



Town of York

186 York Street
York, Maine 03909-1314

BOARD OF SELECTMEN'S MEETING AGENDA

5:00PM SITE VISIT – GOODRICH PARK
6:00/7:00PM MONDAY, SEPTEMBER 21, 2015
YORK LIBRARY

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

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

www.yorkmaine.org

5:00PM: Site Visit at Goodrich Park and Grant House; 200 US Route One

6:00PM: Meeting with Energy Steering Committee to Discuss LED Streetlights

7:00PM: Regular Meeting

Call to Order

Opening Ceremonies

A. Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

1. Knights of Columbus Proclamation
2. Bid Award: Fall Parks and Recreation Brochures

E. Reports

1. Annual MS4 Compliance Report – Leslie Hinz, Stormwater Manager
2. Police Department – Accidents on Route One

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

G. Public Hearings

H. Endorsements

I. Old Business

1. Discussion: Winter Plowing Plan
2. Discussion and Possible Action: Parking Policies with Respect to Revenues
3. Discussion and Possible Action: Communications Tower at 36 Main Street

J. New Business

1. Discussion: Public Uses/Park Management, Goodrich Park
2. Discussion and Possible Action: Beach Management Overview
3. Discussion and Possible Action: Options for Solid Waste Contract
4. Discussion and Possible Action: MDOT Route One Maintenance Facility

K. Future Agendas

L. Other Business

M. Citizens' Forum

Adjourn

Briefing on Energy Savings Performance Contracts (ESPC) and financial aspects

Prepared by Celtic Energy Inc. (www.celticenergy.com), for further information contact chrislot@celticenergy.com

An Energy Savings Performance Contract (ESPC) provides an opportunity to increase efficiency, cut costs, and conserve capital spending. ESPCs are good options for facility Owners with limited funding and skilled personnel to implement and manage capital improvement projects. An ESPC can deliver guaranteed cost reductions, facilities improvements and reduced emissions, all without capital outlay—potentially a good return for no investment and low risk. A facility owner can choose to finance the project itself. Below is an outline of ESPC structure, process, costs, benefits, and risks. This description will refer to “facilities” or “infrastructure” including street lights, buildings or other capital improvements.

ESPC structure (see Figures 1 and 2, below):

- Self-funding public-private partnership proven in hundreds of projects nationwide, \$5+ billion annual industry
- Facility Owner contracts with Energy Services Company (ESCO) to identify potential energy and water savings
- ESCO implements energy and water systems upgrades with guaranteed savings (usually 20%–40%)
- Third-party financing pays ESCO to implement upgrades, ESCO monitors savings (not a shared savings deal)
- Owner uses cash flow from lower utility bills to repay third-party financing over term (often 7–15 years)
- Owner owns installed equipment, enjoys lower operating costs (net of financing repayments)
- Owner’s Representative (OR) serves as Owner’s advisor, provides QA on ESCO, minimizes project risk

ESPC benefits to the Owner:

- No up-front cost, guaranteed lower utility costs over project term (10–15+ years) compared to business as usual
- Address deferred capital investment and maintenance issues, fix facility energy systems’ problems
- Improved functionality of facilities and their equipment
- Greater energy and water efficiency at Owner facilities, with lower emissions
- ESCO Assumes most project risk, guarantees savings, does most work, provides one point of contact for Owner

ESPC costs and risks to the Owner:

- No capital expenditure; guaranteed utility cost reductions repay third-party or Owner financing
- Small risk of contingency “walk away” fee if no project results, based on level of effort to audit infrastructure
- Owner’s Representative reduces risks with quality assurance oversight, OR fee is recovered via project financing
- Owner employees’ time to engage with ESCOs on project development and implementation

Project process overview:

The Owner can hire an Owner’s Representative (OR) to support the ESPC process, ideally from the initial planning phase. The Owner issues an RFP to select an ESCO. ESCOs submit proposals with proposed Energy Conservation Measures (ECMs) and estimated savings based on preliminary assessments of a sample subset of facilities. The Owner chooses one ESCO and negotiates an agreement with that ESCO to conduct an Investment-Grade Audit (IGA) over 3–6 months of the facilities in the project. The Owner doesn’t pay for the IGA separately if an ESPC is implemented, but the Owner encumbers the risk of the ESCO’s “walk away” contingency fee in case the Owner decides not to proceed with the ESPC after the IGA is complete. The iterative IGA process enables the Owner to identify the ECMs it prefers. The IGA provides hard information with open-book pricing to inform the Owner’s decision about what to implement. The self-funding ESPC’s cost savings guarantee minimizes risk, regardless of project size or scope. Based on the IGA the Owner negotiates an energy services agreement (ESA or ESPC) with the ESCO to implement the desired ECMs with savings guaranteed by the ESCO. Based on the savings guarantee, the Owner arranges financing to pay the ESCO to do the work. Typically Owner capital funds are not used, though Owner capital can be used. In municipalities a tax-exempt lease purchase is often used. Very few ESPC projects fail after the IGA, fewer with OR support.

FIGURE 1: TYPICAL ENERGY SAVINGS PERFORMANCE CONTRACT FINANCIAL STRUCTURE

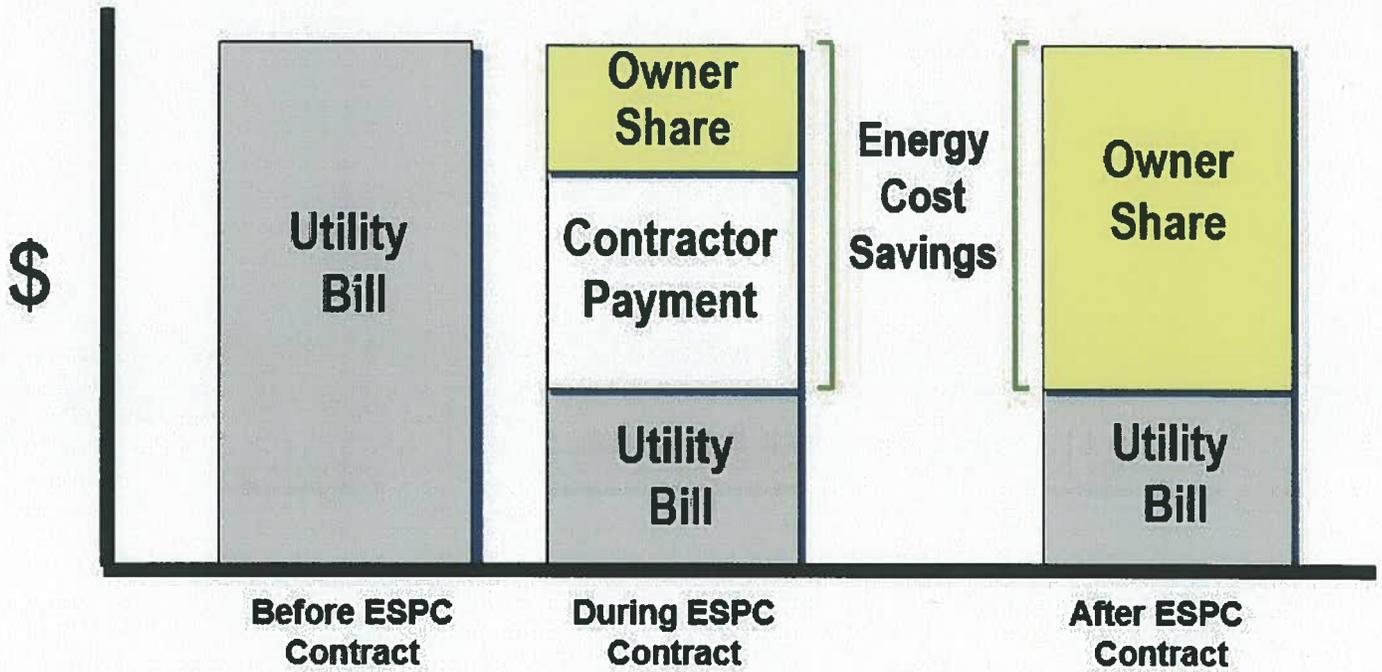
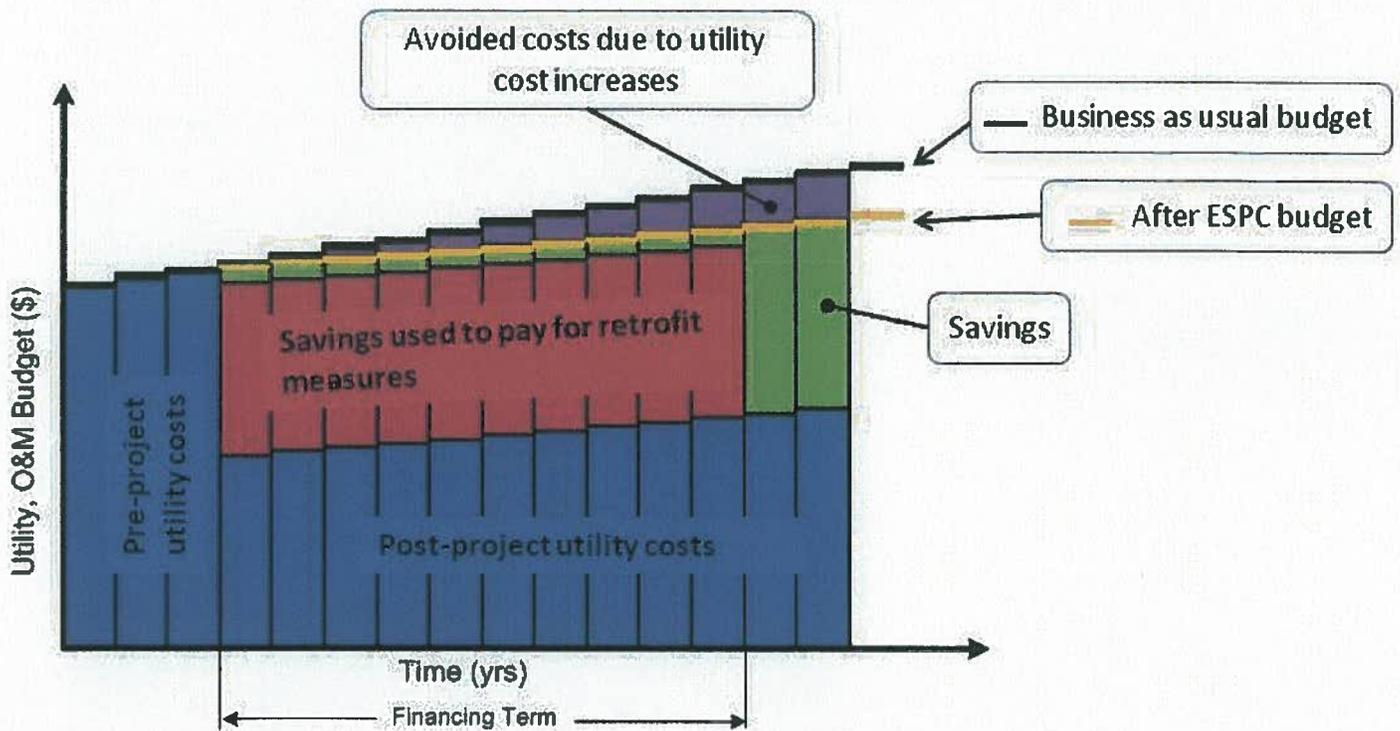


FIGURE 2: TYPICAL ENERGY SAVINGS PERFORMANCE CONTRACT FINANCIAL STRUCTURE



HOW AN ESPC DIFFERS FROM TRADITIONAL CAPITAL PROJECTS

The ESPC third-party or off-book financing model differs from typical (municipal or other facility Owner) capital project budgeting, and asks the Owner to consider different criteria and variables than standard municipal financial analysis. Alternative financing based on guaranteed savings provides a distinct value proposition & risk profile.

Please note that the following discussion focuses on third-party financing options. It is possible for the Owner to provide its own financing for an ESPC such as a bond or capital appropriation, in which case some of the following considerations are less relevant, as noted in [brackets] below. For example, ROI would become a more direct consideration.

The ESPC does not use capital funds. Typically third party financing funds the Energy Services Company (ESCO) to install capital improvements in Owner facilities with guaranteed energy and water savings. Lower utility costs generate cash flow that the Owner uses to repay the financing over the project term (~15 years). The savings guarantee typically provides sufficient cash flow to cover financing payments over the project term. ESPCs effectively repurpose future inefficient operating outlay, and thus are self-financing via the cost reductions resulting from the project itself. [If the Owner provides financing, the guarantee can be set to assure sufficient cash flow for repayment over project term.]

The ESCO assumes most project risk. The ESCO provides the Owner with a contractual guarantee of defined lower utility costs, net of financing repayments and with a planned annual escalator over the project term. If the savings do not materialize, the ESCO writes a check to the Owner for the difference. All excess savings go to the Owner. [This risk profile remains essentially the same in the case of Owner financing due to the savings guarantee and contract structure.]

Off-book financing based on guaranteed savings provides a different risk profile and value proposition than standard capital budgeting. With third-party financing the role of the project's internal cost/benefit calculations in Owner decision making differs from other typical Owner or municipality-funded projects. Capital cost plays a different role because the project does not compete for capital funding. ROI plays a different role because the Owner does not make the direct investment. The ESCO is paid by the financing to do the upgrades, so the ESCO focuses on the Energy Conservation Measures' (ECMs') capital cost, simple payback or ROI, and other microeconomic factors because the ESCO guarantees the project's minimum results. The Owner's primary decision variables include the cost savings guarantee, repayment term and factors such as the annual escalator rate. Your Owner's Representative provides due diligence and quality assurance, while enforcing open-book pricing in the contract. [With owner financing the role of ROI is essentially the same as in other capital budgeting, with the additional benefits of the savings guarantee.]

The Owner does not need to commit to the project until it sees the selected ESCO's very detailed Investment Grade Audit (IGA). The IGA provides analysis of each proposed Energy Conservation Measure (ECM). The IGA is the basis for the negotiation of the scope of the ESPC. The Owner can choose what ECMs it wants to implement, with the understanding that different portfolios of ECMs can provide different levels of energy and cost savings. [This is the case with Owner financed projects as well.]

In order to get the IGA's bankable financial and engineering information, the Owner has to assume the small risk of the ESCO's contingency fee. That "walk away fee" is based on the cost of preparing the IGA, to protect the ESCO in case the Owner decides not to proceed at all after months of analysis. That fee is typically reflects the IGA effort, for example based on the number of street lights or the total square footage of audited buildings (*e.g.*, at \$0.05–\$0.15/square foot). ESCOs often set the fee at the lower end of the range to be more competitive. Less than 5% of ESPCs do not proceed after the IGA, and even fewer when an Owner's Representative is involved. [This is the case with Owner financed projects as well.]

Briefing for York Selectboard on LED street light upgrade project options

Prepared by Celtic Energy Inc. (CEI), contact Chris Lotspeich (tel 860.882.1515 / chrislot@celticenergy.com)

EXECUTIVE SUMMARY: The Town has an opportunity to upgrade its street lights (SLs) with new LED technologies, as many communities have done nationwide. LEDs provide better light at lower energy and maintenance costs and last much longer than current technology. A recent State law enables municipalities to purchase their SLs from CMP directly or work with contractors to upgrade SLs under a few procurement “business models”. Performance contracting and lighting-as-a-service business models provide no-money-down options with immediate cost savings and third-party implementation and financing. Energy savings could be in the 40%–70% range. In all three business models the Town can choose the LEDs it prefers and conduct test installations before buying. CEI is the Town’s independent third-party consultant supporting project development and implementation.

York current conditions

York hosts ~830 SLs and poles owned by CMP. CMP charges a monthly flat fee per fixture based on type and Wattage. SL cost in FY13 was ~\$127,000, FY14 was ~\$132,000, FY15 was ~\$163,000, and the FY16 budget is ~\$145,000.

Maine’s recent street light law (Sec. E-1. 35-A MRSA 2523)

CMP must provide options to municipalities: (A) CMP owns/installs/maintains lights/poles for a fee (as now), Town can choose 3rd party energy supplier. (B) Town owns lights, CMP owns poles, CMP installs lights for a fee, Town/contractor maintains lights. (C) Town/contractor owns/maintains lights, CMP owns/shares poles. The PUC is developing standards for municipal purchases of SLs from CMP for charges, installation, hardware, etc. The PUC directed CMP to work with the (Maine) Municipal Street Lighting Group (MSLG) comprising Falmouth Rockland, South Portland, and others to develop standard form agreements; the MSLG has been involved in the policy and regulations development process.

LED street lighting technology and benefits

Solid state lighting technologies such as Light Emitting Diodes (LEDs) are a technological revolution in lighting efficiency, quality and longevity. LEDs are light-emitting semiconductor microchips. They can improve public safety with better visibility and color rendering. LEDs can decrease light pollution by providing highly directional light, but consideration should be given to the potential to increase “sky glow” depending on the light spectrum range and “color temperature.” Additional benefits include physical robustness, good cold temperature performance, “instant-on” and opportunities for programmable controls. Generally LEDs contain no mercury, lead, or other disposable hazards. They represent a visible commitment to efficiency, safety and sustainability.

LEDs’ superior performance and lower cost of ownership are driving rapid replacement of fluorescents, high pressure sodium, metal halide and other current technologies for interior and exterior lighting. LED upgrades can reduce street lighting energy use 40%–70%. Controls such as dimming can increase savings by ~10%–20% or more. A NYSERDA study estimated maintenance savings at \$50/year per LED SL fixture. LED SL retrofits have been undertaken successfully in scores of communities nationwide including cities such as Boston, Las Vegas, Los Angeles, Orlando and Seattle, as well as over 30 Massachusetts municipalities. A recent Brunswick, ME LED and dimming controls retrofit of 630 SLs reduced energy use by 80%, to be paid for by savings over a 10 year term.

York considerations

- Public safety, liability risk management
- Energy and maintenance cost savings
- Lighting amount and quality
- Aesthetics, visual appeal, “look and feel”

- Town control over assets, GIS inventory
- Functionality in coastal 4-season climate
- Environmental benefits
- Dark Skies model ordinance guidelines

Potential procurement business models

There are three primary options for street light upgrade project procurement:

1. Direct purchase such as capital expenditure, using contractors for a design/build project.
2. Performance contracting approach utilizing third party implementation with guaranteed savings.
3. A Power Purchase Agreement (PPA)-type "lighting as a service" model with third party implementation and financing, selling street light services to the Town.

These options are summarized in the text below and attached Table 1. Final projects might differ in certain details. Table 1 provides initial qualitative assessments of the three options. Quantified comparisons are not possible without detailed analysis and consideration of specific proposals. In all three options the Town can choose the LEDs it prefers, and conduct test installations to assess technologies before purchasing them.

A fourth possibility is a utility-implemented LED upgrade. CEI is not aware if CMP is considering this.

Direct purchase

The Town could purchase the lights directly with capital expenditure. For example, the Town could finance a design/build project and manage contractor implementation. This approach could potentially provide better pricing compared to the other two options. The Town would need to commit sufficient resources to fund and manage the project. CEI could support the Town through implementation if it chooses this approach.

Energy Savings Performance Contract (ESPC)

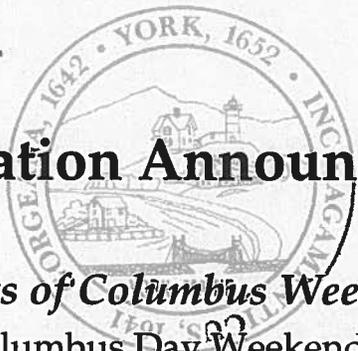
Please reference the attached CEI brief on ESPCs for more detailed discussion. A performance contract model enables energy saving upgrades such as LED lights to be installed at no money down with immediately lower energy bills, and the installed costs are repaid from the savings resulting from the upgrades – a self-funding project. The Town engages an Energy Services Company (ESCO) to conduct an Investment Grade Audit (IGA) on the current SLs, and design retrofit SL upgrades with guaranteed energy savings. The Town arranges financing for the project, such as a Tax Exempt Lease Purchase, capital appropriation, bond or commercial loan. The ESCO installs SL upgrades with the financing. The Town owns the installed equipment, and can have the ESCO provide maintenance over the project term. The guaranteed energy savings result in positive cash flow that is sufficient to repay the financing over the project term (e.g., 7–15 years). After the term the Town keeps all the savings and can engage the ESCO or another contractor to provide ongoing maintenance. This transaction can be treated as an off balance sheet obligation depending on its structure. The Town can include other energy upgrades in the project, such as building renovations or new construction. CEI can support the Town through all project phases and verify the savings if this approach is selected.

Power Purchase Agreement (PPA)-type "lighting as a service" project or lease

This approach uses third party financing and implementation to provide SL upgrades with immediate cost savings and no Town capital expenditure. A contractor provides the financing and implementation to purchase, upgrade and maintain the SLs. The Contractor owns the SLs and sells street lighting services to the Town, via a lease or other fee for service payment structure, providing cost savings to the Town over the contract term (in cases with guaranteed savings). For example the Town might pay a fixed rate per unit of energy saved. In effect the cost savings are shared by the Town and the contractor over the project term. This transaction can be treated as an off balance sheet obligation depending on its structure. The Town has the option to purchase the SLs at the end of term, or extend the contract. This was the basic approach of the 2014 Pemco/Thayer Corp. proposal to the Town.

York Selectboard Street Light LED Upgrade Project Briefing Table 1: Procurement options overview

Procurement Model	Description	Owns SLs	Maintains SLs	Financing	Implementation	Financing	Pros	Cons
Direct purchase	Town buys & upgrades SLs	Town	Town (via contractor)	Town	Town hires & manages contractor(s)	Town	Town might get better installed cost	Town commits resources to fund & manage project
Performance contract	ESCO installs SLs with guaranteed savings	Town	ESCO or Town	3 rd party or Town, repaid over term from savings	ESCO	3 rd party or Town, repay over term	<ul style="list-style-type: none"> - No capital outlay - Savings guarantee - ESCO manages project - Potential to include building project upgrades 	ESCO marks up costs
PPA-type "lighting as service"	Contractor buys SLs, Town pays for SL use	Contractor, Town can buy SLs at term or extend contract	Contractor	Fee for service or shared savings over term	Contractor	Contractor or 3 rd party, fee for service over term	<ul style="list-style-type: none"> - No capital outlay - Contractor manages project - Savings guarantee possible 	Cost structure might be opaque



Proclamation Announcement

Knights of Columbus Weekend

Columbus Day Weekend

October 10-12, 2015

Whereas, York has been the home of the Star of the Sea Council 11940 of the Knights of Columbus and will join thousands of other local councils in a fundraising effort for special needs children and their families through the event known as the *"Tootsie Roll Drive"*, and;

Whereas, this event is scheduled to take place on the Saturday, Sunday and Monday of Columbus Day weekend, at the entrance of local business establishments, and;

Whereas, the *"Tootsie Roll Drive"* is the Knights of Columbus Nationwide Fundraiser to aid local special needs children and their families, and;

Whereas, it is the goal of the Members of the Local Council 11940 and the Citizens of York to make the *"Tootsie Roll Drive"* a success;

Now therefore, the Board of Selectmen do hereby extend an invitation to all of York's citizens, along with their friends and family, to support this great cause and the efforts of our local Knights of Columbus by patronizing local establishments and supporting the Knights of Columbus *"Tootsie Roll Drive"* for special needs children and their families.

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

Robert E. Palmer Jr., Chair

Jonathan O. Speers, Vice Chair

Torbert Macdonald

Dawn Sevigny Watson

Todd A. Frederick

Stephen H. Burns, Town Manager

Mary-Anne Szeniewski, Town Clerk



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 18, 2015	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 21, 2015	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Award bid for Parks and Recreation Department Fall/Winter/Spring Brochure	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

The following bids were received for the Parks and Recreation Department's 2015 Fall/Winter/Spring brochure. Pricing includes bulk mailing preparation as quoted:

Name: Graphic Image, Inc.
Milton, CT

36 pages plus cover
6,000 brochures - \$ 3,890.00
7,000 brochures - \$ 4,250.00

40 pages plus cover
6,000 brochures - \$ 4,485.00
7,000 brochures - \$ 4,875.00

Name: Hawthorne Creative
Portsmouth, NH

36 pages plus cover
6,000 brochures - \$4,364.00
7,000 brochures - \$4,732.00

40 pages plus cover
6,000 brochures - \$5,049.00
7,000 brochures - \$5,466.00

Name: RAM Printing
East Hampstead, NH

36 pages plus cover
6,000 brochures - \$4,520.00
7,000 brochures - \$4,964.00

40 pages plus cover
6,000 brochures - \$4,982.00
7,000 brochures - \$5,450.00

RECOMMENDATION:

To award the bid for the Parks and Recreation Department's 2015 Fall/Winter/Spring brochure to Graphic Image, Inc. in Milford ,CT. in the amount of \$4,250.00. Brochure will be 36 pages plus cover and total 7,000 brochures.

PROPOSED MOTION:

I move to award the bid for the Parks and Recreation Department's 2015 Fall/Winter/Spring brochure to Graphic Image, Inc. in the amount of \$4,250.00. Brochure will be 36 pages plus cover and total 7,000 brochures.

FISCAL IMPACT: \$4,250.00

DEPARTMENT LINE ITEM ACCOUNT: Recreation Enterprise/ Printing and Advertising

BALANCE IN LINE ITEM IF APPROVED: \$10,750.00

PREPARED BY:

Meme Cogger

REVIEWED BY:

[Signature]

QUOTATION FORM

Town of York, Maine
Parks and Recreation
2015 /2016 Fall/Winter/Spring Brochure

Name of company submitting proposal: Graphic Image Inc.

Address: 561 Boston Post Rd.

Milford CT 06460

Telephone: 203-877-8787

Name of company representative authorized to submit proposal:

Contact: Jose Ortiz

Title: President

Signature: Leigh Danenberg

Total bid amount per specifications:

6M

7M

36 Pages, plus cover

\$ 3420.00
(Price in Numerals)

\$ 3760.00
(Price in Numerals)

\$ Three thousand four hundred twenty⁰⁰/₁₀₀
(Price in Words)

\$ Three thousand seven hundred sixty⁰⁰/₁₀₀
(Price in Words)

40 Pages, plus cover

\$ 4015.00
(Price in Numerals)

\$ 4385.00
(Price in Numerals)

\$ Four thousand fifteen⁰⁰/₁₀₀
(Price in Words)

\$ Four thousand three hundred eighty five⁰⁰/₁₀₀
(Price in Words)

Price for Sort and tray for bulk mail

ECRWSS Postal Patron - list supplied \$ 470.00

\$ 490.00

HAWTHORN

C R E A T I V E

Proposal Created for:

9/16/2015

Town of York
Parks and Recreation
186 York Street
York, ME 03909-1314

We are pleased to be considered for your marketing needs. Below, please find a quote for the specific project(s) we discussed. Costs quoted include printing, shipping, and proof for client. Client will supply fully designed files for press. View a complete portfolio of products and design samples, visit www.hawthorncreative.com/design-suite/.

PRODUCT SPECIFICATIONS

- Description: 2015-16 Fall/Winter/Spring Brochure
- Pages: See below
- Size: 8" x 8"
- Cover Paper Stock: 80# dull matte cover
- Text Paper Stock: 60# dull matte text
- Artwork: Files supplied
- Cover Ink: 4/4 with bleeds
- Text Ink: 1/1 throughout
- Proofs: High resolution color & imposition proofs
- Bindery: Saddlestitch on the 8"
- Packaging: Carton pack, no more than 30 lbs. each
- Shipping: Sort and Tray for bulk EDD mail and deliver to post office

COST

Price includes print, and dockside shipping. State tax is not included and will be added, if applicable. State tax is billed to businesses in CO, PA, VT.

PAGE COUNT	QUANTITY	PRICE
36pp + Cover	6,000	\$4,179
36pp + Cover	7,000	\$4,532
40pp + Cover	6,000	\$4,864
40pp + Cover	7,000	\$5,266
Sort & Tray for Bulk Mail	6,000	\$185
Sort & Tray for Bulk Mail	7,000	\$200

PRODUCTION SCHEDULE:

Files to Hawthorn Creative: 10/6/2015
Proofs out: 10/9/2015
Proofs approved: 10/14/2015
Ship: 10/19/2015
Delivery: 10/20/2015

PAYMENT: All design and printing projects are paid in two installments; one half of total estimate is due as a deposit payment upon submission of this agreement. Remaining balance is due upon approval of final proof prior to press/launch, or 30 days from signing this contract, whichever comes first. A service charge of \$10 will be applied for all declined credit cards. A service charge of \$25 will be applied for all returned checks. Interest will be charged at a rate of 1.5 % per month on past due balances. In the event, that a client chooses to cancel the project, deposit payments are due and nonrefundable. Should it be necessary to have an attorney or agency make demand for payment, or if suit is instituted to collect on this contract, or any part thereof, the client agrees to pay these fees and all other costs incurred. Jurisdiction lies in the State of New Hampshire.

Sign _____ Name _____

Company _____ Date _____

QUOTATION FORM

Town of York, Maine
Parks and Recreation
2015 /2016 Fall/Winter/Spring Brochure

Name of company submitting proposal: HAWTHORN CREATIVE

Address: 33 JEWELL COURT
PORTSMOUTH, NH 03801

Telephone: 508-421-9299

Name of company representative authorized to submit proposal:

Title: DESIGN + PRINT SPECIALIST

Signature: Wendy McJanis

Total bid amount per specifications:

36 Pages, plus cover

\$ 4,179.00 - 6,000 Qty
(Price in numerals)

\$ Four Thousand - one hundred +
seventy - nine dollars
(Price in words)

40 Pages, plus cover

\$ 4,864.00 - 6,000 Qty
(Price in numerals)

\$ Four Thousand - eight
hundred + sixty four dollars
(Price in words)

Price for Sort and tray for bulk mail
ECRWSS Postal Patron - list supplied

\$ 195.00

QUOTATION FORM

Town of York, Maine
Parks and Recreation
2015 /2016 Fall/Winter/Spring Brochure

Name of company submitting proposal: HAWTHORN CREATIVE
Address: 33 JEWELL COURT
PORTSMOUTH, NH 03801
Telephone: 508-421-9299

Name of company representative authorized to submit proposal:

Title: DESIGN + PRINT SPECIALIST
Signature: Wendy McGinnis

Total bid amount per specifications:

36 Pages, plus cover
\$ 4,532.00 - Qty 7,000
(Price in numerals)

\$ FOUR THOUSAND, five hundred
(Price in words)
+ thirty two dollars

40 Pages, plus cover

\$ 5,206.00 - Qty 7,000
(Price in numerals)

\$ FIVE THOUSAND, two hundred
(Price in words)
+ sixty-six dollars

Price for Sort and tray for bulk mail
ECRWSS Postal Patron - list supplied

\$ 200.00

QUOTATION FORM

Town of York, Maine
Parks and Recreation
2015 /2016 Fall/Winter/Spring Brochure

Name of company submitting proposal: RAM PRINTING
Address: P.O. Box 900
EAST Hampstead, NH 03826
Telephone: 603-231-4062

Name of company representative authorized to submit proposal:
MIKE LIANTIGUA
Title: ACCOUNT MANAGER
Signature: 

Total bid amount per specifications: 6K \$4,206.
7K \$4,610.
36 Pages, plus cover
(Price in numerals)
6K four thousand two hundred and six
7K \$ four thousand six hundred and ten
(Price in words)

6K \$ 4668.
7K \$ 5096.
40 Pages, plus cover
(Price in numerals)
6K four thousand six hundred and sixty eight
7K \$ five thousand and ninety six
(Price in words)

Price for Sort and tray for bulk mail 6K \$ 314
ECRWSS Postal Patron - list supplied \$ 7K \$ 354

Memorandum

To: Board of Selectmen
From: Leslie Hinz, Stormwater Manager *LH*
Date: September 18, 2015

Subject: Update on MS4 Annual Report PY 2 (July 1, 2014 – June 30, 2015)

Each year the Town of York, along with the other 29 regulated communities in the state, is required to submit an Annual Report to Maine Department of Environmental Protection by September 15th. The Annual Report contains a summary of the activities completed to date as well as a General Assessment of Compliance which indicates the Best Management Practices being used to implement the General Permit.

The six Minimum Control Measures (MCM) listed in the General Permit are broken down by Best Management Practices describing each action taken to comply with a specific measure. For instance, MCM 1 Public Education and Outreach, measurable goal 1.1.1, describes how the town is working with other communities in developing a statewide awareness plan on issues such as the path stormwater runoff takes.

An overview of work performed under each of the Six Minimum Control Measure is as follows:

- MCM-1 Public Education and Outreach
 - Statewide Public Awareness
 - Television Advertising
 - Website links to www.thinkbluemaine.org
- MCM-2 Public Involvement and Participation
 - Public Notice Requirement
 - Host Public Event
- MCM-3 Illicit Discharge Detection and Elimination
 - Maintain an updated Watershed-Based Stormwater System Infrastructure Map
 - Implement and enforce a Non-Stormwater Discharge Ordinance
 - Catch basin and ditch inspections and cleaning
- MCM-4 Construction Site Stormwater Runoff Control
 - Notify construction site developers and operators
 - Document every construction activity that disturb one or more acres with the Urbanized Area
- MCM-5 Post-Construction Stormwater Management
 - Develop and Enforce Ordinance or Similar Measure
 - Track Post Construction Sites to ensure proper reporting and compliance with the Ordinance

- MCM-6 Pollution Prevention/Good Housekeeping for Municipal Operations
 - Operations at Municipally Owned Grounds and Facilities
 - Training
 - Continued Street Sweeping Program

A copy of the full report can be found at: [YorkCntyMS4AnnualRpt PY2.pdf](#)



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 18, 2015	<input type="checkbox"/> ACTION
DATE ACTION REQUESTED: September 21, 2015	<input checked="" type="checkbox"/> DISCUSSION ONLY
SUBJECT: Parking Policy	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: This is intended to be the start of a high-level discussion (not down in the weeds) about parking policy. I anticipate the issues of interest include the possible conversion from parking meters to pay stations, pricing of parking passes, the places where we charge for parking, and the amount we charge for parking and tickets. Captain Szeniewski has prepared supporting information for this discussion and will be attending the meeting for this discussion.

RECOMMENDATION: n.a.

PROPOSED MOTION: n.a.

PREPARED BY: Stephen H. Burns REVIEWED BY: 



TOWN OF YORK, MAINE

Police Department

Douglas P. Bracy
Chief of Police

Mailing Address:
36 Main Street
York, Maine 03909

Dispatch
Non Emergency
(207) 363-4444

Administration
(207)363-1031

Facsimile
(207) 361-6818

www.yorkpolice.org

*Committed
to excellence*

Memorandum

Date: September 9, 2015
To: Town Manager Stephen H. Burns
Cc: Board of Selectmen
From: Captain Charles J. Szeniewski *CJS*
RE: Parking Revenue

The objective of this memorandum is to provide the Board of Selectmen (BOS) the present state of the Town of York's parking revenue and potential changes to the revenue streams to increase the revenues.

The revenues are derived from four main sources; sale of parking permits, parking meters, violation revenue for meters and violation revenue for posted parking infractions. The revenues may be increased by addressing all four of the income sources or any one as they can all stand alone.

The present parking permit fees are \$35.00 and \$15.00 for those 65 years and older. The meter fee is \$1.00 per hour. The meter violation fee is \$25. The posted infraction is \$25. The permit parking violation fee is \$50. There are various fees also attached to violations, see attachment A.

The Town of York presently has 478 metered parking spaces, 46 posted parking spaces and 70 posted permit spaces with an additional 134 free designated parking spaces. The non-metered, non-posted parking spaces are defined in attachment B.

The Town of York presently charges \$1.00 per hour for metered spaces. Numerous municipalities charge more per hour for parking although not all use metered spaces. Their municipal parking lot fees can easily be converted to hourly rates. See attachment C.

Increasing the hourly fee to \$2.00 per hour would appear to place us on an even playing field with most of our neighbors. The intended charge may create push back when compared to Portsmouth, NH but I state their \$1.50 per

hour fee for premium parking is collected 12 months while our \$2.00 per hour fee would be collected 22 weeks of the year. Both supporting our individual municipalities and our varying tax rates and volume of business.

The addition of 25 metered parking spaces of the present 51 designated non-revenue generating spaces on the Beach Ball Field would also assist in reaching the goal of increased parking revenue.

The potential for seasonal metered parking spaces in York Village as are presently in the York Beach business zone may also be considered. If adopted I would suggest they be included in the May 15th to October 15th enforcement plan as is presently in place for the York Beach Business zone.

The number of parking permits sold each of the last three years has increased

2013 – 4,125 Permits (Revenue Collected \$115,010.00)

2014 – 4,442 Permits (Revenue Collected \$123,330.00)

2015 – 4,510 Permits (Revenue Collected \$124,730.00)

See attachment D.

The meter and fine collection revenue has increased the past two years with an anticipatory increase in 2015 when all tickets, and meter deposits are completed. See attachment E.

The ability to convert non revenue generating parking spaces into revenue generating spaces is very feasible and should be considered to meet the directive of increased parking revenue.

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

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

- Meters - The sum of \$25, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of \$50, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (March 26, 2007)
- Overtime - The sum of \$25, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of \$50, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued.
- Hydrant - The sum of \$100, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of \$200, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued.
- Handicap - The sum of \$250.
- Permit Parking - The sum of \$50, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of \$100, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (April 27, 2004)
- Horse Drawn Vehicles - The sum of \$50, if paid within 10 days of the time when notice of violation was given or the sum of \$100, if paid more than 10 days after the time when notice of violation was received, but before a Court Summons is issued
- Other Violations - The sum of \$25, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of \$50, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (May 20, 2002)

Violations/Penalties

Any person who fails to pay a parking ticket within 30 days of the violation will be subject to separate penalty of FAILURE TO PAY PARKING TICKET offense and may be used as grounds for your driver’s license to be suspended in the State

of Maine. The fine attached to this violation is dependent on the total amount owed for unpaid parking tickets and associated late fees.

Waiver / Payment of Fines

Any person charged with a violation of this section, shall be allowed to waive such violation and tender to the Town of York the fine amount if paid within 20 days of issuance of the summons. If the waiver fine is paid, no appearance before a District Court Judge or other judicial officer shall be required. If the offender pays the waiver fine, the matter will be closed in the York Police Records system and listed as a subsequent offense for future violations.

Town of York Parking Spaces

<u>Location</u>	<u>Number of Spaces</u>
Total number of presently marked spaces not restricted:	
Sohier Park	50 spaces
York Village	79 spaces
Total number of marked spaces:	
Varrell Lane	7
Long Sands Rd.	24
(3) Bank of America	
(16) Library Lot	
(5) Grant House	
York Street	48
(13) Masiello Group	
(6) Ellis Insurance	
(6) Old Gaol	
(4) Cumberland Farms	
(7) Daisy Janes	
(6) Bagel Basket/York House of Pizza	
(6) Handicapped St. Christopher's	
Organug Road/Middle School	9
Potential spaces presently not defined (marked):	
Reading Room to Pinefield Road	24 spaces
York House of Pizza to Tapley Insurance	14 spaces
Ridge Road Post Office to Church Street	16 spaces
Long Beach Ave in front of Camp Eaton	10 spaces
Shore Road	12 spaces

PARKING ORDINANCE

ATTACHMENT C

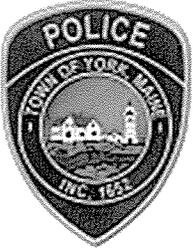
MUNICIPALITY	CONTACT NAME	METER HOURLY COST	PARKING LOT HOURLY COST	HANDICAP FINE	FIRE HYDRANT FINE	CROSSWALK FINE	PAY STATIONS - STREET/LOTS	CONTRACTOR FEES	COST OF TICKET	HOW LONG UNTIL THE FEE INCREASES?
Boothbay Harbor, ME	Louis Burnham, Parking Supervisor	\$ 1.00	\$1.00	\$ 250.00	\$ 250.00	\$ 20.00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

ATTACHMENT D

	FY15	Price Per	# of Tickets
Beach Sticker Full	\$99,890.00	\$35.00	2854
Beach Sticker Senior	\$24,840.00	\$15.00	1656
	<u>\$124,730.00</u>		<u>4510</u>

	FY14	Price Per	# of Tickets
Beach Sticker Full	\$99,225.00	\$35.00	2,835
Beach Sticker Senior	\$24,105.00	\$15.00	1,607
	<u>\$123,330.00</u>		<u>4,442</u>

	FY13	Price Per	# of Tickets
Beach Sticker Full	\$92,990.00	\$35.00	2,657
Beach Sticker Senior	\$22,020.00	\$15.00	1,468
	<u>\$115,010.00</u>		<u>4,125</u>



TOWN OF YORK, MAINE

Police Department

Memorandum

Douglas P. Bracy
Chief of Police

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DATE: September 10, 2015
TO: Charles J. Szeniewski, Captain
FROM: Peggy Scamman
SUBJECT: Parking Tickets Stats

2013

TOWN METERS \$215,450.00
TOWN FINE COLLECTIONS \$92,537.37
TOTALS 307,987.37
TOTAL # OF PERMIT PARKING ISSUED 4,125
2013 TOTAL TICKETS ISSUED 7,247

2014

TOWN METERS \$238,450.00
TOWN FINE COLLECTIONS 116,174.56
TOTALS \$ 354,624.56
TOTAL # OF PERMIT PARKING ISSUED 4,442
2014 TOTAL TICKETS ISSUED 8,165

2015

TOWN METERS \$ 221,050.00
TOWN FINE COLLECTIONS \$ 100,982.00
TOTALS \$ 322,032.00
TOTAL # OF PERMIT PARKING ISSUED 4,510
2015 TOTAL TICKETS ISSUED 7,639

(AS OF SEPT 10, 2015)



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 18, 2015

ACTION

DATE ACTION REQUESTED: September 21, 2015

DISCUSSION ONLY

SUBJECT: Communications Tower at 36 Main Street – Police Station/Senior Center

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Per the Board's direction, an RFP was released in mid-August. It was posted on the web page and advertised in the Portsmouth Herald and in the York Weekly. Only one proposal was received – that being Verizon's proposal.

Attached is a summary from Victor Manougian, the attorney representing Verizon. I had asked him to provide a brief summary of the terms of the deal because the actual proposal is a rather lengthy technical document. Both are attached.

Moving forward I see two basic options:

1. Do nothing.
2. Agree to proceed with Verizon at this location.

I am recommending we move forward with Verizon. Because this will be a municipal facility it is exempt from the Wireless Communications Facilities Ordinance, but though technically not required I recommend a public hearing before a final decision is made. A new tower will have an impact, good and bad, and it would be appropriate to solicit broad public input before making a final decision. I think it would be appropriate to direct me to work with Verizon to draft the lease and design documents so the Board's final decision could be made immediately after the public hearing. October 19th is the next meeting so that is the likely target date for the hearing and decision.

RECOMMENDATION: I recommend the Board direct the Town Manager to work with Verizon to draft a lease and design documents, and to notify the public and abutting land owners within ¼ mile of the property of a public hearing to be held on October 19th.

PROPOSED MOTION: I move to direct the Town Manager to work with Verizon to draft a lease and design documents, and to notify the public and abutting land owners within ¼ mile of the property of a public hearing to be held on October 19th.

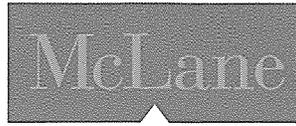
FISCAL IMPACT: n.a.

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by Stephen H. Burns, Town Manager:

A handwritten signature in black ink, appearing to read "S. Burns", is written over a horizontal line.



McLane, Graf,
Raulerson & Middleton
Professional Association

100 Market Street, Suite 301 | Portsmouth, NH 03802
Tel: 603.436.2818 | www.mclane.com

Rec'd 9/8/15
by MMA 9:10 am
SHB

OFFICES IN:
MANCHESTER
CONCORD
PORTSMOUTH
WOBBURN, MA

VICTOR V. MANOUGIAN
Direct Dial: 603-628-1310
Email: victor.manougian@mclane.com
Admitted in NH, MA and ME

September 8, 2015

VIA HAND DELIVERY

Stephen H. Burns, Town Manager
Town of York
186 York Street
York, ME 03909

Re: Communications Tower Lease
Proposal Opening Date: Tuesday, September 8, 2015
Firm Name: Verizon Wireless, by its Attorneys, McLane Law Firm
Address: 900 Elm Street, Manchester, NH 03015
Telephone Number: 603-628-1310
Contact Person: Victor Manougian, Esq.

Dear Mr. Burns:

This letter and its enclosures constitute the proposal of Portland Cellular Partnership, d/b/a Verizon Wireless, in response to the Request for Proposal issued by the Town on or around August 12. In accordance with the RFP, Verizon proposes to remove the existing tower, construct a new 140' lattice style tower¹, and lease space for its own wireless communications facility at 36 Main Street, York, Maine.

In addition to this letter, you should find enclosed the following:

1. Form for proposal response - Section 1;
2. Form for proposal response - Section 2;
3. Form for proposal response - Section 3; and
4. Product specifications for Verizon's proposed tower equipment.

Town Equipment

Depending on final site design considerations, Verizon proposes either to provide the Town with the prefabricated shelter contemplated by paragraph (g) of the form lease agreement, or to construct for

¹ Verizon's proposal is to build exactly what the Town has requested in its RFP. In addition, Verizon will be open to discussions with the Town on an alternative tower structure (e.g., monopole) in the event that detailed site engineering suggests that the site is better suited to such alternative.

the Town a comparably sized space adjacent to the custom stick built shelter that Verizon proposes to construct to house its own equipment near the base of the new tower.

Once the new tower is constructed, Verizon will arrange for the installation of new equipment supplied by the Town on the new tower. Verizon will submit sweeps and pictures for review and approval by the Town. Once the Town approves the installation, Verizon and the Town together will schedule a cutover from the old tower to the new tower at a day and time to minimize downtime. The Town will then drive test the new site while a crew is available if needed to make adjustments to the new equipment on the new tower. If any issues cannot be resolved at that level, then Town service will move back to the original site until resolution. Once the Town is satisfied with the new tower, Verizon will then decommission their installation off the old tower and dismantle and remove the old tower².

Verizon Equipment

After the construction of the replacement tower and dismantling/removing of the existing tower, Verizon will lease from the Town: (i) tower space at the 100' centerline for a 12 panel antenna array, a corresponding number of remote radio heads, and two junction boxes, all connected by three fiber/power hybrid cables to; (ii) ground space for a 12' x 30' equipment shelter and a 4' x 10' concrete pad for a backup power generator.

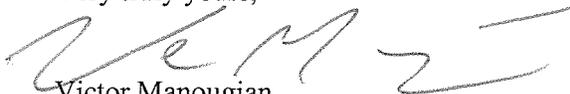
Utilities serving the Verizon equipment – power and fiber – will come directly from the vendors providing such service, at Verizon's expense. Ongoing use and consumption of those services will be separately metered and paid for directly by Verizon.

Because the Town will own the tower, and Verizon will merely be a tenant of tower and ground space, the Town alone will be free to lease surplus capacity on the tower to other potential users and to collect 100% of rent paid for such use.

We look forward to the results of the bidding process. And, beyond that, we look forward to working with you toward implementation of this proposal.

Thank you for your attention and assistance with this process.

Very truly yours,



Victor Manougian

VVM:vm
Enclosures
ec: C. Fredette, VSSI

² We are presuming that only the Town maintains communications equipment on the existing tower. If any third parties have equipment on that tower, then Verizon and the Town will need to work together to coordinate migration of such third party equipment from the existing tower to the new tower.

Town of York
Request for Proposal – Communications Tower Lease

FORM FOR PROPOSAL RESPONSE - Section 1

Name of Respondent: Portland Cellular Partnership d/b/a Verizon Wireless

Proposed Monthly Rental Amount: \$2,000

Brief description of proposed use of leased space and system configuration: After completing construction of replacement tower and dismantling/removal of existing tower, Verizon would lease:

(i) tower space at the 100' center line for a 12-panel antenna array, a corresponding number of remote radio heads and two (2) junction boxes connected by 3 fiber/power hybrid cables to; (ii) ground space for a 12'x30' equipment shelter, and a 4'x10' concrete pad for a back up power generator.

Frequencies

Transmit Frequency

Receive Frequency

Channel No.	<u>Tx: 764-757</u>	Rx: 776-787
Channel No.	<u>Tx: 880-890</u>	Rx: 835-845
Channel No.	<u>Tx: 891.5-894</u>	Rx: 846.5-849
Channel No.	<u>Tx: 1970-1975</u>	Rx: 1890-1895
Channel No.	<u>Tx: 1985-1990</u>	Rx: 1905-1910
Channel No.	<u>Tx: 2110-2130</u>	Rx: 1710-1730

Town of York
Request for Proposal – Communications Tower Lease
FORM FOR PROPOSAL RESPONSE - Section 2

Antennas [See attached spec. sheets
Actual antenna will be these, or comparable]

Type (Tx/Rx)	Quantity	Type	Approximate Dimensions
Transit Antenna(s): Length: _____ Diameter: _____ Weight: _____		Receive Antenna(s): Length: _____ Diameter: _____ Weight: _____	
GPS Antenna(s): Length: _____ Diameter: _____ Weight: _____		Other Antenna(s): Length: _____ Diameter: _____ Weight: _____	

Minimum horizontal separation between respondent's transmit, receive & GPS antennas (in feet): N/A - GPS antenna to be installed on roof of equipment shelter

Minimum horizontal separation between respondent's antennas and any other antennas (in feet):
10' from centerline to centerline

Heliac

3 total fiber/power hybrid cables @ 1-5/8" diameter each; estimated cable

Type (Tx/Rx)	Quantity	Type	Heliac Diameter Size	length - 150'
Transit Line(s): Length: _____ Diameter: _____ Weight: _____		Receive Line(s): Length: _____ Diameter: _____ Weight: _____		
GPS Line(s): Length: _____ Diameter: _____ Weight: _____		Other Line(s): Length: _____ Diameter: _____ Weight: _____		

Approximate dimensions (length, width and height) of the cabinet the proposed equipment will be installed in: 12'x30' equipment shelter to be custom built on site at grade; approximately 11' tall

Town of York
Request for Proposal – Communications Tower Lease

FORM FOR PROPOSAL RESPONSE - Section 3

Number of phone lines required for proposed installation: 1 strand of fiber

Estimated total electrical wattage to be drawn by all of the proposed equipment: single phase, 200 AMP service

Estimated number of times per month respondent will need to visit the site to adjust or inspect the installation: 1-2

Additional Attachments to Proposal Response - Include catalogue cuts and space and mounting requirements for all equipment to be included in this proposed installation.

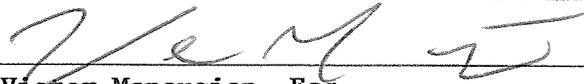
PORTLAND CELLULAR PARTNERSHIP d/b/a

Full Corporate Name of Respondent: Verizon Wireless

By its attorneys

By (signature): McLane Law Firm

McLane Law Firm

Name and Title: By: 

Victor Manougian, Esq.

Business Address: 900 Elm Street, Manchester, NH 03101

900 Elm Street, Manchester, NH 03101

Telephone Number: (603) 625-6464

(603) 625-6464

Product Specifications



LNX-6514DS-VTM

DualPol® Antenna, 698–896 MHz, 65° horizontal beamwidth, RET compatible variable electrical tilt

- Great solution to maximize network coverage and capacity
- Excellent gain, VSWR, front-to-back ratio, and PIM specifications for robust network performance
- Ideal choice for site collocations and tough zoning restrictions
- Excellent solution for site sharing and maximizing capacity
- Fully compatible with Andrew remote electrical tilt system for greater OpEx savings
- The RF connectors are IP67 rated and the radome is IP56 rated

CHARACTERISTICS

General Specifications

Antenna Type DualPol®
Brand DualPol® | Teletilt®
Operating Frequency Band 698 – 896 MHz

Electrical Specifications

Frequency Band, MHz	698–806	806–896
Beamwidth, Horizontal, degrees	65	65
Beamwidth, Horizontal Tolerance, degrees	±3	±3
Gain, dBd	13.6	14.2
Gain, dBi	15.7	16.3
Beamwidth, Vertical, degrees	12.5	11.2
Beam Tilt, degrees	0–10	0–10
Upper Sidelobe Suppression (USLS), typical, dB	17	18
Front-to-Back Ratio at 180°, dB	32	30
Cross Polarization Ratio (CPR) at Boresight, dB	20	20
Cross Polarization Ratio (CPR) at Sector, dB	10	10
Isolation, dB	30	30
VSWR Return Loss, db	1.4:1 15.6	1.4:1 15.6
Intermodulation Products, 3rd Order, 2 x 20 W, dBc	-150	-150
Input Power, maximum, watts	400	400
Polarization	±45°	±45°
Impedance	50 ohm	50 ohm
Lightning Protection	dc Ground	dc Ground

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8/10/2011

Product Specifications

LNx-6514DS-VTM



Mechanical Specifications

Color	Light gray
Connector Interface	7-16 DIN Female
Connector Location	Bottom
Connector Quantity	2
Radome Material	Fiberglass, UV resistant
Wind Loading, maximum	617.7 N @ 150 km/h 138.9 lbf @ 150 km/h
Wind Speed, maximum	241.0 km/h 149.8 mph

Dimensions

Depth	181.0 mm 7.1 in
Length	1847.0 mm 72.7 in
Width	301.0 mm 11.9 in
Net Weight	17.6 kg 38.8 lb

Remote Electrical Tilt (RET) Information

Model with Factory Installed AISG 1.1 Actuator LNX-6514DS-R2M

Model with Factory Installed AISG 2.0 Actuator LNX-6514DS-A1M

RET System Teletilt®

Regulatory Compliance/Certifications

Agency	Classification
RoHS 2002/95/EC	Compliant by Exemption
China RoHS SJ/T 11364-2006	Above Maximum Concentration Value (MCV)
ISO 9001:2008	Designed, manufactured and/or distributed under this quality management system



INCLUDED PRODUCTS

DB380

Pipe Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members

DB5083

Downtilt Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members

www.commscope.com/andrew

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8/10/2011

Product Specifications

INX6514DS-VTM



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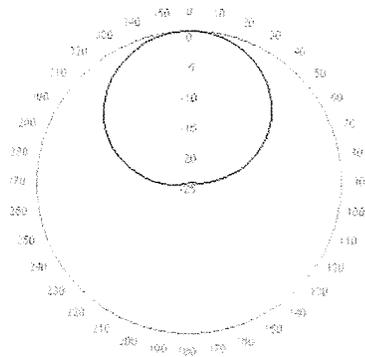
page 3 of 4
8/10/2011

Product Specifications

INX-6514DS-VTM

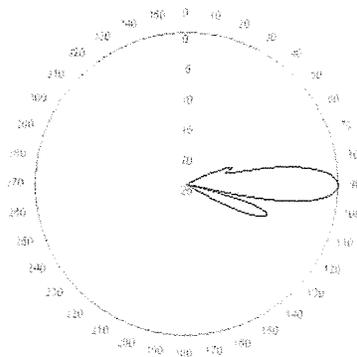


Horizontal Pattern

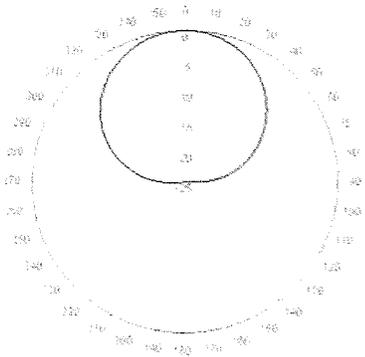


Freq: 725 MHz, Tilt: 0°

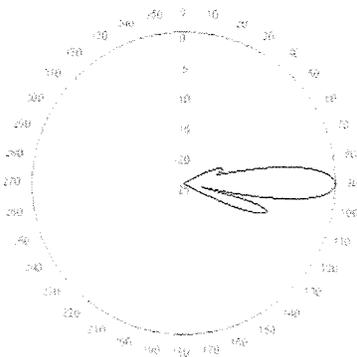
Vertical Pattern



Freq: 725 MHz, Tilt: 0°



Freq: 850, Tilt 0



Freq: 850, Tilt 0

Product Specifications

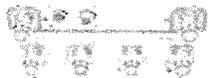
COMMScope®

POWERED BY



SBNHH-1D65A

Andrew® Tri-band Antenna, 698–896 and 2x 1695–2360 MHz, 65° horizontal beamwidth, internal RET. Both high bands share the same electrical tilt.



- Interleaved dipole technology providing for attractive, low wind load mechanical package

Electrical Specifications

Frequency Band, MHz	698–806	806–896	1695–1880	1850–1990	1920–2180	2300–2360
Gain, dBi	13.6	13.7	16.5	16.9	17.1	17.6
Beamwidth, Horizontal, degrees	66	61	70	65	62	61
Beamwidth, Vertical, degrees	17.6	15.9	7.1	6.6	6.2	5.5
Beam Tilt, degrees	0–18	0–18	0–10	0–10	0–10	0–10
USLS, dB	16	13	13	13	12	12
Front-to-Back Ratio at 180°, dB	25	27	28	28	27	29
CPR at Boresight, dB	20	16	20	23	17	20
CPR at Sector, dB	10	5	11	6	1	4
Isolation, dB	25	25	25	25	25	25
Isolation, Intersystem, dB	30	30	30	30	30	30
VSWR Return Loss, dB	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0
PIM, 3rd Order, 2 x 20 W, dBc	-153	-153	-153	-153	-153	-153
Input Power per Port, maximum, watts	350	350	350	350	350	300
Polarization	±45°	±45°	±45°	±45°	±45°	±45°
Impedance	50 ohm					

Electrical Specifications, BASTA*

Frequency Band, MHz	698–806	806–896	1695–1880	1850–1990	1920–2180	2300–2360
Gain by all Beam Tilts, average, dBi	13.1	13.1	16.1	16.5	16.7	17.2
Gain by all Beam Tilts Tolerance, dB	±0.5	±0.5	±0.5	±0.3	±0.5	±0.4
	0° 13.4	0° 13.4	0° 16.0	0° 16.3	0° 16.5	0° 17.0
Gain by Beam Tilt, average, dBi	9° 13.1	9° 13.1	5° 16.2	5° 16.5	5° 16.8	5° 17.3
	18° 12.7	18° 12.7	10° 16.1	10° 16.5	10° 16.6	10° 16.9
Beamwidth, Horizontal Tolerance, degrees	±3.1	±5.4	±2.8	±4	±6.6	±4.6
Beamwidth, Vertical Tolerance, degrees	±1.8	±1.4	±0.3	±0.4	±0.5	±0.3
USLS, dB	15	14	15	15	15	14
Front-to-Back Total Power at 180° ± 30°, dB	22	21	26	26	24	25
CPR at Boresight, dB	22	16	22	25	21	22
CPR at Sector, dB	10	6	12	8	5	4

* CommScope® supports NGMN recommendations on Base Station Antenna Standards (BASTA). To learn more about the benefits of BASTA, [download the whitepaper Time to Raise the Bar on BSAs.](#)

General Specifications

Antenna Brand	Andrew®
Antenna Type	DualPol® multiband with internal RET
Band	Multiband
Brand	DualPol®
Operating Frequency Band	1695 – 2360 MHz
Performance Note	Outdoor usage

Product Specifications

COMMSCOPE®

SBNHH-1D65A

POWERED BY



Mechanical Specifications

Color	Light gray
Lightning Protection	dc Ground
Radiator Material	Aluminum
Radome Material	Fiberglass, UV resistant
RF Connector Interface	7-16 DIN Female
RF Connector Location	Bottom
RF Connector Quantity, total	6
Wind Loading, maximum	445.0 N @ 150 km/h 100.0 lbf @ 150 km/h
Wind Speed, maximum	241.4 km/h 150.0 mph

Dimensions

Depth	180.0 mm 7.1 in
Length	1413.0 mm 55.6 in
Width	301.0 mm 11.9 in
Net Weight	15.2 kg 33.5 lb

Remote Electrical Tilt (RET) Information

Input Voltage	10–30 Vdc
Power Consumption, idle state, maximum	2.0 W
Power Consumption, normal conditions, maximum	13.0 W
Protocol	3GPP/AISG 2.0 (Multi-RET)
RET Interface	8-pin DIN Female
RET Interface, quantity	1 female
RET System	Teletilt®

Regulatory Compliance/Certifications

Agency	Classification
RoHS 2011/65/EU	Compliant by Exemption
China RoHS SJ/T 11364-2006	Above Maximum Concentration Value (MCV)
ISO 9001:2008	Designed, manufactured and/or distributed under this quality management system



Included Products

BSAMNT-1 — Wide Profile Antenna Downtilt Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members. Kit contains one scissor top bracket set and one bottom bracket set.

* Footnotes

Performance Note Severe environmental conditions may degrade optimum performance

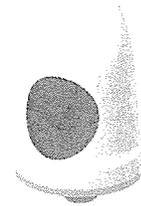
GPS-TMG-HR-26N, High Rejection 26dB With Enhanced Narrow Band Filtering

The GPS-TMG-HR-26 timing reference antennas feature a 26 dB amplifier and narrow band high rejection filtering specifically designed to support long-lasting, trouble-free deployments in congested cell-site applications with severe interference around the GPS L1 frequency.

The proprietary quadrifilar helix design, coupled with multi-stage filtering provides superior out-of-band rejection and lower elevation pattern performance than traditional patch antennas.

The unique radome shape sheds water and ice, while eliminating problems associated with bird perching. The antenna may be purchased by itself or with pipe mounting hardware. Custom models or site kits options are also available. The antenna label and collar mount are color coded red for differentiation purposes.

This antenna is made of materials that fully comply with provisions stipulated by EU directives RoHS 2002/95/EC.



GPS-TMG-HR-26N



GPS-TMG-MNT-R GPS-TMG-HR-26NCM

Antenna Element Electrical Specifications

Frequency Band	Antenna Gain	Nominal Impedance	VSWR	Polarization	Connector
1575.42 +/- 10 MHz	3.5 dBic	50 ohms	≤1.5:1	Right hand circular	N, female (one - bottom fed)

Mechanical Specifications

Antenna Dimensions	Shipping Dimensions	Antenna Weight	Shipping Weight	Radome Color
5.0" H x 3.2" D (126 H x 81 mm)	7.5" L x 4.4" W x 3.8" D (190 L x 112 x 96 mm)	0.6 lbs (0.3 kg)	1.9 lbs (0.9 kg)	White

Environmental Specifications

Temperature Range	Humidity
- 40°C to + 85°C	95%

Mounting

All mounting options fit pipes of 1"-1.45" (25 mm-37 mm) maximum diameter.

Model	Options
GPS-TMG-HR-26N	Antenna Only. Does not include mounting hardware.
GPS-TMG-HR-26NCM	Includes red powder coated collar mount (GPS-TMG-MNT-R)



Low Noise Amplifier Specifications

Frequency Band (MHz): 1575.42 +/- 1.2 MHz
Amplifier Gain: 26.5 dB +/- 3 dB
Nominal Impedance: 50 ohms
Output VSWR: < 2.0:1
Noise Figure (including pre-selector): ≤ 4.0 dB @ +25°C (typ.) ≤ 4.5 dB @ +25°C (max.)
Operating DC Voltage: 3.3- 12.0 V (regulated)
Survival DC Voltage: 24V
DC Current: ≤ 40 mA @ 5V
Filtering: 4-stage filtering including pre-selector
Out-of-Band Rejection: ≥ 65 dB @ 1559 MHz ≥ 65 dB @ 1625 MHz

*Special order. Please contact PCTEL Customer Service for ordering detail and additional mounting options

HYBRIFLEX™ RRH Hybrid Feeder Cabling Solution, 1-5/8", Single-Mode Fiber

Product Description

RFS' HYBRIFLEX Remote Radio Head (RRH) hybrid feeder cabling solution combines optical fiber and DC power for RRHs in a single lightweight aluminum corrugated cable, making it the world's most innovative solution for RRH deployments.

It was developed to reduce installation complexity and costs at Cellular sites. HYBRIFLEX allows mobile operators deploying an RRH architecture to standardize the RRH installation process and eliminate the need for and cost of cable grounding. HYBRIFLEX combines optical fiber (multi-mode or single-mode) and power in a single corrugated cable. It eliminates the need for junction boxes and can connect multiple RRHs with a single feeder. Standard RFS CELLFLEX® accessories can be used with HYBRIFLEX cable. Both pre-connectorized and on-site options are available.

Features/Benefits

- Aluminum corrugated armor with outstanding bending characteristics – minimizes installation time and enables mechanical protection and shielding
- Same accessories as 1 5/8" coaxial cable
- Outer conductor grounding – Eliminates typical grounding requirements and saves on installation costs
- Lightweight solution and compact design – Decreases tower loading
- Robust cabling – Eliminates need for expensive cable trays and ducts
- Installation of tight bundled fiber optic cable pairs directly to the RRH – Reduces CAPEX and wind load by eliminating need for interconnection
- Optical fiber and power cables housed in single corrugated cable – Saves CAPEX by standardizing RRH cable installation and reducing installation requirements
- Outdoor polyethylene jacket – Ensures long-lasting cable protection

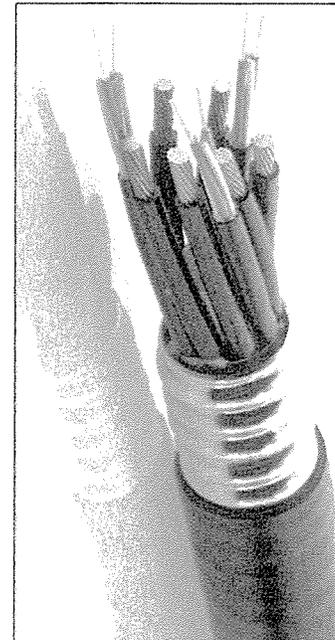


Figure 1: HYBRIFLEX Series

Technical Specifications

Structure			
Outer Conductor Armor:	Corrugated Aluminum	[mm (in)]	46.5 (1.83)
Jacket:	Polyethylene, PE	[mm (in)]	50.3 (1.98)
UV-Protection:	Individual and External Jacket		Yes
Mechanical Properties			
Weight, Approximate		[kg/m (lb/ft)]	1.9 (1.30)
Minimum Bending Radius, Single Bending		[mm (in)]	200 (8)
Minimum Bending Radius, Repeated Bending		[mm (in)]	500 (20)
Recommended/Maximum Clamp Spacing		[m (ft)]	1.0 / 1.2 (3.25 / 4.0)
Electrical Properties			
DC-Resistance Outer Conductor Armor		[Ω/km (Ω/1000ft)]	068 (0.205)
DC-Resistance Power Cable, 8.4mm ² (8AWG)		[Ω/km (Ω/1000ft)]	2.1 (0.307)
Fiber Optic Properties			
Version			Single-mode OM3
Quantity, Fiber Count			16 (8 pairs)
Core/Clad		[μm]	50/125
Primary Coating (Acrylate)		[μm]	245
Buffer Diameter, Nominal		[μm]	900
Secondary Protection, Jacket, Nominal		[mm (in)]	2.0 (0.08)
Minimum Bending Radius		[mm (in)]	104 (4.1)
Insertion Loss @ wavelength 850nm		dB/km	3.0
Insertion Loss @ wavelength 1310nm		dB/km	1.0
Standards (Meets or exceeds)			UL94-V0, UL1666 RoHS Compliant
DC Power Cable Properties			
Size (Power)		[mm ² (AWG)]	8.4 (8)
Quantity, Wire Count (Power)			16 (8 pairs)
Size (Alarm)		[mm ² (AWG)]	0.8 (18)
Quantity, Wire Count (Alarm)			4 (2 pairs)
Type			UV protected
Strands			19
Primary Jacket Diameter, Nominal		[mm (in)]	6.8 (0.27)
Standards (Meets or exceeds)			NFPA 130, ICEA S-95-658 UL Type XHHW-2, UL 44 UL-LS Limited Smoke, UL VW-1 IEEE-383 (1974), IEEE1202/FT4 RoHS Compliant
Environment			
Installation Temperature		[°C (°F)]	-40 to +65 (-40 to 149)
Operation Temperature		[°C (°F)]	-40 to +65 (-40 to 149)

* This data is provisional and subject to change.

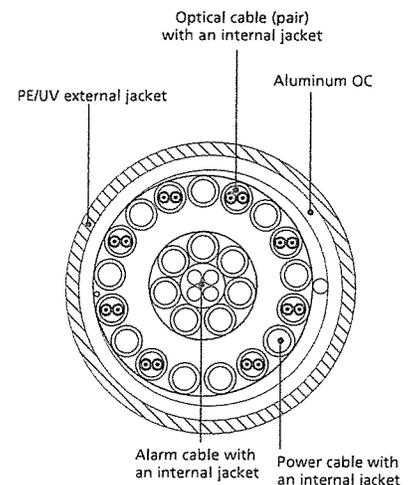


Figure 2: Construction Detail

All information contained in the present datasheet is subject to confirmation at time of ordering.

Functional description

General description

The 2 x 40W 700MHz RRH specified here supports 3GPP E-UTRAN Upper Band 13 (List 1). The RRH includes an amplifier with two transmitters, four receivers, and filter all within one chassis. The RRH supports 2 x 2 MIMO and 2 x 4 MIMO within one module. RRH units can be combined to support 4 x 4 MIMO. The nominal transmit power is 40 Watts at the filter output for each of the two transmit paths. The RRH supports one carrier at up to 10 MHz instantaneous bandwidth. The RRH is a zero footprint, weatherized, self-contained module that relies on natural convection cooling (no fans). The RRH is light weight, with high power efficiency. The interfaces to the RRH include DC power, two antenna connections, two CPRI interface ports, two auxiliary RX input/output ports, two TX monitor ports, one Ethernet port for on-site configuration, an ALD port to support Antenna Line Devices, two user alarm ports, and a serial port for troubleshooting purposes. The two CPRI connections can be configured to support either metallic or optical interfaces. Up to 6 RRH units can be daisy chained. The RRH requires no field calibration, and supports antenna sharing applications. The RRH is field replaceable, but not field repairable. The RRH shall be compliant with all applicable 3GPP, 3GPP2, FCC, and regional requirements.

Product capabilities

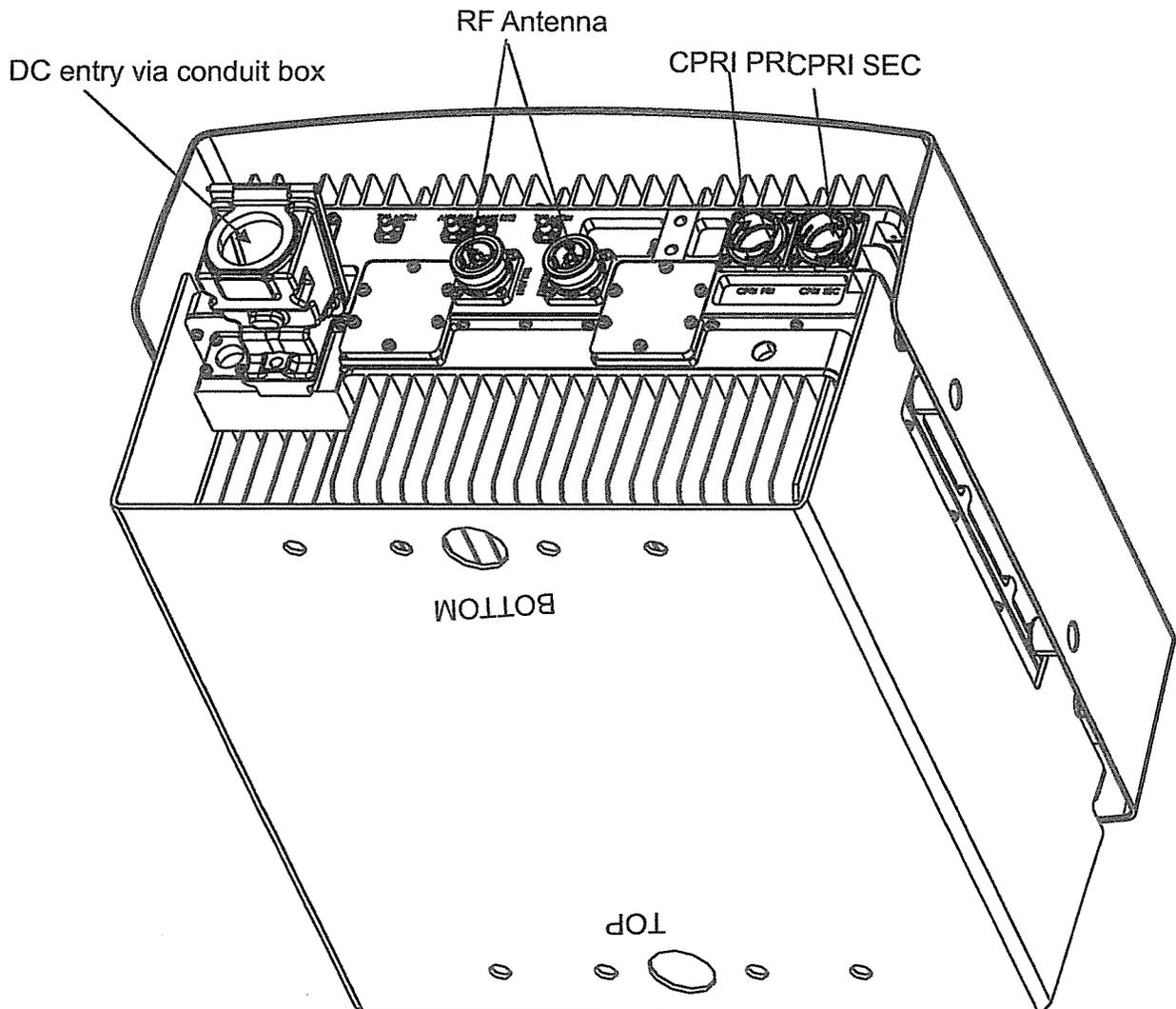
The product capabilities in this release are:

- Outdoor, -48 V DC
- Transmit Power 2 Tx at 40W each
- 700 MHz
- 1 sector, 2x2 MIMO per RRH
- Supports up to six user alarms for each RRH
- Support one LTE carrier at 10 MHz bandwidth
- RRH Mounting:
 - pole
 - wall
 - Floor stand
- Front access installation and service
- Bottom I/O panel access

RRH description

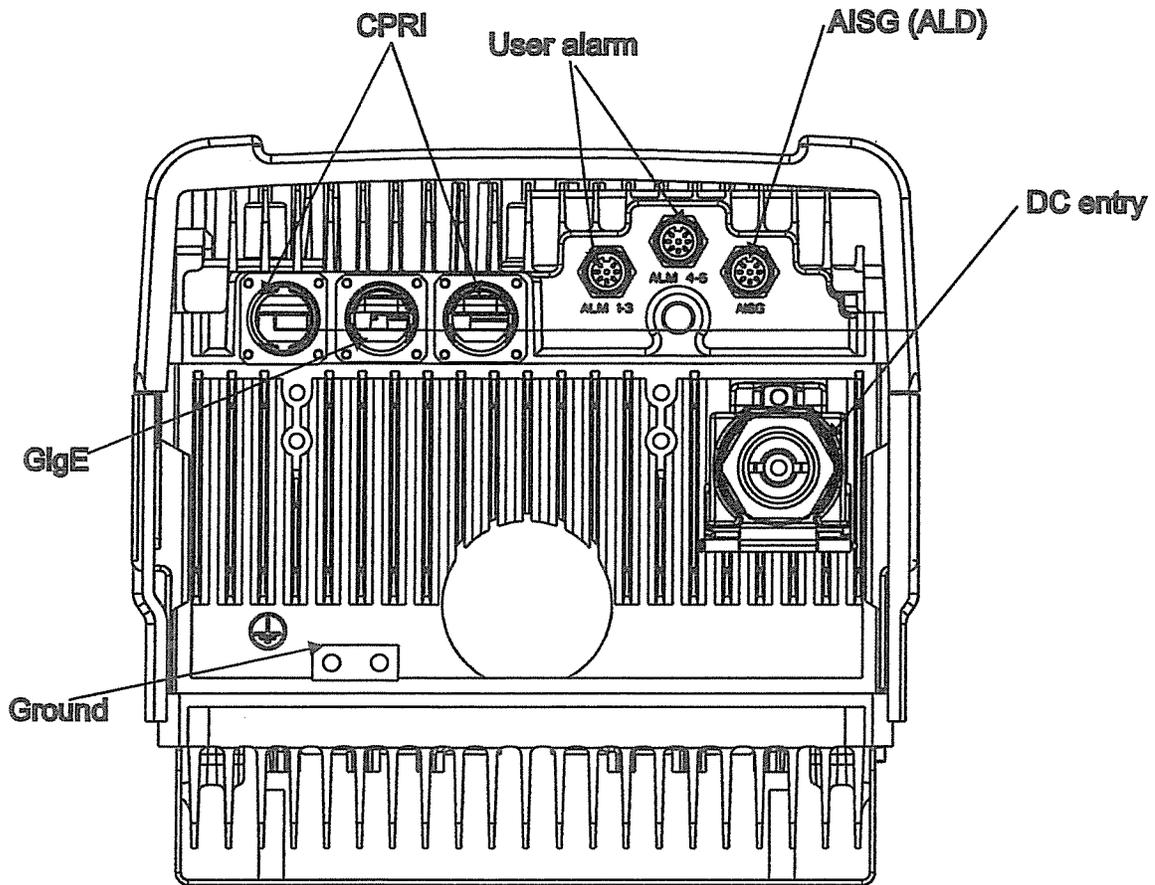
RRH bottom-view (external)

The following figure shows the bottom external view of the 700 MHz RRH.



RRH cable interfaces (bottom view)

The following figure shows the cable interfaces on the bottom of the RRH.


Cable interfaces

At the bottom of the RRH, the following cable interface points are found:

- *-48V DC power connector:*
- *Two (2) Optical connectors:* One optical interface to connect the RRH and the second optical interface to support daisy-chain
- *Two (2) External Alarm Connectors:* (8-pin Circular Male connector)
- *One ALD (RS485) Connector:* (8-pin Circular Din Female connector)
- *Two (2) RF Antennas* (7/16 DIN coaxial female connector)
- *Two (2) SMA connectors:* (For testing TX main and TX Diversity)

The top of the RRH allows access for connecting RF cables.

RRH weights and dimensions

Weights and dimensions

This topic covers the RRH weights and dimensions.

RRH weights and dimensions

The following table provides weights and dimensions for the RRHs.

RRH configuration	Estimated maximum installed weight, kg (lb)	Overall dimensions height x width x depth, mm (inches)
RRH 2x40 700 MHz Upper	23 (50.7)	498 x 426 x 257 (19.6 x 16.8 x 10.1)

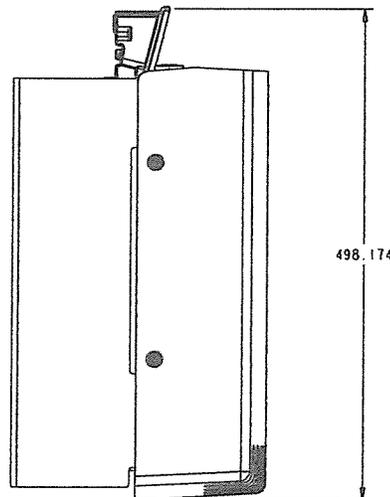
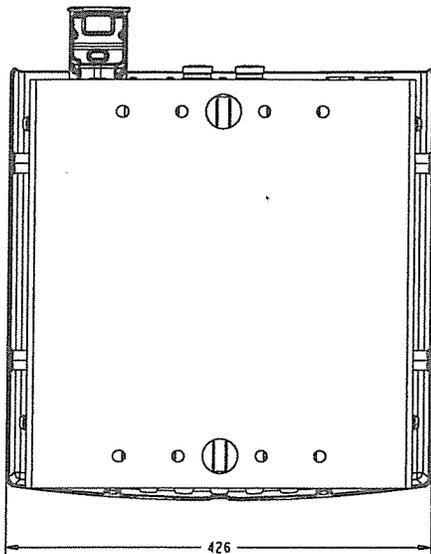
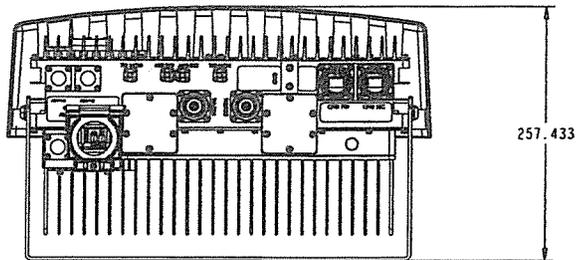
Miscellaneous hardware weights

The following table provides approximate weights for other miscellaneous hardware.

Item	Weight kg (lb.)
Shipping box	5 (11)
Wall bracket (RRH)	4.1 (9)
Pole brackets (2) (standard)	2.73 (6)
Pole Bands (2)	1.8 (4)

RRH overall dimensions

The following figure shows the overall dimensions for the RRH.



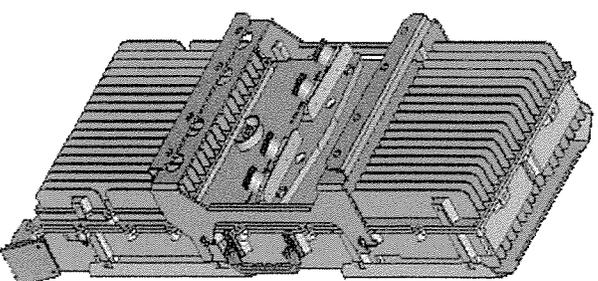
NEW AWS RF MODULES FOR VZW

RRHX60 - HW CHARACTERISTICS

LR14.1

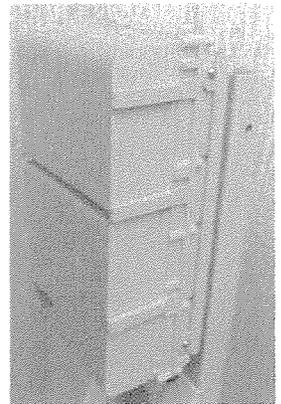
	RRH2x60
RF Output Power	2x60W
Instantaneous Bandwidth	45MHz
Target Reliability (Annual Return Rate)	<2%
Receiver	4 Branch Rx
Features	AISG 2.0 for RET/TMA
Power	-48VDC
CPRI Ports	Internal Smart Bias-T
External Alarms	2 CPRI Rate 5 Ports
Monitor Ports	4 External User Alarms TX, RX
Environmental	GR487 Compliance
RF Connectors	7/16 DIN (rear – facing downward)
Dimensions	37"(h) x 11"(w) x 6"(d)**
Weight	55lb**

** - Includes solar shield but not mounting brackets (5 lbs.)



Alcatel-Lucent Remote Radio Head B25 RRH 4x30-4R is the newest addition of Remote Radio Head to the extended product line of Alcatel-Lucent's distributed Base Station solutions, aimed at facilitating smooth RF site acquisition and related civil engineering.

Supporting 2Tx/4Tx MIMO and 4-way Rx diversity, Alcatel-Lucent B25 RRH4x30-4R allows operators to have a compact radio solution to deploy LTE in the PCS band (1.9 GHz, 3GPP band 25), providing them with the means to achieve high capacity, high quality and high coverage with minimum site requirements.



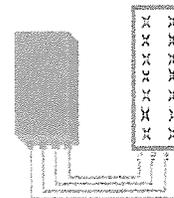
The Alcatel-Lucent B25 RRH4x30-4R product has four transmit RF paths, offering the possibility to **select, via software only, 2Tx or 4Tx MIMO configurations** with either 2x60 W or 4x30 W RF output power. It supports also 4-way Rx diversity, LTE carriers from 3MHz up to 20MHz and up to 65MHz instantaneous bandwidth.

The Alcatel-Lucent B25 RRH4x30-4R is a near zero-footprint solution and operates noise free, simplifying negotiations with site property owners and minimizing environmental impacts.

Its compactness and slim design makes the Alcatel-Lucent B25 RRH4x30-4R easy to install close to the antenna: operators can therefore locate this Remote Radio Head where RF design conditions are deemed ideal, minimizing trade-offs between available sites and RF optimum sites, together with reducing the RF feeder needs and installation costs.

- Supporting LTE in 1.9 GHz band (PCS, 3GPP band 2 & 25)
- LTE 2Tx or 4Tx MIMO (SW switchable)
- Output power: Up to 2x60W or 4x30W
- 3, 5, 10, 15 or 20MHz LTE carrier with 4Rx Diversity
- Up to 4 carriers anywhere in 65MHz instantaneous bandwidth
- Convection-cooled (fan-less)
- Supports AISG 2.0 ALD devices (RET, TMA) through RS485 or RF ports

- Compact to reduce additional footprint when adding LTE in PCS band
- MIMO scheme operation selection (2Tx or 4Tx) by software only
- Full flexibility for multiple carriers operation over entire PCS spectrum
- Improves downlink spectral efficiency through MIMO4
- Increases LTE coverage thanks to 4Rx diversity capability and best in class Rx sensitivity
- Flexible mounting options: Pole or Wall



4x30W with 4T4R
or
2x60W with 2T4R
Can be switched between
modes via SW w/o site
visit

Features & performance	
Number of TX/RX paths	4 duplexed (either 4T4R or 2T4R by SW)
Frequency band	PCS-G (3GPP bands 2 & 25): DL: 1930 - 1995 MHz / UL: 1850 - 1915 MHz
Instantaneous bandwidth - #carriers	65MHz – Up to 4 LTE carriers (in 40MHz occupied bandwidth)
LTE carrier bandwidth	3, 5, 10, 15 or 20 MHz
RF output power	2x60W or 4x30W (by SW)
Noise figure – RX Diversity scheme	2.5 dB typ. (<3 dB max) – 2 or 4 way Rx diversity
Sizes (HxWxD) in mm (in.)	544 x 305 x 184 (21.4" x 12.0" x 7.2") (with solar shield)
Volume in L	30.5 (with solar shield)
Weight in kg (lb) (w/o mounting HW)	23 (51) (with solar shield)
DC voltage range	-40.5 to -57V at full performance, -38 to -57V with relaxation on power consumption
DC power consumption	520W typical @100% RF load
Environmental conditions	-40°C (-40°F) / +55°C (+131°F) IP65
Wind load (@150km/h or 93mph)	Frontal: <200N / Lateral : <150N
Antenna ports	4 ports 7/16 DIN female (50 ohms) VSWR < 1.5
CPRI ports	2 CPRI ports (HW ready for Rate7, 9.8 Gbps) SFP single mode dual fiber
AISG interfaces	1 AISG2.0 output (RS485) Integrated Smart Bias Tees (x2)
Misc. Interfaces	4 external alarms (1 connector) – 4 RF Tx & 4 RF Rx monitor ports - 1 DC connector (2 pins)
Installation conditions	Pole and wall mounting
Regulatory compliance	3GPP 36.141 / 3GPP 36.113 / GR-1089-CORE / GR-3108-CORE / UL 60950-1 / FCC Part 27

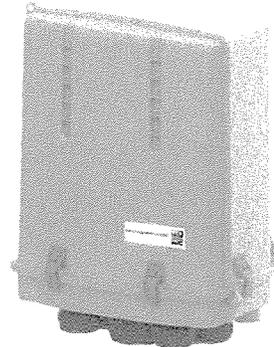
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Product Description

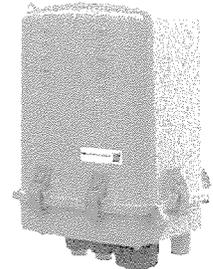
RFS' flexible Tower, Base Stations and Rooftop protection and Distribution products provide protection for up to 6 Remote Radio Heads/Integrated Antennas. The solutions mitigate the risk of damage due to lightning and provide high levels of availability and reliability to radio equipment.

Features

- Employs the Strikesorb® 30-V1-HV Surge Protective Device (SPD) specifically designed for the Remote Radio Head (RRH) installation environment and certified for use in DC applications and at low DC operating voltages (48V).
- The Strikesorb 30-V1-HV is a Class I SPD, certified by VDE per the IEC 61643-1 standard as suitable for installation in areas where direct lightning exposure is expected. Strikesorb 30-V1-HV is able to withstand direct lightning currents of up to 5kA (10/350) and induced surge currents of up to 60kA (8/20).
- Provides very low let through / clamping voltage – unique for a Class I product – as it does not employ spark gaps or other switching elements. Strikesorb offers unique protection levels to the RRH equipment as well as the Base Band Units.
- Alarms for SPD sacrifice, Moisture detection and Intrusion.
- Fully recognized to the UL 1449 3rd Edition Safety Standard.
- Patent pending design



Tower / Base / Rooftop /
Rooftop Distribution Models:
DB-T1-6Z-12AB-0Z
DB-B1-6C-12AB-0Z

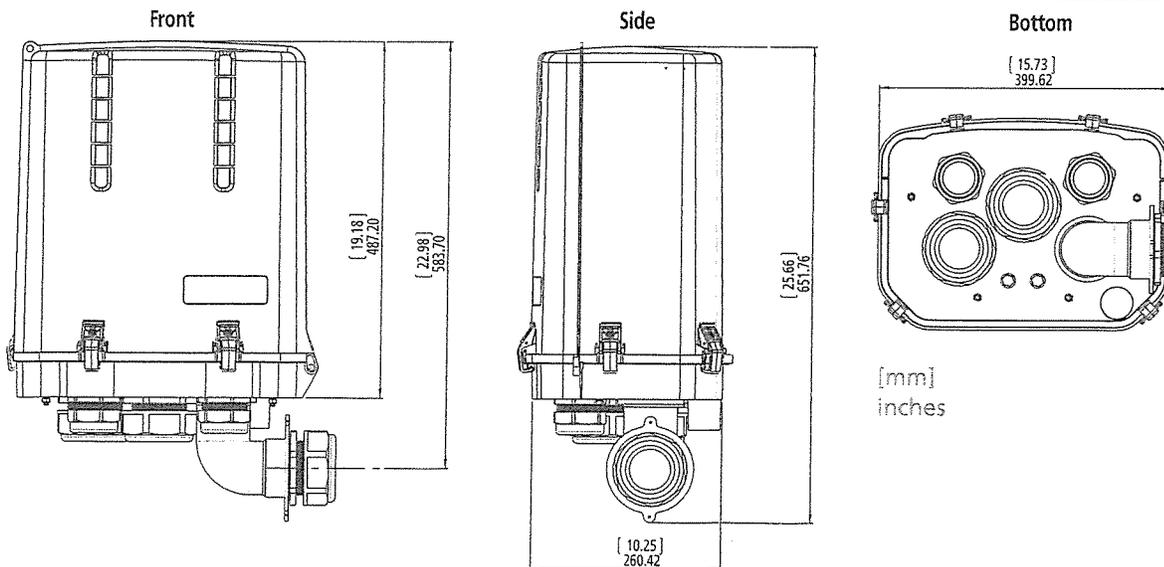


Companion Sector Model:
DB-E1-2C-4AB-0Z

Benefits

- Offers unique maintenance-free protection against direct lightning currents.
- Protects up to 6 Remote Radio Heads and connects up to 12 fiber pairs.
- Utilizes an IP67 rated enclosure, allowing for indoor or outdoor installation on a roof or tower top.
- Configurable cable ports are designed to accommodate varying diameters of hybrid (combined power and fiber optic) or standard cables with diameters up to 2" (will fit most standard 15/8" coax class cables) depending upon port configuration.
- Lightweight aerodynamic design provides maximum flexibility for tower top installation.

Product Diagram



* This data is provisional and subject to change.

All info contained in the present datasheet is subject to confirmation at time of ordering.



Technical Specifications

Electrical Specifications

Model Numbers	DB-T1-6Z-12AB-0Z	DB-B1-6C-12AB-0Z
Nominal Operating Voltage		48 VDC
Nominal Discharge Current [I _n]		20 kA 8/20 μs
Maximum Surge Current [I _m max]		60 kA 8/20 μs
Maximum Impulse (Lightning) Current per IEC 61643-1		5 kA 10/350 μs
Maximum Continuous Operating Voltage [U _c]		75 VDC
Voltage Protection Rating (VPR) per UL 1449 3rd Edition		400V
Protection Class as per IEC 61643-1		Class I
SPD Alarm		Upon sacrifice
Intrusion Sensor		Microswitch
Moisture Sensor		Infrared moisture detector
Strikesorb Module Type	No Strikesorb modules installed <i>(used as Distribution Unit only)</i>	30-V1-HV – Strikesorb modules installed to protect 6 RRHs

Mechanical Specifications

Suppression Connection Method	Compression lug, #20-#6 AWG (0.5 mm ² -16 mm ²)	
Fiber Connection Method	LC-LC Single mode	
Pressure Equalizing Vent	Gore™ Vent	
Environmental Rating	IP 67	
Operating Temperature	-40° C to +80° C	
UV Resistant	Yes	
Weight	System: 16.0 lbs (7.25 kg) Mount: 5.5 lbs (2.49 kg) Total: 21.5 lbs (9.75 kg)	System: 21.4 lbs (9.70 kg) Mount: 5.5 lbs (2.49 kg) Total: 26.9 lbs (12.20 kg)
Combined Wind Loading	150mph (sustained): 200 lbs (889.6 N)	

Standards Compliance

Standards (Strikesorb modules ONLY)	Not Applicable	ANSI/UL 1449 3rd Edition IEEE C62.41, NEMA LS-1 IEC 61643-1:2005 2nd Ed (Class I Protection) IEC 61643-12 EN 61643-11:2002 (including A11:2007)
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* This data is provisional and subject to change.

MEMORANDUM

TO: Stephen H. Burns, Town Manager CC:
FROM: Victor Manougian, Counsel for Verizon Wireless
DATE: September 18, 2015 MATTER NO: 88018
RE: RFP - Communications Tower Lease

Purpose

The purpose of this memorandum is to provide a succinct summary of the status of this project for the board of selectmen. We understand that the selectmen are scheduled to meet on Monday, September 21, to issue a notice of award to Verizon as the sole responder to the RFP, and to authorize the town manager to negotiate and execute a lease agreement with Verizon in accordance with the RFP.

Existing Agreement

Verizon and the Town are presently parties to a Lease Agreement dated May 21, 2013 (“Existing Agreement”). The Existing Agreement was entered into at a time when the Town was actively planning to construct a new police station and public safety complex at 1051 US Route 1. That project included a new communications tower. Under the Existing Agreement, Verizon agreed to fund and construct the new tower for the Town to support both Town public safety communications equipment as well as Verizon antennas. The Existing Agreement allowed Verizon to recover its expenses through an abatement of rent during the term of the agreement while VzW leased ground and tower space from the Town. In addition, Verizon committed to install a 10’ x 12’ equipment shelter for the Town, at an estimated value of \$20,000. Opening rent under the Existing Agreement was scheduled to be \$14,400 annually (\$1,200/month), which would increase 3% per year.

RFP

The Town elected to abandon the new police station project on Route 1 in favor of purchasing and renovating an existing building at 9 Hannaford Drive. After input from the police and fire departments, the Selectmen elected to upgrade the Town’s communications capabilities at the existing police station at 36 Main Street and to issue an RFP for that purpose. The RFP was issued on August 12, 2015, and Verizon was the only proposal received by the deadline of September 8.

The RFP (and Verizon’s proposal) are structured similar to the Existing Agreement, in that Verizon proposes to build a new tower to support the Town’s public safety communications equipment as well as its own equipment, and to recoup the opening capital cost through a partial abatement of rent. The salient features of Verizon’s proposal are:

- **Rent:** opening annual rent of \$24,000 (compared to \$14,400 under the Existing Agreement), which will increase 3% annually;
- **Cost Recovery:** rent abatement for project costs at 50% of the rent (compared to 100% of the rent under the Existing Agreement) so Verizon will be begin paying \$12,000 in rent in year one, and taking a rent credit of \$12,000 toward reimbursement of project costs;
- **Term:** 5 years followed by four additional 5 year renewal terms;

- **Town Equipment Space**: Verizon to construct a 10' x 12' equipment shelter (with a value of \$20,000.00) for the Town.

Attached to this memo is the proposed replacement Communications Tower Lease Agreement (“Replacement Agreement”). Aside from changes related to the change in location – (from Rte. 1 to Main Street) – and the better business terms to the Town included in Verizon’s proposal in response to the RFP, the Replacement Agreement is virtually identical to the Existing Agreement. And in order to move from one agreement to the other, the Replacement Agreement also includes the following final provision:

PRIOR AGREEMENT TERMINATED. LESSOR and LESSEE agree that this Agreement replaces the agreement between them dated May 21, 2013.

Action Required

The board of selectmen should formally vote to issue a notice of award to Verizon with respect to the RFP and to authorize the town manager to negotiate and execute the replacement Communications Tower Lease Agreement.

COMMUNICATIONS TOWER LEASE AGREEMENT

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

A. LESSOR is the owner of a police and public safety complex on a certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), located at 36 Main Street, York, York County, Maine. The Property is more particularly described in the deed attached to this Agreement as Exhibit A. LESSOR requires a new telecommunications tower at the Property in order to conduct police and other public safety operations and business.

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

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

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

Construction Phase

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

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

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

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

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

e. Diligence Required; Timeframe. The Construction Phase shall be considered completed upon the Commencement Date of the Lease Term (defined below in the Operational Phase section of this Agreement.) During the Construction Phase, LESSEE shall diligently undertake and pursue the tasks assigned to it with regard to the design, engineering, construction, and installation of the Tower so that the Tower is completed and ready for installation of communications equipment and related appurtenances as expeditiously as possible.

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

g. Financing for Tower. LESSEE shall, in the first instance, pay for all costs and expenses associated with the design, engineering, permitting, construction, and installation of the Tower, including the compound surrounding the Tower (including the installation of a 10' by 20' Dupont fiberglass equipment shelter having a value of \$20,000.00 to be used and owned by LESSOR¹), related site work, foundation design and installation, utilities to the compound, the security fence surrounding the compound and all ancillary and related work. The total of all such costs and expenses shall be detailed in a final accounting to be prepared by LESSEE and presented to LESSOR, and referred to in this Agreement as the "Project Costs". For the avoidance of doubt, Project Costs shall not include any costs or expenses incurred by LESSEE in connection with the design, engineering, permitting, construction, and installation of the antennas, equipment shelter, and related components that LESSEE shall be permitted to install, maintain, and operate pursuant to Section 1 of the Operational Phase of this Agreement. LESSOR agrees that LESSEE shall be reimbursed for the Project Costs, over time, through a fifty percent (50%) abatement of rental payments due under the Operational Phase of this Agreement beginning with the first rental payment that would be due and continuing until the total abated monthly rental payments, or any portion thereof, equal the Project Costs. LESSOR shall have the option, at any time, of paying to LESSEE the full balance of the Project Costs remaining to be recouped. If LESSEE terminates this Agreement before full reimbursement of the Project Costs, it shall forfeit its right to recover the balance of the Project Costs remaining unreimbursed as of that time.

h. Tower Budget. As soon after the Effective Date as practicable, LESSEE shall prepare and deliver to LESSOR a budget detailing the estimated Project Costs (the "Budget"). The Parties acknowledge that the actual final Project Costs may differ from the Budget, but agree that LESSEE may not make or effect material changes to the Budget or the Project Costs stated therein without prior written notice to LESSOR. Further, the Parties agree that some items set forth in the Budget shall be determined by use of a competitive bidding process, as described above, and that once a winning bidder is selected the Budget shall be modified to insert the amount of the winning bid, and that such insertion shall not be considered a material change to the Budget of the kind that would require notice to LESSOR. LESSEE shall provide periodic summary accountings to LESSOR of actual Project Costs as reasonably requested from LESSOR from time-to-time, and a detailed final accounting at the conclusion of the Construction Phase. Provided that LESSEE complies with all of its obligations under this Section, the final accounting of Project Costs, shall be final and binding, notwithstanding anything to the contrary in the Budget or any modification or amendment thereto.

i. Transition to Operational Phase. As soon as practicable after completion of the Tower, and the compound surrounding the Tower, including the availability of utilities within the compound, LESSEE shall submit its application for a building permit for its shelter and antennas. The date of the issuance of the building permit to LESSEE for its shelter and antennas shall trigger

¹ For the avoidance of doubt, the Parties acknowledge and agree that LESSEE's installation of an equipment shelter for LESSOR means that LESSEE will purchase the shelter, prepare a concrete pad for the shelter, and place the shelter on the pad, all in accordance with this Agreement and the approved plan. Once the shelter is so installed, LESSOR shall be responsible for bringing desired utilities to the shelter, equipping the shelter, etc.

the Commencement Date of the Lease (by the mechanism described in Section 3 below), and the Commencement Date shall mark both the end of the Construction Phase and the beginning of the Operational Phase, at which time the following provisions shall apply:

Operational Phase

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's Tower located at 36 Main Street, Town of York, York County, State of Maine, as shown on the Tax Maps of the Town of York as Map 23, Lot 19, and being further described in the deed recorded in the York County Registry of Deeds at Book 1310, Page 162, copies of which are attached hereto as Exhibit A (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit B, attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

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

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

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

3. **TERM; RENTAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of twenty-four thousand dollars (\$24,000.00), subject to the fifty percent (50%) rent abatement contained in Section (g.) of the Construction Phase above, to be paid in equal monthly installments on the first day of the month, in advance,

to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The lease term shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, for LESSEE's equipment shelter and antennas. In the event the date on which LESSEE is granted a building permit falls between the 1st and 15th of the month, then the lease term shall commence on the 1st of that month, and if such date falls between the 16th and 31st of the month, then the lease term shall commence on the 1st day of the following month (either the "Commencement Date").

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

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

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

e. Notwithstanding the forgoing, the Parties acknowledge and agree that LESSEE's obligation to pay rent shall be abated until such time as the amount of rent abated equals the final total Project Costs, defined above.

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

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

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

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

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

and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas, and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its utilities, equipment, antennas and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached hereto, with no increase in rent, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire

insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

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

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

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers. If the LESSOR fails to make such repairs, including maintenance, the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

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

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

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

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

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair, or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the

provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures, and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna(s), fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

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

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and

maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

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

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

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State of Maine.

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

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

LESSOR: Town of York
186 York Street
York, Maine 03909

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

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

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

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which

LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

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

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

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

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

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

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

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's

behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

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

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

38. PRIOR AGREEMENT TERMINATED. LESSOR and LESSEE agree that this Agreement replaces the agreement between them dated May 21, 2013.

(Signature page follows)

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

LESSOR:

THE INHABITANTS OF
THE TOWN OF YORK

By: _____
Name: _____
Title: _____
Dated: _____

LESSEE:

**Portland Cellular Partnership
d/b/a Verizon Wireless**

By: Cellco Partnership
Its General Partner

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

The following Exhibits are attached hereto and incorporated by reference:

- “A” LESSOR’s Deed to Property
- “B” Sketch of Premises within Property and location of the Tower
- “C” Permitted LESSEE Equipment
- “D” Survey (LESSEE’s option)

Exhibit "A"

(LESSOR's Deed to Property)

Exhibit "B"

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

Exhibit "C"

(Permitted LESSEE Equipment)



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
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Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

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

www.yorkmaine.org

To: Board of Selectmen
From: Mike Sullivan, Parks and Recreation Director
Subject: Goodrich Park
Date: September 17, 2015

In preparation for the site walk at Goodrich Park on Monday I have attached a copy of the deeds for both parcels at Goodrich Park as well as the covenants and restrictions placed on the property as part of the gift.

I have also attached two maps that were prepared by Brett Horr, our GIS Coordinator. Brett printed GIS maps of the park and was able to do an overlay of the trails that once existed. A second map includes shoreland zoning.

00124

WHEREAS I, MARY MARVIN BRECKINRIDGE PATTERSON, of St. Leonard, Calvert County, Maryland, on the twenty-eighth day of December A.D. 1971, did give, grant, sell and convey to the INHABITANTS OF THE TOWN OF YORK, MAINE, in perpetual trust, subject to certain restrictions, two certain lots or parcels of land described as follows:

PARCEL NO. 1:

A certain lot or parcel of land situate in the Town of York, County of York and State of Maine, more particularly described as follows, to wit:

Beginning at a concrete bound marked "Davis Engr. Dover, N.H." in the northerly sideline of U.S. Route No. 1 at a point two hundred fifty (250) feet, more or less, from the high-water mark of the York River, and running thence South eighty-seven degrees fifty-five minutes West (S 87°55' W) one hundred sixty-five and no tenths (165.0) feet to the northwesterly sideline of Ferry Lane South; thence running North fifty-two degrees no minutes East (N 52°00' E) one thousand fifty-eight (1,058) feet, more or less, by and along the westerly sideline of said Ferry Lane to a stone Post at land of Ola M. Rowe and Dora Hammon; thence running North thirty-nine degrees twenty minutes West (N 39°20' W) four hundred sixty-five (465) feet by and along a wire fence and land of said Rowe and Hammon to an iron pipe in the southeasterly sideline of U.S. Route No. 95; thence running southwesterly by and along said U.S. Route No. 95 to the low-water mark of the York River; thence

running southerly by and along the low-water mark of the York River to a point, said point being the northwesterly corner of Parcel No. 2 hereinafter described; thence running South seventy-four degrees thirty-three minutes East (S 74°33' E) to a concrete bound marked "Davis Engr. Dover, N.H."; thence continuing the same course one hundred ninety and sixty-three hundredths (190.63) feet to another concrete bound marked as aforesaid; thence running South ten degrees thirty-four minutes East (S 10°34' E) two hundred sixty-one and eighty-six hundredths (261.86) feet to the point of beginning.

PARCEL NO. 2:

A certain lot or parcel of land situate in said York, more particularly described as follows, to wit:

Beginning at the point of beginning for Parcel No. 1 and running thence North ten degrees thirty-four minutes West (N 10°34' W) two hundred sixty-one and eighty-six hundredths (261.86) feet to a concrete bound marked "Davis Engr., Dover, N.H."; thence running North seventy-four degrees thirty-three minutes West (N 74°33' W) one hundred ninety and sixty-three hundredths (190.63) feet to another concrete bound marked as aforesaid; thence continuing the same course to the low-water mark of the York River; thence running southerly by the low-water mark of the York River to the northerly sideline of U.S. Route No. 1; thence running by and along the northerly sideline of said U.S. Route No. 1 to the point of beginning. See Plan of Goodrich Park by G.L. Davis and Associates to be recorded.

These parcels being a portion of the premises described in a certain warranty deed recorded at the York County Registry of Deeds in Book 710, Page 40.

WHEREAS, the premises described herein were conveyed to the said Inhabitants in perpetual trust as a public park as a memorial to my grandmother, MARY MARVIN GOODRICH, my mother ISABELLA GOODRICH BRECKINRIDGE, and my uncle, CHARLES CROSS GOODRICH, to be known as "GOODRICH PARK", which conveyance was made subject to the following conditions, to wit:

1. The park shall be perpetually maintained for the enjoyment of the Inhabitants of York and due regard shall be given to the preservation of the natural beauty and wildlife in the park, provided, however:
 - A. That an adequate parking area, comfort station and picnic areas may be constructed in a manner consonant with preservation of the natural ecology of said park, said parking area and comfort station shall not be located any closer than one hundred (100) feet from U.S. Route No. 1 and the high-water mark of the York River, and that access to said parking area shall be from Ferry Lane or through the existing roadway located on Parcel No. 2.
 - B. A small wharf and float may be maintained for access to the park from small boats, with access to said wharf limited to pedestrian travel only.
2. No boat launching ramps shall be built upon any portion of the premises described herein.

3. No signs, other than directional signs relative to said park, shall be permitted upon the premises described herein.
4. No person shall be permitted to camp or occupy a mobile home, camper-trailer or vehicle intended for living purposes during the hours between sunset and sunrise.
5. No snowmobiles shall be permitted within the premises herein described.

In the event that the Selectmen of the Town of York shall deem it advisable, Parcel No. 2 may be sold and the proceeds used to maintain Goodrich Park, provided, however, that any sale of said Parcel No. 2 shall be subject to the following restrictions, to wit:

1. The use of Parcel No. 2 shall be limited to residential use, and only one single-family dwelling shall be permitted on the premises.
2. No further structures or signs of any nature shall be erected or placed on said Parcel No. 2 except a structure located on the site of an existing structure damaged or destroyed by accident or disaster.

In the event that any of the conditions set forth in this Deed of Trust shall be violated, the title to the premises herein conveyed shall revert to the Donor or her heirs and assigns.

TO HAVE AND TO HOLD the aforegranted and bargained premises in perpetual trust subject to the conditions contained herein.

WHEREAS I, MARY MARVIN BRECKINRIDGE PATTERSON, understand that each of the said Inhabitants shall have standing to bring an action in any Court in the State of Maine to enforce the conditions of the said perpetual trust;

NOW THEREFORE, I, MARY MARVIN BRECKINRIDGE PATTERSON, in consideration of One Dollar, do hereby give, grant, sell and convey all remaining interest, right and title which I have in and to the aforesaid premises to the INHABITANTS OF THE TOWN OF YORK and their assigns.

IN WITNESS WHEREOF, I, the said Mary Marvin Breckinridge Patterson, grantor, and Jefferson Patterson, husband of the said Mary Marvin Breckinridge Patterson, relinquishing our rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 20th day of October A.D. 1972.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

[Signature] Mary Marvin Breckinridge Patterson

[Signature]

[Signature] Jefferson Patterson

State of Maine
DISTRICT OF COLUMBIA, ss.
York.

October 20, 1972

Personally appeared the above named Mary Marvin Breckinridge Patterson and ~~Jefferson Patterson~~, her husband, and acknowledged the foregoing instrument to be ^{her} their free act and deed.

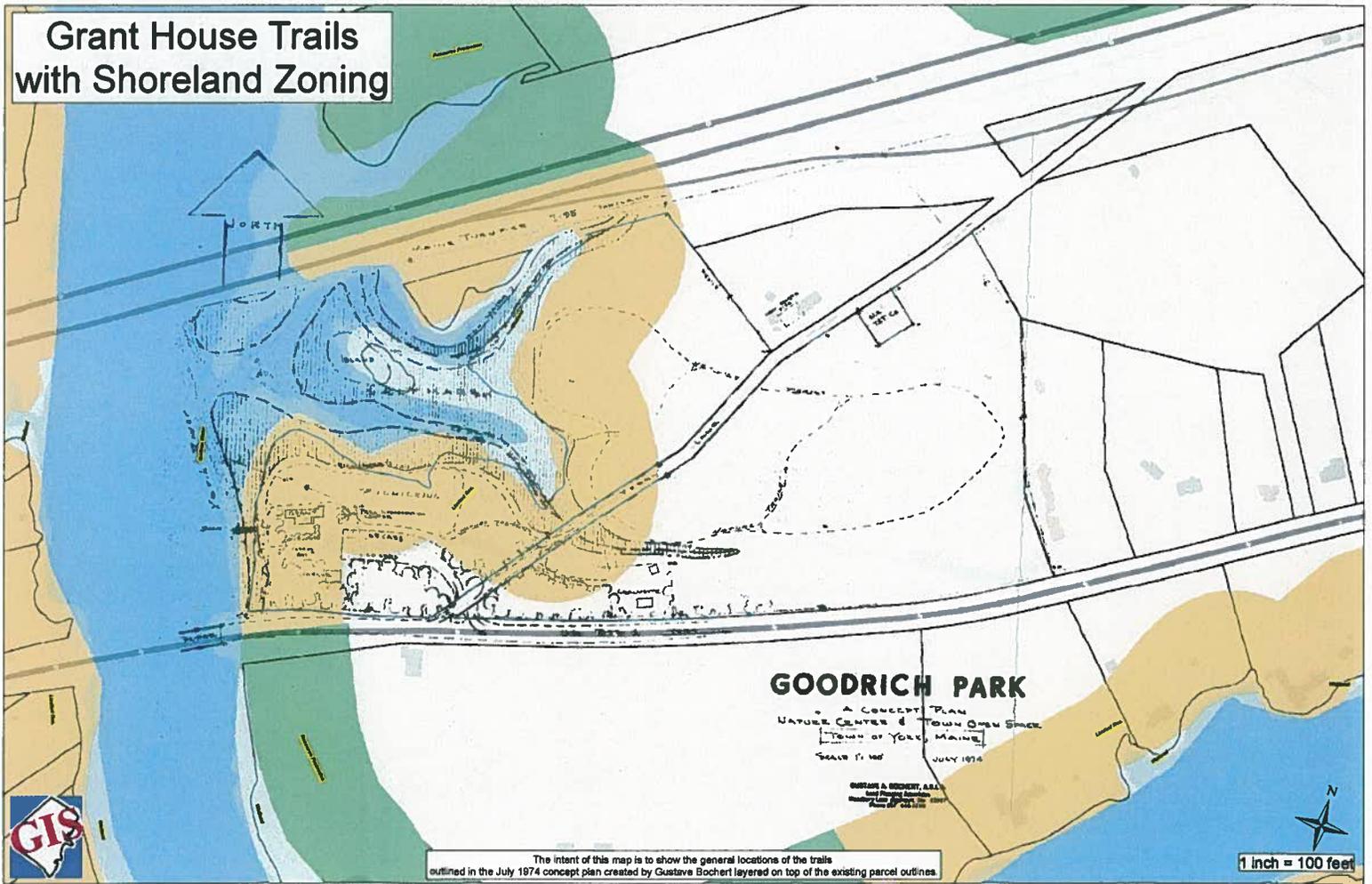
Before me,

[Signature]
Notary Public
Justice of the Peace
My commission expires:

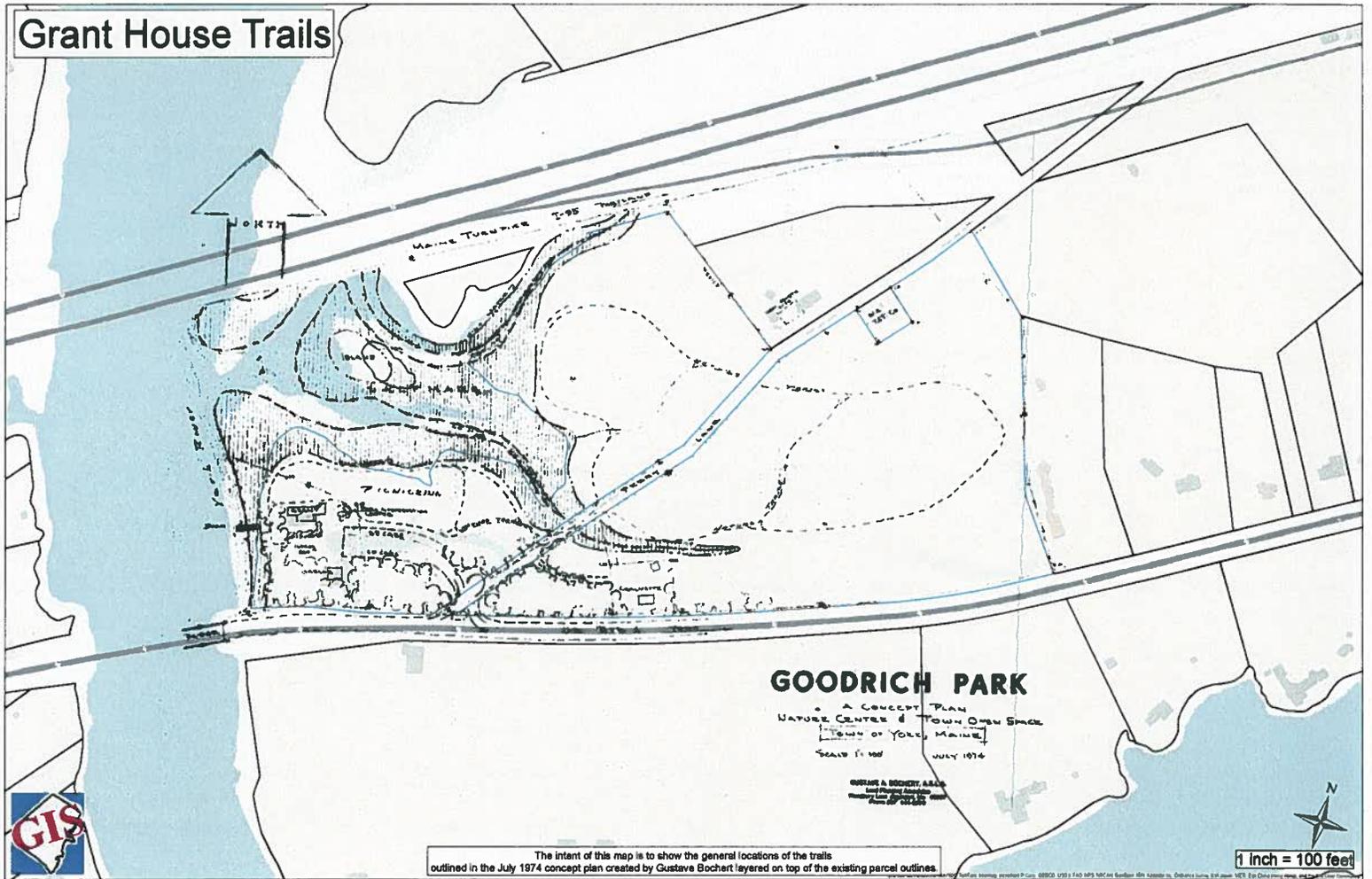
FROM THE OFFICE OF
SEWELL, STRATER, & HANCOCK
York, Maine

York, ss.
Received JAN 3 1973 11 9 30 AM
and recorded from the office

Grant House Trails with Shoreland Zoning



Grant House Trails



GOODRICH PARK

A CONCEPT PLAN
NATURE CENTER & TOWN OPEN SPACE
TOWN OF YORK, MAINE
SCALE 1:100 JULY 1974

The intent of this map is to show the general locations of the trails outlined in the July 1974 concept plan created by Gustave Bochert layered on top of the existing parcel outlines.

1 inch = 100 feet



Town of York

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General Assistance
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Parks and
Recreation
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Fax
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(207)363-1019

To: Board of Selectmen
From: Mike Sullivan, Parks and Recreation Director
Subject: Beach Management Plan
Date: September 17, 2015

The current Long Sands Beach Master Plan provides a timely opportunity for the Town to discuss and possibly implement changes to how we manage and maintain our public beaches. In addition to the new bathhouse the Master Plan also includes a complete streets program which will address vehicle and pedestrian traffic, parking, public access and all of those things that provide for safe and efficient access to the beach.

I think it is important that as this plan moves forward we also consider how we manage and maintain our beaches in the most efficient and best way possible. With that said the goal is to create a "Beach Management Plan" that will outline policies and procedures that will enable the Town to get the results it wants. My vision is that the plan would include but not be limited to;

- Beach cleaning/seaweed management
- Trash removal
- Water quality
- Public Access/parking/ADA compliance
- Signage/way finding
- Ordinances/rules and regulations
- Public safety/police/lifeguard program/emergency response
- Beach profiling/nourishment/dune restoration

Rather than try to address the plan in its entirety my hope is to do a series of presentations that would focus on one or two issues at a time. Some may have budget implications and should be addressed early on in the budget process while others could be a bit controversial and require additional input from the public or other departments or committees.

My goal at Monday's meeting is to provide the Board with an overview of the issues, explain why I think the plan is important and get a buy in or commitment from the Board moving forward. Many of the policies and procedures currently in place were developed many years ago. The issues have changed, the beaches themselves have changed and I believe it's time for the Town to implement some changes. I personally

believe this is an important issue and that we have an opportunity to have a positive impact on the beach, the Long Beach neighborhood and our tourism industry.

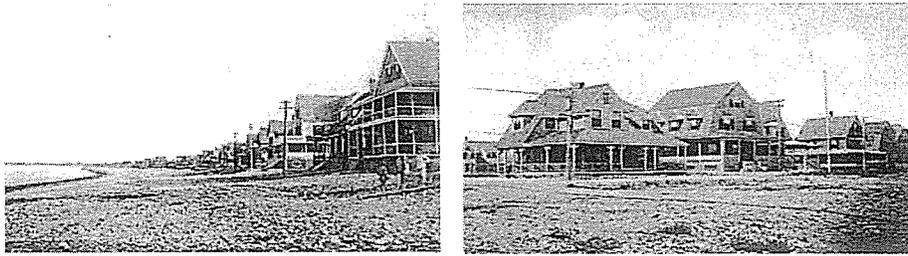
I have attached a copy of a Beach Management Plan developed by the Town of Hull, Massachusetts for North Nantasket Beach. I offer this as an example only and would caution the Board that every beach is different and so are the State environmental rules that govern them. With that said this is a good example of a thorough and complete plan customized for a specific beach.

**NORTH NANTASKET BEACH
MANAGEMENT PLAN**



HULL, MASSACHUSETTS

February 2012



Undated, early postcards of North Nantasket Beach; on left, looking south from S Street, on right, north from L Street.

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APPENDIX A – The Formation of Nantasket Beach

APPENDIX B – Maps of the North Nantasket Beach Management Plan Area

APPENDIX C – DEP Wetlands Technical Assistance, Shoreline from L to X Streets

ACKNOWLEDGEMENTS

Participants in the 2012 update to the North Nantasket Beach Management Plan include:
Conservation Commission, Sheila Connor, Chair
Conservation Administrator, Anne Herbst
Department of Public Works, Marc Fournier, Director
LEC Environmental Consultants, Inc., Stan Humphries, Senior Coastal Geologist
Hull Beach Management Committee, Rhoda Kanet, Chair, Nancy Bilodeau, Paul Epstein, Rob Gilman, Peter Larson, Nancy Marten

INTRODUCTION

This beach management plan (BMP or Plan) is, first and foremost, one that addresses natural resource functions and values. Its purpose is to define how the Town of Hull will manage North Nantasket Beach in accordance with the Massachusetts Wetlands Protection Act so that it may protect and maximize its wetland values while providing access and preserving its recreational value.

Several Town Departments share management responsibilities: The Hull Conservation Commission is charged with protecting and preserving the wetland resources of North Nantasket Beach through enforcement of the Massachusetts Wetlands Protection Act. Some activities described in this beach management plan will require, or have already required, a permit from the Conservation Commission. It is also anticipated that there will be additional filings under the Wetlands Protection Act when there are new projects or activities. A Request for the Determination of Applicability (RDA) may be filed for simple projects and a Notice of Intent (NOI) would be filed for more involved projects. Public meetings or hearings will occur and the Commission will vote on whether to issue a wetlands permit. An Order of Conditions (OOC) is the permit that is issued.

The Department of Public Works (DPW) shall review this plan and the Required Best Practices and Procedures described within, with the Conservation Administrator (or in her/his absence, the Conservation Commission) before each seasonal cleanup and maintenance of the beach. The DPW shall always keep this plan on hand, and review it periodically keeping in mind the understanding of conservation principles.

The Police Department shall review this Plan as well as the Wetlands Protection Act with the Conservation Commission (or their designee) in order to understand how the plan affects the use of the beach in the Town of Hull.

The general public and private landowners who access and live near the beach also have responsibilities for their interactions with the Beach and Primary Dune Area. These responsibilities range from the simple task of taking care of one's trash to the more complex task of requesting permits for projects that will affect the beach and primary dune. Beachfront landowners, in particular, must work with the Conservation Commission to obtain permission for activities that "remove, dredge, fill or alter" the land that surrounds them.

With a landmass of just 2.5 square miles and a remarkably varied 27 miles of coastline the Town of Hull has the exceptionally challenging task of preserving and protecting the wetland resources of a relatively stable, yet fragile barrier beach upon which

exists one of the most densely populated and almost completely built-out towns in the Commonwealth.



The Town's coastline includes bays, estuaries, rocky promontories, beaches and bluffs. Its bayside has sandy coves, inlets, and marshes, a tidal pond, and a state designated Area of Critical Environmental Concern. On the ocean facing side there are two large crescent beaches, a small sandy pocket cove bounded by large rock outcrops, a boulder-strewn point, rocky cliffs, and a 3.5-mile long sand, gravel and cobble barrier beach. Along with its unique geography and geology comes the responsibility to manage this unique natural environment.

This management plan addresses North Nantasket Beach (the "BMP Area"), the northernmost 2 miles of the 3.5-mile barrier beach (see maps, Appendix B). The southern 1.5-mile portion, Nantasket Reservation, is owned and managed by the Massachusetts Department of



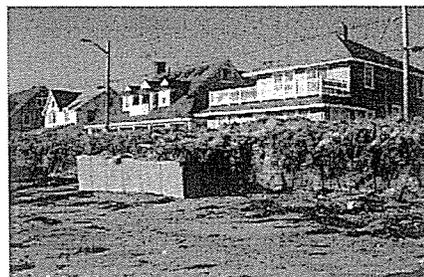
Conservation and Recreation (DCR).

North Nantasket Beach is a 2-mile long barrier beach made up of a

variety of sediments that range in size from fine-grained sand to gravel to cobble. Drumlins, such as Point Allerton, are composed of a mixture of sediment types including clay, silt, sand, pebble, cobble and boulders, and historically have provided the material that forms Nantasket Beach. In high wave energy environments such as Nantasket Beach, the finer sediments tend to be transported by waves and currents leaving the coarser sediments behind. These sediments are often referred to as a lag deposit. This is the source of the naturally occurring range of sediments found on Nantasket Beach. Traveling north from Phipps Street to X Street both the grain size of the sediments and the slope of the beach increases with the most northern portion of the beach, R to X Street, which lies south of Point Allerton, consisting of a steeper sloped beach, coarser sand, cobbles, and small boulders.

There is a narrow, fairly continuous, vegetated primary frontal dune along North Nantasket Beach. At the very southern end of North Nantasket Beach the dune takes the form of small hummocks; at the northern end where the sand supply is meager and the beach is not of sufficient width, the dune is lower, less substantial and is composed of greater proportions of gravel and cobble than of fine-grained sand. The term "primary dune" or "primary frontal dune" is commonly defined as the coastal dune closest to the

coastal beach. Other dunes located behind, or landward, of the primary dune are older deposits and generally lower in elevation. The primary dune is the first line of defense against coastal storm flooding and provides sand to the adjacent beaches. Beach grass, wrack, and other vegetation on the dunes traps sand and stores it as a future sediment supply for the beaches.



The aftermath of an April 2007 storm that exposed remnant sections of seawall.

The beach is narrowest at both ends of the BMP Area and is at its widest where the vegetated primary frontal dune is most developed. At this part of the beach low tide exposes a wide, almost flat expanse of fine-grained, hard-packed sand intermingled with gravel and some cobble.

A majority of the vegetated primary frontal dune is located within a 50-foot wide parcel of land known as Beach Avenue. The primary dune is widest in the vicinity of Lewis Street, which is an area centered within the beach's 2-mile length. There are remnants of an historic concrete seawall buried within sections of the primary dune and in some areas this seawall is exposed.

The Beach Management Plan reflects the best management practices for the stewardship of the beach. The Town will make every effort to comply with the BMP as the same may exist. Notwithstanding the use of the terms "shall" or "will", nothing contained in this plan shall be construed to create an obligation or responsibility on the part of the Town to take any particular action on the beach; however, any actions that the Town takes on the beach will be in accordance with this Plan and applicable law."

1. WETLANDS PROTECTION ACT/BARRIER BEACH RESOURCES

The Massachusetts Wetlands Protection Act (WPA) regulates activities in various wetland resource areas in order to protect public interests. The wetland areas of primary focus for this management plan include barrier beach, coastal beach, coastal dune, and land subject to coastal storm flowage. Other relevant wetland areas include land under the ocean and land containing shellfish. The public interests protected by these wetland resource areas include storm damage prevention, flood control, and protection of wildlife habitat, and may include protection of marine fisheries and shellfish.

The WPA Regulations provide general performance standards that guide the review and permitting of activities to ensure that no adverse effects will occur to resource areas. The applicable standards for barrier beaches are found in 310 Code of Massachusetts Regulations (CMR) 10.27 (3-7) for coastal beaches and in 310 CMR 10.28 (3-6) for coastal dunes. In general, the protected physical characteristics of coastal beaches and dunes include form, volume and the ability to respond to wave and wind action. However, fencing and other devices designed to increase primary dune development, as well as plantings compatible with the natural vegetative cover, may be permitted. There are no performance standards associated with land subject to coastal storm flowage.

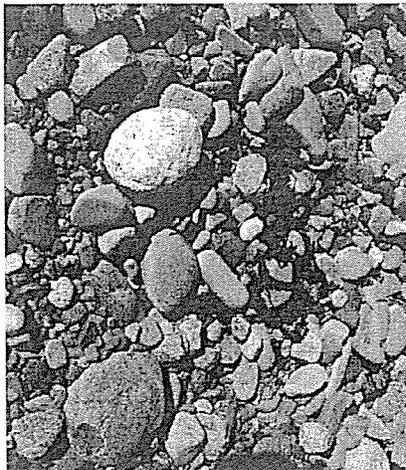
Under the WPA, barrier beaches are significant to storm damage prevention and flood control and are likely to be significant to the protection of marine fisheries and wildlife

habitat and, where there are shellfish, the protection of land containing shellfish. Coastal beaches are significant to storm damage prevention, flood control and wildlife habitat. Tidal flats, which are a part of coastal beaches, are likely to be significant to the protection of marine fisheries and, where there are shellfish, to land containing shellfish. Coastal dunes are likely to be significant to storm damage prevention and flood control; all coastal dunes on barrier beaches and the coastal dune closest to the coastal beach in any area are significant to storm damage protection and flood control. Coastal dunes are also often significant to the protection of wildlife habitat.

Areas along North Nantasket Beach are also mapped as estimated and priority habitats for state-protected rare species [Common Tern (*Sterna hirunda*) and Seabeach Dock (*Rumex pallidus*)] and they contain shellfish, primarily surf clams. Therefore pursuant to the WPA, activities that may result in altering, dredging, filling and removing these natural resources are subject to regulation by the Conservation Commission.

Geologic Background

The coastal geologic and morphologic construct of Nantasket Beach is critical to the protection of the occupants of the Town of Hull as well as Hull Bay and the various islands located on the south side of the entrance channel to Boston Harbor. The beach is a low-lying strip of land comprising a range of unconsolidated sediments deposited by currents, wave, tides and winds over the last several thousand years. It extends roughly parallel to the trend of the coast and connects drumlin deposits including Strawberry Hill in the central portion and Allerton Hill to the north. The size of unconsolidated sediments along North Nantasket Beach range from fine sand to cobbles (less than 10 inches in diameter).



Cobbles and boulders are found in areas exposed to high wave energy during storm events because the lighter pebbles, sand, and silt have been removed by strong waves and currents. In addition to the dynamics of erosion and transport of finer grained material, wave action also tends to accumulate cobble along the higher tide line and this accumulation can tend to move landward during storm events. This is a form of (cobble) dune building function.

Cobbles are naturally rounded or oval stones larger than pebbles, but smaller than boulders that measure between 3 and 10 inches in diameter. Beach cobble stones are polished round and smooth by years of wave energy. They are alternately exposed and covered by sand depending on the tides, waves and seasons of the year.

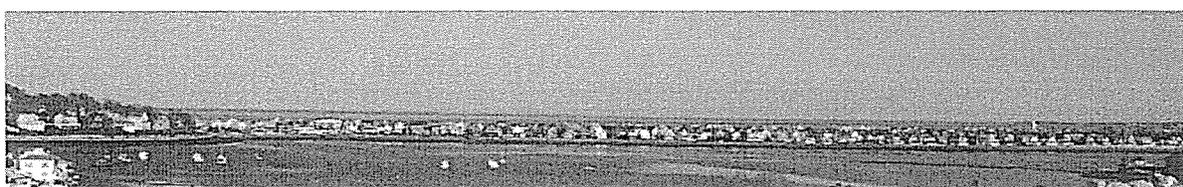
A cobble beach contains rocks that represent many periods of geologic history. The pink, green, or gray granites formed from hot molten rock deep within the earth's crust. Brick red, flinty stones may have come from an historic volcano. Those with mica flakes reveal a history of great heat and pressure.

All of Nantasket Beach is designated as a barrier beach by the Massachusetts Office of Coastal Zone Management (CZM). CZM has published Barrier Beach Inventory Maps for the coastal regions of Massachusetts with the designation for the Nantasket map being HL-6. In the regulations to the Massachusetts Wetlands Protection Act, barrier beaches are, in

part, defined as “generally consisting of coastal beaches and coastal dunes”. WPA regulations CMR 310 10.29 further define barrier beaches.



Looking north from Gunrock Beach to North Nantasket Beach. Strawberry Hill drumlin is in the center with the Allerton Hill drumlin on the far right. Below, the North Nantasket barrier beach seen from the bay side with Allerton Hill on the far left.



Climate Change

Sea level rise and an increasing frequency and intensity of coastal storms are among the projected impacts of a warming global climate. In the Boston area, seas are currently rising at the rate of nearly one foot per century. While future rates of sea level rise are uncertain, projections are in the range of 2 to 4 feet, or higher, by the end of the century. The dunes serve as critical protection against flooding and storm damage during winter northeasters. The impacts of climate change will make it more challenging to maintain and protect our dune system – and all the more critical that we do so in order to protect lives, property, and town infrastructure.

Overview of Plan Area and Functions

This beach management plan addresses the Beach and Primary Dune Area. For the purposes of this plan, the Beach and Primary Dune Area lies between the western boundary of Beach Avenue (where Beach Avenue is unpaved), or the eastern edge of the pavement of Beach Avenue, and the extreme low water of the Atlantic Ocean (see maps Appendix B).

Storms, erosion, floods and other hazards are of overriding importance to the evolution and maintenance of developed barrier beaches and to the people who occupy them. Effective protection of the beach resource areas (i.e., beach and primary dune) from high tides and flooding and against damage by the ocean under storm conditions requires sufficient vegetation, elevation and width to dissipate the force of the waves.

As a result of these flooding conditions, these areas are considered to be land subject to coastal storm flowage, which is defined in the WPA Regulations to mean land subject to any inundation, caused by coastal storms up to and including that caused by the 100-year storm, surge of record, or storm of record, whichever is greater. The Federal Emergency Management Agency (FEMA) published a set of Flood Insurance Rate Maps (FIRMs) on May 2, 1983 showing what is being defined as the Beach and Primary Dune Area as a Velocity (V) Zone with elevations of 17 and 19 feet NGVD. Preliminary flood maps

released by FEMA in 2008 show the V-zone elevations ranging from 17 to 32 feet NAVD. A V-zone is a special flood hazard area where waves three (3) feet in height or greater are expected during a 100-year storm event or, put more precisely, the storm that has a 1% chance of occurring in a given year. The "Blizzard of '78" is an example of a storm event nearly of this magnitude in Hull.

In order to protect public and private property the primary dune should provide as continuous and as unbroken a barrier for the entire length of North Nantasket Beach as is possible given that controlled and managed access points must be maintained by the Town through the application to, and subsequent issuance of, a valid Order of Conditions by the Hull Conservation Commission. Such Orders of Conditions for managed access points may be issued for a period not to exceed three years. While the beach and primary dune provide protection to public and private property, the beach affords recreational uses to all. Accordingly, the Town of Hull has a vital interest in the continued protection and maintenance of the Beach and Primary Dune Area and may perform annual routine preservation and has the right and responsibility to cause their restoration in the event of damage or destruction.

Coastal beaches serve as a sediment source for dunes and subtidal areas. Steep storm waves cause beach sediment to move offshore, resulting in a gentler beach slope and greater energy dissipation. Less steep waves cause an onshore return of beach sediment, where it will be available to provide protection against future storm waves. A coastal beach at any point serves as a sediment source for coastal areas downdrift from that point. The oblique approach of waves moves beach sediment alongshore in the general direction of wave action.

All sediment that comprises the volume and form of the beach plays an important role in dissipating wave energy and reducing storm damage. Beaches tend to naturally attain a profile that is in equilibrium with the wave, current and tidal forces acting upon it. This natural profile maximizes wave dissipation. As a result, manipulation of the volume and form, which establishes the natural profile, may reduce the capacity of the beach to dissipate wave energy and thus may lead to increased storm damage.

Finally, coastal beaches are extremely important in the recycling of nutrients derived from storm drift and tidal action. Vegetative debris along the wrack line is vital for resident and migratory shorebirds, which feed largely on invertebrates that use the wrack as habitat.



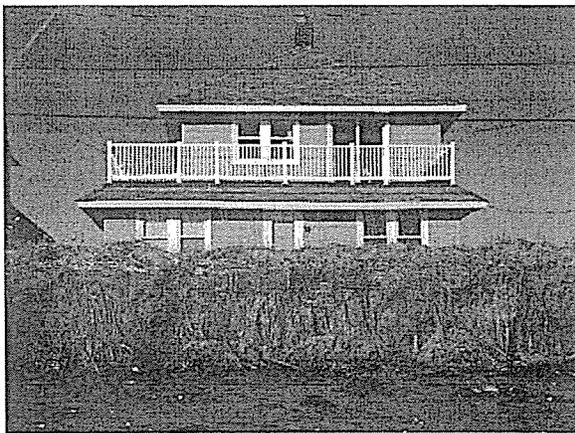
The string of debris stranded by the tide that runs the length of the beach is called a wrack line. When sand blows over wrack line, it begins to accumulate and provides a nutrient rich medium for seeds entrapped in the wrack to germinate in this pioneering zone, which extends landward from the wrack line on the upper beach through the dune area. This vegetation can become the first stages of the creation of a foredune. The wrack also provides isolated sources of food and shade that supports a community of isopods and amphipods as well as providing food for sandpipers and other shorebirds and wading birds.



On beaches with little slope there may be three distinct wrack lines. The lowest, or most seaward wrack line, indicates the height of the last high tide, the next landward line shows the height of the last spring tide, and the highest, often intermingled with man-made debris, shows the reach of the last big storm.

During typical tides there is a greater proportion of marine vegetation to debris in the wrack. The wrack is less dense and dries more quickly and the washed-up seaweed, algae, eel grass and marsh plants may provide a source of nutrients and seeds for the pioneer species of flora, a foraging habitat for shorebirds and a substrate for accumulating sand. Below the wrack line in the lower intertidal zone are infauna (invertebrates such as mollusks and crustacea) that are also eaten by shore birds.

In severe storms, wrack can be composed of not only marine vegetation such as algae and plants in the genera *Fucus*, *Laminaria* and *Zoster* which are most abundant on northern shores, but also of animal matter, marine debris, solid waste and other pollutants. The wrack line in these storms usually indicates an exceptionally high tide mark that will likely not be returned naturally to the sea during succeeding high tides and may provide a breeding habitat for fecal coliform and create a health hazard to humans.



Coastal dunes aid in storm damage prevention and flood control by supplying sand to coastal beaches. Coastal dunes, which are higher than the coastal beaches that they border, protect inland coastal areas from storm damage and flooding by storm waves and storm elevated sea levels because they absorb the impact of storm surge and high waves, preventing or delaying flooding of inland areas and damage to inland structures. Wider and taller coastal dunes

Frontal dunes showing effects of a late April Northeaster, 2007.

provide greater protection because their larger mass is better able to withstand and dissipate wave action. In order to protect this function, coastal dune volume must be maintained while allowing the coastal dune shape to conform to natural wind and water flow patterns.

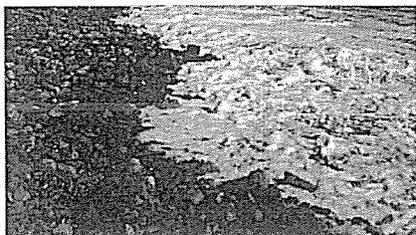
Vegetation cover contributes to the growth of coastal dunes by providing conditions favorable to sand deposition and stability by anchoring the dune. American beach grass, which grows up to 2'-3'



in height, traps windblown sand causing it to accumulate around the plants. Its stems and leaves also lower wind velocities at the dune surface and keeps accumulated sand from blowing away.

Although beach grass produces seeds, it most often propagates through its rhizomes (underground stems), which can spread horizontally up to 6'-10' annually. These underground stems respond to increased sand cover by sending up a new rhizome. From the new rhizome, a new shoot forms. During its growing season, which typically lasts from April to October, this network of underground rhizomes extends the plants laterally, while the plants continue to grow upwards through accumulating layers of sand.

The beach and primary dune are a combination of dynamic landforms that have changing characteristics and boundaries according to seasonal and storm generated processes. Sediment is exchanged between these two areas as a result of storm overwash and wave erosion, as well as windblown accumulation and wind scouring. The vegetated boundary that typically separates the primary dune from the beach can migrate landward or seaward. Therefore, these two areas are protected as one natural beach and dune system.



The final part of the wave that travels up the beach is called the swash.

The clattering and rattling caused when cobble is tossed around in the swash is like no other sound ...
....and playing tag with the edge of the swash is like no other game.



Top: High tide, cobble and swash at X Street.

Bottom: Low tide, looking north along North Nantasket Beach towards Allerton Hill from Phipps Street.

2. MAINTENANCE ACTIVITIES

General Maintenance

Maintenance includes both proactive and reactive procedures that occur throughout the year. An exceptional effort must be made to avoid negative effects that may take place when maintaining both the hardscape and landscape features of the beach and primary dune system. Proactive efforts to protect and stabilize the resource include the continued

oversight and care of man-made structures such as access points and fencing, beach grass planting, and filling of primary dune escarpments with sand cleaned of debris reclaimed from the road surface of Beach Avenue and sand obtained through permitting from dredging or other sources.

Removal of debris in order to provide our citizens and visitors with a litter free beach, removal of excessive amounts of debris and fly infested seaweed that has been declared a health hazard, and emergency measures conducted in the wake of severe weather events are all reactive responses to man-made or naturally occurring actions.

Keeping the beach litter free consists of special, episodic, and scheduled maintenance to remove a range of man-made materials from the beach and primary dune. Marine debris from recreational, commercial and fishing boats is often caught up in the wrack line. Landside litter, including plastic bags and pieces, balloons, trash and garbage, often blows up into the primary dune and beach grass areas. Cleaning efforts typically include the removal of a mixture of these materials.



The maintenance and cleaning of the paved portion of Beach Avenue, which parallels the primary dune, must also be taken into account as sand, gravel, and cobble often may be deposited on the road surface by wind and storm overwash. In

Looking north along Beach Avenue.

order not to restrict pedestrian and vehicular passage and to conserve this resource, this sand, gravel, and cobble must be removed only from the road surface as frequently as possible by use of a street sweeper, cleaned of any debris, and replaced on the beach or stored for future use. This routine road maintenance shall not adversely affect the landward edge of the dune and will be monitored on a regular basis by the Conservation Administrator (or in her/his absence the Conservation Commission).

Removal of sand, gravel and/or cobble and grading of sand and cobbles in the BMP Area will have an adverse effect on storm damage prevention and flood control and is not allowed, except to move sediment deposited as the result of beach replenishment activities, or as permitted by the Conservation Commission.

Dune Maintenance

In order to provide for effective dune restoration, the Town of Hull may erect suitable fencing at the seaward toe of the primary frontal dune in accordance with such standards as may be permitted by the Conservation Commission and adopted by this plan. Such fencing can trap windblown sand and build up the dune where none exists. Fencing can be also be used to promote the expansion of an existing dune. In both cases, a zigzag configuration (with sides facing the northwest and southwest directions) is most effective during the

dominant winter and summer winds, respectively. Fencing constructed in a linear configuration can also be used to limit or direct pedestrian traffic.

Dune and Beach Profiling

Dune and beach profiling shall be done in the winter and summer, or at a greater frequency if deemed necessary by the Conservation Administrator (or in her/his absence, the Conservation Commission). The Conservation Administrator (or in her/his absence, the Conservation Commission) shall be required to take profiles at W, Lewis, and Phipps Streets. The information obtained shall be used for the preservation, maintenance, and restoration of the dunes. **See page 19: Required Best Practices and Procedures, Beach Profiling.**

Dune Repair and Restoration

Repair of the primary frontal dune may occur at any time of the year should the necessity arise. Small dune openings on Town property, resulting from the creation of unpermitted access paths, other human alterations, or natural damage from storms, will be repaired by the Town of Hull under the supervision of the Conservation Administrator (or in her/his absence the Conservation Commission). The Town will use appropriate grain-size sand to repair the opening. Repaired openings should be planted with beach grass as soon as practicable to stabilize the dune. Larger dune restoration projects must be permitted through the Conservation Commission.



July 2005



March 2006



April 2008

Emergency Access

Emergency access requires that Beach Avenue be maintained at a width of at least 18 feet. The 18-foot width is measured starting from the western boundary of the Beach Avenue utility poles. The Town of Hull DPW may remove sand, gravel, and cobble from Beach Avenue as necessary to maintain the legal width to ensure public safety access. This material may be stored for future use or be deposited as stated in Major Storm and Hurricane Emergency Procedures. Any widening of Beach Avenue shall be conducted in accordance with Orders of Conditions issued by the Conservation Commission.

Spring

Annual Beach Cleaning shall be scheduled by the Town to occur in late spring, but no later than the Friday preceding Memorial Day. Debris shall be removed from the beach only by persons who have participated in the annual spring training or its equivalent sponsored by the Beach Management Committee and/or Conservation Administrator (or in her/his absence, the Conservation Commission).

The cleaning or removal of debris and seaweed may be conducted by hand or by a rake-type machine. The Town Manager and Conservation Administrator (or in her/his absence, the Conservation Commission) shall decide whether to use hand or machine labor. Cleaning both debris and seaweed by hand or by rake-type machine shall be conducted in accordance with Required Best Practices as described in Beach Maintenance: Use of Hand Tools and Beach Maintenance: Use of Rake-type Machines. **See page(s) 17-19.**

Annual Beach Grass Planting should occur in early spring, but no later than April 15th. Planting native vegetation is the best method for dune creation, stabilization, improvement, and repair. No matter what sand-trapping method is used, all dunes should be vegetated for stabilization. **See page 17: Required Best Practices and Procedures: Beach Grass Planting.**

Summer

Debris Management shall occur on a regular basis from Memorial Day to Labor Day. In general, debris removal shall be conducted by hand. From the Friday preceding Memorial Day through June 30, debris shall be removed from the beach three to seven days per week. Dune and beach maintenance may occur at any time of year with beach cleaning being performed in accordance with Required Best Practices and Procedures. When removing debris less than seven days per week, efforts shall be made to space the cleanup days.

From July 1 through Labor Day, debris shall be removed five to seven days per week. From the day following Labor Day through September 30, the town shall endeavor to remove debris from the beach three to seven days per week. When removing debris less than seven days per week, efforts shall be made to space the cleanup days. In the event of a heavy accumulation, the Town Manager and Conservation Administrator (or in her/his absence, the Conservation Commission) shall decide whether to use hand or machine labor.

Seaweed Management shall be handled as follows: Seaweed shall be removed as necessary as determined by the Conservation Administrator (or in her/his absence, the Conservation Commission) and Town Manager. The Conservation Administrator's and Town Manager's determination shall be based on, without limitation, weather reports, thickness of the seaweed, and odor of the seaweed. Seaweed shall be cleaned from the beach in the area between ten feet seaward of the base of the primary dune and mean high water.

Seaweed shall be removed from the beach only by persons who have participated in the annual spring training or its equivalent sponsored by the Beach Management Committee and/or the Conservation Commission. In general, summer seaweed removal shall be conducted with hand tools. In the event of a heavy accumulation, the Town Manager and

Conservation Administrator (or in her/his absence, the Conservation Commission) may allow the use of machine labor if the seaweed accumulation is greater than can reasonably be removed by hand. Cleaning both debris and seaweed by hand or by rake-type machine shall be conducted in accordance with Required Best Practices and Procedures as described in Beach Maintenance: Use of Hand Tools and Beach Maintenance: Use of Rake-type Machines. **See pages 17-19.**

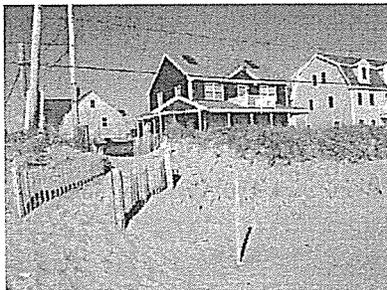
Fall

Review of Maintenance Procedures: At the end of the summer season, the Beach Management Committee and the Conservation Commission may review all maintenance procedures and shall invite all persons involved to participate in the review. The purpose of this review is to recommend any modifications to routine maintenance procedures. The Beach Management Committee and the Conservation Commission, either individually or together, shall provide a written summary of their findings to the Selectmen and Town Manager and other interested parties.

3. BEACH ACCESS

It is particularly important to prevent destruction of dune vegetation as loss of vegetation can lead to blowouts, lowering of dune profiles, and destruction of wildlife habitat. Beach grass must be protected from foot traffic, otherwise stems are broken and the plant dies. To protect the dunes, visitors should not play, rest, or walk on vegetated dune areas and should only use approved pedestrian access paths to reach the beach. Educational signs shall direct pedestrians to these paths and educate them as to the protective nature of the dunes.

Pedestrian Access



The Town is committed to providing the residents of Hull and visitors with well-maintained, safe and appropriate pedestrian access to North Nantasket Beach while preserving the environmental functions of the beach and dune.

Pedestrian access paths shall be available at all current street endings. All paths will be constructed and maintained in accordance with a valid Order of Conditions issued by the Conservation Commission. **See page 17: Required Best**

Practices and Procedures: Access Paths. Currently the Town maintains access paths from Malta to L Streets (excluding A Street) in accordance with an Order of Conditions. In the future, if the Town chooses to do work on access paths from M to X Streets or at A Street, it must do so under a valid Order of Conditions.

The Beach Management Committee and the Conservation Commission shall monitor the condition of the dune system, inspecting all openings and access paths no less than two times each year, once in the spring and once in the fall and inform the Town Manager of any necessary repairs or alterations.

Handicapped Access

The access point at A Street shall meet ADA requirements for handicapped accessibility including, but not limited to, appropriate ramps, platforms, slope and parking. Beach-accessible wheelchairs are available at the Fire Station at A Street and Nantasket Avenue. Information regarding the availability of beach-accessible wheelchairs will be provided to the public at the corner of A Street and Beach Avenue.

Vehicle Access

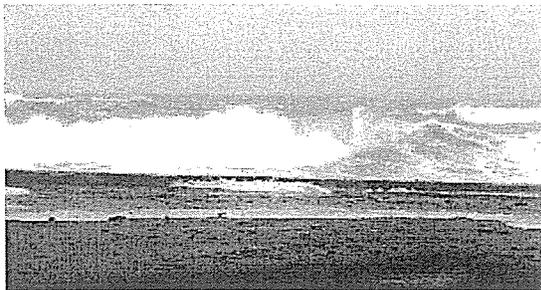
No motor vehicles, including town vehicles, shall access or gain entry to, or park upon the primary dune except as may be necessitated for allowed construction, public safety, or for dune maintenance, and for emergencies as declared by the Town of Hull and permitted by the Conservation Commission. Vehicle use on the beach is prohibited except for Town approved users such as those engaged in beach maintenance, storm cleanup, law enforcement, emergencies and public safety. Emergency and non-emergency vehicle access is permitted only at A Street, the DCR access south of Phipps Street, and at X Street. Any damage to the beach or primary dune as a result of vehicle use must be repaired in accordance with requirements established by the Conservation Commission.

In an emergency, emergency vehicles shall not be restricted. However, any damage to the beach or primary dune as a result of emergency vehicle use must be repaired in accordance with requirements established by the Conservation Commission. **See page 20: Required Best Practices and Procedures: Vehicle Access.**

A non-structural ramp for vehicular use at A Street may consist of unconsolidated sediment not to exceed a minimum, practicable width and shall extend seaward of the vegetated primary dune line. To construct and maintain the ramp, the DPW may use compatible material approved by the Conservation Administrator (or in her/his absence, the Conservation Commission). The Conservation Administrator shall be notified when maintenance on the ramp is required. With approval from the Conservation Administrator the Town may use a roll-out mat on top of the sand ramp. If other maintenance is required to maintain vehicular access at A or X Streets, it must be permitted by the Conservation Commission.

4. EMERGENCY CONDITIONS

Major Storm and Hurricane Emergency Conditions



Emergency conditions are a result of natural changes in the Beach and Primary Dune Area, which threaten the public safety, health and welfare of the community within the North Nantasket Beach area. Moderate to major coastal storms, which include winter-type northeasters, tropical storms and the rare

North Nantasket Beach. Winter storm 2008. Photograph courtesy Nancy Bilodeau.

hurricane, generally consist of high onshore winds (sustained over 35 mph with stronger gusts) that work in conjunction with elevated tides and storm driven waves to produce storm surges and overwash. Major coastal flooding and beach erosion occurs at tide heights over 13.5' measured at Boston. During such storm events the combined forces of wind and water may produce widespread flooding which is the greatest threat for an emergency. Although the dune may withstand, or delay flooding, storm surges that occur at high tide or continue to build through additional tide cycles can overtop or cause blowouts in the dune as flood waters move landward into homes, businesses, roads and parking areas carrying beach and dune sediments landward. Precipitation (i.e. rain; snow and ice) may also contribute to emergency conditions and are addressed under **Winter Conditions**.

Access to the roadways is imperative for police, fire, rescue, and evacuation operations. Unless access is restored after each high tide in all storm events the severity of the emergency may not be controlled. The primary differences between northeasters and hurricanes may require different emergency responses. Typically, northeasters have a longer duration (1-3 days) over several high tides. As a result, flood waters, sediment and debris may accumulate on Beach Avenue and connecting streets several times during a storm. In contrast, hurricanes are fast moving storms that occur during one tidal cycle (less than 12 hours) with a storm surge that extends further landward or inland. Because hurricane wind speeds are greater than northeasters, wind-driven debris may impose an additional emergency condition. Access ways will most likely need to be cleared only once, after the entire hurricane has passed.

Town debris removal costs may be reimbursable by the state and federal government, so accurate records of location, amount, personnel and equipment usage should be kept. **See page 19: Required Best Practices and Procedures: Major Storm and Hurricane Emergency Procedures.**

Winter Conditions

Ice and snow accumulations, both with and without the influence of major coastal storms, pose winter emergency conditions when roadways become impassible. Removal operations should be confined to the paved portions of Beach Avenue and connecting streets. While plowing, windrows of snow may be formed along the dunes parallel with Beach Avenue. However, the natural beach and primary dune should not be excavated for any reason. Along Beach Avenue from Revere to Coburn Streets, the Town has installed in the pavement, and will maintain, plastic delineators to ensure that snow plows (and other vehicles) stay clear of the dune. The road width is marked by locating the delineators 18 feet from utility poles on the west side of the street, or at the toe of the dune, if the toe of the dune is less than 18 feet from the utility pole. To protect beach grass from being smothered with sand and other material the Town will, to the greatest degree possible, minimize placement of snow on the primary dunes during snow plowing operations.

Water accumulation from melting snow or flooding may be relieved with pumps. Discharge may take place on the beach; no discharge may take place on the primary dunes.

Health Emergency Conditions

There may be instances when debris and wrack on the beach pose a threat to public health and safety and an emergency cleanup is required. Any person may notify the Health Agent, who is the Health Officer of the Town of Hull, of a possible health emergency condition. Upon receiving such notice, or upon her/his own suspicion, the Health Agent, or her/his designee, shall investigate the possible condition. The Health Agent may declare a health emergency condition if s/he determines that conditions on the beach pose a present or imminent threat to the health or safety of the general public.

Conditions that pose a present or imminent threat to the health or safety of the general public include, but are not limited to, accumulations of seaweed that have become infested with flies or other insects, or that are of sufficient height to indicate that an insect infestation is likely and concentrations of clams, mussels, shellfish or any other organic material that is in a rotting condition or likely to be rotting and possibly infested with insects.

Upon determining that a health emergency condition exists, the Health Agent shall notify the Town Manager. The Town Manager shall notify both the Conservation Administrator or Conservation Commission and the DPW. Upon notification that a health emergency condition exists and that the Conservation Commission has issued an emergency permit; the DPW shall commence cleanup procedures to be performed in accordance with the Wetlands Protection Act and the Beach Management Plan within 24 hours of such notice and shall complete such cleanup within 72 hours of notification. Cleaning of seaweed shall be conducted in accordance with Required Best Practices and Procedures as described in Beach Maintenance: Use of Hand Tools, and Beach Maintenance: Use of Rake-type Machines, except to the extent that the Emergency Order issued by the Conservation Commission requires different procedures. **See pages 17-19.**

The Conservation Administrator or designee shall supervise all emergency cleanup work on the beach pursuant to a health emergency condition and shall have the authority to stop and/or alter the cleanup. DPW employees, contractors, and other individuals carrying out the emergency cleanup shall follow all local By-Laws and state and federal laws pertaining to coastal wetland protection under emergency procedures.

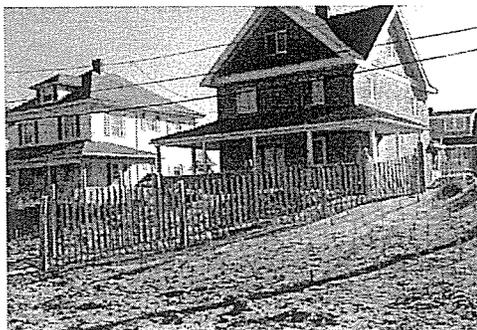
All Town employees doing so shall have participated in a beach cleanup seminar or its equivalent sponsored by the Beach Management Committee and/or the Conservation Commission held in preparation for the current season, or the most recent seminar, if the seminar has not yet been held for the current season.

At the next Beach Management Committee meeting following the determination that an health emergency condition exists, the Committee may review the cleanup process and shall invite all persons involved in that process to participate in the review. The purpose of this review is to monitor the executed cleanup and suggest any necessary modifications to the procedures. The Beach Management Committee or the Conservation Commission shall provide a written summary of its findings to all interested parties.

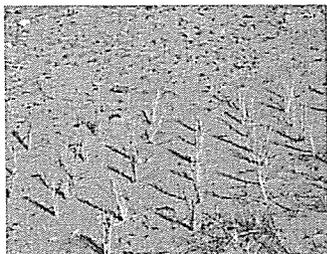
5. REQUIRED BEST PRACTICES AND PROCEDURES

Access Paths

The width of the paths from Malta to L Street shall be 48 inches wide at all points along the fenced pathways. However, when paths have been damaged and need to be re-built, the Conservation Commission may approve re-establishment of the path at a width of 52" so that the DPW can use smaller equipment for routine maintenance. The width is maintained by the fencing, which will be repaired if damaged by storms. The slope of the access paths should be 1:7.5 at openings with a sand path and 1:5 if an access path has a removable non-skid ramp approved by the Conservation Commission. Access paths from Malta through L Street shall be delineated with well-maintained snow fencing. The paths should be angled to the southeast to provide for maximum storm protection during northeast storm events. The Conservation Administrator (or in her/his absence, the Conservation Commission) will check the height of the access paths in the spring and the fall to ensure that they conform to the requirements of the Order of Conditions. Compatible sand may be added or re-graded to maintain proper height and slope. The work will be conducted by the DPW under the supervision of the Conservation Administrator. The work will be restricted to the access path area, with care not to damage nearby vegetation.



Beach Grass Planting



The Town will maintain a regular program of beach grass planting to protect and repair the dune. The Beach Management Committee is responsible for coordinating a volunteer beach grass planting day each spring in order to ensure that annual planting of beach grass occurs. Since 2006, the Beach Management Committee has coordinated nearly 100 volunteers in the planting of 15,000 beach grass plants each year.

Beach grass (*Ammophila breviligulata*) is planted most successfully from November 15th to April 15th when the ground is not frozen. Planting holes should be spaced 12 to 18 inches apart, in staggered rows. Two or three beach grass culms should be planted in each hole; their roots set 7 to 9 inches below the dune surface. Sand should be packed tightly around the plants to eliminate air in the root zone.

Beach Maintenance: Use of Hand Tools

The use of any hand tools other than pitch forks and/or rakes to remove debris or seaweed must be approved by the Beach Management Committee and/or the Conservation Administrator (or in her/his absence, the Conservation Commission) prior to use.

Individuals carrying out the cleanup shall make reasonable efforts to remove as little sand as possible from the beach. Individuals shall rake up the debris and seaweed, shake it out to release as much sand as possible, and place it in the bucket of a front-end loader or in a truck.

In performing the cleanup, the Town may place both a front-end loader and a truck on the beach. Vehicles accessing the beach for cleaning purposes may access the beach only at designated access points, which are the following: south of Phipps Street, A Street, and X Street.



Photograph courtesy of Pat Petrilli.
First published in the Hull Times, March 2008.

The front-end loader will maintain its bucket in an upright position since its purpose in the cleanup is to assist in the movement of debris. The front-end loader is not to use its bucket to move or remove sediment (including sand, gravel, and cobble) unless due to the nature of the debris, the Conservation Commission grants permission to do so.

There shall be no disturbance to dunes, beach grass, beach plants, or other natural vegetation. All mechanical equipment shall be kept a minimum of ten feet from the seaward edge of the primary dune.

Beach Maintenance: Use of Rake-type Machines

A rake-type machine may be used to remove masses of debris and/or seaweed if approved by both the Beach Management Committee and the Conservation Commission prior to use. Prior to the initial use, the Town shall make all reasonable efforts to test the rake under consideration and to discuss the qualities of the rake with other towns using the same make and model.

The operator of the machine shall have a clear view of where the rake is relative to the surface of the beach to allow greater control in avoiding scraping or moving beach material during the seaweed removal process. At all times, the rake must remain at or above the beach surface. Individuals carrying out the cleanup shall make reasonable efforts to remove as little sand, gravel, and cobble as possible from the beach. Individuals shall rake up the seaweed and shake it out to release as much sand as possible before removing the seaweed from the beach.

If the rake-type machine requires it, the Town may place both a front-end loader and a truck on the beach to facilitate the cleanup. Vehicles accessing the beach for cleaning purposes may access the beach only at designated access points, which are the following: south of Phipps Street, A Street, and X Street. The front-end loader shall maintain its bucket either in an upright position or at grade in a stationary position.

The front-end loader is not to use its bucket to move or remove sediment (including sand, gravel, and cobble) unless due to extreme volumes or size of the debris, the Conservation Commission grants permission to do so. In such a case, every effort will be made to avoid moving or removing sediment. With permission from the Conservation Administrator (or in her/his absence, the Conservation Commission), seaweed may be re-

deposited back in the ocean during receding or lowering tide cycles. Debris must be removed from the seaweed before re-depositing it in the ocean. Follow up restoration of the beach and water quality testing of the nearshore waters may be required to assure the beach meets swimming standards for bacteria.

There shall be no disturbance to dunes, beach grass, beach plants, or other natural vegetation. All mechanical equipment shall be kept a minimum of ten feet from the seaward edge of the primary dune.

Beach Profiling

The purpose of the beach and dune profiles is to create a database for the studying of the movement of the beach and dunes. The profiles shall extend from Beach Avenue seaward to the approximate low tide line. The profiles may be performed by the modified Emery Rod method as well as using other surveying techniques.

Emergency Cleanup Procedures

In performing an emergency cleanup procedure, Best Practices for Use of Hand Tools and/or Rake Type Machines shall be followed. In addition the Town may place both a front-end loader and a truck on the beach to facilitate the cleanup. The material causing the condition shall be removed from the beach. Individuals carrying out the emergency cleanup shall make reasonable efforts to remove as little sand, gravel, and cobble as possible from the beach.

Major Storm and Hurricane Emergency Procedures

Emergency preparation actions before a storm occurs may include: removing objects (e.g. trash cans, benches, removable walkways) and debris (e.g. lobster pots or large logs) that could act as projectiles; filling beach access ways with sediments to control overwash damage; and taking photos of pre-storm conditions. As noted elsewhere in this document, removal of cobbles is prohibited (unless permitted by the Conservation Commission), as these sediments serve an important storm damage prevention function. For safety reasons, emergency response actions during the storm should ideally occur during periods below half-tide.

Sediment and debris cleared from Beach Avenue and connecting streets should be stockpiled in areas that are not threatened by continued storm processes. Debris should be removed and discarded properly as soon as is practicable. All sediment should be returned to the beach and primary dune, or stored for future use on the beach or dune, based on the recommendation of the Conservation Administrator (or in her/his absence, the Conservation Commission). Post-emergency actions may include: repairs to eroded sections of the beach and primary dune; re-establishing the beach access paths; and taking photos of post-storm conditions. The Conservation Administrator, or her/his designee, should take pre and post storm photos at the same set of designated locations for every storm.

Vehicle Access

Vehicles on the beach shall not be allowed to exceed the speed limit of 15 mph. Vehicles are required to be at least ten feet away from the Primary Dune Area or dune vegetation (seaward side of the primary dune) at all times except when engaged in dune replenishment or dune nourishment. The toe of the dune and dune vegetation typically advances seaward during the spring and summer season. Vehicles shall be used on the beach in a manner that will not create ruts on the beach and will vary their path to achieve this.

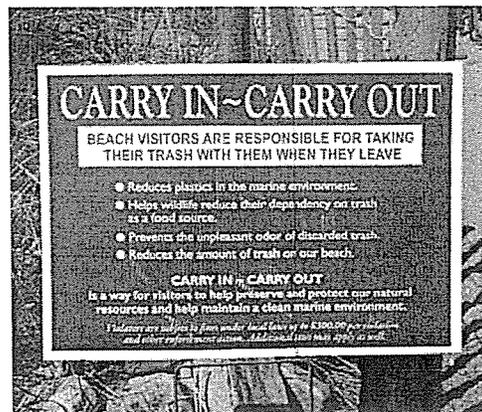
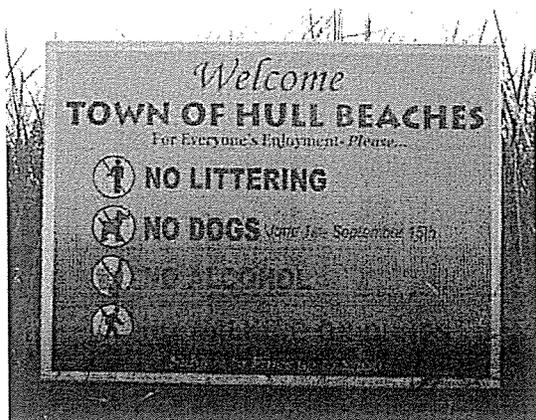
6. EFFECT OF PLAN

This Plan represents a series of objectives for the Town of Hull. It is recognized that not all objectives will be capable of completion at this time. Accordingly, a failure to comply with the provisions of the Plan shall not cause an invalidation of any acts nor shall the same cause or be the basis of any action against the Town of Hull. Any deviation from the Plan shall, however, be for a good cause.

This Plan does not attempt to define and regulate all parameters of beach and primary dune delineation, function, or management, and the Town of Hull declares its intent to review and update this Plan as may be needed from time to time to reflect appropriate new and beneficial knowledge. Any proposal for modifications to the Plan shall be submitted both to the Board of Selectmen for review and to the Conservation Commission for any activities that require permits under the Wetlands Protection Act.

This Plan is declared to be an exercise of the police power in the interest of safety and welfare for the protection of persons and property. In addition to any other power that the Town may have to adopt this Plan, its adoption is also pursuant to the authority to adopt same as provided for under Chapter 81 of the Code of the Town of Hull. If any parts of this Plan are for any reason held to be invalid, such adjudication shall not affect the validity of the remaining portions of this Plan.

This Plan shall take effect upon its final adoption by the Selectmen. Any proposals for amending the Plan should be sent to the Board of Selectmen. Finally, the Town may establish a "Beach Management Fund". All moneys in said fund shall be used for purposes regarding regulation, preservation, and protection of the beach and primary dune system of the Town of Hull.



7. REGULATIONS

- 7.1 The Hull Board of Selectmen and the Town Manager shall enforce this Plan.
- 7.2 Construction is prohibited on the primary dune except for access control structures if permitted by the Conservation Commission.
- 7.3 No person shall be on the primary dune unless:
- One is on an access control structure or walkway, or
 - For the purpose of constructing or maintaining the dune or allowed structures with the permission of the Town of Hull and permitted by the Conservation Commission, or
 - For the purpose of removing debris, which shall be done with great care not to damage the dune or beach grass, or
 - For the purpose of enforcement of this Plan, or
 - For emergencies as deemed necessary by Town of Hull Police and/or Fire Departments and/or the Town Manager and/or Board of Selectmen.
- 7.4 Christmas trees may not be discarded or placed on the beach.
- 7.5 The removal, cutting, burning, or destruction of natural vegetation, sand fence, or such other types of dune protection devices is prohibited, except as necessary for construction or maintenance authorized pursuant to the Plan and permitted by the Conservation Commission.
- 7.6 The removal or relocation of sand, cobbles and other naturally occurring sediments either from or within the Beach and Primary Dune Area is strictly prohibited, except as permitted by the Conservation Commission.
- 7.7 Sand, gravel, and cobbles which are transported by action of wind, tides, storms or any combination thereof to Beach Avenue or other public roads, or other locations off of the beach that pose a safety hazard, shall be returned to the Beach and Primary Dune Area free of foreign material and debris including, but not limited to tar macadam, asphalt/concrete, aluminum/vinyl siding, lobster traps, glass, trash, grass clippings, branches, and leaves as soon as practicable in accordance with the practices stated herein. Sand, gravel, and cobbles may be temporarily stored off-site before return to the Beach and Primary Dune Area. Sand, gravel, and cobbles shall not be placed on top of dune vegetation and shall be placed along the seaward edge of the dune or at unvegetated areas of the dune or at Point Allerton Cove at the discretion of the Conservation Administrator (or in her/his absence, the Conservation Commission). The repaired dune area shall be vegetated as soon as practicable. Existing areas of beach grass will tolerate up to 1 ½ feet of cover without the need to revegetate.
- 7.8 No primary dune shall be directly or indirectly altered to cause adverse effects on the coastal dune by the action or inaction of any person or entity. The

Town may cause the dune to be restored to its pre-existing condition. The Town may also maintain and replace, on a routine basis, sand fencing, other access control structures, signs, and beach grass (at appropriate planting time) that have been significantly damaged or destroyed.

- 7.9 Vendors shall conduct their business in a manner that will not damage existing dunes and only in areas designated by the Town of Hull. Vendors shall not park on the primary dune or park in such a way as to require patrons to stand on or traverse the primary dune.
- 7.10 There shall be no open or closed fires permitted on dunes. Fires on the beach are prohibited except with permission from public safety officials.
- 7.11 No animals shall be allowed on the beach from June 1st through September 15th. At all other times animals on the beach must be on a leash under control of the owner or caretaker who shall be held liable for the animal's behavior. Dogs are not allowed on the dunes. All animal excrement must be picked up by the owner or caretaker immediately, removed from the beach, and disposed of properly in accordance with Town By-Laws.
- 7.12 North Nantasket Beach is a "Carry In/Carry Out" area. No person shall drop, throw, or place any litter, garbage, or other refuse, including cigarette butts and household waste materials on the Beach or Primary Dune Area. Clean up and removal of all refuse is the responsibility of the visitor.
- 7.13 Suitable, regulatory, and cautionary signs shall be erected regarding beach policies and relevant town By-Laws.
- 7.14 Whoever violates any of the provisions of this Plan shall be deemed to have violated the provisions of the Code of the Town of Hull authorizing this Plan. Violators shall be subject to a fine of up to \$300.00, or such maximum fines as may be otherwise provided by law, whichever is greater. A violation of this Plan may also be penalized by a non-criminal disposition as provided for in M.G.L. C. 40, section 21 D and as provided for under Chapter 1 of the Code of the Town of Hull. Each day's violations shall constitute a separate violation. If any person or entity violates the provisions of this Plan, or causes damage to the dune or beach, including but not limited to physically damaging or destroying the access control structures, signs, and beach grass, or lowering the elevation of the dune, the Town may initiate civil action against such person or entity to protect the dune and beach system, and to restore the same. Nothing contained herein shall however, operate to limit civil actions or criminal prosecutions which the Town may take under this Plan, or any other applicable law, rule, regulation or right.

8. DEFINITIONS

Access Control Structure or Walkway is a constructed means of crossing the Primary Dune Area in accordance with drawings approved by the Hull Board of Selectmen, the Town Manager, and permitted by the Conservation Commission.

Barrier Beach is a narrow, low-lying strip of land generally consisting of coastal beaches and dunes extending roughly parallel to the trend of the coast. It is separated from the mainland by a narrow body of fresh, brackish, or saline water or a marsh system. A barrier beach may be joined to the mainland at one or both ends.

Beach Area is that area between the extreme low tide line and the seaward edge of the Primary Dune as hereinafter defined. This definition is consistent with "coastal beach" as defined in the Wetlands Protection Act Regulations.

Beach Profile is a cross-section taken perpendicular to a given beach contour; the profile may include the face of a dune or sea wall, extend over the backshore, across the foreshore, and seaward underwater into the nearshore zone.

Coastal Beach is unconsolidated sediment subject to wave, tidal and coastal storm action which forms the gently sloping shore of a body of salt water and includes tidal flats. Coastal beaches extend from the mean low water line landward to the dune line, coastal bankline, or the seaward edge of existing man-made structures, when these structures replace one of the above listed lines, whichever is closer to the ocean.

Conservation Administrator shall mean a person knowledgeable of the beach, the dunes and their care retained by the Town of Hull. In any periods during which no such expert is regularly retained, it shall mean such other knowledgeable person designated by the Town Manager.

Debris means any man-made substance either washed up or left behind on the beach. Examples include balloons, plastic bags, buoys, lobster traps, cigarette butts and pilings. It does not include natural vegetation or seaweed known as wrack.

Coastal Dune means any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash. Coastal dune also means sediment deposited by artificial means, and serving the purpose of storm damage prevention or flood control. This definition is consistent with "coastal dune" as defined in the Wetlands Protection Act Regulations.

Landward Edge of the Primary Dune is the intersection line of the backslope of the dune and the grade of the land extending from the easterly line of Beach Avenue where Beach Avenue is constructed, or the westerly side of Beach Avenue as shown on the Town of Hull Assessors map where Beach Avenue is not constructed adjoining oceanfront properties.

Natural Vegetation shall include the terms "native vegetation" or "indigenous vegetation". Specifically, it shall include such plants as beachgrass (*Ammophila breviligulata*), dusty miller (*Artemisia stelleriana*), sea rocket (*Cakile edentula*), seaside goldenrod (*Solidago sempervirens*), bayberry (*Myrica pensylvanica*), beach pea (*Lathyrus japonicus*), salt-spray rose (*Rosa rugosa*), or seaside spurge (*Euphorbia polygonifolia*), or any other plants which normally grow in sand, or may be planted on the slopes of dunes or behind them, no distinction being made as to how such plants are introduced into their location.

Primary Dune, or primary frontal dune, is the coastal dune closest to the beach.

Relative Sea Level Rise is the combination of worldwide (eustatic) sea level rise and glacioisostatic adjustment of a landmass. On average, in quantitative terms over the past sixty years Massachusetts has been sinking at a rate of 1.9mm per year (0.0062 ft/year) while the ocean has been rising at 1mm per year (0.003 ft/yr), resulting in an approximate rate of relative sea level rise in Massachusetts of one vertical foot every 100 years. This rate of sea level rise does not include any projected increases resulting from climate change.

Sand Fence shall include the term "snow fence" of a barricade type, erected in a line or a pattern to accumulate sand and aid in the formation of a dune. It also may be used to direct the flow of pedestrian traffic. The following types shall be used: picket type consisting of light wooden fence held together by wire, and secured by posts; such other material as may be designed and approved for the same purpose by the Hull Board of Selectmen, the Town Manager, and the Conservation Commission.

Seaward Edge of the Primary Dune is the intersection line between the foreslope of the dune and the gradient of the beach area, the vegetation line, or the upper drift line, whichever is the more easterly or seaward.

Seaweed is any of numerous marine plants and algae, such as Irish moss (*Chondrus crispus*), kelps (*Laminaria spp.*, *Alaria esculenta*; *Agarum cribrosum*); rockweeds, (*Fucus spp*) various species of brown algae growing attached to intertidal rocks; sea lettuce (*Ulva lactuca*); and deadman's fingers (*Codium fragile*).

Storm Emergency is a situation so declared by the public authority having the jurisdiction and authority to declare an emergency.

Summer Season is Memorial Day through Labor Day.

Upper Drift Line or Wrack Line is that line produced by the winter spring tides (highest tides of the year) which contain natural deposits of ocean borne debris/flotsam such as seaweed and the seeds, rhizomes, or detached plants, which can germinate and/or grow to produce a zone of new dune vegetation.

Vegetation Line is that line separating the most seaward extent of naturally occurring or planted salt tolerant plants from the beach.

Wrack or Drift Line is washed-up marine vegetation and organic material deposited on the backshore during high tides and storms. These deposits often contain fragments and seeds of dune plants, which are beneficial to dune redevelopment.

9. BIBLIOGRAPHY

The Guidelines for Barrier Beach Management in Massachusetts, A Report of the Massachusetts Barrier Beach Task Force (MCZM, 1994) was utilized as a reference document for resource impact information and some general recommendations in this Beach Management Plan.

The Wetlands Protection Act Regulations are found in 310 Code of Massachusetts Regulations 10.00.

The Wetlands Protection Act is found at Massachusetts General Laws Chapter 131, Section 40.

Appendix A

The Formation of Nantasket Beach

"Formerly isolated drumlins, more or less eroded by the sea, may thus be tied together by sand beaches, as has been the case on the Massachusetts coast, in the formation of Nantasket beach. Here beaches have in some cases been built so rapidly that the old cliffs have been protected from further erosion, and thus drumlins in various stages of dissection, but now some distance inland from the shore, enter into the construction of this remarkable land-mass."

Amadeus William Grabau. A Textbook of Geology. D.C. Heath & Co., Boston and New York, 1920

In 1907, Professor, D. W. Johnson of Harvard's Department of Geology and Geography taught an advanced course in Physiography, which included the investigation of shoreline topography. One of his three students, Mr. W. G. Reed, Jr. chose Nantasket Beach as his subject. Later that year Reed presented his paper on the development of Nantasket Beach in New York at a meeting of the geologists of the eastern United States. The resulting paper, "The form of Nantasket Beach" authored by D. W. Johnson and W. G., Reed, Jr. was published in 1910 in the Journal of Geology (vol. 18, p. 162). The paper described the successive stages by which a number of "lost" and eroded drumlins contributed to the formation of Nantasket Beach by the "cutting back and tying together of these drumlins." Theirs remains a classic on the subject and Hull, with its drumlin-dominated topography, comprises a classic post-glacial depositional landscape.

Drumlins are low, smoothly rounded, and elongated hills made up of compacted glacial till that has been sculpted beneath the ice of a moving ice sheet or glacier. Drumlins can either exist singularly or in a group; a group of drumlins is called a swarm. There are over 200 drumlins in the Boston area with about 30 or so "drowned" drumlins making up many of the islands in Boston Harbor. According to the National Park Service, "The Boston Harbor Islands are a geological rarity, part of the only drumlin swarm in the United States that intersects a coastline."

In addition to these "drowned" drumlins there are also "lost" drumlins that have been completely eroded. Many of the "lost" drumlins contributed to the formation of not only Nantasket Beach, but also all of Hull from Atlantic Hill north, which consists of a barrier beach.

The following illustrations show how the "lost" drumlins (in dotted lines) contributed to the creation of Hull's barrier beach and are from Grabau's Textbook of Geology, which were reproduced from the studies of D. W. Johnson and W. G. Reed, Jr. (Figs. 1 to 6).

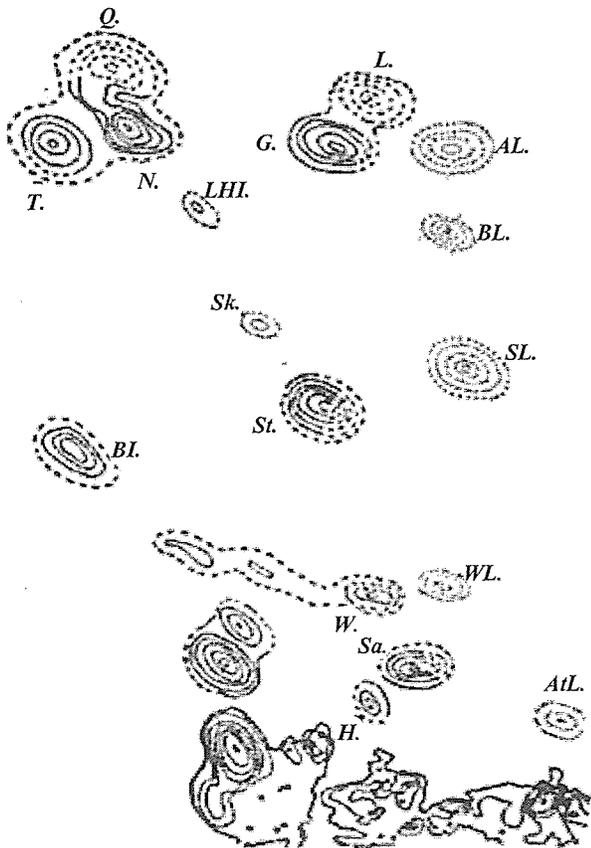
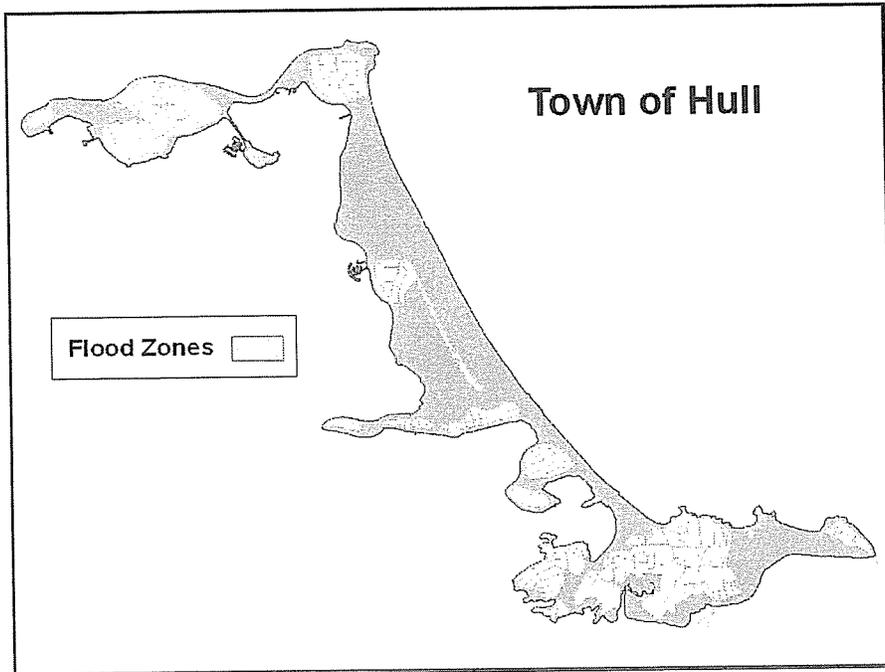


FIG. 727. — Development of Nantasket Beach. (After Johnson and Reed.) First stage, original drumlins restored. Restoration in dotted lines.

- AL. Allerton Lost Drumlin
- AIL. Atlantic Lost Drumlin
- BL. Bayside Lost Drumlin
- BI. Bumkin Island
- G. Great Hill
- H. Hampton Hill
- L. Little Hill
- LHI. Little Hog Island
- N. Nantasket Hill
- Q. Quarter Ledge
- Sa. Sagamore Head
- Sk. Skull Head
- SL. Strawberry Lost Drumlin
- St. Strawberry Hill
- T. Thornbush Hill
- W. White Head
- WL. White Head Lost Drumlin
- WP. Windmill Point Sand Spit

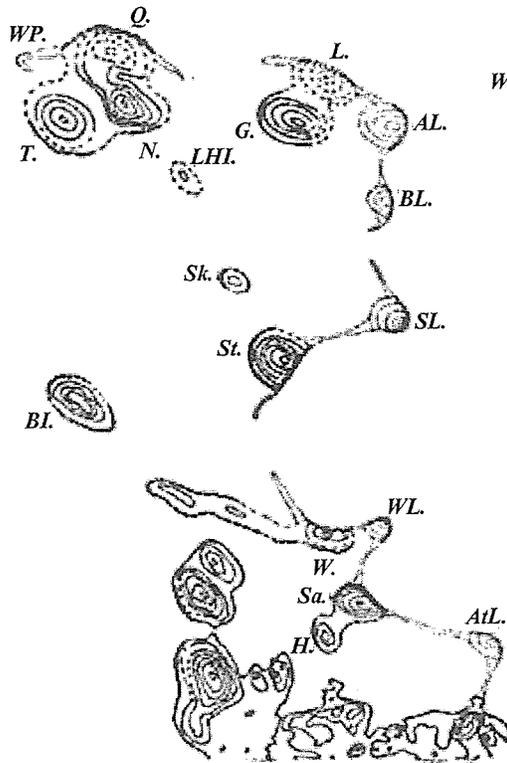


Fig. 2. 2nd Stage. Early erosion and connection of some of the drumlins by large bars or tombolos.

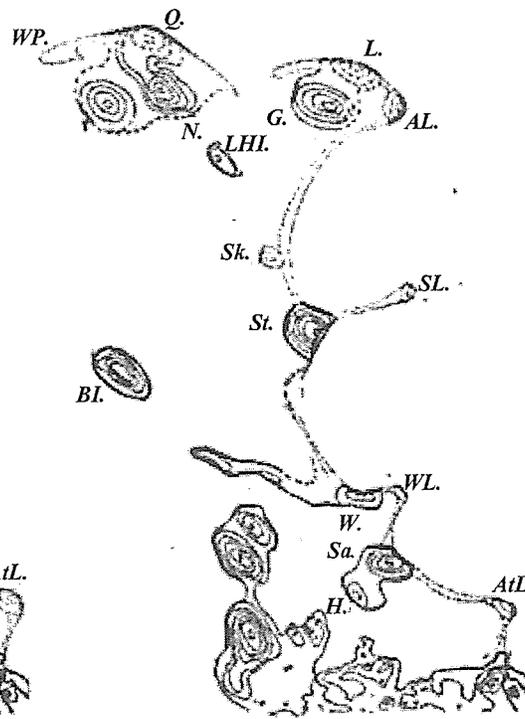


Fig. 3. 3rd Stage. Further connection of eroded drumlins by beaches.

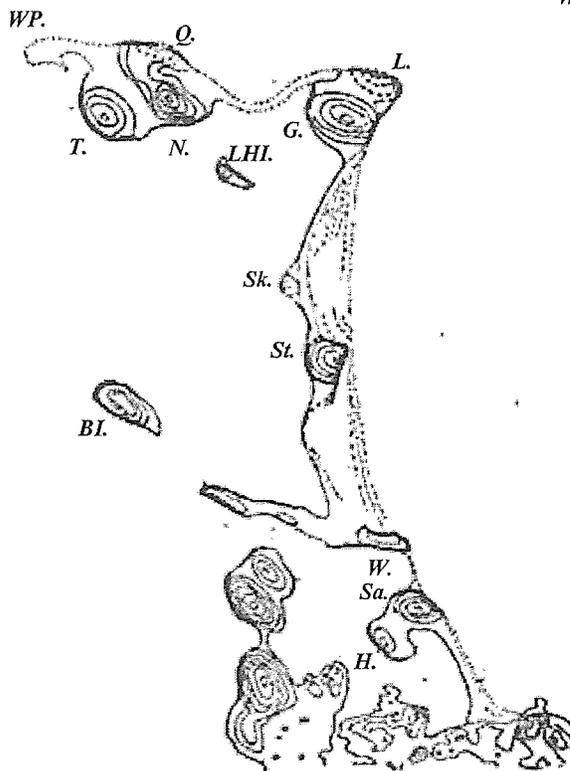


Fig. 4. 4th Stage. Development of beach-ridge and beach-plain.

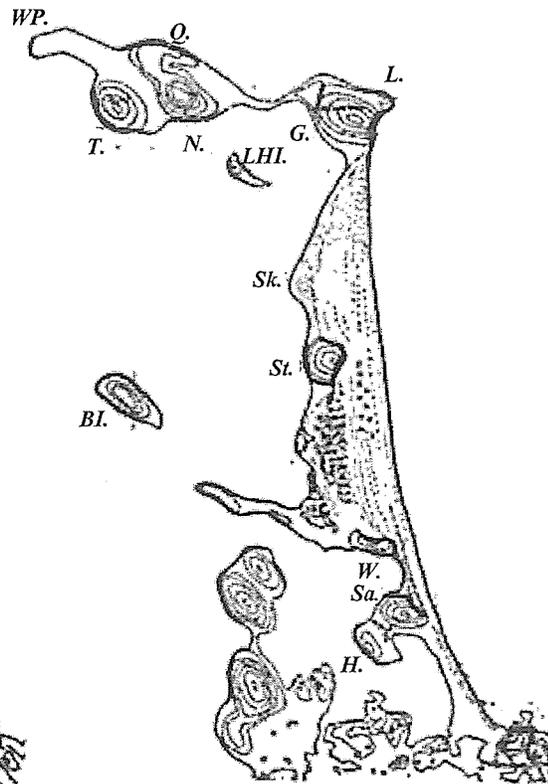


Fig. 5. 5th Stage. The modern beach. Consisting of old cliffed drumlins with broad beach-plain.

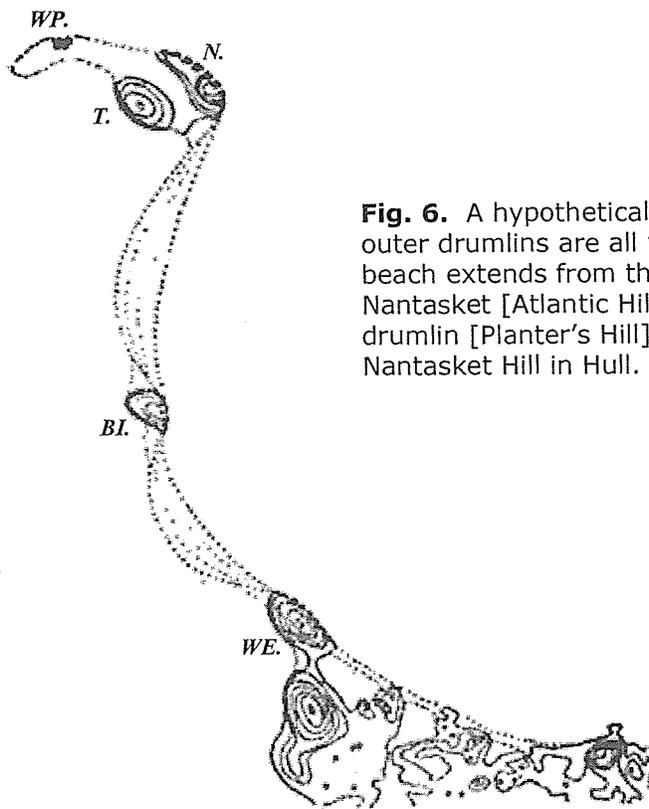
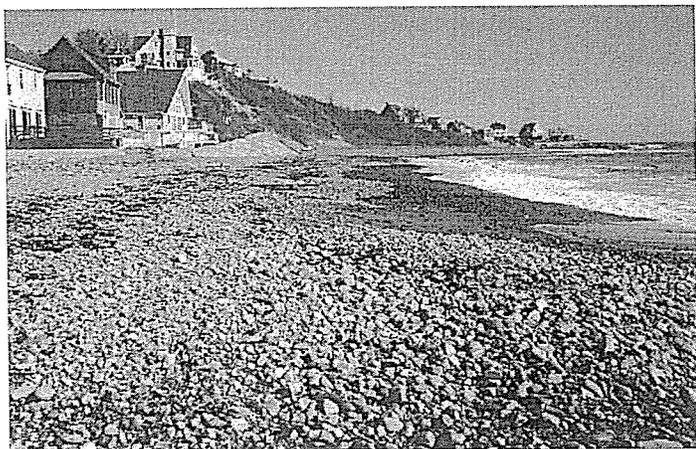
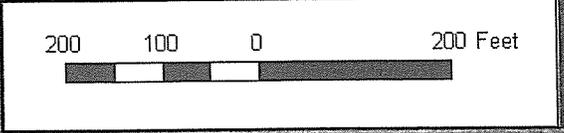


Fig. 6. A hypothetical future stage. The outer drumlins are all worn away and the beach extends from the rocky ridges at Nantasket [Atlantic Hill] to World's End drumlin [Planter's Hill] and thence to Nantasket Hill in Hull.



The Allerton Hill drumlin, once a source of sediment for North Nantasket beach, is armored with a revetment and can no longer continue to contribute sediment to North Nantasket beach.





North Nantasket Beach
Management Plan



MAP 1. Phipps St. to Kenberma St. of Plan Area.

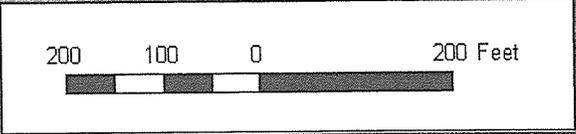


200 100 0 200 Feet

North Nantasket Beach
Management Plan



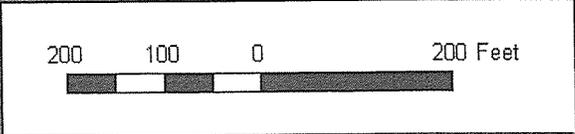
MAP 2. Kenberma St. to Coburn St. of Plan Area.



North Nantasket Beach
Management Plan



MAP 3. Coburn St. to A Street of Plan Area.



North Nantasket Beach
Management Plan



MAP 4. A Street to H Street of Plan Area.

200 100 0 200 Feet



North Nantasket Beach Management Plan



MAP 5. H Street to Q Street of Plan Area.

200 100 0 200 Feet



North Nantasket Beach Management Plan



MAP 6. Q Street to W Street of Plan Area.



MAP 7. W Street to Northern Limit of Plan Area.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST REGIONAL OFFICE
20 RIVERSIDE DRIVE, LAKEVILLE, MA 02347 508-946-2700

DEVAL L. PATRICK
Governor

IAN A. BOWLES
Secretary

TIMOTHY P. MURRAY
Lieutenant Governor

LAURIE BURT
Commissioner

17 SEP 2007

Hull Conservation Commission
253 Atlantic Avenue
Hull, Massachusetts 02045

RE: HULL—Wetlands
Technical Assistance
Shoreline from L to X Streets

Dear Commissioners:

Upon a request from your Commission for technical assistance, Jim Mahala from the Department of Environmental Protection (DEP), Southeast Regional Office met with several members of the Conservation Commission, Commission staff, Chairman from the Board of Selectmen, Town Manager, Town Counsel, Chairwoman of the Beach Management Committee, and the environmental consultant hired by the Town to help prepare the Town's Beach Management Plan for Nantasket Beach (the "Beach Management Plan Consultant"), on July 16, 2007. Members of the staff of the Massachusetts Office of Coastal Zone Management (CZM) also attended. The meeting resulted from the Town's request that the Department provide technical assistance to the Conservation Commission relative to what might be allowable under the Wetlands Protection Act Regulations to minimize storm damage as a result of sediment (mostly cobble with some sand) accumulation in front of an existing vertical seawall, which sediment tends to ramp up over the wall and the cobbles may act as projectiles during storm events. We understand that the Town has previously excavated and relocated cobble in front of the seawall and deposited the cobble near the low tide line in an attempt to reduce storm damage.

Following a brief discussion at Town Hall, participants walked the beach from X Street to L Street and observed the conditions of the beach, sediment type, presence and density of vegetation and viewed the extent to which the seawall is exposed along the shoreline. As a result of the meeting and on-site inspection, DEP has the following suggestions and recommendations for your consideration. Note, however, this letter is not an approval or other authorization for any activities related to managing the beach, and it is without prejudice to the claims of the Commonwealth for past environmental violations there.

As you are aware, Nantasket Beach is a densely developed barrier beach with much of the barrier subject to coastal storm flowage. As you know, residing alongside the ocean comes with its risks. Northeasters and hurricanes are capable of causing substantial damage to conventional structures due to wave action and storm surge, flooding and overwash can result in damage to structures located landward of the oceanfront, and over the longer-term sea level rise will likely exacerbate the threat to buildings and infrastructure on the barrier beach. Elimination of the

This information is available in alternate format. Call Donald M. Gomes, ADA Coordinator at 617-556-1057. TDD Service - 1-800-292-2107.

DEP on the World Wide Web: <http://www.mass.gov/dep>

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 18, 2015

ACTION

DATE ACTION REQUESTED: September 21, 2015

DISCUSSION ONLY

SUBJECT: Future weekly collection and disposal of Municipal Solid Waste ("MSW") and the biweekly collection of recyclable materials.

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

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

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

Below are three options the Board could take:

- 1) Extend existing contract with Waste Management for an additional seven (7) years with or without program changes.
- 2) Set up a committee to make recommendations for changes to existing program.
- 3) Request proposals from Waste collection contractors for pricing on different programs. See attached draft RFP.

RECOMMENDATION: Work with Waste Management Inc. (WM) to explore modifications and improvements to our existing program and develop an agreement for BOS approval to extend our existing contract for an additional seven (7) years.

PROPOSED MOTION: I move to direct the Town Manager to work with Waste Management Inc. (WM) to explore modifications and improvements to our existing program and develop an agreement for BOS approval to extend our existing contract for an additional seven (7) years.

FISCAL IMPACT: \$1,475,000

DEPARTMENT LINE ITEM ACCOUNT: 100.0305.9005

BALANCE IN LINE ITEM IF APPROVED: \$1,475,000

PREPARED BY: _____

REVIEWED BY: _____

A handwritten signature in black ink, appearing to be 'A. Smith', written over the 'REVIEWED BY' line.

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

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

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

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

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

Waste Management Provisions:

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

BBI Provisions:

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

Pine Tree Waste Provisions:

- 1) Bulky waste fees for Item C are \$25 per item.

Corcoran Environmental Provisions:

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

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

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

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

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

1. Definitions.

- A. Municipal Solid Waste. All types of residential solid waste (excluding Hazardous Waste) such as garbage, rubbish, trash etc. generated by the households within the Town, including Bulky Waste, food waste (animal, vegetable or mineral matter derived from the preparation or packaging of foodstuffs), combustibles such as paper, wood etc. and non combustibles such as metal, stone dirt etc. All such municipal solid waste referred to hereinafter as “MSW”.
- B. Recyclable Materials (Recyclables). Newspaper combined with mixed paper, glass, metal cans (aluminum and tin), plastic materials (#1 HDPE and #2 PET plastics), magazines and empty aerosol cans, aseptic packing including milk cartons mixed in with commingled containers and other such materials as the Town may agree to in writing from time to time.
- C. Recycling Collection Services. Those services to be performed by Contractor as follows: (a) the collection of Recyclable Materials from locations specifically designated by the parties; (b) processing of Recyclable Materials which include the sorting and preparation of Recyclable Materials for marketing at the processing center; and (c) marketing of the Recyclable Materials.
- D. Resident. A resident of the Town, including a manager or designated party of a mutli-family residential complex of five units or greater or residents of year round and seasonal mobile homes and trailer parks as well as year-round and seasonal cottage colonies and campgrounds.

- E. Residence. A dwelling unit such as a home, mobile home, cottage, or a multifamily dwelling of four or less units, not including hotels or motels.
- F. Approved Residence User. Any occupant of a single through four-family residence.
- G. Processing Center. Location for the purpose of sorting and preparing Recyclable Materials (as defined herein) for sale.
- H. Hazardous Materials. Wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics or other special waste as designated by law or agreed to by the parties.
- I. Bulky Waste. A large item or bundle, other than commercial construction debris or hazardous material.

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

- A. Contract Period: The term of this Agreement shall be for a period of eight (8) years commencing July 1, 2008 and ending June 30, 2016 or other such date as the parties may agree to in writing. The term of this Agreement may be renewed for seven (7) years by mutual agreement of the parties. Said renewal shall be exercised by written amendment signed by the parties at least two hundred and forty (240) days prior to the termination of the initial term or any renewal term.
- B. Non-Assignment of Contract: The Contractor shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Public Works Director, which approval shall not be unreasonably withheld. Contractor may assign this Agreement without Town's consent to an affiliate or pursuant to a reorganization, merger or transfer of substantially all of the assets of Contractor.
- C. Secured Disposal Site Contract: The Contractor shall provide evidence within thirty (30) days of the award of the Contract that demonstrates their contractual access to one or more approved disposal and/or recycling facilities to dispose of the Town's MSW/Recyclable Materials for the duration of the eight (8) year contract. Such access shall provide for disposal of MSW/Recyclable Materials in the volume identified in Appendix B, including the capacity to handle anticipated increases in volume due to annual seasonal fluctuations. The MSW/Recyclable Materials facility(ies) so designated must be licensed and/or authorized by either the State of New Hampshire or State of Maine and the municipality within which it is located. **Proof of such contractual access to an approved facility(ies), as set forth herein, shall include photocopies of existing signed contracts evincing the availability of the disposal site(s), and the Proposer's**

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

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

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

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

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

- A. Invoices: Separate invoices shall be mailed monthly to the attention of the Director of Public Works, 186 York Street, York, Maine 03909 monthly for One-Twelfth (1/12th) of the annual contract price for MSW/Recyclable Materials collection and disposal contract.
- B. Payment: Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
- C. Contract Amount: The annual Contract amount for services rendered hereunder is \$1,073,600 for the initial year. Thereafter the annual contract price for collection and disposal of MSW/Recyclable Materials may increase on an annual basis starting July 1st of each succeeding year of the Contract, beginning July 1, 2009. The rate of annual increase will be based upon U.S. Department of Labor CPI-W, All City Average for December of the previous year. The annual contract price increase shall be adjusted for new stops added during the previous year. The number of new stops will be determined by the number of occupancy permits issued by the town. The annual Contract amount will be adjusted by the current rate per unit in the Contract,

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

- D. Fuel Cost Adjustments to Contract Amount: Contractor and Town shall be entitled to an equitable adjustment to Contract Price, subject to changes in costs associated with fuel on an annual basis. The adjustment is to be based on the increase or decrease in diesel fuel cost, as measured by the U.S. Department of Energy (website-<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England Region, as measured against the baseline cost of \$3.48 per gallon (including taxes). The increase or decrease from the baseline as determined herein shall be applied to the fixed volume of fuel to be used of 2,350 gallon per month. The resulting calculation shall be added or subtracted from the monthly contract amount. Adjustment will be made annually effective July 1 and will be based upon the average cost of diesel fuel for the full calendar year prior to the adjustment (2008 for the 7/1/09 adjustment).
- E. Penalty: In the event of a failure by the Contractor to complete the collection program for a particular day's route due to mechanical breakdown or other problems, the Public Works Director may employ the services of others to complete the day's route or until such a time as the problem has been resolved to said Director's satisfaction. The expense so incurred by the town to perform these services shall be deducted from the next payment to the Contractor. No penalty shall be assigned for failure to collect during inclement weather.. The definition of inclement weather and associate procedures are specified in Section 5. E. b. herein below.
- F. Change in Law: The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances or regulations. If the contractor applies for an increase, the contractor must provide a 60-day written notice of that increase, to the Town. Any such increase will not take effect until the next fiscal year in order that the Town may secure all required approvals for inclusion into the municipal budget. If both parties do not agree to a negotiated amount then the issue shall be resolved through an arbitrator

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

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

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

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

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

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

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

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

- D. Handling and Disposal Standards:

- (a) The Contractor agrees that the packing unit of the collection body will be frequently operated to prevent rubbish and other litter from being deposited or blown from the collection hopper into the travel way.
- (b) In emptying MSW and or Recyclable receptacles, the Contractor and his/her employees shall place, not drop or throw, the receptacles or their covers on the sidewalks or any other place and shall not handle the receptacles so as to damage them. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.

- (c) Litter. All MSW and Recyclable Materials hauled by the Contractor shall be so contained, tied, or enclosed so that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter and Contractor shall be responsible for any costs of cleanup, which may be incurred by the Town.
- (d) Any MSW or Recyclable Materials dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- (e) No MSW or Recycling collection truck, with the exception of the satellite vehicle collecting from small public and private roads, shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the MSW or Recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Public Works Director's office shall be notified immediately.

E. Collection Schedule:

- (a) Time of Collection. Curbside collection of MSW/Recyclable Materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 6:00 P.M. on any scheduled collection day. The Contractor shall collect once weekly all MSW placed at the curbside or other specifically designated locations. The Contractor shall collect once every other week all Recyclable Materials placed at the curbside or other specifically designated locations.
- (b) Weather Conditions. The Contractor will not collect MSW/Recyclable Materials on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled MSW/Recyclable Material collection. The Contractor will reschedule the missed collection day on the first Saturday following the canceled collection day, unless that Saturday falls on Christmas Day or Thanksgiving Day. In the event that the rescheduled collection day falls on either of these holidays, collection shall be postponed to the regularly scheduled collection day of the following week.
- (c) Holidays. Collection of MSW/Recyclable Material will not occur Thanksgiving Day or Christmas Day. Regularly scheduled collection of MSW/Recyclable Material falling on either of these holidays will occur on the first Saturday following the scheduled holiday. Full service will be provided in the normal course on all other holidays.
- (d) Employees and Complaints. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or directly by the Contractor.

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

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

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

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

A. Equipment Inventory

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

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

- (b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Contractor shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided with the Proposal.
- (c) Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be supplied to the town.

B. Equipment Specifications:

- (a) The Contractor shall use all metal, watertight, completely enclosed “packer type” vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect MSW under the Contract. The level of compaction shall at all times be equal to that published by the vehicle’s manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume.
- (b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- (c) All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor’s customer service office.
- (d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclable Materials during collection.
- (e) All vehicles shall be inspected prior to the beginning of the Contract period by an authorized State of Maine or New Hampshire inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- (f) All MSW and Recyclable Materials shall be collected by vehicles, shall be emptied and void of all MSW or Recyclable Materials or other material prior to the commencement of a day’s collection route.

C. Equipment Failure: Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

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

- A. No collection is required from inside any building.
- B. MSW and/or Recyclable Materials shall be placed at the curb no later 7:00am, prevailing time, on the day of collection and the Contractor shall commence collections at that time. The Contractor shall fully complete all daily route collections by 6:00 pm.
- C. The Contractor shall make all collections in hydraulically operated-type trucks. The Public Works Director may waive this requirement for collections in areas served only by substandard roads. In emptying MSW and/or Recyclable containers, the Contractor and his/her employees shall place, not drop or throw the containers or bins on sidewalks, within two (2) feet of the travel way or within driveways. All receptacles shall be placed in an upright position at curbside after being emptied. No scavenging shall be performed or permitted along the streets and all refuse dropped in handling shall be picked up by the Contractors' employees.
- D. The Contractor shall be responsible for any damaged trash containers if, in the opinion of the Director of Public Works, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street, with the exception of the satellite vehicle collecting from small public and private roads, in the Town or in any other place within the Town boundary without prior notice to the Director of Public Works.
- E. Refusal to Pick up. If, in the opinion of the Contractor or his/her employees, the MSW and/or Recyclable Materials at any residence covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or the terms of the Contract, the waste and/or recyclable container(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Department. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
- F. The Contractor shall refuse to make pickups under the following circumstances: If a Resident or complex does not properly segregate Recyclable Materials, the Contractor will not make the pickup. At the time of refusal, the Contractor will issue a notice to the Resident or complex, which contains instructions for the proper segregation of Recyclable Materials.
- G. The Contractor will provide a copy of each such notice to the Public Works Department. If a Resident receives two (2) such notices in one year, the Contractor shall report the matter to the Director of Public Works for enforcement action, and the Contractor shall continue all pickups from that Residence or complex.
- H. All MSW collected pursuant to these specifications shall be collected by vehicles which shall be emptied and void of all waste prior to commencement of a collection day route. No out-of-town waste shall be mixed with the Town waste by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Workers Compensation Insurance: For the duration of the Contract, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Contract as awarded pursuant to these specifications set forth herein and as required by the laws of Maine. If work is subcontracted, the Contractor shall require the subcontractor to similarly provide Workers Compensation insurance for all of its employees engaged in performing services under the Contract, unless such employees are covered under the Contractor's Workers Compensation policy. In the event any class of employees engages in hazardous work under the Workman's Compensation statute, the Contractor shall provide adequate insurance coverage for the protection of such employees not otherwise covered. All insurance coverage shall be in accordance with the State of Maine laws as amended during the term of the Contract and the requirements of the Industrial Accident Commission.
- B. Health Insurance Coverage: The Contractor shall also provide to the Town evidence of health insurance coverage provided to the Contractor's employees.
- C. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:
 - (a) Automotive Liability Insurance: The Contractor shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of Four Hundred Thousand Dollars (\$400,000) for bodily injury per occurrence, and minimum liability coverage in the amount of Fifty Thousand Dollars (\$50,000) per occurrence for property damage, with an aggregate limit of One Hundred Thousand Dollars (\$100,000) for property damage, or in such other amounts as the Town may reasonably require from time to time.
 - (b) Liability Insurance: The Contractor shall purchase and maintain liability for bodily injury, including accidental death in the amount of One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) on account for one occurrence and an aggregate limit of Three Million Dollars (\$3,000,000).
 - (c) Liability for property damage: The Contractor shall purchase and maintain liability insurance providing minimum liability coverage for property damage in the amount of One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Three Million Dollars (\$3,000,000).
 - (d) Pollution Liability Insurance: The Contractor shall purchase and maintain pollution liability insurance in the coverage amount of not less than One Million Dollars (\$1,000,000).
 - (e) Umbrella policy: The Contractor shall purchase and maintain an umbrella policy in the amount of Five Million Dollars (\$5,000,000) covering the underlying policies.

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

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

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

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

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

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

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

Hampton, New Hampshire 03842
Attention: General Counsel

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

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

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

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

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

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

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

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

32. Termination:

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

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

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

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

- a) strikes or work stoppages at the facility in excess of 10 days;
- b) any destruction of or damage to or any interruptions, suspension or interference with the operation of the facility caused by:
 - i. acts of god, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
 - ii. acts of the public enemy, wars, blockades, insurrections, riots, arrests, restraints of governments and people, civil disturbances or similar occurrences;
- c) any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations, which prohibit the operation of the facility.
- d) Suspension, termination or interruption of utilities.

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

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

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

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

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

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

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

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

By: _____
Paul Pengeroth, Market Area General Manager

TOWN OF YORK, MAINE

By: _____
Rob Yandow, Town Manager

TOWN OF YORK

REQUEST FOR SEALED PROPOSALS:

CONTRACT FOR SOLID WASTE and RECYCLING MATERIALS COLLECTION and DISPOSAL SERVICES

November 1, 2015

SECTION 1: NOTICE TO PROPOSERS

The Town Manager of the Town of York, Maine, will receive sealed proposals until 10:00 A.M., on November 30, 2015, at the Town Manager's Office, York Town Hall, 186 York Street, York, Maine 03909, for a **Solid Waste and Recycling Materials Collection and Disposal Services Contract**.

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

All timely proposals will be opened and read aloud at the York Town Hall at 10:00 A.M. on November 30, 2015.

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

A mandatory pre-proposal meeting will be held at the York Town Hall at 9:00 A.M. on Tuesday, November 20, 2015. Failure to attend the pre-proposal meeting disqualifies the proposer from the proposal process.

SECTION 1: INTRODUCTION

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

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

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

SECTION 2: PROPOSAL GUIDELINES AND REQUIREMENTS

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

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

the Town seeks five alternative proposals, as follows:

Item A: Base Service Proposal

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

Item B: Alternate Proposal No. 1

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

Item C: Alternate Proposal No. 2

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

Item D: Alternate Proposal No. 3

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

Item E: Alternate Proposal #4

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

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

SECTION 3: PROPOSAL SPECIFICATIONS

3.1. Proposal Compliance

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

3.2. Addenda and Interpretations

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

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

3.3. Contractor Qualifications

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

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

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

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

3.4. Proposer Responsibilities

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

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

(c) Each Proposal must be accompanied by a deposit of Five Percent (5%) of the Base Proposal as presented in Appendix C, Item A, on the enclosed proposal form. The deposit may be

presented in the form of a properly certified check, bank treasurer's check, bank money order, cash, or a proposal bond. Checks and money orders shall be made payable to the Town of York and will be held in escrow in a non-interest bearing account. Such deposits will be returned to Proposers not selected within a reasonable period following the award and signing of the Contract.

3.5. Basis for Acceptance or Rejection

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

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

3.6. Exceptions to Proposals

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

3.7. Additional Data

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

3.8. References

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

SECTION 4: CONTRACT REQUIREMENTS

4.1. Term of Contract

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

4.2. Non-Assignment of Contract

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

4.3. Secured Disposal Site Contract

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

4.4. Contract Administration

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

4.5. Invoice and Payment

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

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

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

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

SECTION 5: WASTE COLLECTION INFORMATION

5.1. Locations and Number of Stops

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

5.2. Collection from Public and Private Roads

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

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

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

5.3. Route Map

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

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

5.4. Collection Procedures

(a) In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet of the travel way or within driveways. The Contractor shall be responsible for all damaged solid waste

containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.

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

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

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

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

5.5. Collection Schedule

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

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

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

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

5.6. Customer Service Center

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

SECTION 6: EQUIPMENT REQUIREMENTS

6.1. Equipment Inventory

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

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

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

6.2. Equipment Specifications

(a) The Contractor shall use all metal, watertight, completely enclosed “packer type” vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle’s manufacturer. The compacting mechanism in the body of the vehicle

shall be capable of compressing the collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW/Recyclable material.

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

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

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

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

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

6.3. Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

SECTION 7: REQUIRED BONDS AND INSURANCE

7.1. Workers Compensation Insurance

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

7.2. Liability Insurance and Indemnification

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

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

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

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

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

7.3. Automotive Liability Insurance

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

7.4. Pollution Liability Insurance

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

7.5. Deductible Amount

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

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

7.6. Health Insurance Coverage

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

7.7. Failure to Enter into Contract: Forfeiture of Deposit

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

7.8. Performance Bond

In addition to the Alternative Proposals set forth above, each Proposer shall provide a quote for a performance bond in an amount equal to One Hundred Percent (100%) of the Contract Price, for the first twelve (12) calendar months of the Contract, and for subsequent twelve (12) month periods, for all its Alternative Proposals.

TOWN OF YORK

Residential Refuse and Recycling Collection/Disposal Proposal Form

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

NAME OF FIRM: _____

ADDRESS: _____

Item A: Base Service Proposal

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

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

Annual Price \$ _____

Annual Price In words: _____

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

Annual Price \$ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only

Annual Price \$ _____

Annual Price In words: _____

Item B: Alternate Proposal No. 1

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

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

Annual Price \$ _____

Annual Price In words: _____

2. Price Quote for collection/disposal of MSW only

Annual Price \$ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only

Annual Price \$ _____

Annual Price In words: _____

Item C: Alternate Proposal No. 2

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

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

Annual Price \$ _____

Annual Price In words: _____

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

Annual Price \$ _____

Annual Price In words: _____

3. Price quote for collection/disposal of Recyclables only

Annual Price \$ _____

Annual Price In words: _____

Item D: Alternate Proposal No. 3

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

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

Annual Price \$ _____

Annual Price In words: _____

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

Annual Price \$ _____

Annual Price In words: _____

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

Annual Price \$ _____

Annual Price In words: _____

Item E: Alternate Proposal #4

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

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

Annual Price \$ _____

Annual Price In words: _____

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

Annual Price \$ _____

Annual Price In words: _____

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

Annual Price \$ _____

Annual Price In words: _____

Performance Bond Quote

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

Annual Price \$ _____

Annual Price In words: _____

Additional Twelve Month Periods Price \$ _____

Additional Price in Words _____

NAME OF FIRM: _____

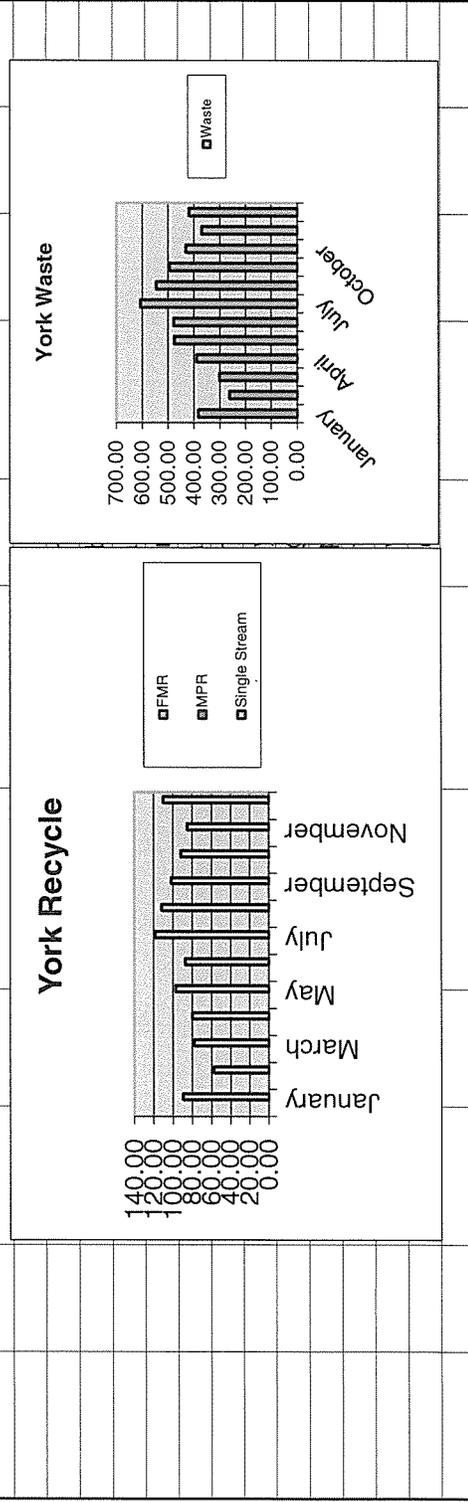
AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

TELEPHONE: _____ **DATE:** _____

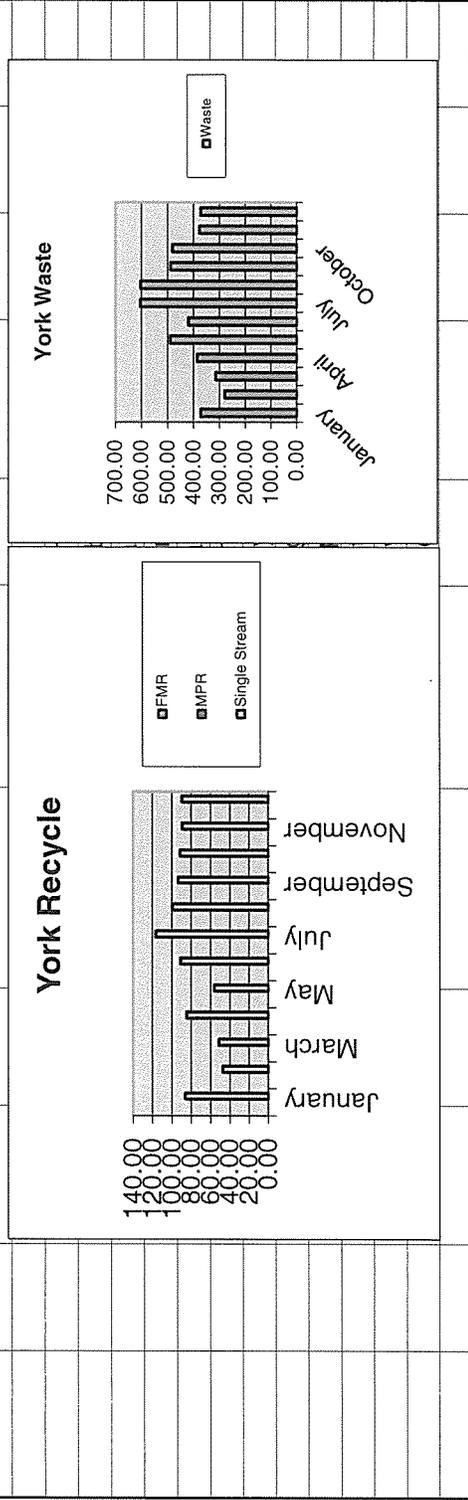
2014 Recycling and Solid Waste Totals by Month

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



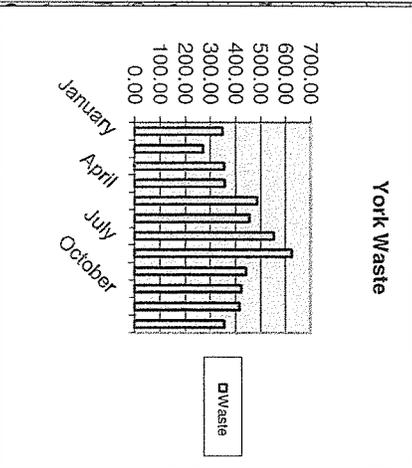
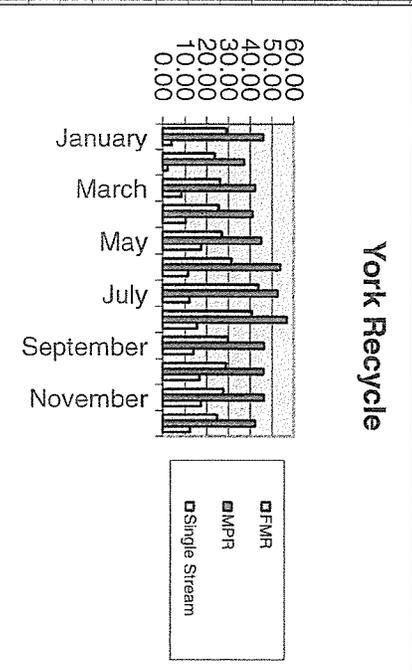
2013 Recycling and Solid Waste Totals by Month

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



2012 Recycling and Solid Waste Totals by Month

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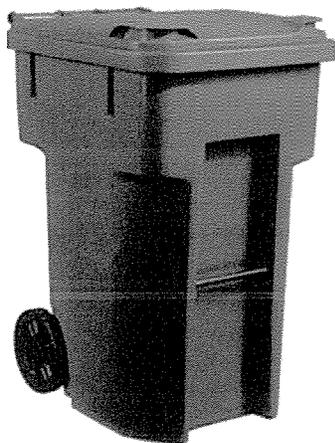


CASCADE
cart solutions

a cascade engineering company

Waste and Recycling Carts

DARK GREEN

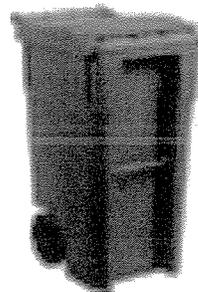


96 Gallon*

MEDIUM BLUE



64 Gallon*



35 Gallon



32 Gallon*



High quality injection molded plastic Cascade Carts are designed to withstand the toughest conditions in our industry. Backed with a 10 year non pro-rated warranty



Providing residents with a large recycling bin gives them the tools to maximize recycling. Smaller Cascade Carts for trash help minimize waste disposal costs and help to encourage recycling .



Fiberglass bars in front that are almost 4 times stronger than steel bars



Superior customer service with calls and emails returned quickly, quotes generated promptly, and reports provided in a timely manner.

** Now available in organics compatible models*



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

For more information

please call/text Wayne LaMalva at 774-287-7114

wayne.lamalva@cascadeng.com

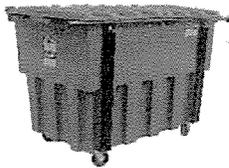
www.cascadecartsolutions.com



CASCADE
cart solutions

a cascade engineering company

Additional Products



Front and Rear Load Plastic Containers

ReCollect

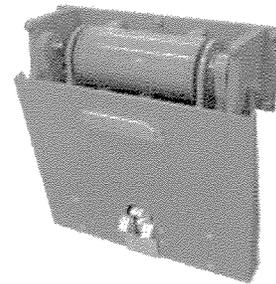
Communication service for waste and recycling schedules via email, text, phone or twitter. Easy to use and engages all generations.



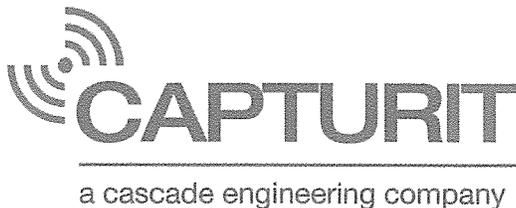
14 & 18 gallon Curbside Bins

CartLogic

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



ROTARY ACTUATOR LIFTERS
and
CYLINDER STYLE LIFTERS



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

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



WasteZero Imprinted Trash Bags

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

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

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

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

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

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

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

Countless customizable options

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

US-made bags, local service

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



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

Comprehensive WasteZero Trash Metering™ Programs

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

WasteZero Retail Store Distribution™

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

Capacity—It's in the Bag

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

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

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

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

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

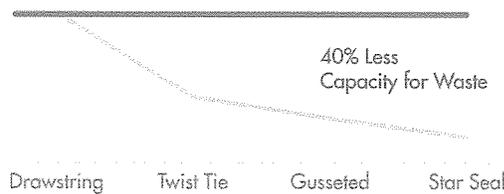


You want to know that you've got someone who knows what they're doing. Your bags are important to them. It's not like you're making 30 million bags and you're just going to run these quarter of a million bags for this community for some reason. It's nice that they know what's behind it.

Bob Fiore
Department of Public Works
Worcester, MA

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

WasteZero Bags: Less Plastic - More Capacity



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

Flat twist tie 11 gallons

Gusseted 10 gallons

Star seal 9 gallons

About WasteZero

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

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

Find out more at www.wastezero.com



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: September 17, 2015

ACTION

DATE ACTION REQUESTED: September 21, 2015

DISCUSSION ONLY

SUBJECT: MDOT Maintenance Facility

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Maine Department of Transportation needs to know if the Town is seriously interested in the possibility of acquiring the MDOT Maintenance Facility on Route One. If the Board is interested they will acquire an appraisal of the property. They have, apparently, divided off a lot along Route One – I have indicated the approximate area on an attached sheet. Before they spend money on an appraisal they want to know if the Town is interested both lots, or just the lot with the maintenance facility. The maintenance facility lot is subject to a tower “lease” that runs with the land.

I believe looking into acquisition of the facility, with indoor storage capacity for over a dozen vehicles, along with provisions for fueling and salt storage, is in the Town’s interest. I do not believe it would be necessary to acquire the parcel to the south because this lot could eventually be sold by the State to a private interest and therefore become a taxable commercial property, and it is a steep lot. Site costs will be high as the hillside is about 50’ high in this area. Certainly it can be blasted, but I don’t see any short-term needs that would be fulfilled by acquisition of that parcel.

Another option is that the Board expresses no interest in either of these parcels.

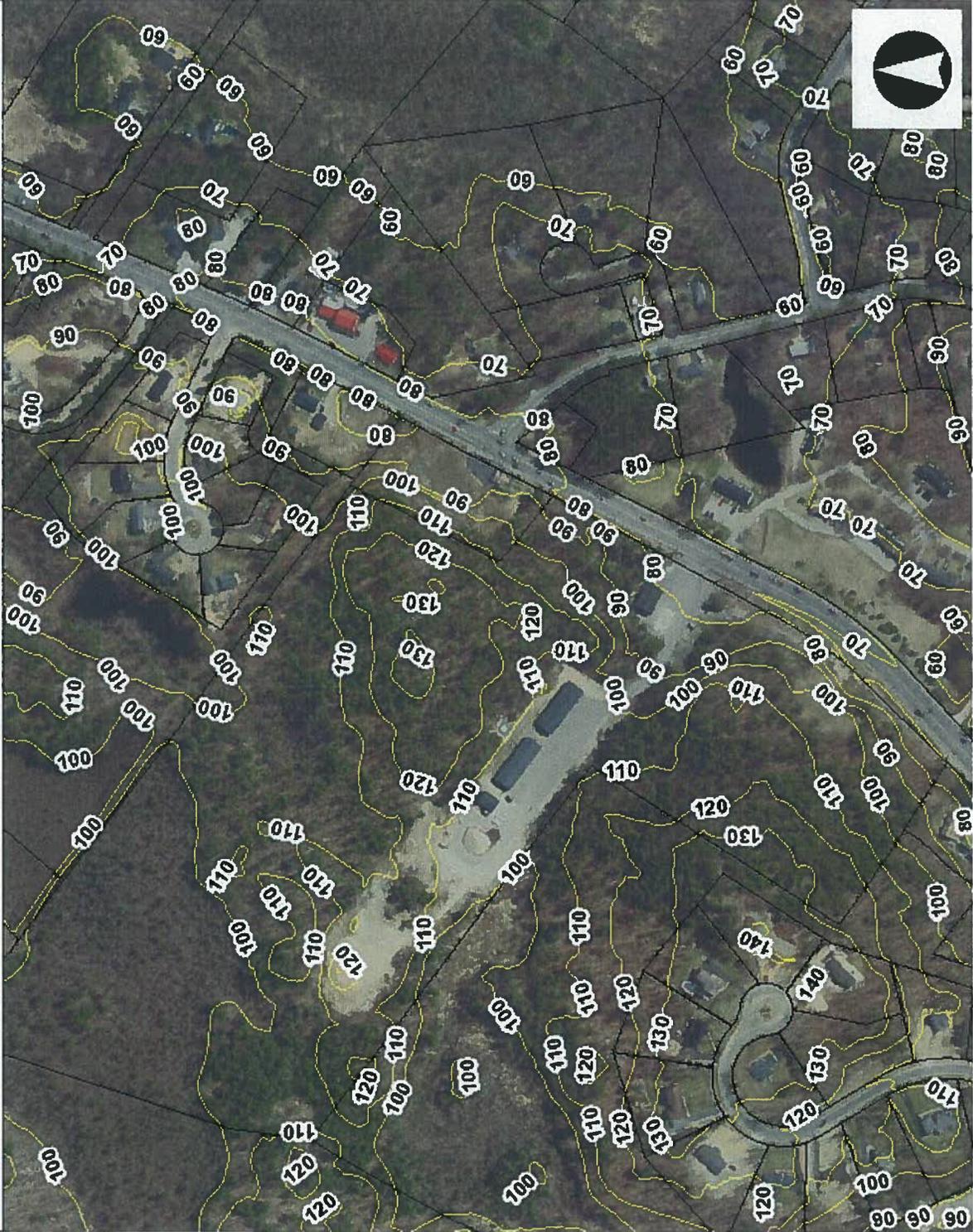
RECOMMENDATION: I recommend the Board express interest in the lot with the maintenance facility, but not the other lot.

PROPOSED MOTION: I move to direct the Town Manager to communicate to the Maine Department of Transportation the Town’s interest in the lot with the maintenance facility, but not the other lot which was split off.

PREPARED BY: Stephen H. Burns, Town Manager



Quick Map



Legend

- Parcels
- 10 foot Contours
- Neighboring Towns
- Atlantic Ocean
- 2005 Air Photo
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

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

**STATE OF MAINE
INTERAGENCY AGREEMENT
FOR YORK (DOT) LOT
(ADJACENT TO U.S. ROUTE 1)
BETWEEN TRANSPORTATION & OIT**

This Agreement, entered into this 29 day of July, 2010, is between the **Maine Department of Transportation** (hereafter referred to as "DOT") and the **State of Maine, Department of Administrative and Financial Services, Bureau of General Services on behalf of Office of Information Technology** (hereafter referred to as "OIT") pursuant to 5 MRS §1742, sub-§19-B.

In consideration of the mutual benefits and obligations, terms and conditions, set forth below, the parties agree as follows:

- 1. PREMISES SUBJECT TO THIS AGREEMENT.** A certain lot or parcel of land, being a Tower Agreement Area, located on the northwesterly side of, but not adjacent to, U.S. Route 1, in the Town of York, County of York, State of Maine, being more particularly bounded and described on "Exhibit A" and show on "Exhibit B" attached hereto (hereinafter the "Premises"). The Premises is located on a portion of DOT's York maintenance lot as described in a deed to the State of Maine dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215 (the "DOT Maintenance Lot").
- 2. RIGHT TO OCCUPY.** DOT hereby grants to OIT the right to occupy the Premises for the purpose of installation and operation of a communications facility, including a telecommunications tower, antennas, equipment shelters, and related communications equipment in accordance with the terms of this Agreement.
- 3. RIGHT OF ACCESS TO PREMISES.** DOT further grants to OIT, the right of ingress/egress to, over and across the land of the State of Maine from U.S. Route 1 to the Premises, and the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the Premises. The location of such access for ingress/egress and utility installations shall be determined by MaineDOT in its discretion.
- 4. OTHER RIGHTS UNDER THIS AGREEMENT.** The parties acknowledge and agree that OIT: may use the existing 120' tower; retain the right to erect a new tower on the Premises with a height to be determined by OIT at a location mutually agreed upon by both parties and in compliance with local, state, and federal ordinances and regulations; that OIT shall have the right, but not the obligation, to construct a new building on the Premises; and that OIT shall have the right to locate communications equipment in the building and on the tower. A security fence consisting of chain link or similar but comparable construction may be placed around the perimeter of the tower and building. OIT retains the right to place any governmentally owned radio transmitter, receiver, or ancillary equipment, on the tower, in the building, or associated structures, without additional permission from DOT. OIT will mitigate any electronic interference caused by the system as required by F.C.C. regulations.
- 5. ACCESS.** Pursuant to Paragraph 3, above, OIT shall have access to the Premises including the right to pass and repass, with motor vehicles, or on foot to the Premises. OIT shall avoid passing with motor vehicles over underground tanks and septic systems. The site may be used by OIT only for construction, installation, operation, replacement, maintenance, repair and removal (collectively, "Operations") of an

unmanned communications facility and uses incidental thereto including all necessary appurtenances, including required antennas, antenna support structures, equipment shelters, power supplies, grounding systems, and necessary interconnections. Said use shall be conducted in accordance with the terms of this Agreement and prevailing standards and criteria established by the applicable governing agencies and without creating or causing to be created, hazards to the public safety.

6. NO OTHER USE WITHOUT WRITTEN CONSENT. OIT agrees not to use the Premises for any other purpose, including commercial communications, without the specific prior written permission of the DOT, at its discretion.

7. SITE ACCESS AND INSPECTION. OIT shall have access to its facilities and equipment at the site for ordinary operation and maintenance activities (7) seven days a week (24) hours a day.

8. GOVERNMENTAL APPROVALS. OIT shall be responsible for obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, and shall be solely responsible for any violations thereof.

9. MAINTENANCE AND REPAIRS FACILITIES. OIT may engage a contractor to install its equipment on OIT's infrastructure. DOT shall be coinsured with OIT if any insurance is provided by the contractor. OIT shall provide adequate advance notice to DOT of construction and repair work which is of a non-routine and non-emergency nature.

10. UTILITIES. OIT has the right at its sole cost and expense to obtain and connect to telecommunications and electrical service from any utility company that provides or is willing to provide such service to the Premises.

11. REMOVAL OF EQUIPMENT AND STRUCTURES. OIT must give adequate advance written notice of the removal method before any structures or improvements are removed from the Property.

12. RESTORATION OF DAMAGED PROPERTY. OIT at its sole cost and expense, will restore in a good and workmanlike manner all MaineDOT property which is damaged or disturbed by OIT's activities pursuant to this Agreement. Such property shall be restored to its condition prior to the damage or disturbance.

13. SALE OF THE DOT MAINTENANCE LOT. In the event of a sale or conveyance of the DOT Maintenance Lot, DOT shall except and reserve from such sale or conveyance the Premises and all rights granted under the terms of this Agreement.

14. NOTICES and APPROVALS. All notices under this Agreement must be in writing and will be deemed validly given if sent by overnight delivery by commercial courier or regular certified mail, return receipt requested, effective the next business day following the overnight courier's receipt from the sender or the third day following the date the notice is postmarked if sent by certified mail. Notices will be addressed as follows:

Maine Department of Administrative & Financial Services, Bureau of General Services
77 State House Station, Augusta, ME 04333-0077
Attention: Director

Maine Department of Administrative & Financial Services, Office of Information Technology
145 State House Station, Augusta, ME 04333-0145
Attention: Chief Information Officer

Maine Department of Transportation
16 State House Station Augusta, Maine 04333-0016
Attention: Chief Engineer

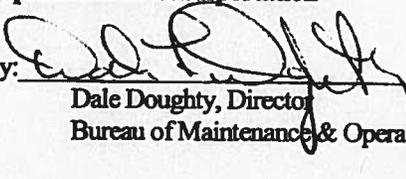
Either party may change the designated recipient of notices and the address by notifying the other party in writing.

15. GOVERNING LAW. This Agreement will be governed by and construed under the laws of the State of Maine, and applicable federal, state and local rules and regulations.

16. TERM, TERMINATION, AND RENEWAL OF AGREEMENT. This Agreement will remain in effect for a term of 40 years and may be extended for an additional 40 years upon the express written agreement of both parties.

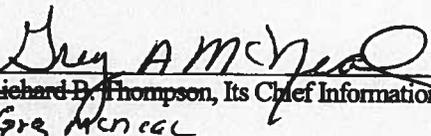
IN WITNESS WHEREOF, DOT and OIT have caused their duly authorized representatives to execute this Interagency Agreement. This Interagency Agreement shall be effective the date last signed below.

STATE OF MAINE
Department of Transportation

By: 

Dale Doughty, Director
Bureau of Maintenance & Operations

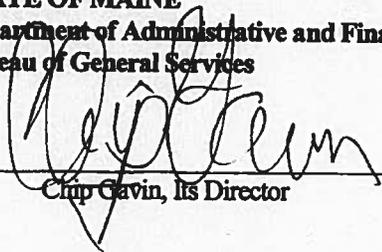
STATE OF MAINE
Department of Administrative and Financial Services
Bureau of General Services
Office of Information Technology

By: 

Richard B. Thompson, Its Chief Information Officer
Greg McNeil

APPROVED:

STATE OF MAINE
Department of Administrative and Financial Services,
Bureau of General Services

By: 

Chip Gavin, Its Director

Exhibit A

(7,800±)

A certain lot or parcel of land, being an Tower Agreement Area, located on the northwesterly side, but not adjacent to, Route 1, in the Town of York, County of York, State of Maine, being more particularly bounded and described as follows:

STARTING at an intersection of stonewalls at an easterly corner of land N/F of White Pine Ridge Homeowners Assoc. as recorded in Deed Book 15024, Page 824, York County Registry of Deeds (YCRD), and also being a westerly corner of land N/F of the State of Maine as recorded in Deed Book 1219, Page 215 YCRD. Said stonewall intersection being located about 530' more or less northwesterly from Route 1;

THENCE N 37°10'43" E through the land of said State of Maine 210.44' to a #5 rebar with cap stamped "NCS, INC PLS 1314" being the TRUE POINT OF BEGINNING;

THENCE N 52°37'17" W along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE N 37°22'43" E along the remaining land of said State of Maine 60.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,800 s.f. or 0.18 acres more or less.

Meaning and intending to describe a Tower Agreement Area being a portion of the land of the State of Maine, dated July 30, 1952 and recorded in Deed Book 1219, Page 138 YCRD.

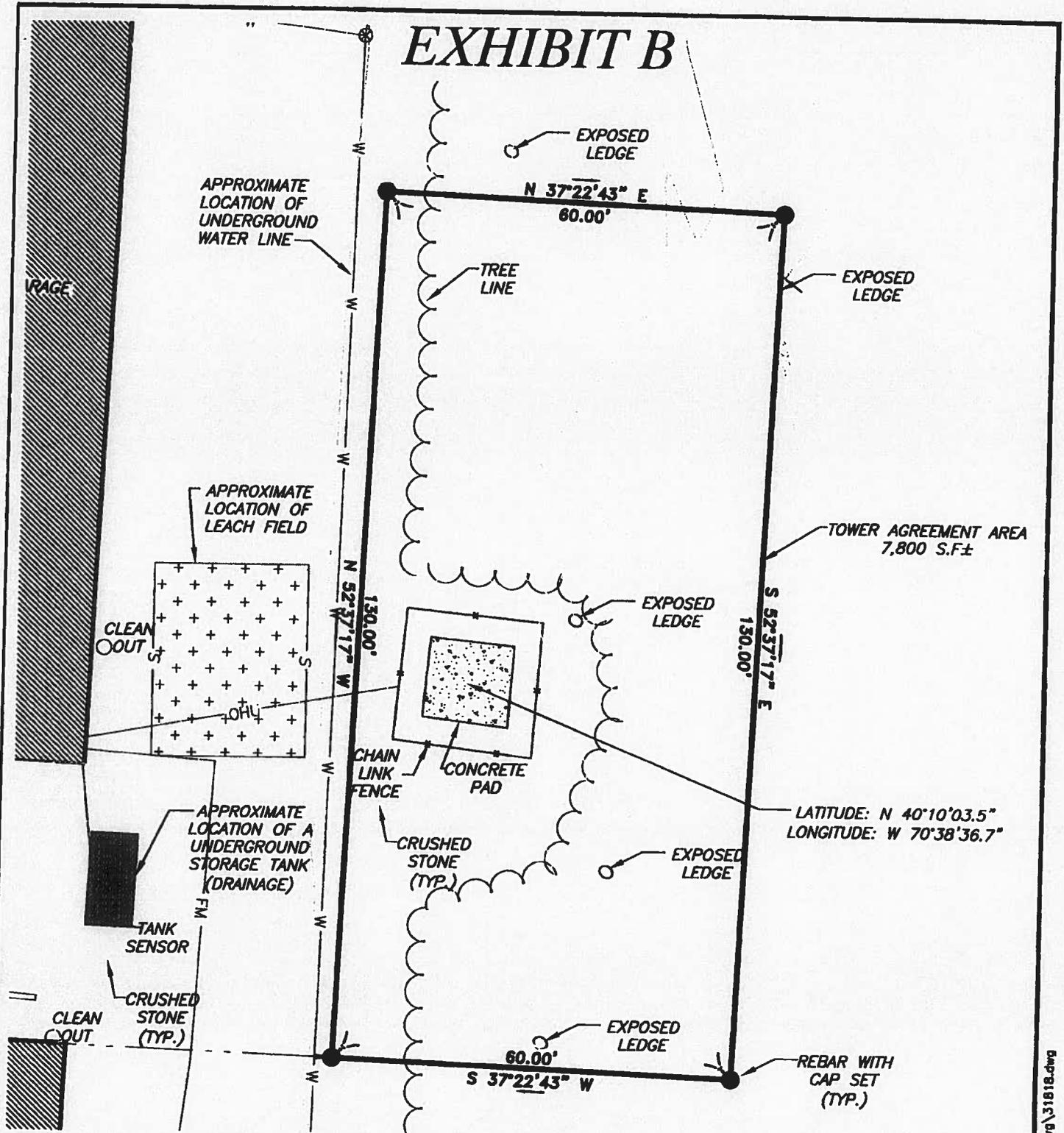
The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described parcel is shown on a site plan survey prepared for the Office of Information Technology, Radio Project Office, by Northeast Civil Solutions, Inc., dated December 22, 2009.

Also granting to the above tower agreement area, the benefit of an ingress/egress easement to, over and across the land of the State of Maine from Route 1 to the above described property.

Also granting to the above tower agreement area, the benefit of a utility easement(s) to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from Route 1 to the above described property.

EXHIBIT B



SURVEYING ENGINEERING LAND PLANNING

Northeast Civil Solutions

INCORPORATED

153 US ROUTE 1, SCARBOROUGH, MAINE 04074

tel
207.883.1000
800.882.2227

fax
207.883.1001

e-mail
info@northeastcivilsolutions.com



