



Town of York

186 York Street
York, Maine 03909-1314

BOARD OF SELECTMEN'S MEETING AGENDA

6:30/7:00PM MONDAY, AUGUST 8, 2016
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

6:30 PM: Executive Session: Pursuant to M.R.S. § 405.6.E (Legal)

Call to Order

Opening Ceremonies

A. Minutes

B. Chairman's Report

C. Manager's Report

D. Introduction of new Patrol Officer

E. Awards

1. Pavement Management Support Services
2. SHIPS Grant – Fishermen's Walk Construction

F. Reports

1. Conservation Commission
2. Rick Mace, Annual Report of the Tax Assessor
3. Dean Lessard, 2017/2018 Road Paving Update
4. Dean Lessard, update on Route 91 and Main Street projects

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

H. Public Hearings

1. Excise Tax Exemption Ordinance
2. Ordinance Regulating Use of the Cliff Path and Fisherman's Walk

I. **Endorsements**

J. **Old Business**

1. Discussion and Possible Action: Non-Union Personnel Policy
2. Discussion and Possible Action: Ordinances for the November 2016 General Referendum

K. **New Business**

1. Discussion and Possible Action: Public Works Mutual Aid Agreement
2. Discussion and Possible Action: Committee Resignations and Appointments

L. **Future Agendas**

1. Additional Meeting on September 19th

M. **Other Business**

N. **Citizens' Forum**

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

Adjourn



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: August 8, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: FY Award of Pavement Management Services	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

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

- On May , 2016 the voters approved up to \$40,000 to fund the engineering for the management of our paving programs.
- DPW solicited bids from three engineering consultant companies known for their pavement management expertise. The three Companies are as follows:

1. StreetScan, Inc.	Burlington, MA
2. Stantec Consulting Services	Scarborough, ME
3. BETA Group, Inc.	Manchester, NH

RECOMMENDATION: Approve the award of StreetScan Inc.'s pavement inspection and management proposal.

PROPOSED MOTION: I move to approve the award of Pavement Management Services to StreetScan Inc. and authorize the Town Manager to sign the proposed three year agreement.

FISCAL IMPACT: The following table shows the proposed three year costs associated with each of the proposals.

Company	StreetScan(PaveMon)	Stantec(InfraSeek)	Stantec(CarteGraph)	BETA Group(People GIS)
Year 1	\$40,000	\$46,700	\$79,700	\$49,500
Year 2	\$30,000	\$11,960	\$48,300	\$10,800
Year 3	\$24,400	\$11,960	\$48,300	\$10,800
TOTAL	\$94,400	\$70,620	\$176,300	\$71,100

DEPARTMENT LINE ITEM ACCOUNT: 100.0303.9606

BALANCE IN LINE ITEM IF APPROVED: \$860,000

PREPARED BY: Dean Lessard

REVIEWED BY: _____

A handwritten signature in blue ink, appearing to be 'A. L. Lessard', is written over the line for the reviewer's name.

**Pavement Inspection and Management Proposal
Including Scope of Work and Pricing**

**For The Town of York
186 York Street
York, ME, 03909
("Client")**



Submitted to:

Dean Lessard, Director of Public Works, 207-363-1010, dlessard@yorkmaine.org

Submitted by:

StreetScan Inc.

Jonathan Boyarsky

Account Manager

401-465-9035

Jonathan.Boyarsky@streetscan.com

151 South Bedford Street

Suite #2

Burlington, MA 01803

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1. Project Scope

StreetScan, Inc. is pleased to submit this proposal for providing Pavement Management Data and Services as outlined below.

- **Pavement Management Data:** StreetScan will provide road inspection data as listed in section 2 to facilitate pavement management and decision making for the number of lane miles as calculated by the GIS software, estimated to be 272 lane miles of the Clients roads. As an option StreetScan will perform subsurface data analysis using its air-coupled GPR system (Section 7) for a number of roads specified by the Client.
- **Pavement Management Services:** StreetScan will provide secure data access through its GIS web-based pavement monitoring system, PAVEMON (Section 7). The data consists of the results of the StreetScan high-tech multi-sensor surveys and any other Client data layers they would want to be integrated and managed by this system. Additionally, StreetScan's customizable decision support module will be made available to the municipality. StreetScan will consult with the Client and discuss how to best extend these systems based on the municipality's needs and preferences.

The following sections will elaborate on the scope of work for this project (Sections 2, 3, and 7). The anticipated schedule, pricing, as well as our terms and conditions are discussed in sections 4, 5, and 6.

2. Deliverables

- [1] **ASTM Standards:** Equivalent Pavement Condition Index (ePCI) segmented from intersection to intersection (Section 7).
- [2] **Pavement Cracks:** Crack Location, Crack Type (Longitudinal, Transversal, Alligator), Cracking Area (Percentage and Square feet).
- [3] **Potholes:** Location of all the potholes between wheel paths.
- [4] **Manholes:** Location of all the manholes between wheel paths.
- [5] **Pavement Images:** For every approximate 3 feet a snapshot of the pavement will be provided (Figure A4).
- [6] **PAVEMON:** The deliverables [1] to [5] and any other project relevant Client or Third-party data to be included will be accessed through StreetScan's secure web-based PAVement MONitoring system. PAVEMON has a broad array of functions including data access and export, measure tool, Street-view capability and Data Statistics tool (getting statistics of road conditions and maintenance activities). A description of PAVEMONs functionality can be found in Section 7.
- [7] **PaveMAN:** This is StreetScan's data-driven customizable Pavement MANagement System toolbox, which is integrated in our web-based application PAVEMON. PaveMAN includes interactive customizable repair suggestions for an area or the whole network, prioritization of repairs based on a custom budget defined by the user, projection of future road condition using StreetScan's data driven deterioration model, and a Long-term planner where the user can interactively change a target ePCI and desired number of years to reach this target with an option for considering one-time Capital Investments. PaveMAN's repair and maintenance methods and their cost will be tailored to the Client's preferences in collaboration with the

Client. An introduction on how to use PaveMAN is provided when the final set of deliverables is presented in person. Additional training is available is necessary. Additional details can be found in Section 7.

- [8] **Overview reports** on condition of roadway network, maintenance backlog, and funding and maintenance scenarios. We run a few scenarios and present them to the Client based on the data. Additional options can be run through PaveMAN.
- [9] **Asphalt Thickness (optional)**: At the Client's request we will provide the average asphalt layer thickness in regular intervals as specified by the municipality. Typically, this is very useful for medium and low performing roads to suggest the best repair method. If you're interested in this data we need to know prior to data collection, as we do not collect GPR data by default (Section 7).
- [10] **Pavement image Mosaics (optional)**: At the Client's request we can create mosaics of the individual pavement images provided in [5]. These mosaics are saved just like the background aerial photography and provides a fast way to review a whole lane. An example is shown in the top right of Figure A4 and in Figure A6.
- [11] **Report and Final Meeting**: The project will culminate to a final meeting. The final meeting will include a tutorial on PaveMON and PaveMAN and the delivery of our final reporting. It is important to note that this is the end of the project any substantial engineering work or consulting will be billed accordingly.

Given good field of view and ability to speed a minimum of 15 miles per hour, StreetScan deliverables will achieve nearly continuous coverage. Based on the degree of obstruction present, the Client should expect 90% plus coverage. Precision in location with respect to surface features is estimated to be 30 feet or better (i.e., at distance from a mapped surface feature such as a manhole cover or an alligator crack). The technical specifications of StreetScan system and more detailed description of the deliverables and the web-based GIS system are discussed in the Section 7.

3. Data Collection and Processing

StreetScan surveys are performed by our specially outfitted ScanVan. Sensors include a directional microphone, a dynamic tire pressure sensor, an axle- accelerometer, five channels of mm-wave radars, and four channels of air-couple Ground Penetrating Radars. The StreetScan system is shown in Figure A2.

Our surveys are performed on every lane of every single city-maintained road. This will require route planning to minimize the time on the field and optimize the size of the acquired data. Planning the routes for these surveys will be conducted in this step by using the Client's centerline files and third-party data (e.g. TomTom and HERE). It is expected that the City will furnish a list of the streets that are under construction or can't be surveyed for reasons beyond our control. The Client will supply assistance in permitting and site access if necessary.

Once the routes are planned, the StreetScan team schedules the surveys and coordinates with the Client to ensure there are no restrictions to survey the planned areas. Surveys are conducted during the day-time when the traffic is the minimum and the pavements are clear and dry. However, if our operators feel that data collection is unsafe in some days due to heavy traffic or roadway conditions (e.g. short lanes), they will attempt

to return at a later time when conditions have improved. There may be some limited locations where it is not possible to collect data due to safety concerns, although these occur very infrequently.

The collected data (100's of GB) are uploaded to the StreetScan server, where automated software processes the raw sensor data. The data upload will be performed at the end of each survey day or after the completion of a multi-day survey. Nevertheless, to secure the collected data a daily backup will be made as well.

During the implementation of the project, various quality control checks will be applied to the data. At this stage, the quality of the data in terms of the amplitude of the sensors measurements will be checked to ensure none of the sensors had malfunctioned. At this stage image data will be spot-checked for their quality. Additionally, it will be verified that all the raw data has been successfully transferred to the StreetScan server for processing.

Once it is confirmed that the data has been correctly collected, uploaded, and backed up, the processing of the data will commence. StreetScan's data analysts will start the algorithms that calculate the pavement evaluation indices on StreetScan workstations. These algorithms will use the sensors raw data and convert them into meaningful parameters representing different aspects of pavement condition as described in Sections 2 and 7. Several of our key indicators will be fused to determine the ePCI for each road segments. StreetScan's GIS developers will segment the pavement evaluation data from intersection to intersection and will populate the database allocated to this project. If the Client prefers different segmentation, please provide this information to us as early in the project as possible. StreetScan recommends to break up longer streets into multiple segments.

Like the quality control checks applied to the raw data, the results of the analysis need to be checked as well. The project team will carefully review and examine the results of the segmented pavement condition indices created in the previous step. Once the quality of the data is verified, the Client's web-based portal will be populated with StreetScan's deliverables to the municipality. Image pop-ups and other custom features of the application will be tested and finalized.

Once the inventory and condition database and web-app has been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indices are concerned with the current conditions of the pavement network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, and generation of maintenance options and pavement management scenarios. At this stage the Client's preferred repair methods and associated cost will be used to customize our pavement management module PavEMAN (Sections 7). The results will be compiled and discussed in a report to the Client.

4. Schedule

Field data collection shall commence shortly after a purchase order has been executed and all necessary permits (if any) have issued. The deliverables will generally be available within 45 business days after completion of the data collection. The table below shows a general time line for this project.

We estimate a total of 10 days to gather all the data based on the estimated number of lane miles. This estimate is dependent on weather, traffic, and lane accessibility and other factors beyond our control. Currently, the earliest availability of the StreetScan system for data collection for this project is within 30 business days of the contract being signed and finalized.

No	Task	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10
1	Kick-off meeting and Data Collection Prep	█									
2	Data Collection		█	█							
3	Data Processing			█	█	█	█	█			
4	Pavement Management Implementation					█	█	█	█	█	
5	Reporting and Final Deliverables									█	█

5. Pricing

The pricing details are captured in the following table:

Data/Service	Lane Miles	Price (\$/lane mile)	Cost	Comment
Pavement Inspection Data Collection	272	100	\$ 27,200	\$100 per actual surveyed lane mile, includes data collection and QC
Pavement Data Processing, Visualization, and Management	272	100	\$ 27,200	\$100 per actual surveyed lane mile, includes data processing, visualization, and creation of deliverables
Mobilization/Travel	NA	NA	N/A	Local Municipality
Data Hosting	272	25	\$ 6,800	\$25 per mile surveyed per year. This includes data storage, backup, and internet access
One-time fee for portal creation and set-up, includes 1 year phone and email technical support and initial training	NA	NA	\$ 5,000	Creation and Customization of PavEMON portal, integration of past data as needed, Customization of PavEMAN
TOTAL			\$ 66,200	
Optional Data/Service			Cost	Comment
Front Vision Camera Images	272	10	\$ 2,720	This includes front vision camera images for all miles driven with a geo-referenced data layer
Pavement Image Mosaics	272	40	\$ 10,880	Additional \$40 per lane miles of mosaiced images at the clients request
Additional Engineering services	NA	NA	\$ -	Creating custom tools or performing additional services, e.g. GIS support. Hourly rate depends on type of engineering service ranging from \$110/h to \$180/h.
Subsurface Measurements	20	50	\$ 1,000	Additional \$50 per lane miles of subsurface information at
TOTAL with Options			\$ 80,800	
Ongoing Cost				
Two Years Subscription Cost	272	50	\$ 13,600	Renewal for continued use of web-portal and data hosting, includes software backup and support
TOTAL with Options and Additional Two Year Data Subscription			\$ 94,400	

6. Terms and Conditions

All interpretations in intermediate and final delivered products are opinions based on inferences from sensors and other measurements. StreetScan Inc. does not guarantee the accuracy of any interpretation, and shall not be held liable or responsible for any loss, costs, damages or expenses incurred or sustained as a result of such interpretations. However, through exhaustive research and verification we have found that StreetScan's statistical interpretation process and field survey procedures generally lend to high accuracies. StreetScan owns all the data unless the Client specifically requests otherwise. The client is permitted to use the data for any purposes they deem relevant, except resale.

Payment Terms: An initial invoice for \$40,000.00 will be sent upon the contract being signed and finalized. A second invoice for \$30,000.00 will be sent on July 1st, 2017. The final invoice will be sent on July 1st, 2018. The client agrees to pay StreetScan all reasonable costs, charges, expenses and attorney fees expended or incurred

to enforce any provisions hereof. It is important to note that if the lane miles that are driven exceed the lane miles in this contract, the client will be billed for the additional miles in the third and final invoice. The payment terms are broken up in this table.

Year Number	Cost	Deliverable
1	\$ 40,000.00	Full Survey, Portal Set-up, Reporting
2	\$ 30,000.00	Updates from Client, Adjusted Reports
3	\$ 24,400.00	Updates from Client, Adjusted Reports
Total	\$ 94,400.00	

The Client agrees to all federal, state and local regulations including but not limited to a comprehensive Written Information Security Program (WISP) and no collusion.

The terms and pricing in this proposal are guaranteed until October 1st, 2016.

Proposal accepted by:

For StreetScan, Inc.

 Signature Date

 Printed Name Title

Jonathan Boyarsky 8-1-16
 Signature Date

Jonathan Boyarsky Account Manager
 Printed Name Title

7. Appendix- Description of Technology and Deliverables

STREETSCAN provides an effective way to detect surface and subsurface roadway defects, enabling continuous network-wide health monitoring of roadways without setting up hazardous and expensive work zones, and providing accurate up-to-date pavement condition information to decision-makers. In this section a short summary of StreetScan's technology is presented.

StreetScan provides a service to shift from periodical localized inspections (project-level) to continuous network-wide health monitoring of roadways without stopping traffic. The technology focuses on fast, affordable network-level inspections using physical measurements that could be repeated often to monitor and visualize the roadway degradation process. Aside from driving, all data collection, processing, analysis, and visualization is automated with only a minimum of manual assistance, which significantly reduces subjectivity and human error. The prototype system surveyed the entire 250 lane miles of the



FIGURE A1- STREETSCAN'S GENERATED EPCI MAP OF BEVERLY, MA.

City

of Beverly, MA in 28 hours of driving time and provided the results to the client a week later. In general, one day of surveying corresponds to one day of processing, which means survey results such as an Equivalent Pavement Condition Index (ePCI) map of all the streets in Beverly (Figure A1) can be created in a very short period of time. The maps can be accessed via a web-based GIS application, which provides pavement management tools to schedule and prioritize maintenance operations within the available budget. Having up-to-date network-wide pavement condition information available quickly after a survey allows city officials to more efficiently prioritize and assign maintenance activities –potentially saving millions of dollars each year.

Acquisition Technology

StreetScan uses a van outfitted with a multi-modal sensor system (Figure A2) capable of collecting pavement-related information while traveling in traffic. The main sensor systems on this vehicle are:

- Acoustic technology that uses tire-induced vibrations and sound waves to determine surface texture, roughness and overall condition. The waves are recorded with a directional microphone [1] and a newly developed Dynamic Tire Pressure Sensor (DTPS) [2, 3].
- Millimeter-wave radar technology for the near-surface inspection of roadways and bridge decks focusing on determining road profile and rutting depth in addition to mapping surface defects and features such as potholes, water, or metal (manhole and other utility covers) [4].



FIGURE A2- STREETSCAN'S DATA COLLECTION SENSORS AND VEHICLE

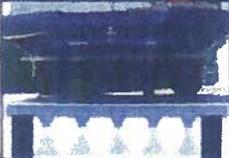
- Video technology is used to capture surface defects for visual confirmation of results from the other sensors in addition to automatic analysis of cracks for their types and severity [5].
- Improved air-coupled Ground Penetrating Radar (GPR) array technology that maps subsurface information such as the pavement layers (thicknesses and electromagnetic properties) in addition to rebar corrosion and delamination of bridge decks.

The data are collected in tight time synchronization with the positioning sensor. In such a system, Terabytes of data will be pouring in after each survey, demanding automation of data processing, analysis, and visualization. Sensors above each hold an aspect of knowledge required for assessing road conditions which are dealt with accordingly.

Physical Measurements – StreetScan Outputs

The physical data collected are processed to render meaningful knowledge of the road. The following list just mentions the most important measurement parameters calculated from the sensor systems (Table A1).

TABLE A1: STREETSCAN'S DATA COLLECTION SENSORS AND VEHICLE

Technology	Measurements	Specifications	Picture
Directional Microphone	<ul style="list-style-type: none"> • Equivalent Mean Texture Depth (eMTD) • Contributes to Equivalent Pavement Condition Index (ePCI) calculation 	<ul style="list-style-type: none"> • Sensor height: 1/8 - 3 inch • Sampling Rate: 2 - 200 KHz • Sensitivity: 44 - 52 mv/Pa 	
Dynamic Tire Pressure Sensor (DTPS)	<ul style="list-style-type: none"> • Road Profile Variations • Equivalent International Roughness Index (eIRI) • Contributes to Equivalent Pavement Condition Index (ePCI) calculation 	<ul style="list-style-type: none"> • Frequency: 0.5 Hz - 20 KHz • Sampling Rate: 2 - 200 KHz • Dynamic Pressure Resolution: 0.00002 psi 	
Camera	<ul style="list-style-type: none"> • Crack Density • Crack Types (Alligator, Longitudinal, Transverse) • Contributes to Equivalent Pavement Condition Index (ePCI) calculation 	<ul style="list-style-type: none"> • Resolution: 2.82 Megapixel • Speed: Gigabit Ethernet • 40 Frames/sec 	
Millimeter-Wave Radar	<ul style="list-style-type: none"> • Rutting depth • Roughness • Manholes and Valve covers • Contributes to Equivalent Pavement Condition Index (ePCI) calculation 	<ul style="list-style-type: none"> • Operation: 24 GHz • Arrays: 5 channels 	
Ground Penetrating Radar	<ul style="list-style-type: none"> • Vertical Road Profile • Layer Thickness • Subsurface Feature Identification (Voids, Moisture Pockets, etc.) • Rebar Corrosion of Bridge Decks 	<ul style="list-style-type: none"> • Frequency: 0.8 - 5 GHz • Data rate: 1000 traces/sec • Low cost • Low power • Small 	

Equivalent Mean Texture Depth (eMTD). StreetScan uses a microphone installed behind the driver side rear tire and directed towards the tire to characterize surface properties by recording of acoustic wave signals and necessary signal processing. The main physical parameter extracted from this sensor is "Macrotecture depth" of pavement. International Organization for Standardization (ISO) describes pavement texture as "the deviation of a pavement surface from a true planar surface" [6]. "Macrotecture" is pavement texture with spatial wavelengths 0.5 mm to 50 mm. For a detailed description refer to [7].

Equivalent International Roughness Index (eIRI). Dynamic Tire Pressure Sensor (DTPS) connects directly to the rear tire's valve stem and measures changes in tire pressure. An axle accelerometer is used for eliminating pressure caused by axle movement, giving this sensor has the ability of calculating road profile and International Roughness Index (IRI), which ASTM defines as "a quantitative estimate of a pavement property defined as roughness using longitudinal profile measures." [8]. Details on how eIRI is calculated from DTPS are discussed in [9].

Crack types, severity, and density. A Hessian-based multi-scale filter has been applied to detect ridges in the image at different scales. Type of the crack (alligator, Longitudinal and Transversal) in addition to area covered by alligator and length of other cracks are automatically analyzed for *crack types, severity, and density* [5].

Equivalent Pavement Condition Index (ePCI). PCI is a numerical ASTM standard between 0-100 to indicate the general condition of pavements, with 100 being the best possible condition and 0 being the worst. PCI is widely used to prioritize road repairs, summarize road conditions and visualize a network's condition. StreetScan calculates ePCI by fusing outputs of its microphone, DTPS, and Camera sensors [10].

Rutting depth. The millimeter-wave radar array measures the distance to an objects and is mounted underneath StreetScan's van. These measurements contain unique information on the roughness and quality of the ground surface and by detecting changes in the measurements of its 5 channels can provide rutting depth.

Subsurface information. The air-coupled GPR system provides information on *subsurface defects* such as corroded rebar, trapped moisture, voids, and the pavement layers thicknesses at traffic speed [11].

Additional Data: In addition to StreetScan collected and derived data, other pavement-related third-party data is also managed by StreetScan's web-based GIS application (PAVEMON), e.g. climate data such as temperature and precipitation, load data such as traffic counts, and standard geographic basemaps, which will be discussed next.

Processing and Visualization Technology

A software architecture that can automatically handle such amounts and diversity of data is designed and implemented. It can efficiently handle acquisition of multi-modal data sets, proper geo-referencing of diverse datasets, development of appropriate sets of tools and functionalities for the front-end users to leverage the available data in addition to automating this whole process. This approach evolved into implementation of PAVEMON, a web-based GIS data management system designed for PAVement condition MONitoring [12]. In addition to handling StreetScan's data, PAVEMON can weave together information on third-party pavement inventories and performance databases for predicting future pavement conditions and financial needs to identify and prioritize maintenance activities.

PAVEMON consists of many building blocks and features (Figure A3). It includes three key components. First, it includes an Oracle database management system which uses geo-references as the primary means of indexing information. This database is populated with data discussed earlier. Second, PAVEMON integrates spatial analysis functions that incorporate statistical and conceptual models. This feature differentiates PAVEMON from non-GIS design and mapping tools. Spatial analysis methods allow users to perform computations on data groups or layers and to view relationships that would otherwise not be obvious. Third, with its vast array of functions executable through a web-browser, PAVEMON can be viewed as a process rather than as merely software or hardware. The way in

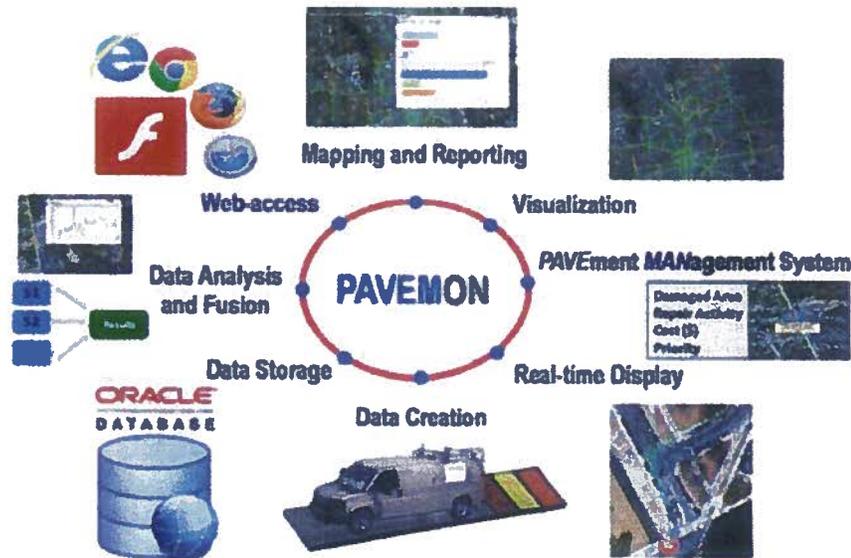


FIGURE A3 – PAVEMON'S FUNCTIONAL BUILDING BLOCKS.

through a web-browser, PAVEMON can be viewed as a process rather than as merely software or hardware. The way in

which data are entered, stored, and analyzed using PAVEMON and GIS spatial tools are intended to mirror the way information are used for pavement management.

PAVEMON has the following main features:

- **Secure web-based access** – All data will be made available through a password-protected web-based interface. The secure web-based interface delivers a rich user experience, allowing the app to be accessed anywhere via the internet without the need to moving the data around.
- **Custom Segmentations** – Pavement parameters discussed earlier are segmented for from intersection to intersection, in addition to any other segments required by the agency.
- **Video image pop-ups** – The StreetScan camera captures images of the pavement about every 2 meters. By clicking on each location driven by StreetScan’s van, a thumbnail of the image appears in a pop-up box (Figure 6). By clicking on the thumbnail, the full resolution image can be retrieved in a new web-browser tab. This puts every image collected in the network at the fingertips of the PAVEMON operator at its acquired location.
- **Mosaic Layers** - To use the images efficiently collected. This required finding the position and exact dimension of the images along with some distortion corrections. These images are published the pyramid scheme to avoid caching lots of memory. Pyramids can speed up display of image data by retrieving only data at a specified resolution that is required for the display. As one zooms levels with finer resolutions are drawn; performance is maintained because successively smaller areas are being drawn. An example of mosaicked layers shown in top right of Figure A4.
- **GIS spatial analysis capabilities** - Such as measuring, charting and graphical queries in addition to database management capabilities of querying statistical.
- **Google Street-view integration** - Custom functionalities has also been developed such as Google Street-view integration into this application.
- **Export capability** – All data that is shown in Images can be downloaded as well.
- **Update Data Capabilities**- Users with Administrative credentials can update the data, e.g. remove a pothole after it has being fixed.
- **Asset data Integration** – Other city’s data, such as signs and driveways can be integrated to PAVEMON to be managed this web interface. An example of such integration for City of Beverly is shown in Figure A5.

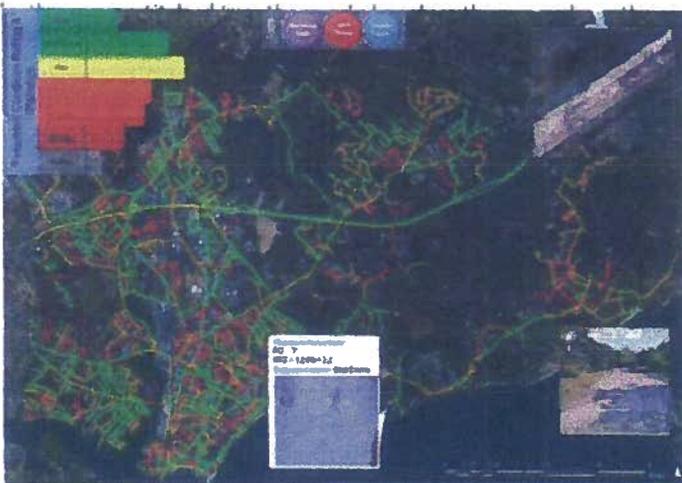
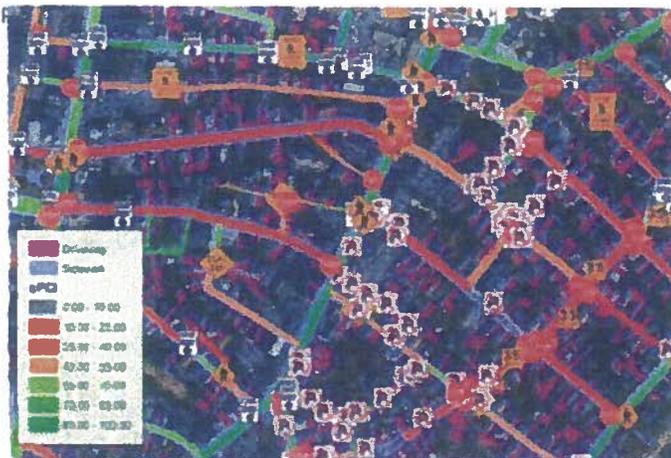


FIGURE A4 – PAVEMON HAS MANY INTERFACES. ONE OF WHICH ARE PAVEMENT IMAGE POP-UPS AVAILABLE FOR EVERY METER OF ROADWAYS



The developed PAVEMON GIS visualization portal is shown in Figure 8 with multiple data layers covering a given roadway. Multiple data visualizations are available such as crack density or the pavement image. In the query interface at the bottom, the user can fine tune the refined survey results such as the examination of single data point or a geographical area. In addition, a

zoomed-in image embedded in the figure shows the detailed roadway performance validated by the images collected by the camera. Furthermore, Google Street-view has also been embedded into PAVEMON as a third party API. For each pin dropped on the map, Google Street View Panoramas will appear in a popup window as shown in top right of Figure A6.

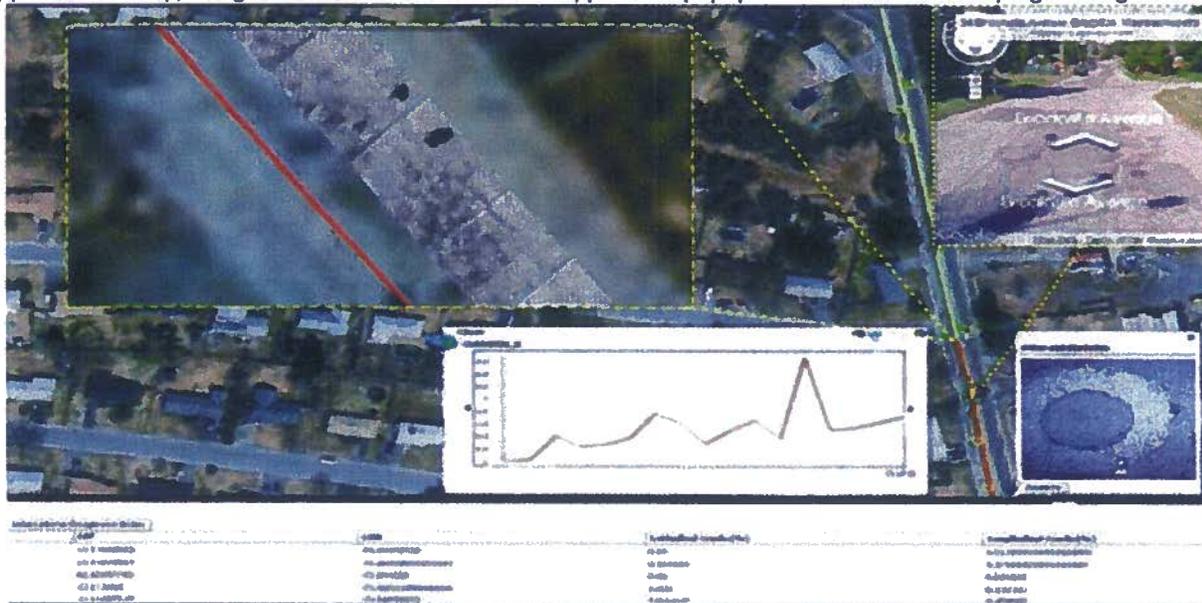


FIGURE A6- PAVEMON VISUALIZATION PORTAL

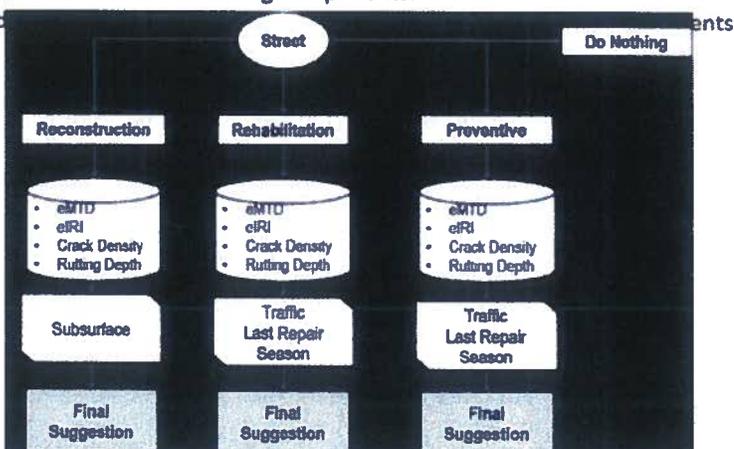
Interactive customizable Pavement Management Toolbox

PaveMAN (Pavement MANagement) toolbox has been developed and embedded in PAVEMON. PaveMAN provides effective tools and methods to formulate optimum strategies for maintaining a serviceable pavement network over a given time period (the planning horizon). PaveMAN leverages StreetScan and third-party data (climate and traffic) for an organized data driven approach to conduct pavement management activities [13]. This decision-support module consists of the following components:

Projecting ePCI: Prediction modeling can show streets deteriorating over time. By using a data driven deterioration model that takes into account occurrence of extreme weather events, one can visualize road conditions looking back and forth in time with PaveMAN's time-slider.

Maintenance Strategies: Maintenance Strategies tool consists of the following components:

- **Repair Suggestions:** As StreetScan system provides data ranging from crack seal to an overlay to a full removal and reconstruction will be suggested using a decision tree. With this tool, user can customize costs of each repair and choose to exclude certain repairs from the suggestion results and generate results by drawing an area on the map or simply choose the whole network. A compressed form of the decision tree used for streets generating repair suggestions is shown in Figure A7



- **Repair Prioritization:** With this tool, user can enter a budget and streets that can be repaired with that budget will appear on the map. In the settings of this tool one can change the default priorities and impose certain streets to be included in the results interactively. Figure A8 shows an example of the prioritization matrices.

Figure A8 shows an example of the prioritization matrices.

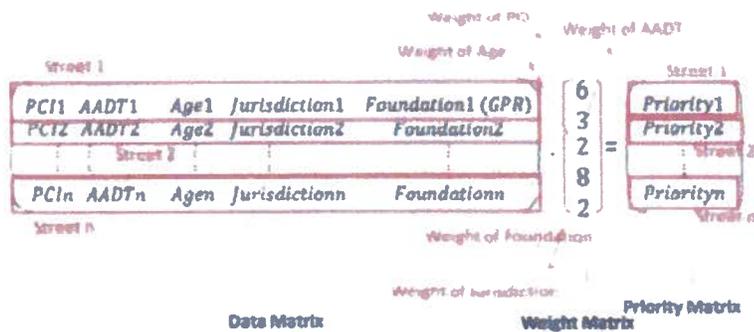


Figure A8. Prioritization Matrix

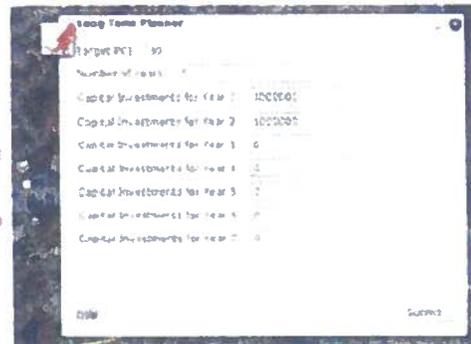


FIGURE A9 - PAVEMAN'S LONG-TERM PLANNER TOOL

Long-term Planner: With this tool, user defines a target PCI to reach after a user-defined number of years and the system will generate the estimated budget required based on the current and predicted road conditions. User has the option of entering capital investment amounts for each year. Figure A9 is a snapshot of this tool from PAVEMON.

References

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- [2] Wang, Q., McDaniel, J. G., Wang, M. L., 2012, Feasibility Investigation of Dynamic Tire Pressure Sensor in Pavement Assessment, Journal of Sound and Vibration.
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- [5] Ghanta, S., Birken, R., and Dy, J., 2012, Automatic road surface defect detection from grayscale images, In Proc. of SPIE Symposium on Smart Structures and Materials + Nondestructive Evaluation and Health Monitoring.
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- [13] Shahini Shamsabadi S., Reddy T., Birken R., Wang M., PAVEMAN: A Data Driven Customizable PAVement MANAGEMENT System, Transportation Research Board Annual Meeting, January 2015.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 4, 2016

ACTION

DATE ACTION REQUESTED: August 8, 2016

DISCUSSION ONLY

SUBJECT: Maine DOT Small Harbors Improvement Program (SHIP) Grant modification agreement for Public Access improvements along the York River.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

Discussion and relevant project history:

- On May 22, 2010 the York voters approved Warrant #48 appropriating the sum of \$150,000 for the Pathway to Route 103 Causeway from the Fishermen's walk. This project involved constructing a new path and pedestrian connection to the causeway, Wiggly Bridge and Steedman woods under the new Rte 103 Bridge. The proposed new connection would improve pedestrian safety and enhance the experience to the users. After it became apparent that the pathway would not be able to be completed in conjunction with the Maine DOT's Rte 103 Bridge construction project DPW began to look for other ways to deliver the project.
- On December 2, 2013 The Board of Selectmen voted to approve the submittal of a 2013 grant application to Maine DOT's Small Harbors Improvement Program (SHIP) in order to secure funds for the DPW's proposed Fisherman's walk pathway improvements.
- On January 29, 2014 The Town was informed by The Maine Department of Transportation (Maine DOT) that our application for Small Harbor Improvements had been approved.
- On February 10, 2014 The Board of Selectmen approved the Small Harbors Improvement Program (SHIP) agreement with Maine DOT in order to secure \$150,000 in state funds for the DPW's proposed Fisherman's walk pathway improvements.
- On February 19, 2014 The Town entered into an agreement with the Maine DOT under the Small Harbor Improvement program to improve public access to the York River.
- On November 17, 2014 The Board of Selectmen authorized the submittal of all environmental permits for the Small Harbors Improvement Program (SHIP) project and to continue to work with Maine DOT to finalize the design to the proposed Fisherman's walk pathway improvements
- On February 20, 2015 The Town received notice from The Maine Department of Environmental Protection (Maine DEP) that our NRPA permit application was approved.

- On March 25, 2015 The Town received notice from The US Army Corps of Engineers that our general permit application (NAE-2014-02466 was approved.
- On April 5, 2016 The Town was informed by The Maine Department of Transportation (Maine DOT) that our Preliminary Design Report (PDR) was accepted. Due to Maine DOT requested additional engineering and design changes the total project estimate was \$190,000 over budget.
- On June 10, 2016 The Department of Public Works submitted a letter to Maine DOT requesting additional Small Harbor Improvement Program (SHIP) grant funds for our project.
- On July 14, 2016 The Town was informed by The Maine Department of Transportation (Maine DOT) that our request for additional funds for our Small Harbor Improvements had been approved.

Included with the selectmen's action form are the accepted Project PDR, Municipal/State License Agreement, Modification to our SHIP grant agreement and the preliminary design plans along with a series of cross sections that show the proposed new walkway. I will have a large display board with the aerial plan for Monday night's discussion.

RECOMMENDATION: Accept the additional Maine DOT Small Harbors Improvement Program (SHIP) Grant funds and approve the State/Municipal license agreement to improve safety and public access to Fisherman's walk.

PROPOSED MOTION: I move to authorize the Town Manager to sign the Small Harbors Improvement Program (SHIP) modified agreement with Maine DOT in order to secure an additional \$95,000 in state funds for the DPW's proposed Fisherman's walk pathway improvements. I also move to Authorize the Town Manager to sign the State/Municipal license agreement.

FISCAL IMPACT: \$95,000

DEPARTMENT LINE ITEM ACCOUNT: 100.0320.9619

BALANCE IN LINE ITEM IF APPROVED: \$293,304.64

PREPARED BY: Dean Lessard

REVIEWED BY: 



TEDOCS #: _____ AMS ID: <u>CTM2014101600000000237</u> CSN: <u>33721</u>

MAINE DEPARTMENT OF TRANSPORTATION
Modification 1 to a Small Harbor Improvement Program Agreement
 With the
Municipality of York
 Regarding
Public Access Improvements on the York River

Vendor Name: <u>Town of York</u>	Vendor Customer #: <u>VC1000097603</u>
State Maximum Contribution: <u>\$245,000</u>	WIN: <u>018534.28</u>
Agreement Begin Date: <u>02/18/2014</u>	Modified End Date: <u>02/28/2017</u>

This Modification 1 applies to an Agreement with the Municipality of York for public access improvements on the York River, which that took effect February 18, 2014. When executed, this modification will raise MaineDOT's maximum contribution to the Project to \$245,000, increasing it by \$95,000, as follows:

☐ ARTICLE 3. PROJECT OVERVIEW. Section B

This section shall be modified to read: "FUNDING. The estimated cost of the **Project** is four hundred ninety thousand dollars (**\$490,000**) to be shared as set forth in Article 3, "Financial Provisions." **Project** costs eligible for MaineDOT's financial participation shall not exceed this amount without approval from **MaineDOT**."

☐ ARTICLE 3. FINANCIAL PROVISIONS. Section A

This section shall be modified to read as follows: "MAINEDOT SHARE. **MaineDOT**, with money from MaineDOT's Small Harbor Improvement Program and the State of Maine's Submerged Lands Program, will share in the cost of the **Project** up to a maximum contribution either of two hundred forty-five thousand dollars (**\$245,000**) or fifty percent (**50%**) of costs eligible for such funding, *whichever is less*. **MaineDOT's** share shall be provided as reimbursement to the **Municipality**."

☐ ARTICLE 3. PROJECT OVERVIEW. Section B

This section shall be modified to read as follows: "LOCAL SHARE. The **Municipality** shall be responsible for the difference between the total cost of the **Project** and the maximum contribution from **MaineDOT** as set forth in Article 3A, "MaineDOT Share." For budgetary purposes, the **Municipality's** contribution is an estimated two hundred forty-five thousand dollars (**\$245,000**). Additionally, the **Municipality** shall be responsible for all costs deemed ineligible for reimbursement from the **MaineDOT**."

All over provisions of the original Agreement shall remain in effect with no gap. **MaineDOT and the Municipality**, by their duly authorized representatives, have executed this Modification 1 to the original Agreement effective on the date last signed below.

Municipality of York

Maine Department of Transportation

By: _____
Stephen H. Burns, Town Manager

By: _____
**Jeff Tweedie, Program Manager
Multimodal Program**

Date: _____

Date: _____

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under my sole control.

LICENSE AGREEMENT

This License Agreement is executed this ____ day of _____, 2016 between the **State of Maine**, by and through its **Department of Transportation** ("MaineDOT"), with a mailing address of 16 State House Station, Augusta, ME 04333-0016, and the **Town of York** (the "Town"), a municipal corporation and body politic organized and existing under the laws of the State of Maine, with a mailing address of 186 York St., York, ME 03909.

A. Recitals.

1. The Town applied for and will receive financial support to make certain improvements to property located along the York River in the Town of York through MaineDOT's Small Harbor Improvement Program ("SHIP") to enhance public access to the York River and increase safety for pedestrians crossing Route 103. On February 18, 2014, the parties entered into a program agreement (the "Project Agreement") that establishes the responsibilities of each party with regard to construction of the improvements (the "Project"), consisting of installation of a float system, a landing area for small watercraft, a 300-foot bulkhead and a river walkway that is a continuation of an existing walking trail. Under the terms of the Project Agreement the Town will construct the Project and MaineDOT will reimburse the Town for 50% of all eligible Project costs up to \$150,000. Following completion of the Project the Town will operate and maintain the improvements at its own expense.

2. MaineDOT owns and manages bridge property in the Town of York, as shown on a right of way map entitled, "State Highway '100' Route 103, Lilac Lane, York, York County, Federal Aid Project No. BR-1511(000)X" dated March, 2009, DOT File No. 16-452, Sheet 2 of 3, recorded in the York County Registry of Deeds in Plan Book 352, Page 20 (the "MaineDOT Parcel"). The DOT Parcel is located under and adjacent to the Route 103 highway bridge (Bridge No. 3202) and along the York River. The parties have agreed that the DOT Parcel is a suitable site to construct the Project.

3. Pursuant to the Project Agreement, all public land necessary for the Project and under the ownership and control of the parties is to be made available for the Project without cost. Accordingly, MaineDOT is willing to grant York a license to enter onto the MaineDOT Parcel for the purpose of constructing and maintaining the Project pursuant to the terms and conditions set forth below.

B. Agreement

In consideration of the above, MaineDOT and the Town agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. MaineDOT grants to the Town a license to enter upon the DOT Parcel for the purpose of constructing and maintaining a prefabricated concrete block gravity wall, 8 foot wide gravel trail and all associated drainage components and riprap, and concrete footing for a kayak/canoe

launch gangway (the "Improvements"), all in accordance with plans entitled, "S.H.I.P. Boat Landing and River Walk, Rte. 103 and York River, York, Maine" by CLD Consulting Engineers, WIN 18534.28, dated October, 2015, as amended, Dwg. 1-5. A copy of DWG. 1 is attached hereto as Exhibit A.

3. The Town agrees that all work and activities performed pursuant to or under authority of this License shall be done in accordance with all applicable federal, state and local laws and regulations. The Town shall be solely responsible for obtaining all legally required permits to construct the Project.

4. The Town shall perform all construction, maintenance and repair of the Improvements, including without limitation routine maintenance such as trash removal and general clean-up.

5. MaineDOT shall have the right to inspect the Town's construction, maintenance or repair work at any time. If, during its inspections, MaineDOT determines, in its sole discretion, that the Town has neglected or failed to perform its maintenance and repair obligations under this License, then MaineDOT may perform such repair or maintenance and bill the Town for the same pursuant to Paragraph 8, below.

6. MaineDOT reserves the right to enter the MaineDOT Parcel at any time for the purpose of maintaining and repairing the Route 103 Bridge and its approaches, including, but not limited to, the bridge deck and underside, bridge abutments and piers. Further, MaineDOT reserves the right, in its sole discretion, to take whatever measures it deems necessary to ensure its unimpeded access to maintain and repair the Route 103 Bridge, including but not limited to temporarily closing access to the gravel river walk trail.

7. The term of this License shall be twenty (20) years, from _____, 2016, to _____, 2036. This License may be renewed for an additional twenty (20) year term upon the mutual agreement of the parties as to the terms and conditions of such renewal. Thereafter, the License may continue to be renewed upon the mutual agreement of the parties.

8. In the event of any breach of this License which remains uncured for thirty (30) days after written notice thereof, or in the event of any circumstances related to the construction which MaineDOT deems to be an emergency to which the Town is unwilling or unable to adequately respond, then MaineDOT shall have the right but not the obligation to cure such breach or emergency without giving notice of its actions to the Town and the Town shall pay to MaineDOT all reasonable costs and expenses, including attorney's fees, related thereto (including without limitation any fees and costs related to the collection of amounts owed pursuant to this provision).

9. This License shall be revocable by MaineDOT during its term, or any renewal thereof, for any breach hereof which remains uncured after sixty (60) days written notice from MaineDOT of said breach. Notice of revocation shall be given to the Town in writing.

10. The Town acknowledges that MaineDOT, pursuant to the provisions of Title 14, Maine Revised Statutes, Section 8101 et.seq, is not liable for any claims for property damage, bodily

injury or death that result from the Town's use or occupancy of the MaineDOT Parcel under this Agreement. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to MaineDOT or the Town, their officers, agents or employees under other provisions of the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

11. It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and upon the successors and assigns of MaineDOT.

12. This License shall not be assignable or transferable by the Town without the prior written consent of MaineDOT, which determination shall be in MaineDOT's sole discretion.

13. The Town, for itself and its successors, agrees that any and all rights conveyed by this License may be terminated and this License revoked by MaineDOT at any time if MaineDOT in its sole discretion determines that the DOT Parcel is needed for transportation purposes, without compensation to York.

14. The Town represents that it has full authority to enter into this License Agreement.

In witness whereof, the parties have caused this License Agreement to be executed by their duly authorized representatives on the day and year first above written.

**STATE OF MAINE, by and through its
Department of Transportation**

By:
Its:

TOWN OF YORK:

By:
Its:

PRELIMINARY DESIGN REPORT

Project Name: Access Improvements Along York River
WIN: 18534.28

Draft Distribution Date: October 15, 2014
Interim Distribution Date: October 14, 2015
Final Distribution Date: February 16, 2016
Revised Final Date: April 4, 2016

Town(s): York	Route(s): Adjacent to Route 103	
WIN: 18534.28	Federal Project No: N/A	
Project Type: Small Harbor Improvement Program		
Project Location: Adjacent to Route 103 Bridge and York River		
Length: 285 feet	Begin Point: 0+00	End Point: 2+85
Local Project Manager: John Rodrigue		
Designer: CLD Consulting Engineers		Engineer of Record: JoAnn Fryer

PLANNING

Project History: This is a Locally Administered Project, as well as part of the Small Harbor Improvement Program. The project will provide access to the York River for small watercraft, via a float system and gangway from a walkway connecting recreational areas. The Town worked with MaineDOT during construction of the Route 103 crossing of York River ("New Bridge" PIN 15110.00) in 2010, to construct a portion of the walking trail along the east side of the bridge and under the abutment, which provides access from parking areas to the proposed float system location. This project will complete the connection of the existing Fisherman's Walk trail under the Route 103 bridge to the causeway leading to Wiggly Bridge and the Steedman Woods recreational area, eliminating an existing crosswalk with limited sight distance.

Purpose & Need: This project purpose is to improve public access to the York River by installing a float system with kayak / canoe launch in the York River, and re-configuring an existing recreational trail to provide access to the new launch and adjacent recreational areas, thereby eliminating the existing road crossing of the recreational trail. The project is needed for the community to increase public access for kayakers and canoeists to the historic York River, provide an additional location for recreational / transient boater access to landmarks and nature reserves, as well as promote local business during the summer season.

Brief Summary of Proposed Scope of Work: Construction of a float system and landing area for canoe / kayak access to York River, including a gravel walkway and precast block wall bulkhead to connect to the Fisherman's Walk.

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*Project Name: Access Improvements Along York River
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TRAFFIC: N/A

MaineDOT Corridor Priority (1-5):
Functional Class:
NHS/Non-NHS:
Posted Speed:
Design Speed:
20XX AADT (Current):
20XX AADT (Design):
Critical Rate Factor 20XX – 20XX:
High Crash Locations:

DESIGN

Proposed Cross Section / Typical Section:

The proposed typical section consists of an 8'-6" (min.) pedestrian walkway. This will be constructed within the footprint of the existing riprap slope to minimize impacts to the adjacent tidal mudflat. The existing slope is approximately 1.5H:1V coming down from the roadway to the walkway. The walkway will then be supported by a precast concrete block gravity retaining wall, with a front batter of 1H:10V. The toe of the retaining wall will be placed at or behind the existing toe of the riprap slope.

The proposed gangway is 4' wide to an 8' by 18' float and kayak launch port. Gangway and float system are proposed as aluminum, HDPE or timber decked system. Alternatives will be provided on the construction plans to obtain the most cost-effective system.

Summary of Pedestrian & Bicycle Accommodations:

Pedestrian safety would be increased by connecting Fisherman's Walk under the Route 103 Bridge directly to the Wiggly Bridge causeway; where currently pedestrians need to cross Route 103 via a crosswalk, which has limited sight distance.

Bicycle accommodations exist on the Route 103 shoulders.

ADA Compliance – Existing and Proposed Facilities:

The proposed grade and cross slope meet ADA requirements for the walkway. With proper maintenance, the proposed pedestrian surface can meet ADA requirements for a firm, stable and slip-resistant surface. The proposed bulkhead will connect at either end to similar surface treatment.

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Summary of Existing Non-compliant Facilities to be Upgraded or Left in Place:

The existing Fisherman’s Walk and the causeway to Wiggly Bridge, at either end of the proposed bulkhead, do not have surface treatments compliant with ADA and are not proposed to have improvements in this project.

Design Exceptions – N/A

Controlling Element	Required Standard	Proposed Design	Date Approved
ADA Exceptions (Yes or No):			
Driveway Exceptions (Yes or No):			

ENVIRONMENTAL PERMITS / ISSUES

NEPA (4F, Section 106):	N/A	In-Stream Work-Window:	Corps: during low water or between Nov. 8 – Apr 9 DMR: None Specified
MHPC Signoff:	No Adverse Effect 8-6-2014	Wetland Mitigation:	Not Required
MHPC Mitigation:	None required	Public Lands:	Not required
DEP:	NRPA Individual	Ch. 500 – Stormwater/MS4:	Not required
ACOE:	Category 2	Endangered Species:	None identified
Fish Passage:	N/A	Soil Contamination:	Not anticipated
Watershed:	York River	Other:	

Avoidance & Minimization: The bulkhead will consist of a near vertical retaining wall, as opposed to a stone slope to minimize impacts to coastal wetland.

RIGHT-OF-WAY COORDINATION

Route 103 is a State route and, therefore, a portion of the bulkhead and walkway alongside the roadway would be in the State right-of-way. The remainder of the bulkhead and walkway will be on land associated with Steedman Woods, a parcel in conservation held by Old York Historical Society for purposes of public recreation, with rights to the Town to maintain and relocate the path. Adjacent to that will be Department of Conservation (DOC) Submerged Lands. DOC confirmed that a Submerged Lands permit is

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not required for this project. The Town owns maintenance of this area, including the two catch basins and outlets (see Utility Impacts / Issues). MaineDOT will require a two-party maintenance agreement through the Region Office for the portion of the facility in the State ROW.

UTILITY IMPACTS / ISSUES

Above Ground Utilities: No above ground utilities will be impacted.

Below Ground Utilities: There are two existing 18" RCP drain pipes that currently outlet through the riprap slope, where the top of the proposed bulkhead will be constructed. This will require cutting the drain pipes back and adding a new section of pipe that would run beneath the bulkhead and outlet further down the slope through the proposed wall. These can be seen in cross sections 0+30 and 1+94.68.

	Necessary for this Project? (Yes or No)	Coordination Still Needed? (Yes or No)
Pole List:	No	
Utility Agreements:	Yes	Yes
Railroad PRTS:	No	
Railroad Agreement:	No	

ROW issues related to utilities: None.

GEOTECHNICAL COORDINATION

Field Analysis: In 2008 geotechnical borings were taken by MaineDOT for the Route 103 Bridge replacement in the vicinity of the wall location. These borings were used in combination with hand vanes taken at the wall location for preliminary analysis. Two borings were taken at the wall location on September 1 and 21, 2015, to complete final geotechnical analysis for the project. See Final Geotechnical Report by SW COLE, dated March 28, 2016, for boring logs and conclusions.

Preliminary Recommendations:

Geotechnical recommendations provide the retaining wall be founded on at least 12 inches of compacted crushed stone, wrapped in geotextile fabric, overlying undisturbed non-organic native loose to medium dense sands, or medium stiff to stiff clays. The first row of blocks will be embedded at least 4 feet below exterior finish grade and the toe of the wall be protected from scour with riprap. The retaining wall will be backfilled with crushed stone for long term drainage.

Earthwork and grading activities will be required to be conducted during non-freezing weather due to the materials encountered in the subsurface explorations. In addition, excavation of bearing surfaces should be

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completed with a smooth-edged bucket to lessen subgrade disturbance. Construction equipment should not operate directly on native sands and clays.

Due to the project location in a tidal area, retaining wall backfill will be stone for French drains, for long term drainage and scour protection.

To limit potential slope failure during construction, it is recommended to limit the linear footage of wall excavation to 10 feet or less, only excavating as much wall as can be constructed and backfilled between tides. The lane closest to the retaining wall shall be closed to remove traffic during construction, and construction surcharge loads shall be prohibited within 50-feet of open excavations.

See Geotechnical Report by SW COLE, dated March 28, 2016, for more information. Plan notes and contract requirements shall be based upon the requirements as stated above, with more specific information contained in the Geotechnical Report. Mandatory pre-construction meeting with geotechnical personnel is required to highlight the significance of the construction limitations to complete wall excavation and installation.

PUBLIC PROCESS

Proposed Public Contact Method and Date(s):

Project was presented to the Board of Selectmen and the public at a regularly scheduled Selectmen's Meeting on November 17, 2014.

Concerns Identified at Preliminary Public Meeting: None.

MAINTENANCE ISSUES / CONCERNS

The Town will maintain the gravel walkway similar to the maintenance on the existing adjacent gravel walkways. Anticipate that minor maintenance will be required and can be accomplished with small equipment that can be accommodated on the trail.

CONSTRUCTION SCHEDULE

PS&E Date	May 2016*
Advertise Date	June 2016
Construction Begin Date	September 2016
Construction Complete	April 2017

*Timing is pending additional funding request, review and approval.

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MAINTENANCE OF TRAFFIC / CONSTRUCTING SEQUENCING

Due to the unique geotechnical concerns of the project, as noted above and discussed in detail in the SWCOLE Geotechnical Report, dated March 28, 2016, certain restrictions for construction sequencing and maintenance of traffic are required during active construction operations.

The following requirements shall be included in the project contract documents for advertising (project specifications and plan notes):

1. Travel lane for Route 103 southbound shall be closed to remove traffic during construction. Construction surcharge loads shall not be permitted within 50 feet of an open excavation.
2. Lane closures with alternating one-way traffic with flaggers will be allowed during active construction operations only. Contractor shall provide appropriate traffic control devices to maintain two lanes of traffic at all other times.
3. Traffic detours may be implemented, and shall be coordinated with the Town Public Works Department, Police Department and other emergency services agencies for allowable timeframes and locations.
4. Maximum length of open excavation along wall face is 10 feet, to limit potential slope failure during construction. Earthwork shall be completed during non-freezing weather, and during low tide cycle.

BUDGET

	Programmed Funding	Currently Available	PDR Estimate
Date			
Preliminary Engineering	\$26,000		\$70,000
Right of Way	N/A		N/A
Construction	\$244,000		\$365,000
Construction Engineering	\$30,000		\$55,000
TOTAL	\$300,000		\$490,000
Total Cost per Mile:			
Funding Strategy (Sources):	\$150,000 provided by the Small Harbor Improvement Program Town is requesting an increase in budgeted funding		

PRELIMINARY DESIGN REPORT

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□ SUMMARY OF PRELIMINARY ENGINEERING

Existing and Proposed Design Elements (*including variances from design standards*)

Horizontal Alignment: The horizontal alignment is defined by the existing bridge approach embankment. See general plan for layout.

Vertical Alignment: The vertical alignment was developed to provide as much relief above high tide, balancing with the required path width and minimizing the height of the retaining wall. Existing match points are at the Fisherman's Walk, at the corner of the bridge abutment at the south, and the causeway to the Wiggly Bridge to the north, not to exceed 5 percent grade.

Typical Section: The typical section consists of an 8'-6" min. pedestrian walkway.

Pavement Structure: N/A

Drainage/Hydrology: The water will drain freely across the path to the river.

Guardrail: N/A

Intersection Geometry: N/A

Right-of-Way: N/A

Utilities: Two existing drain pipes currently outlet through the riprap slope where the proposed bulkhead will be located. These will be rerouted to run beneath the bulkhead and outlet through the proposed wall.

Other Design Issues: None.

□ DRAFT PDR DISTRIBUTION COMMENTS AND RESPONSE

Comments: Initial geotechnical comments included request for additional subsurface information, change in wall embedment, wall type, and also to provide detailed construction notes on plans regarding construction restrictions to meet geotechnical design requirements. (See discussion under Geotechnical Engineering section above). Interim submittal of Revised PDR, Geotechnical Report and Preliminary Plans were submitted on October 14, 2015, to address the initial comments provided. Additional comments on the interim submittal provided on December 22, 2015.

Comment Deadline	Date: Comment Review meeting (conference call) December 22, 2015
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PRELIMINARY APPROVAL: December 22, 2015 via conference call

Approved for Public Meeting	N/A – Public coordination previously completed.	Date:
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PRELIMINARY DESIGN REPORT

*Project Name: Access Improvements Along York River
WIN: 18534.28*

*Draft Distribution Date: October 15, 2014
Interim Distribution Date: October 14, 2015
Final Distribution Date: February 16, 2016
Revised Final Date: April 4, 2016*

PUBLIC PARTICIPATION COMMENTS AND RESPONSE

Comments: N/A previously completed (November 2014 public meeting with Town Selectmen).

ADDITIONAL COMMENTS AND RESPONSE

Comments: Final Geotechnical Report and PDR revised to address the December 22, 2016 comments received at the conference call. These updated reports were submitted on February 15, 2016. Additional Geotechnical Comments were provided on March 10, 2016. Updated Geotechnical report was submitted on 3/28/16 to address the comments, and this was approved on 3/31/16. Final Updated PDR submitted on 4/4/16.

Comment Deadline	Date: 3/31/16
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FINAL APPROVAL

Public Participation Complete		Date:
Approved for Final Design		Date:

Conservation Commission Priorities
As set out at December 2015 meeting

Water Protection

- Storm water management
- Lawn chemical ban
- Wetland protection
- Sustainable water use

Process for Engagement, review and oversight

- Planning Board Review
- Appeals Board Review
- Code Enforcement
- Selectmen Engagement
- Parks and Recreation

Land Protection and Management

- Recreation: Trails, Bike Paths, Public Access
- Environmental: Invasives, Land Management Oversight, Open Space
- Increase in bike / trail system
- Increased access to land for recreational use
- Mapping is an important tool to accomplish these goals

Amendment #XX

Pesticide-Free Ordinance

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

Article X

The Town hereby ordains a new ordinance entitled, "Pesticide-Free Ordinance."

Statement of Fact:

XXXXXXXXXX

Recommendations:

Recommended by the Board of Selectmen:

Amendment: This new ordinance will be included within the Development and Land Use category of Town Ordinances and will read as follows:

PESTICIDE-FREE ORDINANCE

SECTION 1. PURPOSE AND INTENT

The purpose of this ordinance is to safeguard the health and welfare of the residents of the Town of York and to conserve and protect the town's ground water, estuarine, marine and other natural resources, while ensuring preservation of the land. This ordinance seeks to eliminate toxic pesticide use in and on public and private property in order to promote a healthy environment and protect the public from the hazards of pesticides, and for implementation of sustainable land and building management practices on all public and private property.

WHEREAS, scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system;

WHEREAS, infants, children, pregnant women, the elderly, people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure;

WHEREAS, pesticides are harmful to pets, wildlife including threatened and endangered species, soil microbiology, plants, and natural ecosystems;

WHEREAS, toxic runoff from chemical fertilizers and pesticides pollute streams and lakes and drinking water sources;

WHEREAS, the use of hazardous pesticides is not necessary to create and maintain green lawns and landscapes given the availability of viable alternatives practices and products;

WHEREAS, people have a right not to be involuntarily exposed to pesticides in the air,

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water or soil that inevitably result from chemical drift and contaminated runoff;

WHEREAS, sustainable land and building management practices that emphasize non-chemical methods of pest prevention and management and least-toxic pesticide use as a last resort will eliminate the use of and exposure to pesticides while controlling pest populations;

WHEREAS, sustainable land and building management practices complements other important goals of The Town of York maintenance and administration, such as energy conservation and security; and

The Town of York embraces a precautionary approach to the use of toxic pesticides in order to adequately protect people and the environment from pesticides' harmful effects.

SECTION 2. AUTHORITY

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

SECTION 3. DEFINITIONS

Natural, organic land care: An extension of the principles and practices of organic agriculture to the care of turf and landscape.

Pesticide: Any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any pest; any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant; and any nitrogen stabilizer. It does not include multicellular biological controls such as mites, nematodes, parasitic wasps, snails or other biological agents not regulated as pesticides by the U.S. Environmental Protection Agency. Herbicides, fungicides, insecticides and rodenticides are considered pesticides.

Sludge: Defined in 38 M.R.S.A. § 1303-C (28-A), as amended from time to time.

Synthetic materials: The term "synthetic" means a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes. [7 U.S.C. 6502(21) Definitions]

Pest: Any undesirable insect, plant, fungi, bacteria, virus or micro-organism.

SECTION 4. STANDARDS

The following provisions shall be applicable to all turf, landscape and outdoor pest management activities conducted within the Town of York, on both public and private land.

A. Permitted:

- 1) Use or application of natural, organic land care protocols.
- 2) All control products and soil amendments, including fertilizer and compost, used under the terms of this article shall be in keeping with, but not limited to, products that can be used on Maine Organic Farmers and Gardeners

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Association Certified Farms, and/or products permitted by the Organic Materials Review Institute or the USDA National Organic Program.

- 3) Use or application of sludge or sludge-derived products to the extent permitted by the Maine Hazardous Waste, Septage and Solid Waste Management Act 38 M.R.S.A. §§1301-1319-Y, the Protection of Natural Resources Act 38 M.R.S.A. §§ 480-A-480-Z, the Site Location of Development Act 38 M.R.S.A. § 481-490, and any rules related thereto, as amended from time to time.

B. Prohibited:

- 1) Use or application of chemical pesticides, other than pesticides classified by the US Environmental Protection Agency as exempt materials under 40 CFR 152.25, and those products permitted by the Organic Materials Review Institute.
- 2) Use or application of synthetic materials.
- 3) Use or application of sludge or sludge-derived products not listed as permitted above.

SECTION 5. EXCEPTIONS

A. The following situations are exempt from the provisions of this Ordinance:

- 1) Commercial agriculture;
- 2) Pet supplies such as shampoos, tick and flea collars and dusts;
- 3) Disinfectants, germicides, bactericides, and virucides;
- 4) Insect repellents;
- 5) Outdoor animal repellants;
- 6) Swimming pool supplies;
- 7) Aerosol products;
- 8) General use paints, stains and wood preservatives and sealants; and
- 9) CMP, and other, routine vegetation maintenance programs on transmission sections that run through the Town of York.
- 10) and the following processes are exempt: drinking water and wastewater treatment; indoor pesticide use; contained baits or traps for rodent control; use of pesticides classified by the US Environmental Protection Agency as exempt materials under 40 CFR 152.25 or pesticides permitted by the Organic Materials Review Institute; management of town-owned land not used or used infrequently by the public (roadway medians, for example).

B. Restricted pesticides may also be applied for the following purposes:

- 1) Noxious Growths – The control of plants, including and not limited to, poison ivy (*Rhus radicans* or *Toxicodendron radicans*), poison oak (*Rhus toxicodendron* or *Toxicodendron quercifolium*), and poison sumac (*Rhus*

vernix or Toxicodendron vernix).

- 2) Invasive Species – The control of invasive species that may be detrimental to the environment.
- 3) Mandatory Applications- Use of pesticides mandated by state or federal law.
- 4) Health and Safety – The control of insects that are venomous or disease carrying.

SECTION 6. EMERGENCY WAIVER

- A. If an emergency situation warrants the use of non-exempt pesticides, the Code Enforcement Officer may grant a thirty (30) day temporary waiver. The waiver may be extended to a six (6) month total period. Waiver approval shall be subject to the use of the least toxic material available to address the given emergency. The presence of weeds or common fungal diseases in the usual course of turf maintenance shall not constitute an emergency.
- B. Waiver determination shall be based on the following criteria:
 - 1) The pest situation presents a) an immediate threat to human health or environmental quality, or b) an immediate threat of substantial property damage or loss; and
 - 2) Viable alternatives consistent with this article do not exist. The Board of Selectmen shall request the Conservation Commission to review any waiver requests made under this section, and to recommend a course of action.

SECTION 7. ADMINISTRATION AND ENFORCEMENT

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

SECTION 7. APPEALS

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. SEVERABILITY

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

2016 Assessor's Report to the Board of Selectmen

General Information

- The new tax rate is \$11.15, up .15¢.
- The new total taxable valuation of the town is \$4,078,218,785. That's up \$113,698,180 from last year.
- We have a certified assessment ratio of 100%, with an actual of 97% (State requirement of above 70%). Our quality rating is 8.4% (State requirement of below 20%).
- This year we picked up \$47,940,000 in new construction; this includes additions and renovations. Last year we picked up \$27,444,100.
- We had 328 qualified sales in 2015/2016 compared to 325 the previous year.
- Due to market conditions, out of 73 neighborhoods, 7 had an increase in value. The remaining neighborhoods stayed the same as last year. Out of 129 condominium complexes, 26 saw increases and 4 had decreases.
- The average selling price of a single family home (non-waterfront), April 2, 2015 – April 1, 2016, was \$422,447.
- The average assessed value of those same homes is \$404,556.
- The average selling price of a single family home (waterfront), April 2, 2015 – April 1, 2016, was \$1,116,618.
- The average assessed value of those same homes is \$1,046,537.
- The 2016 TIF Financing Plan Amount is \$0; there was a decrease in building values in the TIF District compared to an increase in building values in the town as a whole.
- The 2017 State Valuation is \$4,039,100,000 (2015 municipal valuation), second highest in the State behind the City of Portland.

Assessment Statistics

- Total real estate accounts in the Town of York: 10,716.
- 5,691 properties had an increase in valuation:
 - 3,441 properties had an increase of \$100 - \$9,900
 - 1,092 properties had an increase of \$10,000 - \$24,900
 - 656 properties had an increase of \$25,000 - \$49,900
 - 188 properties had an increase of \$50,000 - \$99,000
 - 293 properties had an increase of \$100,000 - \$499,000
 - 21 properties had an increase of over \$500,000
- 3,769 properties' values stayed the same.
- 1,256 properties went down in value:
 - 956 properties had a decrease of \$100 - \$9,900
 - 205 properties had a decrease of \$10,000 - \$24,900
 - 52 properties had a decrease of \$25,000 - \$49,900

- 18 properties had a decrease of \$50,000 - \$100,000
 - 25 properties had a decrease of over \$100,000
- The 2015 average ratio of assessment to sale price for single family homes (non-waterfront) is 96%. The median ratio of assessment to sale price is 96%. (188 sales)
 - The average ratio of assessment to sale price for waterfront properties is 99%. The median ratio of assessment to sale price for waterfront properties is 99%. (19 sales)
 - The average ratio of assessment to sale price for vacant land is 98%. The median ratio of assessment to sale price for vacant land is 100%. (32 sales)
 - The average ratio of assessment to sale price for condominium properties is 98%. The median ratio of assessment to sale price for condominium properties is 96%. (56 sales)
 - The average ratio of assessment to sale price for commercial properties is 100%. The median ratio of assessment to sale price for commercial properties is 98%. (11 sales)
 - A home, assessed at \$400,000, with no increase/decrease in assessed value, will see an increase in their tax bill of \$60.00.

Historic View of Taxable Value, Tax Rates, and Budgets

The new tax rate is \$11.15 per thousand dollars of value. This is up from the 2015/2016 rate of \$11.00. This is the ninth time since 2002 that the tax rate has gone up. This year we had a 2.87% increase in the Town's assessed value. As you can see by the table below, for the tax rate to be reduced, the percent increase in assessed values needs to be higher than the percent increase in the budget.

Fiscal Year	Taxable Valuation	% Change in Valuation	Tax Rate/1000	% Change in Tax Rate	Annual Budget	% Change in Annual Budget
2005	\$3,188,015,020	+14.10%	\$8.75	-9.79%	\$27,895,131	+2.92%
2006	\$3,465,999,200	+8.72%	\$8.46	-3.31%	\$29,322,353	+5.12%
2007	\$3,794,235,030	+9.47%	\$8.14	-3.78%	\$30,736,026	+4.82%
2008	\$3,988,361,710	+5.12%	\$8.10	-0.49%	\$32,160,100	+4.63%
2009	\$4,100,916,830	+2.82%	\$8.26	+1.98%	\$33,722,498	+4.86%
2010	\$4,037,653,357	-1.54%	\$8.58	+3.87%	\$34,485,161	+2.26%
2011	\$3,967,061,240	-1.78%	\$9.10	+6.06%	\$35,961,240	+4.28%
2012	\$3,909,591,408	-1.45%	\$9.35	+2.75%	\$36,406,723	+1.24%
2013	\$3,849,714,344	-1.53%	\$9.96	+6.52%	\$38,245,119	+5.05%
2014	\$3,855,034,616	+0.14%	\$10.43	+4.72%	\$39,974,697	+4.52%
2015	\$3,915,250,959	+1.6%	\$10.70	+2.59%	\$41,746,976	+4.43%
2016	\$3,964,520,605	+1.26%	\$11.00	+2.80%	\$43,471,673	+4.13%
2017	\$4,078,218,785	+2.87%	\$11.15	+1.36%	\$45,268,871	+4.13%

Respectfully Submitted,
Rick Mace, Assessor



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2016	<input type="checkbox"/> ACTION
DATE ACTION REQUESTED: August 8, 2016	<input checked="" type="checkbox"/> DISCUSSION ONLY
SUBJECT: FY 2017 Proposed Paving Projects	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

On June 8, 2015 the Board of Selectmen awarded the FY 2016 paving bid (\$71.90/ton) to Libby-Scott, Inc.

On November 23, 2015 Libby Scott, Inc. the Town's existing paving contractor submitted a new paving proposal to the town. The new proposal reduces the paving price by \$2 per ton to \$69.90 per ton for the 2016 season. Last spring Libby Scott, Inc. was awarded the town's paving work for FY2016 with a bid of \$71.90. The previous award and price is good thru the end of June 2016. The new proposal would reduce the town's paving cost by \$2 per ton for the remaining 1,850 tons for the remaining FY 2016 projects. It would also extend the paving price of \$69.90 per ton until the end of the year. The estimated cost savings to the Town of York for the 2016 paving season in approximately \$16,000.

On February 8, 2016 the Board of Selectmen awarded the FY 2017 paving bid (\$69.90/ton) to Libby-Scott, Inc.

RECOMMENDATION: The Department proposes the attached list of paving projects for FY2017.

PROPOSED MOTION:

FISCAL IMPACT: Libby-Scott Inc's price per ton for paving is \$69.90. The following table shows the life cycle impact of current funding levels.

Capital Paving	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Price Per Ton	\$64.50	\$64.50	\$66.50	\$72.00	\$70.50	70.50	\$71.90	\$69.90
Percentage Increase		0%	+3.0%	+8.3%	-2.4%	0%	+2.0%	-2.8%
Price Per Mile	\$87,410	\$87,410	\$90,120	\$97,397	\$95,368	\$95,368	\$97,262	\$94,556
(5,280'*21'*2")								
Funding Level	\$492,600	\$492,600	\$417,600	\$537,409	\$512,409	\$512,409	\$550,000	\$860,000

Miles Paved (Est.)	4.23 mi.	4.23 mi.	4.14 mi.	4.52 mi.	4.03 mi.	4.03 mi.	4.24 mi.	9.50 mi.
Miles Paved (Act.)	4.08 mi.	4.19 mi.	4.11 mi.	1.06 mi.	4.74 mi.	7.99 mi.	5.23 mi.	
Paving Cycle	32 years	32 years	32 years	125years	28 years	17 years	25 years	14 years

DEPARTMENT LINE ITEM ACCOUNT: 100.0303.9606

BALANCE IN LINE ITEM IF APPROVED: \$860,000

PREPARED BY: Dean Lessard

REVIEWED BY: 

FY2017 Pavement Preservation Program

Proposed FY2017 Capital Paving Projects

Name	From	To	Shim/Base			Surface			Quantity			Paving			Estimated			Actual Cost (\$)	Balance (\$)	Utilities	Culverts	Curb	Schedule
			Scope	Shim/ Base (inches)	Surface (inches)	Length (Ft)	Width (Ft)	Quantity (Tons)	Quantity (Sq. Yds.)	Estimate	Cost/ (Sq. Yds.)	Running Total (\$)	Running Total (\$)	Cost/ (Sq. Yds.)	Quantity (Tons)	Quantity (Sq. Yds.)	Estimate						
Glen	Scott Ave	Eureka	Maint Shim	1.00	0.00	1,375	22	185	3,361	\$16,607	\$4.94	\$16,607	\$16,607	YWD/YSD	?	No	Sum 16						
Eureka Ave	Scott Ave	York St	Maint Shim	1.00	0.00	1,450	21	186	3,383	\$16,717	\$4.94	\$33,324	\$16,717	YWD/YSD	?	No	Sum 16						
Scott Ave	Woodbridge Rd	Eureka	Maint Shim	1.00	0.00	1,275	20	156	2,833	\$14,000	\$4.94	\$47,324	\$14,000	YWD/YSD	?	No	Sum 16						
Sheru Ave	Woodbridge Rd	Scott Ave	Maint Shim	1.00	0.00	1,275	22	171	3,117	\$15,399	\$4.94	\$62,723	\$15,399	YWD/YSD	?	No	Sum 16						
Eastern Point Rd	Norwood Farms Rd	Norwood Farms	Overlay	0.75	1.00	1,075	18	207	2,150	\$18,591	\$8.65	\$81,314	\$18,591	?	?	No	Sum 16						
Beach St	Freeman St	180'	Base/Surf	2.00	1.50	180	18	69	360	\$6,226	\$17.29	\$87,539	\$2,852	None	?	No	Sum 16						
Bank Road	Broadway Ave	Moseley Rd	Base/Surf	2.00	1.50	950	12	243	1,267	\$21,905	\$17.29	\$109,445	\$11,209	None	?	No	Sum 16						
Moseley Rd	Broadway Ave	Ocean Ave Ext	Base/Surf	2.00	1.50	475	12	122	633	\$10,953	\$17.29	\$120,397	\$6,465	None	?	No	Sum 16						
BayHaven Road	Main Street	Freeman St	Surface	0.00	1.50	1,425	20	261	3,167	\$20,653	\$6.52	\$141,050	\$0	None	?	No	Sum 16						
Main Street	Tripple C Dr	Shore Road	Surface	0.00	2.00	2,700	35	1,153	10,500	\$91,310	\$8.70	\$232,360	\$0	YWD/YSD	Done	Yes	Sum 16						
Cross Street	Main Street	Freeman St	Overlay	0.75	1.00	690	15	110	1,150	\$9,944	\$8.65	\$242,304	\$0	YWD/YSD	?	No	Spring 17						
Atlantic Street	Main Street	Freeman St	Overlay	0.75	1.00	845	15	135	1,408	\$12,178	\$8.65	\$254,481	\$0	YWD/YSD	?	No	Spring 17						
Harmon Park Rd	York St	Varell Lane	Base/Surf	2.00	1.50	845	20	361	1,878	\$32,473	\$17.29	\$286,955	\$0	YWD/YSD	?	Yes	Sum 16						
Harbor Hill Rd	Seabury Rd	Cul-De-Sac	Maint Shim	1.00	0.00	950	22	127	2,322	\$11,474	\$4.94	\$298,429	\$0	None	?	No	Sum 16						
Old Beech Ridge	Beech Ridge Rd	Dead End	Overlay	0.75	1.00	800	21	179	1,867	\$16,141	\$8.65	\$314,569	\$0	None	?	No	Sum 16						
David Drive	Brich Hill Road	Dead End	Overlay	0.75	1.00	2,640	21	592	6,160	\$53,264	\$8.65	\$367,833	\$0	None	?	No	Sum 16						
Old Post Road	Fieldstone Est	Ridge Road	Overlay	0.75	1.25	2,325	28	794	7,233	\$71,480	\$9.88	\$439,313	\$0	YWD	?	No	Sum 16						
Chase Pond Road	Scimitate Road	Forest View Dr	Overlay	0.75	1.25	3,832	26	1,216	11,070	\$109,396	\$9.88	\$548,709	\$0	None	?	No	Sum 16						
Meadowark Dr.	Route 1	Cickadee Dr.	Maint Shim	1.00	0.00	1,215	23	170	3,105	\$15,342	\$4.94	\$564,051	\$0	YWD/YSD	?	Yes	Sum 16						
York Pond Rd	York Shore Rd	Cul-De-Sac	Maint Shim	1.00	0.00	795	21	102	1,855	\$9,166	\$4.94	\$573,217	\$0	None	?	No	Sum 16						
York Shore Dr	Cider Hill Rd	Cul-De-Sac	Maint Shim	1.00	0.00	1,535	21	197	3,582	\$17,697	\$4.94	\$590,914	\$0	None	?	No	Sum 16						
Mill Lane	Beech Nut Lane	Bell Marsh Road	Overlay	0.75	1.25	4,860	22	1,304	11,880	\$117,398	\$9.88	\$708,312	\$0	None	?	No	Sum 16						
Lilac Lane	York Street	Rte 103 Bridge	Overlay	0.75	1.25	1,225	28	418	3,811	\$37,661	\$9.88	\$610,878	\$0	YWD/YSD	?	No	Sum 16						
Clay Hill Rd	Ramsdell Lane	Moulton Farm Ln	Overlay	0.75	1.25	2,005	21	514	4,678	\$46,231	\$9.88	\$657,109	\$0	None	?	No	Sum 16						
Clay Hill Rd	Mountain Road	Ramsdell Lane	Overlay	0.75	1.25	1,848	21	473	4,312	\$42,611	\$9.88	\$699,720	\$0	None	?	No	Sum 16						
Groundnut Hill Rd	Mountain Road	Clay Hill Rd	Overlay	0.75	1.00	2,900	22	681	7,089	\$61,296	\$8.65	\$761,016	\$0	None	?	No	Sum 16						
Elizabeth Ln	Chases Pond Rd	Dead End	Maint Shim	1.00	0.00	690	22	93	1,687	\$8,334	\$4.94	\$769,350	\$0	None	?	No	Sum 16						
A Street	Sea Mist	Oceanside Ave	Maint Shim	1.00	0.00	400	16	39	711	\$3,514	\$4.94	\$772,864	\$0	YWD/YSD	?	No	Sum 16						
Wild Rose Ln	York Street	Dead End	Maint Shim	1.00	0.00	400	17	41	756	\$3,733	\$4.94	\$776,597	\$0	YWD/YSD	?	No	Sum 16						
McIntire Rd	Beech Ridge Rd	Dead End	Overlay	0.75	1.00	275	13	38	397	\$3,435	\$8.65	\$780,032	\$0	KWD	?	No	Sum 16						
Riverbend	Route 1	Dead End	Overlay	0.75	1.00	900	21	202	2,100	\$18,158	\$8.65	\$798,190	\$0	YWD	?	No	Sum 16						
Bass Cove Lane	Tide Meadow Lane	Cul-De-Sac	Maint Shim	1.00	0.00	1,056	21	135	2,464	\$12,175	\$4.94	\$810,364	\$0	KWD	?	No	Sum 16						
Tide Meadow Lane	Cider Hill Rd	Cul-De-Sac	Maint Shim	1.00	0.00	1,640	22	220	4,009	\$19,808	\$4.94	\$830,172	\$0	KWD	?	No	Sum 16						
Barrell Lane	Lilac Lane	York Street (E)	Overlay	0.75	1.00	528	24	135	1,408	\$12,175	\$8.65	\$842,347	\$0	YWD/YSD	?	Yes	Sum 16						
Barrell Lane	York Street (W)	Lilac Lane	Maint Shim	1.00	0.00	1,450	24	212	3,867	\$19,105	\$4.94	\$861,452	\$0	YWD/YSD	?	Yes	Sum 16						
Nubble Road	Long Beach Ave	Shelton Ave	Overlay	0.75	1.25	4,488	26	1,424	12,965	\$128,123	\$9.88	\$926,313	\$0	YWD/YSD	?	Yes	Sum 16						
Nubble Road	Uland Pond Way	Broadway Ave	Overlay	0.75	1.25	1,900	26	603	5,489	\$54,241	\$9.88	\$980,554	\$0	YWD/YSD	?	Yes	Sum 16						
Nighthawk Dr	Chickadee Dr	Cul-De-Sac	Maint Shim	1.00	0.00	900	21	115	2,100	\$10,376	\$4.94	\$990,930	\$0	None	?	No	Sum 16						
Riverwood	Scotland Bridge Rd	Cul-De-Sac	Overlay	0.75	1.00	3,700	22	869	9,044	\$78,205	\$8.65	\$1,069,136	\$0	KWD/PSD	?	No	Sum 16						
Creation Lane	Route 1	Dead End	Overlay	0.75	1.00	950	21	213	2,217	\$19,167	\$8.65	\$1,088,302	\$0	None	?	No	Sum 16						

7	Shore Road	Bald Head Cliff Rd	Ogunquir TL	Maint Shim	1.00	0.00	5,915	21	758	13,802	\$68,194	\$4.94	\$1,156,496	\$0	\$68,194	KKW/OSD			
2	McIntire Rd	Birch Hill Road	Dead End	Overlay	0.75	1.00	275	13	38	397	\$3,435	\$8.65	\$1,159,931	\$0	\$3,435	None			
9	Long Beach Ave	Juniper Rd	Nubble Rd	Overlay	0.75	1.25	4,075	35	1,740	15,847	\$156,602	\$9.88	\$1,316,533	\$0	\$156,602	YWD/YSD	?		
6	Cape Neddick Rd	Shore Road	Habor Pines	Overlay	0.75	1.25	3,115	28	1,064	9,691	\$95,768	\$9.88	\$1,412,301	\$0	\$95,768	YWD			
2	Riversedge Rd	Cape Neddick Rd	End	Maint Shim	1.00	0.00	2,010	22	270	4,913	\$24,277	\$4.94	\$1,436,578	\$0	\$24,277	YWD			
6	Scotland Bridge Rd	Cider Hill Rd	Besch Ridge Rd	Overlay	0.75	1.25	6,445	22	1,730	15,754	\$155,685	\$9.88	\$1,592,263	\$0	\$155,685	KWD			
3	Witchtot Rd	Cider Hill Rd	End	Overlay	0.75	1.00	2,855	22	670	6,979	\$60,345	\$8.65	\$1,652,608	\$0	\$60,345	None			
7	Old Post Road	Route 1	Fieldstone Estates	Overlay	0.75	1.25	3,065	28	1,047	9,536	\$94,230	\$9.88	\$1,746,838	\$0	\$94,230	YWD	No		
3	Agamenticus Ave	Shore Road	Shore Road	Overlay	0.75	1.00	3,170	18	609	6,340	\$54,820	\$8.65	\$1,801,659	\$0	\$54,820	YWD			
9	York Street	Norwood Farms Rd	Aldis Ln	Overlay	0.75	1.50	1,359	40	746	6,040	\$67,148	\$11.12	\$1,868,807	\$0	\$67,148	YWD/YSD	?	Yes	Fall 16
2	Cornswamp Rd	Chases Pond Rd	Summer Hill Ln	Overlay	0.75	1.00	800	21	179	1,867	\$16,141	\$8.65	\$1,884,947	\$0	\$16,141	None			
6	Southside Rd	Jeffrey Dr	Woodside Meadow	Overlay	0.75	1.25	2,005	21	514	4,678	\$46,231	\$9.88	\$1,931,179	\$0	\$46,231	YWD			
6	Chase Pond Road	Forest View Dr.	Mountain Rd	Overlay	0.75	1.25	12,635	23	3,545	32,289	\$319,084	\$9.88	\$2,250,263	\$0	\$319,084	None	?	No	Fall 15
Sub Total: 108,491										27,192	278,158	\$2,432,013	#DIV/0!	\$20,526	\$2,411,488				
FY 2016 Under Construction:										\$2,432,013 #DIV/0!									
FY 2016 Paving Completed:										\$20,526 \$2,411,488									

Proposed FY2017 Capital Projects & KACTS Projects

Name	From	To	Scope	Shim/Base (inches)	Surface (inches)	Length (Ft)	Width (Ft)	Quantity (Tons)	Surface			Actual Cost (\$)	Balance (\$)	Utilities	Culverts	Curb	Schedule		
									Quantity (Sq.Yds.)	Paving Estimate	Estimated Cost/ (Sq.Yds.) Total (\$)								
Cider Hill Rd	Route 1	Rte 95 Bridge	Overlay	0.75	1.50	1,640	41	923	7,471	\$83,058	\$11.12	\$83,058	\$0	\$0	\$0	\$0	\$0		
Cider Hill Rd	Rte 95 Bridge	Gowen Lane	Overlay	0.75	1.50	4910	30	2,022	16,367	\$181,952	\$11.12	\$265,011							
Cider Hill Rd	Gowen Lane	Scotland Bridge	Overlay	0.75	1.50	4,488	30	1,848	14,960	\$166,314	\$11.12	\$431,325							
Sub Total: 11,038									\$0	\$4,792	\$431,325	33	\$431,325	0	\$0	\$0	0	\$0	
Total: 2,09																			



**Notice of Public Hearing
Board of Selectmen
August 8, 2016
7:00 PM
York Public Library**

The Board of Selectmen will conduct a Public Hearing regarding a proposed ordinance amendment to be potentially considered at the November 8, 2016 General Referendum as follows:

1. Active Duty Military Personnel Vehicle Excise Tax Exemption Ordinance

Printed copies of the proposed ordinance (draft document dated June 29, 2016) are available with the Town Clerk at the Town Hall, and a digital copy is available on the Town's Web page (www.yorkmaine.org).



**Notice of Public Hearing
Board of Selectmen
August 8, 2016
7:00 PM
York Public Library**

The Board of Selectmen will conduct a Public Hearing regarding a proposed ordinance amendment to be potentially considered at the November 8, 2016 General Referendum as follows:

1. Ordinance Regulating the Use of the Cliff Path and Fisherman's Walk

Printed copies of the proposed ordinance (draft document dated July 22, 2016) are available with the Town Clerk at the Town Hall, and a digital copy is available on the Town's Web page (www.yorkmaine.org).



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 4, 2016

ACTION

DATE ACTION REQUESTED: August 8, 2016

DISCUSSION ONLY

SUBJECT: Non-Union Personnel Policy; Section II: J. Annual Adjustment to Pay Scales; Section V: B. Health Insurance and Section V: E. Retirement Program

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

1. Revise Section II; Article J - Annual Adjustment of Pay Scales, Section V; Article B - Health Insurance, and Section V; Article E - Retirement Program, of the non-union personnel policy to incorporate the same benefit changes as those recently approved in the Fire and Dispatch Collective Bargaining Agreements.
2. Revise only Section II; J, Section V; B or Section V; E
3. Take no action on the proposed policy revisions.

RECOMMENDATION: Revise Section II; J Annual Adjustment of Pay Scales, Section V; B Health Insurance, and Section V; E Retirement Program of the non-union personnel policy to incorporate the same benefits as those recently included in the approved collective bargaining agreements.

PROPOSED MOTION: I move to approve the proposed changes to the Non-Union Personnel Policy's Section II; Article J - Annual Adjustment to Pay Scales, Section V; Article B. - Health Insurance, and Section V; Article E - Retirement Program, as reflected in the attached memorandum.

FISCAL IMPACT: TBD

DEPARTMENT LINE ITEM ACCOUNT: Multiple (salaries and benefits are budgeted by department)

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Liam Gallagher, HR Director

REVIEWED BY: 



Town of York

186 York Street
York, Maine 03909-1314

To: Board of Selectmen
Cc: Stephen H. Burns, Town Manager
From: Liam Gallagher
Subj: Non-Union Personnel Policy Change
Date: August 4, 2016

The Town's non-union personnel policy has not been formally amended in nearly thirteen years and is in need of both routine updates and larger overhaul to distinguish between non-union personnel benefits and policies that apply to all Town employees irrespective of bargaining status. While we have aspirations of completing this much needed policy update over the next 6 – 9 months, we would like to begin the initiative by moving to adopt the changes to the cost of living adjustment, health insurance, and retirement policies as reflected in the recently ratified collective bargaining agreements with the Dispatch and Fire units.

We would propose the following change (underlined portion) to **Section II; Article J. Annual Adjustment to Pay Scales;**

"The Board of Selectmen will grant a cost of living increase in compensation to employees in the pay scale plan, effective July 1 of each year, in order to maintain the wage scales at a competitive level. The consumer price index in December of the previous year (CPI-W – All items index, U.S. City Average) will be the indicator of the annual adjustment. Beginning July 1, 2017, the cost of living will be equal to the CPI-W for the 12-month period ending December of 2016 at a rate not less than 1% and not more than 5%. Beginning July 1, 2018, the cost of living will be equal to the CPI-W for the 12-month period ending December of 2017 at a rate not less than 0% and not more than 5%. The COLA will be reviewed if sufficient funds are not appropriated."

We would propose the following change (underlined portion) to the **Section V; Article B. Health Insurance;**

"The Board of Selectmen, through a selected carrier will provide a Comprehensive Health Plan for all eligible employees. The Town Manager has the authority to include Domestic Partner Insurance."

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

Effective January 1, 2018, the Town shall offer through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive Point of Service (POS) - C, POS-200 and PPO-500 plans. The

Town will contribute an amount equal to (87.5%) percent of the POS200 premium irrespective of plan selection with the member paying the applicable balance of said plan."

Should an employee be eligible and opt not to participate in the health benefit (to be known as the health benefit pay option) the Town will provide an annual reimbursement. Effective July 1, 2003 the rate will be \$1,200 per year, which will be reviewed on a yearly basis. This payment will be made in December and June of each calendar year and will be at a rate of \$100.00 per month for each month the employee does not take health benefits from the Town. Employees must show proof of comparable insurance to qualify. Effective January 1, 2018, employees declining coverage under the Town's medical insurance plan will be provided 25% of the employer savings for the coverage they are otherwise eligible for. For employees who decline enrollment in the Town's insurance plan due to coverage through a relative (spouse or parent) also employed by the Town and obtaining coverage through the Town, the Town will provide medical insurance at no cost to either employee however the Town reserves the right to dictate the manner in which the coverage will be provided.

Effective July 1, 2014, the Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. For employees enrolled in the MMEHT POS C plan or declining the Town provided medical insurance, the Town will contribute \$400 annually to the section 125 plan for each employee. For employees enrolled in the MMEHT POS 200 plan, the Town will contribute \$500 annually to the section 125 plan for each employee. Effective January 1, 2018, the Town will contribute \$500 annually to the section 125 plan."

Lastly, we would propose the following change (underlined portion) to **Section V; Article E. Retirement Program;**

"The Town of York will offer a choice of retirement programs to all full-time employees. The Town will contribute on behalf of the employee in either the Maine Public Employees Retirement System as a Participating Local District or an ICMA-RC defined contribution retirement plan.

Maine Public Employees Retirement System

The employer's contribution, as mandated by the Maine Public Employees Retirement System, will be paid by the Town for all eligible and participating full-time employees.

I.C.M.A.-RC Defined Contribution Plan

All full-time employees hired prior to July 1, 2016, not participating in the Maine Public Employees Retirement System, will receive a contribution equal to 7.5% of employee's salary in a I.C.M.A. 457 deferred compensation plan. For employees hired on, or after, July 1, 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to an I.C.M.A. defined contribution plan."

The intention of the changes above is to bring the non-union benefit policy in-line with those offered to bargaining employees; a major policy objective of the Town Manager's department. Moving forward we will continue to bring forward benefit policy proposals for non-union employees when significant inequities between bargaining and non-bargaining group are identified or created.

Beyond non-union benefits, over the next six months we anticipate we will be bringing forward new or revised policies on harassment, IT acceptable use, family medical leave, and academic reimbursement for the Board's discussion and consideration.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: August 8, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Ordinance Amendments	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board is conducting public hearings on two ordinances at this meeting, and each should be forwarded to the August 22nd meeting for second public hearings. Changes are allowed following this public hearing, but this is the final opportunity for changes if the ordinances are to be presented to the voters in November.

RECOMMENDATION: I recommend the Board send each of these two proposals forward for a second public hearing at the next meeting in August.

PROPOSED MOTION: I move to send the proposed Excise Tax Exemption Ordinance and the proposed amendment of the Ordinance Regulating Use of the Cliff Path and Fisherman's Walk to a second public hearing on August 22nd. (If changes are desired, identify those here – for instance, if you want to change "Cliff Path" to "Cliff Walk.")

Prepared by Stephen H. Burns, Town Manager: 

Proposed Amendment

to be considered at a

November General Referendum

Amendment

1. **Active Duty Military Personnel Vehicle Excise Tax Exemption Ordinance**

Amendment #1

Draft Amendment to be voted in November 2016

DRAFT – June 29, 2016

Page 1

*Active Duty Military Personnel Vehicle Excise Tax Exemption
Ordinance*

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

Article X

The Town hereby ordains amendment of the **Ordinance** to adopt a new standalone ordinance herein referred to as the “Active Duty Military Personnel Vehicle Excise Tax Exemption Ordinance.”

Statement of Fact: The purpose of this ordinance is to provide a vehicle excise tax exemption for York residents who are on active duty serving in the United States Armed Forces and are either permanently stationed at a military or naval post, station or base outside of Maine or are deployed for military service for a period of more than 180 days and desire to register their vehicle(s) in York.

Amendment:

Incorporate the following ordinance to the existing “Financial” ordinances in town:

See attached, “Active Duty Military Personnel Vehicle Excise Tax Exemption Ordinance”

Recommended by the Board of Selectmen:

**ACTIVE DUTY MILITARY PERSONNEL
VEHICLE EXCISE TAX EXEMPTION ORDINANCE**

Section 1. Authority.

This ordinance is enacted pursuant to 36 M.R.S.A. § 1483-A, which expressly authorizes such ordinances.

Section 2. Excise tax exemption; qualifications.

Vehicles owned by a resident of this municipality who is on active duty serving in the United States Armed Forces and who is either permanently stationed at a military or naval post, station or base outside this State or deployed for military service for a period of more than 180 days and who desires to register that resident's vehicle(s) in this State are hereby exempted from the annual excise tax imposed pursuant to 36 M.R.S.A. § 1482.

To qualify for this exemption, the resident must present to the municipal excise tax collector certification from the commander of the resident's post, station or base, or from the commander's designated agent, that the resident is permanently stationed at that post, station or base or is deployed for military service for a period of more than 180 days.

For purposes of this section, "United State Armed Forces" includes the National Guard and the Reserves of the United States Armed Forces.

For purposes of this section, "deployed for military service" has the same meaning as in 26 M.R.S.A. § 814(1)(A).

For purposes of this section, "vehicle" has the same meaning as in 36 M.R.S.A. § 1481(5).

Section 3. Effective date; duration.

This ordinance shall take effect immediately upon enactment by the municipal legislative body unless otherwise provided and shall remain in effect unless and until it or 36 M.R.S.A. § 1483-A is repealed.

Statement of Fact
ACTIVE DUTY STATIONED IN MAINE EXCISE TAX EXEMPTION

Name: _____

DOB: _____

Unit: _____

Phone: _____

Station/Base: _____

Home of Record (legal address claimed for tax purposes):

Commander's Certification:

This individual is permanently assigned to the unit and station identified above, is on active duty serving in the United States Armed Forces or is in the National Guard or Reserves of the United States Armed Forces deployed to said unit/station for Military Service for a period of more than 180 days.

Commanding Officer/Executive Officer
or designated Representative

(Signature)

(Date)

Proposed Amendment

Ordinance Regulation Use of the Cliff Path and Fisherman's Walk

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

Article X

The Town hereby ordains amendment of the **Ordinance Regulating Use of the Cliff Path and Fisherman's Walk** to alter the hours the path is open to the public, to prohibit domestic animals on the Cliff Walk, and to prohibit municipal off-site signs relating to the Cliff Walk or the Fisherman's Walk.

Statement of Fact: The purpose of this amendment is to alter Town regulations in a manner that will reduce adverse impacts to the property owners along these two Walks.

Recommendations

Recommended by the Board of Selectmen:

Amendment: Amend the language of Section 4, Domestic Animals, as follows:

4 Domestic Animals

Domestic Animals are not permitted on the *Fisherman's Walk* except when on a leash. The animal's owner is responsible for cleaning up any waste left by the pet. *Except for service animals, domestic animals are prohibited on the Cliff Walk, from Harbor Beach Road northerly.*

Amend the language of Section 5, Hours of Operation, as follows:

5 Hours of Operation

The section of the Walk beyond Harbor Beach in a northeasterly direction will be open for use in accordance with the provisions of this Ordinance from ~~½ hour before~~ sunrise until ~~½ hour after~~ sunset. Any portion of the Walk may be closed when in the opinion of Town personnel hazardous conditions necessitate or repairs are required.

Insert a new Section 5-A, Prohibition of Municipal Off-Site Signs, as follows:

5-A Prohibition of Municipal Off-Site Signs

The Town shall not post any signs directing the public to the Walk that are not on or immediately adjacent to the Walk, and shall remove any such signs that exist prior to enactment of the amendment of the Ordinance.



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 4, 2016

ACTION

DATE ACTION REQUESTED: August 8, 2016

DISCUSSION ONLY

SUBJECT: York County Maine Public Works Mutual Aid and Assistance Agreement.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

Discussion and relevant project history:

- York DPW has been an active participant in the York County Public Works Group.
- The group has been working on a York County Public Works Mutual Aid and Assistance Agreement since its inception.
- The Agreement is similar to the agreements that many York County public safety agencies have had in place for many years.
- In June 2016 The York County Public Works Group finalized the agreement with the help of Staff from SMPDC.
- In July 2016 The final agreement was sent to York County Towns to be presented to City Counsels and Select Boards

Included with the selectmen's action form is a copy of the York County Public Works Mutual Aid and Assistance Agreement.

RECOMMENDATION: Approve the York County Public Works Mutual Aid and Assistance Agreement.

PROPOSED MOTION: I move to authorize the Town Manager to sign the York County Public Works Mutual Aid and Assistance Agreement.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____

REVIEWED BY: _____

A handwritten signature in blue ink, appearing to be "John V.", written over a horizontal line.

**York County Maine Public Works Mutual Aid Agreement
Mutual Aid and Assistance Agreement**

This public works mutual aid agreement is entered into on the ____ day of _____ 2016 ("Effective Date"), by and among the signatory hereto and the municipalities listed on Appendix D, all being bodies politic and corporate located in the County of York and State of Maine ("Agreement").

WHEREAS, 37-B M.R.S.A. § 784 authorizes political subdivisions of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted;

WHEREAS, 37-B M.R.S.A. § 701 *et seq.*, 14 M.R.S.A. § 8101 *et seq.*, and related state statutes set forth details concerning powers, duties, rights, privileges, immunities of political subdivisions of the state rendering outside aid;

WHEREAS, 30-A M.R.S.A. § 2201 *et seq.* provides for interlocal cooperation between and among political subdivisions of the state;

WHEREAS, the State of Maine is geographically vulnerable to hurricanes, tornadoes, blizzards, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks, and other governmentally-owned facilities;

WHEREAS, the Parties to this Agreement recognize that additional public works manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur and wish to work cooperatively in that regard;

WHEREAS, the political subdivisions also wish to undertake non-emergency joint public works projects in order to collaboratively gain from the extensive resources available from participating subdivisions as a whole;

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their public works personnel and the public works personnel of other political subdivisions of the State by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their public works personnel to implement detailed administrative procedures to be used during emergencies and other non-emergency joint public works projects which foster partnering,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

- A. "*Agreement*" means this document, the York County Public Works Mutual Aid Agreement.
- B. "*Requesting Party*" means the political subdivision requesting aid in the event of an emergency or other non-emergency joint public works project.
- C. "*Assisting Party*" means the political subdivision furnishing equipment and/or manpower to the Requesting Party.
- D. "*Authorized Representative*" means an employee of a participating government authorized by that government to request, offer, or provide assistance under the terms of this Agreement (a list of the authorized representatives for the signing participating government is attached to this Agreement as Appendix A).
- E. "*Emergency*" means any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property and declared as such by the participating government.
- F. "*Participating Government*" means any political subdivision of the State of Maine which executes this Public Works Mutual Aid Agreement.
- G. "*Period of Assistance*" means the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the location of the Requesting Party.
- H. "*Political Subdivision*" means any county or municipality created pursuant to Maine law.
- I. "*Work or Work-Related Period*" means any period in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government becomes affected by an Emergency, it shall invoke Emergency-related mutual aid assistance by declaring a state of local emergency. The following procedures shall then be followed to request public works mutual aid from another Participating Government. These same procedures should also be applied when requesting assistance for non-emergency joint public works projects.

A. The Requesting Party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information.

1. A general description of the damage sustained;
2. Identification of the part of the infrastructure system for which assistance is needed (e.g., streets, sanitary sewer, potable water, or storm water systems) and the type of work assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
4. The present weather conditions and the forecast for the next twenty-four hours;
5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party;
6. The recommended route between the Requesting Party's and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

B When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess his government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative determines that their Participating Government is capable of and willing to provide assistance, they shall so notify the Authorized Representative of the Requesting Party, and provide reasonable estimates of the following information:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel;
5. The estimated time when the assistance provided will arrive at the location

designated by the Authorized Representative of the Requesting Party.

C. The personnel and equipment of the Assisting Party shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall suggest work assignments and schedules for the personnel of the Assisting Party; however, the designated supervisory personnel of the Assisting Party shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and a log of equipment hours; shall be responsible for the operation and maintenance of the equipment furnished by the Assisting Party; and shall report work progress to the Requesting Party. Notwithstanding, anything found elsewhere in this Agreement, the supervisory personnel of the Assisting Party shall have the exclusive right to refuse work deemed by them to be dangerous, unsafe or inappropriate for their crews, equipment, or supplies, given the circumstances.

D. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at anytime after giving notice to that effect to the Requesting Party.

E. The Requesting Party, during a declared emergency, shall, as necessary, provide food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to time of their departure. Such benefit shall be furnished when conditions are not suitable for travel or when extended hours of work will not permit sufficient rest period.

F. The Requesting Party shall provide communications between the personnel of the Assisting Party and the Requesting Party.

G. Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive compensation, incidental to their employment.

H. The Requesting Party shall complete a written agreement regarding the assistance to be rendered, setting forth the terms agreed upon in the telephone request to the Assisting Party, and shall transmit said agreement by the quickest practical means to the Assisting Party for approval. A sample form is attached as Appendix C. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means, maintaining a copy for its files.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the involved Parties and specified in the written agreement executed in accordance with paragraph 2.H. of this Agreement.

A. *Personnel:* During the Period of Assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and contracts. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Requesting Party shall reimburse any amounts paid or due for compensation to employees of the Assisting Party under the terms of the Maine Workers' Compensation Act due to personal injury or death occurring while providing services to the Requesting Party. While the Requesting Party shall reimburse the Assisting Party for payments made in workers compensation benefits required to be paid to its employees due to personal injury or death, both the Requesting and Assisting Party shall enjoy immunity from civil prosecution as provided for in the Maine Workers' Compensation Act.

B. *Equipment:* The Assisting Party shall be reimbursed for the use of its equipment during the Period of Assistance according to the latest FEMA Schedule of Equipment Rates. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs for the Assisting Party's equipment during the period of assistance may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.

C. *Materials and Supplies:* The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of a declared emergency in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus ten (10) percent of such cost. In the alternative, the involved Parties may agree that the Requesting Party will replace,

with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. *Record Keeping.* The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publication DR&R 7 (Disaster Response and Recovery). Requesting Party finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. For non-emergency mutual aid programs, the prepared mutual aid record keeping system invoice form will be use.

E. *Payment.* Unless otherwise mutually agreed in the written agreement executed, in accordance with paragraph 2.H. or a subsequent written addendum to the agreement, the Assisting Party shall bill the Requesting Party's department for all reimbursable expenses with an itemized invoice not later than sixty (60) days following the Period of Assistance; and the Requesting Party shall pay the bill in full not later than thirty (30) days following the billing date. Unpaid bills shall become delinquent upon the 31st day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to day operations, and determine for itself what kinds of insurance, and in what amounts, it will carry. Each Participating Government will have a letter on file from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached as Appendix B to the executed copy of this Agreement, which is filed with the York County Emergency Management Agency, SMPDC, and each Participating Government. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 5. INDEMNIFICATION

Each Member Municipality shall indemnify, defend and hold harmless the other Member Municipalities to this Agreement and its and their officers, agents and employees from all claims, causes of actions, judgments, damages, losses and expenses, including attorney fees, arising out of or resulting from negligent acts or omissions of the indemnifying Member Municipality and its officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity

under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et, seq.) or the Maine Emergency Management Act (37-B M.R.S.A. § 822), as may be amended from time to time, or any other immunities or defenses under other applicable law.

SECTION 6. LENGTH OF TIME FOR EMERGENCY AND NON-EMERGENCY SERVICES

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) calendar days. It may be extended, if necessary, in 72-hour increments. Non-emergency assistance will be rendered to the limits satisfactory to partnering effort as mutually agreed by Participating Governments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically renew in successive one (1) year terms when approved under Section 10. The Agreement can be terminated but must be in writing by the participating government. Written notice of such termination shall be made in writing and shall be served personally or by registered mail upon the York County Emergency Management Agency.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof. Each participating government shall file an executed copy of this Agreement with the York County Emergency Management Agency and SMPDC.

SECTION 9. ROLE OF YORK COUNTY EMERGENCY MANAGEMENT AGENCY

The only responsibilities the York County Emergency Management Agency shall have under this Agreement is to serve as a central depository for executed Agreements, to maintain a current listing of Participating Government and their Authorized Representatives which is set forth herein as Appendix D, and to provide an updated copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 10. AGREEMENT FILING PROVISIONS

Counterparts of the Agreement with original signatures and copies of insurance letters shall be filed and maintained at the York County Emergency Management Agency in Alfred, Maine including all Participating Governments. This agreement must be filed with the Secretary of State as well.

SECTION 11. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated so long as the primary goals of the Parties can still be effectuated.

APPROVE ONLY ONE BELOW:

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____ day of _____, 2016.

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____ day of _____, 2016 and further reserve the privilege of an automatic annual renewal by same governing body understanding that any lapse to this agreement will result in loss of service from neighboring communities as could be necessary.

PARTICIPATING GOVERNMENT:

CITY/TOWN: _____

BY: _____

(Typed or Printed Name and Title)

ATTEST: _____ (AFFIX SEAL)

(Typed or Printed Name and Title)

**ATTACH INSURANCE LETTER OR RESOLUTION and
MAIL AN EXECUTED COPY OF THE AGREEMENT TO:**

Southern Maine Planning and Development Commission
110 Main Street Suite 1400
Saco, ME 04072

Appendix A
Public Works Mutual Aid Agreement
Authorized Representative Contact Information

This document shall be updated and distributed by the York County Emergency Management Agency and SMPDC as set forth in the Public Works Mutual Aid Agreement.

DULY AUTHORIZED REPRESENTATIVE
(the emergency contact for the mutual aid program)

Name: _____

Title: _____

Municipality: _____

Address: _____

City-Town/State/Zip: _____

Work Phone: _____

Cell/Emergency Phone: _____

Email: _____

Fax: _____

Pager: _____

Radio Frequency: _____

Appendix B
Public Works Mutual Aid Agreement
Insurance Information from Participating Government
[To be inserted]

Appendix C
Public Works Mutual Aid Agreement
Sample Request Letter and Provide Letter

Sample Letter for Requesting Aid – “Requesting Party”

«Date»

«Name of Provider»

«Address of Provider»

Dear «Provider Contact»;

This letter is to request aid under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by your governing board.

The «Town/City of» requests mutual aid for a disaster that «Is Imminent/Is In Progress/Has Occurred». «Description of Disaster» (try to limit to three sentences).

The services requested are «Specify Equipment, Personnel, Materials, and Supplies». The services will be required for «Length of Time», beginning «Date When Assistance Should Arrive».

Please have your designated personnel meet «Your Contact Person» at «Specify Location» at «Specify Time» on «Specify Date».

Sincerely,

Name of Authorized Recipient Representative
Title of Authorized Recipient Representative

Sample Letter for Providing Aid – “Assisting Party”

«Date»

«Name of Recipient»

«Address of Recipient»

Dear *«Authorized Recipient Contact»*;

This letter is in response to your request for mutual aid dated *«Specify Date»* under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by our governing board.

The *«Town/City of»* will send the following *«Specify Equipment, Personnel, Materials, and Supplies»* for a period of *«Specify Number»* days, and will attempt when possible to provide twenty-four (24) hours notice of our intent to terminate assistance.

Our team will arrive at *«Specify Location»* at *«Specify Time»* on *«Specify Date»*. *«Specify Name»* will be responsible for the supervision of our team during its duration in your community.

Sincerely,

Name of Authorized Provider Representative

Title of Authorized Provider Representative

Appendix D
Public Works Mutual Aid Agreement
List of Participating Governments and Their Authorized Representatives

[To Be Inserted]



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: August 8, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Jerry Allen's Resignation	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Jerry Allen resigned his seat on the Budget Committee on July 21st. Responsibility for filling this vacancy falls on the Board of Selectmen. The process is controlled by Charter Article V, Section 3.D, a copy of which is attached.

The Board's long-term responsibility is to call a Special General Referendum so the voters can elect a successor. I recommend the Board call this meeting to coincide with the November General Referendum. The person elected at that time will serve the remainder of the term, which expires in May 2018.

The Board's short-term choice is whether or not to appoint someone to fill the position between now and the election. Any person appointed may not run for the seat.

RECOMMENDATION: n.a.

PROPOSED MOTION: I move to accept Jerry Allen's resignation with regret, and to call a Special General Referendum for November 8, 2016, for the purpose of electing a person to fill the vacant seat on the Budget Committee.

It is the Board's choice whether or not to appoint someone for the intervening period.

Prepared by Stephen H. Burns, Town Manager:

accordance with the above criteria, except that the Superintending School Committee shall make such a determination with regards to its members.

D. When there is a vacancy in any Town office or position appointed pursuant to Article III of this Charter, the Town Manager or the Board of Selectmen, whichever is the appointing authority, shall appoint a qualified person to fill the vacancy for the remainder of the unexpired term. Except in cases of recall governed by Article VII, when a vacancy occurs in any Town office or position elected pursuant to Article III of this Charter, other than in the office of Selectman, the Board of Selectmen may appoint a qualified person to fill the vacancy who shall serve until a successor is elected in accordance with this section. A vacancy in the office of Selectman shall continue until a successor is elected. When there is a vacancy in an elected office, the Selectmen shall call a Special General Referendum to fill the vacancy within thirty (30) days after the vacancy occurs except that if the vacancy occurs at least seventy (70) and not more than one hundred twenty (120) days before the date of the election of Town officials at the Budget Referendum, the successor shall be elected then. Any successor elected pursuant to this section shall serve for the remainder of the unexpired term. No person appointed to fill a vacancy may be a candidate in the election for a successor.

E. In the event that a sufficient number of members of a board, commission or committee resign so as not to have a quorum of members remaining, the board, commission or committee shall continue to conduct its business until the vacant positions become filled in accordance with Article V Section 3 of this Charter. However, no policy matters shall be enacted or changed in the absence of a quorum of the membership.

ARTICLE VI: TRANSITIONAL PROVISIONS

Section 1: CONTINUATION OF ORDINANCES

A. All ordinances, resolutions, rules and regulations of the Town and votes of Town Meetings which are in force on the effective date of this Charter, not inconsistent with the provisions of this Charter, shall continue in force until amended or repealed.

Section 2: CONTINUATION OF GOVERNMENT

A. All departments, boards, commissions, and committees and other Town bodies existing on the effective date of this Charter or established by this



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2016

ACTION

DATE ACTION REQUESTED: August 8, 2016

DISCUSSION ONLY

SUBJECT: Board and Committee Appointments

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

On August 1 the Board of Selectmen interviewed the following applicants:

- Timothy Greer – Harbor Board (1 Regular/1 Alternate Vacancy)
- Gerry Runte – Energy Steering Committee (1 Alternate Vacancy)
- David White – Energy Steering Committee (1 Alternate Vacancy)
- Steve Hershfield – Tax Task Force (6 Regular Vacancies)
- Michael Schambach – Conservation Commission (1 Regular/1 Alternate Vacancy)
- Bryce Waldrop – Historic District Commission (1 Regular/3 District Representatives)
- Timothy Kortez – Police Station Building Committee (1 Regular Vacancy)

Please note that there are two applicants and only one vacancy on the Energy Steering Committee. The typical term length is three years, bringing any appointments made tonight to an expiration date of June 30, 2019 with the exception of the Police Station Building Committee, as it is an ad hoc committee with no expiration date.

RECOMMENDATION:

PROPOSED MOTION:

I move to appoint _____ as a Regular/Alternate Member to _____, with a term expiring June 30, 2019.

PREPARED BY: _____

REVIEWED BY: _____



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2016	<input checked="" type="checkbox"/> ACTION
DATE ACTION REQUESTED: August 8, 2016	<input type="checkbox"/> DISCUSSION ONLY
SUBJECT: Board and Committee Reappointments	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: I reached out to the board and committee members that have terms expiring June 30, 2016 back in June to see if they wish to be considered for reappointment. Below are the rest of the committee members who wish to be considered for reappointment. The typical term length is three years.

Pricilla Cookson – Conservation Commission
Michael Sinclair – Harbor Board
Jon Powers – Historic District Commission
Roslyn Birger-Hershfield – Municipal Social Services Review Board
Deborah Meyers – Senior Citizens Advisory Board (Alternate)

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

PROPOSED MOTION:

I move to reappoint Pricilla Cookson as a Regular Member to the Conservation Commission, with a term expiring June 30, 2019.

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

I move to reappoint Jon Powers as a Regular Member to the Historic District Commission, with a term expiring June 30, 2019.

I move to reappoint Roslyn Birger-Hershfield as a Regular Member to the Municipal Social Services Review Board, with a term expiring June 30, 2019.

I move to reappoint Deborah Meyers as an Alternate Member to the Senior Citizens Advisory Board, with a term expiring June 30, 2019.

PREPARED BY: _____

REVIEWED BY:  _____



REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 4, 2016	<input type="checkbox"/> ACTION
DATE ACTION REQUESTED: August 8, 2016	<input checked="" type="checkbox"/> DISCUSSION ONLY
SUBJECT: Possible Additional Meeting in September	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Having a single meeting in the month of July caused us to run very late that one night, and in hopes of preventing this from happening again I am wondering if the Board members are interested in and available for a second meeting in September, if it is needed.

The one meeting currently scheduled will be held on September 12th. The additional meeting would be the following week, on September 19th. The reason the regular 4th Monday of the month doesn't work is that I will be away at the annual ICMA convention. The next meeting in the queue will be October 3rd (to avoid Columbus Day).

At this time I have no expectation one way or the other about the need for a second meeting so this matter is posed to the Board so we'll know our options ahead of time.

The approved annual meeting schedule is attached.

RECOMMENDATION: n.a.

PROPOSED MOTION: n.a.

Prepared by Stephen H. Burns, Town Manager:

Board of Selectmen's Meeting Schedule

APPROVED 5/23/2016

June 2016

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2016

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Holidays

July 4, 2016	Independence Day	December 26, 2016	Christmas Day (Observed)
September 5, 2016	Labor Day	January 2, 2017	New Years Day (Observed)
October 10, 2016	Columbus Day	January 16, 2017	Martin Luther King, Jr. Day
November 11, 2016	Veterans Day	February 20, 2017	Presidents Day
November 24, 2016	Thanksgiving Day	April 17, 2017	Patriots Day
November 25, 2016	Day After Thanksgiving	May 29, 2017	Memorial Day

Quarterly - Joint Planning Board Meetings

June 27, 2016	Monday	December 12, 2016	Monday
September 22, 2016	Thursday	March 24, 2017	Thursday