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

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BOARD OF SELECTMEN'S MEETING AGENDA
6:00/7:00PM MONDAY, APRIL 11, 2016
YORK LIBRARY

6:00PM: Joint Workshop with Budget Committee

Call to Order

Opening Ceremonies

A. Minutes
1. March 28, 2016 Meeting Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

E. Reports
1. Kearsarge House Project/Street and Sidewalk Re-opening Update
2. Bicycle and Pedestrian Committee Update
3. Parks and Recreation Board Update

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

H. Endorsements
Business Licenses:

- Global Montello Group Corp. DBA: Mr. Mike's York (Food Service); located at 519 US Route One

- Susan Palamaris DBA: York House of Pizza (Food Service); located at 274 US Route One
- Nancy's Catering, Inc. DBA: Nancy's Catering (Food Service, Liquor, Special Amusement); located at 1151 US Route One
- Stonewall Kitchen, LTD, DBA: Stonewall Kitchen, LLC (Food Service, Liquor); located at 2 Stonewall Lane
- Natalie and Danielle Lawrence-Taylor DBA: Grass Roots (Food Service); located at 1300 US Route One
- Jason Johnson DBA: Shore Road Restaurant and Market (Food Service); located at 10 Shore Road

I. Old Business

1. Discussion and Possible Action: 8 Gunnison Road
2. Discussion and Possible Action: Trash and Recycling Options
3. Discussion and Possible Action: Property Disposition Policy

J. New Business

1. Discussion and Possible Action: Multi-Generational Community Center
2. Discussion and Possible Action: Wheeler Wildlife Refuge
3. Discussion and Possible Action: Call School Budget Meeting
4. Discussion and Possible Action: Set Polling Hours and Appoint Election Clerks
5. Discussion and Possible Action: Sewer Main Extension Assurances
6. Discussion and Possible Action: Videos on Town Web Page
7. Discussion and Possible Action: Special Event Permits
   a. First Parish Church's Village Faire
   b. York Art Association's Art in the Park

K. Future Agendas

L. Other Business

M. Citizens' Forum

Adjourn

FOR BUDGET COMMITTEE DISCUSSION

Amended 10/12/0

TOWN OF YORK
Tax Task Force Committee
Established September 14, 2004

PURPOSE:

The purpose of the Tax Task Force Committee is to advise the Board of Selectmen on all issues related to taxation, including assessment, budgeting, spending, revenue enhancement and tax relief for citizens with special needs. The Committees role is advisory to the Board of Selectmen. They shall have the following responsibilities:

1. To inform the taxpayers how assessments are determined and what the duties of the Towns Assessor encompass. To review and finalize the information booklet with the Assessor.

2. To investigate and recommend procedures for re-assessment used by the State of Maine as follows:

   a. Limit use of prior year sales to 12 months, 15 months for special circumstances;
   b. Eliminate the top and bottom 15% of sales

3. To allow for the research and implementation of new assessment policies and/or procedures as allowed under the State Statutes with approval of the Board of Selectmen.

4. To allow for town-wide inflation in making assessments as determined to be legal.

5. To calculate the value of buildings more precisely, to review valuation of commercial land on par with residential

6. To adjust properties annually to correct egregious assessments.

7. To replace the procedure presently being used for annual re-assessment.

COMMITTEE COMPOSITION:

The Committee will be appointed by the Board of Selectmen and will have the following composition:

1. Five to Nine members of the General Public.
2. Appointments are to be 3 year terms, staggered.
3. The Committee to include the Assessor as a non-voting staff member.
4. A majority vote would be a quorum of those appointed members.

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CHAIR & VICE-CHAIR:

The Chair shall be a voting member of the Committee and shall be chosen by majority vote. The Chair will be responsible for the orderly conduct of Committee meetings. A Vice-Chair shall also be chosen by majority vote and shall be a voting member of the Committee. The Vice-Chair shall be responsible to perform the duties of the Chair in the absence of the Chair.

MEETINGS AND TIME TABLE:

The Committee shall determine meeting times and dates. All meetings shall be held in public and properly noticed. In the event the Committee must enter into Executive Session, the Committee shall comply with MRSA Title 1, Section 405 of State Law. The Committee shall use the privilege of executive sessions only when absolutely necessary to protect the interests of the Town or property owners.

Back to Agenda

Moved by Mr. Macdonald and seconded, to amend the previous motion, to postpone the license renewal for Birch Hill Paintball. Without objection, it was so ordered

Applications - Board &Committees
- Audrey Peabody - Assessment Review Board
- Harry Kluger - Various

The Chair read the applicants into the record and stated an interview would be scheduled as soon as possible.

New Business

04-171(1) Ordered, to set the polling hours for the November 2, 2004 Special General and General Referenda between the hours of 8:00 am and 8:00 pm at the York High School Robert E. Butler Gymnasium

Moved by Mr. Palumbo and seconded, to set the polling hours as stated. Without objection, it was so ordered.

04-172(2) Ordered, to appoint Mary-Anne Szeniawski as Warden for the November 2, 2004 Special and General Referenda

Moved by Mr. Palumbo and seconded, to appoint Ms. Szeniawski as Warden. Without objection, it was so ordered.

04-173(3) Ordered, to replace Michelle Moody as the Board of Selectmen representative to the Open Space Committee.

Moved by Mr. Macdonald and seconded, to replace Mrs. Moody as Board Representative with Torbert Macdonald. Without objection, it was so ordered.

04-174(4) Ordered, to amend the Tax Task Force Committee statement of purpose

Moved by Mr. Palumbo and seconded, to delete the initial first sentence and replace it with the sentence drafted by the Tax Task Force Committee. Without objection, it was so ordered.

04-175(5) Ordered, to approve the CEO Review Board Charge and Guidelines

Moved by Mr. Macdonald and seconded, to approve the CEO Review Board Charge and Guidelines. Without objections, it was so ordered.

BOARD OF SELECTMEN'S
MEETING MINUTES
6:00/7:00PM MONDAY, MARCH 28, 2016
YORK LIBRARY

6:00PM: Executive Session: Pursuant to M.R.S. § 405.6.D (Collective Bargaining Contracts) and 405.6.F (Poverty Abatement)

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

Moved by Mr. Speers, seconded by Mr. Macdonald to enter into executive session pursuant to MRS 405.6.F. Without objection, so ordered.

Moved by Mr. Macdonald, seconded by Mr. Speers to exit out of executive session pursuant to MRS 405.6.F. Without objection so ordered.

Moved by Mr. Speers, seconded by Mr. Macdonald to enter into executive session pursuant to MRS 405.6.D. Without objection, so ordered.

Moved by Mr. Macdonald, seconded by Mr. Speers to exit out of executive session pursuant to MRS 405.6.D. Without objection, so ordered.

7:00PM: Regular Meeting

Present: Chairman Robert E. Palmer, Jr., Vice-Chairman Jonathan O. Speers, Torbert Macdonald, Dawn Sevigny-Watson, Todd A. Frederick, 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 7:05PM.

Opening Ceremonies

A. Minutes

1. March 14, 2016 Meeting Minutes

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Moved by Mr. Macdonald, seconded by Ms. Sevigny-Watson to approve the March 14, 2016 Meeting Minutes, as amended. Without objection, so ordered.

B. Chairman's Report

Chairman Robert E. Palmer, Jr. stated that he met with a few students from the York Middle School who have been involved in the composting at their school. If 16 homes in York use Mr. Fox Composting – then York Middle School will have their composting done by Mr. Fox Composting for free.

C. Manager's Report

Town Manager Stephen H. Burns stated that the York Wild and Scenic River Study Committee has started their watershed plan and intend to be done in the fall of 2018. Also, there is a Community Dialogue discussion on May 14th regarding "York's Taxes". Mr. Burns also have an update on the Ridge Road/Connector Road site – the rock crushing is finished, and erosion control violations have been corrected.

D. Reports

1. Gregory Zinser, County Administrator, and Gary Sinden, County Commissioner

E. Awards

1. Bid Award: Summer Brochure Award

Moved by Mr. Macdonald, seconded by Mr. Speers to award the bid for the Parks and Recreation Department's 2016 Summer Brochure to Graphic Image, Inc. in Milford, CT. in the amount of $7,275.00 with the brochure being 36 pages plus cover and totaling 8,000 brochures. Vote 5-0, motion passes.

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: Dwight Bardwell, School Committee
Arthur Krycos
Howard Koeppel
Charles Stacy

G. Public Hearings

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1. Proposed Ordinance Amendments for May 2016 Referendum

   a. York Village Center Zoning Districts

Moved by Mr. Macdonald, seconded by Speers to open the public hearing. Without objection, so moved.

Public Comment: None

Moved by Mr. Macdonald, seconded by Mr. Speers to close the public hearing. Without objection, so moved.

   b. Business Licensing Ordinance

Moved by Mr. Macdonald, seconded by Mr. Speers to open the public hearing. Without objection, so moved.

Public Comment: Mike Estes, Chamber of Commerce

Moved by Mr. Speers, seconded by Mr. Macdonald to close the public hearing. Without objection, so moved.

   c. Property Tax Relief Ordinance

Moved by Mr. Macdonald, seconded by Mr. Speers to open the public hearing. Without objection, so moved.

Public Comment: None

Moved by Mr. Macdonald, seconded by Mr. Speers to close the public hearing. Without objection, so moved.

2. May 2016 Warrants

   a. May 21, 2016 FY17 Budget Referendum Warrant

   b. May 21, 2016 School Budget Validation Warrant

   c. May 21, 2016 Special General Referendum Warrant

Moved by Mr. Frederick, seconded by Ms. Sevigny-Watson to open the public hearing. Without objection, so moved.

Public Comment: Howard Koeppel
Arthur Krycos
Ted Little

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Dean Lessard, Director of Public Works
Ron McAllister
Arthur Krycos
Ron McAllister
Ted Little
Arthur Krycos

Moved by Mr. Macdonald, seconded by Mr. Speers to close the public hearing. Without objection, so moved.

3. New Business License: Wiggly Bridge Distilleries, LLC DBA: Wiggly Bridge Distillery (Food Service and Liquor); located at 441 US Route One

Moved by Mr. Macdonald, seconded by Mr. Frederick to open the public hearing. Without objection, so moved.

Public Comment: None

Moved by Mr. Macdonald, seconded by Mr. Speers to close the public hearing. Without objection, so moved.

H. Endorsements

Business Licenses:

- Benjamin Goldman DBA: The Velveteen Habit Farmhouse Restaurant (Food Service, Liquor, Special Amusement); located at 37 Ogunquit Road
- Norma Clark DBA: Norma's Restaurant, Inc. (Food Service); located at 529 US Route One
- Ellen Boloker DBA: Beauport Inn (Bed and Breakfast); located at 339 Clay Hill Road
- Don and Erika Seydler DBA: Long Sands General Store (Food Service); located at 121 Long Beach Avenue
- Phyllis Fox DBA: Fox's Lobster House (Food Service, Liquor); located at 8 Sohier Park Road
- Longhorn Trading Company DBA: Wild Willy's Burgers (Food Service, Liquor); located at 765 US Route One
- Andrew Stone DBA: Oceanside Store, Inc. (Food Service); located at 179 Long Beach Avenue
- Randy Small and Kent Kilgore DBA: Fishermen's Dock, LLC (Food Service, Liquor); located at 674 US Route One
- Ray Ramsey DBA: Anchorage Inn (Food Service, Liquor, Special Amusement, Innkeeper); located at 265 Long Beach Avenue
- Harris Island Corporation DBA: Dockside Restaurant (Food Service, Liquor, Special Amusement, Innkeeper); located at 22 Harris Island Road
- Wiggly Bridge Distilleries, LLC DBA: Wiggly Bridge Distillery (Food Service, Liquor); located at 441 US Route One

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- The Goldenrod DBA: Lobster Cove (Food Service, Liquor and Special Amusement); located at 765 York Street

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the following business license applications: Benjamin Goldman DBA: The Velveteen Habit Farmhouse Restaurant (Food Service, Liquor, Special Amusement); located at 37 Ogunquit Road, Norma Clark DBA: Norma's Restaurant, Inc. (Food Service); located at 529 US Route One, Ellen Boloker DBA: Beauport Inn (Bed and Breakfast); located at 339 Clay Hill Road, Don and Erika Seydler DBA: Long Sands General Store (Food Service); located at 121 Long Beach Avenue, Phyllis Fox DBA: Fox's Lobster House (Food Service, Liquor); located at 8 Sohier Park Road, Longhorn Trading Company DBA: Wild Willy's Burgers (Food Service, Liquor); located at 765 US Route One, Andrew Stone DBA: Oceanside Store, Inc. (Food Service); located at 179 Long Beach Avenue, Randy Small and Kent Kilgore DBA: Fishermen's Dock, LLC (Food Service, Liquor); located at 674 US Route One, Ray Ramsey DBA: Anchorage Inn (Food Service, Liquor, Special Amusement, Innkeeper); located at 265 Long Beach Avenue, Harris Island Corporation DBA: Dockside Restaurant (Food Service, Liquor, Special Amusement, Innkeeper); located at 22 Harris Island Road, Wiggly Bridge Distilleries, LLC DBA: Wiggly Bridge Distillery (Food Service, Liquor); located at 441 US Route One, and The Goldenrod DBA: Lobster Cove (Food Service, Liquor, Special Amusement); located at 765 York Street, 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 and Possible Action: Move Ordinance Amendments to the May Special General Referendum

   a. York Village Center Zoning Districts

Moved by Mr. Macdonald, seconded by Mr. Frederick to place the posted proposed York Village Center Districts zoning ordinance and accompanied amendments on the May 21, 2016 Special General Referendum Ballot. Vote 4-0-1, Mr. Palmer abstained, motion passes.

   b. Business Licensing Ordinance

Moved by Mr. Macdonald, seconded by Mr. Speers to table the proposed Business Licensing Ordinance amendment. Vote 5-0, motion passes.

   c. Property Tax Relief Ordinance

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Moved by Mr. Macdonald, seconded by Mr. Speers to place the Property Tax Relief Ordinance on the May 21, 2016 Special General Referendum ballot. Vote 5-0, motion passes.

2. Discussion and Possible Action: Preference Votes

a. May 21, 2016 FY17 Budget Referendum Articles

Article Two: 5-0
Article Five: 5-0
Article Eight: 5-0
Article Eleven: 5-0
Article Fourteen: 5-0
Article Seventeen: 5-0
Article Twenty: 5-0
Article Twenty-Three: 5-0
Article Twenty-Six: 5-0
Article Twenty-Nine: 5-0
Article Thirty-Two: 5-0
Article Thirty-Five: 5-0
Article Thirty-Eight: 5-0
Article Forty-One: 5-0
Article Forty-Four: 5-0
Article Forty-Seven: 5-0
Article Fifty: 5-0
Article Fifty-Three 5-0
Article Fifty-Six: 5-0
Article Fifty-Nine: 5-0
Article Sixty-Two: 5-0
Article Sixty-Five: 5-0
Article Sixty-Eight: 5-0

Article Three: 5-0
Article Six: 5-0
Article Nine: 5-0
Article Twelve: 5-0
Article Fifteen: 4-1 (TM)
Article Eighteen: 5-0
Article Twenty-One: 5-0
Article Twenty-Four: 5-0
Article Twenty-Seven: 5-0
Article Thirty: 5-0
Article Thirty-Three: 5-0
Article Thirty-Six: 5-0
Article Thirty-Nine: 5-0
Article Forty-Two: 5-0
Article Forty-Five: 5-0
Article Forty-Eight: 5-0
Article Fifty-One: 5-0
Article Fifty-Four: 5-0
Article Fifty-Seven: 5-0
Article Sixty: 4-0-1 (RP)
Article Sixty-Three: 5-0
Article Sixty-Six: 5-0
Article Sixty-Nine: 5-0

Article Four: 5-0
Article Seven: 5-0
Article Ten: 5-0
Article Thirteen: 5-0
Article Sixteen: 5-0
Article Nineteen: 5-0
Article Twenty-Two: 5-0
Article Twenty-Five: 5-0
Article Twenty-Eight: 5-0
Article Thirty-One: 5-0
Article Thirty-Four: 4-0-1 (TF)
Article Thirty-Seven: 5-0
Article Forty: 5-0
Article Forty-Three: 5-0
Article Forty-Six: 5-0
Article Forty-Nine: 3-2 (TF, RP)
Article Fifty-Two: 5-0
Article Fifty-Five: 5-0
Article Fifty-Eight: 5-0
Article Sixty-One: 5-0
Article Sixty-Four: 5-0
Article Sixty-Seven: 5-0

b. May 21, 2016 School Budget Validation Referendum Articles

Moved by Mr. Macdonald, seconded by Ms. Sevigny-Watson to use the language suggested by the School Committee for Article Two of the School Budget Validation Referendum. Vote 4-1, Mr. Speers against, motion passes

Article Two: 1-4 (RP, JS, TF, DSW)

c. May 21, 2016 Special General Referendum Articles

Article One: 4-0-1
Article Four: 4-0-1

Article Two: 5-0
Article Five: 5-0

Article Three: 5-0

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3. Discussion and Possible Action: Forward May 21, 2016 Warrants

a. May 21, 2016 FY17 Budget Referendum Warrant

Moved by Mr. Macdonald, seconded by Mr. Frederick to forward to the voters the warrant for the May 21, 2016 FY17 Budget Referendum. Vote 5-0, motion passes.

b. May 21, 2016 School Budget Validation Warrant

Moved by Mr. Macdonald, seconded by Mr. Frederick to forward to the voters the warrant for the May 21, 2016 School Budget Validation Referendum. Vote 5-0, motion passes.

c. May 21, 2016 Special General Referendum Warrant

Moved by Mr. Macdonald, seconded by Mr. Frederick to forward to the voters the warrant for the May 21, 2016 Special General Referendum. Vote 5-0, motion passes.

4. Discussion and Possible Action: Poverty Abatement

Moved by Mr. Macdonald, seconded by Speers to grant an abatement request for case #16-01 made pursuant to MRSA Title 36, 841.2 for the total amount due, less the amount approved by the circuit breaker program for Tax Year 2016. Vote 5-0, motion passes.

5. Discussion and Possible Action: Town Manager's Employment Agreement

Moved by Mr. Macdonald, seconded by Mr. Sevigny-Watson to amend article 2(a) of the Town Manager's Employment Agreement to include a 3% salary increase, to equal a total amount of $115,875 annually, effective January 26, 2016. Vote 5-0, motion passes.

6. Discussion and Possible Action: Request for Temporary Housing

Moved by Mr. Macdonald, seconded by Mr. Speers to authorize the residents of 19 Fort Hill Avenue to locate a recreational vehicle on the property for a period of one year, starting from the date the recreational vehicle is moved onto the lot, while their home is being built. Vote 5-0, motion passes.

K. Future Agendas

Mr. Macdonald stated that he would like an invitation to be extended to Peter Solvensky of Maine Geological Survey and Cameron Wake at UNH for a discussion on climate change, sea level rise and practical possibilities that we may need to undertake.

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L. **Other Business**

M. **Citizens' Forum**

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Sevigny-Watson to adjourn the meeting at 9:35PM. Without objection, so ordered.

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager

DRAFT

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*KEARSARGE HOUSE

Stephen H. Burns

From: Elaine Morgillo <ebmorgillo@gmail.com>
Sent: Wednesday, March 2, 2016 8:17 PM
To: Stephen H. Burns
Cc: yorkb57@gmail.com
Subject: Re: update for Board of Selectmen

Hi Steve,

Will do - all is going very well and we should have even more progress to report by then.

Elaine

On Wed, Mar 2, 2016 at 5:20 PM, Stephen H. Burns <sburns@yorkmaine.org> wrote:

Elaine and Mike,

I would like to have you update the Board of Selectmen on your plans for re-opening the streets and sidewalk around the Kearsarge House. I'd like to have this matter as a report on the evening of April 11th. Reports occur at the beginning of their meetings so I can have you in and out quickly. Our concern is, obviously, having the downtown area ready for the summer season.

Will you be able to attend and present at the meeting of April 11th? Are you anticipating any problems re-opening the sidewalk and road as originally agreed?

I enjoy watching the progress you're making every day. It'll be beautiful when it's done, I'm sure. Thank you very much!

Take care,

Steve

Back to Agenda

schematic design and design development work for the Village Study Committee. Vote 5-0, motion passes.

2. Discussion and Possible Action: Village Study Committee's Recommendation to Award a Contract Extension to TDRC

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the extension of the Town's contract with the consultants of the Downtown Revitalization Collaborative in the amount of $272,186, eliminating the inclusion of the signage program, so they can continue their work on schematic design, preliminary engineering and the design development phase of the revitalization of York Village as proposed. Vote 4-0-1, Mr. Palmer abstained, motion passes.

3. Discussion and Possible Action: Kearsarge House Demolition/Road Closure

Moved by Mr. Macdonald, seconded by Mr. Speers to allow the road and sidewalk closures relating to the demolition and construction of the Kearsarge House starting September 21, 2015 subject to the stipulations stated in the Action Form and agreed to in discussion. Vote 5-0, motion passes.

1. Start Date 9/21/2015
2. Setting of a perimeter fence in the roadway to enclose the demolition/construction site for safety
3. The pedestrian passage way and all traffic lanes be restored by May 25, 2016
4. The job site will only be active externally Monday through Thursday until 10/19/2015
5. No obstructions are in place from the Kearsarge project on Bay Street Friday through Monday prior to 10/19/2015
6. The perimeter fence will be reset in compliance with Highway Department snow removal needs
7. Traffic will be directed through Ellis Short Sands Park for the first two days of active demolition
8. The traffic will be controlled by York Police Department officers for the initial phase of demolition
9. A clear passage way be open on Ocean Avenue and Bay Street every evening for emergency vehicle response

4. Discussion and Possible Action: Seaweed Policy

Moved by Mr. Macdonald, seconded by Mr. Frederick to authorize the Town Manager to have the seaweed moved from Long Sands and Harbor Beaches in the manner described in this action form, based on recommendations from the Parks and Recreation Director and Director of Public Works. Factors to be considered

Back to Agenda

TOWN OF YORK, MAINE
Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch
Non Emergency
(207) 363-4444

Administration
(207)363-1031

Facsimile
(207) 361-6818

www.yorkpolice.org

Committed to excellence

August 5, 2015

Richard R. Lundborn, P.E.
Park Place Corporate Center
316 US Route 1, Suite D
York, ME 03909

Dear Mr. Lundborn:

The road and sidewalk closures relating to the Kearsarge House demolition and construction are viewed favorably by the York Police Department with the stipulations as approved by the Selectmen at the July 27, 2015 regular meeting.

- Starting date September 21, 2015
- The setting of a perimeter fence with attached shade in the roadway to enclose the demolition construction site.
- The project will only be active externally Monday through Thursday until October 19, 2015.
- No obstructions are in place from the Kearsarge Project on Bay Street Friday through Monday until October 19, 2015.
- The perimeter fence will be reset in compliance with Highway Department snow removal needs.
- Traffic will be directed through Ellis Short Sands Park for the two days of active demolition.
- Traffic will be controlled by York Police Department officers for the active demolition.
- A clear passage way will be open on Ocean Avenue and Bay Street every evening for emergency vehicle response i.e. fire, ambulance.
- The pedestrian passage way and all traffic lanes will be restored by May 25, 2016.

Back to Agenda

- Traffic assessment is accepted as presented in your June 18, 2015 correspondence.

- The full loading dock accommodating a SU-30 delivery truck entirely on the property also stated in your correspondence of June 18, 2015.

Sincerely,

Lt. Charles J. Szeniawski
Commander Patrol

CJS/vma

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TOWN OF YORK, MAINE
Police Department

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Chief of Police

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DATE: April 8, 2016

TO: Town Manager Steve Burns

Cc: Board of Selectmen

FROM: Captain Charles J. Szeniawski CJS

SUBJECT: Kearsarge House

The results of a progress meeting with Stuart Mitchell of Whitcher Builders the contractor building the Kearsarge House on March 15, 2016 is as follows.

- The pedestrian walkway will be restored on Ocean Avenue and Railroad Avenues in a modified version.
- The tower crane will be removed from Ocean Avenue and the jersey barriers with fencing will be pulled back towards the main structure. This will allow for a pedestrian passage way to be constructed under the scaffolding that will be utilized on the building. The Scaffolding will be hard covered on top to protect all pedestrians.
- The roadway where it is presently painted for parking will be used to off load materials with boom trucks to reach the upper floors of the structure.
- When large delivers are required and a road closure is needed for hours traffic will be re-directed through Short Sands by Police officers.
- Mr. Rick Boston of the Goldenrod was contacted and we have an agreement to have notification on his needs for large deliveries in order to avoid conflicts with delivery space.

Back to Agenda

- The pedestrian walkways and crane removal will all be accomplished by May 25, 2016, as previously approved at the July 27, 2015 Selectmen's meeting.

An initial meeting on March 14, 2016 resulted in all present i.e. York Beach Fire Department Chief Bridges, York Water Association Don Neumann, York Department of Public Works Dean Lessard, York Code Enforcement Kathy Newell. All were advised of the plan and no objections were raised.

York Board of Selectmen Standing Committee Charter for Town of York Bicycle and Pedestrian Committee

Approved 06/08/2015 by Board of Selectmen

Background: This Charter establishes the Town of York Bicycle and Pedestrian Committee as called for by Section 2.4.6 of the Town of York Comprehensive Plan. The value of a walkable and bikeable community for health, environmental benefit, added recreational opportunities, and alternative transportation cannot be underestimated. The Town of York recognizes the many economic, social, health and recreational benefits that will result in creating safe spaces to walk and bicycle, contributing towards networks that link our homes, downtowns, workplaces, parks, and beaches.

Bike/Ped Committee Mission: Develop a Master Plan for the Town of York to achieve the benefits of safe and accessible bicycling and walking in the Town. The Committee will reach out to stakeholders – cyclists, walkers, and students, business groups, Town Staff, Land Trusts and others to ensure maximum community input to the Master Plan.

The Plan will include the following:

1. An inventory of existing conditions.
2. Key current or potential routes, on-street and off-street possibilities and critical areas for safety improvements.
3. Analyses of potential costs as well as funding sources for improvements.
4. Prioritized recommendations and timelines for implementing recommendations.
5. Illustrative maps to document existing conditions and recommended improvements.
6. Recommendations to the Selectmen, Planning Board, or other Town entities to establish or amend plans, policies or procedures to improve safety and accessibility for walkers and cyclists.

Once the Master Plan is approved by the Board of Selectmen, the Committee will work with Town Staff to implement the Plan and assure it is updated as needed.

Membership: The committee shall be comprised of five at-large voting members appointed by the Board of Selectmen. Appointments shall be for three year terms. Initial appointments shall have staggered terms such that not more than two appointments expire in any given year. The Board of Selectmen and the Planning Board may each designate one of their members to be non-voting ex-officio members of the Committee. For purposes of voting, a quorum shall consist of three members voting and present. Three affirmative votes shall be required for action on any business to proceed.

Support and Liaison: The Town Planner will be the primary point of contact with the Town Staff and the Planning Board. Due to the Committee's mission, interfaces will occur with other Town Offices and Departments, especially the Public Works Department, Police Department, the School Department, and Parks and Recreation (including the Senior Center).

The Committee is encouraged to work with bike and pedestrian groups throughout the region to identify and incorporate available lessons learned and best practices into their efforts.

Meetings and Minutes: All meetings shall be public meetings. A notice of each meeting shall be posted publicly and on the Town website in advance of each meeting. Meetings will be conducted in accordance with Roberts Rules of Order. Minutes will be taken at each meeting and provided to the Town Clerk for archiving when finalized, along with being posted on the Town website.

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

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Bicycle and Pedestrian Committee Report

Submitted by David McCarthy, Chair

The Selectmen's recently chartered bicycle and pedestrian committee began meeting in in October 2015. Per the Charter, the Committee's focus is on developing a Master Plan for improving safety and accessibility for pedestrians and cyclists in York. The target is to provide a first draft of the Plan to the Selectmen in October 2016.

Meetings are scheduled on the 1st and 3rd Wednesdays at 1:00 at the York Public Library. The Public is welcomed. All minutes are posted on the Town website under the boards and committees tab. A Facebook page – York Maine Bicycle and Pedestrian committee – was set up to provide links to relevant articles and research on cyclist and walker issues and to provide a vehicle for community comment and discussion.

To date meetings have been held with: Department of Public Works, Parks and Recreation, representatives of the York Police Department, York elementary schools, the Bicycle Coalition of Maine, the Village Study Committee, and the York Land Trust. Additional meetings are planned with other Town and community stakeholders.

The Committee has conducted research to identify and map sidewalks, Town roads, and accident data; review the Comprehensive Plan, the Maine DoT Work Plan, DPW paving plan, the Village Study plan; review the FY-17 to 21 Capital Plan; survey cycling and pedestrian literature; and review Bike/Ped Master Plans from Brunswick, Bath, and Portsmouth NH – cities recognized as bicycle friendly communities.

The Committee has developed a survey to gather public input to the planning process. Residents, visitors, and people who work in Town are encouraged to complete the survey which can be found on the Bike and Pedestrian Committee's page on the Town Website www.yorkmaine.org.

In order to provide an opportunity for townspeople to meet and discuss issues related to cycling and walking in York, a public forum is being conducted on May 7.

Leah Drennan, Donna Hayford, Brian Ross, Peter Yauch, David McCarthy, Chair. Scott Hastings, Assistant Town Planner, Staff support.

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Town of York Walking And Biking Survey

The Town of York has formed the York Bicycle and Pedestrian Committee and tasked it with developing a Master Plan for improving safety and accessibility for pedestrians and cyclists in York. This survey is the first step in gathering public input to inform this work.

DEMOGRAPHICS

First please answer some demographic questions that will allow us to make sure that the answers we get represent everyone.

How old are you?

- ☐ <12
- ☐ 12-14
- ☐ 15-18
- ☐ 19-24
- ☐ 25-34
- ☐ 35-44
- ☐ 45-54
- ☐ 55-64
- ☐ 65-74
- ☐ 75<

Are you: ☐ Male ☐ Female

What do you do in York? (check all that apply)

- ☐ I live in town year round
- ☐ I live in town seasonally
- ☐ I work in town
- ☐ I regularly run errands in town
- ☐ I have fun in town

What is the closest intersection to where you live? For example the closest intersection to Town Hall is Lindsay Rd. and York St. If you don't live in York but work or attend school here use the closest intersection to your work or school.

_____

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WALKING

How often do you walk in town?

- ☐ Daily
- ☐ Weekly
- ☐ Yearly
- ☐ A couple of times a week
- ☐ Monthly
- ☐ Never

Why do you walk? (check all that apply)

- ☐ For fun
- ☐ To get to work or school
- ☐ To walk your dog(s)
- ☐ Other: _____
- ☐ For exercise
- ☐ To run errands
- ☐ I don't walk

Where do you walk the most? What are the top three areas where you most often walk? These can be certain streets, parts of town, trails, or destinations.

_____

_____

_____

What areas would you like it to be easier to walk? Let us know where you would like to walk but feel unsafe, uncomfortable, or unable. These can be places where you walk now but that you still think could be improved.

_____

_____

_____

What would help or encourage you or others to walk more? Let us know what improvements you think could be made that would make it easier and more enjoyable to walk in York. Would you like to see sidewalks? If so where? Would you like more and/or improved hiking trails? Maybe you would like to see parts of town connected with paved multi-use paths. Let us know!

_____

_____

_____

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OTHER

Did we miss anything?

Are there any other bike or pedestrian improvements, amenities, or services that you would like to see but didn't have a chance to talk about above?

_____

_____

_____

_____

_____

_____

Thank you for filling out this survey!

The York Bicycle and pedestrian committee will be holding a public work shop at the York Public Library on May 7th from 10am-Noon. Make sure you swing by for a chance to provide more input to the committee and to take a real in depth look at walking and biking conditions in town!

Please return this survey to the person who gave it to you or bring it to Town Hall and give it to **Scott Hastings, Assistant Planner.** To stay up to date on the York Bike and Pedestrian Committee's activities and see the results of this survey, check out their Facebook page: www.facebook.com/Yorkbikeped/ or attend their meetings on the first and third Wednesday of every month at 1pm at the York Public Library. If you have any other thoughts or comments, feel free to leave them below. Thanks!

Back to Agenda

Town of York

Parks and Recreation Ordinance

Establishment

There shall be a Parks and Recreation Board, which shall consist of members appointed by and responsible to the Board of Selectmen. The responsibility of the Parks and Recreation Board is to advise the Selectmen on public parks, beaches and recreation issues. The Board will serve in an advisory capacity and will have no supervisory authority over the Parks and Recreation Department. The Board will work with the Parks and Recreation Director to develop a master plan for open space, parks, recreation and beaches as well as discuss issues pertaining to recreation policies and park and beach operations. Recommendations from the Board will be brought to the Board of Selectmen for subsequent review.

Membership; Appointment; Term

The Parks and Recreation Board shall be composed of five (5) members, each of whom shall be appointed by the Board of Selectmen. Members shall be appointed for three year staggered terms or until their successor is appointed or qualified. The present Recreation and Parks Committees shall constitute the Parks and Recreation Board under this ordinance and each member thereof shall serve the remainder of his term. Both the current Recreation Committee and Parks Commission will be phased out with the members serving the remainder of their terms on the Park and Recreation Board.

Qualifications

Board members shall be registered voters of the Town of York.

Vacancies

If a seat on the Parks and Recreation Board becomes vacant, the vacancy shall be filled by appointment of the Board of Selectmen for the unexpired term, as soon as possible after the vacancy occurs.

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Powers and Duties

The Parks and Recreation Board shall advise the Board of Selectmen on issues pertaining to public parks, beaches and recreation.

The Board of Selectmen will provide the Parks and Recreation Department with a list of all town owned buildings and properties for which they will be responsible. This list will be updated in writing as necessary.

Compensation

Park and Recreation Board members shall receive no compensation for their services.

Meetings

Induction of Board members into office: The Board shall first meet at the usual place for holding meetings at 7:00 P.M. on the first Wednesday of the month following the enactment of this ordinance. Members-elect shall be sworn to the faithful discharge of their duties by the Town Clerk.

Regular meetings: The Board may, at its first meeting or as soon thereafter as possible, establish by-laws or regulations, a regular place and time for holding its regular meeting and shall meet regularly at least once a month. It shall also provide a method for calling special meetings. Actions of the Board shall be recorded by the secretary of the Board, and a copy thereof shall be filed with the Board of Selectmen within a reasonable time after such action is taken.

As indicated by 1 M.R.S.A. 406, there shall be public notice of all Board meetings.

Attendance at Meetings

Board members shall not absent themselves from more than consecutive meetings without obtaining an excuse from the Board. Failure to obtain such excuse shall create a presumption that the Board member has resigned his or her membership upon the Board and the Chairman of the Board shall thereupon promptly notify the Town Manager of such presumption and the Board of Selectmen shall promptly fill said vacancy after affording the unexcused member an opportunity to appear and be heard and show just cause for failure to obtain the required excuse.

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Chairman: At its first meeting or as soon thereafter as practicable, the Board shall elect, by majority vote of the entire Board, one of its members to serve for the ensuing year as chairman, and the Board may fill, for an unexpired term, any vacancy in the office of chairman that may occur. The chairman shall preside at the meeting of the Parks and Recreation Board and shall be recognized as the head of the Board for all ceremonial purposes. In the temporary absence or disability of the chairman, the Board may elect a chairman Pro tempore from among its members. He or she shall have all the powers as chairman during such temporary absence or disability of the chairman.

Quorum: A simple majority of the Parks and Recreation Board members shall constitute a quorum for the transaction of business. If a quorum is not present and those who are present adjourn the meeting with the intent to reconvene when a quorum will be present, at least twenty-four (24) hours notice of the reconvening shall be given to all members who were not present at the meeting which was adjourned. Notice shall also be given in the same manner to media representatives.

Rules and Procedure: The Board shall provide for keeping a record of its proceedings and shall determine its own rules of procedure and make regulations for enforcing the same.

Director of Parks and Recreation

Appointment: The Town Manager, with confirmation by the Board of Selectmen, shall appoint a Parks and Recreation Director, who shall perform the duties provided in this ordinance. No member of the Parks and Recreation Board shall receive such appointment during the term of which he shall have been appointed nor within one (1) year after the expiration of his term, nor shall any member of the Board act in this capacity.

Qualifications: In appointing the Director, the Town Manager shall give special consideration to his executive or administrative qualifications and to his actual experience and knowledge of accepted practices with respect to duties of the office as set forth below and referred to in the approved job description.

Chief Administrator: The Director shall be the chief administrative officer of the Parks and Recreation Department and shall be responsible to the Town Manager for the proper administration of all departmental affairs. He shall be required to:

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Perform the duties as described by the approved job description, in the best interest of the Parks and Recreation Program.

Prepare a budget annually, submit it to the Parks and Recreation Board, the Finance Committee, Town Manager and the Board of Selectmen for review and be responsible for its administration after adoption.

Prepare and submit to the Parks and Recreation Board, as of the end of the fiscal year, a complete report on the finances and administrative activities of the department for the preceding year. A copy of the said report shall be submitted to the Board of Selectmen through the Town Manager.

Attend all meetings of the Parks and Recreation Board, unless excused, and keep the Board advised of the financial condition and future needs of the department and make such recommendations as may be necessary for the successful operation of the department.

Adopted at Special Town Meeting, December 6, 1990.

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 8, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Business License Applications	

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

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:

- *Global Montello Group Corp. DBA: Mr. Mike's York (Food Service); located at 519 US Route One*
- *Susan Palamaris DBA: York House of Pizza (Food Service); located at 274 US Route One*
- *Nancy's Catering, Inc. DBA: Nancy's Catering (Food Service, Liquor, Special Amusement); located at 1151 US Route One*
- *Stonewall Kitchen, LTD, DBA: Stonewall Kitchen, LLC (Food Service, Liquor); located at 2 Stonewall Lane*
- *Natalie and Danielle Lawrence-Taylor DBA: Grass Roots (Food Service); located at 1300 US Route One*
- *Jason Johnson DBA: Shore Road Restaurant and Market (Food Service); located at 10 Shore Road*

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

PREPARED BY: Melissa M. Avery REVIEWED BY: _____

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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Mr. Mike's York

Street Address: 519 U.S. Rt. 1 York, ME 03909

Business Owner: Global Montello Group Corp. Business Manager: N/A

Mailing Address: 800 South Street, Suite 500 Waltham, MA 02453 Mailing Address:

Phone Number: 781-398-4119 Phone Number:

E-mail Address: KPhelan@globalp.com E-mail Address:

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

☐ Bed and Breakfast License (C/F)
☐ Innkeeper License (C/F)
Number of Rooms: ____

Food and Beverage:

☒ Food Service License (C/F)
☐ Liquor License (F/P)
☐ Bottle Club License (F/P)
Number of Seats: Ø

Entertainment:

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

Miscellaneous:

☐ Transient Seller's License
☐ Flea Market License
☐ Junkyard, Auto Graveyard/Recycling License
☐ Other: _____

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

Code Enforcement: (207) 363-1002 Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015 Beach Fire Department: (207) 363-1014

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

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Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	2-27534	549	
Expiration Date(s):	12/31	2/29/16	
Classification(s):	Retail Food	Liquor	

Please read the following and sign to complete your application:

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

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

Business Owner: _____ Have you ever been convicted of a Felony? YES / NO
Signature Global Montello Group Corp.
Andrew Slifka, EVP

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0048 - 0043-001
Application and First License ($60)	60.—	Processed By: mmavery
Subsequent Licenses ($30 each)	—	Received Date: 2/16/16
New License Fee ($50)	—	Amount Received: $ 60.—
License Amendment ($25)	—	Check # 44385 or Cash ☐
Other: _____	—	
TOTAL DUE	$ 60.—	LICENSE #: _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	3/31/16 L. Vigue	YES NO
Fire	__ N/A	2/20/16 DAppgar	YES NO
Police	X N/A		YES NO
Tax Collector	__ N/A	2/16/16 MSzeniawski	YES NO
Board of Selectmen	_____ *Town Manager for the Board of Selectmen*	_____ *Date*	**YES NO**

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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: York House of Pizza

Street Address: 274 York St. York Me. 03909

Business Owner: Susan Paramaris

Business Manager: _____

Mailing Address: 274 York St York Me. 03909

Mailing Address: _____

Phone Number: (207) 363-6172

Phone Number: _____

E-mail Address: _____

E-mail Address: _____

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)
___ Innkeeper License (C/F)
Number of Rooms: ____

Food and Beverage:

✓ Food Service License (C/F)
___ Liquor License (F/P)
___ Bottle Club License (F/P)
Number of Seats: 60

Entertainment:

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

Miscellaneous:

___ Transient Seller's License
___ Flea Market License
___ Junkyard, Auto Graveyard/Recycling License
___ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

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Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	5012		
Expiration Date(s):	2/18/17		
Classification(s):	EATING		

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0050 - 0117
Application and First License ($60)	60.—	Processed By: mmaberry
Subsequent Licenses ($30 each)		Received Date: 3/24/16
New License Fee ($50)		Amount Received: $ 60.00
License Amendment ($25)		Check # 1418 or Cash ☐
Other: _____		
TOTAL DUE	$ 60.—	**LICENSE #:** _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	4/6/16 KDewell	YES NO
Fire	__ N/A		YES NO
Police	X N/A		YES NO
Tax Collector	__ N/A	4/4/16 M. Szeniawski	YES NO
Board of Selectmen	*Town Manager for the Board of Selectmen*	*Date*	**YES NO**

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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: NANCY'S CATERING INC

Street Address: 1151 RT 1, CAPE NEDDICK, ME. 03902

Business Owner: NANCY BREEN

Business Manager: Same

Mailing Address: P.O. Box 574
OGUNQUIT, ME. 03907

Mailing Address:

Phone Number: 207-752-0899

Phone Number:

E-mail Address: NBCATERING@gmail.com

E-mail Address:

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)
___ Innkeeper License (C/F)
Number of Rooms: ____

Food and Beverage:

✓ Food Service License (C/F)
✓ Liquor License (F/P)
___ Bottle Club License (F/P)
Number of Seats: 49

Entertainment:

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

Miscellaneous:

___ Transient Seller's License
___ Flea Market License
___ Junkyard, Auto Graveyard/Recycling License
___ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

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Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0022 - 0006
Application and First License ($60)	60	Processed By: mmavery
Subsequent Licenses ($30 each)	60	Received Date: 3/15/16
New License Fee ($50)		Amount Received: $120.00
License Amendment ($25)		Check # 4072 or Cash ☐
Other: _____		
TOTAL DUE	$ 120.00	**LICENSE #:** _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	4/6/16 KNewell	YES NO
Fire	__ N/A		YES NO
Police	__ N/A	4/4/16 O Davis	YES NO
Tax Collector	__ N/A	3/17/16 MSzeniawski	YES NO
Board of Selectmen	_____ *Town Manager for the Board of Selectmen*	_____ *Date*	**YES NO**

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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Stonewall Kitchen, LLC

Street Address: 2 Stonewall La.

Business Owner: Stonewall Kitchen, LTD

Business Manager: John Stiker, CEO

Mailing Address: Same

Mailing Address: Same

Phone Number: 207-351-2713

Phone Number: 207-351-2713 x1190

E-mail Address:

E-mail Address: jstiker@stonewallkitchen.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

☐ Bed and Breakfast License (C/F)
☐ Innkeeper License (C/F)
Number of Rooms: ____

Food and Beverage:

☑ Food Service License (C/F)
☑ Liquor License (F/P)
☐ Bottle Club License (F/P)
Number of Seats: 60

Entertainment:

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

Miscellaneous:

☐ Transient Seller's License
☐ Flea Market License
☐ Junkyard, Auto Graveyard/Recycling License
☐ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

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Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	10690	5677	
Expiration Date(s):	10/22/16	10/26/16	
Classification(s):	Food Svc. Dept H&HS	ME Div Liquor Licer	

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0048 - 0021
Application and First License ($60)	60.—	Processed By: mmavery
Subsequent Licenses ($30 each)	30.—	Received Date: 3/25/2016
New License Fee ($50)	—	Amount Received: $ 90.—
License Amendment ($25)	—	Check # 134257 or Cash ☐
Other: _____	—	
TOTAL DUE	$ 90.—	**LICENSE #:** _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	4/6/16 K Newell	YES NO
Fire	__ N/A	3/21/16 D Apgar	YES NO
Police	__ N/A		YES NO
Tax Collector	__ N/A	4/4/16 M Szeniawski	YES NO
Board of Selectmen		_____ *Town Manager for the Board of Selectmen* _____ *Date*	**YES NO**

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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Grass Roots

Street Address: 1300 US Route One

Business Owner: Nathalie & Danielle Lawrence-Taylor

Business Manager: Nathalie Lawrence-Taylor

Mailing Address: PO Box 914
Cape Neddick, ME 03902

Mailing Address: PO Box 914
Cape Neddick, ME 03902

Phone Number: 207-363-9700

Phone Number: 207-363-9700

E-mail Address: Grassrootsmee@yahoo.com

E-mail Address: Same

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)
___ Innkeeper License (C/F)
Number of Rooms: ____

Entertainment:

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

Food and Beverage:

✓ Food Service License (C/F)
___ Liquor License (F/P)
___ Bottle Club License (F/P)
Number of Seats: 20

Miscellaneous:

___ Transient Seller's License
___ Flea Market License
___ Junkyard, Auto Graveyard/Recycling License
___ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

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Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0015 - 0017
Application and First License ($60)	60.-	Processed By: mmavery
Subsequent Licenses ($30 each)	—	Received Date: 3/24/2015
New License Fee ($50)	50.-	Amount Received: $ 110.00
License Amendment ($25)	—	Check # 1023 or Cash ☐
Other: _____		
TOTAL DUE	$ 110.00	**LICENSE #:** _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	4/6/16 KNewell	YES NO
Fire	__ N/A		YES NO
Police	X N/A		YES NO
Tax Collector	__ N/A	4/4/16 MSzeniawski	YES NO
Board of Selectmen	*Town Manager for the Board of Selectmen*	*Date*	**YES NO**

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THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: SHORE Rd. RESTAURANT + MARKET

Street Address: 10 SHORE Rd. YORK BEACH, ME - 03910

Business Owner: JAYSON JOHNSON

Mailing Address: BOX 1603. YORK BEACH ME. 03910

Phone Number: 603-877-0273

E-mail Address:

Business Manager: WALTER KUB

Mailing Address: 5 ST. ANDREWS LN. YORK, ME. 03909.

Phone Number: 207-363-4281.

E-mail Address: SARA+CHUCK@GMAIL

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)
___ Innkeeper License (C/F)
Number of Rooms: ____

Food and Beverage:

✓ Food Service License (C/F)
___ Liquor License (F/P)
___ Bottle Club License (F/P)
Number of Seats: 34

Entertainment:

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

Miscellaneous:

___ Transient Seller's License
___ Flea Market License
___ Junkyard, Auto Graveyard/Recycling License
___ Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

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Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	19958		
Expiration Date(s):	4-15-16.		
Classification(s):	D H + 14.5.		

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0020 - 0020
Application and First License ($60)	60.—	Processed By: mmaveny
Subsequent Licenses ($30 each)		Received Date: 3/24/2015
New License Fee ($50)		Amount Received: $ 60.—
License Amendment ($25)		Check # 2265 or Cash ☐
Other: _____		
TOTAL DUE	$ 60.—	**LICENSE #:** _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	4/4/16 KNewell	YES NO
Fire	__ N/A		YES NO
Police	X N/A		YES NO
Tax Collector	__ N/A	4/4/16 MSzeniawski	YES NO
Board of Selectmen	_____ *Town Manager for the Board of Selectmen*	_____ *Date*	**YES NO**

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 8, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: 8 Gunnison Road	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: See attached memo from Code Enforcement Officer Amber Harrison, along with supporting information.

RECOMMENDATION: I recommend the Board grant relief from the requirement for connection to public sewer, as recommended by the Code Enforcement Officer.

PROPOSED MOTION: I move to remove the requirement for the property at 8 Gunnison Road to connect to sewer prior to any expansion of the building, as recommended by the Code Enforcement Officer in her memo of March 10, 2016.

Prepared by Stephen H. Burns, Town Manager: _____

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Town of York
186 York Street
York, Maine 03909-1314

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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

MEMO

TO: Steve Burns, Town Manager and Board of Selectmen
FROM: Amber L. Harrison, CEO
DATE: March 10, 2016
RE: 8 Gunnison Road (Map 30 Lot 8-H)

On March 9, 2015, the Board of Selectman voted to lift the conditions imposed on 8 Gunnison Road (M 30 L8-H), by the Board of Selectman letter dated July 21st, 1994 as follows: to allow for expansion in compliance with Section 8.3.11.4.e. or as might be allowed by the Board of Appeals. The requirement for connection to public sewer must be completed in order to get a final occupancy permit for any expansion so allowed. An engineer's report will be required if the property owners choose to elevate the structure without replacing the foundation. Upon completion of the project, the owners must submit an engineer's report attesting that section 8.3.11.4.e. or the Board of Appeals decision conditions are met.

The remainder of the Board of Selectman's violations and conditions in the July 21st, 1994, letter stand including: it is not permitted to tear this building down with the expectation that a new house or another type of building could be constructed. The future use of this parcel will be essentially restricted to the structure that is already there. To ensure this information is conveyed to the property owner and any subsequent sales, a copy of this letter will be placed in the Code Enforcement Office and Tax Assessor's file for this property as well as a certified letter with return receipt to the current owners.

On October 28, 2015, the Board of Appeals denied a General Variance but approved an Administrative Appeal for 8 Gunnison. The BOA "granted the Administrative Appeal in that they found 8.3.11.4. does not apply and the Appellants need to meet 17.2.1.2.E.3. & 4. before expanding." Essentially, the BOA granted the property owners an expansion of the structure per article 8.3.11.4.e. and per the Selectmen's approved Memo dated February 19, 2015.

The property owners have since submitted the following to the Code Office: septic evaluation from licensed inspector, pumping records, building permit application with plans, an updated survey and a revised septic design. The Septic design and evaluation performed by Maine licensed Site Evaluator Joe Noel

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Town of York

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York, Maine 03909-1314

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shows that the system is designed for a 1 bedroom single family dwelling but currently has the capacity to support a two bedroom house per State Subsurface Wastewater Disposal Rules and the Town's Supplemental Plumbing Ordinance. The system was inspected and found to be functioning properly. A replacement system design has been submitted to demonstrate there is adequate space for a replacement system. The site has poor soil conditions (filled site), and wetlands therefor the replacement system is as far from the well as reasonably possible. It is in same location as the existing stone bed system but is using Eljen in-drains to meet the required leach field size.

The property owners also obtained a letter from Tim Haskell, York Sewer District, confirming that the distance to the Town's sewer line makes connection for 8 Gunnison not feasible at this time (see attached email correspondence from Tim to property owner Wendy Taylor dated August 12, 2015). Tim states, "the main sewer line is currently on the opposite side of Ridge Road and it would be almost 350 feet to extend sewer to Ms. Taylor's property. Typically if sewer is over 200 feet away from a property it is considered too far for a person to reasonably connect. This is according to our governing legislation. In this case it would not be unreasonable to estimate $200 a foot to install the sewer and restore the roadway, which would put her cost somewhere around $70,000 (this assumes ledge the whole distance)." There are currently no plans for the Sewer District to extend the line closer to 8 Gunnison.

It is the recommendation of the Code Office, that the Board of Selectmen grant the property owners reprieve from the March 9, 2015, condition that sewer connection is required for any expansion of the structure. As the current system is viable for a 1-2 bedroom dwelling unit, the Town's sewer line is not within the required distance, and the proposed plans and submitted application with attached survey shows the property owners do not plan to increase any non-conforming aspects of their structure nor of their lot. The property owners have been through every available avenue and approached all applicable Boards in order to complete a renovation to the existing structure to create more livable space.

Sincerely,

Amber L. Harrison, Director of Code Enforcement

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G. **Approval of Warrant #36**

Moved by Mr. Macdonald, seconded by Mr. Speers to approve Warrant #36. Vote 4-0, motion passes.

H. **Public Hearings**

I. **Endorsements**

Business Licenses: Dockside Restaurant, Foster's Downeast Clambake, Greenleaves Chinese Restaurant, Lobster Cove, Stage Neck Inn, and York Village Emporium

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the following licenses: Dockside Restaurant, Foster's Downeast Clambake, Greenleaves Chinese Restaurant, Lobster Cove, Stage Neck Inn, and York Village Emporium subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 4-0, motion passes.

J. **Old Business**

1. Discussion and Possible Action: Request to Change Restrictions Imposed on Property at 8 Gunnison Road

Moved by Mr. Macdonald, seconded by Mr. Speers to lift the conditions imposed on 8 Gunnison Road by the Board of Selectmen in a letter dated July 21, 1994 as follows: To allow 8 Gunnison Road (Tax Map 0030-0008-H) to expand in compliance with section 8.3.11.4.e. or as might be allowed by the Board of Appeals. The requirement for connection to public sewer must be completed in order to get a final occupancy permit for any expansion so allowed. Vote 4-0, motion passes.

2. Discussion and Possible Action: Establish a Charter for a new Cliff Walk Committee

The Board agreed that they would like to amend the draft charter to read that 3 members constitutes a public meeting but there must be four members present to vote with the majority being at least 3 affirmative votes.

Moved by Mr. Macdonald, seconded by Mr. Speers to approve and adopt the Committee Charter, as amended. Vote 4-0, motion passes.

3. Discussion and Possible Action: Route One Maintenance

Senator Dawn Hill arranged a meeting with Maine Department of Transportation and Town staff, including Town Manager Stephen Burns and Director of Public

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Quick Map

Legend

- Parcels
- Road Names
- Image
  - Red: Red
  - Green: Green
  - Blue: Blue

8 Gunnison

ack to Agenda

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

BOARD EX #4

Town of York

186 York Street
York, Maine 03909-1314

Town Manager/ Selectmen (207)363-1000

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Finance/ Treasurer (207)363-1004

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Senior Center/ General Assistance (207)363-1036

Parks and Recreation (207)363-1040

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

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MEMO

TO: Steve Burns, Town Manager and Board of Selectmen

FROM: Amber L. Harrison, CEO

DATE: February 19, 2015

RE: 8 Gunnison Road (Map 30 Lot 8-H)

The purpose of this memo is to evaluate the request made by Tim DeCoteau, Land Use Consultant, on behalf of Richard and Wendy Taylor at 8 Gunnison Road (M30 L8-H). Decoteau's letter dated January 12, 2015, requests that the Board of Selectmen remove the restriction on any expansion of their cottage in exchange for a commitment on their part to connect to public sewer. A letter from the Board of Selectmen dated July 21, 1994, restricted the expansion and replacement of the structure due to the numerous zoning violations listed (see attached). The following zoning ordinance violations were listed and still exist today:

1. The septic system was installed and done so without obtaining a septic permit. This area has very poor soils, and because the system was illegally installed initially, it cannot be granted a system variance.
2. The dwelling unit was constructed without a building permit and because of the required zoning setbacks, this structure would not have been issued a permit without a variance granted by the Board of Appeals.
3. The building does not satisfy current setbacks from a wetland per Section 8.3.11.2. Town Zoning Ordinances require a minimum setback of 100 feet from a wetland body of this size. The structure located on this property is set back only 55 feet from the left side (as facing the house), about 85 feet to the rear and 45 feet to the right. There does not appear to be any measures which could bring the house into greater conformance with the required wetland setbacks.
4. The septic system that has been installed does not meet current setback requirements from the Shoreland area. This zoning requirement is 100 feet setback, and at most, the current septic system is set back approximately 40 feet. There does not appear to be any remedial measures which you can take to bring this septic system into complete conformance with Shoreland requirements.

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put on notice. As stated in the 7/21 letter, "the future use of this parcel will be essentially restricted to the structure that is already there, both its size and scope."

The 12/4/97 deed does not change that. The deed simply gave the foreclosed property back to the owner. The deed recognized that the owner made enough improvements to the property to allow occupancy, but that is very far short of saying the building is somehow legal. It is important to note that the 7/21/94 letter contemplated redemption of the property, so it is clear that the restrictions set forth in the letter were intended to apply after the property was redeemed. Therefore, any owner of that property is only permitted to repair the structure or renovate the interior. No enlargement or replacement is permitted."

After consulting with the York Sewer District Superintendent Tim Haskell, it is clear that a Town sewer line runs down Ridge Road and is roughly less than 400 feet from the structure at 8 Gunnison Road. Likewise, upon consultation with Todd Hill, Utility Services Coordinator at the York Water District, a deep water main is available for hook-up on Ridge Road and is less than 400 feet away from the structure on 8 Gunnison Road.

My recommendation is that the Board of Selectmen's 1994 conditions remain in place. However, I do recommend the Board of Selectmen amend the conditions requiring the property owners connect to Town sewer and year-round water services, fully remove the illegal septic system, and obtain seasonal conversion and building permits for internal repairs and renovations not extending beyond the limits of section 8.3.11.4.e. The aforementioned Zoning Ordinance section states:

"Whenever a new, enlarged, or replacement foundation is constructed under a non-conforming structure, the structure and new foundation must be placed such that the setback requirement is met to the greatest practical extent as determined by the Planning Board, basing its decision on the criteria specified in subsection "f" below. This section shall expressly supersede any conflicting provisions of §17.2. If the completed foundation does not extend beyond the exterior dimensions of the structure, except for expansion in conformity with subsections "b" and "d" above, and the foundation does not cause the structure to be elevated by more than 3 additional feet, as measured from the uphill side of the structure

ack to Agenda

30-8-H

JOSEPH W. NOEL
P.O. BOX 174
SOUTH BERWICK, MAINE 03908
(207) 384-5587

CERTIFIED SOIL SCIENTIST • WETLAND SCIENTIST • LICENSED SITE EVALUATOR

TRANSMITTAL

DATE: November 7, 2015

TO: Mr. & Mrs. Richard Taylor
12 Erica Lane
Tewksbury, MA 01876

PROJECT: 8 Gunnison Road, York, Maine

JOB NO: JWN #14-52

No. Copies & Description

4 HHE-200 septic design

Note: Hi Wendy & Richard:

Attached are 4 copies of the HHE-200 septic design that the Town of York is requiring. Originally I designed the system as a 2 bedroom replacement design. After completing the work, I reviewed your file and realized that it is an existing 1 bedroom home. I also have an email from the Town of York that said you could not make it into a 2 bedroom home without hooking up to town sewer so I had to go back and correct the design for a 1 bedroom home. I did not have to go out to redo the fieldwork because a 1 and 2 bedroom home are sized the same in the State of Maine (you just can't call it a 2 bedroom).

Please call if you have any questions.

Sincerely,

Joseph W. Noel

ack to Agenda

State of Maine – Division of Environmental Health
Subsurface Wastewater Unit Top Ten Tips

Ten Tips for Maintaining Your Septic System

1. Pump your septic tank every two to five years, depending how heavily the system is used. Insist that the pumper clean your septic tank through the manhole in the center of the top of your septic tank, rather than the inspection ports above the inlet and outlet baffles.

2. If you use a garbage grinder (a.k.a. "dispose-all), pump your tank every year. Or, better yet, remove the garbage grinder and compost your kitchen scraps. Garbage grinder use leads to buildups of grease from meat scraps and bones, and insoluble vegetable solids as cellulose.

3. Keep kitchen grease, such as bacon fat and deep fryer oil, out of your septic system. It is not broken down easily by your system, can clog your drainage field, and cannot be dissolved by any readily available solvent that is legal to introduce to groundwater.

4. Space out laundry loads over the course of the week and wash only full loads. The average load of laundry uses 47 gallons of water. One load per day rather 7 loads on Saturday makes a big difference to your septic system. Also, front loading washers use less water than top loading machines.

5. Install low usage water fixtures. By installing low water usage showerheads (2.5 gallons/minute), toilets (1.6 gallons), dishwashers (5.3 gallons) and washing machines (14 gallons) an average family can reduce the amount of water entering the septic system by 20,000 gallons per year! Low flow showerheads and toilets can be purchased at local lumberyards. Water saving dishwashers and washing machines can be purchased at better appliance stores.

6. Install a septic tank outlet filter in your tank. These generally sell for $100 to $200 depending upon brand and model. They catch small floating particles and lightweight solids, such as hair, before they can make it out to the disposal area and cause trouble. Some models are also designed to capture suspended grease.

7. Use liquid laundry detergent. Powdered laundry detergents use clay as a "carrier". This clay can hasten the buildup of solids in the septic tank and potentially plug the disposal area.

8. Minimize the amount of household cleaners (beach, harsh cleaners) and similar potentially toxic substances entering the septic system. Note: some substances are not allowed to be introduced into septic system or groundwater tables. If in doubt, contact your Local Plumbing Inspector or the Division for more information.

9. Do not use disinfecting automatic toilet bowl cleaners, such as those containing bleach or acid components. The continuous slow release of these chemicals into the septic system kills the micro-organisms which treat your waste water.

10. You do not need to put special additives into your septic system. In fact, some can do more harm than good. Those which advertise that they will remove solids from your tank, usually do. The problem is that the solids exit the tank and end up in the disposal field. Once there, the solids seal off the disposal area, and the system malfunctions. Also, although it hurts nothing, it is not necessary to "seed" a new system with yeast, horse manure, and so forth. Normal human waste contains enough bacterial for the septic tank, and other microbes are already present in the soil and stones of the disposal area.

ack to Agenda

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services
Div. of Environmental Health, 11 SHS
(207) 287-5672 Fax (207) 287-4172

PROPERTY LOCATION

City, Town, or Plantation	YORK
Street or Road	8 GUNNISON ROAD
Subdivision, Lot #	

>> CAUTION: LPI APPROVAL REQUIRED <<

Town/City _____ Permit # _____

Date Permit Issued __/__/__ Fee: $_____ Double Fee Charged [ ]

_____ L.P.I. # _____

Local Plumbing Inspector Signature

☐ Owner ☐ Town ☐ State

The Subsurface Wastewater Disposal System *shall not* be installed until a Permit is Issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.

Municipal Tax Map # 30 Lot # 8-H

OWNER/APPLICANT INFORMATION

Name (last, first, MI)	TAYLOR, WENDY & RICHARD ■ Owner ■ Applicant
Mailing Address of Owner/Applicant	12 ERICA LANE TEWKSBURY, MA 01876
Daytime Tel. #	978-697-5020

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

_____ Signature of Owner or Applicant _____ Date

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application. _____ (1st) date approved

_____ Local Plumbing Inspector Signature _____ (2nd) date approved

PERMIT INFORMATION

TYPE OF APPLICATION

☐ 1. First Time System
■ 2. Replacement System
Type replaced: Stone Bed
Year installed: 1981?
☐ 3. Expanded System
☐ a. <25% Expansion
☐ b. ≥25% Expansion
☐ 4. Experimental System
☐ 5. Seasonal Conversion

THIS APPLICATION REQUIRES

☐ 1. No Rule Variance
☐ 2. First Time System Variance
☐ a. Local Plumbing Inspector Approval
☐ b. State & Local Plumbing Inspector Approval
■ 3. Replacement System Variance
■ a. Local Plumbing Inspector Approval
☐ b. State & Local Plumbing Inspector Approval
☐ 4. Minimum Lot Size Variance
☐ 5. Seasonal Conversion Permit

DISPOSAL SYSTEM COMPONENTS

☐ 1. Complete Non-engineered System
☐ 2. Primitive System (graywater & alt. toilet)
☐ 3. Alternative Toilet, specify: _____
☐ 4. Non-engineered Treatment Tank (only)
☐ 5. Holding Tank, _____ gallons
■ 6. Non-engineered Disposal Field (only) tank to be inspected
☐ 7. Separated Laundry System
☐ 8. Complete Engineered System (2000 gpd or more)
☐ 9. Engineered Treatment Tank (only)
☐ 10. Engineered Disposal Field (only)
☐ 11. Pre-treatment, specify: _____
☐ 12. Miscellaneous Components

SIZE OF PROPERTY

1.01 ☐ SQ. FT. ■ ACRES

SHORELAND ZONING

■ Yes ☐ No

DISPOSAL SYSTEM TO SERVE

■ 1. Single Family Dwelling Unit, No. of Bedrooms: 1
☐ 2. Multiple Family Dwelling, No. of Units: ____
☐ 3. Other: _____ (specify)

Current Use ☐ Seasonal ■ Year Round ☐ Undeveloped

TYPE OF WATER SUPPLY

■ 1. Drilled Well ☐ 2. Dug Well ☐ 3. Private
☐ 4. Public ☐ 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

■ 1. Concrete
☐ a. Regular
☐ b. Low Profile
☐ 2. Plastic
☐ 3. Other: _____
Existing tank to be inspected for size, baffles & proper function
CAPACITY: 1,000 GAL
add outlet filter

DISPOSAL FIELD TYPE & SIZE

☐ 1. Stone Bed ☐ 2. Stone Trench
■ 3. Proprietary Device
☐ a. cluster array ☐ c. Linear
■ b. regular load ☐ d. H-20 load
☐ 4. Other: _____
SIZE: 364 ■ sq. ft. ☐ lin. ft.

(18) GSF B43 Modules (Eljen In-drains)

GARBAGE DISPOSAL UNIT

■ 1. No ☐ 2. Yes ☐ 3. Maybe
If Yes or Maybe, specify one below:
☐ a. multi-compartment tank
☐ b. ___ tanks in series
☐ c. increase in tank capacity
☐ d. Filter on Tank Outlet

DESIGN FLOW

240 gallons per day
BASED ON:
☐ 1. Table 4A (dwelling unit(s))
☐ 2. Table 4C (other facilities)
SHOW CALCULATIONS for other facilities
180 gpd plus 33.3% = 240 gpd (local req.
refer to the back of each page for notes
Do not hook any component of a water softener unit to the wastewater disposal system.
☐ 3. Section 4G (meter readings)
ATTACH WATER METER DATA

SOIL DATA & DESIGN CLASS

PROFILE CONDITION
12 / C
at Observation Hole # 1
Depth 20 "
of Most Limiting Soil Factor

DISPOSAL FIELD SIZING

☐ 1. Medium—2.8 sq. ft. / gpd
■ 2. Medium—Large 3.3 sq. ft / gpd
☐ 3. Large—4.1 sq. ft. / gpd
☐ 4. Extra Large—5.0 sq. ft. / gpd

EFFLUENT/EJECTOR PUMP

☐ 1. Not Required
■ 2. May Be Required
☐ 3. Required
Specify only for engineered systems:
DOSE: _____ gallons

LATTITUDE AND LONGITUDE

at center of disposal area
Lat. 13 d 10 m 10 s
Lon. 70 d 37 m 18 s
if g.p.s. state margin of error 30' +/-

SITE EVALUATOR STATEMENT

I certify that on 11/1/15 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Joseph W. Noel — Site Evaluator Signature
221 — SE #
11/2/15 — Date

JOSEPH W. NOEL — Site Evaluator Name Printed
JWN # 11-52
207-381-5537 — Telephone Number
E-mail Address

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

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SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

DEPARTMENT OF HUMAN SERVICES
DIVISION OF HEALTH ENGINEERING
(207) 287-3272 FAX (207) 287-4172

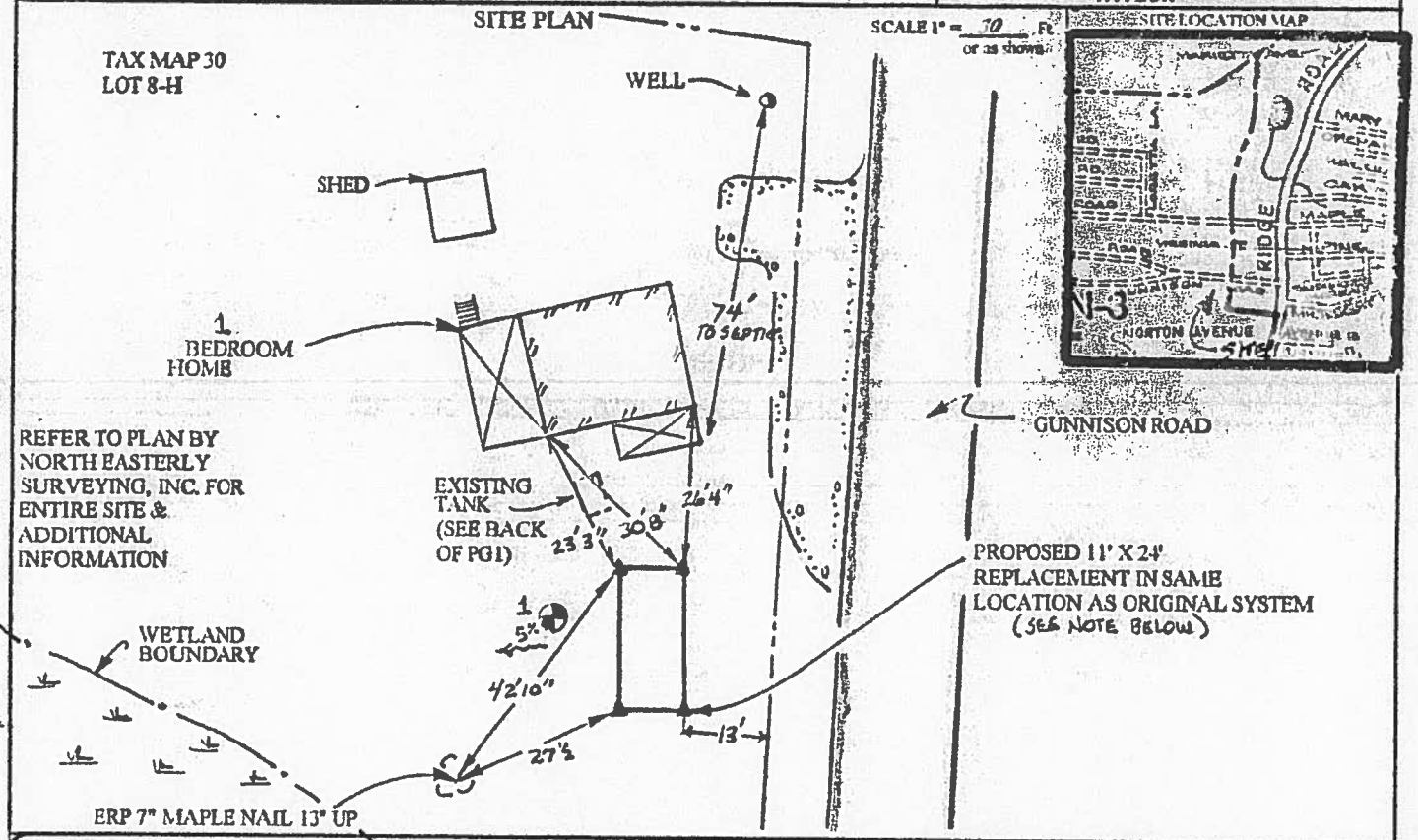
Town, City, Plantation: *YORK*

Street, Road, Subdivision: *8 GUNNISON ROAD*

Owner or Applicant Name: *TAYLOR*

SITE PLAN

SCALE 1" = 30 Ft. or as shown



SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole 1 ■ Test Pit ☐ Boring

1" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)

Texture	Consistency	Color	Mottling
STONY SANDY LOAM FILL	FRIABLE	DARK BROWN; LIGHT OLIVE BROWN	NONE
VERY STONY SANDY LOAM FILL		BROWN	POSSIBLE WATER TABLE IN VOIDS BETWEEN STONES
	L.O.E. @ 40"		

Soil Classification	Slope	Limiting Factor	
12 Profile / C Condition	~5 %	20"	■ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

Observation Hole ☐ Test Pit ☐ Boring

" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)

Texture	Consistency	Color	Mottling
THE EXISTING SYSTEM AND ASSOCIATED FILL EXTENSIONS AND ABOUT 2 FEET BELOW ARE TO BE REMOVED AND REPLACED WITH CLEAN GRAVELLY COARSE SAND BACKFILL			

INFORMATION PROVIDED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE CONCERNING PROPERTY LINES, WELLS, EXISTING UNDERGROUND UTILITIES, ZONING INFORMATION, ETC. IS ACCEPTED IN GOOD FAITH AS BEING CORRECT BY THE SITE EVALUATOR. THE SITE EVALUATOR ACCEPTS NO RESPONSIBILITY FOR THE VERACITY OF SUCH INFORMATION.

Soil Classification	Slope	Limiting Factor	
Profile / Condition	%	"	☐ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

Joseph W. Noel
Site Evaluator Signature

221
SE #

11/2/15
Date

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SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

DEPARTMENT OF HUMAN SERVICES
DIVISION OF HEALTH ENGINEERING
(207) 287-5672 FAX (207) 287-3165

Town, City, Plantation	Street, Road, Subdivision	Owner's Name
YORK	*8 GUNNISON ROAD*	*TAYLOR*

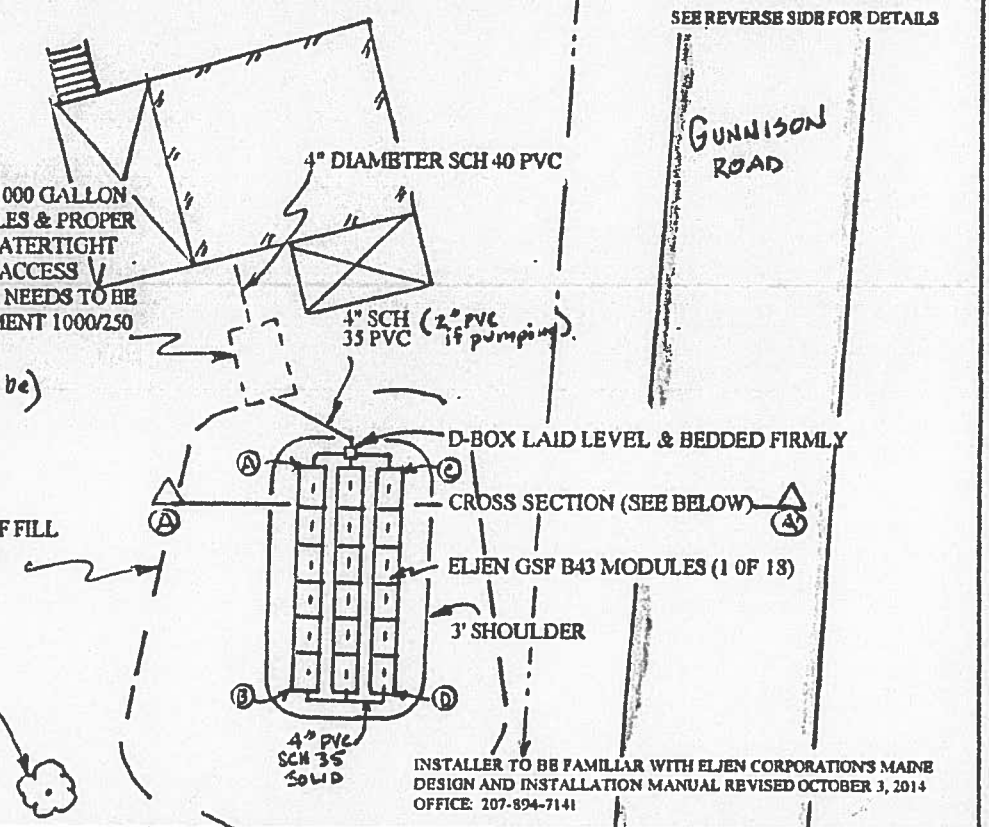
RULES SECTION 5(A)(4)
ORIGINAL GROUND ELEVATIONS & DEPTH OF FILL FROM EXISTING SURFACE AT EACH CORNER (REFERENCED TO THE ERP)

	ORIGINAL GROUND	DEPTH OF FILL
A	+24"	22"
B	+9"	37"
C	+31"	15"
D	+15"	30"

SUBSURFACE WASTEWATER DISPOSAL PLAN

SCALE 1" = 20 Ft.

SEE REVERSE SIDE FOR DETAILS



APPROXIMATE LOCATION OF EXISTING 1000 GALLON TANK TO BE INSPECTED FOR SIZE, BAFFLES & PROPER FUNCTION, ADD OUTLET FILTER, ADD WATERTIGHT RISERS TO WITHIN 6" OF GRADE ON ALL ACCESS OPENINGS (PER MAINE RULES) - IF TANK NEEDS TO BE REPLACED, REPLACE WITH 2-COMPARTMENT 1000/250 GALLON TANK

(internal plumbing may need to be) raised to Avoid pumping

APPROXIMATE LIMITS OF FILL EXTENSION (25% SLOPE)

ERP 7" MAPLE NAIL 13" UP

CONTRACTOR/INSTALLER SHALL PROVIDE AS-BUILT MEASUREMENTS OF TANK CLEAN-OUTS AND D-BOX COVER TO THE HOMEOWNER TO FACILITATE SERVICE AND/OR INPSECTION

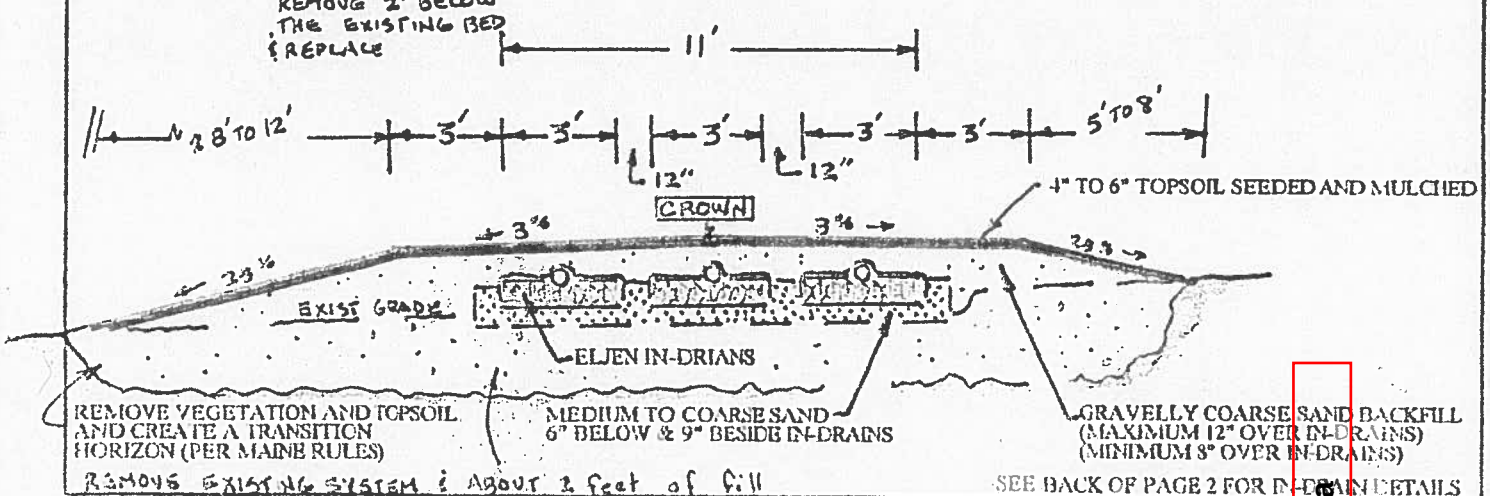
INSTALLER TO BE FAMILIAR WITH ELJEN CORPORATION'S MAINE DESIGN AND INSTALLATION MANUAL REVISED OCTOBER 3, 2014
OFFICE: 207-894-7141

BACKFILL REQUIREMENTS		CONSTRUCTION ELEVATIONS		ELEVATION REFERENCE POINT	
Depth of Backfill (Upslope)	15" TO 30"	Finished Grade Elevation	+46"	Location & Description	SHOWN ABOVE
Depth of Backfill (Downslope)	22" TO 37"	Top of Distribution Pipe ~~or Proprietary Device~~	+34"		
APPROX. DEPTHS AT CROSS-SECTION (shown below)		Bottom of Disposal Area (in-drains)	+23"	Reference Elevation:	Nail = 0.0"

DO NOT DRIVE OVER IN-DRAINS WHEN BACKFILLING

DISPOSAL AREA CROSS SECTION
SECTION A-A'

SCALE
VERTICAL: 1" = 5'
HORIZONTAL: 1" = 5'



REMOVE EXISTING SYSTEM & ABOUT 2 feet of fill below and replace with clean backfill

SEE BACK OF PAGE 2 FOR IN-DRAIN DETAILS

Site Evaluator Signature	SEI	Date
[signature]	221	11/2/15

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HHE-200 Rev. 1/02

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Maine Center for Disease Control and Prevention
An Office of the Department of Health and Human Services

Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel: (207) 287-5672
Fax: (207) 287-4172; TTY: 1-800-606-0215

SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

GENERAL INFORMATION Town of YORK

Property Owner's Name: WENDY & RICHARD TAYLOR Tel. No.: 978-697-5020

System's Location: 8 GUNNISON ROAD

Property Owner's Address: 12 ERICA LANE, TEWKSBURY, MA Zip Code 01876

e-mail address:

The subsurface wastewater disposal system design for the subject property requires a ☑ replacement system variance ☐ first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires ☑ local approval ☐ local and state approval.

SPECIFIC VARIANCE REQUESTED (To be filled in by Site Evaluator. Use additional sheets if needed.) **SECTION OF RULE**

1. REPLACEMENT DISPOSAL FIELD TO BE 74 FEET FROM OWNER'S WELL — SECTION 8, TABLE 8A
2.
3.

SITE EVALUATOR

When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.

THE SYSTEM WAS RECENTLY INSPECTED BY ADVANCED LEACHFIELDS LLC AND IS FUNCTIONING PROPERLY. THIS SYSTEM IS A BACKUP DESIGN TO DEMONSTRATE THERE IS ADEQUATE SPACE FOR A REPLACEMENT SYSTEM. DUE TO POOR SOIL CONDITIONS (FILLED SITE) AND WETLANDS, THE SYSTEM IS AS FAR FROM THE WELL AS REASONABLY POSSIBLE. IT IS IN SAME LOCATION AS THE EXISTING STONE BED SYSTEM BUT IS USING ELJEN IN-DRAINS TO MEET THE REQUIRED LEACHFIELD SIZE.

I, JOSEPH W. NOEL, S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.

Joseph W. Noel — 11/2/15

SIGNATURE OF SITE EVALUATOR — DATE

PROPERTY OWNER

I, _____, am the ☐ owner ☐ agent for the owner of the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

☐ SIGNATURE OF OWNER
☐ AGENT FOR THE OWNER — DATE

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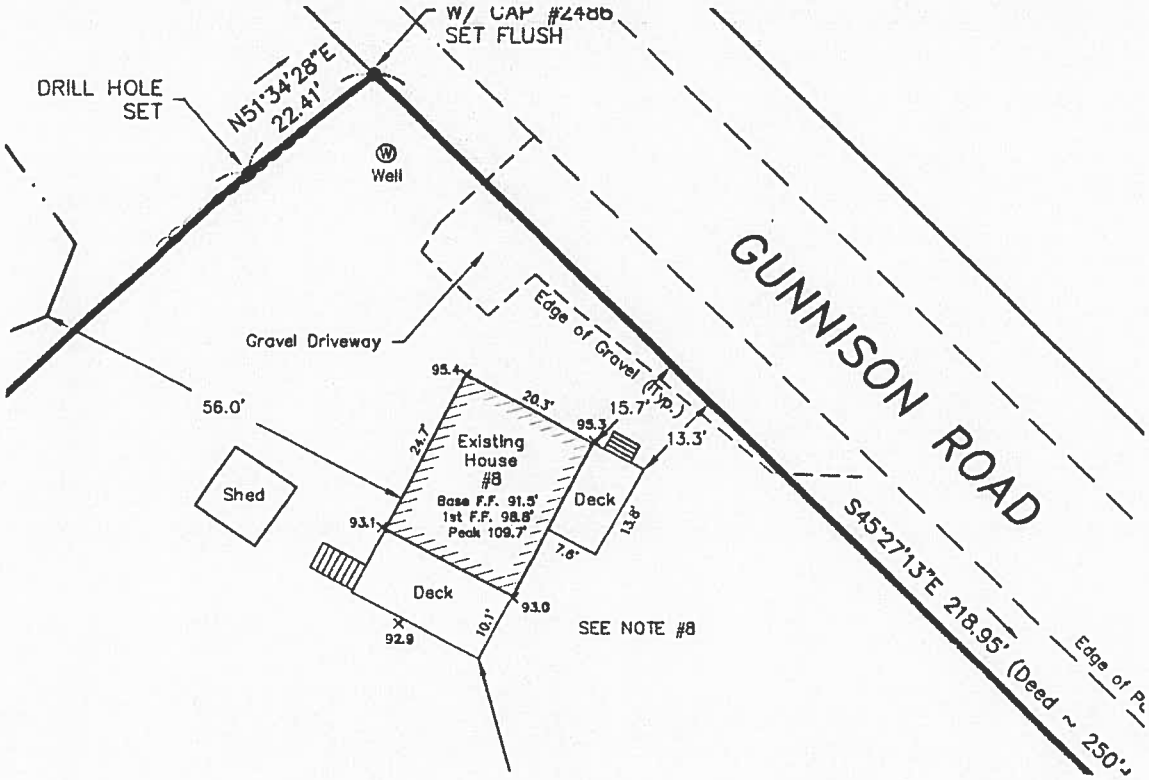
8 Gunnison Rd. 30-8-H



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Amber Harrison

From: tim haskell <thaskell@yorksewerdistrict.org>
Sent: Wednesday, August 12, 2015 12:04 PM
To: Amber Harrison
Cc: wendyrdh1@yahoo.com
Subject: 8 Gunnison Request for Sewer

Amber:
I had a call from Wendy Taylor inquiring about any plans for public sewer to be brought down Gunnison Road. Unfortunately the District currently has no plans to expand sewer down Gunnison now. The main line is currently on the opposite side of Ridge Road and it would be almost 350 feet to extent sewer to Ms. Taylor's property.
Typically if sewer is over 200 feet away from a property it is considered too far for a person to reasonably connect. (This is according to our governing legislation.) In this case it would not be unreasonable to estimate $200 dollars a foot to install the sewer and restore the roadway, which would put her cost somewhere around $70,000 (This assumes ledge the whole distance).
Please let me know if there is any other information I can provide regarding this matter.
Tim

Timothy H. Haskell
Superintendent

York Sewer District
P.O. Box 1039
21 Bay Haven
York Beach, ME 03910-1039
thaskell@yorksewerdistrict.org
(P) 207-363-4232
(F) 207-363-6701

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

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ADMINISTRATIVE APPEAL

Findings of Fact:

The Appellant are Richard & Wendy Taylor, 12 Erica Lane, Tewksbury, MA 01836.
The property is located at 8 Gunnison Road, York, ME 03909, in the Res-7 Limited Res District and is identified as Tax Map 30, Lot 8-H, and contains 43,980 sq. ft..

Copies of the Board of Appeals Application, Warranty Deed, Building Permit Application including Plan of Proposed Second Floor Addition 8 Gunnison Road York, ME., Plot Plan (Map), GIS Map, Copy of Letter to Phyllis Rothwell from Town Planner Town of York, dated July 21, 1994, Copy of letter from Advanced Leachfields LLC to Wendy Taylor, undated, Copy of Mortgage Loan Inspection, dated Dec 6, 2000, Letter from Tim Haskell dated Aug 12, 2015 (marked Board Exhibit #1), Request for Action by the Board of Selectman, dated March 6, 2015 (marked as Board Exhibit #2), Memo to Selectmen from Tim Decoteau (marked as Board Exhibit #3), Memo to Selectmen & Steve Burns from CEO, Amber Harrison dated Feb. 19, 2015 (marked Board Exhibit #4), Memo to Selectmen & Steve Burns from CEO, Amber Harrison dated Mar. 18, 2015 and Town of York Code Enforcement Denial are all made part of the record.

The Appellant is requesting an Administrative Appeal from the Town of York Code Enforcement decision concerning setbacks in regard to shoreland zoning.
The decision being appealed is from the Town of York Code Enforcement Letter of Denial dated September 3, 2015 and signed September 3, 2015.
The relevant sections of the Zoning Ordinance are 5.3.1.1, 8.3.11.2, and 17.2.1.2 E 3 & 4, 8.3.11.4 (d) and 18.8.2.1.
Application for appeal was filed on October 5, 2915 and was therefore timely.
Appeal was heard on October 28, 2015.

Relevant facts are: 1). Subject property is a non-conforming structure. **2.)** Appellant is proposing to construct a vertical expansion to the existing structure, **3).** In accordance with 17.2.1.2 to enlarge a non-conforming structures, criteria A-H must be met and 17.2.1.2 E. 3 & 4 are not shown to be met. **4).** 8.3.11.4 d does not apply to a vertical expansion. **5.)** The new addition must be on the side of the structure located the furthest away from the high water mark or upland edge. It also states that the expansion shall not exceed the height of the existing structure.

MOTION made by Joseph Carr to grant the Administrative Appeal in that 8.3.11.4 does not apply and the Appellants need to meet 17.2.1.2 E 3 & 4 before expanding. **SECOND** by Leon Moulton
VOTE: 3-2-0 Motion Passed. (In Favor: Joseph Carr, Leon Moulton, Ted Motolla **Opposed:** Michael Swant, Robert Lascelles **Abstention:** None)

A video recording of the hearing was taken and is to be made part of the official record.

Judgment on Findings of Fact:

Approved: 12/9/2015
Vote: 4-0-1 (In Favor: Michael Swant, Robert Lascelles, Joseph Carr, and Ted Motolla
Opposed: None Abstention Due to Absence: Leon Moulton)

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 6, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Future weekly curbside collection, transportation and disposal of Municipal Solid Waste ("MSW") including bulky waste and recyclable materials.	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town of York currently contracts with Waste Management Services ("current Contractor") for the weekly curbside collection, transportation and disposal of Municipal Solid Waste ("MSW") including bulky waste and the biweekly collection of recyclable materials. A copy of the existing contract as amended has been included in the BOS packet for reference and information. The current eight-year contract expires on June 30, 2016.

The current Contractor has estimated that there is presently an average of 7,500 (2007) residential stops, with the number of stops increased by the seasonal influx of summer residents to the Community. The Town presently allows eligible residential properties to dispose of MSW, recyclables, and a restricted quantity of bulky waste materials as defined in Section 1 of the current Contract with Waste Management Services.

Tonnage totals for recycling and solid waste, broken down by month for the years 2012 through 2014 as reported by the current Contractor, are included in the BOS packet for reference and information. The average three-year tonnage of solid waste collected is approximately 5,552 tons (2004-2006) 5,138 tons (2012-2014). The average three-year tonnage for recyclable materials (paper and commingle) is 1,294 tons (2004-2006) 1,051 tons (2012-2014).

Below are three options the Board could take:
1) Approve Waste Management's multi-year proposal with or without beach service for an additional eight (8) years with or without making program changes with or without a committee. See included Waste Management multi-year proposal and draft charter for municipal solid waste and recycling committee.

2) Approve Waste Management's single year extension with or without beach service and set up a committee to make recommendations for changes to existing program. Request proposals from Waste collection contractors for pricing on different program options proposed by committee. See attached 1yr extension proposal and draft charter for municipal solid waste and recycling committee.

3) Approve the release of a Request proposals from Waste collection contractors for pricing on different programs. See attached draft RFP.

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RECOMMENDATION: Work with Waste Management to finalize an eight (8) year agreement based on their multi-year proposal for Board of Selectmen approval. During year one of the program the town would explore modifications and improvements to our existing program for Board of Selectmen approval of years 2-8.
PROPOSED MOTION: **I move to approve the Town Manager to finalizing an eight (8) year agreement with Waste Management based on their multi-year proposal with proposed beach service for Board of Selectmen approval. During the first year of the program the town will explore modifications and improvements to our existing program and develop a revised agreement for Board of Selectmen approval for years 2 - 8.**

FISCAL IMPACT: Varies
DEPARTMENT LINE ITEM ACCOUNT: 100.0305.9005
BALANCE IN LINE ITEM IF APPROVED: $1,525,000

PREPARED BY: _____ REVIEWED BY: _____

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Municipal Solid Waste & Recycling Committee - Committee Charter

APPROVED - March 14, 2016

Ad Hoc Committee. The Municipal Solid Waste and Recycling Committee is an ad hoc committee created by and answerable to the Board of Selectmen. It shall operate until the execution of a new agreement for the curbside collection, transportation and disposal of the Town's municipal solid waste (MSW) and recyclables, or until terminated by vote of the Board of Selectmen.

Membership. The Committee shall be comprised of five (5) voting members, which shall include four (4) at-large members appointed by the Board of Selectmen, one (1) member of the Budget Committee appointed by the Budget Committee, one (1) ex-officio (non-voting) member of the Board of Selectmen appointed by the Board of Selectmen and two (2) (non-voting) waste and recycling industry experts appointed by the Board of Selectmen. A quorum for purposes of voting shall require a minimum of 3 members present and voting, and decisions shall be by majority vote.

Meetings. All meetings of the Committee shall be advertised and open to the public, and minutes shall be taken in accordance with Roberts Rules of Order. Minutes shall be provided to the Town Clerk upon approval by the Committee.

Scope of Responsibilities. The Committee shall advise the Board of Selectmen with respect to the Town's options for future curbside collection, transportation and disposal services for the town's municipal solid waste (MSW) and recycling. The committee shall oversee a Request for Proposal (RFP) process and make award recommendations to the Board of Selectmen.

Project Goal. The goal of the Town is to execute an agreement for the weekly curbside collection, transportation and disposal of Municipal Solid Waste (MSW) and recyclables. The final agreement shall provide a comprehensive and sustainable multi-year solution that promotes environmental stewardship and increases public awareness of our communities reuse and recycling programs. Success will be determined by a signed agreement between the Town of York and a contractor or contractors by June 30th 2016.

Objective #1. The first goal of the Committee is to become familiar with the options available to the town in order to draft an RFP that ensures an acceptable level of service, environmental stewardship and public education at a reasonable cost to the residents and tax payers of York.

Objective #2. The second goal of the Committee is to oversee a successful Request for Proposal (RFP) process and make award recommendations to the Board of Selectmen.

Objective #3. The third goal of the Committee is to review draft agreements between the Town and successful contractor and make proposed agreement recommendations to the Board of Selectmen.

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Duties. The Committee shall:

1. Investigate economically reasonable sustainable waste management strategies available to the Town.
2. Develop a comprehensive RFP that incorporates sustainable waste management strategies, recycling incentives and ensures an acceptable level of service, environmental stewardship and public education.
3. Present proposed RFP to the Board of Selectmen for approval.
4. Solicit proposals from qualified solid waste management and recycling contractors.
5. Hold pre bid meeting for interested bidders.
6. Open, review and rank proposals.
7. Conduct contractor interviews with selected contractors if needed.
8. Present contractor award recommendation to Board of Selectmen.
9. Work with Board of Selectmen approved contractor on agreement language.
10. Recommend agreement language to Board of Selectmen for approval.

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

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Company	Item A- Base Service Proposal			Perform Bond
	MSW/Recyc/Bulk	MSW/Bulk	Recyclables	Fist year
Waste Management	$1,073,600	$825,000	$288,000	$10,000
BBI Waste	$1,140,000	$870,000	No Bid	$16,000
Pine Tree Waste	$1,810,115	$1,051,034	$759,080	$31,677
Corcoran Environmental	$1,886,200	$1,476,200	$470,000	$56,580

Company	Item B-Alternate #1/No Bulky waste			Perform Bond
	MSW/Recycl	MSW	Recyclables	Fist year
Waste Management	$1,023,000	$775,000	$288,000	$10,000
BBI Waste	$1,115,000	$845,000	N0 Bid	$16,000
Pine Tree Waste	$1,760,115	$1,001,034	$759,080	$30,802
Corcoran Environmental	$1,817,200	$1,407,200	$470,000	$56,580

Company	Item C-Alternate Proposal #2/Fee for Bulky waste			Perform Bond
	MSW/Recycl/Bulk	MSW/Bulk	Recyclables	Fist year
Waste Management	$1,023,000	$775,000	$288,000	$10,000
BBI Waste	$1,115,000	$845,000	No Bid	$16,000
Pine Tree Waste	$1,760,115	$1,001,034	$759,080	$30,802
Corcoran Environmental	$1,817,200	$1,407,200	$470,000	$56,580

Company	Item D-Alternate Proposal #3/Single Stream			Perform Bond
	MSW/Recycl/Bulk	MSW/Bulk	Recyclables	Fist year
Waste Management	$1,128,000	No Bid	No Bid	$10,000
BBI Waste	$1,250,000	$870,000	No Bid	$16,000
Pine Tree Waste	$2,063,142	No Bid	No Bid	$36,105
Corcoran Environmental	$2,356,200	$1,476,200	$940,000	$56,580

Company	Item E-Alternate Proposal #4-One Container			Perform Bond
	MSW/Recyclables	MSW	Recyclables	Fist year
Waste Management	$1,158,000	No Bid	No Bid	$10,000
BBI Waste	$1,365,000	$945,000	No Bid	$16,000
Pine Tree Waste	$2,063,142	No Bid	No Bid	$36,105
Corcoran Environmental	$2,757,200	$1,877,200	$940,000	$56,580

Waste Management Provisions:
1) Education Program Flyer: WM would be responsible for design, production & printing.
Town responsible for distribution
2) The annual contract price for collection and disposal of MSW/Recyclable materials will increase on an annual basis starting July 1st of each succeeding year of the contract, beginning July 1,2009 by any new homes the town has issued an occupancy permit at the current rate per unit in the contract.
3) Fuel escalator clause: The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy for the New England region.
4) Bulky waste fees for Item C range from $20 to $35.

BBI Provisions:
1) Fuel escalator clause: If the price of diesel fuel exceeds $4.00 at any time during the contract.
BBI wants to be compensated an amount equal to the difference.
2) Bulky waste fees for Item C range from $35 to $45.

Pine Tree Waste Provisions:
1) Bulky waste fees for Item C are $25 per item.

Corcoran Environmental Provisions:
1) The annual contract price for collection and disposal of MSW/Recyclable materials will increase on an annual basis starting July 1st of each succeeding year of the contract, beginning July 1,2009
by CPI-U Boston.
2) Contract to be awarded by January 21, 2008
3) Contract for disposal up to 6250 tons in the first year. Contractor will charge the town $80 per ton for every additional ton.
4) Fuel escalator clause: If the price of diesel fuel exceeds $5.00 during the first year of the contract. Corcoran Environmental wants to be compensated an amount equal to the difference.
5) Contractor is seeking protection from the Town if the contract is terminated by the Town prior to the expiration date.

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TOWN OF YORK

REQUEST FOR SEALED PROPOSALS:

CONTRACT FOR
SOLID WASTE and RECYCLING MATERIALS COLLECTION
and DISPOSAL SERVICES

April 11, 2016

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SECTION 1: NOTICE TO PROPOSERS

The Town Manager of the Town of York, Maine, will receive sealed proposals until 10:00 A.M., on Monday May 2, 2016, at the Town Manager's Office, York Town Hall, 186 York Street, York, Maine 03909, for a **Solid Waste and Recycling Materials Collection and Disposal Services Contract.**

Proposals shall be submitted in sealed envelopes, shall include *on the face of the envelope* the name, address, and telephone contact of the Proposer and shall be marked **Solid Waste and Recycling Materials Collection and Disposal Services Contract**.

All timely proposals will be opened and read aloud at the York Town Hall at 10:00 A.M. on Monday May 2, 2016.

No Proposer may withdraw a proposal within thirty (30) days after the date above for submission.

A mandatory pre-proposal meeting will be held at the York Town Hall at 1:00 P.M. on Tuesday, May 19, 2016. Failure to attend the pre-proposal meeting disqualifies the proposer from the proposal process.

SECTION 1: INTRODUCTION

The Town of York currently contracts with Waste Management Services ("current Contractor") for the weekly collection and disposal of Municipal Solid Waste ("MSW") and the biweekly collection of recyclable materials. A copy of the existing contract as amended is attached as Appendix A for reference and information. The current eight-year contract expires on June 30, 2016.

The current Contractor has estimated that there is presently an average of ~~7,500(2007)~~ residential stops, with the number of stops increased by the seasonal influx of summer residents to the Community. The Town presently allows eligible residential properties to dispose of MSW, recyclables, and a restricted quantity of bulky waste materials as defined in Section 1 of the current Contract with Waste Management Services. (See Appendix A)

Tonnage totals for recycling and solid waste, broken down by month for the years 2012 through 2014 as reported by the current Contractor, are attached as Appendix B for reference and information. The average three-year tonnage of solid waste collected is approximately ~~5,552(2004-2006)~~ 5,138 tons. The average three-year tonnage for recyclable materials (paper and commingle) is ~~1,294(2004-2006)~~ 1051 tons.

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SECTION 2: PROPOSAL GUIDELINES AND REQUIREMENTS

The Town seeks competitive proposals ("Base Service Proposal") for continuation of the current level of waste collection and disposal services as summarized above, and as set forth in detail in the existing agreement with Waste Management Services. In addition, the Town desires to measure the pricing advantages and/or disadvantages of contracting separately for MSW collection/disposal and Recycling collection/disposal. The bid form (Appendix C Proposal Form) in the issued Request for Proposal requests three separate prices for each Bid Alternative (Bid Alternatives A through E).

Firms submitting bids will not be disqualified if bid prices are not submitted for each of the three sub-alternatives. You should provide either a bid price or state "No-Bid" on each of the three sub-alternatives.

the Town seeks five alternative proposals, as follows:

Item A: Base Service Proposal

Municipal refuse (municipal solid waste), including selected bulky waste items and recyclables, will be collected in conformance with these specifications and as presently provided through the Town's current contract with Waste Management Services. MSW will be collected weekly and recyclables biweekly from each eligible residential property in the Town of York. Selected bulky waste items will be collected from residential properties by the Contractor on a prescheduled basis through the Contractor's Customer Service Office at no cost to the resident.

Item B: Alternate Proposal No. 1

Under this alternate proposal, the collection costs of bulky waste materials will be omitted from the Base Service Proposal. The stated proposal price in appendix C should reflect a reduced annual cost from the Base Proposal price presented in Item A above.

Item C: Alternate Proposal No. 2

Under this alternate proposal, the Contractor will create a fee-based system for the collection of selected bulky waste items, the proceeds of which the Contractor shall retain. The cost for collection of bulky waste materials will be omitted from the Base Service Proposal price. Accordingly, the stated proposal price in appendix C should reflect a reduced annual cost of collection for MSW and recyclables. The proposal response must include details of the "fee-based system" that the Contractor will use if this option is selected by the Town. The presentation will, at a minimum, discuss how residents will contact, make payment and receive authorization for service from the Contractor, the basis for the fee amount, any enforcement requirements, requirements for public advertisement and/or announcements, etc.

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Item D: Alternate Proposal No. 3

This alternative proposal price shall reflect the full cost for the Contractor to create a Pay-As-You-Throw (PAYT) program for the collection of MSW. The proposal price presented below for this item should reflect any difference in the Base Proposal price as presented in Item A above and reflect the full cost of this program change, including without limitation cost of collection/disposal, costs and distribution of bags, public awareness announcements, advertisements, and costs deemed necessary to successfully convert the desired change in service. The Town will approve the color, dimensions and any wording for the bags.

Item E: Alternate Proposal #4

This alternate proposal price shall reflect the full cost to change the presently allowable unlimited number of curbside collection containers (both MSW and Recycling) to a single Town-approved tote or cart for MSW and a second cart for recyclables (Automated Cart Collection System). Any waste or recyclables placed in containers other than the totes or carts will be deemed ineligible for collection. The Town will approve the color, dimensions and any wording for the totes/carts. Each resident will be provided a tote/cart unit for refuse materials and a second cart for single-stream recyclables. The price quoted in appendix C will reflect the full cost of this program change, including without limitation the cost of collection/disposal, costs and distribution of totes/carts, public awareness announcements and advertisements costs deemed necessary to successfully convert the desired change in service.

All Proposers shall include a quote for the cost of a performance bond as a part of their competitive proposal. See Section 7.8 below.

SECTION 3: PROPOSAL SPECIFICATIONS

3.1. Proposal Compliance

By the act of submitting a Proposal for consideration under this Request, each Proposer agrees to be bound to comply with all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such differences must be fully explained within the Proposal. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interests of the Town of York.

3.2. Addenda and Interpretations

No interpretation of the specifications or other contract documents will be provided orally to any Proposer. All requests for interpretation of any specification of this Request for Proposals, or other contract documents, shall be made in writing addressed to the Town Manager, Town of York, 186 York Street, York, Maine 03909. To be given consideration, all such requests for interpretation must be received not later than five (5) business days prior to the date fixed for the opening of the

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Proposals. Any and all such interpretations and/or supplemental instructions provided to a Proposer shall be in the form of written addenda to these specifications and, if issued, shall be mailed or faxed to all prospective Proposers at their respective contact addresses, not later than one (1) day prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such interpretive addenda shall not relieve any Proposer from any obligation under his/her Proposal as submitted. All addenda so issued shall become part of the contract documents.

3.3. Contractor Qualifications

(a) Each Proposer, if a corporation, shall identify the state of incorporation and the names and addresses of all principal officers.

(b) Each Proposer, if not a Maine corporation, shall include with the Proposal a certified copy of the company's certificate of Authorization to do Business in the State of Maine.

(c) Each Proposal shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.

(d) Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer has operated or presently operates, a municipal MSW collection service, including collection of recyclables, and is familiar with the four-season, prevailing weather conditions in the Town of York and environs. **Each Proposer shall submit with his/her Proposal a comprehensive list of communities and geographic areas in which the Proposer currently collects municipal solid waste and recyclable material.** Such list shall include a description of the duration and type of the existing contract, the identity and population of community (including seasonal fluctuations), and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified are subject to inspection by personnel designated by the Town.

3.4. Proposer Responsibilities

(a) Proposers are cautioned to examine carefully all conditions affecting the collection and transportation of municipal solid waste and recyclables and to fully acquaint themselves with the volume and character of the material to be handled under this Contract.

(b) Proposers are cautioned to fully familiarize themselves with the Town of York and all of the physical and geographic characteristics therein. Submission of a Proposal under these specifications shall be deemed conclusive evidence that the Proposer is fully acquainted with, and shall be fully responsible for, compliance with any restrictions, constraints, or physical hazards existing within the municipal boundaries of the Town of York. It is the responsibility of each Proposer to base its Proposal upon conclusions drawn from its own independent investigations.

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(c) Each Proposal must be accompanied by a deposit of Five Percent (5%) of the Base Proposal as presented in Appendix C, Item A, on the enclosed proposal form. The deposit may be presented in the form of a properly certified check, bank treasurer's check, bank money order, cash, or a proposal bond. Checks and money orders shall be made payable to the Town of York and will be held in escrow in a non-interest bearing account. Such deposits will be returned to Proposers not selected within a reasonable period following the award and signing of the Contract.

3.5. Basis for Acceptance or Rejection

The Board of Selectmen will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the Base Proposal and/or any combination of Alternative Proposals Nos. 1 through 4 submitted therewith.

The Town reserves the right to reject any or all Proposals submitted, to waive terms stated herein or to reopen the Request for Proposals process and seek new proposals if, in the judgment of the Board of Selectmen, to do so will best serve the interests of the Town of York.

3.6. Exceptions to Proposals

The Proposer shall identify and describe any and all exceptions contained in its Proposal to any of the specifications identified in this Request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately and attached to the Proposal.

3.7. Additional Data

The Proposer shall submit, pursuant to this subsection, any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Board of Selectmen to consider during their deliberations and ultimate vendor selection. The Town encourages creative alternatives or proposals that will enhance the efficiency of MSW collection, reduce material in the waste stream and increase recycling.

3.8. References

The Proposer shall provide at least five references providing testimony to the Proposer's experience, quality of service and reliability. At least three of those references shall be from communities presently under contract for service.

SECTION 4: CONTRACT REQUIREMENTS

4.1. Term of Contract

The contract period will be for ten (7) years beginning July 1, 2016, and ending June 30, 2023. The Contract will contain a renewal option for one additional five-year period if mutually agreed-to between the parties.

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4.2. Non-Assignment of Contract

The successful Proposer (also referred to herein as the "Contractor") shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, which approval may be withheld for any reason by the Town.

4.3. Secured Disposal Site Contract

All Proposers shall provide evidence that demonstrates their contractual access to one or more approved disposal and/or recycling facilities to dispose of the Town's MSW/Recyclable materials for the duration of the ten-year contract. Such access shall provide for disposal of MSW/Recyclable materials in the volume identified in Appendix B, including the capacity to handle anticipated increases in volume due to annual seasonal fluctuations. The MSW/Recyclable facility(ies) so designated must be licensed and/or authorized by either the State of New Hampshire or State of Maine and the municipality within which it is located. **Proof of such contractual access to an approved facility(ies), as set forth herein, shall include photocopies of existing signed contracts evincing the availability of the disposal site(s), and the Proposer's legal access thereto, for the duration of the ten-year Contract.**

4.4. Contract Administration

The Public Works Director shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Town Manager relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

4.5. Invoice and Payment

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

(a) Invoices: Separate invoices shall be mailed monthly to the attention of the Director of Public Works, 186 York Street, York, Maine 03909 monthly for One-Twelfth (1/12th) of the annual contract price for MSW/Recyclable materials collection and disposal contract.

(b) Payment: Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.

(c) Contract Cost: The annual contract price for collection and disposal of MSW/Recyclable materials will increase on an annual basis starting July 1st of each succeeding year of the Contract, beginning July 1, 2016 The rate of annual increase will be based solely upon U.S. Department of Labor CPI-U, All City Average for December of the previous year. **The Contractor will retain all proceeds generated by the collection and disposal of recyclable materials from residents of the Town of York.**

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SECTION 5: WASTE COLLECTION INFORMATION

5.1. Locations and Number of Stops

Waste Management Services, the Town's current waste contractor, has estimated the average number of housing units currently eligible for service at ~~7,486~~. The number of stops fluctuates seasonally, with the highest number recorded during the peak summer months, and the lesser number occurring during the winter months. The Town and Contractor will jointly conduct a stop count during a typical February and July week of the first year (2016 - 2017) of the Contract and negotiate changes, if appropriate, in the contract amount for the third year (2018 - 2019), and for each year thereafter, based upon the average of the data collected.

5.2. Collection from Public and Private Roads

The Contractor will be required to collect MSW and recyclables from all publicly maintained streets and roads in the Town of York, and from all privately maintained streets and roads if conditions of such streets or roads reasonably allow access for such collection. The following criteria shall be used for determining whether a privately maintained road is reasonably accessible:

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

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

5.3. Route Map

The Contractor shall submit a collection route map to the Public Works Director for approval within thirty days of the award of the Contract. Upon receiving written approval from the Director, the Contractor shall place in a daily newspaper having general circulation in the Town of York a copy of the approved collection route map one week prior to the first scheduled collection week beginning July 1, 2016, all at Contractor's expense.

The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. For example, a short street could be moved from Wednesday's collection route to Thursday's. Minor modifications to the collection route will have no impact on the contract cost.

5.4. Collection Procedures

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(a) In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet of the travel way or within driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.

(b) Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.

(c) No scavenging shall be performed or permitted along any street or road.

(d) No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Public Works Director's office shall be notified immediately.

(e) If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any residence covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or the terms of the Contract, the waste and/or recyclable container(s) shall be **tagged.** The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Director. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.

5.5. Collection Schedule

(a) Time of Collection. Curbside collection of MSW/Recyclable materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 6:00 P.M. on any scheduled collection day. The Contractor shall collect once weekly all MSW materials placed at the curbside or other specifically designated locations. The Contractor shall collect once every other week all recyclable materials placed at the curbside or other specifically designated locations.

(b) Weather Conditions. The Contractor will not collect MSW/Recyclable materials on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled MSW/Recyclable material collection. The Contractor will reschedule the missed collection day on the first Saturday following the canceled collection day, unless that Saturday falls on Christmas Day or Thanksgiving Day. In the event that the rescheduled collection

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day falls on either of these holidays, collection shall be postponed to the regularly scheduled collection day of the following week.

(c) **Holidays.** Collection of MSW/Recyclable material will not occur Thanksgiving Day or Christmas Day. Regularly scheduled collection of MSW/Recyclable material falling on either of these holidays will occur on the first Saturday following the scheduled holiday. Full service will be provided in the normal course on all other scheduled holidays

(d) **Employees and Complaints.** A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or the Contractor.

5.6. Customer Service Center

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

SECTION 6: EQUIPMENT REQUIREMENTS

6.1. Equipment Inventory

(a) Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. **Any equipment used during the term of the Contract shall not exceed seven years of age at any time.**

(b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided with the Proposal.

(c) Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.

6.2. Equipment Specifications

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(a) The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW/Recyclable material.

(b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.

(c) All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service office.

(d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclables during collection. Additionally, Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by Contractor.

(e) All vehicles shall be inspected prior to the beginning of the contract period by an authorized State of Maine or New Hampshire inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.

(f) All solid waste and recyclables shall be collected by vehicles, which shall be emptied and void of all solid waste or recyclables or other material prior to the commencement of a day's collection route.

6.3. Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within1 hour of notification of breakdown.

SECTION 7: REQUIRED BONDS AND INSURANCE

7.1. Workers Compensation Insurance

For the duration of the Contract, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Contract as awarded pursuant to these specifications set forth herein. If work is subcontracted, the Contractor shall require the subcontractor to similarly provide Workers Compensation insurance for all of its employees engaged in performing services under the Contract, unless such employees are covered under the Contractor's Workers Compensation policy. In the event any class of employees engages

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in hazardous work under the Workman's Compensation statute, the Contactor shall provide adequate insurance coverage for the protection of such employees not otherwise covered. All insurance coverage shall be in accordance with the State of Maine laws as amended during the term of the Contract and the requirements of the Industrial Accident Commission.

7.2. Liability Insurance and Indemnification

(a) The Contractor shall carry and maintain insurance as specified below and in such forms as shall protect the Town of York and its employees and officials from all claims and liability for damages and bodily injury, including accidental death and/or property damage, which may arise from the Contractor's operations under this Contract. The Contractor covenants and agrees to hold the Town of York and its employees, agents, and officials harmless for loss and/or damage due to any claims for personal injury, accidental death, and/or property damage arising from or in connection with the Contractor's operations.

(b) Minimum coverage for liability for property damage shall be in the amount of One Million Dollars ($1,000,000.00) per occurrence and an aggregate limit of One Million Dollars ($1,000,000.00).

(c) The Contractor shall purchase and maintain an umbrella policy in the amount of One Million Dollars ($1,000,000.00) covering the underlying policies.

(d) All policies of insurance shall be written such that the Town of York will receive written notification of cancellation or amendments. A certificate of insurance from the Contractor's insurance carrier, showing at least the coverage limits of liability specified above and expiration date, shall be filed with the Town before waste collection operations may begin.

(e) Contractor shall make no claim against the Town of York or its officers for any injury to any of its officers, employees, or subcontractors for damage to Contractor's vehicles or equipment arising from work performed under the Contract. The Contractor agrees to hold the Town harmless for any claims so made, and to indemnify the Town, its officers, employees, agents and servants from all claims legal or equitable, including court costs and reasonable attorney's fees arising out of the performance of the Contract.

7.3. Automotive Liability Insurance

The successful Proposer shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of Four Hundred Thousand ($400,000.00) for bodily injury per occurrence, and minimum liability coverage in the amount of Fifty Thousand Dollars ($50,000.00) per occurrence for property damage, with an aggregate limit of One Hundred Thousand Dollars ($100,000.00) for property damage, or in such other amounts as the Town may reasonably require from time to time.

7.4. Pollution Liability Insurance

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The successful Proposer shall purchase and maintain pollution liability insurance in the coverage amount of not less than Five Million Dollars ($5,000,000.00).

7.5. Deductible Amount

Contractor will reimburse the Town and hold it harmless from the cost of any losses for which Contractor is responsible and to which a deductible amount may apply. The deductible amount in any insurance policy required under this section shall not exceed Twenty-Five Thousand Dollars ($25,000.00) without the prior written consent of the Town.

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

7.6. Health Insurance Coverage

Contractor shall also provide to the Town evidence of health insurance coverages provided to Contractor's employees.

7.7. Failure to Enter into Contract: Forfeiture of Deposit

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

7.8. Performance Bond

In addition to the Alternative Proposals set forth above, each Proposer shall provide a quote for a performance bond in an amount equal to One Hundred Percent (100%) of the Contract Price, for the

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first twelve (12) calendar months of the Contract, and for subsequent twelve (12) month periods, for all its Alternative Proposals.

Appendix C

TOWN OF YORK

Residential Refuse and Recycling Collection/Disposal Proposal Form

I, the undersigned, hereby declare that I have fully examined the "Request for Sealed Proposal" documents, including the Town's current Contract with Waste Management Services and the Town's Solid Waste Ordinance, and hereby propose to collect, remove and dispose of residential refuse and recyclables as follows:

NAME OF FIRM: _____

ADDRESS: _____

_____

_____

Item A: Base Service Proposal

Municipal refuse (municipal solid waste), including selected bulky waste items and recyclables, will be collected in conformance with these specifications and as presently provided through the Town's current contract with Waste Management Services. MSW will be collected weekly and recyclables biweekly from each eligible residential property in the Town of York. Selected bulky waste items will be collected from residential properties by the Contractor on a prescheduled basis through the Contractor's Customer Service Office at no cost to the resident.

1. Price Quote for combined collection/disposal of MSW/Recyclables and bulky waste

Annual Price $ _____

Annual Price In words: _____

2. Price Quote for collection/disposal of MSW and bulky waste only

Annual Price $ _____

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Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only

Annual Price $ _____

Annual Price In words: _____

Item B: Alternate Proposal No. 1

Under this alternate proposal, the collection costs of bulky waste materials will be omitted from the Base Service Proposal. The stated proposal price below should reflect a reduced annual cost from the Base Proposal price presented in Item A above.

1. Price Quote for combined collection/disposal of MSW/Recyclables

Annual Price $ _____

Annual Price In words: _____

2. Price Quote for collection/disposal of MSW only

Annual Price $ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only

Annual Price $ _____

Annual Price In words: _____

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Item C: Alternate Proposal No. 2

Under this alternate proposal, the Contractor will create a fee-based system for the collection of selected bulky waste items, the proceeds of which the Contractor shall retain. The cost for collection of bulky waste materials will be omitted from the Base Service Proposal price. Accordingly, the stated proposal price below should reflect a reduced annual cost of collection for MSW and recyclables. The proposal response must include details of the "fee-based system" that the Contractor will use if this option is selected by the Town. The presentation will, at a minimum, discuss how residents will contact, make payment and receive authorization for service from the Contractor, the basis for the fee amount, any enforcement requirements, requirements for public advertisement and/or announcements, etc.

1. Price Quote for combined collection/disposal of MSW/Recyclables and bulky waste (with fee system)

Annual Price $ _____

Annual Price In words: _____

2. Price Quote for collection/disposal of MSW and bulky waste (with fee system) only

Annual Price $ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only

Annual Price $ _____

Annual Price In words: _____

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Item D: Alternate Proposal No. 3

This alternative proposal price shall reflect the full cost for the Contractor to create a Pay-As-You-Throw (PAYT) program for the collection of MSW. The proposal price presented below for this item should reflect any difference in the Base Proposal price as presented in Item A above and reflect the full cost of this program change, including without limitation cost of collection/disposal, costs and distribution of bags, public awareness announcements, advertisements, and costs deemed necessary to successfully convert the desired change in service. The Town will approve the color, dimensions and any wording for the bags.

1. Price Quote for combined collection/disposal of MSW/Recyclables and bulky waste

Annual Price $ _____

Annual Price In words: _____

2. Price Quote for collection/disposal of MSW and bulky waste only

Annual Price $ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only including all cost for implementing the single-stream tote/cart system outlined in the proposal document.

Annual Price $ _____

Annual Price In words: _____

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Item E: Alternate Proposal #4

This alternate proposal price shall reflect the full cost to change the presently allowable unlimited number of curbside collection containers (both MSW and Recycling) to a single Town-approved tote or cart for MSW and a second cart for recyclables (Automated Cart Collection System). Any waste or recyclables placed in containers other than the totes or carts will be deemed ineligible for collection. The Town will approve the color, dimensions and any wording for the totes/carts. Each resident will be provided a tote/cart unit for refuse materials and a second cart for single-stream recyclables. The price quoted below will reflect the full cost of this program change, including without limitation the cost of collection/disposal, costs and distribution of totes/carts, public awareness announcements and advertisements costs deemed necessary to successfully convert the desired change in service.

1. Price Quote for combined collection/disposal of MSW/Recyclables with the described tote/cart system

Annual Price $ _____

Annual Price In words: _____

2. Price Quote for collection/disposal of MSW only using the described tote/cart system

Annual Price $ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only using the described tote/cart system

Annual Price $ _____

Annual Price In words: _____

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Performance Bond Quote

Annual cost of performance Bond in an amount equal to One Hundred Percent (100%) of the Contract Price for the first twelve (12) calendar months and subsequent twelve (12) month periods thereof:

Annual Price $ _____

Annual Price In words: _____

Additional Twelve Month Periods Price $_____

Additional Price in Words_____

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE:_____

TELEPHONE: _____ DATE:_____

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BLENDED VALUE - *EXAMPLE - Billerica MRF*

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

Processing Charge $83.25

Net Rebate / (Charge) $ (31.14)

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

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

April 4, 2016

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

Dear Mr. Lessard:

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

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

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

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

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

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

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

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

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

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

Sincerely,
Waste Management

Peter Lachapelle
Public Sector Representative

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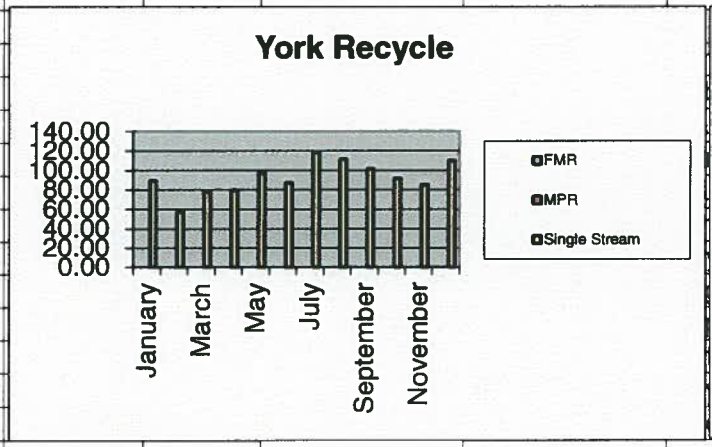
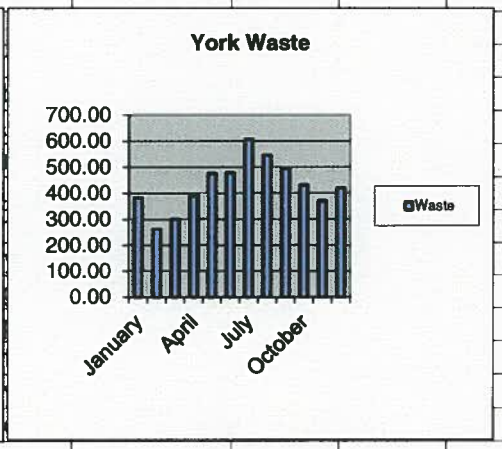
2014 Recycling and Solid Waste Totals by Month

York	CURBSIDE Comingle	Paper	Single Stream	Total Tonnage		Solid Waste
January			89.37	89.37		383.48
February			57.34	57.34		260.97
March			77.78	77.78		300.54
April			79.96	79.96		389.35
May			97.09	97.09		475.16
June			87.04	87.04		478.09
July			118.53	118.53		606.00
August			111.67	111.67		545.14
September			101.70	101.70		493.91
October			91.75	91.75		431.30
November			85.10	85.10		370.00
December			109.84	109.84		418.83
				0.00		
Totals:	0.00	0.00	1107.17	1107.17		5152.77
				0.00	ck	





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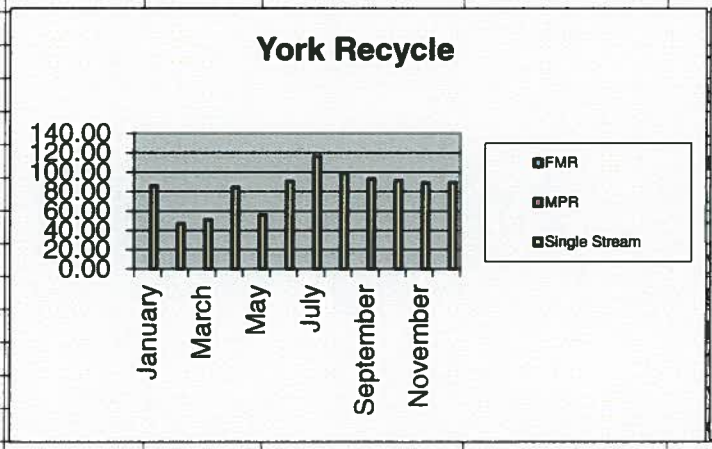
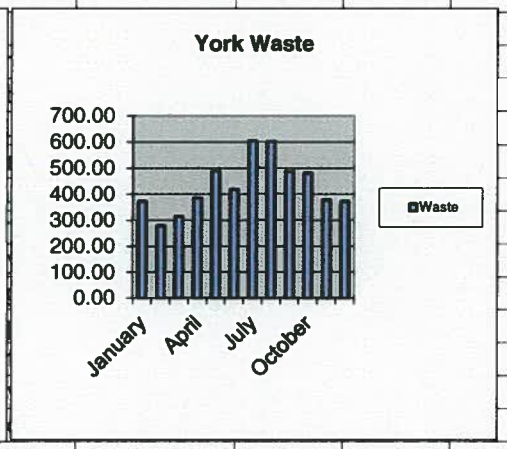
2013 Recycling and Solid Waste Totals by Month

York	CURBSIDE Comingle	Paper	Single Stream	Total Tonnage		Solid Waste
January			86.22	86.22		372.50
February			47.27	47.27		278.22
March			51.17	51.17		313.91
April			84.31	84.31		385.06
May			56.00	56.00		488.68
June			90.61	90.61		418.40
July			116.61	116.61		603.13
August			99.23	99.23		601.75
September			93.51	93.51		487.71
October			91.24	91.24		480.14
November			89.13	89.13		377.56
December			89.54	89.54		371.87
				0.00		
Totals:	0.00	0.00	994.84	994.84		5178.93
				0.00	ck	





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WASTE MANAGEMENT

WASTE MANAGEMENT
4 Liberty Lane West
Hampton, NH 03842

May 7, 2008

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

"Solid Waste and Recycling Materials Collection and Disposal Services"

Dear Dean:

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

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

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

Sincerely,
Waste Management

James Nocella
Public Sector Services Manager
New England

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

Printed on 100% post consumer recycled paper.

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

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

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

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

1. Definitions.

A. Municipal Solid Waste. All types of residential solid waste (excluding Hazardous Waste) such as garbage, rubbish, trash etc. generated by the households within the Town, including Bulky Waste, food waste (animal, vegetable or mineral matter derived from the preparation or packaging of foodstuffs), combustibles such as paper, wood etc. and non combustibles such as metal, stone dirt etc. All such municipal solid waste referred to hereinafter as "MSW".

B. Recyclable Materials (Recyclables). Newspaper combined with mixed paper, glass, metal cans (aluminum and tin), plastic materials (#1 HDPE and #2 PET plastics), magazines and empty aerosol cans, aseptic packing including milk cartons mixed in with commingled containers and other such materials as the Town may agree to in writing from time to time.

C. Recycling Collection Services. Those services to be performed by Contractor as follows: (a) the collection of Recyclable Materials from locations specifically designated by the parties; (b) processing of Recyclable Materials which include the sorting and preparation of Recyclable Materials for marketing at the processing center; and (c) marketing of the Recyclable Materials.

D. Resident. A resident of the Town, including a manager or designated party of a mutli-family residential complex of five units or greater or residents of year round and seasonal mobile homes and trailer parks as well as year-round and seasonal cottage colonies and campgrounds.

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E. Residence. A dwelling unit such as a home, mobile home, cottage, or a multifamily dwelling of four or less units, not including hotels or motels.

F. Approved Residence User. Any occupant of a single through four-family residence.

G. Processing Center. Location for the purpose of sorting and preparing Recyclable Materials (as defined herein) for sale.

H. Hazardous Materials. Wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics or other special waste as designated by law or agreed to by the parties.

I. Bulky Waste. A large item or bundle, other than commercial construction debris or hazardous material.

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

A. Contract Period: The term of this Agreement shall be for a period of eight (8) years commencing July 1, 2008 and ending June 30, 2016 or other such date as the parties may agree to in writing. The term of this Agreement may be renewed for seven (7) years by mutual agreement of the parties. Said renewal shall be exercised by written amendment signed by the parties at least two hundred and forty (240) days prior to the termination of the initial term or any renewal term.

B. Non-Assignment of Contract: The Contractor shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Public Works Director, which approval shall not be unreasonably withheld. Contractor may assign this Agreement without Town's consent to an affiliate or pursuant to a reorganization, merger or transfer of substantially all of the assets of Contractor.

C. Secured Disposal Site Contract: The Contractor shall provide evidence within thirty (30) days of the award of the Contract that demonstrates their contractual access to one or more approved disposal and/or recycling facilities to dispose of the Town's MSW/Recyclable Materials for the duration of the eight (8) year contract. Such access shall provide for disposal of MSW/Recyclable Materials in the volume identified in Appendix B, including the capacity to handle anticipated increases in volume due to annual seasonal fluctuations. The MSW/Recyclable Materials facility(ies) so designated must be licensed and/or authorized by either the State of New Hampshire or State of Maine and the municipality within which it is located. **Proof of such contractual access to an approved facility(ies), as set forth herein, shall include photocopies of existing signed contracts evincing the availability of the disposal site(s), and the Proposer's**

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

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

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

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

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

A. Invoices: Separate invoices shall be mailed monthly to the attention of the Director of Public Works, 186 York Street, York, Maine 03909 monthly for One-Twelfth (1/12th) of the annual contract price for MSW/Recyclable Materials collection and disposal contract.

B. Payment: Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.

C. Contract Amount: The annual Contract amount for services rendered hereunder is $1,073,600 for the initial year. Thereafter the annual contract price for collection and disposal of MSW/Recyclable Materials may increase on an annual basis starting July 1st of each succeeding year of the Contract, beginning July 1, 2009. The rate of annual increase will be based upon U.S. Department of Labor CPI-W, All City Average for December of the previous year. The annual contract price increase shall be adjusted for new stops added during the previous year. The number of new stops will be determined by the number of occupancy permits issued by the town. The annual Contract amount will be adjusted by the current rate per unit in the Contract,

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

D. Fuel Cost Adjustments to Contract Amount: Contractor and Town shall be entitled to an equitable adjustment to Contract Price, subject to changes in costs associated with fuel on an annual basis. The adjustment is to be based on the increase or decrease in diesel fuel cost, as measured by the U.S. Department of Energy (website- http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp) for the New England Region, as measured against the baseline cost of $3.48 per gallon (including taxes). The increase or decrease from the baseline as determined herein shall be applied to the fixed volume of fuel to be used of 2,350 gallon per month. The resulting calculation shall be added or subtracted from the monthly contract amount. Adjustment will be made annually effective July 1 and will be based upon the average cost of diesel fuel for the full calendar year prior to the adjustment (2008 for the 7/1/09 adjustment).

E. Penalty: In the event of a failure by the Contractor to complete the collection program for a particular day's route due to mechanical breakdown or other problems, the Public Works Director may employ the services of others to complete the day's route or until such a time as the problem has been resolved to said Director's satisfaction. The expense so incurred by the town to perform these services shall be deducted from the next payment to the Contractor. No penalty shall be assigned for failure to collect during inclement weather.. The definition of inclement weather and associate procedures are specified in Section 5. E. b. herein below.

F. Change in Law: The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances or regulations. If the contractor applies for an increase, the contractor must provide a 60-day written notice of that increase, to the Town. Any such increase will not take effect until the next fiscal year in order that the Town may secure all required approvals for inclusion into the municipal budget. If both parties do not agree to a negotiated amount then the issue shall be resolved through an arbitrator

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

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

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

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

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

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

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

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

D. Handling and Disposal Standards:

(a) The Contractor agrees that the packing unit of the collection body will be frequently operated to prevent rubbish and other litter from being deposited or blown from the collection hopper into the travel way.

(b) In emptying MSW and or Recyclable receptacles, the Contractor and his/her employees shall place, not drop or throw, the receptacles or their covers on the sidewalks or any other place and shall not handle the receptacles so as to damage them. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.

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(c) Litter. All MSW and Recyclable Materials hauled by the Contractor shall be so contained, tied, or enclosed so that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter and Contractor shall be responsible for any costs of cleanup, which may be incurred by the Town.

(d) Any MSW or Recyclable Materials dropped during handling shall be thoroughly cleaned up by the Contractor's employees.

(e) No MSW or Recycling collection truck, with the exception of the satellite vehicle collecting from small public and private roads, shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the MSW or Recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Public Works Director's office shall be notified immediately.

E. Collection Schedule:

(a) Time of Collection. Curbside collection of MSW/Recyclable Materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 6:00 P.M. on any scheduled collection day. The Contractor shall collect once weekly all MSW placed at the curbside or other specifically designated locations. The Contractor shall collect once every other week all Recyclable Materials placed at the curbside or other specifically designated locations.

(b) Weather Conditions. The Contractor will not collect MSW/Recyclable Materials on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled MSW/Recyclable Material collection. The Contractor will reschedule the missed collection day on the first Saturday following the canceled collection day, unless that Saturday falls on Christmas Day or Thanksgiving Day. In the event that the rescheduled collection day falls on either of these holidays, collection shall be postponed to the regularly scheduled collection day of the following week.

(c) Holidays. Collection of MSW/Recyclable Material will not occur Thanksgiving Day or Christmas Day. Regularly scheduled collection of MSW/Recyclable Material falling on either of these holidays will occur on the first Saturday following the scheduled holiday. Full service will be provided in the normal course on all other holidays

(d) Employees and Complaints. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or directly by the Contractor.

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

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

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

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

A. Equipment Inventory

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

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

(b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Contractor shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided with the Proposal.

(c) Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be supplied to the town.

B. Equipment Specifications:

(a) The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect MSW under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume.

(b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.

(c) All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service office.

(d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclable Materials during collection.

(e) All vehicles shall be inspected prior to the beginning of the Contract period by an authorized State of Maine or New Hampshire inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.

(f) All MSW and Recyclable Materials shall be collected by vehicles, shall be emptied and void of all MSW or Recyclable Materials or other material prior to the commencement of a day's collection route.

C. Equipment Failure: Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within1 hour of notification of breakdown.

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

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A. No collection is required from inside any building.

B. MSW and/or Recyclable Materials shall be placed at the curb no later 7:00am, prevailing time, on the day of collection and the Contractor shall commence collections at that time. The Contractor shall fully complete all daily route collections by 6:00 pm.

C. The Contractor shall make all collections in hydraulically operated-type trucks. The Public Works Director may waive this requirement for collections in areas served only by substandard roads. In emptying MSW and/or Recyclable containers, the Contractor and his/her employees shall place, not drop or throw the containers or bins on sidewalks, within two (2) feet of the travel way or within driveways. All receptacles shall be placed in an upright position at curbside after being emptied. No scavenging shall be performed or permitted along the streets and all refuse dropped in handling shall be picked up by the Contractors' employees.

D. The Contractor shall be responsible for any damaged trash containers if, in the opinion of the Director of Public Works, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street, with the exception of the satellite vehicle collecting from small public and private roads, in the Town or in any other place within the Town boundary without prior notice to the Director of Public Works.

E. Refusal to Pick up. If, in the opinion of the Contractor or his/her employees, the MSW and/or Recyclable Materials at any residence covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or the terms of the Contract, the waste and/or recyclable container(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Department. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.

F. The Contractor shall refuse to make pickups under the following circumstances: If a Resident or complex does not properly segregate Recyclable Materials, the Contractor will not make the pickup. At the time of refusal, the Contractor will issue a notice to the Resident or complex, which contains instructions for the proper segregation of Recyclable Materials.

G. The Contractor will provide a copy of each such notice to the Public Works Department. If a Resident receives two (2) such notices in one year, the Contractor shall report the matter to the Director of Public Works for enforcement action, and the Contractor shall continue all pickups from that Residence or complex.

H. All MSW collected pursuant to these specifications shall be collected by vehicles which shall be emptied and void of all waste prior to commencement of a collection day route. No out-of-town waste shall be mixed with the Town waste by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Workers Compensation Insurance: For the duration of the Contract, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Contract as awarded pursuant to these specifications set forth herein and as required by the laws of Maine. If work is subcontracted, the Contractor shall require the subcontractor to similarly provide Workers Compensation insurance for all of its employees engaged in performing services under the Contract, unless such employees are covered under the Contractor's Workers Compensation policy. In the event any class of employees engages in hazardous work under the Workman's Compensation statute, the Contactor shall provide adequate insurance coverage for the protection of such employees not otherwise covered. All insurance coverage shall be in accordance with the State of Maine laws as amended during the term of the Contract and the requirements of the Industrial Accident Commission.

B. Health Insurance Coverage: The Contractor shall also provide to the Town evidence of health insurance coverage provided to the Contractor's employees.

C. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

(a) Automotive Liability Insurance: The Contractor shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of Four Hundred Thousand Dollars ($400,000) for bodily injury per occurrence, and minimum liability coverage in the amount of Fifty Thousand Dollars ($50,000) per occurrence for property damage, with an aggregate limit of One Hundred Thousand Dollars ($100,000) for property damage, or in such other amounts as the Town may reasonably require from time to time.

(b) Liability Insurance: The Contractor shall purchase and maintain liability for bodily injury, including accidental death in the amount of One Million Dollars ($1,000,000) for any one person and One Million Dollars ($1,000,000) on account for one occurrence and an aggregate limit of Three Million Dollars ($3,000,000).

(c) Liability for property damage: The Contractor shall purchase and maintain liability insurance providing minimum liability coverage for property damage in the amount of One Million Dollars ($1,000,000) per occurrence and an aggregate limit of Three Million Dollars ($3,000,000).

(d) Pollution Liability Insurance: The Contractor shall purchase and maintain pollution liability insurance in the coverage amount of not less than One Million Dollars ($1,000,000).

(e) Umbrella policy: The Contractor shall purchase and maintain an umbrella policy in the amount of Five Million Dollars ($5,000,000) covering the underlying policies.

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

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

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

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

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

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

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

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Hampton, New Hampshire 03842
Attention: General Counsel

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

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

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

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

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

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

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

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

32. Termination:

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

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

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

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

a) strikes or work stoppages at the facility in excess of 10 days;

b) any destruction of or damage to or any interruptions, suspension or interference with the operation of the facility caused by;

   i. acts of god, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or

   ii. acts of the public enemy, wars, blockades, insurrections, riots, arrests, restraints of governments and people, civil disturbances or similar occurrences;

c) any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations, which prohibit the operation of the facility.

d) Suspension, termination or interruption of utilities.

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

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

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

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

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

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

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

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

By: Paul Pengeroth

Paul Pengeroth, Market Area General Manager

TOWN OF YORK, MAINE

By: Robert S. Yandow

Rob Yandow, Town Manager

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CASCADE
cart solutions
a cascade engineering company

Waste and Recycling Carts

DARK GREEN

96 Gallon*

MEDIUM BLUE

64 Gallon*

35 Gallon

32 Gallon*

- High quality injection molded plastic Cascade Carts are designed to withstand the toughest conditions in our industry. Backed with a 10 year non pro-rated warranty
- Providing residents with a large recycling bin gives them the tools to maximize recycling. Smaller Cascade Carts for trash help minimize waste disposal costs and help to encourage recycling .
- Fiberglass bars in front that are almost 4 times stronger than steel bars
- Superior customer service with calls and emails returned quickly, quotes generated promptly, and reports provided in a timely manner.

** Now available in organics compatible models*

Ask how our Pink Cart program benefits cancer research
Be the first in your area to join the Pink Cart team

For more information
please call/text Wayne LaMalva at 774-287-7114

wayne.lamalva@cascadeng.com

www.cascadecartsolutions.com

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CASCADE
cart solutions
a cascade engineering company

Additional Products

Front and Rear Load Plastic Containers

ReCollect

Communication service for waste and recycling schedules via email, text, phone or twitter. Easy to use and engages all generations.

14 & 18 gallon Curbside Bins

CartLogic

Cart Asset and Management tool that uses a hand held scanner and software to track your Cart assets

ROTARY ACTUATOR LIFTERS
and
CYLINDER STYLE LIFTERS

CAPTURIT
a cascade engineering company

Our Capturit™ Onboard System provides complete truck monitoring capabilities, allowing live vehicle tracking and office-to-truck communications. With Capturit systems, tracking trucks and collection activities can be done in real time, and the information can be used to provide updates and make adjustments to collection routes

For more information please call Wayne LaMalva at 774-287-7114

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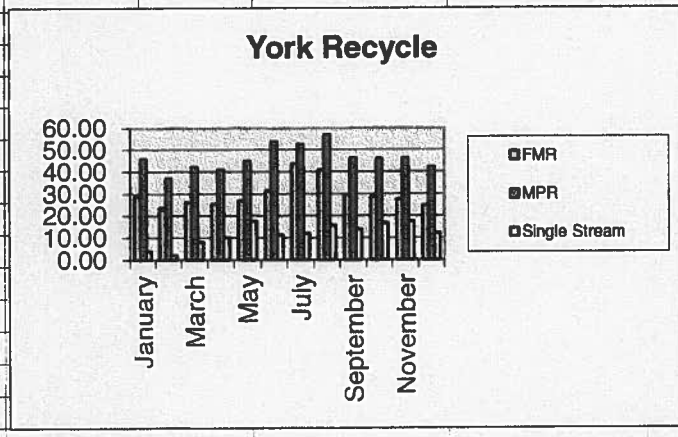
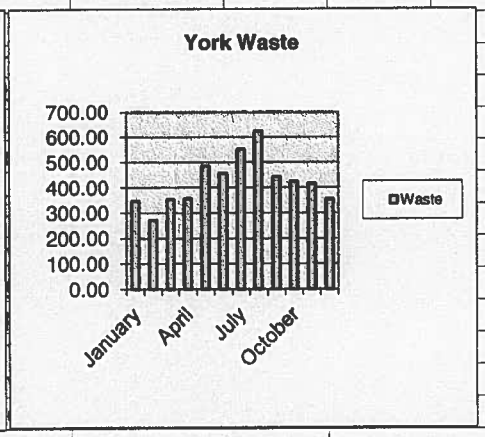
2012 Recycling and Solid Waste Totals by Month

York	CURBSIDE Comingle	Paper	Single Stream	Total Tonnage		Solid Waste
January	29.04	45.76	3.77	78.57		346.99
February	23.57	37.01	2.11	62.69		271.12
March	26.07	42.12	8.09	76.28		353.15
April	25.27	40.84	10.14	76.25		355.51
May	26.80	44.83	17.43	89.06		484.65
June	31.41	53.91	11.26	96.58		455.92
July	43.62	52.63	11.99	108.24		552.18
August	40.71	56.68	15.60	112.99		623.91
September	29.70	46.22	13.85	89.77		442.27
October	28.73	45.99	16.70	91.42		423.64
November	27.54	46.04	17.44	91.02		416.41
December	24.53	42.08	12.14	78.75		355.22
				0.00		
Totals:	356.99	554.11	140.52	1051.62		5080.97
				911.10	ck	





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WasteZero®
Save Money. Reduce Waste.

FACT SHEET

WasteZero Imprinted Trash Bags

- 20 years of waste reduction
- 850 municipalities
- 99.6% customer retention
- US-made supplies
- 44% decrease in solid waste
- 2x-3x increase in recycling
- $200M saved by WasteZero partner municipalities to date

You may already know that for more than 20 years, WasteZero® has been dedicated to partnering with municipalities just like yours to deliver the most effective waste reduction programs in the United States.

But did you know that WasteZero is also the nation's leading provider of pay-as-you-throw (PAYT) trash metering bags?

WasteZero US-Made, Fully Customized Plastic Trash Bags—Simply the Best in the Business

You have a lot of choices when it comes to choosing your town's plastic trash bags; choices ranging from size, gauge, color, capacity, closure, print, packaging—and price. And only WasteZero can provide you with the highest quality bags to meet your very specific needs.

Some of the strongest available

WasteZero bags are some of the few bags in the industry with three-ply technology. We use a state-of-the-art plastic called metallocene, adding more reinforcement, strength, and durability than most polyethylene bags out there.

Thickness to suit your specific needs

Looking for a thinner bag at less than 1.0 mil? How about an extra-thick 3.0 mil bag? No problem. WasteZero manufactures bags in a variety of gauges. This is especially important when your needs require a specific thickness; WasteZero Trash Metering™ bags have been standing up to trash bag demands for 20 years. And we always check the thickness of your bags several times during production, ensuring your and your residents' satisfaction.

Countless customizable options

We make your bags exactly the way you want them. Need your municipal name, official seal, or directions for use printed on your bags? Custom printing is standard. You have your choice of bag colors, sizes, and thicknesses, as well as imprinting styles and colors. Prefer drawstring over twist tie bags? We offer both. You even have options right down to the way your bags are packaged, including small quantity packs like 5 bags per pack. And we manufacture all our bags with recycled content (unless you don't prefer it)—and even offer you biodegradable options as well. Our flexibility in manufacturing puts us ahead of the curve when it comes to precision customization and one-of-a-kind customer service.

US-made bags, local service

There are a lot of advantages to knowing who makes your trash bags and to working with them directly. Unlike many third-party vendors, we know, measure, and record everything about our products, from the contents of each bag to the weight and barcode of every case that leaves our US-based state-of-the-art manufacturing plant.

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Being your vendor is an important job, and we take it seriously. Because we make all our bags in our facility right here in the US, we control the manufacturing process from start to finish. That means whenever you have a question or a concern, you pick up the phone and speak directly to us, bypassing the challenges and time commitments often inherent with third party or overseas vendors.

Comprehensive WasteZero Trash Metering™ Programs

A full WasteZero Trash Metering program incorporates not only the highest quality US-made supplies, but also all of the services to ensure the program is successful. Only WasteZero can provide you with impact and benefits analyses, dedicated resources, resident education and outreach programs, retail distribution, and program accounting and reporting.

WasteZero Retail Store Distribution™

That's right. We deliver. We understand that the logistics of launching a PAYT or trash metering program can be time consuming and expensive. That's why we don't stop at manufacturing—our Retail Store Distribution program is in place to free you from all the distribution, warehousing, inventorying, and accounting responsibilities that go in to a successful program.

Capacity—It's in the Bag

WasteZero manufactures both twist-tie and drawstring trash bags in just about any size and color combination imaginable. But we recognize that by far, customers prefer drawstring bags. In fact, nearly 70% of all the trash bags sold in retail markets are drawstrings.

The drawstring bag—more capacity, less plastic, self-contained

When considering the most effective bags for your program, capacity is an important factor. And no bag style is more effective than a drawstring. It holds more trash while using less plastic.

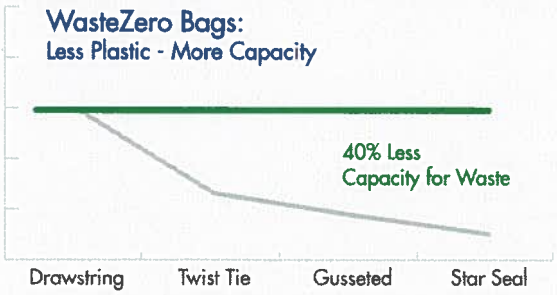
It's simple: not every bag with the same dimensions holds the same amount of trash.

To learn more about our trash bags, our program services, or to place an order, visit us at www.wastezero.com or call us at 800-866-3954.

"You want to know that you've got someone who knows what they're doing. Your bags are important to them. It's not like you're making 30 million bags and you're just going to run these quarter of a million bags for this community for some reason. It's nice that they know what's behind it."

Bob Fiore
Department of Public Works
Worcester, MA

"WasteZero Product Helps Cities Boost Recycling, Limit Dumping"
The SunNews, July 13, 2009



24"x28" Bag Comparison

A 24"x28" WasteZero drawstring bag has a true 15-gallon capacity

Flat twist tie	11 gallons
Gusseted	10 gallons
Star seal	9 gallons

About WasteZero

WasteZero is the nation's leading provider of proven and practical waste reduction programs. We partner with municipalities throughout the US to develop innovative programs and services that reduce the amount of waste deposited into landfills and burned in incinerators, increase recycling, and generate savings and revenue. With more than 850 municipal partners—more than any other company in the US—WasteZero provides best-in-class services that include WasteZero Trash Metering™ programs and Pay-As-You-Throw conversion programs proven to reduce solid waste 44% annually on average.

WasteZero manufactures 99% of the supplies that support our programs, including customized plastic trash bags made in the US with the industry's state-of-the-art technology. Our Retail Store Distribution Program™ offers trash bag warehousing, inventory management, accounting and reporting, and more. WasteZero has offices in Cambridge, MA, Raleigh, NC, Murrells Inlet, SC and Chicago, IL. For more information, please visit www.wastezero.com or call 800-866-3954.

Find out more at **www.wastezero.com**

WasteZero®
www.wastezero.com

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BLENDED VALUE - *EXAMPLE - Billerica MRF*

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

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

Processing Charge $83.25

Net Rebate / (Charge) $ (31.14)

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Town of York, ME

	Current		Proposed Next Year		Beach Service
MSW / Recycling	$1,260,249.12		$1,305,804.00		$121,614.00
Fuel	$15,009.48				
Processing Recycling			$33,672.00		
	$1,275,258.60		$1,339,476.00		$121,614.00

Notes:

* Effective 7/1/16 fuel surcharge goes away and reset baseline with today's fuel price no ajdustment until 7/1/17
* Establish a Blended Value formula to determine net rebate / charge for recyclables
* 3% fixed increase for remainder of term - first increase 7/1/17
* Work with Town to explore alternate service methods PAYT or Automated

Notes Beach:

* 12 Weeks (summer) 22 stops / 40 carts twice a day/seven days a week
* 6 Weeks (Labor - Columbus Day) 22 stops / 40 carts once per day / seven days a week
* 28 Weeks (Winter) 5 stops / 10 carts / two days per week
* 6 Weeks (May 1 - Mid June) 22 stops / 40 carts once per day / seven days a week
* Town saves approximately $18K on current spend on bags and front load service staff can be re-deployed to focus on other tasks
* Fuel surcharge set with today's fuel price no adjustment until 7/1/17
* 3% fixed increase for remainder of term - first increase 7/1/17

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: 4/8/16	■ ACTION
DATE ACTION REQUESTED: 4/11/16	☐ DISCUSSION ONLY
SUBJECT: Property Acquisition and Disposition Policy	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Amending the current policy to include acquisition of tax acquired property as well as disposition of surplus property. Amendments to include stricter guidelines, specific timelines, and clarification of procedures.

RECOMMENDATION: To get a legal review before adopting the proposed amended policy.

PROPOSED MOTION: To get a legal review before adopting the proposed amended policy.

FISCAL IMPACT: $0
DEPARTMENT LINE ITEM ACCOUNT:
BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Rick Mace

REVIEWED BY: _____

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Property Acquisition and Disposition Policy

DRAFT: April 8, 2016

I. PURPOSE OF POLICY

The policy establishes a process for the Town and Board of Selectmen to use when acquiring or disposing of tax-acquired and surplus properties.

II. TAX-ACQUIRED PROPERTIES

A. DEFINITION:

Tax-acquired Property is defined as any property that has come into the possession of the Town of York as a result of tax lien foreclosure in 2009 or later.

B. ACQUISITION

1. The Town Treasurer shall annually prepare a warrant article for adoption at the Budget Referendum that allows the Board of Selectmen the authority to waive foreclosure on any potential tax-acquired properties. Following is recommended language for the warrant article:

   The Town Treasurer has the authority to waive foreclosure of any tax lien during the _____ calendar year, said waiver requiring approval of the Board of Selectmen. The Board of Selectmen shall grant said approval only in circumstances where foreclosures would prove injurious to the Town of York, such as, but not limited to, the presence of hazardous waste upon the property, environmental impacts or the presence on the property of one or dangerous buildings for which the cost of removal or repair would exceed the value of the property.

2. The Town Treasurer shall annually prepare a notice identifying all property to be acquired by automatic tax lien foreclosure and shall provide the Board of Selectmen, Town Manager, Tax Assessor, Town Clerk/Tax Collector, and Code Enforcement Officer a copy of this notice. This notice shall be provided within 145 days of the date of foreclosure.

3. The Tax Assessor shall provide the following information for all tax-acquired property to the Code Enforcement Officer within 2 weeks of receiving the notice prepared by the Town Treasurer: map and lot number of the parcel, a map identifying location of the parcel, and a photocopy of the tax card of record.

4. The Code Enforcement Officer shall conduct an onsite inspection of each potential tax-acquired property to look for possible hazardous wastes, environmental impacts, dangerous buildings or other concerns relating to the property. They will also review any associated files associated with the parcel (building files, business licensing files,

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Board of Appeals files, Planning Board files, etc.) to identify other possible concerns such as but not limited to violations, unpaid impact fees, etc.. The Code Enforcement Officer analysis and recommendation shall be completed within 1 month of the receipt of information supplied by the Tax Assessor and shall be submitted to the Town Manager and Town Treasurer.

5. The Town Treasurer shall submit to the Board of Selectmen within two weeks of receipt of the Code Enforcement Officer's report, those properties identified for foreclosure waiver.

6. The Board of Selectmen may act to waive foreclosure at any time prior to foreclosure date.

C. DISPOSITION

1. The Town Treasurer shall annually prepare a warrant article for adoption at the Budget Referendum that allows the Board of Selectmen the authority to dispose of any tax-acquired properties. Following is recommended language for the warrant articles:

   To see if the Town will vote to authorize the Board of Selectmen to make one of the following decisions for each tax-acquired property:

   a) *To dispose of the property by allowing the immediate former owner or their immediate heirs, one generation, to redeem title to the property from the Town. Redemption of the property shall require payment of all taxes due plus interest and lien costs to date of redemption; payment of all other costs; and an amount determined by the Board of Selectmen of up to 10 percent of the then current assessed valuation as set by the Tax Assessor; and satisfaction of all other conditions established by the Board of Selectmen. The redemption period will expire one (1) year from date of foreclosure.*

   b) *To dispose of the property by either a public sale, sealed bid, or live auction.*

   c) *To dispose of the property by conducting a limited public sale among the parties who own property which directly abut this property.*

   d) *To dispose of the property by way of donation or discounted sale to another Government Agency or Non-Profit Organization.*

   e) *To retain the property for municipal use.*

2. The Planning Director shall conduct an analysis of all tax-acquired property and identify potential and preferred uses of each parcel. The analysis shall consider potential short and long term public uses of the property and will result in a

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recommendation to the Town Manager regarding the retention or disposition of the property. The Planning Director shall consult with appropriate Town Departments, Boards/Commissions, and the Town's Comprehensive Plan in conducting this analysis. The Planning Director's analysis and recommendation shall be completed within 3 months of the receipt of information supplied by the Tax Assessor.

3. The Town Manager shall review the analysis and recommendation prepared by the Planning Director and shall recommend a specific action for each property to the Board of Selectmen. The Manager may recommend retaining ownership, disposing of ownership consistent with the options identified in the warrant article, or seeking new authorization for the Legislative Body.

4. Upon receipt of a recommendation from the Town Manager, the Board of Selectmen shall, acting at a regular meeting, decide how to address the disposition of each tax-acquired property, following the procedures of Article IV, Disposition Options.

III. SURPLUS PROPERTY

A. DEFINITION: Surplus Property is defined as any property that has come into the possession of the Town of York by way of purchase, donation, or tax lien foreclosure (prior to 2009 and going forward, 7 years after foreclosure).

B. DISPOSITION

1. The Town Manager and Board of Selectmen may periodically prepare a warrant article for adoption at a General Referendum that authorizes the Board of Selectmen to dispose of any surplus property. Following is recommended language for the warrant article:

   To see if the Town will vote to authorize the Board of Selectmen to make one of the following decisions for each surplus property:

   a) To dispose of the property by either a public sale, sealed bid, or live auction.

   b) To dispose of the property by conducting a limited public sale among the parties who own property which directly abut this property.

   c) To dispose of the property by way of donation or discounted sale to another Government Agency or Non-Profit Organization.

   d) To retain the property for municipal use.

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2. When requested by the Town Manager, the Planning Director shall conduct an analysis of all surplus property and identify potential and preferred uses of each parcel. The analysis shall consider potential short and long term public uses of the property and will result in a recommendation to the Town Manager regarding the retention or disposition of the property. The Planning Director shall consult with appropriate Town Departments, Boards/Commissions, and the Town's Comprehensive Plan in conducting this analysis.

3. The Town Manager shall review the analysis and recommendation prepared by the Planning Director and shall recommend a specific action for each property to the Board of Selectmen. The Manager may recommend retaining ownership, disposing of ownership consistent with the options identified in the warrant article, or seeking new authorization for the Legislative Body.

4. Upon receipt of a recommendation from the Town Manager, the Board of Selectmen shall, acting at a regular meeting, decide how to address the disposition of each surplus property, following the procedures of Article IV, Disposition Options.

IV. DISPOSITION OPTIONS

A. REDEMPTION

This option shall generally be the primary choice of disposition of any tax-acquired property as defined herein.

1. The former owner shall pay all taxes, interest due, lien costs, and filing costs, on said taxes to the date of redemption, for all years which taxes are outstanding;

2. The former owner shall pay all other costs due.

3. The former owner may be required to pay an administrative fee based on the Town's direct and indirect costs for redeeming the property. These costs may include, but are not limited to, staff time spent researching the property and developing conditions, if any, mailing expenses and third party expenses.

4. The Board of Selectmen may assess an amount up to ten (10) percent of the then current assessed valuation as set by the Tax Assessor.

5. The former owner shall satisfy all other conditions established by the Board of Selectmen. By way of example only, these conditions may be the need to eliminate a non-conforming use, to connect a property to public services, or to eliminate a hazardous condition.

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6. The former owner shall comply with terms of the redemption established by the Board of Selectmen within 60 days of the Board of Selectmen action to allow the redemption, unless other conditions are stipulated by the Board of Selectmen.

7. The Board of Selectmen shall issue a quit claim deed to convey title to tax-acquired property which a former owner redeems. The property is sold as is, where is, with no warranties or guaranties. If the property is occupied or encumbered it will be the responsibility of the grantee to evict or vacate.

B. PUBLIC SALE, SEALED BID, OR LIVE AUCTION

Sale of a surplus or tax-acquired property by public sale, sealed bid, or live auction is the default option, other than redemption of tax-acquired properties, unless the Board finds sufficient reason for an alternative means of disposition.

1. The Board of Selectmen may choose a real estate firm to list the property on the open market. Asking price will be determined by the real estate firm chosen to handle the sale, upon approval of the Board of Selectmen.

2. Public notice of the bid procedure or rules of the live auction shall be provided as follows: post notice in Town Hall a minimum of 14 days prior to the sale; publish notice in at least 2 newspapers of local circulation a minimum of 14 days prior to the sale; and sending notice by certified registered return receipt letter to the former owner(s) and mortgage holder(s) a minimum of 45 days prior to the sale. The notice shall describe the time, date and place of the public sale, and all bid terms.

3. The Board of Selectmen shall open and act upon all bids received. The Board of Selectmen shall ensure the bidder has the ability to satisfy all bid conditions within 60 calendar days. The Board of Selectmen shall reserve the right to accept or reject any and all bids submitted and to act in the best interests of the Town.

4. The Board of Selectmen shall issue a quit claim deed to convey title to any property which is disposed of by public auction. The property is sold as is, where is, with no warranties or guaranties. If the property is occupied or encumbered it will be the responsibility of the grantee to evict or vacate.

C. LIMITED PUBLIC SALE

This limited method of sale is primarily used to address public concerns, which may be harmed if the property were made available for sale to all members of the public. By way of example only, harm to public concerns could include: a lot which does not conform to present minimum lot size standards, where this situation could be addressed by requiring merger with an abutting property; the abutting lots are non-conforming in size and the addition of this land could make one or more abutting lots conforming; or the soils on the lot are too poor for on-site septic disposal. The Board of Selectmen shall ensure fairness

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in considering the bids of all abutters and that all sales demonstrably satisfy the public good.

1. The Board of Selectmen shall establish terms for the sale of the parcel which address the public concerns identified in the Planning Office analysis and recognized by the Board of Selectmen. The Board of Selectmen shall state these terms, which may include terms other than price, in a request for bid proposal.

2. The request for proposal for the limited sale to abutters shall be provided by certified registered return receipt letter a minimum of 45 days prior to the sale to all parties who directly abut the parcel. The request for proposal shall describe the time, date and place of sale and the bid terms. The bid terms shall specifically identify the criteria the Board of Selectmen shall use to award a bid. The request for proposal shall request all bidders to describe why they believe their proposal should be considered, particularly for bidders who may not satisfy all preferred terms identified in the request for proposal.

3. The Board of Selectmen shall open and act upon all bids received in response to the request for proposals. The Board of Selectmen shall ensure the successful bidder has the ability to satisfy all bid conditions within 60 calendar days. The Board of Selectmen shall reserve the right to accept or reject any and all bids submitted and to act in the best interests of the Town. The Board of Selectmen specifically have the authority to award the bid to the abutter who they determine best meets terms they have identified and to choose among competing bids from abutters. Notwithstanding bid award criteria identified in the request for proposal, nothing in this policy shall be construed to preclude the Board of Selectmen from awarding the bid based on special circumstances described in a respondent's bid proposal. The Board of Selectmen may alternately accept bids from more than one abutter and permit each abutter to purchase only a portion of the property provided this property is merged with the bidder's property.

4. The Board of Selectmen shall issue a quit claim deed to convey title to any property which is disposed of by the method of limited public sale to abutters. The property is sold as is, where is, with no warranties or guaranties. If the property is occupied or encumbered it will be the responsibility of the grantee to evict or vacate.

D. DONATION OR DISCOUNTED SALE

The Board of Selectmen may choose to donate or sell at a discounted value a property to another government entity or non-profit organization when such action is consistent with the Town's Comprehensive Plan, or is otherwise found to be in the best interests of the Town.

NOTE: This Policy replaces an earlier policy, initially adopted by the Board of Selectmen on June 18, 1990, and amended on 9/10/1990, 7/27/1993, 11/2/1993, 2/22/1994, and 5/14/1996.

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: **January 20, 2016**	☐ **ACTION**
DATE ACTION REQUESTED: **January 25, 2016**	☐ DISCUSSION ONLY

SUBJECT: **Creation of a committee charged with conducting a Multi-generational Community Center Needs Assessment.**

BACKGROUND: **The construction of the new Police Station on Hannaford Drive will leave the Senior Center as the only occupant of the Police Department's Main Street facility. Having oversight responsibilities for the Senior Center, the Parks and Recreation Department is concerned about Senior programming and about the future of the Senior Center. For some time, the Parks and Recreation Board (PRB) has been interested in the idea of a municipally owned and operated Multi-generational Community Center in York – of which a Senior Center would be a part. The Community Center idea got an endorsement at the November 14 York Community Dialogue where it was rated a priority. The concept also was the focus of a brainstorming exercise on the part of the PRB. A report of that event was sent to the BOS on December 10, 2015. The PRB feels strongly that the time is right to begin to work toward the creation of such a facility in York.**

RECOMMENDATION: **The Parks and Recreation Board recommends that the Board of Selectmen create a nine person committee representing a variety of stakeholder groups in Town and charged with assessing the Town's need for a multi-generational community center. The purpose of the committee will be to determine the proper scope of such a facility and to assess the level of interest residents have in it.**

PROPOSED MOTION: **Move to approve the appointment of a representative nine-member Community Center Committee charged with conducting a Multi-generational Community Center Needs Assessment.**

FISCAL IMPACT: **None**

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: ***The Parks and Recreation Board***

REVIEWED BY: ***Mike Sullivan***

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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

TO: Robert Palmer, York Board of Selectmen

FROM: Ron McAllister, Chair of the Parks and Recreation Board

VIA: Steve Burns, Town Manager

DATE: 14 December 2015

RE: A Multi-generational Community Center

It was with great interest that members of the Parks and Recreation Board heard comments during the most recent meeting of the Board of Selectmen (December 7) about a multi-generational community center in York. A community center has been on the PRB's radar screen for several years. The fact that such a facility was also mentioned independently by people attending the York Community Dialogue meeting (November 14) suggests a growing interest in this type of facility.

A week before the YCD event (November 7), the PRB held a preliminary brainstorming session to talk about what a community center for York might look like. The notes from that brainstorming meeting are attached here. At the most recent meeting of the PRB (December 10) we continued our community center discussion and resolved to begin developing a needs assessment strategy. We will be taking up that topic at our January meeting.

My main purpose in writing is to ensure that the Board of Selectmen is aware of the PRB's keen interest in this subject. We would be happy to meet with the Board at your convenience in hopes of receiving whatever encouragement, support and guidance you may have to offer. We welcome any input members of the Board may have about whether and how we should proceed at this very early stage of our research into a multi-generational community center for York.

Thank you.

cc: PRB members
attachment

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A Multi-generational Community Center for York

Introduction

From time to time, the Parks and Recreation Board (PRB) has discussed the idea of adding a community center to the mix of facilities available to York residents and visitors. We observed with great interest, the efforts of the Greater York Recreation Complex group that had hoped to build a complex in the York region. We reviewed the GYRC's feasibility study. We met with the Senior Center Advisory Board about the needs of the membership of the Senior Center. We conducted a site visit of the Kittery Community Center to get a sense of the range of services and facilities available there. These efforts along with our own investigations of other programs beyond the Seacoast have led us to believe that a new Multi-generational Community Center would make a real difference in the quality of life in York. We would like to pursue the possibility.

Purpose

A recent PRB brainstorming session has identified a series of needs which a new community center might address. Central to all of them is the basic purpose served by any successful community center. We have come to think of a community center as ***a community building that exists to build community***. What we are seeking to promote is a philosophy of community building based on routine and frequent opportunities for face-to-face interaction.

We asked ourselves this question: where do people in York most easily meet and interact with friends and neighbors? In some cases, the age group involved helps determine the answer to this question. Parents of school age children meet their peers at the Town's various school-based programs. Other residents run into one another at Town Hall when they come in to conduct business. A segment of residents meet their peers at the York Public Library's various cultural and informational events. Some meet at Ellis Park concerts or at the beaches, fitness centers and yoga studios. Seniors can meet at the Senior Center or on the Center's trips. Some people meet their neighbors at one of the Town's churches. Many people meet one another by accident at Hannaford's and at the Chamber of Commerce's seasonal farmers' markets.

Reflecting on this list made two facts clear: 1) there is no single center where all people in York can come together and 2) there are probably many people in York who don't connect with anyone or with very few people outside their household. This helped us to think about the idea of a community center not just as a place where people do things but also as a place where they can interaction and build the local community. A successful community center would i prove the quality of life in York.

Needs

What might such a proposed community center involve? We came up with a list of everything we could think of that might enhance opportunities for York's residents and its seasonal visitors to meet one another. We did our best to make the list encyclopedic without regard to financial or any other constraints.

The ideas we came up with include: a room for large community gatherings (e.g., town referenda and voting); a small performance space for films, living room concerts and

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other cultural events not suited either to the library, the new auditorium or other existing venues; small rooms for playing board games and nooks for private conversations; a gymnasium for team sports ranging from basketball to pickle ball; an indoor walking track; a dance and/or yoga studio; a swimming pool; lounges for sitting, reading and visiting; a bowling alley; bocce, shuffleboard and paddleball courts; a place for youth to skateboard and for everyone to ice skate; an outdoor pavilion; a location connected to the Internet via high-tech, public access Wi-Fi; trails and connecting paths for cycling, walking and running; a transportation hub with some form of public transit; a drop in day care center; a cafe of some sort.

A blue-sky, comprehensive list such as this one contains more than a town the size of York could ever afford. We recognize that but the extent of this list (and the possibility of other items missing fro it) suggest the importance of talking with people from across town to see what the Townspeople want, need, and are willing to support.

Stakeholders

Our deliberations led us next to consider who the principal stakeholders might be for such a project. The list of potential interested parties is as long as the list of potential activities that could be included: the Senior Center, the hospital (especially in light of YH's recent interest in a new Center on Aging), the American Legion and VFW, each of the Town's schools and the leadership of the School Department, the Adult and Community Education office, the York Public Library, the York Readers Theater, the Town's Bike and Trails Committee, the Chamber of Commerce, the Parks and Recreation Department, and groups otherwise unaffiliated. We are sure there are others as well but we did not identify them.

We thought the same question should be posed to each of these groups: **what would make life better for you in York?** This sort of question lends itself nicely to a series of small group discussion as would a more general discussion of the idea of a community center. It would be essential to survey as wide an array of the town as possible — cutting across all demographic, geographic and economic segments.

The November 14 York Community Dialogue might offer a preliminary look at how a program of small group discussions might foster a better understanding of what the community wants and needs in terms of community building. We also thought that distributing surveys in local shops, doctors' offices, etc. would help tap a wider array of opinion. Preliminary work to assess the interests of the community would help pave the way for a more formal feasibility study.

Feasibility

The feasibility of this project will depend on widespread support. It also will depend on identifying a suitable site. A few tracts of land would have to be considered. In particular, Town-owned land behind Coventry Hall and the plot between Ridge Road and U.S. Route 1 have much to recommend them. Each of these properties is sufficiently large and convenient to other facilities to recommend them. As well, there

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are other privately held properties such as land belonging to the Methodist Church and the former Lobster Barn that might be reasonable sites.

Feasibility, of course, has to involve more than available land. It also must consider the cost of acquisition and site preparation; construction; operations, maintenance and sustainability. Whatever might be built in the years ahead would have to be something the majority of residents want and are willing to pay for. Thus, a formal feasibility study would have to be commissioned before any proposal offered to voters.

Conclusion

The discussions held to date within the Parks and Recreation Board are very preliminary. Many others must be brought into the conversation. Whatever might ultimately be proposed would have to fit well with local interests, local finances and local culture. e know that York is unlikely to accept or approve anything that is too grandiose. Thus, the list of features and programs that might be included in a Multi-generational Community Center would have to be fine tuned. Everything listed in the Needs statement above could not be included. That fact shows how essential it would be to hold a campaign of small group discussions to sharpen and narrow the options; to identify essential elements. The next step for us would be to begin to work on a formal needs assessment. The Parks and Recreation Board would be happy to participate in such an effort. We feel strongly that the time is right to work toward a Muti-generational Community Center in York — a community building that would build community.

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 7, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Wheeler Wildlife Refuge	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: A Special Revenue Fund was established to provide for wildlife habitat restoration in the Wheeler Wildlife Refuge. This is Town-owned land and intertidal land located between Harris Island Road and Route 103 (street address: 9 Harris Island Road). A map of this area is attached. Use of the funds is limited to habitat management on this particular property.

Some years ago, Swamp Inc. completed habitat restoration work, re-establishing certain types of intertidal pools and making other related changes. That work was never evaluated with respect to its effectiveness. Staff at the Wells Reserve have proposed to complete a study to do just this. Because use of these funds is so limited and because this work is consistent with the fund intentions, award of this work to the Wells Reserve makes sense.

Spending of this account down to a zero balance is also consistent with the goals of the Chair of the Budget Committee, which is to utilize such funds for their intended purposes and to get them off the Town's books. There is no point in having such funds sitting unused.

RECOMMENDATION: I recommend the Board use the remaining funds in Special Revenue Account #465, Wheeler Marsh Restoration, in the amount of $12,976, to have the Wells Reserve evaluate the effectiveness of the habitat restoration work at the Wheeler Wildlife Refuge.

PROPOSED MOTION: I move to use all remaining funds in Special Revenue Account #465, Wheeler March Restoration, to hire the Wells National Estuarine Research Reserve for post-restoration studies and assessments of the Wheeler Refuge, to include a public education component to engage the York Schools in understanding the ecology of the Wheeler Refuge.

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FISCAL IMPACT: **cost is $12,976**
DEPARTMENT LINE ITEM ACCOUNT: **Special Revenue Account #465**
BALANCE IN LINE ITEM IF APPROVED: **$0**

Prepared by Stephen H. Burns, Town Manager: _____

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Quick Map

Legend

- Parcels
- Image
  - Red: Red
  - Green: Green
  - Blue: Blue

Wheeler Refuge

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 7, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Approve School Budget Open Town Meeting Warrant	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

RECOMMENDATION:

PROPOSED MOTION: I move to approve the warrant to call the Town of York School Budget Town Meeting on May 10, 2016 at the York High School Robert E. Butler Gymnasium at 6:30PM for the purpose of determining the article set forth in the warrant.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: _____ REVIEWED BY: _____

Melissa M. Avery, Assistant to the Town Manager

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WARRANT TO CALL TOWN OF YORK
SCHOOL BUDGET TOWN MEETING
(20-A M.R.S.A. § 2307 and § 1485)

TO: Mary-Anne Szeniawski, Town Clerk of York, State of Maine.

In the name of the State of Maine, you are hereby required to notify the voters of the Town of York, that a School Budget Town Meeting will be held at the York High School Gymnasium, York, Maine at 6:30 p.m. on May 10, 2016 for the purpose of determining the articles set forth below.

ARTICLE 1A: To elect a moderator to preside at the meeting.

ARTICLES 1 THROUGH 11 AUTHORIZE EXPENDITURES IN COST CENTER CATEGORIES

ARTICLE 1: To see what sum the Town will be authorized to expend for Regular Instruction.
School Committee Recommends $13,252,735

ARTICLE 2: To see what sum the Town will be authorized to expend for Special Education.
School Committee Recommends $4,367,613

ARTICLE 3: To see what sum the Town will be authorized to expend for Career and Technical Education.
School Committee Recommends $37,731

ARTICLE 4: To see what sum the Town will be authorized to expend for Other Instruction.
School Committee Recommends $1,276,816

ARTICLE 5: To see what sum the Town will be authorized to expend for Student and Staff Support.
School Committee Recommends $2,742,634

ARTICLE 6: To see what sum the Town will be authorized to expend for System Administration.
School Committee Recommends $926,331

ARTICLE 7: To see what sum the Town will be authorized to expend for School Administration.
School Committee Recommends $1,438,710

ARTICLE 8: To see what sum the Town will be authorized to expend for Transportation and Buses.
School Committee Recommends $1,029,204

ARTICLE 9: To see what sum the Town will be authorized to expend for Facilities Maintenance.
School Committee Recommends $3,317,680

ARTICLE 10: To see what sum the Town will be authorized to expend for Debt Service and Other Commitments.
School Committee Recommends $2,117,976

ARTICLE 11: To see what sum the Town will be authorized to expend for All Other Expenditures.
School Committee Recommends $252,869

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ARTICLES 12 THROUGH 14 RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

ARTICLE 12: To see what sum the Town will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act **(Recommend $19, 532,328)** and to see what sum the Town will raise as the Town's contribution (**Recommend $18, 332,315**) to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

Explanation: The Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars. **Approval of this Article will allow York to receive the State of Maine's subsidy for education, which this year is estimated at $1, 200,013.** Consequently, York must raise **$18, 332,315** in order to receive the **$1,200,013** subsidy which will be used to reduce the amount to be raised from taxes.

School Committee Recommends **$18,332,315**

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ARTICLE 13: To see what sum the Town will raise and appropriate for the **annual payments on debt service** previously approved by the Town voters for non-state-funded school construction projects, non-state-funded portions of school construction projects and minor capital projects in addition to the funds appropriated as the local share of the Town's contribution to the total cost of funding public education from kindergarten to grade 12.

Explanation: This debt service total includes the General Obligation Bonds for York High School authorized by the Voters on May 23, 1998, the General Obligation Bonds for the York Middle School Project authorized by the Voters on May 22, 1999, the General Obligation Bonds for the York High School Music and Instructional Space authorized by the Voters on May 17, 2008, the General Obligation Bonds for the York High School boiler, the Coastal Ridge Elementary School sewer, the York High School bleachers and the School-wide Wide Area Network (WAN) authorized by the Voters May 22, 2010, the General Obligation Bonds for the York High School Renovations, Coastal Ridge Elementary School exterior, York High School Tennis Courts repairs, and paving for multiple school locations authorized by the Voters May 19, 2012, the General Obligation Bonds for the York High School paving project, the Village Elementary School roof project, the Coastal Ridge Elementary School roof project and upgrades to York Schools' Athletic Fields approved by the Voters May 18, 2013, the General Obligation Bonds for the Community Auditorium Design, Village Elementary School paving project, Village Elementary School water main replacement and Village Elementary and York High School roof projects approved by the voters May 17, 2014, the General Obligation Bonds for the design, engineering, consulting, construction and equipment of a York Community Auditorium at York High School, security upgrades for all schools in the York School Department and upgrades to the wireless and connected networks in all York School Department buildings approved by the voters May 16, 2015, and the 15-year amortization of the York Sewer District's sewer assessment for Coastal Ridge Elementary School approved by the Voters May 21, 2005.

School Committee Recommends **$2, 117,976**

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ARTICLE 14 (*WRITTEN BALLOT REQUIRED***):** To see what sum the Town will raise and appropriate in additional local funds (**Recommend $8, 529,037**) which exceeds the State's Essential Programs and Services allocation model by (**Recommend $8,099,705**) as required to fund the budget recommended by the school committee.

Explanation: This additional local appropriation is necessary because the Essential Programs and Services model, as described in Article Twelve and established by the State of Maine, does not adequately represent the full cost of kindergarten to grade 12 education. This Article asks the Voters of York to raise the amount of **$8, 529,037** as the maximum amount of this additional local appropriation. **Should the Voters of York at the School Budget Meeting amend any specific School Warrant Articles One through Eleven, then this amount would be changed by the amount of the amended article.**

School Committee Recommends **$8, 529,037**

ARTICLE 15 SUMMARIZES THE PROPOSED SCHOOL BUDGET

ARTICLE 15: To see what sum the Town will authorize the school committee to expend for the fiscal year beginning July 1, 2016 and ending June 30, 2017 from the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

School Committee Recommends **$30,760,300**

ARTICLES 16 AND 17 AUTHORIZE EXPENDITURES OF GRANTS AND OTHER RECEIPTS AND OTHER NON-PROPERTY TAX REVENUES

ARTICLE 16: To see what sum the Town will authorize the School Committee to **accept and expend** the categories of funds and the estimated amounts listed below in FY 2017, as provided by the Maine State Legislature and other governmental bodies.

State Education Subsidy	$1,200,013
No Child Left Behind Federal Funds (Title IA and IIA)	$125,521
Local Entitlement – Special Education	$449,088
Adult Education Subsidy	$54,423
Other State & Federal Subsidies and/or Grants	

School Committee Recommends **$1, 829,045**

ack to Agenda

ARTICLE 17: To see what sum the Town will authorize the School Committee to expend in FY 2017, for the support of the School Department, an amount not to exceed the sum total of the amounts approved in Articles Twelve, Thirteen, Fourteen and Sixteen, plus any other unfunded debt service obligations. Additional authority to spend over this sum total is provided for any private, federal, or state grant received in this category.

Statement Of Fact: This Article raises no additional tax monies. The article asks the Voters to **accept non-property tax revenues** in the amount of **$580,959** to partially offset the expenses of the fiscal year 2017 school budget.

High School/ Middle School Fees	$70,000
Fund Balance	$200,000
QSCB 1: Debt Service Rebate	$51,523
QSCB 2: Debt Service Rebate	$70,836
Impact Fees	$140,000
Tuition Revenue	$0
Miscellaneous Income	$5,000
Rental Income	$18,600
State Agency Funds	$25,000
Clark Emerson Trust	$0
Total Non-Tax Revenues:	**$580,959**

School Committee Recommends **$580,959**

ARTICLE 18 AUTHORIZES THE ADULT EDUCATION PROGRAM AND RAISES THE LOCAL SHARE

ARTICLE 18: Shall the Town vote to raise and appropriate **$198,190** for **Adult Education** and raise **$100,690** as the local share; with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program?

School Committee Recommends **$202,713**

Given under our hand this day, _____, 2016 at York, Maine.

_____ _____

_____ _____

_____

A majority of the Board of Selectmen of York, Maine

A true copy of the Warrant, attest: _____

Mary-Anne Szeniawski, Town Clerk
York, Maine

ack to Agenda

RETURN

York County, ss. State of Maine

TO: The municipal officers of the Town of York, April _____, 2016

I certify that I have notified the voters of the Town of York of the time and place of the school budget town meeting by posting an attested copy of the within warrant as follows:

TIME(S)	DATE(S)	LOCATION(S)

being at least seven days prior to the Town of York school budget meeting and being public and conspicuous places in said municipality.

Dated: April _____, 2016

_____
Mary-Anne Szeniawski, Town Clerk
York, Maine

ack to Agenda

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 8, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Set Polling Hours	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: This action sets the polling hours for the May 21, 2016 FY17 Budget Referendum, Special General Referendum and the School Budget Validation Referendum.

RECOMMENDATION:

PROPOSED MOTION: I move to set the polling hours for the May 21, 2016 FY17 Budget Referendum, Special General Referendum and the School Budget Validation Referendum as 8:00AM until 8:00PM.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: Melissa M. Avery REVIEWED BY: _____

ack to Agenda

AGENDA ITEM NUMBER: ____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: April 4, 2016	**Type of Action:**
Date Action Requested: next regular meeting	☐ **Procedural** ☒ **Formal Action**
Regular X **Work Session** __	☐ **Other:** _____

Subject: To appoint Election Clerks as nominated by Mary-Anne Szeniawski, Town Clerk and Registrar of Voters. List is attached.

TO: Board Of Selectmen

FROM: Mary-Anne Szeniawski, Town Clerk

RECOMMENDATION: N/A

PROPOSED MOTIONS: **1.** Motion to appoint Election Clerks for the ensuing two years as nominated by Mary-Anne Szeniawski, Town Clerk and Registrar of Voters and pursuant to Title 21A, Section 503. List attached.

Discussion:

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared By: MAS__ Reviewed By: _____

ack to Agenda

BAKKE, DONNA	D	BURNHAM, ELAINE	R
BOARDMAN, ELIZABETH	D	CARNICELLI, PAMELA	R
BOARDMAN, KAREN	D	CONROY, JAMES	R
BRINKMAN, DAVID	D	CONROY, TESS(THERESA)	R
BURNS, DEBRA	D	GOVE, EDWIN	R
DONIS, ARTEMIS	D	GOVE, REBECCA	R
DORAN, VALERIE	D	GRANT, ROSEMARIE	R
EGAN, JANE	D	HANNIGAN, DEBRA	R
GRAY, ANA	D	MOULTON, KAREN	R
HANSON, NANCY	D	OBERG, DEBORAH	R
HASKELL, ANITA	D	OBRIEN, MARYESTHER	R
JENDZEJEC, MARY ELLEN	D	ONEIL, BRUCE (JAMES)	R
KOLBJORNSEN, DEBORAH	D	RASCHE, VICTORIA	R
LOMBARDI, JEANNE	D	ROHRER, NANCY	R
LOVETT, DENISE	D	SALTZ, DARLENE	R
LOVETT, LILLIAN	D	SEAVER, GRETCHEN	R
MACWILLIAMS, SUSAN	D	STIRK, ROGER	R
MCARDLE, PETER	D	YOUNG, JUDY	R
NEWICK, SARAH	D		
NEWMAN, PHYLLIS	D	GORMAN, JACQUELINE	U
RUSSELL, ELAINE	D	HAYDEN, ELIZABETH	U
STEEDMAN, JULIANE	D	MICHAELS, SUSAN	U
STOWE, JOYCE	D	PORTER, ROBYN	U
STOWE, LEWIS	D	SORENSON, KATIE(CATHERINE)	U
WHITE, CELESTE	D		
WHITE, ROBERT F.	D	SULLOWAY, SARA	G

ack to Agenda

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 31, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Sewer Main Extension Assurances	

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

RECOMMENDATION: I recommend the Board make the necessary assurances to the York Sewer District to accommodate this sewer extension.

PROPOSED MOTION: I move to provide written assurances to the York Sewer District for the Main Street/Shore Road sewer main extension, as recommended by Dylan Smith, Planning Director.

Prepared by Stephen H. Burns, Town Manager: _____

ack to Agenda

MEMO

TO: **Steve Burns, Town Manager**

FROM: **Dylan Smith, Planning Director** DJS

DATE: **March 31, 2016**

RE: **Sewer Extension –Main Street/Shore Road Street.**

In reference to the York Sewer District's March 24th request to review the proposed sewer extension, the Town is required to respond in writing to provide the necessary statutory assurances that the proposed sewer extension is in full compliance with York plans and ordinances. I find this proposed sewer extension fully complies, after review and approval from the code office and recommend the Board provide the requisite assurances to the York Sewer District.

Per MRSA Title 38 §1252.7(A), the Town is required to certify within 45 days that the properties served and the sewer extension itself are in compliance with the Town's land use regulations and plans. The statute reads as follows:

> *A sewer district may not construct any sewer extension unless it acquires from the municipal officers or the designee of the municipal officers of any municipality through which the sewer extension will pass written assurance that:*
>
> *(1) Any development, lot or unit intended to be served by the sewer extension is in conformity with any adopted municipal plans and ordinances regulating land use; and*
>
> *(2) The sewer extension is consistent with adopted municipal plans and ordinances regulating land use.*

<u>Compliance of Properties To Be Served</u>

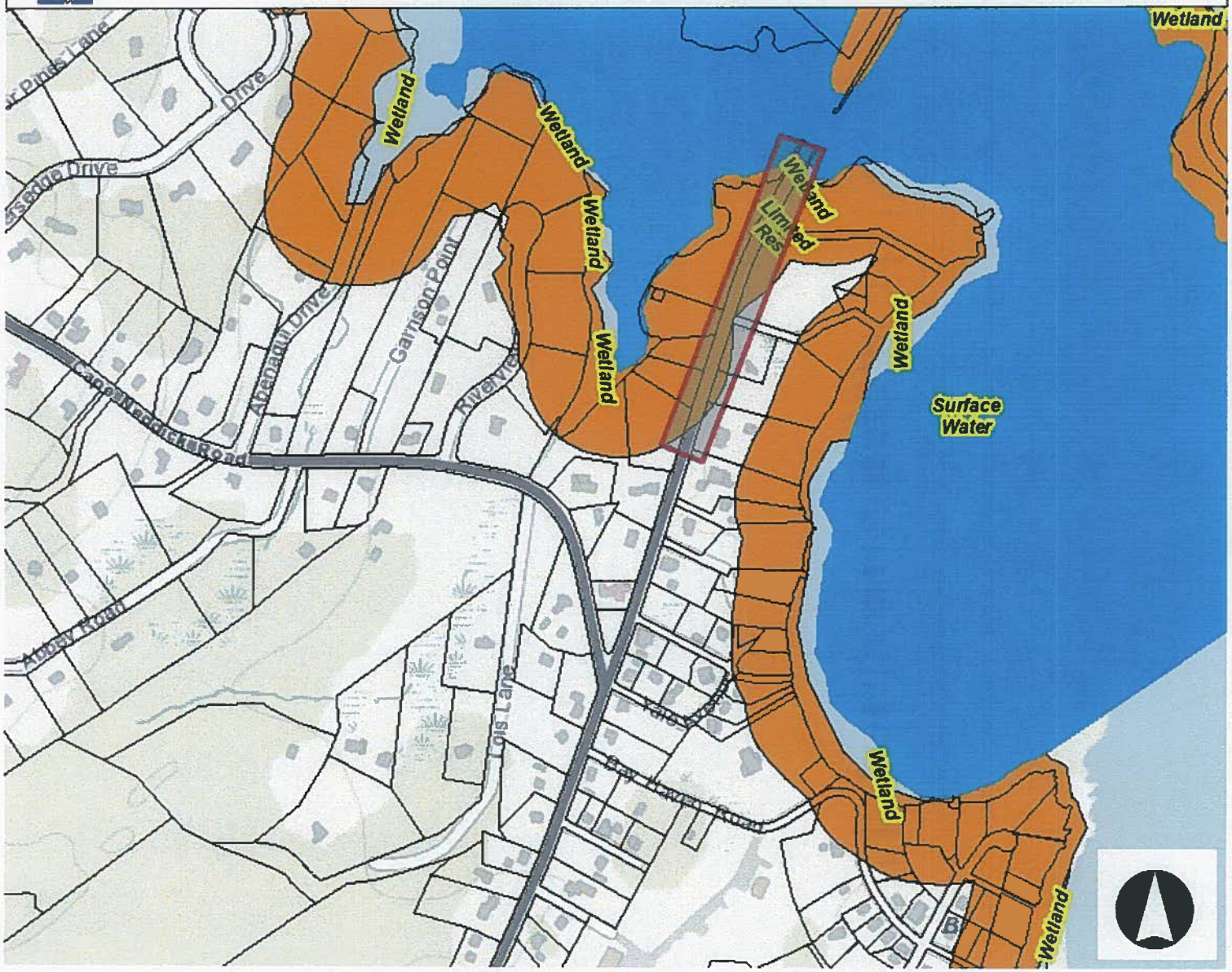
With regard to the Comprehensive Plan, the area depicted and homes/business that may be serviced by the line extension are in Future Land Use Area #3 – an area predominantly comprised of single-family homes. However, the area in question does comprise of a few existing businesses notably the Cape Neddick Campground, Cape Neddick Lobster Pound, and Shore Road Market that are considered existing nonconforming uses for this district. However, they would be better served by this sewer extension.

<u>Compliance of Sewer Extension</u>

Per the Comprehensive Plan, this sewer extension is located within the "Priority Service Area" for sewer service. The reason for this is because the neighborhood is located within

ack to Agenda

Quick Map



Legend

- Parcels
- Shoreland Zoning
  - Surface Water
  - Wetland (Resource Protection)
  - Stream Protection (75 ft)
  - Resource Protection (250 ft)
  - Limited Residential (250 ft)
  - Mixed Use (250 ft)

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YORK SEWER DISTRICT

P.O. BOX 1039
YORK BEACH, MAINE 03910
FAX 207-363-6701

BOARD OF TRUSTEES:
FREDERICK BOARDMAN, CHAIRMAN
WALTER KYLLONEN, VICE CHAIRMAN
ROBERT HOYT, TREASURER
WAYNE McINTIRE, CLERK
CRAIG FREEMAN, TRUSTEE

ADMINISTRATION OFFICE
21 BAY HAVEN ROAD
207-363-4232
TREATMENT PLANT OPERATIONS
106 MAIN STREET
207-363-5896

Steven Burns
Town Manager
Town of York
186 York Street
York, Maine 03909

March 24, 2016

Re: Main Street/Shore Road Sewer Extension

Per Title 38 Ch. 12, Section 1252, Subsection 7A, and the York Sewer District Charter, the York Sewer District is requesting the Town's written assurances relative to this subsection regarding sewer extensions. A locus plan of the proposed project area is included for your review.

As you may recall this request was previously approved by the Board of Selectmen in 2006 (a copy of the letter requesting the approval is attached). The Board of Trustees requested that you re-confirm your approval for the installation of the sewer main in Main Street and Shore Road. It is very interesting to note that many of the issues pointed out in the 2006 request are still relevant today and were discussed during our Utility Meeting with the Board of Selectmen on March 14th.

Thank you for your attention to this matter and should anyone have any questions please feel free to contact me.

Sincerely,

Timothy H. Haskell
Superintendent

Cc: Board of Trustees

ack to Agenda

YORK SEWER DISTRICT

P.O. BOX 1039
YORK BEACH, MAINE 03910
FAX 207-363-6701

BOARD OF TRUSTEES:

ROBERT HOYT Chairman
FREDERICK BOARDMAN Vice-chairman
ARTHUR BERGER Treasurer
THOMAS FARNON Clerk
ROD LUCAS

ADMINISTRATION OFFICE
21 BAY HAVEN ROAD
207-363-4232
TREATMENT PLANT OPERATIONS
106 MAIN STREET
207-363-5896

Robert Yandow
Town Manager
Town of York
186 York Street
York, Maine 03909

August 9, 2006

Re: Main Street/Shore Road Sewer Extension

Dear Mr. Yandow:

The York Sewer District has been actively reviewing the feasibility of extending sewer along Main Street down Shore Road to the bridge at the Cape Neddick River, for approximately two years. Area support for the project is very strong. The District held an informational meeting for the neighborhood on 8/3/06 and support continues to be strong. Given that support, the next step would be to send the project to bid to determine final costs and make a final decision on the financial feasibility of the project at a public hearing.

Given the MDOT's current construction schedule for the bridge, timing of the project, if it were to proceed, is critical. There will be several mandatory public notice periods (each taking 40-45 days to complete) associated with the project and we are attempting to start these as soon as possible so the project is ready to proceed should favorable bid prices be received. This would also be conditioned on the results of the public hearing. MDOT is aware of the possibility of the project moving forward and has no coordination issues. We have also begun the process of reviewing the project with Town Department Heads.

It should be noted that questions were raised at the informational meeting regarding if coordination of roadway and sidewalk improvements would be possible during construction. This had been discussed before with Mr. Bray, who had indicated that there were possible drainage improvements necessary as well. The District assured the neighborhood that we would assist in coordinating any work the Town may have planned.

ack to Agenda

Per Title 38 Ch. 12, Section 1252, Subsection 7A, and the York Sewer District Charter, the York Sewer District is requesting the Town's written assurances relative to this subsection regarding sewer extensions. A locus plan of the proposed project area is included for your review.

In conjunction with this review the District would like to know the Town's position should several properties be left out of the project. There are a couple of private roads off the Shore Road section of the proposed project area. A few of the properties, mostly near the waters edge, are opposed to extending sewer. Without easements being granted these properties would also block sewer from being extended down the road to properties that are in favor of the extension. Obviously this may change depending on the bid prices received for the project, however, at this time the District is reluctant to commit to eminent domain takings of the easements without considerable support or cause i.e.: failing septic systems etc. This may also be a topic the Town and the District could discuss as the project develops, since the final project cost and the input received at the public hearing, will determine greatly whether the District proceeds.

Should you or any of your staff have any questions regarding this matter, please feel free to contact me.

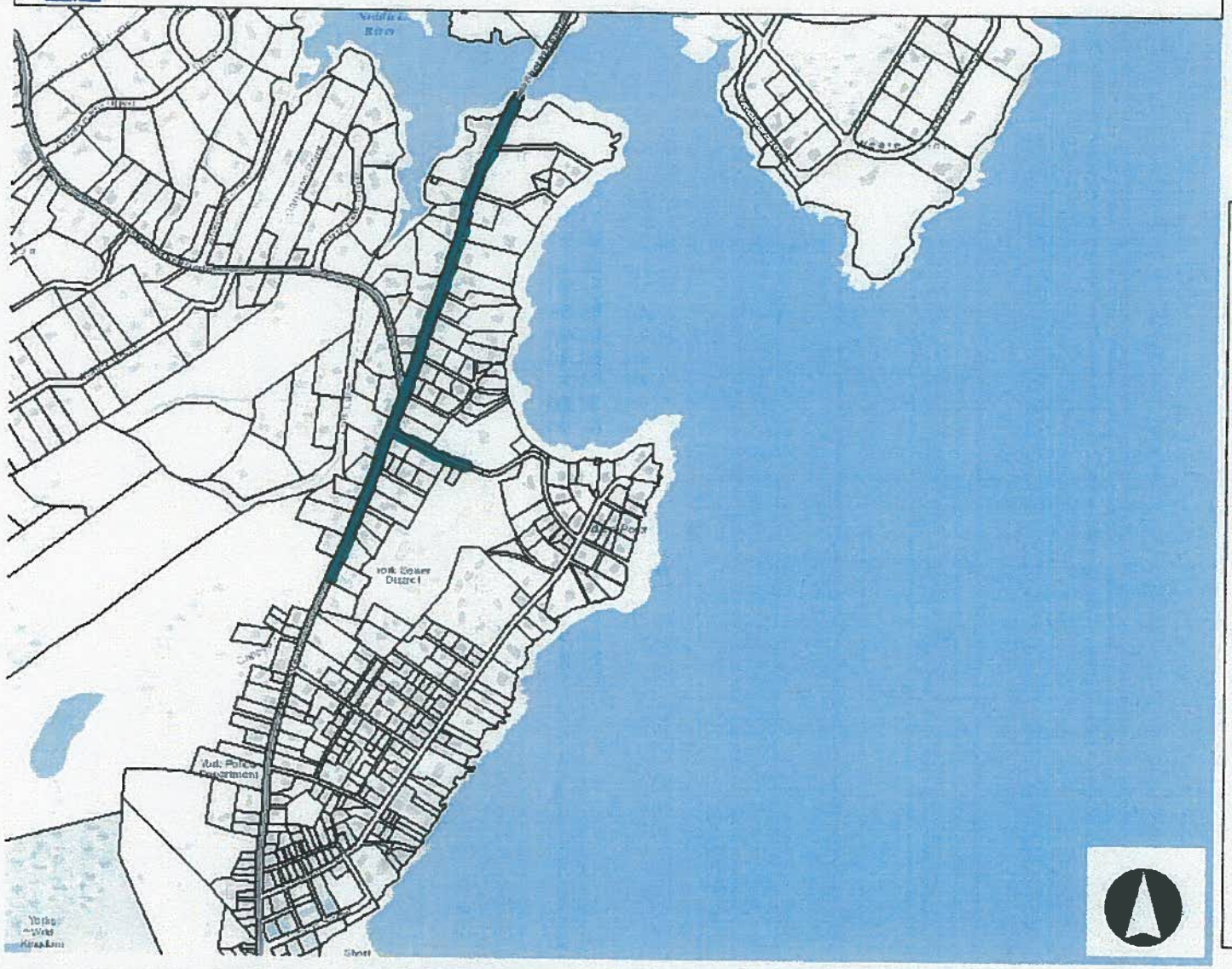
Sincerely,

Timothy H. Haskell
Superintendent

Cc: Board of Trustees

ack to Agenda

Quick Map



Legend

- Parcels
- Sewer Project Area

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 8, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: CGI Web Page Video Offer	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: I have been approached by a company that is offering to create three professionally prepared videos for the Town's web page. These will be scoped out by us, but written and produced by the company, CGI Communications of Rochester NY. They have York County as a customer and are now reaching out to communities in the County.

You can find the company's web page at: www.cgicompany.com.
You can see examples of their videos at: www.mayors.tv.
You can find the York County videos at: http://www.yorkcountyme.gov/visitor.html

I believe this sort of content would be a great offering for our Town web site. Probably I'd want these on the main Town web site, but possibly on one of our other web sites – Parks & Rec, Nubblelight.org, etc.. Still, this seems like the professional sort of content we should be adding to our site.

The videos would be created and provided to the Town at no cost to the Town. CGI is interested in tapping into our web traffic. Municipal web sites get lots of hits and they want to tap into this. They make their money by selling videos to local businesses. For each Town video, they would seek to sell to 20 businesses. This means they could provide for up to 60 area businesses. There is no cost to the Town whether they attract any business customers or not. If they are very successful and attract more than 60 businesses, then they would add more Town videos, thereby adding space for more business videos. I asked about the ability of the Town to update its videos. CGI seeks a 3-year contract with the Town, and would update the videos if the Town renews – thereby a 3-year life for each video.

Before I get too far along with CGI, I first want to know if the Board is interested. If not then this is a quick matter. If the Board is interested, then I need to call your attention to the Selectmen's Municipal Web Site Acceptable Use Policy, which prohibits commercial content on the Town's web page. These videos would be hosted by CGI on their own site so technically the associated commercial content would not be on the Town site. Still, I want the Board to be aware of this. I don't know the exact basis for this policy, but it may well be a requirement for getting a *.org web address.

Back to Agenda

Before bringing anything back to the Board I will reach out to our IT company, Winxnet, to seek their thoughts on this proposal and this company. And I plan to reach out to the department heads to solicit their thoughts and input, and I'll reach out to County Administrator Greg Zinser because of the County's existing relationship with CGI. Perhaps there are other, better alternatives out there, or maybe this is an exceptional offer. I don't know. Due diligence is called for since we didn't seek this out.

RECOMMENDATION: I recommend the Board direct staff to evaluate the suitability of this offer for our community and, if appropriate, to work with CGI Communications to develop a specific proposal for Board approval.

PROPOSED MOTION: I move to direct the Town Manager to evaluate the suitability of this offer for our community and, if appropriate, to work with CGI Communications to develop a specific proposal for Board approval.

FISCAL IMPACT: none

DEPARTMENT LINE ITEM ACCOUNT: n.a.

BALANCE IN LINE ITEM IF APPROVED: n.a.

Prepared by Stephen H. Burns, Town Manager: _____

ack to Agenda

b.

Town of York, Maine Municipal Web Site Acceptable Use Policy

Scope:

This document defines what will, and what will not, be published on the official York web site(s) maintained by the YorkNet Committee. This document does not address the content of other web sites managed by other town entities, contractors or organizations. This document does not address any two-way content such as forums, discussion groups or postings, since YorkNet does not support these functions at this time.

Mission:

The web pages maintained by the YorkNet committee are the official Town of York web presence. They are designed to publish information about the local town government, schools, organizations and services.

Acceptable:

- YorkNet will actively generate and publish content and links for Town of York Government and quasi-governmental organizations and local public schools.
- YorkNet will publish listings and links for local, non-profit organizations or events open to the public.
- YorkNet will publish listings and links providing services to, or of interest to, the local community.

Unacceptable:

- YorkNet will not publish commercial advertising content.
- YorkNet will not publish content intending to persuade voters regarding any political candidate or issue.
- YorkNet will not publish content containing illegal, libelous, derogatory, harassing or disruptive material.
- YorkNet will not publish content that does not meet the moral standards of the community.

Complaints:

YorkNet will publish this policy, and a means for the public to convey to the YorkNet Committee any concerns about content, which they feel, may be damaging, offensive or not in compliance with this policy.

Disputes:

YorkNet will refer disagreements in interpretation of this or any town policy by YorkNet to the Board of Selectmen as per the Town of York Home Rule Charter.

ack to Agenda

Town of York, Maine Municipal Web Site Privacy Policy

This World Wide Web (WWW) site is provided as a public service of the Town of York, Maine. Information presented within this site is considered public information and may be distributed or copied. Use of appropriate byline/photo/image credits is requested. When you visit this site to browse, you do so anonymously. We collect only summary information about the numbers of individuals who visit our web site, what those visitors look at, and the city/town and state from which the contact was made. This system uses industry-standard software to create summary statistics, which are used for such things as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas. For site security purposes and to ensure that this service remains available to all users, this system employs industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. No other attempts are made to identify individual users or their usage habits.

Unauthorized attempts to upload information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.

We will not obtain personally identifying information about you when you visit our site, unless you choose to provide such information to us. Except as might be required by law, we do not share any information we receive with outside parties.

We do not currently, and do not plan in the future, to send unsolicited bulk email.

If you have any questions or comments about the information presented here, please forward them to the Webmaster.

There are different types of cookies-- persistent, third party, and session.

Persistent Cookies

Persistent cookies stay on your computer for an extended period of time and are used to collect information about how you use the Internet. We do not use persistent cookies.

Third Party Cookies

Third party cookies are cookies placed on your computer by someone other than the person who owns the web site. We do not use or allow third party cookies.

Session Cookies

ack to Agenda

A session cookie is placed on your computer when you visit a web site but is automatically deleted at the end of your visit. Session cookies do not track and report how you use the Internet.

We do use session cookies, however, we do not track your visiting habits except for the above-mentioned statistical purposes (and even then, the information is not associated to you personally).

If you visit other web sites:

Our web site contains links to other local agencies and private organizations. These web sites are not within our control and may not follow the same privacy, security or accessibility policies. Once you link to another site you are subject to the policies of that site.

Definitions:

Cookies are files that a Web site can place on your computer. A cookie file contains unique information that a Web site can use to track such things as your password, lists of Web pages you have visited, and the date when you last looked at a specific Web page, or to identify your session at a particular Web site. A cookie file allows the Web site to recognize you as you click through pages on the site and when you later revisit the site. A Web site can use cookies to "remember" your preferences, and to record your browsing behavior on the Web. Although you can prevent Web sites from placing cookies on your computer by using your browser's preference menu, disabling cookies may affect your ability to view or interact with some Web sites.

An **"Internet Protocol Address"** or **"IP Address"** is a series of numbers that identifies each computer and machine connected to the Internet. An IP address enables a server on a computer network to send you the file that you have requested on the Internet. The IP address disclosed to us might identify the computer from which you are accessing the Internet, or a server owned by your Internet Service Provider. Because it is machine-specific, rather than person-specific, an IP address is not, in and of itself, personally identifiable information.

ack to Agenda

Stephen H. Burns

From: Rachel Lamont <rlamont@cgicommunications.com>
Sent: Monday, March 7, 2016 4:03 PM
To: Stephen H. Burns
Subject: CGI - Cost-free Community Video Program

Good Afternoon Stephen,

Thank you for speaking with me briefly this morning in regards to our **cost-free** Community Showcase Video Program. We work in partnership with the National League of Cities and U.S. Conference of Mayors and our program provides our partners with a tool to promote tourism, educate and welcome future families and residents, recruit new business and more.

Each year we feature select communities across the country through a series of custom videos that advance their marketing and promotional efforts. We are working in partnership with your county; York County working with Greg Zinser and will be putting together a series of cost-free videos all about the county. We wanted to expand on the program and highlight the Town of York with a series of cost-free videos as well. From script consultation to editing, our team will work with you every step of the way to ensure your community is highlighted to the best of its ability. The finished video content is viewable on your official website and additional media outlets that encourage community outreach.

- **Click HERE to hear video testimonial of USCM Executive Director Tom Cochran speak of CGI!**
- **Click HERE to see testimonials of other communities working with CGI!**

As we rapidly approach our busy filming season and because our program is offered at no-cost, we have a limited production allotment. We are excited to provide the community of York the opportunity to fill one of these remaining spots and look forward to speaking with you on **March 18th at 9:00 AM.**

Please be in front of a computer during the conference call and feel free to invite others that would benefit from hearing the details as well.

Best regards,

Rachel Lamont
Marketing and Acquisitions Associate
1-800-398-3029 x238
Rlamont@cgicommunications.com

CGI Communications, Inc.
130 E Main Street 5th Floor
Rochester, NY 14606
Fax: 866-429-8611

www.cgicommunications.com
Like us on Facebook www.facebook.com/cgicommunications
Follow us on Twitter www.twitter.com/cgicommunications
Connect on Linked In www.linkedin.com/company/cgi-communications

ack to Agenda

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 8, 2016	☒ ACTION
DATE ACTION REQUESTED: April 11, 2016	☐ DISCUSSION ONLY
SUBJECT: Special Event Permit Applications	

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

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

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

a. First Parish Church's Village Faire
b. York Art Association's Art in the Park

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: Melissa M. Avery

REVIEWED BY: _____

ack to Agenda

Town of York, Maine
Special Event Permit Application

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

Date: 3/10/16

Name of Event: Village Faire (3rd annual)

Type of Event: Country Fair / Yard sale / Venders

Organization Name: First Parish Church Phone #: 363-3758

Organization Address: 180 York Street City York State: ME Zip: 03909

Applicant Name: Jan Jonas Phone #: 363-3180

Applicant Address: 88 Darcy Road City: York State: ME Zip: 03909

Contact Name for Day of Event: Jan Jonas Contact Phone # 363-3180/730-1584 (cell)

Date of Event: July 16, 2016 Day of Week: Saturday

Starting Time: 9:00 AM Ending Time: 4:00 PM

Assembly Area: First Parish Church Campus / Town Hall

Dispersal Area: N/A

Event Route: N/A

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)
499

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

N/A

Describe how group is organized and supervised to insure order:

Church Events Committee and Volunteers

Purpose of the Event: Community Outreach / General Fundraiser

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

Signature of Applicant: Jan Jonas

ack to Agenda

Town of York, Maine
Special Event Permit Application

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

Date: 3/10/16

Name of Event: YAA, Art In the Park

Type of Event: Art Faire

Organization Name: York Art Association Phone #: 363-4049

Organization Address: 394 York Street City: York Harbor State: Me Zip: 03911

Applicant Name: Bobbie Gray Phone #: 207-363-8148

Applicant Address: P.O. Box 672 City: York Harbor State: Me Zip: 03911

Contact Name for Day of Event: Bobbie Gray Contact Phone #: 363-8148

Date of Event: Sept. 17, 2016 Day of Week: Saturday

Starting Time: 9:00 A.M Ending Time: 4:00 P.M

Assembly Area: Moulton Park

Dispersal Area: Moulton Park

Event Route: Moulton Park

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

250

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

Describe how group is organized and supervised to insure order: York Art Association Board members and volunteers

Purpose of the Event: Display and sell Art work

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

Signature of Applicant: Bobbie Gray

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