



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
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www.yorkmaine.org

BOARD OF SELECTMEN'S MEETING AGENDA

6:00/7:00PM MONDAY, SEPTEMBER 14, 2015
YORK LIBRARY

6:00PM: Joint Meeting with York Sewer District Trustees

Call to Order

Opening Ceremonies

A. Minutes

1. April 24, 2015 Meeting Minutes
2. May 7, 2015 Meeting Minutes
3. May 11, 2015 Meeting Minutes
4. May 18, 2015 Meeting Minutes
5. May 22, 2015 Meeting Minutes

B. Chairman's Report

C. Manager's Report

D. Introduction of New Staff

1. Patrol Officer – Michael Taddei
2. Patrol Officer – Rance Mills
3. Assistant Planner – Scott Hastings

E. Awards

1. Bid Award: Parks Truck
2. Bid Award: Police Cruiser
3. Bid Award: Village Fire Department Outboard Motors

F. Reports

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

H. Public Hearings

1. November General Referendum Warrant
2. Road Acceptance – Hannaford Drive
3. New Business Licenses

I. Endorsements

Business Licenses: RJ Poulin DBA: Sea Latch Inn, LLC for Innkeeper; located at 277 Long Beach Avenue, Eaton’s Neck, LLC DBA The Lighthouse Inn and Carriage House for Innkeeper and Food Service; located at 20 Nubble Road, Bruce Larson DBA: Southern Maine Lobster for Food Service; located at 1021 US Route One, Kenneth Churchill DBA: Cowboy Café for Food Service; located at 4 Bog Road, Douglas and Margery Mindell DBA: Morning Glory Inn for Bed and Breakfast; located at 120 Seabury Road, Donald and Ann MacAulay DBA: Faircrest Motel for Innkeeper; located at 865 US Route One, and York Harbor Motel, LLC. DBA: York Harbor Motel and Cottages for Innkeepers; located at 780 York Street

J. Old Business

1. Schedule Site Visit for Grant House/Goodrich Park
2. Discussion and Possible Action: Finalize the Definition of “Capital”
3. Discussion and Possible Action: Police Station Project Manager

K. New Business

1. Discussion and Possible Action: Preference Votes for the November General Referendum
2. Discussion and Possible Action: Set Polling Hours and Appoint Warden for the November General Referendum
3. Discussion and Possible Action: Forward November General Referendum Warrant to the Voters
4. Discussion: Overview of KACTS-funded Projects
5. Property Redemptions:
 - a. 164 Camp Eaton
 - b. 184 Camp Eaton
 - c. 184 Mountain Road
6. Discussion and Possible Action: Voting Credentials for MMA Annual Business Meeting

L. Future Agendas

M. Other Business

N. Citizens’ Forum

Adjourn

**BOARD OF SELECTMEN'S
MEETING MINUTES
3:00PM FRIDAY, APRIL 24, 2015
YORK PUBLIC LIBRARY**

Present: Chairman Mary Andrews, Vice-Chairman Robert E. Palmer, Jr., Torbert Macdonald and Town Manager Stephen H. Burns.

Call to Order

Chairman Mary Andrews called the meeting to order at 3:00PM.

A. Executive Session

1. Pursuant to MRSA Title 1, Section 405.6.C – Acquisition of Real Estate

Moved by Mr. Macdonald, seconded by Mr. Palmer to enter into Executive Session. Vote 3-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Palmer to exit out of Executive Session. Vote 3-0, motion passes.

Present: Chairman Mary Andrews, Vice-Chairman Robert E. Palmer, Jr., Torbert Macdonald, Town Manager Stephen H. Burns and members of the press and public.

Call to Order

Chairman Mary Andrews called the meeting to order at 3:30PM.

B. Discussion and Possible Action

1. Discussion and Possible Action: Follow up to Executive Session – Acquisition of Real Estate

Moved by Mr. Macdonald, seconded by Mr. Palmer to direct the Town Manager to place an offer on property subject to guidance provided in Executive Session and subject to voter approval. Vote 3-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Palmer to authorize expenditure of \$12,000 from the contingency account to be used for earnest money. Vote 3-0, motion passes.

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Palmer to adjourn the meeting at 3:34PM. Without objection, so ordered.



**BOARD OF SELECTMEN'S
MEETING MINUTES
10:00AM THURSDAY, MAY 7, 2015
YORK PUBLIC LIBRARY**

Present: Chairman Mary Andrews, Vice-Chairman Robert E. Palmer, Jr., Torbert Macdonald, Jonathan O. Speers and Town Manager Stephen H. Burns.

Call to Order

Chairman Mary Andrews called the meeting to order at 10:00AM.

A. Executive Session

1. Pursuant to MRSA Title 1, Section 405.6.C – Acquisition of Real Estate

Moved by Mr. Macdonald, seconded by Mr. Speers to enter into Executive Session. Vote 4-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Speers to exit out of Executive Session. Vote 4-0, motion passes.

Present: Chairman Mary Andrews, Vice-Chairman Robert E. Palmer, Jr., Torbert Macdonald, Jonathan O. Speers, Town Manager Stephen H. Burns and members of the press and public.

Call to Order

Chairman Mary Andrews called the meeting to order at 10:35AM.

B. Discussion and Possible Action

1. Discussion and Possible Action: Follow up to Executive Session – Acquisition of Real Estate

Moved by Mr. Macdonald, seconded by Mr. Speers to direct the Town Manager to place a counter-offer on property subject to guidance provided in Executive Session. Vote 4-0, motion passes.

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Speers to adjourn the meeting at 10:40AM. Without objection, so ordered.

**BOARD OF SELECTMEN'S
MEETING MINUTES
6:00/7:00PM MONDAY, MAY 11, 2015
YORK LIBRARY**

6:00PM: Annual Meeting with Auditors and Budget Committee

Present: Chairman Mary Andrews, Vice-Chairman Robert E. Palmer, Jr., Torbert Macdonald, Town Manager Stephen H. Burns and members of the press and public.

Call to Order

Chairman Mary Andrews called the meeting to order at 7:00PM.

Opening Ceremonies

A. Minutes

B. Chairman's Report

Chairman Mary Andrews had no report but said that she hopes this past weekend means that summer is on its way.

C. Manager's Report

Town Manager Stephen H. Burns on the topic of summer, reminded everyone that along with summer comes insects and urged people to wear long sleeves, pants and to wear bug spray while outside. Also the Department of Public Works started working on the Cliff Path and should re-open in around two-weeks. This year's York Community Dialogue discussion will be help on the morning of May 30th in the York High School Cafeteria. Mr. Burns also noted that this is the last meeting for Chairman Mary Andrews and wished her well.

D. Awards

1. Bid Award: York Beach Fire Station – Insulation

Moved by Mr. Macdonald, seconded by Mr. Speers to award the bid for insulation improvements at the York Beach Fire Station to Bois Engineering, not to exceed \$11,640. Vote 4-0, motion passes.

2. Bid Award: York Beach Fire Station – HVAC

Moved by Mr. Macdonald, seconded by Mr. Speers to award the bid for HVAC improvements at the York Beach Fire Station to Intelligent Heat and Power, not to exceed \$19,261. Vote 4-0, motion passes.

3. Bid Award: York Beach Fire Station – Door Glazing

Moved by Mr. Macdonald, seconded by Mr. Speers to award the bid for glazing improvements at the York Beach Fire Station to the Overhead Door Company of Portsmouth, not to exceed \$4,125. Vote 4-0, motion passes.

E. **Reports**

1. Fiscal Year 2015 Year to Date Report – Wendy Anderson, Finance Director

Finance Director Wendy Anderson gave a brief report on Fiscal Year 2015 to date. At the end of March, 77% of Revenues have been collected and 74% of Expenditures have been spent. She also mentioned that the tree care budget is over budget because of the overwhelming work that needed to be done for the micro-burst.

Mr. Palmer stated that he thinks Quarterly reports for the last three quarters of each year would be beneficial to the board.

2. York River Steering Committee

Interim Community Development Director Beth Della Valle and Karen Arsenault gave a report briefly touching on the past 5 years that it took to get to the point the committee is at now.

3. Long Sands Bathhouse Building Committee Update and Inquiry – Jim Bartlett, Chairman

Bathhouse Building Committee Chairman Jim Bartlett gave a report on the beginnings of work the Building Committee has started, their 100% commitment to full transparency and their hopeful timeline of a mid-November 2015 start date and a mid-May 2016 end date.

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

form available at this meeting or may obtain the form through the Town Manager's Office.

Public Comment: Frank Patstone
Ted Little
Todd Frederick

G. Approval of Warrant #45

Moved by Mr. Macdonald, seconded by Mr. Speers to approve Warrant #45. Vote 5-0, motion passes.

H. Public Hearings

1. New Business Licenses:
 - a. Stephen Dunne DBA: Dunne's Ice Cream; Located at 214 Nubble Road (Food Service)
 - b. York Elks; Located at 1704 US Route One (Flea Market)
 - c. Karen McElmurry DBA: Simply Grown Rocky Acres; Located at 73 Webber Road (Food Service)

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

Public Comment: None

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

2. Fine Schedules for Board of Selectmen Adopted Codes
 - a. Collection, Transportation and Disposal of Refuse for Residences (Solid Waste Collection, Recycling and Disposal Ordinance)
 - b. Commercial Waste Ordinance
 - c. Mandatory Recycling for Residences and Special Residences (Solid Waste Collection, Recycling and Disposal Ordinance)
 - d. Operation of Town of York Transfer Station for Brush, Leaves, Grass Clippings, White Goods, and Scrap Metal (Solid Waste Collection, Recycling and Disposal Ordinance)
 - e. Transfer Station Permit Program Ordinance
 - f. York Landfill Use (Solid Waste Collection, Recycling and Disposal Ordinance)
 - g. Restricting Weight Limits on Posted Ways
 - h. Traffic Safety Ordinance
 - i. Permit Parking Ordinance
 - j. Ellis Short Sands Park Ordinance

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

Public Comment: None

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

I. Endorsements

1. Business Licenses:

- a. American Legion Post 56 (Food Service, Liquor, Special Amusement and Coin-Operated Amusement) Located at 9 Hannaford Drive
- b. Kiersten Mayes DBA: The Central Restaurant and Bar (Food Service and Liquor) Located at 127 Long Sands Road #7
- c. York Elks 2788 (Flea Market) Located at 1704 US Route One
- d. Rising Tide, LLC DBA: Fun-O-Rama (Coin-Operated Amusement) Located at 7 Beach Street
- e. John and Agnes Biagioni DBA: The Candy Corner, Inc. (Food Service) Located at 14 Railroad Avenue
- f. Chapman Family Realty Trust DBA: Chapman Cottage (Food Service, Liquor, Special Amusement and Bed & Breakfast) Located at 370 York Street
- g. James James, LLC DBA: GiGi's (Food Service, Liquor and Special Amusement) Located at 2 Beach Street
- h. The Goldenrod DBA: The Goldenrod (Food Service) Located at 2 Railroad Avenue
- i. IOTB, LLC DBA: Guac-N-Roll (Food Service, Liquor and Special Amusement) Located at 6 Railroad Avenue
- j. IOTB, LLC DBA: Inn on the Blues (Food Service, Liquor, Special Amusement and Innkeeper) Located at 7 Ocean Avenue
- k. Mojo's BBQ Shacks, LLC DBA: NoLita (Food Service and Liquor) Located at 647 US Route One
- l. Martha Danilowicz DBA: Wicked Good Ice Cream (Food Service) Located at 4 Main Street
- m. York Golf and Tennis Club (Food Service, Liquor and Special Amusement) Located at 62 Organug Road
- n. Sandra Wilson DBA: York Restaurant (Food Service) Located at 1 Railroad Avenue

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the following licenses: American Legion Post 56 (Food Service, Liquor, Special Amusement and Coin-Operated Amusement) Located at 9 Hannaford Drive, Kiersten Mayes DBA: The Central Restaurant and Bar (Food Service and Liquor) Located at 127 Long Sands Road #7, York Elks 2788 (Flea Market) Located at 1704 US Route One, Rising Tide, LLC DBA: Fun-O-Rama (Coin-Operated Amusement) Located

at 7 Beach Street, John and Agnes Biagioni DBA: The Candy Corner, Inc. (Food Service) Located at 14 Railroad Avenue, Chapman Family Realty Trust DBA: Chapman Cottage (Food Service, Liquor, Special Amusement and Bed & Breakfast) Located at 370 York Street, James James, LLC DBA: GiGi's (Food Service, Liquor and Special Amusement) Located at 2 Beach Street, The Goldenrod DBA: The Goldenrod (Food Service) Located at 2 Railroad Avenue, IOTB, LLC DBA: Guac-N-Roll (Food Service, Liquor and Special Amusement) Located at 6 Railroad Avenue, IOTB, LLC DBA: Inn on the Blues (Food Service, Liquor, Special Amusement and Innkeeper) Located at 7 Ocean Avenue, Mojo's BBQ Shacks, LLC DBA: NoLita (Food Service and Liquor) Located at 647 US Route One, Martha Danilowicz DBA: Wicked Good Ice Cream (Food Service) Located at 4 Main Street, York Golf and Tennis Club (Food Service, Liquor and Special Amusement) Located at 62 Organug Road, Sandra Wilson DBA: York Restaurant (Food Service) Located at 1 Railroad Avenue subject to taxes, fees and inspections be current and compliant with the usual noise stipulations. Vote 4-0, motion passes.

J. Old Business

1. Discussion and Possible Action: Fine Schedule for Ordinances Adopted by Board of Selectmen

1. Collection, transportation and Disposal of Refuse from Residences
2. Commercial Waste Ordinance
3. Mandatory Recycling for Residences and Special Residences
4. Operation of Town of York Transfer Station for Brush, Leaves, Grass Clippings, White Goods and Crap Metal
5. Transfer Station Permit Program Ordinance
6. York Landfill Use
7. Restricting Weight Limits on Posted Ways
8. Traffic Safety Ordinance
9. Permit Parking Ordinance
10. Ellis Short Sands Park Ordinance

Moved by Mr. Macdonald, seconded by Mr. Speers to adopt the 10 fore mentioned amended ordinances. Vote 4-0, motion passes.

2. Discussion: Fund Balance Policies

The Town Manager had been asked to create a new fund balance policy which he anticipates will take several meetings and additional research. He feels there is a workable policy in place for the start of the FY17 operating budget, so if the Board is comfortable with his recommendations, he will continue to work on the next steps.

3. Discussion and Possible Action: Findings of Fact, Maynard Dock Application

Moved by Mr. Macdonald, seconded by Mr. Speers approve the Findings of Fact, Conclusions of Law, and Decision regarding the application by Steven and Pamela Maynard. Vote 4-0, motion passes.

4. Discussion and Possible Action: Proposed New Selectmen's Policy Regarding Timing of Referendum-Related Requests

Moved by Mr. Macdonald, seconded by Mr. Speers to adopt the proposed Selectmen's Policy entitled, "Timing of Referendum-Related Requests" as amended. Vote 4-0, motion passes.

K. New Business

1. Discussion and Possible Action: Request a Special Budget Referendum and Address Other Related Issues

Moved by Mr. Macdonald, seconded by Mr. Speers to request a Special Budget Referendum, to be held at the York High School gymnasium on Saturday, July 11, 2015. Vote 4-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Speers to authorize the expenditure not to exceed \$10,000 in total from the contingency account to be utilized for the due diligence tasks identified by the Town Manager's Request for Action. Vote 4-0, motion passes.

2. Discussion and Possible Action: Application for Maine Coastal Program Grant in Partnership with Wells Reserve and York Golf and Tennis

Moved by Mr. Macdonald, seconded by Mr. Speers that the Town of York agrees to be a municipal partner with the Wells Reserve and York Golf and Tennis Club's \$50,000 grant application to the Mine Coastal Program for salt marsh restoration at the York Country Club's property at 6s2 Organug Road. It is understood that the Wells Reserve and the York Golf and Tennis Club will prepare, submit, and manage the grant application and provide any required match for the grant. Vote 4-0, motion passes.

3. Discussion and Possible Action: Request Contingency Funds to Hire a Consultant to Work with the Energy Efficiency Steering Committee on LED Street Lighting

Moved by Mr. Macdonald, seconded by Mr. Speers authorize the use of \$20,000 of contingency funds from the FY2015 operating budget to hire an energy consultant to guide the Town's efforts to replace its current street light system with LEDs. Vote 4-0, motion passes.

4. Discussion and Possible Action: Graduate School for the Town Manager

Moved by Ms. Andrews, seconded by Mr. Speers to approve the selection of University of North Dakota School of Graduate Studies for the Town Manager to pursue continuing education in public administration, per section 9(d) of his employment contract. Vote 4-0, motion passes.

5. Property Redemptions
a. 23 Prospect Street (0025-0052)

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the property redemption of Tax Map 0025-0052, located at 28 Prospect Street, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than July 24, 2015 with cash or certified bank check. Vote 4-0, motion passes.

b. 7 Eaton Pacific West (0040-0061-0162)

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the property redemption of Tax Map 0040-0061-0162, located at 7 Eaton Pacific West, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than July 24, 2015 with cash or certified bank check. Vote 4-0, motion passes.

6. Special Event Permits
a. Zumba with Marianela
b. Josias River Farm Weddings

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the following Special Event Permit Applications subject to all, if any, conditions given by Department Heads: VLD Fitness – Zumba with Marianela: June 14, 2015 and Josias River Farm Weddings: May 30, June 6, 13 and 20, July 18, August 8, 15 and 22, September 12 and 19, and October 3 and 10. Vote 4-0, motion passes.

L. Future Agendas

M. Other Business

N. Citizens' Forum

Public Comment: Kathleen Kluger
Dawn Sevigny Watson

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Speers to adjourn the meeting at 10:00PM. Without objection, so ordered.

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

Present: Robert E. Palmer, Jr., Jonathan O. Speers, Torbert Macdonald, Todd A. Frederick, Dawn Sevigny Watson and Town Manager Stephen H. Burns.

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

Moved by Mr. Speers, seconded by Mr. Macdonald to enter into Executive Session. Vote 5-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Speers to exit out of Executive Session. Vote 5-0, motion passes.

Call to Order

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

Opening Ceremonies

A. Annual Meeting

1. Election of Chair and Vice-Chair

Determined by secret ballot, Robert E. Palmer, Jr. was elected as the Chairman and Jonathan O. Speers was elected as the Vice-Chairman.

2. Establish a Fixed Schedule of Meetings

Moved by Mr. Macdonald, seconded by Mr. Speers to establish a fixed schedule of meetings for the second and fourth Monday of each month, with special meetings and workshops to be scheduled as necessary. Vote 5-0, motion passes.

3. Discussion and Possible Action: Adopt the Selectmen's Policy Entitled "Disbursement of Wages to Municipal Employees"

Moved by Mr. Macdonald, seconded by Mr. Frederick to adopt the Selectmen's policy entitled "Disbursement of Wages to Municipal Employees". Vote 5-0, motion passes.

4. Discussion and Possible Action: Adopt Selectmen's Policy Entitled "Order of Municipal Officers"

Moved by Mr. Macdonald, seconded by Ms. Sevigny Watson to adopt the Selectmen's policy entitled "Order of Municipal Officers". Vote 5-0, motion passes.

5. Discussion and Possible Action: Call a Special Budget Referendum in accordance with Article 2, Section 14 (F) of the Town of York Home Rule Charter; If Necessary

Not Necessary

6. Discussion and Possible Action: Adopt the Town Budget as Certified by the Town Clerk and Approved by the Voters per Article 2, Section 14 (B) of the Town of York Home Rule Charter

Moved by Mr. Macdonald, seconded by Ms. Sevigny Watson to adopt the Town Budget as certified by the Town Clerk and approved by the Voters per Article 2, Section 14 (B) of the Home Rule Charter. Vote 5-0, motion passes.

7. Elect a member to serve on the Hartley Mason Board of Trustees

Moved by Mr. Macdonald, seconded by Mr. Frederick to appoint Mr. Palmer to serve on the Hartley Mason Board of Trustees. Vote 5-0, motion passes.

B. Minutes

C. Chairman's Report

D. Manager's Report

Town Manager Stephen H. Burns reminded citizens that the Lawns to Lobster program will be holding a seminar at Eldridge Lumber on June 4th. Also the Long Sands Bathhouse Building Committee is holding a public participation meeting on Thursday at the Senior Center. Mr. Burns also gave an update on the Clay Hill Road bridge project – a material order was delayed, putting the project behind schedule but hopes to be done by mid-June.

Election Summary: 11,109 Registered Voters, 3,334 People Voted (31% of total) – 2,153 of those were Absentee Ballots (65% of votes cast).

E. Awards

F. Reports

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

Ron McAllister, Chair of the Village Study Committee gave a report on the new draft of the Village Plan.

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

Public Comment: None

H. Approval of Warrant #46

Moved by Mr. Macdonald, seconded by Mr. Speers to approve Warrant #46. Voted 5-0, motion passes.

I. Public Hearings

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

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

Public Comment: None

Moved by Mr. Macdonald, seconded by Mr. Frederick to close the public hearing. Without objection, so ordered.

J. Endorsements

Business Licenses:

- Sean Mitchell DBA: The Bagel Basket (Food Service) Located at 280Yrok Street
- Peter Wagner DBA: Camp Eaton (Food Service) Located at 750 York Street

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

Moved by Mr. Macdonald, seconded by Mr. Frederick to approve the following business licenses: Sean Mitchell DBA: The Bagel Basket (Food Service) Located at 280 York Street, Peter Wagner DBA: Camp Eaton (Food Service) Located at 750 York Street, Stephen Dunne DBA: Dunne's Ice Cream (Food Service) Located at 214 Nubble Road, Kent Kilgore and Randy Small DBA: Fishermen's Dock (Food Service and Liquor) Located at 674 US Route One, Jane Eastman DBA: Harry's Seafood and Grill (Food Service and Liquor) Located at 15 Railroad Avenue, Karen McElmurry DBA: Simply Grown at Rocky Acres (Food Service) Located at 73 Webber Road, Alec Brown DBA: Seacoast Brother's Butcher Shop (Food Service) Located at 459 US Route One, IOTB, LLC DBA: Slice (Food Service and Liquor) Located at 9 Ocean Avenue, Wiggly Bridge Distilleries, LLC DBA: Wiggly Bridge Distillery (Food Service and Liquor) Located at 19 Railroad Avenue, St. Aspinquid Lodge #198 (Food Service and Flea Market) Located at 101 Long Sands Road, York's Wild Kingdom (Coin-Operated Amusement) Located at 23 Railroad Avenue subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

K. Old Business

1. Discussion and Possible Action: Requests of the York Village Study Committee

Moved by Mr. Macdonald, seconded by Mr. Frederick to request the Planning Board propose the Village Master Plan be incorporated into the Comprehensive Plan this coming November. Vote 5-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Frederick to request the Planning Board to initiate the process of creating a zoning district and standards for the

York Village Center, consistent with the York Village Master Plan. Vote 5-0, motion passes.

2. Discussion and Possible Action: Weather-Based Predictive Beach Postings

Moved by Mr. Macdonald, seconded by Mr. Speers to adopt the "Site Specific Precautionary Rainfall Advisory Framework for York, Maine Beaches" as Selectmen's policy and to implement the program for the 2015 beach season. Vote 5-0, motion passes.

3. Discussion and Possible Action: Bathhouse Building Committee's Question about Proceeding

Moved by Mr. Frederick, seconded by Mr. Macdonald to direct the Bathhouse Building Committee to proceed with their work. Vote 5-0, motion passes.

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

No action taken.

L. New Business

1. Discussion and Possible Action: Initiate Bidding Process for FY16 Heating Fuels – Oil, Propane and Wood Pellets

Moved by Mr. Macdonald, seconded by Mr. Frederick to direct the Town Manager to execute the solicitation of bids for the FY16 Heating Fuels for Town Buildings. Vote 5-0, motion passes.

2. Discussion and Possible Action: Adopt Schedules for Referenda in November 2015, May 2016 and November 2016

Moved by Mr. Macdonald, seconded by Ms. Sevigny Watson to adopt the timelines for the referenda in November 2015, May 2016 and November 2016. Vote 5-0, motion passes.

3. Discussion and Possible Action: Outsourcing General Assistance

Moved by Mr. Macdonald, seconded by Mr. Speers to contract General Assistance administration to York Community Service Association, as set forth in the agreement from June 1, 2015 through June 30, 2016 for a fee in the amount of \$750.00 per month. Vote 5-0, motion passes.

M. Other Business

N. Citizens' Forum

Public Comment: David Emery

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Speers to adjourn the meeting at 9:50PM. Without objection, so ordered.

**BOARD OF SELECTMEN'S
MEETING MINUTES
9:00AM FRIDAY, MAY 22, 2015
YORK PUBLIC LIBRARY**

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

Call to Order

Chairman Robert E. Palmer, Jr. called the meeting to order at 9:00AM.

A. Old Business

1. Discussion and Possible Action: Calling a Special Budget Referendum and Related Items

Moved by Mr. Macdonald, seconded by Mr. Frederick to call a Special Budget Referendum on July 11, 2015, at the York High School Gymnasium, from 8:00AM to 8:00PM, for the following question, approved by the Budget Committee at the meeting on May 21, 2015: "ONE: Shall the Town (1) authorize the purchase of the property at 9 Hannaford Drive and approve the design and construction of renovations to the existing site and building for use as a public safety building (the "Project); (2) appropriate a sum not to exceed \$3,900,000 for the costs of this Project; and (3) to fund this appropriation use funds borrowed by the Town pursuant to the authority provided by Article 38 of the May 21, 2011 referendum which approved the "Public Safety Building" project and authorized the issuance of municipal bonds therefor.

Statement of Fact: This article would approve funding for the acquisition of the property from the American Legion for conversion to a Town police station. The cost of the property purchase is \$1,200,000, and up to the remaining \$2,700,000 of funds would be utilized to convert the building and site for use as the Town's police station. Funds not utilized for the property at 9 Hannaford Drive would remain for use at the York Beach site to construct the road and site improvements, stabilize the former

construction site and remediate violations. The Board of Selectmen shall still require satisfaction of all due diligence tasks before closing on this property". Vote 5-0, motion passes.

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Frederick to adjourn the meeting at 9:25AM. Without objection, so ordered.

MEMO



TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager 
DATE: September 10, 2015
RE: Joint Meeting with the York Sewer District Trustees

I spoke with Tim Haskell, Superintendent of the York Sewer District, this past Tuesday about our meeting next Monday night. We didn't set a formal list of agenda topics, but generally speaking we outlined the following:

- Focus discussion on the Cape Neddick River area. How can we help clean up the Cape Neddick River?
- What are the District's priorities with respect to this area?
- How does the District make decisions about sewer expansion projects, and what are the costs property owners can expect to pay?
- Are there ways to incent expansions?
- How does the District think the Town should help or be involved?

We should be keeping the discussion focused on high-level ideas and suggestions and avoid getting lost in the weeds.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 10, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 14, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Bid Award - Parks and Recreation Department Truck	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The Parks and Recreation Department recently went to bid for one new $\frac{3}{4}$ ton pickup truck with aftermarket rack body and hoist. Bids were advertised in Seacoast News Papers as well as directly mailed to Starkey Ford in York, Weirs Motors in Arundel and Walker Chevrolet in Parsonsfield.

The Town received one bid from Starkey Ford. The discounted government price was \$32,444, less the trade in allowance of \$5,650 for a bid price of \$27,794. While the Town only received one bid, we feel it's an excellent price from a local vendor. The Town budgeted \$34,000 for this vehicle.

RECOMMENDATION: To award the bid for the Parks Department truck to Starkey Ford of York, Maine in the amount of \$27,794.

PROPOSED MOTION: Move to award the bid for the Parks Department truck to Starkey Ford of York, Maine in the amount of \$27,794.

FISCAL IMPACT: \$27,794

DEPARTMENT LINE ITEM ACCOUNT: Capital Account - Parks Truck

BALANCE IN LINE ITEM IF APPROVED: \$6,206

PREPARED BY:

REVIEWED BY:

TOWN OF YORK
BID PRICE FOR
NEW ¾ Ton Pickup Truck with rack body

BID SUBMISSION DATE: date SEPTEMBER 3, 2015
BID SUBMISSION DEADLINE: date SEPTEMBER 3, 2015

Proposer hereby offers to provide the equipment described in the applicable specifications.

A. Name of company submitting proposal: STARKEY FORD INC

Address: P.O. BOX 37, YORK, ME 03909

Telephone: 207-363-2483

B. Provide one (1) new current ¾ Ton Truck (including cost of body)

Manufacturer: FORD F-250 4X4

Model Year/Number: 2016

Discounted government price: \$32,444.00

Trade in allowance: 5,650.00

Total Price: \$26794.00

C. Summary of total costs to Town of York as follows:

Total for one (1) new Truck \$ 26,794.00

Total net cost to Town: \$ 26,794.00

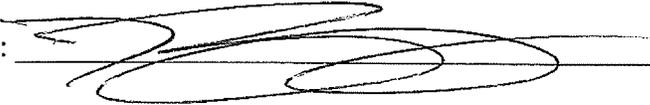
D. Approximate delivery date: AS DICTATED BY MANUFACTURER

E. Name of company representative authorized to submit proposals:

Name: ROBERT BERRY JR

Title: SALES & LEASING CONSULTANT

Date: SEPTEMBER 3, 2015

Signature: 

Return sealed bids to: Steven Burns, Town Manager
Town of York
186 York Street
York, ME 03909

Clearly mark envelope: **“Proposal on ¾ Ton Pickup”**



STARKEY FORD, Inc.

Tel. 207.363.2483
Fax. 207.363.3547
E-mail. info@starkeyford.com

422 Route 1
P.O. Box 37
York, Maine 03909-0037
www.starkeyford.com

SEPTEMBER 3, 2015
STEVEN BURNS, TOWN MANAGER
TOWN OF YORK
186 YORK ST
YORK, ME 03909

DEAR SIR;

STARKEY FORD INC SUBMITS THE FOLLOWING BID FOR (1) ONE FORD 2016
¾ TON PICKUP WITH AFTERMARKET RACK BODY AND HOIST.

AS QUOTED FOR THE TOWN OF YORK:

PRICE OF ONE 2016 FORD F250 4X4 BODY & HOIST	\$32,444.00
LESS TRADE OF 2004 GMC 3500	<u>5,650.00</u>
NET PRICE	\$26,794.00

MANUAL AVAILABLE FOR CD-ROM IS \$177.00.

SINCERELY,

ROBERT BERRY JR

SALES & LEASING CONSULTANT

DELIVERY TIME AS DICTATED BY MANUFACTURER

Truck Specifications

Models:

1. Ford F-250 XL 4X4..... yes no
2. GMC Sierra 2500 4X4..... yes no
3. Chevy Silverado 2500 4X4..... yes no

Bidder Comments:

Engine:

1. Not less than 6.0 Liter V8..... yes no

Bidder Comments:

Transmission:

1. Heavy duty 6 speed automatic w/overdrive..... yes no

Bidder Comments:

Axles:

1. 3.73 non-limited slip ratio..... yes no

Bidder Comments:

Electrical:

1. Highest available 12-volt alternator..... yes no
2. Heavy duty battery highest CCA available..... yes no

Bidder Comments:

Color:

1. Metallic Grey.....yes no

Bidder Comments:

Interior:

1. Heavy Duty Vinyl 40/20/40 split bench.....yes no
2. Full vinyl/rubber floor covering..... yes no
3. High output heater/defroster with air conditioning..... yes no
4. Electronic shift 4WD..... yes no
5. AM/FM Radio or included in package..... yes no
6. Variable intermittent wipers with washer..... yes no
7. Power equipment group..... yes no
8. Tinted safety glass..... yes no
9. Tilt wheel with speed control..... yes no
10. Upfitter electrical Switches..... yes no
11. Integrated trailer brake controller..... yes no

Bidder Comments:

Exterior:

1. Largest fuel tank offered.....yes no
2. Trailer towing package.....yes no
3. Spare full size tire and wheel.....yes no

- 4. Under hood compartment light.....yes no
- 5. Automatic locking front hubs.....yes no
- 6. Skid plates.....yes no
- 7. Recovery hooks.....yes no
- 8. Snow plow prep package.....yes no
- 9. Exterior backup alarm.....yes no
- 10. Pickup box delete.....yes no
- 11. Trailer Tow Package.....yes no

Bidder Comments:

Tires:

- 1. LT 245/75Rx17E All Terrainyes no

Bidder Comments:

Truck Body:

Vehicle is to be equipped with an aftermarket truck platform (rack) body that meets the following specifications:

- 8ft platform type body
- 2" wood flooring
- 11 ga. Crossmembers
- 2x4 stake pockets
- Flush mount marker package
- 24" steel racks
- ICC step bumper
- Rear mud flaps
- Electric hydraulic double acting hoist
- Heavy duty 2" receiver with 7 blade RV trailer plug
- Responder LP series mini light bar LED amber unit mounted on headboard and wired into upfitter switches.

- Ziebart corrosion protectant applied to chassis and body

Bidder Comments:

Warranty:

1. Manufacturer's warranty shall be minimum of three years or 36,000 miles on entire vehicle..... yes no

***Bidder shall attach copy of warranty.**

Bidder Comments:

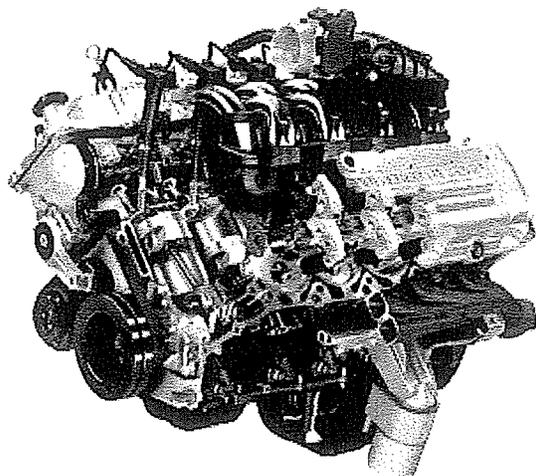
Manuals:

1. Owner's manual..... yes no
2. All repair manuals..... yes no
3. All parts manuals..... yes no
4. Any manuals available on CD..... yes no

Please price manuals separately.

Bidder Comments:

2015 F-250/F-350/F-450 SD Pickups: Powertrain Limited Warranty — Gasoline Engine



- Powertrain Limited Warranty for Ford vehicles is 5 years or 60,000 miles, whichever comes first
- That's an additional 2 years/24,000 miles of coverage for components such as the engine, transmission and rear-wheel-drive parts (refer to the vehicle owner manual for a more comprehensive list of all the parts covered) beyond the vehicle's 3-year/36,000-mile Bumper-to-Bumper limited warranty

NOTE: Please see the Major Product Summary pages and/or the Dealer Ordering Guide for availability.

115 YEARS Building Maine's
Toughest Work Trucks



MESSER
Truck Equipment

MESSER TRUCK EQUIPMENT
170 WARREN AVE.
WESTBROOK, ME 04092
(207) 854-9751
Fax (207) 854-8042
www.messertruckequipment.com

Quote

Date	Quote #
9/1/2015	11085

Name / Address
STARKEY FORD, INC. P O BOX 37 YORK, ME 03909

Attention	Terms	Sales Representative	Acct. Rep	P.O. No.
ROB	Net 30	BOB TARDIFF	225	
Description		Qty	U/M	Total
TOWN OF YORK PARKS DEPARTMENT BID 8' Knapheide Platform Body Model PVMX-838C Price includes: Installation on 56" CA single rear wheel pickup 2" Thick wood platform 11Ga. high strength crossmembers 5" Structural longsills 2" x 4" Stake pockets Flush mount marker light package BH4080C Bolt in headboard 28" Steel racks ICC step bumper with heavy duty 2" receiver hitch and 7 blade RV trailer plug and safety chain loops Rear mud flaps VENCO 6300 1ED electric hydraulic double acting hoist Whelen Responder LP mini LED bar light installed on a mounting plate on the headboard and wired to factory switch in dash		1		8,000.00
We propose to furnish material and labor, in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the quotation. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance. Any applicable Federal Excise Tax is not included in the above quotation. Quote valid for 30 days from date of issue.		Sales Tax (5.5%)		\$0.00
		Total		\$8,000.00

Acceptance of Proposal - Sign and Return _____

CNGP530 VEHICLE ORDER CONFIRMATION 09/01/15 11:04:15

==> Dealer: F11552

2016 F-SERIES SD Page: 1 of 2

Order No: 9999 Priority: K1 Ord FIN: QK866 Order Type: 5B Price Level: 615

Ord PEP: 600A Cust/Flt Name: YORK REC PO Number:

	RETAIL		RETAIL
F2B	F250 4X4 SD R/C \$35180	JOB #1 BUILD	
	137" WHEELBASE	10000# GVWR PKG	
J7	MAGNETIC	213 ELECTRONIC SOF	185
A	VNYL 40/20/40	41H ENG BLK HEATER	NC
S	STEEL	41P SKID PLATES	100
600A	PREF EQUIP PKG	425 50 STATE EMISS	NC
	.XL TRIM	473 SNOW PLOW PKG	85
572	.AIR CONDITIONER NC	512 SPARE TIRE/WHL2	295
	.AM/FM STER/CLK		
996	.6.2L EFI V8 ENG NC	TOTAL BASE AND OPTIONS	38230
44P	6-SPD AUTOMATIC NC	TOTAL	38230
TBM	LT245 BSW AT 17 165	*THIS IS NOT AN INVOICE*	
X37	3.73 REG AXLE NC		
90L	PWR EQUIP GROUP 895	* MORE ORDER INFO NEXT PAGE *	
66D	LESS PICKUP BOX (625)	F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. QC09116

fmcdealr@Rob-PC
Sep 1, 2015 11:04:15 AM

CNGP530 VEHICLE ORDER CONFIRMATION 09/01/15 11:04:49

==> Dealer: F11552

2016 F-SERIES SD Page: 2 of 2

Order No: 9999 Priority: K1 Ord FIN: QK866 Order Type: 5B Price Level: 615

Ord PEP: 600A Cust/Flt Name: YORK REC PO Number:

RETAIL RETAIL

52B BRAKE CONTROLLR \$270

525 CRUISE CONTROL 235

TELE TT MIR-PWR

JACK

66S UPFITTER SWTCH 125

76C REVERSE ALARM 125

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1195

TOTAL BASE AND OPTIONS 38230

TOTAL 38230

THIS IS NOT AN INVOICE

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09116

fmcdealr@Rob-PC

Sep 1, 2015 11:04:49 AM



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: September 10, 2015	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: September 14, 2015	
Regular <input checked="" type="checkbox"/> Work Session _____	
Subject: Acceptance of the bid for two 2016 Ford Utility Police Cruisers.	

TO: BOARD OF SELECTMEN
FROM: Captain Charles J Szeniawski
RECOMMENDATION: For the BOS to approve the bid for two 2016 Ford Utility Police Cruisers from Quirk Ford of Augusta, ME.
PROPOSED MOTION I move to award the bid for the purchase two 2016 Police Utility Cruisers to Quirk Ford of Augusta in the amount of \$ 42,348.00 from the capital cruiser account of the Police Department.

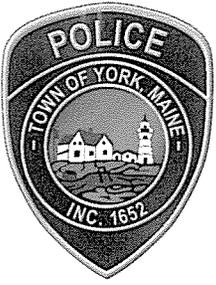
Discussion:

FISCAL IMPACT: \$42,348.00
DEPARTMENT LINE ITEM ACCOUNT: Capital cruiser account
BALANCE IN LINE ITEM IF APPROVED: \$57,713.00

Prepared By: Captain Charles J Szeniawski

Capt. Charles J Szeniawski

Reviewed By: Town Manager Stephen H. Burns _____



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch:
Non-Emergency
(207) 363-4444

Administration:
(207) 363-1031

Facsimile:
(207) 361-6818

www.yorkpolice.org

*Committed
to excellence*

Memorandum

Date: September 14, 2015
To: Board of Selectmen
Cc: Town Manager Steven Burns
From: Captain Charles J Szeniewski *CJS*
RE: Ford Police Utility Interceptor Bid Acceptance

The Police Department is replacing two 2011 Crown Victoria Patrol Cruisers that are used by patrol in the performance of their duties. The current vehicles have 120,450 and 106,000 miles respectively. Maintenance due to their road miles and engine miles is a concern and starting to become costly. The vehicles we are looking to purchase are two 2016 Ford Utility Police Cruisers with V6 engines.

A bid request for the two (2) 2016 Ford Utility Police Interceptors was sent out to six Ford dealerships. Three bids were received by the September 9th 1200 PM deadline and were opened in the Town Manager's Office at 2:00 PM.

Quirk Ford of Augusta Maine submitted a total bid price of \$42,348.00. This price reflected a base price of \$53,130.00 for two units minus \$ 10,782.00 the trade-in value for our two 2011 Crown Victoria's.

Yankee Ford of South Portland Maine submitted a total bid price of \$49,104.00. This price reflected a base unit price of \$55,604.00 for the two new vehicles minus the trade-in value of \$6500.00 for the two 2011 Crown Victoria's.

Starkey Ford of York Maine submitted a total bid price of \$46,546.00. This price reflected a base unit price of \$53,646 for the two new vehicles minus the trade-in value of \$7100.00 for the two 2011 Crown Victoria's.

This process reflected a difference of \$4,198.00 between the bids of Starkey Ford and Quirk Ford and a difference of \$6756.00 between the bids of Yankee Ford and Quirk Ford. In light of these differences, it is my recommendation that the Board of Selectmen award the bid to Quirk Ford of Augusta for the purchase of two 2016 Ford Utility Police Interceptors

After carefully reviewing all proposals for the replacement of the outboard motors on the Water Rescue boat, it is the recommendation of the York Fire Department and York Water Rescue team that the bid be awarded to Moose Landing Marina in Naples, Maine, for the following reasons:

- The proposed project cost is \$14,913.72. This is significantly less than the \$21,000 budget, and is \$3464.28 less than the lowest comparable proposal.
- Despite the significantly lower cost, the proposal submitted by Moose Landing Marina includes upgraded equipment and additional value-added features, including spare propellers, engine covers, new fuel/water separator, and more advanced rigging (controls, gauges, etc.). Comparable proposals do not include all of these items.
- The trade-in offer for existing equipment from Moose Landing Marina exceeded offers contained in competitive proposals by at least \$1000.00.
- The total cost of labor for the project as proposed by Moose Landing Marina is \$800.00. This is at least \$1200.00 less than comparable proposals.
- Future service for the proposed equipment can still be performed by local vendors, minimizing time out of service.
- Moose Landing Marina is a reputable full-line outboard dealer for Yamaha Marine products and



Submission of Bid/Proposal for Services

09/3/15

To; York Town Hall
186 York St.
York, Maine 03909
Assistant to Town Manager
YFD OUTBOARDS - Sealed Bid Proposal

To whom it may concern,

Please see attached the proposal for re-power of the Ribcraft boat owned by the York Village Fire Department. The bid attached includes the following items as well as what is noted on the attached quotation:

- (3) Year Yamaha Engine Warranty Serviceable at any Yamaha Factory Authorized Service Center
- (2) F70LA Four Stroke, Fuel Injected, 70 Horsepower Engines, weighing 252lbs each.
- Trim and Tilt
- All Gauges, Controls, Harnesses, and Installation Labor required to complete this project including sea-trial and on the water orientation with the personnel responsible for the care and use of the engines.
- Removal of the Honda Engines and associated rigging parts.

Any questions regarding the proposal can be addressed to:

Will Monson
Sales Manager
Moose Landing Marina
207-693-6264
will@mooselandingmarina.com

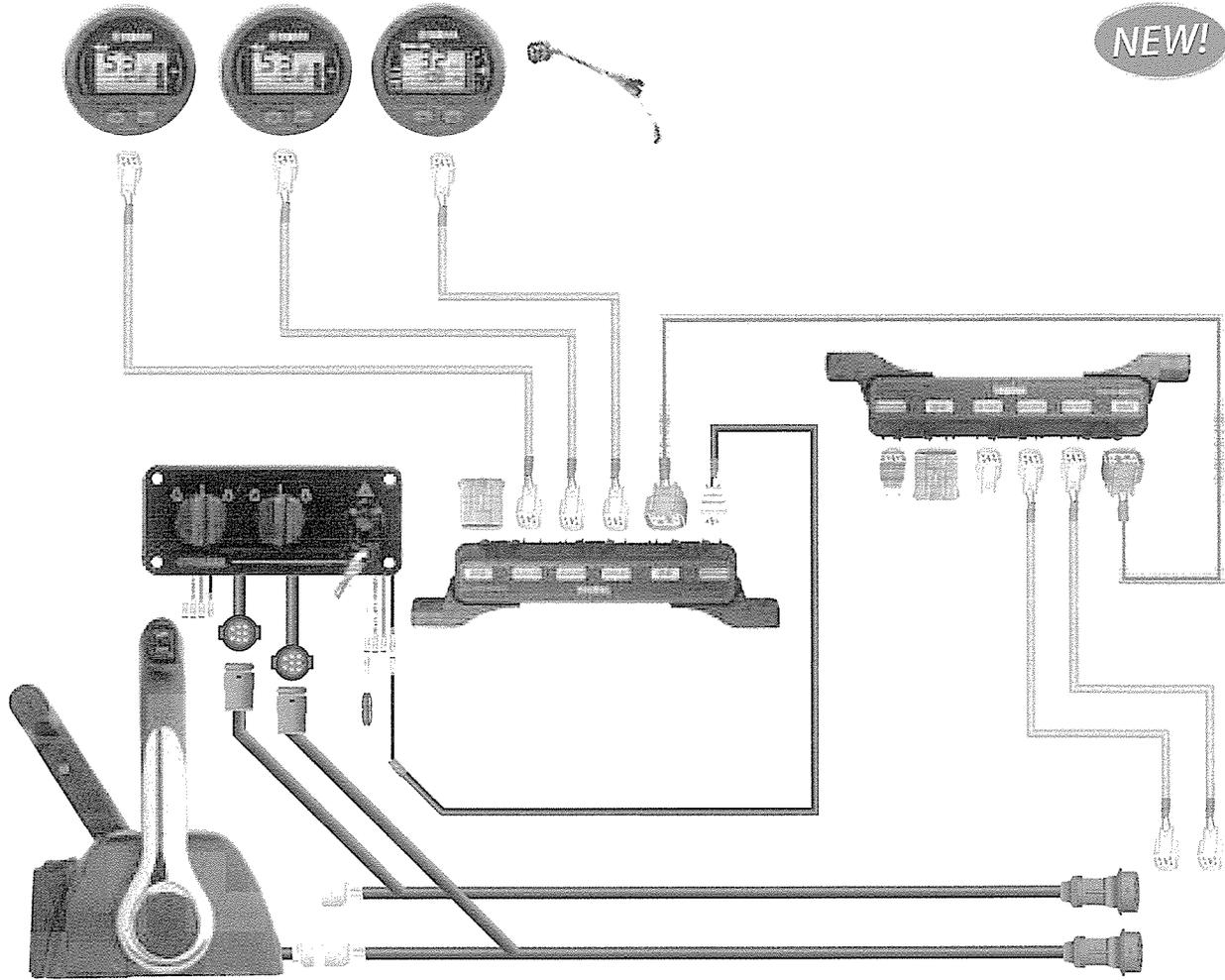
Thank you,


Will Monson

Rigging Estimate Guide

Twin Engines with Binnacle Controls - Command Link®

NEW!



Parts order list for basic installation:

Quantity	Description	Part Number
1	Command Link® Twin Engine Three Gauge Kit w/ 704 Control	6Y8-0E83R-51-00
1	Main Bus Harness, Rear Hub to Front Hub	See List ¹
3	Pigtail Harness, Front Hub to Gauges	See List ²

¹ Main Buss Harnesses

1 ft.	6Y8-82553-01-00
10 ft.	6Y8-82553-50-00
15 ft.	6Y8-82553-11-00
20 ft.	6Y8-82553-21-00
25 ft.	6Y8-82553-31-00
30 ft.	6Y8-82553-41-00

² Pigtail Harnesses

1 ft.	6Y8-82521-01-00
2 ft.	6Y8-82521-11-00
3 ft.	6Y8-82521-21-00
6 ft.	6Y8-82521-31-00
9 ft.	6Y8-82521-41-00
12 ft.	6Y8-82521-51-00

General Information

Rigging Estimate Guide (Diagrams)

Rigging Components

Electrical Components

Engine Accessories

Propellers

Maintenance Items

Oils & Lubes

Detailing & Trailer Supplies

Accessories & Apparel

Generators & Accessories



QUOTATION/ BID FOR SERVICES

09/3/15

TO: Town of York Maine Fire Department

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Yamaha F70 LA 70 Horsepower Outboards	2	\$ 7,134.37	\$ 14,268.74
Twin Binnacle Control w/ trim	1	\$ 576.25	\$ 576.25
Propellers, Aluminum	2	\$ 196.25	\$ 392.50
Twin Engine Key Switch	1	\$ 311.25	\$ 311.25
Main Harness - 20'	1	\$ 101.25	\$ 101.25
Trim/ Tilt Harness	2	\$ 36.18	\$ 72.36
Fuel Water Separator	2	\$ 42.31	\$ 84.62
Digital Tachometers and Hour	2	\$ 242.50	\$ 485.00
Digital Speedometer, and Fuel	1	\$ 297.50	\$ 297.50
Spare Propellers	2	\$ 196.25	\$ 392.50
Covers, Weather Covers F70LA	2	\$ 65.87	\$ 131.75
Labor / Hour	8	\$ 100.00	\$ 800.00
Subtotal			\$ 17,913.72
Tax 0.00%			\$ 0.00
Trade IN; 2005 Honda 50 AKLRT x2		Trade In	\$ (3,000.00)
TOTAL			\$ 14,913.72

Customer Acceptance _____ Date _____

Please make the check payable to:

Moose Landing Marina, 32 Moose Landing Trail, Naples, Maine 04055

Thank you,

Will Monson



Representing & Servicing

Sea Ray

Boston Whaler

Grady White

Carver

Albemarle

Alumacraft

Triumph

Mercury

Bombardier

Yamaha

Zodiac

AB Inflatables

Raymarine

Icom

Garmin

Premier

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Sales

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Service

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Storage

•

50 US Route One Bypass

•

Kittery

•

Maine

•

03904

•

Tel. (207) 438-0901

•

Fax (207) 438-0903

Proposal for twin Yamaha F70's onto rescue boat:

Twin Yamaha F70LA (20") EFI

Rigged onto boat per attached Yamaha rigging guide with components shown including props and cables

Yamaha District Service Manager will water test for choosing props for best performance.

\$21,053

Proposal does not include taking Hondas in trade. Port Harbor Marine will help in selling Hondas by listing on Craig's List and/or EBay.

Thank you for allowing Port Harbor Marine to propose re-powering York's rescue boat,


David Giguere

Midrange Model

F70

Midrange Model F70



Key Benefits

- At only 253 pounds dry weight, the F70 is lighter than all four strokes and two-stroke outboards of similar horsepower
- Highest horsepower-per-liter of displacement in its class, a 16-valve, SOHC, four-cylinder in-line design, and a lower unit gear ratio of 2.33:1 combine with a single-throttle valve and individual long-tube intake tracks for outstanding hole shot and acceleration
- An array of sensors continuously adjust both the sophisticated electronic multi-point fuel injection system and advanced TCI micro-computer ignition system to help ensure maximum power and fuel efficiency



Four-Stroke **F70** Midrange Model

Price

Model	MSRP	Price
F70LA	\$9,130	\$ _____

Specifications

Engine

Type	16-Valve, SOHC In-Line Four-Cylinder
Displacement	996cc 60.8ci
Bore x Stroke	65 x 75mm 2.56 x 2.95in
Full Throttle RPM Range	5300 ~ 6300
Variable Trolling RPM Range	650 ~ 900
Horsepower Rating at Propshaft	70hp at 5800 rpm
Compression Ratio	9.4:1
Fuel Induction	EFI SOHC Four Valves Per Cylinder
Alternator Output	17 Amp
Starting Method (See Model Code)	Electric w/PTT
Ignition	TCI Microcomputer
Lubrication	Wet Sump
Degree of Trim	-4° through +16°
Degree of Tilt	65°
Exhaust	Through Propeller
Cooling	Water Thermostatic Control

Drive

Gear Shift	Forward, Neutral, Reverse
Gear Ratio	28:12 2.33:1

Shaft Length

See Model Code	L = 20"
----------------	---------

Fuel and Lubrication

Recommended Fuel	Regular Unleaded Minimum Pump Octane 87
Recommended Fuel Filtration	Yamaha 10-Micron Fuel/Water Separating Filter (external)
Recommended Oil	Yamalube® 4M (See owner's manual)
Engine Oil Capacity	2.1L/1.9L with/without filter 2.2qt/2qt with/without filter

Equipment

Engine*

Lighting Coil	Standard
Rectifier/Regulator	Standard
Sacrificial Anodes	Standard
Overheat Warning	Standard
Over-Rev Protection	Standard
Low Oil Pressure Warning	Standard
Water-in-Fuel Warning	Standard

Gauges*

Command Link Plus®	Not Compatible
Command Link®	Optional
Yamaha Multi-Function	Optional
External NMEA-2000® Display	Optional
Analog	Optional

Controls*

Helm Master®	Not Compatible
Command Link Plus DEC Controls	Not Compatible
Mechanical I Cable	Optional
Multi-Function Tiller Handle	Optional
Standard Tiller Handle	N/A

Other*

Command Link Gateway	Optional
Y-COP® I Immobilizer	Optional
Variable Trolling RPM	Optional
Analog Gauge Interface	Optional
Dual Engine Tie-Bar	Optional
Dual Engine Kit	Optional
Fuel Hose	N/A
Steering Link Arm	Standard
External Fuel Tank	Optional

Maintenance Specifications

NGK® Spark Plug**	LKR7E
Oil Filter	5GH-13440-50-00
Prop Nut	22mm
Fuel Hose Diameter	8mm

Weight

F70LA
115kg | 253 lbs

Weight is measured without motor oil, gearcase oil and propeller .

*Consult appropriate Yamaha rigging information for complete rigging compatibility and requirements for particular configurations. Rigging items sold separately.

**NGK is a registered trademark of NGK Spark Plug Co., Ltd.

Four-Stroke F70 Midrange Model

Standard Features | Equipment

Power/Performance

- Lightweight SOHC, 16-Valve Design
- Multi-point Precision Fuel Injection
- Blow-By Gas Reburning System

Reliability/Durability

- Single Throttle Valve
- Sacrificial Anodes
- YDC-30 Aluminum Alloy
- Phaze Five™ Paint System
- Engine Warning System
- High Output Alternator
- On-Engine Fuel/Water Separating Filter
- Water Draining Air Intake Duct
- SST Drive, Prop, Shift Shafts
- Magnetic Drain Plug

Convenience/Control

- Power Trim & Tilt
- Freshwater Flush
- External Tilt Switch
- Spin On Oil Filter
- Long-Span Mounting System
- Labyrinth Exhaust
- Yamaha Diagnostic System
- Optional Tilt Limiter

Most Popular Propeller

NEW Talon SDS (Aluminum)



No. of Blades	3
Rotation	RH
Available Pitches	9 - 16
Most Popular Pitch	12

Also Available

	NO. OF BLADES	ROTATION	AVAILABLE PITCHES
Aluminum	3	RH	11 - 25
Pontoon Performance Series	3	RH	9 - 13
Turbo Quest	3	RH	14 - 21

(See pages 169-170 and 187-188 of Propellers Section for specifications)

POWER + PERFORMANCE

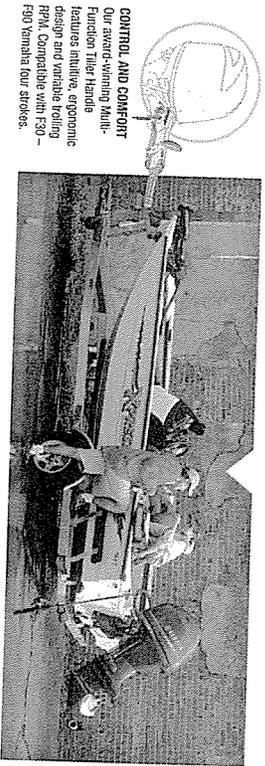
Now this is how you take off for the day.

Family, Friends, Fishing. Or flying across the water. However you prefer to relax and recharge, there's a reliable Yamaha Midrange with the horses to make it happen. From the spirited F25 on up to the mighty F90, Yamaha Midranges offer the right size of horsepower for everything from deep-V aluminum to small pontoons and from center consoles to skiffs. If you're looking for the perfect way to take off for the day, look into a fun, fuel-efficient, four-stroke Yamaha Midrange.



perfectly POWERFUL

Midranges allow you to fine-tune horsepower to your boat size and application. At just 214 pounds, our F40 is perfect for lightweight craft such as inflatables or aluminum fishing boats.



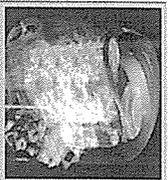
CONTROL AND COMFORT
Our award-winning Multi-Function Tilt Handle features intuitive, ergonomic design and variable trolling RPM. Compatible with F30-F90 Yamaha four strokes.

12 | www.yamaha.com

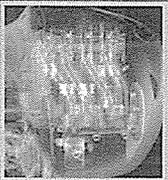
THE MULTI-FACETED
MIDRANGE
FOUR-STROKE
SERIES
MODELS: F30 | F75 | F70 | F60 | F50 | F40 | F30 | F25



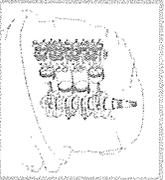
perfectly
POWERFUL | MIDRANGE FOUR-STROKE SERIES



LIGHTWEIGHT DESIGN A specially designed engine block, two-piece upper case and 10% lighter pistons* make the F70 more than 80 pounds lighter than its closest four-stroke competitor. (Compared to Yamaha's 160)



POWERFUL HOLE SHOT A composite intake manifold, F30 through F90, with pulse-tuned intake increases airflow, boosting torque for a powerful hole shot and max acceleration.



CLASS-LEADING HORSEPOWER. PER-LITER The F70's serviced single-overhead-camshaft design with four valves per cylinder and its 17% larger intake valve area when compared to our 160 model produce incredible power.



POWER AND EFFICIENCY Precision Multi-Point Electronic Fuel Injection (F30 through F90) delivers the exact amount of fuel needed for optimum performance and efficiency.

The heavy-hitter is also the lightest in its class.

Years after hitting the water, the F70 Midrange still heads its class in power-to-weight ratio. Although, at up to 80 pounds lighter than other four-stroke competitors, it's in a class by itself. The F70's light weight, combined with a 16-valve SOHC design and high gear ratio make it one of the most responsive outboards on the water. Now, any inshore boater would get a kick out of that.



MODERN DESIGN The popular F50 and F80 Midrange outboards feature new, streamlined cowl designs, with a re-engineered engine pan for better drainage.



RELIABLE CONTROLS For added security, the factory-equipped handle on the F40 tiller model features LED lights that signal overheating or low oil pressure conditions.



JET PUMP OPTION The F90, F80, and F40 Midranges are also available in a jet drive design, ideal for shallow water and rocky-bottom rivers.

MIDRANGE MODELS:

P90 | F75 | F70 | F60 | F50 | F40 | F30 | F25



Midrange Midrange 70 - 75 hp (55-55.5) - 1997 cc (120.5) - 17.5 hp (12.8) - 17.5 hp (12.8)

34 | MIDRANGE FOUR-STROKE

TO SEE MORE FEATURES VISIT
YamahaOutboards.com/Midrange

Island Marine Service

32 Rt. 236
 Kittery, ME 03904
 207-439-3810

Estimate

Date	
7/31/2015	E-15-0276

Customer	Boat Information	Engine(s) Make/Model	
YORK FIRE DEPARTMENT 1 FIREHOUSE DRIVE YORK, ME 03909 207-363-1015	MAKE: RIBCRAFT MODEL: OPEN WATER RESCUE NAME: BOAT 1	TWIN HONDA BF50A5XRTA	
		Serial #: Engine 1- Port	Serial #: Engine 2- Stbd
		BAZS-3501150	BAZS-3501219

Completed Date
7/31/2015

Qty	Description	Rate	Amount
	REPOWER WITH TWIN MERCURY 60HP OUTBOARDS: Remove existing Honda Marine engines, controls, cables, harnesses etc. from boat. Install new Mercury Marine twin engine control with trim switches, control cables, wiring harness, gauges etc. on console. Install analog fuel gauge on console, confirm correct outboard mounting location on transom and mount new outboards. Replace fuel/ water separating filter assembly, replace fuel lines and primer bulbs from fuel tank to outboards, connect existing hydraulic steering system and make all connections. Install new aluminum propellers, complete manufacturers Pre-Delivery Inspection on both outboards, test run both in our shop tank to confirm proper operation. Transport and launch at Badgers Island Marina, seatrial at all speeds, confirm top rpm and proper operation at all speeds. Includes 1 hour of operating and maintenance instruction with customer.	2,850.00	2,850.00
2	Mercury Marine 60EXLPT Command Thrust 4 stroke EFI outboard (60 horsepower, electric start, 25" shaft length, power trim)	8,355.00	16,710.00T
1	dual console mount control with trim switches	585.85	585.85T
1	Smartercraft digital tach & speed kit, dual engine	1,120.10	1,120.10T
1	analog fuel gauge	22.95	22.95T
1	ignition harness with key switch, dual outboard	467.50	467.50T
1	lanyard stop switch, dual outboard	101.57	101.57T
4	premium control cable, 2- throttle & 2- shift	61.20	244.80T
1	fuel/ water separating filter kit	47.92	47.92T
2	aluminum propeller	171.27	342.54T
2	primer bulb	28.08	56.16T
	EPA compliant fuel line	70.00	70.00T
	assorted wiring, terminal connectors, sealant etc.	100.00	100.00T
	TRADE-IN ALLOWANCE- 2- Honda Marine BF50A5XRTA outboards (serial # BAZS-3501219 & BAZS-3501150) including all controls, cables, harnesses etc. removed during repower.	-1,800.00	-1,800.00T
	LABOR- \$2850.00		
	PARTS- \$3159.39		
	OUTBOARDS- \$16710.00		

LIMITED WARRANTIES LABOR: All labor is warranted for a period of 30 days unless otherwise specified. Warranty does not cover conditions resulting from misuse, negligence, accident or alteration. Product must be transported to & from our shop at owner's expense. Storage charges will be added on all items not picked up within 10 days after notice of completed services. Any items not picked up within 90 days from completion will be offered for public sale to cover repair cost & storage.
 PARTS: Only warranties on the products sold are those offered by the manufacturer. The seller expressly disclaims all warranties, either expressed or implied including any implied warranties of merchantability or fitness for a particular purpose to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the seller any consequential damages, damage to property, damages for loss of use, loss of time, loss of profit or income or incidental damages.

Sales Tax: (0.0%)

Balance Due:

ACCEPTANCE OF ESTIMATE: The above prices, specifications and conditions are satisfactory and are hereby accepted. Note: Above estimate is subject to change after 20 days of stated date.

Customer Signature: _____ Date: _____

MAILED
 JP 7-31-15

Island Marine Service

32 Rt. 236
 Kittery, ME 03904
 207-439-3810

Estimate

Date	
7/31/2015	E-15-0276

Customer	Boat Information	Engine(s) Make/Model	
YORK FIRE DEPARTMENT 1 FIREHOUSE DRIVE YORK, ME 03909 207-363-1015	MAKE: RIBCRAFT MODEL: OPEN WATER RESCUE NAME: BOAT 1	TWIN HONDA BF50A5XRTA	
		Serial #: Engine 1- Port	Serial #: Engine 2- Stbd
		BAZS-3501150	BAZS-3501219

Completed Date
7/31/2015

Qty	Description	Rate	Amount
	TRADE-IN ALLOWANCE- \$-1800.00		
	SHIPPING	175.00	175.00
	SHOP SUPPLIES	40.00	40.00
	Customer to deliver boat via trailer to Island Marine Service. Prior to completion of work customer will notify Island Marine Service if delivery is to be made "in the water" at Badgers Island Marina or on its trailer at Island Marine Service.		
	PAYMENT TERMS: \$16,710.00 upon acceptance of estimate Balance due upon completion of work		
	NOTE: Any unforeseen parts or labor needed not listed will be invoiced separately and customer notified.		

LIMITED WARRANTIES LABOR: All labor is warranted for a period of 30 days unless otherwise specified. Warranty does not cover conditions resulting from misuse, negligence, accident or alteration. Product must be transported to & from our shop at owner's expense. Storage charges will be added on all items not picked up within 10 days after notice of completed services. Any items not picked up within 90 days from completion will be offered for public sale to cover repair cost & storage.

PARTS: Only warranties on the products sold are those offered by the manufacturer. The seller expressly disclaims all warranties, either expressed or implied including any implied warranties of merchantability or fitness for a particular purpose to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the seller any consequential damages, damage to property, damages for loss of use, loss of time, loss of profit or income or incidental damages.

Sales Tax: (0.0%)	\$0.00
Balance Due:	\$21,134.39

ACCEPTANCE OF ESTIMATE: The above prices, specifications and conditions are satisfactory and are hereby accepted. Note: Above estimate is subject to change after 20 days of stated date.

Customer Signature: _____ Date: _____



32 Rt. 236
Kittery, ME 03904
207-439-3810
Fax 207-438-9715



August 25, 2015

York Fire Department
1 Firehouse Drive
York, Maine 03909

Chief Balentine,

Thank you for the opportunity to present you with our estimate to repower the York Water Rescue Boat with 2 new Mercury 60 horsepower 4 stroke EFI outboards.

Island Marine Service is currently enjoying its 23 year servicing the recreational, commercial and government boating community in Kittery/ Portsmouth Harbor and the surrounding seacoast. We are the seacoast areas only Mercury/ Mercruiser dealer to obtain a "Premier" dealer status. We currently employ 4 technicians, all with certification with Mercury Marine with one reaching the highest service training level of "Master Technician". Island Marine Service currently has multi-year maintenance and repair contracts with the Portsmouth Naval Shipyard and the State of New Hampshire Department of Environmental Services. We also perform all the maintenance and repairs on "Fire Boat 1" for the City of Portsmouth, New Hampshire. Island Marine Service is also the parent company for the only two commercial marinas on Badgers Island in Kittery, Maine; Badgers Island Marina with 30 slips, a 100 ton railway & boat ramp and Badgers Island Marina with another 27 slip. All within walking distance to the Memorial Bridge and downtown Portsmouth, New Hampshire.

The crew at Island Marine Service is looking forward to working with the York Fire Department in the near future with this project. If you have any questions please give us a call.

Sincerely,

Darren LaPierre, President
Island Marine Service
32 Route 236
Kittery, ME 03904
207-439-3810



32 Rt. 236
Kittery, ME 03904
207-439-3810
Fax 207-438-9715



<https://www.mercurymarine.com/en/us/engines/outboard/fourstroke/40-60-hp/>

7/30/2015

Displacement (CID/CC)	60.8 / 995
Full throttle RPM	5500-6000
Fuel induction system	2 valves per cylinder, single overhead cam (SOHC)
Alternator amp / Watt	18 amp / 226 watt
Recommended fuel	87% octane / up to 10% ethanol
Recommended oil	Mercury FourStroke 25W40 Marine Oil
Engine protection operator warning system	SmartCraft Engine Guardian
Compatible with SmartCraft digital technology	Yes
Starting	Electric (tum-key)
Steering	Big Tiller Compatible Remote Tiller Kit
Shaft length	20" / 508 mm 25" / 635 mm
Gearcase ratio	2.33:1
Dry weight *Lightest model available	260 lbs / 118 kg
CARB star rating	3
Bore and stroke	2.56 x 2.95" / 65 x 75 mm
Ignition	ECM 07 Digital Inductive
Fuel system	Electronic Fuel Injection (EFI)
Cooling system	Water-cooled with thermostat
Gear shift	F-N-R
Gearcase options	Command Thrust
Trim system	Power Trim
Exhaust system	Through prop
Shallow water trim range (degrees)	20
Remote fuel tank (optional)	Yes
Color	Phantom Black

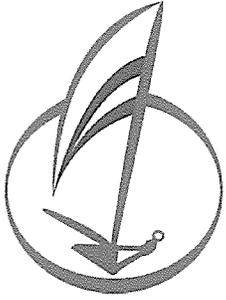


York Harbor
MARINE SERVICE

20 Harris Island Road
York, Maine 03909
Phone: (207) 363-3602
www.yorkharbormarine.com

MARINE PURCHASE AGREEMENT

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT. SELLER AGREES TO SELL AND THE BUYER AGREES TO BUY THE FOLLOWING DESCRIBED PROPERTY.						
SOLD TO Town of York - Fire Department		HOME PHONE		BUSINESS PHONE (207) 363-1015		DATE 08/27/2015
ADDRESS 1 Firehouse Drive			CITY York	STATE ME	ZIP 03909	
SALESPERSON John Lusty	DELIVERY DATE		DELIVERY INSTRUCTIONS		E-MAIL ADDRESS	
MAKE OF BOAT	YEAR	MODEL & SIZE		SERIAL NO.	<input type="checkbox"/> NEW <input type="checkbox"/> USED	\$
MAKE OF MOTOR/ENGINE #1 Yamaha	2016	MODEL: HP & FUEL TYPE F70LA 20"		SERIAL NO. TBD	DRIVE #1 <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	\$ 9,130.00
MAKE OF MOTOR/ENGINE #2 Yamaha	2016	MODEL: HP & FUEL TYPE F70LA 20"		SERIAL NO. TBD	DRIVE #2 <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	\$ 9,130.00
MAKE OF TRAILER	YEAR	MODEL & SIZE		SERIAL NO.	<input type="checkbox"/> NEW <input type="checkbox"/> USED	\$
OPTIONAL EQUIPMENT / ACCESSORIES				AMOUNT	TOTAL PURCHASE ABOVE	
Rigging Materials (total for two engines):				\$ 2,400.00	OPTIONAL EQUIPMENT / ACCESSORIES 2,400.00	
-Tachometer					DISCOUNTS APPLIED -2,282.00	
-Wiring Harness					MANUFACTURER REBATES/INCENTIVES N/A	
-Key Switch						
-Control Box					SALES TAX (if applicable) Exempt	
-Aluminum Propeller						
-Throttle						
-Hour Meter						
					SUB-TOTAL \$ 18,378.00	
					TOTAL TRADE-IN ALLOWANCE 2,000.00	
					LESS BALANCE DUE ON ABOVE 0.00	
					NET ALLOWANCE 2,000.00	
					NET SALE \$ 16,378.00	
					SALES TAX (if not included above) Exempt	
					DELIVERY, FREIGHT & PREP N/A	
					LABOR & INSTALLATION 2,000.00	
TOTAL OPTIONAL EQUIPMENT / ACCESSORIES				\$ 2,400.00		
DESCRIPTION OF TRADE-IN					MANUFACTURER EXTENDED WARRANTY	
BOAT MAKE	YEAR	SIZE	SERIAL NO.		Not Selected	
MOTOR # 1 MAKE Honda	2005	50	BAZS-3501150	1,000.00	CASH SALE PRICE \$ 18,378.00	
MOTOR # 2 MAKE Honda	2005	50	BAZS-3501219	1,000.00	LESS TOTAL PAYMENTS	
TRAILER MAKE	YEAR	SIZE	SERIAL NO.			
AMOUNT OWING	TO WHOM				UNPAID BALANCE OF CASH SALE PRICE \$ 18,378.00	
TOTAL TRADE-IN ALLOWANCE				\$ 2,000.00		
TRADE-IN DEBT TO BE PAID BY				<input type="checkbox"/> DEALER <input checked="" type="checkbox"/> CUSTOMER		
TITLE TO ABOVE DESCRIBED EQUIPMENT SHALL BE TRANSFERRED TO BUYER WHEN BUYER HAS MADE PAYMENT IN FULL FOR THE EQUIPMENT						
THE PARTIES TO THIS AGREEMENT ARE AWARE THAT THE TRADE-IN ALLOWANCE OR THE PURCHASE PRICE SHOWN ABOVE MAY REQUIRE ADJUSTMENTS PURSUANT TO THE PROVISIONS OF PARAGRAPHS 5, 6, 7, AND 11 OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.						
Buyer certifies that he/she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.						
Buyer agrees that all provisions to this Agreement (including Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions which shall be given full force and effect.						
Buyer certifies the following: 1) he/she is of legal age to enter into this agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in is free from all liens and encumbrances other than those listed herein.						
I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE HAVE READ THE BACK OF THIS AGREEMENT.						
I/WE ALSO AGREE THAT THE BALANCE WILL BE PAID BY				<input type="checkbox"/> CERTIFIED CHECK <input type="checkbox"/> CASH <input type="checkbox"/> BANK DRAFT		
OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY						
					YORK HARBOR MARINE SERVICE	
X _____ BUYER					_____ DEALER	
X _____ BUYER					By _____	



York Harbor

MARINE SERVICE

20 Harris Island Road
York, Maine 03909

Phone: (207) 363-3602
Toll Free: (866) 380-3602
Fax: (207) 363-8515

www.yorkharbormarine.com

Friday, August 28th, 2015

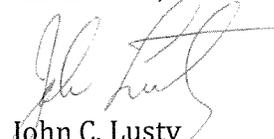
Town of York, Maine
Attn: Stephen H. Burns, Town Manager
186 York Street
York, Maine 03909

Mr. Burns:

It is our pleasure to provide you with a quotation to address your need for two new outboard motors for the York Village Fire Department's water rescue boat. Enclosed, you will find a Marine Purchase Agreement, which outlines the costs and pricing for two (2) 2016 Yamaha F70LA 70 hsp. engines, with 20" shafts, as well as rigging equipment, at a cost of \$18,378.00, less trade-in values for the existing 2005 Honda 50 HP engines at \$1,000 each, for a net equipment cost of \$16,378.00. Also included within this quotation are costs for installation labor to be completed by Yamaha certified technicians, amounting to \$2,000.00. The total package price amounts to \$18,378.00. Included in the price of these engines is a one year limited warranty.

Should you have any questions or concerns, please do not hesitate to contact our office. We appreciate the opportunity to serve you, the employees and residents of the Town of York.

All the best,



John C. Lusty
General Manager

Enclosures



**Notice of Public Hearing
Town of York - Board of Selectmen
Monday, September 14, 2015
7:00 PM
York Public Library**

The York Board of Selectmen will conduct a Public Hearing on **Monday, September 14, 2015** at **7:00PM** regarding the draft warrant for the proposed **November 2015 General Referendum**. Printed copies of the text of the proposed document are available at the Town Clerk's office in Town Hall, and digital copies are available on the Town's Webpage (www.yorkmaine.org).



**Notice of Public Hearing
Town of York - Board of Selectmen
Monday, September 14, 2015
7:00 PM
York Public Library**

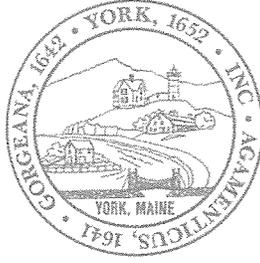
The York Board of Selectmen will conduct a Public Hearing on **Monday, September 14, 2015** at **7:00PM** regarding the proposed public acceptance of **Hannaford Drive**. Questions and comments may be directed to the Director of Public Works (207) 363-1010.



PUBLIC HEARING NOTICE
Town of York – Board of Selectmen
September 14, 2015
7:00PM
York Public Library

The Town of York Board of Selectmen will hold a Public Hearing on September 14, 2015 regarding new Business License Applications submitted for the following:

- Kenneth Churchill DBA: Cowboy Cafe (Food Service); located at 4 Bog Road
- York Harbor Motel, LLC DBA: York Harbor Motel and Cottages (Innkeeper); located at 780 York Street



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 11, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 14, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Business License Applications	

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

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:

- *RJ Poulin DBA: Sea Latch Inn, LLC for Innkeeper; located at 277 Long Beach Avenue*
- *Eaton's Neck, LLC DBA The Lighthouse Inn and Carriage House for Innkeeper and Food Service; located at 20 Nubble Road*
- *Bruce Larson DBA: Southern Maine Lobster for Food Service; located at 1021 US Route One*
- *Kenneth Churchill DBA: Cowboy Café for Food Service; located at 4 Bog Road*
- *Douglas and Margery Mindell DBA: Morning Glory Inn for Bed and Breakfast; located at 120 Seabury Road*
- *Donald and Ann MacAulay DBA: Faircrest Motel for Innkeeper; located at 865 US Route One*
- *York Harbor Motel, LLC. DBA: York Harbor Motel and Cottages for Innkeepers; located at 780 York Street*

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

PREPARED BY: _____ REVIEWED BY: _____
Melissa M. Avery, Assistant to the Town Manager

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Seaside Lodge Inn

Street Address: 277 Long Beach Ave

Business Owner: Seaside Lodge, LLC Business Manager: Tish Cullen,

Mailing Address: PO Box 938 Mailing Address: PO Box 938

York Beach, Me 03908 York Beach, Me 03908

Phone Number: 207-363-4400 Phone Number: 207-363-4400

E-mail Address: beachside@sealodge.com E-mail Address: tish@seaside.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: 89

Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats: _____

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

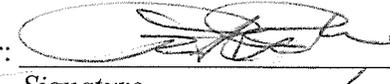
Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

Signature

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

Signature

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

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0036 - 0082</u>
Application and First License (\$60)		<u>60</u>	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)			Received Date: <u>6/25/2015</u>
New License Fee (\$50)		<u>50</u>	Amount Received: \$ <u>110.00</u>
License Amendment (\$25)			Check # <u>624</u> or Cash <input type="checkbox"/>
Other: _____			LICENSE #: _____ - _____
TOTAL DUE		<u>\$ 110</u>	
Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>—</u> N/A	<u>7/2/2015 K Newell</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Fire	<u>—</u> N/A	<u>9/2/2015 D. Bridges</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Police	<input checked="" type="checkbox"/> N/A		YES <input type="checkbox"/> NO <input type="checkbox"/>
Tax Collector	<u>—</u> N/A	<u>6/25/2015 MSzeriawski</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Board of Selectmen _____		_____	YES NO
Town Manager for the Board of Selectmen		Date	

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: EATON'S NECK LLC (DBA: The Lighthouse Inn + Cottage House)

Street Address: 20 Nubble Road, York Beach ME 03910

Business Owner: DIANE PACE Business Manager: Same

Mailing Address: 249 PO. BOX Mailing Address: PO BOX 249
YORK BEACH ME 03910 YORK BEACH ME 03910

Phone Number: 781 - 910 - 4251 Phone Number: Same

E-mail Address: DKPACE@COMCAST.NET E-mail Address: Same

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms:

Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats:

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other:

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

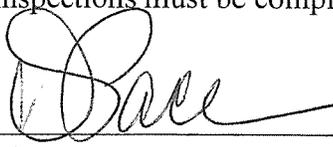
Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	5032 5032		
Expiration Date(s):	1/16/2016		
Classification(s):	EATING + Lodging		

Please read the following and sign to complete your application:

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

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

Business Owner: 
Signature

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

Business Manager: _____
Signature

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

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

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0027 - 0084</u>	
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>mmavery</u>	
Subsequent Licenses (\$30 each)		<u>30.-</u>	Received Date: <u>6/16/2015</u>	
New License Fee (\$50)		<u>-</u>	Amount Received: \$ <u>90.-</u>	
License Amendment (\$25)		<u>-</u>	Check # <u>1245</u> or Cash <input type="checkbox"/>	
Other: _____		<u>-</u>	LICENSE #: _____ - _____	
TOTAL DUE		\$ <u>90.-</u>		
Department Approvals		Date of Approval		Special Conditions (Attached if Necessary)
Code Enforcement	<u>-</u> N/A	<u>7/2/2015 K. Newell</u>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Fire	<u>-</u> N/A	<u>9/2/2015 D. Bridges</u>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Police	<u>X</u> N/A			YES <input type="checkbox"/> NO <input type="checkbox"/>
Tax Collector	<u>-</u> N/A	<u>6/26/2015 M. Szeniawski</u>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Board of Selectmen _____		Town Manager for the Board of Selectmen _____		YES <input type="checkbox"/> NO <input type="checkbox"/>
		Date _____		

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Southern Maine Lobster Co.

Street Address: 1021 US Route 1

Business Owner: Bruce Larson Business Manager: _____

Mailing Address: 1021 US Route 1 Mailing Address: _____

York ME 03901

Phone Number: 207-420-7652 Phone Number: _____

E-mail Address: _____ E-mail Address: _____

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

___ Bed and Breakfast License (C/F)

___ Innkeeper License (C/F)

Number of Rooms: ___

Food and Beverage:

Food Service License (C/F)

___ Liquor License (F/P)

___ Bottle Club License (F/P)

Number of Seats: ___

Entertainment:

___ Special Amusement License (F/P)

___ Dance Hall License (F/P)

___ Bowling Alley License (F)

___ Coin-Operated Amusement License (P)

___ Bingo, Beano and Games of Chance

Miscellaneous:

___ Transient Seller's License

___ Flea Market License

___ Junkyard, Auto Graveyard/Recycling License

Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	DmR	Deliver	
Expiration Date(s):		at agreement	
Classification(s):			

Please read the following and sign to complete your application:

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

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

Business Owner: 
Signature

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

Business Manager: _____
Signature

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

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

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0030A-0030</u>	
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>Mmavery</u>	
Subsequent Licenses (\$30 each)		<u>-</u>	Received Date: <u>8/7/2015</u>	
New License Fee (\$50)		<u>-</u>	Amount Received: \$ <u>60.-</u>	
License Amendment (\$25)		<u>-</u>	Check # <u>1731</u> or Cash <input type="checkbox"/>	
Other: _____		<u>-</u>	LICENSE #: _____ - _____	
TOTAL DUE		\$ <u>60.-</u>		
Department Approvals		Date of Approval		Special Conditions (Attached if Necessary)
Code Enforcement	<u>-</u> N/A	<u>8/31/2015 K. Newell</u>		YES NO <input checked="" type="radio"/>
Fire	<u>-</u> N/A	<u>9/2/2015 D. Bridges</u>		YES NO <input checked="" type="radio"/>
Police	<input checked="" type="checkbox"/> N/A			YES NO
Tax Collector	<u>-</u> N/A	<u>8/28/2015 Mszenialowski</u>		YES NO <input checked="" type="radio"/>
Board of Selectmen _____ Town Manager for the Board of Selectmen			_____ Date	YES NO

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Cowboy Cafe

Street Address: 4 Bog Road

Business Owner: Kenneth Churchill Business Manager: Kenneth Churchill

Mailing Address: 1 Churchill Ct. Mailing Address: 1 Churchill Ct

York, Maine 03909 York, Maine 03909

Phone Number: 617-407-6096 Phone Number: 617-407-6096

E-mail Address: Churchillrodeo@yahoo E-mail Address: Churchillrodeo@yahoo.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

[] Bed and Breakfast License (C/F)

[] Innkeeper License (C/F)

Number of Rooms: []

Food and Beverage:

[X] Food Service License (C/F)

[] Liquor License (F/P)

[] Bottle Club License (F/P)

Number of Seats: 75

Entertainment:

[] Special Amusement License (F/P)

[] Dance Hall License (F/P)

[] Bowling Alley License (F)

[] Coin-Operated Amusement License (P)

[] Bingo, Beano and Games of Chance

Miscellaneous:

[] Transient Seller's License

[] Flea Market License

[] Junkyard, Auto Graveyard/Recycling License

[] Other: []

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	6039202		
Expiration Date(s):	5-29-21		
Classification(s):	Drivers		

Please read the following and sign to complete your application:

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

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

Business Owner: [Signature]
Signature

Have you ever been convicted of a Felony? YES NO

Business Manager: [Signature]
Signature

Have you ever been convicted of a Felony? YES NO

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

FOR OFFICE USE ONLY

FEES	Amount	Map - Lot: 0090 - 0083-B
Application and First License (\$60)	60.-	Processed By: mmavery
Subsequent Licenses (\$30 each)	-	Received Date: 8/25/2015
New License Fee (\$50)	50.-	Amount Received: \$ 110.00
License Amendment (\$25)	-	Check # 1191 or Cash <input type="checkbox"/>
Other: _____	-	LICENSE #: _____ - _____
TOTAL DUE \$ 110.00		

Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<input type="checkbox"/> N/A	9/1/2015 K. Newell	YES <input type="radio"/> NO <input checked="" type="radio"/>
Fire	<input type="checkbox"/> N/A	9/1/2015 D. Apgar	YES <input type="radio"/> NO <input checked="" type="radio"/>
Police	<input checked="" type="checkbox"/> N/A		YES <input type="radio"/> NO <input type="radio"/>
Tax Collector	<input type="checkbox"/> N/A	8/28/2015 Mszeniewski	YES <input type="radio"/> NO <input checked="" type="radio"/>
Board of Selectmen _____ Town Manager for the Board of Selectmen _____ Date _____			YES <input type="radio"/> NO <input type="radio"/>

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Morning Glory Inn

Street Address: 120 Seabury Road

Business Owner: Douglas/Margery Mindell Business Manager: _____

Mailing Address: 120 Seabury Road Mailing Address: _____
York, Maine 03909

Phone Number: 207-363-2062 Phone Number: _____

E-mail Address: mgloryinn@gmail.com E-mail Address: _____

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

Bed and Breakfast License (C/F)

Innkeeper License (C/F)

Number of Rooms: 3

Food and Beverage:

Food Service License (C/F)

Liquor License (F/P)

Bottle Club License (F/P)

Number of Seats: _____

Entertainment:

Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F)

Coin-Operated Amusement License (P)

Bingo, Beano and Games of Chance

Miscellaneous:

Transient Seller's License

Flea Market License

Junkyard, Auto Graveyard/Recycling License

Other: _____

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	19033		
Expiration Date(s):	6-18-2016		
Classification(s):	Bed and Breakfast		

Please read the following and sign to complete your application:

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

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

Business Owner: *Joseph B. Mandell*
Signature

Have you ever been convicted of a Felony? YES NO

Business Manager: _____
Signature

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

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

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0070 - 6016</u>	
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>mmavery</u>	
Subsequent Licenses (\$30 each)		<u>-</u>	Received Date: <u>6/25/2015</u>	
New License Fee (\$50)		<u>-</u>	Amount Received: \$ <u>60.-</u>	
License Amendment (\$25)		<u>-</u>	Check # <u>1024</u> or Cash <input type="checkbox"/>	
Other: _____		<u>-</u>	LICENSE #: _____ - _____	
TOTAL DUE		\$ <u>60.-</u>		
Department Approvals		Date of Approval		Special Conditions (Attached if Necessary)
Code Enforcement	<u>-</u> N/A	<u>7/1/2015 K. Dewell</u>		YES <input type="radio"/> NO <input checked="" type="radio"/>
Fire	<u>-</u> N/A	<u>9/3/2015 D. Apgar</u>		YES <input type="radio"/> NO <input checked="" type="radio"/>
Police	<u>x</u> N/A			YES <input type="radio"/> NO <input type="radio"/>
Tax Collector	<u>-</u> N/A	<u>6/25/2015 M. Szeniewski</u>		YES <input type="radio"/> NO <input checked="" type="radio"/>
Board of Selectmen _____		_____		YES <input type="radio"/> NO <input type="radio"/>
Town Manager for the Board of Selectmen		Date		

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: FAIRCREST MOTEL

Street Address: 865 US ROUTE 1

Business Owner: DONALD + ANN MACAULAY Business Manager: ANN MACAULAY

Mailing Address: 865 US ROUTE 1 YORK, MAINE 03909 Mailing Address: 865 US ROUTE 1 YORK, MAINE 03909

Phone Number: 363-4144 Phone Number: 363-4144

E-mail Address: MACAULAY@MAINE.RR.COM E-mail Address: MACAULAY@MAINE.RR.COM

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

- [] Bed and Breakfast License (C/F)
[X] Innkeeper License (C/F)
Number of Rooms: 9

Food and Beverage:

- [] Food Service License (C/F)
[] Liquor License (F/P)
[] Bottle Club License (F/P)
Number of Seats: _____

Entertainment:

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

Miscellaneous:

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	4958		
Expiration Date(s):	4/12/16		
Classification(s):	LOGGING		

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEEs	Amount	Map - Lot: <u>00 94 - 0069-A</u>
Application and First License (\$60)	<u>60.-</u>	Processed By: <u>mmavery</u>
Subsequent Licenses (\$30 each)	<u>-</u>	Received Date: <u>5/19/2015</u>
New License Fee (\$50)	<u>50.-</u>	Amount Received: \$ <u>110.00</u>
License Amendment (\$25)	<u>-</u>	Check # <u>3256</u> or Cash <input type="checkbox"/>
Other: _____	<u>-</u>	LICENSE #: _____ - _____
TOTAL DUE \$ <u>110.-</u>		

Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	<u>-</u> N/A	<u>5/21/2015 K. Newell</u>	YES <input checked="" type="radio"/> NO
Fire	<u>-</u> N/A	<u>9/3/2015 D. Appgar</u>	YES <input checked="" type="radio"/> NO
Police	<input checked="" type="checkbox"/> N/A		YES NO
Tax Collector	<u>-</u> N/A	<u>5/19/2015 M. Szeniawski</u>	YES <input checked="" type="radio"/> NO
Board of Selectmen _____ Town Manager for the Board of Selectmen _____ Date _____			YES NO

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

Rec'd check #564
KTB \$110.00

SHB

BUSINESS LICENSE APPLICATION

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

Business Name: York Harbor Motel & Cottages

Street Address: 760 York St, York Harbor ME 03910

Business Owner: York Harbor Motel LLC Business Manager: Tish Cobble

Mailing Address: PO Box 307 Mailing Address: PO Box 938

York Harbor, ME 03911 York Beach, ME 03940

Phone Number: 363-4037 Phone Number: 363-4400

E-mail Address: tish@business.com E-mail Address: tish@business.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

- Bed and Breakfast License (C/F)
- Innkeeper License (C/F)
- Number of Rooms: 61

Food and Beverage:

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

Entertainment:

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

Miscellaneous:

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

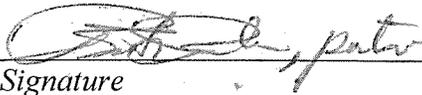
Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

Business Owner: 
Signature

Have you ever been convicted of a Felony? YES NO

Business Manager: _____
Signature

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

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

FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: <u>0038 - 0059</u>	
Application and First License (\$60)		<u>60.-</u>	Processed By: <u>mmavery</u>	
Subsequent Licenses (\$30 each)		<u>-</u>	Received Date: <u>8/28/2015</u>	
New License Fee (\$50)		<u>50.-</u>	Amount Received: \$ <u>110.00</u>	
License Amendment (\$25)		<u>-</u>	Check # <u>5043</u> or Cash <input type="checkbox"/>	
Other: _____		<u>-</u>	LICENSE #: _____ - _____	
TOTAL DUE		\$ <u>110.00</u>		
Department Approvals		Date of Approval		Special Conditions (Attached if Necessary)
Code Enforcement	<u>-</u> N/A	<u>9/9/2015 K Dewell</u>		YES <input type="radio"/> NO <input checked="" type="radio"/>
Fire	<u>-</u> N/A	<u>7/20/2015 D. Appgar</u>		YES <input checked="" type="radio"/> NO <input type="radio"/>
Police	<input checked="" type="checkbox"/> N/A			YES <input type="radio"/> NO <input type="radio"/>
Tax Collector	<u>-</u> N/A	<u>8/28/2015 MSzeniaowski</u>		YES <input type="radio"/> NO <input checked="" type="radio"/>
Board of Selectmen _____ Town Manager for the Board of Selectmen			_____ Date	YES <input type="radio"/> NO <input type="radio"/>

MEMO



TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager *SHB*
DATE: September 10, 2015
RE: Goodrich Park & Grant House Site Visit

On the Board's agenda for September 21st is an initial presentation by Michael Sullivan, Parks and Recreation Director, about public uses at Goodrich Park and Grant House. Before this discussion it would be helpful to have the Board conduct a site visit. This doesn't necessarily need to take long, perhaps half an hour to an hour. Still, I think it's important to visit the site to get a better feel for the property before Mike makes his presentation.

During this visit I think it's important for the Board to take note of the impact of highway traffic noise on this property. I feel this is an important factor to be considered as the Board decides how it would like to proceed with changes in this Park.

We already have a 6:00 to 7:00 session at the start of the meeting on September 21st so we'll need to find another time that's convenient for the Board.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 10, 2015

ACTION

DATE ACTION REQUESTED: September 14, 2015

DISCUSSION ONLY

SUBJECT: definition of capital

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: A proposed change to the Selectmen's Policy which defines "Capital" is attached.

The Board can leave the current policy unchanged as an option. The downside to this is that the policy does not make clear that lease-purchases fall within the scope of capital budgeting and line item voter approval. We can try to achieve the same goal by practice, but it leaves the topic potentially subject to debate.

The existing policy is attached for reference.

RECOMMENDATION: I recommend the Board amend the definition of Capital as proposed.

PROPOSED MOTION: I move to approve the change to the Selectmen's Policy on the Capital Program as proposed by the Town Manager.

PREPARED BY: Stephen H. Burns, Town Manager

MEMO



TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager
DATE: September 10, 2015
RE: Definition of Capital

SHB

Capital, in terms of the Town's capital budgeting, is defined by a policy of the Board of Selectmen. At a meeting of Town and School officials last spring it was agreed that the current definition is inadequate and should be changed. The Board of Selectmen provided feedback on a draft in June, and now it's time to nail this down for use in the FY17-21 Capital Program.

Proposed Policy

Here is the proposed new policy:

Capital, in terms of the Capital Program, is defined as: land; any equipment, building, facility, or infrastructure that costs more than \$20,000 and provides a useful life of 3 or more years or is built into a building or facility; and all licensed motor vehicles. This shall apply to any item, as defined above, whether purchased, leased or otherwise financed.

Current Policy

The existing policy is relatively simple:

Capital, in terms of the Capital Program, is defined as any equipment, facility, infrastructure or land that costs more than \$20,000 and provides a useful life of 3 or more years, and all licensed motor vehicles. Further, capital shall be classified as New Capital when it is part of or related to a new function or purpose (ie: not maintenance or regularly scheduled replacement of existing capital).

Need for Change

Initially there was a realization that lease/purchase agreements were not clearly being pulled under the definition of capital, and I believe this was an oversight. Both the Town and School use capital leases for things like photocopiers, none of which trip the \$20,000 threshold. However, there have been some facilities upgrades in the past that were funded

through a lease/purchase mechanism that never came through the capital planning process and instead were processed through operating budgets. Even today I see this approach being offered up for energy-saving proposals for the Police Station and the High School Auditorium. While the idea is fine, it needs to be considered through the capital budgeting process and needs to be subject to voter approval.

Also discussed was the concept that certain types of maintenance to buildings or facilities, such as a new roof on a building or new flooring in a building) should be included in operating rather than capital budgets. I don't agree with this. While I would like to see a higher dollar threshold on capital, we set it at this amount specifically to avoid radical impacts to operating budgets. We figured a \$20,000 item was about as big as we could handle without major disruption to most operating budgets. While some of the bigger budgets could handle some big capital costs integrated into their operating budgets, this doesn't hold true for most of the lines of our budget. Further, this shift would reduce voter choice. For these reasons, I did not include a change to accommodate this proposal.

Last up, the Board decided the "new capital" sentence was not appropriate within the definition so it has been removed. This was found to be more of a decision-making criteria for the Capital Planning Committee than an appropriate part of the definition itself.

Proposed New Policy

Here is the revised proposal, with italics and strike-out to show changes from the existing policy:

Capital, in terms of the Capital Program, is defined as: *land*; any equipment, *building*, facility, or infrastructure ~~or land~~ that costs more than \$20,000 and provides a useful life of 3 or more years *or is built into a building or facility*; and all licensed motor vehicles. *This shall apply to any item, as defined above, whether purchased, leased or otherwise financed.* ~~Further, capital shall be classified as New Capital when it is part of or related to a new function or purpose (ie: not maintenance or regularly scheduled replacement of existing capital).~~

Approved 1/12/2015

h!

Capital Program

DRAFT Change to Definition of Capital

SHB, 12/10/14

Current Policy is essentially this:

Capital, in terms of the Capital Program, shall be defined as equipment, facilities, infrastructure and land that costs more than \$10,000 and provides a useful life of 2 or more years.

Proposed Policy Change:

Capital, in terms of the Capital Program, is defined as any equipment, facility, infrastructure or land that costs more than \$20,000 and provides a useful life of 3 or more years, and all licensed motor vehicles. Further, capital shall be classified as New Capital when it is part of or related to a new function or purpose (ie: not maintenance or regularly scheduled replacement of existing capital).



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 10, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 14, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Police Station Project Manager	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: A request for proposals was released and distributed in late July seeking to obtain professional services to manage the project to convert the former American Legion hall to the Town's new Police Station. A copy of the RFP is attached. This was advertised in the media and copies were distributed to numerous parties.

When the deadline for receipt of proposals was reached I had 4 sealed proposals in hand. A fifth proposal (from Phil LeClaire) was received after the deadline – with the exact date and time of receipt verified by the Post Office. I provided the 4 timely proposals to the Police Station Building Committee and to the Police Chief for review. I never opened the 5th proposal, and I notified this person of this.

The 4 proposal reviewed were from:

- Cordjia Capital Project Group
- Glen MacWilliams, Architect
- Castagna Consulting Group
- Civil Consultants

The Committee met 3 times to review and discuss these proposals. All 4 were found to have fulfilled the requirements of the RFP and were therefore eligible for consideration. The Committee was interested in interviewing two firms and interviewed these: Castagna Consulting Group and Civil Consultants. At the conclusion of their deliberations, the Committee recommended Civil Consultants be awarded the contract.

Wayne Martin, Chair of the Police Station Building Committee, will present this recommendation to the Board of Selectmen on Monday evening.

RECOMMENDATION: I recommend the Board award the Police Station Project Manager contract to Civil Consultants per the Committee's recommendation.

PROPOSED MOTION: I move to award the Police Station Project Manager contract to Civil Consultants.

FISCAL IMPACT: about \$150,000

DEPARTMENT LINE ITEM ACCOUNT: 227.0000.8001

BALANCE IN LINE ITEM IF APPROVED: \$2,550,000 (currently about \$2.7M available)

PREPARED BY: Stephen H. Burns, Town Manager _____



**CIVIL
CONSULTANTS**

Engineers

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P.O. Box 100

293 Main Street

South Berwick

Maine

03908

207-384-2550

August 17, 2015

Mr. Stephen Burns, Town Manager
York Town Hall
186 York Street
York, ME 03909

Re: Request for Proposal Consulting and Project Management Services
Project Manager of Building Conversion for Town's Police Station

Dear Mr. Burns:

Enclosed please find the requested five copies and one electronic of Civil Consultants' qualifications for the Consulting and Project Management Services Project Manager proposal. We have organized our qualification submittal to follow the itemized points presented in your request.

We are very interested in continuing to assist the Town with the conversion of this building into the new police station. We hope that you agree that our firm's qualifications will meet your needs for design services and conversion oversight of the American Legion facility to the York Police Department.

Civil Consultants has a vast base of engineering experience and expertise. Our 38-year old firm has provided assistance to many private and public clients throughout the Northeast. We are committed to providing prompt, direct and proficient service to our valued clients.

I am available at your convenience to meet and discuss our qualifications and engineering estimate. We thank you for the opportunity.

Sincerely,
Civil Consultants

Geoffrey R. Aleva, PE
Vice President

Enclosures: 5 paper copies, 1 CD

REQUEST FOR PROPOSAL
for
**Project Manager of
Building Conversion to
Town of York's Police Station**

Client:
Mr. Stephen Burns, Town Manager
York Town Hall
186 York Street
York, ME 03909

August 17, 2015

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**CIVIL
CONSULTANTS**

P.O. Box 100 South Berwick, Maine 03908 207-384-2550

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1. Consulting and Project Management Proposal

2. Client References

3. Representative Experience

4. Cost Estimate & Sample Agreement

5. Curriculum Vitae

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RFP Building Manager-Police Building



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***1. Consulting and Project Management Services
Proposal***

**CONSULTING and PROJECT MANAGEMENT
SERVICES**

Conversion / Renovation project for
York Police Station
York, Maine

Prepared for:
Mr. Stephen H. Burns
York Town Manager
York, Maine

August 17, 2015

PROJECT:

The Town of York (Town) is seeking a project manager to oversee conversion of the American Legion building located at 9 Hannaford Drive into a new Police Station for the York Police Department.

The existing 11,400 SF building constructed in 2008, contains large open spaces and also includes a commercial kitchen. The wood framed structure has clear span wood truss roofing which provides flexibility in the reuse of the interior design of the building. Based on discussion during the initial review process, it is assumed that a building addition will be required to accommodate the Police Departments' needs.

The building is located on a 5.74 acre parcel that has existing pavement and driveway access around the structure. The current building's design and parcel allows for suitable placement of a building addition.

This proposal details our opinion of the probable steps and milestones needed to proceed with the redevelopment in a timely and cost effective approach to the project.

Civil Consultants (CC) will act as Project Manager supporting the Town Manger and Police Department with the preparation of project design, construction documents and construction oversight. CC has tailored this proposal to follow the Town's request for proposal format, but modified details which we believe will benefit the overall project scope,

budget and timeline. We have also included probable engineering estimates for the project.

Civil Consultants has been providing engineering services for municipalities and private clients from its Main Street office in South Berwick since 1976. Our staff has many years of practical experience in site planning, structural design and project management.

It is our intent to represent the Town in this process professionally and provide open communication between the Town Manager, Police Station Building Committee, Police Staff and Selectmen.

CC conducted the initial visual inspections and plan review for the Town prior to the purchase agreement. Our review included inspection of the existing building plans, visual review of the constructed elements, site as-built survey and opinion of the probable reuse of the structure. CC's review indicated that the structure could be modified to provide the desired space for the Police Station.

The Police Station conversion project is unique in that the building shell does not require major renovation and the interior walls are not load bearing. This flexibility allows relocation of interior walls and provides for future design options. With the building's shell in place winter construction is feasible. The initial construction process will be to complete interior demolition of the existing finishes. The current HVAC systems will be evaluated and reused as appropriate.



Our proposal is divided into the scope of services for the work, beginning initially with the Police Station Building Committee through the selection of a contractor and onsite construction review.

The primary contact for the project will be Vice President/Sr. Project Engineer, Geoffrey R. Aleva, P.E. He will be assisted by Project Engineers, Neil J. Rapoza, P.E. and Matthew J. Lane, E.I.T. Mr. Aleva has the availability of all staff at Civil Consultants for support on this project.

A member of our sub-consultant design team includes John W. Einsiedler, R.A. of Kennebunk, Maine. We have worked with John on many projects and he was the Architect for the Town of Kennebunk when it converted the United States Post Office into the Kennebunk Police Station.

PHASE I

Initial Space Planning & Design Development:

It will be essential for CC to meet with the Police Station Building Committee (PSBC) and Police Staff to discuss space needs of the Department in order to establish best use of the building structure. With CC's understanding and history of the Police Station project with the Town, we feel that the PSBC and staff have an excellent understanding of the project requirements. We will work with this group to determine the proposed floor plan and potential building additions. It is anticipated that this process will take three meetings to develop a final plan layout.

Information gathered at the initial stages will allow for a more efficient design process minimizing future changes. The result of these meetings will create floor plans and details for the building's construction. The intent is to provide construction documents that will afford an energy efficient structure accommodating the needs of the Town of York's Police Department.

During this phase, CC staff will meet with the Board of Selectmen and Town officials to discuss progress and provide timeline updates. As the Project Manager, CC will be the primary spokesperson for the project team providing consistent communication for the project as it moves forward into the construction phase.

This will also start the building site plan review process. It is anticipated that a building addition will create minor changes to the existing site plan and CC staff will prepare the appropriate documents to present to the planning board for review and approval. CC staff will also review the existing site conditions and incorporate any modifications and upgrades into the approved site plan and project scope.

During this portion of the project the design team will complete removal of various finishes inside the structure to attempt to reveal the cause of the moisture staining observed during the initial inspections.

PHASE II

Final Design Development:

CC will prepare drawings and documents for the construction phase. CC will use in-house staff and professional sub-consultants for various building services.

The CC design team will work with the Town and inform the Town at specific milestones during the design process. At this phase it is anticipated that a presentation will be given to the Town Selectmen and potentially a public meeting held at the project location-

During this phase, CC will submit construction drawings for review and approval from the State Fire Marshal.



PHASE III

Contractor Selection

The final method of contractor selection has yet to be determined. At the conclusion of the meeting phases and into the design development phase, CC will have an improved understanding of the optimum contractor selection process. This process may be design/bid or it may be construction manager working with the design team. The final selection will be determined based on communications with the Town, project schedule and cost controls.

PHASE IV

Project Management

Independent of the contractor selection process, CC will represent the Town throughout the building design, contractor selection, pricing and construction phases for the project.

Our project management approach will be to provide guidance during the design phase throughout construction. As the designer of record and owner's representative CC represents the Town.

It is our intent to provide concise reports to the Town throughout the project phases.

During construction the intent will be weekly project updates to include CC, a Town representative and contractor. These meetings will include review of construction progression, budget and timeline updates.

As CC staff will be in contact with the contractor regularly, it is our belief that these weekly meetings should not be long in nature, but quick updates of project progression.

All project requests, communication and direction will originate from CC. Copies of correspondence will be provided to the Town along with construction progress updates.

All contractor pay requests, change orders or other financial project impacts will be reviewed by CC prior to submission to the Town for

authorization or payment. It is CC's responsibility to insure that the selected contractor is meeting the requirements of the construction contract.

As indicated previously Mr. Aleva will be the primary point of contact for the project. He will have the resource of the entire firm for consultation during the work.

PROJECT TIMING:

It is our opinion that the proposed project occupancy of June 30, 2016, is an ambitious deadline. The perspective occupancy date should be targeted during the initial design process. We believe that a late summer of 2016 occupancy will be a more realistic date parameter. Below is our discussion of timeline for the work to be completed.

It is probable that the project manager will not be selected until early September 2015. The manager needs to meet with the Town and PSBC to finalize the project space needs and requirements. It is anticipated that this process will take several iterations. This process will take most of September and a portion of October. This also includes review by the Town Selectmen.

At this time site plan review can begin for any proposed building additions. The site plan review process will take at least one month. This pushes the probable building addition foundation into the late fall.

Due to our current design workload, and the above mentioned review process we anticipate preparation of final plans for the structure to be completed by early November. During this work period we will be presenting the plans to the State Fire Marshal for a construction permit approval. The Fire Marshal reviews plans on a first come basis and that timing can be several weeks. The Town CEO should not issue a building permit until the Fire Marshal permit is approved. CC will work diligently to make this application concurrent with the final plan development.



The building is currently occupied and will need to be vacated before any work can commence. CC is not aware of this timing, but assumes at least 30 days to vacate the property.

Based on the determined contractor selection method, CC will pursue bids for the work to be completed. This process will take several weeks to recommend a contractor for the work. Based on our estimates, this sets the contractor selection potentially into mid to late October.

The selected contractor will need time to review the plans, order long lead equipment and staff the work. The initial phase will be demolition of the interior finishes and foundations for a probable building addition.

Due to the holiday seasons during November and December, the major construction work will not commence until January 2016.

It is our opinion that setting the schedule after additional information is gathered will accommodate any project variables and will reduce the potential public consequence of failing to meet a predetermined timeline.

PROFESSIONAL/PROJECT REFERENCES

Please see the attached documents labeled as Section 2 for a list of professional references. We have provided a list of clients that cover a broad scope of services. We have and continue to provide engineering services and construction project management for these clients.

Section 3 includes a brief list of three similar projects that indicate our capability to perform design and management services.

ENGINEERING COST ESTIMATES:

Please refer to the attached breakdown in Section 4 for our opinion of probable engineering fees for the project. We have divided our estimate into the individual work phases.

We will prepare a mutually agreed upon contract that is based on the Engineers Joint Contract Documents Committee (EJCDC), Standard Form of Agreement between the Owner and Engineer for Professional Services. We have included a blank sample in Section 4 this proposal.

SERVICES AND FEES:

All services will be performed in accordance with CIVIL CONSULTANTS' General Terms and Conditions dated August 2014 which are attached and incorporated into this agreement by reference.

TIMING:

CC is prepared to start work on the project within 10 working days from notice of award. The initial work will involve meeting with the Town and the Police Station Building Committee to assess plans and details for the project.

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**CIVIL
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2. Client References

Mr. Craig Welch
Executive Director
Portsmouth Housing Authority
245 Middle Street
Portsmouth, NH
603-436-4310

Projects:

- Provided all building engineering services for the Portsmouth Housing Authority since 2007. Sample projects include exterior and interior renovations to wood and masonry multistory structures along with facility needs assessments and building addition design and permitting.

Mr. Jon Carter
Town Manager, Town of Wells
208 Sanford Road
Wells, ME
207-646-5113
jcarter@wellstown.org

Projects:

- Redesign and construction management of fire damaged Wells' Transfer Station.
- Design of roof repairs to Town Library after roof failure due to snow load.
- Coastal erosion design and permitting along Drakes Island.

Mr. Terry Gagner
Weathervane Seafood
31 Badger Island West
Kittery, Maine 03904
207-439-0335

Projects:

- Development of commercial and residential projects.

Ms. Caryn A. Lasky
Assistant Headmaster, Coe Brown Northwood Academy
907 First NH Turnpike
Northwood, NH, 03261
603-942-5531
clasky@coebrown.org

Projects:

- Campus master planning for future student needs. Design of several building additions and owners representative for Smith Hall second story addition project.

Mr. Ken West
York River Landing
150 Us Route 1
York, Maine, 03909
207-351-8430

Projects:

- Design lead and owners' representative for complete renovation of York River Landing Restaurant on Route 1.





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3. *Representative Project Experience*

Representative Experience



The York River Landing York, Maine

Civil Consultants was retained by Ken West to engineer a complete renovation of the deteriorated former York restaurant, Bosn's Landing into the fine dining establishment The York River Landing.

The project was under a strict timeline for the renovations in order to retain the property's existing restaurant use.

The building's interior and exterior were completely renovated and remodeled. The design needed to work within the existing building footprint due to shoreland concerns. The project was presented to the Town planning board for approval of expanded parking and site improvements.

Civil Consultants assisted West with several elements of the project application process; review and approval by the Planning Board including approval for an ice cream stand in one of the smaller buildings, site design of the larger restaurant and creation of additional parking.

Civil Consultants provided on site construction review and oversight of the entire project.

Client

*Ken West - Owner
150 US Route 1
P.O. Box 216 York, Maine, 03909
207-351-8430*



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P.O. Box 100 South Berwick, Maine 03908 207-384-2550



Existing entry



Renovated entry (first floor)



Renovated entry (second floor)

Structural Engineering Coe Brown Northwood Academy Northwood, New Hampshire

CIVIL CONSULTANTS (CC) was contracted by Coe Brown Northwood Academy (CBNA) located in Northwood, New Hampshire to prepare structural design and construction documents for the addition of a second floor to an existing wing of the Smith Hall building. Also included in the project was a complete renovation of the existing entry vestibule and foyer.

As the campus had previously received an Alteration of Terrain Permit for site improvements, CC coordinated with the NHDES to ensure all work would be in accordance with State regulations.

The work performed by CC through the progression of the project involved the following:

Preparation of Requests For Qualifications (RFQ's)

- CC worked with CBNA to prepare RFQ's for an architectural firm to complete building plans to ensure that the renovated building met all State and local safety regulations and guidelines. Assistance was provided in assessing qualifications of prospective firms and through the selection process.
- A separate RFQ was prepared to select a general contractor to perform the work. This involved preparation of initial project drawings and details for pricing. Assistance from CC was provided when requested through the selection process.

Foundation Design

- CC developed foundation designs for new portions of the building, as well as provided options for strengthening existing foundations that would be affected by the proposed work.



Structural Design

- *CC provided framing plans and details to ensure a safe and efficient building. This process included modifying and augmenting previously installed structural components as well as developing new framing elements to limit the impact on the existing structure. Prefabricated steel stud wall panels and steel bar joists were utilized to provide the room layouts and open areas desired by CBNA resulting in improved classroom spaces for students and staff.*
- *The front entrance and foyer were also redesigned to allow for code-required egress while improving the appearance and versatility of the space. To provide access to the new classrooms, an open walkway to the addition was designed which also was incorporated as a focal point of the improved foyer.*

Construction Services

- *Throughout construction, CC provided information and guidance to the general contractors and sub contractors as required for all aspects of the project. Through consistent cooperation and communication, the project was completed on time and on budget.*

Client

*Mr. David Smith, Headmaster
Coe Brown Northwood Academy
907 First NH Turnpike
Northwood, NH 03261
603-942-5531*



Previously existing classroom wing



Completed classroom wing expansion



Framing at reconfigured entry



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Portsmouth Housing Authority Portsmouth, New Hampshire

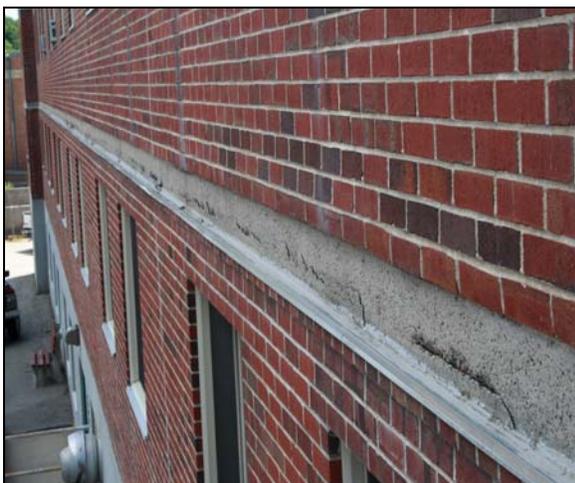
CIVIL CONSULTANTS was contracted by Portsmouth Housing Authority (PHA) to utilize American Recovery Reinvestment Act (ARRA) Stimulus Funds and Grant Funding from the U.S. Department of Housing and Urban Development to complete several maintenance and rehabilitation projects.

The PHA project was broken down into three separate projects. The primary structural project was masonry repairs to Feaster Apartments.

FEASTER APARTMENTS: Exterior Renovations

The overall scope of construction of the Feaster Apartments Exterior Renovations involved the following items:

- *Repair spalled edges of exposed precast concrete slab plank at the floor levels.*
- *Detail Repair Repointed damaged brickwork.*
- *Repaired additional deteriorated areas observed during the inspection process.*



Client

*Mr. Craig Welch
Executive Director
Portsmouth Housing Authority
245 Middle Street
Portsmouth, NH
603-436-4310*



**CIVIL
CONSULTANTS**

P.O. Box 100 South Berwick, Maine 03908 207-384-2550



Portsmouth Housing Authority Portsmouth, New Hampshire

CIVIL CONSULTANTS contracted by Portsmouth Housing Authority (PHA) in order to utilize American Recovery Reinvestment Act (ARRA) Stimulus Funds and Grant Funding from the U.S. Department of Housing and Urban Development to complete several maintenance and rehabilitation projects.

The PHA Gosling Meadows Apartment project involved the following:

GOSLING MEADOWS APARTMENTS: Roadway, Parking and Sidewalks

- *New sewer service lines installed from building exteriors to the main located in the roadway.*
- *The roadway and parking surfaces were reclaimed and new pavement surface installed.*
- *The granite curbing reused and reset along the existing roadway edges.*
- *The sidewalks along the roadway rebuilt with ADA compliant tip downs and indicators.*
- *Interior bituminous walkways rebuilt with new bituminous materials.*
- *Disturbed areas re-graded and seeded.*

The engineering work involved review and updating of existing site plans. Field survey crews located improvements not indicated on the plans using GPS and traditional land surveying techniques.

Concurrent with the design a project manual was prepared to include bid and contract documents and technical specifications. The work and project manual followed HUD guidelines.

CC staff will oversee the bidding process, by holding a mandatory pre-bid meeting with perspective contractors followed by review of all bids and making recommendations for selection.

During construction, staff reviewed ongoing work, reviewed shop drawing submittals, payment requests and construction questions.

Client

*Mr. Craig Welch
Portsmouth Housing Authority
245 Middle Street
Portsmouth, NH
603-436-4310*



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4. Cost Estimate and Sample Agreement

Opinion of Probable Engineering Costs:

This project is difficult to provide an accurate, holdfast cost estimate. This is due to many unknowns about the project. We have divided the estimates below based on our understanding of the scope as it has been presented in our proposal. It is our intent that as the project progresses we will provide a detailed revised scope and cost estimates to better account for the engineering effort needed to assist the Town with the redevelopment of the building into the new York Police Station.

PHASE I: Initial Design Development

This involves meeting with the Town and PSBC to develop a clear understanding of the final space needs and layout. This phase will involve several meetings with the committee, town staff and selectman. This also includes preparation of initial interior building plans along with initial portions of the site plan review of the building conversion. With the information gathered in this phase of the project we will prepare the final construction documents.

We have estimated that the cost for this work will be:

Meetings with Town, PSBC and Selectmen	\$5,000
Design development for building and site plans	\$5,700
Onsite inspection and investigation of existing building condition	\$2,500
Total	13,200

PHASE II: Development of Final Design Documents

With the evaluation of space needs completed, the detailing of the building systems will be completed during this phase of the work. This involves retrofit design of the automatic sprinkler system, fire alarm system, mechanical, electrical and plumbing changes. This phase will also include the design of the probable building addition. We will prepare site plans that represent the probable building addition along with other site modifications. This does not include building furniture design or telecommunication requirements for a centralized call center. These items can be added to the project scope if needed when the scope is revised at the end of Phase I. Construction drawings will be complete and the project will have the appropriate state and local construction permits.

We have estimated that the cost for this work will be:

Development of Building Plans	\$55,000-65,000
Preparation and presentation of site plans	\$5,000-7,500
State and local permitting review	\$2,500
Total	\$62,500-75,000



PHASE III: Contactor Selection Process

The contractor selection process will dictate the amount of effort for this portion of the work. We will vet the perspective contractors, address comments and questions and make a recommendation to the Town for selection.

We have estimated that this portion of the work will be:	\$5,000
--	---------

Phase IV: Construction Supervision / Project Management:

The total effort for this work will be based on the project schedule for the work completion. This effort is the most variable in the process. This will depend on the contractors work and required site visits during the construction process. There will be weekly meeting with the construction team to review progress along with daily communications during the work. This effort includes onsite inspections of work, review of shop drawings, change requests, pay requests and written inspection reports to be presented to the Town. We do not feel that this project needs to be a full time on site position. With our office close to the project we feel that we can provide the proper amount of oversight on the project. We will provide an updated estimate for this work prior to the start of construction. For this total we have assumed a 7 month construction schedule.

We have estimated that the cost for this work per month will be:

Onsite Inspections and Meeting	\$5,500
Review of pay requests and contractor	\$1,200
Progress reports back to owner	\$1,300
Total	\$8,000

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

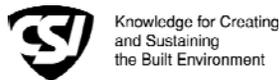
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by the
United States Department of Agriculture

Rural Utilities Services, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 60 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be

applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract, Funding Agency Edition” as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer’s own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- K. All Contract Documents and Applications for Payment shall be subject to Agency concurrence.

6.02 *Design without Construction Phase Services*

- A. If Engineer’s Basic Services under this Agreement do not include Project observation, or review of the Contractor’s performance, or any other Construction Phase services, then (1) Engineer’s services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.
- B. *Termination.* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual,

shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract, Funding Agency Edition," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition):
 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 2. *Agency* – The Federal or state agency named on page 1 of this Agreement.
 3. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
 4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
7. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
8. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
9. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
10. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
12. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
13. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
14. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of _____ pages.
- B. Exhibit B, “Owner’s Responsibilities,” consisting of _____ pages.

- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of _____ pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of _____ pages.
- E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.
- F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.
- G. Exhibit G, "Insurance," consisting of _____ pages.
- H. Exhibit H, "Dispute Resolution," consisting of _____ pages.
- I. Exhibit I, "Special Provisions," consisting of _____ pages.
- J. Exhibit J, "Amendment to Standard Form of Agreement," consisting of _____ pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 12, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

8.04 *Federal Requirements*

- A. *Agency Concurrence.* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements
- B. *Audit and Access to Records.* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Certificate No. _____

State of: _____

Address for giving notices:

Address for giving notices:

Designated Representative (see paragraph 8.03.A):

Designated Representative (see paragraph 8.03.A):

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

AGENCY CONCURRENCE

Agency: _____

By (Signature): _____

Typed Name: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

August 2014

APPLICATION FEES/CHARGES:

The client is responsible for paying application and review fee/charges. On occasion, with client consent, CIVIL CONSULTANTS will pay application fees/charges on a project to maintain continuity and insure that a project will not be held up during reviews. This action would be provided as a service to CIVIL CONSULTANTS' client. The cost of such a service would be the actual cost of the fee plus a fifteen percent (15%) service charge which would be included in CIVIL CONSULTANTS' invoice.

ASSIGNMENT:

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CIVIL CONSULTANTS as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

BILLING:

Actual charges for services will be billed on an hourly basis per the attached fee schedule. Payment is due 30 days from date of billing. Interest will be charged at 1.5% per month, compounded monthly on overdue accounts. Should unanticipated difficulties be encountered which would affect the work effort involved and subsequent fees, the Client will be notified and permission to proceed will be required. If at any time the Client wishes CIVIL CONSULTANTS to cease work, written notice is required and a bill will be prepared for work accomplished to that date.

Unless otherwise noted, reimbursable expenses (direct non-salary expenses) will be billed at CIVIL CONSULTANTS cost plus fifteen percent (15%). These expenses include:

- Long Distance telephone calls, telegrams, facsimile transmissions and cables.

- Postage, shipping charges (e.g. Express Mail, Federal Express, UPS, overnight delivery, and other charges for special handling for reports, letters and other project related materials).

- Rental or purchase of special equipment from outside vendors.

- Reproduction and printing costs for reports, drawings, and other project records.

- Other services provided by outside vendors or contract personnel.

Legal fees and costs for collection of overdue balances will be the responsibility of the Client.

CONFIDENTIALITY:

CIVIL CONSULTANTS will hold confidential all business or technical information obtained or generated in the performance of services under this agreement. We will not disclose such information without the Client's consent except as required for (1) performance of services under this agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order or governmental directive; or (4) protection of CIVIL CONSULTANTS against claims or liabilities arising from the performance of services under this agreement. CIVIL CONSULTANTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

Notwithstanding such confidentiality, CIVIL CONSULTANTS may comply with any federal, state, county and local laws, regulations, ordinances and applicable codes regarding the reporting to the appropriate public agencies of findings with respect to potential dangers to public health, safety or the environment. CIVIL CONSULTANTS shall have no liability or responsibility to the Client or to any other person or entity for reporting or disclosures made in accordance with such statutory or other lawful requirements, and you shall defend, indemnify and hold CIVIL CONSULTANTS harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees, incurred by CIVIL

CONSULTANTS and related to our reporting or disclosing such information under a good-faith belief or upon advice of counsel that such reporting or disclosure is required by law.

CONSEQUENTIAL DAMAGES:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor CIVIL CONSULTANTS, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

DISCLOSURE OF HAZARDS:

CIVIL CONSULTANTS will take reasonable precautions for the health and safety of CIVIL CONSULTANTS employees while at the site with consideration for the available information known to the Client regarding existing hazards. The Client will furnish to CIVIL CONSULTANTS, at the time of your authorization to proceed, all information concerning oil, hazardous, toxic, radioactive or asbestos materials in, on or near the site presenting a potential danger to human health or the environment. If the Client fails to advise CIVIL CONSULTANTS of such substances or conditions that are known to the Client, and during the course of the work they are discovered, and such discovery in our opinion results or may result in injury or a health risk to persons, whether employees or others, the Client agrees to assume full responsibility and liability and shall hold CIVIL CONSULTANTS harmless for any and all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to continued health monitoring and/or death, for property damage, and for economic loss, including consequential damages.

GOVERNING LAW:

The validity and interpretation of this agreement shall be governed by the laws of the State of Maine.

INDEMNITY:

CIVIL CONSULTANTS has neither created nor contributed to the creation of any hazardous or otherwise dangerous substance or condition at the site, and our compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

Therefore, to the full extent permitted by law, Clients agree to indemnify, defend and hold harmless CIVIL CONSULTANTS and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, whether direct, indirect, economic, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of, related to, or based upon: a release of pollutants; or bodily injury (including death), property damage or other economic loss, caused by release, removal, remedial action or investigation of pollutants; or the assessment of fines or penalties related to pollutants; or in any way related to asbestos.

The Client's obligation to indemnify CIVIL CONSULTANTS shall not apply to claims, damages, losses, or exposures that are finally determined to result from our gross negligence or willful misconduct in the conduct of work under this agreement.

INSURANCE:

Professional liability and other insurances may not be available to CIVIL CONSULTANTS, or the engineering profession as a whole, at reasonable rates, to cover claims relating to pollutants or asbestos. Except for claims related to pollutants or asbestos, CIVIL CONSULTANTS are protected against most liability exposure by Worker's Compensation Insurance, Professional Liability Insurance



**CIVIL
CONSULTANTS**

P.O. Box 100 South Berwick, Maine 03908 207-384-2550

with respect to liabilities arising from negligent errors and omissions, and by General Liability Insurance. We will furnish information and certificates at your request. We will not be responsible for any loss, damage or liability beyond the amounts, limits, exclusions and conditions of such insurance. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors, and agents or from those of any person for whose conduct we are not legally responsible.

JOBSITE SAFETY:

Neither the professional activities of CIVIL CONSULTANTS, nor the presence of CIVIL CONSULTANTS or its employees and subconsultants at a construction/project site, shall impose any duty on CIVIL CONSULTANTS, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CIVIL CONSULTANTS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

LIMITATION OF LIABILITY:

For any and all claims, damages, losses or exposures for which indemnification is not provided, you agree to limit CIVIL CONSULTANTS liability to all claimants with respect to this project to an aggregate sum not to exceed \$50,000. If you prefer not to limit CIVIL CONSULTANTS liability to this sum, CIVIL CONSULTANTS will agree to increase the limit to an agreed figure per your written request, provided that you agree to pay for this waiver through an additional consideration for the higher limit. Your request for this option must be made in writing at the time you accept our proposal.

MEDIATION:

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and CIVIL CONSULTANTS agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation.

PRECEDENCE:

These conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

ON-SITE SERVICES DURING CONSTRUCTION:

Should CIVIL CONSULTANTS services be provided on-site during construction, or other site activities, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including health and safety of all persons and property during the performance of the work, and compliance with OSHA, NIOSH, U.S.EPA, and other applicable regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by CIVIL CONSULTANTS' personnel is not intended to include review of the adequacy of the contractor's health or safety measures in, on or near the construction site. It is further understood that field services provided by CIVIL CONSULTANTS' personnel will not relieve the contractor of his responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

OWNERSHIP OF DOCUMENTS:

All reports, field data and notes, calculations, estimates, and other documents which CIVIL CONSULTANTS prepare, as instruments of service, shall remain our property.

Reports and other materials resulting from CIVIL CONSULTANTS efforts on this project or site are not intended or represented to be suitable for reuse by the Client or others on extensions or

modifications of this project or for any other projects or sites. Reuse of reports or other materials by you or others on extensions or modifications, of this project or on other sites, without CIVIL CONSULTANTS written permission or adoption for the specific purpose intended shall be at the user's sole risk, without liability on our part, and you agree to indemnify and hold CIVIL CONSULTANTS harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse. Any reuse or adaptation of the instruments of service occurring with our permission shall entitle CIVIL CONSULTANTS to further compensation in amounts to be agreed upon.

CIVIL CONSULTANTS will retain all pertinent records relating to the services performed for a period of seven years following submission of CIVIL CONSULTANTS report. These records will be available to you at all reasonable times.

RIGHT OF ENTRY:

Unless otherwise agreed, the Client will furnish right-of-entry on the site for CIVIL CONSULTANTS to perform surveys, assessments, location mapping for soils & wetlands and similar activities. We will take reasonable precautions to minimize damage to the land from equipment use (test pitting, sight lines for surveys), but have not included in our fee the cost for restoration of damage that may result from our operations. If CIVIL CONSULTANTS are required to restore the land to its former condition, this will be accomplished by subcontractors doing that work.

SERVICES OF OTHERS:

On occasion, CIVIL CONSULTANTS engage the specialized services of individual consultants or other companies to participate in a project. When necessary these firms or other consultants will be used with the Client approval. The cost of such services plus a fifteen percent (15%) service charge will be included in CIVIL CONSULTANTS invoice.

SEVERABILITY:

If any of these conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto.

STANDARD OF CARE:

In performing our professional services, CIVIL CONSULTANTS will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. CIVIL CONSULTANTS make no express or implied warranty beyond our commitment to conform to this standard. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

Any action against CIVIL CONSULTANTS on account of any alleged error or omission in our work must be brought within six years of the rendition of said work.

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 CIVIL CONSULTANTS. CIVIL CONSULTANTS's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the CIVIL CONSULTANTS because of this Agreement or the performance or nonperformance of services hereunder. The Client and CIVIL CONSULTANTS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.





**CIVIL
CONSULTANTS**

Engineers

Planners

Surveyors

5. Curriculum Vitae

Geoffrey R. Aleva, P.E.
geoff@civcon.com

CURRICULUM VITAE

PRESENT EMPLOYMENT:

Vice President
Civil Consultants
PO Box 100
South Berwick, ME 03908
(207)384-2550

YEARS WITH THE FIRM: 19

WITH OTHER FIRMS: 3

EDUCATION:

University of New Hampshire, B. S., Civil Engineering, 1991

ACTIVE REGISTRATION:

Registered Professional Engineer, Maine, New Hampshire, Connecticut

OTHER RELEVANT EXPERIENCE AND QUALIFICATIONS:

Geoff Aleva joined CIVIL CONSULTANTS in January 1996 as a staff engineer and currently fills the role as the firm's Vice President Senior Structural Engineer and Senior Project Engineer.

Geoff's has expanded his responsibility to be a primary point of contact for many public and private clients. Geoff has established relationships and has earned the confidence of many contractors from small home renovators to large bridge construction firms as well as local Code Enforcement Officers.

Although his primary role is in structural analysis and building investigations, he also completes civil engineering and site plan projects at the firm.

Some of his site engineering projects include the Master Planning of a large campus expansion to Coe Brown Northwood Academy. The work involved preparing a complete existing conditions plan, assessing present student, faculty and facility needs and recommendations for future access including additional educational buildings and further campus expansion.

Phase I of the campus expansion was the construction of a new access road in order to reduce campus impact on busy NH Route 4. The work also involved the construction of new athletic fields and addressed outstanding wetland concerns. Phase I is complete. The Academy's structural and building evaluations included design of story additions to existing school buildings.

Geoff has worked on numerous historic mill buildings and masonry structures and several recent projects have involved the design of remediation techniques to extend the lifespan of public housing structures.

Additionally, Geoff has developed a unique relationship with a national bridge painting contractor. Typically, these projects require complete analysis of the bridge from original drawings. The analysis and designs require that the lead paint abatement procedure not overstress the bridge during the renovations while maintaining traffic flow. Geoff has designed lead paint containments for the Route 95 Piscataqua River Bridge, in Portsmouth, New Hampshire, Queensboro Bridge in New York City, Lewis and Clark Bridge in Washington, Deer Isle and Bath bridges in Maine, Curtis Creek Bridge in Baltimore and numerous other bridges.

Geoff has also completed designs that review compliance with Americans with Disabilities Act for both interior and exterior of buildings. This work closely ties into the NFPA Life Safety Code. Geoff has prepared many designs for building layout and floor plans that meet client demands as well as code requirements.

MEMBERSHIPS:

Structural Engineering Association of Maine

Structural Engineering Association of New Hampshire

American Concrete Institute

National Fire Protection Association (NFPA)

INTERESTS:

Fly fishing and being outdoors.

Most recently supporting his youngest daughters dream to play softball in college

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Request for Proposals

Project Manager for Building Conversion

Town of York, Maine

Objective

The Town of York seeks the services of a project manager, whether employed as an individual or through a firm, to be the Town Manager's project manager for a building conversion project. The Town is in the process of acquiring the 5.5 acre parcel at 9 Hannaford Drive, on which is located the American Legion hall and function hall, and seeks to convert this building to become the Town's new Police Station.

Background

On July 23rd the Town entered into a purchase and sales agreement to acquire the property at 9 Hannaford Drive. It is the intention of the Board of Selectmen to convert this property to become the Town's new Police Station. On May 11th the voters approved the use of \$3.9M for the entire project. This was not a request for additional funds but instead is a request to re-purpose money already approved to construction a new police station elsewhere. Approximately \$1.2M will be used to purchase the property, and the remaining \$2.7M will be used to pay for the cost of converting the building and property to the intended use. The existing building is about 11,500 square feet, and an addition of about 1,500 square feet is anticipated. The goal is to have the Police Station fully ready for occupancy of the York Police Department within this budget limit.

It is anticipated that the closing date for property acquisition will be no later than the end of July. The American Legion will be permitted to occupy the building for roughly 3 months after closing so substantive construction work is to begin after the expiration of this 3-month window. It is the goal of the Town to have the new building and site ready for occupancy on or before June 30, 2016, though this deadline is flexible.

The Town's objective is to select the person best qualified to provide project management services from start to finish for this project. This will include working with Town staff and boards, creating and managing a project schedule, guiding the Town through the process of hiring necessary design and construction firms to complete the work that will lead to a new police facility, within budget, following all legal requirements and best management practices, while maintaining effective communication with stakeholders.

Scope of Services

1. Serve as the day-to-day manager, answerable to the Town Manager, for the project that will convert the American Legion hall and site to a new police station. This shall begin with the preparation of a project schedule, to be approved by the Police Station Building Committee.
2. Meet with the Board of Selectmen up to 4 times throughout the duration of the project.
3. Recommend methods of project management, bidding and securing construction services, oversight of construction work, record-keeping, and handling change orders.
4. Develop design plans. Plans shall address energy use and conservation with respect to building life-cycle costs.
5. Manage the process for obtaining any additional design work.
6. Manage the process of obtaining all required permits and approvals necessary for project completion through receipt of an occupancy permit for the police station.
7. Manage the process for contracting for all required construction.
8. Manage the process for all change orders.
9. Manage all project-related contracts, including assurance of contract compliance and regulatory compliance.
10. Regularly monitor and report to the Town Manager and Police Station Building Committee about progress on the project with respect to physical construction and budget compliance. Advise the Town promptly if the project is not on track with respect to the schedule and/or budget and recommend remedies.
11. Review and pre-approve all invoices prior to submittal to the Town Manager for payment.
12. Identify and resolve, where possible in advance, any problems or obstacles that could hinder timely or successful project completion.

Required Qualifications

The individual selected must:

1. Have knowledge and experience with land use and construction permitting.
2. Have successful experience managing similar building conversion and expansion processes.
3. Be familiar with the construction business and related trades.
4. Be available to work until completion of this project.

Desired Qualifications

It would be preferable to the Town if the individual selected was a Maine-licensed Professional Engineer or Architect, though this is not required.

Information Required in Each Proposal

Each proposal must:

1. Include the curriculum vitae of the design professional.
2. Demonstrate a clear understanding of the scope of work requested in this RFP.
3. Recommend methods of project management, bidding and securing construction services, oversight of construction work, and handling change orders.
4. Identify and provide relevant supporting information for a minimum of 3 similar projects which they have overseen that were brought to successful completion.
5. Include 3 references;
6. Identify any date conflicts that could affect the overall project schedule.
7. Include 5 complete paper copies and one electronic copy of the submission.
8. Include a proposed contract which includes a fee proposal.

Evaluation of Proposals

The Town will employ a competitive selection process in the award of this proposal. It is to be understood that, in addition to cost and responsiveness to the Town's objectives as outlined in the scope of work, there are other factors, such as successful experience, that will be considered in determining which proposal provides the best value to the Town and allows the most efficient and economical use of public funds.

The Town will review only those proposals which meet or exceed the above-stated minimum qualifications. The proposal shall be reviewed and scored by a panel of Town staff and the Chair of the Police Station Building Committee. The following are the criteria against which all proposals will be evaluated and scored:

- A. Technical Capabilities - 25 points
- B. Performance History - 25 points
- C. Project Approach & Scope of Services - 25 points
- D. Compensation Information & Fees - 25 points

TOTAL: 100 points

It may be necessary to narrow the field of proposals and conduct interviews with a limited number of finalists. At the sole discretion of the Town, finalists may be invited to an oral interview. The Town reserves the right to award a contract with or without an interview. The Town reserves the right to make its selection based solely on selection criteria rating, or it may choose to conduct interviews with the highest-ranking people. The Town further reserves the right to waive formalities, to request additional information, to refrain from making a selection or to amend the scope of the project, should those actions be in the public interest.

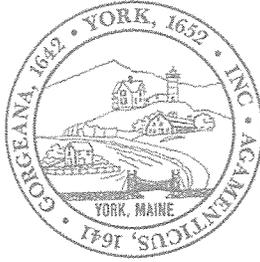
Timeline

Sealed proposals will be accepted no later than 10:00 AM on Monday, August 17, 2015. All submissions shall be delivered to:

Missy Avery, Assistant to the Town Manager
York Town Hall
186 York Street
York, Maine, 03909

For any questions, please contact:

Stephen H. Burns, Town Manager
York Town Hall
186 York St.
York, ME 03909
207-363-1000
sburns@yorkmaine.org



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 11, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 14, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Preference Votes for the November General Referendum	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board needs to take Preference Votes on the following articles:

Article One: Definition of Hotel/Motel (Zoning)

Article Two: Use Section of the GEN-3 Zone (Zoning)

Article Three: YBVC Use Section (Zoning)

Article Four: Revise the Office Map Entitled "Base Zoning Districts" (Zoning)

Article Five: Revise the Official Map Entitled "York Village Center Overlay District" (Zoning)

Article Six: Amend the Schedule of Dimensional Regulations within RES-5, 6 and 7 (Zoning)

Article Seven: Adopt the "Single-Use Plastic Carryout Bag Ordinance"

Article Fourteen: Release 117 Long Sands Road to York Senior Housing

Article Fifteen: Negotiate the Purchase of a Portion of Long Beach Avenue

Article Sixteen: Formal Acceptance of Hannaford Drive as a Public Way

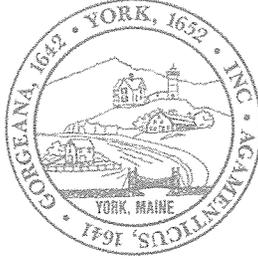
FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____

REVIEWED BY: _____



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 11, 2015

ACTION

DATE ACTION REQUESTED: September 14, 2015

DISCUSSION ONLY

SUBJECT: Set Polling Hours and Appoint Warden for the November General Referendum

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: This action sets the polling hours for the November 3, 2015 General Referendum, and appoint David Ott as the Warden for the State of Maine General Election.

RECOMMENDATION:

PROPOSED MOTION: I move to appoint David N. Ott as the Warden for the State of Maine General Election to be held on November 3, 2014 and to set the polling hours for said election as 8:00AM until 8:00PM.

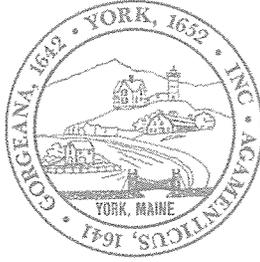
FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____

REVIEWED BY: _____



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 11, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 14, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Forward the November General Referendum Warrant to the Voters	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: This action will forward the November General Referendum Warrant to the Voters as written.

RECOMMENDATION:

PROPOSED MOTION: I move to forward the November General Referendum Warrant to the Voters.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____

REVIEWED BY:  _____

**TOWN OF YORK
GENERAL REFERENDUM WARRANT
ARTICLES TO BE ACTED UPON AT THE GENERAL REFERENDUM
YORK, MAINE NOVEMBER 3, 2015**

TO: Douglas Bracy, Constable of the Town of York, York, Maine

amending Article 4.1.2, Business, Village and General Districts.

Greetings:

Statement of Fact: The purpose of this amendment is to clarify that the Bottling of Beverages as part of or accessory to an Artisanal Food and/or Beverage Facility is permitted within the YBVC District.

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of York, in said County, qualified by law to vote in Town affairs, to meet at the **York High School Robert E. Butler Gymnasium in said Town on Tuesday, the 3rd day of November, 2015** between the hours of 8:00 o'clock in the forenoon and 8:00 o'clock in the afternoon, then and there to act on Articles 1 through 16, said Articles being set out below to wit:

Planning Board recommends approval (5-0)
Board of Selectmen recommends approval (0-0)

YES ____ NO ____

ONE: The Town hereby ordains amendment of the **Zoning Ordinance** to amend the **definition of Hotel/Motel** with regard to size of cooking facilities allowed within a Hotel/Motel accommodation.

FOUR: The Town hereby ordains amendment of the **Zoning Ordinance** to revise the official map entitled, "**York Zoning Ordinance: Base Zoning Districts**" as referenced under zoning article 3.4.

Statement of Fact: The purpose of this amendment is to change the cooking facilities required size measurement from cubic feet (i.e. unit of volume) to square feet (i.e. unit of area). The goal is to match common construction practice with regards to measurement and mimic the current maximum size requirement that currently exists and may be found within a hotel/motel room with a standard 8' ceiling.

Statement of Fact: The purpose of this amendment is to amend the base zoning district map by incorporating (Map & Lot: 0050-0036 and 0050-0035) 207 and 211 York Street within the GEN-3 base zone. The amendment aims to better correspond to the Comprehensive Plans recommendations regarding Future Land Area #8- York Village Center Area and the guidance provided by the plan with how that area should be zoned in the future.

Planning Board recommends approval (5-0)
Board of Selectmen recommends approval (0-0)

Planning Board recommends approval (5-0)
Board of Selectmen recommends approval (0-0)

YES ____ NO ____

YES ____ NO ____

TWO: The Town hereby ordains amendment of the **Zoning Ordinance** to amend the **permitted use section of the General Development 3 (GEN-3)**, by specifically amending Article 4.1.2, Business, Village and General Districts.

FIVE: The Town hereby ordains amendment of the **Zoning Ordinance** to revise the official map entitled, "**York Zoning Ordinance: York Village Center Overlay District**" as referenced under zoning article 3.15.

Statement of Fact: The purpose of this amendment is to include a permitted use relative to open air music and theatrical performances within the GEN-3 Zone south of the Little River.

Statement of Fact: The purpose of this amendment is to expand the York Village Center Overlay District to include a parcel that abuts the current overlay district on York Street. The amendment aims to better correspond to the Comprehensive Plans recommendations regarding Future Land Area #8- York Village Center Area and the guidance provided by the plan with how the area should be zoned in the future.

Planning Board recommends approval (5-0)
Board of Selectmen recommends approval (0-0)

Planning Board recommends approval (4-1)
Board of Selectmen recommends approval (0-0)

YES ____ NO ____

YES ____ NO ____

THREE: The Town hereby ordains amendment of the **Zoning Ordinance** to amend the **prohibited use section of the York Beach Village Center (YBVC)**, specifically

SIX: The Town hereby ordains amendment of the **Zoning Ordinance** to amend the Schedule of **Dimensional Regulations within the Residential 5, 6 and 7 zoning districts** by specifically amending Article 5.2.1, Residential District footnote “b.”

YES ____ NO ____

Statement of Fact: The purpose of this amendment is to promote an existing development pattern for uses that abut the sidewalk along Long Beach Avenue and to allow greater design flexibility for municipal functionally water dependent uses within this area. This amendment is in line with the process of beginning to review and amend the dimensional requirements for buildings that are within close proximity to Long Sands Beach especially as it relates to front setback regulations on parcels that have frontage on Long Sands Beach Avenue within the current RES-7 district. This change corresponds with Recommendation #1 of Land Use Are #4 “Long Sands Beach” of the Comprehensive Plan.

Planning Board recommends approval (5-0)
Board of Selectmen recommends approval (0-0)

YES ____ NO ____

SEVEN: The Town hereby ordains a new ordinance entitled, “**Single-Use Plastic Carryout Bag Ordinance.**”

Statement of Fact: The purpose of this amendment is to eliminate the usage of single-use plastic bags by retail and grocery stores in the Town of York except as may be permitted by this ordinance.

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

EIGHT: The Town hereby ordains amendments to the **Comprehensive Plan** to incorporate into the plan The York Village Master Plan dated April, 2015, specifically amending: Volume 1: Policies, Capital Investment Plan, Regional Coordination Program and Implementation Program.

Statement of Fact: Passage of this amendment would incorporate by reference The York Village Master Plan. The Village Master Plan contains detailed visuals, diagrams, substantive information and plan recommendations for the York Village Center Area regarding Streetscapes, Pedestrians and Bicycles; Roadways & Traffic; Curbside and Off-Street Parking; Utility Infrastructure; Trails and Open Space; Village and Architectural Character; Economic Development; Conceptual Budget & Funding; and details a Community Participation and Outreach Process that enabled development of the Master Plan. This amendment would adopt the York Village Master Plan as a reference and recommendation within Section 3 of Volume 1 of the Comprehensive Plan, specifically, Future Land Use Area #8- York Village Center Area

Planning Board recommends approval (5-0)

NINE: The Town hereby ordains amendment to the **Comprehensive Plan** to add a new chapter to Volume 2-Inventory and Analysis Section titled “**Stormwater Chapter**” for the York Comprehensive Plan Inventory & Analysis.

Statement of Fact: Passage of this amendment to the Comprehensive Plan would add a Stormwater Chapter and associated appendix to the Inventory and Analysis Section of York’s Comprehensive Plan. The purpose of this chapter is to provide a detailed examination of York’s stormwater management program(s) as well as an inventory of regulations, municipal infrastructure, stormwater financing programs as well as provide detailed information on state and federal guidelines for stormwater management throughout town. The addition of this chapter will provide information on which policies related to stormwater management in Volume 1 of the Comprehensive Plan can be based upon.

Planning Board recommends approval (5-0)

YES ____ NO ____

TEN: The Town hereby ordains amendments to the **Comprehensive Plan** to amend and add the following Town actions as listed in Volume 1: Policies, Capital Investment Plan, Regional Coordination Program and Implementation Program of the Comprehensive Plan: modify action 1.2.1 regarding cluster subdivisions; add new action 5.2.7 regarding septic systems; modify action 5.6.3 regarding Low Impact Development; modify action 5.6.5 regarding the town’s Municipal Separate Storm Sewer System (MS4) program; add new action 5.6.6 regarding storm frequency data; add new action 5.6.7 regarding a single unified stormwater ordinance and modify action 6.2.8 regarding floodplain and wetlands management.

Statement of Fact: Passage of these amendments would help clarify and aid particular Town Goals and future policy directives/actions in the Comprehensive Plan, specifically as it relates to Stormwater Management practices as well as aim to ensure and promote desired development patterns and clean water practices throughout town.

Planning Board recommends approval (5-0)

YES ____ NO ____

ELEVEN: The Town hereby ordains amendments to the **Comprehensive Plan**, specifically amending: the Introduction Chapter to include a new Item L “Stormwater” to the list of chapters.

Statement of Fact: Passage of this amendment would incorporate the Stormwater Chapter into the list of chapters

contained in the Introductory Chapter to the Comprehensive Plan.

Planning Board recommends approval (5-0)

YES ____ NO ____

TWELVE: The Town hereby ordains amendments to the **Comprehensive Plan** to modify the Utilities Chapter to reference the Stormwater Chapter, specifically amending: Volume II: Inventory and Analysis Section, Utilities Chapter.

Statement of Fact: Passage of this amendment would incorporate a reference to the Stormwater Chapter, in the section of the Utilities Chapter that currently describes stormwater in the Town

Planning Board recommends approval (5-0)

YES ____ NO ____

THIRTEEN: The Town hereby ordains amendments to the **Comprehensive Plan** to modify the Public Sewer Policy Map dated August 4, 2008, as referenced within: Volume 1: Policies, Capital Investment Plan, Regional Coordination Program and Implementation Program.

Statement of Fact: Passage of this amendment would change the Public Sewer Policy Map as referenced in Volume 1; Section 2-Town of York Goal 1.1.2-B Public Sewer System. The Map amendment would expand the public sewer Priority Service Area to the following locations: parcels located within the municipalities Growth Area as defined in the Comprehensive Plan specifically along the Route 1 Corridor; parcels abutting Route 1 in the area of Cape Neddick Village to just north of Mountain Road; parcels located off of River Road and the southern Cape Neddick River watershed; and parcels east of Shore Road to just north of Lake Carolyn, which is currently within the Shore Road Service Area. This amendment would potentially allow an opportunity for the York Sewer Department to provide public sewer hookup opportunities around the lower Cape Neddick River and Shore Road areas.

Planning Board recommends approval (5-0)

YES ____ NO ____

FOURTEEN: Shall the Town vote to **release by quitclaim deed** any interest it may retain in property located at **117 Long Sands Road** (Tax Map 44, Lot 50) in York, Maine, to York Senior Housing, Inc., a wholly owned subsidiary of York Housing?

Statement of Fact: If approved, the Town will issue a quit claim deed at no cost to release any interest it may still have in property believed owned by York Senior Housing, Inc.. The Town acquired this property in 1837, and sold it

following authorization by the voters on July 14, 1962. A surveyor researching this property believes the deed drafted for this 1962 sale included an error because it failed to describe a portion of the parcel. This defect in the deed now clouds the title. By releasing any remaining interest in this parcel, York Housing will be able to utilize this property.

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

FIFTEEN: Shall the Town authorize the Board of Selectmen to negotiate the purchase of the fee interest in a portion of **Long Beach Avenue** required to establish sufficient right, title and interest in the land necessary for the construction of the new Long Sands Beach Bathhouse, said portion as shown on the March 31, 2015 Plot Plan for the Long Beach Avenue Improvements on file with the Town of York Town Clerk, and to purchase said property for a sum that is within the budget for the bathhouse construction project approved by the Town in Article Forty-Two of the May 18, 2013 Budget Referendum.

Statement of Fact: In order to expand the Long Sands Beach Bathhouse the Town must acquire property rights to the land currently under Long Beach Avenue. Passage of this Article authorizes the Board of Selectmen to negotiate with the owners to acquire the land. The area to be acquired is west of the bathhouse and is approximately 5,008 square feet in area. Money for this purchase will come from funds already approved for the expansion project.

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

SIXTEEN: To see if the Town, pursuant to 23 MRSA Sec. 3025, will vote to accept fee simple title to a road known as **Hannaford Drive** and described as shown on a plan entitled "As built Plan, Hannaford Drive, York, Maine" and dated October 23, 1998.

Statement of Fact: The Town acquired the property at 9 Hannaford Drive for a new Police Station in July 2015. As part of the Town's negotiations to allow a police station at this location it was agreed to propose to the voters that Hannaford Drive be accepted as a public road. The Department of Public Works inspected Hannaford Drive in June 2015 and determined that the street met the Town's Public Road Acceptance Ordinance at the time the subdivision was built. The Department recommends formal acceptance of Hannaford Drive as a public way.

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

Dated at York this 14th day of September, Two Thousand Fifteen

BOARD OF SELECTMEN

Robert E. Palmer, Jr., Chairman

Jonathan O. Speers, Vice Chairman

Todd A. Frederick

Torbert Macdonald

Dawn Sevigny Watson

NOTICE OF INTENT
TO PROCESS ABSENTEE BALLOTS

Title 21-A, Section 759

I certify that pursuant to State of Maine, Title 21-A, Section 759, absentee ballots will be processed commencing at **9:00AM** at the **York High School Robert E. Butler Gymnasium** in York, Maine on:

DATE: November 2, 2015

Dated at York this this 14th day of September, Two Thousand Fifteen

Robert E. Palmer Jr., Chairman

Jonathan O. Speers, Vice-Chairman

Todd A. Frederick

Torbert Macdonald

Dawn Sevigny Watson

BOARD OF SELECTMEN

Proposed Amendments

to be considered at the

November 2015 Special General Referendum

Amendment

1. Hotel/Motel Definition Change Relative to Cooking Facilities
2. GEN-3 Zoning District Permitted Uses
3. YBVC Zoning District Prohibited Uses
4. GEN-3 York Base Zoning District Map Amendment
5. York Village Center Overlay District Map Amendment
6. RES-7 Front Setback Footnote Change for Municipal Functionally Water Dependent Uses
7. Single-Use Plastic Carryout Bag Ordinance

Amendment #1

Hotel/Motel Definition Change Relative to Cooking Facilities

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

Article X

The Town hereby ordains amendment of the **Zoning Ordinance** to amend the definition of Hotel/Motel with regards to size of cooking facilities allowed within a Hotel/Motel accommodation.

Statement of Fact: The purpose of this amendment is to change the cooking facilities required size measurement from cubic feet (i.e. unit of volume) to square feet (i.e. unit of area). The goal is to match common construction practice with regard to measurement and mimic the current maximum size requirement that currently exists and may be found within a hotel/motel room with a standard 8' ceiling.

Recommendations:

Recommended by the Planning Board:

Recommended by the Board of Selectmen:

Amendment: Alter the definition of Hotel/Motel as follows:

- HOTEL/MOTEL:** A building or buildings designed for occupancy primarily as transient rental accommodations for a person or persons in which building:
- a. There are 15 or more transient rental accommodations;
 - b. There may be club rooms and meeting facilities;
 - c. There may be common dining facilities;
 - d. There may be facilities for guests such as swimming pools, tennis courts, volleyball courts, and courtyards/plazas;
 - e. Incidental business may be conducted; and
 - f. There may be a maximum of one dwelling to be used exclusively by the owner, operator or caretaker of the hotel/motel.

Each rental accommodation in a hotel/motel shall include sanitary and sleeping facilities and each accommodation shall be rented or leased for compensation. An accommodation may include cooking facilities, provided such area used for cooking or preparation of food is ~~100 cubic feet~~ *12 square feet* or less in size, including appliances. Any of the following shall constitute as cooking facilities: plumbing facilities, including a dishwasher, designed specifically for use in a food preparation area; stove tops or ranges for use in

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preparation of food; a refrigerator larger than 3.75 cubic feet in size; or counter top space ~~in excess of 12 square feet~~ designed specifically for use in a food preparation area. The ~~100 cubic feet~~ *12 square feet* limit on size of the cooking facility area shall be calculated as the amount of floor footprint of ~~this the cooking area multiplied by the height of this area.~~ The maximum permitted length of the cooking facility area shall be ~~10~~ 6 feet, and the minimum depth of the footprint measurement shall be 2 feet.

Amendment #2

GEN-3 Zoning District Permitted Uses

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

Article X

The Town hereby ordains amendment of the **Zoning Ordinance** to amend the permitted use section of the General Development 3 (GEN-3), by specifically amending Article 4.1.2, Business, Village and General Districts.

Statement of Fact: The purpose of this amendment is to include a permitted use relative to open air music and theatrical performances within the GEN-3 Zone south of the Little River.

Recommendations:

Recommended by the Planning Board:

Recommended by the Board of Selectmen:

Amendment: In Article 4, Use Regulations, Specifically, “Permitted Uses in the YBVC zone” Amend the following use category to read as follows:

Recreation & Amusement Use Category (GEN-3)

- Indoor Amusement/Entertainment/Assembly Place (Enclosed) (South of the Little River)
- *Open Air Venues/Areas for Theatrical and Musical Performances with a capacity not to exceed 300 persons (South of the Little River)*
- Indoor Sports Facility (No Gambling) (South of the Little River)
- Outdoor Sport and Amusement Facilities
- Country Club
- EXPRESSLY PROHIBITED: Campgrounds and Travel Trailer Parks; Amusement Arcades (as Primary or Accessory Use); ~~Open Air or Drive-In Theater or Other Open Air Places of Entertainment;~~

Amendment #3

YBVC Zoning District Prohibited Uses

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

Article X

The Town hereby ordains amendment of the **Zoning Ordinance** to amend the prohibited use section of the York Beach Village Center (YBVC), specifically amending Article 4.1.2, Business, Village and General Districts.

Statement of Fact: The purpose of this amendment is to clarify that the Bottling of Beverages as part of or accessory to an Artisanal Food and/or Beverage Facility is permitted within the YBVC District.

Recommendations:

Recommended by the Planning Board:

Recommended by the Board of Selectmen:

Amendment: In Article 4, Use Regulations, Specifically, “Permitted Uses in the YBVC zone” Amend the following use category to read as follows:

Industrial Use Category (YBVC)

- Bulk Storage Collection Bin
- EXPRESSLY PROHIBITED: Printing, Binding, Publishing and Related Arts and Trades; Bottling of Beverages (*Except as permitted within or accessory to an Artisanal Food and/or Beverage Facility*); Machine Shop, Assembly, Packaging, or Manufacturing; Wholesale Business and Storage in a Roofed Structure; Wood Manufacturing and Fabrication; Waste Transfer Facility; Waste Processing or Disposal Facility; Bulk Fuel Storage; Truck Terminals.

Amendment 4

GEN-3 York Base Zoning District Map Amendment

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

Article X

The Town hereby ordains amendment of the Zoning Ordinance to revise the official map entitled, “York Zoning Ordinance: Base Zoning Districts” as referenced under zoning article 3.4.

Statement of Fact:

The purpose of this amendment is to amend the base zoning district map by incorporating (Map & Lot: 0050-0036 and 0050-0035) 207 and 211 York Street within the GEN-3 base zone. The amendment aims to better correspond to the Comprehensive Plans recommendations regarding Future Land Area #8- York Village Center Area and the guidance provided by the plan with how that area should be zoned in the future.

Recommendations:

Recommended by the Planning Board:

Recommended by the Board of Selectmen:

Amendment: In Article 3-Establishment of Zoning Districts, revise the language of article 3.4 to specify the amended York Base Zoning District map revision date:

3.4 Map of Base Zoning Districts

A Base Zoning Districts

The boundaries of base zoning districts established pursuant to this Ordinance are delineated in detail on a map entitled, “York Zoning Ordinance: Base Zoning Districts” dated ~~November 4, 2008~~ *April 27, 2015*. The following base zones are delineated: - **Map Amended 11/8/2005, 11/04/08, 11/03/2015**

RES-1	Residential 1
RES-2	Residential 2
RES-3	Residential 3
RES-4	Residential 4
RES-5	Residential 5
RES-6	Residential 6
RES-7	Residential 7

BUS-1	Business 1
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BUS-2	Business 2
YBVC	York Beach Village Center
RT 1-1	Route One-1, River
RT 1-2	Route One-2, Small Makes Sense
RT 1-3	Route One-3, Big Makes Sense
RT 1-4	Route One-4, Tourism/Recreation
RT 1-5	Route One-5, Cape Neddick Village
RT 1-6	Route One-6, Rural Mixed Use
GEN-1	General Development 1
GEN-2	General Development 2
GEN-3	General Development 3

Amendment 5

York Village Center Overlay District Map Amendment

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

Article X

The Town hereby ordains amendment of the Zoning Ordinance to revise the official map entitled, “York Zoning Ordinance: York Village Center Overlay District” as referenced under zoning article 3.15.

Statement of Fact:

The purpose of this amendment is to expand the York Village Center Overlay District to include a parcel that abuts the current overlay district on York Street. The amendment aims to better correspond to the Comprehensive Plans recommendations regarding Future Land Area #8- York Village Center Area and the guidance provided by the plan with how the area should be zoned in the future.

Recommendations:

Recommended by the Planning Board:

Recommended by the Board of Selectmen:

Amendment: In Article 3-Establishment of Zoning Districts, revise the language of article 3.15 to specify the updated York Village Center Overlay District map revision date:

3.15 York Village Center Overlay District

The York Village Center Overlay District shall include the property as shown on a map entitled, “York Zoning Ordinance: York Village Center Overlay District” dated ~~February 17, 2006~~ *April 27, 2015*.

Amendment 6
*RES-7 Front Setback Footnote Change for Municipal Functionally
Water Dependent Uses*

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

Article X

The Town hereby ordains amendment of the **Zoning Ordinance** to amend the Schedule of Dimensional Regulations within the Residential 5, 6 and 7 zoning districts by specifically amending Article 5.2.1, Residential District footnote “b.”

Statement of Fact: The purpose of this amendment is to promote an existing development pattern for uses that abut the sidewalk along Long Beach Avenue and to allow greater design flexibility for municipal functionally water dependent uses within this area. This amendment is in line with the process of beginning to review and amend the dimensional requirements for buildings that are within close proximity to Long Sands Beach especially as it relates to front setback regulations on parcels that have frontage on Long Sands Beach Avenue within the current RES-7 district. This change corresponds with Recommendation #1 of Land Use Are #4 “Long Sands Beach” of the Comprehensive Plan.

Recommendations:

Recommended by the Planning Board:

Recommended by the Board of Selectmen:

Amendment: In Article 5.2, Schedule of Dimensional Regulations, Specifically, “5.2.1 Residential Districts” remove footnote “b” regarding minimum front yard setbacks for lots “without year-round public water or sewer” and lots with only “year round public water” as noted for RES-5, 6 and 7; leave footnote “b” as it relates to “year-round public water and sewer” for those districts and insert the following language as it relates to that footnote:

ZONING DISTRICT	RESIDENTIAL DISTRICTS					AMENDED
	Res-1A s	RES-1B	RES-2 RES-3	RES-4	RES-5 RES-6 RES-7	
<u>Minimum Land Area</u> (Square Feet)						
without year-round public water or sewer	87,120	43,560	87,120	43,560	20,000 m	
with year-round public water	87,120	43,560	87,120	43,560	20,000 m	
with year-round public water and sewer	43,560 s	30,000	43,560	30,000	12,000 m	
<u>Minimum Street Frontage</u> (Feet)						
without year-round public water or sewer	200 e	125 e	200 e	135	100	
with year-round public water	200 e	125 e	200 e	135	100	
with year-round public water and sewer	150 e s	100 e	150 e	135	100	
<u>Minimum Lot Depth</u> (Feet)	None	None	None	100	None	
<u>Minimum Front Yard Setback</u> (Feet)						
without year-round public water or sewer	50 k	30 k	50 k	30	20 b	11/05/96
with year-round public water	50 k	30 k	50 k	30	20 b	11/05/96
with year-round public water and sewer	40 k s	30 k	40 k	30	20 b	11/05/96
<u>Minimum Rear Yard Setback</u> (Feet)						
without year-round public water or sewer	30 k	20 k	30 k	20	12	
with year-round public water	30 k	20 k	30 k	20	12	
with year-round public water and sewer	20 k s	20 k	20 k	20	12	
<u>Minimum Side Yard Setback</u> (Feet)						
without year-round public water or sewer	30	20	30	20	12	
with year-round public water	30	20	30	20	12	
with year-round public water and sewer	20 s	20	20	20	12	
<u>Maximum Coverage (Impervious Surface Ratio)</u>	25%	25% 1	25% 1	25%	30 %	11/05/96
<u>Maximum Building and Structure Height</u> (Feet)	35	35	35	35	35	12/29/93 5/22/04
	AMENDED 11/06/07					

b. A Municipal Functionally Water Dependent Use in the RES-7 district that contains frontage on Long Beach Avenue and has year-round public water and sewer shall not be required to meet minimum front yard setback requirements.

Amendment 7

Single-Use Plastic Carryout Bag Ordinance

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

Article X

The Town hereby ordains a new ordinance entitled, “Single-Use Plastic Carryout Bag Ordinance.”

Statement of Fact:

The purpose of this amendment is to eliminate the usage of single-use plastic bags by retail and grocery stores in the Town of York except as may be permitted by this ordinance.

Recommendations:

Recommended by the Board of Selectmen:

Amendment: This new ordinance will be included within the Business Regulation category of Town Ordinances and will read as follows:

SINGLE-USE PLASTIC CARRY OUT BAG ORDINANCE

SECTION 1. PURPOSE AND INTENT

The production and use of single-use plastic carryout bags have significant impacts on the marine and land environment of all coastal communities that outweigh their usefulness to the public. These impacts include, but are not limited to: contributing to the potential death of marine animals through ingestion and entanglement; contributing to pollution of the land and marine environment; imposing an unnecessary burden on our solid waste management; clogging our storm drainage systems; and requiring the use of non-renewable fossil fuels for manufacture.

Voluntary efforts to control the use of single-use plastic carryout bags have had minimal effect to date.

The Town of York strives to conserve resources, reduce greenhouse gas emissions, waste and litter and to protect the quality of life for the Town’s residents and visitors.

The purpose of this ordinance is to eliminate the usage of single-use carry out plastic bags by all retail and grocery stores in the Town of York.

SECTION 2. AUTHORITY

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This Ordinance is adopted pursuant to the Town's Home Rule Authority granted under Article VIII-A of the Maine Constitution and Title 30-A M.R.S. §3001.

SECTION 3. DEFINITIONS

Customer: Any person obtaining goods at or from a Retail Establishment.

Recyclable Paper Bag: Paper bags that are accepted for recycling by the Town of York's curbside recycling program.

Retail Establishment: Any commercial enterprise including but not limited to grocery and convenience stores, markets, pharmacies, restaurants, take-out food purveyors, seasonal and temporary businesses and other merchandise retailers. Nonprofit and religious organizations are not considered Retail Establishments.

Reusable bag: A bag with handles that is specifically designed and manufactured to withstand repeated uses over a period of time, is made from a material that can be cleaned and disinfected regularly and is at least 3 mils thick if made from plastic.

Single-Use Plastic Carryout Bag: Plastic bag with a thickness of less than 3 mils (3/1000 of an inch) with an integral handle provided at check out for the purpose of transporting food or merchandise out of the establishment.

SECTION 4. STANDARDS

Each Retail Establishment located in the Town of York shall comply with this Ordinance.

- A. No single-use plastic carryout Bag shall be distributed, either with or without charge, to a Customer, at any Retail Establishment located in the Town of York.
- B. Customers are encouraged to bring their own reusable shopping bags to Retail Establishments, who may choose to give customers a rebate for such.
- C. Retail Establishments may provide Customers with recyclable paper bags or reusable bags, with or without a charge, as they so desire.

SECTION 5. EXCEPTIONS

- A. Single use plastic bags, typically without handles, used to contain dry cleaning, newspapers, produce, meat, lobsters, fish, bulk foods, and wet items are permissible.
- B. Nonprofit organizations or religious institutions are exempt.

SECTION 6. ADMINISTRATION AND ENFORCEMENT

- A. The Code Enforcement Officer (CEO) shall have the authority to administer and enforce this Ordinance.

- B. If it is determined that a violation has occurred, the CEO shall issue a written warning to the Store for the initial violation. If an additional violation has occurred after a written warning has been issued, the CEO shall issue a written notice of violation and shall impose a penalty against the Store. The penalty associated with each written notice of violation shall be:
1. \$50 for the first offense, or
 2. \$100 for the second and all subsequent offenses. To be considered a second or subsequent offense, the violation must occur within one year of the most recent prior violation.
- C. No more than one penalty shall be imposed upon a Store within a 7-day period.
- D. A Store shall have 15 days following receipt of a written notice of violation to pay the penalty.

SECTION 7. APPEALS

Any decision, action, or inaction pertaining to this Ordinance may be appealed to the York County Superior Court. Any appeal must be filed within 30 days of the decision or action being appealed.

SECTION 8. EFFECTIVE DATE

This ordinance shall take effect 4 months following the date of adoption by the voters to allow stores time to make necessary adjustments to bring operations into compliance with the law.

SECTION 9. SEVERABILITY

Should any portion of this Ordinance be held by the courts to be invalid, this shall not affect the validity of remaining portions of this Ordinance.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 11, 2015

ACTION

DATE ACTION REQUESTED: September 14, 2015

DISCUSSION ONLY

SUBJECT: Property Redemption – Tax Map 0040-0061-0164; 164 Camp Eaton

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Approve the Property Redemption Request for the total taxes, interest and costs due
2. Deny the Property Redemption Request and keep the property under Town ownership

RECOMMENDATION: Approve the Property Redemption Request from Patricia McAndrew for 164 Camp Eaton.

PROPOSED MOTION: I moved to approve the property redemption of Tax Map 0040-0061-0164, located at 164 Camp Eaton, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than November 13, 2015 with cash or certified bank check.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____ REVIEWED BY: _____
Melissa M. Avery, Assistant to the Town Manager

Summary

Detail

Notes

Payment Plan

Access

- Tax Map # 0040 0061 0081
- Linked to Tax Map # 0040 0061 0081

- MCANDREW JOHN/PATRICIA
- Linked to MCANDREW JOHN/PATRICIA

- Parcels Linked to Tax Map # 0040 0061 0081

Filters

Year

Sub System

Active A/R

Hide zero balance

Late Charges

As of Date

Display

Keep Setting

Daily Interest Amount \$0.06

Year id	Sub System	Bill Number	Billed	Fee	Paid	Balance Due	Late Charges	Total Due	1st Due	2nd Due	Up To 1st Due	Bar Code
2016	Real Property Tax	RE8262	\$94.60		\$94.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		771550
2015	Tax Title	RE6216	\$146.79			\$146.79	\$1.76	\$148.55	\$146.79		\$148.55	625460
2014	Tax Title	RE6170	\$145.14			\$145.14	\$6.88	\$152.02	\$145.14		\$152.02	512590
2013	Tax Title	RE6172	\$129.03	\$9.48		\$138.51	\$11.61	\$150.12	\$138.51		\$150.12	509250
2011	Real Property Tax	RE9913	\$70.98		\$70.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		868200
			\$586.54	\$9.48	\$165.58	\$430.44	\$20.25	\$450.69	\$430.44	\$0.00		

Refresh

Search



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 28, 2015

ACTION

DATE ACTION REQUESTED: September 14, 2015

DISCUSSION ONLY

SUBJECT: Property Redemption – Tax Map 0040-0061-0184; 184 Camp Eaton

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Approve the Property Redemption Request for the total taxes, interest and costs due
2. Deny the Property Redemption Request and keep the property under Town ownership

RECOMMENDATION: Approve the Property Redemption Request from Lawrence Lamey for 184 Camp Eaton.

PROPOSED MOTION: I moved to approve the property redemption of Tax Map 0040-0061-0184, located at 184 Camp Eaton, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than November 13, 2015 with cash or certified bank check.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

REVIEWED BY: _____

Summary

Detail

Notes

Payment Plan

Access

- Tax Map # 0040 0061 0104
- Linked to Tax Map # 0040 0061 0104

- LAMEY LARRY/JOANNE
- Linked to LAMEY LARRY/JOANNE

- Parcels Linked to Tax Map # 0040 0061 0104

Filters

Year

Sub System

Active A/R

Hide zero balance

Late Charges

As of Date

Display

Keep Setting

Daily Interest Amount \$0.06

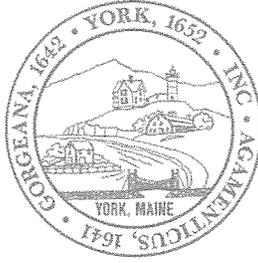
Year id	Sub System	Bill Number	Billed	Interest	Fee	Paid	Balance Due	Late Charges	Total Due	1st Due	2nd Due	Up To 1st Due
2015	Tax Title	RE5274	\$174.71				\$174.71	\$2.38	\$177.09	\$174.71		\$177.09
2014	Tax Title	RE5244	\$172.41				\$172.41	\$9.27	\$181.68	\$172.41		\$181.68
2013	Tax Title	RE5255	\$153.98		\$9.48		\$163.46	\$15.48	\$178.94	\$163.46		\$178.94
2012	Real Property Tax	RE2513	\$58.91	\$1.02		\$59.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2011	Real Property Tax	RE2517	\$58.24			\$58.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	



			\$618.25	\$1.02	\$9.48	\$118.17	\$510.58	\$27.13	\$537.71	\$510.58	\$0.00	
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Refresh

Search



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 28, 2015

ACTION

DATE ACTION REQUESTED: September 14, 2015

DISCUSSION ONLY

SUBJECT: Property Redemption – Tax Map 0096-0036-F; 184 Mountain Road

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Approve the Property Redemption Request for the total taxes, interest and costs due
2. Deny the Property Redemption Request and keep the property under Town ownership

RECOMMENDATION: Approve the Property Redemption Request from Paul Dionne on behalf of the Estate of Arthur Philbrick for 184 Mountain Road.

PROPOSED MOTION: I moved to approve the property redemption of Tax Map 0096-0036, located at 184 Mountain Road, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than November 13, 2015 with cash or certified bank check.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

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

REVIEWED BY: _____

Summary

Detail

Notes

Payment Plan

Access

- Tax Map # 0096 0036 F
- Linked to Tax Map # 0096 0036 F

- YORK TOWN OF
- Linked to YORK TOWN OF

Parcels Linked to Tax Map # 0096 0036 F

Filters

Year

Sub System

Active A/R

Hide zero balance

Late Charges

As of Date

Display

Keep Setting

Daily Interest Amount \$0.90

Year id	Sub System	Bill Number	Billed	Interest	Fee	Paid	Balance Due	Late Charges	Total Due	Up To 1st Due	Bar Code
2012	Tax Title	RE7550	\$1,742.29		\$9.11		\$1,751.40	\$374.68	\$2,126.08	\$2,126.08	286675
2011	Tax Title	RE7679	\$1,812.82		\$8.75		\$1,821.57	\$510.63	\$2,332.20	\$2,332.20	169572
2010	Tax Title	TT125147	\$1,619.90	\$269.71	\$8.59	\$873.07	\$1,025.13	\$398.79	\$1,423.92	\$1,423.92	48703
2009	Tax Title	TT114236	\$1,613.18	\$505.21	\$8.54	\$2,126.93	\$0.00	\$0.00	\$0.00		45159
2008	Tax Title	TT103049	\$1,590.03	\$416.52		\$2,006.55	\$0.00	\$0.00	\$0.00		42107

			\$8,378.22	\$1,191.44	\$34.99	\$5,006.55	\$4,598.10	\$1,284.10	\$5,882.20		
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184 Manhattan



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 11, 2015

ACTION

DATE ACTION REQUESTED: September 14, 2015

DISCUSSION ONLY

SUBJECT: Voting Credentials for MMA Business Meeting

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: If the Board wishes to have a Voting Delegate represent York at the MMA Annual Convention, there needs to be a formal vote taken before October 6, 2015 to appoint that delegate, along with an alternate if the Board so chooses to do so.

RECOMMENDATION:

PROPOSED MOTION: I move to appoint _____ as the designated official Voting Delegate and _____ as the alternate Voting Delegate for York to the Maine Municipal Association Annual Business Meeting on October 7, 2015 in August, Maine.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____

REVIEWED BY: _____



Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

MEMORANDUM

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Stephen W. Gove, Interim Executive Director

DATE: September 1, 2015

SUBJECT: Voting Credentials for MMA Annual Business Meeting

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 7, 2015, at 1:30 p.m. in the Cumberland Room at the Augusta Civic Center.** The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the *MMA Voting Delegates Credential Form* on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached the Proposed Agenda for the MMA Annual Business Meeting for your reference. The current MMA Bylaws as adopted in 2013 will be available at the MMA Annual Business Meeting or may be viewed on the MMA website at

<http://www.memun.org/public/MMA/Gov/bylaws.pdf>.

If you plan to be at the MMA Annual Convention and would like to have a Voting Delegate represent your municipality, please complete the MMA Voting Delegate Credential Form and return to our office by **Tuesday, October 6, 2015** or bring it with you to the MMA Annual Business Meeting. We have provided a self-addressed, self-stamped envelope for your convenience.

We look forward to seeing you at this year's MMA Annual Convention. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 ext. 2211 or in the Augusta area at 623-8428.

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 7, 2015
1:30 – 2:30 p.m.
Augusta Civic Center
Level 1 – Cumberland Room**

AGENDA

- 1. Introductions and Welcoming Remarks – MMA President Stephan Bunker
(Selectperson, Town of Farmington)**
- 2. Approval of 2014 MMA Annual Business Meeting Minutes – Stephan Bunker**
- 3. MMA President’s Report – Stephan Bunker**
- 4. Announcement of Election Results for MMA Executive Committee and
Introduction of New Executive Committee Members – Stephan Bunker**
- 5. Executive Director’s Report - Stephen Gove, Interim Executive Director**
- 6. Other Business (*comments from the floor*)**
- 7. Adjournment**

**MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS**

_____ is hereby designated as the official Voting Delegate and
(name)
_____ as the alternate voting delegate for _____
(name) (municipality)
to the Maine Municipal Association Annual Business Meeting which is scheduled to be held,

Wednesday, October 7, 2015, 1:30 p.m., at the Augusta Civic Center, Augusta, Maine.

The Voting Delegate Credentials may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Name: _____ **Position:** _____

Or Signed by a Majority of Municipal Officers:

Please return this form no later than **Tuesday, October 6, 2015** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

*MMA Annual Business Meeting
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: 207-626-3358*