



Town of York

186 York Street
York, Maine 03909-1314

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

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

www.yorkmaine.org

BOARD OF SELECTMEN'S POLICE STATION WORKSHOP 2:00 - 4:00PM THURSDAY, OCTOBER 16, 2014 YORK PUBLIC LIBRARY

Call to Order

A. Police Station Workshop

1. Interviews – Applicants for Municipal Building Committee
 - a. Judy Romano
 - b. James Towle
 - c. Howard Koeppl
 - d. William Masterson
2. Municipal Building Committee Charter
3. Budgets – Police Station and Connector Road
4. Construction Cost Estimate
5. Construction Manager/Clerk of the Works

Adjourn



Town Manager's Office 363-1000
 Finance Office 363-1004
 Facsimile 363-1009/363-1019

Community Development 363-1002
 Planning Department 363-1007
 Town Clerk/Tax Collector 363-1003

APPLICATION FOR MEMBERSHIP

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: Judith B. Romano Date: _____
 Physical Address: 117 Long Sands Rd D 207 York Maine 03909
 Mailing Address: Same
 Home Telephone: _____ Mobile Telephone: 617-605 2621
 Email: haijude13@yahoo.com State of Residency: Maine
 Why do you wish to serve? I am a concerned citizen and I want to be involved in the community

Why expertise can you provide? I have been on many boards in the city of Manchester N.H. ex VNA GFWC state board + city board, NYHRA board 25 yrs

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

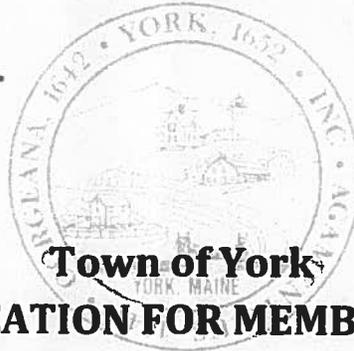
<input type="checkbox"/>	Appeals Board	<input type="checkbox"/>	Parks and Recreation Board
<input type="checkbox"/>	Assessment Review Board	<input type="checkbox"/>	Planning Board
<input type="checkbox"/>	Cable TV Regulatory Commission	<input type="checkbox"/>	Senior Citizens Advisory Board
<input type="checkbox"/>	Conservation Commission	<input type="checkbox"/>	Shellfish Conservation Commission
<input type="checkbox"/>	Energy Efficiency Steering Committee	<input type="checkbox"/>	Sohier Park Committee
<input type="checkbox"/>	Harbor Board	<input type="checkbox"/>	York Harbor Site Design Review Board
<input type="checkbox"/>	Historic District Commission	<input type="checkbox"/>	York Housing Authority
<input type="checkbox"/>	Municipal Social Services Review Board	<input checked="" type="checkbox"/>	Other: <u>Municipal Bldg Com. (Police Sta)</u>

BELOW IS FOR OFFICE USE ONLY

Received Date: ___/___/___ Received By: _____
 Interview Date: ___/___/___ Appointment Date: ___/___/___

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APPLICATION FOR MEMBERSHIP

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: James Towle Date: 8/13/14
 Physical Address: 101 Fieldstone Estates Rd York
 Mailing Address: SAME
 Home Telephone: 207 361-3306 Mobile Telephone: 978 886-5364
 Email: jimmie@maine.rr.com State of Residency: ME

Why do you wish to serve? I believe that all persons should help and serve the community they live in. This project has been long in coming, has had many problems and now is at the time to move forward toward completion. Having followed the situation from a distance, I now would like to help in its completion.

Why expertise can you provide? I have spent my entire career in management, from retail to food service and to construction. I am a problem solver, but more importantly someone who can lead before problems have a chance to begin.

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH

TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

Appeals Board	Parks and Recreation Board
Assessment Review Board	Planning Board
Cable TV Regulatory Commission	Senior Citizens Advisory Board
Conservation Commission	Shellfish Conservation Commission
Energy Efficiency Steering Committee	Sohier Park Committee
Harbor Board	York Harbor Site Design Review Board
Historic District Commission	York Housing Authority
Municipal Social Services Review Board	Other: <u>Building Committee - Police Sta. & Connector Rd</u>

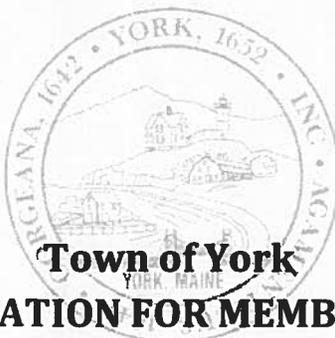
BELOW IS FOR OFFICE USE ONLY

Received Date: ___/___/___ Received By: _____

Interview Date: ___/___/___ Appointment Date: ___/___/___

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Town of York
APPLICATION FOR MEMBERSHIP

Town Boards, Committees and Commissions

PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE

Name: HOWARD KOEPEL Date: 5 MAY 14

Physical Address: 300 LONG SANDS

Mailing Address: SAME YORK 03909

Home Telephone: 363-5873 Mobile Telephone: 475-6824

Email: hkoepel5873@hotmail.com State of Residency: ME

Why do you wish to serve?
When I start something, I like to finish it.

Why expertise can you provide?

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

<input type="checkbox"/>	Appeals Board	<input type="checkbox"/>	Parks and Recreation Board
<input type="checkbox"/>	Assessment Review Board	<input type="checkbox"/>	Planning Board
<input type="checkbox"/>	Cable TV Regulatory Commission	<input type="checkbox"/>	Senior Citizens Advisory Board
<input type="checkbox"/>	Conservation Commission	<input type="checkbox"/>	Shellfish Conservation Commission
<input type="checkbox"/>	Energy Efficiency Steering Committee	<input type="checkbox"/>	Sohier Park Committee
<input type="checkbox"/>	Harbor Board	<input type="checkbox"/>	York Harbor Site Design Review Board
<input type="checkbox"/>	Historic District Commission	<input type="checkbox"/>	York Housing Authority
<input type="checkbox"/>	Municipal Social Services Review Board	<input checked="" type="checkbox"/>	Other: <u>MBC Police Station</u>

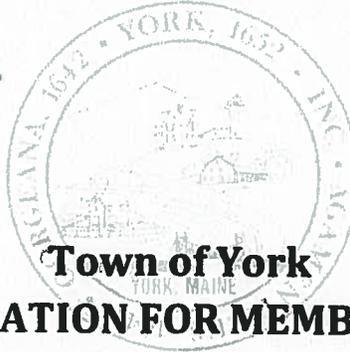
BELOW IS FOR OFFICE USE ONLY

Received Date: ___/___/___ Received By: _____

Interview Date: ___/___/___ Appointment Date: ___/___/___

Town Manager's Office 363-1000
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Town of York
APPLICATION FOR MEMBERSHIP

Town Boards, Committees and Commissions

| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER'S OFFICE |

Name: WILLIAM H. MASTERSON Date: OCT 7, 2014

Physical Address: 87 DARCY RD

Mailing Address: SAME

Home Telephone: 363-0059 Mobile Telephone: NONE

Email: _____ State of Residency: ME

Why do you wish to serve? I BELIEVE THAT COMPLETING THE NEW POLICE STATION IS A VERY IMPORTANT PROJECT & I WOULD LIKE TO HELP GETTING THIS DONE.

Why expertise can you provide? I WORKED IN THE ARCHITECTURAL FIELD FOR OVER 40 YEARS, WORKING ^{AT} ON JOB SITES AS THE OFFICES CONSTRUCTION INSPECTOR. ALSO A YEAR AS A CODE ENFORCEMENT INSPECTOR IN YORK, & 3 YEARS ON THE HOUSING AUTHORITY.

PLEASE CHECK THE BOARD(S), COMMITTEE(S) OR COMMISSION(S) YOU WISH

TO APPLY TO FOR MEMBERSHIP CONSIDERATION:

Appeals Board	Parks and Recreation Board
Assessment Review Board	Planning Board
Cable TV Regulatory Commission	Senior Citizens Advisory Board
Conservation Commission	Shellfish Conservation Commission
Energy Efficiency Steering Committee	Sohier Park Committee
Harbor Board	York Harbor Site Design Review Board
Historic District Commission	York Housing Authority
Municipal Social Services Review Board	Other: <u>Building Committee</u>

BELOW IS FOR OFFICE USE ONLY

Received Date: 10 / 7 / 2014 Received By: mmavery

Interview Date: ___/___/___ Appointment Date: ___/___/___

Municipal Building Committee – Committee Charter

DRAFT – September 19, 2014

Ad Hoc Committee. The Municipal Building Committee is an ad hoc committee created by and answerable to the Board of Selectmen. It shall operate until completion of the new Police Station and Connector Road between Ridge Road and Route One, or until terminated by vote of the Board of Selectmen.

Membership. The Committee shall be comprised of 7 voting members, which shall include 5 at-large members appointed by the Board of Selectmen, one member of the Budget Committee appointed by the Budget Committee, and one member of the Board of Selectmen appointed by the Board of Selectmen. A quorum for purposes of voting shall require a minimum of 4 members present and voting, and decisions shall be by majority vote.

Meetings. All meetings of the Committee shall be broadcast on Channel 3, and minutes shall be taken in accordance with Roberts Rules of Order.

Scope of Responsibilities. The Committee shall advise the Board of Selectmen with respect to completion of two construction projects, the Police Station Project and the Connector Road Project, and with respect to related matters (such as implementation of work associated with the agreement with Mr. Cragin) as are required to complete these two projects. Further, the Committee shall supervise construction of the Police Station as required by the Town of York Home Rule Charter.

Project Goal. It is the goal of the Town to complete the Police Station and Connector Road projects successfully, within approved budgets, in a manner that results in full compliance with all applicable laws. Within this overall goal, there are two objectives listed in the order of importance:

Objective #1. The first goal of the Committee is to help ensure completion of a new Police Station, communications tower, and the connector road to Ridge Road. Success will be determined by receipt of an Occupancy Permit for the building, establishment of a new communications system, satisfaction of the Maine DEP and US Army Corps of Engineers with regard to correction of past violations, and completion of all related matters located easterly of road station 33+50 (just past the end of the sewer line), including the property exchange with Mr. Cragin.

Objective #2. The second goal of the Committee is to help ensure completion of a new connector road from the Police Station westerly to Route One. Success will be determined by the opening of a road to the public between Ridge Road and Route One, and completion of all related matters located westerly of road station 33+50.

Duties. The Committee shall:

1. Become familiar with the plans, permits, approvals and past violations associated with this project.
2. Develop an understanding of the project budgets and project costs.
3. Advise the Board of Selectmen through the process of getting the projects under contract, and as necessary, recommend to the Board of Selectmen modifications necessary to complete the projects within the limits of approved budgets.
4. Serve as the Town's liaison with the design consultants.
5. Solicit any decisions of the Board necessary to successfully complete the projects. At a minimum, the Board of Selectmen shall be required to approve in advance:
 - a. Submittal of an application for a building permit for the Police Station and accessory buildings.
 - b. Submittal of an application for a building permit for the Police Station Communications Tower, and for any subsequent telecommunications co-locations on this tower.
 - c. Submittal to any local, state or federal entity for a permit or approval, or modification of a permit or approval.
6. Implement the decisions of the Board of Selectmen with regard to these projects.
7. Supervise the clerk of the works with regard to construction of the Police Station buildings and site.
8. Supervise the person or firm that monitors construction of the connector road.
9. At least once a month, report to the Board of Selectmen about the physical and budget status of each project.

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

Budget – Land Acquisition

Stephen H. Burns, Town Manager
October 15, 2014



Conclusion: There are no legitimate issues on the table with respect to land acquisition for the police station and connector road projects. There was a single budget article passed to raise and appropriate money for acquisition of land from the Horn family and from Mr. Blinn and that land has been acquired. There are 4 related issues that I outline below, but there are no show-stoppers here.

Budget - Land Acquisition		
SHB, October 15, 2014		
ITEM	REVENUE	EXPENSE
Voter Approval of Funds	\$2,000,000	
Purchase Property from the Horn Family		-\$1,000,000
Purchase Property from Mr. Blinn		-\$1,000,000
Subtotals	\$2,000,000	-\$2,000,000
Remaining Funds Available	\$0	

Voter Approval of Funds

- May 29, 2009 – voters approved \$2,000,000 for land purchase by approving Article 40 at the annual Budget Referendum. This article was approved: 1,523 (57%) in favor; 1,167 (43%) opposed.
 - *Copy of Article attached (#40 of the Budget Referendum).*

Purchase Property from the Horn Family

- May 28, 2010 – execution of a purchase and sale agreement for a portion of the Horn property, to be sold to the Town for \$1,000,000.
 - *Copy of P&S Agreement attached.*
- May 28, 2010 – deed recorded in the Registry of Deeds, indicating completion of the transaction.
 - *Copy of recorded deed attached.*

Purchase Property from Mr. Blinn

- June 15, 2010 – execution of a purchase and sale agreement for properties of Don Blinn, to be sold to the Town for \$1,000,000.
 - *Copy of P&S Agreement attached.*
- June 16, 2010 – deed recorded in the Registry of Deeds, indicating completion of the transaction.
 - *Copy of recorded deed attached.*

4 Additional Issues

1. Land Swap with Patrick J. Cragin Living Revocable Trust

- March 11, 2013 – approval of a land swap agreement between the Town and Patrick J. Cragin Living Revocable Trust was executed. This agreement was intended to facilitate the proposed new road right-of-way so that it would connect from the Town's property out to Ridge Road.
 - *Copy of this agreement is attached.*
- May 18, 2013 – voters approved a land swap between the Town and Patrick J. Cragin Living Revocable Trust. This article was approved: 1,855 (68%) in favor; 859 (32%) opposed.
 - *Copy of Article attached (#14 of the Special General Referendum).*
- This transaction requires no payment from the Town to the Patrick J. Cragin Living Revocable Trust so it does not show up as a budget item, but the Town is required to complete or otherwise ensure completion of certain work per the agreement.

2. Boundary Line Issue with York's Wild Kingdom

- BH2M was hired by the Town to survey the Town's new land. This is the survey that was used in the plans approved by the Planning Board.
- Civil Consultants was hired by York's Wild Kingdom to survey their land.
- The boundary between these two parcels is represented differently on each of these two surveys.
- The different boundaries affect the York's Wild Kingdom road, manure pile and some outbuildings. There is no substantive implication for the Police Station or connector road.
- The Board of Selectmen will be required to make a decision about how best to resolve the boundary issue. If the Board decides simply to accept the survey of Civil Consultants, this issue will go away.

3. Land Swap with Samuel and Noreen Horn

- August 13, 2012 – the Board of Selectmen voted NOT to proceed with a land swap between the Town of York and the Horn Family.
 - ***Copy of Meeting Agenda and Minutes attached (New Business, Item #4)***
 - ***Copy of Request for Action by the Board and supporting documentation attached.***
- The origin of this issue is not clear to me. I believe it stems from the fact that Samuel Horn has continuously complained that he was ripped off by the Town, and it appears to me that this was an attempt to resolve his complaint by giving him a parcel of land. The lot to be transferred to the Horn family was the illegal 1.10 acre lot shown on the plans first approved, then rescinded, by the Planning Board. The reason this looks odd to me is because there was nothing offered in return to the Town.
- The Town's claim of ownership of all necessary land was reviewed by two survey firms and two law firms, as I understand it. Such reviews were based on the executed Purchase and Sale agreement. This agreement, already provided, includes a land plan that is relevant to interpretation of the agreement.
 - ***The plan, "Proposed Master Plan, York Police Station, Figure 4," dated 3-03-2010 is attached.***
- In the Purchase and Sale Agreement, see especially, "*12. Prior Statements: Any representation, statements or agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.*" Mr. Horn has expressed his opinion that he is owed something else. The voters and the Board of Selectmen have never agreed to such, so while there may have been discussions, they were simply discussions and not commitments of any kind.

4. Conveyance of Land per Impact Mitigation Plan

- May 17, 2014 – voters approved conveyance of property to Daniel Rosa as part of impact mitigation requirements of the Maine Site Location of Development Permit. This article was approved: 1,993 (85%) in favor; 3407 (15%) opposed.
 - ***Copy of Article attached (#8 of the Special General Referendum)***
- At this point in time I don't have a complete handle on this aspect of the project. I know it was generally for the purpose of conserving certain lands in perpetuity to off-set environmental impacts on the project site, and that the effort required a combined effort of Mr. Rosa, the York Land Trust and the Town, but I don't know more details at this time.

Article 40
2009 Budget Referendum

- Project Funding -

Horn

Purchase & Sale

PURCHASE AND SALE AGREEMENT

1. **PARTIES:** This Agreement is made between the Town of York, Maine ("Buyer"), and Samuel Horn, Dewey Horn, and Harry Horn (collectively "Seller").
2. **DESCRIPTION, EASEMENTS:** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy a parcel of land consisting of that portion of the Seller's property situated in the Town of York, County of York, and State of Maine, located at 414 Ridge Road in York Beach that is located to the North and East of the southwesterly sideline of a proposed public road as depicted on a plan conceptual prepared for the Buyer by SMRT, a copy of which plan is attached hereto as Exhibit A and incorporated herein by reference, and to be further developed in due course. The Seller shall retain an easement for ingress and egress and for installation of utility services in a strip of land 50 feet in width abutting the northeasterly side of the dividing line. The premises shall be conveyed together with any and all appurtenant rights and easements, in common with the land retained by the Seller.
3. **DIVIDING LINE:** As soon as possible after closing, the Seller shall obtain a survey to establish a legally sufficient description of the southwesterly sideline of the proposed road as it crosses the land of the Seller. Upon receipt and approval of the survey, the parties will enter into a boundary line agreement containing a survey description of said boundary, to be recorded in the York County Registry of Deeds. The agreement contained in this paragraph will survive the closing.
4. **ESTABLISHMENT OF PUBLIC ROAD:** The Buyer agrees that it is entering into this agreement for the purpose in part of acquiring land to establish a public road connecting Ridge Road to U.S. Route One. In the event that the actual location of any portion of the public way as constructed is different from its location as depicted on Exhibit A, the Buyer agrees to re-convey to the Seller, without any payment or other compensation by the Seller to the Buyer, all land necessary to move the boundary between the Buyer's land and the Seller's land to the southwesterly sideline of the way. This obligation of the Buyer to make such conveyances as may be necessary to keep the boundary coextensive with the southwesterly sideline of the public way is an ongoing obligation which shall survive the closing and shall not merge with the deed at the time of conveyance.
5. **PURCHASE PRICE:** For such deed and conveyance, Buyer agrees to pay the total purchase price of \$1,000,000.00 to be paid at closing by a certified or cashier's check upon delivery of the Deed. Buyer may, at its option, deliver the purchase price to the firm of Jensen, Baird, Gardner & Henry as Escrow Agent for the Seller, and beyond and after such delivery, Buyer shall have no liability or responsibility for the subsequent deliver or division of the purchase price by and among Samuel Horn, Dewey Horn, and Harry Horn or their creditors. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A. A portion of the purchase price shall be withheld at the closing by Buyer if required by

36 M.R.S.A. §5250-A. The recording fee for the deed of conveyance will be paid by Buyer. Buyer may pay lien creditors directly with a portion of the purchase price at closing, as necessary in Buyer's reasonable opinion to remove such liens on the property.

6. **TITLE AND CLOSING:** A deed, conveying good and marketable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on or before June 1, 2010 ("closing date"). If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period, provided that Seller shall not be obligated to incur any expense other than reasonable attorney's fees and recording fees. If, at the later of the closing date set forth above, or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect, or this Agreement shall become null and void, in which case the parties shall be relieved of any further obligations hereunder, and any earnest money shall be returned to the Buyer.
7. **DEED:** The property shall be conveyed by a quitclaim deed with covenant, and shall be free and clear of encumbrances except covenants, conditions, easements, and restrictions of record which do not materially and adversely affect the anticipated use of the property.
8. **POSSESSION, OCCUPANCY, AND CONDITION:** Unless otherwise agreed in writing, except as provided below possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall be in substantially the same condition as at present. No mining or tree cutting shall occur on the property after April 1, 2010 and prior to closing. Buyer shall have the right to view the property within 24 hours prior to closing. Notwithstanding any another provision of this Agreement, Seller may, prior to closing, lease a portion of the premises to York Wild Kingdom for a term ending no later than October 1, 2010. If such a lease exists at time of closing, the Buyer will accept the premises subject to such lease and rent shall be prorated as provided below.
9. **RISK OF LOSS, DAMAGE AND LIABILITY:** Prior to closing, risk of loss or damage to property shall be assumed solely by the Seller. Seller is responsible for any insurance policies and risks prior to closing. If the premises is significantly damaged or changed prior to closing, Buyer may terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is".
10. **PRORATION:** By signing hereunder, the Buyer agrees to pay or abate fully the property taxes associated with the entire 414 Ridge Road parcel for the period July 1, 2009 through June 30, 2010, regardless of whether the conveyance contemplated in

this Agreement occurs. The rent paid by the York Wild Kingdom for the parking area located on the 414 Ridge Road parcel for the 5-month period May 1, 2010 through October 1, 2010 shall be prorated at the time of closing.

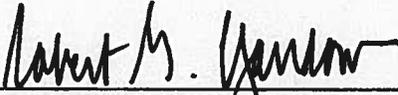
11. **DEFAULT:** In the event of default by the Buyer, the Seller shall have the right to terminate this Agreement, and the earnest money deposit paid by the Buyer shall be paid to the Seller as liquidated damages. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. The Escrow Agent has the option to require written releases from all parties prior to disbursing the earnest money to either Buyer or Seller.
12. **PRIOR STATEMENTS:** Any representation, statements or agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.
13. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.
14. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or electronically transmitted copies of signatures are binding.
15. **EFFECTIVE DATE/NOTICE:** Any notice, communication of document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party with a copy to their attorney, in the case of Seller to David Jones, Esq. of Jensen, Baird, Gardner & Henry, and in the case of Buyer, Durward W. Parkinson, Esq., of Bergen & Parkinson, by FEDEX or by registered, certified U.S. Mail. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Unless agreed in writing to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at midnight following such date. Time is of the essence.
16. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their attorneys prior to, and after the closing.
17. **BROKERAGE**. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this

transaction. Seller is responsible for the payment of all fees and commissions due any real estate brokers with respect to this transaction. Seller and Buyer agree to indemnify and hold the harmless each other from any and all claims made if their respective warranties and representations regarding brokers are not true.

A copy of this Agreement is to be received by all parties and by signature, receipt of a copy is hereby acknowledged. This is a Maine contract and shall be construed according to the laws of Maine.

Buyer:

Town of York, Maine
186 York, Street
York, ME 03909



Robert Yandow, Town Manager
as authorized by the York Board of Selectmen

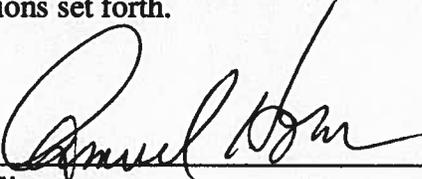
5.28.10

Date

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth.

Seller:

Samuel Horn
370 Ridge Rd.
York Beach, ME 03910

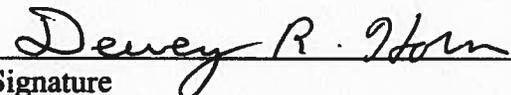


Signature

05/28/2010

Date

Dewey Horn
55 Rogers Rd.
York Beach, ME 03910

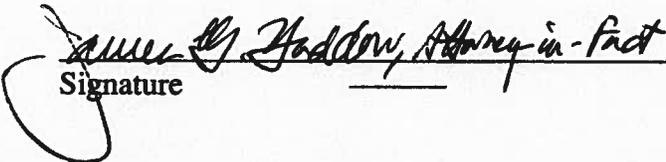


Signature

5/28/2010

Date

Harry Horn
102 S. Sheridan Ave
Deland, FL 32721



Signature

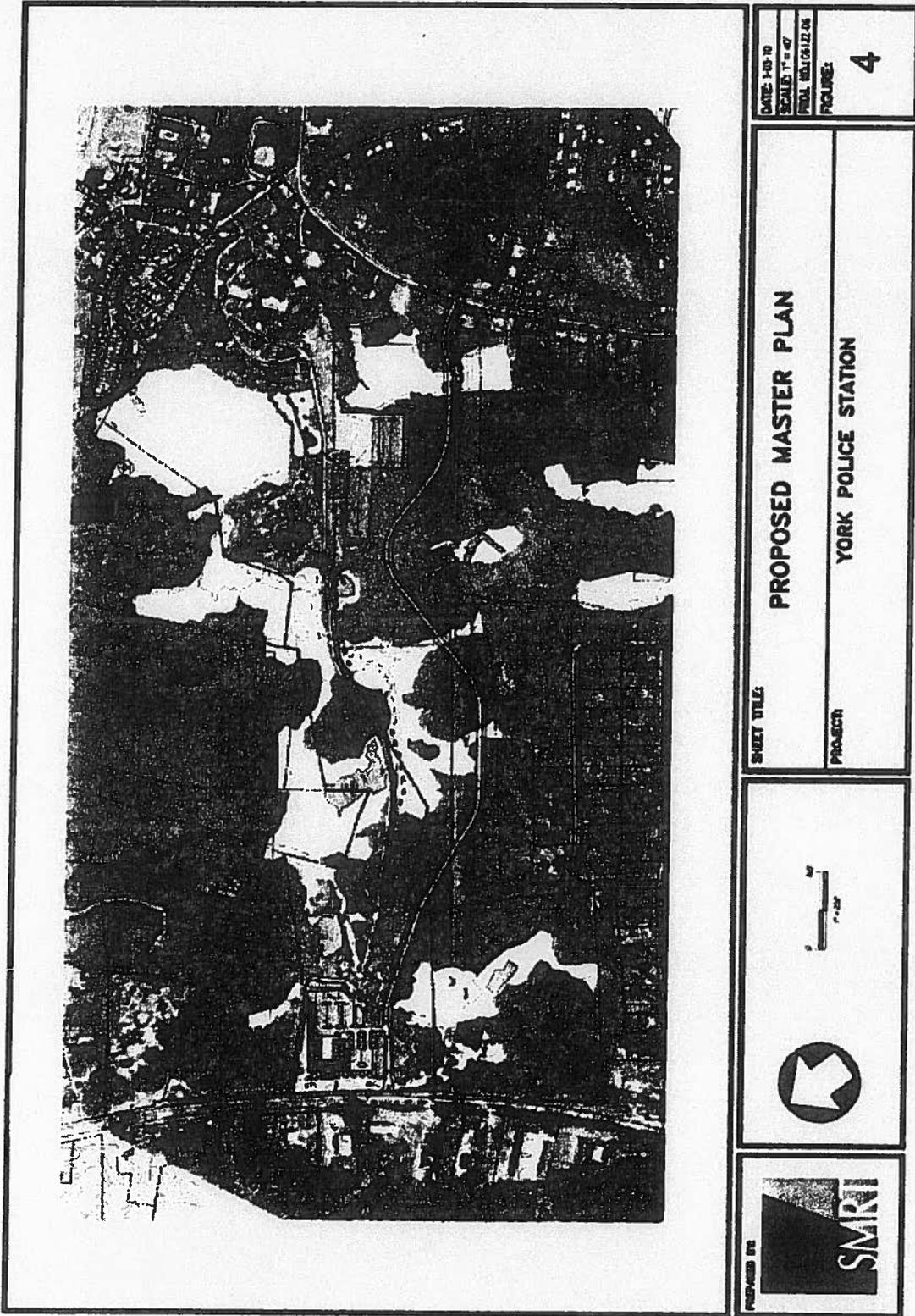
Attorney-in-Fact

Date

05/28/2010

Date

Exhibit A



Deed
from
Horn

3 p 7

QUITCLAIM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, that Dewey Roger Horn, of York, Maine, Harry H. Horn, of Mount Olive, North Carolina, and Samuel Horn, of York, Maine, for consideration paid, grant to The Inhabitants of the Town of York, a body corporate and politic, located at York in the County of York and State of Maine, whose mailing address is 186 York Street, York, Maine 03909, with Quitclaim Covenant, the following land:

A certain lot or parcel of land situated at York Beach, in the Town of York, County of York and State of Maine, bounded as follows:

On the northeast by land of York's Wild Kingdom, Inc., described in a deed recorded in Book 2730, Page 293, of the York County Registry of Deeds;

On the northwest by land of Donald Blinn, described in a deed recorded in Book 3164, Page 12, of the York County Registry of Deeds;

On the south and west by the southwesterly sideline of a proposed road crossing the land of the Grantors as shown on a plan entitled "Proposed Master Plan, York Police Station" dated 3-03-10 by SMRT, a copy of which is attached hereto as Exhibit A and incorporated herein by reference;

On the southeast by the following parcels: (1) land of Roger R. Norton, III and Melody L. Norton (YCRD Book 13824, Page 211); (2) land of M H Parson & Sons Lumber Co. (YCRD Book 4624, Page 224); and (3) Patrick J. Cragin, Trustee (YCRD Book 15173, Page 402).

The above described premises are conveyed together with all appurtenant rights and easements, in common with remaining land of the Grantors.

The Grantors, for themselves and their heirs and assigns, for the benefit of the remaining land of the Grantors, except and reserve a perpetual easement for ingress and egress and installation of utility services in, over and through a strip of land 50 feet in width and lying northeasterly of and adjacent to the full length of the southwesterly sideline of the within conveyed premises.

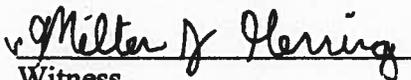
Being a portion of the premises described in a deed from Rhoda Iris Freeland to Harry H. Horn, Samuel Horn, and Dewey Roger Horn as tenants in common dated January 17, 1979, and recorded in the York County Registry of Deeds in Book 2536, Page 280.

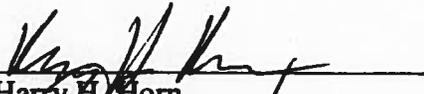
Maine R.E. Transfer Tax Paid

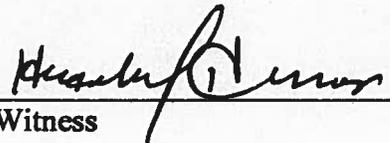
Executed and delivered this 28th day of May, 2010.

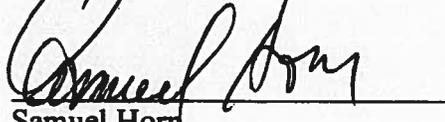

Witness


Dewey Roger Horn


Witness


Harry H. Horn


Witness


Samuel Horn

State of Maine
York, ss.

May 28, 2010

Personally appeared before me the above named Dewey Roger Horn and Samuel Horn and acknowledged the foregoing instrument to be their free act and deed.



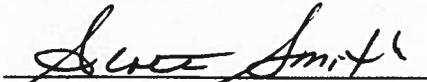
Notary Public Attorney at Law

Print name: David T. Jones Bar # 710

State of North Carolina
Wayne, ss.

May 20, 2010

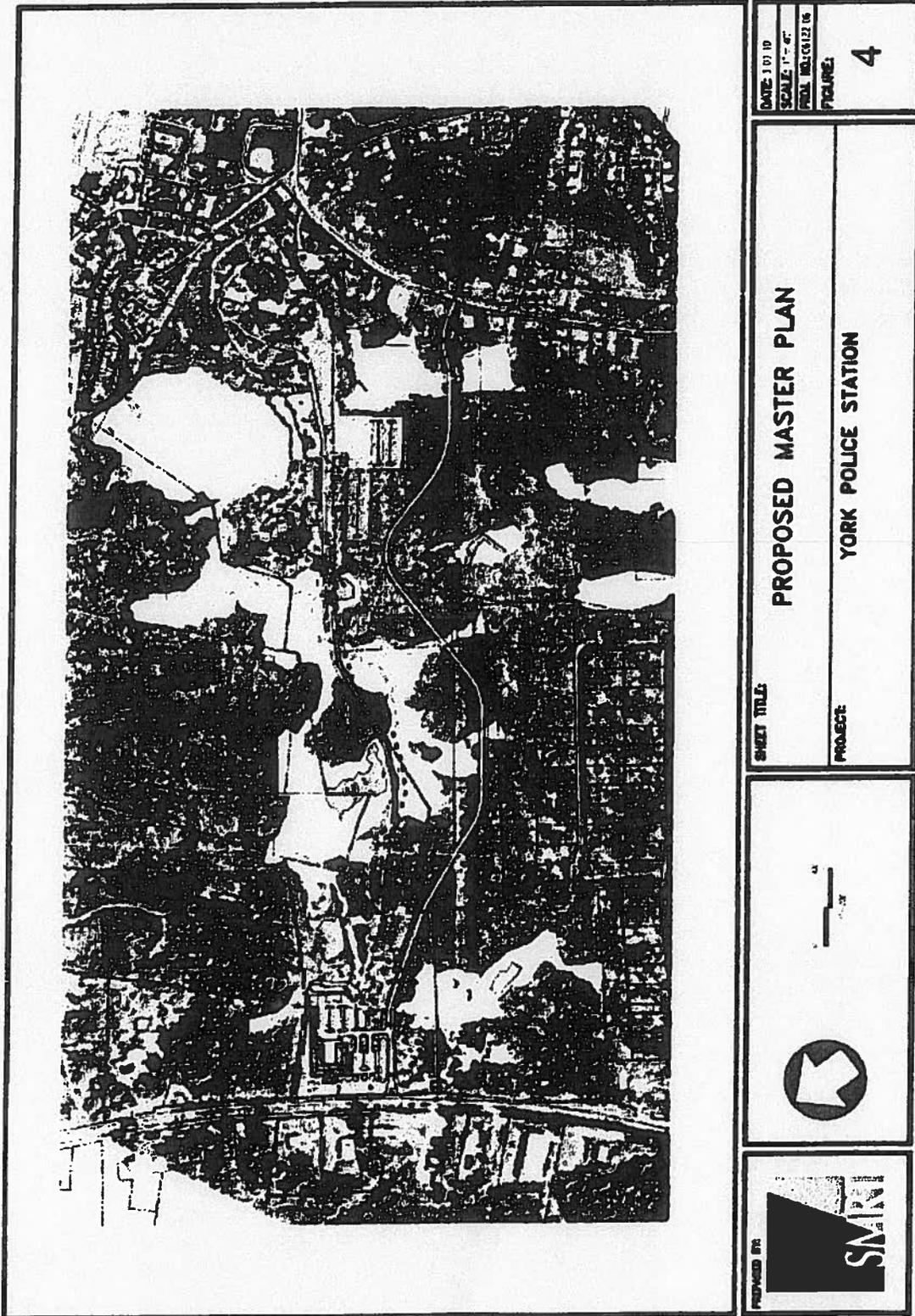
Personally appeared before me the above named Harry H. Horn and acknowledged the foregoing instrument to be his free act and deed.



Notary Public

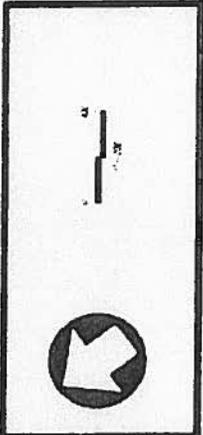
Print name: Scott Smith

Exhibit A

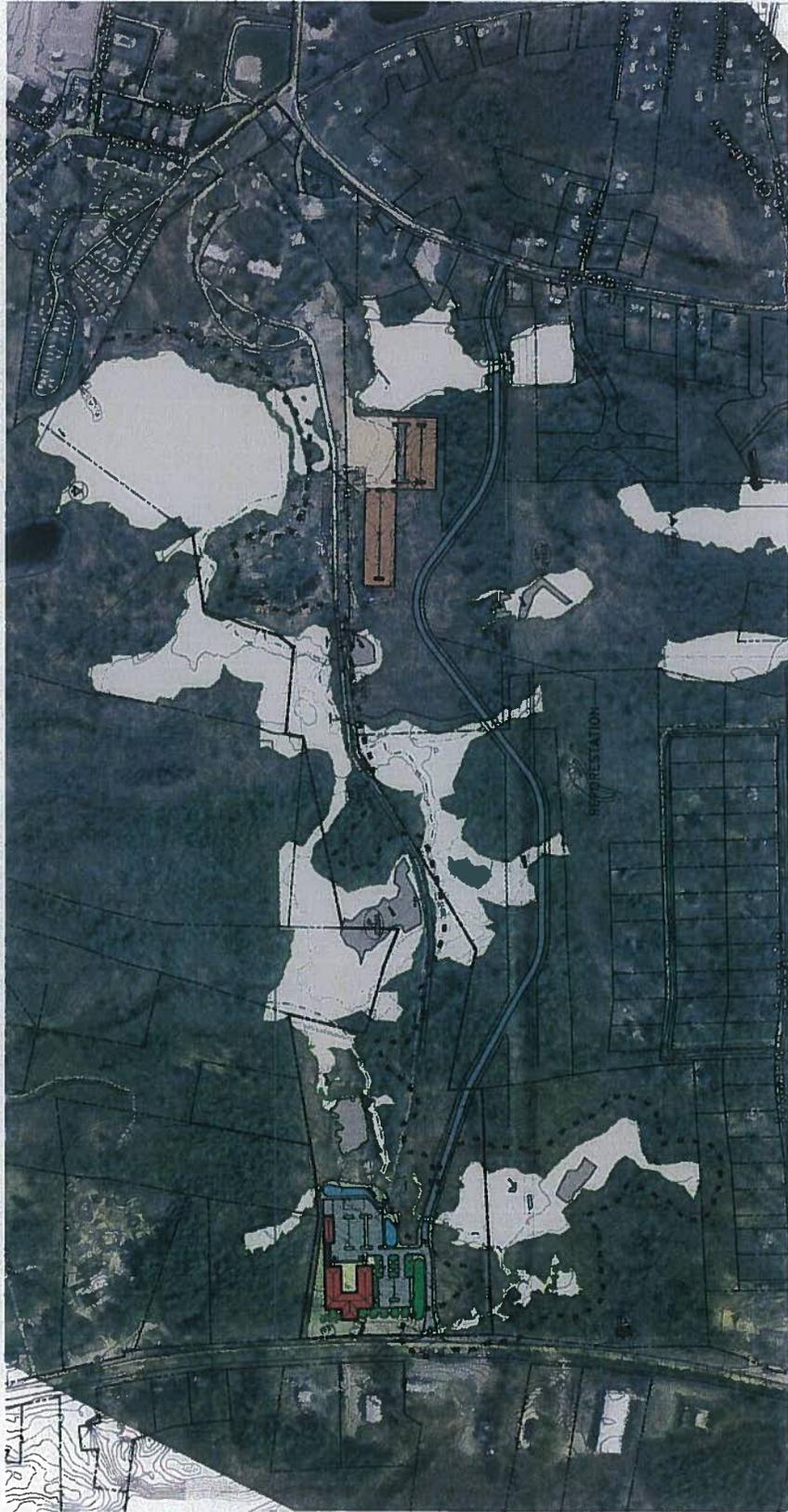


DATE: 1/01/10
SCALE: 1" = 40'
PROJ. NO.: 09122106
FIGURE: 4

SHEET TITLE: PROPOSED MASTER PLAN
PROJECT: YORK POLICE STATION



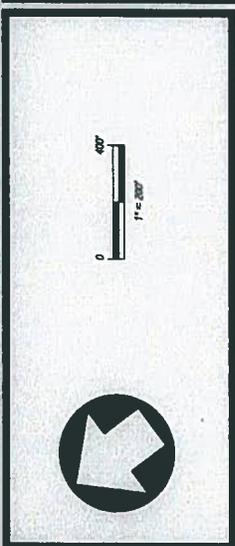
END OF DOCUMENT



DATE: 3-03-10
 SCALE: 1" = 40'
 PROJ. NO.: 06122-06
 FIGURE: 4

SHEET TITLE: **PROPOSED MASTER PLAN**

PROJECT: **YORK POLICE STATION**



PREPARED BY:

Blinn

Purchase & Sale

PURCHASE AND SALE AGREEMENT

Offer Date March 20, 2010

Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Town of York

Donald Blinn ("Buyer") and
____ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 26 for explanation) the property situated in municipality of York, County of York, State of Maine, located at 1051 US Route 1 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2587/3164, Page(s) 236/12.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: None

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: None

4. PERSONAL PROPERTY: The following items of personal property as viewed on N/A are included with the sale at no additional cost, in "as is" condition with no warranties: N/A

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 1,000,000.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Offer Date, a deposit of earnest money in the amount \$ 50,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Bragdon Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 7, 2010 (date) 4 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on May 31, 2010 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Fuel in tank shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) No other. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER
a. General Building	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	i. Mold	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
b. Sewage Disposal	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	m. Lead Paint	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
c. Coastal shoreland septic	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	n. Arsenic Treated Wood	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	o. Pests	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
e. Water Quantity	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	p. Code Conformance	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	q. Insurance	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
g. Square Footage	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	r. Environmental Scan	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
h. Pool	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	s. Lot size/acreage	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
i. Energy Audit	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	t. Survey/MLI	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
j. Chimney	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	u. Zoning	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
k. Smoke/CO detectors	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days	v. Habitat Review/Waterfowl	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
						w. Flood Plain	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days
						x. Other	___	<input checked="" type="checkbox"/>	___	<input checked="" type="checkbox"/>	Within ___ days

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

13. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ N/A to be provided through N/A.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a N/A loan of N/A % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of N/A years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender within N/A days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than N/A points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Jean Scott of Braddon Real Estate is a [X] Seller Agent [] Buyer Agent
Licensee Agency [] Disc Dual Agent [] Transaction Broker
Jean Scott of Braddon Real Estate is a [] Seller Agent [] Buyer Agent
Licensee Agency [] Disc Dual Agent [X] Transaction Broker

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

16. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

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

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

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

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

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

22. ADDENDA: Lead Paint - [] Yes [X] No ; Other - [] Yes [] No

Explain: The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property [] does [X] does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: 1. This contract is subject to the sellers and buyers attorney's review and approval on or before May 7, 2010 at 5:00p.m. 2. Buyer shall be released from the agreement without penalty if buyer determines the property cannot, for any reason, accommodate a police station. All earnest money placed in escrow by buyer shall be returned to buyer within 5 days of said determination. If determination is not put in writing on or before May 21, 2010 than this contingency has been met. 3. It is agreed that the Seller will have unlimited access to the subject property for the purpose of removal of his personal belongings and equipment until March 1, 2011.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 186 York St. York, Me. 03909
Robert D. Gannon, Town Manager 6-15-10
 BUYER _____ DATE _____ BUYER _____ DATE _____
 Town of York

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is P.O. Box 471 York Harbor, Me. 03911
Donald Blinn 5-4-2010
 SELLER Donald Blinn _____ DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



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Donald Blinn

Deed
from
Blinn

RECORD AND RETURN TO:

BERGEN & PARKINSON, LLC

Attorneys at Law JW
62 Portland Road
Kennebunk, Maine 04043

3p →

QUITCLAIM WITH COVENANTS DEED

KNOW ALL MEN BY THESE PRESENTS that,

Donald Blinn,

for consideration paid, grants to the Inhabitants of The Town of York, a body corporate and politic, located at York in the County of York and State of Maine, whose mailing address is 186 York Street, York, Maine 03909,

a Quitclaim deed with COVENANTS, the following described premises:

Three certain lots or parcels of land situated in York, county of York, State of Maine and being more particularly described as follows:

A certain lot or parcel of land known as the Firetown Pasture, situated on the southeasterly side of U.S. Route 1 and as follows:

Bounded on the northwest by said U.S. Highway No. 1 leading from Cape Neddick to York Corner; bounded on the northeast by land of the York Beach Amusement Corporation; bounded on the southeast by land of A.J. Talpey heirs and Roger Norton; and bounded on the southwest by land of Harry Norton heirs, formerly of Charles Mathews' heirs.

Said parcel is ssubject to an easement of the Central Maine Power Company running over the northeasterly boundary of said premises, said reference to said easement being in a deed from Marion T. Woodward to Central Maine Power Company dated May 22, 1952, York County Registry of Deed Book 1218, Page 266.

Also, two certain lots or parcels of land being more particularly described as follows:

1. Beginning at a wooden stake driven in the ground on the southeasterly side of U.S. Route No. 1, but not adjacent thereto, said point being approximately one thousand five hundred fifty (1,550) feet from said Route 1 at the southerly end of a wire fence, being the southerly corner of land formerly of John Paul, and the southwesterly corner of the lot herein conveyed; thence from said point of beginning running South sixty-two degrees eight minutes twenty-six seconds East (S 62°08'26" E) by and along land formerly of York Beach Amusement Corporation, now of York Wild Kingdom, eight hundred thirty-two and fifty-seven hundredth (832.57) feet to an iron pipe in the ground at land formerly of Stacey and Donahue, formerly of York Beach Amusement Corporation, now of York Wild Kingdom; thence turning and running North forty-seven degrees nineteen minutes thirty seconds West (N 47°19'30" W) by and along other land formerly of York Beach Amusement Corporation, now of York Wild Kingdom, seven

hundred ten (710) feet, more or less, to a point at land formerly of John Paul; thence turning and running southwesterly by other land formerly of John Paul two hundred forty (240) feet, more or less, to the wood stake making the point of beginning.

2. Beginning at the corner of a stone wall on the southeasterly side of U.S. Route No. 1, but not adjacent thereto, said corner being approximately nine hundred seventy-five (975) feet from said U.S. Route 1 at the southeasterly corner of the land of this Grantor, formerly of John Goodwin; thence running northeasterly by and along a wire fence ninety (90) feet, more or less, to land formerly of Albert Talpey, formerly of York Beach Amusement Corporation, now of York Wild Kingdom; thence turning and running southeasterly by and along other land formerly of York Beach Amusement Corporation, now of York Wild Kingdom, fourteen hundred (1,400) feet, more or less, to a fence corner, being the westerly corner of land formerly of Stacy and Donahue and formerly of York Beach Amusement Corporation, now of York Wild Kingdom; thence turning and running southwesterly by land now or formerly of Horn six hundred (600) feet, more or less, to a wire fence and land now or formerly of Roger Norton; thence turning and running North thirty-six degrees seven minutes fifty-six seconds West (N36°07'56"W) by and along land now or formerly of Roger Norton and the remains of a wire fence fifty (50) feet, more or less, to a point; thence continuing North forty degrees thirty-nine minutes thirty-three seconds West (N40°39'33" W) by the remains of said wire fence and land now or formerly of Roger Norton one hundred sixty-one and ten hundredths (161.10) feet to a point; thence continuing along said fence North thirty-seven degrees eleven minutes thirty-three seconds West (N 37°11'33" W) Three hundred eighty-three and thirty-seven hundredths (383.37) feet to a point; thence continuing North thirty-eight degrees forty-six minutes forty-four seconds West (N 38°46'44" W) by said fence and now or formerly of Roger Norton three hundred seventy-seven and sixty-two hundredth (377.62) feet to the end of the aforementioned wire fence; thence continuing North thirty-six degrees thirty minutes twenty seconds W (N 36°30'20" W) along a stone wall to a drill hole set in the corner of said stone wall at other land of this grantor; thence turning and running North forty-five degrees fifty-nine minutes nine seconds East (N 45°59'09" E) by other land of this grantor three hundred fifty-two and ninety-six hundredth (352.96) feet to the point of beginning.

Said Premises are subject to a one hundred (100) foot wide power easement to the Central Maine Power Company.

Said Premises are subject to a Standard Easement Deed to Central Maine Power and Verizon New England, recorded in Book 13763 Page 077.

Said Premises are subject to a Standard Easement Deed to Central Maine Power and Verizon New England, recorded in Book 11896, Page 128

Said property is subject to a public taking by Central Maine Power Company, under the provisions of 35-A M.R.S.A §6502. Such taking, and portion of the parcel taken, is described and recorded in Book 13992 Page 108 of the York County Registry of Deeds.

Meaning and intending to describe and convey and herby conveying the same premises conveyed to Donald Blinn by Samuel Spector, Max Spector, Anita Finkelman and Gerald Spector by deed dated September 14, 1983 and recorded in York County Registry of Deeds Book 3164 Page 12. Also meaning and intending to describe and convey and herby conveying the same premises conveyed to Donald Blinn by John M. Goodwin by deed dated November 1, 1979 and recorded in York County Registry of Deeds Book 2587 Page 236.

Dated this 15th day of June, 2010.

Donald Blinn
Donald Blinn

STATE OF Maine

COUNTY OF York

On this the 15th day of June, 2010 personally appeared Donald Blinn, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purpose therein contained, as their free act and deed.

Before me,  Notary Public

Sarah R. Wilkinson
MAINE Attorney At Law

END OF DOCUMENT

Agreement
for
Cragin Land Swap

LAND SWAP AGREEMENT

1. PARTIES. This Land Swap Agreement (this "Agreement") is entered into as of the 11 day of March, 2013 by and between PATRICK J. CRAGIN, TRUSTEE OF THE PATRICK J. CRAGIN LIVING REVOCABLE TRUST OF 2007 u/a/t dated February 21, 2007, whose mailing address is P.O. Box 250, Dover, New Hampshire 03820 (the "Trustee"), and THE INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in York, York County, Maine, whose mailing address is 186 York Street, York, Maine 03909 (the "Town").

2. TRANSACTION. Subject to the terms and conditions of this Agreement, at the Closing, as hereinafter defined, the Trustee agrees to convey to the Town the real estate located on the northerly side of Ridge Road in York, York County, Maine, described in Schedule A attached hereto and made a part hereof (the "Trustee Property"), the Trustee Property being a portion of the premises described in a deed from Patrick Cragin, a/k/a Patrick J. Cragin, a/k/a Patrick J. Cragin, Jr., to the Trustee dated February 21, 2007, and recorded in the York County Registry of Deeds in Book 15173, Page 402, and the Town agrees to convey to the Trustee the real estate located northerly of but not adjacent to Ridge Road in York, York County, Maine, described in Schedule B attached hereto and made a part hereof (the "Town Property"), the Town Property being a portion of the premises described in a deed from Dewey Roger Horn, Harry H. Horn and Samuel Horn to the Town dated May 28, 2010, and recorded in the York County Registry of Deeds in Book 15871, Page 326. The Trustee Property and the Town Property may be referred to herein collectively as the "Properties."

For the purpose of this Agreement, the Trustee Property and the Town Property are each valued at Twenty Two Thousand Four Hundred Dollars (\$22,400.00) and Twenty Three Thousand Two Hundred Dollars (\$23,200.00), respectively, such that no cash consideration shall pass between the parties at the Closing (other than any adjustment for real estate tax prorations).

3. DEEDS. The Properties shall be conveyed by good and sufficient quitclaim deeds in accordance with the Maine Short Form Deeds Act, 33 M.R.S.A. §761, *et seq.*, which deeds shall convey good and clear record and marketable title thereto in accordance with the Maine Title Standards, free from all liens and encumbrances.

4. TIME FOR PERFORMANCE/DELIVERY OF DEEDS. The deeds are to be delivered and the consideration paid on the ninetieth (90th) day following notice from the Town to the Trustee that (a) the Town has received all necessary approvals for the transaction contemplated by this Agreement from the Selectmen of the Town and, as required, from the voters of the Town at an election duly held for such purpose, and (b) the Town has received all necessary permits, approvals and any required zoning variances, modifications or revisions under applicable local, state and federal laws, ordinances and regulations in order to permit the Town's development of a new public safety facility on the Town's abutting land with all appeal periods relating thereto having expired without any appeals having been filed or, if filed, having been resolved in favor of the Town, provided that in the event said ninetieth (90th) day falls on a Saturday, Sunday or legal holiday in Maine, then on the first (1st) business day thereafter, at

11:00 a.m. at the offices of the Town's attorneys, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine, unless otherwise mutually agreed (the "Closing").

5. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered at the Closing, the parties shall execute, acknowledge as necessary and deliver the following documents and such other documents as may reasonably be required to complete the transaction contemplated herein:

(a) Transfer Documents. The Trustee and the Town shall each execute, acknowledge and deliver a quitclaim deed and a Real Estate Transfer Tax Declaration of Value;

(b) Title Affidavits. The Trustee and the Town shall deliver such customary certificates, affidavits or indemnity agreements as the title insurance company issuing the title insurance policies, if any, to the Trustee and the Town on the Properties shall require in order to issue such policies and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession;

(c) Underground Oil Storage Tank Certification. The Trustee and the Town shall deliver a written notice, in form and substance reasonably satisfactory to the other party, which written notice shall certify either (i) that to the best of such party's knowledge, there is no underground oil storage facility located on the Property of such party, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there is such a facility on such Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection;

(d) Authority Documents. Such documents as shall be reasonably required to evidence the legal existence of each party and the authority of each to enter into and complete the transactions contemplated by the Agreement; and

(e) Other Customary Documents. Such other documents as are customarily delivered by sellers and buyers in the conveyance of commercial property in Maine.

6. SELECTMEN AND VOTER APPROVALS; APPROVAL OF NEW PUBLIC SAFETY FACILITY. In addition to such other conditions to closing as are set forth herein, and notwithstanding anything to the contrary set forth herein, the Town's obligations under this Agreement are conditioned upon (a) the Town receiving all necessary approvals for the transaction contemplated by this Agreement from the Selectmen of the Town and, as required, from the voters of the Town at an election duly held for such purpose, and (b) the Town receiving all necessary permits, approvals and any required zoning variances, modifications or revisions under applicable local, state and federal laws, ordinances and regulations in order to permit the Town's development of a new public safety facility on the Town's abutting land with all appeal periods relating thereto having expired without any appeals having been filed or, if filed, having been resolved in favor of the Town. In the event the Town is unable to obtain all

such approvals, the Town shall have the right to terminate this Agreement by giving Seller written notice of Buyer's intention to do so, in which case the parties shall be relieved of all further obligations under this Agreement except for such obligations, if any, as may by their terms survive the termination of this Agreement.

7. POSSESSION AND CONDITION OF PROPERTIES. Full possession of the Properties free of all tenants and occupants is to be delivered at the Closing.

8. EXTENSION TO PERFECT TITLE OR MAKE PROPERTIES CONFORM. If either party hereto shall be unable to give title or to make conveyance, or to deliver possession of its respective Property, all as herein stipulated, or, if at the time of the Closing, the Trustee Property or the Town Property do not conform to the requirements of this Agreement, then the Trustee or the Town, as the case may be, shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make their respective Property conform to the requirements hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to sixty (60) days.

9. FAILURE TO PERFECT TITLE OR MAKE PROPERTIES CONFORM. If at the expiration of such extended time the Trustee or the Town, as the case may be, shall have failed so to remove any defects in title, deliver possession, or make their respective Property conform, as the case may be, all as herein agreed, then all obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

10. PARTY'S ELECTION TO ACCEPT TITLE AND CONDITION. Each party hereto shall have the right to elect, at either the original or such extended time for performance, to accept such title to the Property in its then condition as the other party hereto can deliver and to pay therefor the same consideration as provided herein without deduction, in which case the parties shall close and shall convey such title or deliver the Properties in such condition.

11. ACCEPTANCE OF DEEDS. The acceptance of the deeds by the parties shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to survive the Closing.

12. PENDING CLOSING. Until Closing, risk or loss or damage to Properties shall remain on the respective owner of the Properties.

13. ADJUSTMENTS. Real estate taxes for the Properties for the then current municipal tax year shall be apportioned as of the Closing, and the net amount due to either the Trustee or the Town shall be paid in cash or cash equivalent at the Closing. Real estate transfer taxes due on the sale will be paid by the parties in accordance with Maine law.

14. ADJUSTMENT OF UNASSESSED TAXES. If the amount of said taxes referred to in the preceding paragraph is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year.

15. BROKERAGE. The Trustee and the Town each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and the parties agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with either of the parties. This agreement to indemnify and hold harmless shall survive the Closing or termination of this Agreement.

16. DEFAULT/DAMAGES. Should either party be in breach of this Agreement, the other party hereto shall be entitled to all applicable remedies at law or equity.

17. CONDITION OF PROPERTIES. Except as expressly set forth in this Agreement, the Trustee Property and the Town Property shall be conveyed AS IS, WHERE IS, with no representations or warranties of any kind or nature whatsoever, including any warranty of fitness for a particular purpose of warranty of habitability.

18. POST CLOSING OBLIGATIONS OF TOWN. Following the Closing hereunder, and in connection with, and at the time the Town proceeds with, the development of the new public safety facility on the Town's abutting land, the Town shall, at its cost and expense:

(a) Extend water and sewer lines to the southwesterly corner of the Trustee's remaining property; and

(b) Construct the parking lot and all related landscaping on the Trustee's remaining property as approved by the Planning Board on March 8, 2012 and depicted on the plan thereof by CLD Consulting Engineers entitled "TM 94, Lot 84A, Patrick J. Cragin, Trustee, Parking Lot Revisions, 416 Ridge Road, York Beach, Maine, Amended Site Plan" dated February, 2012, a reduced copy of which is attached hereto as Schedule C and made a part hereof, subject, however, to the Planning Board's confirmation of the approval such plan by the execution thereof in recordable form along with execution thereof by the York Water and Sewer Districts.

The above obligations of the Town shall survive the Closing hereunder.

19. RESTORATION OF TRUSTEE'S FORMER PARKING LOT. In the event the Town does not proceed with the transaction described herein as a result of lack of Selectmen or voter approval or lack of approvals for the Town's new public safety facility on the Town's abutting land as required hereunder, the Town shall, at its cost and expense, promptly restore the prior parking lot on the Trustee's property to its former condition and install new trees to replace those that were removed by the Town from the Trustee's property in the Spring of 2012, which obligations of the Town shall survive the termination of this Agreement.

20. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested, (b) overnight delivery by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed as follows:

To the Trustee: Patrick J. Cragin, Trustee
P.O. Box 250
Dover, NH 03820

With copy to: Jeffrey J. Clark, Esq.
Clark & Howell
P.O. Box 545
16A Woodbridge Road
York, ME 03909

To the Town: Robert G. Yandow, Town Manager
Town of York
186 York Street
York, ME 03909

With copy to: Richard A. Shinay, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101-2480

and such notice shall be deemed delivered when so posted in the case of notice by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed instruments shall be treated as original signatures. Both a faxed Agreement containing either original or faxed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed signatures of the parties, shall be binding on them.

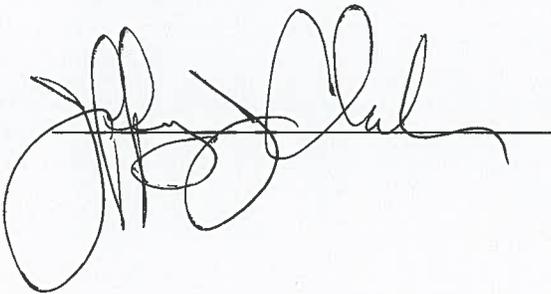
(g) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(h) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

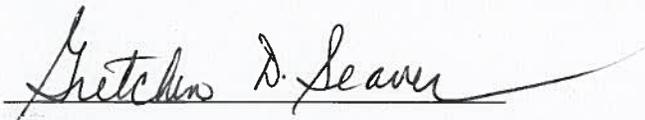
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:



Patrick J. Cragin By *Mary Ann Kern*
Patrick J. Cragin, Trustee as aforesaid *Page A*

THE INHABITANTS OF THE TOWN OF
YORK



By: *Robert G. Yandow*
Robert G. Yandow, Town Manager

ARTICLE SEVEN

Shall the Town vote to accept a certain easement from Daniel G. Peabody and Audrey C. Peabody at 85 Lindsay Road in York, Maine?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (5-0) **YES** 2481
NO 256

ARTICLE EIGHT

Shall the Town vote to accept a certain easement from Joseph Schlenker and Maria A. Schlenker at 8 Mitchell Road in York, Maine?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (5-0) **YES** 2469
NO 251

ARTICLE NINE

Shall the Town vote to accept a certain easement from Holme Homeowners Association at Seward Way in York, Maine?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (5-0) **YES** 2454
NO 265

ARTICLE TEN

Shall the Town vote to accept a certain easement from Kearsarge Parking Lot, LLC at 4 Main Street in York?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (5-0) **YES** 2435
NO 274

ARTICLE ELEVEN

Shall the Town vote to accept a certain easement from David C. and Judy A. Woods at 21 Railroad Avenue in York Beach, Maine?

Statement of Fact: This easement is for the installation and maintenance of two box culverts and the related improvements. As burdened by this easement are two separate pieces of property located in Burnette's Trailer Park in York Beach, Maine.

Board of Selectmen recommends approval (3-2) **YES** 1973
NO 718

ARTICLE TWELVE

Shall the Town vote to accept a certain easement from York's Wild Kingdom, Inc. at 23 Railroad Avenue in York Beach, Maine?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (3-2) **YES** 2004
NO 692

ARTICLE THIRTEEN

Shall the Town vote to accept a certain easement from The Union Bluff Hotel, Inc. at 14 Beach Street in York Beach, Maine?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (3-2) **YES** 2008
NO 681

ARTICLE FOURTEEN

Shall the Town approve the conveyance of a portion of the lot located at 414 Ridge Road (Map 94, Lot 77), which is owned by the Town of York, in exchange for conveyance of a portion of the lot located at 416 Ridge Road (Map 94, Lot 84-A), which is owned by the Patrick J. Cragin Living Revocable Trust?

Statement of Fact: The land swap with the Patrick J. Cragin Living Revocable Trust would allow the Town to construct an access road to the proposed new police station on Ridge Road through the southwestern most portion of the Cragin lot which is the most advantageous location for the Town. If the land swap is not approved the Town will be forced to locate the access road through an area that contains wetlands which may be more costly to the Town.

Board of Selectmen recommends approval (3-2) **YES** 1855
NO 859

Article 14

May 2013 Special General Referendum

— Cragin Land Swap —

May 18, 2013
Special General Referendum

ARTICLE SEVEN

Shall the Town vote to accept a certain easement from Daniel G. Peabody and Audrey C. Peabody at 85 Lindsay Road in York, Maine?

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Board of Selectmen recommends approval (5-0) 2481
YES 256
NO

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Board of Selectmen recommends approval (3-2) 2004
YES 692
NO

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Board of Selectmen recommends approval (5-0) 2469
YES 251
NO

ARTICLE THIRTEEN

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Board of Selectmen recommends approval (3-2) 2008
YES 681
NO

ARTICLE NINE

Shall the Town vote to accept a certain easement from Yorkholme Homeowners Association at Seward Way in York, Maine?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (5-0) 2454
YES 265
NO

ARTICLE FOURTEEN

Shall the Town approve the conveyance of a portion of the lot located at 414 Ridge Road (Map 94, Lot 77), which is owned by the Town of York, in exchange for conveyance of a portion of the lot located at 416 Ridge Road (Map 94, Lot 84-A), which is owned by the Patrick J. Cragin Living Revocable Trust?

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Board of Selectmen recommends approval (3-2) 1855
YES 859
NO

ARTICLE TEN

Shall the Town vote to accept a certain easement from Atlantic/Kearsarge Parking Lot, LLC at 4 Main Street in York?

Statement of Fact: If approved this article would grant the Town of York an easement for the installation, maintenance, repair and replacement of a storm drain system and related improvements including, but not limited to, pipes for the collection and flowage of water.

Board of Selectmen recommends approval (5-0) 2435
YES 274
NO

ARTICLE ELEVEN

Shall the Town vote to accept a certain easement from David C. Woods and Judy A. Woods at 21 Railroad Avenue in York Beach, Maine?

Statement of Fact: This easement is for the installation and replacement of two box culverts and the related improvements. The areas burdened by this easement are two separate pieces of land located in Burnette's Trailer Park in York Beach, Maine.

Board of Selectmen recommends approval (3-2) 1973
YES 718
NO

CONTINUE VOTING ON NEXT CARD

Agenda and Minutes

BOS

August 13, 2012

SELECTMEN'S MEETING
6:00/7:00 P.M. MONDAY AUGUST 13, 2012
YORK LIBRARY

6:00PM: Committee Interviews

Call to Order

Pledge of Allegiance

A. Minutes

- Selectmen's Meeting July 23, 2012

B. Chairman's Report

C. Manager's Report

D. Awards

E. Reports

1. Presentation by a Greater York Recreation Complex Representative

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

G. Approval of Warrant # 6

H. Public Hearings

New Business License- Aimee Perrin DBA Aimee's Livin' Magic (Victualers)

I. Endorsements

Business Licenses

1. Pat Rocheleau DBA The Ledges Golf Course (Victualers & Liquor)
2. Trevor Fitzgerald DBA Hawaiian Jim's Shave Ice (Victualers)
3. Aimee Perrin DBA Aimee's Livin' Magic (Victualers)

J. Old Business

K. New Business

1. Request for Sewer Extension on Kiddie Corner Lane
2. Discussion and Possible Approval of Sewer Connection at 153 Long Sands Road.
3. Discussion of Financing for Sohier Park Gift Shop Expansion
4. Quit Claim Deeds for Exchange of Property at 414 Ridge Road
5. Warranty and Quit Claim Deeds for Exchange of Property at 416 Ridge Road
6. Appointment of Luke Vigue - Asst. Code Enforcement Officer
7. Reappointment of Kathryn Newell - Asst. Code Enforcement Officer and Alternate Local Plumbing Inspector
8. Miscellaneous Reappointments for Town Boards.
 - Tax Task Committee
 - Municipal Social Service Review Board
 - York Harbor Site Design Board
9. Redemption Request Tax Map 0040 Lot 0061-0102, 5 Eaton A
10. Redemption Request Tax Map 0032 Lot 0014 I, 4 Hemlock Avenue
11. Special Permit for Catering Off-Premises- Stage Neck Inn-Oct. 6, 2012
12. Quit Claim Deed for Gray Capital Investments, LLC at 2 Beach St, Unit 13

L. Other Business

M. Citizens Forum

Adjourn



Town of York

186 York Street
York, Maine 03909-1314

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works/
Harbor Master
(207)363-1010

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

Grant House
(207)351-1204

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

www.yorkmaine.org

SELECTMEN'S MEETING 7:00 PM MONDAY, AUGUST 13, 2012 YORK LIBRARY

Present: Chair; Mary Andrews, Vice Chair; Scott Fiorentino, Edward Little, Kinley Gregg, Ronald Nowell, Town Manager; Robert G. Yandow, Recorder; Katie McWilliams and members of the press and public.

Call to Order

Pledge of Allegiance

A. Minutes

- July 23rd, 2012 Selectmen's Meeting Minutes.

Moved by Mr. Little, seconded by Mr. Fiorentino to approve July 23rd, 2012 Selectmen's Meetings Minutes, as amended. Without objection, so ordered.

B. Chairman's Report

None

C. Manager's Report

Town Manager, Robert G. Yandow alerted the public that Tax bills will be going out August 21st, with a tax rate of \$9.72 per 1,000. This is a .37 increase from last year; .22 as a result of the voter approval at the budget referendum in May and .15 from a reduction in York's total base valuation. This is the 3rd year that our base value has gone down.

D. Awards

None

E. Reports

1. Presentation by Ray McMahon on the Greater York Recreation Complex

Representative Ray McMahon reviewed the purpose of the project in order to keep the board in the loop. Board has 10-11 members right now to get things started on this project. Long ways from anything solid right now. An architect is working on

preliminary plans, exploring locations, and cost for the project. 300 people will be called to do a preliminary survey in addition to an e-mail survey in order get information on what opinions. Wells, Ogunquit, Eliot, Kittery, South Berwick and York will use this and are looking to them for support and economic development. This will not be a private club, but for everyone. York County has 197,000 people. This committee understands the importance of keeping the public informed, and is hoping to work with York Parks Recreation to help get the word out for this project. This complex could include three indoor swimming pools; swimming team pool, handicap pool and a therapy pool with six indoor tennis courts. Private funding, corporate sponsors and grants are what they are hoping will fund this project. Julie Edminster reminded us this would also be a good teen center and senior center location. York is the ideal location for the Complex.

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

Public Comment: Richard Smith
Ray McMahon
Mike Sullivan
Charles Stacy

G. **Approval of Warrant #6**

Moved by Mr. Little, seconded by Mr. Fiorentino, to approve Warrant #6. Vote 4-1, with Mr. Nowell opposed. Motion passes.

H. **Public Hearing**

Moved by Mr. Nowell seconded by Mr. Little to open the public hearing at 7:36 pm, motion passes.

1. **New Business License- Aimee Perrin DBA Aimee's Livin' Magic (Victualers)**

Public Comment: None

Moved by Ms. Andrews, seconded by Mr. Little -to close the public hearing at 7:36 pm, without objection, so ordered.

I. Endorsements

License Applications

Moved by Mr. Little, seconded by Mr. Nowell to approve the following license applications: Pat Rocheleau DBA The Ledges Golf Course (Victualers & Liquor) Trevor Fitzgerald DBA Hawaiian Jim's Shave Ice (Victualers) Aimee Perrin DBA Aimee's Livin' Magic (Victualers), subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

J. Old Business

None

K. New Business

1. Sewer Extension- Kiddie Corner Lane

Prior to the vote Tim Haskell Sewer District Superintendent provided a point of clarification regarding the permits.

Moved by Mr. Little, seconded by Mr. Fiorentino to provide written assurances to the York Sewer District for the extension in Kiddie Corner Lane, subject to: 1) a condition precedent that the property at 8 Kiddie Corner Lane obtain an occupancy permit to close out their open 2003 building permit; and 2) a condition subsequent that the York Sewer District obtain the required Shore land and Floodplain permits from the Town prior to commencement of construction. Vote 5-0, motion passes.

2. Approve Sewer Connection to Town Owned Property at 153 Long Sands Road

In 2011 the Town of York foreclosed on property at 153 Long Sands Road for failure to pay taxes. After foreclosure the Town worked with the former owner, his attorney-in fact and a finance company in an attempt to find a way to redeem the property to the former owner. All options for redemption failed so the Town remains the owner of the property. As owner of the property, the Town must now connect to the sewer system due to a failing septic system. The actual cost to connect to the sewer is unknown at this time, however a list of qualified contractors has been provided by the York Sewer District and estimates are being solicited. Money for this project will be supplied from the Selectmen's Contingency Fund.

Moved by Mr. Little, seconded by Mr. Fiorentino to move the sewer connection to town-owned property located at 153 Long Sands Road. Vote 5-0, motion passes.

3. Financing for Sohier Park Gift Shop Expansion

On January 24, 2011 the Board of Selectman awarded a contract for architectural design for the Sohier Park Gift Shop expansion project. The project has since gone before the planning board and is currently awaiting final approval. It is anticipated that the expansion of the Sohier Park Gift Shop will cost up to \$200,000. The Sohier Park Committee believes it will be able to generate \$50,000 through fundraising efforts leaving a balance of \$150,000. The Sohier Park Committee has asked that the Selectman place an article before the voters requesting approval for the use of up to \$150,000 in town funds to pay for the remainder of the expansion costs. The \$150,000, plus interest, would be repaid to the town fund balance from gift shop profits over a six year schedule. Ed MacGorman, Chairman of the Sohier Park Committee shared that the ultimate goal is to enhance the experience of the visitors, improving and increasing the public restrooms as well. Based upon a line place in the road they have 1600-1900 cars per day in July and August, 225,000-250,000 annually.

Moved by Mr. Nowell, seconded by Mr. Little to approve a warrant article on the May, 2013 Budget Referendum asking the voters to approve the use of up to \$150,000 in existing fund balance funds to assist in the financing of the Sohier Park Gift Shop expansion. Vote 4-1, with Ms. Gregg opposed, motion passes.

4. Land Swap Between Town of York and Dewey, Harry, Samuel and Noreen Horn

In May 2009 voters in the Town of York approved the sum of \$2,000,000 for the purchase of land for a new public safety facility. On May 28, 2010 the Town of York purchased approximately 12-15 acres of land on Ridge Road from Dewey, Harry and Samuel Horn. The exact acreage of the property was unknown at the time as a proposed town roadway was to be southern boundary of the property purchased by the Town and final design of the roadway, to include a survey, had not been completed. After the Town had purchased the land from the Horn family it was determined that the Town did not own all of the land necessary to allow for the construction of a proposed connector road from Ridge Road to the police station and further to US Route 1. As a result, negotiations began with the Horn family to identify an appropriate land swap. After many months of negotiations a parcel suitable to the Horn's was identified.

Moved by Mr. Fiorentino, seconded by Mr. Little to approve a land swap with Dewey, Harry, Samuel and Noreen Horn through which the Town of York will accept a Quitclaim deed which clarifies and revises the description set forth in the original deed from the Horn family dated May 28, 2010 and the Town of York will provide a Quitclaim deed to Samuel and Noreen Horn and further move to approve an easement deed to Samuel and Noreen Horn providing access to the town road abutting the property to be conveyed. After a lengthy discussion Mr. Little moved the question. Board voted 3-2, with Ms. Gregg, and Mr. Fiorentino opposed, motion passes. Board voted on original motion 2-3, Ms. Gregg, Mr. Nowell, and Mr. Fiorentino opposed, motion fails.

5. Land Swap Plan Between the Town of York and the Patrick J. Cragin Living Revocable Trust

In May, 2009 voters in the Town of York approved the sum of \$2,000,000 for the purchase of land for a new public safety facility. In May, 2010 the Town of York purchased land on Ridge Road from the Horn family and in June, 2010 the Town of York purchased land on US Route 1 from Donald Blinn. Access to the property on Ridge Road purchased from the Horn family was through a fifty foot right of way onto Ridge Road through the easterly sideline of property owned by the Patrick J. Cragin Living Revocable Trust. During development of plans for a new police station, along with a new roadway from US Route 1 through the former Horn property to Ridge Road, it was determined that it would be environmentally less damaging to move access to Ridge Road from the easterly sideline of the Patrick J. Cragin Living Revocable Trust property to the westerly side. The Patrick J. Cragin Living Revocable Trust was in agreement to move the fifty foot right of way providing that reconfiguration of an existing parking lot could be approved by the planning board as a site plan amendment to a previously approved site plan filed by the Patrick J. Cragin Living Revocable Trust. The site plan amendment was subsequently approved by the planning board on March 8, 2012.

Moved by Mr. Little, seconded by Mr. Nowell to move a land swap between the Town of York and the Patrick J. Cragin Revocable Trust as identified in the attached Exhibit B, dated May, 2012 by BH2M and titled Land Swap Plan: Land of Patrick J. Cragin Living Revocable Trust & Town of York, Ridge Road, York, Maine. After a lengthy discussion Mr. Little moved the question. Board voted 5-0, motion passes. Board voted on original motion 0-5, motion fails.

6. Appointment of Luke Vigue as an Assistant Code Enforcement Officer

Moved by Mr. Little, seconded by Mr. Fiorentino to appoint Luke Vigue as an Assistant Code Enforcement Officer for all aspects of building code enforcement, this

being a first time appointment for Mr. Vigue with respect to these duties. The term of his appointment shall be indefinite, at the pleasure of the Town Manager. Vote 4-1, Ms. Gregg opposed, motion passes.

7. Annual re-appointment of Kathy Newell as Assistant CEO/LPI

Moved by Mr. Nowell, seconded by Mr. Fiorentino to renew the appointment of Kathy Newell as Assistant Code Enforcement Officer and Alternate Local Plumbing Inspector through August 31, 2013. Vote 4-0-1, Mr. Little abstaining, motion passes.

8. Reappointments

Tax Task Committee Reappointment

Moved by Mr. Nowell, seconded by Mr. Little, to reappoint Thomas Carnicelli to a three year term on the Tax Task Committee. Vote 5-0, motion passes.

Municipal Social Service Review Board Reappointment

Moved by Mr. Nowell, seconded by Mr. Little, to reappoint Dan Gardoqui to a three year term on the Municipal Social Service Review Board. Vote 5-0, motion passes.

York Harbor Site Design Review Board Reappointment

Moved by Mr. Nowell, seconded by Mr. Little, to reappoint Joseph Donnelly to a three year term on the York Harbor Site Design Review Board. Vote 5-0, motion passes.

9. Redemption Request: Tax Map 0040, Lot 0061-0102-5 Eaton A

Moved by Mr. Nowell, seconded by Ms. Gregg to approve the redemption of Tax Map 0040, Lot 0061-0102, 5 Eaton A, as requested, subject to the attached conditions being met, and that all taxes, interest, and administrative costs are paid in full by no later than October 15, 2012. Vote 5-0, motion passes.

10. Redemption Request: Tax Map 0032, Lot 0014 I- 4 Hemlock Avenue

Moved by Mr. Nowell, seconded by Ms. Gregg to approve the redemption of Tax Map 0032, Lot 0014 I-4 Hemlock Ave, as requested, subject to the attached conditions being met, and that all taxes, interest, and administrative costs are paid in full by no later than October 15, 2012. Vote 5-0, motion passes.

11. Application for Special Permit for Catering Privilege Off Premises

Moved by Mr. Nowell, seconded by Mr. Little to approve the Special Permit for Catering Privileges off Premises for Stage Neck Inn. Event to be held October 6, 2012 at Stage Neck Road from 5:00 pm to 12:00 am. Vote 5-0, motion passes.

12. Quit Claim Deed for Gray Capital Investments, LLC for property located at 2 Beach Street, Unit #13 and Real Estate Transfer Tax Declaration

Moved by Mr. Nowell, seconded by Mr. Little to approve the quit claim deed to Gray Capital Investments, LLC thereby releasing any right, title and interest the Tow of York may have acquired in property at 2 Beach Street, Unit #13 by virtue of tax liens against Witch1 productions, LLC dated June 15, 2010 and July 18, 2011. Vote 5-0, motion passes.

L. Other Business

Kinley Gregg
Ronald N. Nowell

M. Citizens Forum

Public Comment: Frank Coughlin
Charles Stacy
Mary Coughlin
Sam Horn

Adjourn

Moved by Mr. Nowell, seconded by Ms. Andrews to adjourn at 10:20 PM.

Respectfully Submitted By:

Katie L McWilliams; Recorder

Request for Action

Town/Horn Land Swap

August 2012



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: August 10, 2012	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: August 13, 2012	
Regular <u> X </u> Work Session	
Subject: Land Swap Between the Town of York and Dewey, Harry, Samuel and Noreen Horn	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Land Swap
PROPOSED MOTION: I move to approve a land swap with Dewey, Harry, Samuel and Noreen Horn through which the Town of York will accept a Quitclaim deed which clarifies and revises the description set forth in the original deed from the Horn family dated May 28, 2010 and the Town of York will provide a Quitclaim deed to Samuel and Noreen Horn. I further move to approve an easement deed to Samuel and Noreen Horn providing access to the town road abutting the property to be conveyed.

Discussion: In May, 2009 voters in the Town of York approved the sum of \$2,000,000 for the purchase of land for a new public safety facility. On May 28, 2010 the Town of York purchased approximately 12-15 acres of land on Ridge Road from Dewey, Harry and Samuel Horn. The exact acreage of the property was unknown at the time as a proposed town roadway was to be southern boundary of the property purchased by the Town and final design of the roadway, to include a survey, had not been completed.

After the Town had purchased the land from the Horn family it was determined that the Town did not own all of the land necessary to allow for the construction of a proposed connector road from Ridge Road to the police station and further to US Route 1. As a result, negotiations began with the Horn family to identify an appropriate land swap. After many months of negotiations a parcel suitable to the Horn's was identified.

Attached you will find deeds that have been prepared by the Horn's attorneys and reviewed by the Town Attorney. The first deed conveys the necessary land from the Horn family to the Town of York. The second deed conveys approximately one acre of land from the Town to Samuel and Noreen Horn. The third deed is an easement deed which allows Samuel and Noreen Horn access to the town road abutting the property to be conveyed.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared By:

Robert S. Gandon

Reviewed By: _____

QUITCLAIM DEED WITHOUT COVENANT

KNOW ALL MEN BY THESE PRESENTS, that Dewey Roger Horn, of York, Maine, Harry H. Horn, of Mount Olive, North Carolina, Samuel N. Horn, of York, Maine, and Noreen P. Horn, of York, Maine, for consideration paid, release to The Inhabitants of the Town of York, a body corporate and politic, located at York in the County of York and State of Maine, whose mailing address is 186 York Street, York, Maine 03909, the following land:

A certain lot or parcel of land situated at York Beach, in the Town of York, County of York and State of Maine, bounded as follows:

On the northeast by land of York's Wild Kingdom, Inc., described in a deed recorded in Book 2730, Page 293, of the York County Registry of Deeds;

On the northwest by said land of York's Wild Kingdom, Inc., and by land conveyed to the Inhabitants of the Town of York by Donald Blinn, by a deed recorded in Book 15881, Page 388, of the York County Registry of Deeds;

On the southeast by the following parcels: (1) land of Roger R. Norton, III and Melody L. Norton (YCRD Book 13824, Page 211); (2) land of M H Parson & Sons Lumber Co. (YCRD Book 4624, Page 224); and (3) Patrick J. Cragin, Trustee (YCRD Book 15173, Page 402); and

On the south and west by the southwesterly sideline of a proposed road crossing the land of the Grantors as shown on a plan entitled "Standard Boundary Survey Plan, Land of The Inhabitants of the Town of York, Route One & Ridge Road, York, Maine" dated Nov. 2011, by BH2M of Gorham, Maine, said southwesterly sideline being more fully described as follows:

Beginning at a point in the northerly sideline of land now or formerly of Harry H. Norton, Jr. at the westerly corner of land now of formerly of Patrick J. Cragin, Trustee of the Patrick J. Cragin Living Revocable Trust of 2007;

Thence, N 52° 06' 12" W along said land now or formerly of Harry H. Horton, Jr. a distance of 580.28 feet to a point;

Thence, N 15° 12' 51" W along the remaining land of the Grantors a distance of 436.65 to a point of tangency:

Thence, along the remaining land of the Grantors by a curve to the left having a radius of 270.00 feet a distance of 337.01 feet to a point;

Thence, N 86° 43' 44" W along the remaining land of the Grantors a distance of 365.22 feet to a point of tangency;

Thence, along the remaining land of the Grantors by a curve to the right having a radius of 200.00 feet a distance of 30.15 feet to land conveyed to the Inhabitants of the Town of York by Donald Blinn, by a deed recorded in Book 15881, Page 388, of the York County Registry of Deeds.

The above described premises are conveyed together with all appurtenant rights and easements, in common with remaining land of the Grantors.

This deed is given to revise and clarify the description set forth in the deed from Dewey Roger Horn, Harry H. Horn and Samuel Horn to the Inhabitants of the Town of York dated May 28, 2010, and recorded in the York County Registry of Deeds in Book 15871, Page 326. By acceptance of this deed the Grantee herein confirms that the southwesterly line of the proposed road as described in Exhibit A is the boundary between the land of the Grantors and the Grantee.

Being a portion of the premises described in a deed from Rhoda Iris Freeland to Harry H. Horn, Samuel Horn, and Dewey Roger Horn as tenants in common dated January 17, 1979, and recorded in the York County Registry of Deeds in Book 2536, Page 280. Reference is also made to a deed from Samuel N. Horn to Samuel N. Horn and Noreen P. Horn dated June 9, 2012, and recorded in said Registry of Deeds in Book 15878, Page 523.

Executed and delivered this ____ day of _____, 2012.

Witness

Dewey Roger Horn

Witness

Harry H. Horn

Witness

Samuel N. Horn

Witness

Noreen P. Horn

State of Maine
York, ss.

_____, 2012

Personally appeared before me the above named Dewey Roger Horn and acknowledged the foregoing instrument to be his free act and deed.

Notary Public
Print name:

State of Maine
York, ss.

_____, 2012

Personally appeared before me the above named Samuel N. Horn and Noreen P. Horn and acknowledged the foregoing instrument to be their free act and deed.

Notary Public
Print name:

State of North Carolina
Wayne, ss.

_____, 2012

Personally appeared before me the above named Harry H. Horn and acknowledged the foregoing instrument to be his free act and deed.

Notary Public
Print name:

QUITCLAIM DEED WITHOUT COVENANT

KNOW ALL MEN BY THESE PRESENTS, that the Inhabitants of the Town of York, a body corporate and politic, located at York in the County of York and State of Maine, whose mailing address is 186 York Street, York, Maine 03909, for consideration paid, releases Samuel N. Horn and Noreen P. Horn, whose mailing address is 392 Ridge Road, York, ME 03909, as joint tenants, the following land:

A certain lot or parcel of land situated at York Beach, in the Town of York, County of York and State of Maine, bounded as follows:

Beginning at a 2" iron pipe found at the northerly corner of the land conveyed to the Inhabitants of the Town of York by Dewey Roger Horn, Harry H. Horn and Samuel Horn by deed dated May 28, 2010, and recorded in the York County Registry of Deeds in Book 15871, Page 326, and by a confirmatory deed of even date to be recorded herewith given by Dewey Roger Horn, Harry H. Horn, Samuel N. Horn and Noreen P. Horn to the Inhabitants of the Town of York, said iron pipe marking a corner in the land of York Wild Kingdom, Inc.;

Thence, S 51° 30' 42" E by land of York Wild Kingdom, Inc. a distance of 112.00 feet to an iron rod set in the ground;

Thence, S 41° 41' 26" W by remaining land of the Inhabitants of the Town of York a distance of 384.57 to an iron rod set in the northerly sideline of a proposed road;

Thence, N 86° 43' 44" W along said sideline of said road a distance of 120.87 feet to an iron rod set at other land conveyed to the Inhabitants of the Town of York by Donald Blinn, by a deed recorded in Book 15881, Page 388, of the York County Registry of Deeds;

Thence, N 39° 10' 40" E by said land of the Inhabitants of the Town of York a distance of 156.16 feet to a point;

Thence, N 42° 17' 26" E still by said land of the Inhabitants of the Town of York a distance of 135.39 to a point at land of York Wild Kingdom, Inc.;

Thence, N 42° 17' 26" E by said land of York Wild Kingdom, Inc. a distance of 171.84 feet to the point of beginning.

Together with an easement for ingress and egress and installation of utilities over said proposed road, which is 50 feet in width and extends from Ridge Road in York Beach to U.S. Route One, as shown on a plan entitled "Standard Boundary Survey Plan, Land of The Inhabitants of the Town of York, Route One & Ridge Road, York, Maine" dated Nov. 2011, by BH2M of Gorham, Maine. The Grantor excepts and reserves the fee simple interest in said road.

Executed and delivered this ____ day of _____, 2012.

Inhabitants of the Town of York

By: _____

State of Maine
York, ss.

_____, 2012

Personally appeared before me the above named _____, on behalf of the Inhabitants of the Town of York, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity.

Notary Public

Print name:

Plan Reference:

Standard Boundary Survey Plan, Land of
The Inhabitants of the Town of York,
Route One & Ridge Road, York, Maine,
Dated Nov. 2011, by Berry Huff McDonald
Milligan, Inc., Sheets 1 & 2.

N/F
York Wild
Kingdom, Inc.
Book 2730
Page 293

S60°04'41"E
1419.05'

Held Existing Barbed Wire Fence to
Easterly Sideline of C.M.P. R.O.W.
Per Deeds Book 2536, Page 280
and Book 9491, Page 242. Total
Distance per Deeds is 607'
(593.52' Actual).

Land of
The Inhabitants of
the Town of York
Book 15881, Page 388

L=16.80'
L=150.40' L=167.29'
R=270.00' L=167.29'

SYMBOL	DESCRIPTION
○ P/W	IRON PIPE/IRON ROD FOUND
⊙ IS	5/8" IRON ROD W/ CAP TO BE SET
⊙	EXISTING UTILITY POLE
⊙	CONIFEROUS TREE
⊙	DECIDUOUS TREE
⊙	EXISTING STONEWALL
---	EDGE OF PAVEMENT
---	PROPERTY LINE
---	ABOVE GROUND

CURVE DATA
C5 - R=200.00', L=93.70'
C6 - R=200.00', L=30.15'

2" IFF (Head)
1.7" A.G.
112.00'
S41°41'26"W
307.23'
171.84'
N42°17'26"E
135.39'

Remaining Land of
The Inhabitants of
the Town of York
Book 15871, Page 326

Parcel to be Conveyed to
Samuel Horn, Noreen Horn,
Dewey Horn & Harry Horn.
Area = 48,064 s.f.
(1.10 Acres)

L=337.01'
R=270.00'

Proposed Boundary Between
Horn & The Inhabitants of
the Town of York

Proposed Right
of Way

N/F
Samuel Horn, Noreen Horn,
Dewey Horn & Harry Horn
Book 15878, Page 523

Stormwater Buffer
Easement (Typical)

S52°06'12"E
213.50'
(225' to Corner Stonewall)



Scale 1" = 100'
May 2012
Job No. 11069

Land Transfer Plan

Land of
Town of York
Ridge Road
York, Maine



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

28 Starr Street
Gorham, Maine 04038

Fax (207) 839-8250

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that the Inhabitants of the Town of York, a body corporate and politic, located at York in the County of York and State of Maine, whose mailing address is 186 York Street, York, Maine 03909, for consideration paid, releases Harry H. Horn, Dewey Roger Horn, Samuel N. Horn and Noreen P. Horn, the following easement to be appurtenant to the land of the Grantees located on the southwesterly side of a proposed road situated at York Beach, in the Town of York, County of York and State of Maine:

An easement for ingress and egress and installation of utilities over said proposed road, which is 50 feet in width and extends from Ridge Road in York Beach to U.S. Route One, as shown on a plan entitled "Standard Boundary Survey Plan, Land of The Inhabitants of the Town of York, Route One & Ridge Road, York, Maine" dated Nov. 2011, by BH2M of Gorham, Maine.

This easement benefits land retained by the Grantees in connection with a deed of even date from the Grantees herein to the Grantor herein delivered prior to this Easement Deed and to be recorded herewith.

Executed and delivered this ____ day of _____, 2012.

Inhabitants of the Town of York

By: _____

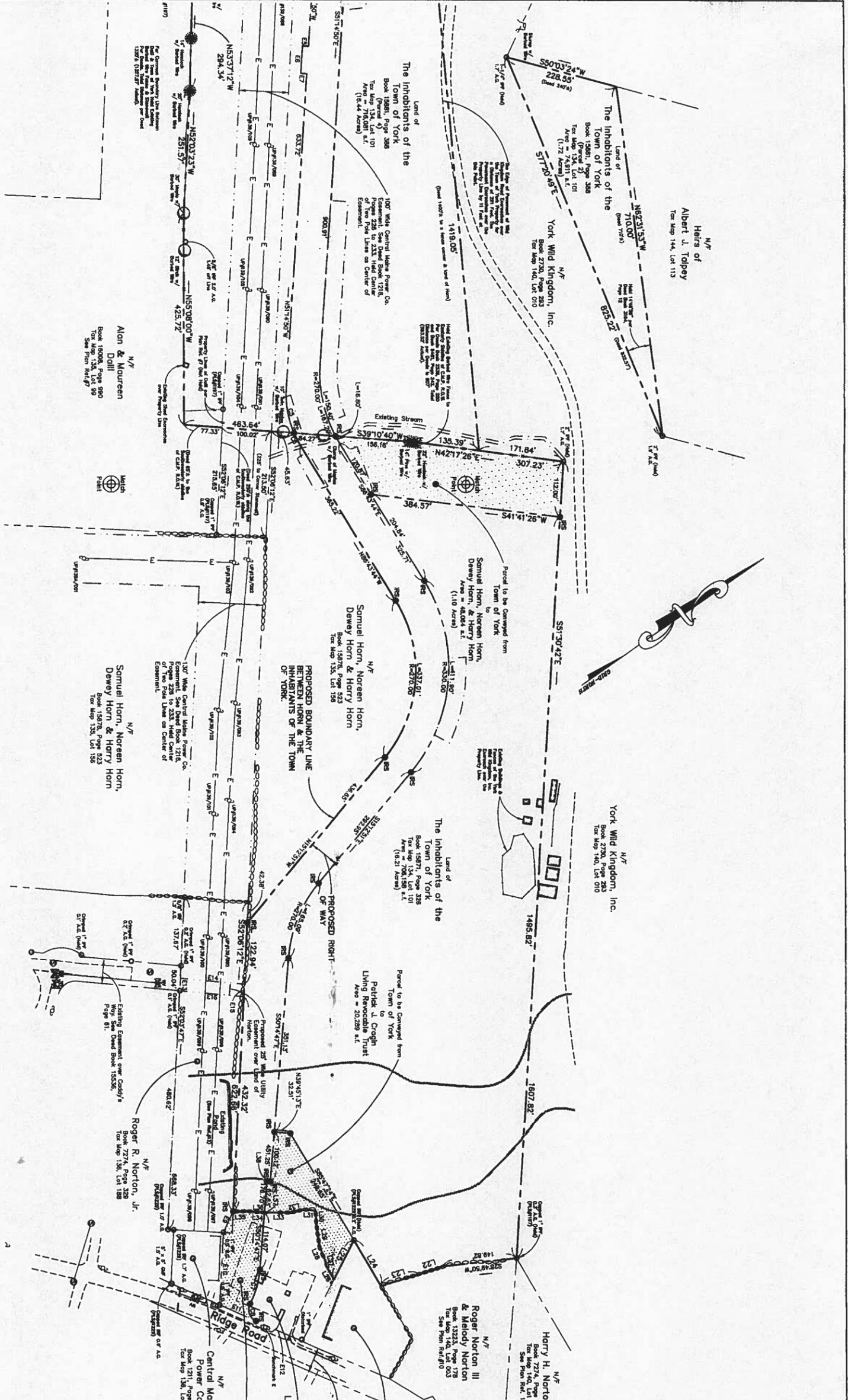
State of Maine
York, ss.

_____, 2012

Personally appeared before me the above named _____, on behalf of the Inhabitants of the Town of York, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity.

Notary Public

Print name:



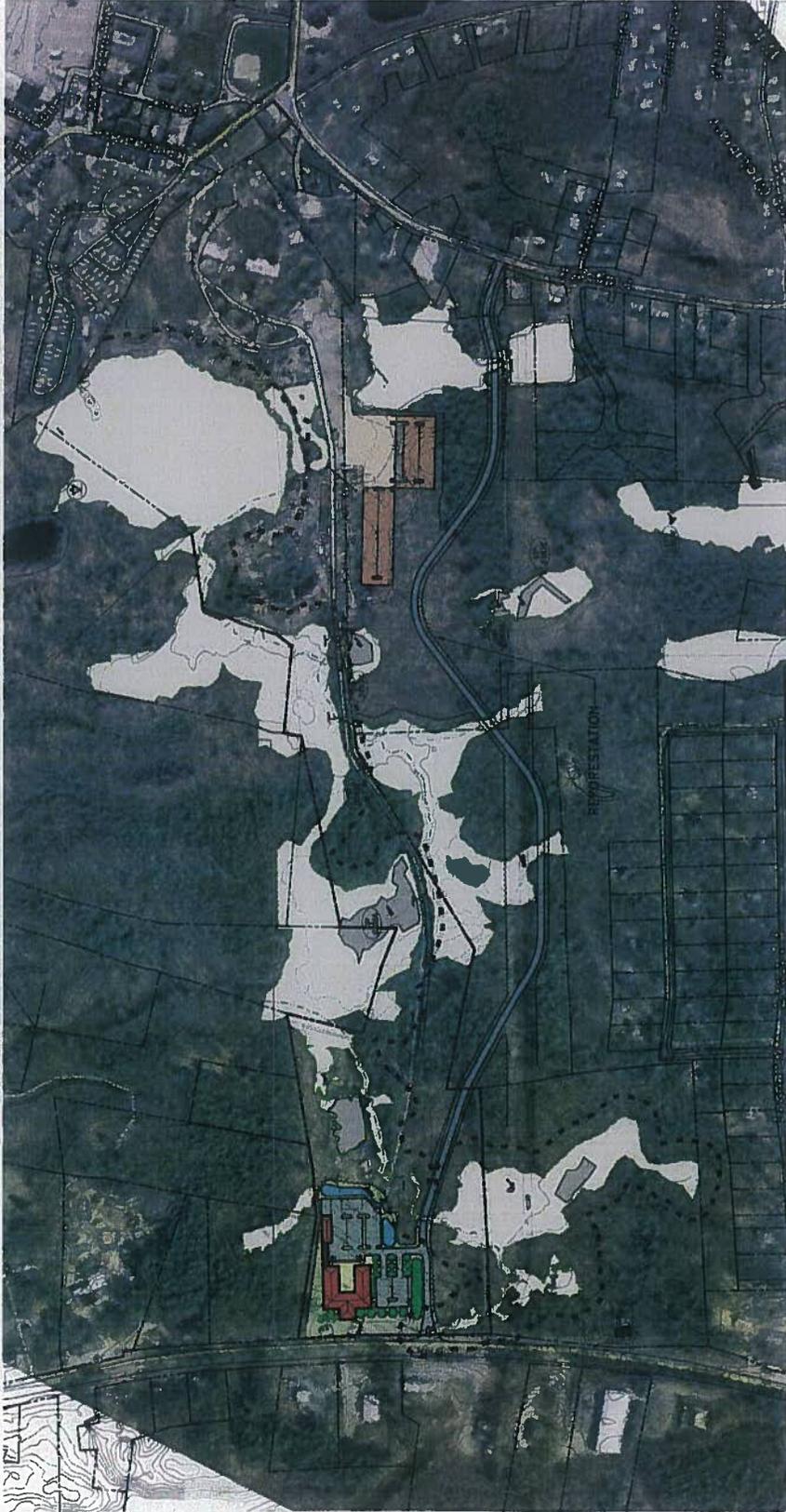
BENCHMARK: E
 NAIL SET IN UTILITY POLE 66
 ELEVATION 17.61 NGVD 1929 DATUM

COORDINATES: NORTH ORIENTATION SHOWN
 BEARINGS ARE BASED ON MAINE STATE
 COORDINATE SYSTEM WEST ZONE (MAD03)
 USING GPS SURVEY CONTROL POINTS
 PROVIDED BY SURVEY INC.

SYMBOL

○ 1" or 2" or 4" or 8" or 16" or 32" or 64" or 128" or 256" or 512" or 1024" or 2048" or 4096" or 8192" or 16384" or 32768" or 65536" or 131072" or 262144" or 524288" or 1048576" or 2097152" or 4194304" or 8388608" or 16777216" or 33554432" or 67108864" or 134217728" or 268435456" or 536870912" or 1073741824" or 2147483648" or 4294967296" or 8589934592" or 17179869184" or 34359738368" or 68719476736" or 137438953472" or 274877906944" or 549755813888" or 1099511627776" or 2199023255552" or 4398046511104" or 8796093022208" or 17592186044416" or 35184372088832" or 70368744177664" or 140737480355328" or 281474960710656" or 562949921421312" or 1125899842842624" or 2251799685685248" or 4503599371370496" or 9007198742740992" or 18014397485481984" or 36028794970963968" or 72057589941927936" or 144115179883855872" or 288230359767711744" or 576460719535423488" or 1152921439107447376" or 2305842798214894752" or 4611685596429789504" or 9223371192849579008" or 18446743952939158112" or 36893487905878316224" or 73786975811756632448" or 14757395163551327896" or 29514790327102655792" or 59029580654205311584" or 118059161308410611168" or 23611832261682012336" or 47223664523364024672" or 94447329046728049344" or 1888946584734560976" or 3777893169469121952" or 7555786338938243904" or 15111572677876487808" or 30223145355752975616" or 604462907115119515232" or 120892581423039904656" or 241785162846079811312" or 483570325692159622624" or 967140651384319245248" or 1934281302768638490496" or 3868562605537276980992" or 7737125211074553961984" or 1547425042214910923968" or 3094850084429821847936" or 6189700168859643695872" or 12379400337719287391552" or 2475880067543857478304" or 4951760135077714956608" or 9903520270155431913216" or 19807040540310863826432" or 39614081080621727652864" or 792281621612434553056" or 15845632432248691061112" or 31691264864497382122224" or 63382529728994764244448" or 126765059457989528488896" or 253530118915939056977792" or 5070602378359781139555584" or 1014120475671956227911168" or 2028240951343912455822336" or 4056481902687824911644672" or 811296380537564982328944" or 16225927610751297644657888" or 32451855221502595289315776" or 649037104430051905786315552" or 12980742086601039117322711104" or 259614841732020787226442208" or 5192296834640415744528844544" or 1038459366928083148895688888" or 2076918733856166297917777776" or 4153837467712332535955555552" or 830767493542466507191111104" or 1661534987084933014222222208" or 3323069974169866028444444544" or 664613994833973205688888888" or 13292279896679461111377777776" or 2658455979335892222655555552" or 5316911958671792444511111104" or 1063382391637558488822222208" or 212676478327511697777777776" or 425352956655023395555555552" or 850705913310046791111111104" or 170141182662009382222222208" or 340282365324018764444444544" or 68056473064803752888888888" or 136112946129607557777777776" or 272225892257215115555555552" or 544451784514430311111111104" or 108890369028486062222222208" or 217780738056972124444444544" or 43556147611394424888888888" or 871122952227888897777777776" or 174225705447793775555555552" or 348451410895575551111111104" or 6969028217911511111111104" or 139380564358222222222208" or 2787611287164444444544" or 55752225743288888888" or 111504515476777777776" or 22300903145555555552" or 446018062911111111104" or 8920361258222222208" or 17840725164444444544" or 356814513288888888" or 7136290275777777776" or 142725805555555552" or 2854516111111111104" or 570903222222208" or 1141806444444544" or 22836128888888" or 456722577777776" or 913445155555552" or 1826890311111111104" or 365378062222208" or 7307561255555552" or 1461512511111111104" or 292302522222208" or 5846050444444544" or 11692100888888" or 233842077777776" or 467684155555552" or 935368311111111104" or 187273662222208" or 3745473255555552" or 7490946511111111104" or 149818912222208" or 2996378255555552" or 5992756511111111104" or 1198551302222208" or 239710262222208" or 4794205255555552" or 9588410511111111104" or 191760102222208" or 3835202055555552" or 7670404111111111104" or 153408082222208" or 3068161655555552" or 6136323211111111104" or 122726462222208" or 2454529255555552" or 4909058511111111104" or 981811702222208" or 1963623405555552" or 3927246811111111104" or 785449362222208" or 1570898725555552" or 31417974511111111104" or 628359490222208" or 1256718805555552" or 2513437605555552" or 502687520222208" or 10053750405555552" or 20107500805555552" or 40215001602222208" or 80430003205555552" or 160860006402222208" or 321720012805555552" or 643440025602222208" or 1286880051205555552" or 2573760102405555552" or 5147520204802222208" or 1029504049605555552" or 2059008099205555552" or 4118016198402222208" or 8236032396805555552" or 16472064793602222208" or 32944127987205555552" or 65888255974402222208" or 131776515958405555552" or 2635530311980805555552" or 5271060635961602222208" or 10542121711923205555552" or 210842434238405555552" or 421684868476802222208" or 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Proposed Master Plan
York Police Station



DATE: 3-03-10
SCALE: 1" = 40'
PROJ. NO.: 06122-06
FIGURE: 4

SHEET TITLE: **PROPOSED MASTER PLAN**
PROJECT: **YORK POLICE STATION**

PREPARED BY: 





PREPARED BY: 

Article 8

May 2014 Special General Referendum

- Land Transfer for Impact Mitigation -

May 17, 2014
Special General Referendum

FOUR: The Town hereby ordains amendment of the **Zoning Ordinance** to change the standards that limit commercial functions at residential properties, specifically amending: Article 7, Special Provisions.

Statement of Fact: Passage of this amendment would change 2 performance standards. First, it would increase the number of commercial functions that could be permitted at an approved residential property from 10 to 12 per calendar year. Second, it would alter the limit of not more than 3 functions per 30-day period to not more than 3 per calendar month.

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

YES 1880

NO 468

FIVE: The Town hereby ordains amendment of the **Zoning Ordinance** to help change the membership requirements, appointment standards, officer selection and operating requirements for the Board of Design Review, specifically amending: Article 18, Administration.

Statement of Fact: Passage of this amendment makes 3 primary changes. First, it removes technical qualifications required for residents to be appointed to this Board. Second, it brings the process for appointing members into line with the process used for other boards and commissions. Third, it changes the process of selecting officers so that it will be consistent with Robert's Rules of Order. Passage of the amendment also clarifies that by-laws adopted by this Board must be consistent with Robert's Rules of Order.

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

YES 2087

NO 243

SIX: The Town hereby ordains amendment of the **Animal Control Ordinance** to alter the definition of "leash", specifically amending: Section 2, Definitions.

Statement of Fact: The purpose of this amendment is to limit dog leashes to physical restraints only. Currently electronic leashes are included in the definition of "leash." The York Police Department has requested that the electronic leash option be removed.

Board of Selectmen recommends approval (4-1)

YES 1831

NO 567

SEVEN: The Town hereby ordains to adopt a new ordinance entitled, **Business Licensing Ordinance**, and concurrently repeals in their entirety the following ordinances: **Town of York Licensing Ordinance, Bed & Breakfast Licensing Procedure; Licensing Hotels/Motels with Accommodations with Cooking Facilities Ordinance; Flea Market Ordinance; and Transient Seller Ordinance.**

Statement of Fact: The purpose of this amendment is to consolidate all licensing ordinances and policies into a single code, and to ensure consistency with State law. If adopted the new Ordinance will make it easier for businesses to find information about licensing procedures and requirements, easier for the public to understand the system, and easier for Town officials to administer. A significant component of this amendment is establishment of a single application process for all types of license applications - one that is clearly written, fair to applicants and the public, and easy to follow. Another significant component of this amendment is grouping of information and standards for each type of license into a single place. This should prove very helpful as the State laws relating to business licensing are scattered throughout many different areas of law.

Board of Selectmen recommends approval (5-0)

YES 2220

NO 146

EIGHT: Shall the Town authorize the Board of Selectmen to convey Town-owned property located on Bell Marsh Road, specifically Map 92, Lot 17-C to the York Land Trust, and Map 92, Lot 6-F to Daniel Rosa and to execute all documents necessary to complete said conveyances?

Statement of Fact: These conveyances will allow the Town to comply with the terms of its May 17, 2013 Site Location of Development Permit from the Maine Department of Environmental Protection (MDEP) requiring off-site land preservation to compensate for the police station project's wetland impacts. The conveyances are shown on a survey plan by Anderson Livingston Engineers, Inc. entitled "Plan Prepared for Boundary Line Agreements Between Town of York and Daniel T. Rosa, Bell Marsh Road, York, Maine", dated November 14, 2012. The plan is on file in the Town Clerk's office.

Board of Selectmen recommends approval (5-0)

YES 1993

NO 340

CONTINUE VOTING ON CARD 2

Budget – Project Development

Stephen H. Burns, Town Manager
 October 15, 2014



Conclusion: My best read on this at the moment is that the Town has \$4.85M available to construct the Police Station and \$1.51M available to construct the road. The numbers in the table below are a close approximation of the funds available for the Police Station project and Connector Road project. There is some ability to move some costs and revenues between the projects (for example, when SMRT presented to the Planning Board, this could have been billed to either project, or split between the two). There are other factors which have not yet factored in, such as the fact that the York Water District has already received \$163,874 to construct the required water lines. This is the reason I say these numbers are a close approximation.

ITEM	REVENUE	EXPENSE
Voter Approval of Funds for Initial Design	\$200,000	
Initial Design Funds Spent to Date		-\$139,316
Net Available	\$60,684	
Voter Approval of Building Bond	\$6,460,539	
Voter Approval Transfer of Dock Bond	\$363,000	
Interest Income	\$30,919	
Spent to date (10/15/2014)		-\$2,047,345
Refunds from PC Construction		\$46,751
Net Available for Police Station	\$4,853,864	
Voter Approval of Road Bond	\$1,626,882	
Interest on Funds	\$10,123	
Spent to date (10/15/2014)		-\$126,328
Net Available for Connector Road	\$1,510,677	
Review Costs Covered by Com. Dev.	\$13,000	
Total Funds Available	\$6,438,225	

Voter Approval of Funds for Initial Design

- May 22, 2010 – voters approved \$200,000 for land engineering and site design work by approving Article 41 at the annual Budget Referendum. This article was approved: 1,290 (55%) in favor; 1,076 (45%) opposed.
 - *Copy of Article attached (#41 of the Budget Referendum).*
- The amount of \$60,684 remained in the account at the end of FY13, and this was transferred to the FY14 budget. If carried forward again, this money remains available, and these funds could be allocated to either project.

Voter Approval of Funds for Police Station Building Construction

- May 21, 2011 – voters approved a bond for \$6,460,539, plus the transfer of an additional \$350,000 of unspent funds from an earlier bond, resulting in a total of \$6,810,538 for construction of a new Police Station.
 - *Copy of Article attached (#38 of the Budget Referendum).*
- May 21, 2011 – voters approved a bond for \$1,626,882 for construction of a connector road.
 - *Copy of Article attached (#39 of the Budget Referendum).*

Developer Fees Used to Cover Some Outsource Engineering Costs

- When the Planning Board voted to outsource the planning and engineering review of the application, there were some funds available to help pay for those reviews requested by the Planning Board. This amount can be used to offset expenses for either project. I also believe there was one additional bill that came in from Ransom Engineering that was charged to this account, so this total may end up being higher than the \$13,000 shown.

May 2010

Budget Referendum

- Initial Design \$ -

May 22, 2010 Budget Referendum

Auto Excise	\$ 2,600,000.
Boat Excise	\$ 27,000.
R/E Interest	\$ 117,000.
Town Clerk Fees	\$ 93,000.
Miscellaneous Income	\$ 55,000.
Plumbing Inspection Fees	\$ 30,000.
Appeals Board Fees	\$ 3,500.
Lien Administrative Fees	\$ 2,500.
Ordinance Fines	\$ 2,000.
Meter Collections	\$ 190,000.
Tickets/Meter Fines	\$ 105,000.
Parking Stickers	\$ 84,500.
Bad Check Charges	\$ 700.
Ellis Park	\$ 28,000.
Revenue Sharing	\$ 475,000.
Gas Tax Refund	\$ 12,000.
General Assistance Reimbursement	\$ 9,000.
Investment Interest	\$ 200,000.
Cable TV Franchise Fees	\$ 155,000.
Map Sales	\$ 250.
Photocopies	\$ 500.
Local Roads Subsidy	\$ 180,000.
Total	\$4,438,588.

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (5-0).

A YES vote authorizes the use of \$4,438,588 to reduce the tax commitment.

A NO vote authorizes the use of the previous year's use of \$4,828,850 in revenues to reduce the tax commitment.

2149 YES
199 NO

ARTICLE THIRTY-SIX

Shall the Town appropriate \$780,000 from the Fund Balance and apply these funds to the FY2011 Tax Commitment as a reduction in the amount to be raised from taxation, as proposed by the Board of Selectmen?

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (5-0).

A YES vote authorizes an appropriation from the fund balance of \$780,000 to reduce the tax commitment.

A NO vote authorizes the previous year's appropriation from the fund balance of \$780,000.

1994 YES
233 NO

ARTICLE THIRTY-SEVEN

Shall the Town authorize the Board of Selectmen to accept grants, donations and aid from State and Federal Agencies, as well as private sources, such as Foundations, Trusts and Individuals and furthermore shall the Board of Selectmen adopt this line item of the Town Budget, as proposed by the Budget Committee?

Board of Selectmen recommends approval (5-0).

2245 YES
85 NO

ARTICLE THIRTY-EIGHT

Shall the Town authorize amendments to the York Beach Tax Incremental Financing District Development and Work Plan as approved by the Board of Selectmen; said amendments to the development and work plan having been available for review in the Town Clerk's office; and to submit said amendments to the State of Maine Commissioner of Economic and Community Development with such additional

documentation as may be necessary for approval of the amendments pursuant to 30A M.R.S.A. Chapter 206?

Statement of Fact: Establishment of the York Beach Tax Incremental Financing District was approved by York voters in 2007 and by the Maine Department of Economic and Community Development in 2008. Included in the original application was a development and work plan outlining how funds generated within the TIF district could be used. These amendments expand the authorized uses for the TIF funds within the district.

1992
Board of Selectmen recommends approval (5-0). YES
85% 344 NO

ARTICLE THIRTY-NINE

Shall the Town authorize the Board of Selectmen to make one of the following decisions for each Tax Lien Acquired Property:

1. To dispose of the property by allowing the immediate former owner, or the immediate former owner's estate, to buy back title to the property from the Town. Buy-back of the property shall require: payment of all taxes due plus interest and lien costs; payment of all other costs; and an amount determined by the Selectmen of up to ten (10%) percent of the then current assessed valuation as set by the Tax Assessor; and satisfaction of all other conditions established by the Selectmen.
2. To dispose of the property by public sealed bid auction or other public process.
3. To dispose of the property by conducting a limited public sale among the parties who own property that directly abuts this property.
4. To hold Town title to the property.

The decision of the Selectmen to use any of the above options shall adhere to the Selectmen Procedural Policy for the Disposition of Foreclosed Property.

2096
Board of Selectmen recommends approval (5-0). YES
199 NO

ARTICLE FORTY

Shall the Town authorize the Town Treasurer to waive foreclosure of any tax lien during the 2010 and 2011 calendar years, said waiver requiring approval of the Board of Selectmen. The Board of Selectmen shall grant said approval only in circumstances where foreclosures would prove injurious to the Town of York, such as, but not limited to, the presence of hazardous waste upon the property, or the presence on the property of one or more substandard structure(s) for which the cost of removal or repair would exceed the value of the property?

Board of Selectmen recommends approval (5-0). 2124 YES
175 NO

MUNICIPAL AND SCHOOL CAPITAL PLAN

ARTICLE FORTY-ONE

Shall the Town (1) approve the Land Engineering and Site Design work on potential Public Safety Land and (2) raise and appropriate the sum of \$200,000 for the cost of this project?

CONTINUE VOTING ON NEXT CARD



**SPECIMEN BALLOT
BUDGET REFERENDUM
YORK, MAINE
MAY 22, 2010**

Card 5 of 8

Penalty for willfully defacing, tearing down, removing or destroying a List of Candidates or Specimen Ballot - fine not exceeding One Hundred Dollars.

TOWN CLERK

INSTRUCTIONS FOR VOTERS

A. To vote, completely fill in the OVAL to the RIGHT of your choice(s), like this: ●

Statement of Fact: This article would approve funding for preliminary site design and engineering for construction of a public safety building. This information will be the basis for a future request to the voters for construction funding for a Public Safety Facility.

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (5-0).

A YES vote authorizes an expenditure of \$200,000.

A NO vote authorizes an appropriation of \$0. **55%** YES **1076** NO

ARTICLE FORTY-TWO

Shall the Town (1) approve a plan to develop alternative energy solutions for the Town and to create energy conservation projects to help achieve our energy efficiency and conservation goals and (2) appropriate the sum of \$100,000 for the cost of this project?

Statement of Fact: The town Energy Steering Committee has been working toward establishing various ways to conserve energy within the Town as well as to determine the feasibility of alternative energy solutions and projects to accomplish these goals. Approval of this article would provide funds for the cost of these continuing efforts.

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (5-0).

A YES vote authorizes an expenditure of \$100,000.

A NO vote authorizes an appropriation of \$0. **59%** YES **986** NO

ARTICLE FORTY-THREE

Shall the Town (1) approve the York Street Reconstruction Project; (2) appropriate the sum of \$1,000,000 for the costs of the Project; and, (3) to fund this appropriation and authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$1,000,000 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen?

Statement of Fact: This project will involve removing and replacing all undersized/falling road culverts as well as reclaiming 2,100 feet of the existing pavement surface on York Street; 200 feet on Organug Road, the reconstruction of the intersection at Organug and York Street, improvements to drainage, and new sidewalks and paved shoulders.

FINANCIAL STATEMENT

Total Town Indebtedness:

A. Bonds outstanding and unpaid	\$ 15,423,511
B. Bonds authorized and un-issued	\$ 5,076,000
C. Bonds to be issued if the Article is approved	\$ 1,000,000
Total	\$ 21,499,511

Costs:

At an estimated maximum interest rate of 4.00% for a twenty (20) year maturity, the estimated interest costs of this bond issue will be:

Principal	\$ 1,000,000
Interest	\$ 420,000
Total Debt Service	\$ 1,420,000

Total estimated project costs including debt service: \$1,420,000.

Validity: The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

s/Margaret McIntosh, Town Treasurer

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (5-0).

69% YES **1625** YES
736 NO

ARTICLE FORTY-FOUR

Shall the Town (1) approve the North Village Road Reconstruction Project; (2) appropriate the sum of \$250,000 for the costs of the project; and, (3) to fund this appropriation and authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$250,000 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen?

Statement of Fact: This project involves removing and replacing all undersized/falling road culverts. Approximately 5,000 feet of the existing pavement surface will be reclaimed and if necessary, a binding additive like cement will be added to improve the structure of the road base. The new base will be graded and 6,000 feet of the road shimmed and base-paved. Public Works crews will then clean out the existing drainage ditches and 6,000 feet of surface pavement will be placed and gravel shoulders installed.

TURN BALLOT OVER TO CONTINUE VOTING



Town of York

186 York Street
York, Maine 03909-1314

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

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

SELECTMEN'S MEETING

6:00 PM/7:00 P.M. MONDAY SEPTEMBER 13th 2010
YORK LIBRARY

6:00 PM: Review of Selectmen's Policy Manual

Call to Order-

Pledge of Allegiance

A. Minutes

-August 23rd, 2010 Selectmen's Meeting Minutes

B. Chairman's Report

C. Manager's Report

D. Awards

1. FY11 Salt Bid
2. FY11 Paving Bid
3. SMRT Proposal for Police Station and Access Road Project

E. Reports

1. Sohler Park Gift Shop Expansion Project

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

G. Approval of Warrant #11

H. PUBLIC HEARINGS

1. Cliff Path Right-of-Way and Possible Pedestrian Easement Offered by the York Trust
2. November 2010 General Referendum Warrant

I. ENDORSEMENTS

License Applications

-TCF Corp dba Clay Hill Farm (Victualers, Liquor, Special Amusement)

J. Old Business

K. New Business

1. Approve and move forward to the November 2010 General Referendum the Cliff Path Right-of-Way and Possible Pedestrian Easement Offered by the York Trust
2. Approval of the 2010 General Referendum Warrant and forward to the Voters for the November 2nd, 2010 vote
3. Preference Votes on 2010 General Referendum Warrant
4. York Sewer District Appointment
5. Application for Special Permit for Catering Privileges off Premise: Fosters Downeast Clambake
6. Application for Special Permit for Catering Privileges off Premise: Harris Island, Dockside Restaurant
7. Application for Special Permit for Catering Privileges off Premise: Life is a Party Catering
8. Pole Permit Application: Chases Pond Road
9. Board and Committee Resignation: Fern Dondero
10. Special Event Permit: Cystic Fibrosis Foundation

L. Other Business

Adjourn



Town of York

186 York Street
York, Maine 03909-1314

SELECTMEN'S MEETING

6:00 PM/7:00 P.M. MONDAY SEPTEMBER 13th 2010

YORK LIBRARY

MINUTES

Attendees: Michael L. Estes, Mary Andrews, Tracy Jackson-McCarty, Edward W. Little, Catherine R. Goodwin, Robert G. Yandow, Town Manager Kathryn Danylik, Recorder and Members of the Press & Public

6:00 PM: Review of Selectmen's Policy Manual

The Board is reviewing the current Selectmen's Policy Manual and will be making changes and updates over the next few months.

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

Pledge of Allegiance

A. Minutes

-August 23rd, 2010 Selectmen's Meeting Minutes

Moved by Ms. Goodwin and seconded by Ms. Andrews to approve the August 23rd, 2010 Selectmen's Meeting Minutes. Without objection so ordered.

B. Chairman's Report

Chairman Jackson-McCarty reported that the Community Development Office and the Town Manager's Office is conducting a survey regarding the Town's Business Licensing Policies. If you received one of these surveys please take the time to fill it out and return it to the Town Hall. The information collected from these surveys will be used to update the current procedure.

C. Manager's Report

Mr. Yandow reported that we will be re-broadcasting the Board of Selectmen's Meetings throughout the week. The schedule is as follows: Tuesday, Wednesday, and Thursday at 3:00 PM and Saturday and Sunday at 6:00 PM.

Town Manager/
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(207)363-1000

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(207)363-1019

www.yorkmaine.org

Mr. Yandow stated that on Sunday, September 19th at 9:15 AM there will be a Public Forum at St. George's Church regarding the November Amendments. Steve Burns, Community Development Director, will be there to explain the amendments and answer any questions that the public might have.

D. Awards

1. FY11 Salt Bid

Moved Ms. Andrews and seconded by Mr. Estes to award the 2010/2011 winter salt bid the Superior Trucking in the amount of \$56.25 per ton. Vote 5-0 motion passes.

2. FY11 Paving Bid

Moved by Ms. Andrews and seconded by Mr. Little to award the FY2011 paving bid to Libby-Scott, Inc in the amount of \$64.50 per ton. Vote 5-0 motion passes.

3. SMRT Proposal for Police Station and Access Road Project

Ms. Jackson-McCarty read the letter from SMRT into the record.

Moved by Ms. Andrews and seconded by Mr. Little to approve the proposal from SMRT for the York Police Station Concept Design, Resource Compensation, and Cost Estimating in an amount not to exceed \$99,110. Vote 5-0 motion passes.

E. Reports

1. Sohier Park Gift Shop Expansion Project

Ed MacGorman and Brenda Knapp presented the Board with the proposed Sohier Park Gift Shop Expansion Project. The Sohier Park Committee is exploring the possibility of expanding the physical size of the Welcome Center at Sohier Park. Since 2007 the gift shop has experienced tremendous growth, which is primarily due to the hiring of a shop manager, consistency in the hours of operation, increased inventory and a better selection of merchandise. Currently the shop is open May 1st through Columbus Day Weekend from 9:00 AM to 7:00 PM. There are two paid staff, along with 45 volunteers who work as sales clerks and park ambassadors. Over the past few years we have been experiencing high volumes of traffic, sometimes seeing 1500 cars a day and bus trips are becoming more frequent. With the increase in traffic and visitors we are seeing our size limitation really impact our service. Our maximum profitability has been reached, we are seeing safety issues, overcrowding, and our restrooms are in need of an upgrade. The total size of the building is 524 square feet which includes the bathrooms and the shop. We would like to increase the size of the shop from 144 square feet to 300 square feet. The committee anticipates a cost of around \$75,000-\$100,000 that would be paid through the proceeds generated at the gift shop. We are looking for the support of the Selectmen on this proposal so that we can continue to grow as an operation and provide better service to our visitors.

Board of Selectmen Questions and Comments:

Mr. Estes-Are you going to expand the bathrooms too?

It will depend on the permitting process to determine what we can do with the building. Right now we are leaning toward renovating but would like to expand.

Ms. Andrews-I consider this Lighthouse part of the heritage of York and I think that you have done a great job and I fully support you.

Mr. Little- I fully support what you are looking to do.

Ms. Goodwin- One of the things that I hear is the need for more bathrooms and for them to be open longer. I do support this but think that bathroom expansion should be seriously considered. It would be a mistake not to add bathrooms.

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

Public Comment: Ron Nowell
Brent Maynard

G. Approval of Warrant #11

Moved by Ms. Andrews and seconded by Mr. Little to approve Warrant #11. Without objection so moved.

H. PUBLIC HEARINGS

1. Cliff Path Right-of-Way and Possible Pedestrian Easement Offered by the York Trust
Moved by Mr. Estes and seconded by Mr. Little to open the public hearing on the Cliff Path Right-of-Way and Possible Pedestrian Easement Offered by the York

Public Comment: David Ballou
Fred Thresh?
Jim Smith
Torbert MacDonald
Monique Zombeck
Ron Nowell
Susan Stanley
Carol Ballard
Tom Bridges
David Brinkman
Paul Shera
Margret Nichols
Dave Marshall
Attorney Guy
Jean Bridges
Joey Donnelly
John Stanton
Joe Mangiafico
Letter read into the record from Helen Rollins Lord

Moved by Mr. Little and seconded by Ms. Andrews to close the public hearing on the Cliff Path Right-of-Way and Possible Pedestrian Easement Offered by the York.

2. November 2010 General Referendum Warrant

Moved by Ms. Andrews and seconded by Mr. Little to open the public hearing on the November 2010 General Referendum Warrant.

Public Comment: None

Moved by Mr. Estes and seconded by Ms. Andrews to close the public hearing on the November 2010 General Referendum Warrant.

I. ENDORSEMENTS

License Applications

-TCF Corp dba Clay Hill Farm (Victualers, Liquor, Special Amusement)

Moved by Mr. Little and second by Mr. Estes to approve the license application for TCF Corp dba Clay Hill Farm (Victualers, Liquor, Special Amusement). Vote 5-0 motion passes.

J. Old Business

K. New Business

1. Approve and move forward to the November 2010 General Referendum the Cliff Path Right-of-Way and Possible Pedestrian Easement Offered by the York Trust

Moved by Ms. Goodwin and seconded by Mr. Estes to open for discussion the approval of the Cliff Path Right of Way and Possible Pedestrian Easement offered by the York Trust.

The Board discussed the proposed Cliff Path Right of Way and Possible Pedestrian Easement and determined that they do not have enough information at this point to make an informed decision. There are still questions that the Board would like answers to such as: what rights does the Town have, if the path has technically washed away, is it a meandering line that can encroach on someone's personal property, and what happens to the portion of path past the Peterson's.

The Board decided that it would not be in the best interest of the Town to push this forward to the voters for the November 2010 ballot. The Board will work over the next few months to gather adequate information to make an informed decision.

Ms. Goodwin withdrew her motion to open for discussion and Mr. Little withdrew his second.

Moved by Ms. Goodwin and seconded by Mr. Estes to move this item to the May Referendum and in the interim period we provide adequate information for the Public to make an informed decision. Vote 3-2 motion passes, Ms. Andrews and Mr. Little against.

2. Approval of the ^{1st}2010 General Referendum Warrant and forward to the Voters for the November 2nd, 2010 vote

Moved by Mr. Estes and seconded by Mr. Little to move the 2010 General Referendum Warrant forward to Voters for the November 2nd 2010 Election with the elimination of Article 22, vote 5-0 motion passes.

3. Preference Votes on 2010 General Referendum Warrant

Article 1 (5-0)

Article 2 (5-0)

Article 3 (5-0)

Article 4 (5-0)

- Article 5 (4-1)-Ms. Goodwin Against
- Article 6 (5-0)
- Article 7 (5-0)
- Article 8 (5-0)
- Article 9 (5-0)
- Article 10 (5-0)
- Article 11 (5-0)
- Article 12 (5-0)
- Article 13 (5-0)
- Article 14 (5-0)
- Article 15 (5-0)
- Article 16 (5-0)
- Article 17 (5-0)
- Article 18 (5-0)
- Article 19 (5-0)
- Article 20 (5-0)
- Article 21 (5-0)

4. York Sewer District Appointment

Moved by Mr. Estes and seconded by Mr. Little to appoint Wayne McIntire to fill the unexpired term of Rod Lucas as Trustee of the York Sewer District. Vote 5-0 motion passes.

5. Application for Special Permit for Catering Privileges off Premise: Fosters Downeast Clambake

Moved Mr. Estes and seconded by Ms. Goodwin to approve the application for a special Permit for Catering Privileges Off Premises for Bill Fosters Downeast Clambake for a fundraiser at 371 Shore Road in Cape Neddick on Thursday, September 16th 2010 from 5:30 PM to 9:30 PM. Vote 5-0 motion passes.

6. Application for Special Permit for Catering Privileges off Premise: Harris Island, Dockside Restaurant

Moved by Mr. Estes and seconded by Mr. Little to approve the application for a Special Permit for Catering Privileges Off Premises for Harris Island, the Dockside Restaurant for a fundraiser at 1 York Street, York Federal Credit Union, on September 15th 2010 from 5:30 PM to 7:30 PM. Vote 4-0 motion passes. Ms. Goodwin requested herself.

7. Application for Special Permit for Catering Privileges off Premise: Life is a Party Catering

Moved by Mr. Estes and seconded by Mr. Little to approve the application for a Special Permit for Catering Privileges Off Premises for Life is a Party Catering for a function at 4 Hamlin Place in York on September 18th 2010 from 3:00 PM to 9:00 PM. Vote 5-0 motion passes.

8. Pole Permit Application: Chases Pond Road

Moved by Mr. Estes and seconded by Mr. Little to approve the pole location permit for 1 pole on Chases Pond Road in the Northwesterly direction 120ft from Pole #46. Vote 5-0 motion passes.

9. Board and Committee Resignation: Fern Dondero

Moved by Mr. Estes and seconded by Mr. Little to accept the resignation of Fern Dondero from the Senior Center Advisory Board. Vote 5-0 motion passes.

10. Special Event Permit: Cystic Fibrosis Foundation

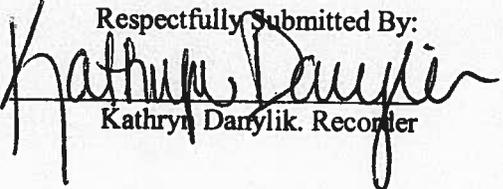
Moved by Mr. Estes and seconded by Mr. Little to approve the special event permit for the Cystic Fibrosis Foundation fundraiser walk that will be held on Saturday, May 22nd 2011 from 10:00 AM to 12:00 PM. Vote 5-0 motion passes.

L. Other Business

Adjourn

Moved by Ms. Andrews and seconded by Mr. Little to adjourn at 10:40 PM

Respectfully Submitted By:



Kathryn Danylik, Recorder



AGENDA ITEM NUMBER: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

Date Submitted: September 7, 2010	Type of Action: <input type="checkbox"/> Procedural <input checked="" type="checkbox"/> Formal Action <input type="checkbox"/> Other: _____
Date Action Requested: September 13, 2010	
Regular <input checked="" type="checkbox"/> Work Session	
Subject: Professional Services Agreement with SMRT	

TO: Board of Selectmen
FROM: Robert G. Yandow, Town Manager
RECOMMENDATION: Approve Proposal From SMRT
PROPOSED MOTION: I move to approve the proposal from SMRT for York Police Station Concept Design, Resource Compensation and Cost Estimating in an amount not to exceed \$99,110.

Discussion: Attached you will find a proposal from SMRT to continue work on our police station project as well as the Route One to York Beach Access Road. In the proposal you will note that SMRT recommends exploring the feasibility of locating the police station on the old Horn property as there may be more available/usable land area than the Route One location. If both locations prove to be suitable the board would then need to decide which location is preferable. The funding will come from the \$200,000 authorized by the voters on May 22, 2010.

FISCAL IMPACT: \$99,110
DEPARTMENT LINE ITEM ACCOUNT: Approved Capital Item
BALANCE IN LINE ITEM IF APPROVED: \$100,890

Prepared By: Robert M. Yandow Reviewed By: _____



SMRT

**AUTHORIZATION STATEMENT
For Scope of Professional Services**

ORDERED BY: Robert Yandow, Manager
Town of York
186 Main Street
York, ME 03909

DESCRIPTION OF WORK: For professional services for the preparation of a concept design, resource compensation and cost estimating for the York Police Station and through-road, as outlined in the attached fee proposal dated September 8, 2010.

FEE BASIS: The fee consists of two parts:

<input type="checkbox"/> SMRT's lump sum fee for outlined services:	\$59,450
<input type="checkbox"/> Estimated consultants' fees (as pass-through) for outlined services:	\$39,660

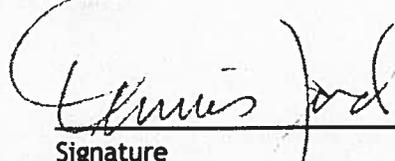
Normal reimbursable expenses are in addition to these fees. Refer to attached SMRT Schedule of Professional Hourly Billing Rates.

TERMS: Terms and Conditions shall be described in the attached SMRT Standard Terms and Conditions

APPROVED AND ACCEPTED BY: Town of York

Signature Date

SMRT



Signature Date



September 8, 2010

Robert Yandow, Manager
Town of York
186 Main Street
York, ME 03909

Re: Letter Proposal for Professional Service
York Police Station - Concept Design, Resource Compensation and Cost Estimating

Dear Rob,

It's been a long road, but we finally have a site for the Police Station, as well as the regulators' concept approval of our impacts and compensation strategy. With that behind us, it is now time to establish the total project cost and get that before the residents of York at the next appropriate opportunity. In support of this goal, SMRT is pleased to provide this proposal for professional services for your review and approval.

This phase will include the preparation of a concept design for the building, site and through-road (50% Schematic Design) and a wetland/vernal pool buffer compensation plan; development of total project cost assessment; attendance at public meetings and preparation of materials to support the public education process.

These efforts will require the input of several sub-consultants as noted below.

SUMMARY SCOPE OF SERVICES

While we currently have the Police Station organized adjacent to Route 1, it is a tight fit with no real room for expansion. It is important, therefore, that we assess the viability of situating the development on the Horn property, adjacent to the York Wild Kingdom. There may in fact be space at that location to more comfortably fit the program. If that proves unfeasible, we will stick with the current plan.

As part of that assessment, we will look at the existing building on the Route 1 site that the Town obtained with the Blinn property. It was constructed as a duplex residence, and could be used for other uses, depending upon its construction. Our assessment will include a review of the structure to evaluate what flexibilities exist in its construction and layout that will lend it to being reused for town space needs. This will include identification of structural load-bearing components, of mechanical and electrical equipment, and of building code compliance obstacles for a new use.

Once the building location is finalized, we will prepare 50% schematic design documents for both the building/site and the through-road. When that is complete, we will calculate the impacts to wetlands and vernal pool buffers. With that information, we will coordinate with you to prepare a draft compensation plan, addressing the range related to wetland impacts (restoration, enhancement, creation or simply calculate an in-lieu fee), as well as identifying land associated with vernal pools for protection.

Also included in our scope of services is a preliminary geotechnical investigation of the building site and through-road. This will include recommendations for bearing capacity and footing type, pavement thicknesses, ledge profile along the road and an opinion of the viability of installing a closed-loop geothermal heat pump system. A surveyor will be retained to locate the road in the field to support the geotechnical engineer's work. Additionally, we will obtain recommendations from a traffic engineer regarding design of the intersections with Route 1 and Ridge Road, as well as likely future permitting costs (MDOT).

With the foregoing in place, we will prepare an opinion of total project costs, utilizing the services of a cost estimator for the building, site work and road.

Of particular note, the product of these services will be very useful as the project moves forward into full design. Most disciplines will have the necessary information readily available to jump start the project upon Town approval, and the basic services design fee included herein (\$39,000) may be credited in part or in full, depending on any substantive changes in the interim, toward the design fees for the full project.

We propose to provide services in two categories: SMRT's services as a lump sum and the consultants as a pass-through. That way if the services provided by our sub-consultants do not reach their full projected fees, you'll pay only what they bill, plus the SMRT 15% mark-up. I don't expect this to be an issue with any of the consultants except Stantec. While I have a budget from them, we may well not need to spend that much, especially if the land you already own provides much of our needed compensation.

SMRT Services

- Assessment of alternative site location closer to Ridge Road;
- Building design, including floor plans and elevations (50% SD);
- Site design, including rendered site plan (50% SD);
- Road design/engineering (50% SD);
- Natural resources impact calculations;
- Opinion of total project cost;
- Coordination with all parties and consultants;
- Meetings with regulators and the public.

Consultants

- Wetlands scientist - Stantec
- Geotechnical engineer - R. W. Gillespie & Associates
- Traffic engineer - Gorrill-Palmer
- Cost estimator - Conestco
- Surveyor for road alignment - Colonial Surveying Company
- Building rendering - TBD

DELIVERABLES

- Letter report, including building systems narratives and LEED checklist for Silver;
- Rendered site plan of Police Station;
- Overall plan, Route 1 to Ridge Road;
- Building rendering/perspective (one is included, but multiple may be commissioned);
- Draft compensation plan (natural resources impacts);
- Preliminary geotechnical report;
- Opinion of total project cost.

SCHEDULE

We propose to begin this work immediately upon authorization to proceed. We anticipate being able to complete the tasks in four to eight to ten weeks from start of work, depending on the schedules of the key participants (Town, MDEP, MDOT and Federal regulators). If you authorize us to proceed by September 20th, we would be looking at a completion date of approximately mid-November to early December. If this schedule needs to be accelerated, we can discuss how to accomplish that.

COMPENSATION

As noted above, we propose to provide these services in two categories. The first is a lump sum fee for SMRT's portion of the work:

\$59,450

The second part includes the Consultants' fees:

▪ Wetlands scientist - Stantec.	\$20,000
▪ Geotechnical engineer - R. W. Gillespie & Associates.	\$9,200
▪ Traffic engineer - Gorrill-Palmer	\$4,025
▪ Cost estimator - Conestco	\$2,070
▪ Surveyor for road alignment - Colonial Surveying Company	\$2,295
▪ Building rendering - TBD (Cost shown is approximate)	<u>\$2,070</u>
▪ Subtotal Consultants	\$39,660

Project total (pending exact Stantec costs)

\$99,110

Reimbursable expenses will be billed as outlined on our Rate Schedule and in our Standard Terms and Conditions.

ADDITIONAL SERVICES

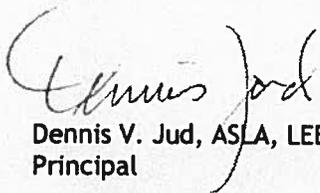
Additional services may be requested by the Owner and shall be based upon the attached SMRT Hourly Rate Schedule. These might include additional meetings with Town personnel and/or with the Board of Selectmen as may be appropriate. If additional services are required, we will discuss these with you and establish an understanding of the scope and associated additional fee before progressing.

TERMS AND CONDITIONS

If you are in agreement with this proposal, please sign both copies of the enclosed Authorization Statements and return one to our office.

Rob, thank you very much for the opportunity to continue providing professional services to the Town of York. We greatly appreciate it!

Sincerely,
SMRT



Dennis V. Jud, ASLA, LEED AP
Principal

144 Fore Street
P.O. Box 618
Portland, ME 04104
p 207.772.3846 f 207.772.1070 djud@smrtinc.com

cc. DRL, APT, SB, JLC, PSS, File 06122/01



SCHEDULE OF PROFESSIONAL HOURLY BILLING RATES
Effective January 1, 2010 through December 31, 2010

Senior Principal/Engineering Director	\$180
Principal	\$160
Project Manager	\$155
Senior Architect	\$155
Senior Engineer	\$135
Sr. Interior Designer	\$115
Sr. Landscape Architect	\$120
Architect	\$110
Engineer	\$110
Commissioning Agent	\$120
Landscape Architect	\$110
Architectural Intern/Landscape Arch Intern	\$ 95
EIT	\$ 95
Interior Designer	\$ 95
Senior Designer	\$ 95
Intern Interior Designer	\$ 80
Asst. Project Manager	\$ 80
Designer	\$ 80
Clerical	\$ 70
Senior Consultant/Regulatory Specialist	\$195
Reproductions	Cost plus 10%
Travel	\$0.50 per mile
Other Reimbursables	Cost plus 10%
Consultants	Cost plus 15%

SMRT reserves the right to adjust its billing rates annually.

SMRT Standard Terms and Conditions

ARTICLE 1 SMRT RESPONSIBILITIES

SMRT's services consist of those services performed by SMRT, SMRT's employees and SMRT's consultants as may be enumerated in attached scope of work descriptions and authorizations.

- 1.2 SMRT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, SMRT shall submit for the Owner's approval a schedule for the performance of SMRT's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by SMRT or the Owner.

ARTICLE 2 ADDITIONAL SERVICES

- 2.1 Services additional to attached scope of work descriptions shall be provided if authorized or confirmed in writing by the Owner and shall be paid for by the Owner as mutually agreed with SMRT.
- 2.2 Owner-directed revisions to the project that necessitate redesign, after the construction document phase design has commenced, shall be considered additional services.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall provide full information which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 3.2 If requested by SMRT, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 3.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by SMRT.
- 3.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by SMRT in order to avoid unreasonable delay in the orderly and sequential progress of SMRT's services.
- 3.5 Prompt written notice shall be given by the Owner to SMRT if the Owner becomes aware of any fault or defect in the Project.
- 3.6 The Owner hereby grants permission, or if the Owner is not the record owner of the property, has obtained permission for SMRT to enter upon subject premises to take necessary measurements or perform necessary tests.

ARTICLE 4 USE OF SMRT'S DOCUMENTS

- 4.1 Documents prepared by SMRT are instruments of service for use solely with respect to this project. SMRT shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of SMRT's documents except by mutual agreement in writing.
- 4.2 The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the project.

ARTICLE 5 MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation within 90 days of discovery unless the parties mutually agree otherwise.

- 5.2 The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 5.3 All claims, counter claims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement, or the breach thereof, if not settled by mediation, shall be resolved by litigation, unless otherwise agreed by the parties at that time.
- 5.4 All costs of the mediation shall be shared equally by both parties.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 In the event of termination, suspension or abandonment of the project, SMRT shall be equitably compensated for services performed. Failure of the Owner to make payments to SMRT in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SMRT to withhold design documents, suspend or terminate services. Either SMRT or the Owner may terminate this agreement after giving no less than seven day's written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall be governed by the law of the location of the project.
- 7.2 The Owner and SMRT, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 7.3 SMRT and SMRT's consultants shall have no responsibility of the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
- 7.4 The Owner and SMRT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and SMRT each shall require similar waivers from their contractors, consultants and agents.

ARTICLE 8 PAYMENTS TO SMRT

- 8.1 An initial payment may be required and described in an attachment to the agreement. This initial payment shall be credited to SMRT's final invoice.
- 8.2 Payments on account of SMRT's services, reimbursable expenses and additional services when authorized shall be made monthly upon presentation of SMRT's statement of services rendered or expenses incurred.
- 8.3 Payments are due and payable upon receipt of SMRT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum.

ARTICLE 9 OTHER CONDITIONS AND SERVICES

- 9.1 Purchase Orders, when duly executed by the Owner's authorized personnel, shall constitute for SMRT an acceptable notice to proceed with services. Terms and Conditions defined herein shall supersede those defined in any Purchase Order identified with SMRT services. The Purchase Order Number shall be used by SMRT as the Owner's project identification number.
- 9.2 In no event shall the total aggregate liability arising from professional acts, errors or omissions exceed the total fee for services rendered on the project.
- 9.3 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.

May 2011
Budget Referendum
— Building Bond —

May 21, 2011
Budget Referendum

The decision of the Board of Selectmen to use any of the above options shall adhere to the Board of Selectmen Procedural Policy for the Disposition of Foreclosed Property.

Board of Selectmen recommends approval (4-0). 2130
 YES
 NO 179

ARTICLE THIRTY-SIX

Shall the Town authorize the Town Treasurer to waive foreclosure of any tax lien during the 2011 and 2012 calendar years, said waiver requiring approval of the Board of Selectmen. The Board of Selectmen shall grant said approval only in circumstances where foreclosures would prove injurious to the Town of York, such as, but not limited to, the presence of hazardous waste upon the property, or the presence on the property of one or more substandard structure(s) for which the cost of removal or repair would exceed the value of the property?

Board of Selectmen recommends approval (4-0). 2134
 YES
 NO 179

ARTICLE THIRTY-SEVEN

Shall the Town vote to authorize the Board of Selectmen to dispose of the following unused town properties in a manner determined to serve the best interests of the town and to deposit any funds received from the disposition into the Town's fund balance?

Map-Lot	Location	Acreage
404-011	276 Bell Marsh Road	20.10
404-019	288 Bell Marsh Road	3.49
404-042	361 Bell Marsh Road	42.02
404-043	341 Bell Marsh Road	18.04
404-051	281 Bell Marsh Road	36.00
237-085	216 Clay Hill Road	5.74
225-184	12 County Road	0.50
151-092	6 Foresters Circuit	0.64
227-051	23 Greenleaf Parsons Road	1.58
130-225	27 Haskell Way	0.14
130-271	26 Juniper Road	0.33
130-348	11 Juniper Road	0.51
152-073	10 Lake Carolyn Way	0.42
239-005	302 Mountain Road	6.75
404-079	470 Mountain Road	0.51
132-271	23 Oceanside Avenue West	0.19
238-055	206 Ogunquit Road	1.38
406-003	270 Ogunquit Road	5.64
406-004	260 Ogunquit Road	5.62
406-025	250 Ogunquit Road	6.46
406-035	280 Ogunquit Road	5.81
406-037	290 Ogunquit Road	4.75
406-075	174 Ogunquit Road	18.26
151-083	1 Passaic Court	0.64
152-021	32 Pine Mountain Road	0.56
136-277	43 Railroad Ave Ext	0.14
136-297	41 Railroad Ave Ext	0.14
123-092	23 Ridge Road	0.58
123-097	47 Ridge Road	0.33
131-532	327 Ridge Road	0.15
221-059	86 Scituate Road	0.19
136-017	18 Surfere Road	0.23

136-019	11	Surfore Road	0.50
151-096	5	Sylvan Circuit	0.25
406-039	191	Tatnic Road	11.01
406-047	155	Tatnic Road	10.44
406-002	101	Third Hill Road	6.28
406-015	103	Third Hill Road	5.18
406-019	95	Third Hill Road	5.84
406-026	80	Third Hill Road	37.24
406-027	105	Third Hill Road	3.60
406-029	65	Third Hill Road	32.40
132-118	32	Trafton Street	0.46
121-081	571	Us Route 1	2.02
143-025	1216	Us Route 1	0.34
229-074	60	Vineyard Lane	8.92
229-080	66	Vineyard Lane	11.63
228-070	40	Walt Kuhn Road	5.00
229-081	70	Walt Kuhn Road	10.00

Statement of Fact: The Town owns property that is currently not in use and is not necessary for future town operations. The Selectmen would like to dispose of these properties and generate revenue that would be put back into the Town's fund balance. The Board of Selectmen would conduct a public hearing before any property is sold or otherwise disposed of.

Board of Selectmen recommends approval (4-0).

A YES vote authorizes the Board of Selectmen to dispose of properties in an appropriate manner.

A NO vote does not authorize the Board of Selectmen to dispose of these properties. 2106

YES
 NO 276

MUNICIPAL AND SCHOOL CAPITAL PLAN

ARTICLE THIRTY-EIGHT

Shall the Town (1) approve the design and construction of the proposed Public Safety Building (the "Project") (2) appropriate a sum not to exceed \$6,810,539 for the costs of this project; and (3) to fund this appropriation (a) re-appropriate up to \$350,000 of unused proceeds from the sale of the Town of York, Maine \$8,624,500 aggregate principal amount of 2010 General Obligation Bonds dated July 1, 2010 to fund a portion of the costs of this Project; and (b) authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$6,460,539 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen? This article appropriates \$145,362 from taxation which is the estimated first year cost of interest and financing.

Statement of Fact: This article would approve funding for the proposed Police Station building project. The Municipal Building Committee has worked with SMRT Architects to develop a project plan for a Police Station building that meets the size, design, and budget needs of the Town. Revisions have been made to the building program which have significantly reduced original project costs.

CONTINUE VOTING ON NEXT CARD



SPECIMEN BALLOT BUDGET REFERENDUM YORK, MAINE MAY 21, 2011

Card 5 of 5

Penalty for willfully defacing, tearing down, removing or destroying a List of Candidates or Specimen Ballot - fine not exceeding One Hundred Dollars.

TOWN CLERK

INSTRUCTIONS FOR VOTERS

A. To vote, completely fill in the OVAL to the RIGHT of your choice(s), like this: ●

FINANCIAL STATEMENT

Total Town Indebtedness:

A. Bonds outstanding and unpaid	\$ 22,322,866
B. Bonds authorized and un-issued	0
C. Bonds to be issued if the Article is approved	<u>6,460,539</u>
Total	\$ 28,783,405

Costs:

At an estimated interest rate of 4.50% for a twenty (20) year maturity, the estimated cost of the bond issue will be:

Principal	\$ 6,460,539
Interest	<u>3,197,967</u>
Total Debt Service	\$ 9,658,506

Total estimated project costs including debt service: \$ 9,658,506

Validity: The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

S/ Margaret M. McIntosh, Town Treasurer

Budget Committee recommends approval (6-0) 60% 58%
 Board of Selectmen recommends approval (4-0) 1438

+ 487

2389

YES
 NO

FINANCIAL STATEMENT

Total Town Indebtedness:

A. Bonds outstanding and unpaid	\$ 22,322,866
B. Bonds authorized and un-issued	0
C. Bonds to be issued if the Article is approved	<u>1,626,882</u>
Total	\$ 23,949,748

Costs:

At an estimated interest rate of 4.50% for a twenty (20) year maturity, the estimated cost of the bond issue will be:

Principal	\$ 1,626,882
Interest	<u>805,307</u>
Total Debt Service	\$ 2,432,189

Total estimated project costs including debt service: \$ 2,432,189

Validity: The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

S/ Margaret M. McIntosh, Town Treasurer

Budget Committee recommends approval (5-1) 58% 58%
 Board of Selectmen recommends (4-0) 1390

+ 380

2400

YES
 NO

ARTICLE THIRTY-NINE

Shall the Town (1) approve the design and construction of the proposed Route One/York Beach Connector Road (the "Project") (2) appropriate a sum not to exceed \$1,626,882 for the costs of this project; and (3) to fund this appropriation authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$1,626,882 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen? **This article appropriates \$36,605 from taxation which is the estimated first year cost of interest and financing.**

Statement of Fact: This article would approve funding for the proposed Route One/York Beach Connector Road. This would be a public road that connects Route One to Ridge Road and would provide for more efficient deployment of public safety and emergency vehicles throughout the town. Response times for both the police department and all other emergency services would improve in most areas of the town.

ARTICLE FORTY

Shall the Town (1) approve the purchase of a Heavy Plow Truck for the Department of Public Works (the "Project") (2) appropriate a sum not to exceed \$137,000 for the costs of this project; and (3) to fund this appropriation authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$137,000 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen? **This article appropriates \$3,083 from taxation which is the estimated first year cost of interest and financing.**

Statement of Fact: This is a scheduled replacement of a 2000 International 4900 Heavy Duty Plow Truck/Dump Truck used year-round by the Public Works Department.

TURN BALLOT OVER TO CONTINUE VOTING

May 2011
Budget Referendum
— Road Bond —

May 21, 2011
Budget Referendum



**SPECIMEN BALLOT
BUDGET REFERENDUM
YORK, MAINE
MAY 21, 2011**

Card 5 of 5

Penalty for willfully delaying, tearing down, removing or destroying a List of Candidates or Specimen Ballot - fine not exceeding One Hundred Dollars.

TOWN CLERK

INSTRUCTIONS FOR VOTERS

A. To vote, completely fill in the OVAL to the RIGHT of your choice(s), like this: ●

<p>FINANCIAL STATEMENT</p> <p><u>Total Town Indebtedness:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A. Bonds outstanding and unpaid</td> <td style="text-align: right;">\$ 22,322,866</td> </tr> <tr> <td>B. Bonds authorized and un-issued</td> <td style="text-align: right;">0</td> </tr> <tr> <td>C. Bonds to be issued if the Article is approved</td> <td style="text-align: right; border-bottom: 1px solid black;">6,460,539</td> </tr> <tr> <td style="padding-left: 20px;">Total</td> <td style="text-align: right;">\$ 28,783,405</td> </tr> </table> <p><u>Costs:</u></p> <p>At an estimated interest rate of 4.50% for a twenty (20) year maturity, the estimated cost of the bond issue will be:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Principal</td> <td style="text-align: right;">\$ 6,460,539</td> </tr> <tr> <td>Interest</td> <td style="text-align: right; border-bottom: 1px solid black;">3,197,967</td> </tr> <tr> <td style="padding-left: 20px;">Total Debt Service</td> <td style="text-align: right;">\$ 9,658,506</td> </tr> </table> <p>Total estimated project costs including debt service: \$ 9,658,506</p> <p>Validity: The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.</p> <p>S/ Margaret M. McIntosh, Town Treasurer</p> <p>Budget Committee recommends approval (6-0) 60% 58%</p> <p>Board of Selectmen recommends approval (4-0) 1438</p> <p style="margin-left: 100px;">+ 487</p> <p style="margin-left: 100px;">2389</p> <p style="margin-left: 100px;">YES <input type="checkbox"/></p> <p style="margin-left: 100px;">NO <input type="checkbox"/></p> <p style="margin-left: 100px;">951</p>	A. Bonds outstanding and unpaid	\$ 22,322,866	B. Bonds authorized and un-issued	0	C. Bonds to be issued if the Article is approved	6,460,539	Total	\$ 28,783,405	Principal	\$ 6,460,539	Interest	3,197,967	Total Debt Service	\$ 9,658,506	<p>FINANCIAL STATEMENT</p> <p><u>Total Town Indebtedness:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A. Bonds outstanding and unpaid</td> <td style="text-align: right;">\$ 22,322,866</td> </tr> <tr> <td>B. Bonds authorized and un-issued</td> <td style="text-align: right;">0</td> </tr> <tr> <td>C. Bonds to be issued if the Article is approved</td> <td style="text-align: right; border-bottom: 1px solid black;">1,626,882</td> </tr> <tr> <td style="padding-left: 20px;">Total</td> <td style="text-align: right;">\$ 23,949,748</td> </tr> </table> <p><u>Costs:</u></p> <p>At an estimated interest rate of 4.50% for a twenty (20) year maturity, the estimated cost of the bond issue will be:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Principal</td> <td style="text-align: right;">\$ 1,626,882</td> </tr> <tr> <td>Interest</td> <td style="text-align: right; border-bottom: 1px solid black;">805,307</td> </tr> <tr> <td style="padding-left: 20px;">Total Debt Service</td> <td style="text-align: right;">\$ 2,432,189</td> </tr> </table> <p>Total estimated project costs including debt service: \$ 2,432,189</p> <p>Validity: The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.</p> <p>S/ Margaret M. McIntosh, Town Treasurer 58% 1390</p> <p>Budget Committee recommends approval (5-1) 1390</p> <p>Board of Selectmen recommends (4-0) YES <input type="checkbox"/></p> <p style="margin-left: 100px;">+ 380 NO <input type="checkbox"/></p> <p style="margin-left: 100px;">2400 1010</p>	A. Bonds outstanding and unpaid	\$ 22,322,866	B. Bonds authorized and un-issued	0	C. Bonds to be issued if the Article is approved	1,626,882	Total	\$ 23,949,748	Principal	\$ 1,626,882	Interest	805,307	Total Debt Service	\$ 2,432,189
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