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 MEETING AGENDA
6:00/6:30/7:00PM MONDAY, AUGUST 10, 2015
YORK LIBRARY

6:00PM Executive Session: Pursuant to MRSA Title 1, Section 405.6.C – Real Estate

6:30PM Board and Committee Interviews

Call to Order

Opening Ceremonies

A. Minutes
1. April 7, 2015 Meeting Minutes
2. April 13, 2015 Meeting Minutes

B. Chairman's Report

C. Manager's Report

D. Awards
1. Bid Award: Public Works – Ten Wheel Plow Truck Chassis
2. Bid Award: Public Works – Ten Wheel Dump Body and Plow

E. Reports

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

G. Public Hearings
1. Main Street Project – Public Sewer and Road Reconstruction

H. Endorsements
Business Licenses:

- RJ Poulin Properties, LLC DBA: Sunrise Motel (Innkeeper) Located at 340 Long Sands Road
- 3rd Gen, LLC DBA: Woody's Brick Oven Pizza (Food Service, Liquor) Located at 11 Railroad Avenue

I. **Old Business**

1. Discussion: Urban Compact and Snow Plowing
2. Discussion and Possible Action: Wood Pellet Burner Repair or Replacement

J. **New Business**

1. Discussion and Possible Action: Request for Proposals for Wireless Communications on the Police Station/Senior Center Site
2. Discussion and Possible Action: Public Street Acceptance Policy – Consideration of Policy Change
3. Discussion: Road Paving List
4. Discussion and Possible Action: Selectmen's Policies – Details and Next Overview
5. Discussion and Possible Action: Abatement of Building Permit Application Fees
6. Discussion: Preview of November General Referenda
7. Special Event Permits
   a. Parks and Recreation's Flashmob
   b. York Soccer Club's Harvest Cup

K. **Future Agendas**

1. Building and Land in Capital Planning Workshop on August 19th

L. **Other Business**

M. **Citizens' Forum**

Adjourn

BOARD OF SELECTMEN'S
MEETING MINUTES
7:00PM TUESDAY, APRIL 7, 2015
YORK PUBLIC LIBRARY – WHEELER ROOM

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

Call to Order

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

A. Discussion

1. Discussion: Issues of Mutual Concern with York's Wild Kingdom

The Board had discussions with Mr. Barberi regarding the following topics:

1. Boundary Lines
2. Lease for the Parking Lot
3. Partnership for Route One entrance

B. Executive Session

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

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

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

C. Discussion and Possible Action

1. Discussion and Possible Action: Real Estate Matters

Moved by Mr. Macdonald, seconded by Mr. Speers to direct the Town Manager to investigate the real estate matter ahead of the Board. Vote 4-0, motion passes.

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Speers to adjourn the meeting at 8:10PM.

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager

BOARD OF SELECTMEN'S
MEETING MINUTES
6:00/7:00PM MONDAY, APRIL 13, 2015
YORK LIBRARY

6:00PM: Executive Session – Pursuant to MRSA Title 1, Section 405.6. C and E; Real Estate and Consultation with Town Attorney – Regarding the Long Sands Bathhouse Project, and Discussion of the Possible Acquisition of Real Estate.

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

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

Moved by Mr. Macdonald, seconded by Mr. Speers to exit out of Executive Session at 6:45PM. Without objection, so ordered.

7:00PM: Regular Meeting

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

Call to Order

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

Opening Ceremonies

A. Minutes

B. Chairman's Report

Chairman Mary Andrews said that she is happy to see that Spring is finally here!

C. Manager's Report

Town Manager Stephen H. Burns said that he received the latest numbers from Public Works Director, Dean Lessard and it looks like the Winter Budget is

surprisingly on track after the busy winter we have had. Also, the annual Tire Drop off Day is this Saturday, and folks should call the Department of Public Works for more information. Mr. Burns also announced that Village Fire Chief Christopher Balentine has bet the criteria with the MFCA to be a "Chief Fire Officer – Level 3", and congratulated him.

D. Awards

E. Reports

1. Mt. Agamenticus Park and Conservation 2014 Program Summary Report – Robin Kerr

Conservation Coordinator Robin Kerr gave the Board a report on the 2014 highlights of the Mount Agamenticus Park. There was continuous improvements of both trail conditions and trail information, as well as significant outreach and environmental education initiatives on the summit grounds and in program development.

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

Public Comment: None

G. Approval of Warrant #41

No Warrant available.

H. Public Hearings

1. Maynard Dock Application – 12 Barrell Lane Extension

Moved by Mr. Macdonald, seconded by Mr. Speers to open the Public Hearing. Without objection, so ordered.

Public Comment: Sandra Guay, Applicant Representative
Zachary Taylor, Applicant Representative
David Webber, Harbor Board Chair
Joe Hogan, Assistant Harbor Master
David Hutchinson, Harbor Master

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

2. Possible Sale of Town Owned Property – 6 Forester's Circuit

Moved by Mr. Macdonald, seconded by Mr. Speers to open the Public Hearing. Without objection, so ordered.

Public Comment: None

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

I. Endorsements

1. Business Licenses:
    a. Hong Ji, Inc. DBA: Bamboo Garden (Food Service, Liquor, Special Amusement)
    b. Robert N. Witham DBA: Bob's Beach Rental (Float Rentals)
    c. Barbara Sheff DBA: Candleshop Inn (Bed and Breakfast)
    d. Phyllis W. Fox DBA: Fox's Lobster House (Food Service, Liquor)
    e. Jeremy Prescott DBA: Kettle Boys Popcorn Co. (Food Service)
    f. Donald Seydler DBA: Long Sands General Store (Food Service)
    g. Nancy's Catering, Inc. DBA: Nancy's Catering (Food Service, Liquor, Special Amusement)
    h. Andrew Stone DBA: Oceanside Store (Food Service)
    i. Edward and Deborah Flanagan DBA: Rossi's Italian Bakery (Food Service)
    j. Stonewall Kitchen, LTD DBA: Stonewall Kitchen (Food Service, Liquor)
    k. Ray Ramsey DBA: Sun N' Surf (Food Service, Liquor, Special Amusement)
    l. Carolyn Brennan DBA: Village Scoop (Food Service)
    m. Susan Palmaris DBA: York House of Pizza (Food Service)
    n. Kenneth West DBA: The York River Landing (Food Service, Liquor)

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the following Business Licenses: Hong Ji, Inc. DBA: Bamboo Garden (Food Service, Liquor, Special Amusement), Robert N. Witham DBA: Bob's Beach Rental (Float Rentals), Barbara Sheff DBA: Candleshop Inn (Bed and Breakfast), Phyllis W. Fox DBA: Fox's Lobster House (Food Service, Liquor), Jeremy Prescott DBA: Kettle Boys Popcorn Co. (Food Service), Donald Seydler DBA: Long Sands General Store (Food Service), Nancy's Catering, Inc. DBA: Nancy's Catering (Food Service, Liquor, Special Amusement), Andrew Stone DBA: Oceanside Store (Food Service), Edward and Deborah Flanagan DBA: Rossi's Italian Bakery (Food Service), Stonewall Kitchen, LTD DBA: Stonewall Kitchen (Food Service, Liquor),

Ray Ramsey DBA: Sun N' Surf (Food Service, Liquor, Special Amusement), Carolyn Brennan DBA: Village Scoop (Food Service), Susan Palmaris DBA: York House of Pizza (Food Service), and Kenneth West DBA: The York River Landing (Food Service, Liquor) subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 4-0, motion passes.

J. Old Business

1. Discussion and Possible Action: Maynard Dock Application – 12 Barrell Lane Extension

Moved by Mr. Macdonald, seconded by Mr. Speers to deny the Dock Application for Steve and Pamela Maynard at 12 Barrell Lane Extension. Vote 4-0, motion passes.

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

After discussion amongst the Board and the Town Manager, is was decided that Mr. Burns would make some changes to the proposed policy and bring it back to the Board to review again before taking action on it.

3. Discussion and Possible Action: Accept Long Sands MPI Grant

Last April, the Town of York applied for and was granted a Municipal Partnership Initiative grant to improve Long Beach Avenue in conjunction with three voter approved capital projects.

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the Town Manager to sign the Long Beach Avenue Municipal Partnership Initiative Grant agreement and accept the funds from Maine DOT for the Long Sands Avenue improvements. Vote 4-0, motion passes.

4. Discussion and Possible Action: Pan Am Railroad's Restriction on the York Beach Fire Station Property

At two or more of the 2014 meetings of the Board of Selectmen it was suggested that the Town reach out to Pan Am Railroad (formerly Guilford Transportation, and B&M Railroad prior to that) to request release of the deed restriction on the York Beach Fire Station property. The deed restriction dates back to the original donation of land from the B&M Railroad, and states that the property may only be used for a fire station.

Moved by Mr. Macdonald, seconded to Mr. Speers to direct the Town Manager to offer $500 to Pan Am Railroad for the release of the deed restriction on the York Beach Fire Station property, to be paid from contingency if the offer is accepted. Vote 4-0, motion passes.

K. New Business

1. Discussion and Possible Action: Calling of the School Budget Meeting

Moved by Mr. Macdonald, seconded by Mr. Palmer to approve the warrant to call the Town of York School Budget Town Meeting on May 4, 2015 at the York High School Robert E. Butler Gymnasium at 6:00PM for the purpose of determining the article set forth in the warrant. Vote 4-0, motion passes.

2. Discussion: Mackey Skate Park Warming Hut Collapse

This winter the warming hut at Mackey Skate Park collapsed. The Town has received an insurance payment of about $25,600 for the loss of the building and will receive another $7,300 if the building is replaced in-kind. Locals Richard Bartlett, Charlie Pratt and Wayne Martin have volunteered their efforts in the past to build and maintain the old warming hut and engaged in conversation with the Board on possibilities of the re-build.

Moved by Mr. Macdonald, seconded by Mr. Palmer to turn over the insurance check in the amount of $25,575.32 for the collapse of the Mackey Skate Park Warming Hut, to the Mackey Skate Park founders and preservers. Vote 4-0, motion passes.

3. Discussion and Possible Action: Possible Sale of Town Owned Property – 6 Forester's Circuit

Moved by Mr. Macdonald, seconded by Mr. Speers to authorize the Town Manager to execute the necessary documents to submit a counter-offer for the sale of the property at 6 Forester's Circuit, for the price of $5,000, by means of a quitclaim deed, not a warranty deed, and with a restriction added to the deed that prevents future building construction and addresses the existing vernal pools on the lot. Vote 4-0, motion passes.

4. Discussion and Possible Action: Agreement with Maine Department of Transportation Regarding "Construction Over-limit Permit"

Dean Lessard, Director of Public Works explained that the Maine Department of Transportation advertised a Hot Mix Asphalt Overlay project with drainage improvements on US Route One here in York. According to 29-A, Section 2382 MRSA, the construction over-limit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the signing of the Maine DOT contactor construction over-limit agreement allowing a construction over-limit agreement allowing a construction over-limit permit to be issued to

the contractor to use overweight equipment and loads on municipal ways. Vote 4-0, motion passes.

5. Discussion and Possible Action: Authorize the Town Manager to Draft and Release a Request for Proposals for an Existing Conditions Survey and Inventory for the Police Station and Connector Road Sites

At their April 6th meeting the Police Station Building Committee unanimously passes a motion to request the Board of Selectmen hire a firm to complete an existing conditions inventory and survey of all the constructed site work for the road, police station site and the material stockpiles.

Moved by Mr. Macdonald, seconded by Mr. Speers to authorize the Town Manger to draft and release a Request for Proposals for an inventory and survey of existing conditions of the partially-constructed connector road and police station site, and the material stockpiles related to that construction. Vote 4-0, motion passes.

6. Discussion and Possible Action: 2015 Parking Agreement with York's Wild Kingdom

Moved by Mr. Macdonald, seconded by Mr. Speers to direct the Town Manager to sign the lease agreement with the York's Wild Kingdom for the parking lot located on Town property at 414 Ridge Road. Vote 4-0, motion passes.

7. Discussion: Polling Board about County Involvement in EB-5

After discussion amongst the Board Mr. Andrews stated that the Town Manager has unanimous decent from the Board in participating in this program.

8. Discussion and Possible Action: Energy Efficiency Steering Committee Resignation and Appointment

Moved by Mr. Macdonald, seconded by Mr. Speers to accept the resignation of Nan Graves as a Regular Member on the Energy Efficiency Steering Committee. Vote 4-0, motion passes.

Moved by Mr. Macdonald, seconded by Mr. Speers to appoint Rozanna Patane as a Regular Member to the Energy Efficiency Steering Committee, with a term expiring June 30, 2016. Vote 4-0, motion passes.

9. Discussion and Possible Action: Conclusion of the Town Manager's Probation Period

No action, as requested.

10. Special Event Permit Applications

a. The Greater York Region Chamber of Commerce's Salefest – October 10-12, 2015
b. The Greater York Region Chamber of Commerce's Harvestfest/Kidsfest – October 17, 2015
c. The York Harbor Reading Room's Annual July Independence Day Fireworks – July 4, 2015
d. Old York Garden Club's Annual Plant Sale – May 30, 2015

Moved by Mr. Macdonald, seconded by Mr. Speers to approve the following Special Event Permit Applications subject to all, if any, conditions given by Department Heads: The Greater York Region Chamber of Commerce's Salefest – October 10-12, 2015, The Greater York Region Chamber of Commerce's Harvestfest/Kidsfest – October 17, 2015, The York Harbor Reading Room's Annual July Independence Day Fireworks – July 4, 2015, and Old York Garden Club's Annual Plant Sale – May 30, 2015. Vote 4-0, motion passes.

11. Discussion and Possible Action: Appoint a Selectmen Representative Regarding the Davis Property

Moved by Mr. Palmer, seconded by Mr. Speers to appoint Torbert Macdonald as the selectmen Representative for the David Property. Without objection, so ordered.

L. Future Agendas

M. Other Business

N. Citizens' Forum

Adjourn

Moved by Mr. Macdonald, seconded by Mr. Speers to adjourn the meeting at 9:35PM. Without objection, so ordered.

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: DPW Heavy Wheeler Plow Truck Chassis Bid Award	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: DPW solicited bids from truck manufactures. The following bids were received:

1. Liberty International: $92,000
2. Portland North Truck Center : $93,300

RECOMMENDATION: DPW recommends that Liberty International be awarded the bid for the Heavy Plow Truck Chassis.

PROPOSED MOTION: I move to award the bid for the DPW heavy wheeler plow truck chassis to Liberty International in the amount of $92,000

FISCAL IMPACT: $92,000

DEPARTMENT LINE ITEM ACCOUNT: 253.0000.6002

BALANCE IN LINE ITEM IF APPROVED: $113,000

PREPARED BY: __Tim DePerrio_____ REVIEWED BY: _____

Town of York

186 York Street, York Maine

Plow Truck Chassis Bid

TO: Authorized New Truck Dealers
FROM: Dean Lessard, Public Works Director, Town of York, Maine
SUBJECT: Truck Chassis Bid
DATE: July 20, 2015

The Town of York is accepting proposals for the purchase of one (1) new 2016 model year, International Model 7600 10 wheel truck chassis. This truck will be outfitted with a 14' dump body, v-box spreader, front plow and side wing, and a 10' underbody scraper. All equipment shall be of new and standard production as offered to the public. It shall include all improvements in design as shown in the manufacturer's literature. Any standard equipment advertised as such in manufacturer's literature but not specifically mentioned in these specifications are to be included.

The Town of York will trade in one (1) 2001 2500 Series International Truck with a 13-15 yard capacity steel body, with a Cat C-12 motor with approximately 182,250 "as is", now being used. This unit may be viewed at the York Department of Public Works Garage, Chases Pond Road, York, Maine between 7:00AM and 4:30PM Monday through Thursday. The Town of York warrants that the price will stand as quoted for at least thirty (30) days after the bid opening.

All Proposals shall include one set of complete descriptive literature and specifications of the equipment on which the proposal is based. Any exceptions to or variations from the specifications heretofore listed must be explained in detail.
Price proposal must be on the attached bid price form and must include all handling, preparation, and freight charges. The Town of York reserves the right to waive any formalities and to accept or reject any proposal received in the best interest of the Town.

Delivery time may be a factor in determining the award, please state the anticipated delivery time with the bid. Proposals will be received until 1:30PM on Thursday July 30, 2015 at the Town of York, Town Managers Office, 186 York Street, York Maine 03909. All proposals will be opened and read aloud at that time by the Town Manager at the York Town Hall, 186 York Street, York Maine 03909. Sealed proposals should be clearly marked "**PROPOSAL FOR 10 WHEEL PLOW TRUCK CHASSIS".**

Any questions concerning the Truck Chassis specifications should be addressed to Timothy J. DePerrio, Department of Public Works Foreman or Matt Gray, Fleet Supervisor at 363-1010.

The Town of York does not pay sales tax.

Truck Specifications

1. **General Specifications**
   a. Truck shall be a 2016 International Model 7600 with a 66,000 Gross Vehicle Weight Rating. ..... Yes ☐. No ☐
   b. Chassis configuration shall be 6x4 ..... Yes ☐ No ☐
   c. Cab configuration shall be standard cab ..... Yes ☐ No ☐
   d. Cab to Axle measurement shall be 125.50 inches ..... Yes ☐ No ☐
   e. Wheelbase shall be 209 inches. ..... Yes ☐ No ☐
   Bidder comments _____

2. **Frames**
   a. Frame rails shall be single rail 10.866"x3.622"x.433"thick, rated 2,654,400 lb-in RBM ..... Yes ☐ No ☐
   b. Frame shall be clear behind cab on outside as to allow for snow wing/body installation..... Yes ☐ No ☐
   c. Frame crossmembers, fuel tank, battery boxes and suspension shall be fastened with huck spin fasteners..... Yes ☐ No ☐
   Bidder comments _____

3. **Front Axles And Suspension**
   a. Front axle shall be Meritor 20,000 pound capacity. ..... Yes ☐ No ☐
   b. Front suspension shall be 20,000 pound capacity ..... Yes ☐ No ☐
   c. Front shocks are required. ..... Yes ☐ No ☐
   d. Right Side auxiliary air bag is required. ..... Yes ☐ No ☐
   Bidder comments _____

Truck Specifications

4. Brakes

a. Dual airbrake system with ABS must be provided. ..... Yes ☐ No ☐
b. Front brakes shall be 16.5"X6.0". Rear brakes shall be 16.5"X7.0" with spring parking. ..... Yes ☐ No ☐
c. All air lines shall be provided with quality connect air line fittings and air tank drain valve. ..... Yes ☐ No ☐
d. Front and rear automatic slack adjusters shall be provided. ..... Yes ☐ No ☐
e. Front and rear brake dust shields shall be provided ..... Yes ☐ No ☐
f. Bendix Air Dryer with heater is required. Left rail back of cab ..... Yes ☐ No ☐
g. Trailer connections four-wheel with hand control valve and trailer protection. ..... Yes ☐ No ☐
h. Air brake hoses to rear of frame for trailer connection ..... Yes ☐ No ☐

Bidder comments .....

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5. Steering

a. Power steering dual steering gears shall be provided. ..... Yes ☐ No ☐
b. Multi position tilting and telescoping steering column with 18" diameter wheel shall be provided. ..... Yes ☐ No ☐
c. Steering wheel mounting controls shall include electric horn, engine speed controls, and air horn. ..... Yes ☐ No ☐

Bidder comments _____

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_____

6. Exhaust System

a. Exhaust configuration shall be horizontal muffler under cab and vertical tailpipe mounted right side. ..... Yes ☐ No ☐
b. Exhaust muffler and tailpipe must be mounted to the chassis frame (not the cab). ..... Yes ☐ No ☐

Bidder comments _____

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Truck Specifications

7. Electrical System

a. A 12-volt, 240 amp brushless alternator shall be provided. ..... Yes ☐ No ☐
b. Batteries shall provide 2775 (CCA) cold cranking amps. ..... Yes ☐ No ☐
c. Batteries shall be mounted left side behind cab ..... Yes ☐ No ☐
d. Battery cables with 36" of extra length ..... Yes ☐ No ☐
e. Electrical system shall utilize Manual Reset Circuit Breakers ..... Yes ☐ No ☐
f. Body builder wiring, back of cab left frame ..... Yes ☐ No ☐
g. Factory installed in cab switches with module mounted in cab for body integration shall be provided. ..... Yes ☐ No ☐
h. Windshield wiper system shall be cowl mounted, provide high/low speed settings with wash and intermittent feature with program to slow with parking brake set. ..... Yes ☐ No ☐
i. Back up alarm with 102 dBA shall be activated whenever the vehicle is in reverse gear. . ..... Yes ☐ No ☐
j. Battery jump start stud shall be provided. ..... Yes ☐ No ☐
k. Battery disconnect switch mounted driver's side interior cab ..... Yes ☐ No ☐
l. Toggle switch for work light ..... Yes ☐ No ☐
m. Auxiliary harness 3 feet for headlight and turn signals for plow application ..... Yes ☐ No ☐
n. 12v power point shall be provided ..... Yes ☐ No ☐
o. Two way radio wiring effects ..... Yes ☐ No ☐
p. 7 way electrical connection at rear of frame for trailer ..... Yes ☐ No ☐
q. Government and Municipal Silver Package ..... Yes ☐ No ☐
r. Shall provide pre trip light inspection, park brake alarm & head light alarm ..... Yes ☐ No ☐

Bidder comments _____

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_____

8. Front End

a. Hood shall be painted medium blue code #6800 with manufacturer's premium paint and a urethane clearcoat finish. ..... Yes ☐ No ☐
b. Hood shall be three-piece design allowing for independent repair of fender sections. ..... Yes ☐ No ☐
c. All daily fluid checks shall be located on the driver's side of the engine. ..... Yes ☐ No ☐
d. Crossover air intake system, which draws intake air from the driver side of the hood, shall be provided. ..... Yes ☐ No ☐
e. Front bumper shall be powder coated gray paint. ..... Yes ☐ No ☐
f. Hood hatches, which allow access to daily fluid checks and air cleaner, shall be provided. ..... Yes ☐ No ☐
g. Chrome grill shall be provided. . ..... Yes ☐ No ☐

Truck Specifications

h. Cowl tray lid shall be provided. . ..... Yes ☐ No ☐

Bidder comments _____

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9. Engine

a. Engine must be a Navistar N13 475 HP @ 1700 RPM, 1700lb-ft Torque @ 1000 RPM, 2100 RPM governed speed, including #2 Bell Housing. ..... Yes ☐ No ☐

b. Engine shall be equipped with an engine compression brake by Jacobs. ..... Yes ☐ No ☐

c. Engine shall be equipped with an single element air filter with integral snow valve and in-cab control. ..... Yes ☐ No ☐

d. Engine must be equipped with Extended Life Coolant. ..... Yes ☐ No ☐

e. Air intake heater shall be provided. ..... Yes ☐ No ☐

f. Engine block heater shall be provided. ..... Yes ☐ No ☐

g. Engine oil pan shall be powder coated. ..... Yes ☐ No ☐

h. Effects for front PTO must be provided. ..... Yes ☐ No ☐

i. Silicone radiator hoses ..... Yes ☐ No ☐

j. Horton Drivemaster fan ..... Yes ☐ No ☐

Bidder comments _____

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10. Transmission

a. Transmission shall be Allison 4500 RDS 6-speed automatic. ..... Yes ☐ No ☐

b. Shift control shall be push button type. ..... Yes ☐ No ☐

c. Transmission synthetic lube shall be provided. ..... Yes ☐ No ☐

d. Transmission module to be located inside cab. ..... Yes ☐ No ☐

Bidder comments _____

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_____

Truck Specifications

11. Rear Axle

a. Meritor RS-46-160 tandem rear axle shall be 46,000 pound capacity. ..... Yes ☐ No ☐
b. Driver controlled differential and power divider locking is required. ..... Yes ☐ No ☐
c. Axle suspension shall be tandem Hendrickson HMX-460-54 walking beam type 54". ..... Yes ☐ No ☐
d. Rear axle synthetic lube shall be used. ..... Yes ☐ No ☐
e. 6.14 Gear ratio required ..... Yes ☐ No ☐

Bidder comments _____

_____

12. Fuel Tank

a. Fuel tank shall provide 80 US gallon capacity and be mounted on left side under cab with step ..... Yes ☐ No ☐
b. Heated, engine mounted fuel filter shall be provided. ..... Yes ☐ No ☐
c. Fuel tank shall be non-polished aluminum ..... Yes ☐ No ☐

Bidder comments _____

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_____

13. Cab Exterior

a. Cab shall be painted medium blue code #6800 with manufacturer's premium paint and a urethane clear coat finish. ..... Yes ☐ No ☐
b. West coast style mirrors and separate convex mirror shall be cab mounted with breakaway feature ..... Yes ☐ No ☐
c. Mirror heads and C-loop shall be protected w/powder coated finish. ..... Yes ☐ No ☐
d. Cab steps shall be offset with non-slip grips and protected with powder coated paint. ..... Yes ☐ No ☐
e. Operable door vent pocket windows must be provided. ..... Yes ☐ No ☐
f. Air ride cab suspension system must be provided. ..... Yes ☐ No ☐
g. Cab floor pass-through for body builder wiring must be provided. ..... Yes ☐ No ☐
h. Keys shall all be alike with code ID Z-200 ..... Yes ☐ No ☐
i. Heated mirrors shall be provided. ..... Yes ☐ No ☐
j. Exterior Grab Handle shall be provided ..... Yes ☐ No ☐
k. Dual hood mounted heated mirrors shall be provided ..... Yes ☐ No ☐

Bidder comments _____

_____

Truck Specifications

14. Cab Interior

a. Cab storage shall include driver door map pocket and driver and passenger overhead storage bins with safety nets. ..... Yes ☐ No ☐
b. Cab interior shall be premium trim; Code 16WRZ ..... Yes ☐ No ☐
c. Cab interior shall be equipped with power windows and locks. ..... Yes ☐ No ☐
d. Driver and passenger side sun visors shall be provided. ..... Yes ☐ No ☐
e. Driver's seat shall be high back with integral headrests, air suspension, and air lumbar support ..... Yes ☐ No ☐
f. Passenger's seat shall be 1-man with storage compartment underneath ..... Yes ☐ No ☐
g. Cup holders shall be provided. ..... Yes ☐ No ☐
h. Integral arm rests in driver door and driver's seat and passenger door shall be provided. ..... Yes ☐ No ☐
i. Coat hook on rear cab wall shall be provided. ..... Yes ☐ No ☐
j. Gauge cluster shall include; odometer miles, trip miles, engine hours, fault code readout. ..... Yes ☐ No ☐
k. Gauge warning shall include; low fuel warning, low oil pressure warning, high engine coolant temperature and low battery voltage. ..... Yes ☐ No ☐
l. Gauges provided in gauge cluster shall include; speedometer, engine oil pressure, engine oil temperature, transmission oil temperature, fuel level, tachometer, and voltmeter. ..... Yes ☐ No ☐
m. Gauges must be programmable to provide audible alarm to driver if gauge alert condition is met. ..... Yes ☐ No ☐
n. Cab switches shall have back lighting for night visibility. ..... Yes ☐ No ☐
o. Radio with AM/FM , clock, BT, and weather band shall be provided. ..... Yes ☐ No ☐
p. Fresh air filter for cab shall be provided. ..... Yes ☐ No ☐
q. High output heater/air conditioner with protection system shall be provided ..... Yes ☐ No ☐
r. Electrical system shall utilize Manual Reset Circuit Breakers ..... Yes ☐ No ☐
s. Ergonomical dash to be provided. ..... Yes ☐ No ☐

Bidder comments _____

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Truck Specifications

15. Wheels and Tires

a. Front and rear wheels shall be steel, heavy duty .500" thick, 22.5 inch hub piloted disc type. ..... Yes ☐ No ☐
b. Wheel seals shall be oil lubricated..... Yes ☐ No ☐
c. Front Tires shall be Continental HSU2, 315/80R22.5 load range L or equivalent ..... Yes ☐ No ☐
d. Rear Tires shall be Continental HDR2, 12R22.5 load range H. or equivalent..... Yes ☐ No ☐
e. Nylon wheel guards shall be provided. ..... Yes ☐ No ☐
f. Gray Powder coated wheels shall be provided. ..... Yes ☐ No ☐

Bidder comments _____

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16. Warranty

g. Shall be 60 months towing ..... Yes ☐ No ☐
h. Shall be 72 months or 100,000 on miles engine and engine electronics including injectors ..... Yes ☐ No ☐
i. Shall be 60 months unlimited miles on transmission ..... Yes ☐ No ☐
j. Please include price for warranties separately ..... Yes ☐ No ☐

Bidder comments _____

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Town of York

186 York Street, York Maine

BID PRICE FORM
NEW TRUCK CHASSIS

BID SUBMISSION DATE: Thursday July 30, 2015
BID SUBMISSION DEADLINE: 1:30PM
BID OPENING DATE: Thursday July 30, 2015
BID OPENING TIME: Approximately 1:30PM
BID OPENING LOCATION: Town Hall, 186 York Street, York, Maine

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

A. Name of Company submitting proposal: Liberty International Trucks

Address: 132 Pierce Road Barrington, NH 03825

Telephone: 888-399-3309

B. Provide one (1) new current Model Truck Chassis as follows:

Manufacturer: International

Model Year/Number: 2016 7600 SFA 6x4

C. Summary of Total Costs to Town of York as Follows:

Total for one (1) New Model Truck Chassis: $116,300.00

Total Allowance for Trade-in: $ 25,000.00

Total Net Cost to Town: $ 91,300.00

Discounted government price with trade in (in words):

Ninety One Thousand Three Hundred Dollars

D. Approximate delivery Date: 90-120 Days

E. .Name of Company Representative Authorized to Submit Proposals:

Name: James Ramsay

Title: Municipal Sales

Date: 7/29/15

Signature: James Ramsay

Return sealed bids to: Town Manager's Office
Town of York
186 York Street
York, Maine 03909

Clearly Mark Envelope: "Proposal for 10 wheel Plow Truck Chassis"

Truck Specifications

1. **General Specifications**
   a. Truck shall be a 2016 International Model 7600 with a 66,000 Gross Vehicle Weight Rating. ..... Yes ☑ No ☐
   b. Chassis configuration shall be 6x4 ..... Yes ☑ No ☐
   c. Cab configuration shall be standard cab ..... Yes ☑ No ☐
   d. Cab to Axle measurement shall be 125.50 inches ..... Yes ☑ No ☐
   e. Wheelbase shall be 209 inches. ..... Yes ☑ No ☐
   Bidder comments _____

2. **Frames**
   a. Frame rails shall be single rail 10.866"x3.622"x.433"thick, rated 2,654,400 lb-in RBM ..... Yes ☑ No ☐
   b. Frame shall be clear behind cab on outside as to allow for snow wing/body installation. ..... Yes ☑ No ☐
   c. Frame crossmembers, fuel tank, battery boxes and suspension shall be fastened with huck spin fasteners. ..... Yes ☑ No ☐
   Bidder comments * Battery Box will be on frame behind cab with 36" extra cable so the Body company can move if needed.

3. **Front Axles And Suspension**
   a. Front axle shall be Meritor 20,000 pound capacity. ..... Yes ☑ No ☐
   b. Front suspension shall be 20,000 pound capacity ..... Yes ☑ No ☐
   c. Front shocks are required. ..... Yes ☑ No ☐
   d. Right Side auxiliary air bag is required. ..... Yes ☑ No ☐
   Bidder comments _____

Truck Specifications

4. **Brakes**
   a. Dual airbrake system with ABS must be provided. ..... Yes ☑ No ☐
   b. Front brakes shall be 16.5"X6.0". Rear brakes shall be 16.5"X7.0" with spring parking. ..... Yes ☑ No ☐
   c. All air lines shall be provided with quality connect air line fittings and air tank drain valve. ..... Yes ☑ No ☐
   d. Front and rear automatic slack adjusters shall be provided. ..... Yes ☑ No ☐
   e. Front and rear brake dust shields shall be provided ..... Yes ☑ No ☐
   f. Bendix Air Dryer with heater is required. Left rail back of cab ..... Yes ☑ No ☐
   g. Trailer connections four-wheel with hand control valve and trailer protection. ..... Yes ☑ No ☐
   h. Air brake hoses to rear of frame for trailer connection ..... Yes ☑ No ☐

   Bidder comments .....

5. **Steering**
   a. Power steering dual steering gears shall be provided. ..... Yes ☑ No ☐
   b. Multi position tilting and telescoping steering column with 18" diameter wheel shall be provided. ..... Yes ☑ No ☐
   c. Steering wheel mounting controls shall include electric horn, engine speed controls, and air horn. ..... Yes ☑ No ☐

   Bidder comments _____

6. **Exhaust System**
   a. Exhaust configuration shall be horizontal muffler under cab and vertical tailpipe mounted right side. ..... Yes ☑ No ☐
   b. Exhaust muffler and tailpipe must be mounted to the chassis frame (not the cab). ..... Yes ☑ No ☐

   Bidder comments _____

Truck Specifications

7. Electrical System

a. A 12-volt, 240 amp brushless alternator shall be provided. ..... Yes ☑ No ☐
b. Batteries shall provide 2775 (CCA) cold cranking amps. ..... Yes ☑ No ☐
c. Batteries shall be mounted left side behind cab ..... Yes ☑ No ☐
d. Battery cables with 36" of extra length ..... Yes ☑ No ☐
e. Electrical system shall utilize Manual Reset Circuit Breakers ..... Yes ☑ No ☐
f. Body builder wiring, back of cab left frame ..... Yes ☑ No ☐
g. Factory installed in cab switches with module mounted in cab for body integration shall be provided. ..... Yes ☑ No ☐
h. Windshield wiper system shall be cowl mounted, provide high/low speed settings with wash and intermittent feature with program to slow with parking brake set. ..... Yes ☑ No ☐
i. Back up alarm with 102 dBA shall be activated whenever the vehicle is in reverse gear. ..... Yes ☑ No ☐
j. Battery jump start stud shall be provided. ..... Yes ☑ No ☐
k. Battery disconnect switch mounted driver's side interior cab ..... Yes ☑ No ☐
l. Toggle switch for work light ..... Yes ☑ No ☐
m. Auxiliary harness 3 feet for headlight and turn signals for plow application ..... Yes ☑ No ☐
n. 12v power point shall be provided ..... Yes ☑ No ☐
o. Two way radio wiring effects ..... Yes ☑ No ☐
p. 7 way electrical connection at rear of frame for trailer ..... Yes ☑ No ☐
q. Government and Municipal Silver Package ..... Yes ☑ No ☐
r. Shall provide pre trip light inspection, park brake alarm & head light alarm ..... Yes ☑ No ☐

Bidder comments _____

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8. Front End

a. Hood shall be painted medium blue code #6800 with manufacturer's premium paint and a urethane clearcoat finish. ..... Yes ☑ No ☐
b. Hood shall be three-piece design allowing for independent repair of fender sections. ..... Yes ☑ No ☐
c. All daily fluid checks shall be located on the driver's side of the engine. ..... Yes ☑ No ☐
d. Crossover air intake system, which draws intake air from the driver side of the hood, shall be provided. ..... Yes ☑ No ☐
e. Front bumper shall be powder coated gray paint. ..... Yes ☑ No ☐
f. Hood hatches, which allow access to daily fluid checks and air cleaner, shall be provided. ..... Yes ☑ No ☐
g. Chrome grill shall be provided. . ..... Yes ☑ No ☐

Truck Specifications

h. Cowl tray lid shall be provided. . ..... Yes ☑ No ☐

Bidder comments _____

9. Engine

a. Engine must be a Navistar N13 475 HP @ 1700 RPM, 1700lb-ft Torque @ 1000 RPM, 2100 RPM governed speed, including #2 Bell Housing. ..... Yes ☑ No ☐

b. Engine shall be equipped with an engine compression brake by Jacobs. ..... Yes ☑ No ☐

c. Engine shall be equipped with an single element air filter with integral snow valve and in-cab control. ..... Yes ☑ No ☐

d. Engine must be equipped with Extended Life Coolant. ..... Yes ☑ No ☐

e. Air intake heater shall be provided. ..... Yes ☑ No ☐

f. Engine block heater shall be provided. ..... Yes ☑ No ☐

g. Engine oil pan shall be powder coated. ..... Yes ☑ No ☐

h. Effects for front PTO must be provided. ..... Yes ☑ No ☐

i. Silicone radiator hoses ..... Yes ☑ No ☐

j. Horton Drivemaster fan ..... Yes ☑ No ☐

Bidder comments g.) Oil Pan (Resistive Coating) Rust protected Code 12WPX

10. Transmission

a. Transmission shall be Allison 4500 RDS 6-speed automatic. ..... Yes ☑ No ☐

b. Shift control shall be push button type. ..... Yes ☑ No ☐

c. Transmission synthetic lube shall be provided. ..... Yes ☑ No ☐

d. Transmission module to be located inside cab. ..... Yes ☑ No ☐

Bidder comments _____

Truck Specifications

11. Rear Axle

a. Meritor RS-46-160 tandem rear axle shall be 46,000 pound capacity..... Yes ☑ No ☐
b. Driver controlled differential and power divider locking is required. Diff. in Rear Rear Axle only..... Yes ☑ No ☐
c. Axle suspension shall be tandem Hendrickson HMX-460-54 walking beam type 54"..... Yes ☑ No ☐
d. Rear axle synthetic lube shall be used. ..... Yes ☑ No ☐
e. 6.14 Gear ratio required ..... Yes ☑ No ☐

Bidder comments _____

12. Fuel Tank

a. Fuel tank shall provide 80 US gallon capacity and be mounted on left side under cab with step..... Yes ☑ No ☐
b. Heated, engine mounted fuel filter shall be provided..... Yes ☑ No ☐
c. Fuel tank shall be non-polished aluminum ..... Yes ☑ No ☐

Bidder comments _____

13. Cab Exterior

a. Cab shall be painted medium blue code #6800 with manufacturer's premium paint and a urethane clear coat finish. ..... Yes ☑ No ☐
b. West coast style mirrors and separate convex mirror shall be cab mounted with breakaway feature..... Yes ☑ No ☐
c. Mirror heads and C-loop shall be protected w/powder coated finish. ..... Yes ☑ No ☐
d. Cab steps shall be offset with non-slip grips and protected with powder coated paint. ..... Yes ☑ No ☐
e. Operable door vent pocket windows must be provided. ..... Yes ☑ No ☐
f. Air ride cab suspension system must be provided..... Yes ☑ No ☐
g. Cab floor pass-through for body builder wiring must be provided..... Yes ☑ No ☐
h. Keys shall all be alike with code ID Z-200 ..... Yes ☑ No ☐
i. Heated mirrors shall be provided. ..... Yes ☑ No ☐
j. Exterior Grab Handle shall be provided..... Yes ☑ No ☐
k. Dual hood mounted heated mirrors shall be provided..... Yes ☑ No ☐

Bidder comments _____

Truck Specifications

14. Cab Interior

a. Cab storage shall include driver door map pocket and driver and passenger overhead storage bins with safety nets..... Yes ☑ No ☐
b. Cab interior shall be premium trim; Code 16WRZ ..... Yes ☑ No ☐
c. Cab interior shall be equipped with power windows and locks. ..... Yes ☑ No ☐
d. Driver and passenger side sun visors shall be provided. ..... Yes ☑ No ☐
e. Driver's seat shall be high back with integral headrests, air suspension, and air lumbar support ..... Yes ☑ No ☐
f. Passenger's seat shall be 1-man with storage compartment underneath..... Yes ☑ No ☐
g. Cup holders shall be provided..... Yes ☑ No ☐
h. Integral arm rests in driver door and driver's seat and passenger door shall be provided..... Yes ☑ No ☐
i. Coat hook on rear cab wall shall be provided..... Yes ☑ No ☐
j. Gauge cluster shall include; odometer miles, trip miles, engine hours, fault code readout..... Yes ☑ No ☐
k. Gauge warning shall include; low fuel warning, low oil pressure warning, high engine coolant temperature and low battery voltage. ..... Yes ☑ No ☐
l. Gauges provided in gauge cluster shall include; speedometer, engine oil pressure, engine oil temperature, transmission oil temperature, fuel level, tachometer, and voltmeter..... Yes ☑ No ☐
m. Gauges must be programmable to provide audible alarm to driver if gauge alert condition is met..... Yes ☑ No ☐
n. Cab switches shall have back lighting for night visibility..... Yes ☑ No ☐
o. Radio with AM/FM , clock, BT, and weather band shall be provided. ..... Yes ☑ No ☐
p. Fresh air filter for cab shall be provided. ..... Yes ☑ No ☐
q. High output heater/air conditioner with protection system shall be provided ..... Yes ☑ No ☐
r. Electrical system shall utilize Manual Reset Circuit Breakers ..... Yes ☑ No ☐
s. Ergonomical dash to be provided..... Yes ☑ No ☐

Bidder comments _____

Truck Specifications

15. Wheels and Tires

a. Front and rear wheels shall be steel, heavy duty .500" thick, 22.5 inch hub piloted disc type. ..... Yes ☑ No ☐

b. Wheel seals shall be oil lubricated..... Yes ☑ No ☐

c. Front Tires shall be Continental HSU2, 315/80R22.5 load range L or equivalent) Goodyear 289WHA ... Yes ☐ No ☑

d. Rear Tires shall be Continental HDR2, 12R22.5 load range H. or equivalent) Continental HSC1 ..... Yes ☐ No ☑

e. Nylon wheel guards shall be provided. ..... Yes ☑ No ☐

f. Gray Powder coated wheels shall be provided. ..... Yes ☑ No ☐

Bidder comments _____

_____

_____

16. Warranty

g. Shall be 60 months towing..... $800.00 ... Yes ☑ No ☐

h. Shall be 72 months or 100,000 on miles engine and engine electronics including injectors $2,000.00 ... Yes ☑ No ☐

i. Shall be 60 months unlimited miles on transmission ..... $625.00 ... Yes ☑ No ☐

j. Please include price for warranties separately ..... Yes ☑ No ☐

Bidder comments _____

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_____

Town of York

186 York Street, York Maine

BID PRICE FORM
NEW TRUCK CHASSIS

BID SUBMISSION DATE: Thursday July 30, 2015
BID SUBMISSION DEADLINE: 1:30PM
BID OPENING DATE: Thursday July 30, 2015
BID OPENING TIME: Approximately 1:30PM
BID OPENING LOCATION: Town Hall, 186 York Street, York, Maine

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

A. Name of Company submitting proposal: PORTLAND NORTH TRUCK CENTER

Address: 110 GRAY RD. FALMOUTH, ME. 04105

Telephone: 207-797-8080

B. Provide one (1) new current Model Truck Chassis as follows:

Manufacturer: INTERNATIONAL

Model Year/Number: 2016 7600 SFA 6X4

C. Summary of Total Costs to Town of York as Follows:

Total for one (1) New Model Truck Chassis: $ 117,340.00

Total Allowance for Trade-in: $ 24,040.00

Total Net Cost to Town: $ 93,300.00

Discounted government price with trade in (in words):

NINETY THREE TOUSAND THREE HUNDRED AND NO/100

D. Approximate delivery Date: 90 DAYS FROM ORDER

E. .Name of Company Representative Authorized to Submit Proposals:

Name: RICHARD E. MORRISON

Title: SALES MANAGER

Date: 7-30-15

Signature: Richard E. Morrison

Return sealed bids to: Town Manager's Office
Town of York
186 York Street
York, Maine 03909

Clearly Mark Envelope: "Proposal for 10 wheel Plow Truck Chassis"

Truck Specifications

1. **General Specifications**
   a. Truck shall be a 2016 International Model 7600 with a 66,000 Gross Vehicle Weight Rating. ..... Yes ☒ No ☐
   b. Chassis configuration shall be 6x4 ..... Yes ☒ No ☐
   c. Cab configuration shall be standard cab ..... Yes ☒ No ☐
   d. Cab to Axle measurement shall be 125.50 inches ..... Yes ☒ No ☐
   e. Wheelbase shall be 209 inches. ..... Yes ☒ No ☐
   Bidder comments _____

2. **Frames**
   a. Frame rails shall be single rail 10.866"x3.622"x.433"thick, rated 2,654,400 lb-in RBM ..... Yes ☒ No ☐
   b. Frame shall be clear behind cab on outside as to allow for snow wing/body installation. ..... Yes ☐ No ☒
   c. Frame crossmembers, fuel tank, battery boxes and suspension shall be fastened with huck spin fasteners. ..... Yes ☒ No ☐
   Bidder comments BATTERY BOX BEHIND CAB

3. **Front Axles And Suspension**
   a. Front axle shall be Meritor 20,000 pound capacity. ..... Yes ☒ No ☐
   b. Front suspension shall be 20,000 pound capacity ..... Yes ☒ No ☐
   c. Front shocks are required. ..... Yes ☒ No ☐
   d. Right Side auxiliary air bag is required. ..... Yes ☒ No ☐
   Bidder comments _____

Truck Specifications

4. **Brakes**
   a. Dual airbrake system with ABS must be provided. ..... Yes ☒ No ☐
   b. Front brakes shall be 16.5"X6.0". Rear brakes shall be 16.5"X7.0" with spring parking. ..... Yes ☒ No ☐
   c. All air lines shall be provided with quality connect air line fittings and air tank drain valve. ..... Yes ☒ No ☐
   d. Front and rear automatic slack adjusters shall be provided. ..... Yes ☒ No ☐
   e. Front and rear brake dust shields shall be provided ..... Yes ☒ No ☐
   f. Bendix Air Dryer with heater is required. Left rail back of cab ..... Yes ☒ No ☐
   g. Trailer connections four-wheel with hand control valve and trailer protection ..... Yes ☒ No ☐
   h. Air brake hoses to rear of frame for trailer connection ..... Yes ☒ No ☐

   Bidder comments .....

5. **Steering**
   a. Power steering dual steering gears shall be provided. ..... Yes ☒ No ☐
   b. Multi position tilting and telescoping steering column with 18" diameter wheel shall be provided ..... Yes ☒ No ☐
   c. Steering wheel mounting controls shall include electric horn, engine speed controls, and air horn. ..... Yes ☒ No ☐

   Bidder comments _____

6. **Exhaust System**
   a. Exhaust configuration shall be horizontal muffler under cab and vertical tailpipe mounted right side. ..... Yes ☒ No ☐
   b. Exhaust muffler and tailpipe must be mounted to the chassis frame (not the cab). ..... Yes ☒ No ☐

   Bidder comments _____

Truck Specifications

7. Electrical System

a. A 12-volt, 240 amp brushless alternator shall be provided. ..... Yes ☒ No ☐
b. Batteries shall provide 2775 (CCA) cold cranking amps. ..... Yes ☒ No ☐
c. Batteries shall be mounted left side behind cab ..... Yes ☐ No ☒
d. Battery cables with 36" of extra length ..... Yes ☒ No ☐
e. Electrical system shall utilize Manual Reset Circuit Breakers ..... Yes ☒ No ☐
f. Body builder wiring, back of cab left frame ..... Yes ☒ No ☐
g. Factory installed in cab switches with module mounted in cab for body integration shall be provided. ..... Yes ☒ No ☐
h. Windshield wiper system shall be cowl mounted, provide high/low speed settings with wash and intermittent feature with program to slow with parking brake set. ..... Yes ☒ No ☐
i. Back up alarm with 102 dBA shall be activated whenever the vehicle is in reverse gear. ..... Yes ☒ No ☐
j. Battery jump start stud shall be provided. ..... Yes ☒ No ☐
k. Battery disconnect switch mounted driver's side interior cab ..... Yes ☒ No ☐
l. Toggle switch for work light ..... Yes ☒ No ☐
m. Auxiliary harness 3 feet for headlight and turn signals for plow application ..... Yes ☒ No ☐
n. 12v power point shall be provided ..... Yes ☒ No ☐
o. Two way radio wiring effects ..... Yes ☒ No ☐
p. 7 way electrical connection at rear of frame for trailer ..... Yes ☒ No ☐
q. Government and Municipal Silver Package ..... Yes ☒ No ☐
r. Shall provide pre trip light inspection, park brake alarm & head light alarm ..... Yes ☒ No ☐

Bidder comments (c) RIGHT SIDE

8. Front End

a. Hood shall be painted medium blue code #6800 with manufacturer's premium paint and a urethane clearcoat finish. ..... Yes ☒ No ☐
b. Hood shall be three-piece design allowing for independent repair of fender sections. ..... Yes ☒ No ☐
c. All daily fluid checks shall be located on the driver's side of the engine. ..... Yes ☒ No ☐
d. Crossover air intake system, which draws intake air from the driver side of the hood, shall be provided. ..... Yes ☒ No ☐
e. Front bumper shall be powder coated gray paint. ..... Yes ☒ No ☐
f. Hood hatches, which allow access to daily fluid checks and air cleaner, shall be provided. ..... Yes ☒ No ☐
g. Chrome grill shall be provided. . ..... Yes ☒ No ☐

Truck Specifications

h. Cowl tray lid shall be provided. . ..... Yes ☒ No ☐

Bidder comments _____

_____

_____

9. Engine

a. Engine must be a Navistar N13 475 HP @ 1700 RPM, 1700lb-ft Torque @ 1000 RPM, 2100 RPM governed speed, including #2 Bell Housing. ..... Yes ☒ No ☐

b. Engine shall be equipped with an engine compression brake by Jacobs. ..... Yes ☒ No ☐

c. Engine shall be equipped with an single element air filter with integral snow valve and in-cab control..... Yes ☒ No ☐

d. Engine must be equipped with Extended Life Coolant. ..... Yes ☒ No ☐

e. Air intake heater shall be provided. ..... Yes ☒ No ☐

f. Engine block heater shall be provided. ..... Yes ☒ No ☐

g. Engine oil pan shall be powder coated. ..... Yes ☒ No ☐

h. Effects for front PTO must be provided. ..... Yes ☒ No ☐

i. Silicone radiator hoses ..... Yes ☒ No ☐

j. Horton Drivemaster fan ..... Yes ☒ No ☐

Bidder comments _____

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10. Transmission

a. Transmission shall be Allison 4500 RDS 6-speed automatic..... Yes ☒ No ☐

b. Shift control shall be push button type. ..... Yes ☒ No ☐

c. Transmission synthetic lube shall be provided. ..... Yes ☒ No ☐

d. Transmission module to be located inside cab. ..... Yes ☒ No ☐

Bidder comments _____

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Truck Specifications

11. Rear Axle

a. Meritor RS-46-160 tandem rear axle shall be 46,000 pound capacity. ..... Yes ☒ No ☐
b. Driver controlled differential and power divider locking is required. ..... Yes ☒ No ☐
c. Axle suspension shall be tandem Hendrickson HMX-460-54 walking beam type 54". ..... Yes ☒ No ☐
d. Rear axle synthetic lube shall be used. ..... Yes ☒ No ☐
e. 6.14 Gear ratio required ..... Yes ☒ No ☐

Bidder comments _____

_____

12. Fuel Tank

a. Fuel tank shall provide 80 US gallon capacity and be mounted on left side under cab with step. ..... Yes ☒ No ☐
b. Heated, engine mounted fuel filter shall be provided. ..... Yes ☒ No ☐
c. Fuel tank shall be non-polished aluminum ..... Yes ☒ No ☐

Bidder comments _____

_____

_____

13. Cab Exterior

a. Cab shall be painted medium blue code #6800 with manufacturer's premium paint and a urethane clear coat finish. ..... Yes ☒ No ☐
b. West coast style mirrors and separate convex mirror shall be cab mounted with breakaway feature. ..... Yes ☒ No ☐
c. Mirror heads and C-loop shall be protected w/powder coated finish. ..... Yes ☒ No ☐
d. Cab steps shall be offset with non-slip grips and protected with powder coated paint. ..... Yes ☒ No ☐
e. Operable door vent pocket windows must be provided. ..... Yes ☒ No ☐
f. Air ride cab suspension system must be provided. ..... Yes ☒ No ☐
g. Cab floor pass-through for body builder wiring must be provided. ..... Yes ☒ No ☐
h. Keys shall all be alike with code ID Z-200 ..... Yes ☒ No ☐
i. Heated mirrors shall be provided. ..... Yes ☒ No ☐
j. Exterior Grab Handle shall be provided. ..... Yes ☒ No ☐
k. Dual hood mounted heated mirrors shall be provided. ..... Yes ☒ No ☐

Bidder comments _____

_____

Truck Specifications

14. Cab Interior

a. Cab storage shall include driver door map pocket and driver and passenger overhead storage bins with safety nets. ..... Yes ☒ No ☐
b. Cab interior shall be premium trim; Code 16WRZ ..... Yes ☒ No ☐
c. Cab interior shall be equipped with power windows and locks..... Yes ☒ No ☐
d. Driver and passenger side sun visors shall be provided. ..... Yes ☒ No ☐
e. Driver's seat shall be high back with integral headrests, air suspension, and air lumbar support ..... Yes ☒ No ☐
f. Passenger's seat shall be 1-man with storage compartment underneath ..... Yes ☒ No ☐
g. Cup holders shall be provided..... Yes ☒ No ☐
h. Integral arm rests in driver door and driver's seat and passenger door shall be provided..... Yes ☒ No ☐
i. Coat hook on rear cab wall shall be provided..... Yes ☒ No ☐
j. Gauge cluster shall include; odometer miles, trip miles, engine hours, fault code readout..... Yes ☒ No ☐
k. Gauge warning shall include; low fuel warning, low oil pressure warning, high engine coolant temperature and low battery voltage..... Yes ☒ No ☐
l. Gauges provided in gauge cluster shall include; speedometer, engine oil pressure, engine oil temperature, transmission oil temperature, fuel level, tachometer, and voltmeter. ..... Yes ☐ No ☒
m. Gauges must be programmable to provide audible alarm to driver if gauge alert condition is met..... Yes ☒ No ☐
n. Cab switches shall have back lighting for night visibility. ..... Yes ☒ No ☐
o. Radio with AM/FM , clock, BT, and weather band shall be provided. ..... Yes ☒ No ☐
p. Fresh air filter for cab shall be provided. ..... Yes ☒ No ☐
q. High output heater/air conditioner with protection system shall be provided ..... Yes ☒ No ☐
r. Electrical system shall utilize Manual Reset Circuit Breakers ..... Yes ☒ No ☐
s. Ergonomical dash to be provided..... Yes ☒ No ☐

Bidder comments (1) NO ENGINE OIL TEMPERATURE GAUGE

Truck Specifications

15. Wheels and Tires

a. Front and rear wheels shall be steel, heavy duty .500" thick, 22.5 inch hub piloted disc type. ..... Yes ☒ No ☐
b. Wheel seals shall be oil lubricated. ..... Yes ☒ No ☐
c. Front Tires shall be Continental HSU2, 315/80R22.5 load range L or equivalent ..... Yes ☒ No ☐
d. Rear Tires shall be Continental HDR2, 12R22.5 load range H. or equivalent ..... Yes ☒ No ☐
e. Nylon wheel guards shall be provided. ..... Yes ☒ No ☐
f. Gray Powder coated wheels shall be provided. ..... Yes ☒ No ☐

Bidder comments _____

16. Warranty ADD.

g. Shall be 60 months towing $560.00 ..... Yes ☐ No ☐
h. Shall be 72 months or 100,000 on miles engine and engine electronics including injectors $2000.00 ..... Yes ☐ No ☐
i. Shall be 60 months unlimited miles on transmission $771.00 ..... Yes ☐ No ☐
j. Please include price for warranties separately ..... Yes ☒ No ☐

Bidder comments ✓ GOODYEAR G-622 12R22.5 16PLY

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: DPW Truck Body/Snowplow Installation Bid Award	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: DPW solicited bids from two different equipment vendors. The following bids were received:

1. H.P. Fairfield: $88,800 Option #1 $2,013 #2 $946 #3 $2,750 #4 $2,132 Total: $96,641
2. Viking Cives: $89,525 Option #1 $2,275 #2 $800 #3 $4,600 #4 $2,400 Total: $99,600

RECOMMENDATION: DPW recommends that H.P. Fairfield be awarded the bid for the Dump Body/Snowplow installation with options on the new Public Works Wheeler Truck Chassis.

PROPOSED MOTION: I move to award the bid for the Dump Body/Snowplow Installation including options 1-4 to H.P. Fairfield LLC in the amount of $96,641.

FISCAL IMPACT: $96,641

DEPARTMENT LINE ITEM ACCOUNT: 253.0000.6002

BALANCE IN LINE ITEM IF APPROVED: $16,359

PREPARED BY: _Tim DePerrio_____ REVIEWED BY: _____

DUMP BODY/SNOW PLOW BID

TO: Authorized Equipment Dealers
FROM: Dean Lessard, Public Works Director, Town of York
SUBJECT: Dump Body and Snowplow Installation Bid Specifications
DATE: July 20, 2015

The Town of York is accepting proposals for the purchase of the following equipment to be installed on one (1) 2016 IH 7600 Tandem Axle Truck Chassis with 125.5" C/A to be provided by the Town.

Price proposals must be on the attached form and must include all handling, installation, preparation, freight and warranty charges. The Town reserves the right to waive any formalities and to accept or reject any proposal received in the best interest of the Town. Any exceptions to or variations from the specifications heretofore listed must be explained in detail on a separate sheet. The Town of York also warrants that the price will stand as quoted for at least thirty (30) days after the bid opening.

Proposals will be received until 1:30 P.M. on Thursday, July 30, 2015 at the Town Manager's Office, 186 York Street, York, Maine 03909. All proposals will be opened and read aloud at that time by the Town Manager at the York Town Hall, 186 York Street, York Maine 03909. Sealed proposals should be clearly marked **"PROPOSAL FOR DUMP BODY AND SNOW PLOW INSTALLATION".**

Any questions concerning these specifications should be addressed to Timothy DePerrio, Department of Public Works Foreman or Matt Gray, Fleet Supervisor at 363-1010.

The Town of York does not pay sales tax.

EQUIPMENT INSTALLATION SPECIFICATIONS

Body: 14' long x 42" sides x 54" tailgate. ¼" Hardox 450 floor and tailgate. 3/16" Hardox 450 front and side. Fully welded construction throughout. Front mount telescopic hoist. Solid tailgate no doors. Body to include all ICC lighting. Also to include 2 sets of 6" oval cutouts in rear of body per Town of York Spec. 1 set will have stop/turn lights.

Cab protector full width, mounted 3" over cab with full air pressure.

Fold up ladder on driver's side front.

Air operated tailgate latch. Tailgate control to be mounted right side of driver's seat in cab.

Front and rear mud flaps with anti-sail brackets.

Body up light.

In Cab Controls: To be mounted between driver's and passenger's seats per Town of York specs.

Plow: 11' one way reversible plow with trip edge design. Trailer type screw jack with support foot to be mounted on rear left side of plow.

Snow Plow Hitch: Custom tilt and detach hitch with power up and down plow lift cylinder. Step welded on driver's side of plow frame for ease of access to engine compartment. Angle hoses for plow shall be mounted to frame on the drivers side of plow lift piston. Halogen headlights/turn signals mounted on top of plow frame, staggered height extensions. Plow setup for Gledhill QCP hitch mounted at 14".

Wing: 12' wing with 11' cutting edge steel full trip with trip arms and block.

Wing Mount Rear Mast: Hi lift patrol wing assembly with approximately 24" of travel. The rear wing assembly shall be mounted so that the wing arms are perpendicular to the assembly. The assembly shall be mounted to the right frame and "tied" to the left frame. A differential relief valve shall be provided to protect the cylinder

Wing Mount Front Mast: The front mast shall provide approximately 24" of wing lift.

Wing Arms: Full trip stand off arms. Shall consist of one lower arm and one upper arm with attached lift cylinder and trip spring. Both upper and lower arms shall be equipped with a swivel to prevent damage to the arms when folding in tight to chassis.

Hydraulic System: Rexroth A10 Load Sense Pump with low oil shutdown and manual override. To be mounted with companion flanges for easy removal. Proportional load sense valve bank, in non-corrosive enclosure, to provide all hydraulic functions necessary for complete operation. Cirus Controls Multi Stix 320 Joystick controls with Armadillo Arm Mount. Cirus Spreadsmart RX touch with 10" color display and optional Wi-Fi data transfer, dual camera ready, closed loop spreader operation. All controls to be mounted in cab to Town's spec. Hydraulic tank, and upright valve enclosure to be mounted behind cap as part of wing structure. Spin on hydraulic filter to be included. All hydraulic lines including lines on body to be stainless steel except for whip ends.

Hydraulic Cylinders: Shall be of the highest quality and treated for best rust prevention.

V-Box Spreader: 13' long stainless steel v-box spreader with tip up spinner assembly. Polyurethane spinner disc. Tail gate locking bar to be included. Liquid Prewet System to include (2) 135 gallon poly tanks. Closed loop hydraulic pump integrated to the prewetting controller. Two spray nozzles mounted in an area as to spray liquid on the granular material before the spinner.

Under Body Scraper Blade: 10' long blade. Reversing blade.

Paint: All additions and components except stainless steel or aluminum components shall be cleaned, epoxy primed and then polyurethane top coated. Front plow hitch, patrol wing assembly, wing and arms shall be painted IH #6800 Deep Tartan Blue. Frame mounted components on rear half of truck shall be painted black except for the patrol wing tower itself. Body shall be painted silver.

Installation: It is the intention and requirement of these specifications to duplicate the existing configuration of a 2013 IH truck presently owned by the Town of York Public Works Department and available for viewing. The bidder is advised to become completely familiar and satisfied with this requirement.

Equipment must meet all State, Federal, and industry safety standards, as appropriate.

Warranty: Vendor/Manufacturer shall warrant the equipment furnished, including all accessories or accessory equipment against defects in workmanship or materials including labor for a period of one (1) year.

Options:

1. Load cover with electric direct drive motor, aluminum arms, power hoop asphalt rated. Switch to be mounted in cab left side of dash.

2. **Tow plate** with hitch mounted to Town of York specs.

3. **Spreader stand:** Heavy duty slide out storage leg stand kit installed. Heavy duty guide wheel mounted on the front of sander.

4**. Side opening:** option for tailgate.

TOWN OF YORK
BID PRICE FORM
DUMP BODY AND SNOW PLOW INSTALLATION BID SPECIFICATIONS

BID SUBMISSION DATE: Thursday July 30, 2015
BID SUBMISSION DEADLINE: 1:30PM
BID OPENING DATE: Thursday July 30, 2015
BID OPENING TIME: Approximately 1:30PM
BID OPENING LOCATION: York Town Hall

Proposer herby offers to provide the services and/or equipment described in the applicable specifications.

A. Name of Company submitting proposal: H.P. FAIRFIELD LLC

Address: 65 PLEASANT HILL RD.
SCARBOROUGH, ME 04074

Telephone :(207) 399-4501

B. Discounted Government price in words: EIGHTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS

Price in numerals: $ 88,800.00

C. Option 1:

Price in numerals: $ 2013.00

D. Option 2:

Price in numerals: $ 946.00

E. Option 3:

Price in numerals: $ 2750.00

F. Option 4:

Price in numerals: $ 2132.00

G. Proposer warrants that price will stand as quoted for at least 30 days after bid opening. YES

H. Approximate installation time: 45 DAYS FROM START DATE

I. Name of Company Representative authorized to submit proposals:

Name: TRAVIS BAKER

Title: MUNICIPAL EQUIPMENT SPECIALIST

Date: 7/30/15

Signature:

Return sealed bids to: Town Manager's Office
York Town Hall
186 York Street, York, Maine 03909

Clearly mark envelope: "PROPOSAL FOR DUMP BODY AND SNOW PLOW INSTALLATION"

H. P. FAIRFIELD, LLC

BID # 138947

HP FAIRFIELD LLC

"MUNICIPAL SPECIALISTS"

PHONE: 207-885-4895 FAX: 866-896-9559

http://www.hpfairfield.com

FROM:
Travis Baker
65 Pleasant Hill Road
Scarborough , ME 04074

QUOTED TO: Town Of York
186 York Street, P. O. Box 9
York , ME 03909-0009

ATTN: Dean Lessard

DATE: July 29, 2015

CUSTOMER PHONE: 207-363-1011

CUSTOMER FAX: 207-363-1012

COMMENTS: **SNOW PLOW, WING, SIDE DUMP, HYDRAULICS**

QTY	DESCRIPTION	PRICE	EXT. PRICE
1	HPF MODEL PS4-20 HI LIFT PATROL WING ASSEMBLY, TRIP ARMS CUSTOM TILT AND DETACH HITCH, GLED HILL QCP HITCH, REXROTH A10 LOAD SENSE PUMP, **CIRUS SPREAD SMART SYSTEM, ARMADILLO MOUNT. LOAD SENSE VALVES IN ENCLOSURE, ROAD WATCH, HYDRAULIC CALCIUM , CAMERA READY 10" SCREEN** AMERICAN MODEL MC960-RR85 ONE WAY REVERSIBLE TRIP EDGE PLOW WITH RUBBER FLAP , AND JACK AMERICAN MODEL 12 DRA FULL TRIP WING, PAINTED BLUE	$88,800.00	$88,800.00

EVEREST KBT HARDOX DUMP BODY(1/4" FLOOR & GATE, 3/16" SIDES & HEADBOARD), AIR GATE, 24" CABSHIELD, TELESCOPIC HOIST, BODY UP LIGHT
MUD FLAPS FRONT AND REAR WITH ANTISAIL ON FRONT FLAPS
SWENSON EV1001368SS 13' STAINLESS STEEL SANDER W/ LATCHBAR

CALCIUM SYSTEM WITH (2) 135 GAL. TANK
HALOGEN HEAD LIGHTS
INSTALLED AND PAINTED TO YOUR SPEC

STAINLESS STEEL LINES , INCLUDING BODY RETURN LINES

WAUSAU PB 10 UNDERBODY SCRAPER W/ POWER REVERSE, NITRATED CYLINDER RODS, CARBON STEEL CUTTING EDGES

OPTIONS: (ADD TO TOTAL)

1) LOAD COVER INSTALLED : $2013.00
2) TOW PLATE INSTALLED : $946.00
3) SPREADER STAND INSTALLED : $ 2750.00

4) SIDE OPENING FOR TAILGATE INSTALLED: $2132.00

12 MONTH WARRANTY ON PARTS AND LABOR
5 YEAR WARRANTY ON VALVES

SIGNED Travis Baker ACKNOWLEDGED

QUOTE TOTAL $88,800.00

Serving New England for over 60 Years

EQUIPMENT INSTALLATION SPECIFICATIONS

Body: 14' long x 42" sides x 54" tailgate. ¼" Hardox 450 floor and tailgate. 3/16" Hardox 450 front and side. Fully welded construction throughout. Front mount telescopic hoist. Solid tailgate no doors. Body to include all ICC lighting. Also to include 2 sets of 6" oval cutouts in rear of body per Town of York Spec. 1 set will have stop/turn lights.

Cab protector full width, mounted 3" over cab with full air pressure.

Fold up ladder on driver's side front.

Air operated tailgate latch. Tailgate control to be mounted right side of driver's seat in cab.

Front and rear mud flaps with anti-sail brackets.

Body up light.

In Cab Controls: To be mounted between driver's and passenger's seats per Town of York specs.

Plow: 11' one way reversible plow with trip edge design. Trailer type screw jack with support foot to be mounted on rear left side of plow.

Snow Plow Hitch: Custom tilt and detach hitch with power up and down plow lift cylinder. Step welded on driver's side of plow frame for ease of access to engine compartment. Angle hoses for plow shall be mounted to frame on the drivers side of plow lift piston. Halogen headlights/turn signals mounted on top of plow frame, staggered height extensions. Plow setup for Gledhill QCP hitch mounted at 14".

Wing: 12' wing with 11' cutting edge steel full trip with trip arms and block.

Wing Mount Rear Mast: Hi lift patrol wing assembly with approximately 24" of travel. The rear wing assembly shall be mounted so that the wing arms are perpendicular to the assembly. The assembly shall be mounted to the right frame and "tied" to the left frame. A differential relief valve shall be provided to protect the cylinder

Wing Mount Front Mast: The front mast shall provide approximately 24" of wing lift.

Wing Arms: Full trip stand off arms. Shall consist of one lower arm and one upper arm with attached lift cylinder and trip spring. Both upper and lower arms shall be equipped with a swivel to prevent damage to the arms when folding in tight to chassis.

Hydraulic System: Rexroth A10 Load Sense Pump with low oil shutdown and manual override. To be mounted with companion flanges for easy removal. Proportional load sense valve bank, in non-corrosive enclosure, to provide all hydraulic functions necessary for complete operation. Cirus Controls Multi Stix 320 Joystick controls with Armadillo Arm Mount. Cirus Spreadsmart RX touch with 10" color display and optional Wi-Fi data transfer, dual camera ready, closed loop spreader operation. All controls to be mounted in cab to Town's spec. Hydraulic tank, and upright valve enclosure to be mounted behind cap as part of wing structure. Spin on hydraulic filter to be included. All hydraulic lines including lines on body to be stainless steel except for whip ends.

Hydraulic Cylinders: Shall be of the highest quality and treated for best rust prevention.

V-Box Spreader: 13' long stainless steel v-box spreader with tip up spinner assembly. Polyurethane spinner disc. Tail gate locking bar to be included. Liquid Prewet System to include (2) 135 gallon poly tanks. Closed loop hydraulic pump integrated to the prewetting controller. Two spray nozzles mounted in an area as to spray liquid on the granular material before the spinner.

Under Body Scraper Blade: 10' long blade. Reversing blade.

Paint: All additions and components except stainless steel or aluminum components shall be cleaned, epoxy primed and then polyurethane top coated. Front plow hitch, patrol wing assembly, wing and arms shall be painted IH #6800 Deep Tartan Blue. Frame mounted components on rear half of truck shall be painted black except for the patrol wing tower itself. Body shall be painted silver.

Installation: It is the intention and requirement of these specifications to duplicate the existing configuration of a 2013 IH truck presently owned by the Town of York Public Works Department and available for viewing. The bidder is advised to become completely familiar and satisfied with this requirement.

Equipment must meet all State, Federal, and industry safety standards, as appropriate.

Warranty: Vendor/Manufacturer shall warrant the equipment furnished, including all accessories or accessory equipment against defects in workmanship or materials including labor for a period of one (1) year.

Options:

1. Load cover with electric direct drive motor, aluminum arms, power hoop asphalt rated. Switch to be mounted in cab left side of dash.

2. **Tow plate** with hitch mounted to Town of York specs.

3. **Spreader stand:** Heavy duty slide out storage leg stand kit installed. Heavy duty guide wheel mounted on the front of sander.

4. **Side opening:** option for tailgate.

TOWN OF YORK
BID PRICE FORM
DUMP BODY AND SNOW PLOW INSTALLATION BID SPECIFICATIONS

BID SUBMISSION DATE: Thursday July 30, 2015
BID SUBMISSION DEADLINE: 1:30PM
BID OPENING DATE: Thursday July 30, 2015
BID OPENING TIME: Approximately 1:30PM
BID OPENING LOCATION: York Town Hall

Proposer herby offers to provide the services and/or equipment described in the applicable specifications.

A. Name of Company submitting proposal: **Viking Cives**

Address: **2085 Lisbon Road**
Lewiston, Maine 04240

Telephone :(207) **624-1928**

B. Discounted Government price in words: **Eighty Nine Thousand Five Hundred and Twenty Five Dollars**

Price in numerals: **$89,525.00**

C. Option 1:

Price in numerals: **$2,275.00 Installed**

D. Option 2:

Price in numerals: **$800.00 Installed**

E. Option 3:

Price in numerals: **$4,600.00 Installed**

F. Option 4:

Price in numerals: **$1,380.00**

G. Proposer warrants that price will stand as quoted for at least 30 days after bid opening.

H. Approximate installation time: **90-120 Days**

I. Name of Company Representative authorized to submit proposals:

Name: **Timothy Ireland**

Title: **Regional Sales Manager**

Date: **7/29/2015**

Signature:

Return sealed bids to: Town Manager's Office
York Town Hall
186 York Street, York, Maine 03909

Clearly mark envelope: "PROPOSAL FOR DUMP BODY AND SNOW PLOW INSTALLATION"

Cives Corporation, dba
Viking Cives (USA)
2085 Lisbon Road
Lewiston, Maine 04240
Phone: (207) 624-1928
Fax: (207) 783-9700
tireland@vikingcives.com

QUOTATION

Quote ID: 193

2012 Factory/Shipper Catalog

Customer: Town of York
Contact: Tim Deperrio
Address:

Phone:
Fax:
Attn:

Quote Number: 193
Quote Date: 7/29/2015
Quote valid until: 9/12/2015
For:
Terms: Net 30 days
Salesperson: Tim Ireland
FOB: Lewiston, Maine

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Custom Hitch with mtg. bolts nuts and pins (P10)		
1	S10500F - Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)		
1	S10996 - Access Step		
1	S11010 - 4" x 10" DA Cylinder (cannot be used with Husting Hitches)		
1	S12700 - SAE "C" 2 bolt (constant running pump)		
1	S13010 - Push Center, 30-1/2"		
1	S14000 - Lift group - All plows except Metros with chain lift leveling device -not needed if using telescopic lift yoke		
1	QCP Hitch Assembly (Truck Half & Plow Half)		
1	S30600F - FH20 Hydraulic Assembly w/mtg. brk't (3 x 20 cyl.)		
1	S33300F - Full Trip Hinge (not to be used with trip edge wing)		
	Rear Mast Weldment - includes slides, cylinders, mounting brackets - no tank)		
1	S40547 Rear Mast H1059IP RH Assy. CSS		
	Reversible Plow, Heavy Duty Trip Edge 10 Degree		
1	S54060 - OW3153TE9 Moldboard Reversible, HD Trip Edge 10 degree (no shoes or blades)		
1	S54110 - Steel Blade, 12" punching -for 11' Moldboard & OW3153TE9		
1	S54230 - Twin Cylinder (cushion valve) Power Reverse Pushframe (PRR)		
1	S54260 - Brace Arm - for Straight and Flare Reversibles & OW3153TE9 (pair)		
1	S54310 - 30-1/2" pushlug swivel		
1	S54410 - Dead Sheave Leveling Device (stainless steel cable)		
1	S54500 - 10 Degree Moldboard Shoes (pair)		
1	S54510 - Curb Shoes (pair)		
1	S54620 - Rubber Deflector -12" wide - for 11' Moldboard		
1	S60040 - 144WHD RH WING WELDMENT - Standard RH Wing		
1	S60420 - Steel Blade 12" punching - for 144 Wing		
1	S61041F - Full Trip Hydraulic Arms (cushion spring lower)		
1	Beau Roc DH-14-42-54 Dump Body constructed of Hardox 450, ¼" Hardox Floor and Tailgate, 3/16" Sides and Front, Front Mounted Telescopic Hoist, Solid Tailgate, (2) Oval Cutouts in each rear Corner Posts, Cab Protector, Fold Up Ladder, Air Tailgate, Plow Lights, (1) Led Stop/Tail/Turn Lights installed in rear Corner Posts, Painted Silver.		
1	Downeast 13` Stainless Steel Sander with (2) 135 Gallon Calcium Tanks mounted on each side of Sander.		
1	Hydraulics To Include: A10 Rexroth Pump with Shut Off, Behind the Cab Hydraulic Tank, Hoses, Stainless Steel Lines where Feasible, Drive Shaft, Cirus MS320 Joy Stick Control with Armadillo Arm Mount, 10" Touch Screen Sander control, Road Watch, Drive By Transmitter, Cirus 5 Year Warranted Valve Assembly, Cirus Road Watch, Cirus Hydraulic Calcium Pump.		
1	Viking 10' Underbed Scraper with the Power Reverse Option.		
1	Labor To Install		
		Quote Total:	**$89,525.00**
		Discount:	
		Total Due:	**$89,525.00**

Cives Corporation, dba
Viking Cives (USA)
2085 Lisbon Road
Lewiston, Maine 04240
Phone: (207) 624-1928
Fax: (207) 783-9700
tireland@vikingcives.com

QUOTATION

Quote ID: 193

2012 Factory/Shipper Catalog

The following options may be added:

QUANTITY	DESCRIPTION		PRICE EACH	AMOUNT
1	Donovan Electric Cover with Asphalt Cover Installed	ADD:	$2,275.00	**$2,275.00**
1	Pintle Plate with Hook and D-Rings Installed	ADD:	$800.00	**$800.00**
1	Tarco Leg Stand For Sander Installed	ADD:	$4,600.00	**$4,600.00**
1	Side Opening/Barn Door in Lieu of Above	ADD:	$1,380.00	**$1,380.00**
1	Sander Screens	ADD:	$415.00	**$415.00**
1	Tarco 13' Stainless Steel Sander in Lieu of Above:	ADD:	$2,400.00	**$2,400.00**

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are mode to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

EQUIPMENT INSTALLATION SPECIFICATIONS

Body: 14' long x 42" sides x 54" tailgate. ¼" Hardox 450 floor and tailgate. 3/16" Hardox 450 front and side. Fully welded construction throughout. Front mount telescopic hoist. Solid tailgate no doors. Body to include all ICC lighting. Also to include 2 sets of 6" oval cutouts in rear of body per Town of York Spec. 1 set will have stop/turn lights.

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Options:

1. Load cover with electric direct drive motor, aluminum arms, power hoop asphalt rated. Switch to be mounted in cab left side of dash.

2. **Tow plate** with hitch mounted to Town of York specs.

3. **Spreader stand:** Heavy duty slide out storage leg stand kit installed. Heavy duty guide wheel mounted on the front of sander.

4. **Side opening:** option for tailgate.

Notice of Public Hearing

Main Street
Public Sewer and Road Reconstruction Project

York Board of Selectmen
Monday, August 10, 2015
7:00 PM
York Public Library

The York Board of Selectmen, in conjunction with the York Sewer District, will conduct a Public Hearing regarding proposed installation of a public sewer line and subsequent reconstruction of Main Street in York Beach. Tim Haskell, Superintendent of the York Sewer District, and Dean Lessard, Public Works Director, will present information at this public hearing and will be available to answer questions at the hearing or afterwards.

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Business License Applications	

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

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:

- *RJ Poulin Properties, LLC DBA: Sunrise Motel (Innkeeper) Located at 340 Long Sands Road*
- *3rd Gen, LLC DBA: Woody's Brick Oven Pizza (Food Service, Liquor) Located at 11 Railroad Avenue*

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

PREPARED BY: _____ REVIEWED BY: _____

Melissa M. Avery, Assistant to the Town Manager

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Sunrise Motel, ~~Beach~~ 340 LongSands

Street Address: PO Box 1044, York Harbor ME 03911 ~~277 Long Beach~~

Business Owner: RJ Poulin Properties, LLC

Business Manager: Tisha Cullen

Mailing Address: PO Box 1044, York Harbor ME 03911

Mailing Address: PO Box 938 York Beach ME 03910

Phone Number: 363-4542

Phone Number: 363-4400

E-mail Address:

E-mail Address: tisha@lemone.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

☐ Bed and Breakfast License (C/F)
☑ Innkeeper License (C/F)
Number of Rooms: 25

Food and Beverage:

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

Entertainment:

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

Miscellaneous:

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

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

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0038 - 0046
Application and First License ($60)	60.—	Processed By: mmavery
Subsequent Licenses ($30 each)	—	Received Date: 7/20/2015
New License Fee ($50)	50.—	Amount Received: $ 110.00
License Amendment ($25)	—	Check # 636 or Cash ☐
Other: _____	—	LICENSE #: _____ - _____
TOTAL DUE	$ 110.—	

Department Approvals		Date of Approval	Special Conditions (Attached if Necessary)
Code Enforcement	__ N/A	7/30/2015 K. Newell	YES NO
Fire	__ N/A	7/20/2015 D. Apgar	YES NO
Police	X N/A		YES NO
Tax Collector	__ N/A	7/20/2015 M. Szeniawski	YES NO
Board of Selectmen	_____ *Town Manager for the Board of Selectmen*	_____ *Date*	**YES NO**

THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: 3RD GEN, LLC DBA WOODY'S BRICK OVEN PIZZA

Street Address: 11 RAILROAD AVE YORK BEACH ME 03910

Business Owner: JENNIFER WOODS

Business Manager: _____

Mailing Address: 11 RAILROAD AVE YORK ME 03909

Mailing Address: _____

Phone Number: 207 363 0060

Phone Number: _____

E-mail Address: JEN@WFI.BZ

E-mail Address: _____

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

☐ Bed and Breakfast License (C/F)
☐ Innkeeper License (C/F)
Number of Rooms: ____

Entertainment:

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

Food and Beverage:

☒ Food Service License (C/F)
☒ Liquor License (F/P)
☐ Bottle Club License (F/P)
Number of Seats: ~~70~~ 50

Miscellaneous:

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

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

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	117-4531		
Expiration Date(s):			
Classification(s):	SEWER CERTIFICATE		

Please read the following and sign to complete your application:

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

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

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

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

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

FOR OFFICE USE ONLY

FEES	Amount	Map – Lot: 0023 - 0004
Application and First License ($60)	60.	Processed By: mmawery
Subsequent Licenses ($30 each)	30.	Received Date: 7/16/2015
New License Fee ($50)	50.	Amount Received: $ 140.—
License Amendment ($25)	—	Check # 6607 or Cash ☐
Other: _____		
TOTAL DUE	$ 140.—	**LICENSE #:** _____ - _____

Department Approvals		Date of Approval	Special Conditions *(Attached if Necessary)*
Code Enforcement	__ N/A	8/6/2015 A. Harrison	YES NO
Fire	__ N/A	7/28/2015 D. Bridges	YES NO
Police	__ N/A	7/24/2015 O. Davis	YES NO
Tax Collector	__ N/A	7/20/2015 M. Szeniawski	YES NO
Board of Selectmen	_____ *Town Manager for the Board of Selectmen*	_____ *Date*	**YES NO**

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Urban Compact	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board discussed this issue at the meeting of June 8th, and a copy of my prior write-up and recommendation is attached. Also attached is a Request for Action form completed by Dean Lessard, with supplemental materials.

I have spoken with Mary Costigan and this is an interesting proposition. An appeal by the Town would not be a clear-cut winner or loser, and this sort of 80-C appeal of an urban compact boundary change has never been done before so this is uncharted territory. There is also a timing issue – it would take about 6 months to get a decision by the court, so we'd be in the lurch right up into the winter season. She indicated that we could request a stay, but would only get that if we can show a reasonable likelihood of a successful appeal.

I remain convinced that the State can stay ahead of us by creating administrative rules that will favor their position, so even if we win today we could lose again tomorrow. Further, I think there is great value in maintaining a positive relationship with MDOT. I have reached out to MDOT Commissioner Dave Bernhart and he has agreed that he is completely willing to work to help us with our short term problem, at the very least between now and the time it takes to get our larger plow truck, and he is also willing to work with us if we are interested in purchasing their maintenance facility on Route One. I worry that a decision to appeal would jeopardize these options in the near term, thereby putting the Town is a less desirable position moving forward.

RECOMMENDATION: Two recommended actions:
1. Vote to accept MDOT's change to the Urban Compact Boundary
2. Vote to award the bids for the plow truck and accessories.

PROPOSED MOTION: Two actions – in stages:
1. I move to accept MDOT's change to the Urban Compact Boundary.
2. If the motion above is passed, then proceed to the two bid awards relating to the plow truck.

FISCAL IMPACT: In the FY16 operating budget we have provided a supplemental contingency line of $180,000 in the event we are given additional Route One mileage. In the Capital Budget we also provided for additional funds to purchase a larger plow truck for this same contingency. Copies of the relevant articles are attached.
DEPARTMENT LINE ITEM ACCOUNT: n.a.
BALANCE IN LINE ITEM IF APPROVED: n.a.

PREPARED BY: Stephen H. Burns, Town Manager _____

THIRTY-TWO: Shall the Town authorize the use of up **to $180,000 from the Town's fund balance for a second Supplemental Contingency Account to help pay for maintenance of roads if Route One maintenance is transferred from the State to the Town**, and furthermore, shall the Board of Selectmen adopt this line item of the Town Budget, as proposed by the Budget Committee?

Statement of Fact: If approved by voters, up to $180,000 from Town's fund balance will be available by majority vote of the Board of Selectmen to be used only if the State transfers to the Town maintenance responsibilities for the section of US Route One from approximately Mr. Mike's convenience store, north to the intersection of Cape Neddick Road. If used, these funds would supplement General Highway Maintenance and Winter Maintenance operating budgets.

If the State retained maintenance responsibilities for this portion of Route One, none of this money would be spent.

Budget Committee recommends approval (6-0).
Board of Selectmen recommends approval (4-0).

A **YES** vote authorizes an expenditure of **$180,000**.

A **NO** vote authorizes the appropriation of **$0**.

YES 2,224 NO 906

FORTY-TWO: Shall the Town (1) approve the purchase of a Heavy Duty Plow Truck for use by the Public Works Department; (2) appropriate a sum not to exceed $205,000 for the cost of this project; and (3) hereby ordain 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 $205,000 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), places(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? **The first payment of principle and interest, estimated to be $47,150, will occur in 2017.**

Statement of Fact: This article would approve the purchase a heavy duty wheeler plow truck (duel rear axle - 10 tire) for the Department of Public Works, to be used should the Town be required to take over a section of Route One plowing previously maintained by Maine DOT. This would replace a 2005 Heavy Duty Plow Truck (single rear axle - 6 tire). Per vote of the Board of Selectmen, in the event Maine DOT does not transfer maintenance of the section of Route One in question a yes vote would authorize spending of $157,000 for a single axle - 6 tire plow truck).

FINANCIAL STATEMENT

Total Town Indebtedness:			
A. Bonds outstanding and unpaid	$28,502,021		
B. Bonds authorized and un-issued	0		
C. Bonds to be issued if the Article is approved	205,000	Total	$28,707,021

Costs:
At an estimated interest rate of 3% for a five (5) year maturity, the estimated cost of the bond issue will be:

Principal	$205,000
Interest	18,450
Total Debt Service	$223,450

Total estimated project costs including debt service: $223,450

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 (7-0).
Board of Selectmen recommends approval (4-0).

YES 2,252 NO 875

From the meeting of June 8th

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: June 5, 2015	☐ ACTION
DATE ACTION REQUESTED: June 5, 2015	☒ DISCUSSION ONLY
SUBJECT: Urban Compact	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: We have reached the end of our efforts to fend off the urban compact designation of Route One between York Corner and Cape Neddick Village. We made a sound technical argument to MDOT staff and they rejected it. Senator Hill submitted a bill intended to stop the designation, but that was rejected. I inquired with MMA Legal about any sort of appeal of a decision of the MDOT Commissioner and found there is no option for an administrative appeal (e-mail attached). The only possible means of fighting this now is to take the State of Maine to court.

I have spoken with several other managers and they told me it's simple – MDOT doesn't have enough money to take care of all the roads for which they are responsible. Each community with urban compact invariably chooses to spend their own money on the State's roads because residents demand decent quality infrastructure and they aren't willing to wait for MDOT to get to the needed repairs. Look at our work on York Street, and pending work on Main Street as examples of us taking on work that really should fall to the State.

If we choose to go the legal route, it seems to me that we will be unlikely to succeed in the long run because MDOT always has the option of amending their rules and procedures to get out in front of us. As a result of Senator Hill's bill, MDOT did agree to enact administrative rules about the process for altering urban compact boundaries, and that should be happening in the near future. There will soon be a more standardized process in place. I think that's as good as we're going to get. We have the capital funds approved for the heavy-duty plow truck (perhaps the first of two, though I'm not yet sure), and we have a plan in place to cover outsourcing of some of the Town's winter maintenance.

If the Board would like to continue to work on this issue then a motion would be in order. I believe it would be best to let it be so I have not recommended any action on this matter.

RECOMMENDATION: no action recommended.

PROPOSED MOTION: n.a.

PREPARED BY: _____ REVIEWED BY: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☐ ACTION
DATE ACTION REQUESTED: August 10, 2015	☒ DISCUSSION ONLY
SUBJECT: Town's acceptance and appeal options associated with Maine DOT's proposed change to the Urban Compact Boundary.	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

BACKGROUND:

The Maine Department of Transportation is planning to change the boundary of the Urban Compact. The Urban Compact area is the area of higher building density alongside State Roadways. Compact town's which include York are responsible for most of the summer and winter maintenance on State Roads in these areas. The proposed change would mean that the Town of York would be required to take over maintenance responsibilities for US Route 1 from the Intersection of Mountain Road in Cape Neddick south to the Town line with Kittery. I have included with this form the State of Maine Compact Statute and other compact information for your review and information.

The Town currently maintains 272 ~~lines~~ lane miles of Town Roads and State Roads in the Urban Compact area. We also provide for winter maintenance of the four School parking lots, Library, Town Doc1 & 2, both Fire Stations, Police Station & Senior Center, Town Hall, Beach Ball field, Parking lot across the street from the Beach Fire Station and a Portion of Short Sands Parking lot. Under normal circumstances this workload is broken up into 18 plow routes staffed by 12 DPW employees, 3 Parks and Rec employees and 1 contractor. The length of the plow routes is a function of vehicle size (salt capacity) and roadway width. The plow route that are completed with pick-up trucks range from 2 to 5 miles in length. The plow that are completed by our heavy duty plow truck range from 9 to 12 miles in length. I have included with this form DPW existing plow routes for your review and information.

The total cost for the maintenance of Town roads is equal to the sum of four of the DPW's budget categories (Tree care, General Highway, Winter Highway & Contracted services). This amount was $4,973,293 in FY2016. If we divide this cost by the number of lane miles the Town maintains (272) we come up a cost/lane mile of $18,284. I have included with this form a table that compares this cost with other Towns that would be comparable to the Town of York for your review and information.

THE ACCEPTANCE/APPEAL OPTIONS:

Steve Burns has asked me to discuss the Acceptance and Appeal options available to the Town at this time.

OPTION 1 – Accept the changes to the compact area proposed by MDOT. Award the new Heavy Duty Wheeler Plow truck tonight with an expected delivery date of February 2016. Request that Maine DOT maintain RTE 1 until DPW takes delivery of the New Plow Truck. DPW proposes to use private contractors for the winter maintenance of the school parking lots and snow clean-up of York Village and Short Sands village areas. This

proposed plan would free up personnel and equipment that would be reassigned to Route 1. DPW would also hire two additional seasonal employees to cover existing pick up routes to free up personnel and equipment that would be reassigned to Route 1.

OPTION 2 – Appeal the changes to the compact area proposed by MDOT with the help of the Town attorney. Request that Maine DOT's proposed changes be stayed until a decision on the appeal is rendered.

Agenda History:
- On March 4, 2014 DPW met with Representatives from Maine DOT.
- On November 3, 2014 DPW met with Representatives from Maine DOT.
- On November 17, 2014 Steve Burns & Dean Lessard discussed the issue with Board of Selectmen.
- On January 26, 2015 Dean Lessard presented 3 options for the maintenance of US Route 1 to the Board of Selectmen.
- On February 9, 2015 Dean Lessard discussed revised plan for the maintenance of US Route 1 with the Board of Selectmen.

RECOMMENDATION: See discussion above and attached back up information.

PROPOSED MOTION: To be determined

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____ REVIEWED BY: _____

Unit	Driver	Radio	Miles	ROAD NAME
44	R.AVERY	P-6	0.08	DUCK LANE
44	R.AVERY	P-6	0.31	FLINTROCK DR
44	R.AVERY	P-6	0.23	GREENACRE DRIVE
44	R.AVERY	P-6	0.18	HARBOUR HILL RD
44	R.AVERY	P-6	0.55	MALLARD DR
44	R.AVERY	P-6	0.5	MIDDLE SCHOOL
44	R.AVERY	P-6	0.15	OLD SEABURY RD
44	R.AVERY	P-6	0.36	ORCHARD FARM RD
44	R.AVERY	P-6	0.06	ORGANUG LANE
44	R.AVERY	P-6	0.09	PHEASANT CRT
44	R.AVERY	P-6	0.08	QUAIL CRT
44	R.AVERY	P-6	0.08	SEAHAWK LANE
44	R.AVERY	P-6	0.12	SNOWBIRD LANE
44	R.AVERY	P-6	0.36	WINTERBROOK DR
44	R.AVERY	P-6	0.15	WOODCOCK LN
44	***	P-6	**3.3**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
GMC	R. COITE	P-3	0.11	ALDIS LN
GMC	R. COITE	P-3	0.13	ANGEL AVE
GMC	R. COITE	P-3	0.19	BAYVIEW AVE
GMC	R. COITE	P-3	0.2	EASTERN POINT RD
GMC	R. COITE	P-3	0.13	GRANT LN
GMC	R. COITE	P-3	0.16	HARMON PARK RD
GMC	R. COITE	P-3	0.23	LOBSTER COVE RD
GMC	R. COITE	P-3	0.14	MILBURY LN
GMC	R. COITE	P-3	0.1	ORCHARD LN
GMC	R. COITE	P-3	0.1	PINEFIELD RD
GMC	R. COITE	P-3	0.18	SENTRY HILL TRAIL
GMC	R. COITE	P-3	0.11	STARBIRD LN
GMC	R. COITE	P-3	0.11	WILD GOOSE LN
GMC	R. COITE	P-3	0.08	WILD ROSE LN
GMC	***	P-3	**1.97**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
55	A. COVEL	H-11	3.74	CHASES POND RD
55	A. COVEL	H-11	0.15	CORN SWAMP RD
55	A. COVEL	H-11	0.13	ELIZABETH LANE
55	A. COVEL	H-11	1.06	GREENLEAF PARSONS RD
55	A. COVEL	H-11	1.52	MOUNTAIN RD (JCT CHASES POND RD TO RT 1)
55	A. COVEL	H-11	0.11	NETHERBY LANE
55	A. COVEL	H-11	0.19	OLD CHASES POND RD
55	A. COVEL	H-11	0.3	OLD EAST SCITUATE RD
55	A. COVEL	H-11	0.63	PERKINS DR
55	A. COVEL	H-11	0.3	PERKINS COURT
GMC	J. MATTHEWS	H-18	0.23	PREBBLE LN
55	A. COVEL	H-11	1.53	SCITUATE RD (NORTH FROM SUNRISE TERR.)
55	A. COVEL	H-11	0.34	SEWALLS PASTURE RD
55	A. COVEL	H-11	0.28	SNOWDIN RIDGE
55	A. COVEL	H-11	0.15	SUNNYCREST DR
55	A. COVEL	H-11	0.66	SUNRISE TERRACE
55	A. COVEL	H-11	0.22	TEE PEE LN
***	***	H-11	**11.54**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
46	J. DUBE	H-8	2.31	BIRCH HILL RD
46	J. DUBE	H-8	0.72	BRIXHAM RD
46	J. DUBE	H-8	3.55	CIDER HILL RD (RT 91) SCOTLAND BRIDGE RD TO YORK SHORES DR.
46	J. DUBE	H-8	0.5	DAVID DR
46	J. DUBE	H-8	0.38	FROST HILL RD
46	J. DUBE	H-8	0.34	HEMLOCK RIDGE RD
46	J. DUBE	H-8	0.28	HIGH PINE RD
46	J. DUBE	H-8	0.31	LEAVITT FARM LN
46	J. DUBE	H-8	2.56	MILL LANE AND BELL MARSH RD
46	J. DUBE	H-8	0.57	PAYNETON HILL RD
46	J. DUBE	H-8	0.51	WITCHTROT RD
46	J. DUBE	H-8	0.15	YORK POND RD
46	J. DUBE	H-8	0.29	YORK SHORES DR
***	****	H-8	**12.47**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
49	R. EARLE	H-10	0.44	ABBEY RD
49	R. EARLE	H-10	0.78	AIRPORT DR
49	R. EARLE	H-10	0.1	AIRPORT DR EXT
49	R. EARLE	H-10	0.57	BROADWAY
49	R. EARLE	H-10	0.08	CHURCH ST EXT. [TOWN PORTION]
49	R. EARLE	H-10	0.58	CLARK RD
49	R. EARLE	H-10	1.36	NUBBLE RD
49	R. EARLE	H-10	0.49	OLD COUNTY RD
49	R. EARLE	H-10	1.05	RIVER RD
49	R. EARLE	H-10	0.38	RIVERSEDGE DR
49	R. EARLE	H-10	3.48	RT 1A [LONG SANDS RD TO RT 1 CAPE NEDDICK)
***	***	H-10	**9.31**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
43	E.GOVE	H-12	0.35	ALGONQUIN DR
43	E.GOVE	H-12	1.61	CLAY HILL RD (MTN RD TO NORTH VILLAGE)
43	E.GOVE	H-12	0.55	GROUNDNUT HILL RD
43	E.GOVE	H-12	2.47	JOSIAH NORTON RD
43	E.GOVE	H-12	2.79	MOUNTAIN RD (JCT CHASES POND RD TO DIRT)
43	E.GOVE	H-12	2	NORTH VILLAGE RD
43	E.GOVE	H-12	1.85	OGUNQUIT RD (SOUTH BERWICK LINE TO OGUNQUIT LINE)
GMC	J. MATTHEWS	H-18	0.17	ELLIS LN
GMC	J. MATTHEWS	H-18	0.2	MOULTON FARM LN
GMC	J. MATTHEWS	H-18	0.53	OLD MOUNTAIN RD
GMC	J. MATTHEWS	H-18	0.04	RAMSDELL LN
GMC	J.MATTHEWS	H-18	0.06	STORAGE SHED RD
***	***	H-12	**11.68**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
48	N. HANSON	H-30	0.58	DONICA RD
48	N. HANSON	H-30	0.17	GEORGIA ST
48	N. HANSON	H-30	0.17	GEORGIANNA WAY
48	N. HANSON	H-30	0.17	HILL TOP DRIVE
48	N. HANSON	H-30	0.39	INDIAN TRAIL
48	N. HANSON	H-30	0.8	LINDSEY RD
48	N. HANSON	H-30	1.52	LONG SANDS RD
48	N. HANSON	H-30	0.18	MOULTON LN
48	N. HANSON	H-30	0.56	NEW TOWN RD
48	N. HANSON	H-30	0.08	NORTH ST
47	N. HANSON	H-30	0.91	ORGANUG RD
48	N. HANSON	H-30	0.31	PLAISTED RD
48	N. HANSON	H-30	1.37	RAYDON RD & RAYDON RD EXT
48	N. HANSON	H-30	0.2	SENIOR CITIZENS DR
48	N. HANSON	H-30	0.08	SOUTH ST
48	N. HANSON	H-30	0.32	VILLAGE ELEMENTARY SCHOOL (FRONT PORTION)
48	N. HANSON	H-30	1.03	WOODBRIDGE RD
48	N. HANSON	H-30	1.33	YORK ST [RT1 TO RT 103]
***	***	H-30	**10.17**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
59	J. HYOTTE	H-16	0.6	AGAMENTICUS AVE
59	J. HYOTTE	H-16	2	CLAY HILL RD (NORTH VILLAGE RD TO OGUNQUIT LINE)
59	J. HYOTTE	H-16	1.77	LOGGING RD
59	J. HYOTTE	H-16	0.15	PETER WEARE RD
59	J. HYOTTE	H-16	2.13	PINE HILL RD
59	J. HYOTTE	H-16	0.39	PINE HILL RD NORTH
59	J. HYOTTE	H-16	0.4	PINE HILL RD SOUTH
59	J. HYOTTE	H-16	4.2	SHORE RD [JCT 1A TO PINE HILL S.]
59	J. HYOTTE	H-16	0.25	STONEY BROOK
59	J. HYOTTE	H-16	0.16	WHIPPOORWILL RIDGE RD
***	***	H-16	**12.05**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
54	G.KASBOHM	H-35	0.16	ATLANTIC AVE
54	G.KASBOHM	H-35	0.27	BAY HAVEN
54	G.KASBOHM	H-35	0.17	BEACH ST
54	G.KASBOHM	H-35	0.06	BELMONT AVE
54	G.KASBOHM	H-35	0.04	COUNTY RD [GOLDENROD]
54	G.KASBOHM	H-35	0.13	CROSS ST
54	G.KASBOHM	H-35	0.56	FREEMAN ST
54	G.KASBOHM	H-35	0.1	HIGH ST
54	G.KASBOHM	H-35	0.13	HUTCHINS LANE
54	G.KASBOHM	H-35	0.07	MICLEAN ST
54	G.KASBOHM	H-35	0.08	NEWPORT AVE
54	G.KASBOHM	H-35	0.08	NORWOOD AVE
54	G.KASBOHM	H-35	0.04	PARKING LOT ACROSS FROM BEACH FIRE
54	G.KASBOHM	H-35	0.04	POLICE STATION
54	G.KASBOHM	H-35	0.1	SEABERRY LN.
54	G.KASBOHM	H-35	0.02	YORK BEACH FIRE STATION
***	***	H-35	**2.05**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
51	D KINGSBURY	H-9	0.52	BLUESTONE LN
51	D KINGSBURY	H-9	0.22	CANDLEWOOD DR
51	D KINGSBURY	H-9	0.25	CHICKADEE DR
51	D.KINGSBURY	H-9	0.22	CHURCH ST
51	D KINGSBURY	H-9	0.36	DEAN RD
51	D KINGSBURY	H-9	0.11	EARLINE CIRCLE
51	D KINGSBURY	H-9	0.1	EGRET CIRCLE
51	D KINGSBURY	H-9	0.07	FIELDSTONE DR
51	D KINGSBURY	H-9	0.79	FIELDSTONE ESTATES
51	D KINGSBURY	H-9	0.26	GRAYSTONE LN
51	D KINGSBURY	H-9	0.17	GUNNISON RD
51	D KINGSBURY	H-9	0.17	HERON DR
51	D KINGSBURY	H-9	0.1	KESTREL CIR
51	D KINGSBURY	H-9	0.11	LITTLE RIVER DR
51	D KINGSBURY	H-9	0.68	MEADOWLARK DRIVE
51	D KINGSBURY	H-9	0.17	NIGHTHAWK DRIVE
51	D KINGSBURY	H-9	1.02	OLD POST RD
51	D.KINGSBURY	H-9	0.42	OSPREY LN
51	D KINGSBURY	H-9	0.15	RAILROAD AVE
51	D KINGSBURY	H-9	2.28	RIDGE RD
51	D KINGSBURY	H-9	0.31	SPARROW LANE
51	D KINGSBURY	H-9	0.14	SQUIRE LN
51	D.KINGSBURY	H-9	0.33	STYLES LN
51	D.KINGSBURY	H-9	0.39	TALL PINES
***	***	H-9	**9.34**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
47	K LEWIS	H-13	0.95	BRAVE BOAT HARBOR RD
47	K LEWIS	H-13	0.17	DEACON DR
47	K LEWIS	H-13	0.56	GODFREY COVE RD
47	K LEWIS	H-13	0.42	HARRIS ISLAND RD
47	K LEWIS	H-13	0.48	HIGH ROCK RD
47	K LEWIS	H-13	0.55	PEPPERALL WAY
47	K LEWIS	H-13	1.19	RAYNES NECK RD
47	K LEWIS	H-13	2.3	RT 103 (FROM 1A TO PAINE RD)
47	K LEWIS	H-13	1	SEABURY RD
47	K. LEWIS	H-13	0.1	SEATRUMPIT
47	K LEWIS	H-13	0.47	WESTERN POINT RD
47	K LEWIS	H-13	2.18	YORK ST (103 TO LONG SANDS RD)
***	***	H-13	**10.37**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
69	DANA MOULTON	H-34	0.17	AVON AVE
69	DANA MOULTON	H-34	0.21	AXHOLM RD
69	DANA MOULTON	H-34	0.3	BOBAN ST
69	DANA MOULTON	H-34	0.08	CAMDEN AVE
69	DANA MOULTON	H-34	0.1	CLARK LN
69	DANA MOULTON	H-34	0.25	CRES SCHOOL
69	DANA MOULTON	H-34	0.52	DARCY RD
69	DANA MOULTON	H-34	0.45	ELDREDGE RD
69	DANA MOULTON	H-34	0.09	ELM DR
69	DANA MOULTON	H-34	0.27	EUREKA AVE
69	DANA MOULTON	H-34	0.36	FERNALD AVE
69	DANA MOULTON	H-34	0.39	FERNCROFT AVE
69	DANA MOULTON	H-34	0.35	FIELD AVE
69	DANA MOULTON	H-34	0.27	GARRISON AVE
69	DANA MOULTON	H-34	0.26	GLENN LN
69	DANA MOULTON	H-34	0.12	HARBOR BEACH RD
69	DANA MOULTON	H-34	0.13	HUCKINS AVE
69	DANA MOULTON	H-34	0.69	NORWOOD FARMS RD
69	DANA MOULTON	H-34	0.2	ROARING ROCK RD
69	DANA MOULTON	H-34	0.24	SCOTT AVE
69	DANA MOULTON	H-34	0.51	SENTRY HILL RD
69	DANA MOULTON	H-34	0.24	SHERU LANE
69	DANA MOULTON	H-34	0.09	SIMPSON LN
69	DANA MOULTON	H-34	0.4	STAGENECK RD
69	DANA MOULTON	H-34	0.19	TALL OAKS DR
69	DANA MOULTON	H-34	0.1	VARRELL LN
69	DANA MOULTON	H-34	0.27	WAVECREST CIRCLE
69	DANA MOULTON	H-34	0.07	WAVECREST DR
69	DANA MOULTON	H-34	0.42	WEBBER RD
69	DANA MOULTON	H-34	0.03	WILLIAMS AVE
69	DANA MOULTON	H-34	0.07	YOUNGS LN
***	***	H-34	**7.84**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
57	D.MOULTON	H-5	1	HIGH SCHOOL [DURING STORM ALL ACCESS ROADS] AWAY FROM CURBED SIDEWALK. AT END ALL OTHER AREAS
57	D.MOULTON	H-5		MISC SIDEWALKS WITH WING
***	***	H-5		***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
4X4	J.MOULTON	P-5	0.38	BARREL LN
4X4	J.MOULTON	P-5	0.17	BARREL LN EXT
4X4	J.MOULTON	P-5	0.32	CEMETARY RD
4X4	J.MOULTON	P-5	0.3	LIBRARY AND BEHIND RICKS
4X4	J.MOULTON	P-5		MIDDLE SCHOOL (ASSIST)
4X4	J.MOULTON	P-5	0.12	SUMMIT LN
4X4	J.MOULTON	P-5	0.25	TOWN HALL AND PARISH LN
4X4	J.MOULTON	P-5	0.1	TOWN WARF PARKING LOT
4X4	J.MOULTON	P-5	0.23	VES SCHOOL (BEHIND SCHOOL)
4X4	J.MOULTON	P-5	0.05	VILLAGE FIRE (FRONT AND REAR)
4X4	J.MOULTON	P-5	0.03	WILLIAMS AVE
4X4	***	P-5	**1.95**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
53	J. McINTIRE	H-32	0.2	BASS COVE LANE
53	J. McINTIRE	H-32	0.23	COLBY TURNER'S
53	J. McINTIRE	H-32	0.23	FERRY LN NORTH
53	J. McINTIRE	H-32	0.19	GOWEN LN
53	J. McINTIRE	H-32	0.05	JIM MCINTIRE RD
53	J. McINTIRE	H-32	0.27	KINGSBURY LN
53	J. McINTIRE	H-32	0.22	MAJOR MCINTIRE RD
53	J. McINTIRE	H-32	0.05	MCINTYRE RD
53	J. McINTIRE	H-32	0.15	OLD MCINTIRE RD
53	J. McINTIRE	H-32	0.31	PUDDING LN
53	J. McINTIRE	H-32	0.32	TIDEMEADOW LANE
***	***	H-32	**2.22**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
4X4	S.REIMALS	H-31	0.2	ACORN ST
4X4	S.REIMALS	H-31	0.18	BANK RD
4X4	S.REIMALS	H-31	0.12	BAY ST
4X4	S.REIMALS	H-31		BEACH GARAGE
4X4	S.REIMALS	H-31	0.34	BEACON ST
4X4	S.REIMALS	H-31	0.07	BOWDEN RD
4X4	S.REIMALS	H-31	0.11	BROADWAY EXT
4X4	S.REIMALS	H-31	0.38	CYCAD AVE
4X4	S.REIMALS	H-31	0.09	DOVER BLUFF
4X4	S.REIMALS	H-31	0.1	FOURTH AVE
4X4	S.REIMALS	H-31	0.05	FRANKLIN ST
4X4	S.REIMALS	H-31	0.04	HAWK ST
4X4	S.REIMALS	H-31	0.07	KENDALL RD
4X4	S.REIMALS	H-31	0.07	MARIETTA AVE
4X4	S.REIMALS	H-31	0.31	MITCHELL RD [STOP AT STONE PILLARS]
4X4	S.REIMALS	H-31	0.09	MOSLEY RD
4X4	S.REIMALS	H-31	0.17	NORTON AVE
4X4	S.REIMALS	H-31	0.49	OCEAN AVE EXT
4X4	S.REIMALS	H-31	0.11	OCEANSIDE AVE
4X4	S.REIMALS	H-31	0.11	OCEANSIDE AVE EAST
4X4	S.REIMALS	H-31	0.15	RESERVE ST
4X4	S.REIMALS	H-31	0.1	ROGERS RD
4X4	S.REIMALS	H-31	0.09	SANDCASTLE CIRCLE
4X4	S.REIMALS	H-31	0.09	SHELTON AVE
4X4	S.REIMALS	H-31	0.16	SEAMIST LN
4X4	S.REIMALS	H-31	0.17	SOHIER PARK
4X4	S.REIMALS	H-31	0.07	WILLOW AVE
***	***	H-31	**3.93**	***TOTAL******

Unit	Driver	Radio	Miles	ROAD NAME
45	G. THOMPSON	H-19	1.06	BARLETT RD
45	G. THOMPSON	H-19	1	BEECH RIDGE RD TO SCOTLAND BRIDGE RD
45	G. THOMPSON	H-19	0.46	BETTY WELCH RD
45	G. THOMPSON	H-19	0.37	BRICKYARD COURT
45	G. THOMPSON	H-19	0.13	BRICKYARD LANE
45	G. THOMPSON	H-19	0.87	CARRIE LYN LANE
45	G. THOMPSON	H-19	0.18	CREATION LN
45	G. THOMPSON	H-19	0.24	DEER RUN
45	G. THOMPSON	H-19	0.33	FERRY LN SOUTH
45	G. THOMPSON	H-19	0.27	FOXTAIL DR
45	G. THOMPSON	H-19	0.47	JEFFERY DR
45	G. THOMPSON	H-19	0.24	KIMBALL FARM LANE
45	G. THOMPSON	H-19	0.15	OLD BEECH RIDGE ROAD
45	G. THOMPSON	H-19	0.14	PINE RIDGE LOOP
45	G. THOMPSON	H-19	0.17	RIVER BEND RD
45	G. THOMPSON	H-19	0.25	RIVER MEADOW LN
45	G. THOMPSON	H-19	0.7	RIVERWOOD DR
45	G. THOMPSON	H-19	0.64	SALT WATER DR
45	G. THOMPSON	H-19	2.02	SOUTHSIDE RD
45	G. THOMPSON	H-19	0.9	WOODSIDE MEADOW
***	***	H-19	**10.59**	***TOTAL****

Unit	Driver	Radio	Miles	ROAD NAME
50	J.WOODWARD	H-14	1.25	BEECH RIDGE RD (SCOTLAND BRIDGE RD TO BIRCH HILL RD)
50	J.WOODWARD	H-14	1.39	BOG RD
50	J.WOODWARD	H-14	2.14	CIDER HILL RD RT1 TO SCOTLAND BRIDGE RD.
50	J.WOODWARD	H-14	0.08	EDWARD CIRCLE
50	J.WOODWARD	H-14	1.6	FALL MILL RD & FALL MILL EXT
50	J.WOODWARD	H-14	0.11	HEATHER RD
50	J.WOODWARD	H-14	0.18	HICKORY MEADOWS
50	J.WOODWARD	H-14	0.07	KEITH RD
50	J.WOODWARD	H-14	0.13	MALCOLM DR
50	J.WOODWARD	H-14	0.23	MICHAEL DR
50	J.WOODWARD	H-14	0.19	OLD MAST RD
50	J.WOODWARD	H-14	0.23	PINECREST DR
50	J.WOODWARD	H-14	1	SCITUATE RD (LOWER END TO SUNRISE TERR)
50	J.WOODWARD	H-14	1.22	SCOTLAND BRIDGE RD
50	J.WOODWARD	H-14	0.2	TARTON RD
50	J.WOODWARD	H-14	0.08	THISTLE RD
***	***	H-14	**10.1**	***TOTAL****

Dean Lessard

From: Coughlan, Peter <Peter.Coughlan@maine.gov>
Sent: Saturday, October 11, 2014 12:19 PM
To: Dean Lessard
Cc: Cannell, John W; Cusick, Timothy
Subject: summary of 9/22/14 meeting

Hi Dean,
I realized that I was going to summarize the mileage for you with LRAP estimates so here it is. With this info, we'd like to set up another meeting sooner than later.

Compacts are outlined here:
http://www.maine.gov/mdot/csd/documents/stateurbancompact/pdf/york.pdf

Route 1: Town has always had the compact duties 1) from 1A (Cape Neddick Rd) north to Mountain Rd, and 2) from Kittery town line north to just above 1A York St intersection.
Rt 91: compact duties from Rt 1 out to Scotland Rd, plus all winter plowing on this State Aid road out to town line.
Beech Ridge Rd: compact duties from Rt 1 out to McIntyre Rd, plus all winter plowing on this State Aid road out to town line.
Shore Rd: compact duties from Rt 1A north to Ogunquit town line
Rt 103: compact duties from 1A south to river

Because of development on Rt 1 from the compact line just south of the Connector Road northerly to Cape Neddick Rd, there are 3.5 miles of new compact mileage. Because some of it is 4 lanes wide, there is additional LRAP funds per lane-mile. At the current rates, I estimate about $37,000 would be paid to York for this State Highway if LRAP was funded at 100%. This year, it is funded at 86%. The rates are shown on the page that I gave you that day.

Compact law is found here and the town has up to 1 year to accept this:
http://www.mainelegislature.org/legis/statutes/23/title23sec754.html
and the road has to meet the "good definition" definition as found above in Section 3. That can be discussed later.

Hope to hear from you soon.....

Pete

9/22/14

LOCAL ROAD ASSISTANCE PROGRAM (L.R.A.P.) (formerly U.R.I.P.)

ALLOCATION OF FUNDS BY LANE MILE

RURAL AREA

SH = $0*

SA/MINOR COLLECTOR = $600

TOWNWAY = $600

SEASONAL TOWNWAY = $300

Urban Compact Line

URBAN AREA

SH = $2,500 SUMMER MAINT. + ($1, 250 >2 LANES)
SA = $2,500 SUMMER MAINT. + ($1,250 >2 LANES)
SH + $1,700 WINTER MAINT. ONLY
TW = $0

* If the town is rural now and was a "Winter Compact" prior to 1/1/99 and "opted out" of becoming urban. State Highways maintained in the WInter by town = $1,700.

SH = STATE HWY: Red, SA = State Aid Hwy: Green, TW = Townway; Blue
State Urban Compact Line = -- -·- -·- -·- -·- -·-

Effective Date: 11/29/2006

MAINE DEPARTMENT OF TRANSPORTATION

Description of State Maintenance Boundary Lines established for delimiting the urban area of

York, York County, Maine

York

Beginning at the intersection of U.S. Route 1 and Mountain Road (Argamenticus Road); thence, southeasterly to the northerly intersection of Shore Road and Agementicus Avenue; thence, Northerly along the westerly right of way of Shore Road to the Ogunquit-York town line; thence southerly along the easterly right of way of Shore Road to the northerly intersection of Agementicus Avenue; thence, southeasterly into the Atlantic Ocean; thence, southwesterly in said ocean rounding Cape Neddick to a point due east of the mouth of York River; thence, westerly via said river to Lilac Lane (State Route 103);

Thence, southwesterly to Seabury Road at a culvert 0.39 miles southeast of Southside Road; thence, northwesterly and northerly via the westerly right-of-way of Seabury Road to the intersection of Organug Road and Southside Road; thence, northwesterly in a straight line to a point on U.S. Route 1 (Ref utility pole #329/49) 0.81 miles southwesterly of its junction with State Route 91 (Berwick Road); thence, southerly via the east right-of-way of U.S. Route 1 to the York-Kittery town line; thence, northeasterly along the northerly right of way of US Route 1 to the intersection of Beech Ridge Road; thence, northwesterly along the southwesterly right of way of Beech Ridge Road to the intersection of Old McIntire Road; thence, southerly along the easterly right of way of Beech Ridge Road to the intersection of U.S. Route 1; thence, northeasterly along the northwesterly right of way of US Route 1 to a point 0.81 miles southwesterly of the junction of U.S. Route 1 and State Route 91 (reference utility pole #329/49); thence, northwesterly in a straight line to a point on State Route 91 (reference utility pole #J-59) 0.07 miles west of its junction with Gowen Lane (Inventory Road 5126); thence, northwesterly via the southwesterly right-of-way of State Route 91 to its junction with Scotland Bridge Road (Inventory Road #669); thence, southeasterly via the northeasterly right-of-way of State Route 91 to a point (reference utility pole #J-3, south side of road) 0.11 miles west of its junction with U.S. Route 1;

Thence, northeasterly to the westerly extremity of North Street; thence, northeasterly to the northerly extremity of Chases Pond Road (as terminated by construction of Interstate 95); thence, southeasterly to U.S. Route 1 at a point 0.10 miles north of York Street (US Route 1A), reference utility pole #6/J-275 east side of US Route 1; thence, northeasterly along the southeasterly right of way of US Route 1 to the intersection of U.S. Route 1 and

U.S. Route 1A (Main Street); thence, westerly crossing US Route 1; thence, northerly along the westerly right of way of US Route 1 to the intersection of U.S. Route 1 and Mountain Road (Argamenticus Road), the point of beginning.

NOTE: Bridges, if any, bisected by the State Maintenance Line are in the rural area.

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  - Public Road Mileage by County
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  - General Information
- Adopt-A-Highway Program
- Maine's Labor and Private Equipment Rates
- Community Services Staff

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State Urban Compact Municipalities

Urban Compact Municipalities are those in which the population according to the last United States census;

1. Exceeds 7,500 inhabitants, or
2. Is less than 7,500 inhabitants but more than 2,499 inhabitants, and in which the ratio of people whose place of employment is in a given municipality to employed people residing in that same municipality is 1.0 or greater, and when the municipality has not exercised the opt-out provision of this section.

"Compact" or **"Built-up sections"** means a section of the highway where structures are nearer than 200 feet apart for a distance of 1/4 of a mile, unless otherwise defined; reference MRSA 23 sub-section 754, revised July 1, 1999.

Presently there are 47 State Urban Compact Municipalities. The data from the 2010 US Census created four additional towns (Ellsworth, Gray, Buxton, and Waterboro) that became compact on July 1, 2012 because of population numbers over 7500. Pursuant to state law, each of these 47 municipalities have maintenance responsibilities within their defined compact areas.

To view the latest state urban compact boundary description, click on the municipality's name.

The State Urban Compact areas that meet one of the two definitions noted above:

- Auburn (PDF)
- Bangor (PDF)
- Biddeford (PDF)
- Brunswick (PDF)
- Caribou (PDF)
- Ellsworth (PDF)
- Freeport (PDF)
- Gorham (PDF)
- Kittery (PDF)
- Lisbon (PDF)
- Old Town (PDF)
- Portland (Word) (PDF)
- Rockland (Word) (PDF)
- Sanford (Word) (PDF)
- Skowhegan (Word) (PDF)
- Standish (Word) (PDF)
- Augusta (Word) (PDF)
- Bath (PDF)
- Brewer (PDF)
- Buxton (PDF)
- Cape Elizabeth (PDF)
- Falmouth (PDF)
- Gray (PDF)
- Kennebunk (PDF)
- Lewiston (PDF)
- Old Orchard Beach (PDF)
- Orono (PDF)
- Presque Isle (Word) (PDF)
- Saco (Word) (PDF)
- Scarborough (Word) (PDF)
- South Portland (Word) (PDF)

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- Waterboro (Word) (PDF)
- Westbrook (Word) (PDF)
- Winslow (Word) (PDF)
- York (Word) (PDF)
- Topsham (Word) (PDF)
- Waterville (Word) (PDF)
- Wells (Word) (PDF)
- Windham (Word) (PDF)
- Yarmouth (Word) (PDF)

The State Urban Compact areas over 6,000 but less than 7,500 that did not have the opt-out option in 1999

- Belfast (PDF)
- Fairfield (PDF)
- Farmington (PDF)
- Gardiner (PDF)
- Houlton (PDF)
- Millinocket (PDF)
- Rumford (Word) (PDF)

Winter Compact State Highway municipalities

Any municipality eligible to be an urban compact municipality, that had compact area state highway winter maintenance responsibilities on January 1, 1999, and that has opted out of summer maintenance responsibilities. These municipalities have winter maintenance responsibilities on compact areas of state highways.

- Winter Compact Document (Word) (PDF)
- Municipalities
  - Bar Harbor
  - Bridgton
  - Bucksport
  - Calais
  - Camden
  - Dexter
  - DoverFoxcroft
  - Fort Kent
  - Jay
  - Lincoln
  - Madawaska
  - Oxford
  - Pittsfield

Urban Compact Areas vs Federal Urban Areas

In comparing Urban Compact Areas in Maine to Federal Urban Areas, there is different criteria that defines the boundaries of each Area. All of the above-mentioned compact areas are also Federal Urban Areas except for the following towns which are NOT Federal Urban Areas: All 14 of the Winter Compact State Highway municipalities, Fairfield, Farmington, Kennebunk, Standish, Wells, and York.

Urban Compact Areas vs Regional Service Centers

In comparing Urban Compact Areas in Maine to Regional Service Centers, there are different criteria that defines each entity. All of the above-mentioned compact areas are also Regional Service Centers except for the following towns which are NOT Regional Service Centers: Cape Elizabeth, Falmouth, Gorham, Kennebunk, Lisbon, Standish, Wells,

Windham, Yarmouth, and York. In addition, all of the "winter compact-only" towns are Regional Service Centers except for Jay. Also, there are several Regional Service Centers which are NOT urban compact areas.

Regional Service Centers

Regional Service Centers as defined by Maine State Planning Office.

This page last updated on 5/1/14

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Maine Revised Statutes

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TRANSPORTATION
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Chapter 13: CONSTRUCTION, MAINTENANCE AND REPAIRS
Subchapter 2: STATE HIGHWAYS

§754. Town maintenance in compact areas

1. Jurisdiction. Except as otherwise provided, all state and state aid highways within compact areas of urban compact municipalities, as defined in subsection 2, as determined by the department must be maintained in good repair by the town in which the highways are located at the expense of the town. Municipalities must be notified one year in advance of changes in compact or built-up sections that place additional maintenance responsibilities on the municipalities. Municipalities may waive the requirement of the one-year notice. When any town neglects to maintain the highways within 14 days after notice given its municipal officers by the department, the department may proceed to make necessary repairs to that way, which must be paid for by the State and the cost for the repairs must be withheld from funds due the town under the Local Road Assistance Program, established in chapter 19, subchapter 6. The amounts collected from these towns must be added to the fund for maintenance of state and state aid highways.

[2011, c. 652, §2 (AMD); 2011, c. 652, §14 (AFF) .]

2. Urban compact municipalities and compact areas; opt-out provision. Urban compact municipalities and compact areas are defined as follows and may opt out in accordance with this subsection.

A. Compact areas are compact or built-up sections as defined in section 2 and include intermittent compact sections separated by short intervals that are not compact. The department may exclude from the compact area controlled access highways within compact sections. Compact areas may be designated only in urban compact municipalities. Compact areas on local roads, for the purposes of calculation of distributions pursuant to chapter 19, subchapter VI, are those road segments in urban compact municipalities lying within compact areas as documented by the department as of January 1, 1999. [1999, c. 473, Pt. C, §3 (NEW).]

B. Urban compact municipalities are those in which the population according to the last United States census exceeds 7,500 inhabitants. Urban compact municipalities are also those

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in which the population according to the last United States census is less than 7,500 inhabitants but more than 2,499 inhabitants, and in which the ratio of people whose place of employment is in a given municipality to employed people residing in that same municipality according to the last United States census is 1.0 or greater, and when the municipality has not exercised the opt-out provision of this section. [1999, c. 473, Pt. C, §3 (NEW).]

C. Municipalities may opt out as provided in this paragraph.

(1) Any municipality with a population less than 7,500 according to the most recent United States census and otherwise eligible to be an urban compact municipality, and with no compact area summer maintenance responsibilities as of January 1, 1999, may opt not to be an urban compact municipality and not to have a compact area, within one year of the effective date of this subparagraph, or within 6 months of notification under this section. A municipality that has made a decision to opt out may at a later date opt to become an urban compact municipality. A municipality that does not opt out may not at a later date do so, until or unless an intervening United States census makes the municipality ineligible under paragraph B. A municipality may not opt out of maintenance jurisdiction over roads upon an expansion of an established compact area. A municipality that is an urban compact municipality during one census period but does not meet the criteria of this section according to the subsequent United States census may continue to be an urban compact municipality.

(2) Any municipality eligible to be an urban compact municipality, that has compact area state highway winter maintenance responsibilities on January 1, 1999, and that has opted out of summer maintenance responsibilities shall continue winter maintenance responsibilities on compact areas of state highways. Any municipality eligible to be an urban compact municipality and that has no compact area state highway winter maintenance responsibilities on January 1, 1999, and that has opted out of summer maintenance responsibilities, may choose to undertake winter maintenance responsibilities on compact areas of state highways. In any case, the department and the municipality may negotiate winter maintenance responsibilities based on the most cost-effective routes and schedules for winter maintenance activities. These municipalities may not be urban compact municipalities, but must be reimbursed for winter maintenance on state highways pursuant to section 1803-B, subsection 1, paragraph B, subparagraph (1). Municipalities reimbursed for winter maintenance under this paragraph are not also

eligible for reimbursement for those same highway segments based on any other provision of law. [1999, c. 473, Pt. C, §3 (NEW).]

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STATUTE SEARCH
CH. 13 CONTENTS
TITLE 23 CONTENTS
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[1999, c. 473, Pt. C, §3 (NEW) .]

3. Good condition upon transfer. When the responsibility for maintenance of a section of state or state aid highway is to be transferred to a municipality as a result of population growth, as determined using the decennial United States census, or the municipality meets the definition of a compact or built-up section under section 2, and when the municipality is not eligible to opt out of summer maintenance pursuant to subsection 2, paragraph C, the department shall prepare a capital and maintenance plan to ensure that the section of state or state aid highway is in good repair at the time of transfer. The plan must be developed in consultation with the affected municipality. For the purpose of this subsection, "good repair" means actions intended to reasonably avoid nonroutine maintenance activities for a minimum of 10 years and includes consideration of ditching, culverts, major structural defects and pavement condition ratings of 3.3 or higher as determined by the department.

[2007, c. 417, §1 (AMD) .]

SECTION HISTORY
1971, c. 593, §22 (AMD). 1975, c. 133, (AMD). 1981, c. 492, §C6 (AMD). 1981, c. 588, §1 (AMD). 1989, c. 46, §2 (AMD). 1997, c. 539, §1 (AMD). 1997, c. 539, §2 (AFF). 1999, c. 473, §C3 (RPR). 2007, c. 417, §1 (AMD). 2011, c. 652, §2 (AMD). 2011, c. 652, §14 (AFF).

Data for this page extracted on 10/06/2014 09:03:15.

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes
7 State House Station
State House Room 108
Augusta, Maine 04333-0007

MAINE'S TRANSPORTATION SYSTEMS

- Community Services Homepage
- Maine Local Roads Center
- Local Road Assistance Program (LRAP)
- Municipal Sand and Salt Building Program
- Maine's Transportation System
  - Highway Systems
  - Classification of Highways
  - Federal Urban Areas
  - Public Road Mileage by County
  - Route Number Designations
  - State Urban Compact Municipalities
    - State vs Municipal Maintenance Responsibilities on State and State Aid Highways
  - General Information
- Adopt-A-Highway Program
- Maine's Labor and Private Equipment Rates
- Community Services Staff

Urban Compact Areas: State vs Municipal Maintenance Responsibilities on State and State Aid Highways

Town Maintenance in Compact Areas, State Statute and Definitions

- Title 23 § 754: Jurisdiction-- all state and state aid highways within compact areas of urban compact municipalities, as defined in subsection 2, as determined by the department must be maintained in good repair by the town in which the highways are located at the expense of the town.
- Per 23 § 2: the definition of "highway" means all of the right-of-way that may have been laid out by the State, county or town.

Municipal Urban Maintenance Duties

- Winter snow & ice control
- Pothole repair
- Pavement markings per MUTCD (centerline, arrows, words, symbols, crosswalks and edgeline (if any))
- Traffic Signs per MUTCD (regulatory, warning, and advisory)
- Ditching
- Driveway and cross culvert cleaning, repair, and replacement
- Catch basin cleaning and repair
- Surface treatments i.e. sand seals, chip seals, crack sealing, asphalt shimming, thin overlays (typically less than 1 inch thick and do not improve strength)
- Traffic signal maintenance
- Guardrail installation or repair
- RR signs and pavement markings
- Brush cutting, erosion control, mowing, herbicide application
- Tree pruning or removal
- Retaining walls
- Sidewalk maintenance
- Dust control, street sweeping

MaineDOT Maintenance Duties

- Route and destination signs
- Bridge and minor span maintenance
- Speed Limit signs on state or state aid highways when first installed or when changed due to recent DOT review

This page last updated on 11/7/13

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REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Pellet boiler at Grant House	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

Recently, Rozanna Patane and I met with Omni Heat of South Portland to evaluate the boiler system at the Grant House. Omni was recommended by Maine Energy Systems as a company that is knowledgeable and well suited to do this type of work. I have attached a copy of their report and cost estimate to correct the deficiencies that exist. As reported it appears that there are many technical issues and code violations resulting from poor installation. Included in their proposal is the installation of an electric hot water heater. Total cost to correct the deficiencies and add the hot water heater is $9,486. Omni has also recommended additional options for internet connection module, Touch screen panel upgrade with updated control board, electric baseboard strip and wiring and a radiator and thermostat for the basement. Total cost of options $3,537. Total project cost with options $13,023

I believe both Rozanna Patane and Wayne Boardman from the Energy Steering Committee will be at the Selectmen's meeting on Monday and prepared to discuss Omni's proposal. I have also attached a pellet boiler remediation summary that was prepared by Rozanna Patane.

I was asked by the Town Manager to obtain a quote for the installation of a propane boiler system that would replace the existing pellet boiler system. The quote was obtained from Estes Oil of York, Maine. The cost for boiler, tank and installation is $10,180. A copy of the quote is attached.

While I am certain the Energy Steering Committee is recommending repairing the current pellet boiler system, I was directed by the Town Manager to present this as a "repair or replace" and therefore have provided no Department Head recommendation as part of this action form.

For information purposes the current system cost the Town approximately $50,000 to purchase and install two years ago. I offer this because I believe it is pertinent to the decision making process.

RECOMMENDATION:

PROPOSED MOTION:

I move to repair the existing pellet boiler system at the Grant House and award the work to Omni Heat of South Portland, Maine in the amount of ($9,486 base bid) or ($13,023 with options)

OR

I move to replace the existing pellet boiler system at Grant House with a new propane boiler system and to authorize the project to go out to bid.

FISCAL IMPACT: Pellet $9,486 / $13,023 or Propane $10,180

DEPARTMENT LINE ITEM ACCOUNT: Energy Steering Committee

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: _____ REVIEWED BY: _____

OMNIHEAT

405 Western Avenue, #230
South Portland, Maine

19 July 2015

Town of York
Parks and Recreation Department
200 US Rte. 1
York, Maine

Estimate for Correction of Boiler Installation Deficiencies

Background Information

Omni Heat has determined that the installation of the AutoPellet boiler in 2013 has a number of deficiencies.There are several violations of code, as established by the Maine Fuel Board, which need remediation. Technical issues, which limit the boiler's efficiency and ability to produce and transmit heat, also exist. Finally, there are issues that do not conform to manufacturer's recommendations for performance, and requirements for warranty (MRR). The list is as follows:

- No make up air inlet in boiler room. (Code)
- No extension on pressure relief valve, must be mounted vertically. (Code)
- Low water cutoff improperly installed. (Code)
- Boiler pressure and temperature gauge improperly installed . (Code)
- Galvanized vent pipe. (Code)
- No thermal cutout installed. (Code)
- No emergency shutoff switch. (Code)
- Oil fill and vent pipes not removed in basement. (Code)

- Return piping at boiler ends in 1". (Technical)
- Undersized supply and return pex lines into building. (Technical)
- Inappropriate insulation on supply and return lines into building. (Technical)
- Supply and return lines into building not buried to correct depth. (Technical)
- Pump installed on supply line. (Technical)
- Incorrect execution of closely-spaced tees. (Technical)
- Mysterious unused take-off on boiler loop left in place. (Technical)
- Legacy flue not capped. (Technical)
- Silo fill pipe clamps inadequately tightened. (Technical)
- Legacy thermostats not replaced. (Technical)

- No delivery switch. (MRR)
- No vent for silo filling. (MRR)
- Boiler configured to produce small amount of hot water. (MRR)

- No back up heat supplied to boiler area. (Other)
- No internet connection. (Other)

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405 Western Avenue, #230
South Portland, Maine

Code violations are a serious liability for an installer or maintainer. As the saying goes in the industry, "If you touch it, you own it." Omni Heat will not perform any work on a system without correcting such violations, to eliminate the possibility of an unsafe situation.

In practical terms, the code violation that causes the most problems is the lack of a make-up air inlet for the boiler. This deficiency causes the boiler to starve for combustion oxygen, thereby reducing its output capacity, causing incomplete combustion of the fuel, excessive fuel consumption, and build up of creosote in the chimney.

The violations involving safety components such as the low water cutoff (LWCO) and pressure relief valve require considerable reconfiguration of the existing piping on the back of the boiler, to the extent that it is simply easier to redo it all. We typically use black iron for these fittings. As many of the existing components that can be reused will be.

Wood burning appliances are required to have a black vent pipe to connect to the chimney, to reduce the effects of corrosion. The chimney installed is appropriate for the application.

The boiler is set up to work in a "Primary/Secondary Loop" configuration. Unfortunately, the execution of this technique was improperly done, without regard to appropriate pipe and pump sizing, pump placement, and configuration of the closely spaced tees. The end result is that inadequate heat is transferred to the building. In addition, the tubing into the building was not buried to an adequate depth and loses additional heat due to inadequate insulation.

Maine Energy Systems and other pellet delivery companies require that there be an external "delivery switch" located near the silo fill connection. This switch allows the driver to perform an orderly shutdown of the boiler to avoid any possibility of causing a burn-back situation, where the pressure of the filling pellets forces hot flue gasses into the pellet feed tube and day hopper.

Legacy round Honeywell thermostats operate with a narrow, non-adjustable differential that cause the boiler to stop and start too frequently for efficient operation. Inexpensive replacements exist that will help smooth out boiler run times and provide better comfort inside the building. Omni Heat will substitute basic non-programmable units unless more features are desired. Programmable thermostats could be used to save energy during times the building is unoccupied.

While the boiler can be used to produce hot water, in this application it is a case of overkill once the demand for heat is gone. The large mass of the boiler needs to be heated to produce 30 gallons of hot water once or twice a day, which is wasting energy from May through

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405 Western Avenue, #230
South Portland, Maine

October, and causing short, "dirty" burns. We recommend the indirect tank be removed from the system and a standard electric water heater substituted.

With the removal of the indirect tank from the distribution system, there is an available space in the header that can be used to provide heat for the basement to avoid frozen pipes. We believe this is a worthwhile option to consider, but not absolutely necessary. We suggest the installation of a panel radiator and thermostat to control the zone.

When the oil boiler was removed, the vent pipe was left behind, and the flue in the chimney was not capped. The latter becomes a cold "chase" into the basement that is easily fixed, will save energy, and help to avoid frozen pipes.

We erred in asserting the boiler is internet capable as is. The boiler cannot be connected to the internet without without an accessory module installed. We strongly recommend this addition to the system, as it would allow the boiler to be monitored remotely, and send out email with error messages to designated personnel. This could avert damage to the facility in the event of a shutdown during the heating season when the building is unoccupied.

There is also a touchscreen upgrade available which would include the internet module and new control board. This option is not absolutely necessary, but does simplify the user interface to the boiler.

Omni also recommends the installation of backup heat source for the boiler building, in the event of a boiler shutdown. A small strip of electric baseboard heat would prevent freezing pipes in the out-building should the boiler go out on error.

Scope of Work

All work to be performed by Omni Heat except where noted. Install a thermal cutout (TC2) as required, above the boiler. An emergency switch will be wired to control the boiler from inside the main building. (Location to be determined.) Two 3", filtered, make-up air inlets will be installed into the boiler room above snowline. Black 24 gauge vent pipe with a cleanout tee will be substituted for the galvanized vent pipe. A 4" dryer vent will be installed to relieve pressure during filling operations. The exterior rated delivery switch will be installed next to the fill port for the silo, as required by Maine Energy Systems. The clamps on the fill tube will be tightened to eliminate dust infiltration.

The near boiler and primary loop piping will be completely replaced. 1¼" black iron fittings will be used immediately behind the boiler, with compliant pressure relief, pressure gauge and LWCO ports integrated. The existing hydronic components (LWCO, expansion tank, air

OMNIHEAT

405 Western Avenue, #230
South Portland, Maine

eliminator) will be reused. The existing circulator pump will be moved to the return side of the loop. 1¼" pex tubing will be run to the main building. For the trenched area, an underground rated, R12 insulation (Maxx-R) will be fitted to the pex tube, covering approximately 32 feet of the tubing.

It is recommended that the exterior pipe run be at a depth of at least 36", although 48" is preferable. At the suggestion of Rozanna Patane, we have left out the cost of deepening the trench such that it can be done by municipal personnel.

We have included the installation of a standard 40 gallon electric hot water heater in the price of this proposal for the reasons mentioned above. The heater will be installed in the basement of the main building and connected to the domestic hot water system. There will be approximately three hours of hot water being unavailable.

The five legacy thermostats will be replaced with Honeywell Pro1000, non-programmable units. Access to the rental unit will be necessary.

We will perform an annual service on the boiler as part of the scope of this proposal to maintain the warranty. This does not include cleaning the chimney, which is recommended.

Work To Be Performed by Public Works

Exposing existing buried lines between buildings.
Deepening of trench from boiler room to main building to approximately 48" below grade.
Removal of legacy oil fill and vent pipes. Capping of legacy flue in unused chimney.

Cost

Code violation, boiler piping and miscellaneous corrections: $8446
Water heater installation: $1040

Total: $9,486

Options

Internet connection module from Maine Energy Systems and installation: $627
Touch screen panel upgrade and updated control board, with installation: $1800
Electric baseboard strip and wiring: $220
36x48, 12,724 BTU panel radiator and thermostat in basement area: $890

OMNIHEAT

405 Western Avenue, #230
South Portland, Maine

Warranty and Service

Omni Heat warranties all work and components for one year and is responsible for any issues with the boiler and associated equipment.

If desired, Omni Heat will provide an annual service contract to the Town of York to maintain the boiler, to include internet monitoring if the boiler is connected.

Payment Terms and Commencement of Work

One half of total due at contract signing to procure materials and equipment. Final balance due upon re-commissioning of system.

Work will be scheduled within one week of contract signing and completed within six weeks of signing.

Quote Validity

As we cannot guarantee pricing on materials and equipment, this quote is valid for 30 days.

Grant House Pellet Boiler Situation

The pellet boiler was installed in 2013. Boiler is from Maine Energy Systems; installation was Elwood Robbins. The Grant House cellar ceiling was too low for the boiler so an outbuilding was constructed and pipes laid to the main building to circulate the hot water.

The system wasn't providing enough heat and was shutting off. Superficial inspection in winter revealed that the pipes were melting the path from the outbuilding to the main house; the conclusion was that the pipes were not adequately insulated and/or not buried deep enough.

Omni Heat's recent inspection confirmed these problems and revealed others, including a number of code violations in the installation. Their assessment is that the pellet boiler itself is fine but the installation was faulty.

Two separate phone calls to Elwood Robbins got the same response: he is retired, living in Florida, declared bankruptcy last year, and is in no position to make the situation right.

The York Energy Steering Committee and Director of Parks and Recreation recommend correcting the installation problems and expect that the pellet heating system will then operate well and produce environmental and cost advantages when compared to oil or gas systems. Omni will also service the pellet boiler, so their interests are aligned with York's goals of keeping the system operating correctly.

Cost Comparisons - Installation Remediation and Annual Operating Costs
(per Maine Energy Systems Cost Comparison Calculator)

Propane Boiler Installation

The MacTech energy audit showed usage of 1575 gallons of oil per year, which is equivalent to 13.5 tons of pellets. Without allowance for increased efficiency in the pellet boiler (which would mean lower pellet consumption), we compare propane costs to pellets for the equivalent heat.

Gas boiler installation cost	$7,600	Average for Portland Me (HomeAdvisor.com)
Propane tank Installation cost	$3,000	
Total	$10,600	
Propane fuel costs $ per MBtu ($2.32/gallon)	$25.40	Maine Governor's Office July 2015 spot price
Annual Propane Cost @2780 gals	$7,728	(Equivalent to 13.5 tons pellets)

Pellet Boiler Installation Remediation

Basic	$8,446	Omni Proposal
Water heater	$1,040	
Automated controls & other improvements	$3,537	
Total	$13,023	
Pellet fuel costs $ per MBtu ($253/ton)	$15.33	Maine Governor's Office July 2015 spot price
Annual Pellet Cost @ 13.5 tons	$3,365	(Equivalent to 2780 gals propane)
Annual Fuel Cost Savings	$4,363	
Savings over 25-year life	$136,173	(Annual pellet and propane inflation 2%)

Environmental comparison of Pellet Boiler vs Propane

- Gas emits less soot and other air pollution but gas is not sustainable source of energy – it is derived from oil or natural gas and is fraught with negative environmental impacts associated with extraction (eg, fracking) and transportation.
- Replacing fossil fuels with biomass for space heating results in a significant net reduction in CO2 emissions and is a meaningful way to reduce environmental impact.
- Although carbon is released with wood is burned, if harvested and burned at the rate it grows, no net carbon is released. Thus burning fossil fuels for space heating increases the net amount of carbon in the atmosphere, while burning wood does not.
- Using local pellets means less carbon used in production, packaging and transportation than gas
- No damage if spilled
- Wood pellets sourced in Maine support Maine economy
- Pellets sourced locally and sustainably are vastly preferable to their fossil ancestors
- Pellet boilers are as efficient as gas boilers
- Prices are not affected by world energy markets – more stable, less volatile

Energy Price Expectations

Kiplinger's Energy Alert (May 2015) reports that the flood of new gas supplies has been dramatic – up more than 32% from 2010 to 2015. However, demand is rising and is expected to continue to rise as more coal plants are retired and renewables are still in their toddlerhood. And the US is exporting more gas as four new LNG terminals go into operation in the Gulf and elsewhere.

In last winter's cold, gas prices were twice their current prices, and in the longer run the look poised to trend higher. Kiplinger's forecast is for gas prices to be about one-third higher than their current summer prices, with higher spikes in prolonged winter cold spells.

Maine Energy Systems obtain their pellets from Maine sources (Geneva Wood Fuels in Strong and Corinth Wood Pellets In Corinth) and are intent on ensuring that pellet prices remain affordable, stable and predictable.

Heating Cost Comparison Chart

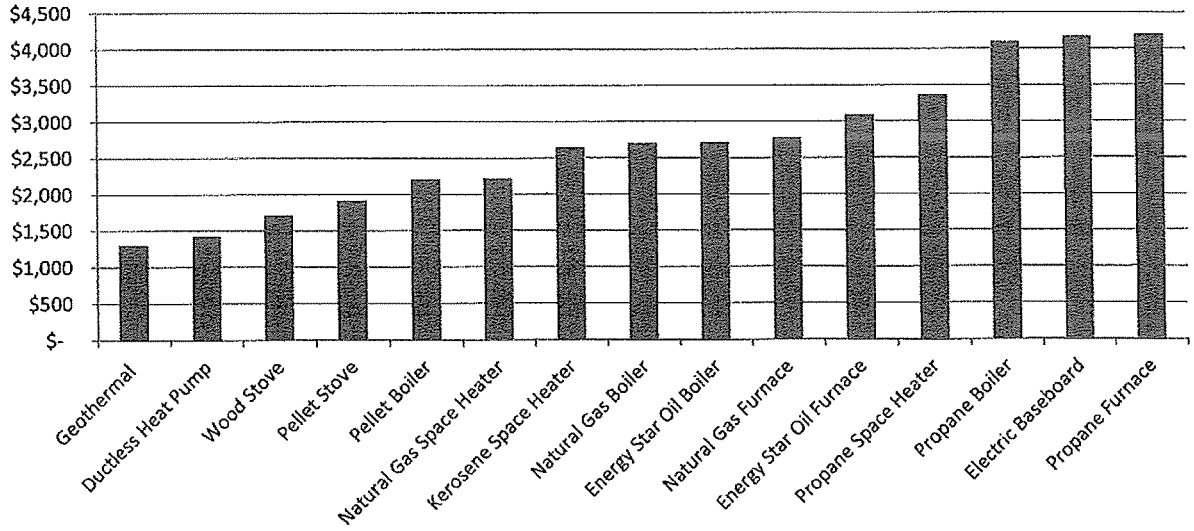

Chart provides a comparison of annual heating costs for common system types and fuels. Chart uses recent pricing, typical efficiency values, and a home heating load equivalent to 1,000 gallons of oil. Comparison chart values updated 3/20/15. Visit efficiencymaine.com for more details and information.

☐ Heating Oil
☐ Service

ESTES OIL & PROPANE

Your Neighborhood Oil Company

☐ Sales
☐ Installation

August 6, 2015

Town of York
Attm: Mike Sullivan
186 York Street
York, ME 03909
Telephone: 363-1040
Job Location: Grant House Route 1 York, ME

We hereby submit specifications and estimates for installing a Buderus G142/45 (158,000 BTU) wall hung propane boiler to replace your pellet boiler. The new boiler will be installed in the basement and will vent out the river side of the main house. With the installation of the new boiler we will need to change some of the boiler piping but will use the existing circulator pumps, relays and zone valves. We will use your existing indirect water heater but will need to separate it from your existing piping manifold and pipe direct into boiler piping so we can properly use your outside reset control. The manifold piping needs to be changed from 1 ¼' piping to a 1' and feed and return will be separated. Because of the way it is piped you are only able to get 70,000 BTU of heat in the building when you require 142,000 BTU to meet connected load. As part of this quote we will disconnect piping and electrical to the pellet boiler in the outside boiler room so it will be ready for sale if you decide to sell it.

All work to be done to Maine State Code and guaranteed for 1 year against all defects.

Payment terms: Due 10 days after completion.

PRICE: $8295.00

2nd Part of Quote:

We would install a 325 gallon horizontal propane tank on the edge of woods and run a gas line to location of small tank at Grant House. We will connect that gas piping, eliminating the small tank, to the new tank and continue another line to new gas boiler. We will need to bury line 12' deep from tank to building (this will require us to rent a Ditch Witch and will require us to contact Dig Safe. Like other propane tanks the town will own this tank also.

PRICE: $1885.00

Michael Estes

Michael Estes

519 U.S. Route 1, Unit 4 • York, Maine 03909-0125 • Tel. 207-363-4172
1204 Main Street, Suite 7 • Sanford, Maine 04073 • Tel. 207-490-9164

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____
Date: _____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Tower RFP – Police Station/Senior Center	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: At the meeting of June 22nd the Board directed me to prepare an RFP for construction of a new communications tower at the existing Police Station property (36 Main St). Because of the proximity to the York Beach Fire Department's station, this tower is a vital component of the Town's emergency communications system. Our discussions at that time were focused on a tower of 100'. Immediately after the meeting I was approached by York Beach Fire Chief Dave Bridges who told me that his Department has significant communications problems and they need this tower to be 140' to provide improvement to service. Chief Bracy confirmed this. The additional height would have the added benefit of increasing the space available for commercial co-locators, so in addition to the one that would build the tower in lieu of rent, there could be other co-location contracts that generate revenue for the Town and that would significantly improve wireless phone and data coverage in Short Sands, Long Sands and other surrounding areas. I want the Board to recognize this change to 140' before I release this RFP.

RECOMMENDATION: I recommend the Board direct the Town Manager to release and advertise the RFP as presented.

PROPOSED MOTION: I move to direct the Town Manager to release and advertise the RFP as presented.

PREPARED BY: Stephen H. Burns, Town Manager _____

Request for Proposal

Communications Tower Lease

Town of York
36 Main Street
York, Maine 03909
Phone: 207-363-1000
Fax: 207-363-1009

TOWN OF YORK
REQUEST FOR PROPOSAL
COMMUNICATIONS TOWER LEASE

The Town of York (the "Town") is soliciting sealed proposals for the construction and lease of a communications tower on the following property operated by the Town: 36 Main Street, Town of York, York County, State of Maine, as shown on the Tax Maps of the Town of York as Map 23, Lot 19, and being further described in the deed recorded in the York County Registry of Deeds at Book 1310, Page 162.

This Request for Proposals (RFP) is concerning (i) [the removal of the existing communications tower,] (ii) the construction and installation of a 140' lattice style communications tower (the "Tower") to be owned by the Town and (iii) the lease of space on [and adjacent to] the Tower for Respondent's own wireless communications facility. This facility can include, but is not limited to cellular telephone, personal communications systems, paging and land mobile radio. The use of the Tower will be on a non-exclusive basis. The Lessee will be reimbursed for the construction costs of the Tower through a rent abatement mechanism.

Sealed proposals will be received until 12:00 noon on September 8, 2015 at the Office of the Town Manager, located at 186 York Street, York, Maine 03909.

RFP copies are available for pickup after noon on August 12, 2015 at the Town Manager's office, York Town Hall, 186 York Street, York, Maine 03909, or available for download at www.yorkmaine.org. The Town will mail a RFP free of charge. Contact Missy Avery by telephone, at (207) 363-1000 or by mail at the above noted address. No RFPs will be mailed out within five days of the RFP deadline.

Stephen H. Burns
Town Manager

Town of York
Request for Proposal – Communications Tower Lease

REQUEST FOR PROPOSALS

1 INTRODUCTION

This Request for Proposals ("RFP") is issued by the Town of York, Maine (hereinafter the "Town") to solicit proposals for the construction, lease, and use of a radio communications tower (the "Tower"). The Respondent of the proposal chosen by the Town will enter into a lease for the construction and use of the Tower substantially in the form attached hereto (the "Lease") and will be solely responsible for the Tower's construction. The use of the Tower, however, will be on a non-exclusive basis. Town emergency communciations equipment shall be located highest on the tower and others below this.

Proposals received shall be for the complete work as specified in the form lease attached hereto. Any proposal which does not conform with the RFP, or which is incomplete, conditional or obscure, or which contains any additions not called for, shall be invalid.

2 PREMISES TO BE LEASED

The Town has an existing communications tower that needs to be removed and replaced with a new 140' lattice style communcations tower to be owned and used by the Town, maintaining the Town's communications capabilities continuously, at the following Town owned site located in York, Maine:

36 Main Street, Town of York, York County, State of Maine

3 LEASE TERM

Each proposal must be for five (5) years. The Lease will automatically extend for four (4) additional five (5) year extensions unless sooner terminated by Lessee. The Lease is subject to additional extensions as set forth in the form Lease.

4 LEASE RATES AND PAYMENT SCHEDULES

The base lease rate is not subject to negotiation and must be clearly identified in the Respondent's proposal. The Respondent's base lease rate will only cover the rental of space from the Town. Rent will increase on each yearly anniversary of the commencement date in an amount equal to three percent (3%) of the previous year's annual rent. Rent will initially be abated until the Lessee is reimbursed for the constructions costs of the new Tower.

5 RESPONDENTS' RESPONSIBILITIES

Respondents must include with their proposal:

5.1 A fully completed "FORM FOR PROPOSAL RESPONSE" which is included in this RFP package.

5.2 Description of antenna system and equipment to be installed including catalogue cuts and space and mounting requirements. Said description to include all transmit and receive frequencies, transmitter output power, and effective radiated power.

5.3 AC power requirements and number and types of telephone lines required (if any).

5.4 Access requirements (how often is access required for maintenance).

6 SITE INSPECTION

The site is available for inspection by any and all Respondents. Each Respondent is encouraged to visit the site to verify the accuracy of this RFP's information and the site's suitability for the Respondent's purposes. Site visits may be scheduled by contacting Mr. Stephen H. Burns, Town Manager, at (207) 363-1000.

7 REQUEST FOR INTERPRETATION

7.1 Notification of Problem with RFP.

Respondents shall promptly notify the Town of any ambiguity, inconsistency, or error they may discover upon examination of this RFP.

7.2 Requests for Clarification or Interpretation

Bidders requiring clarification, or interpretation of the RFP must make a written request to the Town. The Town will answer such requests if received at least seven (7) calendar days before the proposal due date.

7.3 Notification of RFP Changes

Addenda are the sole source of interpretation, correction, or changes to the RFP. The Town is not accountable for any oral instructions.

7.4 Mailing of Addenda

Addenda are by certified mail, return receipt requested, to every individual or firm on record.

8 SUBMISSION OF PROPOSALS

8.1 Proposal Deadline

All Respondents' proposals must be received no later than 12:00 noon on September 8, 2015 at the York Town Hall, 186 York Street, York, Maine 03909, Attn: Stephen H. Burns, Town Manager.

8.2 Identification of Proposals

Respondents must submit all bids in a sealed envelope with the following marked plainly on the outside:

Communications Tower Lease
Proposal Opening Date
Firm Name
Address
Telephone Number
Contact Person

9 AWARD OF CONTRACT

9.1 Ranking of Proposals

The Town reserves the right to grant more than one site license for the available communications tower space. The Town will rank the bids in order from the highest to lowest rental amounts offered. The Respondent offering the highest rental amount will be selected to enter into the Lease. If remaining tower space is available the Town may then award additional site licenses to Respondents offering lower rental amounts. The granting of additional site licenses to any other Respondents may continue, until at the sole discretion of the Town, there is no remaining space available.

9.2 Maximization of Revenue

It is the primary goal of the Town to use this RFP process to improve its emergency communications capabilities while maximizing the revenue generated by the available space. The Town reserves the right to reject the proposals of any Respondents on the basis of their physical space needs. If two or more lower priced Respondents can fit into the space of a higher priced Respondent and provide a larger total rental income, then the Town may reject the bid of a higher priced Respondent.

9.3 Proposal Revisions

There shall be no changes allowed to any proposals after opening.

9.4 Waiver and Rejection

The Town reserves the right to waive any informalities in or to reject any or all proposals if it is in the public interest to do so.

10 FORM OF LEASE

The Lease will be executed on the form for lease included with this RFP.

11 AGENTS

Proposals from Agent(s) on behalf of a prospective tenant are acceptable. The Agent(s) will be working on behalf of the prospective tenant and any fees and/or commissions due the Agent will be the responsibility of the prospective tenant. Agent(s) will have no claims against the Town.

ATTACHMENT A

SITE LOCATION INFORMATION

(SITE ADDRESS with LOCATION MAP - CITY/TOWN STREETS)

FORM FOR PROPOSAL RESPONSE - Section 1

Name of Respondent: _____

Proposed Monthly Rental Amount: _____

Brief description of proposed use of leased space and system configuration: _____

_____

_____

_____

_____

_____

Frequencies

Transmit Frequency

Receive Frequency

Channel No. _____

Channel No. _____

Channel No. _____

Channel No. _____

Channel No. _____

Channel No. _____

FORM FOR PROPOSAL RESPONSE - Section 2

Antennas

_____	_____	_____	_____
Type (Tx/Rx)	Quantity	Type	Approximate Dimensions

Transit Antenna(s):
Length: _____
Diameter: _____
Weight: _____

Receive Antenna(s):
Length: _____
Diameter: _____
Weight: _____

GPS Antenna(s):
Length: _____
Diameter: _____
Weight: _____

Other Antenna(s):
Length: _____
Diameter: _____
Weight: _____

Minimum horizontal separation between respondent's transmit, receive & GPS antennas (in feet): _____

Minimum horizontal separation between respondent's antennas and any other antennas (in feet):
_____

Heliax

_____	_____	_____	_____
Type (Tx/Rx)	Quantity	Type	Heliax Diameter Size

Transit Line(s):
Length: _____
Diameter: _____
Weight: _____

Receive Line(s):
Length: _____
Diameter: _____
Weight: _____

GPS Line(s):
Length: _____
Diameter: _____
Weight: _____

Other Line(s):
Length: _____
Diameter: _____
Weight: _____

Approximate dimensions (length, width and height) of the cabinet the proposed equipment will be installed in: _____
_____

FORM FOR PROPOSAL RESPONSE - Section 3

Number of phone lines required for proposed installation: _____

Estimated total electrical wattage to be drawn by all of the proposed equipment: _____

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

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

Full Corporate Name of Respondent: _____

By (signature): _____

Name and Title: _____

Business Address: _____

Telephone Number: _____

FORM LEASE
(attached)

COMMUNICATIONS TOWER LEASE AGREEMENT

This Agreement, effective as of the later of the dates on which it is signed below (the "Effective Date"), is made by and between **The Inhabitants of the Town of York, Maine**, a body corporate and politic, located at York, in the County of York, and State of Maine, whose mailing address is 186 York Street, York, Maine, 03909, hereinafter designated LESSOR and [_____], a [_____] with its principal office located at [_____] (telephone number _____), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party". The Parties make this Agreement with reference to the following facts, which are incorporated herein and made a part hereof by reference:

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

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

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

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

Construction Phase

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

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

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

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

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

e. Diligence Required; Timeframe. The Construction Phase shall be considered completed upon the Commencement Date of the Lease Term (defined below in the Operational Phase section of this Agreement.) During the Construction Phase, LESSEE shall diligently undertake and pursue the tasks assigned to it with regard to the design, engineering, construction, and installation of the Tower so that the Tower is completed and ready for installation of communications equipment and related appurtenances as expeditiously as possible. The Parties understand and acknowledge LESSOR's goal that the Tower be ready for use and occupancy by [_____.] The Parties also understand and acknowledge that the LESSEE may have the Tower and related compound ready for use before that time and in that case, the Operational Phase of this Agreement may begin and the Commencement Date may occur before LESSOR occupies the Property.

f. Ownership. At all times and for all purposes the Tower, and all related materials - including, but not limited to, surveys, plans, engineering specifications, drawings, warranties, and the like - shall be the property of LESSOR and not of LESSEE. LESSEE shall prepare and

deliver to LESSOR any and all documents of transfer, title, or the like, as may be required or convenient to document and evidence the forgoing. Accordingly, any lessee of the Tower or the Property shall be a tenant of LESSOR and any rent or payments from such lessees shall be fully payable to LESSOR, rather than LESSEE.

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

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

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

i. Transition to Operational Phase. As soon as practicable after completion of the Tower, [and the compound surrounding the Tower, including the availability of utilities within the compound,] LESSEE shall submit is application for a building permit for its shelter and antennas. The date of the issuance of the building permit to LESSEE for its shelter and antennas shall trigger the Commencement Date of the Lease (by the mechanism described in Section 3 below), and the Commencement Date shall mark both the end of the Construction Phase and the beginning of the Operational Phase, at which time the following provisions shall apply:

Operational Phase

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

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

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

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

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [_____] ($[_____]) to be

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts,

such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

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

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

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

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

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

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

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

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

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

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

d. Upon the completion of any maintenance, repair, or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

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

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

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

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest

in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

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

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

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

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

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of York
36 Main Street
York, Maine 03909

LESSEE: [_____]
[_____]
[_____]
[_____]

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

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

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights,

titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

29. DEFAULT.

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

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

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting

Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

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

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

32. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as

though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

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

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply

with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

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

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

(Signature page follows)

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

LESSOR:

THE INHABITANTS OF
THE TOWN OF YORK

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

LESSEE:

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

The following Exhibits are attached hereto and incorporated by reference:

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

Exhibit "A"

(LESSOR's Deed to Property)

Exhibit "B"

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

Exhibit "C"

(Permitted LESSEE Equipment)

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2015	☐ ACTION
DATE ACTION REQUESTED: August 10, 2015	☒ DISCUSSION ONLY
SUBJECT: Public Street Acceptance Ordinance	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: I would like the Board to consider an amendment to the Public Street Acceptance Ordinance to address the fiscal implications of road acceptance votes. This would be proposed for a public vote in May 2016 as it is too late for amendments this November.

There are roughly 150 miles of publicly maintained roads today, and the Town's combined summer and winter road maintenance budgets equal about $3.2M. Doing the math, the annual average cost of road maintenance is $20,000/mile. Since 1970 the voters have accepted approximately 27 miles of roads. Looking back at votes to accept 27 miles of roads, this has a current fiscal impact of just over $1/2M annually. Small incremental decisions have added up to a substantial portion of the tax burden today.

I believe it would be appropriate to alter the manner in which roads are offered to the voters for acceptance. Options include:
1. Require a fiscal note indicating the anticipated annual maintenance cost based on the length of the road.
2. Require the vote to be taken at a budget referendum rather than a general referendum.
3. Include with the vote about acceptance a request for dollars to be added to the highway maintenance budget line items.

A map of streets accepted by the voters since 1970 is attached.

RECOMMENDATION: I seek an informal read of the Board at this time so no formal action is needed.

PROPOSED MOTION: n.a.

PREPARED BY: Stephen H. Burns, Town Manager

Public Road Acceptance Ordinance

Town of York, Maine

Most Recently Amended: May 19, 2012

Prior Dates of Amendment: November 6, 2007

November 2, 1993

Date of Original Enactment: July 24, 1985

ENACTMENT BY THE LEGISLATIVE BODY

Date of the vote to amend this Ordinance: May 19, 2012.

Certified by the Town Clerk: Mary-Anne Szczurowski on May 21, 2012.
(signature) *(date)*

Public Road Acceptance Ordinance

1. **Purpose.** This Ordinance details the standards and procedures for the Town to accept ownership of roads. This Ordinance shall also provide non-binding direction for any Town road construction projects.

2. **Minimum Road Standards.** Any road which is presented for Town acceptance shall meet the following standards:

   A. Right of way shall extend a minimum of 20 feet on each side of center line of road, except right of ways approved by the York Planning Board under subdivision review procedures shall extend 25 feet from center line.

   B. No stumps, wood debris or organic matter shall be covered in the road bed at any depth and no ledge or large boulders shall be left within 18" of the finished road surface. Where necessary to facilitate drainage, line of sight or snow removal, all ledge, large boulders, trees and tree stumps shall be removed from the right of way to a depth of not less than 12" below the road surface. Road grades shall conform in general to the natural terrain.

   C. Culverts shall be reinforced concrete, corrugated aluminum alloy, or high density polyethylene pipe. Culverts and drainage system shall be sized to meet the criteria of a fifty year storm event.

   D. Base gravel shall contain no stones larger than 4" in diameter, shall comply in thickness with the table of standards in §2.J and shall extend the full width of the pavement and shoulders. Crushed gravel that will pass through a 2" square sieve shall be placed over the base gravel, shall comply in thickness with the table of standards in §2.J, and shall extend the full width of the pavement and shoulders.

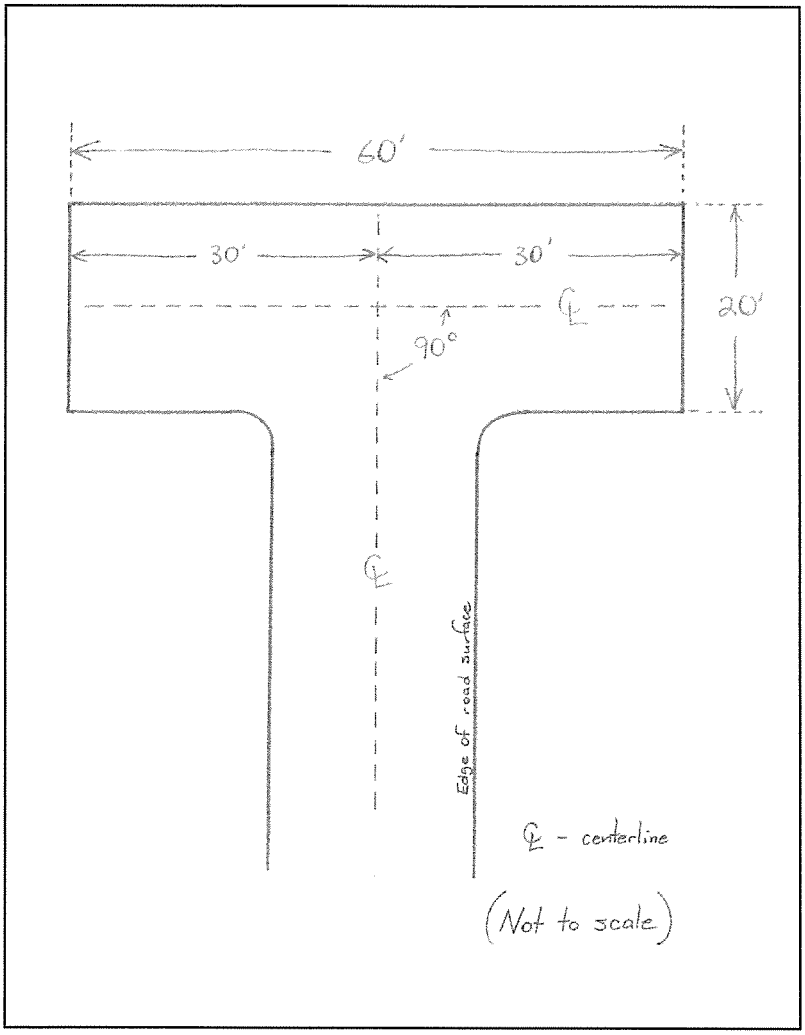
   E. Side slopes, back slopes and ditches shall be graded to a slope not steeper than 1' vertical to 3' horizontal within the right-of-way, and not more than 1' vertical to 2' horizontal outside the right-of-way. Except in ledge, all slopes shall be fertilized and seeded.

   F. A dead-end road shall terminate in one of the following:

      1. for any road, a cul-de-sac turnaround of not less than 75' radius at the property line, with a 60' radius at the outer edge of pavement and a 40' radius at the inner edge of pavement with a pervious, vegetated center island; or

2. for a local road, a hammerhead turnaround shall be permitted in lieu of a cul-de-sac, provided it meets the following design criteria:

Hammerhead Turnaround



G. Where proposed, underground utilities shall be installed prior to the placement of the road base gravel, and all underground utilities shall be stubbed out to the edge of the right-of-way for each possible service connection.

H. The road shall not have less than three dwellings completed for occupancy.

I. Bituminous Concrete (hot top) shall be applied in two courses, a base course and a surface course, each of which shall meet applicable Maine D.O.T. specifications, and which shall comply in thickness with the table of standards in §2.J.

J. Finished standards shall be:

Finished Standards	Local Road	Collector Road	Arterial Road
Min. Pavement Width	18'	20'	24'
Min. Shoulder Width	3'	3'	4'
Min. Centerline Grade	0.5%	0.5%	0.5%
Max. Centerline Grade	7%	6%	5%
Min. Roadway Crown	¼"/foot	¼"/foot	¼"/foot
Min. Centerline Radius	100'	350'	350'
Min. Tangent Between Reverse Curves	50'	150'	150'
Min. Angle of Road Intersections	85°	90°	90°
Design Speed	25	30	35
Max. Grade within 75' of an Intersection	2%	2%	2%
Min. Pavement Edge Radius at Intersection	15'	15'	20'
Min. Roadway Culvert Diameter	15"	15"	15"
Min. Driveway Culvert Diameter	15"	15"	15"
Base Gravel Course	18"	21"	24"
Crushed Gravel Course	3"	3"	3"
Base Course of Bituminous Concrete	2"	2½"	3"
Surface Course of Bituminous Concrete	1½"	1½"	1½"

Numeric minimum and maximum standards shall be interpreted literally as written, not as rounded to these amounts.

K. Road Hierarchy. The following shall apply:
1. A new arterial road shall not be a dead-end road, and must connect directly to an existing arterial road.
2. A new collector road must connect directly to an existing collector or arterial road.
3. A public road must connect directly to an existing public road.

L. Easements. When the road is offered for public acceptance, acceptance may be conditioned upon concurrent receipt of related easements, including but not limited to slope maintenance easements where side slopes extend outside the right-of-way, clearing easements to ensure preservation of safe sight distances at intersections, and drainage easements.

M. Public and Private Responsibilities. The request for a road to be accepted by the Town shall include a statement about the responsibilities for utility bills (as for street lights and fire hydrants) and maintenance of landscaping (as in the center of a cul-de-sac), either linking these responsibilities to road ownership or assigning them permanently to another party. If these responsibilities are assigned to the Town, the Public Works Department shall be permitted to engage in maintenance in the most economical

manner, even to the extent of removing landscaping that is difficult or expensive to maintain, or replacing custom lighting fixtures with standard fixtures. The assignment of these responsibilities to the Town does not ensure continued compliance with design standards in place at the time the road was designed or accepted.

N. Divided Entrances. If the Town accepts a road with a landscaped divider, sign, or other structure at the beginning of the road, the Board of Selectmen may at any time require the divider, sign or other structure to be removed to make snow plowing and maintenance easier and more economical.

3. **Procedures.** The following procedural requirements shall be followed when a road is proposed for Town ownership pursuant to this Ordinance:

A. This Ordinance does not apply to Planning Board development review procedures. Planning Board approval of a road during the development review process does not guarantee compliance with this Ordinance, nor does Planning Board approval guarantee road acceptance by the Town. The Planning Board may impose different standards for road construction pursuant to applicable codes.

B. The owner of a road shall be the party to request public acceptance. The request shall be made in writing, and shall be delivered to the Board of Selectmen, with copies to the Town Manager and the Superintendent of Public Works. The written request shall include the following:

1. A cover letter which summarizes the request.

2. A plan of the road and the road right-of-way, which shall have been recorded at the York County Registry of Deeds prior to the time the road acceptance request is submitted to the Town.

3. A warranty deed to the property within the street right-of-way, and for all easements offered in conjunction with the road.

4. A set of as-built plans, each of which shall be certified by a Maine-licensed Professional Land Surveyor, which shall include the following:

   a. A plan view of the road and right-of-way as constructed, showing:
      1. the right-of-way property boundaries, and information to describe each property boundary which intersects the right-of-way boundary;
      2. survey monumentation and bearings and distances of property boundaries, sufficient to allow ready location of the right-of-way on the ground;
      3. edge of pavement, edge of shoulder, edge of sidewalk, and edge of curb;
      4. complete curve data for all horizontal curves;
      5. turning radii at all intersections;
      6. pavement marking;
      7. road signs;
      8. street lights, utility poles, fire hydrants, pump stations, and other utility features visible on the ground;
      9. elevation contours at not greater than 2' intervals;
      10. other roads which intersect this road, with an indication of ownership (private or public) for each;
      11. indication of the location of the sample cross-section; and
      12. other features as relevant.

   b. A profile plan of the road at a scale not larger than 50'=1" with a vertical exaggeration not in excess of 10:1. This plan shall show the profile of the centerline of the road, and shall indicate grades at critical points along the centerline, and shall include complete curve data for all vertical curves.

   c. A sample cross-section of the road drawn to a horizontal scale no larger than 5'=1" and a vertical scale of 1'=1". The location of this cross-section shall be indicated on the plan view.

   d. A plan showing the size and location of all existing water lines, sewer lines, storm drains, culverts, underdrains and other underground utilities within the right-of-way, including all service feeds to properties along the road.

5. Certification by a Maine-licensed Professional Land Surveyor that all survey monuments shown on the recorded plan and as-built plans exist and have been physically located by the surveyor within 30 days prior to submittal of the road acceptance request.

6. A report by a Maine-licensed Professional Engineer which assesses the road and its compliance with the standards of this Ordinance and its compliance with generally accepted engineering practices.

C. The Superintendent may require data from cores (test borings) be provided for any road proposed for public acceptance to ensure adequacy of construction.

D. The Superintendent shall prepare a written report regarding compliance of the road with the standards of this Ordinance. The opinion shall explicitly address each standard in Section 2 of the Ordinance. The Superintendent shall have the authority, but is not required, to make a recommendation for road acceptance even if the road does not comply with the standards of this Ordinance, provided the road design meets sound engineering standards and practices (for instance, where steeper side slopes may be appropriate through an area of ledge). Any such substitution of standards shall be specifically called out and explained in the report. The report shall also include recommendations for any conditions associated with road acceptance pursuant to this Ordinance, including but not limited to inclusion of easements, responsibility for utility bills, and posting a financial security to guarantee repair of minor defects. This report shall be prepared for and delivered to the Town Manager and Board of Selectmen.

E. Upon receiving the Superintendent's report, the Board of Selectmen shall schedule a public hearing within 30 days to obtain input on the request.

F. Following the public hearing, the Board of Selectmen shall make a decision whether to present the request to the voters. If the Board of Selectmen receives a recommendation for public acceptance from the Superintendent of Public Works, it shall bring the matter to the voters at the next scheduled General or Special General Referendum. The Board of Selectmen may include reasonable conditions relating to road acceptance as part of the ballot question.

G. The ballot question presented to the voters shall include a recommendation for or against passage from both the Superintendent of Public Works and the Board of Selectmen.

H. When a road is accepted by the voters, the effective date of road acceptance shall be the next July 1st following the vote.

4. **Saving Clause.** In the event any provision of this Ordinance is found by a court of competent jurisdiction to be invalid, this finding shall not affect the remainder of this Ordinance.

5. **Effective Date.** This Ordinance, and amendments thereto, shall take effect upon passage by the voters of the Town of York.

Amended:	May 19, 2012 November 6, 2007 November 2, 1993
Originally adopted:	July 24, 1985

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☐ ACTION
DATE ACTION REQUESTED: August 10, 2015	☒ DISCUSSION ONLY
SUBJECT: FY 2016 Proposed Paving Projects	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

On March 20, 2015 the Greater Portland Council of Governments (GPCOG) issued a request for paving bids for the cities and towns in York and Cumberland Counties in an effort to obtain the lowest possible price for paving for the municipalities.

On May 6, 2015 the Greater Portland Council of Governments (GPCOG) opened bids. One responsive bid proposals (Pike Industries - $83.00/ton) was received for the Town of York. Libby Scott, Inc the Town's existing paving contractor submitted a bid of $71.90 directly to the Town of York prior to the GPCOG bid opening. Libby Scott, Inc the Town's existing paving contractor was the low bidder and their FY2016 bid is consistent with the terms of our existing paving contract.

On June 8, 2015 the Board of Selectmen awarded the FY 2016 paving bid to Libby-Scott, Inc.

RECOMMENDATION: The Department proposes the attached list of paving projects for FY2016.

PROPOSED MOTION:

FISCAL IMPACT: Libby-Scott Inc's price per ton for paving is $71.90. The following table shows the life cycle impact of current funding levels.

Comparison Values	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016
Price Per Ton	$64.50	$64.50	$66.50	$72.00	$70.50	70.50	$71.90
Percentage Increase		0%	+3.0%	+8.3%	-2.4%	0%	+2.0%
Price Per Mile	$87,410	$87,410	$90,120	$97,397	$95,368	$95,368	$97,262
(5,280'*21'*2")							
Funding Level	$492,600	$492,600	$417,600	$537,409	$512,409	$512,409	$550,000
Miles Paved	5.64 miles	5.64 miles	4.63 miles	5.52 miles	5.37 miles	5.37 miles	5.65 miles
Paving Cycle	24 years	24 years	29 years	25 years	25 years	25 years	24 years

DEPARTMENT LINE ITEM ACCOUNT: 100.0303.9606
BALANCE IN LINE ITEM IF APPROVED: $550,000

PREPARED BY: __Dean Lessard_____ REVIEWED BY: _____

FY2016 Pavement Preservation Program

Proposed FY2016 Asphalt Rubberized Chip Seal Surface Treatment

Chip Seal/ SQYDS: $4.65

Name	From	To	Scope	Shim/Base (inches)	Surface (inches)	Length (Ft)	Width (Ft)	Shim Quanity (Tons)	Surface Quanity (Sq.Yds.)	Shim Paving Estimate	Surface Chip Seal Estimate	Treatment Total ($)	Entrances (#)	Affected Utilities	Culverts (#)	Curb (Y/N)	Schedule
			Seal/AR	0.00	0.50	0	0	0	0	0	$0	$0					
			Seal/AR	0.00	0.50	0	0	0	0	0	$0	$0					
			Seal/AR	0.00	0.50	0	0	0	0	0	$0	$0					
			Seal/AR	0.00	0.50	0	0	0	0	0	$0	$0					
			Seal/AR	0.00	0.50	0	0	0	0	0	$0	$0					
					Sub Total (Ft.):	**0**		0	0	$0	$0	**$0**					
					Total (miles):	**0.00**				$0	$0	**$0**					

Proposed FY2016 Asphalt Rubberized Chip Seal Surface Treatment

Chip Seal/ SQYDS: $4.65

Name	From	To	Scope	Shim/Base (inches)	Surface (inches)	Length (Ft)	Width (Ft)	Shim Quanity (Tons)	Surface Quanity (Sq.Yds.)	Shim Paving Estimate	Surface Chip Seal Estimate	Treatment Total ($)	Entrances (#)	Affected Utilities	Culverts (#)	Curb (Y/N)	Schedule
			Shim/Seal	0.75	0.00			0	0	$0	$0	$0	$0				
			Shim/Seal	0.75	0.00			0	0	0	$0	$0	$0				
			Shim/Seal	0.75	0.00			0	0	$0	$0	$0	$0				
			Shim/Seal	0.75	0.00			0	0	0	$0	$0	$0				
					Sub Total (Ft.):			0	0	$0	$0	**$0**					
					Total (miles):	**0.00**				$0	$0	**$0**					

Proposed FY2016 Maintenance Paving Projects

Name	From	To	Scope	Shim/Base (inches)	Surface (inches)	Length (Ft)	Width (Ft)	Quanity (Tons)	Paving Estimate	Surface Quanity (Sq.Yds.)	Running Total ($)	Actual Cost ($)	Balance ($)	Utilities	Culverts	Curb	Schedule
Eureka Ave	Scott Ave	York St	Overlay	0.75	1.00	1450	21	325	$29,255		$29,255	$0	$29,255	YWD/YSD	?	No	Spring 16
Scott Ave	Woodbridge Rd	Eureka	Overlay	0.75	1.00	1275	20	272	$24,499		$53,754	$0	$24,499	YWD/YSD	?	No	Spring 16
Sheru Ave	Woodbridge Rd	Scott Ave	Overlay	0.75	1.00	1275	22	299	$26,949		$80,703	$0	$26,949	YWD/YSD	?	No	Spring 16
York Street	Norwood Farms Rd	Aldis Ln	Overlay	0.75	1.50	1359	40	746	$67,148		$147,851	$0	$67,148	YWD/YSD	?	Yes	Spring 16
Eastern Point Rd	Norwood Farms Rd	Norwood Farms	Overlay	0.75	1.00	1075	18	207	$18,591		$166,442		$18,591	?	?	No	Spring 16
Chases Pond Rd	Spur Road	Perkins Court	Overlay	0.75	1.50	1450	38	756	$68,062		$234,504	$0	$68,062	None	?	No	Fall 15
Chases Pond Rd	Perkins Court	Scituate Rd	Overlay	0.75	1.50	1775	28	682	$61,392		$295,896	$0	$61,392	None	?	No	Fall 15
Old East Scituate	Chases Pond Road	Cul-de-Sac	Overlay	0.75	1.00	1600	21	359	$32,281		$328,177		$32,281	None	?	No	Fall 15
Clay Hill Rd	Moulton Farm Rd	Greenleaf Rd	Overlay	0.75	1.25	2700	21	692	$62,257		$390,434	$0	$62,257	None	?	No	Fall 15
Mountain Rd	Clay Hill	Mountain View Ln	Overlay	0.75	1.25	5175	21	1,326	$119,325		$509,759		$119,325	None	?	No	Fall 15
Old Mountain Rd	Mountain Rd	Dead End	Overlay	0.75	1.00	2800	18	538	$48,422		$558,181		$48,422	None	?	No	Fall 15
Ellis Lane	Josiah Norton Rd	Dead End	Overlay	0.75	1.00	900	17	163	$12,936		$571,116		$12,936	None	?	No	Fall 15
Church St Ext	Long Beach Ave	Airport Dr	Overlay	0.75	1.00	250	21	56	$4,439		$575,555		$4,439	YWD/YSD	?	No	Fall 15
Airport Drrive Ext	Airport Drive	Broadway Ave	Overlay	0.75	1.00	550	20	117	$9,300		$584,855		$9,300	YWD/YSD	?	No	Fall 15
Gunnison Rd	Ridge Rd	Dean Rd	Overlay	0.75	1.00	900	25	240	$21,617		$606,472	$0	$21,617	None	?	No	Fall 15
Dean Rd	Gunnison Rd	Trafton St	Overlay	0.75	1.00	1900	25	507	$45,636		$652,107	$0	$45,636	None	?	No	Fall 15
					Sub Total:	**26,434**		**7,286**	**$652,107**	**$0**		**$0**	**$652,107**				
					Total:	**5.01**			**$652,107**	**$0**		**$0**	**$652,107**				

FY 2015 Under Construction:

FY 2015 Paving Completed:

Proposed FY2016 Capital Projects & KACTS Projects

Name	From	To	Scope	Shim/Base (inches)	Surface (inches)	Length (Ft)	Width (Ft)	Quanity (Tons)	Paving Estimate	Reclaim	Running Total ($)	Actual Cost ($)	Balance ($)	Utilities	Culverts	Curb	Schedule
								0	$0	$0	$0	$0	$0				
								0	0	0	$0		$0				
								0	$0	$0	$0		$0				
									$0	$0	$0						
					Sub Total:	**0**		**0**	**$0**	**$0**		**$0**	**$0**				
					Total:	**0.00**			**$0**	**$0**		**$0**	**$0**				

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Fund Balance Policy	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: At the meeting of July 6th the Board decided to consider amendment of its Fund Balance Policy. Following the auditor's presentation of May 11th, it was clear that the current policy is no longer adequate with respect to current standards, namely GASB Statement No. 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The old concept of a single fund balance has been replaced with a newer set of 5 sub-categories of fund balance.

There are 5 types of fund balance. I have provided information from a publication to each of the Board members in their mail boxes – copyrighted materials not suitable for us to post on the web. I have also provided copies of the handout from the auditors from the May 11th meeting.

I have prepared a proposed amendment to the Policy, which is attached. First, I propose that the Unassigned Fund Balance be held between 9 and 17% of the combined Town and School operating budgets. This is one to two months of expenses. This is the range recommended by the Auditors. I note the Government Finance Officers Association recommends 17% as a minimum. Second, I have recommended establishment of a $1M Committed Fund Balance that would be used in cases of emergency only – big storms, severe impacts to the tax base, etc. – that would have an impact to the Town in excess of $100,000.

RECOMMENDATION: I recommend the Board amend the Fund Balance Policy as proposed.

PROPOSED MOTION: I move to amend the Fund Balance Policy as proposed.

PREPARED BY: Stephen H. Burns, Town Manager _____

C.

Selectmen's Policy on Fund Balance

The Board of Selectmen shall maintain a fund balance between 8%-12% of the gross Town and School Budgets.

As required by Article II, Section 6.B. of the Charter, the Board of Selectmen shall annually determine how much and for what purposes any excess fund balance shall be used. Their recommendation shall be submitted to the Budget Committee with the Town Managers annual Budget.

Adopted 07/07/2003
Amended 01/24/2011

Selectmen's Policy on Fund Balance

Adopted: July 7, 2003
Amended: January 24, 2011

DRAFT: August 5, 2015

~~The Board of Selectmen shall maintain a fund balance between 8% - 12% of the gross Town and School Budgets.~~

Unassigned Fund Balance

As a primary goal, the Board of Selectmen shall maintain the Town's Unassigned Fund Balance in an amount between 9% and 17% of the gross combined Town and School operating budgets. Any time the balance is below this range the proposed Town operating budget shall include a request to raise funds specifically to return the balance to within this range. This may occur over a period of up to three years.

As required by Article II, Section 6.B of the Charter, the Board of Selectmen shall annually determine how much and for what purposes any excess *Unassigned Fund Balance* ~~fund balance~~ shall be used. Their recommendation shall be submitted to the Budget Committee with the Town Manager's annual Budget.

Committed Fund Balance

When the Town is in compliance with the primary goal, the Board of Selectmen shall propose to establish and fund a Committed Fund Balance, to be used for cost exceedances relating to unanticipated emergencies that would have a total cost impact on the community of $100,000 or more. The total of this fund shall not exceed $1,000,000. This fund may be utilized only by a vote of Board where at least 3 members vote in the affirmative.

TOWN OF YORK

FINANCIAL OVERVIEW

Presented by:
Casey Leonard and Jennifer Conners
RUNYON KERSTEEN OUELLETTE

Recently, the Town of York completed the financial audit process. The School Department is part of the Town and has been included in the Town's financial statements. We are pleased to report that the Town received an unmodified opinion, which means the financial statements are fairly stated in all material respects. Further, the Town reported no significant deficiencies or material weaknesses related to its internal controls. The remainder of this publication is dedicated to providing you with the financial results for fiscal year 2014. We hope you find this information useful and understandable. Finally, we wish to express our appreciation to all those who were so helpful to us during the audit process. It truly is a pleasure working with your staff.

INSIDE

2. General Fund – Assets
3. General Fund – Liabilities
4. General Fund – Revenues
5. General Fund – Expenditures
6. General Fund – Fund Balance
7. General Fund – Fund Balance, School Department and Town
8. Unassigned Fund Balance as a Percentage of Budget
9. Unassigned Fund Balance as a Percentage of Budget, as Compared to Other Local Communities, FY 2013-2014
10. Long Term Debt
11. Long Term Debt, as Compared to Other Local Communities
12. Debt service, as compared to Other Local Communities

About this presentation

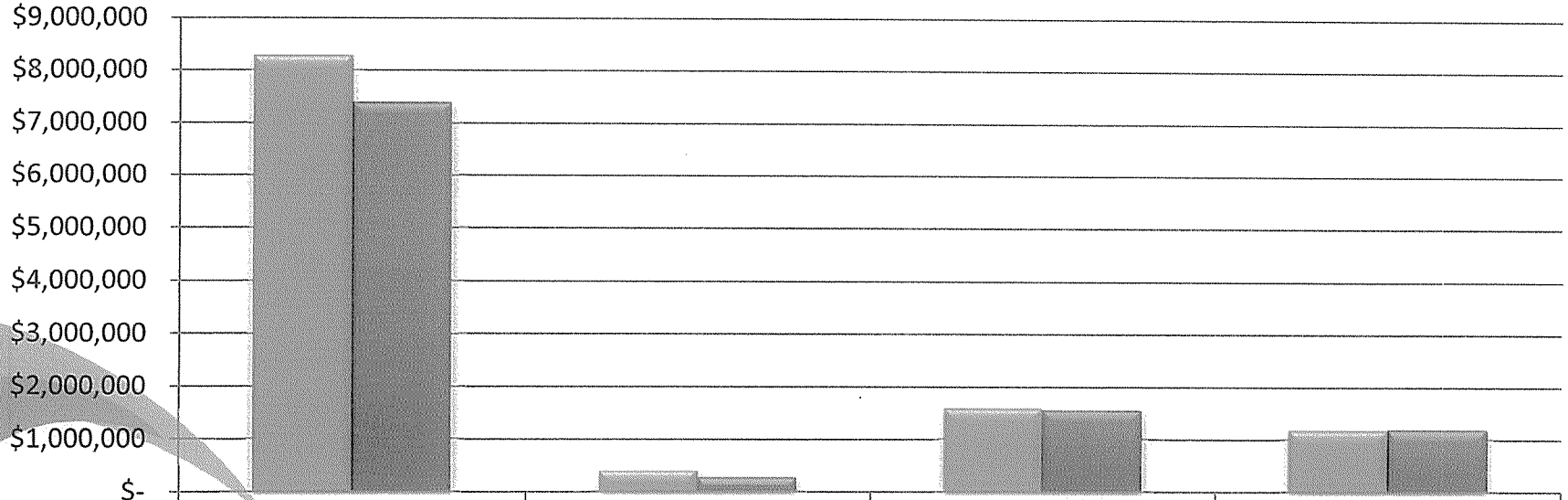
This presentation is intended as a tool to assist the Board of Selectmen, Budget Committee and management in understanding its financial operating results. The information contained in this publication should be read in conjunction with the audited financial statements and related disclosures and should not be used for any other purposes without the expressed consent of *RUNYON KERSTEEN OUELLETTE*.

Please contact us at 207-773-2986 or 1-800-486-1784
20 Long Creek Drive, South Portland, ME 04106

RKO
Runyon Kersteen Ouellette

TOWN OF YORK

GENERAL FUND - ASSETS



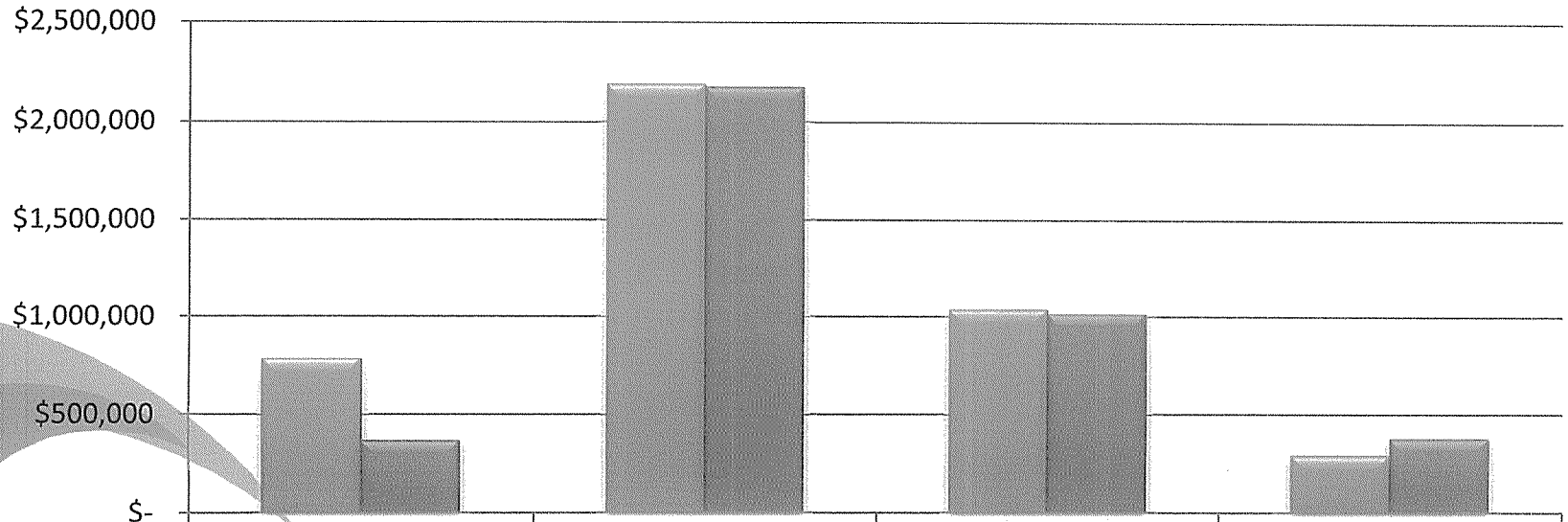
	Cash	Accounts receivable	Taxes and liens	Prepaid items
2014	$8,267,244	$410,985	$1,601,455	$1,192,144
2013	$7,382,395	$267,369	$1,562,850	$1,193,190

Observations:

- The 2014 **cash** balance (which is net of the interfund loan activity) increased by approximately $885k.
- **Accounts receivable** changed as a result of the timing of receipts at year end.
- **Outstanding taxes and liens** increased by $39k due to an increase in the tax commitment, while the collection rate remained steady.
- **Prepaid items** represent prepaid debt service and employee benefits.

TOWN OF YORK

GENERAL FUND - LIABILITIES



	Accounts payable	Accrued payroll	Unavailable revenue - property taxes	Other liabilities
2014	$782,337	$2,185,981	$1,033,422	$289,802
2013	$365,140	$2,175,546	$1,014,852	$373,431

Observations:

- Changes in **accounts payable** and **accrued payroll** are a result of the timing of payments at year end. Accrued payroll represent payroll earned prior to June 30, but paid in July and August, the largest portion of which is composed of teacher summer salaries.
- **Unavailable revenue – property taxes** represent taxes still unpaid 60 days after the end of the year. This amount is not recognized as revenue in the current year per Generally Accepted Accounting Principles.

TOWN OF YORK

GENERAL FUND - REVENUES

	Budget	Actual	Variance
Taxes	$ 42,734,825	$ 42,896,028	$ 161,203
Licenses and permits	280,630	310,762	30,132
State revenue sharing	505,000	301,520	(203,480)
Education subsidy	925,376	1,295,527	370,151
Other intergovernmental	358,496	417,768	59,272
Charges for services	994,327	827,816	(166,511)
Other revenues	533,335	649,074	115,739
Total revenues	**46,331,989**	**46,698,495**	**366,506**
Use of fund balance	1,053,945	-	(1,053,945)
Carryforward balances	1,043,002	-	(1,043,002)
Transfers in and appropriations for reserve accounts	-	391,036	391,036
Total revenues and other sources	**$ 48,428,936**	**$ 47,089,531**	**$ (1,339,405)**

Observations:

- **Tax revenue** was over budget due to increased excise taxes related to increased auto registrations, and unbudgeted supplemental taxes.
- **State revenue sharing and Education subsidy** varied from the budget due to changes in funding formulas at the State level.
- **Other intergovernmental revenues** were over budget due to the better -than-anticipated rural road payments and State agency client reimbursements.
- **Charges for services** were under budget due to the discontinuation of a contract for York Hospital patrol services.
- **Other revenues** were over budget due to the unbudgeted sale of Town property, offset by lower than anticipated interest revenue.

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TOWN OF YORK

GENERAL FUND - EXPENDITURES

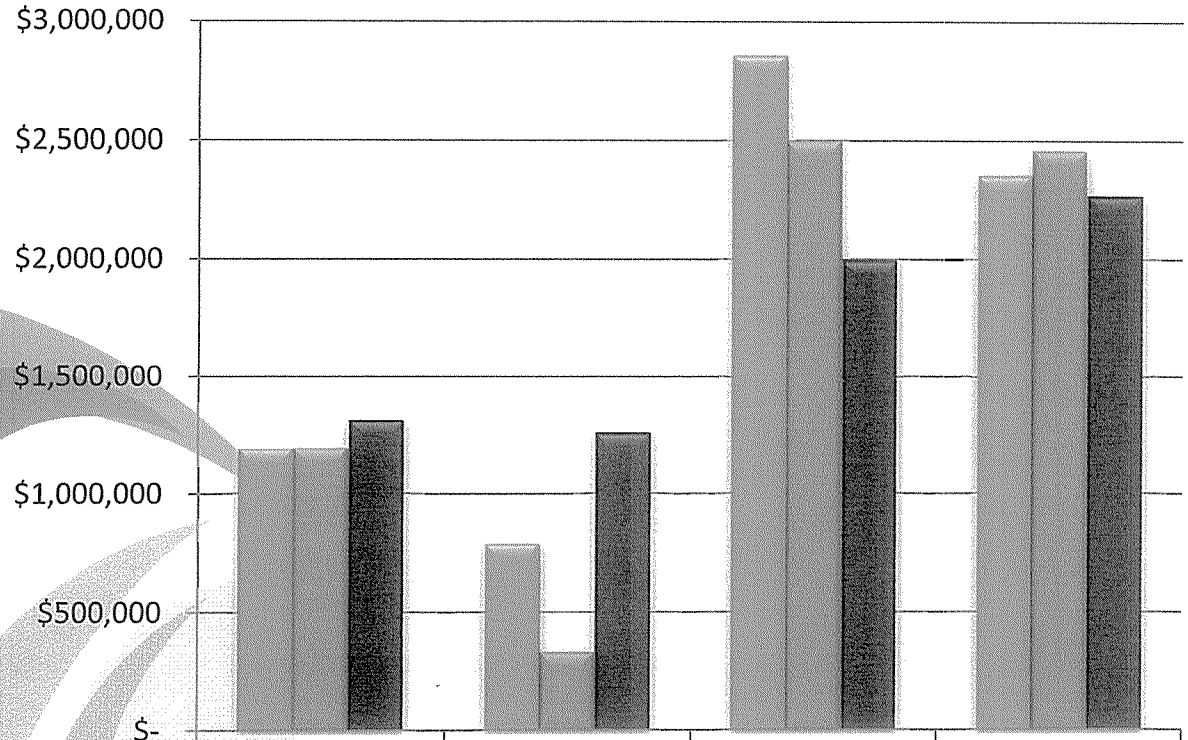
	Budget	Actual	Variance
General government	$ 2,463,430	$ 2,302,951	$ 160,479
Public safety	6,163,133	5,905,780	257,353
Public works	4,066,272	4,057,549	8,723
Parks and recreation	926,157	909,541	16,616
Public assistance	375,897	327,349	48,548
Library	462,906	462,906	-
Education	27,151,804	27,031,361	120,443
County tax	2,406,949	2,384,100	22,849
Unclassified	713,079	371,431	341,648
Capital outlay	1,529,228	451,082	1,078,146
Debt service (excluding education-related)	1,981,513	1,973,982	7,531
Total expenditures	**48,240,368**	**46,178,032**	**2,062,336**
Transfers and appropriations to reserve accounts	35,000	381,981	(346,981)
Transfers out	153,568	207,474	(53,906)
Total expenditures and other financing uses	**$ 48,428,936**	**$ 46,767,487**	**$ 1,661,449**

Observations:

- **General government expenditures** were under budget due to lower –than-expected contract costs. In addition, Finance Department salaries were under budget due to turnover.
- **Public safety expenditures** were under budget as Police salaries and related costs were lower-than-anticipated due to unfilled positions. In addition, the Fire Department had lower salary costs due to overtime that was budgeted but not used.
- **Education expenditures** were under budget due to unused contingency amounts, and lower-than-expected costs related to maintenance, transportation, special education and athletics.
- **Unclassified expenditures** were under budget primarily due to budgeted but unused contingency costs and lower-than-expected abatement costs.
- **Capital outlay expenditures** were under budget as certain projects were not completed or were delayed in the current-year. Budgeted amounts have been carried forward to future years.

TOWN OF YORK

GENERAL FUND – FUND BALANCE



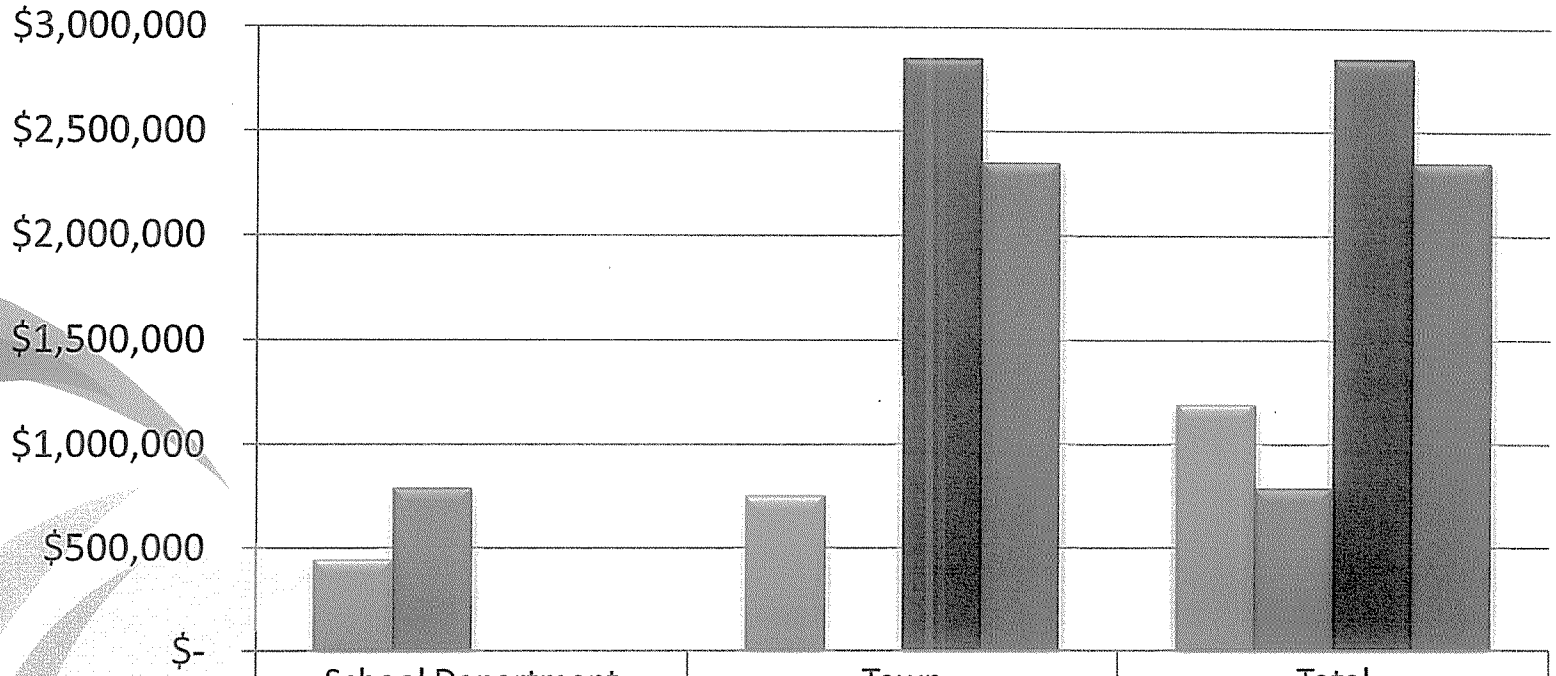
	Non-spendable	Restricted	Assigned	Unassigned
2014	$1,192,144	$786,179	$2,849,852	$2,352,111
2013	$1,193,190	$334,330	$2,494,477	$2,454,838
2012	$1,314,379	$1,258,639	$1,994,051	$2,268,442

Definitions and Observations:

- **Nonspendable fund balance** represents resources which cannot be spent because they are not in a spendable form.
- **Restricted fund balance** is composed of resources with constraints placed on their use externally imposed by creditors, grantors, contributors or laws or regulations of other governments.
- **Assigned fund balance** represents resources that are constrained by the Town's intent to be used for specific purposes and changes annually based on the status of projects and appropriations.
- **Unassigned fund balance** is what remains after amounts recognized in other categories and decreased approximately $103K from 2013 to 2014.

TOWN OF YORK

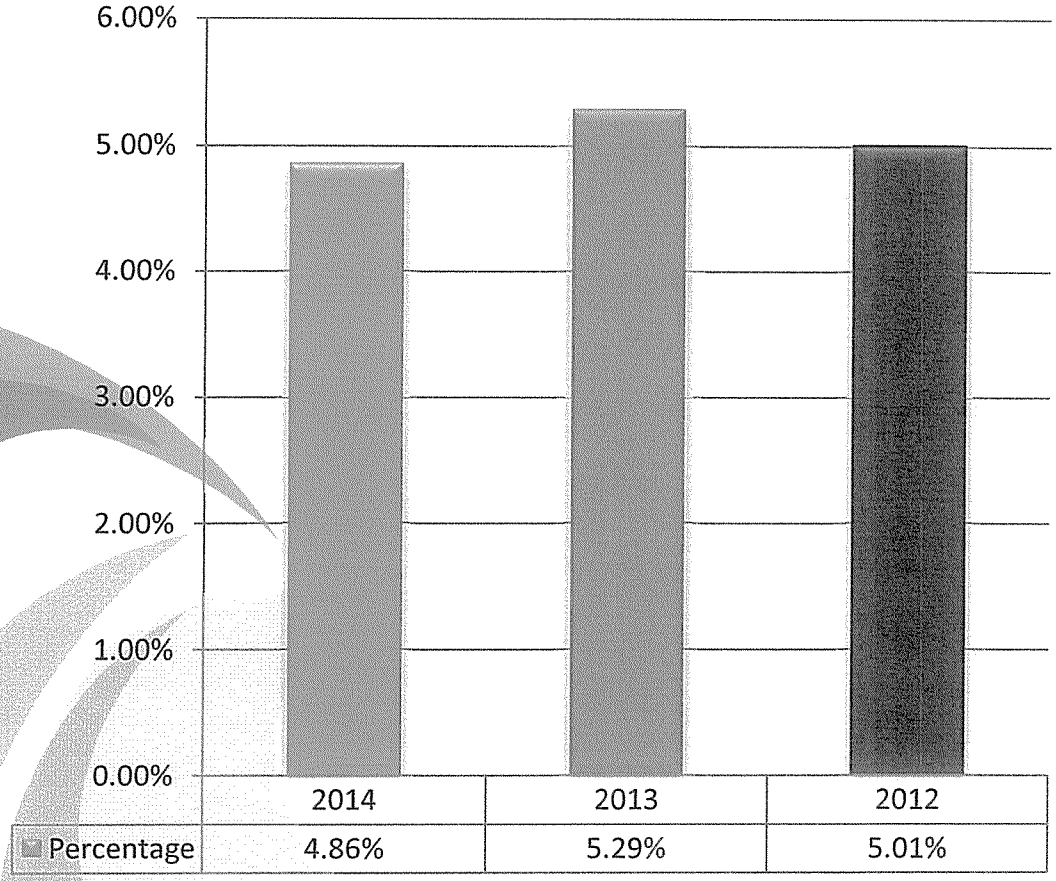
GENERAL FUND – FUND BALANCE, SCHOOL DEPARTMENT AND TOWN



	School Department	Town	Total
Nonspendable	$442,737	$749,407	$1,192,144
Restricted	$786,179	-	$786,179
Assigned	-	$2,849,852	$2,849,852
Unassigned	-	$2,352,111	$2,352,111

TOWN OF YORK

UNASSIGNED FUND BALANCE AS A PERCENTAGE OF BUDGET

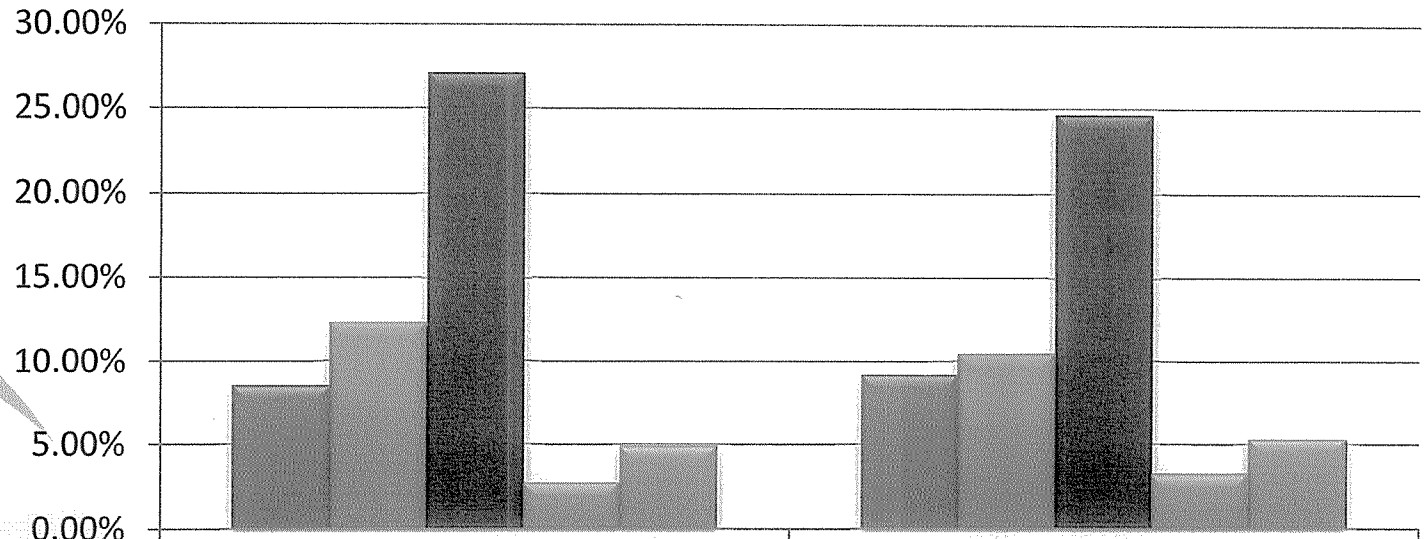


Observations:

- Fund balance provides working capital for the Town and enhances its credit worthiness.
- We generally recommend one to two months of expenditures, which equals 8.3% to 16.7%.

TOWN OF YORK

UNASSIGNED FUND BALANCE AS A PERCENTAGE OF BUDGET - AS COMPARED TO OTHER LOCAL COMMUNITIES, FY 2013 - 2014



	2014	2013
Cape Elizabeth	8.49%	9.15%
Gorham	12.35%	10.46%
Falmouth	27.03%	24.67%
Yarmouth	2.70%	3.23%
York	4.86%	5.29%

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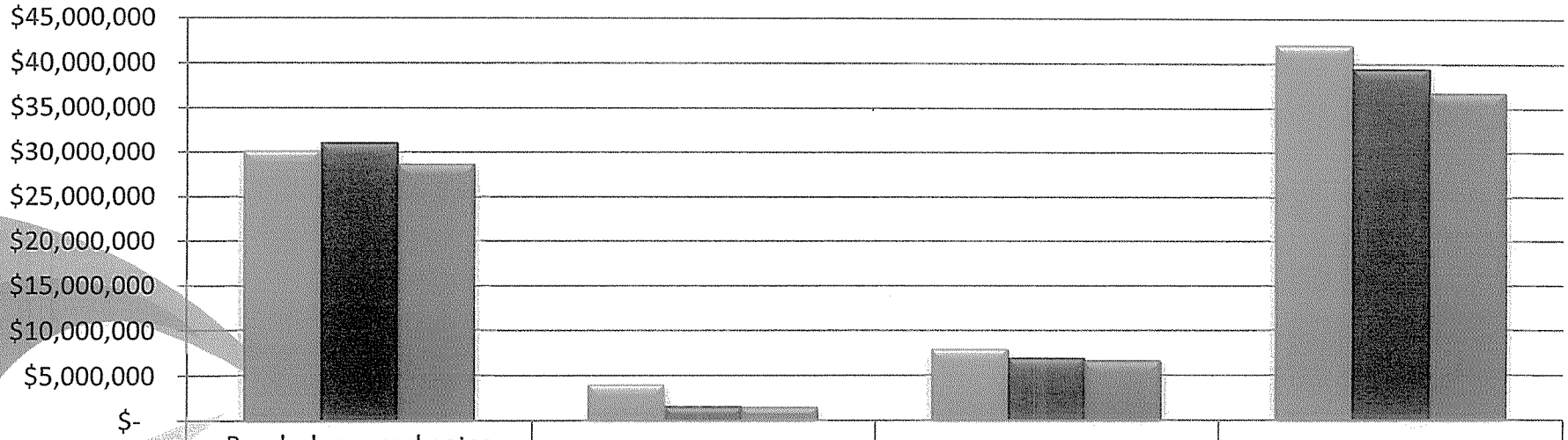
TOWN OF YORK

Long Term Debt



	Bonds, loans and notes payable	Capital leases	Long term interest	Total
2014	$30,090,023	$3,970,006	$7,901,659	$41,961,688
2013	$31,005,797	$1,515,206	$6,943,581	$39,464,584
2012	$28,641,346	$1,468,452	$6,546,071	$36,655,869

Observations:

- **Bonds, loans and notes payable** decreased as principal payments on long term obligations outpaced current year issuances.

- **Capital leases** have increased over the past three years as the School Department has increased its reliance on capital leases for the financing of asset acquisitions

- **Long term interest** represents interest due over the terms of the bonds, notes, loans and capital leases combined.

TOWN OF YORK

Long Term Debt – As Compared to Other Local Communities

	Bonds	Capital leases	Long-term Interest	Total Debt	Population	Debt per capita
Cape Elizabeth	$ 13,807,003	$ 346,557	$ 2,190,061	$ 16,343,621	9,015	$ 1,570
Falmouth	$ 58,820,000	-	$ 26,226,974	$ 85,046,974	11,185	$ 5,259
Gorham	$ 38,132,080	$ 481,939	$ 9,295,312	$ 47,909,331	16,381	$ 2,357
Yarmouth	$ 18,781,522	$ 140,000	$ 4,291,240	$ 23,212,762	8,349	$ 2,266
York	$ 30,090,023	$ 3,970,006	$ 7,901,659	$ 41,961,688	12,529	$ 2,718

Observations:

- Long term debt amounts exclude enterprise fund debt and premiums or discounts on debt and include school department debt.
- Debt per capita calculations exclude long term interest and premiums or discounts on debt.

TOWN OF YORK

Debt Service – As Compared to Other Local Communities

	Cape Elizabeth	Falmouth	Gorham	Yarmouth	York
Debt Service –Town General Fund	$ 927,878	$ 305,493	$ 1,388,142	$ 924,351	$ 1,973,982
Debt Service – School General Fund	$ 1,288,591	$ 4,322,513	$ 3,573,705	$ 1,397,425	$ 1,614,248
Total Debt Service – General Fund	$ 2,216,469	$ 4,628,006	$ 4,961,847	$ 2,321,776	$ 3,588,230
School Debt Service as a % of School GF Expenditures	5.86%	14.29%	10.90%	6.85%	5.97%
Total Debt Service as a % of Total GF Expenditures	6.72%	11.28%	9.83%	7.50%	7.77%
Debt service – other governmental funds	-	-	-	133,425	-

Observations:

- Debt service amounts exclude enterprise fund debt.

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Fast Track Procedures Policy	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: At the meeting of July 6th the Board decided to consider amendment of its Fast Track Procedures Policy. I don't believe this policy is necessary or appropriate, particularly in light of a desire for greater transparency in governmental actions. I recommend the Board simply delete this policy. A copy is attached.

If the Board would still like to have this sort of mechanism, we could develop a consent agenda policy later after we complete our review of existing policies. This approach simply allows Board members to be polled at the start of a meeting to see if there is unanimous agreement for approval of certain items, and to group these items for a single vote. This could be a useful time-saver, but it also runs the potential of reducing transparency.

RECOMMENDATION: I recommend the Board repeal the Fast Track Procedures Policy.

PROPOSED MOTION: I move to repeal the Fast Track Procedures Policy.

PREPARED BY: Stephen H. Burns, Town Manager

a.

Fast Track Procedures

Purpose:

The purpose of this policy is to permit the Town Manager to accomplish routine tasks with the input and advice of the Board of Selectmen, but without the time delays caused by the need to schedule these items for regular meetings. The policy is also intended to allow the Board of Selectmen to dedicate more of their meeting time to substantive issues.

Procedures:

1. *The Town Manager must provide the Board of Selectmen with a form that outlines the issue and provides a place for each Selectman to sign the form and write comments.*
2. *The Town Manager may seek approval over the telephone but must provide the Selectman who is contacted by phone with any comments made by other Selectmen.*
3. *A Selectman's individual approval is not required if they are known to be away for an extended period of time. Upon their return, they will be provided with copies of all approvals given in their absence.*
4. *Except as provided in #3, all approvals must be unanimous. If an individual Selectman objects to an item, the item must be brought up in open session.*
5. *All items receiving fast track approval must be read at the next open session and included in the meeting minutes and made available to the press and public.*

Original Adoption July 26, 1994

Amended May 26 1998

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 5, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Abatement of Building Permit Fees	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board of Selectmen have a policy that allows abatement of building permit application fees for repair or reconstruction after a fire. Following the fire Sunday evening at Rick Ciampa's building at 242 York Street, I approached Mr. Ciampa to see if this would help him as he looks to repair the damage. I believe this is important to offer because York has so few apartment buildings and it is vital that we help bring these affordable units back into use. He indicated he would appreciate this relief.

While the Selectmen's policy states this should be a written request from the owner, I offered to make this request on the owner's behalf thinking he probably had more pressing demands on his time. If the Board wants this I would suggest simply conditioning the fee waiver upon receipt of a written request from the owner.

RECOMMENDATION: I recommend the Board waive the building permit application fees for fire-related repairs at 242 York Street.

PROPOSED MOTION: I move to waive the building permit application fees for fire-related repairs at 242 York Street.

FISCAL IMPACT: likely a few hundred dollars of permit fees will be foregone

DEPARTMENT LINE ITEM ACCOUNT: n.a.

BALANCE IN LINE ITEM IF APPROVED: n.a.

PREPARED BY: Stephen H. Burns, Town Manager

j.

ABATEMENT OF BUILDING PERMIT APPLICATION FEES

The Board of Selectmen for the Town of York recognizes the fact that natural disasters, such as fires, floods, etc. do, from time to time, occur. Said disasters may cause extensive damage to property in the Town which may ultimately require the property owner(s) to demolish any damaged structures, and totally rebuild or otherwise rehabilitate said property.

In such cases, the municipal officers for the Town of York may waive building permit application fees necessary for a property owner to replace any destroyed structure(s). The intent of the municipal officers is that said fee(s) be waived up to the fee that would be levied to rebuild said structure(s) based on the most recent property assessment valuation prior to the applicable disaster. Requests for abatement under this policy are to be made in writing by the applicable PROPERTY OWNER(S) AND WILL BE CONSIDERED BY THE Board of Selectmen during a regular Selectmen's meeting held as soon after receipt of the request as feasible possible.

Adopted January 10, 1995
Readopted May 13, 1997
Readopted May 26, 1998

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 6, 2015	☐ ACTION
DATE ACTION REQUESTED: August 10, 2015	☒ DISCUSSION ONLY
SUBJECT: November Warrant Preview	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached is a draft of the warrant for the November General Referendum. As things stand at this time I anticipate 7 ordinance amendments; 3 Comp Plan amendments (York Village Plan, stormwater, Sewer Map); one land acceptance (Norton/Bath House); one land release (to York Housing); and one road acceptance (Hannaford Drive).

RECOMMENDATION: No action is required. Any input welcome.

PROPOSED MOTION: n.a.

PREPARED BY: Stephen H. Burns, Town Manager

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

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

Greetings:

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

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

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

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

YES ____ NO ____

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

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

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

YES ____ NO ____

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

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

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

YES ____ NO ____

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

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

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

YES ____ NO ____

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

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

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

YES ____ NO ____

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

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

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

YES ____ NO ____

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

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

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

EIGHT: The Town hereby ordains amendments to the **Comprehensive Plan** to **York Village Plan**....

Statement of Fact: .....

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

NINE: The Town hereby ordains amendments to the **Comprehensive Plan** to **Stormwater Chapter** ....

Statement of Fact: .....

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

TEN: EIGHT: The Town hereby ordains amendments to the **Comprehensive Plan** to **Sewer Map**....

Statement of Fact: .....

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

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

Statement of Fact: If approved, the Town will issue a quit claim deed at no cost to release any interest it may still have in property believed owned by York Senior Housing, Inc.. The Town acquired this property in 1837, and sold it following authorization by the voters on July 14, 1962. A surveyor researching this property believes the deed drafted for this 1962 sale included an error because it failed to describe a portion of the parcel. This defect in the deed now clouds the title. By releasing any remaining interest in this parcel, York Housing will be able to utilize this property.

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

TWELVE: The Town hereby **Land Acceptance** at **Norton** .....

Statement of Fact: .....

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

THIRTEEN: The Town hereby ordains **Road Acceptance** at **Hannaford Drive** .....

Statement of Fact: .....

Board of Selectmen recommends approval (0-0)

YES ____ NO ____

REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2015	☒ ACTION
DATE ACTION REQUESTED: August 10, 2015	☐ DISCUSSION ONLY
SUBJECT: Special Event Permit Applications	

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval.
Options available to the Board: 1) Approve/Deny all Special Event Permit Applications listed below in one motion. 2) Approve/Deny Special Event Permit Applications in separate motions

1. Flashmob – August 15, 2015
2. Harvest Cup – October 10-12, 2015

RECOMMENDATION: Approve all Special Event Permit Applications in one motion.

PROPOSED MOTION: I move to approve the following Special Event Permit applications subject to all, if any, conditions given by Department Heads:

Parks and Recreation's Flashmob – August 15, 2015
York Soccer Club's Harvest Cup – October 10-12, 2015

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: _____ REVIEWED BY: _____

Town of York, Maine
Special Event Permit Application

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

Date: 7/20/15

Name of Event: York parks and Recreation Dept. Flash Mob

Type of Event: Flash Mob

Organization Name: York parks & Rec. Phone #: 363·1040

Organization Address: 186 York St. City York State: ME Zip: 03909

Applicant Name: Robin Cogger Phone #: 207·363·1040

Applicant Address: same City: State: Zip:

Contact Name for Day of Event: Pam Lombardi Contact Phone # 207·578·0775

Date of Event: August 15th Day of Week: Saturday

Starting Time: 11:00am Ending Time: 11:10am

Assembly Area: Main street between Gardenrod and

Dispersal Area: (same) Joan's Beach & Gifts

Event Route: impromptu, planned, surprise dance in front of Gardenrod and whispering Sands & Joan's Beach & Gifts.

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

30-50

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

dancers of all ages, music

Describe how group is organized and supervised to insure order: overseen by parks and Rec. staff w/assistance from Gardenrod

Purpose of the Event: Community Flashmob event

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

Signature of Applicant: Robin Cogger

Town of York, Maine
Special Event Permit Application

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

Date: 7/15/15

Name of Event: Harvest Cup

Type of Event: Soccer Tournament

Organization Name: York Soccer Club Phone #: 603-933-0428

Organization Address: PO Box 527 City York State: ME Zip: 03909

Applicant Name: Dean DeLuca Phone #: 603-933-0428

Applicant Address: 10 Flat Rock Dr City: York State: ME Zip: 03909

Contact Name for Day of Event: Dean DeLuca Contact Phone # 603-933-0428

Date of Event: 10/10-12th Day of Week: Sat - Monday

Starting Time: 8:00 Am Ending Time: 4:00 A.m.

Assembly Area: Bog Field, Village / Coastal Elementary

Dispersal Area: all fields

Event Route: Within Town

event *held at Village, Coastal, Bog road field & high school

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

1,500

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

N/A

Describe how group is organized and supervised to insure order: Police & Volunteer details

Purpose of the Event: Soccer tournament

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

Signature of Applicant: Dean DeLuca