1. Board Of Selectmen's Meeting Materials

Documents:

2019-03-25 BOS AGENDA.PDF
2019-03-25 BOS PACKET-AMENDED.PDF
BOARD OF SELECTMEN'S
MEETING AGENDA

6:00 PM / 6:30 PM / 7:00 PM  MONDAY, MARCH 25, 2019
YORK PUBLIC LIBRARY

6:00 PM: Executive Session – Title 1 MRSA § 405.6.E (Legal)

6:30 PM: Board/Committee Interviews

7:00 PM: Regular Meeting

Call to Order

Pledge of Allegiance

A. Consent Agenda
   1. March 11, 2019 Meeting Minutes
   2. Business License Renewals
   3. Senior Citizen Advisory Board Resignation
   4. Committee Appointments
   5. Property Redemption – 1022 US Route One

B. Minutes

C. Chairman’s Report

D. Manager’s Report

E. Introductions
   1. New Police Detective

E. Awards
   1. Real Estate - Terry Pirini
   2. Pavement Management Services – Dean Lessard
   3. Public Works Garage Floor Scrubber – Dean Lessard

F. Reports
   1. Sea Wall Update – Dean Lessard
   2. Rt. 1/Short Sands Road Intersection Update – Dean Lessard
   3. Snow Plowing/Winter Budget Update – Dean Lessard
   4. York Police Department Garage – Wayne Martin/Chief Bracy
G. **Citizens' Forum** – The Citizens' Forum is open to any member of the audience for comments on any Town matter. All comments should be respectful in tone and should be directed to the Chair. Comments should be brief and to the point. Questions that require extended answers or that cannot be readily answered will be referred to the Town Manager for follow-up. Anyone who wishes to submit a written request for future agenda items can do so on the form available at this meeting or may obtain the form through the Town Manager's Office.

H. **Public Hearings**
   1. New Business License: DKL Operations, LLC DBA: The Lighthouse Inn and Carriage House (Bed and Breakfast); located at 20 Nubble Road

I. **Endorsements**
   1. Business License: DKL Operations, LLC DBA: The Lighthouse Inn and Carriage House (Bed and Breakfast); located at 20 Nubble Road

J. **Old Business**
   1. Discussion: York River Capacity Study
   2. Discussion and Possible Action: Concept Plan for 810 US Route One
   3. Discussion: Town Hall Permitting Issues

K. **New Business**
   1. Discussion: Idling Vehicles Policy
   2. Discussion & Possible Action: Coalition of Sustainable Communities
   3. Discussion: Directional Signage Relating to the new Short Sands Road
   4. Discussion: BOS Goals for Town Manager
   5. Discussion & Possible Action: Extend contract with Board’s Realtor
   6. Discussion & Possible Action: Follow-up Action on Executive Session

L. **Future Agendas**

M. **Other Business**

N. **Citizens' Forum**

**Adjourn**
BOARD OF SELECTMEN'S
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L. **Future Agendas**

M. **Other Business**

N. **Citizens’ Forum**

**Adjourn**
Board of Selectmen’s Consent Agenda
March 25, 2019

For the purpose of convenience and for expediting meetings, matter of business that are repetitive or routine nature (i.e. Business License Applications, Pole Permits, Special Event Permits, Off-site Business Directional Signs, etc.) are included in the Board of Selectmen’s Consent Agenda, and all such matters of business contained in the Consent Agenda are voted on collectively.

A particular matter of business may be singled out from the Consent Agenda for debate or for a separate vote upon the request of any of the Selectmen. In the case of a separate vote, the excluded matter of business is severed from the Consent Agenda and only the remaining matters of business contained in the Consent Agenda are voted on collectively.

Agenda Items:
1. March 11, 2019 Meeting Minutes
2. Business License Renewals
3. Senior Citizen Advisory Board Resignation
4. Committee Appointments
5. Property Redemption – 1022 US Route One

Example Motion to Accept all Items: I move to accept the Consent Agenda.

Example Motion when an Item is being pulled out of the Item List: I move to accept the Consent Agenda, minus item ___ (i.e. “2 – York Restaurant Business License”).
BOARD OF SELECTMEN’S
MEETING MINUTES
6:00 PM / 7:00 PM  MONDAY, MARCH 11, 2019
YORK PUBLIC LIBRARY

6:00 PM: Executive Session – Title 1 MRSA § 405.6.E (Legal)

Present: Chairman Todd A. Frederick, Vice-Chair Dawn Sevigny-Watson, Michael L. Estes, Robert E. Palmer, Jr., Elizabeth D. Blanchard, Town Manager Stephen H. Burns, Town Attorney Mary Costigan and Assistant Tax Assessor Julie Ethridge.

Moved by Ms. Sevigny-Watson, seconded by Mr. Estes to enter into executive session. Without objection, so ordered.

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to exit out of executive session. Without objection, so ordered.

7:00 PM: Regular Meeting

Present: Chairman Todd A. Frederick, Vice-Chair Dawn Sevigny-Watson, Michael L. Estes, Robert E. Palmer, Jr., Elizabeth D. Blanchard, Town Manager Stephen H. Burns, and members of the press and public.

Call to Order

Chairman Todd A. Frederick called the meeting to order at 7:02 PM.

Pledge of Allegiance

A. Consent Agenda

1. February 25, 2019 Meeting Minutes
2. Business License Renewals
3. Board of Appeals Membership

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to accept the Consent Agenda. Vote 5-0, motion passes.

B. Minutes

*Listed in Consent Agenda*
C. Chairman’s Report

D. Manager’s Report

E. Awards

1. Real Estate - Terry Pirini

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to allow the previous offer at 62 Hooper Shores Road from Julia DiVincenzo, but in the event they withdraw again we authorize the Town Manager and Terry Pirini to enter into an agreement with Andy Wang regarding his offer for the property.

2. Stanhope Group LLC

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to spend $4,000 from the Selectmen’s Contingency to obtain the services of Stanhope Group, LLC Appraisers and Consultants. Vote 5-0, motion passes.

F. Reports

1. Mount Agamenticus Parking Lot & Restroom Project – Robin Kerr

2. Green Enterprise RFQ – Dylan Smith

G. Citizens’ Forum – The Citizens’ Forum is open to any member of the audience for comments on any Town 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.

Public Comment: Joey Donnelly
                Janet Drew
                Emily Connors
                Pat Rocheleau

H. Public Hearings

1. May 18, 2019 Referendum Warrants

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to open the public hearing. Without objection, so ordered.
Public Comment: Charlie Steadman
Drew Donovan
David Webber
Jim Jones
Paul Radochia
Lisa Vickers

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to close the public hearing. Without objection, so ordered.

2. Traffic Safety Ordinance

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to open the public hearing. Without objection, so ordered.

Public Comment: None

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to close the public hearing. Without objection, so ordered.

3. Parking Permit Program

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to open the public hearing. Without objection, so ordered.

Public Comment: None

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to close the public hearing. Without objection, so ordered.

4. Parks and Recreation Board Ordinance

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to open the public hearing. Without objection, so ordered.

Public Comment: None

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to close the public hearing. Without objection, so ordered.

5. Senior Citizens’ Advisory Board Ordinance

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to open the public hearing. Without objection, so ordered.

Public Comment: Emily Cambray
Debbie Meyers
Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to close the public hearing. Without objection, so ordered.

I. **Endorsements**

J. **Old Business**

1. **Discussion & Possible Action: Parking Policies**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to adopt the changes to the Traffic Safety Ordinance and the Parking Permit Program. Vote 5-0, motion passes.

2. **Discussion: Town Hall Project**

K. **New Business**

1. **Discussion & Possible Action: Offer of Property Gift (260 Shore Road)**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to bring the matter of property donation at 260 Shore Road to the voters at the May 2019 Special General Referendum. Vote 5-0, motion passes.

2. **Discussion & Possible Action: Parks and Recreation Board Ordinance and Committee Charter**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to adopt the Parks and Recreation Board Charter and to take the necessary steps to delete the Parks and Recreation Board Ordinance. The Charter would take effect upon voter repeal of the Ordinance. Vote 5-0, motion passes.

3. **Discussion & Possible Action: Senior Citizens Advisory Board Ordinance and Committee Charter**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to select two members of the Board of Selectmen to serve as liaisons to a committee regarding the Senior Citizens Advisory Board issue. Vote 5-0, motion passes.

The Board chose Todd Frederick and Michael Estes as the liaisons.

4. **Discussion & Possible Action: Follow up on Legal Executive Session**
Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to direct the Town Manager and Town Attorney to initiate actions pursuant to the discussion in executive session. Vote 5-0, motion passes.

5. Discussion & Possible Action: Actions Relating to May 18, 2019 Budget and Special General Referenda

a. Review Content of each Warrant

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to remove Article 7 regarding the Senior Citizens Advisory Board Ordinance. Vote 5-0, motion passes.

b. Preference Votes for Budget Referendum

<table>
<thead>
<tr>
<th>Budget Referendum</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 - Payment Date for Taxes</td>
<td>5-0</td>
</tr>
<tr>
<td>3 - Set Interest Rate</td>
<td>5-0</td>
</tr>
<tr>
<td>4 - Town Hall Departments, etc.</td>
<td>5-0</td>
</tr>
<tr>
<td>5 - Police Department</td>
<td>5-0</td>
</tr>
<tr>
<td>6 - Beach Fire/Village Fire/Ambulance</td>
<td>5-0</td>
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<tr>
<td>7 - Volunteer Firefighter Stipend</td>
<td>5-0</td>
</tr>
<tr>
<td>8 - Hydrants</td>
<td>5-0</td>
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<tr>
<td>9 - Highway, Maintenance, Trash, etc.</td>
<td>5-0</td>
</tr>
<tr>
<td>10 - Parks, Grounds, Beaches, etc.</td>
<td>5-0</td>
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<tr>
<td>11 - Ellis Short Sands Park</td>
<td>5-0</td>
</tr>
<tr>
<td>12 - Social Services</td>
<td>5-0</td>
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<tr>
<td>13 - Library Operations</td>
<td>5-0</td>
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<tr>
<td>14 - General Assistance and Tax Relief</td>
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<tr>
<td>15 - First Parish Cemetery Maintenance</td>
<td>4-0</td>
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<td>16 - Municipal Software</td>
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<td>17 - Debt Service</td>
<td>5-0</td>
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<td>18 - Revenues</td>
<td>5-0</td>
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<td>19 - Fund Balance for Tax Commitment</td>
<td>5-0</td>
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<tr>
<td>20 - New Comprehensive Plan</td>
<td>5-0</td>
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<tr>
<td>21 - Mosquito Control Program</td>
<td>4-1 (EB)</td>
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<td>22 - Sustainability Fund</td>
<td>5-0</td>
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<td>23 - Supplement Contingency</td>
<td>5-0</td>
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<td>24 - Accept Aid</td>
<td>5-0</td>
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<tr>
<td>25 - Disposal of Tax Lien Acquired Property</td>
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<tr>
<td>26 - Authorization to Waive Foreclosure</td>
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<table>
<thead>
<tr>
<th>Capital Budget in Budget Referendum</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>46 - New Police Vehicle Laptops</td>
<td>5-0</td>
</tr>
<tr>
<td>47 - Police Vehicles</td>
<td>5-0</td>
</tr>
<tr>
<td>Article #</td>
<td>Description</td>
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<td>-----------</td>
<td>---------------------------------------------------</td>
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<tr>
<td>48 -</td>
<td>Patrol Plow Truck</td>
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<td>49 -</td>
<td>Led Streetlights</td>
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<td>50 -</td>
<td>Fire Engine for York Beach</td>
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<td>51 -</td>
<td>ADA Upgrades to School Buildings</td>
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<tr>
<td>52 -</td>
<td>Replacement Generator</td>
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<td>53 -</td>
<td>Radio Communications Equipment</td>
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<td>54 -</td>
<td>Road Overlay Paving</td>
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<td>55 -</td>
<td>Attenuation Equipment</td>
</tr>
<tr>
<td>56 -</td>
<td>YMS Windows</td>
</tr>
<tr>
<td>57 -</td>
<td>YHS Doors</td>
</tr>
<tr>
<td>58 -</td>
<td>VES Gym Floor</td>
</tr>
<tr>
<td>59 -</td>
<td>Old Gaol Renovation</td>
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<tr>
<td>60 -</td>
<td>Pickup Truck</td>
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<td>61 -</td>
<td>Senior Center Parking Lot</td>
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<tr>
<td>62 -</td>
<td>Mount Agamenticus Vehicle</td>
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<td>63 -</td>
<td>Bulk Diesel and Gasoline Facilities</td>
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<td>64 -</td>
<td>Skid-Steer</td>
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<td>65 -</td>
<td>YHS Tennis Court Replacement</td>
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<td>66 -</td>
<td>Chases Pond/Cape Neddick Bridge</td>
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<td>67 -</td>
<td>Exterior Restorations at Nubble</td>
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<td>68 -</td>
<td>Bond Financing Costs</td>
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<td>69 -</td>
<td>Capital Plan</td>
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<tr>
<td>70 -</td>
<td>Levy Limit</td>
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### School Budget Process

<table>
<thead>
<tr>
<th>Article #</th>
<th>Description</th>
<th>Vote</th>
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<tbody>
<tr>
<td>45 -</td>
<td>Return to Single Budget Validation Question</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

* Preference Votes for Special General Referendum*

### Special General Referendum

<table>
<thead>
<tr>
<th>Article #</th>
<th>Description</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 -</td>
<td>Property Tax Relief Ordinance</td>
<td>5 - 0</td>
</tr>
<tr>
<td>2 -</td>
<td>Alarms Systems Ordinance</td>
<td>5 - 0</td>
</tr>
<tr>
<td>3 -</td>
<td>Polystyrene Ordinance</td>
<td>5 - 0</td>
</tr>
<tr>
<td>4 -</td>
<td>Harbor Ordinance</td>
<td>3 - 2 (DSW, RP)</td>
</tr>
<tr>
<td>5 -</td>
<td>Sohier Park Ordinance</td>
<td>5 - 0</td>
</tr>
<tr>
<td>6 -</td>
<td>Supplemental Building Ordinance</td>
<td>5 - 0</td>
</tr>
<tr>
<td>7 -</td>
<td>Parks and Recreation Board</td>
<td>5 - 0</td>
</tr>
<tr>
<td>8 -</td>
<td>Accepting Donation of 260 Shore Road</td>
<td>5 - 0</td>
</tr>
</tbody>
</table>

* d. Approve and Forward Budget Referendum Warrant*

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer .to approve and forward the Budget Referendum Warrant to the Town Clerk. Vote 5-0, motion passes.
e. Approve and Forward Special General Referendum Warrant

Amended Non-Binding Referendum Language: “Do the voters support negotiations for the potential purchase of approximately 100 acres of undeveloped land with access to York Street and Raydon Road at 142 York Street known as the “Davis Property” with a purchase price in the range of $7,000,000 to $8,000,000?

A YES vote authorizes the Board of Selectmen to negotiate a price within the range and place a warrant article on a Special Budget Referendum in November 2019.

A NO vote indicates the Town is not interested in purchasing this property.”

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to approve and forward the Special General Referendum Warrant as amended (with new Non-Binding Referendum language and the removal of Article 7 regarding the Senior Citizens Advisory Board Ordinance) to the Town Clerk. Vote 5-0, motion passes.

f. Set Polling Hours

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to set the polling hours for the election to be held on May 18, 2019, for 8:00 AM to 8:00 PM at the York High School Robert E. Butler Gymnasium. Vote 5-0, motion passes.

L. Future Agendas

On the Radar

M. Other Business

N. Citizens’ Forum

Public Comment: None

Adjourn

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to adjourn the meeting at 10:30 PM. Without objection, so ordered.

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager
REQUEST FOR ACTION BY BOARD OF SELECTMEN

| DATE SUBMITTED: | March 21, 2019 | ACTION |
| DATE ACTION REQUESTED: | March 25, 2019 | DISCUSSION ONLY |
| SUBJECT: | Business License Renewals |

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All approvals are contingent on taxes being current and all appropriate departments (inspections) giving approval; See “Department Approvals” on page two of each application. Signed business license applications and certificates will not be released to the applicant until all necessary department approvals have been received.

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:
- Harris Island, Inc. DBA: Deck at Dockside (Food Service, Liquor); located at 20 Harris Island Road
- Harris Island, Inc. DBA: Dockside Guest Quarters and Restaurant (Food Service, Liquor, Special Amusement, Innkeeper); located at 22 Harris Island Road
- Hannaford Bros. Co., LLC DBA: Hannaford Supermarket and Pharmacy #8384 (Food Service); located at 5 Hannaford Drive
- Joseph Hogan DBA: Sentry Hill (Food Service); located at 2 Victoria Court
- Ray Ramsey DBA: Sun N’ Surf (Food Service, Liquor, Special Amusement); location at 264 Long Beach Avenue

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

PREPARED 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: Deck @ Dockside

Street Address: 208 Harris Island Rd

Business Owner: Harris Island Inc

Mailing Address: 22 Harris Island Rd

Business Manager: Philip Lustig

Mailing Address: Same

Phone Number: 207-337-3304

Phone Number: Same

E-mail Address: Philip@DocksideGF.com

E-mail Address: Same

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

Is the Business Owner same as the prior year? □ YES □ NO □ NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:
- Bed and Breakfast License (C/F)
- Innkeeper License (C/F)

Food and Beverage:
- Food Service License (C/F)
  Number of Seats: 39 (Existing/Proposed)
- Liquor License (F/P)
- Bottle Club License (F/P)

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
S – Sewer District Inspection Required  W – Water District Inspection Required

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031
Village Fire Department: (207) 363-1015  Beach Fire Department: (207) 363-1014
York Sewer District: (207) 363-4232  York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

- CONTINUE TO BACK PAGE OF APPLICATION -
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: Dockside Guest Quarters & Restaurant
Street Address: 22 Harris Island Rd
Business Owner: Harris Island Inc.  Business Manager: Phil Huston
Mailing Address: 22 Harris Island Rd  Mailing Address: Same
Phone Number: 207-337-3304  Phone Number: Same
E-mail Address: phillip@docksideq.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  ☐ NEW BUSINESS

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)
Number of Seats: 85 (Existing / Proposed)
☐ Liquor License (F/P)
☐ Bottle Club License (F/P)

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
S – Sewer District Inspection Required  W – Water District Inspection Required

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031
Village Fire Department: (207) 363-1015  Beach Fire Department: (207) 363-1014
York Sewer District: (207) 363-4232  York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

- CONTINUE TO BACK PAGE OF APPLICATION -
BUSINESS LICENSE APPLICATION

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

Business Name: Hannaford Supermarket & Pharmacy #8384

Street Address: 5 Hannaford Drive, York, ME, 03909

Business Owner: Hannaford Bros. Co., LLC
Mailing Address: Attn: J. Goulet - MS9805

Business Manager: David Couture
Mailing Address: 5 Hannaford Drive

P.O. Box 1000
Portland, ME 04104

Phone Number: 207-363-5357

E-mail Address: jane.goulet@retailbusinessservices.com

Phone Number: 207-885-3321

E-mail Address: same

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

Is the Business Owner same as the prior year? [x] YES [ ] NO [ ] NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

**Lodging:**
- [ ] Bed and Breakfast License (C/F)
- [x] Innkeeper License (C/F)

**Food and Beverage:**
- [x] Food Service License (C/F)
- [ ] Number of Seats: _____ (Existing / Proposed)

**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
S – Sewer District Inspection Required  W – Water District Inspection Required

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031
Village Fire Department: (207) 363-1015  Beach Fire Department: (207) 363-1014
York Sewer District: (207) 363-4232  York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

---

- CONTINUE TO BACK PAGE OF APPLICATION -
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: Sentry Hill
Street Address: 2 Victoria Court
Business Owner: Joseph Hogan
Mailing Address: 25 Gordon Road, Lewiston, ME 04240
Mailing Address: 2 Victoria Court
Business Manager: Ellen Hall
Phone Number: 207-782-4797
Phone Number: 207-363-3116
E-mail Address: joseph.hogan@outlook.com
E-mail Address: EllenHall@SentryHillHarbor.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 ☐ NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

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

Food and Beverage:
- Food Service License (C/F)
  Number of Seats: 50 / (Existing) (Proposed)
- Liquor License (F/P)
- Bottle Club License (F/P)

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
S – Sewer District Inspection Required  W – Water District Inspection Required

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031
Village Fire Department: (207) 363-1015  Beach Fire Department: (207) 363-1014
York Sewer District: (207) 363-4232  York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

- CONTINUE TO BACK PAGE OF APPLICATION -
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: Sun N' Surf

Street Address: 264 Long Beach Ave York Beach, ME 03910

Business Owner: Ray Ramsey

Mailing Address: PO Box 1329
York Beach, ME 03910

Phone Number: 207-363-5112

E-mail Address: rar@anchorageinn.com

Business Manager: Colin Christie

Mailing Address: PO Box 1329
York Beach, ME 03910

Phone Number: 207-363-2961

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 ☐ NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:

☐ Bed and Breakfast License (C/F)
☐ Innkeeper License (C/F)

Number of Rooms: ______

Food and Beverage:

☒ Food Service License (C/F)
Number of Seats: 300 / 300 (Existing / Proposed)

☒ Liquor License (F/P)

Bottle Club License (F/P)

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
S – Sewer District Inspection Required  W – Water District Inspection Required

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031
Village Fire Department: (207) 363-1015  Beach Fire Department: (207) 363-1014
York Sewer District: (207) 363-4232  York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location

- CONTINUE TO BACK PAGE OF APPLICATION -
REQUEST FOR ACTION BY BOARD OF SELECTMEN

| DATE SUBMITTED: March 21, 2019 | ☒ ACTION |
| DATE ACTION REQUESTED: March 25, 2019 | ☐ DISCUSSION ONLY |
| SUBJECT: Senior Citizen Advisory Board Resignation |

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached is the letter of resignation from Bruce Rennie from the Senior Citizen Advisory Board, his term was through June 30, 2020. You will be conducting interviews for several applicants, one to fill his position/term and also a vacant alternate position.

RECOMMENDATION:

PROPOSED MOTION:
I move to accept the resignation of Bruce Rennie from the Senior Citizens Advisory Board.

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

REVIEWED BY: [Signature]
March 20, 2019

Dear York Board of Selectmen,

Please accept this as my resignation from the Senior Citizen Center Advisory Board, effective immediately.

Bruce Rennie  
10 Dean Road  
York, Maine 03909
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 21, 2019

□ ACTION

DATE ACTION REQUESTED: March 25, 2019

☐ DISCUSSION ONLY

SUBJECT: Board/Committee Appointments

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board conducted interviews with the following: Alan McDonald for Conservation Commission and, Donald Hands and William Blaisdell for Committee for Veterans’ Affairs.

The below motion for the Conservation Commission is to fill the vacant Alternate position for a two-year term. The motions for the Committee for Veterans’ Affairs are for full three-year terms.

RECOMMENDATION:

PROPOSED MOTION:
I move to appoint Alan McDonald as an Alternate member to the Conservation Commission, with a term expiring June 30, 2021.
I move to appoint Donald Hands as a Regular member to the Committee for Veterans’ Affairs, with a term expiring June 30, 2022.
I move to appoint William Blaisdell. as a Regular member to the Committee for Veterans’ Affairs, with a term expiring June 30, 2022.

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

REVIEWED BY: 
[Signature]
<table>
<thead>
<tr>
<th>Committee for Veterans' Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>R Michael Dow</td>
</tr>
<tr>
<td>R Roger LaPlante</td>
</tr>
<tr>
<td>R</td>
</tr>
<tr>
<td>R</td>
</tr>
<tr>
<td>R</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Conservation Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>R Michael Morgillo</td>
</tr>
<tr>
<td>R Pricilla Cookson</td>
</tr>
<tr>
<td>R Stephen Arsenault</td>
</tr>
<tr>
<td>R Stephanie Byrne</td>
</tr>
<tr>
<td>R Laura Brogan</td>
</tr>
<tr>
<td>A</td>
</tr>
<tr>
<td>A</td>
</tr>
</tbody>
</table>
TOWN OF YORK
APPLICATION FOR MEMBERSHIP
TOWN BOARD, COMMITTEES AND COMMISSIONS
| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER’S OFFICE |

Name: Alan McDonald

Physical Address: 5 Harbor Side Dr., York

Mailing Address:

Home Telephone: 207-351-1093 Mobile Telephone:

Email: alan.mcdonald@maine.rr.com State of Residency: Maine

Why do you wish to serve? Get involved in community, promote conservation

What expertise can you provide? Scientific background; 40-yr career as physicist (academic, industrial), now retired; former member, Kittery Parks Comm.

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

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

BELOW IS FOR OFFICE USE ONLY

Received Date: _____/_____/_______ Received By: ___________________________

Interview Date: _____/_____/_______ Appointment Date: _____/_____/_______
TOWN OF YORK
APPLICATION FOR MEMBERSHIP
TOWN BOARD, COMMITTEES AND COMMISSIONS

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

Name: Hands, Donald S.
Physical Address: 28 Haistrod St.
Mailing Address: PO BOX 604
Home Telephone: 207-703-2727 Mobile Telephone: 
Email: 
State of Residency: Maine

Why do you wish to serve? To serve our community with part and present.

What expertise can you provide? Organizational Skills, Historical Public Speaking, American Legion, Postal Commissioner.

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

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

BELOW IS FOR OFFICE USE ONLY

Received Date: __/__/________ Received By: ____________________________
Interview Date: __/__/________ Appointment Date: __/__/________
TOWN OF YORK
APPLICATION FOR MEMBERSHIP
TOWN BOARD, COMMITTEES AND COMMISSIONS
| PLEASE FILL OUT AND RETURN TO THE TOWN MANAGER’S OFFICE |

Name: William Blaisdell
Physical Address: 21 Huckins Ave, York, ME 03909
Mailing Address: 21 Huckins Ave, York, ME 03909
Home Telephone: 207-363-1508 Mobile Telephone: 207-232-5841
Email: wblaisde11999@gmail.com

State of Residency: Maine

Why do you wish to serve? I've lived in York for most of my life. I was born in York Hospital. I'd like to give back to the town by serving on the Committee on Veterans Affairs.

What expertise can you provide? I served in the Marine Corp from 1968 to 1972, with service in Vietnam in 1971. I have marched in York's Memorial Day parade for about 15 years.

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

| Appeals Board | Parks and Recreation Board |
| Assessment Review Board | Planning Board |
| Cable TV Regulatory Commission | Senior Citizens Advisory Board |
| Conservation Commission | Shellfish Conservation Commission |
| Energy Efficiency Steering Committee | Sohier Park Committee |
| Harbor Board | York Harbor Site Design Review Board |
| Historic District Commission | York Housing Authority |
| Municipal Social Services Review Board | Other: Comm on Veterans Affairs |

BELOW IS FOR OFFICE USE ONLY

Received Date: ______/_____/______
Received By: ____________________

Interview Date: ______/_____/______
Appointment Date: ______/_____/______
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 21, 2019  ☒ ACTION
DATE ACTION REQUESTED: March 25, 2019  □ DISCUSSION ONLY
SUBJECT: Property Redemption Request

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
Options for the property:
1. Approve the Property Redemption Request for the total taxes, interest and costs due
2. Deny the Property Redemption Request and keep the property under Town ownership

RECOMMENDATION:

PROPOSED MOTION: I move to approve the property redemption of Tax Map 0097-0056-A, located at 1022 US Route One, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than May 24, 2019 with cash or certified bank check.

PREPARED BY: ___________________________ REVIEWED BY: ___________________________
Melissa M. Avery, Assistant to the Town Manager
TO: Board of Selectmen
FROM: Melissa M. Avery, Assistant to the Town Manager
DATE: March 21, 2019
RE: Tax Foreclosure Redemption: Map 0097 Lot 0056-A; 1022 US Route One

Wayne D. Avery II, former property owner of property identified as Tax Map 0097 Lot 0056-A, located at 1022 US Route One in York, Maine, request to redeem this property for which the Town has foreclosed after the maturing of tax lien for Fiscal Year 2017.

We are recommending to the Selectmen, that Wayne D. Avery II be allowed to redeem this property providing the following condition(s) are met:

**Condition #1** – All past years and current years taxes, interest, administrative and lien costs, which total $737.72 shall be paid in full, to the Town of York, by no later than May 24, 2019.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2017 TAXES AND INTEREST</td>
<td>$193.30</td>
</tr>
<tr>
<td>FY2018 TAXES AND INTEREST</td>
<td>$202.81</td>
</tr>
<tr>
<td>FY2019 TAXES AND INTEREST</td>
<td>$141.61</td>
</tr>
<tr>
<td>ADMINISTRATIVE/LIEN COSTS</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td>$737.72</td>
</tr>
</tbody>
</table>

Parcel Information

<table>
<thead>
<tr>
<th>Map-Lot</th>
<th>Size of Lot</th>
<th>Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>0097-0056-A</td>
<td>4.96 Acres</td>
<td>$12,700</td>
</tr>
</tbody>
</table>
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 20, 2019
☑ ACTION
DATE ACTION REQUESTED: March 25, 2019
□ DISCUSSION ONLY
SUBJECT: FY2020 Award of Pavement Management Services

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

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

- In 2016 DPW solicited bids from three engineering consultant companies known for their pavement management expertise. The three Companies are as follows:
  1. StreetScan, Inc. Burlington, MA
  2. Stantec Consulting Services Scarborough, ME
  3. BETA Group, Inc. Manchester, NH

- On August 8, 2016 the Board of Selectmen approved the award of the pavement management services to StreetScan Inc. and authorized a three year agreement.

- Our contract with StreetScan ends in August 2019 so DPW recently solicited a new proposal from StreetScan extending pavement management services to the Town of York for an additional 3 years.

The new proposal from StreetScan is included with this Action form.

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

PROPOSED MOTION: I move to approve the award of Pavement Management Services to StreetScan Inc. and authorize the Public Works Director to sign the proposed three year agreement.
FISCAL IMPACT: The following table shows the proposed three year costs associated with the StreetScan’s previous and new proposal.

<table>
<thead>
<tr>
<th>Company</th>
<th>StreetScan(PaveMon) (2016)</th>
<th>StreetScan(Streetlogix) (2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$40,000</td>
<td>$33,051</td>
</tr>
<tr>
<td>Year 2</td>
<td>$30,000</td>
<td>$33,051</td>
</tr>
<tr>
<td>Year 3</td>
<td>$24,400</td>
<td>$33,051</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$94,400</td>
<td>$99,153</td>
</tr>
</tbody>
</table>

DEPARTMENT LINE ITEM ACCOUNT: 100.0303.9606

BALANCE IN LINE ITEM IF APPROVED: $966,949

PREPARED BY: Dean Lessard

REVIEWED BY:
AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN, INC.
AND

TOWN OF YORK, MAINE

THIS AGREEMENT is made this ______ day of __________, 2019, by and between the Town of York, Maine, with offices at 186 York Street, York, Maine hereinafter called the MUNICIPALITY and STREETSCAN, INC., with offices at 151 South Bedford Street, Suite #2, Burlington, MA 01803, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN’S proposal to the MUNICIPALITY submitted on March 11, 2019 (attached hereto as Exhibit A) (herein referred to as the "PROJECT").

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

3.1 Designate in writing a person to act as the MUNICIPALITY’s representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY’s policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

3.2 The MUNICIPALITY’s representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will
confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

3.3 Assist STREETSCAN by placing at STREETSCAN’S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.

3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT.

3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN’s standard engineering billing rates. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY’s pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we’ll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN’s standard engineering billing rates.

3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.

3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the chart below on an annual basis for a 3-year term, subject to the revisions directed by paragraph 5.2, based on those services
selected by the MUNICIPALITY as set forth in the below chart after review of the proposal:

<table>
<thead>
<tr>
<th>Data Collection &amp; Processing</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lane Miles (As scanned in 2016 all lane miles)</td>
<td>272 Lane Miles</td>
<td></td>
</tr>
<tr>
<td>ScanVan Data Collection</td>
<td>$110</td>
<td>$29,920</td>
</tr>
<tr>
<td>Data Processing</td>
<td>$90</td>
<td>$24,480</td>
</tr>
<tr>
<td>Enhanced Visualization</td>
<td>$20</td>
<td>$5,440</td>
</tr>
<tr>
<td>Catch Basins (Based on 2,720)</td>
<td>$4</td>
<td>$10,880</td>
</tr>
<tr>
<td>Sidewalk GIS Database (Based on 136 Center Line Miles)</td>
<td>$35</td>
<td>$4,760</td>
</tr>
<tr>
<td>Pavement Management Plan</td>
<td>Fixed</td>
<td>$1,000</td>
</tr>
<tr>
<td>Travel Cost</td>
<td>Fixed</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Data Collection &amp; Processing Total</strong></td>
<td></td>
<td><strong>$76,980</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Software &amp; Imagery</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Software License</td>
<td>Fixed</td>
<td>$3,500</td>
</tr>
<tr>
<td>Annual Data Hosting &amp; Support</td>
<td>$15</td>
<td>$4,080</td>
</tr>
<tr>
<td>Pavement Facing Imagery</td>
<td>$10</td>
<td>$2,720</td>
</tr>
<tr>
<td><strong>Software &amp; Imagery Total</strong></td>
<td></td>
<td><strong>$10,300</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Pavement Management Costs</strong></td>
<td></td>
<td><strong>$87,280</strong></td>
</tr>
<tr>
<td>Efficiency/Regional Group Discount</td>
<td>10%</td>
<td>($8,728)</td>
</tr>
<tr>
<td>Total Cost Net Discount</td>
<td></td>
<td><strong>$78,552</strong></td>
</tr>
</tbody>
</table>
Annual Payments will be made according to the 3 year AMaaS payment plan:

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pavement Mgmt., Enhanced Vis.,</td>
<td>Streetlogix</td>
<td>Streetlogix</td>
</tr>
<tr>
<td></td>
<td>Catch Basins, Sidewalk GIS</td>
<td>Software</td>
<td>Software</td>
</tr>
<tr>
<td></td>
<td>Inventory, Streetlogix Software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMaaS</td>
<td>$33,051</td>
<td>$33,051</td>
<td>$33,051</td>
</tr>
</tbody>
</table>

5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth above may be subject to adjustment based on the actual lane miles surveyed, which will not be known until STREETSCAN’s field work is complete. MUNICIPALITY agrees to pay for all services set forth in the above chart based on the actual lane miles surveyed, whether more or less than set forth above or estimated in the proposal.

5.3 Annual Payment. Fees for this PROJECT shall be billed annually on the anniversary date of project delivery. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.

5.4 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN’s statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.

5.5 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.
6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN’S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN’S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Massachusetts and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of Massachusetts, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the American Arbitration Association, or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days’ notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Boston, Massachusetts. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys’ fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.
6.4 Governing Law

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any litigation which arises between the PARTIES shall be initiated and pursued in the Middlesex County Superior Court.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars ($1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars ($2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

819000.1
STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

ARTICLE 7 - TERMINATION

7.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN’S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.

7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY’S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

8.1 STREETSCAN shall retain ownership of all work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN. The MUNICIPALITY shall have use of the work product and software for the sole benefit of the MUNICIPALITY with no third party beneficiaries intended. However, such work product is not intended or represented to be suitable for reuse by the MUNICIPALITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse or alteration without written verification or adaptation by STREETSCAN for the specific purpose intended shall be at the MUNICIPALITY’S sole risk and without liability or legal exposure to STREETSCAN, and the MUNICIPALITY shall indemnify and hold STREETSCAN harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle STREETSCAN to further compensation at rates to be agreed upon by the MUNICIPALITY and STREETSCAN. In the event the PARTIES are unable to agree on the further compensation due to STREETSCAN, the PARTIES agree to resolve any dispute concerning compensation through binding arbitration as described in Paragraph 6.3.

8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of three years from the date of delivery. STREETSCAN agrees to maintain the
MUNICIPALITY’S web based portal for their access and will maintain a backup version of the data onsite and through cloud based services. MUNICIPALITY’S initial license for this access is active for 3 years and sold with the initial proposal.

8.3 At the conclusion of the three year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Boston-Brockton-Nashua area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web based portal from STREETSCAN’S server and termination of MUNICIPALITY’S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN’S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other’s corporate entity and not against each other’s shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:
STREETSCAN, INC.

By Its ___________________________
________________________________
________________________________
________________________________

TOWN OF YORK, MAINE

By: ______________________________
________________________________
________________________________
________________________________

$19000.1

-9-

STREETSCAN, INC.
Automated Asset Management Proposal
York, Maine
March 11, 2019
Proposal for the Town of York

Prepared for:
Dean Lessard
Director of Public Works
York
186 York Street
York, Maine, Zip 03909
207-363-1010

Prepared by:
StreetScan Inc.
151 South Bedford Street
Burlington, MA 01803
617.399.8236
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March 11th, 2019  
Dean Lessard, Public Works Director  
Town of York  
186 York Street,  
York, ME 03909

Thank you for your continued interest in working with StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network through an abundance of data collected via multiple vehicle-mounted sensors allows your staff to properly allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan’s advanced mobile sensing vehicle and online web-based app.

Our service offering includes:

- Data Collection: vehicle survey of paved lane miles.
- Data Processing of pavement condition and assets.
- Data Visualization: pavement monitoring system including Pavement Condition Index (PCI) Report – integrated into your existing GIS or optional cloud-based access.
- Pavement Management Plan: maintenance and budget options, suggestions and scenarios; optional cloud-based access with robust interactive planning and budgeting tools.

Also available (see Appendices for more details):

- Enhanced Data Visualization Package (front-looking camera & videos)
- Optional asset extractions including pavement markings, traffic signs, utility assets, street lighting, sidewalks, curbs, trees, etc.

As discussed; we are placing in this proposal the following options as requested Enhanced Visualization, Catch Basin, Sidewalk GIS Database, Metal is already included and continues at no additional charge.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our continued service to the Town of York and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Stanley Karlin
Manager, Sales & Marketing
1. ABOUT US

2009

Northeastern

StreetScan started as a 5-year R&D project out of Northeastern University, receiving over $18 Million in funding. The project called Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS) created a framework, prototype and blueprint for a service to shift from periodical localized pavement inspections to continuous network-wide health monitoring of roadways.

2015

StreetScan was founded as a spin-off of the VOTERS project to commercialize the technology and provide pavement inspection and management services. In its first year of offering the service, StreetScan successfully completed multiple surveys in New England, Canada & the State of Washington. Our complete advanced hardware/software turn-key solution sets us apart from the competition. The days of sending inspectors into the field for Pavement surveys are over as Municipalities embrace the power of data to enrich their decision-making abilities.

2017

StreetScan kicked off 2017 with its new Smart City Mobile Sensing Service Offering targeted at providing clients a smart, objective and affordable way to monitor all street assets. What’s unique is that we are combining this service with our existing pavement management offering which in return saves our clients time and money without requiring additional field surveys. With one pass of the ScanVan, Municipalities can now extract and monitor critical assets such as pavement condition, signage, pavement markings, streetlights and much more.

2018

streetlogix

In 2018, StreetScan launched Streetlogix, a highly customizable, web-based asset management software that enables municipalities to optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritizing roadway projects.
2. OUR TEAM

Stanley Karlin – Manager, Sales & Marketing – As the Manager of Sales & Marketing at StreetScan, Stan brings over 25 years of experience in selling & marketing exclusively to the public sector. Stan comes to StreetScan after selling his municipal software company where he served as the Chief Marketing Officer, and is eager to promote StreetScan’s new technologies and solutions to local governments. He received his M.Ed. From Temple University in Instructional Design & has used this knowledge to help better explain complex solutions in marketing.

Scott MacIntosh – Chief Technology Officer – As the CTO at StreetScan, Scott works with engineers and researchers developing new capabilities and products for StreetScan’s Pavement Inspection & Management Solution. He received his M.S. in Physics from Portland State University in 2003. During that time he worked as a Graduate Research Assistant at Los Alamos National Laboratory developing acoustic-based systems for non-destructive testing. Over the last 15 years, Scott has worked on developing multi-sensor platforms and algorithms used in automated detection and analysis.

Salar (Sal) Shahini Shamsabadi – GIS Director and Data Scientist – Sal works on integrating and leveraging information from large geospatial datasets for developing asset management, sensor fusion and life-cycle cost analysis models. He received his B.S. in Geomatics Engineering from the University of Tehran in 2012 and his M.S. in Civil Engineering in 2014 from Northeastern University where he developed StreetScan’s GIS web application for asset monitoring and management. Sal has received multiple awards over the last few years (Best Innovation Award at RISE, Best Paper Award at SAGEEP, Dean’s Scholarship Award at Northeastern Uni.), which encouraged him to pursue his passion for using data-driven methods to support better decision making.

Roy Apostle – Operations Manager – Roy Apostle received his B.S. in Environmental Science with a minor in International Affairs from Northeastern University in 2015. Prior to joining StreetScan, he provided GIS, surveying and environmental services to the U.S. Geological Survey, GEI Consultants, Massachusetts Water Resources Authority & Philmont Scout Ranch. His research interests include LiDAR, hydrology and GIS for public transit planning.
3. THE STREETSCAN SYSTEM

StreetScan’s automated data collection and algorithm-based roads prioritization software can help optimize your road budget and provide user-friendly analytics about the status of your roads and sidewalks.

Data Collection
StreetScan’s vehicles equipped with multi-sensor systems—3D cameras and optical devices—can detect pavement & sidewalk surface distresses without interrupting traffic flow.

Data Processing
Trained algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

GIS Analytics
Collected data goes into Streetlogix, our unique cloud-based application, allowing municipalities to visualize and manage road assets in order to schedule maintenance within a user-friendly GIS environment.
4. PRICING OVERVIEW

4.1 PAVEMENT MANAGEMENT

<table>
<thead>
<tr>
<th>Data Collection &amp; Processing</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lane Miles (As scanned in 2016 all lane miles)</td>
<td></td>
<td>272 Lane Miles $110 $29,920</td>
</tr>
<tr>
<td>ScanVan Data Collection</td>
<td>$110</td>
<td>$29,920</td>
</tr>
<tr>
<td>Data Processing</td>
<td>$90</td>
<td>$24,480</td>
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<tr>
<td>Enhanced Visualization</td>
<td>$20</td>
<td>$5,440</td>
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<tr>
<td>Catch Basins (Based on 2,720)</td>
<td>$4</td>
<td>$10,880</td>
</tr>
<tr>
<td>Sidewalk GIS Database (Based on 136 Center Line Miles)</td>
<td>$35</td>
<td>$4,760</td>
</tr>
<tr>
<td>Pavement Management Plan</td>
<td>Fixed</td>
<td>$1,000</td>
</tr>
<tr>
<td>Travel Cost</td>
<td>Fixed</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Data Collection &amp; Processing Total</strong></td>
<td></td>
<td>$76,980</td>
</tr>
</tbody>
</table>

| Software & Imagery                            |           |         |
| Annual Software License                       | Fixed     | $3,500  |
| Annual Data Hosting & Support                 | $15       | $4,080  |
| Pavement Facing Imagery                       | $10       | $2,720  |
| **Software & Imagery Total**                  |           | $10,300  |

| **Total**                                     |           | $87,280  |
| **Total Pavement Management Costs**           |           | $87,280  |
| Efficiency/Regional Group Discount            | 10%       | ($8,728) |
| **Total Cost Net Discount**                   |           | $78,552  |

*Metal and Manholes included – no charge
4.2 ASSET MANAGEMENT AS-A-SERVICE (AMaaS)

With StreetScan's AMaaS model, municipalities can establish a data-driven Asset Management program with fixed annual payments over a 3-year period. Over this 3-year period, our engineers will conduct one survey. Recent research has indicated that more frequent health monitoring of roadways results in lower maintenance costs per lane miles of pavement.

If an AMaaS contract is executed and the Municipality wishes to increase the frequency of surveys, we would simply adjust the annual payments accordingly. An example of this is in 2015 for the City of Beverly, MA. After experiencing one of the worst winters of 2014, Beverly decided to resurvey the roads to ensure their plan was still sufficient. As expected, the harsh winter conditions affected their road network to the point that after completing the StreetScan Survey, the priority sequence of which roads should be repaired changed drastically.

**Services Covered**

**PAVEMENT MANAGEMENT**

AMaaS 3-Year Fixed Price Contract

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
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<tbody>
<tr>
<td><strong>Services</strong></td>
<td>Pavement Mgmt., Enhanced Vis., Catch Basins, Sidewalk GIS Inventory, Streetlogix Software</td>
<td>Streetlogix Software</td>
<td>Streetlogix Software</td>
</tr>
<tr>
<td>AMaaS</td>
<td>$33,051</td>
<td>$33,051</td>
<td>$33,051</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>AMaaS</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Capital Paving and Maintenance Budget</td>
<td>$1.119M</td>
</tr>
<tr>
<td>Annual AMaaS Service Fee</td>
<td>$33,051</td>
</tr>
<tr>
<td>% of Annual Capital Paving and Maintenance Budget</td>
<td>2.95%</td>
</tr>
</tbody>
</table>
4.3 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

| Assets Extracted from ScanVan Dataset (Pavement Management Service Required) |
|-------------------------------------------------|---|---|---|
| **Assets**                                      | **Unit** | **QTY (est.)** | **Price ($/Unit)** | **Cost (est.)** |
| Enhanced Visualization Package                  | L-M      | 272           | $20              | $5,440          |
| Pavement Markings                               | CL-M     | 136           | $80              | $10,880         |
| Traffic Signage (4 Attributes)                  | Signs    | 1,600         | $6               | $9,600          |
| Traffic Signage (9 Attributes)                  |          |               | $10              | $16,000         |
| Sidewalk GIS Database                           | CL-M     | 136           | $35              | $4,760          |
| Curb GIS Database                               | CL-M     | 136           | $60              | $8,160          |
| Catch Basins                                    | Catch Basins | 2,720  | TBD              | Upon Request    |
| Metal Objects (Manholes/Valves)                 | Metal Objects | 4,080  | $2               | $8,160          |
| Tree GIS Inventory                              | Trees    | 2,720         | $4               | $10,880         |
| Street Lighting GIS Database                    | Lights   | 1,280         | $5               | $6,400          |

**Assumptions:**

All asset quantities are estimated based on lane or centerline miles except for:

- Traffic Signs are estimated at 1/8 of the municipal population
- Street Lighting which is 1/10 of the municipal population
- Catch Basins which is estimated at CL-M multiplied by 20
- Metal Objects (Manholes & Valve) which is estimated at CL-M multiplied by 30
- Tree Inventory which is estimated at CL-M multiplied by 20
- ADA Ramp Inventory which is estimated at Sidewalk Miles multiplied by 15
Annex
APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your Municipal road network. Combining years of R&D at Northeastern University, StreetScan's ScanVan and web-based app save you time and make your repair dollars go further.

STEP 1: DATA COLLECTION

⇒ 1-2 WEEKS*

StreetScan utilizes 3D imaging technology to measure road defects, such as cracking, bumps, surface distortions and surface texture. The 3D imaging cameras provide a 8.9' (2.7m) of lateral road coverage and seamless road coverage in the direction of travel at speeds up to 45 mph (72kph). Multiple optical camera systems provide imagery of the road surface and ROW. An IMU (Inertial Measurement Unit) enabled GNSS position system provides position location, even in the event of intermittent satellite coverage.

STEP 2: DATA EXTRACTION

⇒ 1-2 MONTHS*

The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensor's raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the PCI for each road segment. StreetScan's GIS developers segment the pavement evaluation data from intersection to intersection and populate the database allocated to the segment.

*Estimated Time
STEP 3: DATA VISUALIZATION AND ANALYTICS

⇒ 1-2 WEEKS*

Municipalities are given access to our GIS web-based application, Streetlogix, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review PCI results, potholes, manholes and pavement images along with pavement history and other data client wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any state-of-the-art GIS solution.

*Estimated Time
STEP 4: MAINTENANCE PLANNING

⇒ 1-2 WEEKS*

Once the inventory, condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current conditions of the pavement network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions and generation of maintenance options and pavement management scenarios. At this stage, the Client’s preferred repair methods and associated costs are used to customize our pavement management module. The results are compiled and discussed in a report to the client.

*Estimated Time
APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

Sidewalk Inspection Service (IMU Data)

StreetScan inspects the municipalities’ sidewalks using a stroller-based collection system. The system is equipped with multi-view imaging cameras which are used to capture video of the sidewalks & surrounding area. A high-precision INS (inertial navigation system) enabled GPS system is used to provide accurate position location. This low-cost solution is a fast turn-around service which provides a cost-effective sidewalk assessment. The quality of the sidewalk is assessed by examining the variations measured by the accelerometers built into the GPS unit. The sensor is sensitive to changes in the sidewalk surface such as bumps, uplifts and cracking. Because this is supposed to be a low-cost solution, StreetScan does only minimal QC’ing of the data. Naturally occurring variations in the sidewalk, such as ramps can appear as “defects”. During data collection, the operators are instructed to start and stop data collection for a given segment on the sidewalk, to minimize the effects of ramps and similar sidewalk features. Occasionally, these features are unavoidable and end up in the data. StreetScan provides the client, through Streetlogix, the ability to edit these features out, updating results, and removing erroneous measurements. StreetScan is able to keep costs down, by allowing the customer to QC data themselves. However, StreetScan can provide this service at an additional cost.

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Rating</td>
<td>0-10 Rating Scale by sidewalk segment</td>
</tr>
<tr>
<td>Segment Length</td>
<td>Length in feet for each segment</td>
</tr>
<tr>
<td>Condition Heat Map</td>
<td>GIS condition heatmap layer</td>
</tr>
<tr>
<td>ADA Slope</td>
<td>Measurements are made at ~1° and while moving and are aggregated into 1m intervals. Typical accuracy is +/- 1 degree and is dependent on surface conditions. Sensor inherently has an overall accuracy of ~0.1 degree.</td>
</tr>
<tr>
<td>Material</td>
<td>Sidewalk Material</td>
</tr>
</tbody>
</table>

Sidewalk Inspection Service (3D Data- Optional)

After data is collected, QC technicians evaluate the video data back in the office to extract surface distresses which are then used to create a sidewalk condition rating (0-10 scale).

StreetScan measures the following distresses by reviewing video data collected in the field:

- Uplifts
- Surface Deterioration
- Bumps/Depressions/Surface Distortions
- Cracking

The features are evaluated within a 4’ interval and rated in severity from 1-3 (minimal, medium, severe).
### Attributes

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Rating</td>
<td>0-10 Rating Scale by sidewalk segment</td>
</tr>
<tr>
<td>Segment Length</td>
<td>Length in feet for each segment</td>
</tr>
<tr>
<td>Severe Features</td>
<td>GIS layer of all severe features</td>
</tr>
<tr>
<td>Feature Statistics</td>
<td>Failure statistics types &amp; severity per sidewalk segment</td>
</tr>
<tr>
<td>Features</td>
<td>GIS Layer of uplifts, bumps, holes, cracking, surface texture</td>
</tr>
<tr>
<td>ADA Slope</td>
<td>Measurements are made at ~1&quot; and while moving and are aggregated into 1m intervals. Typical accuracy is +/- 1 degree and is dependent on surface conditions. Sensor inherently has an overall accuracy of ~0.1 degree.</td>
</tr>
<tr>
<td>Material</td>
<td>Sidewalk Material</td>
</tr>
</tbody>
</table>

### ADA Sidewalk Width

StreetScan will manually calculate the sidewalk width from the 3D Data collected as this feature is not automated.

### ADA Ramp Compliance Survey

StreetScan will determine the compliance of ADA Ramps, measuring the following attributes: ramp slope & cross slope, road slope & cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition). As part of this service, StreetScan provides imagery of all ramps and a GIS data layer accessible in StreetLogix, showing location of ADA ramps and all measured properties.

**Deliverables:**
- GIS Layer with ramp location & missing ramps
- Image of ramps/no ramp
- Compliance
- Measured Attributes (shown below)

### Attributes

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GPS Location</td>
<td>Global Positioning System (GPS) location (typically +/- 1.5 meters)</td>
</tr>
<tr>
<td>Image</td>
<td>Image of Ramp</td>
</tr>
<tr>
<td>Ramp Slope / Cross Slope</td>
<td>Angle (+/- 1 Degree)*</td>
</tr>
<tr>
<td>Road Slope / Cross Slope</td>
<td>Angle (+/- 1 Degree)*</td>
</tr>
<tr>
<td>Flare Slopes</td>
<td>Angle (+/- 1 Degree)*</td>
</tr>
<tr>
<td>Ramp Width Compliance</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Landing Area Compliance</td>
<td>Yes, No/Obstructed</td>
</tr>
<tr>
<td>Tactile Pad</td>
<td>Present/Not Present &amp; Condition</td>
</tr>
</tbody>
</table>
Paving Markings

Through StreetScan’s existing collected data, our geospatial engineering team can extract pavement markings and insert them into a separate GIS layer. All data is accessible through StreetLogix. A visual review of the markings determine their current condition and whether maintenance is required.

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>Left Turn, Right Turn, Crosswalk etc.</td>
</tr>
<tr>
<td>Condition</td>
<td>The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments</td>
</tr>
<tr>
<td>Location</td>
<td>Global Positioning System (GPS) location (+/- 5 meters)</td>
</tr>
<tr>
<td>Pavement Marking Image</td>
<td>Accessible in StreetLogix Portal</td>
</tr>
<tr>
<td>Color</td>
<td>White, Yellow etc.</td>
</tr>
</tbody>
</table>

*Measurement device has a rated accuracy of 0.1 degrees. However, in practice due to variations in ground surface and location where measurement is taken, measured value can typically vary +/- 1 degree.

Traffic Signage

StreetScan’s traffic sign asset management service provides a simple solution for the Municipality to quickly and efficiently manage its traffic signs. StreetScan utilizes an algorithm to automatically locate traffic signs saving you time and money. Our geospatial engineering team then undergoes a rigorous Q&A process and collects multiple unique attributes.

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign Category*</td>
<td>Regulatory, Warning, Guide, School, Recreation, Information, General</td>
</tr>
<tr>
<td>Sign Type*</td>
<td>Federal or State MUTCD designation or custom designation for specialized signs</td>
</tr>
<tr>
<td>Position on Post*</td>
<td>Sign’s relative position, in column and row notation, among all signs mounted on the same structure</td>
</tr>
<tr>
<td>Sign Photo*</td>
<td>Digital image</td>
</tr>
<tr>
<td>Post Type</td>
<td>U-Channel, Round, Square, Light Pole, Signal Mast, etc.</td>
</tr>
<tr>
<td>Post Material</td>
<td>Steel, Wood, Concrete, etc.</td>
</tr>
<tr>
<td>GPS Location*</td>
<td>Global Positioning System (GPS) location (+/- 5 meters)</td>
</tr>
<tr>
<td>Position</td>
<td>Left, Right, Overhead, Center</td>
</tr>
<tr>
<td>Sign &amp; Post Condition</td>
<td>Good, Fair, Critical rating assessed through review of daytime digital images</td>
</tr>
</tbody>
</table>

*Attributes included for the basic sign inventory.

Sidewalk GIS Database
Automated Asset Management Proposal
York, ME

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:
- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:
- GIS layer of sidewalk locations

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:
- GIS Layer of catch basin

Roadway Manhole Objects (Valve & Manhole Covers)

StreetScan provides location of circular Manhole or other similar shaped access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:
- GIS layer of manhole locations

Tree GIS Database

StreetScan provides tree locations which are situated in the right of way, determined from existing data sources satellite imagery, Google StreetView or ScanVan images if available. All data is provided as a GIS Layer.

Deliverable:
- GIS layer of tree location
- Geotagged images of each tree

Streetlight GIS Database
Utilizing the ScanVan's cameras, StreetScan has the ability to review already collected data and extract the necessary street lighting attributes. A new street lighting data layer will be accessible through Streetlogix.

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GPS Location</td>
<td>Global Positioning System (GPS) location (+/- 5 meter)</td>
</tr>
<tr>
<td>Type</td>
<td>Cobra Head, Decorative/Ornamental</td>
</tr>
<tr>
<td>Wattage</td>
<td>Fixture output power (ballast not factored for non-LED lights)</td>
</tr>
<tr>
<td>Technology</td>
<td>LED, other</td>
</tr>
<tr>
<td>Pole Type</td>
<td>Wood, Metal, Concrete</td>
</tr>
<tr>
<td>Fixture Photo</td>
<td>Digital Image</td>
</tr>
</tbody>
</table>
# APPENDIX C – OUR CLIENTS

<table>
<thead>
<tr>
<th>Town</th>
<th>City</th>
<th>Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Braintree, MA</td>
<td>City of Newton, MA</td>
<td>Town of Somers, CT</td>
</tr>
<tr>
<td>Town of Amherst, MA</td>
<td>City of Portland, ME</td>
<td>Town of Sharon, MA</td>
</tr>
<tr>
<td>Washington State Parks</td>
<td>City of Providence, RI</td>
<td>Town of Kingston, MA</td>
</tr>
<tr>
<td>Town of Pembroke, ON</td>
<td>Town of Beverly, MA</td>
<td>Town of Hampstead, QC</td>
</tr>
<tr>
<td>Municipality of Port Hope, ON</td>
<td>City of Kenora, ON</td>
<td>Municipality of Stirling-Rawdon, ON</td>
</tr>
</tbody>
</table>
CASE STUDY

Newton, Massachusetts, Maximizes Road Repair Budget with GIS

Settled in 1630 and covering 18 square miles, the City of Newton, Massachusetts, consists of 13 villages supported by an aging street network. Host to Heartbreak Hill, the Boston Marathon’s most grueling uphill challenge, Newton’s roads get special attention once a year when tourists and media flock to the area. Home to 80,000 residents, the City needed a cost-effective method to assess and repair its road network for citizens and visitors.
The Challenge

Like most regional governments, Newton lacked data on the condition of its vast road network, which limited the City’s ability to make repairs. In surveys, Newton residents expressed concern about their deteriorating infrastructure assets. The City needed a fast, objective, and transparent way to assess roadway conditions and determine which roads needed repair, along with how and in what order they needed to be repaired. In addition to managing road maintenance, the City needed a more efficient way to keep a record of its streetlights and pavement markings.

The Partner

StreetScan provides a fast and affordable pavement and right-of-way asset management service that can be deployed citywide on a frequent basis. StreetScan uses vehicle-mounted sensing technology to assess road conditions in normal traffic flow and displays gathered information in a geographic information system (GIS) application: a web app with up-to-date data and a range of tools for decision-making.

The Solution

StreetScan’s mobile-sensing vehicle, ScanVan, is the physical heart of the asset management system, assessing pavements, traffic signs, pavement markings, and streetlight brightness on every road it traverses. ScanVan traveled Newton’s roads in normal traffic flow to gather data on the condition of the entire street network with optical, acoustic, and electromagnetic sensors. Once scanned, a variety of technologies from StreetScan and Esri, such as ArcPy scripts, ArcGIS Desktop, and ArcGIS Enterprise, was leveraged to generate PaveMON, a GIS web app with powerful visualization and budget-planning tools. This app provides road condition ratings on a scale of 0 to 100, with 0 being the worst and 100 being ideal, and prioritizes the areas to remediate. In addition to ScanVan results, traffic flow and proximity to schools were considered to prioritize roadway projects, addressing one of the main concerns of Newton residents for having safer school zones.

“Using StreetScan has saved us significant work assessing our transportation infrastructures. Our confidence in StreetScan’s results has led us to make our largest financial investment in road improvements in years.”

Nicole Freedman
Director of Transportation, City of Newton

The Results

Using PaveMON, the City can now see an enriched view of its street network with color-coded pavement conditions and other assets, along with images for every road and tools for data-driven budget and maintenance planning. StreetScan reported that Newton’s overall pavement condition index (PCI) was 62.5—almost 12 points below what is considered industry standard. With the objective and data-driven approach of ScanVan and PaveMON, the City was able to secure $100 million for a 10-year pavement management program that will raise the current average PCI to a projected rating of 80 on main roads and at least 72 on residential streets, making Newton a leader in infrastructure asset management.
CLIENT REFERENCES

Pavement Inspection and Management Services
Town of Somers, CT

Project Objective:
Collect objective road inspection data to provide accurate and objective pavement condition data and prepare custom Maintenance and Repair suggestions.

Project Description:
During a two-week period, StreetScan collected pavement condition, texture and roughness rating for each road segment (intersection to intersection). Additionally, location of road features such as potholes, manholes and cracks were collected.

Project Outcome:
StreetScan delivered a pavement management plan and decision-making solutions for 90 miles of roads via secure online web portal.

<table>
<thead>
<tr>
<th>Project Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contracting Agency</strong></td>
</tr>
<tr>
<td><strong>Contracting Agency Project Manager</strong></td>
</tr>
<tr>
<td><strong>Date of Completion</strong></td>
</tr>
<tr>
<td><strong>Consultant Project Manager</strong></td>
</tr>
</tbody>
</table>

151 South Bedford St., Suite #2 Burlington, MA 01803 | (617) 399-8239 | info@streetscan.com | www.streetscan.com
Pavement Inspection and Management Services
City of Portland, ME

Project Objective:

Collect objective road inspection data to provide accurate and objective pavement condition data and prepare custom Maintenance and Repair suggestions.

Project Description:

In a pilot project, StreetScan collected pavement condition, texture and roughness rating for each road segment (intersection to intersection). Additionally, location of road features such as potholes, manholes and cracks were collected.

Project Outcome:

StreetScan delivered a pavement management plan and decision-making solutions for 80 lane miles of roads via secure online web portal. Currently, StreetScan is assessing the remaining 400+ lane miles in Portland and will deliver a full maintenance and repair program.

<table>
<thead>
<tr>
<th>Project Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contracting Agency</strong></td>
</tr>
</tbody>
</table>
| **Contracting Agency Project Manager** | Chris Branch, Public Works Director  
(207) 874-8801  
cbranch@portlandmaine.gov |
| **Date of Completion** | January 5, 2017 |
| **Consultant Project Manager** | Scott Macintosh, Chief Technology Officer  
(617) 399-8236  
scott.macintosh@streetscan.com |

151 South Bedford St., Suite #2 | Burlington, MA 01803 | (617) 399-8236 | info@streetscan.com | www.streetscan.com
Pavement Inspection and Management Services
City of Brockton, MA

Project Objective:
Collect objective road inspection data to provide accurate and objective pavement condition data and prepare custom Maintenance and Repair suggestions.

Project Description:
Over 6 weeks, StreetScan collected pavement condition, texture and roughness rating for each road segment (intersection to intersection). Additionally, location of road features such as potholes, manholes and cracks were collected. StreetScan also performed subsurface data analysis using its air-coupled Ground Penetrating Radar (GPR) arrays for roads requested by the City. The City was able to secure funding under Chapter 90.

Project Outcome:
StreetScan delivered a pavement management plan and decision-making solutions for 566 lane miles of roads via secure online web portal.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 21, 2019

DATE ACTION REQUESTED: March 25, 2019

SUBJECT: DPW Bid Award – DPW’s Garage Floor Scrubber.

<table>
<thead>
<tr>
<th>ACTION</th>
<th>DISCUSSION ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗</td>
<td>□</td>
</tr>
</tbody>
</table>

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

On June 25, 2018 the Board of Selectmen approved the rehab and repair to three of DPW’s garage floors. The garage floor work was successfully completed late last summer.

DPW demoed machines by both companies this spring. Industrial Concrete Services (the company that installed the new floors) recommended the Tennant Machine.

DPW solicited prices for a industrial floor scrubber to clean the newly installed garage floors of the highway garages at the Chase’s Pond Road facility and the Route 1 facility. The following prices were received:

1. Tenant: $12,408.89  
2. Nitco: $13,500.00

RECOMMENDATION: DPW recommends that the Tennant (Model T500 Scrubber) be purchased to clean the new garage floors at DPW’s Highway Garages at the Chase’s Pond Road Facility and the Route 1 facility.

PROPOSED MOTION: I move to award the purchase of the Tennant Industrial Floor Scrubber (Model T500) in the amount of $12,408.89.

FISCAL IMPACT: $12,408.89

DEPARTMENT LINE ITEM ACCOUNT: 100.0303.6006

BALANCE IN LINE ITEM IF APPROVED: $27,868.11

PREPARED BY: _Dean Lessard_  REVIEWED BY: _[Signature]_
## Quotation

**Quotation Number**: 24777076  
**Quotation Date**: 02/01/2019  
**Valid Until**: 04/01/2019  
**PO Number**: QUOTE T500  
**Delivery Terms**: FOB SHIPPING PT FRT PPD & ADD  
**Payment Terms**: Net 30 Days  
**Currency**: US Dollars

---

### Ship-To

**TOWN OF YORK**  
**DEPT OF PUBLIC WORKS**  
**115 CHASES POND RD**  
**YORK ME 03909**

### Customer Number 3943985

**TOWN OF YORK**  
**DEPT OF PUBLIC WORKS**  
**115 CHASES POND RD**  
**YORK ME 03909**

### Bill-To

**TOWN OF YORK**  
**DEPARTMENT OF PUBLIC WORKS**  
**186 YORK ST**  
**YORK ME 03909**

---

### Table

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Material</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PC</td>
<td>M-T500</td>
<td>MODEL T500 SCRUBBER T500-700-Cylindrical 700 mm / 28&quot; Conventional Wet 260AH C/20 On-Board Charger for T500 STD-T500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Machine as equipped**

- **Trim Level**: Pro Membrane Panel  
- **Cleaning Type**: Cylindrical  
- **Cleaning Width**: 700 mm / 28"  
- **Cleaning Technology**: Conventional  
- **Squeegee Width**: Standard  
- **Squeegee Material**: Linatex  
- **Power Source**: Battery  
- **Drive Type**: Standard  
- **Battery**: Wet 260AH C/20  
- **Battery Watering System**: Smart-Fill Automatic  
- **Charger Location**: On-Board  
- **Charger**: 25A 100-240V AC 50/60Hz 1Ph  
- **Charger Power Cord**: US Plug End  
- **Spray Nozzle with Hose**: Yes  
- **Auto Fill**: Yes

---

**Prepared By**: Alicia Zahn, Customer Service Representative
# Quotation

<table>
<thead>
<tr>
<th>Quotation Number</th>
<th>24777076</th>
</tr>
</thead>
<tbody>
<tr>
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<td>02/01/2019</td>
</tr>
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<tr>
<td>PO Number</td>
<td>QUOTE T500</td>
</tr>
<tr>
<td>Delivery Terms</td>
<td>FOB SHIPPING PT FRT PPD &amp; ADD</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>Net 30 Days</td>
</tr>
<tr>
<td>Currency</td>
<td>US Dollars</td>
</tr>
</tbody>
</table>

## Ship-To
TOWN OF YORK  
DEPT OF PUBLIC WORKS  
115 CHASES POND RD  
YORK ME 03909

## Customer Number 3943985
TOWN OF YORK  
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YORK ME 03909

## Bill-To
TOWN OF YORK  
DEPARTMENT OF PUBLIC WORKS  
186 YORK ST  
YORK ME 03909

<table>
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<tr>
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<th>Material</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Recovery Hose Material</td>
<td>Polyurethane (Oil Resistant)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recovery Tank Drain</td>
<td>Drain Control Valve</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Parking Brake</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tires</td>
<td>High Traction</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cleaning Tool</td>
<td>Polypropylene Brush</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Warranty</td>
<td>Standard Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Operator Manual</td>
<td>English</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Packaging</td>
<td>Pad Wrap</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Price       | 16,393.00 | 16,393.00 |
| Additional Discounts | -4,426.11 | -4,426.11 |
| Net Value   | 11,966.89 | 11,966.89 |

| Subtotal    | 11,966.89 |
| Net Freight | 442.00    |
| Total       | 12,408.89 |
ATTN: Matthew Gray

We are pleased to submit the following quotation for your review and consideration. We propose to furnish the equipment described herein with the specifications, terms, and conditions outlined hereinafter.

(1) NEW Advance SC800 Cylindrical Walk-Behind Scrubber

**Standard Features:**
- Scrub Width: 28 inches
- 25 Gallon Solution & Recovery Tanks
- EcoFlex Green Cleaning Technology
- Ultra-Flow Squeegee System with Break-away
- 39.5 inch Squeegee Blade with four-sided wiping
- 2/3 HP, 490W 3 Stage Vac motor
- Easyflow Drain Hose
- Safety Paddle System with Variable speed forward and reverse
- Integrated Debris Cage
- Easy Mount Scrub Brushes
- Self-Propelled
- 24 Volt System with Onboard Charger
- Warranty- 5 Years Parts (1 year vac motors) 
  2 Years Labor

**Price for above unit, Delivered and Installed:** $13,500.00

**Full Pay Off Lease:** $1 Buy Out
- 36 Months: $409.14
- 48 Months: $315.48
- 60 Months: $259.41

*All Prices Above Do Not Include Taxes*

We thank you for the opportunity of submitting this quote and look forward to receiving your valued order.

Accepted by: ___________________________ P.O. #: ___________________________

Title: ___________________________

Date: ___________________________
PUBLIC HEARING NOTICE
Town of York – Board of Selectmen
March 25, 2019
7:00 PM
York Public Library

The Town of York Board of Selectmen will hold a Public Hearing on March 25, 2019 regarding a new Business License Application submitted for the following:

- DKL Operations, LLC DBA: The Lighthouse Inn and Carriage House (Bed and Breakfast); located at 20 Nubble Road
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 21, 2019

DATE ACTION REQUESTED: March 25, 2019

SUBJECT: New Business License Application

| ACTION | DISCUSSION ONLY |

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All approvals are contingent on taxes being current and all appropriate departments (inspections) giving approval; See “Department Approvals” on page two. Signed business license applications and certificates will not be released to the applicant until all necessary department approvals have been received.

RECOMMENDATION: Approve the New Business License attached.

PROPOSED MOTION: I move to approve the following licenses:

- DKL Operations, LLC DBA: The Lighthouse Inn and Carriage House (Bed and Breakfast); located at 20 Nubble Road

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: DKL Operations, LLC DBA The Lighthouse Inn and Carriage House

Street Address: 20 Nubble Road, York Beach, ME 03910

Business Owner: Dole Patzer

Mailing Address: 93 Fall Mill Rd, York, ME 03909

Business Manager: Kezisziw Lubniski

Phone Number: 207-216-5188

E-mail Address: doloedilacamonr.net

Mailing Address: 93 Fall Mill Rd, York, ME 03909

Phone Number: 207-218-0363

E-mail Address: kslubniski@gmail.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 ☐ NEW BUSINESS

Please indicate which Licenses or Local Approvals you seek:

Lodging:
☑ Bed and Breakfast License (C/F)
☐ Innkeeper License (C/F)
Number of Rooms: 31

Food and Beverage:
☐ Food Service License (C/F)
Number of Seats: ___ / ___ (Existing / Proposed)
☐ Liquor License (F/P)
☐ Bottle Club License (F/P)

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
S – Sewer District Inspection Required  W – Water District Inspection Required

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031
Village Fire Department: (207) 363-1015  Beach Fire Department: (207) 363-1014
York Sewer District: (207) 363-4232  York Water District: (207) 363-2265

Other Municipal Water and Sewer Districts may apply depending on your business location.

- CONTINUE TO BACK PAGE OF APPLICATION -
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 22, 2019

☑ ACTION

☑ DISCUSSION ONLY

SUBJECT: Harbor Study

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Proposal from the Harbor Board is attached.

The Harbor Board has spelled out a process that includes the Harbor Study, followed by an opportunity to proposed regulatory changes for November 2019.

I assume the funding for the study will come from Harbor management funds so this should be established at the meeting.

RECOMMENDATION: proceed as recommended.

PROPOSED MOTION: I move to direct the Harbor Board, with staff support from the Harbor Master, to implement their proposed course of action to draft a Harbor Management Plan and pursue implementation.

Prepared by Stephen H. Burns, Town Manager:
March 21, 2019

From: Harbor Board

To: Board of Selectmen

The York Harbor Board has spoken to four consulting companies regarding developing a Harbor Management Plan and performing a study to determine the capacity of the York River. The study would be performed from approximately June 15 to July 15. Below is a list of the companies:

1) Normandeau Associates Inc., Bedford, NH
2) GEI Consultants, Inc., Portland Maine
3) Childs Engineering Company, Bellingham, MA
4) Baker Design Consultants, Freeport, Maine

The Harbor Board has asked each of these companies to attend a Harbor Board meeting, listen to our concerns and issues, and prepare a proposal to address these concerns.

Proposed Timeline:

April 3 – Harbor Board regular meeting – discuss issues for study. Form study committee.

April 17 – Harbor Board study committee meeting – bring in the four consulting companies, request bids due on May 15 at 4:00pm at Town Hall.

May 1 – Harbor Board regular meeting.

May 15 – Harbor Board study committee meeting – open, review, and rank bids.

May 20 – Select Board meeting – Harbor Board presents bids and recommendations.

May 21 – Harbor Board notifies approved bidder.

June 5 – Harbor Board regular meeting – kick-off meeting with consultant.

June 19 – Harbor Board study committee meeting – progress report from consultant.

July 10 – Harbor Board regular meeting – progress report from consultant.
July 24 – Harbor Board study committee meeting – review study results. Draft dock ordinance.

July 31 – Entire Harbor Board special meeting – public hearing on proposed dock ordinance.

August 1 – Submit proposed dock ordinance to Town Manager.

We have prepared this timeline with the goal to get a new dock ordinance on the November ballot. This timeline is tight, with no room for delays. Without meeting with prospective bidders, we do not know if this timeline is reasonable and achievable. We will report back to the Select Board after the April 17 meeting.

The Harbor Board would welcome input from the Select Board on issues related to this study.

Thank you
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 20, 2019

DATE ACTION REQUESTED: March 25, 2019

ACTION

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
On April 24, 2017 the Board of Selectmen approved the following short list of professional on-call engineering Services in the following project categories:

-Bridges and Minor Spans: (WSP/ Parsons and Brinckerhoff, CMA, Milone & MacBroom);
-Roads: (Gorrill Palmer, CMA, Ransom)
-Drainage/Stormwater: (Ransom, Wright Pierce, Underwood)
-Traffic/Intersection: (Gorrill Palmer, Milone & MacBroom, Sebago)
-Municipal Buildings: (Civil Consultants, Sebago, Wright Pierce)
-Construction Administration/Other: (CLD, Tidewater, Ransom)
-Long Range Planning and Design (Milone & MacBroom, Wright Pierce, Gorrill Palmer)

The Department of Public Works met and requested a proposal from Sebago Technics because of their experience with planning and designing public works facilities throughout the State of Maine. Sebago Technics’ proposal is included with this request action form.

RECOMMENDATION: Approve the award of Sebago Technics proposal for professional services to create a master plan for DPW’s Route 1 property in the amount of $15,000.

PROPOSED MOTION: I move to approve the award of Sebago Technics proposal for professional services to create a master plan for DPW’s Route 1 property in the amount of $15,000.

FISCAL IMPACT: $15,000
DEPARTMENT LINE ITEM ACCOUNT: 100.0303.8001

BALANCE IN LINE ITEM IF APPROVED: $90,895.40

PREPARED BY: Dean Lessard

REVIEWED BY: [Signature]
March 18, 2019
19085

Dean A. Lessard, P.E., Director of Public Works
Town of York, Maine
186 York Street
York, Maine 03909

Proposal for Professional Services — York Public Works Masterplanning

Dear Dean:

I appreciated the opportunity to meet with you and members of your staff this past week to review plans for a new public works facility and to tour the Westbrook Facility we designed a couple of years ago. As we discussed, the town would initially like to develop a masterplan for the former MDOT property that was recently acquired by the Town of York.

Sebago Technics, Inc has worked with several communities to develop masterplans, design and provide construction services for public works facilities. Each facility has its own individual operational characteristics and needs with some common features. Recent facilities include the Town of Orono, City of Westbrook, City of South Portland and City of Portland. As discussed, our initial work will be to work with the Town of York to develop a masterplan and better understand how the facility might be phased along with associated permitting and potential development costs. To assist in this initial masterplanning phase, we offer the following scope of work for consideration.

Project Understanding and Development Program:

The Town of York has acquired the former MDOT maintenance facility located at 810 US Route One in York Maine. The Site is approximately 40 acres in size and partially developed as a former MDOT Maintenance facility with a communications tower. A property survey was provided to Sebago Technics, Inc. dated January 13, 2010 prepared for the State of Maine. Review of the Town of York GIS mapping information suggests the property is mostly wooded with the exception of the developed MDOT Maintenance facility, contains wetlands, is partially located in a shoreland zone and has access to public water but no public sewer.

The existing buildings onsite were most likely constructed in the early 1970’s and according to the town assessor database are single story structures of masonry construction with concrete floors, aluminum siding and oil heat. Due to the age of the buildings, the Town should consider having a hazardous materials assessment completed for asbestos, PCB’s and lead paint. In addition, the town may want to review the MDEP records for any reported oil/fuel spills given the age and use of the site. If the Town desires, Sebago Technics can provide a scope of work and budget for a Phase 1 Environmental Site Assessment (ESA).

We understand the Town would like to reuse of the existing maintenance buildings for vehicle storage supplemented by construction of a new Public Works Maintenance, Office and Operations building.
Information provided by the Town suggest the following program elements are desired for the new buildings and site masterplan.

Employees:
- 17 Public works employees
- 1 Town Engineer employee
- 4 Equipment maintenance personnel

Equipment:
- Approximately 30 Public works vehicles
- Storage for approx. an additional 60 pieces of smaller equipment i.e. trailers, hydro seeder, pumps, plows, sanding units and other seasonal equipment

Miscellaneous Services and Storage:
- New DPW administrative office building with staff and visitor parking.
- New salt shed for 3,500 yards of materials.
- New Liquid De-Icing facility
- New mechanical services garage for all municipal vehicles.
- New wash bay facility for all municipal vehicles.
- New above ground fueling facility for all municipal vehicles.
- New additional heated truck & equipment garage.
- New indoor cold storage building for plows, salt spreaders, trailers, tractors & seasonal equipment.
- Dedicated area for handling and storage for construction materials, aggregates, etc.
- Snow dump area to be included in proposed site if possible.

Project Approach and Scope of Work

Working with York Public Works staff, will focus our efforts on developing a site masterplan and a basic opinion of probable site development costs for general planning purposes. The scope of services for this phase of the project will form the eventual basis for the design, permitting and construction phases of the project. Our project scope will include:

1. Site Programming and Spatial Needs Assessment. This will be a coordinated and interactive effort with York Public Works Staff. We would propose to hold this programming meeting at Sebago Technics, Inc. to review and discuss the utilization of the property, new construction, reuse of buildings, site constraints, permitting, phasing and costs.

2. Preparation of a conceptual site masterplan that will depict the general facility layout and area requirements. The intent is to determine the minimum area needed to accommodate buildings and operations. We anticipated 2 or 3 concepts plans to key in on a preferred masterplan.

Conduct a general evaluation of the property using information obtained from publicly available GIS information. We will review published resource maps including aerial mapping, topography, soils maps, flood plain maps, zoning, national wetland inventory maps, historic uses, Maine Department of Inland Fisheries and Wildlife (IF&W) published information and related sources of data. For topography, we plan to utilize LIDAR information. This will provide an initial screening of each site to better understand potential opportunities and constraints.
Perform site reconnaissance to review physical characteristics including access, topography, general soil conditions, drainage and other physical/general factors that may influence development opportunities and costs. This is an important subtask and would suggest that representatives from York Public Works attend the site walks. We plan to complete all sites during the springtime when we can better assess wetlands and the potential for vernal pools.

3. Prepare an opinion of probable costs for the masterplan. This will be a high-level estimate based upon building square footage development costs and general considerations for site development.

4. Identify probably permitting based upon the project size and project site.

5. Preparation of a report of findings.

6. Contract the Town Planner and review the concept plan and confirm permitting requirements

7. Meetings and coordination with the York Public Works staff (3 assumed).

8. We have also included a couple of additional items that we would recommend based upon our experience with other public works facility. We have separated out these costs for you to determine if you would like to include them.

   a. Vernal Pool and Wetland Mapping of the property. Review of Town GIS information suggests wetlands and potential site conditions exist that may be conducive to vernal pools. Since vernal pools can only be mapped during the vernal pool breeding season that occur in early to mid-April in York County, now would be the time to review the site. We highly recommend this work be completed at the early stages of planning since vernal pools are regulated by both the USACE and Maine DEP that can become problematic due to buffer requirements and setbacks. Mapping the wetlands is also important verify not only the presence of the wetlands but types of wetlands and any associated adjacency limitations and/or impacts that may result in regulatory permitting and compensatory mitigation.

   b. We often involve an architect in the spacial programming for the new fleet maintenance building. The programming work is beneficial since it provides an opportunity to plan for a variety or building needs and utilization. These might include offices, reception, conference rooms, storage areas, locker rooms, training space, kitchen area, parts room, mechanic spaces, bay spaces, fabrication/welding, wash bay, bulk fluids, IT, compressor room, mezzanine space, parts room, mechanical and electrical spaces and how these spaces interrelate tailored to York’s Public Works Operation. We generally have the architect meeting with staff, review operational needs and have an open planning discussion on a number of operational and spacial considerations. Once that is complete, our architect will prepare floor plan and meet with York staff to review, refine and provide as space plan for sizing the building and estimating costs.

**Schedule**

We would anticipate a 2 to 4-month time frame to complete the site feasibility planning.
Fee Schedule

We propose to complete the provided scope of services on a time and materials basis invoicing the Town of York monthly as work progresses with a not to exceed budget as follows:

1. Tasks 1 through 7: $15,000.00
2. Task 8 - Optional Services but Recommended:
   a. Vernal Pool and Wetland Mapping: $3,800.00
   b. Architectural Programming and Floor Plan: $5,500.00

At this time, we have not included any test pitting or geotechnical services on the properties and limited our assessments to observed site conditions and review of publicly available mapping. Expenses such as mileage, postage and reproduction will be billed in addition to the fees above as they are incurred. For planning purposes, we would anticipate reimbursable costs to be approximately $750.00. Our standard terms and conditions are attached.

Closure:

As always, please contact me if you have any questions or require further information. We look forward to being part of the York project team.

Sincerely,

SEBAGO TECHNICS, INC.

Owens A. McCullough, P.E., LEED-AP
Sr. Vice President, Strategy and Client Development

OAM: jg
Enc.

ACCEPTED and AUTHORIZED
(Sebago Technics Job # 19085)

By: ________________________________

Representing: ________________________________

Title: ________________________________

Date: ________________________________
## Municipal Services Rates

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate/Hr.</th>
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<tbody>
<tr>
<td>Engineering/Project Management</td>
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<tr>
<td>Principal (Transportation)</td>
<td>$155.00</td>
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<td>Principal (Engineering)</td>
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<tr>
<td>Senior Project Manager</td>
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<td>Project Engineer / Soils-Wetlands Scientist</td>
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<td>Transportation/Traffic Engineer / Senior Civil Engineer</td>
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<td>Civil Engineer / Permitting Specialist / Environmental Scientist</td>
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<tr>
<td>Construction Inspector</td>
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<td>Principal (Survey)</td>
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<tr>
<td>Professional Land Surveyor / Survey Project Manager / Director (Geomatics, GIS)</td>
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<td>Senior Survey Technician / GIS Technician</td>
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<tr>
<td>Survey Technician / Field Crew (per member)</td>
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<tr>
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All amounts due Sebago Technics, Inc. shall be due and payable upon presentation of an invoice. Invoiced amounts for professional time shall be billed at the hourly rates cited above for the time incurred on the project. Hourly rates may be subject to change without advance prior notice. Overtime may be charged at 1.5x the rate noted above. Reimbursable expenses, including administrative fees, shall be included on Invoices as the expenses are incurred. Technology support services fee will be charged at $1.00 per hour. Subconsultant and/or vendor services will be billed at cost plus 10%. Any sales, service, or use taxes levied by any governmental authority which would be deemed applicable by Sebago Technics, Inc. will be invoiced in addition to any stated fee and/or reimbursable limits.

Sebago Technics, Inc. reserves the right to suspend or terminate this Agreement and charge 1.5% interest per month on Invoiced amounts due which are more than thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to Sebago Technics, Inc.

Rev. 01/01/19
GENERAL: These Standard Terms and Conditions, listed in alphabetical order, along with the: 1) Proposal, Letter Agreement, or Contract; 2) Standard Fee Schedule (if included); and 3) Seabago Technologies Electronic File Confidentiality and Transfer Disclaimer form, to which these Standard Terms and Conditions are attached and incorporated into, shall be the "Agreement" between Seabago Technologies, Inc. ("Seabago Technologies") and the entity or person to whom the Agreement is addressed ("Client"). The headings and titles of the paragraphs of these Terms and Conditions are not part of the headings and titles of any other part of the Agreement and serve for convenience purposes only and are not intended to define, limit or construe the contents of the various paragraphs.

1. ACCESS TO SITE. Unless otherwise stated, Client grants Seabago Technologies full access to the site for all activities necessary for the performance of the services set out in the Scope of Services. Seabago Technologies will take reasonable precautions to minimize damage due to its activities. Unless otherwise stated, Seabago Technologies has not included any costs in its Compensation for any restoration.

2. ADDITIONAL SERVICES. Additional Services are those services not specifically set forth in the Agreement setting forth the scope of work and/or services Seabago has agreed to perform ("Scope of Services"). Seabago Technologies will notify the Client of any significant change in the Scope of Services which will be considered additional services and costs for which Client agrees to pay on an hourly basis or as incurred in accordance with Seabago Technologies latest fee schedule and/or as reported to the Client.

3. APPLICABLE LAW. The Agreement shall be governed and interpreted by the laws of the State of Maine. All suits except for enforcement of liens must be brought in Cumberland County Superior Court in Maine.

4. ASSIGNMENT. Neither party shall assign its rights and/or obligations hereunder to any other party without the written consent of the other party. Seabago Technologies reserves the right to use consultants and/or sub-contractors to complete the work described under the Scope of Services as it deems necessary.

5. BILLING/PAYMENTS. Invoices for services and expenses incurred will be submitted monthly and are due upon receipt. An invoice shall be considered PAST DUE if payment is not received within 30 (forty) days after the invoice date. Should payment not be received, Seabago Technologies may, at its sole discretion, without waiving any claim or right against the Client and without any liability to the Client, terminate its performance of services. Interest charges may be applied to ALL PAST DUE amounts. Seabago Technologies reserves the right to commence legal action, seek additional legal counsel, or situate liens on Client’s property, and/or collect charges and fees owed to it. Should Seabago Technologies incur expenses to collect its outstanding fees, Client agrees to reimburse Seabago Technologies for all such expenses including reasonable attorney and paralegal fees, court costs, and other related expenses.

6. BURIED UTILITIES. Seabago Technologies will conduct research that it deems necessary and will prepare a plan indicating the location intended for subsurface penetrations and/or proposed underground infrastructure with respect to the assumed locations of all existing subsurface utilities. Although such services will be performed by Seabago Technologies, or its subcontractor, using its industry’s ordinary standards of care, the Client acknowledges that Seabago Technologies’ research may not identify all existing underground utilities and that the information upon which Seabago Technologies relied may contain errors and omissions. The Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold Seabago Technologies harmless from any and all claims, liability, and costs of defense, including, but not limited to, its attorney and paralegal fees and costs, whether or not actual litigation is commenced for all liability, injury, or losses arising or allegedly arising from errors or omissions related to buried utilities.

7. COMPENSATION/BUDGET. Unless stated as a specific sum due, the total fee set forth shall be an estimate, based upon the stated Scope of Services, Seabago Technologies’ understanding of the work being requested by the Client, and Seabago Technologies best estimate and understanding of the work that is actually required. The Compensation/Budget shall not be exceeded by more than ten percent (10%) without further authorization from the Client. If the Compensation/Budget is based on an hourly basis, the rates shall be those that prevail at the time the services are rendered. Rates are subject to change without prior notification. Reimbursable expenses shall include, but are not limited to those for travel, survey supplies, equipment use, telephone, photocopies, plan copies including vault drawings, fax, postage, and should overnight travel be required, lodging and per diem for meals and other reasonable expenses.

8. CONFIDENTIALITY. Seabago Technologies agrees to keep confidential and will not disclose to any person or entity other than its employees and sub-consultants any data and information furnished to Seabago Technologies stated to be or that is marked "Confidential" by the Client. Seabago Technologies will not disclose such information without Client’s prior consent except to the extent required for: 1) performance of services under the Agreement; 2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; 3) compliance with any court order, statute, law, or governmental directive; and/or 4) protection of Seabago Technologies from the performance of services under this Agreement. Seabago Technologies’ obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. CORPORATE PROTECTION. Client agrees that Seabago Technologies' services performed pursuant to this Agreement for Services and any Additional Services rendered for Client’s project shall not subject any of Seabago Technologies’ individual employees, officers, directors, or agents to any personal legal liability. Client agrees that its sole and exclusive remedy for any claim, demand, or suit related to the Scope of Services and any Additional Services shall be directed and asserted only against Seabago Technologies, which is a Maine corporation. The Client further agrees to extend this limitation to Seabago Technologies’ corporate sub-consultants.

10. COUNTERPARTS AND DUPLICATE ORIGINALS. This Agreement may be executed in one or more counterparts which, when combined, shall constitute one complete original and may be executed in duplicate originals.

11. DISPUTE RESOLUTION. Seabago Technologies and Client agree that prior to the initiation of legal proceedings, they shall first submit any and all unsettled claims, controversies, disputes, and other matters in question between them arising out of or relating to the Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of the Agreement. This provision shall survive completion or termination of the Agreement, however, neither party shall seek mediation of any claim or dispute arising out of the Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Furthermore, Seabago Technologies is not required to mediate claims and/or causes of action if it is prosecuting mechanic’s liens or seeking injunctive relief.

12. ELECTRONIC MEDIA. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional. Accordingly, documents in electronic media form are for informational purposes only and are not an end product. Making electronic information available to the Client in no way implies that the recipient is required by Seabago Technologies to use it. Use of electronic information supplied by Seabago Technologies in this format is at the sole risk and liability of the user. Client agrees to defend, indemnify, and hold harmless Seabago Technologies from any claims, liabilities, losses, or damages arising out of the use, reuse, or alteration of electronic media. Seabago Technologies makes no warranties or representations, either expressed or implied, regarding the fitness or merchantability of the electronic information. Seabago Technologies is not required to (and may not) provide Seabago Technologies’ Electronic File Confidentiality and Transfer Disclaimer form. Any electronic files submitted by Seabago Technologies to the Client have an acceptance deadline of forty-five (45) days. During this period, any defects reported by the Client to Seabago Technologies will be corrected pursuant to their original Scope of Services. However, upon the expiration of this acceptance period, any defects claimed by the Client and reported to Seabago Technologies shall be addressed by Seabago Technologies, which shall be compensated therefore as Additional Services.

13. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the Client and Seabago Technologies with respect to the subject matters stated herein and the conditions, warranties, representations, discussions, and agreements between the parties. This Agreement is by and between Client and Seabago Technologies as to the subject matter of the Agreement. The conditions set forth in the Agreement shall survive the completion of Seabago Technologies’ services under the Agreement and the termination of any services for cause.

14. ENVIRONMENTAL SITE ASSESSMENTS (ESAs). Should Seabago Technologies be hired to perform any ESA services, the Client agrees to the fullest extent permitted by law to indemnify and hold Seabago Technologies harmless from any and all claims, liability, and costs of defense, including, but not limited to, its attorney and paralegal fees and costs, whether or not actual litigation is commenced, for all liability, injury, or losses arising or allegedly arising from errors or omissions related to buried utilities.

15. FORCE MAJEURE. Except for Client’s obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party affected, and in no event shall Seabago Technologies be held liable for acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, request or intervention of a governmental authority, court order, labor relations, accidents, delay or inability to obtain materials, equipment, fuel, or transportation.

16. HIDDEN CONDITIONS. A condition is hidden if concealed by existing conditions or is not capable of investigation by reasonable visual observation. If Seabago Technologies has reason to believe that such a condition may exist, the Client agrees to authorize and pay for all costs associated with the reasonable investigation of such condition and, if necessary, all costs to correct the condition. If the Client either fails to authorize such investigation or correction after due notification or should Seabago Technologies have reasonable belief no such condition exists, the Client agrees to be solely responsible for all risks associated with the condition and agrees that Seabago Technologies shall not be responsible for the condition nor shall it have any liability with respect thereto as to the Client and all third parties.

17. INDEMNIFICATION. The Client agrees to indemnify and hold harmless Seabago Technologies, its officers, directors, employees, employees and agents, and against any and all claims, damages, losses, and expenses (including reasonable attorney and paralegal fees and costs whether or not formal litigation is commenced) arising out of or resulting from performance of Seabago Technologies work provided that any such claims, damages, losses, and expenses are caused in whole or in part by the negligent act, omission, or strict liability of the Client, anyone directly or indirectly engaged by the Client (other than Seabago Technologies), or anyone for whose acts any of them may be liable.

18. INFORMATION PROVIDED BY OTHERS. After Seabago Technologies has advised the Client about the information required for Seabago Technologies to adequately perform its Scope of Services and any Additional Services, Client shall provide Seabago Technologies all requested information available to the Client and its consultants, agents, and contractors and Seabago Technologies shall be entitled to rely upon the accuracy and completeness of such information. Because it is impossible to assure the accuracy, completeness, and sufficiency of information
due to errors or omissions which may have occurred in assembling the information the Client and/or its agents are providing to Sebago Technics, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Sebago Technics and its sub-contractors harmless from any and all claims, liability and costs of defense, including but not limited to its attorney and paralegal fees and costs, whether or not actual litigation is commenced, for all liability, injury or losses arising or allegedly arising from all errors, omissions or inaccuracies in all documents, specifications and information provided to Sebago Technics by the Client and/or its agents.

19. INSOLVENCY/AVOIDANCE OF PAYMENTS. In the event of a filing under the Federal Bankruptcy Code of a case by or against Client or in the event of the commencement by or against the Client of any state law proceeding for the liquidation of its assets or for the reorganization of its debts, Sebago Technics obligations under this Agreement are immediately relieved. To the extent that the Client makes a payment or payments to Sebago Technics which are in whole or in part subsequently invalidated or are declared to be a preference and are set aside and/or required to be repaid to any party under any bankruptcy or insolvency law, state or federal law, common law, or equitable cause, then to the extent such payments are set aside or are repaid, they shall be reinstated and included in what the Client owes Sebago Technics.

20. INSURANCE. During the term of this Agreement, Sebago Technics agrees to provide insurance coverage for Professional Liability, Commercial General Liability, Worker’s Compensation and Employer’s Liability, and Automobile Liability for all of its employees. Evidence of this coverage can be provided upon request.

21. LEGAL ACTION, FEES AND COSTS. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentation, warranty, or failure to perform in any manner, orbreach of contract, however expressed, shall be barred two (2) years from the date of the completion of Sebago Technics’ services. In the event the Client institutes a suit against Sebago Technics, and if such suit is successfully prosecuted, or if it is dismissed, or if a verdict or judgment is rendered, Sebago Technics agrees to pay Sebago Technics any and all costs of defense, including attorney fees, expert witness fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Sebago Technics. In the event Sebago Technics utilizes an attorney to collect what it is owed under this Agreement with the Client, the Client agrees to pay all of Sebago Technics’ reasonable attorney and paralegal fees, whether or not formal litigation is commenced, as well as all Court costs and other related expenses.

22. LENDER’S OR OTHER PARTY’S REQUIREMENTS. Sebago Technics shall not be required to execute any documents subsequent to the execution of this Agreement that in any way, in Sebago Technics’ sole judgment, may increase Sebago Technics’ contractual or legal obligations or risks or the availability or cost of Sebago Technics professional or general liability insurance.

23. NO FIDUCIARY DUTY. Client acknowledges that Sebago Technics does not owe it a fiduciary duty, that Client has had the opportunity to engage counsel prior to entering into the Agreement, and enters into the Agreement of its own free will and accord.

24. NOTICE. In the event that any notice is required or may be given under the Agreement, then notwithstanding any other term or provision to the contrary, it shall be deemed given: (a) two (2) business days after deposit in the United States mail, first class, postage prepaid; (b) one (1) business day after placement with an overnight courier service which provides proof of delivery; or (c) if by facsimile transmission or email of such notice, the times in either (a) or (b) above, it being required that notice shall also be given by mail or overnight courier, addressed to the recipients as follows:

To Sebago Technics: Sebago Technics, Inc. 75 John Roberts Road, Suite 4A South Portland, ME 04106
To Client: Notices Sent to Same Address as Proposal, Letter Agreement, or Contract, unless otherwise noted.

25. OWNERSHIP OF INSTRUMENTS OF PROFESSIONAL SERVICE. All field data, notes, reports, plans, specifications, and all other related information and documents, including CADD documents, no matter in what form they may be fixed, that are prepared by Sebago Technics are considered to be “instruments of Professional Service” which shall remain the sole property of Sebago Technics. Sebago Technics, however, acknowledges that the final plans and specifications generated on behalf of the Client shall become the property of the Client upon completion of the work and receipt of full payment therefore.

The Client agrees that it will not reuse or modify the plans and specifications in any way without first receiving written authorization from Sebago Technics. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Sebago Technics harmless from any and all claims, liability, and costs of defense including, but not limited to, its attorney and paralegal fees, whether or not actual litigation is commenced, arising or allegedly arising out of any unauthorized reuse or modification by the Client, its agents, or any person or entity that acquires or obtains the plans and specifications from or through the Client and reuses or modifies them. In no event shall Sebago Technics be liable for any damages, including, but not limited to any claim of lost profits by the Client or third party.

26. RECORD DOCUMENTS. Upon completion of the Client’s project and/or Sebago Technics’ work, Sebago Technics may be asked to compile and deliver to the Client a reproducible set of documents that conform to the mark-ups, success, drawings and data provided to the Client and/or its agents. This set of Record Documents will show the reported locations of work performed and significant changes that were made while the project progressed. Because these Record Documents may be based in whole or in part on information provided by others, not independently verified by Sebago Technics, the Client is assumed to be true and accurate, Sebago Technics does not warrant in any way that they are accurate.

27. REPRESENTATIONS. The Client hereby represents and warrants that all of its agreements, representations, rectifications, and acknowledgements made in the Agreement are true and correct and that it is duly authorized to enter into and execute and deliver the Agreement and all related documents and that the Agreement and all related documents are its legally valid and binding obligations as well the legally valid and binding obligations of its respective successors and assigns and are enforceable in accordance with their terms.

28. RISK ALLOCATIONS. In recognition of the relative risks, rewards, and benefits of the Client’s project both to itself and to Sebago Technics, the Client hereby agrees, to the fullest extent permitted by law, to limit Sebago Technics' total liability to the Client and all third parties for all claims, losses, injuries, expenses and damages due to Sebago Technics’ performance of its work, including that of its sub-consultants, to the greater of Sebago Technics fees or $0.00100.00.

29. SCOPE OF SERVICES. The Scope of Services Sebago has agreed to perform is set forth in greater detail in the Proposal, Letter Agreement, or Contract. These services are based upon the requests of Sebago Technics’ client and Sebago Technics’ professional opinion of what services are being recommended or required based upon those requests.

30. SEVERABILITY OF PROVISIONS. In the event any one or more provisions contained in the Agreement should be found to be invalid, illegal, or unenforceable in any respect by any Court having valid jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired and to this end, the provisions of the Agreement shall be deemed severable.

31. SITE AND SUBSURFACE INVESTIGATIONS. Client agrees to furnish right of entry and permission for Sebago Technics, its employees, and/or subcontractors, to perform surveys, borings, and other investigations, including subsurface explorations, pursuant to the scope of services. Sebago Technics will take reasonable precautions to minimize damage to the property. If Sebago Technics is required to restore the property, or subsurface conditions, or structures to its former condition, the cost plus fifteen (15) percent will be added to the fee.

Client shall indemnify, defend, and hold harmless Sebago Technics, its employees, and/or subcontractors from any and all claims, damages, losses, and expenses (including reasonable attorney fees), arising out of or resulting from any such damage, except to the extent caused by Sebago Technics’ negligence.

32. STANDARD OF CARE. The Services provided by Sebago Technics will be performed in accordance with generally accepted practices of engineers, surveyors, landscape architects, and/or scientists (as applicable) providing similar services at the same time, in the same locale, and under like circumstances.

33. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Client and Sebago Technics and their respective successors and assigns, including without limitation, any trustee in bankruptcy or any receiver or trustee or similar entity appointed on behalf of the Client or its respective properties or estates. However, nothing in this agreement shall create a contractual relationship with or cause a action of favor in a third party against either the Client or Sebago Technics.

34. SUSPENSION/TERMINATION OF SERVICES. The Agreement between the Client and Sebago Technics may be terminated upon ten (10) days written notice received by either party to the Agreement, or if either party should fail to perform its obligations under the Agreement. In the event of termination by either party, Client shall pay Sebago Technics for all services rendered and costs incurred up to and including the date of termination plus any post termination work that in Sebago Technics’ sole discretion may be required.

If Client fails to make payment when due for services and reimbursable expenses, Sebago Technics may, upon seven (7) days written notice to Client, suspend and/or terminate performance of services under this Agreement. Unless payment in full is received by Sebago Technics within seven (7) days of the date of the notice, the suspension and/or termination shall take effect without further notice. In the event of a suspension and/or termination of services, Sebago Technics shall have no liability to Client for delay or damage to Client or others because of such suspension and/or termination of services.

35. WAIVER. No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Sebago Technics may have, nor shall any such delay be construed to be a waiver of any such rights, powers, or remedies or an acquiescence to any breach or default under this Agreement, nor shall any such act or failure to act by Sebago Technics constitute a waiver of any subsequently occurring default or breach by Client.

36. WAIVER OF INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES. Client and Sebago Technics waive incidental, indirect, and consequential damages for claims, disputes, or other matters in question arising out of or relating in any way to the Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value, and shall apply to any cause of action including, but not limited to, negligence, strict liability, breach of contract, breach of warranty. This mutual waiver is applicable, without limitation, to all claims for consequential damages due to either party’s termination in accordance with the provisions set forth in the terms and conditions of the Agreement.

Effective Date: February 2019
Town of York, Maine

Request for Proposals
Planning/Engineering Services
Public Works Facility Improvements

Introduction

The Town of York, Maine, is seeking proposals for qualified planning/engineering services for the conceptual design of improvements to our Public Works Facility at 810 US Route 1.

The facility improvements will need to provide for the following:

1. Employees
   - 17 Public works employees
   - 1 Town Engineer employee
   - 4 Equipment maintenance personnel

2. Equipment
   - Approximately 30 Public works vehicles
   - Storage for approx. an additional 60 pieces of smaller equipment i.e. trailers, hydro seeder, pumps, plows, sanding units and other seasonal equipment

3. Miscellaneous Services and Storage
   - New DPW administrative office building with staff and visitor parking.
   - New salt shed for 3500 yards of materials.
   - New Liquid De-Icing facility
   - New mechanical services garage for all municipal vehicles.
   - New wash bay facility for all municipal vehicles.
   - New above ground fueling facility for all municipal vehicles.
   - New additional heated truck & equipment garage.
   - New indoor cold storage building for plows, salt spreaders, trailers, tractors & seasonal equipment.
   - Dedicated area for handling and storage for construction materials, aggregates, etc.
   - Snow dump area to be included in proposed site if possible.

To be considered, 3 paper copies and one digital copy of the proposal must be received by the Public Works Director, Town of York, 186 York Street, York, Maine 03909 by 2:00 PM on January 25, 2019. All proposals will be publicly opened and available for public inspection. DPW will review all proposals and make a recommendation to the Town Manager for action by the Board of Selectmen.

The Town of York, Maine reserves the right to accept or reject any/or all proposals, parts thereof, and to further make modifications as it deems in the best interest of the town. It also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
Submission of a proposal indicates acceptance by the firm of the conditions contained within this Request for Proposals.

All questions shall be directed, in writing, to Dean Lessard, Public Works Director, at least three business days before the opening date. Questions received after this time will not be addressed. Responses from the Town that substantially alter this RFP will be issued in the form of a written addendum to all those that have expressed interest in the project. Oral explanations or interpretations given before the award of the contract will not be binding. All proposals submitted shall remain open to acceptance for ninety days from their opening.

**Nature of Services Requested**

The firm shall provide planning support and conceptual site design, and preliminary cost estimates for the construction of the project.

**Scope of Project**

The Town envisions that there will be three main tasks for the successful firm. Those are as follows:

1. **Planning Services**: The firm will work with town staff to determine what Public Works facilities are needed now and what facilities may be needed in the future.

2. **Survey Services**: The firm will perform any additional needed topographical delineation or boundary survey work of the 810 US Route 1 site to provide and updated existing conditions plan. The existing conditions plan shall also include locating all site features including utilities; noise buffers; wet lands; existing structures, finished floor elevations where appropriate; curb; landscaping; wetlands fences; property lines; UGST; etc. to the extent necessary to design and construct the project.

3. **Conceptual Site Design**: The firm will prepare a conceptual site plan which will include the location and approximate size of all proposed building structures, driveways, sidewalks, parking lots, and developed areas for the project. Preparation of an estimated cost for various alternatives will also be expected.

4. **Selection Criteria**

The DPW will review RFP submissions and rank the proposals. The Town is not bound by the lowest cost proposal and may accept the proposal considered to be the best value for the Town.

The Town will negotiate terms for a contract to complete the tasks with the top ranked proposer. If a satisfactory agreement cannot be reached, negotiations with that firm will be suspended and negotiations opened with the second firm. The process continues until an agreement is reached and contract is executed.

The following criteria will be used to rank proposals:

1. Price in comparison to quality and quantity of services rendered.
2. Qualifications of assigned personnel to the project.
3. Accessibility of Project Manager to the Town.
4. Quality of performance on previous contracts.
5. Work plan and timetable to complete the project.
6. Completeness of the submission.
The Town of York reserves the right to reject any and all proposals.

Proposal Requirements

All proposals must include the following elements:

1. Identification and qualifications of the staff to be assigned to this project, including the project manager. Attach the resumes of all key personnel who may have direct, regular involvement in the project.

2. List all officers of the firm and where each function of the work will be performed.

3. List all subcontractors that will be used on the project. Key personnel from those firms must be disclosed similar to number 1 above. The Town reserves the right to review and approve any subcontractors that have not been identified in the response to this request.

4. A detailed list of the tasks proposed to complete the project.

5. Lump sum fee amount for all tasks proposed, including all reimbursable expenses, except actual printing of contract documents for bidding purposes. The proposal must include the terms and conditions of payment.

6. Proposed budget with anticipated hours needed to complete the project. A breakdown of specific staff persons or subcontractors assigned each task, their hourly rate, and the number of hours dedicated to each task, must be provided with the cost proposal.

7. Rates charged for any additional task(s) that may be added to the scope of the project.

8. A proposed timetable to complete the project including identifiable benchmarks for the Tow to gauge progress of the contract.

9. Identification of any facilities or equipment that will be required to be provided by the Town.

10. Five (5) references from the proposer’s client list including the name and telephone number of the contact person.

11. List all recent similar projects your firm has undertaken.

12. List of all current projects and the respective end dates for those projects that the Team Leader is involved in. Explain how these projects will impact this contract in regard to scheduling and workload.

13. Disclose any legal or administrative actions, civil or criminal, resolved or unresolved, that have occurred or have been filed in any jurisdiction(s), in the past three years, involving the proposing entity and/or its officers or principals. Proposers shall further disclose the status of any claims pending against them. Such disclosure shall be in written form and shall include a brief summary of the action(s), a list of parties, and any relevant case or control number.

General Requirements of the Town

The successful proposer shall agree to defend, indemnify and hold the Town harmless from all losses, damages, and costs which arise as a result of the performance of this agreement, to the extent it is caused by the Contractor, its subcontractor or anyone for whose act it may be liable. The obligation to indemnification shall not be limited by the availability of insurance. The firm shall be responsible for any and all injury or damage as result of any services rendered under the terms and conditions of the contract. The firm also agrees to hold the Town harmless for any negligent act or omission committed by any subcontractor or other person employed by, under the supervision of, the firm under the terms of the contract. The successful proposer, before signing the contract, shall produce evidence satisfactory to the Town that he/she has secured all appropriate liability insurance coverage.
in the amount of not less than $400,000, combined single limit for bodily or personal injury, death and property damage, protecting the proposer and naming the Town as an additional insured from such claims, and also has secured Workers’ Compensation Insurance. The firm shall also provide Professional Liability Insurance, covering both itself and sub-consultants, if any, in the minimum amount of one million ($1,000,000) dollars for errors, omissions and negligence.

All certificates of insurance evidencing such coverage shall be provided to the Town for review prior to the execution of the contract.

All certificates of insurances shall provide that the Town will receive a 30-day notice in advance of the cancellation of any policy.

The selected firm will reimburse the Town and hold it harmless from the cost of any losses for which the firm is responsible.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

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<tr>
<th>DATE SUBMITTED: March 18, 2019</th>
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<tr>
<td>DATE ACTION REQUESTED: March 25, 2019</td>
<td>✗ DISCUSSION ONLY</td>
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<td>SUBJECT: Town Hall Expansion Permitting Considerations</td>
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<td>DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Per the request of the Town Manager I have attempted to assess permit requirements for expansion of Town Hall where it currently exists today. Not only did I review and layout the procedure and process for seeking such an approval, but I also reviewed potential zoning ordinance and site plan/subdivision regulations that will likely be important during the review/permitting process. Please see my attached memo, “Permit requirements for expansion of the current Town Hall” dated February 19, 2019 for greater detail.</td>
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<td>RECOMMENDATION: N/A</td>
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<td>PROPOSED MOTION: N/A</td>
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<td>FISCAL IMPACT: N/A</td>
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<td>DEPARTMENT LINE ITEM ACCOUNT: N/A</td>
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<td>BALANCE IN LINE ITEM IF APPROVED: N/A</td>
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PREPARED BY: Dylan Smith, Planning Director  REVIEWED BY: [Signature]
MEMO

TO: Steve Burns, Town Manager
FROM: Dylan Smith, Town Planning Director
DATE: February 19, 2019
RE: Permit requirements for expansion of the current Town Hall

OVERVIEW

Per the request of the Town Manager I have attempted to assess the permitting requirements for expansion of the current Town Hall. The purpose of this memo is to highlight local permitting and approval process requirements.

PERMITTING REQUIREMENTS FOR TOWN HALL EXPANSION

Without reviewing a surveyed site plan, which is essential to make certain determinations, it appears there is ample space for expansion of the existing Town Hall at its current location. Much could depend on layout of the expansion but there is certainly adequate space on the current lot for an expansion. Here are a couple of key considerations to keep in mind:

• Local approvals/permits are required in this order: Planning Board (assuming size threshold is being met per §18.15.B.1.E), Historic District Commission (HDC), and Code Enforcement Officer (CEO). It is important to note that there is no specific guidance in zoning regarding receiving Planning Board approval before HDC approval or vice versa. I would think Planning Board approval should come prior to HDC approval as the Planning Board would be reviewing broader site plan concepts while the HDC will likely be reviewing architectural elements in greater depth. However, architectural elements could also be reviewed during a joint meeting between the Boards. That being said, hopefully there would have been a detailed public process and agreed upon architectural style prior to both Board’s review process.

BACKGROUND INFORMATION

• OWNERSHIP
  From what I gather the deed is still under review regarding ownership.
• BUILDING FILE
The building file has numerous HDC review and approvals from windows, to fire escapes to construction of a new garage. It also has a number of building permits granted by the CEO for exterior improvements, plumbing, electrical and various interior remodels through the years. I could not locate a property survey in this file.

• PLANNING BOARD FILE
I could not locate a Planning Board file or an approved plan in the Planning Boards storage area or electronic records. This does not mean they do not exist, it just means I could not locate them.

JURISDICTION
Again, as mentioned above this application will need Board review and approvals from the HDC and the Planning Board (likely) prior to Code Enforcement approval for a building permit. The following are relevant sections of the zoning ordinance that will likely play a role in this approval process.

ZONING ORDINANCE
I have made an attempt to flag relevant sections of the zoning ordinance along with a brief description regarding the specific section.

• Article 4- Use Regulations
Per §4.1.2 the use is “Municipal” and is allowed in the York Village Center District-2 (YVC-2). Also, the use could potentially be considered “Town of York Office,” which is also permitted.

• Article 5- Dimensional Regulations
Per §5.2.2 base zone dimensional requirements of the YVC-2 district apply. The following aspects of the dimensional requirement section are examined:

  ➢ Lot. Can’t glean much from the deed, however based on the Town’s GIS maps the lot appears to be fully compliant with all dimensional requirements.
  ➢ Buildings/Structures. A survey will be needed to ensure compliance with setbacks and any structures location related to lot boundaries. However, based on the requirements in this district the required front, side and rear setbacks in this area will likely be very easy to accommodate. Required front yard setbacks are 15’ except that one can calculate the average depth of adjacent front lots and potentially be closer, but I suggest it might be easier to just utilize and comply with the 15’ minimum front yard setback. The rear yard setback is
12’ and the side yard setback is 6’ except that a side yard setback can be as little as 0’ as long as the cumulative side yard setback(s) equal 12’. Again, I don’t think there should be a problem complying with these requirements.

➤ **Impervious Surface Ratio.** This zone limits lot coverage to 75%. Based on the size of the lot, and lack of impervious cover, I don’t anticipate this being an issue.

➤ **Maximum Building Footprint.** This zone limits the maximum building footprint to 7,000 square feet. This is important to keep in mind while designing a building in this zone.

- **Article 6-Supplemental Use Requirements**
  Non-residential performance standards found in §6.1- §6.1.14 will apply to any site modifications. Within those sections I could not find anything that would be too prohibitive for such a project but §6.1.12.1 is a section that focuses on architectural character and importance. Again, it will be key that both the HDC and Planning Board agree on the building design and architectural elements that make it up.

- **Article 9-Sustainable Energy Efficient Buildings**
  The building will need to adhere to §9.2- Standards for New Municipal Buildings. That section specifies that a third party green or sustainable energy efficient building performance rating organization certify the building; or the building shall be designed to conform to a nationally recognized green or sustainable energy efficient building standard model code (Efficiency Maine’s Maine Advanced Building Code, LEED, or others etc.) unless so exempted by §9.2.B of the ordinance. In all likelihood the new renovation/addition/building will not be exempted and will need to comply with this ordinance. Regardless of what preference the Town takes in regards to this (third party certification vs. nationally recognized “green” design) the building and/or addition will need to be designed to be at least 30% more energy efficient than the minimum standards found in the latest version of the Maine Universal Building and Energy Code (MUBEC).

- **Article 12-Historic and Archeological Resources**
  The lot is within the Village Center Local Historic District. This means HDC approval will be required prior to a building permit for any renovations to the existing building or any new construction on the site. I assume that this will be a “major improvement” due to substantial alterations and an increase to the building footprint. §12.2.4 will need to be adhered to for application requirements and §12.14- Standards for Review will need to be adhered to for ensuring historic compatibility within the district. The Town will want to ensure that the architect/designer of the project has a good understanding of the “United States
Secretary of the Interior’s Standards for the Treatment of Historic Properties 1995 Edition” in order to accomplish this and comply with the ordinance. This document contains baseline guidelines for architectural standards that HDC will utilize for their review. In addition to this document the HDC will review visual compatibility factor guidelines specified in §12.15 of the ordinance.

- **Article 15- Parking**
The baseline parking requirement for this use is 1 space for 200 square feet of gross leasable area, exclusive of cellar and bulk storage areas. However §15.3 contains performance standards for this zone, which initially allows for a 50% reduction in the baseline parking requirement and could allow for other reductions as determined by the Planning Board. However, the Town Hall parking area is widely used by employees and patrons alike, therefore less parking might not be a wise decision based on regular daily use of the Town Hall and surrounding businesses. The Town Hall parking area also serves as additional parking for evening/weekend parking for village and church uses.

- **Article 15-A Traffic Safety**
It will be important to understand current and future traffic impacts to and from this site/use. Therefore an initial traffic assessment will be required from a qualified Traffic Engineer. If it is determined from the initial assessment and the threshold criteria in the ordinance that a traffic study is needed, then additional work with the Town’s Public Works Director will be required for determining the scope of the study. It might be a good idea to do a traffic impact study anyway as it might be required by the Planning Board. Regardless, it would be good to obtain more information as well as mitigate any current and future traffic impacts in this area.

**SITE PLAN SUBDIVISION REGULATIONS**
I have made an attempt to flag significant sections of the Site Plan/Subdivision Regulations assuming Planning Board approval is needed.

- **Article 3- Definitions**
As mentioned above a renovation or addition will likely trigger Planning Board review and approval per §18.15.B.1.E of the Zoning Ordinance. Regardless of that §3.1 is the definitions section of the site/sub regulations and depending on the size of the renovation/addition the site plan reviewed will either be considered “major” (greater than 10,000 sq. ft. in floor space) or “minor” (less than 10,000 sq. ft. in floor space). This is important to note because if it is a minor site plan application then preliminary and final plan procedures/requirements (§6.3 and §6.4 of the site/sub regulations) can be followed, reviewed and acted on all at once in a one step process. However, if it is considered a “major” site plan then the Planning
Board will likely want to review the project as a two-step process thus requiring preliminary plan review and approval prior to final plan review and approval. The two-step process may be waived by the Planning Board if deemed appropriate for the application.

- **Article 5- Application Procedures**
  This section details procedures for sketch plan, preliminary plan, final plan and revisions to approved plan submission requirements. I think it would be a good idea for the Town to proceed with a sketch plan first in order to obtain Planning Board and public input prior to submission of preliminary and/or final plan approval.

- **Article 6- Submissions**
  This article specifies submission requirements for all site/sub applications. The Town’s project consultant should meet with Planning Staff to review and discuss submission requirements prior to official submittal. Either after or before that meeting it will be important the consultant fill out a checklist that describes and shows how each submission requirement is or will be fulfilled as specified in the regulations. Article 6 contains many requirements that will need to be adhered to as part of a formal site plan submission. Instead of detailing all requirements (over 63 of them) I have highlighted the following sections as they might be of particular importance for this project:

  - **Historic/Archaeological Resources.** §7.3 contains requirements for preserving natural and historic resources. The Planning Board will need HDC comment from a historical/archeological perspective of the site. However, where the Planning Board deems appropriate they may require a comprehensive site analysis by a qualified professional. I think this section could be important if there is a major addition where excavation work is extensive.
  - **Landscaping.** §7.17 details landscaping requirements for this area. It will be important that any development done in this area contain a landscaping plan. In order to promote a positive visual appearance the landscaping plan is an integral component to the quality outcome of the development. Although a landscape architect is not required it is highly recommended the Town or Town’s consultant use one.
  - **Street and Storm Drainage Design, Erosion Control.** §7.20 specifies that all projects need to comply with Article 9 of the site/sub regulations pertaining to storm drainage and erosion control. Water-run off and storm drainage is also mentioned in §6.1.6 of the Zoning Ordinance. Depending on the size and scope of the proposed site modifications, it will be important the Town develop quality
stormwater treatment strategies, which should utilize Low Impact Design (LID) standards for the treatment and retention of stormwater on and off site. This would be a perfect area to serve as a model for innovative stormwater design practices as well as comply with current and future MS4 federal requirements.

- **A.D.A Compliance.** §7.23 of the site/sub regulations contains extensive guidelines for incorporating A.D.A (Americans with Disabilities Act) compliance within a site plan design. The Town Hall is best served ensuring accessibility for all.

- **Access Control and Traffic Impacts.** Article 8 in the site/sub regulations contains an extensive section regarding access control standards for vehicle traffic and to some degree, pedestrians. As an area that experiences a lot of quick vehicle stop visitors and pedestrians, it will be important to comply with this article. Ways to improve vehicular and pedestrian access and safety in this area should be investigated and implemented as appropriate.

**OTHER**

Depending on size of the renovation/addition there might be the need for a Maine Department of Environment Protection (DEP) permit, which can be made a condition of any Planning Board approval. However, DEP required changes as part of a permit can sometimes change the overall site design thus making it important to get them in on the process early. Depending on the size of the addition, a Maine Department of Transportation (DOT) access permit might also be required.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 22, 2019

ACTION

DATE ACTION REQUESTED: March 25, 2019

DISCUSSION ONLY

SUBJECT: Idling Policy

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Idling policies for, passenger vehicles and commercial vehicles are very much in their infancy in the New England region. The seasonal changes and the operational requirements of our Emergency Services Vehicles for the health and safety of the operators and those they assist are controlling factors. The electronic operational, and medical equipment contained in the vehicles require they be kept either warm or cool. This same situation occurs with certain commercial delivery vehicles especially in a tourist dominated community. The delivery of fresh fish, meats, other consumable products cause these vehicles to idle to keep the contents cool or frozen in some circumstances. Our school buses are warmed for operational purposes and to afford our students a healthy period of transportation time in our winter season. Many parents wait for the school bus at the drop off and pick up points with vehicles idling to keep students comfortable as we do not have bus shelters. With the public being educated nationally and the local initiative to cause Hybrid vehicles to be purchased by municipal departments when available in the replacement cycle as well as our energy committee pursuit of educating our populace as to the drawback of vehicle idling I would recommend that we do not move forward at this point with a hard and fast policy. The increase in the purchase of Hybrid and electric vehicles nationally may very well eliminate the need for a policy. With technology moving forward with more commercial vehicles and our business communities forming healthier partnerships we appear to be moving forward without a specific policy or ordinance.

RECOMMENDATION: That an idling policy not be enacted at this time. We allow our local and national energy subject matter experts to continue with the education process to obtain voluntary compliance.

PROPOSED MOTION: The request for a Motor Vehicle Idling Policy be tabled at this time.
FISCAL IMPACT: 0.

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Capt. Charles J. Szeniawski  REVIEWED BY:
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 18, 2019

DATE ACTION REQUESTED: March 25, 2019

☐ ACTION
☐ DISCUSSION ONLY

SUBJECT: Coalition of Sustainable Communities

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached is material prepared by Energy Steering Committee Chair Rozanna Patane.

RECOMMENDATION: I recommend the Board authorize the Energy Steering Committee to participates in the Maine Municipal Energy Priorities Coalition, but with the caveat that participation in the Coalition does not represent the Town’s endorsement of any particular policy or support of any proposed legislation.

PROPOSED MOTION: I move to have the Town of York, through the Energy Steering Committee, participate as a member of the Maine Municipal Energy Priorities Coalition, with the caveat that participation does not represent the Town’s endorsement of any particular policy or support of any particular proposed legislation.

Prepared by Stephen H. Burns, Town Manager:
To: York Selectboard  
From: Rozanna Patane, Chair, Energy Steering Committee  
Date: March 25, 2019  

Subject: Request to participate in Maine Municipal Energy Priorities Coalition  

York has been invited to participate in this informal coalition of Maine towns, and the Energy Steering Committee strongly recommends that we do so.  

Julie Rosenbach, South Portland’s Sustainability Coordinator, organized the group in February to communicate to the Maine legislature the priorities and the perspective of municipalities as the more than 100 planned bills work their way through the process (see attached Municipal Energy Priorities).  

The purpose was to bring a unified voice to Augusta to have more impact and make it easier for legislators to understand the needs and views of towns. Julie circulated a request for towns to sign on and the Energy Steering Committee voted to approve. Today we are requesting that the Selectboard approve our participation on York’s behalf.  

Since she drew up the initial priorities list, Julie organized a March 7 conference call with the NRCM and Maine Conservation Voters to update towns on legislation that has started to move to committees. More than 20 other Maine towns participated. I sat in on the call and found it very informative. I’ve attached three fact sheets on bills of interest:  

• Climate Bill LD 797 – Establishes state goal of 80% GHG reduction by 2050 and directs DEP to develop inclusive climate action plan. Committee hearing 3/13/19.  

• $10 million bond LD 1119 for matching grants to towns – on Nov ballot.  

• Comprehensive solar legislation – not printed yet. Would lift cap on size of community solar; reinstate net metering; includes bills from Lydia Blume and Mark Lawrence.
There is no obligation that comes with participation, which will mostly be participating in future phone conferences and hearing from other towns. Being part of the network of towns working as we are on clean-energy goals is an opportunity to share our experiences and perspectives and help us do a better job with our own climate action planning.

However, we may want to testify now and then at a committee hearing on a bill we want to see succeed if it needs support from municipalities, or to help the legislative committee understand how a bill meets or doesn’t meet the needs of a municipality. Bills come up fast and there may not always be time to consult the Selectboard before an opportunity to testify, but the ESC can periodically update the Selectboard on what is happening and the implications for us.

The ESC recommends participating in the Municipal Energy Priorities Coalition to stay current with the state progress on this issue so vital to our community, and to add our perspective to the legislative process.

Respectfully,

Rozanna Patane
**Municipal Energy Priorities**

The residents and elected leadership of cities and towns across Maine have a strong interest in mitigating the worst impacts of climate change and transitioning to clean, efficient, renewable energy. We have set ambitious goals to move our communities forward, including using 100% renewable energy for municipal operations by 2040 and reducing emissions citywide 80% by 2050. These goals will help us reduce energy costs and be economically competitive. To meet them, municipalities have identified three priorities that require state-level policy changes to act upon in a meaningful way.

**Renewable Solar Energy**

Over the past decade, the cost of solar has declined significantly, making it a competitive way for municipalities to reach their renewable energy goals and reduce energy costs. Cities and towns have been steadily investing in solar arrays on municipal buildings, and in some cases on closed landfills. However, current net metering rules present barriers which constrain municipalities from moving forward. To fully utilize the capacity that municipal real estate offers and facilitate community solar opportunities, we urge legislators to:

✔ **Revise and compliment net metering rules with legislation to raise the size limit on solar arrays, increase the number of meters that may be served off-site, and replace kilowatt hour bill credits with dollars per kilowatt hour.**

**High Performing Buildings**

The building sector accounts for roughly 40% of all energy consumption and greenhouse gas emissions in the United States. Maine’s old building stock and inefficient heating systems make thermal energy use one of the state’s most significant sources of greenhouse gas emissions. Economically, residential heating costs remain unstable and unaffordable. In fact, heating costs and Maine’s reliance on inefficient oil-based heating systems continue to be one of the state’s most significant energy challenges. Maine’s Uniform Building and Energy Code (MUBEC), based on IECC-2009 and ASHRAE 90.1-2007, is extremely outdated. These codes are amended
every three years, and with each new version, more efficient materials, technologies, and
techniques are adopted. To accelerate significant reductions in building energy use, we urge
legislators to:

✓ Bring the Uniform Building and Energy Code up to current standards and enable
the development of a stretch code that allows communities to move toward net
zero buildings.

Energy Data

The invisible nature of energy use makes it difficult to identify opportunities for improvement.
Effective data is therefore the cornerstone of promoting widespread energy efficiency in the
building sector. Both Portland and South Portland have adopted Benchmarking Ordinances
with the goal of helping building owners make decisions about energy investments, helping
prospective tenants make informed decisions before leasing property, and helping
municipalities target efficiency programs to property owners who need it the most. However,
the electricity data needed to complete this analysis is not readily available. In order to
support these efforts, we urge legislators/the PUC to grant CMP and Emera the authorization
and mandate to:

✓ Streamline access to whole building data by aggregating all of the accounts in a
building and providing this data to building owners through the creation of an
easy to use web portal.

| City of South Portland       | Town of Gray       |
| Town of Falmouth            | Town of Fayette    |
| City of Portland            | Town of Camden     |
| Town of Denmark             | Town of Chelsea    |
| Town of Sebago              | Town of Scarborough (pending) |
| Cumberland County           | Town of Yarmouth (pending) |
| City of Gardiner            | City of Rockland (pending) |
| Town of Saint Agatha        | City of Bath (pending) |
| Town of Bristol             |                     |
| Town of Tremont             |                     |

February 2019
Reduce Carbon Pollution and Strengthen Maine’s Economy
Enact a comprehensive strategy to tackle climate change.

A clear road map for curbing harmful pollution will create jobs and protect the health of Maine’s people and our environment for future generations.

Mainers know we need to do something about climate change — we can see the impacts everyday, from disappearing beaches to lakes that no longer ice over. At the same time, low-carbon solutions offer major opportunities for our state. Maine needs a long-term, cohesive framework for reducing carbon pollution.

Reducing carbon pollution presents opportunities to grow Maine’s economy, including by using our natural resources.

- A strong climate plan will decrease our reliance on fossil fuel imports to generate electricity. It will create new jobs in Maine in energy efficiency, battery storage, and renewable energy, including solar.
- A plan will spur innovation in transportation electrification technologies.
- It will benefit Maine’s forestry industries by implementing strategies such as increased reliance on wood as a building material.
- An updated plan will benefit our farmers and landowners by encouraging them to manage their lands to maximize carbon sequestration.

Action on climate change is necessary to protect Mainers’ health and way of life.

- The Gulf of Maine’s increasingly warm and acidic waters are becoming inhospitable to species that we have long relied upon, including Atlantic cod and the iconic American lobster. This is bad for Maine’s fishermen as well as tourist businesses like whale-watching, guided fishing, and seafood-consumption.
- Rising temperatures and more frequent and intense rains, pests, droughts, and heat waves threaten our traditional crops and the livelihood of Maine’s farmers.
- Milder winters threaten skiing and other snow sport businesses, while ticks harm the moose population that attracts sportsmen and sightseers to the state.
- Along with increased rainfall and more severe storms, higher ocean waters cause more coastal erosion, stronger storm surges, and more flooding that threatens to make many Maine communities uninhabitable.
- We can already see the adverse health impacts of climate change, including more mosquitoes, ticks, and insect-borne diseases like Lyme that we never used to worry about. There’s more pollen, longer allergy seasons, and increased smog, leading to costly health impacts and even premature deaths.
- These health, business, and property loss impacts disproportionately affect the most vulnerable among us including children, the elderly, and those in rural and financially disadvantaged communities.

This bill will:
- Direct DEP to develop economic pathways for achieving Maine’s updated, science-based emission levels, and will modernize the existing Climate Action Plan, putting Maine on track to prosper.

Support An Act To Limit Greenhouse Gas Pollution and Effectively Use Maine's Natural Resources

For more information, contact Emily K. Green, Conservation Law Foundation, 207-228-2727, egreen@clf.org or Dylan Voorhees, Natural Resources Council of Maine, 207-430-0112, dvoorhees@nrcm.org
Maine’s Environmental Priorities Coalition is a partnership of 34 environmental, conservation and public health organizations representing over 100,000 members who want to protect the good health, good jobs and quality of life that our environment provides.

We are counting on Maine policymakers to take the important steps needed to make wise use of Maine’s extraordinary environment so Maine people and Maine communities can thrive.

Acadia Center
Appalachian Mountain Club
Atlantic Salmon Federation
Bicycle Coalition of Maine
Conservation Law Foundation
Environmental Health Strategy Center
Environment Maine
Friends of Casco Bay
Islesboro Island Trust
Maine Association of Conservation Commissions
Maine Audubon
Maine Center for Economic Policy
Maine Conservation Alliance
Maine Council of Churches
Maine Council of Trout Unlimited
Maine Interfaith Power & Light
Maine Lakes Society
Maine Organic Farmers & Gardeners Association
Maine People’s Alliance
Maine Public Health Association
Maine Rivers
Maine Wilderness Guides Organization
Midcoast Conservancy
Natural Resources Council of Maine
Physicians for Social Responsibility, Maine Chapter
RESTORE: The North Woods
Sierra Club, Maine Chapter
Southern Maine Conservation Collaborative
The Ocean Conservancy
The Trust for Public Land
The Wilderness Society
Toxics Action Center
Upstream
350 Maine
Spark Clean Energy Solutions for Maine Cities and Towns
Provide Maine towns and cities with matching grants to invest in clean energy and energy efficiency projects, from solar on landfills to modern wood heating for schools and public buildings.

All Maine people benefit when our towns and cities can invest in clean local energy projects that lower costs and support local economies.

Maine municipalities are eager to invest in clean energy projects.
- Municipal officials and residents want practical solutions that will lower energy costs, reduce climate change pollution, and support local clean energy businesses.
- Cities and towns across Maine have begun to invest in clean energy solutions like solar power, energy efficiency upgrades and efficient heating systems, but they have just scratched the surface of what is possible.
- Many municipalities struggle to find or allocate money to make the upfront investments in clean energy solutions (despite longer-term savings).

This bill will let voters decide on a $10 million bond to help cities and towns.
- If approved by voters, the money would be used to provide matching grants to municipalities.
- Funds could be used for projects in areas not already covered by Efficiency Maine, such as solar projects and commercial-scale modern wood heating.
- The grants would be dispersed to maximize geographic representation and target towns and cities that are making commitments to support public and private-sector investment in clean energy.

This bill will:
- Help towns and cities across Maine invest in local, clean energy solutions.
- Lower municipal energy costs over the long term, leading to reduced property taxes for Maine people and businesses.
- Keep our energy dollars flowing in Maine’s economy.

Support An Act To Authorize a General Fund Bond Issue To Support Municipal Investments in Energy Efficiency and Renewable Energy

For more information, contact Dylan Voorhees, Natural Resources Council of Maine, 207-430-0112, dylan@nrcm.org
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Sierra Club, Maine Chapter
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The Trust for Public Land
The Wilderness Society
Toxics Action Center
Upstream
350 Maine
Move Forward on Solar Energy That Benefits All Mainers

Help businesses, towns, and people in every corner of the state lower energy costs by increasing access to solar power and creating good-quality new jobs.

It’s time to keep energy dollars in Maine’s economy by giving homeowners, local business owners, and communities the ability to generate their own solar energy.

Uncertainty and inaction on solar power have put Maine in last place in New England. Now is the time to move forward.

- Investments in solar power and new solar jobs are growing quickly in the Northeast and nationwide as the costs of solar have plummeted. However, Maine lags far behind the region because we lack a clear, effective, and fair solar policy.
- Unpredictability and arbitrary barriers—like a 10-person limit on community solar farms—have held back investment in solar in Maine.
- Maine is blessed with abundant, clean, local energy resources such as solar. Removing barriers to solar power development helps keep our energy dollars in Maine, benefiting the Maine economy.

This bill will dramatically expand solar power investment in Maine communities by:

- Targeting 275 megawatts of medium-scale solar installations for communities, municipalities, and businesses.
- Dramatically increasing the possibility of community solar farms by providing widespread access to low-cost solar, including raising the current 10-person limit to 200.
- Giving businesses and municipalities the ability to overcome barriers to solar investment.
- Using competitive markets to capture low-cost solar, and building on the innovative, bipartisan policy ideas developed in recent years between Maine consumer advocates, solar businesses, and others.
- Providing long term predictability in energy costs for Maine businesses, towns, and households.

This bill will expand access to solar for all Maine people by:

- Increasing access to community solar, with specific targets and policies to assist low- and moderate-income families.
- Giving businesses multiple options—including those beyond net metering—to invest in small, medium, or large-scale solar projects to reduce energy costs.
- Allowing municipalities across Maine to invest in clean, local, renewable energy projects, lowering their energy costs, and saving taxpayers money.

Support An Act to Benefit Maine Consumers, Businesses, and Communities through Expanded Renewable Energy

For more information, contact Dylan Voorhees, Natural Resources Council of Maine, 207-430-0112, dylan@nrcm.org or Beth Ahearn, Maine Conservation Alliance, 207-671-5071, beth@protectmaine.org
Maine’s Environmental Priorities Coalition is a partnership of 34 environmental, conservation and public health organizations representing over 100,000 members who want to protect the good health, good jobs and quality of life that our environment provides.

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350 Maine
REQUEST FOR ACTION BY BOARD OF SELECTMEN

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SUBJECT: Directional Signage Relating to Short Sands Road

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Attached are photos of Dean Lessard's plan for directional signage relating to Short Sands Road.

RECOMMENDATION:

PROPOSED MOTION:

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

REVIEWED BY:
Route 1 & Old Post Road

existing way finding directional sign

modify existing way finding directional sign
REQUEST FOR ACTION BY BOARD OF SELECTMEN

| DATE SUBMITTED: March 18, 2019 | ACTION |
| DATE ACTION REQUESTED: March 25, 2019 | DISCUSSION ONLY |
| SUBJECT: Board of Selectmen's Goals for the Town Manager |

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** Please see the attached memo. No action is required.

**RECOMMENDATION:** n.a.

**PROPOSED MOTION:** n.a.

Prepared by Stephen H. Burns, Town Manager:
MEMO

TO: Board of Selectmen
FROM: Stephen H. Burns, Town Manager
DATE: March 18, 2019
RE: Goals Set by the Board

In January the Board set eight goals as part of my annual performance evaluation. The Board set broad policy directions that will involve many stakeholders over multiple years. I have started to dive into each of these. My initial effort is to refine each goal and to provide my initial thoughts about how each will be addressed. This is my starting point.

I have taken the goals specified by the Board and refined each. My re-worked version is shows in bold print. The original language is shows immediately afterward in italics.

- Utilize the soon-to-be-complete Town staffing study to implement recommendations as appropriate to enhance organizational efficiency and effectiveness.
  
  *(Town-wide staffing study: identify best structure for Town service delivery)*

- Implement the Comprehensive Plan’s policies to optimize development of the Green Enterprise Recreation Zone.
  
  *(Implement and complete economic development plan for the Green Enterprise Zone)*

- Create a plan for the continued evolution of Fire Department service delivery in the coming decade.
  
  *(Fire Department(s) review: service delivery)*

- Develop a plan to expand public sewer along Route One from Spur Road to Old Post Road by 2024.
  
  *(Develop a plan to expand public sewer to the Growth Zone)*
• Complete the inventory of key Town-owned properties and facilities, then identify and prioritize issues requiring attention.  
(Develop a Master Plan of public properties ie: former police station, Town Hall, Moulton Park)

• Develop a plan to expand the area and quality of cell phone service throughout Town, and to initiate provision of public WIFI.  
(Develop a Town-wide plan for enhanced phone cellular service and expanded public WIFI)

• Find and hire the best person to replace Chief Bracy after he eventually retires.  
(Succession plan for the Police Department)

• Define the role and mission of the Senior Center, in partnership with other organizations, to best serve our aging population.  
(Senior Center, define role and mission)
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 18, 2019

DATE ACTION REQUESTED: March 25, 2019

☐ ACTION
☐ DISCUSSION ONLY

SUBJECT: Extend Contract with Board’s Realtor

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Two years ago the Board solicited proposals from local realtors to work with the Town to sell surplus residential and vacant properties. Terry Pirini’s proposal to work for a 4.5% commission was accepted by the Board. In this 2-year span, Terry has helped the Town close on sales totaling almost $350,000. We entered into a listing agreement on March 31, 2017, and that agreement expires on March 31, 2019. Properties listed prior to that end date will remain in Terry’s charge for an additional 6 months, though I would suggest we allow this to extend 7 months because we now have several that should intentionally close in October.

The Board has two basic options:
1. Extend the listing agreement with Terry Pirini and Century 21, with a timeframe to be determined; or
2. Solicit new proposals and re-evaluate.

Terry has indicated she would continue to work for the same 4.5% commission, and she is interested in continuing to be the Town’s real estate agent.

If the Board decides to seek new proposals, we would need to hold back any new listings until a new selection is made.

RECOMMENDATION: I recommend the Board extend the current agreement with Terry Pirini of Century 21 Atlantic for an additional two years.

PROPOSED MOTION: I move to extend the agreement with Terry Pirini of Century 21 Atlantic through the end of March 2021.

Prepared by Stephen H. Burns, Town Manager:
January 17, 2017

To Our Local Realtors:

The York Board of Selectmen are looking for an agency that would be interested in entering in a listing agreement for the public sale of multiple town-owned residential properties over the course of 2017 and 2018.

The newly enacted Property Acquisition and Disposition Policy states that the Selectmen shall select a realtor every two years to assist them with public sales; as a result, the agreement they are seeking at this time is for the 2017 and 2018 calendar years. Also note that this current request is for residential properties only, a commercial property request will be awarded separately. I have attached the Board of Selectmen’s Property Acquisition and Disposition Policy to help answer any process questions you may have, but please feel free to reach out if there is anything that the policy does not answer for you.

Should you be interested in representing the Town in the public sale of residential town-owned properties, respond by February 7, 2017 with the minimum percentage of sale price that your agency would accept in return for an exclusive listing of the residential properties that the Board of Selectmen decide to sell. Please send your response to: Town of York ATTN: Missy Avery, 186 York Street or email it to: mmavery@yorkmaine.org.

We look forward to hearing back from you.

Sincerely,

Stephen H. Burns
Town Manager
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Century 21 Atlantic Realty

DATE: 5/31/17

COMPENSATION:
In consideration of Agency's agreement to list and promote the sale of (X) all □ part of: If part of see explanation or description attached hereto) Seller's property situated in municipality of York, County of York, State of Maine, located at _________________, and described in deed(s) recorded as said County Registry of Deeds in book(s) _____________ Page(s) ____________, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of $______________, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of ______ % of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

BUYER'S AGENCY
(X) Yes □ No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.

(X) Yes □ No This Agency's policy is to share compensation with Buyer's agents.

If Yes, Agency's policy is to offer compensation to Buyer's agents in the range of 2.000 % to 2.000 % of the contract price.

TRANSACTION BROKERS
(X) Yes □ No This Agency's policy is to cooperate with other agencies acting as transaction brokers.

(X) Yes □ No This Agency's policy is to share compensation with transaction brokers.

If Yes, Agency's policy is to offer compensation to transaction brokers in the range of 2.000 % to 2.000 % of the contract price.

DISCLOSURE OF AGENCY COMPENSATION POLICIES
(X) Yes □ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.

☐ Yes ☒ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:
This Agreement begins on 3/31/17 and will expire on 5/31/19 ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The provision as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on 9/30/2019 ("Caryover Date").

Seller acknowledges and/or agrees:
- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by quit claim deed.
- To authorize a "For Sale" sign on the property.
- To authorize the advertising of the property.
- To authorize use of key and/or lock box on the property.
- To authorize Agency to divulge the existence of offers on the property.
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes.
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.
- To authorize inclusion of street address of the property on internet display to the public.
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.

Page 1 of 2 - ERTS Seller's Initials
• That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.
• That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
• That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
• To seek legal, tax, and other professional advice as necessary in connection with sale of property.
• Receipt of a copy of this agreement.
• That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
• That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
• Any property management services are only provided by Agency if agreed to by separate written agreement.
• If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. To no event shall the Agency portion exceed the agreed upon commission set forth above.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems (including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, landscaping, and) are included with the sale except for the following:

NONE

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: NONE

Other Conditions:

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet □ Yes □ No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

Seller: Town of York

AGENCY

By: [Signature]
Name: [Signature] Brennan-Priina
Its Authorized Signer

SELLER(S) Mailing Address: 186 York Street
SELLER(S) Phone Number(s): 207-363-1000
SELLER(S) E-mail Address: souers@yorkmaine.org
SELLER(S) Fax Number(s):