avenue
- Carle L. Brown DBA: Ruby's Wood Grill (Food Service, Liquor, Special Amusement, Coin-Operated Amusement); located at 433 US Route One
- RBDD Cliff House Acquisitions, LLC DBA: The Cliff House Resort and Spa (Food Service, Liquor, Special Amusement, Innkeeper); located at 591 Shore Road
- John Lamarre DBA: Roast-N-Crumb (Food Service); located at 519 US Route One

Moved by Ms. Sevigny-Watson, seconded by Mr. Speers to approve the following licenses: Kiersten Mayes DBA: The Central Restaurant and Bar (Food Service, Liquor); located at 127 Long Sands Road, Stephen Dunne DBA: Dunne's Ice Cream (Food Service); located at 214 Nubble Road, Joseph Barberi DBA: York's Wild Kingdom (Coin-Operated Amusement); located at 23 Railroad Avenue, Joseph Golzbein DBA: Kingdom Concessions (Coin-Operated Amusement); located at 23 Railroad Avenue, Nancy St. Pierre DBA: M and N Concession Service, LLC (Food Service); located at 23 Railroad Avenue, Carle L. Brown DBA: Ruby's Wood Grill (Food Service, Liquor, Special Amusement, Coin-Operated Amusement); located at 433 US Route One, RBDD Cliff House Acquisitions, LLC DBA: The Cliff House Resort and Spa (Food Service, Liquor, Special Amusement, Innkeeper); located at 591 Shore Road, John Lamarre DBA: Roast-N-Crumb (Food Service); located at 519 US Route One, subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

I. Old Business

J. New Business

1. Discussion: Energy Steering Committee – Review of Proposed Energy Chapter for the Comprehensive Plan

The Selectmen had discussion with Town Planner Dylan Smith and Rozanna Patane of the Energy Steering Committee regarding the proposed Energy Chapter for the Comprehensive Plan and it was decided that it should be amended to have a smaller number of goals that are more precise and improve the focus of the chapter.

2. Discussion and Possible Action: Contract Extension with YCSA for Administration of the General Assistance Program and the Property Tax Relief Ordinance

Moved by Mr. Frederick, seconded by Mr. Sevigny-Watson to approve the agreement with York Community Service Association dated June 13, 2016, for the administration of the Town's General Assistance Program and Property Tax Relief Ordinance, as set forth in the attached agreement, for the period of July 1, 2016 through June 30, 2017. Vote 5-0, motion passes.

3. Discussion: Community Gardens at the Town Farm

York Community Service Association requested a garden plot at the York Community Garden with the goal of growing food to supplement their food pantry. The Town Manager had Parks and Recreation move an existing compost pile at the site to open a garden plot for York Community Service Association to use.

4. Discussion and Possible Action: Contribution from Animal Welfare Account to the Center for Wildlife

Moved by Mr. Speers seconded by Ms. Sevigny-Watson to authorize the animal control department to provide \$2,000 immediately toward the Center for Wildlife's Land Acquisition Project from the Municipal Animal Welfare Account and to authorize the department to increase the service fee provided to the Center for Wildlife in 2017 from its current level of \$2,000 to \$4,000 annually out of the Municipal Animal Welfare Account. Vote 5-0, motion passes.

5. Discussion and Possible Action: Fairpoint Communications Utility Easement for 36 Main Street

Moved by Mr. Speers seconded by Ms. Sevigny-Watson to grant the utility easement to Fairpoint Communications on the property located at 36 Main Street to provide service in the existing utility easement corridor to serve the proposed new Town Communications tower, and to direct the Town Manger to execute the necessary documents. Vote 5-0, motion passes.

6. Property Redemption Request: 11 Harbor View Lane

Moved by Mr. Speers seconded by Ms. Sevigny-Watson to approve the property redemption of Tax Map 0070-0018-A, located at 11 Harbor View Lane, as requested, subject to the condition that all taxes, interest and administrative costs are pain in full by no later than August 12, 2016 with cash or certified bank check.

7. Discussion and Possible Action: Special Event Permits

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

Moved by Ms. Sevigny-Watson, seconded by Mr. Frederick to approve the following Special Event Permit applications subject to all, if any, conditions given by Department Heads: York Region Chamber of Commerce's *Harvestfest* on October 15, 2016, York Region Chamber of Commerce's *Salefest* on October 8-10, 2016, York Beach Fire Department's *York Days Fireworks* on July 31, 2016,

Agamenticus Ski Club's Third Annual Beach 5K on October 8, 2016, York Beach Fire Department's Annual Parade and Muster on July 3, 2016, York Harbor Reading Room's McKeon Wedding Fireworks on July 16, 2016, Zumba with Marianela on July 10, 2016, Maximus RC Raceway's Summer Demo Series on June 18, July 16 and August 13, 2016. Vote 5-0, motion passes.

K. Future Agendas

Mr. Estes stated that he will not be available for the June 27 meeting, and asked that the Town Manager's Office look into rescheduling the Planning Board Workshop for July.

L. Other Business

M. Citizens' Forum

Public Comment: None

Adjourn

Moved by Mr. Estes, seconded by Mr. Speers to adjourn the meeting at 8:45PM. Without objection, so ordered.

Executive Session: Pursuant to M.R.S. § 405.6.C (Real Estate – Connector Road)

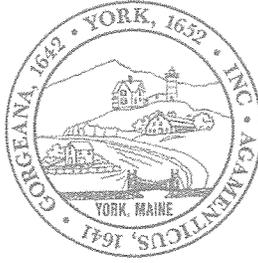
Present: Chairman Robert E. Palmer, Jr., Vice-Chairman Jonathan O. Speers, Michael L. Estes, Dawn Sevigny-Watson, Todd A. Frederick and Town Manager Stephen H. Burns.

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

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

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 23, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Bid Award: Led Building Lighting Upgrades

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The final bond approved by voters in 2014 for energy efficiency investments has a balance of \$25,490.52 and must be spent within 18 months of issue, which was February 24, 2015. Consequently, the funds must be used by August 24, 2016.

The Energy Steering Committee proposes to spend virtually all of the balance upgrading the lighting to LED in five municipal buildings: Town Hall, Grant House, Senior Center, Town Garage 1 and Town Garage 2

The Town Manager approved expenditures of \$600 to have a thorough inventory of existing fixtures prepared for inclusion in the RFP and \$1,200 to hire a project supervisor. The balance of the bond available for materials an installation if \$23,690.52.

Two bids were received and were reviewed by three members of the Energy Steering Committee and Len Loomans, project supervisor. The review committee agreed that both bids were of excellent quality, but that the bid from Affinity Light was more thorough and was also the low bidder. The committee recommends the bid be awarded to Affinity Light.

RECOMMENDATION: To allow the Town Manager to approve the bid to Affinity Light to upgrade the lighting in five municipal buildings to LEDs

PROPOSED MOTION: I move to authorize the Town Manager to sign a contract with Affinity Led Light to upgrade lighting in five municipal facilities as outlined in the submitted proposal.

FISCAL IMPACT: \$22,951.00

DEPARTMENT LINE ITEM ACCOUNT: 248.2015.8001

BALANCE IN LINE ITEM IF APPROVED: \$739.52

PREPARED BY: _____

REVIEWED BY: _____

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

Original

PROPOSAL
FROM



LED LIGHTING UPGRADE
AT SELECTED MUNICIPAL BUILDINGS
FOR THE TOWN OF YORK

June 21, 2016

Affinity LED LIGHT

LED Lighting Upgrade at selected Municipal Buildings for the Town Of York, Maine
June 21st, 2016

Affinity LED Light began in 2012 with a mission to help our clients save money on their energy use and dramatically reducing their lighting maintenance costs, while also providing a measurably better quality of light. By improving visibility, enhancing color rendering, reducing light pollution, eliminating hazardous mercury, and lowering greenhouse gas emissions, we're helping to improve air quality and public health in our communities. We founded our company on this belief, that Doing Well and Doing Good are not mutually exclusive goals.

Product Cost proposal summary –

- A detailed schedule of all items by location is attached inclusive of labor and disposal et al.
- An additional energy model with simple ROI and CO2 impact and other valuable information is also included in my packet.
- Attached is a highline summary. Efficiency Maine incentive subject to confirmation.
 - o NOTE – since we have come in under the budget I've also included a one page sheet to add back areas that were excluded during the final walkthrough. Since there is grant money available I'd be happy to work with the town to be sure that we utilize these funds to their fullest extent with out exceeding the set amount and also maximizing the incentives.

* For example I've identified \$ \$6,974 In potential additional projects that could qualify for an additional \$ 2,200 in incentives.

Materials Sub total	\$12,707.00
Labor Sub total	\$ 3,270.00
Labor & Materials Sub total	\$15,977.00
under proposed budget	\$ (7,023.00)
Labor & Materials Sub total	\$15,977.00
Estimated Efficiency Maine Proposal	\$ (800.00)
under proposed budget with estimated Rebate	\$ (7,823.00)

Doing Well and Doing Good!



LED Lighting Upgrade Proposal

Town of York
186 York Street
York, Maine 03909

Combined Buildings Scope

Project Cost Estimates*

	<u>TOTAL</u>	<u>ALL AREAS</u>
Proposed Lighting Equipment	\$12,707	\$12,707
Submitted Labor & Materials	\$3,270	\$3,270
Estimated Project Proposal (before incentives)	\$15,977	\$15,977
Projected Incentives	(\$800.00)	(\$800.00)
% of Project Total	-5%	-5%
Estimated Net Investment	\$15,177	\$15,177
% of Project Total	95%	95%

Straight Payoff

	<u>TOTAL</u>	<u>ALL AREAS</u>
Annual Savings (EVERSOURCE Estimate)	(\$4,440)	(\$4,440)
Monthly Savings	(\$370)	(\$370)
Payoff (months)	41.0	41.0

Investment Return

	<u>TOTAL</u>	<u>ALL AREAS</u>
1st Year Cumulative Return	(\$10,737)	(\$10,737)
ROI%	-71%	-71%
2 Years Cumulative Return	(\$6,296)	(\$6,296)
ROI%	-41%	-41%
3 Years Cumulative Return	(\$1,856)	(\$1,856)
ROI%	-12%	-12%
5 Years Cumulative Return	\$7,025	\$7,025
ROI%	46%	46%
10 Years Cumulative Return	\$29,228	\$29,228
ROI%	193%	193%

Annual CAPEX Impact

	<u>TOTAL</u>	<u>ALL AREAS</u>
Annual Capex (10 years)	(\$1,518)	(\$1,518)
Annual Savings resulting from CAPEX investment	\$4,440	\$4,440
Annual Impact: Profit / Loss	\$2,923	\$2,923

Environmental Impact*

	<u>TOTAL</u>	<u>ALL AREAS</u>
Estimated Total kWh Savings (annual)	(31,282)	(31,282)
Per Year CO² Abatement (tons)*	(19.1)	(19.1)
2 Years Cumulative	(38.2)	(38.2)
3 Years Cumulative	(57.2)	(57.2)
5 Years Cumulative	(95.4)	(95.4)
10 Years Cumulative	(190.8)	(190.8)

*Minimum CO² produced per kWh: 1.22 lbs. (<http://www.eia.gov>)

Utility incentives estimates*

	<u>TOTAL</u>	<u>ALL AREAS</u>
Proposed kWh Savings	(31,282)	(31,282)
Estimated Total kWh Savings	(31,282)	(31,282)
Proposed Incentive	(\$800)	(\$800)



Proposal for:

**LED Lighting Upgrade at Selected Municipal Building for the Town of York
York, Maine**

June 21, 2016

Prepared by:

**Sara Richardson, P.E.
Richardson Electrical Co., Inc.**

June 21, 2016

Dear Sir or Madam:

Thank you for the opportunity to submit our proposal for the LED Lighting Upgrade. Our price is based upon the information provided within the RFP dated 5/27/16, our observations during the site walk, and the addendum data 6/8/16.

SCOPE OF WORK

- Prepare and submit applications to Efficiency Maine for rebates as described.
- Replace lamps and/or fixtures at the Town Hall, Senior Center, Grant House, Grant House Barn, and Town Garage I.
- Remove and recycle all removed bulbs and fixtures.

PRICING

Pricing for the Town Hall, Grant House, and Senior Center is \$20,006.00. The utility rebate for this work would be \$3,380.00 for the lamps replaced and \$650.00 for the exterior wall packs and trunnion mounted fixtures. To add dimming to the three offices in the Town Hall as noted in the addendum would be an additional \$3,872.00. The total price including dimming and utility savings for these buildings is \$19,848.00.

Pricing for the Town Garage is \$6,012.00. The utility rebate for this work would be \$1,440.00 for the lamps replaced and \$200.00 for the exterior wall packs fixtures. The total price including the utility savings for this facility is \$4,372.00.0

CLARIFICATIONS AND EXCLUSIONS

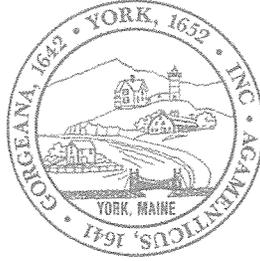
- The bulbs we are proposing have the same lumen output as the 18W lamps, but with an increased efficiency at only 15W per lamp.
- All ballasts shall be bypassed.
- All existing sockets are non-shunted type.
- All work is to be done during normal working hours, 7am through 4pm, Monday thru Friday.
- We have not included any patching and/or painting.
- Access shall be provided to the work spaces by the owner when required.

Again, thank you for this opportunity and we look forward to hearing about this project. Please feel free to contact us with any questions.

Sincerely,



Richardson Electrical Co., Inc.
Certified WOSB/SB/DBE



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 23, 2016	<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> DISCUSSION ONLY
DATE ACTION REQUESTED: June 27, 2016	
SUBJECT: Bid Award: Heating Oil	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town Manager's Office solicited fixed price, per gallon bids for #2 heating oil deliveries for the 2017 fiscal year (July 1, 2016 through June 30, 2017). We approximated that 7,500 gallons would be used annually between four town buildings and also servicing the Town's Heating Assistance Program. The Request for Proposals is attached.

The following bids were received:

Fieldings - \$1.749/gallon

York Oil - \$1.799/gallon

Welch Oil - \$1.839/gallon

Estes Oil - \$1.84/gallon

Downeast Energy - \$1.925/gallon

Rymes - \$1.989/gallon

RECOMMENDATION:

PROPOSED MOTION: I move to award the FY17 #2 Heating Oil Bid to _____ at a fixed price of _____ per gallon.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Melissa M. Avery

REVIEWED BY: 

REQUEST FOR #2 HEATING OIL BIDS

The Town of York, Maine is soliciting fixed price, per gallon bids for #2 Heating Oil for the 2017 Fiscal Year (July 1, 2016 through June 30, 2017). The Town will use approximately 7,500 gallons annually between four Town Buildings and servicing the Town's Heating Assistance Program.

Buildings: Police Department/Senior Center – Main Street; Beach Fire Department – 18 Railroad Avenue; Public Works Garage – Rogers Road; Town Hall – 186 York Street

Bids will be opened June 22, 2016 at 12:00PM and awarded by the Board of Selectmen on June 27, 2016. Please provide bids to the Town Manager's Office, in person, by mail (physical and mailing address: 186 York Street, York, ME 03909) or via email (mmavery@yorkmaine.org Subject: FY17 Heating Oil Bid) before 12:00PM on Wednesday, June 22, 2016. Questions and other requests can go to Melissa M. Avery in the Town Manager's Office, at (207) 363-1000 or mmavery@yorkmaine.org.



MAINE		Portland	(207) 773-3333	NEW HAMPSHIRE	
Augusta	(207) 623-3322	Scarborough	(207) 883-3194	Dover	(603) 742-4800
Auburn	(207) 782-1362	Waterville	(207) 872-0200	Exeter	(603) 778-3700
Brunswick	(207) 729-8887	Windham	(207) 892-0200	Portsmouth	(603) 436-2005
Biddeford	(207) 283-6633	York	(207) 363-9900	Rochester	(603) 335-6003

Toll Free: 1-800-491-3194 • info@fieldingsoil.com • www.fieldingsoil.com
P.O. Box 470 • 420 U.S. Route 1 • Scarborough, Maine 04070-0470

**Town of York
186 York Street
York ME 03909**

Heating Oil & Propane Bid:

Heating Oil Fixed Price: \$1.749/Gallon

Propane Gas Fixed Price: \$1.249/Gallon

**July 1, 2016 – June 30, 2017
Free Propane Tank Swap Out If Needed.
Free Propane Gas Leak Test On Each System.
30 Day Net**

Any Questions Please Contact William J Fielding.



**William J Fielding
President**

Melissa M. Avery

From: Dave Maloney <DMaloney@downeastenergy.com>
Sent: Tuesday, June 21, 2016 4:28 PM
To: Melissa M. Avery
Subject: FY17 Heating Oil Bid

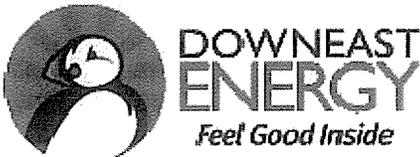
Melissa:

I am pleased to offer the Town of York the following bid information for consideration:

- #2 Fuel Oil (Approximately 7,500 gallons annually) – A firm fixed rate of \$1.925 ppg.
- Propane (Approximately 9,000 gallons annually) – A firm fixed rate of \$1.205 ppg.

Effective: July 1st, 2016 through June 30th, 2017

Thank you,
David Maloney
General Manager
14 Depot St
Kennebunk, ME 04043
Direct #: 207-467-2606
www.downeastenergy.com



Melissa M. Avery

From: Jennifer Brooks <jennifer@yorkoil.net>
Sent: Wednesday, June 22, 2016 9:19 AM
To: Melissa M. Avery
Subject: FY17 Heating Oil Bid

Good Morning Melissa – York Oil’s 2017 Oil and LP Bids are below. Please let me know if you have any questions.

Thank you!

Have a great day!

2017 Oil Locked in Price \$1.799/gallon
2017 LP Locked in Price \$1.329/gallon

Jennifer Brooks
Office Manager
York Oil & Propane

Melissa M. Avery

From: Kate Cavanagh <kate@estesoil.com>
Sent: Tuesday, June 21, 2016 2:05 PM
To: Melissa M. Avery
Subject: Re: FY Heating Oil Bid

Melissa,

Estes Oil and Propane would like to put in a bid for 1.84 for heating oil for the 2016-2017 heating season.

Estes Oil and propane would also like to put in a bid for \$1.24 for propane for the 2016-2017 heating season, for all town owned tanks.

Thanks

--Kate Cavanagh

*Estes Oil & Propane, General Manager
519 US Route 1 #4
PO Box 125
York, ME 03909
Phone: (207) 363-4172
Fax: (207) 363-6806
kate@estesoil.com
www.estesoil.com*

-- Visit Our Website and Sign up for Gulf Electricity Today! --

Rymes

PROPANE & OIL
PO Box 2948
Concord, NH 03302

(603) 228-2224
Fax: (603) 228-9165

June 23, 2016

Town of York
Ms. Melissa M. Avery
186 York Street
York, ME, 03909

Dear Ms. Avery:

Thank you for this opportunity to quote on your fuel needs for the 2016-2017 heating season. Rymes Propane & Oil is offering the price of \$1.989 per gallon for 7,500 gallons for the 2016-2017 heating season based on today's market price for #2 Fuel Oil. This price is based on a specific per gallon margin over actual cost. Your final price will be fixed on the date of acceptance to reflect that margin, plus the actual cost at the time of acceptance. This pricing will be effective from July 1, 2016 and expires on May 31, 2017.

Note: Final price is not set until time of commitment. Final price will be based on actual cost and the mark-up used to calculate the above quoted price. Commitment must be made prior to 1pm, or the final price will be based on the market cost of the next business day. Please note that any increase in the tariff for the Enterprise Product pipeline is not included in this pricing. Should an increase be approved, the quoted price will be increased to reflect the increase in the tariff.

This is a binding agreement. Customer agrees that Rymes Propane & Oil will be the sole supplier of heating fuels at this location. Customer further agrees to accept delivery of all contracted gallons quoted on in this offer by May 31, 2017. Failure by Customer to accept delivery of 100% of the contracted gallons by May 31, 2017 will result in the assessment of a surcharge. This surcharge will be equal to the product of (1) the remaining contract gallons and (2) the difference between the weighted average market price of the fuel and the Fixed price of that fuel. No surcharge will be assessed if the average market price for the heating season is higher than the Fixed price.



Rymes Signature

6-23-16

Date

Customer Signature

Date



**P.O. Box 37
York Harbor, ME 03911**

Phone: 207-363-2770
Fax: 207-363-8297

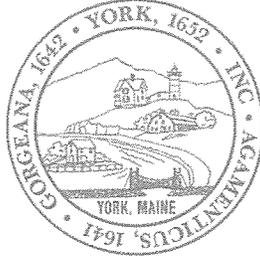
June 22, 2016

**Town of York
PO Box 186
York, ME 03909**

Welch Oil submits the fixed price of 1.839 for approximately 7,500 gallons of #2 Heating Oil for the 2017 Fiscal Year (July 1, 2016 through June 30, 2017) for the Town of York. It is understood that this contract will service four Town Buildings as well as the Town's Heating Assistance Program.

Thank you for the opportunity to bid.

Jeffrey Welch



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 23, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Bid Award: Propane

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town Manager's Office solicited fixed price, per gallon bids for propane deliveries for the 2017 fiscal year (July 1, 2016 through June 30, 2017). We approximated that 9,000 gallons would be used annually between seven town buildings. The Request for Proposals is attached.

The following bids were received:
Downeast Energy - \$1.205/gallon
Estes Oil - \$1.24/gallon
Fieldings - \$1.249/gallon
York Oil - \$1.329/gallon
Rymes - \$1.399/gallon

RECOMMENDATION:

PROPOSED MOTION: I move to award the FY17 Propane Bid to _____ at a fixed price of _____ per gallon.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Melissa M. Avery

REVIEWED BY: 

REQUEST FOR PROPANE BIDS

The Town of York is soliciting fixed price, per gallon bids for Propane deliveries for the 2017 Fiscal Year (July 1, 2016 through June 30, 2017). The Town would use approximately 9,000 gallons between seven municipal buildings.

Buildings: Public Works Facility – Chases Pond Road (2 tanks); Public Works Transfer Station – Witchtrot Road (1 tank); Grant House – US Route One (1 tank); Senior Center – Main Street (1 tank); Mount Agamenticus Lodge – Mt. A. Road (2 tanks); Village Fire Department – Firehouse Drive (1 tank); New Police Department – Hannaford Drive (2 tanks)

Bids will be opened June 22, 2016 at 12:00PM and awarded by the Board of Selectmen on June 27, 2016. Please provide bids to the Town Manager's Office, in person, by mail (physical and mailing address: 186 York Street, York, ME 03909) or via email (mmavery@yorkmaine.org Subject: FY17 Heating Oil Bid) before 12:00PM on Wednesday, June 22, 2016. Questions and other requests can go to Melissa M. Avery in the Town Manager's Office, at (207) 363-1000 or mmavery@yorkmaine.org.



MAINE		NEW HAMPSHIRE	
Augusta	(207) 623-3322	Portland	(207) 773-3333
Auburn	(207) 782-1362	Scarborough	(207) 883-3194
Brunswick	(207) 729-8887	Waterville	(207) 872-0200
Biddeford	(207) 283-6633	Windham	(207) 892-0200
		York	(207) 363-9900
Dover (603) 742-4800			
Exeter (603) 778-3700			
Portsmouth (603) 436-2005			
Rochester (603) 335-6003			

Toll Free: 1-800-491-3194 • info@fieldingsoil.com • www.fieldingsoil.com
P.O. Box 470 • 420 U.S. Route 1 • Scarborough, Maine 04070-0470

**Town of York
186 York Street
York ME 03909**

Heating Oil & Propane Bid:

Heating Oil Fixed Price: \$1.749/Gallon

Propane Gas Fixed Price: \$1.249/Gallon

**July 1, 2016 – June 30, 2017
Free Propane Tank Swap Out If Needed.
Free Propane Gas Leak Test On Each System.
30 Day Net**

Any Questions Please Contact William J Fielding.



**William J Fielding
President**

Melissa M. Avery

From: Dave Maloney <DMaloney@downeastenergy.com>
Sent: Tuesday, June 21, 2016 4:28 PM
To: Melissa M. Avery
Subject: FY17 Heating Oil Bid

Melissa:

I am pleased to offer the Town of York the following bid information for consideration:

- #2 Fuel Oil (Approximately 7,500 gallons annually) – A firm fixed rate of \$1.925 ppg.
- Propane (Approximately 9,000 gallons annually) – A firm fixed rate of \$1.205 ppg.

Effective: July 1st, 2016 through June 30th, 2017

Thank you,
David Maloney
General Manager
14 Depot St
Kennebunk, ME 04043
Direct #: 207-467-2606
www.downeastenergy.com



Melissa M. Avery

From: Jennifer Brooks <jennifer@yorkoil.net>
Sent: Wednesday, June 22, 2016 9:19 AM
To: Melissa M. Avery
Subject: FY17 Heating Oil Bid

Good Morning Melissa – York Oil’s 2017 Oil and LP Bids are below. Please let me know if you have any questions.

Thank you!

Have a great day!

2017 Oil Locked in Price \$1.799/gallon
2017 LP Locked in Price \$1.329/gallon

Jennifer Brooks
Office Manager
York Oil & Propane

Melissa M. Avery

From: Kate Cavanagh <kate@estesoil.com>
Sent: Tuesday, June 21, 2016 2:05 PM
To: Melissa M. Avery
Subject: Re: FY Heating Oil Bid

Melissa,

Estes Oil and Propane would like to put in a bid for 1.84 for heating oil for the 2016-2017 heating season.

Estes Oil and propane would also like to put in a bid for \$1.24 for propane for the 2016-2017 heating season, for all town owned tanks.

Thanks

--Kate Cavanagh

Estes Oil & Propane, General Manager
519 US Route 1 #4
PO Box 125
York, ME 03909
Phone: (207) 363-4172
Fax: (207) 363-6806
kate@estesoil.com
www.estesoil.com

-- Visit Our Website and Sign up for Gulf Electricity Today! --

Rymes

PROPANE & OIL
PO Box 2948
Concord, NH 03302

(603) 228-2224
Fax: (603) 228-9165

June 23, 2016

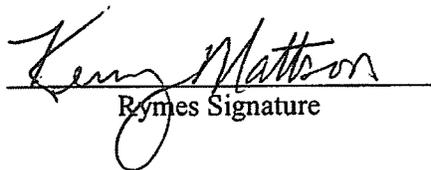
Town of York
Melissa J. Avery
186 York Street
York, ME 03909

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Rymes Signature

6-23-16

Date

Customer Signature

Date



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 22, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Award of bid for pass-through evidence locker system

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: See memo and attached documentation of government bid and costs.

RECOMMENDATION: I would recommend that the bid be awarded to Systematic Inc to purchase the attached pass-through evidence locker system through the GSA Contract GS-07F-578OR

PROPOSED MOTION: I move to award the bid for a pass through evidence locker system to Systematic Inc. in the amount of \$18,427.

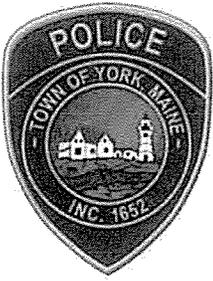
FISCAL IMPACT: \$18,427

DEPARTMENT LINE ITEM ACCOUNT: Police Equipment

BALANCE IN LINE ITEM IF APPROVED: \$6,053

PREPARED BY:

REVIEWED BY:



Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch:
Non-Emergency
(207) 363-4444

Administration:
(207) 363-1031

Facsimile:
(207) 361-6818

www.yorkpolice.org

***Committed
to excellence***

TOWN OF YORK, MAINE

Police Department

MEMORANDUM

DATE: June 22, 2016
TO: Town Manager Stephen Burns
CC: Board of Selectmen
FROM: Chief Douglas Bracy *DRB*
SUBJECT: AWARD OF PASS THROUGH EVIDENCE LOCKERS

The department is looking to move forward with the replacement of their evidence locker system. Currently we are utilizing old gym lockers which do not meet all of the needs we have to temporarily secure evidence until it can be logged in to the evidence room. Large items such as long guns and coolers require us to call one of our two evidence custodians in to secure the evidence appropriately. Evidence must be handled in an appropriate manner to meet the guidelines set forth by the court system to insure the chain of custody is maintained and documented.

Currently some evidence requires overtime for one of our two evidence custodians to come in to properly secure oversized items. This is an unnecessary expense and will be taken care of if we have the proper temporary storage lockers designed for multiple sizes of evidence.

The system we are proposing is designed to be able to handle multiple weapons as well as various size evidence and will be able to be utilized in the new PD when built. The money being used to fund this purchase is being covered from a carry forward of funds approved by the Board of Selectmen from the police department FY 2015 budget.

Sentinel™

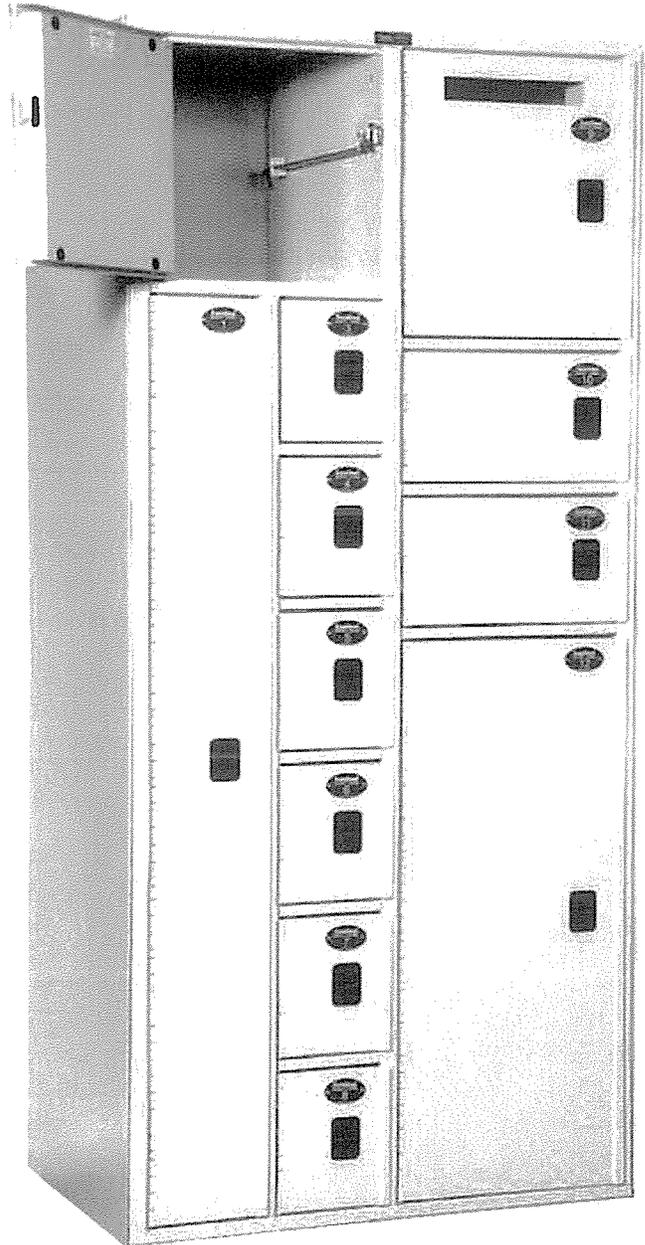
PASS-THRU/NON PASS-THRU EVIDENCE LOCKERS

LOCKERS

Tiffin Metal Products has been manufacturing Sentinel Security Lockers for over 30 years. They are used throughout the world wherever controlled security is required. You will find our lockers in areas of police evidence transfer, evidence storage, crime scene investigations, forensic evidence, or in postal service. When teamed with our Refrigerated Lockers you have a complete system.

FEATURES:

- Lift latch keyless lock
- Keyed lock option with key drop
- 36"W x 24"D x 82"H (w/4" base)
- 16 gauge cold rolled steel
- 4" attached base
- Refrigerated models available
- Powder coated finish
- Continuous 16 gauge piano hinges
- 34 standard modules (4 modules available in 18" width)
- Single rear door allows access to all compartments from control side (Pass-Thru models only)
- Passback option w/digital locking



12AA PASS-THRU
(Shown with lift latch keyless lock)

GSA Advantage!®



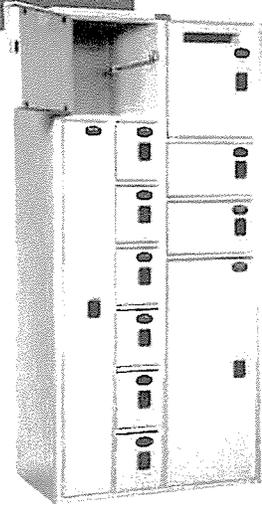
Manufacturing Quality Metal Products Since 1903
Tiffin Metal Products
450 Wall Street
Tiffin, Ohio, 44883

Phone: 800-537-0983
Fax: 419-447-5175

email: sentinellockers@tiffinmetal.com
www.tiffinmetal.com
www.sentinellockers.com

Sentinel™

SAMPLE ARRANGEMENTS



1801AA



1802AA



1802AB



1808AA

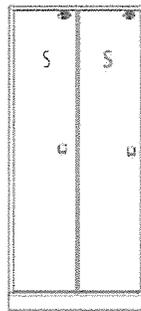
All lockers are 24"D x 82"H including a 4" attached base.

Sample 18"W modules are shown at left.

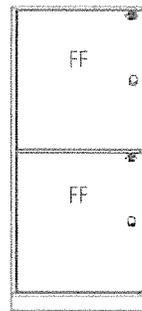
All other sample module configurations are 36"W.

UNIT DIMENSIONS

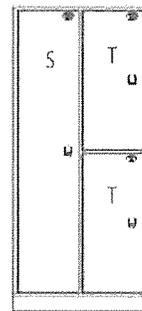
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FF	33 ³ / ₈ "	37 ³ / ₈ "
H	10 ³ / ₁₆ "	37 ³ / ₈ "
HF	9 ³ / ₁₆ "	37 ³ / ₈ "
HH	21 ¹ / ₈ "	37 ³ / ₈ "
J	10 ³ / ₁₆ "	18 ³ / ₁₆ "
KK	15 ⁷ / ₈ "	8 ¹ / ₈ "
L	10 ³ / ₁₆ "	15"
M	10 ³ / ₁₆ "	11 ³ / ₄ "
S	15 ⁷ / ₈ "	75 ⁷ / ₈ "
T	15 ⁷ / ₈ "	37 ³ / ₈ "
V	15 ⁷ / ₈ "	18 ³ / ₁₆ "
X	15 ⁷ / ₈ "	15"
3A	7 ³ / ₁₆ "	37 ³ / ₈ "
3B	7 ³ / ₁₆ "	18 ³ / ₁₆ "
3E	7 ³ / ₁₆ "	6 ⁵ / ₈ "
3J	10 ³ / ₁₆ "	56 ⁵ / ₈ "
3V	15 ⁷ / ₈ "	56 ⁵ / ₈ "
6A	7 ³ / ₁₆ "	59 ⁷ / ₈ "
6BB	21 ¹ / ₈ "	18 ³ / ₁₆ "
6D	7 ³ / ₁₆ "	63 ³ / ₈ "
6F	7 ³ / ₁₆ "	9 ¹ / ₈ "
6G	10 ³ / ₁₆ "	59 ⁷ / ₈ "
6S	15 ⁷ / ₈ "	59 ⁷ / ₈ "
6X	15 ⁷ / ₈ "	9 ¹ / ₈ "
7E	7 ³ / ₁₆ "	11 ³ / ₄ "



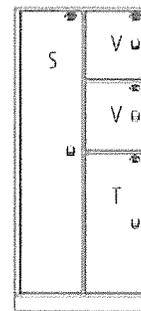
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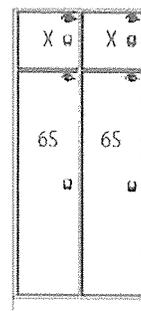
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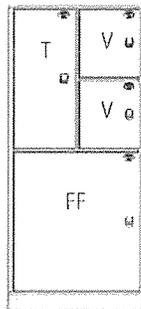
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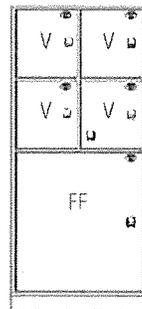
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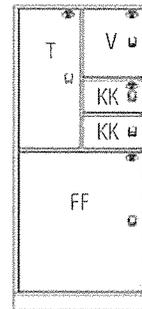
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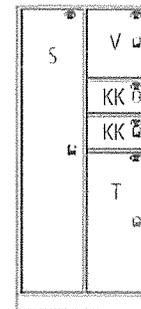
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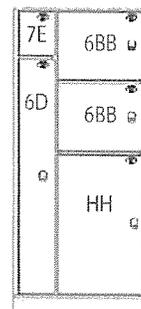
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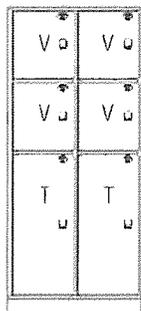
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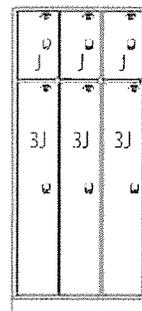
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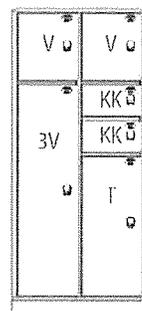
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06AA



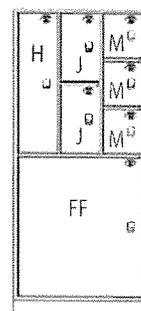
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06AD



07AA



07AB



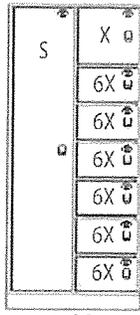
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Tiffin, Ohio, 44883

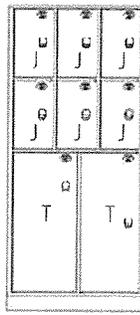
Phone: 800-537-0983
Fax: 419-447-5175

email: sentinellockers@tiffinmetal.com
www.tiffinmetal.com
www.sentinellockers.com

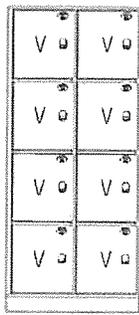
SAMPLE ARRANGEMENTS



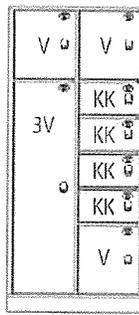
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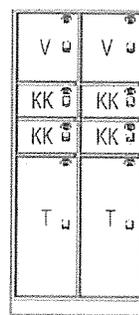
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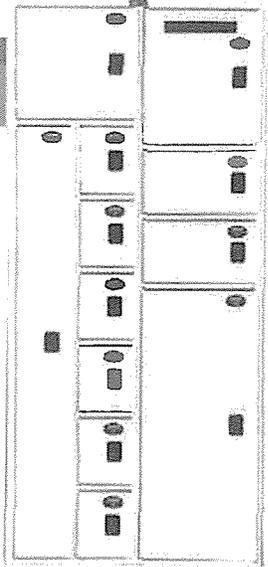
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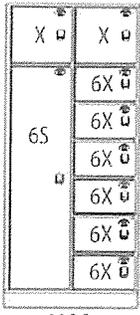
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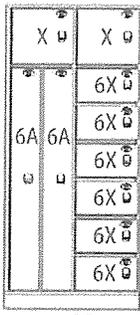
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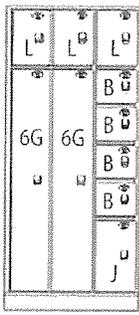
12AA Module Configuration



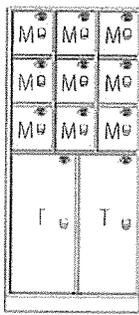
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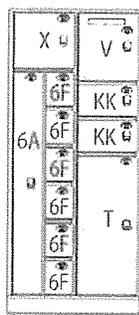
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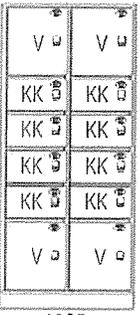
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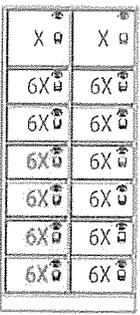
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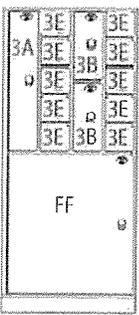
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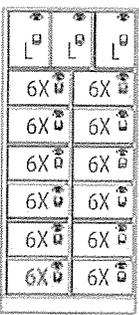
12AB



14AA



14AB



15AA



24AA

UNIT DIMENSIONS		
DOOR	WIDTH	LENGTH
B	10 ³ / ₁₆ "	9 ¹ / ₈ "
FF	33 ¹ / ₁₆ "	37 ³ / ₁₆ "
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3J	10 ³ / ₁₆ "	56 ¹ / ₁₆ "
3V	15 ¹ / ₈ "	56 ¹ / ₁₆ "
6A	7 ³ / ₁₆ "	59 ⁷ / ₁₆ "
6BB	21 ¹ / ₈ "	18 ³ / ₁₆ "
6D	7 ³ / ₁₆ "	63 ¹ / ₈ "
6F	7 ³ / ₁₆ "	9 ¹ / ₈ "
6G	10 ³ / ₁₆ "	59 ⁷ / ₁₆ "
6S	15 ¹ / ₈ "	59 ⁷ / ₁₆ "
6X	15 ¹ / ₈ "	9 ¹ / ₈ "
7E	7 ³ / ₁₆ "	11 ³ / ₄ "



ERF82



ERF3642



ERF42

Refrigerated Evidence Lockers
Various interior inserts available
(See reverse)

May be used to
replace any door
marked "FF"



Manufacturing Quality Metal Products Since 1903
Tiffin Metal Products
450 Wall Street
Tiffin, Ohio, 44883

Phone: 800-537-0983
Fax: 419-447-5175

email: sentinellockers@tiffinmetal.com
www.tiffinmetal.com
www.sentinellockers.com

Sentinel™

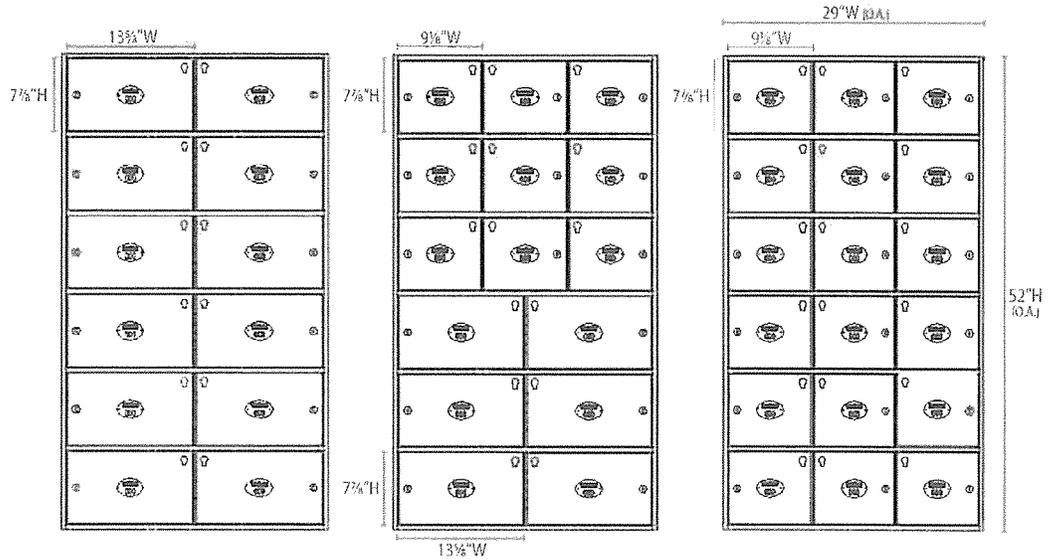
REFRIGERATED EVIDENCE LOCKER CONFIGURATIONS



INSIDE VIEW - 82" HIGH MODEL

Overall size: 36"W x 24"D x 82" H (with Base)

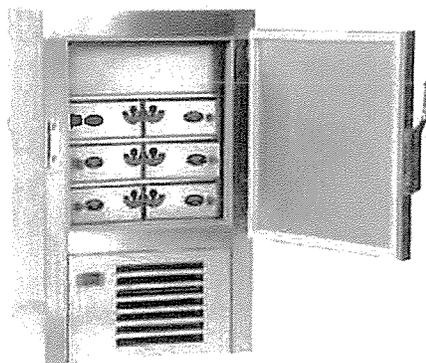
Power requirements: 115 VAC, 60 Hz, dedicated 15 amp circuit
(shown with 14 door special insert)



12 DOOR INSERT

15 DOOR INSERT

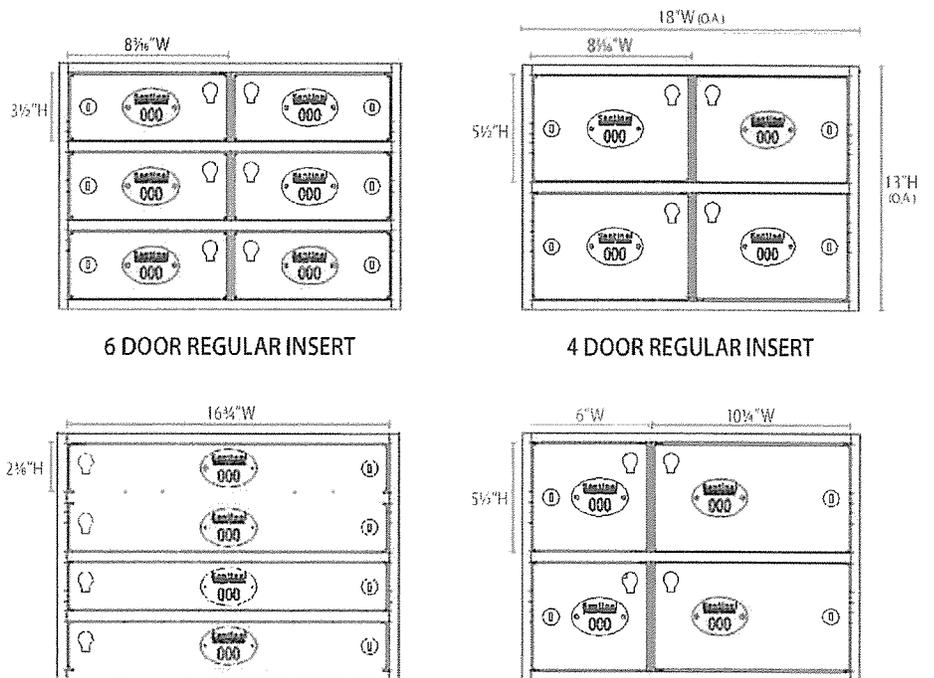
18 DOOR INSERT



INSIDE VIEW - 42 1/2" HIGH MODEL

Overall size: 24"W x 24"D x 42 1/2" H

Power requirements: 115 VAC, 60 Hz, dedicated 15 amp circuit
(shown with 6 door regular insert)



6 DOOR REGULAR INSERT

4 DOOR REGULAR INSERT

4 DOOR HORIZONTAL INSERT

4 DOOR IRREGULAR INSERT



Manufacturing Quality Metal Products Since 1903

Tiffin Metal Products
450 Wall Street
Tiffin, Ohio, 44883

Phone: 800-537-0983
Fax: 419-447-5175

email: sentinellockers@tiffinmetal.com
www.tiffinmetal.com
www.sentinellockers.com

From: Dan Clifford [mailto:DClifford@Systematics.biz]
Sent: Thursday, June 16, 2016 2:54 PM
To: Douglas P. Bracy <dbracy@yorkpolice.org>
Cc: 'Tom Cryan' <tcryan0929@gmail.com>
Subject: Room Breakdown

Chief Bracy,

Here is a copy of the breakdown on all your rooms.
The pricing for each room is turnkey, it includes all Systematics installation and delivery.

The pricing predominately has been priced using the GSA Schedule pricing. Your orders will go directly to the manufacturer to allow for the greatest discounts and to assure you are backed by a large company.

Here is the letter that references the ability of State Agencies to utilize the contact

On July 27, 2010, Governor Deval Patrick signed into law Chapter 188 of the Acts of 2010, *An Act Relative to Municipal Relief (Act)*. The Act includes changes to the laws governing municipal procurements of supplies, services and real property, as well as public construction. The following changes took effect immediately, pursuant to the Governor's cover letter.

M.G.L. c.30B

- **Section 1**

M.G.L. c.30B, §1(b)(1), which exempts contracts subject to the public construction laws, was amended to clarify that contracts subject to M.G.L. c.25A, §11C are also exempt. Section 11C provides for an alternative procurement process for contracts for energy management services.

M.G.L. c.30B, §1(b)(4), which exempts contracts with the commonwealth, was amended to clarify that dispositions of real property to the commonwealth are subject to M.G.L. c.30B, §16(a) (b) and (g). That is, 1) the property must be declared available for disposition, 2) valued in accordance with procedures accepted by the appraising profession as valid, and, 3) if the property is disposed of for less than the fair market value, the reason and the difference between the fair market value and the price to be received must be published in the *Central Register*.

The Act added a new section, M.G.L. c.30B, §1(f), that will now permit local governmental bodies to purchase goods and services specified under General Services Administration (GSA) federal supply schedules that are available for use by local governmental bodies from authorized GSA vendors without a M.G.L. c.30B process. All local rules, including rules requiring written contracts will continue to apply to these procurements. It is important to note that this section only permits local governmental bodies to purchase supplies and services and does not apply to construction and construction materials estimated to cost \$10,000 or more. Contracts for construction and construction materials estimated to cost less than \$10,000 require the use of sound business practices.

Let me know if you want to get together and discuss the various rooms.
You can purchase as needed. This will hopefully get you started on the storage requirements for your facility

Thank you again for the opportunity,

Dan Clifford

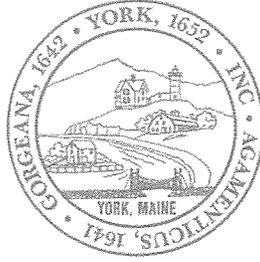
SYSTEMATICS

dclifford@systematics.biz

238C Cherry Street, Shrewsbury, MA 01545

Cell: 508-439-1462 Office: 508-599-3518

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 23, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: 1-year agreement extension between the Town of York and Waste Management of New Hampshire Inc. for the weekly collection, transportation and disposal of Municipal Solid Waste (MSW) from Town Facilities Dumpsters.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The Town of York currently contracts with Waste Management Services ("current Contractor") for the weekly collection and disposal of Municipal Solid Waste ("MSW") from Town Facility dumpsters. The current three-year contract expires on June 30, 2016.

The previous contract executed in 2013 was written to expire on the same date as the curbside collection contract so that in the future we could negotiate both at the same time. Before that agreement there was no written contract with Waste Management Inc. for this service.

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

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

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

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

On June 13, 2016 the Board of Selectmen approved the Town Manager to sign the 1-year agreement extension between the Town of York and Waste Management of New Hampshire Inc. for weekly curbside collection, transportation and disposal of Municipal Solid Waste (MSW) including bulky waste and recyclable materials.

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

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

FISCAL IMPACT: \$50,000 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 100.0305.9005

BALANCE IN LINE ITEM IF APPROVED: \$80,000 (estimated)

PREPARED BY: Dean Lessard

REVIEWED BY: 

Town of York Addendum # 2 - 12 Month Extension 7/1/16 - 6/30/17

Account #	Location	Address	Type of Service	Service days	Route #	Container size	Service/Container Change	Price	Seasonal Price	On Call Price
276-1948	Town of York	York Street	MASTER ACCOUNT							
276-615	York DPW	14 ROGERS RD	MSW	ONC		2FL Yard				\$65.20
276-620	York Harbor Docks NO 1	13 Harris Island Rd	MSW	Mon/Fri	R117/R517	4FL Yard		\$364.97		
276-1404	York Beach Fire Dept	18 Railroad Ave	MSW	Mon	R117	2FL Yard		\$60.18		
276-1405	York Highway Garage	115 Chases Pond Rd	MSW	Wed	R317	4FL Yard		\$172.73		
276-1406	York Town Hall	186 York St	MSW	Wed	R317	3FL Yard		\$129.79		
276-738	York Town Hall	186 York St	SSRY	Wed-EOW	R394	5 Toters				
276-1407	York Senior Center	41 Main St	MSW	Mon	R117	6FL Yard		\$105.32		
	York Senior Center	41 Main St	SSRY	Fri	R521	6FY		\$29.55		
276-1408	York Village Fire Dept	1 Firehouse Dr	MSW	Wed	R317	4FL Yard		\$190.65		
276-22765	York Parks & Recreation	15 Ferry Lane S	MSW	Mon/Wed/Fri		4FL Yard		\$303.88		
	York Parks & Recreation	15 Ferry Lane S	MSW	2x Week		2-10FL Yard			\$789.66	
	York Parks & Recreation	15 Ferry Lane S	MSW	3x Week		2-10FL Yard			\$1,850	
	York Parks & Recreation	15 Ferry Lane S	MSW	2x Week		5-10FL Yard			\$3,083	
	York Parks & Recreation	15 Ferry Lane S	MSW	3x Week		5-10FL Yard			\$3,800.00	
276-33461	Town of York-Transfer Station	65 Witchtrot Rd	MSW	Fri	R517	4FL Yard		\$63.08		
Billing								\$1,420.15		

Stephen H. Burns - Town Manager
Town of York

Date

Peter Lachapelle - Public Sector
Waste Management of New Hampshire, Inc

Date



SERVICE AGREEMENT

Waste Management of Maine, Inc.

Collection Service Agreement Terms and Conditions

1 SERVICES RENDERED, WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/solids-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party notice of termination by any reasonable method, including mail, electronically transmitted facsimile, email as follows: Company shall notify Customer by mail between sixty (60) and ninety (90) days prior to termination of the existing Initial or Renewal Term. If Customer does not, within sixty days of receipt of such notification, notify the Company of its intention to terminate, then this Agreement will automatically renew thereafter until one party properly notifies the other of its intent to terminate. Company may terminate this Agreement by giving the Customer notice of termination of least ninety (90) days but not more than one hundred and eighty (180) days prior to the termination of the then-existing term.

3 SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 9), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES, PAYMENTS, ADJUSTMENTS. Upon receipt of the Invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the Invoice. Company may increase the charges: to address any increase in or to recoup all or any portion of, fuel or environmental compliance costs; to address any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increases in disposal and/or transportation costs and increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be received verbally, in writing, by payment of the invoice or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. If Customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6 EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7 LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees in an amount equal to its most recent monthly charges multiplied by three (3). Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events, beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

Town of York Addendum # 1										
Account #	Location	Address	Type of Service	Service days	Route #	Container size	Service/containers/charge	Price	Seasonal Price	On Call Price
276-1948	Town of York	York Street	MASTER ACCOUNT							
276-615	York DPW	14 ROGERS RD	MSW	ONC		2FL Yard				\$65.00
276-620	York Harbor Docks NO 1	13 Harris Island Rd	MSW	Tues/Fri	R217/R517	4FL Yard		\$363.88		
276-1404	York Beach Fire Dept	18 Railroad Ave	MSW	Thur	R417	2FL Yard		\$60.00		
276-1405	York Highway Garage	115 Chases Pond Rd	MSW	Thur	R417	4FL Yard	4FL, EOW	\$172.21		
276-1406	York Town Hall	186 York St	MSW	Wed	R317	3FL Yard		\$129.40		
276-738	York Town Hall	186 York St	SSRY	Wed-EOW	R394	5 Toters				
276-1407	York Senior Center	41 Main St	MSW	Thur	R417	6FL Yard	BFL, EOW	\$105.00		
276-1408	York Senior Center	41 Main St	SSRY	Fri	R521	6FY	6 toters 2x week 7/F	\$29.46		
276-22765	York Village Fire Dept	1 Firehouse Dr	MSW	Wed	R317	4FL Yard	3FL, 1x week W	\$190.08		
276-22765	York Parks & Recreation	15 Ferry Lane S	MSW	Mon/Wed/Fri		10FL Yard		\$945.00		
276-43192	York Parks & Recreation	15 Ferry Lane S	MSW	3x Week		2-10FL Yard			\$1850-May/Sept-Jan	
276-43192	York Parks & Recreation	176 Long Beach Ave	MSW	3x Week		5-10FL Yard			\$3480.75 June-Aug	
276-33461	Town of York-Transfer Station	65 Witchcroft Rd	SSRY	Tues/Fri	R217/R517	8 Toters				
276-33461	Town of York-Transfer Station	65 Witchcroft Rd	MSW	ONC		4FL Yard	Billing	\$1,995.03		\$85.00

Robert G. Vendow
 Robert G. Vendow - Town Manager
 Town of York

9.11.13
 Date

Peter Lachapelle
 Peter Lachapelle - Public Sector
 Waste Management of New Hampshire, Inc

9/13/13
 Date

Re: Report of Bathhouse Bldg. Comm.

Stephen H. Burns

From: James B. Bartlett PA <jbartlett@yorkmainelaw.net>
Sent: Friday, June 24, 2016 12:29 PM
To: Stephen H. Burns
Subject: June 27 BOS meeting

Hi Steve,

As you probably figured out by now, I do not yet have any specific plans for distribution to the BOS.

I have instructed Steve Bradstreet that he and Ben Walter, the architect and Bob Metcalf, the landscape guy, should come to the BOS meeting with poster boards to show the preliminary plan as it stands. Then, once the plan is in complete form, we will email it to you as attachments so you can provide it to the BOS for their review and comment before the plan is submitted to the Planning Department on July 7.

I told Steve he and the other two would each have about 5 minutes to present to the BOS. We will not be handing out any materials on Monday night.

Please let me know if you have any questions.

Best regards,

Jim

James B. Bartlett, Esq.

JAMES B. BARTLETT PA
Kennebunk Savings Bank Bldg., 2nd Floor
16B Woodbridge Road
PO Box 836
York, ME 03909-0836
PH: (207) 363-8100
FAX: (207) 363-1471
Email: cfarley@yorkmainelaw.net
Website: www.yorkmainelaw.net

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**Notice of Public Hearing
Town of York - Board of Selectmen
Monday, June 27, 2016
7:00 PM
York Public Library**

The York Board of Selectmen will conduct a Public Hearing on **Monday, June 27, 2016** at **7:00PM** regarding proposed changes to the **Traffic Safety Ordinance** regarding parking restrictions along Route One, and changes to the Parking Ticket Fines.

Any questions or comments will be welcome at the hearing, and written comments may be submitted in advance to the Town Manager's Office.

Printed copies of the text of these amendments are available with the Town Clerk's Office and the Town Manager's Office at the Town Hall; Digital copies are also available on the Town's web page (www.yorkmaine.org).

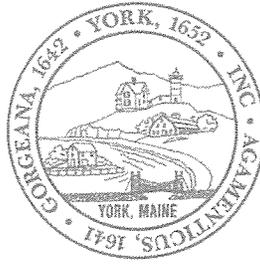


**Notice of Public Hearing
Town of York - Board of Selectmen
Monday, June 27, 2016
7:00 PM
York Public Library**

The York Board of Selectmen will conduct a Public Hearing on **Monday, June 27, 2016** at **7:00PM** regarding proposed changes to the **Ellis Park Ordinance**, regarding Parking Ticket Fines.

Any questions or comments will be welcome at the hearing, and written comments may be submitted in advance to the Town Manager's Office.

Printed copies of the text of these amendments are available with the Town Clerk's Office and the Town Manager's Office at the Town Hall; Digital copies are also available on the Town's web page (www.yorkmaine.org).



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 27, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Business License Applications	

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

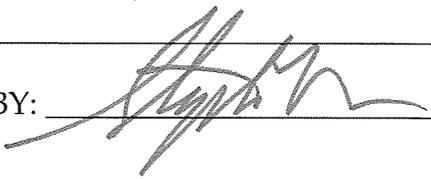
RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:

- *Canaan Letourneau DBA: Maine Lobster Outlet, LLC (Food Service); located at 360 US Route One*
- *Sean Mitchell DBA: Bagel Basket (Food Service); located at 280 York Street*
- *Two Pars, Inc. DBA: The Union Bluff Meeting House (Food Service, Liquor, Innkeeper, Special Amusement); located at 4 Beach Street*
- *Mike and Jim Manos DBA: York Beach Dairy Bar (Food Service); located at 97 Long Beach Avenue*
- *Dan Poulin DBA: Fat Tomato Grill (Food Service, Liquor); located at 241 York Street*
- *Peter Wagner DBA: Camp Eaton, Inc. (Food Service); located at 750 York Street*

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

PREPARED BY: Melissa M. Avery

REVIEWED BY: 

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: FAT TOMATO SPILL

Street Address: 241 YORK STREET

Business Owner: DAN POULIN Business Manager: SAME

Mailing Address: PO BOX 701 Mailing Address: _____
YORK, ME 03909

Phone Number: 207-363-5333 Phone Number: _____

E-mail Address: DAN@DANPOULIN.COM E-mail Address: _____

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: _____

Food and Beverage:

Food Service License (C/F)

Number of Seats: 241 (Existing / Proposed)

Liquor License (F/P)

Bottle Club License (F/P)

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: _____

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

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: TWO PARS Inc. The Union Bluff Meeting House

Street Address: 4 Beach St.

Business Owner: MARY DANE MERRITT Business Manager: BRENT MERRITT

Mailing Address: 10 Kimball Farm Lane York, ME 03909 Mailing Address: P.O. Box 1860 York Beach, ME 03910

Phone Number: _____ Phone Number: (207) 363-1333 X103

E-mail Address: _____ E-mail Address: brent@unionbluff.ca

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: 8

Food and Beverage:

___ Food Service License (C/F)

Number of Seats: 255 / 255 (Existing / Proposed)

___ Liquor License (F/P)

___ Bottle Club License (F/P)

Entertainment:

Special Amusement License (F/P)

___ Dance Hall License (F/P)

___ Bowling Alley License (F)

___ Coin-Operated Amusement License (P)

___ Bingo, Beano and Games of Chance

Miscellaneous:

___ Transient Seller's License

___ Flea Market License

___ Junkyard, Auto Graveyard/Recycling License

___ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

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: MAINE LOBSTER OUTLET, LLC

Street Address: 360 RT 1 YORK, ME 03909

Business Owner: CANAAN LETOURNEAU Business Manager: SHEILA BARNES / GUNNAR HANSTROM

Mailing Address: SAME Mailing Address: SAME

Phone Number: 207-363-9899 Phone Number: 207-363-9899

E-mail Address: gunnar@mainelobsteroutlet.com E-mail Address: gunnar@mainelobsteroutlet.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 NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms:

Food and Beverage:

Food Service License (C/F)

Number of Seats: / (Existing / Proposed)

Liquor License (F/P)

Bottle Club License (F/P)

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other:

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

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

Street Address: 280 York St

Business Owner: Sean Mitchell Business Manager: Ryan Hyatt

Mailing Address: 280 York St York ME 03909

Phone Number: 207 363-1244

E-mail Address: BagelBasketYork@gmail.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

[] Bed and Breakfast License (C/F)

[] Innkeeper License (C/F)

Number of Rooms: []

Food and Beverage:

[X] Food Service License (C/F)

Number of Seats: 241 (Existing / Proposed)

[] Liquor License (F/P)

[] Bottle Club License (F/P)

Entertainment:

[] Special Amusement License (F/P)

[] Dance Hall License (F/P)

[] Bowling Alley License (F)

[] Coin-Operated Amusement License (P)

[] Bingo, Beano and Games of Chance

Miscellaneous:

[] Transient Seller's License

[] Flea Market License

[] Junkyard, Auto Graveyard/Recycling License

[] Other: []

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

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York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

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 BEACH DAIRY BAR

Street Address: 97 LONG BEACH AVE YORK BEACH, ME. 03910

Business Owner: MIRE & JIM MANOS Business Manager: MIRE & JIM MANOS

Mailing Address: PO BOX 600 YORK BEACH ME 03910 Mailing Address: PO BOX 600 YORK BEACH ME 03910

Phone Number: 363-2884 Phone Number: 363-2884

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 NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)

___ Innkeeper License (C/F)

Number of Rooms: ___

Food and Beverage:

Food Service License (C/F)

Number of Seats: 0 / 0 (Existing / Proposed)

___ Liquor License (F/P)

___ Bottle Club License (F/P)

Entertainment:

___ Special Amusement License (F/P)

___ Dance Hall License (F/P)

___ Bowling Alley License (F)

___ Coin-Operated Amusement License (P)

___ Bingo, Beano and Games of Chance

Miscellaneous:

___ Transient Seller's License

___ Flea Market License

___ Junkyard, Auto Graveyard/Recycling License

___ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 22, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Changes to the Traffic Safety Ordinances

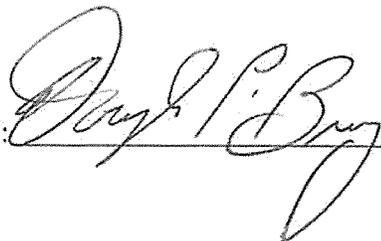
DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The options available to the Board would be to make the proposed changes or do nothing. By making the proposed changes, parking would be prohibited on Route 1 in the Town of York. To do nothing would leave the current parking restrictions in place and allow for parking on Route 1 in certain locations. The attached GIS map shows areas where parking is currently prohibited.

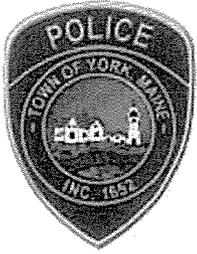
Maine DOT staff have been contacted about this proposed change and they support this change.

RECOMMENDATION: Review the changes to the Traffic Safety Ordinance and send the proposed revisions forward for a public hearing and at the closing of the public hearing adopt the changes to the parking ordinance.

PROPOSED MOTION: I move to adopt the changes to the Traffic Safety Ordinance June 27 , 2016.

PREPARED BY: Lt. Owen T. Davis

REVIEWED BY: 



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch
Non Emergency
(207) 363-4444

Administration
(207) 363-1031

Facsimile
(207) 361-6818

www.yorkpolice.org

MEMORANDUM

DATE: May 2, 2016

TO: Town Manager Steve Burns

Cc: Chief Douglas Bracy

FROM: Lt. Owen Davis

SUBJECT: Parking Revisions in the Traffic Safety Ordinance

As we continue to work to improve traffic safety along Route 1, I am proposing that we amend the traffic safety ordinance to prohibit parking on Route 1. There should be no parking on either side of Route 1 from the Kittery town line to the Ogunquit town line. Parking along Route 1 creates a safety issue for vehicular traffic, pedestrians, and property owners. Vehicles parked on Route 1 creates a visual and physical obstruction that diminishes the safety for all using the roadway. As the Route 1 corridor continues to be developed and vehicular traffic increases it is only prudent to prohibit parking on this extremely busy roadway.

***Committed
to excellence***

Proposed Amendments

to be considered by the

Board of Selectmen

Amendments

1. Traffic Safety Ordinance

Amendment #1 *Traffic Safety Ordinance*

Explanation of Amendment: The purpose of this amendment is to add language in the Traffic Safety Ordinance regarding prohibiting parking Along Route 1.

Amendment: Amend “Schedule A – No Parking Zones” by repealing the following sections that specify prohibited parking areas along Route 1 and replacing them with a single section that prohibits parking along both sides of Route 1 from Kittery to Ogunquit town lines.

Schedule A - No Parking Zones

~~Route 1—within ten (10) feet of the pavement on either side near New Town Road from a point adjacent to and opposite NET Pole #85/27 northerly to NET Pole #85/30~~

~~Route 1—within ten (10) feet of the pavement on either side from Orchard Farm Road and CMP Pole #307 northerly to CMP Pole #289~~

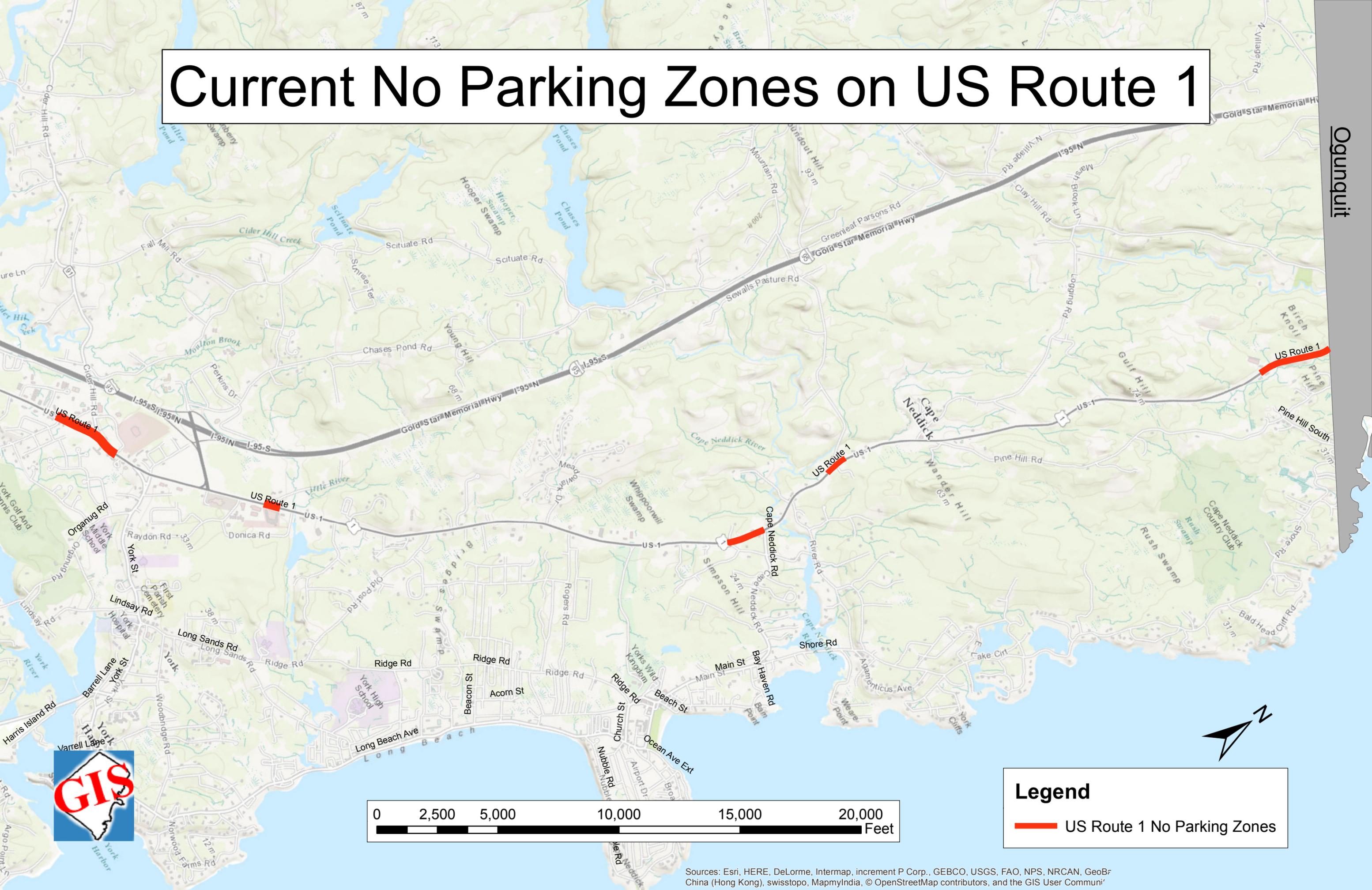
~~Route 1—either side from Clark Road to the intersection of Route 1 and Route 1A in Cape Neddick.~~

~~*Route 1 (Cape Neddick)—within ten (10) feet of the pavement on either side from the Wells York town line southerly to CMP Pole #20. (Pole #20 is south of Pasture Spring Motel).~~

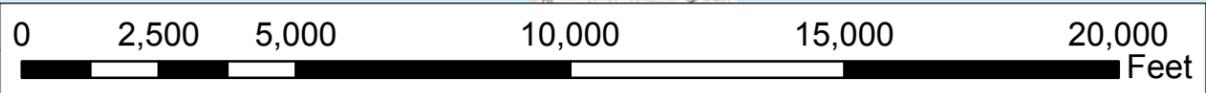
~~Route 1 (Cape Neddick)—within ten (10) feet of the pavement from CMP Pole #117 south of the Mountain Road intersection to CMP Pole #111 on the north side of Mountain Road intersection.~~

Route 1- on either side of Route 1 from the Kittery town line to the Ogunquit town line.

Current No Parking Zones on US Route 1



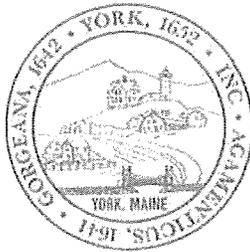
Ogunquit



Legend

 US Route 1 No Parking Zones

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBr, China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 21, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Consideration of Parking ordinance fines for Town of York

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board will discuss changing the current 2016 traffic safety fine schedule and may choose to make changes to revert back to the pre December 2015 fine schedule or maintain the current 2016 fine schedule. (see attached memo and information)

RECOMMENDATION: I would recommend that the Board of Selectmen reduced the current 2016 fine schedule back to the 2015 fine schedule as noted in the attached revision of the Traffic Safety Ordinance.

PROPOSED MOTION: I move that the Traffic Safety Ordinance Section 18: Violations and Penalties be reinstated to the pre December 14, 2015 fine schedule. (See attached ordinance changes)

FISCAL IMPACT: \$1,400

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY:

Douglas P. Bracy

REVIEWED BY:

[Signature]



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch:
Non-Emergency
(207) 363-4444

Administration:
(207) 363-1031

Facsimile:
(207) 361-6818

www.yorkpolice.org

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to excellence**

MEMORANDUM

DATE: June 22, 2016
TO: Town Manager Stephen Burns
CC: Board of Selectmen
FROM: Chief Douglas Bracy *DPB*
SUBJECT: DISCUSSION OF PARKING FINES

As with every action we take in life, consideration must be given to the big picture and in the case of raising parking rates and doubling of fines in the same year I find as your Chief, that although it was done with the best of intentions, the consequence has been to cast a less than favorable light on our Town with both its residents and those who come to visit. As we know there is a delicate balance to keep in providing all that we do with our beaches and parking areas while making it affordable for all. Parking fines should be looked at as a consequence to encourage compliance with our parking rules and regulations.

Over the last month I have experienced a multitude of people extremely upset with our increased parking fines to a degree that I have not experienced in all my years doing this. The Town Manager's Office as well as the Chamber of Commerce have also had numerous complaints in regards to the amount of the fines.

In evaluating fines regionally it is apparent that we are higher than most of the other communities in southern Maine and southern New Hampshire by nearly double. Although I do believe some of the violations such as blocking hydrants, sidewalks, and fire lanes should be increased I am proposing for this year to return to the 2015 rates as the department still

has nearly 2,000 tickets left from the 2015 season that haven't been disposed of and can allow us to implement the reduction in fine amounts immediately upon any decision by the Board. Any alteration of the 2015 ticket would require printing new tickets which will take a minimum of two to three weeks to have printed by the supplier and delivered to the police department. The older tickets we currently have will carry us through until additional tickets can be printed if the Board chose to adopt the 2015 fine schedule and timeframe of seven (7) days and not ten (10).

In looking at the rates I do not believe that this has been as contentious. The only criticism I have heard about the rates for the meters is from people who have gotten tickets while searching for quarters. I believe there is some problems with obtaining quarters in certain areas of the Beach as some businesses will not make change. Other than that fact the rates we set are fair and reasonable for communities like us in both southern Maine and southern New Hampshire and should remain in effect.

I have appealed to the Chamber of Commerce to work with their businesses to pitch in and provide change to visitors to make it easier for people visiting to meet their commitment to pay for their parking at metered spots. I think it is easy to remember that this is only a short time issue as we hope to have the new parking kiosks in place next season which will help to move us into the 21st century and to allow visitors to use a variety of payment options besides change.

Proposed Amendments
to be considered by the
Board of Selectmen

Amendments

1. Traffic Safety Ordinance

Amendment #1 *Traffic Safety Ordinance*

Explanation of Amendment: The purpose of this amendment is to reduce the penalty parking fees for meters, overtime, hydrant, permit parking, horse drawn vehicles and “other” violations and to decrease the required number of days required to pay the parking ticket (tag).

Amendment: Amend Section 18: Violations and Penalties for Parking Tickets (“Tags”) bullet points 1, 2, 3, 5, and 7 with the following fee decreases and time allocated for remittance:

Section 18: Violations and Penalties for Parking Tickets (“Tags”)

Any person violating any of the provisions of this Ordinance shall be punished by a fine of not less than \$15 and not more than \$250 for each offense to be recovered for the use of the Town; provided, however, that persons receiving “tags” for illegal parking may waive all court action and pay to the Chief of Police at the Police Station the applicable penalty set forth herein below in full satisfaction of such violation:

- Meters - The sum of ~~\$50~~ \$25, if paid within ~~10~~ 7 days of the time when such “tag” was attached to the vehicle or the sum of ~~\$75~~ \$50, if paid more than ~~10~~ 7 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (~~December 14, 2015~~)
- Overtime - The sum of ~~\$50~~ \$25, if paid within ~~10~~ 7 days of the time when such “tag” was attached to the vehicle or the sum of ~~\$75~~ \$50, if paid more than ~~10~~ 7 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued.
- Hydrant - The sum of ~~\$100~~ \$50, if paid within ~~10~~ 7 days of the time when such “tag” was attached to the vehicle or the sum of ~~\$200~~ \$100, if paid more than ~~10~~ 7 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued.
- Handicap - The sum of \$250.
- Permit Parking - The sum of \$50, if paid within ~~10~~ 7 days of the time when such “tag” was attached to the vehicle or the sum of \$100, if paid more than ~~10~~ 7 days after the time

when such “tag” was attached to the vehicle, but before a Court Summons is issued.
(~~April 27, 2004~~)

- Horse Drawn Vehicles - The sum of ~~\$50~~ \$25, if paid within ~~10~~ 7 days of the time when notice of violation was given or the sum of ~~\$100~~ \$50, if paid more than ~~10~~ 7 days after the time when notice of violation was received, but before a Court Summons is issued
- Other Violations - The sum of ~~\$50~~ \$25, if paid within ~~10~~ 7 days of the time when such “tag” was attached to the vehicle or the sum of ~~\$75~~ \$50, if paid more than ~~10~~ 7 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (~~December 14, 2015~~).

2015 ↓

Traf-O-Teria System - El Dorado, KS 67042

DATE / / TIME A.M. P.M.

REG. NO. _____ COMM. PASS.

STATE # LOCATION _____

METER NO. _____ VEHICLE _____

TYPE _____ COLOR _____ OFFICER _____

SORRY, YOU HAVE VIOLATED OUR PARKING ORDINANCE.

	WITHIN 7 DAYS	AFTER 7 DAYS
<input type="checkbox"/> 1. METER	\$25.00	\$50.00
<input type="checkbox"/> 2. ELLIS SHORT SANDS PARK	\$25.00	\$50.00
<input type="checkbox"/> 3. FIRE HYDRANT	\$50.00	\$100.00
<input type="checkbox"/> 4. CORNER	\$25.00	\$50.00
<input type="checkbox"/> 5. DRIVEWAY	\$25.00	\$50.00
<input type="checkbox"/> 6. SIDEWALK	\$25.00	\$50.00
<input type="checkbox"/> 7. IMPROPER PARKING	\$25.00	\$50.00
<input type="checkbox"/> 8. DOUBLE PARKED	\$25.00	\$50.00
<input type="checkbox"/> 9. RESTRICTED AREA	\$25.00	\$50.00
<input type="checkbox"/> 10. LEFT SIDE	\$25.00	\$50.00
<input type="checkbox"/> 11. FIRE LANE	\$25.00	\$100.00
<input type="checkbox"/> 12. PERMIT PARKING	\$50.00	\$250.00
<input type="checkbox"/> 13. HANDICAP		
<input type="checkbox"/> 14.		

BY _____ \$ _____

OWNER _____

ADDRESS _____

DISPOSITION _____

YORK, MAINE

63013

2016 ↓

Traf-O-Teria System - El Dorado, KS 67042

DATE / / TIME A.M. P.M.

REG. NO. _____ COMM. PASS.

STATE _____ LOCATION _____

METER NO. _____ VEHICLE _____

TYPE _____ COLOR _____ OFFICER _____

SORRY, YOU HAVE VIOLATED OUR PARKING ORDINANCE.

	WITHIN 10 DAYS	AFTER 10 DAYS
<input type="checkbox"/> 1. METER	\$50.00	\$75.00
<input type="checkbox"/> 2. ELLIS SHORT SANDS PARK	\$50.00	\$75.00
<input type="checkbox"/> 3. FIRE HYDRANT	\$100.00	\$200.00
<input type="checkbox"/> 4. CORNER	\$50.00	\$75.00
<input type="checkbox"/> 5. DRIVEWAY	\$50.00	\$75.00
<input type="checkbox"/> 6. SIDEWALK	\$50.00	\$75.00
<input type="checkbox"/> 7. IMPROPER PARKING	\$50.00	\$75.00
<input type="checkbox"/> 8. DOUBLE PARKED	\$50.00	\$75.00
<input type="checkbox"/> 9. RESTRICTED AREA	\$50.00	\$75.00
<input type="checkbox"/> 10. LEFT SIDE	\$50.00	\$75.00
<input type="checkbox"/> 11. FIRE LANE	\$50.00	\$100.00
<input type="checkbox"/> 12. PERMIT PARKING	\$50.00	\$100.00
<input type="checkbox"/> 13. HANDICAP	\$250.00	\$250.00
<input type="checkbox"/> 14.		

BY _____ \$ _____

OWNER _____

ADDRESS _____

DISPOSITION _____

YORK, MAINE

89226

PARKING ORDINANCE

ATTACHMENT C

MUNICIPALITY	CONTACT NAME	METER HOURLY COST	PARKING LOT HOURLY COST	HANDICAP FINE	FIRE HYDRANT FINE	CROSSWALK FINE	PAY STATIONS - STREET/LOTS	CONTRACTOR FEES	COST OF TICKET	HOW LONG UNTIL THE FEE INCREASES?
Boothbay Harbor, ME	Louis Burnham, Parking Supervisor	\$ 1.00	\$1.00	\$ 250.00	\$ 250.00	\$ 20.00	none	Unknown	\$ 15.00	30 days
Kennebunk, ME	Michael Drew, Captain, Kennebunk PD	No Meters	\$20 a day	\$ 250.00	\$ 50.00		Yes	Unknown	\$ 50.00	Don't double tickets
Kennebunkport, ME	George Dow, Kennebunkport PD Captain	No Meters	\$3 or \$15 a day	\$ 250.00	\$ 50.00		Yes	Unknown	\$ 35.00	7 days
Ogunquit, ME	Lt. Buttrick, Ogunquit PD	No Meters	\$4 an hour	\$ 250.00	\$ 25.00		None	Unknown	\$ 25.00	7 days
Old Orchard Beach, ME	Dana Kelley, Chief of Police	\$ 2.00	\$2	\$ 250.00	\$ 50.00	\$ 25.00	none	Unknown	\$ 25.00	5 days
Wells, ME	Casey Welch, Wells PD	No Meters	\$16 a day	\$ 250.00	\$ 25.00		Yes	Unknown	\$ 35.00	7 days
York, ME	Cpt. Szeniewski, YPD	\$ 1.00	N/A	\$ 250.00	\$ 100.00	\$ 25.00	none	none	\$ 25.00	10 days
Hampton, NH	#4, Chief is Ed Parr, NH Parks & Rec	\$ 2.00	\$2 or \$15 a day	\$ 250.00	\$ 50.00	\$ 25.00	Yes	Unknown	\$ 25.00	add \$25 after 15 days
North Hampton, NH	#4, Chief is Ed Parr, NH Parks & Rec	\$ 2.00	\$2	\$ 250.00	\$ 50.00	\$ 25.00	Yes	Unknown	\$ 25.00	add \$25 after 15 days
Portsmouth, NH	Ruth Bowen, Parking Clerk	\$1.00 / \$1.50	\$1 / \$1.25 garage	\$ 250.00	\$ 25.00	\$ 25.00	Pay Stations On Street & Lots	Unknown	\$ 15.00	30 days
Rye, NH	Harriet Goff, Administration, Rye PD	\$ 1.75	\$15 per day	\$ 250.00	\$ 50.00	\$ 25.00	Streets (Pay Stations) & Lots	Unknown	\$ 50.00	5 days to pay
Seabrook, NH	TM William Manzi	No Meters	no costs	\$ 100.00	\$ 50.00	\$ 50.00	none	none	none	none
Newburyport, MA	Lynn Vamey, Assistant at Clerks Office	\$ 0.50	\$0.50	\$ 250.00	\$ 25.00	\$ 20.00	Yes	Unknown	\$ 15.00	21 days
Salisbury, MA	Sgt Roy	\$ 1.50	15 day - \$10 after 1800 hrs		\$ 20.00	\$ 20.00	none	stopped using mobile now	\$ 15.00	\$35 after 21 days



YORK
REGION

Kittery
Eliot
York
South Berwick
Cape Neddick

Chamber of Commerce

June 20, 2016

Dear members of the Town of York, Board of Selectmen,

On June 15 and 16, I received two complaints from visitors who had been issued \$50. parking tickets recently while visiting York Beach. I have included copies of both complaints. It is not uncommon for the chamber of commerce to receive two or three letters per year regarding parking violations. But, I have never received two within two days before.

With the increase in the cost of parking at the beach this year, the parking ticket amount has increased to \$50. As you can see from the enclosed visitor complaints, the excessive parking fine amount is very unwelcoming and is causing lost revenue for our businesses.

Speaking on behalf of the York Region Chamber of Commerce and the York Beach business owners, I ask that the Board of Selectmen review the current Town of York parking regulation and consider lowering the parking fine amount to \$25.

Thank you for your attention to this matter.

Sincerely,

Holly Roberts, Executive Director
York Region Chamber of Commerce
1 Stonewall Lane, York, ME 03909
207-363-4422
holly@yorkme.org
www.gatewaytomaine.org

FY17 Budget

Town of York Projected Revenues FY 2017

Account Name	FY 2012 Actual Revenues	FY 2013 Actual Revenues	FY 2014 Actual Revenues	FY 2015 Actual Revenues	FY 2016 Budgeted Revenues	FY2017 Proposed Revenues	Change + or -
Appeals Fees	1,500	2,000	3,000	2,020	3,500	2,500	(1,000)
Bad Check Chgs.	1,032	680	405	670	500	300	(200)
CATV Franchise	190,329	192,484	194,602	198,371	193,000	198,000	5,000
Ellis Park Reimb.	29,524	26,790	25,665	25,665	27,000	25,000	(2,000)
Excise Tax-Boats	29,633	28,586	28,849	27,945	29,000	29,000	0
Excise Tax-Vehicles	2,510,477	2,665,269	2,835,233	3,013,822	2,860,000	3,100,000	240,000
G/A Reimbursement	6,867	9,986	16,576	22,008	12,000	35,000	23,000
Gas Tax Refund	-	-	-	-	-	-	0
Investment Interest	43,388	43,860	32,036	33,521	33,000	23,000	(1)
Local Roads Subsidy	201,220	198,548	204,548	186,756	175,000	224,000	49,000
Map Sales	-	-	-	-	-	-	0
Meter Collections	209,754	206,272	209,582	194,575	215,000	315,000	100,000
Miscellaneous	84,185	65,555	86,897	88,509	76,600	75,000	(1,600)
Ordinance Fines	-	950	950	-	2,000	-	(2,000)
Parking Stickers	98,214	98,833	105,591	106,651	100,000	110,000	10,000
Photo Copies	886	740	1,492	1,419	1,500	1,400	(100)
Plumbing Permits	28,197	34,350	41,665	37,121	39,000	45,000	6,000
R/E Interest	173,201	139,924	130,234	138,303	148,000	125,000	(23,000)
Refrigerant Disposal Fee	312	459	200	-	300	-	(300)
State Rev Sharing	505,814	462,286	301,520	282,826	269,400	282,000	(1)
Tickets/Fines	72,474	76,386	95,943	92,376	115,000	130,000	15,000
Town Fee-Clerks	100,842	99,631	102,070	102,994	100,000	100,000	0
Transfer Station Permits	28,948	30,820	32,893	33,183	35,000	35,000	0
Totals	4,316,795	4,384,409	4,449,949	4,588,736	4,434,800	4,855,200	420,400

FY16 Year to Date

Revenues

Budgeted to Actual May 31, 2016
Compared to May 31, 2015

	Budget	Collected	Uncollected	% Collected	92% of the year	
					5/31/2015	16 v 15%
Excise - Vehicle	2,860,000	2,816,723	43,277	98.49%	2,681,718	5.03%
State Revenue Sharing	269,400	286,476	(17,076)	106.34%	273,330	4.81%
Rural Roads State Revenues	175,000	213,743	(38,743)	122.14%	186,756	14.45%
• Meter Collections	215,000	193,580	21,420	90.04%	171,669	12.76%
CATV Franchise	193,000	147,985	45,015	76.68%	145,819	1.49%
Interest on Unpaid Taxes	148,000	125,821	22,179	85.01%	123,681	1.73%
• Parking Ticket Revenue	115,000	101,036	13,964	87.86%	94,913	6.45%
Homestead Reimbursement	135,410	99,069	36,341	73.16%	99,150	-0.08%
Clerk Fees	100,000	93,225	6,775	93.23%	90,390	3.14%
• Parking Stickers	100,000	87,208	12,792	87.21%	78,241	11.46%
Plumbing Permits	39,000	47,666	(8,666)	122.22%	33,486	42.34%
Payment in Lieu of Taxes	37,000	37,000	-	100.00%	37,566	-1.51%
General Assistance Reimburse	12,000	36,799	(24,799)	306.66%	20,485	79.63%
Transfer Station Permits	35,000	27,040	7,960	77.26%	26,886	0.57%
Investment Interest Income	33,000	26,028	6,972	78.87%	27,070	-3.85%
Excise - Boats	29,000	25,779	3,221	88.89%	24,707	4.34%
Shoreland Fees	12,000	13,518	(1,518)	112.65%	11,415	18.42%
Veteran's Exemption	13,000	13,009	(9)	100.07%	13,116	-0.82%
Tree Growth	5,700	7,170	(1,470)	125.80%	5,703	25.73%
Miscellaneous	500	7,026	(6,526)	1405.14%	1,149	511.26%
Parking Lease	6,000	6,000	-	100.00%	6,000	0.00%
Zoning Ordinance Fines	2,000	5,025	(3,025)	251.25%	-	#DIV/0!
Ellis Park Reimbursement	27,000	3,270	23,730	12.11%	25,665	-87.26%
BETE Reimbursement	2,643	2,707	(64)	102.42%	2,627	3.05%
Tax Penalty	-	1,968	(1,968)	#DIV/0!	1,177	67.21%
Appeals Fees	3,500	1,600	1,900	45.71%	1,820	-12.09%
Shellfish Fees	-	1,110	(1,110)	#DIV/0!	1,035	7.25%
Photocopies Revenue	1,500	949	552	63.23%	1,374	-30.97%
Bad Check Fees	500	236	264	47.20%	670	-64.78%
Refrigerant Disposal Fee	300	-	300	0.00%	-	#DIV/0!
Liens/Discharges	2,400	(6,719)	9,119	-279.95%	(3,264)	105.82%
Totals	4,572,853	4,422,047	150,806	96.70%	4,184,354	5.68%



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 21, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Ellis Short Sands Park Ordinance

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached are the proposed amendment changes to the Ellis Short Sands Park Ordinance concerning the Section 3 Area III subsection I. Fines and Penalties: changing from 10 days to within 7 days and reducing the \$50.00 fine to a \$25.00 fine and changing from 10 days to after 7 days and reducing the \$75.00 to \$50.00 a fine. The Board desires to be consistent with the fines and timeframes of the Town of York Parking Fines and Penalties.

RECOMMENDATION: I would recommend that the Board of Selectmen accept the recommendation of the Ellis Short Sands Park Board of Directors to make the fines and payment dates consistent with the Town of York's Traffic Safety Ordinance.

PROPOSED MOTION: I move that the Ellis Short Sands Park Ordinance Section 3 Area III, subsection I, and to amended to make them to be consistent with the Town of York's Traffic Safety Ordinance (See attached ordinance changes)

FISCAL IMPACT: no cost

DEPARTMENT LINE ITEM ACCOUNT:

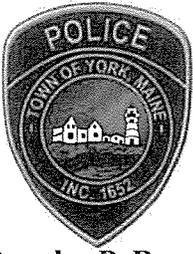
BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY:

Confer P Bray

REVIEWED BY:

[Signature]



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

June 23, 2016

Town of York Board of Selectmen
186 York Street
York, Maine 03909

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch
Non Emergency
(207) 363-4444

Administration
(207)363-1031

Facsimile
(207) 361-6818

www.yorkpolice.org

York Board of Selectmen,

The Ellis Short Sands Park Trustees voted unanimously on June 23, 2016 to amend the Ellis Short Sands Park Ordinance to become consistent with the Town of York Traffic Safety Ordinance.

Ellis Short Sand Park Ordinance Section 3 Area III, Subsection I - Fines and Penalties is amended to be consistent with the Town of York Traffic Safety Ordinance.

William Burnham Chariman
Ellis Short Sands Park Trustees

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to excellence***

Proposed Amendments

to be considered by the

Board of Selectmen

Amendments

1. Ellis Short Sands Park Ordinance

Amendment #1

Ellis Short Sands Park Ordinance

Explanation of Amendment: The purpose of this amendment is to revise the fines and penalties in order to make them consistent with the Traffic Safety Ordinance amendments.

Amendment: Amend Section 3 – VEHICLE PARKING regarding restrictions and conditions that apply to Area III of the Park with the following:

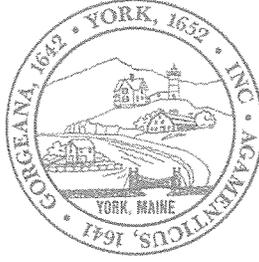
Section 3 AREA III VEHICLE PARKING - the following restrictions and conditions shall apply to Area III of the Park:

- A. Pedestrians shall have the right of way over all vehicular traffic at all times.
- B. Dates of Meter Operation: Parking of vehicles shall be controlled by parking meters beginning May 15 and continuing through October 15 of each season between the hours of 8:00am and 10:00 pm.
- C. Meter fees: The parking rate shall be \$2.00 per hour or as posted.
- D. Marked Parking Spaces: The Trustees shall have markings painted or placed upon curbs and/or pavement adjacent to each parking meter for the purposes of designating the parking space for which said meter is to be used and each vehicle parking adjacent to or next to any parking meter shall park within the limits of markings so established. It shall be unlawful and a violation to this ordinance to park vehicles across any such line or marking or to park said vehicle in such a position that the same shall not be entirely within the area so designated by such lines and/or markings.
- E. Depositing Fees in Meters: When any vehicle shall be parked in any space to which a parking meter is designated in accordance with the provisions of this ordinance, the operator of said vehicle shall, upon

entering said parking space, immediately deposit or cause to be deposited coin(s) of the United States or the Dominion of Canada as posted on the meter and put the meter into operation. Failure to deposit such coin(s) and put meter into operation shall constitute a violation of this ordinance and shall subject such operator to the penalty prescribed hereafter.

- F. Tampering with Meters: It shall be unlawful and a violation of the provisions of this ordinance for any person to deface, injure, tamper with, open and/or willfully break, destroy and/or impair any parking meter installed under the provisions of this ordinance.
- G. Slugs: It shall be unlawful and a violation of the provisions of this ordinance to deposit or cause to be deposited in any parking meter any slug, device, metallic substitute and/or any other substitute for a coin of the United States or Dominion of Canada.
- H. Duties of Meter Office: It shall be the duty of the police officers of the Town of York, or other such agent(s) as designated in writing by the Park Trustees, acting in accordance with instructions issued by the Park Trustees to report the following information applicable to any motor vehicle in violation of this ordinance: meter number, state license plate number, time of day and any other facts and/or knowledge that may be necessary for a thorough understanding of the circumstances attending such violation(s). Each such police officer or agent shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of provision of this ordinance
- I. Fines and Penalties: Each owner or operator may, within ~~ten (10)~~ *seven (7)* days of the time such notice was attached to such vehicle, pay to the York Police Department the sum of ~~fifty dollars (\$50.00)~~ *twenty five dollars (\$25.00)*. The failure of such owner or operator subject to the penalty to make such payment within the ~~ten (10)~~ *seven (7)* days shall render such owner or operator subject to the penalty of ~~seventy five dollars (\$75.00)~~ *fifty dollars (\$50.00)* for and in full satisfaction of such violation.

- J. Collection of Revenue: The Park Trustees shall designate such collectors and establish such methods as may be necessary for the proper collection of all coins deposited in meter boxes. Such collectors shall be only such employees as may be bonded by a sum of not less than one thousand dollars (\$1,000.00) for their duties. All monies so collected, meaning and including fines and penalties, shall be deposited with the Treasurer of Ellis Short Sands Park.
- K. Use of Revenue: All monies collected from parking meters and received from fines and penalties from any ordinance violations, shall be used exclusively for the general operation, maintenance and improvement of the Park at the direction of the Park Trustees.
- L. Speed Limit: Vehicular traffic shall not exceed fifteen (15) miles per hour, and shall proceed with caution at all times and yield to pedestrian right of way.
- M. Animals: Dogs, horses and/or any other domesticated animals are prohibited outside the owner's vehicle, except that dogs restrained by a hand leash may be allowed.
- N. Commercial Vehicles: Commercial vehicles and equipment are prohibited except where required for maintenance and service of the Park
- O. The use of Frisbees and the playing of other games that which may endanger other persons are prohibited from May 1 through October 15 of each year.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 22, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Ordinance Amendments for November 2016

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The following ordinances are intended to be brought forth for public hearing in July:

1. Interpretation of District Boundaries: The amendment adds clarification language in the zoning ordinance to ensure zoning boundaries form an invisible vertical plane from the ground up;
2. Wetlands Protection Overlay District: The amendment repeals subjective language in the ordinance and clarifies standards for the construction of driveways, utility's and road crossings;
3. Article 8- Shoreland Overlay District: The amendment incorporates state mandated changes to the Shoreland Zoning Act. Additional language has been integrated within the ordinance to enhance wetland and surface water resource protections;
4. Definition of Building Height: The amendment defines average pre-development grade for the purpose of measuring building height and ensures professional certification of a proposed building project;
5. Definition of Wireless Communications Facility: The amendment repeals and replaces the current definition of Wireless Communications Facility to accurately represent changes in wireless telecommunication capabilities;
6. Expansion of the Village Center Local Historic District: The amendment is to enlarge the Village Historic District by adding twelve (12) parcels that predominately abut Long Sands Road.
7. Alarm Systems Ordinance: The Police Department has developed this ordinance to ensure proper installation and use of alarm systems, minimize false alarms and inappropriate use of municipal resources in response to these false alarms, and to clarify rights and responsibilities of the property owner and of the Town;
8. Amendment to the Street Opening and Culvert Ordinance: In another step forward in the towns efforts to foster cooperation with public sewer and public water providers the proposed amendment consists of waiving the \$100 application fee for work done in a public street, sidewalk, right-of-way or drainage way by a public sewer or public water provider.

RECOMMENDATION: Hold a Public Hearing on July 18th regarding the ordinance amendments mentioned above.

PROPOSED MOTION: Motion to hold a hearing on July 18th regarding the following ordinance amendments: Interpretation of District Boundaries; Wetlands Protection Overlay District; Article 8-Shoreland Overlay District; Definition of Building Height; Definition of Wireless Communications Facility; Expansion of the Village Center Local Historic District, and Alarm Systems Ordinance.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: Dylan Smith, Planning Director

REVIEWED BY: 



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

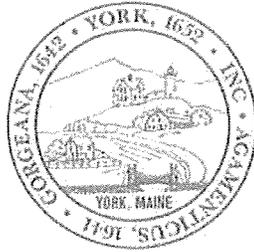
SUBJECT: Parking Kiosk Selection Process

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Chief Bracy will provide a brief summary of the status of our research to date into parking kiosks and the process moving forward to next parking season. The discussion is timely given our action items for parking fines.

RECOMMENDATION: n.a.

PROPOSED MOTION: n.a.

Prepared by Stephen H. Burns, Town Manager:



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 21, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 27, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: MOU regarding a simulcast radio system agreement with RBDD Cliff House Acquisitions LLC and Town of York	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town's communication department is requesting permission to enter into a Memorandum of Understanding allowing the Town to take ownership of a simulcast radio system that will become part of the Town's communication infrastructure. The unit is being installed by the owners of the Cliff House as part of an agreement to meet the needs of public safety communications in their buildings and surrounding property.

RECOMMENDATION: To approve the MOU presented between the Town of York and the RBDD Cliff House Acquisitions LLC, regarding the simulcast radio system to be installed at the site.

PROPOSED MOTION: I move to adopt the MOU between the Town of York and the owners of the Cliff House properties – RBDD Cliff House Acquisitions LLC regarding communications equipment and allow the Town Manager to have the authority to sign the MOU and any other agreements necessary to accomplish the transfer of ownership and fulfill the obligations needed to meet the requirements for this system to become part of the Town's emergency communication infrastructure.

FISCAL IMPACT: none

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY:

Joseph P. Bray

REVIEWED BY:

[Signature]

**MEMORANDUM OF UNDERSTANDING
REGARDING
RADIO COMMUNICATION EQUIPMENT
AT THE CLIFF HOUSE**

This Memorandum of Understanding (“MOU”) is made this ____ day of June, 2016 by and between the **TOWN OF YORK**, a municipality duly authorized and existing under the laws of the State of Maine (hereinafter “Town”), and **RBDD CLIFF HOUSE ACQUISITIONS LLC**, a Delaware limited liability company (hereinafter “Cliff House”), collectively the “Parties.”

WHEREAS, the Cliff House owns property located at 591 Shore Road, York, Maine (hereinafter the “Property”) and operates a hotel and related functions on said Property;

WHEREAS, the Cliff House is currently undergoing renovations and construction to the Property, which are subject to certain building and safety codes and regulations currently in effect;

WHEREAS, the Town’s Fire Chief has indicated that certain sections of the National Fire Prevention Association (NFPA) Codes, specifically NFPA 1 (2006), NFPA 101 (2009), NFPA 72 (2013) and NFPA 1221 (2013) (hereinafter the “Codes”), require certain emergency notification systems. The Fire Chief anticipates that newer versions of these Codes will be adopted by the State of Maine and/or the Town of York in the near future and will likely include additional requirements regarding emergency communications. In order to satisfy the requirements of the Codes as currently adopted and as anticipated to be adopted with regard to emergency notification systems, the Fire

Chief has authorized the Cliff House to install an antenna on the Property to provide a simulcast radio system (hereinafter the “Facilities,” as further defined in Paragraph 3 below) for use by the Town’s public safety departments. The Fire Chief has indicated that these Facilities will satisfy the Codes as are currently in effect and as reasonably anticipated to be adopted in the near future regarding emergency notification and radio communication accessibility; and

WHEREAS, the Cliff House is willing to permit installation of the Facilities on the Property in order to satisfy the requirements of these Codes as cited herein; and

WHEREAS, the Parties desire to set forth the terms of purchase, installation, ownership and maintenance of the Facilities.

NOW, THEREFORE, the Parties agree as follows:

1. The Town shall purchase directly from Motorola Solutions, Inc. (“Motorola”) certain VHF and Analog radio equipment and accessories. The Cliff House shall reimburse the Town for said equipment.

2. The Cliff House shall purchase directly from 2-Way Communications Service, Inc. (“2-Way”) other equipment including VHF and GPS antenna systems, microwave link, network equipment, and integration hardware and accessories. 2-Way shall also provide installation of all equipment, hardware and accessories, as necessary and appropriate, purchased by the Town from Motorola and purchased by the Cliff House from 2-Way.

3. All equipment purchased by the Town under Paragraph 1 and by the Cliff House under Paragraph 2 shall constitute the Facilities as referenced herein.

4. The Cliff House shall be responsible for the entire cost of the purchase and installation of the Facilities.

5. The Parties shall enter into various agreements to define, at a minimum, the ownership, use, maintenance, removal, relocation, replacement and insurance of, and upgrades and access to the Facilities by the Parties respectively. Said agreements shall be executed prior to installation of the Facilities to the greatest extent practicable.

6. The Cliff House will transfer ownership of the Facilities, as personal property and not as real estate, to the Town through a bill of sale or some other form of agreement that the Parties deem appropriate.

7. The Cliff House will grant the Town access to the Facilities by reasonable means across the Property for the purpose of operating, inspecting, servicing, maintaining, and repairing the Facilities through a license agreement or some other form of agreement that the Parties deem appropriate.

8. The Town shall be solely responsible for the periodic and regular maintenance of the Facilities, and all costs associated therewith, the details of which shall be set forth in the license agreement as referenced in Paragraph 7 or some other form of agreement that the Parties deem appropriate.

9. The Parties will individually purchase and maintain commercial general liability insurance for injury to or death of one or more persons and for damage or destruction to property as the same may specifically relate to the Facilities. The Parties will name one another as additional insured on said policies, respectively. The Town will purchase and maintain a policy insuring against the loss or damage to the Facilities at full replacement

cost. The Parties will 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.

10. The Parties shall share equally in the cost of replacement of the Facilities in the event of damage to or failure of the Facilities that render the Facilities inoperable during such time as the Cliff House is using the Facilities to satisfy the Codes. The Cliff House reserves the right to satisfy the Codes by other appropriate means at any time and shall not be responsible for any cost of replacement of the Facilities at any time after which the Cliff House no longer uses the Facilities for the purpose of satisfying the Codes. The Cliff House will permit the Town to continue use of the Facilities on the Property under such other terms that are mutually agreeable to the Parties at such time. In the event any other parties are granted access to use or otherwise benefit from the use of the Facilities, those parties shall be responsible to share in the cost of replacement based upon such usage. It shall be the responsibility of the party granting access to the Facilities to notify the user of said share in the replacement costs as outlined in this Agreement and any subsequent related agreements between the Parties. This provision shall not apply to any replacement of the Facilities that may occur at the discretion of either party for the sole purpose of technology upgrades or that is otherwise not necessary for the use, operation, safety or integrity of the Facilities. If the Town or the Cliff House independently determines that it desires to upgrade the Facilities for any reason other than absolute necessity, that party shall be solely responsible for the cost of replacement.

The details of the reasons for and the cost sharing and other responsibilities of the Parties related to replacement of the Facilities shall be set forth in the license agreement as referenced in Paragraph 7 or some other form of agreement that the Parties deem appropriate.

11. The Cliff House shall be permitted by the Town to temporarily relocate the Facilities, at its sole cost, in the event that relocation is required for purposes of conducting necessary maintenance or construction on the Property, provided that the Facilities shall remain in operation and good working condition at all times other than the period of time necessary to uninstall, relocate and install the Facilities to the temporary location. The Cliff House shall provide reasonable notice to the Town of the need to temporarily relocate the Facilities and shall grant the Town access to the Facilities in the temporary location for purposes of operation and maintenance. In the event the Facilities must be permanently relocated, the Parties agree to provide written notice to one another and to negotiate the terms of the relocation in good faith. The details of temporary and permanent relocation of the Facilities shall be set forth in the license agreement as referenced in Paragraph 7 or some other form of agreement that the Parties deem appropriate.

12. No amendment or modification of this MOU will be binding unless evidenced by an agreement in writing signed by an authorized representative of the Town and the Cliff House. In the event any issue arises under this MOU regarding the rights and responsibilities of the Parties, they shall meet and attempt in good faith to resolve any such dispute before it is brought to any other forum.

13. If any provision of this MOU is held invalid or unenforceable, the remaining provisions will remain valid and enforceable to the fullest extent permitted by law.

14. This MOU contains the complete and entire agreement of the Parties.

15. The Town of York and the Cliff House represent that the respective signatories of this Agreement are duly authorized to enter into this MOU. By its authorization of the Town Manager to enter into this MOU, the Board of Selectmen also authorize the Town Manager to enter into all other agreements referenced herein that may be reasonably necessary to fulfill the obligations set forth in this MOU, including, but not limited to, a bill of sale for the transfer of ownership of the Facilities and a license agreement for the use of and access to the Facilities by the Town.

16. This MOU will be governed by the laws of the State of Maine, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

TOWN OF YORK

Witness

By: _____
Stephen Burns
Its Town Manager, duly authorized

RBDD Cliff House Acquisitions LLC

Witness

By: _____
Its _____, duly authorized



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch
Non Emergency
(207) 363-4444

Administration
(207)363-1031

Facsimile
(207) 361-6818

www.yorkpolice.org

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to excellence***

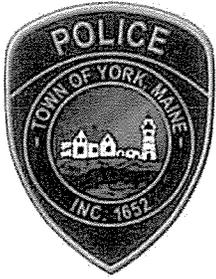
Memorandum To: Town Manager Stephen Burns
Subject: Simulcast Radio System MOU
With The Cliff House
Date: June 22, 2016
From: Lt. Robert J. Scamman

We have been working on developing a Memorandum of Understanding between the Town of York and the owners of the Cliff House Resort in relation to the operation of a Simulcast Emergency Radio system for quite some time now.

This all developed as a result of the renovations taking place at the Cliff House and the Life Safety requirements that are in place or being adopted by the State. As a result of these requirements there was a need to upgrade their emergency communications system and a Bi-Directional Antenna System was first looked into. As a result of discussions with York Beach Fire Chief David Bridges an alternate proposal to install a Simulcast Radio System was developed.

A Bi-Directional System would not provide adequate coverage outside of the Cliff House buildings especially out along the cliffs etc. In looking at a Simulcast System it would enhance communications inside and outside of the Cliff House properties including the cliff areas and at a cost that was roughly half that of a Bi-Directional System.

This Simulcast System also enhances emergency communications to residents and tourists in surrounding properties of the Cliff House which is why we strongly support this adoption of this MOU and are willing to take ownership of the system and maintain it in good working order.



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Memorandum

Mailing Address:
36 Main Street
York, Maine 03909

To: York Planning Board
From: Police Chief Douglas P. Bracy
Fire Chief David Bridges

Dispatch:
Non-Emergency
(207) 363-4444

Subject: April 12, 2016
Date: Cliff House Simulcast Radio System

Administration:
(207) 363-1031

Facsimile:
(207) 361-6818

www.yorkpolice.org

In reviewing the Cliff House Project from a public safety perspective one of the concerns raised early on with the owners and their representatives was with emergency communications in their hotel. Due to the size and density of the buildings and the fact that several levels were below grade in the bedrock facing out to the ocean both the police and fire departments had experienced problems in the past either transmitting out of the building back to dispatch or to units responding to the scene.

NFPA codes require a bi directional antennae system which would only enhance the signal coming in and out of the buildings. This would do nothing for a guest who may fall on the rocks down in front of the hotel or for someone who may have been swept off the rocks.

Both Fire Chief Dave Bridges and I worked with the owner's representatives and our radio vendor Two Way Communications to come up with solutions to this problem to enhance the safety of guests, employees, and first responders at the hotel. During our investigation we looked at both bi-directional and simulcast solutions

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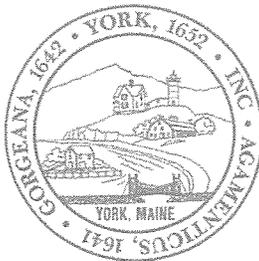
to improve communications for first responders when servicing the Cliff House properties. Bi directional costs were extremely expensive and only covered the immediate area within the buildings. Simulcast on the other hand provided a better option as it would enhance both reception and transmissions of first responders, both in the buildings and in fact in properties in the area up and down the coast in the area of the Cliff House. For that reason we directed our radio vendor to put together a plan for what this option would cost, where it could be located, and how it would appear on the building.

The system will utilize a combiner system which will be located in a room on the top floor of the Cliff Spa building. The use of a combiner allows for only a single antennae to be used to connect police, fire, and town government frequencies with dispatch. The vendor has directed us to utilize a "skyblue" antennae style that blends into the back drop and is not easily seen from the ground. Initially the system will be tied through radio loop lines to dispatch. This will be changed to a microwave system when the new police facility is completed later this year. The roof array has been tucked into the solar panel arrangement on top of the CliffSpa building and will not be visible from ground level.

This location allows for signals to be picked up even at the ocean's edge in front of the hotel and is located far enough out to cover the entire CliffScape building even below street level which has been one of the most difficult buildings to get out of prior to this project.

Being part of the town's radio system it was also imperative that we exercise control over this site as it would directly affect our entire communication's system if something was to affect it. It is being proposed that upon completion of the entire system that it will become the Town's property and will be the responsibility of the Town to maintain this system if there was a problem with the system with our own

contracted technicians. An MOU is currently being drafted for the owners of the Cliff House properties at this time to layout this agreement.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 17, 2016	<input type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 27, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Collective Bargaining Agreements: Fire and Dispatch	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Approve the collective bargaining agreements (2) between the Town of York and the York Firefighters Association Local 3622 and the Town of York and the NEPBA Local #640 for the York Communication Unit.
2. Not approve the collective bargaining agreements between the Town of York and the York Firefighters Association Local 3622 and the NEPBA Local #640 for the York Communication Unit.

RECOMMENDATION: Approve the collective bargaining agreements between the Town of York and the York Firefighters Association Local 3622 and the NEPBA Local #640 for the York Communication Unit.

PROPOSED MOTION: Two motions to be made;
I move to approve the collective bargaining agreement between the Town of York and the York Firefighters Association Local 3622 date July 1, 2016 through June 30, 2019.
I move to approve the collective bargaining agreement between and the Town of York and the NEPBA Local #640 for the York Communication Unit dated July 1, 2016 through June 30, 2019.

FISCAL IMPACT: Varied

DEPARTMENT LINE ITEM ACCOUNT: Multiple

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Liam Gallagher, HR Director

REVIEWED BY: 



Town of York

186 York Street
York, Maine 03909-1314

To: Board of Selectmen
Cc: Stephen H. Burns, Town Manager
From: Liam Gallagher
Subj: Collective Bargaining Agreements: Fire and Dispatch
Date: June 17, 2016

The Town has come to tentative agreements at the bargaining table with the Dispatch and Fire units. The agreements, as proposed, include the following changes to economic items

Wages

At the onset of negotiations we identified an objective of moving to an inflationary based metric for future cost of living adjustments to wage scales while moving away from guaranteed increases that have, particularly recently, been well above most standard metrics of inflation. By year three of the agreement we will see a COLA measure of 0% - 5%.

Effective July 1, 2017 (FY17/year 1) the agreements provide a 2.25% cost of living adjustment. Year 2 of the agreements (FY18) provide a COLA of 1% – 5% based on the CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers). Year 3 of the agreement (FY19) provides a COLA of 0% - 5% based on the CPI-W.

Insurance

Following a substantial insurance concession in the last three year agreement, we again sought changes to the medical insurance plan offerings as premiums continue to increase at a rate well above wages and inflation. We had three main objectives; reduce the employer's contribution to the most costly of the two current medical insurance plans, further incentivize employee movement to the less comprehensive of the two current plan options, and expand plan options moving forward.

Effective January 1, 2018, the Town will offer three medical insurance plans through the Maine Municipal Employee's Health Trust. The Town will contribute a dollar amount equal to 87.5% of the mid-level plan irrespective of the employee's plan election effectively capping the employer's contribution while increasing employee choice.

For both fire and dispatch groups, employees electing not to enroll in the medical insurance plan will be provided 25% of the employer premium moving forward (currently 50% for those hired prior to July 1, 2013, 25% for those hired after)

Retirement

The Town currently offers two retirement plan options; a defined benefit plan (MainePERS) in which the plan determines employer and participant (employee) contribution levels, and a defined contribution plan (ICMA-RC) in which the contributions are controlled locally.

Agreement

Town of York

and

York Fire Fighters Association

Local 3622

AFL-CIO-CLC

July 1, 2016 - June 30, 2019

York Firefighters Association - Local 3622
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AGREEMENT

This Agreement is made and entered into by and between the TOWN OF YORK, (hereinafter referred to as the "TOWN"), and the YORK FIRE FIGHTERS ASSOCIATION, LOCAL 3622, affiliated with the PROFESSIONAL FIRE FIGHTERS OF MAINE, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter referred to as the "UNION").

ARTICLE 1 - RECOGNITION

A. Pursuant to the Provisions of the Municipal Public Employees Labor Relations Act, (Title 26 M.R.S.A. Chapter 9A as amended), the Town recognizes the Union as the bargaining agent for all regular paid employees of the York Fire Department as defined by the Maine Labor Relations Board letter dated November 14, 1994, for the purpose of entering into an agreement relative to wages, hours, working conditions, and grievance arbitration procedures. Positions within the Fire Department that are excluded from the bargaining unit are on-call/volunteers, volunteer chiefs, and future full-time chiefs and assistant chiefs as defined by the Maine Labor Relations Board letter dated November 14, 1994.

B. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

ARTICLE 2 - BEREAVEMENT LEAVE

A. An employee shall be excused from work without loss of pay for up to two (2) days because of a death in the immediate family. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Days off shall be taken within three (3) calendar days of the death unless otherwise approved by the Town Manager. Immediate family is defined as spouse, parents, children, siblings, grandparents, grandchildren, step parent, step child, and other persons residing in the employee's household. The Town Manager may allow the use of sick leave time for additional days if so needed because of other circumstances.

ARTICLE 3 - BULLETIN BOARDS

A. The Town shall provide space on the Fire Department bulletin boards for use by the Union for official Union business of a non-derogatory nature. The space provided for the bulletin boards shall be a location mutually agreed upon by the Union and the Fire Chief.

ARTICLE 4 - CALL BACK PAY

A. Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of one (1) hour pay at the regular pay rate, except in those situations where overtime pay is required pursuant to the Fair Labor Standards Act.

ARTICLE 5 - DUES DEDUCTIONS

A. The Town agrees to deduct regular weekly union dues upon receipt of signed authorization form from an employee (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Union as to the amount for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer by the 10th of each month succeeding the month in which the deductions are made. The Town shall cease to make deductions upon the employee's termination or upon revocation of the authorization by the employee.

B. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of proceedings or liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with Section A.

ARTICLE 6 - EMPLOYEE RIGHTS

A. After completion of the probationary period, no member of the bargaining unit shall be suspended or discharged without just cause. An employee may appeal a decision pertaining to a suspension or discharge by utilizing the grievance procedure including binding arbitration pursuant to the procedures contained in Article 8.

B. In the event a member of the bargaining unit is disciplined (verbal or written reprimand), the employee shall have the right to appeal the decision by filing a grievance. The grievance may be appealed to the Town Manager. The grievance decision of the Town Manager shall be final and not appealable.

ARTICLE 7 - EXCHANGE/TRADING TIME

A. Fire fighters may be permitted, with the written approval of the Town Manager or designee, to substitute for one another on tours of duty (or some part thereof) in order to permit an employee to absent himself from work. Permission for such substitutions shall be the sole prerogative of the Town Manager or designee.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. A grievance shall be considered to be an alleged violation as to meaning and application of the specific terms of this Agreement.
- B. The bargaining unit member shall submit any grievance within thirty (30) calendar days of occurrence or knowledge thereof in writing to the Town Manager. Any grievance or appeal not submitted within the time limits mentioned above will be considered waived. The grievance shall contain a statement as to the nature of the allegation, the requested remedy, and the specific provisions violated along with any available documentation. The grievance shall be signed and dated.
- C. The Town Manager or his designee shall, within fifteen (15) days after receipt of the grievance, offer to meet with the employee and a representative of the Union for the purpose of resolving the dispute. The Town Manager shall submit his decision in writing to the aggrieved party not later than fifteen (15) days from the date the hearing occurred.
- D. Any grievance which has been properly processed through the grievance procedure set forth above and has not been settled at the conclusion thereof may be appealed to arbitration within fifteen (15) days from the date of the written decision of the Town Manager.
- E. In the event a grievance is appealed to arbitration as provided in the foregoing section, the parties may, within ten (10) days of the notice of appeal to arbitration, mutually agree upon a single neutral arbitrator or agree to utilize the services of the Maine Board of Arbitration and Conciliation. In the absence of mutual agreement, the Union shall within five (5) days submit a written demand for grievance arbitration with the American Arbitration Association. The arbitration shall be in accordance with the Rules and Regulations of the chosen Board or Association.
- F. The arbitrator(s) shall be requested to issue a decision within thirty (30) days after the hearing and argument has been declared closed. The arbitration decision shall be final and binding upon the parties, subject to appeal as provided by law. The arbitrator shall have no authority to add to, subtract from or modify this collective bargaining agreement.
- G. The expenses of the arbitrator shall be shared equally by the Town and the Union.
- H. Time limits may be extended by mutual written agreement.

ARTICLE 9 - HEALTH INSURANCE

- A. The Town shall provide through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive health care program. The Town will provide up to full family subscriber coverage. Employees may choose either the Point of Service (POS) C or POS 200 plan. For employees who elect the POS-C plan, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent. For employees who elect the POS 200 plan, the Town shall pay three hundred dollars (\$300.00) greater than eighty-five (85%) percent of the subscriber cost and the employee shall pay fifteen (15%) percent, less three hundred dollars (\$300.00).

Effective January 1, 2018, the Town shall offer through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive Point of Service (POS) - C, POS-200 and PPO-500 plans. The Town will contribute an amount equal to (87.5%) percent of the POS200 premium irrespective of plan selection with the member paying the applicable balance of said plan.

- B. Any employee contribution towards the monthly health insurance premium shall be done on a pretax basis.

- A. The Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. For employees enrolled in the MMEHT POS C plan or declining the Town provided medical insurance, the Town will contribute \$400 annually to the section 125 plan for each employee. For employees enrolled in the MMEHT POS 200 plan, the Town will contribute \$500 annually to the section 125 plan for each employee. Effective January 1, 2018, the Town will contribute \$500 annually to the section 125 plan for each employee.

D. Payment in lieu: A Firefighter may choose to obtain health insurance through an alternative source (ex. Spouse or Parent). If both the spouse and employee are covered by the Town of York's health insurance plan the Town will reserve the right to manage plan coverage in the manner most cost effective for the Town. Fire Fighters who do not receive health insurance through the Town of York will be paid 25% of the premium, less the basic life insurance premium, of the coverage that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first on or about January 1st and the second on or about July 1st for each of the previous six months. To be eligible for this benefit the recipient must show proof, satisfactory to the Town, that they

have health insurance from another source. This health insurance must be substantially equal to the policy that would otherwise be offered by the Town.

E. The Town shall adopt a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan.

F. Retirement Health Savings Plan - The Town will provide employees the opportunity to participate in a Retirement Health Savings Plan.

ARTICLE 10 - HOLIDAYS

A. The following days shall be recognized as legal holidays and shall be observed on the actual holiday observed nationally:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Washington's Birthday (Presidents Day)	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve*
Christmas	

*Employees working Christmas Eve will be provided 12 hours (1/2 day) holiday pay when granted to other Town Employees

B. Employees shall be compensated at the rate of twenty-four (24) hours' pay if they work the majority of the hours of their shift on the holiday and twelve (12) hours otherwise for all holidays, in addition to regular weekly wages.

ARTICLE 11 - INJURIES

A. Employees of the Fire department who are injured while on duty shall receive Workers' Compensation benefits pursuant to Maine law.

B. An employee may elect to use his accumulated sick leave in addition to any Workers' Compensation received to bring him up to full net pay.

C. The Town reserves the right to implement and make available a Return to Work Program for those ill or injured employees whose condition substantially limits their capacity to perform the essential functions of their job, and to educate employees about the purpose of this program.

D. An ill or injured employee may return to work or enter the Return to Work Program only after the Town's physician has determined that the employee is able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the Town would result. The employee shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. The cost of the impartial physician shall be borne equally by the parties.

E. After a period of six (6) consecutive months of absence from his regular employment position an employee shall not earn holidays, vacation days, or sick leave. Insurance benefits shall be continued during this period until such time as the employee's accumulated paid leaves become exhausted, thereafter the employee may continue to participate at his expense.

ARTICLE 12 - PERFORMING UNION DUTIES

A. Union officials may be permitted, with the prior written approval of the Town Manager, to conduct Union business from the fire station, provided that such business does not interfere with the operations of the department.

ARTICLE 13 - JURY DUTY

A. An employee on jury duty shall receive his regular allotted pay and turn over to the Town the funds received for jury duty, minus travel allowances allotted by the court system.

B. It is understood that if an employee is dismissed from jury duty, he is to return to work for the remainder of the day in order to receive pay benefits.

ARTICLE 14 - LAYOFF & RECALL

A. In the event the Town determines it is necessary to lay off personnel in the Fire Department, employees shall be laid off according to seniority and qualifications. Seniority shall be the determining factor except when a more junior bargaining unit member has significantly greater qualifications than the next senior bargaining unit member. In such circumstance, the junior employee may be retained and the next senior employee laid off.

B. The affected employee shall be provided a thirty (30) calendar day written notice of layoff.

C. Notwithstanding the grievance filing requirements contained in Article 8, the affected employee, with the consent of the Union, may file a written appeal within five (5) calendar days to the Town Manager requesting an expedited grievance arbitration hearing before arbitrator Andrew (Mark) Horton mutually agreed upon by the Town and the union or an arbitrator provided by Maine Labor Relations Board. To the extent possible, the arbitration hearing and written decision shall be conducted and issued prior to the expiration date of the thirty (30) calendar day layoff notice. In the event that the arbitrator is unavailable and the representative for the Town and the Union are unable to reach mutual agreement on another arbitrator, the expedited grievance arbitration rules and procedures of the American Arbitration Association shall be utilized. These time limits may be extended by mutual written agreement between the Town and the Union.

D. After such layoff, employees shall be recalled by inverse order of layoff. The recall period shall be twenty-four (24) months from the effective date of the layoff. Notice of recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid off employee. It shall be the responsibility of the employee to provide the Town Manager with the employee's current mailing address. The employee shall have fourteen (14) calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager in writing of his intent to accept the recall. The employee must return to work within thirty (30) calendar days from the date of the recall notice. In addition, for twenty-four (24) months after such layoff, no new regular paid employee shall be hired by the Town for employment in the department until all previously laid off employees have been given a written notice of recall.

ARTICLE 15 - MANAGEMENT RIGHTS

A. Except as otherwise clearly and expressly limited by a specific term of this Agreement, the Town has and retains all of its rights, powers, authority, discretion and prerogatives and the sole and exclusive right to manage and direct its operations and its employees. The Town's failure to exercise any function in a particular way shall not be deemed a waiver of its right of such function or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 16 - LICENSES

A. As a condition of employment, all members of the bargaining unit must hold and maintain a Basic license as an Emergency Medical Technician. In the event the initial License is obtained after the hire date of the employee, the Town shall pay the actual cost of the course and any re-certification.

All employees hired after July 1, 2013 must have a minimum of an Advanced-EMT (AEMT) License. All current employees hired prior to July 1, 2013 will be exempt from this requirement.

ARTICLE 17 - OVERTIME

A. If available, the Town shall guarantee seventy (70) work shifts of overtime for members of the bargaining unit on an annual basis commencing July 1 of each year. Thirty-five (35) of the guaranteed work shifts shall be designated for members of the bargaining unit assigned to the York Beach Fire Station and thirty-five (35) of the guaranteed work shifts shall be designated for members of the bargaining unit assigned to the York Village Fire Station. In the event that overtime opportunities exceed these guaranteed overtime shifts, the Fire Chiefs shall have the discretion to fill such extra overtime shifts with qualified reserve or volunteers. For the purpose of this article, qualified reserves or volunteers shall mean a person designated by the Town who meets the qualifications required for a full time firefighter.

The Town may immediately fill vacancies with a qualified replacement, as defined above, the result of a unit member's absence from work due to personal illness, injury or other qualified leave of absence if the leave can reasonably be expected to last three (3) or more months. The Town reserves the right to fill the vacancy on a per shift basis or assign a qualified replacement to the shift for the duration of the leave.

Members of the bargaining unit will not work more than forty-eight (48) scheduled hours or more than six (6) consecutive, forty-eight (48) hour, shifts in any "rolling" 21-day period. This scheduling restriction will not otherwise prohibit the department Chief from scheduling work related to, or the result of, natural disasters or other significant unforeseen events.

Members will be qualified at both fire stations upon mutual interest and agreement between the respective department Fire Chief and individual unit member. Requests by members to be cross-trained will be evaluated based on the department need and the budgetary implications of completing the required training. In the event interest in cross training is indicated by multiple members, preference will be given to the member requiring the least amount of apparatus training to bring them into compliance with the department's vehicle training program. Cross training on equipment will be scheduled in advance by the Fire Chief and performed by the full time firefighters subject to review & approval by the Fire Chief to be consistent with Bureau of Labor Standards requirements for training.

B. Overtime assignments within the respective fire stations (York Beach and York Village) shall be done on a rotation basis, initially being assigned to the most senior fire fighter for each building. Subsequent overtime assignments shall be made from the seniority list on a rotating basis. Seniority shall be determined by the established seniority list. For the purpose of the rotation list, refusal or non-availability except due to working the fire fighter's regular assigned tour of duty shall be deemed the same as acceptance for the selection process. If no member of the bargaining unit accepts the overtime assignment, then the Town may elect to fill the assignment with a qualified reserve or volunteer. If no volunteer is available, then the most junior employee must perform the overtime assignment. In such instances, the filling of the overtime assignment shall not be deducted for the guaranteed overtime assignments contained in Section A. Fire fighters are eligible for overtime in both stations.

C. Any overtime hours ordinarily appended to the employee's normal work week shall be in addition to the above guaranteed overtime hours.

D. For the purposes of calculating overtime, hours worked shall include vacation leave, holiday pay and worked related injury pay. It shall not include sick leave, bereavement leave, or reserve service leave.

ARTICLE 18 - PENSION

A. The Town's share of the Maine Public Employees Retirement System will be Maine PERS employee contribution deducted through payroll deductions.

B. All full-time employees hired before July 1, 2016, not participating in the Maine PERS plan offered by the Town, will receive a contribution equal to 7.5% of the employee's wages toward an I.C.M.A. defined contribution program. For employees hired on, or after, July 1, 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to a I.C.M.A. defined contribution program.

C. All full-time employees participating in the Maine PERS Program offered by the Town who wish to participate in the I.C.M.A. program may do so at their own expense through payroll deduction.

D. Any approved Town contribution would not include outside duty pay in calculating yearly earnings.

E. The Maine PERS retirement plan is defined as plan 2C (1/2 pay, 25 years of service, no age) for all future service only, effective July 1, 2005 as adopted by the Board of Selectmen on August 17, 2004.

ARTICLE 19 - SENIORITY

A. The Town shall establish a seniority list. The list shall be verified on the first day of July of each year and posted for a minimum period of thirty (30) calendar days in each station. A copy of the list shall be given to the Union Steward on request. Disagreements with the seniority list may be grieved.

B. Seniority shall be established as of the last date of permanent full-time hire, within the unit, and shall not include any previous employment with the Town.

C. Employees shall serve a one (1) year probationary period after initial hire. All benefits of this Agreement, unless expressly excluded, shall be applicable to these employees.

ARTICLE 20 - SAVINGS CLAUSE

A. If any provision of this Agreement shall be contrary to any law of the United States or the State of Maine, that provision shall be deemed invalid and such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 21 - SICK LEAVE

A. Sick days are to be used only for illness or injury which prevents an employee from performing his assigned duties or other responsibilities within the Town. Sick leave shall accrue at the rate of one (1) twelve hour day per month, with a maximum accrual of sixty (60) twenty-four (24) hour days.

B. After two (2) consecutive sick days, the fire fighter must provide written verification from a physician as to the nature of the illness or disability that caused the absence, if requested by the Town Manager. The cost of the requested medical verification shall be borne by the Town. Failure to provide such verification may result in discipline, including loss of pay.

C. After the 60 days are accumulated, a fire fighter will be paid at the end of each contract year for fifty percent (50%) of unused sick days over the 60 days, except in no case shall the number of days reimbursed exceed three (3) days. The remaining fifty percent (50%) of unused sick days may be used for sick leave only and not for reimbursement purposed.

D. Sick leave may be used for attendance upon members of the immediate family or members of the household up to four (4) days per year where the nature of the illness requires the employee to provide care for the family member. Additional time may be granted with the approval of the Town Manager.

E. Medical or dental appointments will be charged to sick leave on a prorated basis.

F. Sick leave shall be charged by the number of hours used.

G. Upon severance of employment, except in the case of a discharge, a fire fighter shall receive one-half of accrued sick leave, not to exceed 30 days.

ARTICLE 22 - CLOTHING ALLOWANCE

A. The Town agrees to fund a clothing allowance of \$800.00 per employee for the acquisition and replacement of uniforms and associated articles of clothing, including footwear. This benefit will be paid in two equal installments and will be subject to all applicable withholdings and taxes.

ARTICLE 23 - VACATIONS

A. All employees after one (1) year of continuous service with the department shall receive three (3) days (72 hours) of paid vacation.

B. All employees after two (2) or three (3) years of continuous service with the department shall receive six (6) days (144 hours) of paid vacation.

C. All employees after four (4) or five (5) years of continuous service with the department shall receive seven (7) days (168 hours) of paid vacation.

D. All employees after six (6) years through ten (10) years of continuous service shall receive eight (8) days (192 hours) of paid vacation.

E. All employees after eleven (11) years or more of continuous service shall receive ten (10) days (240 hours) of paid vacation.

F. At the discretion of the Fire Chief, employees may accumulate and carry forward into the next contract year a maximum of five (5) vacation days. Additional vacation days beyond the five (5) may be allowed by the Town Manager. Employees can "cash in" up to three (3) days at the end of the fiscal year.

G. Vacation requests shall be submitted in writing to the Town Manager or his designee at least one week prior to the proposed time off. All vacation requests shall be granted based on seniority. All vacation requests shall be made in twelve-hour increments.

H. An employee who retires, resigns, or dies prior to taking his vacation shall be entitled to all accumulated vacation days.

ARTICLE 24 - WAGES

A. Wages effective July 1, 2016 will be explicitly provided in Appendix A.

1. Beginning July 1, 2016, or as soon as the contracted is ratified the cost of living will be 2.25 percent.
2. Beginning July 1, 2017, the cost of living will be equal to the CPI-W for the 12-month period ending December of 2016 at a rate not less than 1% and not more than 5%.
3. Beginning July 1, 2018, the cost of living will be equal to the CPI-W for the 12 month period ending December of 2017 at a rate not less than 0% and not more than 5%.

All wage adjustments referenced in this agreement shall expire June 30, 2019. The terms of any future increases shall be negotiated.

Effective July 1, 2016, all unit members agree to receive their regular wages by direct deposit.

ARTICLE 25 - APPENDICES AND AMENDMENTS

A. All appendices and amendments to this Agreement shall be lettered, dated, ratified, and signed by the responsible parties.

ARTICLE 26 - DURATION

- A. Duration of this Agreement: This Agreement shall be in effect and binding upon both the Town and Union during the period July 1, 2016 through June 30, 2019. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.
- B. This agreement except for its duration period, as specified, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with

negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Any and all agreements reached during any mid-term bargaining session[s] shall become an addendum to this agreement.

- C. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the day and year written below.
- D. The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26, M.R.S.A. §965(E)

ARTICLE 27 - PHYSICAL WELLNESS

A. Annually the Town will retain a physical fitness professional acceptable to the Union to develop a physical fitness program for each employee. Each program shall be designed to keep the employee in good physical condition so the employee can safely and comfortably fulfill the physical requirements imposed upon a Fire fighters EMT. The Department Chiefs shall encourage each employee one to two hours per shift to accomplish this task. The Town and the Union will work together to find mutually acceptable exercise facilities. The Town will adopt a Wellness and Fitness Program as described in Exhibit B. All full-time employees will be evaluated on a pass/fail basis on or before June 30th of each year.

It shall be the responsibility of the bargaining unit member to ensure that all necessary compliance paperwork is submitted to the town by June 30th annually. Failure to submit the required paperwork by June 30th shall be considered a violation of the collective bargaining agreement. It is further understood that the unit members can use their primary care physicians to complete the medical examination. The Union will develop Exhibit B standard form that shall be used for the physicians to certify each Fire Fighters physical fitness.

Should a bargaining unit member exhibit indications or actions, at any time, that could reasonably call into question the members fitness for duty, the Town Manager, or his or her agent, reserves the right to request a fitness for duty evaluation at the Town's expense.

- B. Commencing July 1, 2014, every member of the bargaining unit will be required to take a physical assessment annually. Members' will be compensated four-hundred dollars (\$400.00) for taking the assessment in the second year of the Collective Bargaining Agreement. Effective July 1, 2015, the third year of the agreement, only members who successfully complete the assessment will be compensated four-hundred dollars (\$400.00).

Effective July 1, 2018, members of the unit will be required to take two (2) physical assessments annually; one in the fall and one in the spring. Members who successfully complete the assessment will be compensated four-hundred dollars (\$400.00) per assessment.

Prior to participating in the assessment provided in Appendix C, members agree to provide the Town with Appendix B (Medical and Fitness Evaluation Form), as outlined in Section A of this article. Only members who are deemed fit by their physician will be permitted to participate in the physical assessment.

In order to implement the physical wellness program, parties to this agreement will mutually agree upon consistent assessment requirements for all covered employees and will be reflected in Appendix C of this agreement. Additionally, parties to this agreement will mutually determine the individual tasked with administering the assessment. All employees covered by this agreement, irrespective of department, will complete the same assessment administered by the same party.

The objective of the physical assessment and wellness program is to maintain and enhance the bargaining unit member's physical conditioning in order to best prepare the Firefighter for the conditions and challenges they could conceivably face in the course of their duty. The physical assessment is not intended to be a measure of the member's fitness for duty or other disqualifying measure.

All Members agree to meet with physical fitness professional on an annual basis. The Town will assume all costs for such program.

At no time will disciplinary or other adverse action be taken against a member who fails to successfully complete (pass) the physical assessment.

ARTICLE 28 - TRAINING

The Fire Chiefs and Union shall select three (3) representatives each to develop an Annual Training Program for the full-time Fire Fighters.

ARTICLE 29 - ACCIDENT AND HEALTH INSURANCE

The Town shall provide all full-time Fire fighters with the same accident and health insurance policy that is provided to volunteer Fire fighters by Provident Life & Accident Insurance Company. The Town can change providers as long as coverage is comparable.

ARTICLE 30 - CHAIN OF COMMAND

Firefighters will use the chain of command to resolve work place issues. The

chain of command shall be Station Chief then Town Manager. The rank of unit members will be determined by the Standard Operating Guideline to be developed and adopted by each respective department prior to July 1, 2017.

ARTICLE 31 - SMOKING/TOBACCO POLICY

Employees may not smoke or use other tobacco products in Town vehicles or in Town buildings.

The Town of York is committed to supporting anyone who wished to cease using tobacco products and encourages employees to contact Human Resources for assistance.

Violation of this policy is cause for disciplinary action.

ARTICLE 32- AMERICAN WITH DISABILITIES ACT

The employer will notify the Union as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, will provide the Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this Contract or from any existing practice.

ARTICLE 33 - FAMILY MEDICAL LEAVE ACT

The employer will integrate the provisions of the Family Medical Leave Act in a manner consistent with the law.

ARTICLE 34 -RECRUITMENT AND PROMOTION

All available positions (whether temporary, permanent, full or part-time) shall first be posted on departmental bulletin boards for a minimum period of five (5) work days. The posting shall include position available, position description, salary range, minimum qualifications and shift assignments. Current employees are encouraged to apply for any position for which they may be qualified. When qualified, current employees shall be given consideration for the vacant positions.

ARTICLE 35 - CLASSIFICATION DESCRIPTION

A job description will be prepared for each position. The job description will outline the duties, responsibilities, education and skill level requirements of each position. Each employee will receive a copy of their position description when hired.

Prior to July 1, 2017, the Town shall develop a Standard Operating Guideline, to be adopted by each Fire Department, which outlines a career path and rank structure within the larger fire department for all unit members.

ARTICLE 36 - PROBATIONARY PERIOD

All newly hired employees are considered probationary for the first six (6) months of employment. During this period, the employee's performance will be reviewed to determine competence in performing job-related assignments and appropriateness for the position, in general.

Dated at York, Maine, this _____ day of _____, 2016

**YORK FIRE FIGHTERS ASSOCIATION
LOCAL 3622, INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO-CLC**

TOWN OF YORK, MAINE

President

Chairman, Board of Selectmen

Vice-President

Town Manager

PFM Representative

Appendix A - Wages

<i>Effective 7/1/16</i>			2.25%	<i>COLA</i>		
		<i>Weekly</i>	**Benefit Adj	<i>Total Weekly</i>	<i>Hourly</i>	<i>1/2 Rate</i>
Firefighter EMT - Basic						
1	0 - 1 Year	940.73	14.00	954.73	17.05	8.52
2	1 - 3 Years	985.12	14.00	999.12	17.84	8.92
3	3 - 8 Years	1,033.20	14.00	1,047.20	18.70	9.35
4	8 -13 Years	1,083.75	14.00	1,097.75	19.60	9.80
5	13 -18 Years	1,136.15	14.00	1,150.15	20.54	10.27
6	18 - 23 Years	1,191.02	14.00	1,205.02	21.52	10.76
7	23 - 30 Years	1,236.02	14.00	1,250.02	22.32	11.16
Firefighter EMT - Advanced						
1	0 - 1 Year	968.95	14.00	982.95	17.55	8.78
2	1 - 3 Years	1,014.67	14.00	1,028.67	18.37	9.18
3	3 - 8 Years	1,064.19	14.00	1,078.19	19.25	9.63
4	8 -13 Years	1,116.27	14.00	1,130.27	20.18	10.09
5	13 -18 Years	1,170.23	14.00	1,184.23	21.15	10.57
6	18 - 23 Years	1,226.75	14.00	1,240.75	22.16	11.08
7	23 - 30 Years	1,273.10	14.00	1,287.10	22.98	11.49
Firefighter - EMT - Paramedic						
1	0 - 1 Year	1,017.40	14.00	1,031.40	18.42	9.21
2	1 - 3 Years	1,065.40	14.00	1,079.40	19.28	9.64
3	3 - 8 Years	1,117.40	14.00	1,131.40	20.20	10.10
4	8 -13 Years	1,172.09	14.00	1,186.09	21.18	10.59
5	13 -18 Years	1,228.75	14.00	1,242.75	22.19	11.10
6	18 - 23 Years	1,288.08	14.00	1,302.08	23.25	11.63
7	23 - 30 Years	1,336.76	14.00	1,350.76	24.12	12.06

Effective 7/1/2017 - the cost of living will be equal to the CPI-W for the 12-month period ending December of 2016 at a rate not less than 1% and not more than 5%

Effective 7/1/2018 - the cost of living will be equal to the CPI-W for the 12-month period ending December of 2017 at a rate not less than 0% and not more than 5%

Appendix B - Firefighter Medical & Fitness Certification

Town of York

Firefighter Medical & Fitness Certification

I, _____, hereby verify that I have seen
Physicians Name

Firefighter _____ and certify that he/she is fit
Firefighters Name

for duty as a firefighter for the Town of York. The said firefighter falls within the realm of the requirement spelled out in the firefighter contract with the Town of York below.

Firefighter Evaluation Schedule

	18-30 Years	31-40 Years	40-50 Year	50 Years & Over
Cardiac Condition	4 yrs	3 yrs	2 yrs	Annually
Cholesterol	5 yrs	4 yrs	3 yrs	2 yrs
Back Fitness	4 yrs	3 yrs	2 yrs	Annually
Flexibility	4 yrs	3 yrs	2 yrs	Annually
Hearing	4 yrs	3 yrs	2 yrs	Annually
Vision	4 yrs	3 yrs	2 yrs	Annually
TB Test	Annually	Annually	Annually	Annually
Blood test-CBC, CMP, Lipid profile	4 yrs	3 yrs	2 yrs	Annually
Pulmonary Function Test	4 yrs	3 yrs	2 yrs	Annually
Body Mass Index calculations	4 yrs	3 yrs	2 yrs	Annually

Additional Notes: _____

Signed: _____ Date _____

Received by Human Resources Department _____

Appendix C – Physical Assessment

Members will have their resting blood pressure and heart rate recorded prior to beginning the assessment.

In turnout coat, SCBA, helmet and gloves.

1. Stair event, begin outside of the school place 100' high rise pack of 1 3/4 hose over the shoulder, ascend and descend a flight of 13 stairs 3 times place hose pack on ground. Move to next event 25' away
2. Hose drag and pull, with a nozzle attached to 200' of 1 3/4 hose the hose is grasped, dragged 75' to a positioned drum turn 90* continue 25' stop in the marked box, drop to one knee and pull 50' of the hose to the box. Move to next event, about 15' away
3. Equipment carry, two saws were picked up from the ground carried 75' around the marker and back 75' placed back in their original spot. Move to next event 75' away.
4. Ladder raise and extension, raise a 24' extension ladder from the ground to an upright position, extend the ladder to 24' lock into position announce "ladder locked" , retract the ladder and lower it to the original position on the ground. Move to next event, 15' away.
5. Rescue, grasp the 165 lbs. mannequin drag it 50" to a predetermined marker and back 50' to the starting point. this ends the assessment.

Post blood pressure, heart rate and ECG.

Moving from one event to the next is continuous with no breaks in between.

Agreement Between
Town of York
and
New England Police Benevolent Association
Local #640
for the
York Communication Unit

Contract: July 1, 2016 – June 30, 2019

York Communications Unit

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ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, MRSA, 961 through 974, 1969, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

ARTICLE 2 – RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 3 - UNION SECURITY

Membership in this Local Union is not compulsory. Membership in this Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of this Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

This Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay his own way and assume his fair share of the obligation along with the grant to equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either 1 or 2 below.

1. All employees who are members of the Union as of the date of this Agreement, and all employees hereafter who become members of the Union, shall maintain their membership in good standing in the Union for the duration of the Agreement.

ARTICLE 0 Any present or future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 80% of the current dues for the duration of this Agreement.

ARTICLE 4 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The Union representative shall notify the Police Chief or officer in charge when entering the Employer's premises.

ARTICLE 5 - CHECKOFF AUTHORIZATION

Section 1. The employer shall deduct regular monthly dues and fees (including agency fees, fair share fees or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Employer) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Employer and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization for check off.

Section 2. The Employer shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the Employer shall forward such dues and fees to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which deductions were made.

Section 3. Delinquent Dues. Upon notification by the Union of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

Section 4. The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

ARTICLE 6 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined to be any dispute, which may arise under the interpretation or application of this Agreement. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:

Step One: The Steward or Alternate and employee shall take up the written grievance with the Chief of Police within seven (7) calendar days of the occurrence of the event or first knowledge of the event giving rise to the grievance; thirty (30) days for economic issues. Within seven (7) calendar days after the grievance is presented by the employee or the Union, the Police Chief

will meet with the employee and the Steward to discuss the grievance. The Police Chief shall respond, in writing, to the aggrieved employee within seven (7) calendar days after the meeting date. Within seven (7) calendar days after the written response of the Police Chief is received, if the grievance is not resolved between the parties, the aggrieved employee may submit the grievance in writing to the Town Manager with a copy of the grievance to the Local Union business office.

Step Two: Within seven (7) calendar days after receipt of the written grievance by the Town Manager, the Town Manager will hold a meeting with the Union Business Agent on the grievance. Within seven (7) calendar days after the meeting, the Town Manager will respond, in writing, to the Union as to his/her decision on the grievance. In the event that the decision of the Town Manager is not acceptable, the Union may, within fourteen (14) calendar days after receipt of the Town Manager's response, file a written request for grievance arbitration of the issue and so advise the Town of the Union's request to arbitrate.

Step Three: The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator within seven (7) calendar days from when notice to arbitrate is filed, either party can request the Federal Mediation and Conciliation Service to appoint an arbitrator. The expenses of the arbitrator and the proceedings shall be shared equally by the parties. Failure to meet these time deadlines shall terminate the grievance. The arbitrator shall have no authority to amend, modify, add to, or detract from the specific terms and provisions of the Agreement. The arbitrator's decision shall be final and binding on the parties for the duration of the Agreement. The arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of the testimony and final arguments. Expenses of the arbitrator's services and the proceedings shall be borne equally by the Town and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and make copies available without charge to the other party and to the arbitrator.

Time limits for the processing of grievances may be extended by written consent of the parties.

ARTICLE 7 - STEWARDS

Section 1. The employer recognizes the right of the Union to designate a Steward and an Alternate. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b) the collection of dues when authorized by appropriate local Union action;

c) the transmission of such messages and information which shall originate with and are authorized by the local Union or its Officers, provided such messages and information have been reduced to writing.

Section 2. Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 3. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay so long as the Town does not incur any additional expenses, with a limit of two (2) hours per week. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 4. One member of the negotiating team shall be allowed sufficient time off without loss of time or pay to represent the New England Police Benevolent Association (NEPBA), in all negotiations with the Employer concerning collective bargaining so long as the Town does not occur any additional expenses.

ARTICLE 8 - UNION ACTIVITIES

Section 1 - Time Off for Union Activities

The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one (1) week written notice is given to the employer by the Union specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the employer's operations due to lack of available employees. This section does not apply to the NEPBA General Membership Monthly Meeting.

Section 2 - No Discrimination Because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such Officer of the Union so long as such acts do not

interfere with the conduct of the employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 9 - DISCIPLINE

The employer shall not discipline any employee without just cause.

ARTICLE 10 - PERSONNEL FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other municipal officials.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the employer. A member shall have the right to have added to his personnel file a written refutation of any material which he considers detrimental.

Members shall receive a copy of any written reprimand which is placed in the members personnel file.

Written reprimands shall be purged, at the request of the employee, after twelve (12) months provided the employee is not cited for similar discipline.

ARTICLE 11 - BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to five days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, parents, children, brothers, sisters, parents-in-law, grandparents, grandchildren, step-parents, step-children and brother-in-law, sister-in-law, or other relatives living in the same household.

Additional days may be granted with the approval of the Police Chief for out-of-state funerals, which may be deducted from sick leave or vacation.

ARTICLE 12 - LEAVE BENEFITS

An employee may request in writing and may be granted by the Town Manager, a leave of absence without pay for a period deemed necessary by the employee for the purpose of the leave and not in excess of twelve (12) months. The reason for that leave shall be stated in writing and reviewed every three (3) months and said leave may be discontinued after such review.

No employee shall receive salary or accumulate benefits from the Town while on leave of absence, except with special exception made by the Board of Selectmen, which will not be precedent-setting.

ARTICLE 13 - SEPARATION OF EMPLOYMENT

Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day, provided all issued equipment and clothing has been returned.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment two (2) weeks prior to such termination.

ARTICLE 14 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or any supplements or riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the employer or the Union for the purposes of arriving at a mutually satisfactory placement of an article or section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 15 - INJURY ON DUTY

Employees who are covered by this Agreement and who are injured on the job shall receive in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full net wages while any incapacity exists and until they are either placed on disability retirement or return to active duty, providing the employee was not acting in a negligent manner or in violation of any department rule. This clause shall cover employees

called into duty on off-duty time. Absence because of such injuries shall not be charged to accumulated sick leave.

Rights to annual leave shall not be earned by an employee after the first ten (10) weeks of receiving workers compensation benefits.

ARTICLE 16 - NONDISCRIMINATION

Section 1 The employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 2 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees regardless of sex.

ARTICLE 17 - DISCIPLINARY PROCEEDINGS

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the department head no later than five (5) days after the member is advised of the charge against him. The Town shall only be required to hold a hearing for suspensions or dismissals. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five (5) days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the department head, or in his absence or incapacity the acting department head shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union or Steward. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure. All disciplinary action shall only be taken for "just cause".

ARTICLE 18 - BULLETIN BOARD

The employer agrees to provide suitable space for Union notices on a bulletin board. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 19 - SENIORITY

Seniority is defined as continuous service with the department from the date of last permanent hire.

Section 1 A seniority list shall be established naming all the employees covered by the Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority for the purpose of the Agreement shall be interpreted to mean length of continuous service only. Seniority and qualifications shall be major factors in all matters affecting layoff, recall and vacation preference.

Section 2 In the event it becomes necessary for the employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a minimum of a two (2) calendar week advance notice of layoff. The employer shall attempt to give as much notice as possible and the employer shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority for up to fifteen (15) months from date of layoff. No new employee shall be hired until all employees on layoff status have been afforded recall notices.

Section 3 The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the employer within ten (10) days from the date posted or it shall stand as accepted.

Section 4 All permanent job openings and/or vacancies shall be posted by the employer for application as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 20 - VACATION

Full-time employees shall earn six (6) days paid vacation the first year of employment; twelve (12) days per year the second and third year of employment; fifteen (15) days in the fourth and fifth year of employment; eighteen (18) days the sixth through the tenth year of employment; twenty-four (24) days thereafter, to be taken at a time approved by the Police Chief or his designee. Vacation will accrue on a monthly basis. New employees will not use vacation time until after the sixth month of employment is completed. Employees will be allowed to accrue and carry over up to ten (10) days of vacation above the employee's annual accrual. No vacation time will accrue beyond these limits, unless the Police Chief feels there are extenuating circumstances, and then he may, with the agreement of the Town Manager, allow a carry-over of vacation time and/or allow pay in lieu of time off.

Vacation shall be determined by seniority. **Vacation requests for vacation between January 1 and April 1st will be determined by seniority based on vacation requests submitted on or before December 31st of the previous year. Vacation requests for vacation between April 1st and December 31st will be submitted by March 31st of each calendar year. Any vacation**

request received after the above time frames will be determined by date of the request.

Once multi-day vacations are approved by the Chief of Police or his designee, no dispatcher can be “bumped” from that scheduled vacation time. There shall be no seasonal restrictions on vacation time provided there is a minimum of thirty (30) days advance notice and there is a suitable, qualified replacement available. In the event of unusual or unforeseen circumstances, the Chief, or his designee, may waive the (30) thirty day advance notice requirement.

ARTICLE 21 - INSURANCE

- A. The Town shall provide through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive health care program. The Town will provide up to full family subscriber coverage. Effective with the ratification of this agreement the Town will pay 85% of the POS-C plan. Commencing July 1, 2014 employees may choose either the Point of Service (POS) C or POS 200 plan. For employees who elect the POS-C plan, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent. For employees who elect the POS 200 plan, the Town shall pay three hundred dollars (\$300.00) greater than eighty-five (85%) percent of the subscriber cost and the employee shall pay fifteen (15%) percent, less three hundred dollars (\$300.00).

Effective January 1, 2018, the Town shall offer through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive Point of Service (POS) - C, POS-200 and PPO-500 plans. The Town will contribute an amount equal to (87.5%) percent of the POS200 premium irrespective of plan selection with the member paying the applicable balance of said plan.

- B. Any employee contribution towards the monthly health insurance premium shall be done on a pretax basis.
- C. The Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. For employees enrolled in the MMEHT POS C plan or declining the Town provided medical insurance, the Town will contribute \$425 annually to the section 125 plan for each employee. For employees enrolled in the MMEHT POS 200 plan, the Town will contribute \$500 annually to the section 125 plan for each employee. Effective January 1, 2018, the Town will contribute \$500 annually to the section 125 plan.
- D. Payment in lieu: A Communication Specialist may choose to obtain their health insurance through an alternative source (ex. spouse or parent). If both the spouse and employee are covered by the Town of York’s health insurance plan the Town will reserve the right to manage plan coverage in a manner most cost effective for the Town. For Communications Specialists who do not receive health insurance through the Town of York will be paid 25% of

the premium, less the basic life insurance premium, of the coverage that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first on or about January 1st and the second on or about July 1st for each of the previous six months. To be eligible for this benefit the recipient must show proof, satisfactory to the Town, that they have health insurance from another source. This health insurance must be substantially equal to the policy that would otherwise be offered by the Town.

In the event another Town of York bargaining unit receives a more generous in-lieu of insurance incentive, members of this unit will be extended the same terms of said benefit.

ARTICLE 22 - SICK LEAVE

Sick leave shall accrue at the rate of one (1) work day for each month of service. Sick leave may accrue to a maximum of ninety (90) days. Once an employee reaches and maintains the maximum accrual level of ninety (90) days, any annual accrual which is unused at the conclusion of the fiscal year, shall be bought back at the rate of fifty percent (50%) of the unused sick leave above the ninety (90) days, not to exceed six (6) in any one year. The remaining fifty percent (50%) will be credited to the individual accumulated sick time to be used for sick leave only, not for reimbursement purposes.

Sick leave may only be used when physical illness or physical incapacity renders an employee unable to perform the duties of his position. The Chief of Police has the authority to approve sick time to be used if there is illness in an employee's immediate family.

The Town reserves the right to investigate all uses of sick leave to determine whether or not such use of sick leave is appropriate. The employee shall promptly comply with all requests for doctor's certificates to validate sick leave when requested by the employer. The employer may select the doctor.

Upon separation or retirement after **four (4) years service**, employees shall be paid for one-half (1/2) of accrued sick leave at their current rate of pay not to exceed forty-five (45) days and **after ten years of service, employees shall be paid for seventy –five percent (75%) of accrued sick leave at their current rate of pay not to exceed sixty-seven and one half days (67.5).**

In the event no sick leave is taken, personal days will be earned in the following manner:

January 1st - April 30th	=	1 Day
May 1st - August 30th	=	1 Day
September 1st - December 31st	=	1 Day

Employees must maintain a balance of 45 days (360 hours) of sick leave to qualify for personal days. Personal days must be used within the following six (6) months of being earned and they do not have any cash value.

Upon the death of a unit member, one hundred percent (100%) of accumulated sick leave will be paid to the estate of the deceased member.

In the event the Town outsources, regionalizes, or otherwise eliminates the positions covered by this agreement, in full, 100% of the employees sick leave balance available at the time of elimination will be payable upon termination.

Retirement Health Savings Plan - the Town agrees to provide employees the opportunity to participate in a Retirement Health Savings Plan should the Union request implementing a plan. The Retirement Health Savings plan will be subject to the applicable state and federal guidelines and regulations. Employee participation will be limited to amounts otherwise compensable under this article.

ARTICLE 23 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; set standards for service to be offered to the public; to direct the employees of the department including the right to assign work and overtime; to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees within the department; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duty because of lack of work or funds or other legitimate reasons; to determine the location, method, means, and personnel by which operations are to be conducted; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency.

ARTICLE 24 - HOLIDAYS

The following days shall be observed as holidays by Unit members:

New Year's Day

Martin Luther King Day

Washington's Birthday

Columbus Day

Veterans Day

Thanksgiving Day

Patriots Day
Memorial Day
Independence Day
Labor Day

Christmas Day
Floating Holiday
*1/2 day @ Christmas Eve
(*only when granted to other Town Employees or
when it falls on a Saturday or a Sunday)

Employees who are required to work a holiday shall be paid at his/her base hourly straight time rate for the scheduled work date, and shall accumulate a personal paid day off in compensation for said date. Employees shall receive one and one half (1-1/2) times their normal rate of pay for hours actually worked on: Memorial Day, Independence Day, Labor Day, New Years Day, Veterans Day and for the hours between 3 P.M. and 11 P.M. on Christmas Eve. For hours worked on Thanksgiving Day and Christmas, employees shall receive two and one-quarter (2 ¼) times their normal rate of pay. Employees shall take holidays and/or Compensatory Days within the contract year in which they are earned. Compensatory days off shall be granted subject to written requests with at least three (3) days prior notice to the department head. Employees may choose to receive one days pay in lieu of a compensatory day off for holidays worked up to a maximum of (12) twelve days per year.

ARTICLE 25 - HOURS AND OVERTIME

Regular work week shall be forty (40) hours, **with two consecutive days off** and the regular work day shall be eight (8) hours. All hours worked in excess of forty (40) hours a week shall be paid at the rate of one and one half times the base hourly rate. The Town retains the right to make unilateral changes in the work schedule only after meeting and conferring with the Union and after providing employees with at least a two week notification of the schedule change. For the purposes of this section, hours worked shall mean only hours actually worked; vacation leave, holiday/compensatory time, and work related injury leave. It shall not include hours compensated by sick leave, bereavement leave, or call-back pay.

Employees called back to work for hours which are not annexed consecutively to either end of the employee's work shift shall receive a minimum of three (3) hours pay at a time and one-half

(1-1/2) their base hourly rate of pay. This provision does not apply to scheduled overtime or holdover periods.

When determining allocation of overtime shifts, preference will be given to the senior Dispatcher on a rotating basis on the overtime list, if off duty and available. Preference to fill shifts or vacancies will be given to the regular Dispatcher over part-time Dispatchers, if off duty and available.

ARTICLE 26 - UNIFORMS

Effective July 1, 2008 the Town agrees to increase the current \$400 provided to unit Members annually for the purchase of uniforms to \$600 annually. This shall be paid upon presentation of a receipt by the employee. Unit members agree to wear uniforms which, will consist of summer and winter shirts, pants or skirts, sweaters, vests or blazers, footwear, and any other item deemed appropriate by the Chief of Police. Uniforms will be replaced on an as-needed basis to be determined by the Police Chief.

Effective July 1, 2016, the Town agrees to compensate unit members \$800 annually for the purchase of uniforms and other work related attire as outlined above. The benefit will be paid in two equal installments of \$400 in July and January of each year and will be paid as taxable income subject to all applicable income taxes and withholdings.

ARTICLE 27 - RETIREMENT

The Town agrees to provide Social Security. Full-time employees may choose to join either the Maine State Retirement System plan currently in effect to Unit members, or the International City Management Association Retirement Corporation (ICMA-RC).

For employees hired prior to July 1, 2016, the Town's contribution to the ICMA defined contribution plan will be a equal to 7.5%_of the employee's salary. The Town's contribution will be made in the name of the Town employee. For employees hired on, or after, July 1, 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to an I.C.M.A. defined contribution program.

Employees who choose to join the Maine State Retirement System may also contribute to the ICMA system at their own expense.

ARTICLE 28 - OUTSIDE EMPLOYMENT

Regular employees may obtain outside employment with permission of the Chief of Police. Such permission shall not be withheld unless such employment represents a conflict of interest. In any event, no employee shall fail to appear for a mandatory work shift or assignment due to conflicting outside commitments.

On or before January 1st of each year, employees shall notify the Chief in writing of current and/or anticipated outside employment so that the Chief may render a decision relative to conflict of interest.

ARTICLE 29 - RIGHT TO SUBSTITUTE

The right to substitute within a scheduled work week shall be permitted provided that permission is obtained from the Chief of Police or his designee in advance of the substitution date or the proposed substitution date with the following qualifications or conditions:

1. The substitution (trade time) is done voluntarily by the employees involved.
2. That the employees are full-time dispatchers.
3. That the Town shall not incur an additional expense as a result of any substitution.
4. That the reason for trade time is for a personal need or desire, not at the request of the Town.

ARTICLE 30 - PUBLIC SAFETY DISPATCHER PLAN

Recognizing the importance of well-trained Dispatchers, the Town agrees to provide training for all affected personnel towards maintaining a public safety dispatcher certification. Such training will be to include classes, such as Introduction to Emergency Communications; Advance Principals of Emergency Communications; Concepts of Emergency Telecommunications; Emergency Medical Dispatching; Fire Service Dispatching; Handling Multiple Incidents; and 9-1-1 related courses. Said courses to be assigned dependent upon budgetary allocation, prior training, job classification/seniority, education and experience. The Town will attempt to provide sufficient training in each calendar year so as to allow training for all personnel.

Said courses may be of such quality education as that offered by Maine Criminal Justice Academy; any Civil Defense related courses or program; any Emergency Services courses or programs; any in-service program provided by the York Police Department; any college degree related courses qualifying as those listed above; any police related college course qualifying as those listed above; qualification as a Notary shall be considered a mandatory portion of the incentive; and any other that the Chief of Police deems appropriate as qualifying. Employees will be compensated at a grade level A, B, or C as shown in Appendix A-Wages.

Level C - Those who have attended ten (10) or more classes in addition to certification as a notary.

Level B - Those who have attended six (6) or more classes in addition to certification as a notary.

Level A - Those who have attended three (3) or more of the above-listed classes. Certification as a Notary shall be a requirement for attaining level A and shall not count as one (1) class.

Said payment of salary shall stay with the employee for the duration of the Contract provided that they annually demonstrate their level of certification. All courses must provide a criterion testing process or shall not be deemed appropriate for this incentive program. In the event that a program does not provide a criterion testing, then one shall be designed by the Chief of Police or

his designee. Successful completion of the criterion test in all cases will be the qualifier for the incentive.

Physical Agility – To qualify for the physical agility section of the Public Safety Dispatcher Plan, employees must complete an annual physical agility test in the spring of each year. The test shall be in compliance with the entry-level standards of the Maine Criminal Justice Academy for law enforcement officers. The testing process shall be rated and scored by gender and age as prescribed by the Academy. Employees may not smoke or otherwise use tobacco products to qualify for this incentive. Employees who successfully complete the annual physical agility test shall be credited with 30 hours of compensatory time.

An additional physical agility test will be given in the fall of each year. The test shall be in compliance with the entry-level standards of the Maine Criminal Justice Academy. The testing process will mirror the physical agility test given in the spring. The fall test is not mandatory, however, employees who successfully complete the fall physical agility test shall be credited with 30 hours of compensatory time.

ARTICLE 31- EMERGENCY MEDICAL DISPATCHER

The Town shall compensate employees who are State certified and maintain certification as Emergency Medical Dispatchers as shown in Appendix A-Wages. The Town will provide schooling or choose appropriate courses to assist the members in becoming certified Emergency Medical Dispatchers. The Town will pay the cost of EMD certification. Effective on January 1, 2001, certification as an Emergency Medical Dispatcher shall be a condition of employment. All new employees shall be required to become EMD certified before completion of their probationary period.

In the advent of State mandated Emergency Police Dispatch (EPD) or Emergency Fire Dispatch (EFD) certifications and protocols, the Town agrees to impact bargain the implementation with the membership.

ARTICLE 32 - COMPLAINTS AGAINST A DISPATCHER

Whenever a complaint (written or verbal) is lodged against a Dispatcher, the following procedure will be followed:

1. The complainant shall, within fourteen (14) days of the incident, contact the Chief of Police or his specific designee, who will attempt to resolve the problem informally.
2. If the complaint cannot be resolved informally, the complainant shall, within five (5) days, reduce the complaint to writing and outline the specifics of the complaint and provide reasonable information.

3. A copy of the complaint and any substantiating evidence will be promptly supplied to the Chief of Police, and a copy to the employee. The Police Chief or his specific designee will investigate the complaint.
4. The Chief will review the complaint, conduct a meeting with the named Dispatcher, and conduct a meeting with the complainant. The Chief of Police shall consider the facts and make a judgment on the complaint. The Dispatcher will be notified in writing of the disposition of the complaint. Step four (4) shall be completed in ten (10) days.
5. If the Dispatcher is not satisfied with the decision of the Chief after step four (4) has been completed, he/she may request an informal hearing before the Town Manager by submitting a written request no later than five (5) working days after the receipt of the Chief's decision.
6. The Town Manager shall conduct a hearing on the complaint no later than fifteen (15) days after receiving the written request as provided for in step five (5). The Town Manager will issue a determination with regard to the complaint in writing within fifteen (15) days of the hearing.
7. Time limits may be extended by mutual consent of the parties with notice.
8. It is understood that the parties have the right to be represented by counsel throughout the proceedings.

ARTICLE 33 - DURATION OF AGREEMENT

This Agreement shall be effective **July 1, 2016** and shall remain in full force and effect unless mutually agreed to amend until **June 30, 2019**.

Negotiations for successor Agreement shall be conducted per Title 26 MRSA, Chapter 9-A.

ARTICLE 34 - AMERICANS WITH DISABILITIES ACT

The employer will notify the Union as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, will provide the Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this Contract or from any existing practice.

ARTICLE 35 - FAMILY MEDICAL LEAVE ACT

The employer will integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family Medical Leave before taking Family Medical Leave. The balance of the Family Medical Leave will be unpaid leave.

ARTICLE 36- DISPATCHING FOR OTHER AGENCIES

In recognition of the additional responsibility our Dispatchers have assumed with the consolidation of the York and Ogunquit Communication Systems, all full-time Union members shall receive compensation as shown in Appendix A-Wages. Dispatchers must have completed their probationary period to qualify for this incentive.

If the Town agrees to provide emergency communications to another agency (ex. municipality) the Town agrees to meet with the Union to impact bargain. The membership will receive an hourly increase not less than .90¢ per hour.

Contingent upon the continuation of additional PSAP services for other communities and the remaining balance of department funds at the conclusion of the fiscal year, the Town will provide a payment to all full-time employees in the amount of one thousand dollars (\$1,000.00). This payment is in recognition of continued cooperation and collaboration with management to identify and implement operational efficiencies with regard to scheduling and overtime to reduce overall department costs.

ARTICLE 37 – ADDITIONAL DUTIES/INCENTIVES:

Additional duties are defined as duties assigned by the Chief of Police or his designee including assignments such as scheduling, alarms, parking tickets, interdepartmental communications, etc. Additional duty pay as shown in Appendix A- Wages, will only be paid to individuals with assigned duties. Individuals must successfully complete and maintain such duties, which will be annually reviewed and evaluated.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____, to be effective as of **July 1, 2016**.

**Town of York
Selectmen:**

**New England Police Benevolent
Association:**

**APPENDIX A – WAGES
DISPATCHERS**

A. Beginning July 1, 2016 the cost of living will be 2.25 percent as reflected in the chart below.

Step		Hourly	2.25% Effective 7/1/2016				Add'l Duties	Health Adj. (NO COLA)
			EMD	A	B	C		
1	Start	\$17.60	1.28	0.41	0.80	1.43	0.77	0.25
2	After 1 Year	\$18.37	1.28	0.41	0.80	1.43	0.77	0.25
3	After 2 Years	\$19.00	1.28	0.41	0.80	1.43	0.77	0.25
4	After 4 Years	\$19.73	1.28	0.41	0.80	1.43	0.77	0.25
5	After 6 Years	\$20.38	1.28	0.41	0.80	1.43	0.77	0.25
6	After 9 Years	\$21.05	1.28	0.41	0.80	1.43	0.77	0.25
7	After 12 Years	\$21.70	1.28	0.41	0.80	1.43	0.77	0.25
8	After 15 Years	\$22.34	1.28	0.41	0.80	1.43	0.77	0.25
9	After 18 Years	\$23.06	1.28	0.41	0.80	1.43	0.77	0.25
10	After 21 Yrs	\$23.75	1.28	0.41	0.80	1.43	0.77	0.25
11	After 25 Years	\$24.43	1.28	0.41	0.80	1.43	0.77	0.25

Shift Differential (NO COLA)	Evening Shift	\$0.90
	Midnight Shift	\$1.20

Employees after 25 years of service will receive a lump sum payment of \$300 annually.

B. Beginning July 1, 2017, the cost of living will be equal to the CPI-W over the 12-month period ending in December 2016 at a rate not less than 1% and not more than 5%.

C. Beginning July 1, 2018, the cost of living will be equal to the CPI-W over the 12-month period ending in December 2017 at a rate not less than 0% and not more than 5%.

Shift Differential - Evening Shift \$0.90, Midnight shift \$1.20

Incentive Levels: Those who have attended qualified education courses as detailed in the contract with the following levels:

- Level A – Those who have attended three (3) or more classes and in addition a notary certificate (notary certification does not count as a class)
- Level B - Those who have attended six (6) or more classes.
- Level C - Those who have attended ten (10) or more classes.

Differential Pay – The shift differential shall remain fixed for the term of the contract.

Newly hired communication specialists who possess Maine Criminal Justice Academy certification or equivalent certification and other subsequent experience may be placed on a pay level up to the four (4) year pay level at the discretion of the Chief of Police commensurate with that individual's prior experience and competence. This shall be for the purpose of determining salary only and shall not be construed as to affect their level of seniority. After such initial placement, the individual shall progress on the salary schedule in accordance with its terms. (Based on time in service at the York Communications Center.) Lateral entry agreements with employees prior to January 2004 shall remain in effect as negotiated.

Payment of wages: Effective July 1, 2016, all employees covered by this agreement will receive their regular earned payroll wages by direct deposit.

APPENDIX B – Sidebar Agreement

The Town agrees that a mutually acceptable policy shall be developed concerning overtime and any amendments to that policy shall be mutually approved. If amendments cannot be mutually approved, the overtime shall become a topic for Collective Bargaining.

**Town of York
Selectmen:**

**New England Police Benevolent
Association:**

Date: _____

Date: _____

APPENDIX C – Seniority Schedule

		P. Moulton	D. Bishop	B. Twist	N. Higgins	J. Godard	M. Poulin	A. Hatch
1	<i>Start</i>	11/9/87	*	9/28/00	8/13/01	*	8/25/14	*
2	<i>After 1 Year</i>	11/9/88	4/20/98	9/28/01	8/13/02	3/24/14	8/25/15	*
3	<i>After 2 Yrs</i>	11/9/89	4/20/99	9/28/02	8/13/03	3/24/15	8/25/16	2/16/15
4	<i>After 4 Yrs</i>	11/9/91	4/20/01	9/28/04	8/13/05	3/24/16	8/25/18	2/16/17
5	<i>After 6 Yrs</i>	11/9/93	4/20/03	9/28/06	8/13/07	3/24/18	8/25/20	2/16/19
6	<i>After 9 Yrs</i>	11/9/96	4/20/06	9/28/09	8/13/10	3/24/21	8/25/23	2/16/22
7	<i>After 12 Yrs</i>	11/9/99	4/20/09	9/28/12	8/13/13	3/24/24	8/25/26	2/16/25
8	<i>After 15 Yrs</i>	11/9/02	4/20/12	9/28/15	8/13/16	3/24/27	8/25/29	2/16/28
9	<i>After 18 Yrs</i>	11/9/05	4/20/15	9/28/18	8/13/19	3/24/30	8/25/32	2/16/31
10	<i>After 21 Yrs</i>	11/9/08	4/20/18	9/28/21	8/13/22	3/24/33	8/25/35	2/16/34
11	<i>After 25 Yrs</i>	11/9/12	4/20/22	9/28/25	8/13/26	3/24/37	8/25/39	2/16/38



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 17, 2016	<input type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 27, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Non-Union Cost-of-Living Adjustment	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Provide a cost-of-living adjustment to non-union employees in the amount of 2.25% consistent with the approved FY17 budget and the Police, Fire and Dispatch cost-of-living increases provided by the respective collective bargaining agreements.

In subsequent years the COLA provided to non-union employees will follow be adjusted by an inflationary measure consistent with the collective bargaining agreements.

2. Decline to provide a cost-of-living adjustment to non-union employees.

RECOMMENDATION: Implement a Cost of Living Adjustment for Non-Union Personnel in the amount of 2.25%, consistent with the adjustment approved for the majority of the Town's collective bargaining groups.

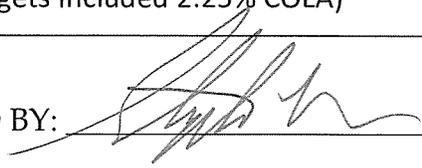
PROPOSED MOTION: I move to implement a 2.25% cost of living adjustment to the non-union wage scales, as proposed and approved in the fiscal year 2017 budget.

FISCAL IMPACT: \$56,335

DEPARTMENT LINE ITEM ACCOUNT: Various (Salaries department based)

BALANCE IN LINE ITEM IF APPROVED: \$0 (Municipal Budgets Included 2.25% COLA)

PREPARED BY: Liam Gallagher, HR Director

REVIEWED BY: 



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 17, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Apply for 319 Grant for Cape Neddick River Watershed Restoration Project, Phase 1

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

- 1) Do nothing and pursue pollution issue using same protocol as outlined in Town's response to EPA dated March 6, 2015; or
- 2) Town applies for 319 Grant funding to get a return on the money invested into the Watershed Plan.

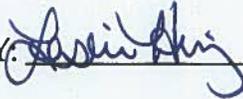
RECOMMENDATION: I recommend the Board of Selectmen authorized the Town Manager to apply for 319 Grant funding for the Cape Neddick River Watershed, and sign the submitted application.

PROPOSED MOTION: I move that the Board of Selectmen authorized the Town Manager sign the 319 Grant Application, as submitted, to receive funding for the Cape Neddick River Watershed Restoration Project, Phase 1.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: 

REVIEWED BY: 

Memorandum

To: Board of Selectmen
From: Leslie Hinz, Stormwater Manager
Date: June 17, 2016
Subject: 319 Grant Fund for the Cape Neddick River Watershed

Background:

In 2011, at the request of the Cape Neddick River Association, the Board of Selectmen initiated a study of the Cape Neddick River Watershed. Over the course of many years, water testing has shown bacteria levels in the river exceeding the State water quality standards for bacteria. The Plan gives a comprehensive history of the watershed, possible causes of pollution, and an action plan for eliminating pollution.

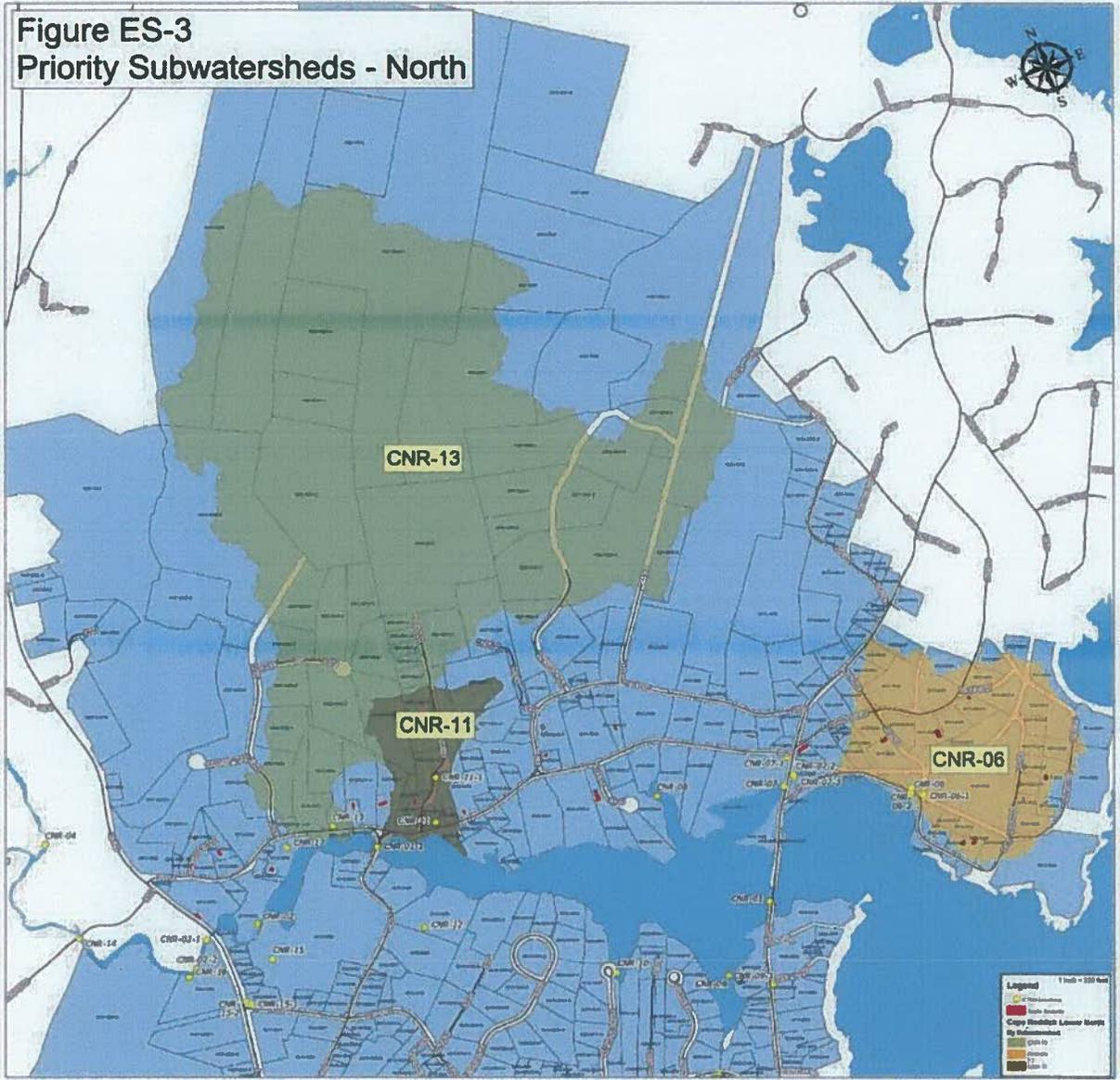
The original watershed plan was completed in June 2013 by Watershed Solutions, and sent to Maine DEP for preliminary review and comments for the grant acceptance. Maine DEP found the original plan to have some deficiencies with respect to the criteria needed for the grant eligibility. FB Environmental was hired to review the plan and make the necessary adjustments to the plan. The Cape Neddick Watershed Based Plan dated June 2014 is the final product.

In August of 2014, the Board authorized the Town Manager to sign the 319 Grant Application. As part of the proposed project, catch basin and bio filters were to be installed along Shore Road. The Town was not awarded funding because the application did not address possible sources of pollutants along the river, and the Watershed Plan was not part of the Comprehensive Plan. In November 2014 the Watershed Plan was voted in as part of the Comprehensive Plan

Within the last three years, the Town has retained two consulting firms to finalize the Town's watershed based plan and grant application. Department of Environmental Protection expects to issue 8 to 12 grants with funds ranging from \$50,000.00 to \$150,000.00 per grants, with the Town contributing an in kind match.

The Town has invested a substantial amount of money and staff time investigating the sources of pollution in the river. The next logical step is to reapply for 319 Grant Funds in 2016. The Cape Neddick Watershed is divided into 15 tributary locations using GIS hydraulic connectivity for each sub-watershed. The application will address two tributaries, labeled CNR-11 and CNR-13 (see attached), and will focus on septic systems, buffer installations, and address pet waste. A letter has been sent to all property owners in the Cape Neddick River Watershed seeking their support for this project with nearly 100 positive responses received thus far. The Cape Neddick Watershed is an important natural resource completely within the Town of York that is enjoyed by its residence and visitors alike. With assistance from the York County Soil and Water Conservation Commission and previous investment from the Town, it is recommended that the Board of Selectmen approve this Grant Application.

Figure ES-3
Priority Subwatersheds - North





REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Excise Tax Exemption for Certain Active Duty Military Personnel

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: In May we received a request from a York Resident for the Board to consider bringing forward an ordinance that would exempt certain active duty military personnel from the requirement to pay vehicle excise taxes. The request and statute are attached.

If the Board wishes to pursue this, I will have staff prepare a draft ordinance. That ordinance must be enacted by the voters, so we would prepare this in time for consideration in November if the Board is agreeable. If we delayed until May then we would not know the outcome before our budget preparation process, and although there won't likely be a significant impact given the demographics of our community, it would be best to know before the FY18 budget is prepared.

RECOMMENDATION: This is a policy matter for the Board to decide.

PROPOSED MOTION: If the Board wants to pursue this policy: I move to direct the Town Manager to prepare a draft Ordinance to exempt certain military personnel from the requirement to pay vehicle excise taxes, and to bring this forward for an initial public hearing in July.

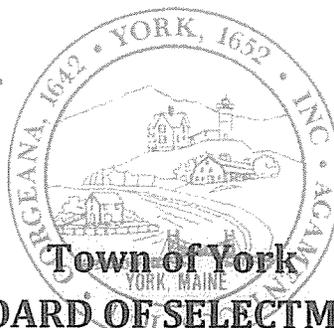
If the Board does not want to pursue this policy, no action is required.

FISCAL IMPACT: uncertain, but expected to be relatively minor

DEPARTMENT LINE ITEM ACCOUNT: Vehicle Excise Tax Revenues

BALANCE IN LINE ITEM IF APPROVED: budgeted at \$3.1M in FY17

Prepared by Stephen H. Burns, Town Manager:



Town Manager's Office 363-1000
Finance Office 363-1004
Facsimile 363-1009/363-1019

Community Development 363-1002
Planning Department 363-1007
Town Clerk/Tax Collector 363-1003

Town of York
BOARD OF SELECTMEN

AGENDA ITEM REQUEST FORM

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

Name: Thomas C. Cole Date: 6 May 2016

Physical Address: 43 Northbrook Circle Apt 31, Fairview Heights, IL 62208

Mailing Address: 11 Michael Drive, York, ME 03909

Home Telephone: 207-363-6269 Mobile Telephone: 207-752-0254

Email: t.christian.cole@gmail.com

Agenda Item Requested (Please provide background information): _____

I respectfully request that you adopt an ordinance providing an excise tax exemption for vehicles owned by a resident who is on active duty serving in the U.S. Armed Forces and who is either permanently stationed outside the State of Maine or deployed for more than 180 days. The Maine Statute that allows such an ordinance is attached for your review. Many other Maine towns allow this exemption. From what I am told, York does not currently allow this exemption.

Since 2014, I have been on active duty, permanently stationed outside the State of Maine. My primary vehicle has a Maine registration but is garaged out-of-state.

BELOW IS FOR OFFICE USE ONLY

Received Date: ___/___/___ Received By: _____

Date Item Scheduled on Agenda: ___/___/___

Maine Revised Statutes

Title 36: TAXATION

Chapter 111: AIRCRAFT, HOUSE TRAILERS AND MOTOR VEHICLES

§1483-A. LOCAL OPTION EXEMPTION FOR RESIDENTS PERMANENTLY STATIONED OR DEPLOYED FOR MILITARY SERVICE OUTSIDE OF THE STATE

A municipality may by ordinance exempt from the annual excise tax imposed pursuant to section 1482 vehicles owned by a resident who is on active duty serving in the United States Armed Forces and who is either permanently stationed at a military or naval post, station or base outside this State or deployed for military service for a period of more than 180 days who desires to register that resident's vehicle in this State. To apply for the exemption, the resident must present to a designated municipal official certification from the commander of the resident's post, station or base, or from the commander's designated agent, that the resident is permanently stationed at that post, station or base or is deployed for military service for a period of more than 180 days. For purposes of this section, "United States Armed Forces" includes the National Guard and the Reserves of the United States Armed Forces. For purposes of this section, "deployed for military service" has the same meaning as in Title 26, section 814, subsection 1, paragraph A. [2011, c. 313, §1 (NEW); 2011, c. 313, §2 (AFF).]

SECTION HISTORY

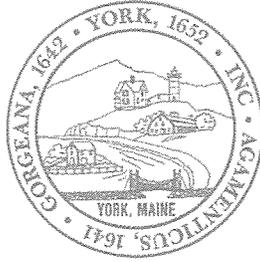
2011, c. 313, §1 (NEW). 2011, c. 313, §2 (AFF).

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Minor Amendments to the Town Charter

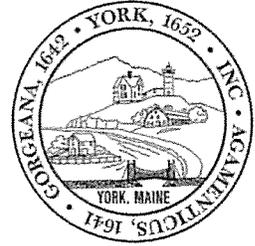
DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: see attached.

Paper copies of the Town Charter and the Statutes regarding home rule charters are being provided to the Board members – because these are all available on-line it didn't make sense to add them to the meeting packets.

RECOMMENDATION: n.a.

PROPOSED MOTION: n.a.

Prepared by Stephen H. Burns, Town Manager:



MEMO

TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager 
DATE: June 24, 2016
RE: Possible Minor Charter Amendments

There are a number of areas where the Board may wish to investigate and possibly propose minor amendments to the Town Charter. The last time this happened was in May 2013, when the voters approved a change that moved the appointment of the Town Attorney from Town Manager to Board of Selectmen. The following is a list of possible amendment topics that I have compiled. I offer this simply as a starting point for discussion.

- Required (lengthy) ballot language for bond-funded capital projects – might be possible to shorten the ballot questions. *See Article II §15, Bond Issues, Ballots.*
- Shared authority to prepare ballot questions when this affects policy as well as budgets – possible roles for the School Committee and Board of Selectmen as the warrant questions are drafted. *See Article II §4 through §12.*
- Formal role for the Board of Selectmen in the preparation of the municipal budget – this is provided for the School Committee in the School Budget, but not for the Board of Selectmen. *See Article II §6, Submission of Municipal Budget and Message.*
- Appointed versus elected Town Treasurer – as the complexity of responsibilities and the concurrent liabilities associated with execution of duties continue to grow over time it may well make sense to assign the Town Treasurer responsibilities to an appointed expert. *See Article III §8, Enumerations of Power.*
- List of Town Committees – the list in the Charter doesn't match reality and probably should be amended. *See Article III §8, Enumerations of Power.*
- Number of people required to petition an amended ordinance – is the initial threshold too low? *See Article II §22, Petition for Enactment of Ordinances.*
- The Capital Program preparation and adoption process could be clarified and enhanced considerably. *See Article II §9.*

The Board should discuss these and other idea, and direct additional work on those of interest. Simple amendments could be proposed for November, but others will require more prep time so May 2017 is a more likely target date.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Board and Committee Reappointment

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: I reached out to the board and committee members that have terms expiring June 30, 2016 to see if they wish to be considered for reappointment. I have not heard from everyone that I reached out to, but below are the members who have confirmed they would like to be considered for reappointment. The typical term length is three years, with the exception of the Cliff Walk Committee – their charter states that their terms will be for four years after the initial appointment of the committee. Recommended motions for full term reappointments for each member are on the following page.

Joseph Carr – Board of Appeals
Leon Moulton – Board of Appeals
John Kraus – Board of Appeals
Leah Drennan – Bicycle and Pedestrian Committee
Edward Little – Cliff Walk Committee
Rozanna Patane – Energy Steering Committee
Victoria Simon – Energy Steering Committee
David Gittins – Harbor Board
Edward Little – Municipal Social Services Review Board
Nancy O'Connor Stolberg – Parks and Recreation Board
Ron McAllister – Parks and Recreation Board
Al Cotton – Planning Board
Lew Stowe – Planning Board
Emily Chambray – Senior Citizens Advisory Board
Peter Jones – Shellfish Commission
Harold O'Rourke – Tax Task Force
Richard Bilden – Tax Task Force
Dean Mello – York Harbor Site and Design Review Board
Jud Knox – York Housing Authority
Ellen Baldwin – York Housing Authority

RECOMMENDATION: Reappoint the members before for full three-year terms.

PROPOSED MOTION:

I move to reappoint Joseph Carr as a Regular Member to the Board of Appeals, with a term expiring June 30, 2019.

I move to reappoint Leon Moulton as a Regular Member to the Board of Appeals, with a term expiring June 30, 2019.

I move to reappoint John Kraus as an Alternate Member to the Board of Appeals, with a term expiring June 30, 2019.

I move to reappoint Leah Drennan as a Regular Member to the Bicycle and Pedestrian Committee, with a term expiring June 30, 2019.

I move to reappoint Edward Little as a Regular Member to the Cliff Walk Committee, with a term expiring June 30, 2020.

I move to reappoint Rozanna Patane as a Regular Member to the Energy Steering Committee, with a term expiring June 30, 2019.

I move to reappoint Victoria Simon as a Regular Member to the Energy Steering Committee, with a term expiring June 30, 2019.

I move to reappoint David Gittins as a Regular Member to the Harbor Board, with a term expiring June 30, 2019.

I move to reappoint Edward Little as a Regular Member to the Municipal Social Services Review Board, with a term expiring June 30, 2019.

I move to reappoint Nancy O'Connor Stolberg as a Regular Member to the Parks and Recreation Board, with a term expiring June 30, 2019.

I move to reappoint Ron McAllister as a Regular Member to the Parks and Recreations Board, with a term expiring June 30, 2019.

I move to reappoint Al Cotton as a Regular Member to the Planning Board, with a term expiring June 30, 2019.

I move to reappoint Lew Stowe as a Regular Member to the Planning Board, with a term expiring June 30, 2019.

I move to reappoint Emily Chambray as a Regular Member to the Senior Citizens Advisory Board, with a term expiring June 30, 2019.

I move to reappoint Peter Jones as a Regular Member to the Shellfish Commission, with a term expiring June 30, 2019.

I move to reappoint Harold O'Rourke as a Regular Member to the Tax Task Force, with a term expiring June 30, 2019.

I move to reappoint Richard Bilden as a Regular Member to the Tax Task Force, with a term expiring June 30, 2019.

I move to reappoint Dean Mello as a Regular Member to the York Harbor Site Design Review Board, with a term expiring June 30, 2019.

I move to reappoint Jud Knox as a Regular Member to the York Housing Authority, with a term expiring June 30, 2019.

I move to reappoint Ellen Baldwin as a Regular Member to the York Housing Authority, with a term expiring June 30, 2019.

PREPARED BY: _____

REVIEWED BY: _____

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

Applications in hand 6/24/2016

Steve Hershfield	Tax Task Force
Timothy Greer	Harbor Board
Gerry Runte	Energy Steering Committee
Michael Schambach	Conservation Commission
David White	Energy Steering Committee
Bryce Waldrop	Historic District Commission
Timothy Kortez	Police Station Building Committee

Vacancies 6/24/2016

Assessment Review Board	3 Regular
Cable TV Regulatory Board	1 Regular
Conservation Commission	1 Regular/1 Alternate
Energy Steering Committee	1 Alternate
Harbor Board	1 Regular/1 Alternate
Historic District Commission	3 District Representatives
Police Station Building Committee	1 Regular
Parks and Recreation Board	1 Regular
Senior Citizens Advisory Board	1 Regular
Shellfish Commission	3 Regular
Tax Task Force	6 Regular
York Harbor Site Design Review Board	2 Regular

There may be more vacancies after I have heard back from all members who have terms expiring 6/30/2016



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 23, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Use of Contingency

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: please see attached.

RECOMMENDATION: I recommend no action at this time.

PROPOSED MOTION: n.a.

FISCAL IMPACT: n.a.

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED: \$19,638.54(ish)

Prepared by Stephen H. Burns, Town Manager:

MEMO

TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager
DATE: June 23, 2016
RE: Use of Contingency Funds

SHB



Each year recently the Town has raised and appropriated \$50,000 for the Board of Selectmen to have available as contingency funds. In addition, each year the Town has approved a Supplementary Contingency of \$100,000, which could be spent directly from the Town's fund balance. Both are to accommodate unforeseen issues, problems and emergencies. The Board has spent from the regular contingency account on occasion, and supplemental contingency infrequently – typically for heavy snow winters to cover the winter highway budget overruns.

When we found out we needed to address past compliance issues and change our bond issuance procedures going forward, we were informed by Bernstein Shur that we should expect to incur significant legal costs in the short term. True to their word, we spent just over \$30,000 in May alone on this issue, and June will be big, too. This has already caused our annual legal budget of \$85,000 to be overspent by almost \$26,000 with a month yet to go.

My initial reaction was to think about the use of contingency funds to cover this over-expenditure. However, I no longer think this is necessary. The line item approved by the voters for the FY16 budget was Article 4 for \$2,345,892. Within that line are 12 sub-categories of expenses, and within one of those (Town Hall Operations) there are another 11 categories, one of which is the legal budget. While the legal budget will likely be over-spent by perhaps \$50,000, that budget line as a whole is significantly under-spent. As of the end of May it was almost \$900,000 underspent. Some accounts don't spend evenly through the year and will be fully spent by the end of June. There is also the matter that building permit fees, which offset revenues, have offset expenses far more than expected. However, other accounts are simply under budget. Because there will be an ability to absorb the legal cost overrun through the surplus in other expenses within this budget line, I recommend no action by the Board.

Attached for reference are:

- Summary of Legal Fees to date
- Article 4 of the May 2015 Budget Referendum Warrant
- Town Hall Operations/Management budget break-out
- Prohibition of Overdrafts Policy
- Budget Status Summary as of the end of May, with relevant accounts highlighted

Earlier in the fiscal year the Board has voted to utilize a portion of the Selectmen's contingency funds for three separate matters:

- \$20,000 for assistance with the LED streetlight initiative
- \$10,031 for an employee pay matter
- \$330 to repair a broken car mirror

The LED project is not yet complete and will only be billed in the amount of \$19,500 in the current fiscal year. Remaining work must be funded from the FY17 contingency budget because these funds cannot be carried forward per the ballot language in FY16. There will also be a request for a small additional amount of money for that work because of recent changes in State policy about LED streetlights, but that's a different matter.

The remaining balance on the Selectmen's Contingency Budget is \$20,138.04

FY16 Legal Fees

Totals by Subject

Last Update: 06/17/2016

Subject	Attorney(s)	FY16 YTD	July	August	September	October	November	December	January	February	March	April	May	June
Cases:		\$23,046	550	913	1,579	4,377	119	0	0	11,773	905	45	2,786	
<i>Harris - 80B Appeal</i>	Bernstein Shur - Costigan, Libby, Moser	\$29	0	29	0	0	0	0	0	0	0	0	0	
<i>Michael Briggs - 80B Appeal</i>	Bernstein Shur - Costigan, Libby	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Porter Holdings - 80B Appeal</i>	Bernstein Shur - Costigan, Libby	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Shiembob - 80B Appeal</i>	Bergen & Parkinson - Rachin	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Mansour - 80B Appeal</i>	Bergen & Parkinson - Rachin	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Maynard - 80B Appeal</i>	Bergen & Parkinson - Driscoll	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Francke - 80B Appeal</i>	Bernstein Shur - Costigan	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Roberta Newick McGann</i>	Bergen & Parkinson	\$531	0	0	0	0	0	0	0	0	496	0	35	
<i>Harry Horn vs. Sam Horn</i>	Bergen & Parkinson	\$0	0	0	0	0	0	0	0	0	0	0	0	
<i>Paras Warrant</i>	Bernstein Shur	\$5,147	0	0	651	4,377	119	0	0	0	0	0	0	
<i>Marijuana Licensing Litigation</i>	Bernstein Shur - Murphy, Libby	\$2,137	550	576	928	0	0	0	0	83	0	0	0	
<i>Abrams 80B Appeal</i>	Bernstein Shur	\$276	0	0	0	0	0	0	0	125	106	45	0	
<i>Horn Litigation</i>	Maine Municipal Association	\$10,000	0	0	0	0	0	0	0	10,000	0	0	0	
<i>Horn Litigation</i>	Bernstein Shur	\$4,926	0	308	0	0	0	0	0	1,565	303	0	2,751	
Cliffwalk	Bernstein Shur - Costigan, Shankman	\$13,512	0	0	0	1,044	1,545	918	2,824	2,840	1,158	3,104	81	
Employment	Bernstein Shur - Tarasevich,	\$6,587	0	0	0	113	62	0	90	135	6,008	180	0	
Finance/Tax Matters	Bernstein Shur - Mueller, Toner, Draeger	\$34,042	1,005	848	90	158	68	0	306	245	810	0	30,513	
General	Bernstein Shur - Costigan, Phelps, Moser	\$40,206	19,015	3,092	1,950	1,968	2,351	349	1,833	1,328	2,596	2,978	2,749	
Maine Turnpike Authority	e-Trans	\$4,919	0	0	0	0	0	0	0	0	4,919	0	0	
Marijuana Petition	Bernstein Shur - Costigan, Murphy	\$0	0	0	0	0	0	0	0	0	0	0	0	
Planning	Bernstein Shur - Costigan	\$6,947	677	82	287	2,399	1,230	0	0	1,080	855	0	338	
Police Station/Connector Road Projects	Bernstein Shur - Costigan, Tucker, Ray	\$158	0	0	0	0	0	0	0	0	0	158	0	
TOTAL SPENT		\$129,416	21,247	4,934	3,906	10,057	5,374	1,267	5,052	17,400	17,250	6,464	39,251	0

	Starting Budget	Spent	Available
FY16 Budget	85,000	-110,985	-25,985
Cliffwalk Carry-Forward	28,719	-13,512	15,207
MTA Carry-Forward	4,919	-4,919	0
	118,638	-129,416	-\$10,777

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESULTS OF THE BUDGET REFERENDUM, THE SPECIAL GENERAL REFERENDUM AND THE SCHOOL BUDGET VALIDATION REFERENDUM ELECTION THAT WAS HELD MAY 16 2015

ATTEST:

Mary-Anne Szeniaewski

MARY-ANNE SZENIAWSKI, TOWN CLERK/TAX COLLECTOR

Card 1 of 8



**SPECIMEN BALLOT
BUDGET REFERENDUM
YORK, MAINE
MAY 16, 2015**

Penalty for willfully defacing, marring down, removing or destroying a List of Candidates or Specimen Ballot - fine not exceeding One Hundred Dollars.

TOWN CLERK

TOTAL NUMBER OF BALLOTS CAST: 3346

MUNICIPAL OPERATING BUDGET FISCAL YEAR 2016

Preface: The Municipal Operating Budget presented here has been approved by the Budget Committee and reviewed by the Board of Selectmen. Their recommendations are shown separately under each article.

IF THE MAJORITY OF VOTERS VOTE IN THE NEGATIVE ON AN ARTICLE, THE BUDGET AMOUNT WILL REVERT EITHER TO THE FY2015 APPROPRIATION OR TO \$0.

ARTICLE FOUR

Shall the Town raise and appropriate a sum not to exceed \$2,345,892 for the Town Manager's Department, Finance Department, Information Technology, Human Resources, Assessor's Department, Community Development Department, Town Clerk/Tax Collector's Department, Elections, Town Hall Operations and Maintenance, Municipal Separate Storm Sewer, Earned Account, and Contingency, and furthermore, shall the Board of Selectmen adopt this line item of the Town Budget, as proposed by the Budget Committee?

Department	FY2015	FY2016
Town Manager's Department	\$ 292,073	\$ 270,824
Finance Department	\$ 235,172	\$ 273,125
Information Technology	\$ 198,366	\$ 186,385
Human Resources	\$ 79,756	\$ 87,902
Assessor's Department	\$ 302,098	\$ 315,900
Community Development	\$ 408,078	\$ 403,456
Town Clerk/Tax Collector	\$ 375,640	\$ 394,032
Elections	\$ 25,673	\$ 48,480
Town Hall Operations/Maintenance	\$ 169,397	\$ 191,148
Municipal Separate Storm Sewer	\$ 95,100	\$ 94,640
Earned Account	\$ 30,000	\$ 30,000
Contingency	\$ 50,000	\$ 50,000
Total	\$ 2,261,353	\$ 2,345,892

Statement of Fact: Contingency funds may be used in FY2016 only and will therefore not be available as a carryforward to FY2017.

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (4-0).

A YES vote authorizes an expenditure of \$2,345,892.
A NO vote authorizes the previous year's appropriation of \$2,261,353.

2318
YES
NO
850

**Town of York
Proposed Budget FY 2016**

	Actual FY14	Approved Budget FY15	Proposed Budget FY16	% Change + or -	\$ Change + or -
Town Hall Operations/Management					
Utilities	10,119	12,327	13,000	5.46%	673
Telephone	7,739	7,680	8,200	6.77%	520
Heat	4,749	4,200	4,800	14.29%	600
Contracts (includes \$12,000 Cleaners)	25,666	22,690	28,148	24.05%	5,458
Legal	69,691	70,000	85,000	21.43%	15,000
Repairs and Maintenance - Bldg	3,804	10,000	10,000	0.00%	0
Postage	24,906	25,000	26,000	4.00%	1,000
Town Report	1,417	2,000	1,500	-25.00%	-500
Outside Consulting	2,720	3,500	3,500	0.00%	0
Supplies	5,086	5,000	5,000	0.00%	0
Office Supplies	5,402	7,000	6,000	-14.29%	-1,000
Total Non-Salary Expenditures	161,299	169,397	191,148	12.84%	21,751
Total Requested Tax Appropriation	161,299	169,397	191,148	12.84%	21,751

ADM 11

PROHIBITION OF OVERDRAFTS

No budgeted line item of York's Town Budget, as approved or amended by the voters of York at any Budget Referendum, may be overdrafted without the prior approval of the Board of Selectmen. Approval must be made by a formal vote of the Board, meeting in regular, emergency or other public session.

Approval of one overdraft does not constitute approval of any other overdraft in the same or any other line item unless expressly stated in the approval.

Signing of the weekly warrant does not constitute approval.

The Town Manager or his agent shall inform the Board of Selectmen of any expense that will require overdrafted funds before presenting the expense for overdraft approval

Any overdraft made without prior approval shall constitute a violation of a policy of the Town of York by the Town Manager.

Approval is at the discretion of the Board; however, given the vote by the electorate, approval of an overdraft must meet the requirements of State Law and be limited to situations such as:

A clear and imminent threat to public safety

Any condition deemed an emergency by the Board

An expense which is directly offset by revenues received.

Town of York
Summary of Revenues and Expenditures
as of May 31, 2016

92% of the year

Department	Budget	Carryforward	Revenues	Available	Expended	Unexpended	% Spent	5/31/2015	16 V 15%
Administration									
Board of Selectmen	\$ 26,882	\$ -	\$ -	\$ 26,882	\$ 26,506	\$ 376	98.60%	\$ 26,082	1.6%
Town Manager	\$ 524,030	-	335,276	\$ 859,306	586,626	272,680	68.27%	268,859	118.2%
Finance	\$ 273,125	5,000	-	\$ 278,125	228,198	49,927	82.05%	221,756	2.9%
IT	\$ 186,385	-	-	\$ 186,385	142,546	43,839	76.48%	170,465	-16.4%
Human Resources	\$ -	-	-	\$ -	-	-	#DIV/0!	72,172	-100.0%
Assessor	\$ 315,900	-	-	\$ 315,900	273,320	42,580	86.52%	261,157	4.7%
Code	\$ 238,152	-	336,326	\$ 574,478	330,704	243,774	57.57%	598,745	-44.8%
Town Clerk/Tax Collector	\$ 394,032	-	-	\$ 394,032	336,298	57,734	85.35%	329,764	2.0%
Elections	\$ 48,480	-	-	\$ 48,480	22,328	26,152	46.06%	29,199	-23.5%
Town Hall Operations	\$ 191,148	33,638	-	\$ 224,786	174,692	50,094	77.71%	145,394	20.2%
Earned Account/Unemployment	\$ 35,000	-	-	\$ 35,000	35,000	-	100.00%	35,000	0.0%
Short Sands/Ellis Park	\$ 38,573	-	-	\$ 38,573	26,312	12,261	68.21%	18,128	45.1%
Insurance	\$ 403,261	-	-	\$ 403,261	380,417	22,844	94.34%	356,761	6.6%
Policy Items	\$ 25,000	-	-	\$ 25,000	-	25,000	0.00%	41,893	-100.0%
Debt Service	\$ 2,058,560	126,668	-	\$ 2,185,228	2,091,051	94,177	95.69%	2,070,393	1.0%
Contingency	\$ 50,000	-	-	\$ 50,000	10,661	39,339	21.32%	18,024	-40.8%
Cable TV Operations	\$ 12,624	-	-	\$ 12,624	5,505	7,119	43.60%	5,860	-6.1%
Total Administration	\$ 4,821,152	165,306	671,603	\$ 5,658,060	4,670,164	987,896	82.54%	4,669,651	0.0%
Public Safety									
				\$ -					
Police Department	\$ 3,394,827	47,300	46,000	\$ 3,488,127	2,976,780	511,346	85.34%	2,923,455	1.8%
Communications	\$ 652,532	6,000	-	\$ 658,532	610,709	47,823	92.74%	460,650	32.6%
Animal Control	\$ 47,712	-	17,475	\$ 65,187	47,980	17,207	73.60%	29,532	62.5%
Harbor Management	\$ 58,129	-	-	\$ 58,129	39,794	18,335	68.46%	36,220	9.9%
York Village Fire	\$ 482,860	-	699	\$ 483,559	392,744	90,815	81.22%	370,186	6.1%
York Beach Fire	\$ 497,308	-	-	\$ 497,308	365,309	131,999	73.46%	379,189	-3.7%
Hydrants	\$ 1,010,748	-	-	\$ 1,010,748	986,281	24,467	97.58%	909,167	8.5%
Mosquito Program	\$ 40,000	-	-	\$ 40,000	25,500	14,500	63.75%	25,500	-
York Ambulance	\$ 40,000	-	-	\$ 40,000	40,000	0	100.00%	40,000	0.0%
Total Public Safety	\$ 6,224,116	53,300	64,174	\$ 6,341,590	5,485,098	856,492	86.49%	5,173,898	6.0%
Public Works									
				\$ -					
Tree Care	\$ 29,000	-	-	\$ 29,000	30,462	(1,462)	105.04%	48,528	-37.2%
Transfer Station	\$ 84,471	-	-	\$ 84,471	56,939	27,532	67.41%	35,671	59.6%
Highway	\$ 1,377,010	-	4,912	\$ 1,381,922	1,144,623	237,298	82.83%	902,179	26.9%
Winter Maintenance	\$ 1,271,709	-	-	\$ 1,271,709	1,269,477	2,232	99.82%	1,262,635	0.5%
Solid Waste, Street Lights	\$ 1,651,100	-	-	\$ 1,651,100	1,353,420	297,680	81.97%	1,353,488	0.0%
MS4	\$ 94,640	-	-	\$ 94,640	42,256	52,384	44.65%	36,577	15.5%
Total Public Works	\$ 4,507,930	-	4,912	\$ 4,512,842	3,897,177	615,665	86.36%	3,639,077	7.1%
Buildings/Grounds/Beaches									
Veteran's Graves & Ancient Burial Grounds	\$ 25,270	-	-	\$ 25,270	17,796	7,474	70.42%	15,349	15.9%
School Grounds	\$ 144,024	-	-	\$ 144,024	111,666	32,358	77.53%	110,016	1.5%
Public Bldgs/Grounds/Beaches	\$ 684,305	-	-	\$ 684,305	598,977	85,328	87.53%	545,228	0.0%
Total Bldgs/Grounds/Beaches	\$ 853,599	-	-	\$ 853,599	728,439	125,160	85.34%	670,593	8.6%

Town of York
Summary of Revenues and Expenditures
as of May 31, 2016

92% of the year

Department	Budget	Carryforward	Revenues	Available	Expended	Unexpended	% Spent	5/31/2015	16 V 15%
Human Services									
Recreation Administration	\$ 140,895	-	-	\$ 140,895	122,085	18,810	86.65%	112,224	8.8%
Public Library	\$ 504,373	-	-	\$ 504,373	504,372	1	100.00%	483,102	4.4%
Outside Requests	\$ 39,320	-	-	\$ 39,320	39,170	150	99.62%	36,400	7.6%
Senior Center	\$ 277,927	-	185	\$ 278,112	230,436	47,676	82.86%	224,995	2.4%
General Assistance	\$ 42,152	-	-	\$ 42,152	56,879	(14,727)	134.94%	58,029	-2.0%
Total Human Services	\$ 1,004,667	-	185	\$ 1,004,852	952,942	51,910	94.83%	914,750	4.2%
Boards and Committees									
				\$ -					
Boards and Committees	\$ 24,853	-	-	\$ 24,853	24,049	804	96.76%	8,270	190.8%
Cemetery Maintenance	\$ 5,000	-	-	\$ 5,000	5,000	-	100.00%	5,000	0.0%
Total Boards and Committees	\$ 29,853	-	-	\$ 29,853	29,049	804	97.31%	13,270	118.9%
Totals	\$ 17,441,317	\$ 218,606	\$ 740,873	\$ 18,400,796	\$ 15,762,869	\$ 2,637,927	85.66%	\$ 15,081,238	4.5%
Small Capital Items									
Public Safety Conceptual Design	\$ -	60,684	-	\$ 60,684	-	60,684	0.00%	-	#DIV/0!
Elections - Voting Machines	\$ -	21,911	-	\$ 21,911	-	21,911	0.00%	5,383	-100.0%
Police Vehicles	\$ 78,000	77,195	-	\$ 155,195	156,340	(1,145)	100.74%	63,694	145.5%
General Hwy - Hot Top	\$ 550,000	463,003	-	\$ 1,013,003	921,946	91,057	91.01%	416,715	121.2%
General Hwy - Road Repair	\$ -	235,342	-	\$ 235,342	235,342	0	100.00%	-	#DIV/0!
General Hwy - Fishermen's Walk	\$ 10,000	30,211	-	\$ 40,211	158	40,053	0.39%	1,465	-89.2%
General Hwy - Seawall Repair	\$ -	19,388	-	\$ 19,388	1,048	18,340	5.40%	-	#DIV/0!
General Hwy - Pick Up Truck	\$ -	-	-	\$ -	-	-	#DIV/0!	45,000	-100.0%
Parks & Rec - Mower	\$ 14,000	-	-	\$ 14,000	14,000	-	100.00%	-	#DIV/0!
Totals	\$ 652,000	\$ 907,734	\$ -	\$ 1,559,734	\$ 1,328,834	\$ 230,900	85.20%	\$ 532,258	149.7%
	18,093,317	1,126,340	740,873	19,960,530	17,091,702	2,868,827	85.63%	15,613,495	9.5%



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Driving Budget Goals

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: See attached.

RECOMMENDATION: none at this time

PROPOSED MOTION: none at this time

Prepared by Stephen H. Burns, Town Manager:

MEMO



TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager
DATE: June 24, 2016
RE: Driving Budget Goals

SHB

It is important to deliberately manage municipal operating budgets over time. In my first two budget cycles I have felt very reactive in most regards. I am hoping to take this opportunity to change this and to become more pro-active in budgeting – driving the budget rather than reacting to it. My initial focus is on the operating budget, though I will also address capital planning as well.

Operating Budget

The process I have participated in with respect to operating budget preparation, which dates back to FY2001, is a process of individual requests being compiled and then seeing where we end up, and then trying to adjust from there. To some extent this is the nature of budgeting by department and function, which is required to a degree by our Charter (*see Article II §7*).

For years the Tax Task Force has been trying to isolate expense budgets and limit operational spending. This is a very one-dimensional approach because it ignores everything else going on that affects the budget – new mandates, other revenues, other expenses (like the county tax).

I have created a 5-year budget forecasting tool that I hope to use to gain better managerial control over the budget overall. This tool accounts for Town and School spending, non-property tax revenues, county taxes, overlay, and taxable valuation. By looking back at historical patterns and projecting out components into future years, we are able to see what happens overall to the tax rate. A copy of the initial spreadsheet forecast is provided. What is important to know about that tool is that the components calculate downward on the sheet, and the tax rate forecast is the end result.

To start driving the budgets from an overall perspective, I propose to reverse the calculation process of the forecast. I think it makes sense to consider what a realistic tax rate would be as a starting point. We can then factor in anticipated change to the assessed valuation, overlay and county tax and back into net increases to the Town and School budgets. Net, in this case, meaning total cost minus non-property-tax revenues. I would propose that both the Town and School budgets each target the same percent increase to be fair.

With a target set, then it is a matter of compiling budget requests and evaluating the cost of maintaining current service levels, and of any new or expanded programs. In the likely event the desired budget requests total more than the target, then there is a basis for evaluating the set of requests to figure out the implications of meeting the target. To meet the target, what needs to happen. This gives me the information I need to make scaling decisions before the budget proposal even leaves my hands. If I feel that I can't make the target, then the burden is on me to explain why. Picking up 10 lane miles of road maintenance responsibilities from MDOT a year ago is a good case in point – we tried to fend it off but in the end we got stuck with the mandate and the budget needed to increase to accommodate the mandate. It was unavoidable. Then we choose – cut something else to cover the costs, or increase above the target.

I believe this sort of target, set by the Board of Selectmen, Budget Committee and School Committee before the operating budget preparation process begins in earnest, will give all officials involved in budgeting some key information and perspective that has been lacking in years past.

Capital Budget

As with operating budgets, I have found the capital budget process to be more reactive than proactive. There has been little guidance other than an old suggestion from the Tax Task Force that the Town should be looking to spend about \$7M/year on capital.

We have started a process where we are trying to look more holistically at vehicles, properties, roads and utilities, and major equipment. For instance, the fire truck replacement requests from each of our 2 departments were combined and we now plan to replace a big truck every 3 years so we face a regular, predictable impact and not a sudden lumping of requests. We have started down this path, but we have a way to go yet.

We also face a challenge in that the Capital Program is supposed to be in close synch with the Comprehensive Plan, which has as one component a Capital Investment Plan. That section of the plan was written before the Middle School addition and library were built – it's a bit dated at best. This section of the Comp Plan is on the schedule for an update, but I think it's in the queue for November 2018.

Conclusion

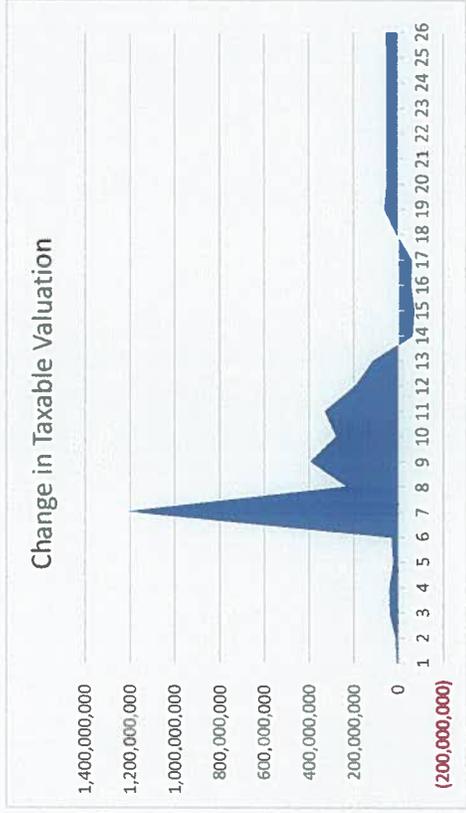
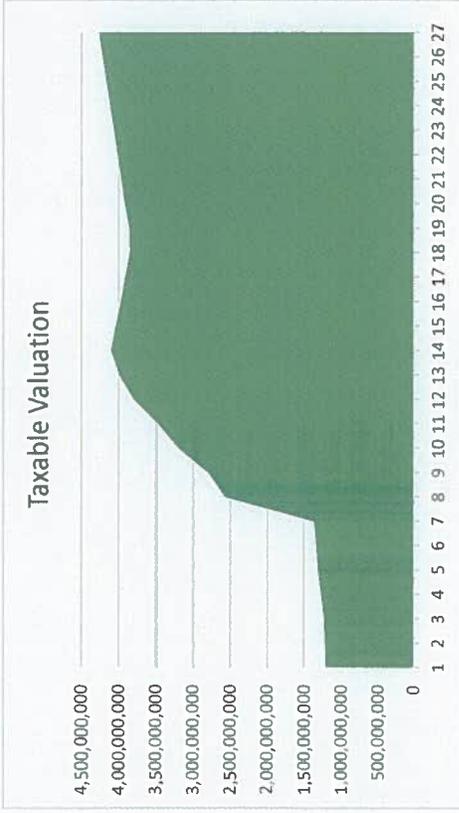
I think the capital budgeting process is in a better place than operating and will initially focus on getting a better handle on operating budget management. Capital can wait a couple years and will be fine because it has improved markedly already in the past couple years.

I believe it would be appropriate to disband the Tax Task Force because I don't believe their approach to setting budget goals is reasonable or useful. I think the 3 elected boards should be doing this together, collaboratively, and using goals set together to drive the budget preparation process.

Taxable Valuation

SHB, 4/21/16

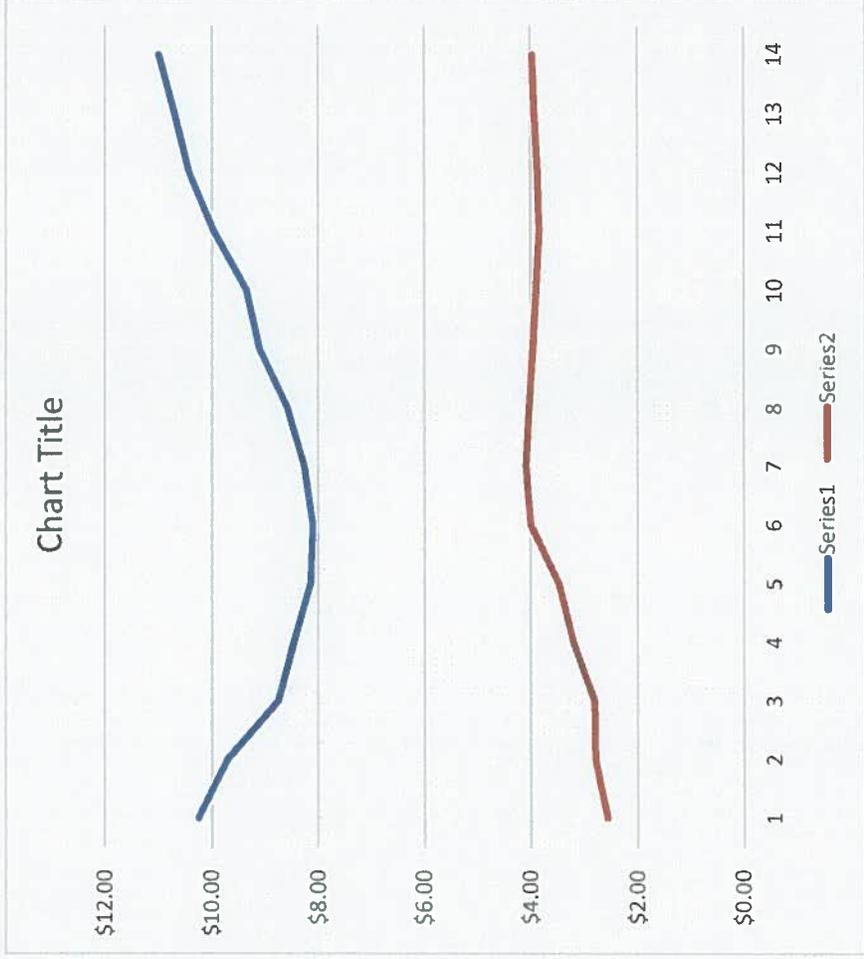
FY	Taxable Valuation	\$ Change	% Change	Projection Drivers
96	1,199,149,600			
97	1,209,157,400	10,007,800	0.83%	
98	1,222,269,000	13,111,600	1.08%	
99	1,261,238,700	38,969,700	3.19%	
00	1,302,388,100	41,149,400	3.26%	
01	1,325,347,800	22,959,700	1.76%	
02	1,356,442,300	31,094,500	2.35%	
03	2,564,460,490	1,208,018,190	89.06%	
04	2,794,142,350	229,681,860	8.96%	
05	3,188,015,020	393,872,670	14.10%	
06	3,465,999,200	277,984,180	8.72%	
07	3,794,235,030	328,235,830	9.47%	
08	3,988,361,710	194,126,680	5.12%	
09	4,100,916,830	112,555,120	2.82%	
10	4,037,653,357	(63,263,473)	-1.54%	
11	3,967,061,240	(70,592,117)	-1.75%	
12	3,909,591,408	(57,469,832)	-1.45%	
13	3,849,714,344	(59,877,064)	-1.53%	
14	3,855,034,616	5,320,272	0.14%	
15	3,915,250,959	60,216,343	1.56%	
16	3,964,520,605	49,269,646	1.26%	
17	4,014,077,113	49,556,508	1.25%	1.25%
18	4,064,253,076	50,175,964	1.25%	1.25%
19	4,115,056,240	50,803,163	1.25%	1.25%
20	4,166,494,443	51,438,203	1.25%	1.25%
21	4,218,575,623	52,081,181	1.25%	1.25%
22	4,271,307,819	52,732,195	1.25%	1.25%



York Mil Rate

Since FY03, following the re-valuation

Year	\$/1,000	Tax Base (\$billions)	%
FY03	\$10.25	2.56	
FY04	\$9.70	2.79	-5%
FY05	\$8.75	2.81	-10%
FY06	\$8.46	3.20	-3%
FY07	\$8.14	3.47	-4%
FY08	\$8.10	3.99	0%
FY09	\$8.26	4.08	2%
FY10	\$8.58	4.02	4%
FY11	\$9.10	3.95	6%
FY12	\$9.35	3.89	3%
FY13	\$9.96	3.83	7%
FY14	\$10.43	3.86	5%
FY15	\$10.70	3.92	3%
FY16	\$11.00	3.96	3%



Overlay History

York, Maine

SHB, 2016-04-18

	Tax Year	Fiscal Year		10-Year Average
1	1995	FY96	\$ 370,330.46	
2	1996	FY97	\$ 128,182.64	
3	1997	FY98	\$ 244,113.26	
4	1998	FY99	\$ 233,520.41	
5	1999	FY00	\$ 230,712.09	
6	2000	FY01	\$ 358,002.31	
7	2001	FY02	\$ 481,731.13	
8	2002	FY03	\$ 794,747.65	
9	2003	FY04	\$ 521,025.56	
10	2004	FY05	\$ 449,640.79	
11	2005	FY06	\$ 211,225.21	\$ 365,290.11
12	2006	FY07	\$ 175,167.96	
13	2007	FY08	\$ 154,413.83	
14	2008	FY09	\$ 107,418.12	
15	2009	FY10	\$ 119,839.69	
16	2010	FY11	\$ 80,645.28	
17	2011	FY12	\$ 76,907.66	
18	2012	FY13	\$ 84,104.03	
19	2013	FY14	\$ 233,314.64	
20	2014	FY15	\$ 146,209.26	
21	2015	FY16	\$ 255,837.00	\$ 143,385.75
	Sum		\$ 5,457,088.98	
	Average		\$ 259,861.38	

**Town of York
Tax Rates and Valuations
1995 - 2015**

Calendar Year	Valuation	Total Taxes	Tax Rate/1000
1995	\$1,199,149,600	\$15,708,860	13.10
1996	\$1,209,157,400	\$15,839,962	13.10
1997	\$1,222,269,000	\$17,233,993	14.10
1998	\$1,261,238,700	\$18,414,085	14.60
1999	\$1,302,388,100	\$20,447,493	15.70
2000	\$1,325,347,800	\$22,530,913	17.00
2001	\$1,356,442,300	\$25,772,404	19.00
2002	\$2,564,460,490	\$26,285,720	10.25
2003	\$2,794,142,350	\$27,103,181	9.70
2004	\$2,805,191,350	\$24,545,424	8.75
2005	\$3,197,719,520	\$27,052,707	8.46
2006	\$3,465,999,200	\$28,213,233	8.14
2007	\$3,988,361,710	\$32,305,730	8.10
2008	\$4,082,626,820	\$33,722,498	8.26
2009	\$4,019,248,550	\$34,482,153	8.58
2010	\$3,951,784,640	\$35,961,240	9.10
2011	\$3,893,577,155	\$36,404,946	9.35
2012	\$3,834,685,364	\$38,193,466	9.96
2013	\$3,855,034,616	\$40,208,011	10.43
2014	\$3,915,250,959	\$41,893,185	10.70
2015	\$3,964,520,605	\$43,609,727	11.00

MEMO



TO: Budget Committee
FROM: Stephen H. Burns, Town Manager *SHB*
DATE: May 10, 2016
RE: 5-Year Operating Budget Forecasts

To enhance my understanding of the Town's budget and my role in managing the budget over time, I have prepared a 5-year forecast of operating budget. I look forward to presenting this to the Budget Committee on May 19th so we can begin using this new tool.

The 5-year operating budget forecasts began with a compilation of FY12 through FY16 budgets for historical reference. To this I added our FY17 budget as currently before the voters. Finally, I projected FY18 through FYFY22 budgets. This includes Town, School and County operating budgets, including both revenues and expenses. County Administrator Greg Zinser provided his input and assistance, though I make the forecast projections of County expenses. School Department Business Manager Jim Amoroso generated the school revenue and expense projections himself.

A copy of my forecast tables are attached. The summary page shows expenses and revenues for the municipal and school budgets, the County tax, overlay, assessed value, and the tax rate. Cells highlighted in green are formulas, and numbers in red are variables. At this point I have not yet documented the reasons for the changes I have proposed, but I did take the time to think through each Town and County line item. I'm sure Jim did the same for school revenues and expenses. What you're seeing is the work in progress. A second table titled, "Town Expense Details" shows my projections for each expense line in the Town operating budget. These are fed by formula into the cost centers on the summary spreadsheet.

The basis of my forecasts is maintaining current public service. I didn't start with a TTF-type maximum spending cap as I don't believe in that approach. At this point I have done nothing to refine the numbers based on the initial outcome produced, which granted are a bit rough and unrefined. My goal in preparing this budget analysis tool is to begin driving the budget system rather than reacting to requests.

After presenting the concept to the Budget Committee next week, my next step will be to write up the documentation of reasons for the initial assumptions I have made. Good, bad or ugly, I took a stab at each budget line based on my understanding (or lack thereof). Once I document my reasons, then we can start refining the numbers and begin to use this tool to analyze the implications of financial decisions. I will engage my Department Heads in a similar process so they can see how their requests affect others.

And please accept my gentle warning right now – please don't get too fixated on any of the numbers in here. It shows a picture of stability, but that's because I don't know of (or account for) any radical changes that may loom out of sight over the horizon. This is simply a tool to help us improve our efforts, and used in this capacity it should be a great help as we move forward.

Credit goes to Don Lawton for his budget analysis spreadsheet that we used this year to evaluate changes to the proposed budgets. I used Don's conceptual layout to create my own for projection purposes. Any errors or problems, however, are mine alone at this point.

I look forward to our discussion next week.

Five-Year Operating Budget Forecast - Summary Table

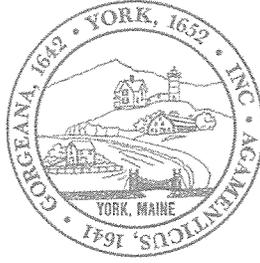
SHB, 5/10/2016

	FY12	FY13	FY14	FY15	FY16	Current Year FY17	FY18	FY19	FY20	FY21	FY22	
	Actual	Actual	Actual	Actual	Budgeted	Budgeted	Projected	Projected	Projected	Projected	Projected	
Municipal Budgeted Expenses	14,750,260	15,340,241	16,297,369	17,125,266	18,093,315	18,338,918	18,964,106	19,616,812	20,305,104	21,005,083	21,695,430	
Administration	2,240,527	2,021,490	2,351,322	2,542,647	2,699,019	2,771,649	2,857,330	2,951,015	3,071,078	3,183,047	3,274,999	
Public Safety	5,456,598	5,627,682	5,816,866	5,844,259	6,302,115	6,517,783	6,669,475	6,859,905	7,051,355	7,254,059	7,458,259	
Public Works	4,120,296	4,138,024	4,332,603	4,795,165	5,067,929	4,859,387	5,010,147	5,181,433	5,358,519	5,541,658	5,731,117	
Parks/Grounds/Beaches	751,113	792,119	828,933	811,635	906,172	973,312	1,010,794	1,050,105	1,090,910	1,133,266	1,177,237	
Boards & Committees	10,328	11,075	6,746	10,475	24,853	48,627	48,938	49,256	49,580	49,911	50,248	
Human Services	440,294	463,908	495,449	510,520	500,294	549,730	564,981	581,600	598,628	616,077	633,959	
Other	507,168	507,427	466,906	550,941	534,373	612,284	672,172	688,227	704,763	721,796	739,340	
Capital-Related Operating Expenses	1,223,936	1,778,516	1,998,544	2,059,624	2,058,560	2,006,146	2,130,270	2,255,270	2,380,270	2,505,270	2,630,270	
Municipal Budgeted Revenues	5,106,795	5,034,409	5,099,949	5,238,736	5,034,800	5,155,200	5,000,000	5,135,000	5,160,000	5,260,000	5,360,000	
Vehicle Excise Taxes	2,510,477	2,665,269	2,835,233	3,013,822	2,860,000	3,100,000	3,200,000	3,300,000	3,400,000	3,500,000	3,600,000	
Parking Revenues	380,442	381,491	411,116	393,602	430,000	555,000	575,000	575,000	575,000	575,000	575,000	
State: Municipal Revenue Sharing	505,814	462,286	301,520	282,826	269,400	282,000	290,000	300,000	200,000	200,000	200,000	
State: Local Roads Subsidy	201,220	198,548	204,548	186,756	175,000	224,000	225,000	225,000	225,000	225,000	225,000	
Cable TV Franchise Revenue	190,329	192,484	194,602	198,371	193,000	198,000	200,000	200,000	200,000	200,000	200,000	
Other	528,513	484,331	502,930	513,359	507,400	496,200	510,000	535,000	560,000	560,000	560,000	
Use of Fund Balance	790,000	650,000	650,000	650,000	600,000	300,000	0	0	0	0	0	
Net Municipal Funded by Property Taxes	9,643,465	10,305,832	11,197,420	11,886,530	13,058,515	13,183,718	13,964,106	14,481,812	15,145,104	15,745,083	16,335,430	
School Budgeted Expenses	25,833,171	26,374,559	27,487,166	28,647,341	29,684,473	30,963,013	32,212,347	33,230,272	34,254,278	34,709,155	35,828,327	
School Budgeted Revenues	1,634,945	1,605,695	1,676,249	1,832,597	1,807,075	1,882,995	1,928,849	1,990,054	2,054,254	1,981,603	2,052,261	
State	1,029,738	1,214,090	972,376	1,115,414	1,160,971	1,254,436	1,317,158	1,383,016	1,452,166	1,524,775	1,601,014	
Other	605,207	216,605	299,928	447,033	376,104	428,559	411,691	407,038	402,088	256,828	251,247	
Fund Balance	0	175,000	403,945	270,150	270,000	200,000	200,000	200,000	200,000	200,000	200,000	
Net School Funded by Property Taxes	24,198,226	24,768,864	25,810,917	26,814,744	27,877,398	29,080,018	30,283,498	31,240,218	32,200,024	32,727,552	33,776,066	
County Tax	2,180,669	2,188,134	2,384,101	2,390,073	2,416,154	2,398,831	2,438,550	2,261,792	2,284,410	2,307,254	2,330,327	
Base Tax	2,180,669	2,188,134	2,166,754	2,157,686	2,187,527	2,173,964	2,217,443	2,261,792	2,284,410	2,307,254	2,330,327	
FY13 Financed - Principal	0	0	217,347	217,347	217,347	217,347	217,347	0	0	0	0	
FY13 Financed - Interest	0	0	0	15,040	11,280	7,520	3,760	0	0	0	0	
Overlay	76,908	84,104	233,315	146,209	255,837	260,000	260,000	260,000	260,000	260,000	260,000	
TOTAL Funded by Property Taxes	36,099,268	37,346,934	39,625,753	41,237,556	43,607,904	44,922,567	46,946,154	48,243,823	49,889,538	51,039,890	52,701,822	
Taxable Property Valuation	3,909,591,408	3,849,714,344	3,855,034,616	3,915,250,959	3,964,520,605	4,014,077,113	4,064,253,076	4,115,056,240	4,166,494,443	4,218,575,623	4,271,307,819	
Tax Rate	Calculated	9.23	9.70	10.28	10.53	11.00	11.19	11.55	11.72	11.97	12.10	12.34
	Actual	9.35	9.96	10.43	10.70	11.00	-	-	-	-	-	-

Town Expense Details

SHB, 5/10/2016

	Current Year											
	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budgeted	FY17 Budgeted	FY18 Projected	FY19 Projected	FY20 Projected	FY21 Projected	FY22 Projected	
Administration	2,240,527	2,021,490	2,351,322	2,542,647	2,699,019	2,771,649	2,857,330	2,951,015	3,071,078	3,183,047	3,274,999	18.2%
Board of Selectmen	12,236	23,586	26,900	27,641	26,882	29,434	29,728	30,026	30,326	30,629	30,935	1% annual
Town Manager Department	235,242	241,556	264,278	295,254	524,030	565,913	582,890	600,377	618,388	636,940	656,048	3% annual
Finance Department	441,928	219,611	215,041	243,193	273,125	285,207	293,763	302,576	311,653	321,003	330,633	3% annual
Information Technology	0	0	165,216	198,998	186,385	186,385	186,385	186,385	186,385	186,385	186,385	0% annual
Human Resources	0	0	88,678	80,770	0	0	0	0	0	0	0	part of TM Dept. now
Assessing Department	292,393	265,612	275,593	289,297	315,900	329,537	329,537	329,537	329,537	329,537	329,537	0% annual
Code Enforcement/Community Development	331,839	413,349	403,633	406,785	238,152	178,496	183,851	189,366	195,047	200,899	206,926	3% annual
Town Clerk/Tax Collector	325,809	328,867	351,546	371,573	394,032	409,404	417,592	425,944	434,463	443,152	452,015	2% annual
Elections	21,163	22,715	9,886	26,066	48,480	47,111	40,000	35,000	50,000	50,000	35,000	varies
Town Hall Operations	202,064	124,494	161,299	172,675	191,148	216,900	227,745	239,132	251,089	263,643	276,825	5% annual
Records Management	14,330	0	0	0	0	0	0	0	0	0	0	zero
Earned Account/Unemployment	22,000	25,000	35,000	35,000	35,000	47,500	47,500	47,500	47,500	47,500	35,000	personal knowledge
Contingency	10,056	5,200	4,425	13,997	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0% annual
Supplemental Contingency	0	0	0	0	0	0	0	0	0	0	0	zero
Cable TV Operations	5,599	7,530	6,368	24,470	12,624	19,220	21,142	23,256	25,582	28,140	30,954	10% annual
Academic Reimbursement	2,000	0	0	0	0	0	0	0	0	0	0	zero
Insurance	323,868	343,970	343,459	356,928	403,261	406,542	447,196	491,916	541,107	595,218	654,740	10% annual
Public Safety	5,456,598	5,627,682	5,816,866	5,844,259	6,302,115	6,517,683	6,669,475	6,859,905	7,051,355	7,254,059	7,458,259	14.4%
Police	3,037,282	3,150,221	3,307,063	3,337,235	3,472,826	3,579,754	3,687,147	3,797,761	3,911,694	4,029,045	4,149,916	3% annual
Communications	547,688	618,234	591,466	562,732	652,532	684,374	684,374	684,374	684,374	684,374	684,374	0% annual
Animal Control	38,827	38,717	35,820	38,449	47,712	51,954	51,954	51,954	51,954	51,954	51,954	0% annual
Harbor Master	43,062	44,875	46,259	44,875	47,089	58,129	64,829	66,126	67,448	68,797	70,173	2% annual
York Village Fire	438,039	466,074	426,471	426,581	482,860	505,598	530,878	557,422	585,293	614,558	645,285	5% annual
York Beach Fire	420,245	377,473	474,707	449,562	497,308	513,330	538,997	565,946	594,244	623,956	655,154	5% annual
PD Transitional Operating Expenses	0	0	0	0	0	25,000	0	0	0	0	0	not applicable
Public Health	80,000	80,000	80,000	80,000	80,000	100,000	100,000	105,000	105,000	110,000	110,000	2 year increments - YA
Fire Hydrants	851,455	852,088	855,080	902,611	1,010,748	992,944	1,010,000	1,030,000	1,050,000	1,070,000	1,090,000	\$20K/yr.
Public Works	4,120,296	4,138,024	4,332,603	4,795,165	5,067,929	4,859,387	5,010,147	5,181,433	5,358,519	5,541,658	5,731,117	17.9%
Tree Care	26,918	23,852	12,197	51,232	29,000	29,000	29,000	29,000	29,000	29,000	29,000	0% annual
Transfer Station	79,587	60,724	90,389	44,647	84,471	88,871	90,000	90,000	90,000	90,000	90,000	0% annual
Highway Maintenance	1,724,992	1,534,717	1,558,255	1,910,690	1,937,009	1,509,661	1,539,854	1,570,651	1,602,064	1,634,106	1,666,788	2% annual
Winter Highway Maintenance	941,087	1,090,936	1,159,139	1,215,559	1,271,709	1,375,005	1,402,505	1,430,555	1,459,166	1,488,350	1,518,117	2% annual
Contracted Services	1,347,712	1,427,795	1,441,527	1,486,825	1,651,100	1,760,750	1,848,788	1,941,227	2,038,288	2,140,203	2,247,213	5% annual
MS4	0	0	71,096	86,212	94,640	96,100	100,000	120,000	140,000	160,000	180,000	increasing
Parks, Grounds & Beaches	751,113	792,119	828,933	811,635	906,172	973,312	1,010,794	1,050,105	1,090,910	1,133,266	1,177,237	21.0%
Buildings, Grounds & Beaches	686,791	728,170	771,435	769,769	842,329	896,917	932,794	970,105	1,008,910	1,049,266	1,091,237	4% annual
Mt. A Trails & Coordinator	25,250	25,250	25,250	0	0	0	0	0	0	0	0	zero
Ellis Short Sands Park	36,032	36,183	29,248	25,197	38,573	39,276	40,000	41,000	42,000	43,000	44,000	\$1K/yr
Veterans' Graves & Ancient Burial Grounds	3,040	2,516	3,000	16,669	25,270	37,119	38,000	39,000	40,000	41,000	42,000	\$1K/yr
Boards & Committees	10,328	11,075	6,746	10,475	24,853	48,627	48,938	49,256	49,580	49,911	50,248	3.3%
Planning Board	6,728	5,898	6,164	8,783	8,800	9,858	10,055	10,256	10,461	10,671	10,884	2% annual
Appeals Board	60	460	175	289	3,998	5,714	5,828	5,945	6,064	6,185	6,309	2% annual
Shellfish Commission	536	1,609	1,264	554	1,725	1,725	1,725	1,725	1,725	1,725	1,725	0% annual
Conservation Commission	2,830	2,830	-2,043	169	2,830	2,830	2,830	2,830	2,830	2,830	2,830	0% annual
Cable TV Board	0	0	0	0	400	400	400	400	400	400	400	0% annual
Budget Committee	0	115	123	523	100	600	600	600	600	600	600	0% annual
Historic District Commission	174	163	1,063	157	4,000	10,000	10,000	10,000	10,000	10,000	10,000	0% annual
Energy Steering Committee	0	0	0	0	3,000	13,000	13,000	13,000	13,000	13,000	13,000	0% annual
Cliff Walk Committee	0	0	0	0	0	4,500	4,500	4,500	4,500	4,500	4,500	0% annual
Human Services	440,294	463,908	495,449	510,520	500,294	549,730	564,981	581,600	598,628	616,077	633,959	15.3%
Recreation Administration	127,458	131,166	135,600	125,365	140,895	160,682	155,202	159,859	164,654	169,594	174,682	3% annual
Senior Center	225,096	233,764	249,898	256,878	277,927	290,076	298,778	307,742	316,974	326,483	336,278	3% annual
General Assistance	19,040	29,278	41,451	59,377	42,152	70,050	71,000	72,000	73,000	74,000	75,000	\$1K/yr
Senior Transportation	32,500	32,500	32,500	32,500	0	0	0	0	0	0	0	zero
Outside Requests	36,200	37,200	36,000	36,400	39,320	38,922	40,000	42,000	44,000	46,000	48,000	\$2K/yr
Other	507,168	507,427	466,906	550,941	534,373	612,284	672,172	688,227	704,763	721,796	739,340	20.8%
First Parish Church Cemetery Maintenance	4,000	4,000	4,000	5,000	5,000	7,000	7,000	7,000	7,000	7,000	7,000	0% annual
Property Tax Relief	49,560	49,819	0	0	0	55,000	55,000	55,000	55,000	55,000	55,000	0% annual
Library Appropriation	450,218	450,218	462,906	483,102	504,373	519,584	535,172	551,227	567,763	584,796	602,340	3% annual
Policy Items	3,390	3,390	0	62,839	25,000	30,700	75,000	75,000	75,000	75,000	75,000	0% annual
Capital-Related Operating Expenses	1,223,936	1,778,516	1,998,544	2,059,624	2,058,560	2,006,146	2,130,270	2,255,270	2,380,270	2,505,270	2,630,270	31.1%
Capital Paid With Current Year Funds	0	0	0	0	0	133,000	150,000	175,000	200,000	225,000	250,000	increasing
Bonding Costs	0	0	36,454	36,454	44,000	44,000	44,000	44,000	44,000	44,000	44,000	fixed
Debt Service	1,223,936	1,778,516	1,937,527	1,998,607	2,014,560	1,792,876	1,900,000	2,000,000	2,100,000	2,200,000	2,300,000	??????
New Debt Service	0	0	24,563	24,563	0	36,270	36,270	36,270	36,270	36,270	36,270	0% annual
Grand Totals	14,750,260	15,340,241	16,297,369	17,125,266	18,093,315	18,338,918	18,964,106	19,616,812	20,305,104	21,005,083	21,695,430	18.3%



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: June 27, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Committee Charges/Functions	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: There are 3 committees that I recommend the Board discuss with regard to their charge/function.

Tax Task Force. As I have proposed in my write-up about driving budget goals, I recommend elimination of this Committee. I do not believe it serves a necessary purpose any longer.

Energy Steering Committee. This Committee is evolving and it would be worth the Board's time to review its charter to see if the original charge from years ago is still relevant or should be amended.

Village Study Committee. This Committee has brought forward the plans to enhance York Village and its work, after about 4 years of effort, is now essentially done. The only remaining planning issue is the matter of underground utilities, which is dependent upon the work of the contractor at this point. It would make sense to transition to a Village Construction Committee – similar in scope to the committees the Board appoints for projects like the Bathhouse and the Police Station. This new committee should be looking at underground utilities, project phasing/timeframes, and community impacts during construction.

RECOMMENDATION: n.a.

PROPOSED MOTION: This is up to the Board following discussion.

Prepared by Stephen H. Burns, Town Manager:



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 23, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Selectmen's Rep to the Cliff Walk Committee

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Cliff Walk Committee's charter calls for a member of the Board of Selectmen to be appointed in a non-voting capacity. This seat is currently vacant.

RECOMMENDATION: I recommend the Board appoint a member.

PROPOSED MOTION: I move to appoint _____ to serve as a non-voting member of the Cliff Walk Committee.

Prepared by Stephen H. Burns, Town Manager: _____

Cliff Walk Committee – Committee Charter

Adopted by the Board of Selectmen – March 9, 2015

Standing Committee. The Cliff Walk Committee is a standing committee created by and answerable to the Board of Selectmen.

Membership. The Committee shall be comprised of seven voting members and one non-voting member of the Board of Selectmen. The Board of Selectmen shall appoint members of the Committee. A quorum for purposes of voting shall require a minimum of four members present and voting and decisions shall be by majority vote. Appointments shall be for four year terms, but the initial appointments shall be for staggered terms such that not more than three appointments expire in any given year. Consideration shall be given to appointing representatives of the Friends of the Cliff Walk Steering Committee and property owners abutting the Cliff Walk.

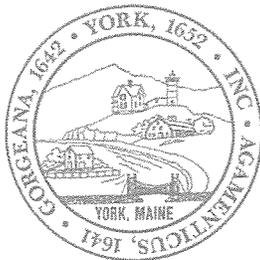
Meetings. All meetings of the Committee shall be public meetings, which shall be conducted in conformance with the Maine Freedom of Access Law (Title 1, M.R.S.A. Ch 13) and Robert's Rules of Order. A notice of the meeting, which may be simply the meeting agenda, shall be posted publicly in advance of each meeting. When dealing with legal or property-specific issues, meetings in executive session are authorized if they are in conformance with Title 1, M.R.S.A. Ch 13, §405.

Minutes. Minutes shall be taken at each meeting in accordance with Robert's Rules of Order. Approved minutes shall be provided to the Town Clerk for archiving.

Mission. The mission of the Committee is to pursue the interests of the Town and its citizens, as defined by the Board of Selectmen, in keeping the Cliff Walk open for use by the public and ensuring that the walk is safe and properly maintained. Efforts of the Committee may include recommendations to the Board of Selectmen regarding changes in protocols for the management, operation, security, and maintenance of the Cliff Walk to preserve and, as appropriate, expand public access to the Cliff Walk while addressing the concerns of abutters.

Periodic Meetings with the Board of Selectmen. In recognition of the fact that the Board of Selectmen is responsible for setting municipal policy and executing legally binding agreements, the Committee will meet with the Board of Selectmen, at least twice annually, to recommend strategic action in support of its Mission, make budget recommendations, and update the Board on the Committee's efforts.

Modification of Committee Charter. Any time after its formation, the Committee may propose to the Board of Selectmen any modification of its Charter believed necessary to enhance the ability to achieve its mission. The Board of Selectmen may accept, modify, or reject proposed changes to the Committee Charter.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 24, 2016

ACTION

DATE ACTION REQUESTED: June 27, 2016

DISCUSSION ONLY

SUBJECT: Abatement Request

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Grant, partially grant, or deny the Abatement Request discussed in Executive Session

RECOMMENDATION:

PROPOSED MOTION: I move to grant/deny/partially grant an Abatement Request for Case #16-03 made pursuant to MRSA Title 36 § 841.2 in the sum of \$_____ for Tax Year 2015.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____

REVIEWED BY:  _____