



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

SELECTMEN'S MEETING 7:00 P.M. MONDAY AUGUST 22th, 2011 YORK LIBRARY

Call to Order-

Pledge of Allegiance

A. Minutes

- July 25th, 2011 Selectmen's Meeting Minutes
- August 8th, 2011 Selectmen's Meeting Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

1. Heating Oil Contract for FY12
2. Police Cruiser Bid and Purchase of Additional Cruiser
3. Geotechnical and Environmental Engineering Services
4. Land Survey Services

E. Reports

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

G. Approval of Warrant #6

H. PUBLIC HEARINGS

1. Purchase and Sale Agreement for 61 Pine Mountain Road
2. November, 2011 Ordinance Amendments

Ord-1 Amend Standards in the Beach Ordinance Relative to Ellis Short Sands Park

Ord-2 Change to Date Range for Fires on Public Beaches

Ord-3 Amend Wireless Communications Ordinance to Exempt Town Wireless Communications Facilities

Ord-4 Reformat Article 4 of Zoning Ordinance, Use Regulations

Ord-5 Performance Standards to Control Soil Erosion

Ord-6 Revisions to Sign Standards

I. ENDORSEMENTS

J. Old Business

K. New Business

1. Move Ordinance Amendments to November Special General Referendum
2. Final Approval of Purchase and Sale Agreement for 61 Pine Mountain Road
3. Special Event Permit Application: Salefest
4. Special Event Permit Application: Carfest
5. Special Event Permit Application: Harvestfest/Kidsfest
6. Special Event Permit Application: Sarah's Ride II - Motorcycle Poker Run
7. Application for License for Incorporated Civic Organization: Old York Historical Society
8. Greater York Chamber of Commerce Brick Project

L. Other Business

M. Citizens Forum

Adjourn

SELECTMEN'S MEETING
6:00/7:00 P.M. MONDAY JULY 25th, 2011
YORK LIBRARY
MINUTES

6:00 PM: Executive Session: Labor Contracts (Pursuant to MRSA Title 1, Section 405.6 D) Real Estate (Pursuant to MRSA, Title 1, Section 405.6 (C) and Poverty Abatement (Pursuant to MRSA Title 36, Section 841 (2)(E))

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

Chairman Jackson-McCarty called the meeting to order at 7:00PM

Pledge of Allegiance

A. Minutes

- July 11th, 2011 Selectmen's Meeting Minutes; Moved by Ms. Andrews and seconded by Mr. Little to approve the July 11th, 2011 Selectmen's Meeting Minutes, as amended. Vote 5-0, motion passes.
- June 27th, 2011 Selectmen's Meeting Minutes; Moved by Ms. Andrews and seconded by Mr. Little to approve the June 27th, 2011 Selectmen's Meeting Minutes, as amended. Vote 5-0, motion passes.

B. Chairman's Report

Chairman Jackson-McCarty did not have a Chairman's report

C. Manager's Report

Town Manager, Robert G. Yandow stated that on Wednesday, July 27th the Town hall will be upgrading the phone system. Throughout the day, phone availability for Town Hall will be intermittent, we anticipate a 2-2 ½ hour outage in the morning, and another hour to an hour and a half outage in the afternoon. All calls will be forwarded to one back-up line, so inbound and outbound landline calls will be limited during this time.

D. Awards

1. Birch Hill Road Bridge Project

Dean Lessard, Director of Public Works asked that the selectmen approve to continue work with Innovative Green Solutions (IGS), CLD Engineers and Parsons Brinckerhoff Engineers to construct a thermoplastic bridge structure to replace the existing concrete box culvert adjacent to Roger's Brook/Shorey's Pond on Birch Hill Road using the local contractor, Maritime Construction.

Moved by Ms. Andrews and seconded by Mr. Little to authorize the Department of Public Works to order the thermoplastic bridge materials for the Birch Hill Road Culvert Replacement and, further, to award the construction of the bridge structure to local contractor, Maritime Construction. Vote 5-0, motion passes.

E. Reports

No Reports at this time

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

Public Comment: No Public Comment

G. Approval of Warrant #4

Moved by Ms. Andrews and seconded by Mr. Little to approve Warrant #4, without objection, so ordered.

H. PUBLIC HEARINGS

1. November, 2011 Ordinance Amendments

Moved by Ms. Andrews and seconded by Mr. Little to open the public hearing on the November 2011 Ordinance Amendments

Ord-1 Amend Standards in the Beach Ordinance Relative to Ellis Short Sands Park

Public Comment: No Public Comment

Ord-2 Change to Date Range for Fires on Public Beaches

Public Comment: No Public Comment

Ord-3 Amend Wireless Communications Ordinance to Exempt Town Wireless Communications Facilities

Public Comment: No Public Comment

Ord-4 Best Management Practices for Docks

Public Comment: Dave Emery

Ord-5 Reformat Article 4 of Zoning Ordinance, Use Regulations

Public Comment: No Public Comment

Ord-6 Performance Standards to Control Soil Erosion

Public Comment: No Public Comment

Ord-7 Revisions to Sign Standards

Public Comment: No Public Comment

Moved by Ms. Andrews and seconded by Mr. Little to close the public hearing on the November 2011 Ordinance Amendments

I. ENDORSEMENTS

License Applications

- Sean Mitchell; dba: Bagel Shack (Victualers)
- Trevor Fitzgerald; dba: Hawaiian Jim's Shave Ice (Victualers)
- Jervis Allen; dba: Jamaican Jerk Center (Victualers/Dance Hall)
- Linda Sirois; dba: My Winey Sister (Victualers)

Moved by Mr. Little and seconded by Ms. Andrews to approve the following license applications: Sean Mitchell; dba: Bagel Shack (Victualers), Trevor Fitzgerald; dba: Hawaiian Jim's Shave Ice (Victualers), Jervis Allen; dba: Jamaican Jerk Center (Victualers/Dance Hall), Linda Sirois; dba: My Winey Sister (Victualers), subject to taxes, fees and inspections be current and compliant with the usual noise stipulations. Vote 5-0, motion passes

J. Old Business

Ms. Andrews asked Community Development Director, Stephen Burns for an update on the Flagg's Trailer Park Issue. Mr. Burns stated that from conversations with the owners of Flagg's Trailer Park, they do intend to appeal the Notice of Violation given to them by the Code Enforcement Officer, Ben McDougal.

Ms. Gregg asked the Chief of Police, Douglas Bracy for an update on their motorcycle training. Chief Bracy stated that in their training with the State Police three weeks ago on motorcycle detail, they did indeed learn a lot, but have had other enforcement responsibilities, such as, OUI details the past two weekends, not leaving much time for motorcycle details

K. New Business

1. Discussion and Approval of Proposed Ordinance Amendments and Forward to Second Public Hearing to be Held August 22, 2011

Ord-1 Amend Standards in the Beach Ordinance Relative to Ellis Short Sands Park

Moved by Ms. Andrews and seconded by Mr. Little to forward the Ordinance #1; Amend Standards in the Beach Ordinance Relative to Ellis Short Sands Park with any amendments and corrections to a second Public Hearing to be held on August 22, 2011. Vote 5-0, motion passes

Ord-2 Change to Date Range for Fires on Public Beaches

Moved by Ms. Andrews and seconded by Mr. Little to forward the Ordinance #2; Change to Date Range for Fires on Public Beaches with any amendments and corrections to a second Public Hearing to be held on August 22, 2011. Vote 5-0, motion passes

Ord-3 Amend Wireless Communications Ordinance to Exempt Town Wireless Communications Facilities

Moved by Ms. Andrews and seconded by Mr. Little to forward the Ordinance #3; Amend Wireless Communications Ordinance to Exempt Town Wireless Communications facilities with any amendments and corrections to a second Public Hearing to be held on August 22, 2011. Vote 4-1, motion passes, Ms. Gregg against.

Ord-4 Best Management Practices for Docks

Moved by Ms. Andrews and seconded by Mr. Little to not forward the Ordinance #4; Best Management practices for Docks to a second Public Hearing to be held on August 22, 2011. Vote 4-1, motion passes, Mr. Fiorentino against.

Ord-5 Reformat Article 4 of Zoning Ordinance, Use Regulations

Moved by Ms. Andrews and seconded by Mr. Little to forward the Ordinance #5; Reformat Article 4 of Zoning Ordinance, Use Regulations with any amendments and corrections to a second Public Hearing to be held on August 22, 2011. Vote 4-1, motion passes, Ms. Gregg against.

Ord-6 Performance Standards to Control Soil Erosion

Moved by Ms. Andrews and seconded by Mr. Little to forward the Ordinance #6; Performance Standards to Control Soil Erosion with any amendments and corrections to a second Public Hearing to be held on August 22, 2011. Vote 5-0, motion passes

Ord-7 Revisions to Sign Standards

Moved by Ms. Andrews and seconded by Mr. Little to forward the Ordinance #7; Revisions to Sign Standards with any amendments and corrections to a second Public Hearing to be held on August 22, 2011. Vote 5-0, motion passes

2. Request for Sewer Extension from the Ogunquit Sewer District

State law mandates that any sewer district interested in pursuing a sewer extension must acquire written assurances from the municipal officers that the extension is in conformance with adopted municipal plans and that any development, lot or unit intended to be served by the extension is in conformance with any adopted municipal plans and ordinance regulating land use. The Ogunquit Sewer District is requesting a 75' extension on Pine Hill Road that would provide service to a residence at 4 Dirigo Drive. The Community Development Department has determined that the requested sewer extension is in full compliance with Town of York plans and ordinances.

Moved by Ms. Andrews, seconded by Mr. Fiorentino to approve a sewer extension on Pine Hill Road North and to provide written assurances to the Ogunquit Sewer District that the proposed sewer extension, along with the property served by the extension, is consistent with municipal plans and York ordinances regulating land use pursuant to M.R.S.A. Title 38, Section 1252.7(A). Vote 5-0, motion passes

3. Special Event Permit Application: The Big Andrew Surf Competition and Fundraiser

Moved by Ms. Andrews and seconded by Mr. Little to approve the Special Event Permit Application for the Big Andrew Surf Competition and Fundraiser to be held on Sunday, August 14, 2011 from 6:30AM to 6:00PM at Long Sands Beach with the stipulation that all grills are roped off with a 20'x20' area. Vote 5-0, motion passes.

4. Special Event Permit Application: Erika's Wish Fire

This Special Event Permit Application is for a fire and fundraiser in memory of Erika Jolie, who died on October 9, 2010. The application is in conformity with the relevant town beach ordinance and the applicant has indicated a willingness to be flexible in terms of location on the beach and in terms of timing of the fire. It is recommended that the permit application be approved with conditions outlined by the Park Department.

Moved by Ms. Andrews and seconded by Mr. Little to approve the Special event Permit for Erika's Wish Fire to be held on Saturday, August 20, 2011 from 6:00PM to 10:00PM at Long Sands Beach with condition outline by town staff. Vote 5-0, motion passes

5. Approval of Selectmen's Representative to the Southern Maine Regional Planning Commission

At the request of the Southern Maine Regional Planning Commission, Moved by Chairman Jackson-McCarty and seconded by Ms. Andrews appoint Kinley Gregg to be the Representative to the Southern Maine Regional Commission. Vote 4-0-1, Ms. Gregg abstained.

L. Other Business

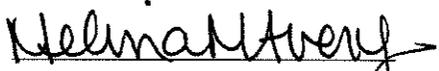
M. Citizens Forum

Public Comment: Andrew Beal
Cindy Collins
Dave Emery

Adjourn

Moved by Ms. Andrews and seconded by Mr. Little to adjourn at 9:45PM

Respectfully Submitted by:


Melissa M. Avery; Recorder

SELECTMEN'S MEETING
6:40 P.M / 7:00 P.M. MONDAY, AUGUST 8TH, 2011
YORK LIBRARY
MINUTES

Interview Todd Frederick; Charter Review Commission

Present: Tracy Jackson-McCarty; Chairman, Mary Andrews; Vice Chairman, Edward Little, Scott Fiorentino, Kinley Gregg, Robert G. Yandow; Town Manager, Melissa M. Avery; Recorder

Call to Order

Pledge of Allegiance

A. Minutes

- July 25th, 2011 Selectmen's Meeting Minutes; Minutes not available

B. Chairman's Report

No Chairman's Report from Chairman Jackson-McCarty

C. Manager's Report

Town Manager, Robert G. Yandow stated that at the last Selectmen's meeting the issue of the Old York Quarry had come up and there had been some developments since then. The Code Enforcement Officer had met with the Town Attorney and the town had filed a request for a Temporary Restraining Order in Superior Court. The results of the request were not known as of this evening. In addition, there will be a hearing in Superior Court on August 24th to hear the town's argument for a preliminary injunction against the operators of the quarry. Also, Mr. Yandow warned the public of the congestion on Route One lately, Maine Department of Transportation is doing work on Route One through mid-October and also preparations for the York Fields project are adding to the congestion. The tax bills will be going out next week from the Clerk's Office and will be due September 30th. Mr. Little spoke of concerns against people jumping off of the Route 103 bridge, Mr. Yandow will look into it being a Maine DOT issue with Chief Doug Bracy and Captain Kevin LeConte or not.

D. Awards

1. Approve Selection of Construction manager for Police Station and Connector Road Projects

The Municipal Building Committee appointment a sub-committee to solicit and review proposals for a Construction Manger to assist the town with the police station and connector road projects. A Request for Proposals was developed and advertised by SMRT which resulted in the sub-committee receiving nine proposals; after the nine proposals were reviewed five were selected for an interview. These five firms are identified as PC Construction; Ledgewood Construction; The MacMillin Company; Eckman Construction and Wright-Ryan Construction. On July 26, 2011 the five firms were interviewed, at the end of the day the sub-committee discussed the results of the interviews. A second meeting was held on July 28th, 2011 after which PC Construction (formerly Pizzigali Construction) was selected by the sub-committee for recommendation to the full Municipal Building Committee.

On August 2, 2011 the sub-committee outlined the process that had taken place and presented its recommendation to the full Municipal Building Committee. The full MBC endorsed the sub-committee's recommendation of PC Construction and voted unanimously to forward the recommendation to the Board of Selectmen

Moved by Mary Andrews and seconded by Edward Little to approve the selection of PC Construction as the town's Construction Manager for the Police Station and Connector Road Projects. Vote 5-0, motion passes

E. Reports

No Reports at this time

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

No Public Comment

G. Approval of Warrant #6

Moved by Mary Andrews and seconded by Edward Little to approve Warrant #6. Vote 5-0, motion passes

H. Public Hearings

No Public Hearings at this point

I. Endorsements

License Applications

- Patrick Rochealeau; DBA: Ledges Golf Course (Victualers/Liquor)
- John Shaw; DBA: Frankie and Johnny's (Victualers)

Move by Edward Little and seconded by Mary Andrews to approve the following licenses: Patrick Rochealeau; DBA: Ledges Golf Course (Vicualers/Liquor) and John Shaw; DBA: Frankie and Johnny's (Vicutalers) subject to taxes, fees and inspection being current and compliant with the usual noise stipulations. Vote 5-0, motion passes

J. Old Business

Update from Flagg's Campground by Steve Burns, not a lot, they have turned their appeal in to Board of Appeals

K. New Business

1. Discussion and Update on York Street/Organug Road Reconstruction Project

On May 22, 2010 the York voters approved the sum of \$1,000,000 for the York Street Reconstruction Project. This project involves roadway and culvert work on York Street and Organug Road along with sidewalk, paving and other drainage work. The project also involves the reconstruction of the intersection at York Street and Organug. The Public Works Department, along with CLD Engineering, has been meeting with neighbors to discuss the project and receive citizen input. Dean Lessard, Public Works Director, and Joann Fryer of CLD Engineering presented their preliminary work on the project to the Selectmen along with the input received from the neighbors. A future public hearing will be scheduled to solicit additional public input.

2. Appointment of Todd Frederick: Charter Review Commission

Moved by Mary Andrews and seconded by Edward Little to appoint Todd Frederick to the Charter Review Commission. Vote 4-0-1, Kinley abstained, motion passes

3. Reappointment of Kathy Newell as Assistant Code Enforcement Officer and Alternate Local Plumbing Inspector

Moved by Mary Andrews and seconded by Edward Little to renew appointment of Kathy Newell as Assistant Code Enforcement Officer and Alternate Local Plumbing Inspector through August 31, 2012. Vote 5-0, motion passes

4. Enforcement of Septic Pumping Requirements

Periodic septic tank pumping has been required by Town regulations since December 6, 1990. Until this past year, this requirement has not been actively enforced. Following discussions of the issue over the course of several years, in September 2010 Steve Burn, Community Development Director was specifically asked by Don Neumann, Superintendent of the York Water District, to bring active enforcement of this provision in the watershed above Chases Pond. Initial enforcement was targeted on the watershed area that feeds both the York and Kittery public water supplies - out Watershed Protection Overlay District. In total, we notified just over 50 property owners. These 4 properties are all located wholly or partially within this District. Notices of Violation were sent out in early July, and the three properties listed below have not complied, and who have not made any contact with Mr. Burns or his department.

0092-0016-B; 285 Bell Marsh Road, Lawrence Willey

0096-0125, 221 Mountain Road, Barry Colley

0096-0125-B, 235 Mountain Road, Erik Johnson

Moved by Mary Andrews and seconded by Edward Little to forward the following septic pumping violations to the Town Attorney for prosecution:

92-16-B

96-125

96-125-B

Vote, 5-0, motion passes

5. Voting for Maine Municipal Association Vice President and Executive Committee Members

Annually the Maine Municipal Association conducts an election process of Vice President and Members of the Executive Committee and proposes a slate of candidates for those positions. During some years, additional names appear on the ballot if individuals submit a petition to have their names included on the ballot. This year the only names that appear on the ballot are those names recommended by MMA so there are no contested elections.

Moved by Mary Andrews and seconded by Edward Little seconds to approve the slate of candidates, Vice President, one-year term, Stephan Bunker, Chair of Selectmen, Town of Farmington; Directors, three-year terms, Earl "Abe" Additon, Selectmen, Town of Leeds, Burmond Banville, Selectmen, Town of Saint Agatha, Laurie Smith, Town Manger, Town of Wiscasset, as proposed by the Maine Municipal Association and to further authorize the town manager to submit the ballot on behalf of the Board of Selectmen. Vote, 5-0 motion passed

6. Purchase and Sale Agreement for 61 Pine Mountain Road

Moved by Mary Andrews and seconded by Edward Little to approve the purchase and sale agreement with Erik Heyland in the amount of \$78,000 for the sale of .88 of town-owned property (Map 11 Lot 225) located at 61 Pine Mountain Road subject to the required public hearing be heard at the August 22, 2011 meeting. Vote 5-0, motion passes

7. Special Event Permit Application: Surf Re-Evolution

Moved by Mary Andrews and seconded by Edward Little to approve the special event permit application for Surf Re-Evolution to be held Saturday, September 10, 2011 from 9:00AM to 3:00PM at Long Sands Beach with the condition that the applicant "buy" all meters for vehicles parked on Long Sands during the event. Vote 5-0, motion passes

L. Other Business

Selectmen, Edward Little, wanted to reiterate a message from the Steadman family that Steadman Woods is for walking through and to not disturb the area, although the signs are conflicting.

Town Manger, Robert Yandow asked the Selectmen if they were opposed to the date of special event, Erika's Wish Fire be changed to October 1, 2011. All of the Department Heads were for the date change, as were the Selectmen.

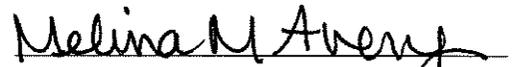
M. Citizen's Forum

Public Comment: Sandra Vano
Dave Nickerson

Adjourn

Moved by Mary Andrews and seconded by Edward Little to adjourn the meeting at 9:30PM.

Respectfully Submitted,


Melissa M. Avery



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	
Subject: FY12 Heating Oil Bids	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Award Bid to Estes Oil
PROPOSED MOTION: I move to award the FY12 heating oil bid to Estes Oil in the amount of \$3.19 per gallon.

Discussion: The town participated in a heating oil bid process that was managed by the York Water District. Other participants included the Kennebunk and South Berwick Water Districts along with the York Sewer District. Attached you will find a spreadsheet containing the results of the bid process. The per-gallon bid prices ranged from \$3.19 per gallon from Estes Oil to \$3.529 from Simply Green. The York School Department has also awarded their FY12 heating oil bid to Estes Oil at this same price.

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

Prepared By: Robert G. Yandow

Reviewed By: _____

Results of KEYS Water Districts, and others, fuel bid for calendar period August 9, 2011 to June 30, 2012.

8/9/2011

#2 Fuel Oil

31,900 gallons

KWD 14,000 - SBWD 900 - YWD 9,000 - York Sewer 8,000

<u>Company</u>	<u>Rack Price</u>	<u>Fixed Price</u>	<u>Comments</u>	<u>Fixed Total</u>
<u>Champagne</u>	Rack plus .15/gal	\$3.349		\$106,833.10
<u>Champion Energy (Rye)</u>	Rack plus .18/gal	\$3.459		\$110,342.10
<u>DownEast</u>	No bid	No bid		
<u>Eastern Propane</u>	Rack plus .35/gal	No bid		
<u>Estes Oil</u>	Rack plus .15/gal	\$3.190		\$101,761.00
<u>Fieldings Oil</u>	Rack plus .18/gal	\$3.289		\$104,919.10
<u>Hanscoms</u>	Rack plus .20/gal	\$3.200		\$102,080.00
<u>P. Gagnon</u>	Rack plus .299/gal	\$3.359		\$107,152.10
<u>Rymes Oil</u>	No bid	\$3.350		\$106,865.00
<u>Simply Green</u>	Rack plus .33/gal	\$3.529		\$112,575.10
<u>York Oil</u>	No bid	No bid		

* All invoices will be paid net 10 days after receipt



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 16, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	

Subject: Purchase of one (1) new 2011 police vehicle from Quirk Ford of Augusta Maine. Quirk Ford was the only bidder that met all the bid specifications for purchase of a new 2011 Ford Crown Victoria police package with a trade in allowance for a 2009 Ford Crown Victoria. The bid came in a \$18,289.00.

TO: BOARD OF SELECTMEN

FROM: Chief Douglas P. Bracy

RECOMMENDATION: To allow the transfer of \$18,289.00 from the capital police vehicle account to Quirk Ford for the purchase of one (1) 2011 Ford Crown Victoria police vehicle.

PROPOSED MOTION: I move to accept the transfer of \$18,289.00 from the police capital vehicle account to Quirk Ford for the purchase of one (1) Ford Crown Victoria police vehicle

Discussion:

FISCAL IMPACT: \$18,289.00

DEPARTMENT LINE ITEM ACCOUNT: Capital vehicle account

BALANCE IN LINE ITEM IF APPROVED: \$68,000.00

Prepared By: Chief Douglas P Bracy

Douglas P. Bracy

Reviewed By: Town Manager Robert Yandow

Robert H. Yandow



QUIRK

Date 08/09/2011

Town of York
Town Manager Office
186 York Street
York, Maine 03909
Police Cruiser Bid

Thank you for the opportunity to quote you on your next purchase. We are quoting a 2011 Ford P71 Crown Vic.

4.6 V8 Engine	4 Speed Automatic
A B S Brakes	H. D Battery
Tilt Steering Wheel	Body Side Moulding 96A
Trunk Release on Dash	200 Amp Alternator 130amp
Dual Exhaust System	Color TITANIUM
Cloth Buckets Seats	Vinyl Bench Rear Seat
AM/FM Stereo	Air Conditioning
Power Windows & Locks	Center Hub Caps
P235/55R17 Police Tires	Goodyears
Engine Oil Cooler	Dome Reading Lamps
Power Steering	Interval Wipers
Power Lumbar Support Driver	Rear Window Defroster
Police Chasses Equipment	Tinted Glass
Front & Rear Stabilizer Bar	Dual Air Bags\
L H Spotlamps 51A	Wiring Grill/Lamp/Siren/
Courtesy Lamps Disabled 478	Keyed Alike 1294X
Limited Slips Rear Axle 45C	Noise Suppression 53M
Engine Idle Meter	Power Driver Seat 21A
Adjustable Peddles	
Front Side Air Bags	
Stock Unit Spec's Only	\$22,489.00
2009 Ford Crown Vic Unit 88	4,200.00
Net Trade Difference	\$18,289.00

Yours Truly
Leo Chicoine
Fleet Sales Mgr
800-342-5757

AUGUSTA
P.O. Box 1055
Augusta, ME 04332-1055
207.622.5851
1.800.342.5757

BANGOR
P.O. Box 1386
Bangor, ME 04402-1386
207.945.9401
1.800.542.4389

BELFAST
244 Main St.
Belfast, ME 04915
207.338.1300
1.800.439.1300

PORTLAND
P.O. Box 3564
Portland, ME 04104-3564
207.774.5971
1.800.486.2678



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 16, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	

Subject: Purchase of one (1) new 2011 police vehicle from The Irwin Zone in Laconia, NH. The Irwin Zone submitted a proposal to sell one (1) 2011 Ford Crown Victoria that met all the bid specifications for purchase of a new police package for the department but did not wish to deal with a trade in. Irwin is offering the vehicle at a total price of \$22,266.24. See attached memo for explanation of request to purchase..

TO: BOARD OF SELECTMEN

FROM: Chief Douglas P. Bracy

RECOMMENDATION: To allow the transfer of \$22,266.24 from the capital police vehicle account to The Irwin Zone for the purchase of one (1) 2011 Ford Crown Victoria police vehicle.

PROPOSED MOTION: I move to accept the transfer of \$22,266.24 from the police capital vehicle account to The Irwin Zone for the purchase of one (1) 2011 Ford Crown Victoria police vehicle

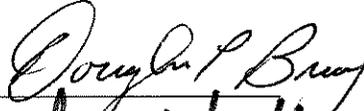
Discussion:

FISCAL IMPACT: \$22,266.24

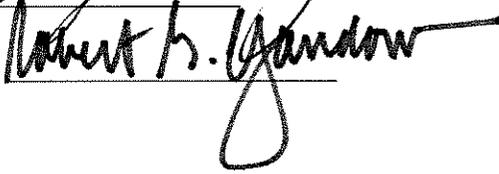
DEPARTMENT LINE ITEM ACCOUNT: Capital vehicle account

BALANCE IN LINE ITEM IF APPROVED: \$45,700.00

Prepared By: Chief Douglas P Bracy



Reviewed By: Town Manager Robert Yandow



P.O. BOX 1309 BISSON AVE.
LACONIA, NEW HAMPSHIRE 03247



603-524-4922

1-800-639-6700

www.irwinzone.com

Robert G Yandow
Town Manager, York Me.
186 York St.
York Me., 03909

Dear Mr. Yandow:

We have in our possession a 2011 Ford Crown Victoria Police Interceptor, VIN # 2FABP7BV9BX123585. This vehicle has the correct color and equipment that fits the requirements of the York Police Dept. We can offer this vehicle, with the State of Maine concession, at a price of \$22266.24. This vehicle can be delivered immediately.

I can be reached at steve.pouliot@irwinzone.com, or at my direct line, 603-581-2945. I appreciate your time and look forward to working with your municipality.

Sincerely,

Steve Pouliot
Fleet/Commercial Sales Manager
Irwin Motors

TOYOTA
everyday



LINCOLN
Mercury



TOWN OF YORK, MAINE

Police Department

Memorandum

Douglas P. Bracy
Chief of Police

(207) 363-4444

Mailing Address:
36 Main Street
York, Maine 03909

Facsimile
(207) 363-1035

To: Town Manager Robert Yandow
Cc: Board of Selectmen
From: Chief Douglas P. Bracy *DB*
Date: August 16, 2011
Re: Cruiser Purchase

As some of you may be aware of discussions that I had during the budget preparation process for the 2011/2012 budget, I advised both the Board of Selectmen and the Budget Committee of the uncertainty of the market going forth in regards to the replacement of patrol cruisers for the department. We have been lucky that the Ford Crown Victoria police package has been available as long as it has been without significant changes to the size or style. Unfortunately, Ford is in the process of redesigning their police package for 2012 and the Crown Victoria model will be phased out. The new Ford will be front wheel drive and will be considerably different in size and shape requiring us to purchase new accessory equipment to accommodate the difference in size. Currently the production schedule of the new police package has been delayed 3-4 months and new units will not be available until spring or summer of 2012. The new vehicle is predicted to be \$2,000 - \$3,000 more expensive and will require us to investment another \$1,000- \$2,000 in replacement equipment.

Having these facts in mind I am asking the Board of Selectmen to authorize me to purchase the new 2011 Ford Crown Victoria police package offered by The Irwin Zone for the price of \$22,266.24. Irwin offered the vehicle below the state bid price offered by Quirk Ford. This purchase will save the Town money in the long run as the new vehicles regardless of make will be substantial more. It will give us another six months to a year to watch the market to make better long term decisions based on someone else's experiences. This will not be an additional unit to the fleet as it will be held until the need to replace a current patrol unit is appropriate.

Thank you for your consideration. Any questions or concerns please feel free to call me at 363-1031.

***Committed
to excellence***



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session	
Subject: Geotechnical Proposal From SW Cole for Police Station and Connector Road Projects	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Award Explorations and Geotechnical Services Contract to SW Cole Engineering, Inc.
PROPOSED MOTION: I move to award the Explorations and Geotechnical Services Contract to SW Cole Engineering, Inc. in an amount not to exceed \$12,790.00.

Discussion: Acting as the town's agent, SMRT solicited proposals for Geotechnical and Environmental Engineering Services necessary for the Police Station and Connector Road projects. Four proposals were received as a result of the solicitation. On the attached spreadsheet you will observe that Terracon was the low bidder for these services at a price of \$12,510.00. You will also notice that Terracon would conduct a total of 35 probes/borings at this price. SW Cole Engineering was the next lowest bidder at a price of \$12,790.00, a difference of \$280.00. SW Cole would conduct a total of 73 probes/borings for their price which is an additional 38 borings/probes over Terracon. Based on the additional work to be completed by SW Cole, SMRT has recommended to the town that SW Cole be awarded the contract. The \$12,790.00 contract price includes \$2,200 for a Phase I Environmental Site Assessment which is required for this project. The Municipal Building Committee is in favor of awarding the contract to SW Cole.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared By: Robert M. Gannon

Reviewed By: _____

Request for Proposal

York Public Safety Building and Route 1/York Beach Connector Road

Geotechnical and Environmental Engineering Services

Introduction

The Town of York is soliciting proposals for Geotechnical and Environmental Engineering services on the proposed York Public Safety Building and Route 1/York Beach Connector Road project. The selected firm will provide assistance with establishing criteria for the design of embankments, foundations for site improvements, paving, building foundations, and building slab-on-grade systems as depicted on the enclosed site plans and undertake a Phase I Environmental Assessment on the project site. Proposal forms and instructions are included at the end of this document.

Scope of Work

A. Geotechnical Engineering Services

The Geotechnical Engineer shall prepare reports in accordance with the items identified below:

1. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488, but the classification for final logs shall be based on field information, plus results of tests, plus further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports.
2. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
3. Identify the ASTM standards or other recognized standard sampling and test methods utilized.
4. Provide a plot plan giving surveyed locations of test pits, probes or borings.
5. Provide a bedrock surface plan based on probes placed a minimum of 50' on center in the building area as shown on the attached plans.
6. Provide a bedrock surface plan based on probes placed a minimum of 50' on center across the proposed Right-of-Way at the following road stations;
STA 0+00 - STA 1+50,
STA 3+50 - STA 5+50,
STA 14+50 - STA 16+50,
STA 29+50 - STA 30+50,
STA 44+00 - STA 46+50,
7. Provide vertical sections for each test pit, probe or boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions.

8. Describe the existing surface conditions and summarize the subsurface conditions.
9. Report all laboratory determinations of soil properties.
10. Estimate potential variations in elevation and movements of subsurface water due to seasonal influences

The Geotechnical Engineer will be responsible for establishing the program for on-site and laboratory testing as required to develop design and construction criteria for the structures and conditions identified below. The Geotechnical Engineer shall analyze the information developed by investigation or otherwise available to the Geotechnical Engineer, including those aspects of the subsurface conditions that may affect design and construction of proposed structures, and shall consult with the Project Architect (SMRT) on the design and engineering requirements of the Project. Based on such analysis and consultation, the Geotechnical Engineer shall submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not necessarily limited to the items identified below:

1. Foundation support of building and site improvement structures and slabs, including bearing pressures, bearing elevations, description of recommended foundation types, foundation design recommendations and anticipated settlement.
2. Anticipation of, and management of, groundwater including depth and expected range of variation.
3. Recommendations for subsurface drainage at site improvements, footings and beneath slabs-on-grade.
4. Recommendations for fill materials to be used on site including gradations, thickness, and levels of compaction for material placed under slabs, under pavements, under site improvements, in utility trenches, structural fill under footings, and for backfill.
5. Subgrade modulus for design of pavements and slabs.
6. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering.
7. Recommendations for stability of slopes, including embankment slopes during excavations and fill operations.
8. Recommended classification of Soil Profile Type for seismic design in accordance with ASCE 7-05, Minimum Design Loads for Buildings and Other Structures.
9. Evaluation of the potential for liquefaction and surface rupture due to faulting or lateral spreading.
10. Recommended equivalent fluid pressures for walls where uneven backfill on opposite sides is required.
11. Frost penetration depth and effect.
12. Analysis of the effect of weather or construction or both on soil during construction.
13. Recommendations for the control of water vapor transmission through interior slabs-on-grade.
14. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or the presence of gas.

15. Evaluation of depth of material requiring rock excavation and recommended methods of removal, including recommended maximum peak particle velocity for ground vibration for rock excavation at close proximity to existing structures.

In addition to the materials identified above, the Geotechnical Engineer shall submit the following information to the Owner:

1. Subsurface study program, including a layout of all proposed borings, test pits, probes and monitoring wells.
2. Identification of all laboratory tests proposed.

Provide three copies of the Geotechnical Report, including logs and other attachments. It is understood that the Architect may make and distribute copies of the reports, including boring logs, as necessary in connection with proposed Project without incurring obligation for additional compensation.

Property lines and means of access to the properties are described on the enclosed site plan. The site is not actively being used, with the exception of the York Wild Kingdom gravel parking lot (seasonally) in the northeasterly portion of the property. Arrangements for site access are to be established through the Owner.

The Geotechnical Engineer shall be responsible for all survey information required to perform the work of this contract. However, the Owner is arranging for a topographic survey to be performed for the building/site area and for the entire connector road corridor. The Geotechnical Engineer may coordinate with the Owner's surveyor to obtain the required information.

The attached site plan is provided as a representation of the embankments, site improvements, paving and buildings to be located on the site. The locations and footprints are currently being finalized. Some deviation from the specific configurations shown on the plans is possible.

The location and depth of explorations proposed shall be described on a sketch accompanying your proposal. If you find it necessary to change the location or depth of any of these proposed explorations, SMRT shall be notified and a new location or depth shall be agreed upon between SMRT and the Geotechnical Engineer.

Drilling and sampling will be performed in accordance with current applicable ASTM standards and other standards, including but not limited to, ASTM standards D1586, D1587 and D2113. Samples shall be preserved and field logs prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. Exploration methods shall be as determined by the Geotechnical Engineer and shall be subcontracted by the Geotechnical Engineer.

The Geotechnical Engineer shall contact the Owner's Representative, to be identified by the Owner, and all utility companies for information regarding buried utilities and structures; shall take all reasonable precautions to prevent damage to property both visible and concealed; and shall reasonably restore the site to the condition existing prior to entry. Such restoration shall include, but not be limited to, backfilling of subgrade explorations, patching of slabs and pavements, and repair of lawns and plantings.

The Geotechnical Engineer shall include a schedule identifying dates of borings, testing, and completion of the final report. The investigation specified herein shall be completed and the logs, reports and supporting materials delivered to the Owner within 14 calendar days after completion of all field and laboratory testing. In the event of any delay from the proposed schedule, the Geotechnical Engineer shall, at the time of the delay, inform the Owner of the cause of delay.

B. Environmental Engineering Services

1. The Town of York recently purchased two properties for this project and is in the process of purchasing a third. As part of these services, the selected firm shall perform a Phase 1 Environmental Site Assessment on the three parcels in accordance with ASTM E1527-00 Standard Practice for Environmental Site Assessments.

C. General

1. All services shall be performed by qualified personnel under the supervision of a Licensed Professional Engineer. All reports shall bear the seal of a Licensed Professional Engineer.
2. All reports shall be made on white paper, 8 1/2 by 11 inches, suitable for photocopying and bound in booklet form.
3. Invoicing for geotechnical/environmental engineering services provided to the project will be monthly and submitted to the Owner for payment within 30 days. Further, invoicing shall be submitted in two parts: One for the Public Safety Building and one for the Connector Road in a split to be established by the Owner.
4. The Geotechnical Engineer shall hold the proposal open for acceptance by the Owner for a period of 30 calendar days after the date of submittal to the Owner.

Proposal Instructions

Please address your proposal to the Owner c/o SMRT, Inc.:

Mr. Robert Yandow, Town Manager
Town of York
C/o Cathy Streifel
SMRT, Inc.
P.O Box 618, 144 Fore Street
Portland, Maine 04104

Submit your proposal by completing the attached form and attaching the required supporting information as described below. The proposal form shall identify a lump sum fee for direct charges by your firm and an estimate of subcontractors' costs for all services described herein. The lump sum fee shall include the cost of all materials, apparatus, labor and associated expenses required to perform the services identified in this request for proposal. Also, include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions. **Include with your proposal the following information:**

1. Brief summary of firm capabilities, including work on similar projects. **Please include qualifications and experience with test wells and analysis for use in geothermal heat systems.**
2. Resumes of key personnel anticipated to work on the project.
3. An estimated schedule for completion of the described scope of work (assume a project award date of August 1, 2011).
4. A schedule of rates for any work outside the scope of services described above.
5. A list of all insurance coverages in effect on the date of this proposal. This list shall identify the type of coverage, the name of the insurer, the limit of liability and the date of expiration of the applicable policy(ies).
6. Two client references from recent projects.

The following selection criteria will be used by the Town of York to assess the proposals;

1. Firm qualifications and experience
2. Qualifications of key personnel
3. Firm references
4. Project schedule
5. Cost of services

The Town of York reserves the right to waive any informalities in or to reject any or all bids submitted. The Town of York reserves the right to negotiate the scope and fee for the work with the selected party.

Questions or clarifications: All questions regarding this request for proposal must be received on or before 4pm on Thursday 14th July 2011 and should be directed in writing to:

Cathy Streifel
SMRT Inc.
P.O Box 618, 144 Fore Street
Portland, Maine 04104
cstreifel@smrtinc.com

Submission Deadline: All proposals are due by 5pm on Monday 18th July, 2011. Proposals received after the deadline will not be accepted.

List of Attachments

Property Location Sketch

Concept Site Plan, dated March 2011

York Police Station Drive Road Plan and Profile (3 Sheets), dated December 10, 2010

Proposal Form for Geotechnical and Environmental Engineering Services

Date:
Project: York Police Station
A/E Project No.: 06122-00

Proposer: _____

To:
Mr. Robert Yandow, Town Manager
Town of York
C/o Cathy Streifel
SMRT, Inc.
P.O Box 618, 144 Fore Street
Portland, Maine 04104

Having carefully examined the Request for Proposal - York Public Safety Building and Route 1/York Beach Connector Road - Geotechnical and Environmental Engineering Services for the site associated with the York Police Station project, and associated attachments, we the undersigned propose to provide all equipment, materials, labor and associated expenses necessary for and reasonably incidental to the Geotechnical and Environmental Engineering investigations, analyses and reports described therein for the sum of:

Signed By: _____
Name Title Date

11-0621 E

August 17, 2011

Mr. Robert Yandow, Town Manager
Town of York
C/O Cathy Streifel
SMRT, Inc.
P.O. Box 618
144 Fore Street
Portland, ME 04104

Subject: Proposal
Phase I Environmental Site Assessment
1051 US Route 1
York, Maine

Dear Mr. Yandow:

S. W. COLE ENGINEERING, INC. (SWCE) has prepared this Proposal to provide a Phase I Environmental Site Assessment (ESA) of the property at 1051 U.S. Route 1, in York, Maine. According to the Town of York GIS map, the property is split into two properties (but consist of one parcel ID number). Both of the properties are located east of U.S. Route 1, with the larger of the two properties located south of Wild Kingdom Road with an irregular rectangle type shape. The smaller of the two properties is located north of Wild Kingdom Road with a triangle shape. The parcel encompasses approximately 55.9 acres and is designated for the Town of York as old parcel ID 0094-0077, new parcel ID 134-101. We understand that the parcel does not have any structures, even though the GIS tax map shows that there is a structure located on the western portion of the larger property.

PURPOSE

We will conduct the Phase I ESA to provide an indication of the potential for environmental contamination by petroleum and hazardous substances from current and previous uses of the Site and adjoining properties.

SCOPE OF SERVICES

Records Review – We understand that Client will provide us with copies of documents related to the Site, if available, including aerial photographs, copies of plans, maps, environmental liens, deeds, surveys and appraisals.

We will conduct our ESA scope of services using ASTM E 1527-00: *Phase I Environmental Site Assessment Process* as guidance. Our scope of services will include the following components: records review, interviews with persons familiar with the Site, a reconnaissance of the Site and preparation of a written report. We describe these components in the following outline:

Standard Environmental Records – We will obtain the following environmental government records for the subject property and facilities within the noted approximate minimum search distances (AMSD) from the subject property. We will collect database information and records, or we will subcontract the environmental records search to FirstSearch Technology Corporation (FirstSearch) of Norwood, Massachusetts. We may also review selected Maine Department of Environmental Protection (MeDEP) files (spill reports, UST records, etc.) at the MeDEP office in Augusta, Maine, if necessary.

Environmental Protection Agency (Boston, MA)

- NPL Sites (1.0 Mile AMSD)
- CERCLIS Sites (0.5 Mile AMSD)
- CERCLIS NFRAP Sites (0.5 Mile AMSD)
- RCRA Generators (Site and Adjoining Properties)
- RCRA TSD CORRACTS Facilities (1.0 Mile AMSD)
- RCRA TSD Non-CORRACTS Facilities (0.5 Mile AMSD)
- Institutional Control/Engineering Control (IC/EC) Registries (Site Only)
- ERNS (Site Only)

MeDEP Bureau of Remediation and Waste Management (BRWM)

- Registered Underground Storage Tanks (UST - Site and Adjoining Properties)

- Spill Sites (LUST Equivalent - 0.5 Mile AMSD)
- State Sites (NPL/CERCLIS State Equivalent - 1.0 Mile AMSD)
- Voluntary Response Action Program/Brownfield Sites (0.5 Mile AMSD)
- IC/EC Sites (Site Only)
- Solid Waste Landfills (0.5 Mile AMSD)

Physical Setting

Maine Geological Survey

- Sand and Gravel Aquifer Maps
- Surficial Geologic Maps
- Bedrock Geologic Map of Maine

Natural Resources Conservation Service

- Soil Survey Maps

United States Geological Survey

- Topographic Maps

U.S. Fish & Wildlife Service

- National Wetlands Inventory On-Line Mapping/Data

Historical Use Information

Aerial Photographs – We will review historic aerial photographs, if available, obtained from the following sources:

- York Municipal Offices
- SWCE Library
- Maine Aerial Photography Website
- FirstSearch Technology Corporation

Town of York Municipal Offices

- Assessment Records
- Code Enforcement Files

York County Registry of Deeds (Alfred, Maine)

- Maps Showing the Site
- Deeds from 1950s to the Present

FirstSearch Technology Corporation

- Sanborn Fire Insurance Maps

Public Libraries (if needed)

- Books Detailing Site History
- Street Directories

Interviews – We will conduct interviews with persons knowledgeable about the Site, including owners and/or users of the property and local officials, regarding:

- Current and historic uses of the Site and adjacent properties
- Presence of possible recognized environmental conditions on the Site or adjacent properties such as underground storage tanks and petroleum or hazardous substances use or releases
- Present and past Site conditions
- Information regarding facility heating/cooling systems, waste disposal, sewage disposal and potable water source
- Existence of helpful documents such as property deeds, environmental liens and previous environmental site assessment reports

Site Reconnaissance – We will make a visit to the Site. We will note the locations of Site features and take photographs to support our observations of environmental conditions. We will not include lead paint testing, asbestos containing materials testing, radon testing, a biological pollutants survey, or a wetlands evaluation as part of the scope of services.

Report – We will submit a written report that will present our findings, conclusions, and supporting documents. The report will include color copies of photographs showing Site



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August 17, 2011

features, and a sketch or plan depicting the locations of specific environmental conditions.

SCHEDULE

We anticipate that our report will be available within 3 weeks of receiving written authorization to proceed with the services.

BUDGET AND COMPENSATION

S. W. COLE ENGINEERING, INC. will charge a lump sum of \$2,200 for the Phase I ESA services outlined above.

TERMS AND CONDITIONS

It is understood that services provided by S. W. COLE ENGINEERING, INC. are subject to our Terms and Conditions included as Attachment B of our Geotechnical Proposal dated August 15, 2011. To confirm our understanding, please sign two copies of this revised Agreement in the space provided below and return one for our files. The signed contract will constitute our agreement for the work.

Sincerely,

S. W. COLE ENGINEERING, INC.

Brian W. Warner, P.G.
Geologist

Chad B. Michaud, P.E.
Senior Geotechnical Engineer

CONTRACT ACCEPTANCE

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

FIRM: _____

DATE: _____

TEL:/FAX: _____

Town of York Police Department - Public Safety Building
Proposal Summary

Geotechnical Proposals

Company	Summit	Terracon	GZA	SW Cole
1. Firm qualifications and experience	Yes	Yes	Yes	Yes
1a. Geothermal experience	Yes	Yes	Yes	Yes
2. Qualifications of key personnel	Yes	Yes	Yes	Yes
3. Firm references	No	Yes	Yes	Yes
4. Project schedule	4 weeks	field plus 2 weeks	6 weeks	4 weeks
5. Cost of services	15000	12510	21700	12790

Exploration Program	Summit	Terracon	GZA	SW Cole
Building Footprint	6 Borings, 3 test pits.	13 borings/probes	4 borings	50 explorations total at site
Garage Building	1 boring, 1 test pit		1 boring	incl. in 50
Parking Lot	3 borings, 3 test pits		22 probes	incl. in 50
Roadway	23 test pits	22 probes/borings	20 probes	23 auger probes
Total	10 borings, 30 test pits	30 probes/borings	47 probes/borings	73 probes/borings

Summit Qualified staff, geothermal investigation experience. No references listed. Previous experience with SMRT.

Terracon Qualified staff, geothermal investigation experience. References listed for contact. No known previous experience with SMRT.

GZA Qualified staff, geothermal investigation experience. References listed for contact. State willingness to work with design team to optimize elevations and hence minimize ledge removal. Comprehensive scope of work includes observation wells for groundwater. No survey included. Previous experience with SMRT, both staff and company.

SW Cole Qualified staff, geothermal investigation experience. Most extensive exploration program. State preliminary results available early. References listed for contact. Extensive previous experience with SMRT.

11-0621 S

August 17, 2011

Mr. Robert Yandow, Town Manager
Town of York
C/O Cathy Streifel
SMRT, Inc.
P.O. Box 618
144 Fore Street
Portland, ME 04104

Subject: Proposal
Explorations and Geotechnical Engineering Services
Proposed York Public Safety Building and Route 1
/ York Beach Connector Road
York, Maine

Dear Mr. Yandow:

As requested, we have prepared this Proposal to conduct explorations and geotechnical engineering services for the proposed York Public Safety Building and Route 1 / York Beach Connector Road in York, Maine. The purpose of our work is to explore subsurface conditions at the site and provide recommendations for foundation design and earthwork relative to the proposed construction.

EXISTING SITE CONDITONS AND PROPOSED CONSTRUCTION

We understand a site located between Route 1 and Ridge Road has been selected for the proposed York Public Safety Building. The site is located south of York's Wild Kingdom amusement park. The project site includes land that spans the full width between Route 1 and Ridge Road and encompasses 55.9 acres. The overall site is primarily wooded with topography varying up and down from as low as elevation 12± feet near Ridge Road to as high as elevation 50± feet approaching Route 1. The area for the new public safety building is located about 800 feet west of Ridge Road. The topography in the area of the public safety site varies from about 12 to 20 feet. This area is moderately wooded.

Proposed development includes construction of a connector road from Route 1 to Ridge Road that totals about 4,600 linear feet. The new public safety facility will consist of a main police station building covering a plan area of about 19,000 square feet and a storage garage building covering a plan area of about 3,500 square feet. The buildings will be surrounded by paved parking and access roads. Proposed site grading is not available at this time. However, for the purpose of this proposal, we have assumed that cuts and fills will be less than about 5 feet.

ANTICIPATED SUBSURFACE CONDITIONS

Based on experience in the general site vicinity and published surficial soils information, the site is likely underlain by a thin layer of glacial till overlying shallow bedrock with the potential for abundant bedrock outcrops. Soils mapping of the site shows a marsh deposit, which can consist of silt, clay, muck, and peat, crossing the eastern portion of the overall property, east of the proposed public safety building site.

SCOPE OF SERVICES

Our scope of work will follow the requirements of the Request for Proposal (RFP) received from SMRT on July 6, 2011, Addendum No. 1 dated July 13, 2011, and our response to the RFP dated July 18, 2011. S. W. COLE ENGINEERING, INC. will coordinate an exploration program consisting of a total of about 73 explorations as described below.

- Proposed Public Safety Building Site: A total of about 50 explorations made to refusal or to 15 feet below existing ground surface, whichever is shallower. The explorations will be performed on a general 50-foot on-center spacing across the proposed building and pavement areas. About 12 of these explorations will consist of test borings with Standard Penetration Testing (SPT) performed to obtain soil samples at 5-foot intervals. The remaining explorations will consist of auger probes to determine the depth to refusal (i.e. probable bedrock). A sketch depicting proposed exploration locations is attached to this proposal.
- Select Stationing Along Proposed Connector Road: A total of about 23 auger probes at 5 select stationing intervals made to refusal or to 15 feet below existing ground surface, whichever is shallower. Station outlined in the Request for

Proposal includes; 0+00 to 1+50, 3+50 to 5+50, 14+50 to 16+50, 29+50 to 30+50, and 44+50 to 46+50. The probes will be performed at 50-foot spacing along the proposed centerline of the road alignment.

S. W. COLE ENGINEERING, INC. will mark the exploration locations at the site utilizing available survey data provided by the Client and a mapping grade GPS unit with control coordinates provided by SMRT. The drilling contractor will notify DigSafe to mark certain public utilities. We request that the Client (or Clients Representative) notify us of any on-site private utilities. Neither S. W. COLE ENGINEERING, INC. nor its subcontractor are responsible for damages or consequential damages to subsurface utilities that are not brought to our attention prior to drilling.

A geotechnical engineer or geologist will monitoring the explorations, document soil descriptions, strata, indications of water, and refusal depths.

We will provide laboratory testing including grain size analyses, moisture content and sulfate, chloride, and pH testing on up to 3 representative soil samples obtained at the public safety site. We will make a geotechnical evaluation of the findings as they relate to the proposed construction.

Reporting, evaluation, and analysis will include the following:

- Description of subsurface findings
- Discussion of laboratory tests and results
- Depths to groundwater and refusal (as encountered)
- Discussion of applicable foundation type
- Design parameters for spread footing foundations (as applicable)
 - Allowable bearing capacity
 - Lateral earth pressure coefficients
 - Post-construction settlement estimates
- Slab-on-grade preparation and subgrade modulus parameters
- Considerations for control of water transmission through slabs-on-grade
- Frost protection recommendations

- Seismic Site Classification per ASCE 7-05 (N-value method)
- Evaluation for seismic induced liquefaction
- Foundation and subsurface drainage recommendations
- Backfill and compaction recommendations
- Discussion of re-use suitability of existing site soils
- Excavation considerations
 - General dewatering
 - Soil excavation
 - Bedrock excavation
- Interpretive bedrock surface contour plans for the public safety site and the select stations along road alignment (2 foot contours)
- Soil corrosion considerations
- Weather considerations
- Considerations for stability of proposed embankment slopes
- Pavement recommendations at public safety site

Our findings and recommendations will be presented in a written report. An exploration location plan (base plan provided by SMRT), exploration logs, and laboratory test results will be attached to our report.

SCHEDULE

Provided that authorization to proceed is given on August 1, 2011, we can perform the exploration work during the week of August 8, 2011. Our report will be available within 2 weeks of the completion of the exploration work. We can provide preliminary information following the completion of the exploration work.

BUDGET AND COMPENSATION

S. W. COLE ENGINEERING, INC. will charge a lump sum fee of \$5,600 for our firm's efforts with exploration coordination, observation of 3 days of explorations, engineering services, and report preparation.



11-0621 S
August 17, 2011

We estimate exploration work will require 3 days to complete at the following cost:

Test borings (includes drill crew and selective tree cutting) (3 days at \$1,580 per day)	\$4,740
<u>Mobilization/Demobilization</u>	<u>\$ 250</u>
<i>TOTAL</i>	<i>\$4,990</i>

TERMS AND CONDITIONS

It is understood that services provided by S. W. COLE ENGINEERING, INC. are subject to our attached Terms and Conditions. To confirm our understanding, please sign two copies of this Proposal in the space provided below and return one for our files.

We look forward to being of assistance to you with this project.

Very truly yours,

S. W. COLE ENGINEERING, INC.

Chad B. Michaud, P.E.
Senior Geotechnical Engineer

CONTRACT ACCEPTANCE

BY: _____

TITLE: _____

FIRM: _____

TELEPHONE: _____

DATE: _____



S. W. COLE ENGINEERING, INC. TERMS & CONDITIONS

The following Terms and Conditions, together with the attached Proposal constitute the terms of the agreement between S. W. COLE ENGINEERING, INC. ("SWCE") and the party that authorizes performance of services ("Client") with respect to the performance of any services.

1. Scope of Services

SWCE shall perform the services described in the attached Proposal/Agreement.

2. SWCE's Responsibility

- 2.1 Perform services in accordance with the attached Proposal/Agreement.
- 2.2 Perform services in a manner that is consistent with others performing similar work in the geographic area at the time services are rendered.
- 2.3 Comply with federal, state and local laws in so far as applicable to the services contemplated under this Agreement.
- 2.4 Maintain professional licenses necessary for the performance of services.
- 2.5 Inform Client of changes in conditions or circumstances that could impact the cost or timing of services.
- 2.6 Pay all applicable employment taxes and benefits for SWCE's employees.

3. Client Responsibilities

- 3.1 Furnish to SWCE, as needed for performance of SWCE's services, the following:
 - 3.1.1 any existing data, including, without limitation, borings, probings and subsurface explorations, environmental reports, laboratory tests and other data relative to design or construction of the project;
 - 3.1.2 property, boundary, easement, right-of-way, topographic and utility surveys, and property descriptions.

Client acknowledges that SWCE has the right to reasonably rely on information provided.

- 3.2 Give prompt written notice to SWCE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of SWCE's services.
- 3.3 Arrange for SWCE, its agents and representatives to have safe access to the site and buildings thereon, and other locations as required, at reasonable times throughout the performance of the services.
- 3.4 Acknowledge that SWCE is a corporation and agree that any claim made by the Client arising out of any act or omission of any officer or employee of SWCE in the execution or performance of this Agreement, shall be made against SWCE and not against such officer or employee.

4. Insurance

SWCE maintains worker's compensation insurance of a form and in the amount required by state law. SWCE maintains general liability, automobile liability and professional liability coverage. Certificates for insurance coverage will be provided to the Client upon request and SWCE will promptly notify the Client of any impending change in coverage. SWCE shall comply with Client's reasonable requests for special endorsements, additional limits, additional coverages, et al., providing these are available to SWCE, and Client remunerates SWCE for the cost thereof.

5. Engagement of Laboratories and Others

If so requested or agreed by the Client, SWCE will engage the services of laboratories, drillers, testing firms, subconsultants, or third-parties to perform suitable aspects of the services. Invoices for such third-party services will be reviewed for accuracy and completeness by SWCE. If acceptable, payment to these third-parties will be made directly by SWCE. SWCE will recommend the use of such



third-parties with reasonable care but does not guarantee their services and will not be liable for their errors or omissions.

6. Billing and Payment

- 6.1 The Client shall pay SWCE in accordance with the rates and charges set forth in this Agreement or otherwise agreed upon. SWCE will generally submit invoices for services rendered and expenses incurred during the previous period on a four (4) week periodic basis. For projects billed at unit rates, reimbursable expenses (e.g., mileage, tolls, lodging, supplies) will be invoiced at cost plus 5 percent; subcontracted services (e.g., explorations or laboratory testing) will be invoiced at cost plus 15 percent; and a communication fee covering charges associated with postage, report materials, telecommunication costs and other communication-related costs will be charged at a rate equal to 4.5 percent of the invoice amount.
- 6.2 Payment will be due upon receipt of SWCE's invoice. Payments due SWCE and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum). In the event that SWCE is compelled to take action to collect past due payments, the Client will reimburse SWCE for all cost and expenses of collection, including without limitation all court costs and reasonable attorney's fees.
- 6.3 Should it be necessary to engage the services of specialized consultants or companies, this will be done with the Client's approval.
- 6.4 If the scope of the project or of SWCE's services is changed materially, the amount of compensation shall be equitably adjusted between the Client and SWCE.
- 6.5 If the project is suspended or abandoned in whole or part, SWCE shall be compensated for all services performed prior to receipt of written or oral notice from the Client of such suspension or

abandonment, together with other expenses then due and project closeout costs. If the project is resumed after being suspended for more than three (3) months, SWCE's compensation shall be equitably adjusted between the Client and SWCE.

- 6.6 No deductions shall be made from SWCE's compensation on accounts or sums withheld from payments to contractors, nor shall payment to SWCE be contingent upon financing arrangements or receipt of payment from any third party.
- 6.7 If the Client fails to make payment when due SWCE for services and other expenses, SWCE may, upon seven (7) days' written notice to Client suspend performance of services under this Agreement. Unless payment in full is received by SWCE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, SWCE shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

7. Ownership of Instruments of Service

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory and field test data, estimates, and similar documents and materials (other than samples) prepared by or for SWCE as instruments of service are SWCE's property. SWCE shall retain these instruments of service for three (3) years following submission of project deliverables, during which period SWCE's instruments of service will be made available for Client's review at any reasonable time. If Client wants SWCE to retain instruments of service for a longer period, Client shall notify SWCE in writing before expiration of the retention period otherwise prevailing. Client shall remunerate SWCE for additional storage at a fee agreed to by SWCE and the Client.

8. Limitation of Remedies

Client and SWCE have discussed the risks and rewards associated with this project, as well as SWCE's fee for services. Client and SWCE agree to allocate certain of the risks so that, to the fullest extent permitted by law,



SWCE's total aggregate liability to Client is limited to \$50,000.00 or the fee of SWCE, whichever is greater for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement based on any cause or under any theory of liability. Such causes or legal theories include, but are not limited to, SWCE's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, and claims for indemnification or contribution. It is intended by the parties that this provision shall apply to the obligations set forth in Paragraph 10 of this Agreement. Client further expressly agrees that unless otherwise mutually agreed to in writing by both parties, all subsequent work performed by SWCE on behalf of Client concerning the property covered by this Agreement will be pursuant to an addendum to this Agreement. This Limitation of Remedies clause will extend to, and applies to, all subsequent work performed by SWCE for Client for this property.

In the event Client does not wish to limit SWCE's liability for this work, or subsequent work done under this project number, to the greater of \$50,000 or SWCE's fee, SWCE may agree to a higher limitation of remedy if the parties mutually agree in writing to an increase in SWCE's fee because of the higher risk SWCE may assume.

9. Subsurface Risks

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel who function in accordance with a professional standard of practice, may fail to detect certain conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that SWCE inferred to exist between sampling points may differ significantly from those that actually exist. The Client will not hold SWCE responsible for such special risks.

10. Indemnification Hold Harmless

Subject to all otherwise applicable statutes of limitations and repose, and the provisions set forth in Section 8

above, SWCE agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless for all claims, damages and causes of actions, to the extent such claims, damages and causes of action are based on or arise out of SWCE's negligent acts, errors, or omissions.

Client agrees to indemnify and hold SWCE, its directors, shareholders, employees, and assigns harmless for all claims, damages and causes of actions, against SWCE related to the performance of the services in connection with this project, unless such claims are based on or arise out of SWCE's negligent acts or omissions.

11. Construction Phase Responsibilities

When SWCE's services include the performance of any services during the construction phase of the project (including any visits to the site) SWCE shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's work nor shall SWCE have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. SWCE does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for contractor's failure to furnish and perform its (their) work in accordance with the contract documents.

If SWCE's contract with the Client so requires, SWCE shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. SWCE's review or other



actions, as described above, shall not relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

12. Delays

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under the Proposal for the specific project. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

13. Hazardous Substances

13.1 The Client warrants that the Client has informed SWCE of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the subject property.

13.2 If during the course of the investigation hazardous substances are encountered, SWCE retains the right to suspend work immediately unless SWCE and the Client agree upon amendments to the contract which include provisions for revision of the scope of services, adjustment of budget estimates, and revised

terms and conditions. If an amended Agreement is not made between the Client and SWCE within seven (7) days of SWCE's notice of suspension of work, further work under the contract will be terminated. The Client shall pay all fees and charges incurred under the provisions of the proposal through the date of termination.

13.3 The Client agrees to compensate SWCE for the cost of decontamination of equipment, replacement of equipment, or other costs incident to the discovery of hazardous substances.

13.4 The Client agrees that samples, drill cuttings and other objects containing hazardous substances are not the responsibility of SWCE. The Client agrees that the contaminated samples, contaminated drill cuttings, and other contaminated materials are the responsibility of the Client, and are to be disposed of through arrangements selected and made by the Client.

13.5 The Client agrees that, in the event SWCE does not discover hazardous substances at the subject site, it is understood that SWCE cannot maintain that no hazardous substances exist at the subject site.

13.6 The Client recognizes the Client's responsibility to inform the property owner, if the property is not owned by the Client, of the discovery of hazardous substances or suspected hazardous substances. The Client further recognizes the Client's responsibility to make any disclosures of the discovery of hazardous substances or suspected hazardous substances required by law to the appropriate governing agencies.

13.7 The Client waives any claim against SWCE and agrees to defend, indemnify, and save SWCE harmless from any claim or liability for injury or loss of any type arising from:

- SWCE's discovery of hazardous substances or suspected hazardous substances, including any costs caused by delay of the project and any cost associated with



- possible reduction of the property's value.
- All consequences of disclosures made by SWCE which are required by governing law.
 - The application of a joint and several liability concept that would in any manner hold or seek to hold SWCE responsible for creating a hazardous condition or permitting one to exist.
 - Cross contamination caused by sampling.
 - SWCE's failure to detect hazardous substances through techniques consistent with other professionals performing similar services in the geographic area at the time that the services are performed.

The Client shall remain liable for and shall pay all fees and charges incurred by SWCE in defense of any such claim.

14. Biological Pollutants

SWCE's scope of work does not include the investigation or detection of the presence of any Biological Pollutants at the project site or in or around any existing or proposed structure at the site unless specifically noted in SWCE's scope of work. Client agrees that SWCE will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. In addition, Client will defend, indemnify, and hold harmless SWCE from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

15. Oral Acceptance of Agreement

This Agreement's Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between Client and SWCE, and SWCE will not initiate service without formal

agreement on Terms and Conditions set forth in this Agreement. For purposes of convenience, Client may choose to accept this Agreement orally or to orally authorize SWCE to initiate services. In that event, Client specifically agrees that, as a material element of the consideration SWCE requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to SWCE's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order or SWCE's purchase order acknowledgement form are inapplicable to this Agreement and SWCE's involvement in Client's project.

16. Miscellaneous

- 16.1 This Agreement shall be governed and construed in accordance with the laws of the State of Maine.
- 16.2 Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement or for any other purpose.
- 16.3 The Client and SWCE respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor SWCE shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.
- 16.4 This Agreement represents the entire and integrated agreement between the Client and SWCE and supersedes all prior negotiations,



representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and SWCE.

- 16.5 Where the services include subsurface explorations, the Client acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or property at the site and Client accepts that risk. Provided that SWCE uses reasonable care, SWCE shall not be liable for such alteration or damage or for consequential damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to SWCE's attention before exploration commences.
- 16.6 The proposed language of any certificates, affidavits or certifications requested of SWCE or SWCE's consultants shall be submitted to SWCE for review and approval at least fourteen (14) days prior to execution. The Client shall not request certification and/or affidavits that would require knowledge or services beyond the scope of this Agreement or beyond the professional qualifications and engineering experience of SWCE.
- 16.7 Any estimates or opinions of project or construction costs are provided by SWCE on the basis of SWCE's experience and represents its best judgment. Since SWCE has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by SWCE.
- 16.8 Samples for materials testing projects will be disposed of after laboratory test results have been reported. SWCE will dispose of all soil, rock, water, and other samples ninety (90) days after submission of SWCE's initial report. Client may request, in writing, that any such

samples be retained beyond such date, and in such case SWCE will ship such samples to the location designated by Client, at Client's expense. SWCE may, upon written request, arrange for further storage of samples at mutually agreed storage charges. SWCE will not give Client prior notice of intention to dispose of samples. SWCE will not be responsible for disposing of contaminated samples.

- 16.9 In the course of providing services to the Client, the Client may request SWCE to communicate directly with other individuals or firms involved with the project. It is understood that any such direct communication with third parties is done as a convenience to and for the sole benefit of the Client and is an extension of SWCE's services to the Client. The Client expressly agrees that SWCE's services, including these third party communications are provided for the exclusive use of the Client and the Client understands and agrees that only the Client shall have a right to rely on documents, interpretations, opinions, recommendations or conclusions provided by SWCE, or any consultation given in connection with SWCE's services. In the event that Client requests that SWCE communicate directly with a third party, including but not limited to, architects, engineers, other designers, or contractors, regarding our services or Client requests that SWCE review the designs of such third parties, Client agrees to indemnify and hold SWCE harmless from claims brought against SWCE by those third parties arising out of or related to their use of documentation or other information provided by SWCE.

K:\Contract Documents\Terms and Conditions\Terms and Conditions Rev. 2-28-11.doc



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	
Subject: Land Survey Services for Police Station and Connector Road Projects	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Award Contract to BH2M
PROPOSED MOTION: I move to award a contract for land survey services for the Police station and Connector Road projects to Berry, Huff, McDonald, Milligan, Inc. d/b/a BH2M in an amount not to exceed \$9540.00.

Discussion: Acting as the town's agent, SMRT solicited proposals for land surveying services necessary for the Police Station and Connector Road projects. Four proposals were received as a result of the solicitation. On the attached spreadsheet you will observe that BH2M was the low bidder for the survey services at \$9540.00. Based on the low bid it is recommended that BH2M be awarded the contract.

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

Prepared By: Robert M. Yandow

Reviewed By: _____

Request for Proposal

York Public Safety Building and Route 1/York Beach Connector Road

Land Survey Services

Introduction

The Town of York is soliciting proposals for Land Survey services on the proposed York Public Safety Building and Route 1/York Beach Connector Road project. The selected firm will provide assistance with establishing existing conditions information for use in design of a new Public Safety Building and the associated site improvements, access, parking and utilities infrastructure as depicted on the enclosed Concept Site Plans.

The project address is 1051 US Route 1, and includes land south of the York Wild Kingdom property from Route 1 to the westerly property line of the Craigin property on Ridge Road. A property location plan is attached.

Proposal forms and instructions are included at the end of this document.

Scope of Work

A. LAND SURVEY REQUIREMENTS

Survey requirements shall be established as indicated below.

1. Show approximate boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius, point of tangency and length of curved lines from information provided by the Town of York. Note that the southerly boundary of the easterly parcel (formerly Horn) is to be established by the final connector road alignment and will be surveyed by others. **A Standard Boundary Survey of the town owned property is not included in this scope, but may be requested from the selected Surveyor as additional services.**
2. Give approximate area in square feet if less than one acre; in acres (to the nearest 0.1 acre).
3. Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection. Show sight distances at proposed intersection locations.
4. Plot location of structures on the property. Note vacant parcels as VACANT. Describe building materials and note number of stories. Dimension perimeters in feet and decimals to .05 foot.
5. Describe fences and walls and locate them with respect to approximate property lines.
6. Show recorded or otherwise known easements and rights-of-way and identify owners (holders).
7. Note planned rights-of-way and the nature of each.
8. Note planned street widenings (if any).
9. Show individual lot lines and lot block numbers; show street numbers of buildings if available.
10. Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).
11. Show building line and setback requirements, if any.

12. Show names of all abutters, including map and lot numbers. Show roads, rights of way and intersections within 50' of the property. Show any easements, deed restrictions, covenants or other encumbrances that affect the property. Show the approximate location of property boundaries, buildings, wells, septic systems, wetland, surface waters, driveways, roads and intersections within 100' of the property.

B. TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines, or on previous turning points or benchmarks. Topographical survey requirements shall be established as indicated below.

1. A minimum of one permanent benchmark on site for each four acres at the building site and every 1000' of road, including a description and elevation to nearest .01 foot. Tie at least one benchmark at each end of the property into Maine State Plane Coordinate System.
2. Contours at 1 foot intervals; error shall not exceed one-half contour interval.
3. Spot elevations at street intersections and at 50 feet on center of curb, sidewalk and edge of paving, including centerline and far side of paving. If elevations vary from established grades, also state established grades.
4. Plotted location of structures, paving and improvements above and below ground.
5. Floor elevations and elevations at each entrance of buildings on the property, except those encroaching from the York Wild Kingdom property.
6. Utility information. The following information is to be shown based on record information and on surface evidence in abutting streets - U.S. Route 1 frontage and Ridge Road within 500 feet of proposed intersection and Caddy's Way. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to Owner approval.
7. Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property.
8. Location of fire hydrants available to the property and the size of the main serving each.
9. Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade.
10. Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catchbasins and manholes, and inverts of pipe at each.
11. Name of the operating authority, including contact person and phone number, for each utility indicated above.
12. Mean elevation of water in any excavation, well or nearby body of water.
13. Location and description of flood plains and 100-year base flood elevations of streams or adjacent bodies of water. Reference data sources used.
14. Location of test borings if ascertainable, and the elevation of the tops of holes.
15. Location of trees 24 inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English and botanical terms.

16. Perimeter outline only of thickly wooded areas unless otherwise directed.
17. Description of natural features.
18. Locate and identify wetland flags, ledge outcrops and vernal pools.
19. Show sight distances at proposed intersections.

C. GENERAL

1. The Owner has title to this property and the right of entry for this survey. The Surveyor shall contact the office of Mr. Rob Yandow, Town Manager at the Town of York to schedule site access and make the necessary arrangements.
2. All services shall be performed by qualified personnel under the supervision of a Licensed Professional Land Surveyor. All reports shall bear the seal of a Licensed Professional Engineer.
3. All drawings shall note all dimensions and elevations in imperial units at a scale of 1" = 30'. Drawing sheets shall be 24"x36" and shall indicate Magnetic North directed to the top of the sheet. A legend of all symbols and abbreviations shall be included. Boundary and topographic information shall be shown on the same drawing unless otherwise directed by the Project Architect.
4. State elevation datum on each drawing. Use National Vertical Geodetic Datum (NVGD) 1929 and give location of benchmark used.
5. Furnish to the Architect one reproducible transparency and three record prints of each drawing. The Surveyor shall sign and seal each drawing and shall state that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.
6. Provide electronic drawing in a format compatible with AutoCAD Civil 3D 2011 (including CTB file). The drawing shall include survey point data and TIN surface of existing ground. Drawing shall be set to a Georeference Coordinate System (Maine State Plane) and located using at least one georeferenced benchmark. ~~Survey point data shall also be provided in .TXT format.~~
7. Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.
8. All reports, letters, or memoranda issued with regard to this project shall be made on white paper, 8 1/2 by 11 inches, suitable for photocopying and bound in booklet form.
9. Invoicing for Land Survey services provided to the project will be monthly and submitted to the Owner for payment within 30 days. Further, invoicing shall be submitted in two parts: One for the Public Safety Building and one for the Connector Road in a split to be established by the Owner.
10. The Surveyor shall hold the proposal open for acceptance by the Owner for a period of 30 calendar days after the date of submittal to the Owner.
11. The Surveyor shall provide and maintain insurance coverage for claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of professional liability insurance that will be maintained for

protection from claims arising out of the performance of professional services. Certificates of Insurance evidencing the above coverages shall be made available at the Owner's request.

12. The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.
13. It is understood that the Owner, or the Architect on the Owner's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

Proposal Instructions

Please address your proposal to the Owner c/o SMRT, Inc.:

Mr. Robert Yandow, Town Manager
Town of York
C/o Cathy Streifel
SMRT, Inc.
P.O Box 618, 144 Fore Street
Portland, Maine 04104

Submit your proposal by completing the attached form and attaching the required supporting information as described below. The proposal form shall identify a lump sum fee for direct charges by your firm. The lump sum fee shall include the cost of all materials, apparatus, labor and associated expenses required to perform the services identified in this request for proposal. Also, include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions. Include with your proposal the following information:

1. Brief summary of firm capabilities, including work on similar projects.
2. Resumes of key personnel anticipated to work on the project.
3. An estimated schedule for completion of the described scope of work (assume a project award date of August 1, 2011).
4. A schedule of rates for any work outside the scope of services described above.
5. A list of all insurance coverages in effect on the date of this proposal. This list shall identify the type of coverage, the name of the insurer, the limit of liability and the date of expiration of the applicable policy(ies).
6. Two client references from recent projects.

The following selection criteria will be used by the Town of York to assess the proposals;

1. Firm qualifications and experience
2. Qualifications of key personnel
3. Firm references
4. Project schedule
5. Cost of services

The Town of York reserves the right to waive any informalities in or to reject any or all bids submitted. The Town of York reserves the right to negotiate the scope and fee for the work with the selected party.

Questions or clarifications: All questions regarding this request for proposal must be received on or before 4pm on Thursday 14th July 2011 and should be directed in writing to:

Cathy Streifel
SMRT Inc.
P.O Box 618, 144 Fore Street
Portland, Maine 04104
cstreifel@smrtinc.com

Submission Deadline: All proposals are due by 5pm on Monday 18th July, 2011. Proposals received after the deadline will not be accepted.

List of Attachments

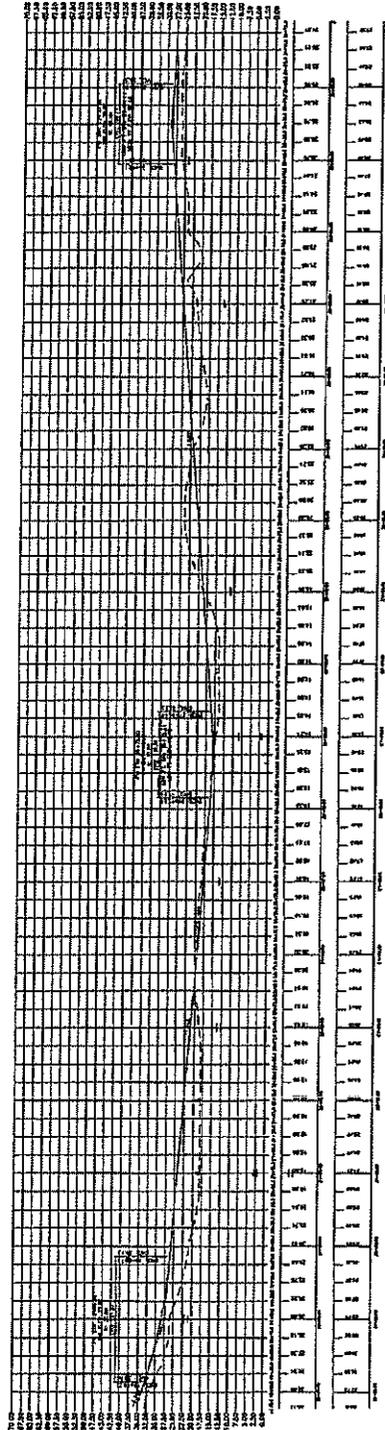
Property Location Sketch

Concept Site Plan, dated March 2011

York Police Station Drive Road Plan and Profile (3 Sheets), dated December 10, 2010



PLAN
 STA 18+00 to STA 37+00
 1" = 50'



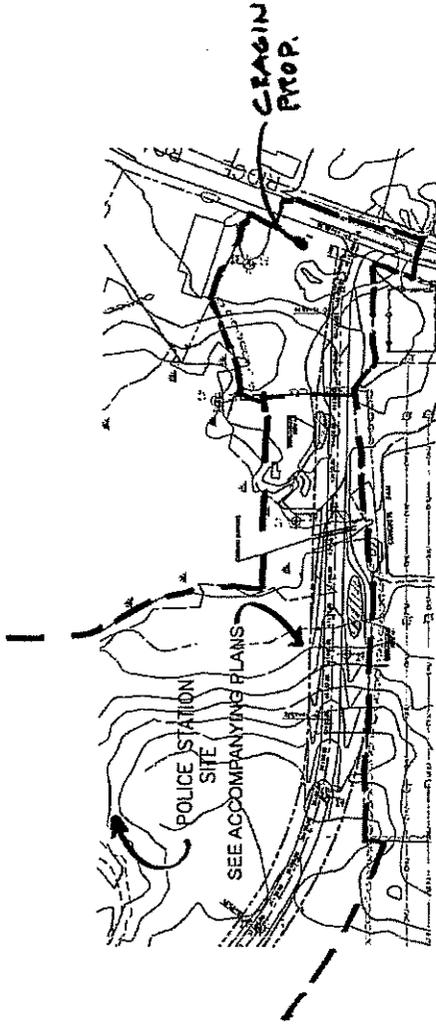
PROFILE
 STA 18+00 to STA 37+00

December 2010

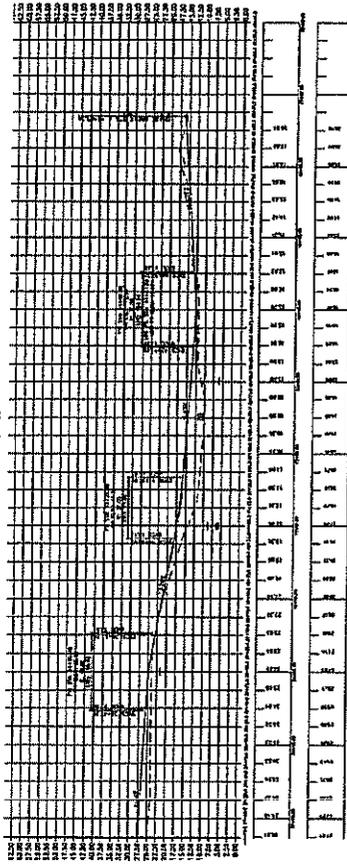
Road Profile

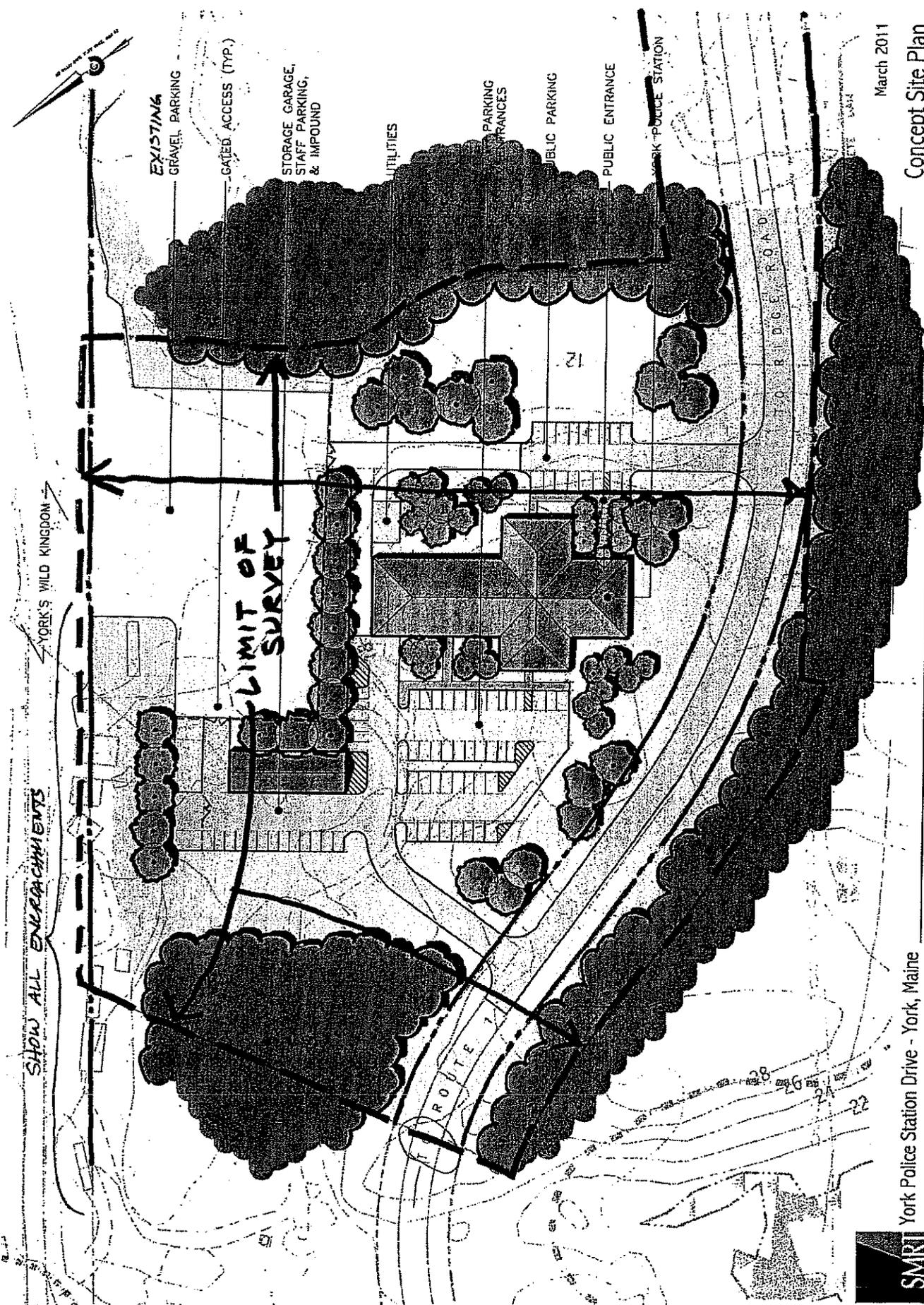
SMIRI York Police Station Drive - York, Maine





PLAN
STA 37+00 to STA 47+79.82
1"=50'



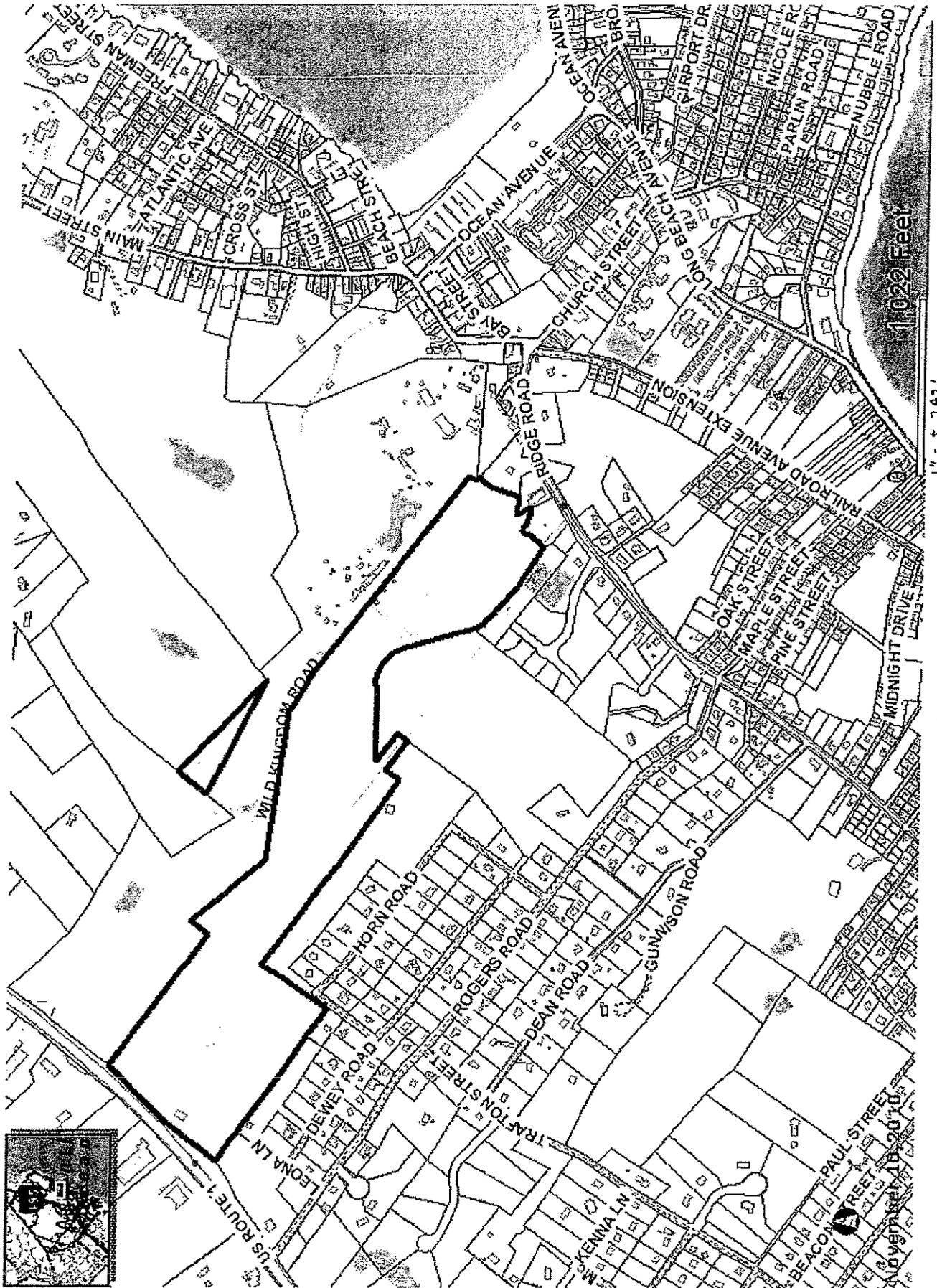


March 2011

Concept Site Plan

York Police Station Drive - York, Maine





PROJECT LOCATION
SKETCH

1" = 3742'

TAX MAP 13A-101



ARCHITECTURE ENGINEERING PLANNING INTERIOR DESIGN COMMISSIONING

ADDENDUM NO. 1

To

LAND SURVEYING REQUEST FOR PROPOSAL (RFP)

for York Public Safety Building and Route 1/York Beach Connector Road, York, Maine

Date: July 14, 2011

SMRT Project No.: 06122

Proposers shall acknowledge receipt of this addendum upon receipt by email to cstreifel@smrtinc.com.

PART I - QUESTIONS/ANSWERS/INFORMATION RELATING THE PROJECT:

1. Has the location of the proposed road been established on the site? Is the centerline staked out?

Response: The location of the proposed road has been largely established and staked. The proposed alignment has been revised in some locations.

2. Has wetlands & vernal pools been identified in the field and marked?

Response: The original wetland delineation was undertaken in 2007. Work to verify the wetland edge is pending and will be completed prior to the survey work.

3. What is the available boundary information provided by the Town? Is there any boundary plans, ect.?

Response: There is no recent boundary plan for the parcel. The approximate boundaries of the property will be provided to successful proposer in paper and electronic format.

4. What is the Town's definition of showing approximate boundaries?

Response: See response to question number 3.

END OF ADDENDUM NO. 1

This document consists of 1 page.

Issued by SMRT, Inc.

Andrew Johnston, PE, LEED AP

Senior Civil Engineer

cc: Owner, File 10022/31

Town of York Police Department - Public Safety Building
Proposal Summary

Survey Proposals

Company	LinePro	Colonial	Ambit	BH2M	Weston & Sampson
1. Firm qualifications and experience	Yes	Yes	Yes	Yes	
2. Qualifications of key personnel	PLS	PLS	PLS	PLS	NO PROPOSAL RECEIVED
3. Firm references	Yes	Yes	No	Yes	
4. Project schedule	6 weeks	40 days	7 weeks	3 1/2 weeks	
5. Cost of services	10500	28000	24500	9540	

Colonial

Qualified PLS. Suggests hourly fee with not to exceed budget - will only charge hours taken to achieve project. Two references listed to contact. Colonial performed preliminary survey work on the site. SMRT has recent experience with Colonial.

BH2M

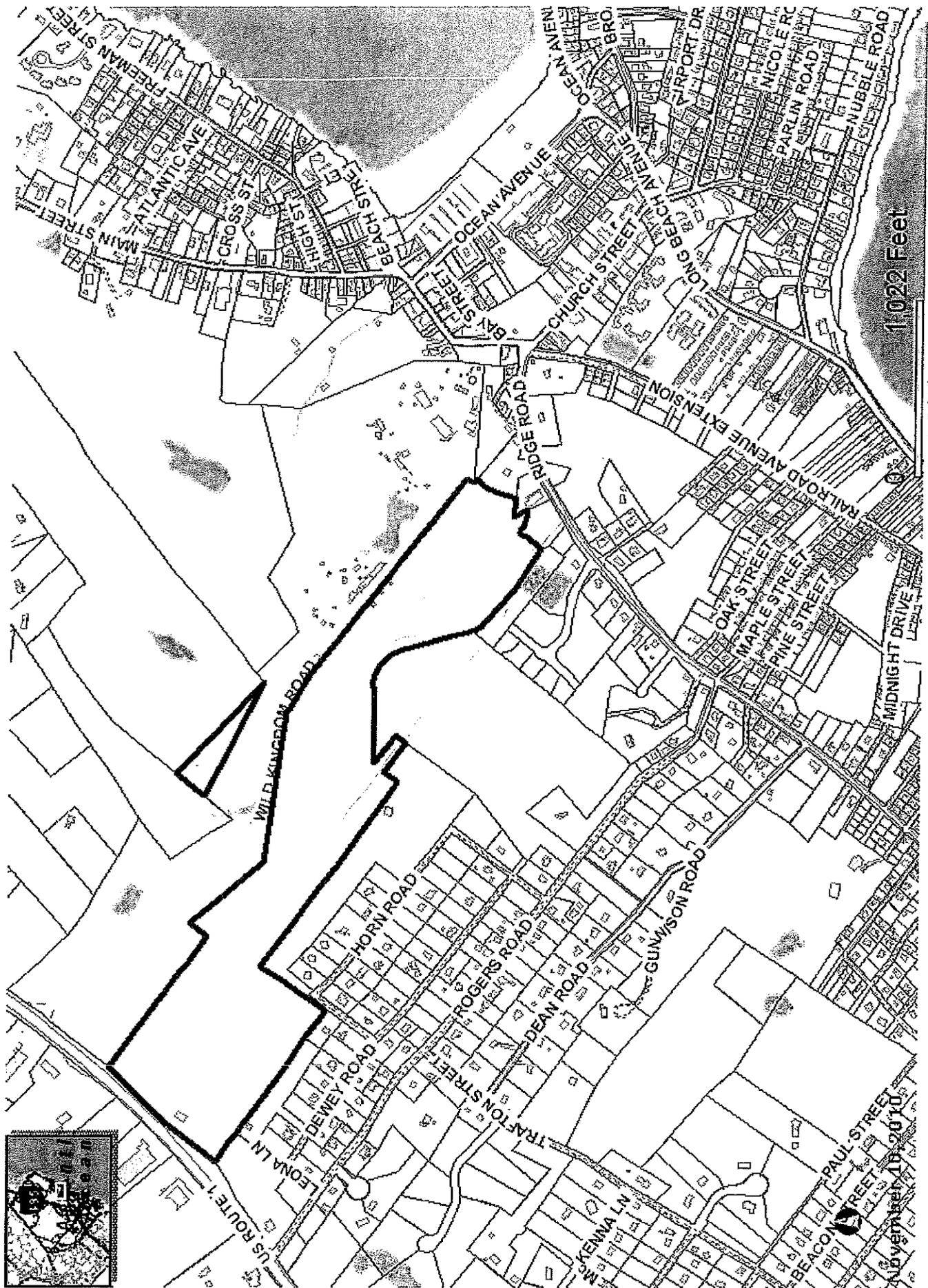
Qualified PLS. States prepared to meet to refine scope as needed. Two references listed to contact. No known experience with SMRT.

LinePro

Qualified PLS. 2 good written references. experience with CMP corridors (relevant). Only one copy of proposal provided. No known experience with SMRT.

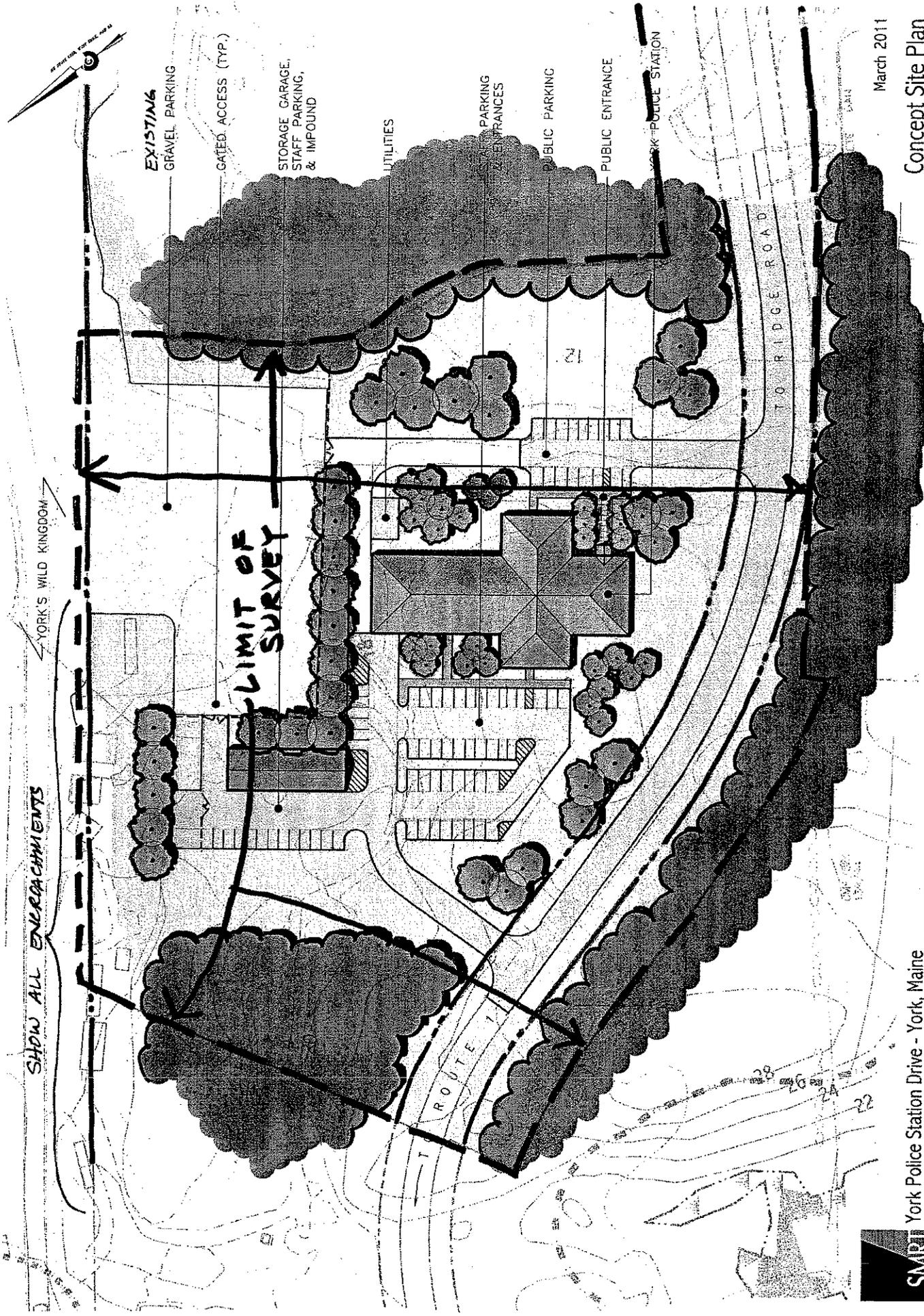
Ambit

Qualified PLS. Includes detailed breakdown of estimated hours. No proposal form included. No company references provided. No known experience with SMRT.



1" = 3742'

PROJECT LOCATION
SKETCH



March 2011

Concept Site Plan

Page No. 0012

SHOW ALL ENCROACHMENTS

YORK'S WILD KINGDOM

LIMIT OF SURVEY

EXISTING GRAVEL PARKING

GATED ACCESS (TYP.)

STORAGE GARAGE, STAFF PARKING, & IMPOUND

UTILITIES

PARKING ENTRANCES

PUBLIC PARKING

PUBLIC ENTRANCE

YORK POLICE STATION

TO RIDGE ROAD

ROUTE 1



York Police Station Drive - York, Maine

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between Berry Huff McDonald Milligan, Inc. (d/b/a "BH2M") and

Client: Town of York
Address: 186 York Street
York Me 03909

Contact person: Robert Yandow, Town Manager

Subject to the following provisions:

1. SCOPE OF SERVICES & TIME FRAME

Berry Huff McDonald Milligan, Inc. will perform the services described in the letter to Robert Yandow dated July 15, 2011 for the York Public Safety Building and Route 1 / York Beach Connector Road surveying services.

Notwithstanding the forgoing, the provision of Services by BH2M pursuant to this Agreement is subject to timely response and delivery of information by CLIENT to BH2M and is necessarily subject to events and persons outside of the control of BH2M. BH2M will seek to promptly inform CLIENT of change in the time frame for performance of its services to CLIENT as described herein.

2. FEE

The CLIENT will pay for these services in accordance with the following arrangement:

- Hourly basis _____ estimated fee plus expenses
- Fixed fee of \$9,540.00
- Other

This fee does not include any permit fees or design for offsite improvements which may be required.

A retainer in the amount of \$0 will be required prior to initiation of the above described services. This amount will be credited to the CLIENT in the final billing for the services described in this AGREEMENT.

The fee will be in accordance with the current company Fee Schedule, a copy of which will be furnished by BH2M upon the CLIENT'S request.

The CLIENT will be billed monthly for services and agrees to pay within 30 days of presentation. Upon CLIENT'S failure to pay for services as agreed herein, BH2M may terminate its performance under this Agreement upon 5 days written notice. CLIENT agrees to pay a late charge equal to 1.5% per month of any amounts due hereunder which are more than 30 days past due. CLIENT agrees to pay all costs of collection of fees owed pursuant to this AGREEMENT, including, but not limited to, reasonable collection agency fees, attorney's fees, and court costs.

3. ENTIRE AGREEMENT/LIMITATION OF AUTHORITY

This AGREEMENT represents the entire agreement between the parties hereto and supersedes any and all other agreements, written, oral or otherwise, except as set forth herein. This Agreement may only be modified by written agreement of the President and/or a Vice-President of BH2M and authorized representatives of the CLIENT.

4. INFORMATION PROVIDED BY OTHERS

BH2M shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to BH2M such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and BH2M shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for BH2M to assure the accuracy, completeness and sufficiency of such information either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold BH2M and BH2M's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to BH2M.

5. OWNERSHIP AND USE OF DOCUMENTS

All reports, field data, field notes, calculations, estimates, drawings and other documents and work product prepared by BH2M, as instruments or products of service, shall remain the property of BH2M. Copies of all such documents will be made available to the CLIENT upon request provided that CLIENT is not in default of its obligations hereunder.

The CLIENT agrees that all reports and other documents furnished to the CLIENT or its agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatever.

BH2M will retain all pertinent records for a period of 5 years following submission of a report or other documents, during which period the records will be made available to the CLIENT at all reasonable times.

6. STANDARD OF CARE

BH2M will endeavor to conduct services provided under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7. BETTERMENT

If, due to BH2M's error, any required item or component of the project is omitted from BH2M's construction documents, BH2M shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will BH2M be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

8. DEFECTS IN SERVICE

The CLIENT shall promptly report to BH2M any defects or suspected defects in BH2M'S work or services of which the CLIENT becomes aware, so that BH2M may take measures to minimize the consequences of such a defect. The CLIENT warrants that he or she will impose a similar notification requirement on all contractors in his or her CLIENT/CONTRACTOR contract and shall require all sub-contracts at any level to contain like requirements. Failure by the CLIENT, and the CLIENT'S CONTRACTORS or SUBCONTRACTORS to notify BH2M, shall relieve BH2M of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Payments to BH2M shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of off setting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from BH2M'S compensation for any reason unless BH2M has been found to be legally liable for such amounts.

The CLIENT acknowledges that BH2M is a corporation and agrees that any claim made by the CLIENT arising out of any act or omission of any officer or employee of the company in the execution or performance of this agreements, shall be made against BH2M and not against such officer or employee.

9. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that BH2M'S Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against BH2M that may be in anyway connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold BH2M harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of BH2M.

10. TERMINATION

This agreement may be terminated by either party upon fourteen days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the CLIENT shall remain liable for and shall pay all fees and charges incurred by BH2M for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, BH2M may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of the notice of termination or suspension. Reasonable termination expenses shall mean all the direct costs of BH2M at standard hourly rates in completing such analyses, records, and reports.

11. LIMITATION OF LIABILITY

The CLIENT and BH2M have discussed the risks, rewards and benefits of the project and BH2M'S total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, BH2M'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses shall not exceed the total amount of \$50,000. Such causes include but are not limited to BH2M'S negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

12. INDEMNIFICATION

The CLIENT agrees to indemnify and hold harmless BH2M from all claims and costs (including attorney's fees) arising out of this AGREEMENT except when such claims and costs are caused by the negligent acts, errors, or omissions of BH2M.

13. ARBITRATION

All disputes between the parties will be governed by the laws of the State of Maine and decided in Portland, Maine by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The parties understand that they will not be able to bring a lawsuit concerning any dispute, unless it involves a question of constitutional or civil rights.

14. MEDIATION

In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution or legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

15. ASSIGNS

Neither the CLIENT nor BH2M may delegate, assign, sublet or transfer its duties or interests in the agreement without the written consent of the other party.

16. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or BH2M. BH2M'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against BH2M because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

17. OPINION OF PROBABLE CONSTRUCTION COST

BH2M'S opinions of Probable Construction Cost provided for herein are to be made on the basis of BH2M's experience and qualifications and represent BH2M's best judgment as an experienced and qualified professional generally familiar with the industry. However, since BH2M has no control over the cost labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, BH2M cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of Probable Construction Cost prepared by BH2M. If CLIENT wishes greater assurance as to Probable Construction Cost, CLIENT shall employ an independent cost estimator.

18. SEVERABILITY AND REFORMATION

Any provision found void or unenforceable will be modified to the extent possible to express its intention. All remaining provisions will continue to be binding and valid.

19. OTHER AGREEMENTS

This AGREEMENT takes precedence over all other terms and conditions of a purchase order or any other agreement either written or oral.

IN WITNESS WHEREOF, the parties hereto agree to the above terms:

CLIENT

BERRY HUFF MCDONALD MILLIGAN, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors

LESTER S. BERRY
WILLIAM A. THOMPSON
ROBERT C. LIBBY, Jr.
WALTER E. PELKEY

July 15, 2011

Mr. Robert Yandow, Town Manager
Town of York
c/o Cathy Streifel
SMRT, Inc.
P.O. Box 618, 144 Fore Street
Portland, ME 04104

Re: Request for Proposal
York Public Safety Building and Route 1/York
Beach Connector Road
Land Survey Services

Dear Mr. Yandow;

We appreciate the opportunity to submit our proposal in response to your request for land survey services for the above referenced project.

We have reviewed your comprehensive scope of work and having visited the site feel we have a good understanding of your proposed project.

Berry Huff McDonald and Milligan (dba BH2M) has been providing surveying and civil engineering services for over 30 year. The primary area of practice has been in York and Cumberland Counties. Our practice includes all phases of topographic and boundary surveys in connection with site design and development projects as well as Municipal Engineering projects. Our practice includes our in house survey department which allows us to better control schedules to meet our client's needs.

Our staff includes professional land surveyors, registered engineers and technical CAD design and support staff.

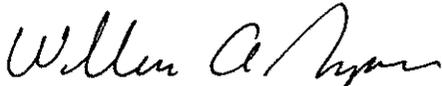
The unique feature about Berry Huff McDonald and Milligan, Inc. is that we are an owner – operated firm. All of our professional staff are owners with many years of experience and personally involved in making each project a success. This also provides for long stability between owners and BH2M.

We have responded to all of the requests outlined in your proposal and we are submitting the signed proposal form for land survey services. If you have any questions on our proposal during your review period please call or e-mail any requests to wthompson@bh2m.com or rlibby@bh2m.com.

Sincerely,



Robert C. Libby, PLS



William A. Thompson, Project Manager

ORDINANCE AMENDMENT SYNOPSIS

1. Beach Ordinance - Changes for Ellis Short Sands Park

This amendment will make the Beach Ordinance consistent with the existing Ellis Short Sands Park policies, including policies concerning the total prohibition of fires and the use of grills on Short Sands Beach, and the prohibition of surfing during the summer season. The former is not a change in policy, the latter is, in that currently there is no surfing allowed at any time, and the amendment proposes allowing surfing in the off-season.

2. Beach Ordinance – Change to Date Range for Fires on Public Beaches

Currently all fires are prohibited from May 15th through August 15th. The proposed amendment would extend this prohibition from May 15th through the day after Labor Day.

3. Wireless Communications Facilities Ordinance - Municipal Towers

This amendment will allow the Town to construct new towers on Town Facilities, to ensure a high functioning wireless communications system for emergency services, public works, and other Town purposes. Town towers would not be allowed within 500 feet of an historic district, and would allow for collocation.

4. Zoning Ordinance – Best Management Practices for Docks

This amendment creates best management practices to lessen the impacts of docks, specifically amending Article Eight, Shoreland Overlay District.

5. Zoning Ordinance - Reformat the Use Regulations

This lengthy amendment proposes no policy changes. Its sole purpose is to make the current format simpler for the public to use, and simpler for Town staff and boards to administer. Allowed uses are now presented as a list, by zone, rather than by lengthy tables with multiple pages of footnotes. Footnotes have been incorporated into the lists wherever possible, and Shoreland uses have been moved to Article Eight.

6. Zoning Ordinance – Performance Standard to Control Soil Erosion

This amendment establishes a performance standard for effective soil erosion control. The standard is to keep water-born eroded soil, silt and sediment caused by man-made activity from reaching a waterbody, wetland or drainage facility. The amendment leaves methods for achieving the standard up to the property owner.

7. Zoning Ordinance – Amendments to Sign Standards

This amendment comprehensively reorganizes existing sign standards, as well as adds definitions of sign types, adds new provisions for temporary events, revises some existing dimensional standards, and clarifies review jurisdiction.



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session _____	
Subject: Purchase and Sale Agreement for 61 Pine Mountain Road	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Authorize the Town Manager to Sign the P&S
PROPOSED MOTION: I move to authorize the town manager to sign a purchase and sale agreement with Erik Heyland in the amount of \$78,000 for the sale of .88 acres of town-owned property (map 11/lot 225) located at 61 Pine Mountain Road.

Discussion: At the August 8, 2011 meeting the Board of Selectmen approved the sale of 61 Pine Mountain Road to Erick Heyland for \$78,000 pending the required public hearing which will be held on August 22, 2011.

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

Prepared By:

Robert G. Yandow

Reviewed By: _____

PURCHASE AND SALE AGREEMENT - LAND ONLY

Offer Date July 21, 2011

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Erik Hayland, Town of York, ("Buyer") and ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) all part of; If "part of" see para. 22 for explanation) the property situated in municipality of York County of York, State of Maine, located at 61 Pine Mountain Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 1, Page(s) 1.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 78,000.00 Buyer [] has delivered; or [X] will deliver to the Agency within 4 days of the Offer Date, a deposit of earnest money in the amount \$ 1,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. BARNST MONEY/ACCEPTANCE: Rivers By The Sea ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 26, 2011 (date) 5:00 [] AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 2011 August 31, 2011 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) . Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2011

Page 1 of 4 - P&S-LO Buyer(s) initials

Paul O'Brien

Seller(s) initials

Rivers By The Sea P.O. Box 419 York Beach, ME 3910

Fax:

Paul O'Brien

Produced with ZipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Erik Hayland Pine

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer
2. SOILS TEST Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: <u>Topographical survey, Wetland review, Code Enforcement review, road status review</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	Buyer	Buyer

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a conventional loan of 60.000 % of the purchase price, at an interest rate not to exceed 6.000 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 10 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
 - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ N/A toward Buyer's pre-pays, points and/or closing costs.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Paul O'Brien (2246) of Rivers By The Sea (009453)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Paul O'Brien (2246) of Rivers By The Sea (009453)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	
Subject: Special Event Permit Application: Salefest	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Special Event Permit Application
PROPOSED MOTION: I move to approve the special event permit application by the Greater York Chamber of Commerce for Salefest to be held October 8 th , 9 th , and 10 th from 10:00 A.M to 4:00 P.M. on Ocean Avenue, Beach Street, Main Street, Railroad Avenue and Church Street with the stipulation that there be no set up in any public parking spaces and that all roadways remain open.

Discussion: All departments have reviewed and approved the application.

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

Prepared By: Robert G. Yandow

Reviewed By: _____



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 7/20/11

Name of Event: Salefest

Type of Event: York Beach Sidewalk Sales

Organization Name: Greater York Region Chamber Phone #: 363.4422

Organization Address: 1 Storewall Ln City: York State: ME Zip: 03909

Applicant Name: Holly Roberts Phone #: 363.4422 (office)

Applicant Address: 1 Storewall Ln City: York State: ME Zip: 03909

Contact Name for Day of Event: Holly Roberts Contact Phone # 333.8711 (cell)

Date of Event: Oct 8, 9 + 10, 2011 Day of Week: Sat, Sun, Mon

Starting Time: 10:00 am Ending Time: 4:00 pm

Assembly Area: Ocean Ave, Beach St, Main St, Railroad Ave, Church St.

Dispersal Area: N/A

Event Route: N/A

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

2000

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

Merchants use sidewalks for end of season sales/annual event

Parking spaces along Railroad Ave are coned off

Describe how group is organized and supervised to insure order: Police, set-up cones early

Sat. am Merchants move them inside overnight + return them to storage Monday at 4pm

Purpose of the Event: see above

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

Signature of Applicant: Holly Roberts



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	
Subject: Special Event Permit Application: Carfest	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Special Event Permit Application
PROPOSED MOTION: I move to approve the special event permit application by the Greater York Chamber of Commerce for Carfest to be held October 8' 2011 from 7:00 A.M to 2:00 P.M. at the York Beach Ball Field with the stipulation that the event will be cancelled if the ball field is wet so as to avoid damage to the field.

Discussion: All departments have reviewed and approved the application.

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

Prepared By: _____

Robert G. Yandow

Reviewed By: _____



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 7/20/11

Name of Event: Carfest

Type of Event: Antique Car Show

Organization Name: Greater York Region Chamber Phone #: 363.4422

Organization Address: 1 Stonewall Ln City: York State: ME Zip: 03909

Applicant Name: Holly Roberts Phone #: 363.4422 (office)

Applicant Address: 1 Stonewall Ln. City: York State: ME Zip: 03909

Contact Name for Day of Event: Holly Roberts Contact Phone # 333.8711 (cell)

Date of Event: Oct 8, 2011 Day of Week: Saturday

Starting Time: 7:00 am Ending Time: 2:00 pm

Assembly Area: York Beach Ballfield, perimeter road + parking area
across from fire station

Dispersal Area: N/A

Event Route: N/A

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

1000

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: Town State cruisers

organize the car show annually with support from the Harvestfest committee

Purpose of the Event: _____

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

Signature of Applicant: Holly Roberts

* per agreement w/ park + rec, the ballfield will not be used if there has been substantial rain during the week prior



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session <input type="checkbox"/>	
Subject: Special Event Permit Application: Harvestfest/Kidsfest	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Special Event Permit Application
PROPOSED MOTION: I move to approve the special event permit application by the Greater York Chamber of Commerce for Harvestfest/Kidsfest to be held October 15 th and 16 th from 7:00 A.M to 8:00 P.M. on Ocean Avenue, Church Street, Railroad Avenue, Ridge Road and the York Beach Ball Field with the stipulation that there be no set up in any public parking spaces and that all roadways remain open.

Discussion: All departments have reviewed and approved the application.

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

Prepared By: Robert G. Yandow Reviewed By: _____



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: 7/20/11

Name of Event: Harvestfest / Kidsfest

Type of Event: 27th Annual Family Festival

Organization Name: Greater York Region Chamber Phone #: 363.4422

Organization Address: 1 Stonewall Ln. City York State: ME Zip: 03909

Applicant Name: Holly Roberts Phone #: 363.4422 (office)

Applicant Address: 1 Stonewall Ln. City York State: ME Zip: 03909

Contact Name for Day of Event: Holly Roberts Contact Phone # 333.8711 (cell)

Date of Event: Oct 15 + 16, 2011 Day of Week: Sat + Sun (Fri set-up, Mon take-down)

Starting Time: 7:00 am Ending Time: 8:00 pm

Assembly Area: Short Sands Ballfield, Railroad Ave, Ocean Ave, Ridge Rd, Church St. Parking Area Across from Fire Station

Dispersal Area: N/A

Event Route: N/A

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

9,000 per day

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: Harvestfest committee oversees all aspects of events

Purpose of the Event: Celebrate the town + region via crafts, food, entertainment, etc.
See draft map attached

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

Signature of Applicant: Holly Roberts

Continued on page 2

Harvestfest Special Event permit - continued from page 1

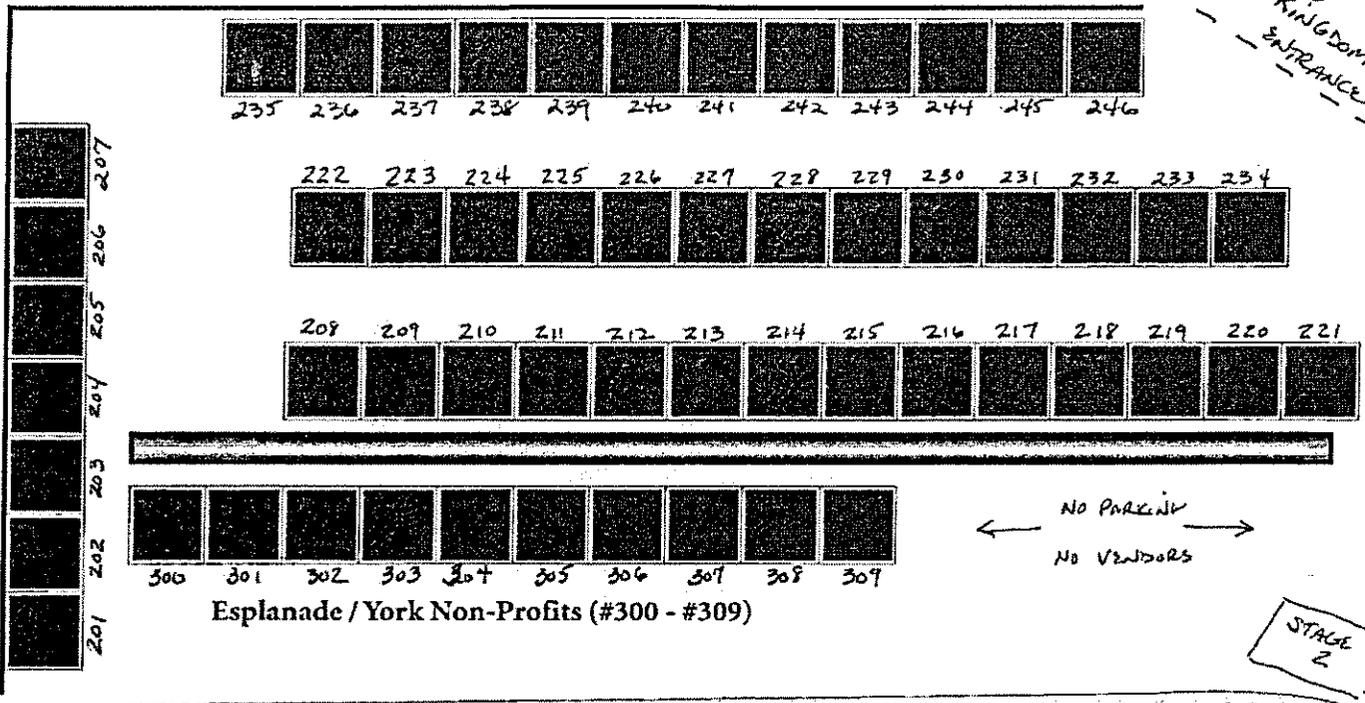
- The Committee will be meeting with police, fire department + park + rec to outline again the areas to be used -- just as we do every year
- The Committee has requested that Railroad Ave be closed and that Ocean Ave become two-way to allow for uninterrupted north + southbound traffic
- Request the use of the overflow parking lot adjacent to Wild Kingdom (leased by Wild Kingdom annually). Visitors will be directed by signage to use Route 1 access to Wild Kingdom to eliminate trolley / bus congestion in the downtown
- NO sidewalk sales on this weekend
- All activities will allow police / fire / ambulance access to Railroad Ave
- NO fireworks
- Kidsfest will be part of Harvestfest this year again. It includes: pumpkin carving, pumpkin stroll (parking spaces along Railroad Ave will be corded off at 4:00pm), games, entertainment, etc (in Ballfield)
- The Town of York should have already received a copy of the certificate of insurance forwarded from Tapley Insurance Agency (the cert. for Carfest had not been forwarded, but is on its way)

SAMPLE

MAP SUBJECT TO CHANGE

Marketplace / Go-Green Expo

WILD KINGDOM ENTRANCE



Esplanade / York Non-Profits (#300 - #309)

← NO PARKING →
NO VENDORS

STAGE 2

← RAILROAD AVE →
YORK BEACH FIRE STATION

Go Green Expo: Showcasing businesses representing green technology, products & services

Marketplace: For businesses that do not produce the items being sold or do not qualify for the juried craft area

Esplanade / York Non-Profits (#300 - #309): Reserved for Town of York non-profit groups

SAMPLE

MAP SUBJECT TO CHANGE

WIND
KIDSDOM
ENTRANCE

TO MAIN ST.
+ RTE 1

- GO GREEN EXPO
- MARKET PLACE
- ESPLANADE AREA

RAILROAD AVE

FIRE
STATION

BAY ST.

RIDGE RD.

MAIN GATE

SOJA

FOOD

BY-KOAST

STAGE 1

FOOD TRUST

KIDSFEST
AREA

BALL FIELD PERIMETER RD.

↑ ELLIS PARK / ATLANTIC OCEANS ↓

UNION
CONGREGATIONAL
CHURCH

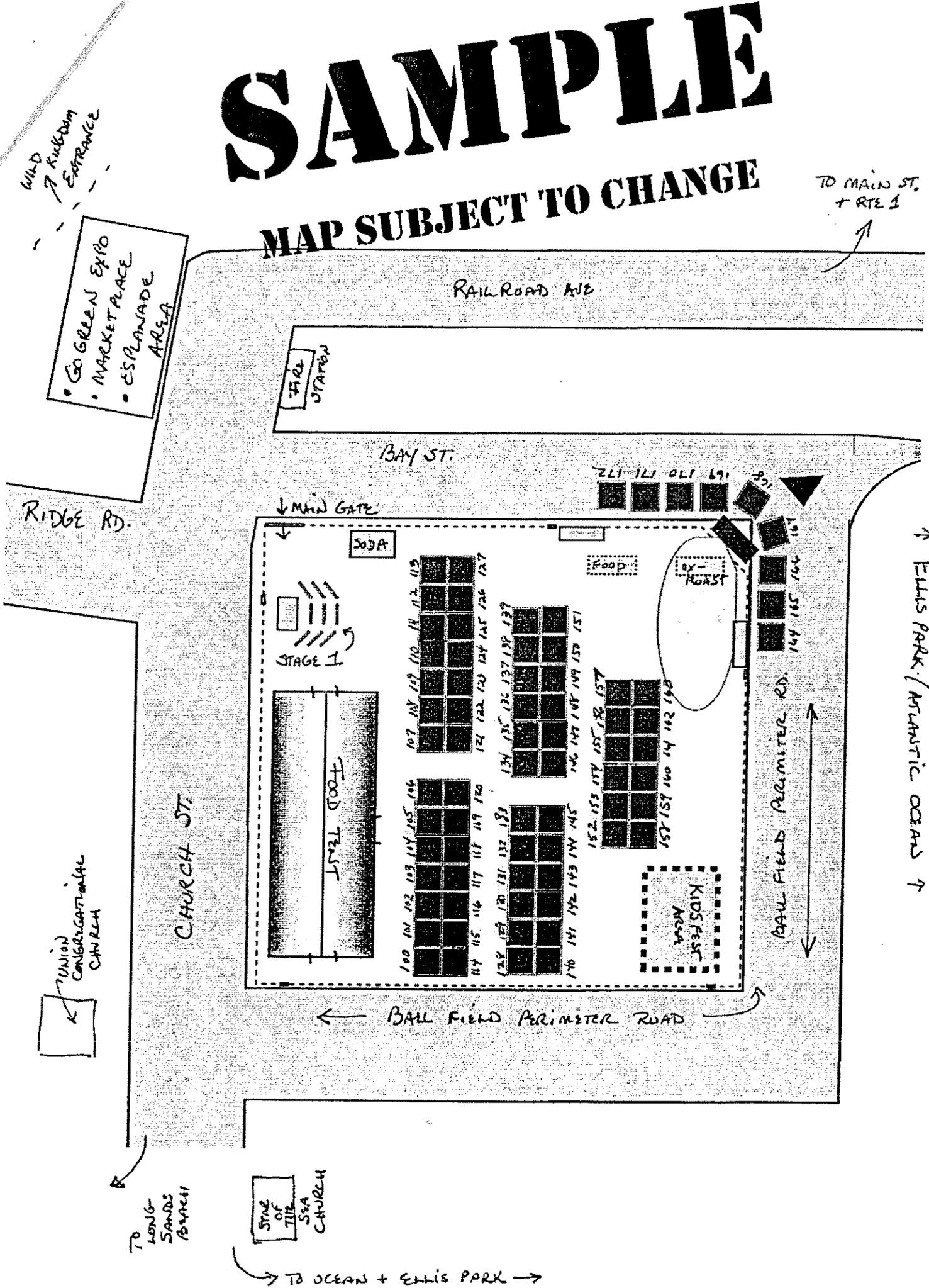
CHURCH ST.

BALL FIELD PERIMETER ROAD

TO LONG
SANDS
BEACH

STAGE
OF
THE
SEA
CHURCH

TO OCEAN + ELLIS PARK



Robert G. Yandow

From: David K. Bridges
Sent: Monday, August 15, 2011 9:59 PM
To: Robert G. Yandow
Cc: David K. Bridges
Subject: RE: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

As long as there are NO set-ups in the parking spaces and cones set up at end of parking spaces leaving the roadway open, I have no problem with it. Dave

From: Robert G. Yandow
Sent: Monday, August 15, 2011 10:01 AM
To: David K. Bridges
Subject: FW: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

David:

I don't believe I have a response from you on this event.

Rob

Robert G. Yandow, Town Manager
Town of York
186 York Street
York, Maine 03909
207-361-4740
ryandow@yorkmaine.org
www.yorkmaine.org

From: Robert G. Yandow
Sent: Wednesday, July 27, 2011 8:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Michael J. Sullivan
Subject: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

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Robert G. Yandow

From: Stephen H. Burns
Sent: Wednesday, July 27, 2011 12:13 PM
To: Robert G. Yandow; Kevin M. LeConte; David K. Bridges; Michael J. Sullivan
Subject: RE: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

Rob,

I have no code issues with these events.

Steve

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

From: Robert G. Yandow
Sent: Wednesday, July 27, 2011 8:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Michael J. Sullivan
Subject: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

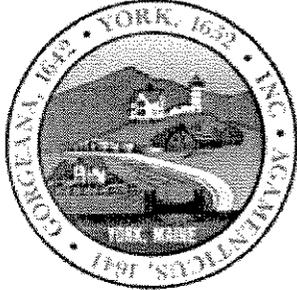
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Robert G. Yandow

From: Michael J. Sullivan
Sent: Wednesday, July 27, 2011 12:34 PM
To: Robert G. Yandow
Subject: RE: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

I'm ok with the events.



**Michael J. Sullivan, Director
Parks and Recreation**

Town of York, Maine
186 York Street, York, ME 03909
i: www.yorkmaine.org
e: msullivan@yorkmaine.org
p: (207) 363-1040
f: (207) 351-2967

From: Robert G. Yandow
Sent: Wednesday, July 27, 2011 8:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Michael J. Sullivan
Subject: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

Sale

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Robert G. Yandow

From: Kevin M. LeConte
Sent: Wednesday, August 03, 2011 2:09 PM
To: Robert G. Yandow
Subject: RE: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

The meters are no longer a factor in this event. It will now be held in the ball field.



Kevin M. LeConte

Captain

Town of York, ME Police Department
36 Main Street, York, ME 03909-6244
i: www.yorkpolice.org
e: kleconte@yorkpolice.org
p: (207) 363-1031, Ext. 102
f: (207) 363-1033

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From: Robert G. Yandow [<mailto:ryandow@yorkmaine.org>]
Sent: Wednesday, August 03, 2011 12:30 PM
To: Kevin M. LeConte
Subject: Re: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

What about the meters?

Sent from my iPhone

On Aug 3, 2011, at 12:06 PM, "Kevin M. LeConte" <kleconte@yorkpolice.org> wrote:

Rob

I have worked out the details for the car show. So the police have no public safety issues with this event.

Kevin M. LeConte

Captain

<image001.jpg> Town of York, ME Police Department
36 Main Street, York, ME 03909-6244
i: www.yorkpolice.org
e: kleconte@yorkpolice.org
p: (207) 363-1031, Ext. 102
f: (207) 363-1033

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From: Robert G. Yandow
Sent: Wednesday, July 27, 2011 8:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Michael J. Sullivan
Subject: Special Event Permit Application from Chamber of Commerce for York Beach Sidewalk Sale

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AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 22, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session	
Subject: Special Event Permit Application: Sarah's Ride II Motorcycle Poker Run	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Permit Application
PROPOSED MOTION: I move to approve the special event permit application for Sarah's Run II, a motorcycle poker run, which will be held on Saturday, September 17 th , 2011 from 8:30 a.m. to 1:00 p.m.

Discussion: This special event is sponsored by the Portsmouth Firefighters Charitable Association and includes groups of motorcycles travelling from Hampton, NH to York Beach and back stopping at fire houses along the way. Please see the attached email from Russell Osgood with a description of the event. All department heads have approved the event.

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

Prepared By: Robert G. Yandow Reviewed By: _____



Town of York, Maine Special Event Permit Application

This application for a special event permit is hereby presented to the York Town Manager, 186 York Street, York, ME 03909.

Date: July 29, 2011

Name of Event: Sarah's Ride II

Type of Event: Motorcycle Poker Run

Organization Name: Portsmouth Firefighters Charity Phone #: 603-427-1551

Organization Address: 170 Court St City: Portsmouth State: NH Zip: 03801

Applicant Name: Russ Osgood Phone #: 207-451-3052

Applicant Address: 170 Court St City: Portsmouth State: NH Zip: 03801

Contact Name for Day of Event: Russ Osgood Contact Phone # 207-451-3052

Date of Event: 9/17/2011 Day of Week: Saturday

Starting Time: 0830 Ending Time: 1300

Assembly Area: York Beach Fire Station

Dispersal Area: York Beach Fire Station

Event Route: Varies bikes make there way to the beach fire house as one of five stops in charity poker run. Others are in NH

Approximate Number of Persons Attending (If more than 500, Insurance coverage needed)
300-400

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

200-400 Motorcycles participating in a Poker Run

Describe how group is organized and supervised to insure order: Will have people at the stop to assist with getting the bikes in and out

Purpose of the Event: Fund-raising for PFFCA

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

Signature of Applicant: Russ Osgood- VP PFFCA

For Town Use Only:

Reviewed by:

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

Special Conditions _____

Town Manager

Date

Robert G. Yandow

From: Russell Osgood [rfosgood@pffca.org]
Sent: Saturday, July 30, 2011 6:11 AM
To: Robert G. Yandow
Cc: David K. Bridges
Subject: Special Event Permit Application
Attachments: Special Event Permit Application2010.pdf

Please accept this special event permit application. To be clear we are holding a charity motorcycle ride/poker run that will be making its way from Hampton NH across the coast to York Beach and back to Hampton stopping at different fire houses along the way. The event will be on September 17th and run from 0830 to around 1230. The bikes may ride in small groups or as individuals making their way to each fire station. We don't expect that there will be 300 motorcycles arriving all at once. There is not a set route although we are recommending that ride the coast. This would put the bikes coming across Route 103 to Route 1A across the beach and to the fire house then back out around the beach up 1A through Cape Neddick and up to Route 91 as the next stop would be in Dover. Many of the bikes will ride the recommended route in reverse or make their own way there.

I have spoken to Chief Bridges he is on board with the use of the fire house. We will have people there assisting throughout the day and the Beach fire station will also provide helpers and will have the opportunity to fund raise also. We would ask to use the a few of the parking spots across from the fire station for the duration of the event.

Please feel free to contact me at any time via email or cell at 207-451-3052. The Portsmouth Fire Fighters Charitable Association is a registered charity and has a "pending" 501c3 status.

Thank you for your time. We look forward to working with you.

Russell Osgood – Vice President
Portsmouth Firefighters Charitable Association
170 Court Street
Portsmouth, NH 03801
www.pffca.org
Cell – 207-451-3052

*Never believe that a few caring people can't change the world. For, indeed, that's all who ever have.**

Margret Mead, 1901-1978

Robert G. Yandow

From: Kevin M. LeConte
Sent: Monday, August 01, 2011 9:40 AM
To: Robert G. Yandow
Subject: RE: Special Event Permit for Charity Motorcycle Ride/Poker Run

Rob
This event should be fine.



Kevin M. LeConte
Captain
Town of York, ME Police Department
36 Main Street, York, ME 03909-6244
i: www.yorkpolice.org
e: kleconte@yorkpolice.org
p: (207) 363-1031, Ext. 102
f: (207) 363-1033

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From: Robert G. Yandow
Sent: Monday, August 01, 2011 9:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Dean Lessard; Michael J. Sullivan
Subject: Special Event Permit for Charity Motorcycle Ride/Poker Run

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Robert G. Yandow

From: Dean Lessard
Sent: Monday, August 01, 2011 9:40 AM
To: Robert G. Yandow; Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Michael J. Sullivan
Subject: RE: Special Event Permit for Charity Motorcycle Ride/Poker Run

Rob
I don't see any Public Works issues with this event.

Dean

From: Robert G. Yandow
Sent: Monday, August 01, 2011 9:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Dean Lessard; Michael J. Sullivan
Subject: Special Event Permit for Charity Motorcycle Ride/Poker Run

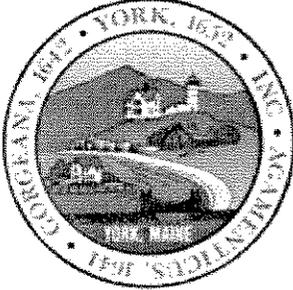
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Robert G. Yandow

From: Michael J. Sullivan
Sent: Monday, August 01, 2011 9:55 AM
To: Robert G. Yandow
Subject: RE: Special Event Permit for Charity Motorcycle Ride/Poker Run

Ok with me.



**Michael J. Sullivan, Director
Parks and Recreation**

Town of York, Maine
186 York Street, York, ME 03909
i: www.yorkmaine.org
e: msullivan@yorkmaine.org
p: (207) 363-1040
f: (207) 351-2967

From: Robert G. Yandow
Sent: Monday, August 01, 2011 9:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Dean Lessard; Michael J. Sullivan
Subject: Special Event Permit for Charity Motorcycle Ride/Poker Run

CONFIDENTIALITY: The information contained in this electronic mail message and any electronic files attached to it may be confidential information, and may also be the subject of legal professional privilege and/or public interest immunity. If you are not the intended recipient you are required to delete it. Any use, disclosure or copying of this message and any attachments is unauthorized. If you have received this electronic message in error, please inform the sender or contact town@yorkmaine.org. This footnote also confirms that this email message has been checked for the presence of computer viruses.

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Robert G. Yandow

From: David K. Bridges
Sent: Monday, August 01, 2011 1:03 PM
To: Robert G. Yandow; Kevin M. LeConte; Stephen H. Burns; Dean Lessard; Michael J. Sullivan
Subject: RE: Special Event Permit for Charity Motorcycle Ride/Poker Run

I have no problem with this event. Dave

From: Robert G. Yandow
Sent: Monday, August 01, 2011 9:12 AM
To: Kevin M. LeConte; David K. Bridges; Stephen H. Burns; Dean Lessard; Michael J. Sullivan
Subject: Special Event Permit for Charity Motorcycle Ride/Poker Run

CONFIDENTIALITY: The information contained in this electronic mail message and any electronic files attached to it may be confidential information, and may also be the subject of legal professional privilege and/or public interest immunity. If you are not the intended recipient you are required to delete it. Any use, disclosure or copying of this message and any attachments is unauthorized. If you have received this electronic message in error, please inform the sender or contact town@yorkmaine.org. This footnote also confirms that this email message has been checked for the presence of computer viruses.

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AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 16, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session _____	
Subject: Application for License for Incorporated Civic Organization: Old York Historical Society	

TO: BOARD OF SELECTMEN
FROM: Melissa M. Avery
RECOMMENDATION:
PROPOSED MOTION: I move to approve the Application for License for Incorporated Civic Organization for the Old York Antiques Show: Preview Party to be held on September 9 th , from 5:00 PM to 8:00 PM

Discussion: This application will allow the Old York Historical Society to serve alcohol at this social event. This is a one time license that will cover this event only.

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

Prepared By:

Melina M. Avery

Reviewed By:

Robert M. Gandon

**MAINE DEPT OF
PUBLIC SAFETY**

STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



**APPLICATION FOR LICENSE FOR
INCORPORATED CIVIC ORGANIZATION**
\$50.00 Fee / \$10.00 Filing Fee
Check Payable: Treasurer State of Maine

1. (a) Full Name of Applicant: Old York Historical Society
(Corporate Name)
- (b) Corporate Address: 207 York Street, P.O. Box 312, York, ME 03909
Street Address City/Town State Zip Code
- (c) Authorized Corporate Office: _____
- (d) Address: _____
Street Address Town/City State Zip Code
- (e) Telephone Number: (207) 363-4974 Fax: (207) 363-4021

INFORMATION PERTAINING TO SPECIAL EVENTS OR GATHERINGS

2. (a) Title and Purpose of Event: Old York Antiques Show: Preview Party
- (b) Date of Event: Friday, September 9, 2011 Time – From: 5:00 p.m. AM/PM To: 8:00 p.m. AM/PM
- (c) Inside Outside Event (If **Outside**, attach diagram of area)
- (d) Location of Event: 3 Lindsay Road, York, ME 03909
- (e) Number of Persons Attending: 150
- (f) Name and Address of Sponsor: same as applicant
Address: _____ Town/City: _____ State: _____
- (g) Name and Address of Caterer: All hors d'oeuvres, wine and beer was donated
Address: _____ Town/City: _____ State: _____
(If other than licensee): _____
(If food is to be served): _____
- (h) Type of building to be occupied: Museum Visitor Center and Tented Patio.

(i) Area to be licensed: 3 Lindsay Road, York, ME 03909

Dated at: York, Maine on July 20, 2011
Town/City, State Month/Day

NOTE:

This application must be signed by a duly authorized officer of the corporation executing the application and approved by the Municipal Officer/Country Commissioners and filed with the Liquor Licensing & Inspection Division.

Old York Historical Society

NAME OF CORPORATION

BY: [Signature]
CORPORATE OFFICER'S SIGNATURE - TITLE

Scott Stevens, Executive Director
PRINTED NAME & TITLE

STATE OF MAINE

Dated at: _____, Maine _____ ss
City/Town (County)

On: _____
Date

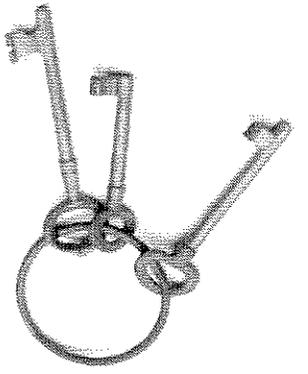
The undersigned being: Municipal Offices County Commissioners of the
 City Town Plantation Unincorporated Place of: York, Maine

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

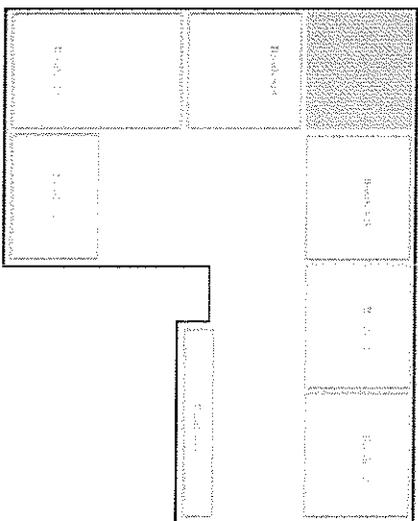
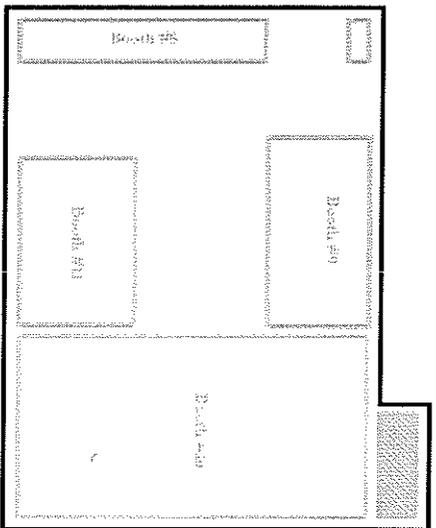
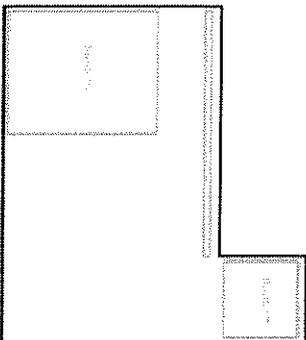
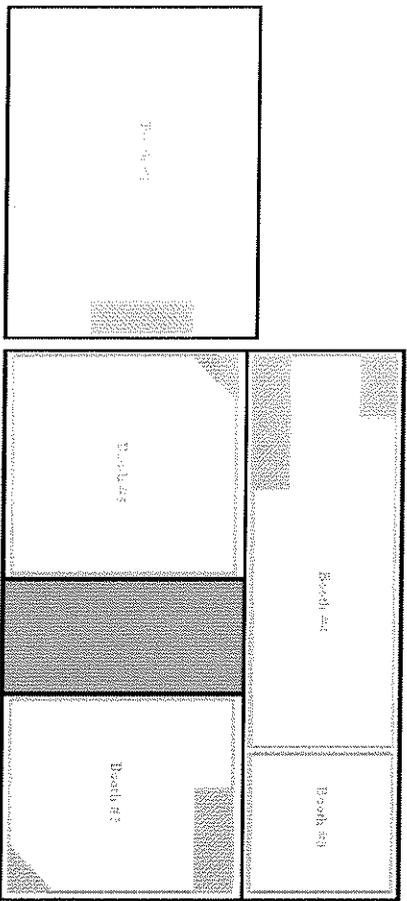
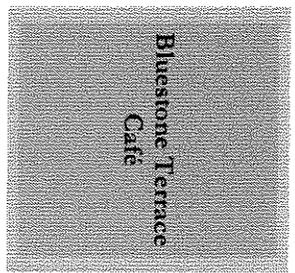
Signature	Print

**72 Hours in Advance of Said Event or Gathering
REQUESTED**

N.B. If said event or gathering is located in an unincorporated place, the application must be approved by the County Commissioners of the County wherein the event or gathering is to take place and the above approval form may be changed in accordance with the fact.



Old York Antiques Show



Old Schoolhouse (1745)

1. A.E. Runge, Jr. Oriental Rugs

Jeffers' Tavern (1754)

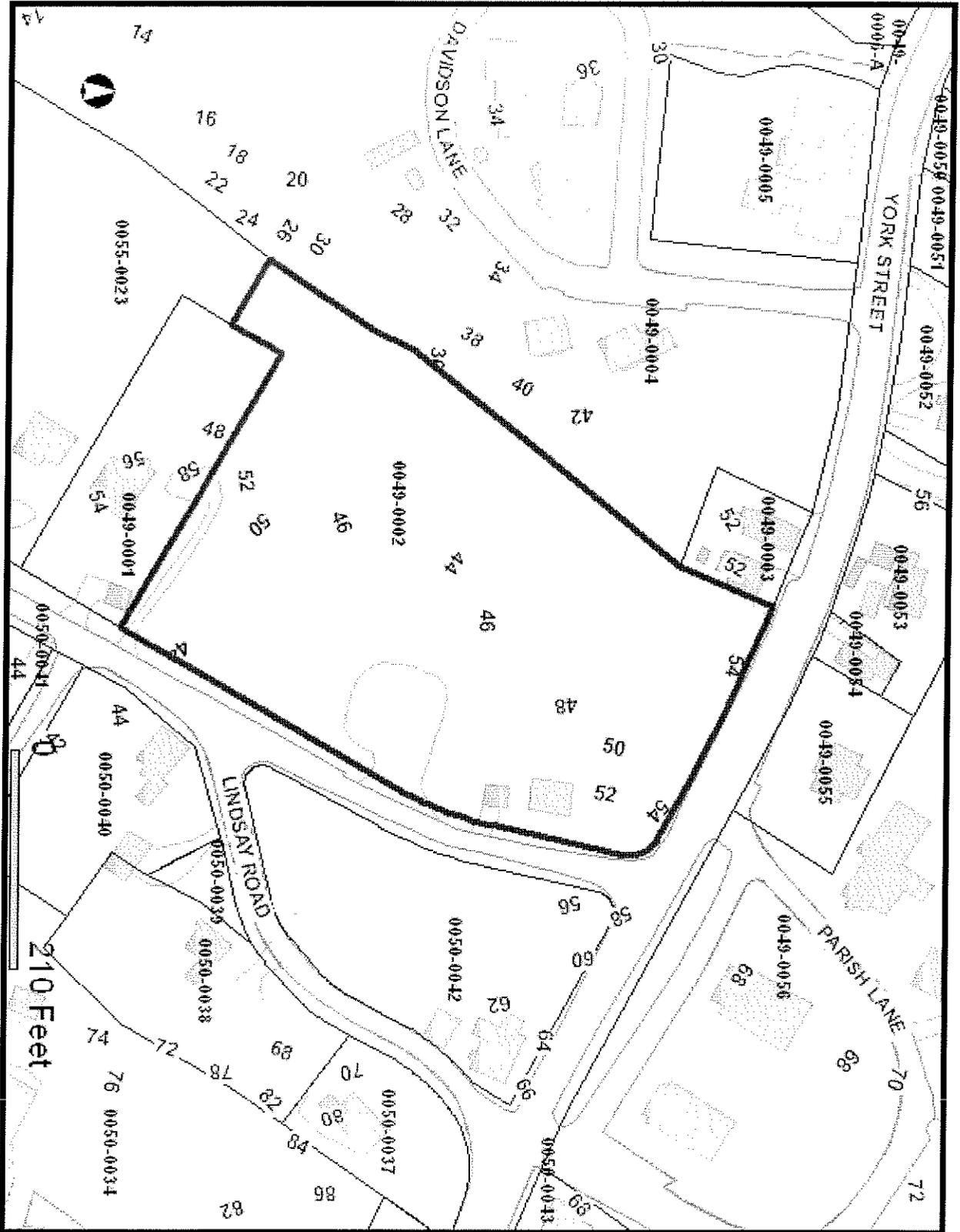
2. Running Battle Antiques
3. John Hunt Marshall
4. Colette Donovan
5. The Hanebergs Antiques

Visitor Center

6. Philadelphia Print Shop
7. DeWolfe and Wood

Renick Barn (1834)

8. Michael J. Whitman Antiques
9. W.M. Schwind, Jr. Antiques & Fine Art
10. Nancy Prince and James LeFurgy
11. Sears and Tither
12. The Reynolds Country Antiques
13. The Leather Bucket
14. White and White Antiques
15. David and Donna Kmetz
16. White's Nautical Antiques
17. Hanes and Ruskin
18. The Barometer Shop



14

14

16 18 20 22 24 26 30

DAVIDSON LANE

34 36

30

0049-0005

0049-0007-A

0049-0051

YORK STREET

0049-0052

0049-0004

42

0049-0002

44

46

0049-0003

56

0049-0053

0049-0054

0049-0055

0049-0001

54

0050-0041

44

0050-0040

AA

LINDSAY ROAD

0050-0035

0050-0038

0050-0042

56

58

60

64

66

0050-0043

PARISH LANE

0049-0056

68

210 Feet

74

72

78

80

82

84

80

82

84

86

88

72



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 18, 2011	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 22, 2011	
Regular <input checked="" type="checkbox"/> Work Session	
Subject: Greater York Chamber of Commerce Benefit Brick Project	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Benefit Brick Project
PROPOSED MOTION: I move to approve the proposal from the Greater York Chamber of Commerce to conduct a benefit brick project in conjunction with the town's Short Sands Drainage Project.
Discussion: Attached you will find a memorandum from the Greater York Chamber of Commerce requesting permission to conduct a benefit brick project in conjunction with the Short Sands drainage project. Bricks would be sold and installed as part of the drainage project which will include sidewalk work in York Beach. Dean Lessard will be presenting his project plan to the Selectmen on September 26 th however the Chamber is requesting permission to conduct the program now so as to have more time to sell the bricks.
FISCAL IMPACT:
DEPARTMENT LINE ITEM ACCOUNT:
BALANCE IN LINE ITEM IF APPROVED:

Prepared By: Robert G. Yandow Reviewed By: _____

**the Greater
York Region
Chamber of Commerce**



Kittery • Elliot • South Berwick • York Village
York Harbor • York Beach • Cape Neddick

Date: August 12, 2011

To: Rob Yandow, Town Manager and Town of York Board of Selectman

From: Holly Roberts, Business Manager
The Greater York Region Chamber of Commerce

RE: Brick Project to benefit York Beach

In continuing the Renaissance sidewalk project from 2006, the opportunity has presented itself for the Greater York Region Chamber of Commerce to sell bricks again.

The drainage project that is scheduled to take place in York Beach along Ocean Avenue and Railroad Avenue in the Spring of 2012 will require replacement of a portion of the existing sidewalks.

The bricks sold will be installed along Railroad Avenue, York Beach. Bricks may also be installed along Ocean Avenue depending on the number of bricks sold. The cost of each brick is \$30.00. The price of each brick has increased \$5.00 to offset the increase in the cost of the bricks. The proceeds from the proposed project, to sell engraved bricks, will help eliminate the expense of the sidewalk replacement. Profit from the project will be placed in an account for future beautification of York Beach. Profit will depend on the number of bricks sold.

I have met with Dean Lessard, Director of Public Works and have discussed the proposed brick project and it meets with his approval. I will keep in contact with Dean Lessard as the project moves forward.

The Greater York Region Chamber of Commerce will take full responsibility for selling the bricks, ordering the bricks and delivery of the bricks. Since 2007, we have received dozens of inquires regarding beginning a new project from visitors and residents who would like to purchase a brick.

I ask that the Town of York Board of Selectmen approve the proposed brick project. Bricks will begin being sold upon such approval.

Thank you for your consideration.


Holly Roberts
Business Manager

The Greater York Region Chamber of Commerce



If you wish to contact us here at Kenadar, please write us an email or give us a call. We are looking forward to helping you out with your next donation program, brick engraving or special project.

Kenadar
2309 S. Tacoma Way
Tacoma, WA 98409

Phone: 1-800-733-7303

Email: sales@kenadar.com

