1. Board Of Selectmen's Meeting Materials

Documents:

2019-04-08 BOS AGENDA.PDF
2019-04-08 BOS PACKET.PDF
BOARD OF SELECTMEN'S
MEETING AGENDA
6:00 / 7:00 PM  MONDAY, APRIL 8, 2019
YORK PUBLIC LIBRARY

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

6:45 PM – Board and Committee Interviews

7:00 PM – Regular Meeting

Call to Order

Pledge of Allegiance

A. Consent Agenda
   1. March 25, 2019 Meeting Minutes
   2. Business License Renewals
   3. Property Redemption – 5 Claude McIntire Road

B. Minutes
   *Listed in Consent Agenda*

C. Chairman's Report

D. Manager's Report

E. Awards
   1. Board of Appeals Recognition – John Kraus
   2. Mount Agamenticus Tower Removal – Robin Cogger

F. Reports

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. Traffic Safety Ordinance

I. **Endorsements**

J. **Old Business**
   1. Discussion & Possible Action: Traffic Safety Ordinance (parking)
   2. Discussion & Possible Action: Harbor Study RFQ
   3. Discussion: Inventory Reports

K. **New Business**
   1. Discussion & Possible Action: Sewer Extension – Juniper Park Road
   2. Discussion & Possible Action: Board/Committee Appointments
   3. Discussion & Possible Action: York’s Wild Kingdom Parking Agreement
   4. Open Workshop Discussion

L. **Future Agendas**
   *On the Radar*

M. **Other Business**

N. **Citizens’ Forum**

Adjourn
BOARD OF SELECTMEN’S
MEETING AGENDA
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YORK PUBLIC LIBRARY

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L. Future Agendas
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Adjourn
Board of Selectmen’s Consent Agenda

April 8, 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 25, 2019 Meeting Minutes
2. Business License Renewals
3. Property Redemption - 5 Claude McIntire Road

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 / 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)

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

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

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

6:30 PM: Board/Committee Interviews

7:00 PM: Regular Meeting

Present: Chairman Todd A. Frederick, Vice-Chair Dawn Sevigny-Watson, Robert E. Palmer, Jr., Michael L. Estes, 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 7:10 PM.

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

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to accept the consent agenda except “Item 1: March 11, 2019 Meeting Minutes”. Vote 5-0, motion passes.
Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to amend the March 11, 2019 Meeting Minutes to correct a spelling error. Vote 5-0, motion passes.

B. Minutes

C. Chairman’s Report

D. Manager’s Report

E. Introductions

1. New Police Detective – Jamie Robie

F. Awards

1. Real Estate – Terry Pirini

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to accept the bid for 3 Cappy’s Lane from Christopher and Camille Johnson in the amount of $160,000 in cash with a closing on April 5, 2019 Vote 5-0, motion passes.

2. Pavement Management Services – Dean Lessard

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to approve the award of Pavement Management Services to StreetScan, Inc. and authorize the Public Works Director to sign the proposed three-year agreement. Vote 5-0, motion passes.

3. Public Works Garage Floor Scrubber – Dean Lessard

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to award the purchase of the Tennant Industrial Floor Scrubber (Model T500) in the amount of $12,408.89. Vote 5-0, motion passes.

G. 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

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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: Francis Kershner

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

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.

I. Endorsements

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

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to approve the following license: 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. Vote 5-0, motion passes.

J. Old Business

1. Discussion: York River Capacity Study

2. Discussion and Possible Action: Concept Plan for 810 US Route One

The Board would like the Public Works Director to come back to the Board of Selectmen with a vision/concept plan before the project gets to a final design.

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to approve the award of Sebago Technics proposal for professional services to create a master plan for the Department of Public Works’ Route One property in the amount of $15,000. Vote 5-0, motion passes.

3. Discussion: Town Hall Permitting Issues
K. **New Business**

1. **Discussion: Idling Vehicles Policy**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to table the request for an Idling Vehicles Policy. Without objection, so ordered.

2. **Discussion & Possible Action: Coalition of Sustainable Communities**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard 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. Vote 5-0, motion passes.

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**

Moved by Ms. Sevigny-Watson, seconded by Ms. Blanchard to extend the agreement with Terry Pirini of Century 21 Atlantic through the end of March 2021. Vote 5-0, motion passes.

6. **Discussion & Possible Action: Follow-up Action on Executive Session**

This item was not needed.

L. **Future Agendas**

M. **Other Business**

N. **Citizens’ Forum**

Public Comment: None

**Adjourn**

Moved by Ms. Sevigny-Watson, seconded by Mr. Palmer to adjourn the meeting at 9:40 PM. Without objection, so ordered.

Respectfully Submitted,

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

DATE SUBMITTED: April 4, 2019
DATE ACTION REQUESTED: April 8, 2019
SUBJECT: Business License Renewals

☑ 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 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:

- Victory Guay and Ralph Goddard DBA: Bittersweet Bed and Breakfast (Bed and Breakfast); 167 Cape Nedick Road
- York Food Group, LLC DBA: Burrito Betty’s (Food Service, Liquor); 2 US Route One
- Phyllis Fox DBA: Fox’s Lobster House (Food Service, Liquor); 8 Sohier Park
- David A. and David J. Rowland DBA: Some Brewing Co. (Liquor); 1 York Street Unit 3
- Stephen Dunne DBA: Dunne’s Ice Cream (Food Service); 214 Nubble Road
- John and Gail Stacy DBA: Flo’s Take-Out (Food Service); 1359 US Route One
- IOTB, LLC DBA: Stones Throw (Food Service, Liquor, Innkeeper); 123 Long Beach Avenue and 4 Morningside Drive
- IOTB, LLC DBA: View Point Hotel (Innkeeper); located at 229 Nubble Road
- York Golf and Tennis DBA: York Golf and Tennis (Food Service, Liquor, Special Amusement); 62 Organug Road

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

PREPARED BY: ______________________ REVIEWED BY: ______________________
Melissa M. Avery, Assistant to the Town Manager
THE TOWN OF

YORK, MAINE
186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Bittersweet Bed and Breakfast
Street Address: 167 Cape Neddick Rd York ME 03909
Business Owner: Victor Gary
Business Manager: Gary
Mailing Address: Same

Phone Number: 207-351-3007
E-mail Address: Contact BittersweetBedandBreakfast.com

Please indicate who is to be the Primary Contact with the Town: [ ] OWNER [ ] 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: 7

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 -
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: Burrito Betty's (corporate name: York Food Group, LLC)

Street Address: 2 US Route 1, York ME 03909

Business Owner: Gerard Tassinary

Mailing Address: 14 Hickory Lane

York, ME 03909

Business Manager: Gerard Tassinary

Mailing Address: Same

Phone Number: 603-498-1048

E-mail Address: gtassinary@gmail.com

Phone Number:

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 Current ______ (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: ______________________

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CONTINUE TO BACK PAGE OF APPLICATION -
BUSINESS LICENSE APPLICATION

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

Business Name: Fords Lobster House

Street Address: 30 Schoon Park Rd York Beach 03910

Business Owner: Phyllis Fox

Business Manager: Phyllis Fox

Mailing Address: Box 998

Mailing Address: Same

Phone Number: Restaurant 363-4643

Phone Number: Cell 363-4077

E-mail Address: profox10me.com

E-mail Address: profox10me.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)
- [ ] 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: ___

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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: Some Brewing CO LLC

Street Address: 1 York st. unit 3 York ME 03909
Business Owner: Daniel A. Rowland
Business Manager: Daniel A. Rowland

Mailing Address: York ME 03909
Mailing Address: York ME 03909

Phone Number: 207-351-9160
Phone Number: 515-575-8792

E-mail Address: Some.brewing@macmail.com
E-mail Address: daniel.dane@somebrewing.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 the license(s) you seek:

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

- Food and Beverage:
  - 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
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  - Junkyard, Auto Graveyard/Recycling License
  - Other: ______________________

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

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THE TOWN OF

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Dunne's Ice Cream

Street Address: 2144 Nubble Road

Business Owner: Stephen Dunne

Mailing Address: P.O. Box 665

York Beach, ME 03910

Phone Number: 362-1277

E-mail Address: sdunne@me.com

Business Manager:

Mailing Address:

Phone Number: 332-6435 (Cell)

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: ___

Entertainment:

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

Food and Beverage:

☒ Food Service License (C/F)

☐ Number of Seats: HO / Existing Proposed

☐ Liquor License (F/P)

☐ Bottle Club License (F/P)

Miscellaneous:

☐ Transient Seller’s License
☐ Flea Market License
☐ Junkyard, Auto Graveyard/Recycling License
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- 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: Fio's Take-out

Street Address: 1359 US Route One

Business Owner: John Gail Stayy

Mailing Address: PO Box 153

Business Manager: Gail

Cape Neddick, Me. 03902

Phone Number: 363-4759

Phone Number:

E-mail Address:

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)
☐ Liquor License (F/P)
☐ Bottle Club License (F/P)

Number of Seats: ___ / ___ (Existing / Proposed)

Entertainment:

☐ Special Amusement License (F/P)
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- 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: IOTB LLC - DBA STONES THROW

Street Address: 123 LONG BEACH AVE / 4 MORNINGSIDE DRIVE

Business Owner: IOTB LLC / JOSEPH LIPTON (Business Manager: JOSEPH LIPTON)

Mailing Address: PO BOX 700

Phone Number: 207-351-3221

E-mail Address: JOSEPHAL@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)
☒ Inkeeper License (C/F)

Number of Rooms: 16

Food and Beverage:

☒ Food Service License (C/F)

Number of Seats: 50 / 80 (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:

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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.

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>I0TB, LLC - DBA VIEWPOINT HOTEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>229 HUMBLE RD YORK, ME 03909</td>
</tr>
<tr>
<td>Business Owner:</td>
<td>I0TB, LLC</td>
</tr>
<tr>
<td>Business Manager:</td>
<td>JOSEPH UPTON</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO BOX 700 YORK BEACH ME 03909</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>SAME</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>207-360-3261</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>207-641-7039</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:JOSEPHLUPON@GMAIL.COM">JOSEPHLUPON@GMAIL.COM</a></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>SAME</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Lodging:</th>
<th>Food and Beverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Innkeeper License (C/F)</td>
<td>Food Service License (C/F)</td>
</tr>
<tr>
<td>Number of Rooms: 9</td>
<td>Number of Seats: <em><strong>/</strong></em> (Existing/Proposed)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Entertainment:</th>
<th>Miscellaneous:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Special Amusement License (F/P)</td>
<td>Transient Seller’s License</td>
</tr>
<tr>
<td>☑ Dance Hall License (F/P)</td>
<td>Flea Market License</td>
</tr>
<tr>
<td>☑ Bowling Alley License (F)</td>
<td>Junkyard, Auto Graveyard/Recycling License</td>
</tr>
<tr>
<td>☑ Coin-Operated Amusement License (P)</td>
<td>Other: __________</td>
</tr>
<tr>
<td>☑ Bingo, Beano and Games of Chance</td>
<td></td>
</tr>
</tbody>
</table>

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: York Cafe & Tennis

Street Address: 62 orgeny Rd

Business Owner: York Cafe & Tennis

Business Manager: Shawn Campbell

Mailing Address: 62 orgeny Rd

Mailing Address: York NE 03909

Phone Number: (207) 363-0280

Phone Number: (207) 363-1002

E-mail Address: scampbell@york.galearm.com

E-mail Address: scampbell@york.galearm.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: __________ (Existing / Proposed)

☒ Bottle License (F/P)

Entertainment:

☒ Special Amusement License (F/P)

Dance Hall License (F/P)

Bowling Alley License (F/P)

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: April 4, 2019
DATE ACTION REQUESTED: April 8, 2019
SUBJECT: Property Redemption Request

☐ ACTION
☐ DISCUSSION ONLY

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 0086-0030-A, located at 5 Claude McIntire Road, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than June 7, 2019 with cash or certified bank check.

PREPARED BY: Melissa M. Avery, Assistant to the Town Manager
REVIEWED BY:
TO: Board of Selectmen  
FROM: Melissa M. Avery, Assistant to the Town Manager  
DATE: April 4, 2019  
RE: Tax Foreclosure Redemption: Map 0086 Lot 0030-A; 5 Claude McIntire Road

Michael Genrich Trustee, former property owner of property identified as Tax Map 0086 Lot 0030-A, located at 5 Claude McIntire Road 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 Michael Genrich Trustee 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 **$13,597.87** shall be paid in full, to the Town of York, by no later than **June 7, 2019**.

<table>
<thead>
<tr>
<th></th>
<th>FY2017 TAXES AND INTEREST</th>
<th>FY2018 TAXES AND INTEREST</th>
<th>FY2019 TAXES AND INTEREST</th>
<th>ADMINISTRATIVE/LIEN COSTS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map-Lot</td>
<td>$2,564.68</td>
<td>$5,410.94</td>
<td>$5,422.25</td>
<td>$200.00</td>
<td>$13,597.87</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>0086-0030-A</td>
<td>1.05 Acres</td>
<td>$475,900</td>
</tr>
</tbody>
</table>
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 4, 2019

DATE ACTION REQUESTED: April 8, 2019

☐ ACTION

□ DISCUSSION ONLY

SUBJECT: Mt. Agamenticus Fire Tower Cab Removal

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
On March 8, 2019 Aerial Tower, LLC completed the first phase of the MT. A Fire Tower cab removal. This phase included the removal of all unused antennae with the exception of a small antenna and a small mount on two corners towards the lodge. Additionally, some of the workable fire detection equipment was removed and given to York Village Fire for preservation/storage.

As promised, Aerial Tower provided us with an up to date assessment of the existing structure while they were on site in March. The cab, most specifically the wood walk-around deck, was found to be in even greater dis-repair than had been observed in the 2017 report by ATTAR Engineering; when Aerial approached the deck, it started to give way and crack. Following the removal of equipment, the Mt. A staff has reported additional debris found on the ground around the tower.

I believe that the structural integrity of the cab and walk around deck is in worse shape than I reported to you in February 2019. For this reason, and due to the concern for public safety, I am recommending that the Town move forward with the removal of the cab and top 10 feet of tower structure. I am also recommending that the Town continue to work with Aerial Tower, LLC to complete this work. Aerial Tower is experienced in this line of work and has up to date knowledge of the condition of the cab and scope of the work to remove it. Their work during phase 1 was both professional and expeditious.

Attached, you will find a proposal from Aerial Tower, LLC which includes the specifications for the dismantle and removal of the cab and top 10 feet of the structure. The proposal also includes some relocation of existing equipment to the remaining 40 feet of tower structure. The equipment that will be re-located is that of Southern Maine Fire. The equipment that was owned, and unused, by WGM has been removed. As part of the removal process, the existing metal structure will be weatherproofed at the connections, and angle iron will be put between the four legs to ensure structural integrity, affording the Town some time to explore options for any potential viewing/lookout opportunities at the summit of Mt. A. I am not, at this time, recommending replacement of the fire tower and can not speculate on how the current tower structure may, or may not, fit into any future plan for the summit.

I am requesting that the expense of this phase of the Mt. A fire tower removal be shared among the Selectmen’s Contingency Fund and a combination of Parks and Recreation Department accounts (Public Buildings, Grounds and Beaches and Mt. Agamenticus Enterprise Fund).
RECOMMENDATION: I recommend that the Board of Selectmen approve the expenditure of $5,860.00 for the removal of the cab and top 10 feet of the tower structure at Mt. Agamenticus. I recommend that cost be split; $2,930.00 to come from the Selectmen's Contingency Fund and the balance of $2,930.00 to come from the Public Buildings, Grounds and Beaches and Mt. Agamenticus Enterprise Funds.

PROPOSED MOTION: I move that the Board of Selectmen approve the expenditure of $5,860.00 for the removal of the cab and top 10 feet of the tower structure at Mt. Agamenticus. $2,930.00 to come from the Selectmen's Contingency Fund and the balance of $2,930.00 to come from the Public Buildings, Grounds and Beaches and Mt. Agamenticus Enterprise Funds.

FISCAL IMPACT: $5,860.00

DEPARTMENT LINE ITEM ACCOUNT: Board of Selectmen’s Contingency Account / Public Buildings, Grounds and Beaches/ Mt. Agamenticus Enterprise Account

BALANCE IN LINE ITEM IF APPROVED: BOS Contingency Account - $14,835.00 / Public Buildings, Grounds and Beaches - $44,482.00 / Mt. A. Enterprise - $64,424.00

PREPARED BY: [Signature] REVIEWED BY: [Signature]
PROPOSAL
Aerial Tower, LLC
P.O. Box 1071
Gorham, ME 04038
aerialtower@gmail.com
207-329-5949

Proposal Submitted To: Phone/Email: Date:
Town of York 207-363-1040 08/12/19
Parks and Recreation
186 Main Street
York, Maine 03903

Job Name: Fire Tower Deconstruction
Quote #:007-19
Location: Mt. Agamenticus – York, Maine
Contact: Dave Libby/ Robbin Cogger

We hereby submit specifications and estimate for:
1.) Supply the Crane, Dumpster and rigging for the hoisting and the removal of the existing 10′ x 10′ Lookout tower on the 50′ Fire Tower structure.
2.) Dismantle and load all materials in dumpster for removal from the site.
3.) Rig and remove the existing 21′ whip antenna mount and 7/8″ cable from roof of the fire tower and relocate at the 40′ level on 5′ antenna sidearm. Install new 7/8″ connector and weatherproof all connections.

**** NOTE: There are 6 Phone lines from 3 directions to the fire tower.
Need to have determine what are GOOD, and remove all deadlines. ****

We propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of: ($5,860.00)

Payment to be made as follows: Due upon Completion of Project.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, high winds, extreme weather conditions, or delays beyond are control. Owner to have necessary Insurance. Our workers are fully covered by Workers Compensation Insurance and certified Tower Climbing Safety and Rescue training courses.

Note: This proposal may be withdrawn by us if not accepted within 30 days. Acceptance of Proposal—the above prices, specifications and conditions are satisfactory are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: ______________________ Date__________________
Memorandum

TO: Steve Burns, Town Manager and the Board of Selectmen
FROM: Robin Cogger, Parks and Recreation Director
SUBJECT: Nubble Light House Restoration Project Report
DATE: April 4, 2019

The Parks and Recreation Department has put forward a Capital Request for FY20 for Phase III of the Exterior Restoration of Cape Neddick Light Station. You will recall that this is part of an ongoing project to restore the lighthouse tower and adjacent buildings at Nubble Lighthouse. Due to the island environment and harsh conditions it has been successful having the overall project implemented in smaller phases. This has allowed us to prioritize the work and try and avoid a prolonged project during the peak tourist season.

Work on the initial phase of restoration began in the spring of 2018 and included restoration of the exterior woodwork of the keeper’s house and workshop, and the painting of the keeper’s house and generator building. At the May 2018 referendum voters approved the expenditure of funds that allowed for the seamless transition into phase II, which included restoration of the upper balcony and railings on the light tower, exterior painting of the light tower, and repair and repointing of the brick masonry on the fuel building. Additionally, new LED holiday lights were affixed for the Annual Lighting of the Nubble, as part of this phase. If approved by voters this May, Phase III will begin this spring and will include roof repairs to the Keeper’s House, generator building and workshop, structural repairs to the keeper’s workshop and replacement of the white picket fence.

To date, the Town has invested approximately $205,000.00 in the completion of phases I & II with an additional $81,500.00 anticipated for phase III. All of the funding has come from the Sohier Park Enterprise Fund, no tax dollars have been requested for this project.

The work done by JB Leslie Co., Inc. has been impressive, to say the least. Jim and his crew have been painstakingly meticulous; paying attention to every possible detail. They are professional and dedicated to the work of light house preservation. Their knowledge and commitment to this project has been an asset to the Town. The Parks and Recreation Department is looking forward to continuing to work with them to complete phase III.
Before moving forward with Phase III, I thought that this would be a good time to report to the Board of Selectmen on the work that has been completed to date as well as providing them an update on the proposal for phase III. A video presentation will take the Board through a series of before and after photos accompanied by a detailed explanation of the work from Jim Leslie.
Notice of Public Hearing
Town of York - Board of Selectmen
Monday, April 8, 2019
7:00 PM
York Public Library

The York Board of Selectmen will conduct a Public Hearing on Monday, April 8, 2019 at 7:00 PM regarding proposed changes to the Traffic Safety Ordinance.

Any questions or comments will be welcome at the hearing, and written comments may be submitted in advance to the Town Manager’s Office.

Printed copies of the text of these amendments are available with the Town Clerk’s Office and the Town Manager’s Office at the Town Hall; Digital copies are also available on the Town’s web page (www.yorkmaine.org).
Amendment #1
Traffic Safety Ordinance

Explanation of Amendment: The purpose of this amendment is to add additional no parking zones, increase fines for “other violations” and grant authority to the Police Chief to establish temporary no parking areas and to allow parking in prohibited areas.

Amendment: Amend Schedule A- No Parking Zones by making the following additions:

River Road- either side from the intersection with Route 1 to the intersection with Shore Road except within the designated permit parking areas established in the Permit Parking Program Ordinance.

Bog Road- either side from the intersection with Scituate Road to the intersection with Route 91.

Short Sands Road- either side from the intersection with Route 1 to the intersection with Ridge Road.

Mountain Road- either side from the intersection with Mount A Road to the South Berwick Town line.

Harbor Beach Road- within sixty-five (65) feet in a northerly direction in front of the access ramp to York Harbor Beach.

Amendment: Amend Schedule C- Time Limited Parking Zones specifically subsection 3-15 Minute Time Limit by making the following amendment:

Route 1A (York St.)- 1 space in front of the York Harbor Post Office (445 York Street).

Amendment: Amend Section 18: Violations and Penalties for Parking Tickets (“Tags”) by making the following amendment to “Other Violations”:

- Other Violations - The sum of $25 $50, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of $50 $100, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (March 13, 2017)
Amendment: Amend Section 7: Unlawful Parking and Standing by adding the following:

K. Authority of the York Police Department (YPD) to regulate parking for temporary purposes.

- The Chief of Police or their designee may establish no parking areas utilizing official YPD no parking signs. These areas may be established for, but not limited to, special events, road construction or unforeseen activity that may pose a public safety risk.

- The Chief of Police or their designee may authorize temporary parking in prohibited areas for special events, sporting events, or other activities that would need this exemption as deemed necessary by the Police Chief or their designee.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 14, 2019

DATE ACTION REQUESTED: April 8, 2019

SUBJECT: Traffic Safety Ordinance

discussion of options available to the board: The options available to the Board would be to hold a public hearing on recommended changes to the traffic's safety ordinance. Upon completion of the public hearing, move to make the proposed changes or do nothing.

Amendment 1: In Schedule A, add River Road and designate no parking on either side of River Road from Route 1 to Shore Road except within the designated permit parking area established in the permit parking program.

Amendment 2: In Schedule A, add Bog Road and designate no parking on either side of Bog Road from Scituate Road to Route 91.

Amendment 3: In Schedule A, add Short Sands Road and designate no parking on either side of Short Sands Road from Route 1 to Ridge Road.

Amendment 4: In Schedule A, add Mountain Road and designate no parking on either side of Mountain Road from the intersection of Summit Road in a north westerly direction to the South Berwick town line.

Amendment 5: In Schedule A, add no parking in front of the access ramp to the York Harbor Beach, the no parking zone will extend from the ramp 65 feet in a northerly direction.

Amendment 6: In Schedule C subsection 3, add one fifteen-minute parking space located in front of the York Harbor Post Office on Route 1A.

Amendment 7: In Section 18, increase the fine amount for other violations from $35 to $50 and increase the late penalty from $50 to $100.

Amendment 8: In Section 7, add: K. Authority of the York Police to regulate parking for temporary purposes.

-York Police temporary no parking signs. The Chief of Police or his designee may establish no parking areas utilizing official YPD no parking signs. These areas may be established for special events, road construction or unforeseen activity that may pose a public safety risk. These are only examples and not an all encompassing list.

-Authority to allow for parking in prohibited areas. The Chief of Police or his designee may authorize parking temporarily in prohibited areas for special events, sporting events, or unforeseen activity that would need this exemption.
RECOMMENDATION: Hold a public hearing on the recommended changes and adopt the amendments made to the traffic safety ordinance.

PROPOSED MOTION: Move to adopt the changes to the Traffic Safety Ordinance.

FISCAL IMPACT: 0

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Lt. Owen Davis

REVIEWED BY: [Signature]
Proposed Amendments

to be considered by the

Board of Selectmen

Amendments

1. Traffic Safety Ordinance
Amendment #1
Traffic Safety Ordinance

Explanation of Amendment: The purpose of this amendment is to add additional no parking zones, increase fines for “other violations” and grant authority to the Police Chief to establish temporary no parking areas and to allow parking in prohibited areas.

Amendment: Amend Schedule A- No Parking Zones by making the following additions:

River Road- either side from the intersection with Route 1 to the intersection with Shore Road except within the designated permit parking areas established in the Permit Parking Program Ordinance.

Bog Road- either side from the intersection with Scituate Road to the intersection with Route 91.

Short Sands Road- either side from the intersection with Route 1 to the intersection with Ridge Road.

Mountain Road- either side from the intersection with Mount A Road to the South Berwick Town line.

Harbor Beach Road- within sixty-five (65) feet in a northerly direction in front of the access ramp to York Harbor Beach.

Amendment: Amend Schedule C- Time Limited Parking Zones specifically subsection 3-15 Minute Time Limit by making the following amendment:

Route 1A (York St.)- 1 space in front of the York Harbor Post Office (445 York Street).

Amendment: Amend Section 18: Violations and Penalties for Parking Tickets (“Tags”) by making the following amendment to “Other Violations”:

- Other Violations - The sum of $35 $50, if paid within 10 days of the time when such “tag” was attached to the vehicle or the sum of $50 $100, if paid more than 10 days after the time when such “tag” was attached to the vehicle, but before a Court Summons is issued. (March 13, 2017)
Amendment: Amend Section 7: Unlawful Parking and Standing by adding the following:

K. Authority of the York Police Department (YPD) to regulate parking for temporary purposes.

- The Chief of Police or their designee may establish no parking areas utilizing official YPD no parking signs. These areas may be established for, but not limited to, special events, road construction or unforeseen activity that may pose a public safety risk.

- The Chief of Police or their designee may authorize temporary parking in prohibited areas for special events, sporting events, or other activities that would need this exemption as deemed necessary by the Police Chief or their designee.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

| DATE SUBMITTED: April 5, 2019 | ☑ ACTION |
| DATE ACTION REQUESTED: April 8, 2019 | ☐ DISCUSSION ONLY |
| SUBJECT: York Harbor/ River study |

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Would like input from the Board on anything that should be added to the RFP and additional study points. Who will pay for the study? Estimated cost $25,000 to $50,000.

RECOMMENDATION: They recommend that the RFP proceed.

PROPOSED MOTION:

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: __Drew Donovan_________ REVIEWED BY: __________________
TOWN OF YORK

REQUEST FOR PROPOSALS

York Harbor/River Study

I. INTRODUCTION

The Town of York, Maine (hereinafter, the "Town") is seeking Proposals for the development of a York Harbor Study (hereinafter, "Study"). The purpose of the Study will be to, identify and describe the existing natural and cultural resources, physical features, and uses of the surface waters and underwater lands for which the study is being developed; evaluate the issues of local and regional importance that should be addressed in the Study’s Plan; map all uses, infrastructure and special projects in the Study area; and provide a detailed summary of special studies, design projects, capacity issues (boat traffic and dock placement) or research necessary to advance and refine the Study and components thereof. Details of these components are further explained below in Exhibit 1.

Proposers must submit one hard copy and/or one pdf of their Proposal. All hard copies of the Proposal are to be submitted in a sealed envelope clearly marked on the outside "York Harbor/River Study." All pdfs of the Proposal are to be submitted either via email with a subject heading “York Harbor/River Study” or in a sealed envelope clearly marked on the outside "York Harbor/River Study."

Completed proposals, including those emailed to Reenie Johnson- rjohnson@yorkmaine.org must be received at the York Harbor Board Office in the York Town Hall, 186 York Street, York Maine 03909, by 4pm on Wednesday May 15\textsuperscript{th}, 2019 and will be opened at that time. The Proposal must be signed by the Proposer with their full name and address and included in the sealed envelope or with the pdf submission. Any Proposal received after the deadline stated above may not be considered.

Questions regarding this Request for Proposal should be directed to Drew Donovan, Harbor Master, York Town Hall, 186 York Street, York Maine 03909, or email Drew at harbormaster@yorkmaine.org.

Each Proposer is required to state in the Proposal:

1. Its name, principals, mailing address, and telephone number;
2. The name, telephone number, and email address for its Contact Person;
3. The names, titles, mailing address, and telephone numbers for all subcontractors that will be used on this project; and
4. A statement that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits here from.
The successful Proposer shall be required to sign an agreement substantially similar to the standard Town Services Agreement, a copy of which is attached hereto as Exhibit 3.

Before commencing work under the Town Services Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile, and workers' compensation coverage as set forth in Exhibit 3.

Each Proposer is encouraged to visit the area(s) of analysis and inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material, and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to Proposers, their agents, or others while examining the work area or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder.

A Proposer must submit one pdf and one hard copy of its Proposal.

II. SCOPE OF SERVICES

The Scope of Services hereunder is described in the Specifications attached hereto (hereinafter, the "Services") as Exhibit 1.

III. SCHEDULE

All proposals shall conform with the following schedule to complete proposed work: (insert desired schedule and conditions of work)

1. 
2. 

III. PROPOSAL SUBMISSION REQUIREMENTS

The Proposal must include the following descriptions:

1. Proposal Form (Exhibit 2).
2. Understanding of the Project.
3. Qualifications/technical capacity of the Proposer and its subcontractors, if any.
4. Two to five similar projects completed by the contractor, including names, titles, phone numbers, and email addresses of references for the projects.
5. All materials, equipment, and labor necessary to perform the Services, including the name of the person(s) or entity (entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal.
6. Additional submissions specified in Exhibit 1.
7. Identification of project manager, staff who will undertake the proposed work; role and approximate percentage of work conducted by each staff member.
8. Total cost and cost of specified components of the proposed work and a clear description of all clarifications and exceptions.
9. Compliance with or proposed modification of specified schedule and conditions.
10. Assumptions and/or conditions associated with the Proposal.
11. (add additional submission requirements, if any, here)

All Services to be furnished to the Town shall be performed with equipment, methods, and use of personnel in accordance with pertinent professional standards and with the Occupational and Safety and Health Act requirements of the State of Maine and the United States.

IV. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

1. Understanding of, and familiarity with, the project (20%)
2. Prior experience with similar projects (20%)
3. Qualifications and experience of assigned staff (25%)
4. Cost (25%)
5. References (10%)

(Add to or adjust selection criteria and percentages, if appropriate)

V. ACCEPTANCE/REJECTION

The Town reserves the right to waive any informalities in Proposals, to accept any Proposal, and to reject any or all Proposals, should it be deemed in the best interest of the Town to do so.

Proposals may be held by the Town for a period not to exceed thirty (30) days from the date of the opening of Proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.

Date: ________ (insert month) __ (insert date), _____ (insert year)

________________________

By: Stephen H. Burns, Town Manager
EXHIBIT 1 (Services)

York Harbor/River Study Specifications

Project Scope/Overview: The study shall be from the mouth of the York River (Rock’s Nose) to Birch Hill Road. The basic components of the Study shall include the following, however, it is recommended that information included in the Study be reviewed and detailed in two Phases. Phase 1 shall be from the mouth of the York River to Soules Bridge (Seabury Road) and Phase 2 shall be all areas west of Soules Bridge to Birch Hill Road. It is understood that all information listed below may not be applicable in both phases as long as it is detailed as such.

- Inventory: The inventory identifies and describes the existing natural and cultural resources, physical features, and uses of the surface waters and underwater lands for which the Study is being developed. The inventory should include the following subjects and be supplemented by maps indicating their location and extent.
  - Commercial, industrial, and recreational water-dependent uses (such as marinas, boat yards, transshipment facilities, swimming areas, commercial or recreational fishing or shellfishing, types of vessel activity (commercial vessel or recreational vessel traffic) and vessel anchorage or mooring areas;
  - Water quality classifications and use standards;
  - Wetlands and significant habitats;
  - The general pattern of public and private ownership of underwater lands;
  - Historic underwater sites or structures, such as shipwrecks, historic dry docks, or archaeological sites, if any;
  - Hazards to navigation, such as abandoned barges and deteriorated pilings;
  - Underwater cables or pipelines; and
  - Existing infrastructure, such as navigation channels and basins, bulkheads, docks and docking facilities, sewage treatment and vessel waste facilities, public water supplies, and roadways supporting the river/harbor area;
  - A description of adjacent existing land uses and zoning; and
  - A description of the scenic quality of the river/harbor, including positive and negative features.

- Issues: A summary of issues of local and regional importance that should be addressed in the Study, such as:
  - Interference with existing navigation channels by structures such as docks, floats or anchored or moored vessels;
  - Public health and safety, such as conflicts between shellfishing and vessel anchorage or mooring areas, the operation of vessels in or near swimming areas, and general boating congestion/capacity;
- Substandard water quality and a need to improve water quality for a range of desired uses, such as fishing, swimming, or year-round or seasonal shellfishing;
- Degraded or threatened natural areas such as wetlands or significant coastal fish and wildlife habitats;
- A need to maintain or provide river/harbor infrastructure such as parking, roadways, navigation channels, bulkheads, boat ramps, docks, sewage treatment and vessel waste pumpout facilities;
- Limits on public access to the river/harbor or public use of the river/harbor area;
- A high demand for, but a lack of, appropriate commercial vessel support facilities or sufficiently maintained navigation channel or basin depths;
- Problems related to dredging and dredged material disposal;
- The need to protect important water-dependent uses in appropriate areas within the river/harbor;
- Adverse impacts on scenic quality and visual access to the river/harbor.

The narrative should also provide a brief description of any conflicts between existing land or water uses and existing zoning standards. Such conflicts might include:

- Existing nonconforming water-dependent uses in areas appropriate for water-dependent uses, but zoned for non-water dependent uses; or
- Intertidal wetland areas, bays or other offshore or intertidal areas that are used or zoned for residential or other inappropriate uses in these areas.

This material may be incorporated in or included under a separate heading for the York River/Harbor Study issues in a “summary of issues.”

- Mapping Requirements: The York Harbor/River Study map should be of sufficiently large scale to illustrate all of the information necessary. All use zones, infrastructure and special projects should be shown on the large scale map. A map key should explain each zone, infrastructure type and project. A smaller scale map that shows all offshore areas within or adjacent to the municipality should be included as a component of the Study, but need not show discrete water use zones/areas unless specific areas offshore are designated for specific uses.

- Studies and Research: Special studies, design projects, or research necessary to advance or refine the Study or a component of it, such as:
  - Detailed studies of the extent of grants, leases or easements of underwater lands, in order to determine the extent of public and private rights in and to underwater lands where information is not readily available or sufficiently detailed to be included in a river/harbor management plan/study;
Water quality, pollutant transport, or sedimentation studies;
Needs assessment, design or other specific assessments relating to commercial fishing facilities, recreational fishing facilities, or public access facilities;
Conceptual or detailed design studies of harbor infrastructure needs such as docks, drainage facilities and water quality improvements;
Design of landscaping and other treatments which would improve the scenic quality of the river/harbor study area.
Boat use and/or boat density assessment of the River and capacity of use.
Comprehensive Plan considerations and or recommended amendments that would better enhance the Study area.

All Proposers will be required to demonstrate expertise in projects of this type.

**Project Cost:** All Proposers shall provide a fixed price, not to exceed, quotation for the total project.

All clarifications and exceptions shall be clearly described in the Proposal.

**General Information:** The Proposer shall work with the Harbor Master and Harbor Board during the duration of this project and all reports, findings, draft documents etc. shall be directed to them.

**Schedule:** (insert required start and end dates and other interim dates, as appropriate, to ensure timely initiation, progress, and completion of the project) The Proposer will provide expected lead time after approval of submittals.

**Qualifications:** The Proposer shall provide a description of its familiarity with relevant Maine statutes and regulations and with similar work undertaken in Maine. (insert description of any specific qualifications and/or experience the Town is seeking in successful Proposers)
EXHIBIT 2

PROPOSAL FORM

York Harbor/River Study

TO: Drew Donovan, Harbor Master
York Town Hall
186 York Street
York, ME 03909

Dear Sir:

The undersigned hereby declares that it has carefully examined the location of the proposed York Harbor/River Study Request for Proposal including the specifications therein referred to in Exhibit 1, and the proposed Services Agreement in Exhibit 3, and that it proposes and agrees, if this Proposal is accepted, in whole or in part, by the Town of York (hereinafter the "Town") to perform the Services, as defined in the proposed Services Agreement, and that it will accept as payment in full for said Services or portion of the Services the following sum(s) as the "Contract Price": ________________ Dollars (insert dollar amount in words) ($__________)
(insert dollar amount in numbers).

If the Town accepts the Proposal, the undersigned further agrees that it will execute the Services Agreement within thirty (30) days from the date of opening the Proposals.

The undersigned hereby further declares that the only persons or parties interested in this Proposal as principals are named below and that no person acting for or employed by the Town is directly or indirectly interested in this Proposal or in any Agreement which may be awarded under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (provide first and last names in full; and in the case of a Corporation, the names and addresses of the President, Treasurer and Manager; and in the case of a Partnership, the names and addresses of members):

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York Harbor/River Study Request for Proposals

April 4, 2019

Date: _____ (insert month) __ (insert date), ____ (insert year)

________________________________________ (insert signature)

________________________________________ (insert title)

________________________________________ (insert name of entity)

________________________________________ (insert legal address)

________________________________________ (insert name of principal place of business)

________________________________________ (insert firm’s IRS Identification Number)

Please, provide address to which all correspondence and notifications to Proposer are to be sent:

________________________________________

________________________________________

Please, provide Proposer’s Telephone Number: ____ (___) __________________
EXHIBIT 3

TOWN SERVICES AGREEMENT

YORK HARBOR/RIVER STUDY AGREEMENT BETWEEN
THE TOWN OF YORK
AND
__________________________ (Name of Successful Bidder)

THIS AGREEMENT is entered into this ______ day of __________, 2019, by and between the TOWN OF YORK, a body politic and corporate (hereinafter the “TOWN”), and __________________________ (Name of Successful Proposer), with a mailing address of __________________________ (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the TOWN is in need of a York Harbor/River Study and did advertise for Request for Proposals entitled “Request for Proposals, York Harbor/River Study, York, ME,” (hereinafter, the “RFP”), a copy of which is attached as Exhibit 4 and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services, dated ________, (hereinafter, the “Proposal”), a copy of which is attached and made a part hereof; and

WHEREAS, after due consideration of all the proposals, the TOWN did award the bid to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish the materials, supplies, equipment and labor (hereinafter the “Work”) in accordance with Exhibit 1 contained in the RFP issued under date of _____________ by the TOWN, and also in accordance with the CONTRACTOR’s Proposal.

The restatement in this document of any term of the Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between RFP or the Proposal and this document, then this document shall govern; and the RFP shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.
2. Prior to the execution of this Agreement, the CONTRACTOR will procure and maintain Automobile Insurance and General Public Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars ($400,000.00) per occurrence for bodily injury, death and property damage, naming the TOWN as an additional insured thereon, and also Workers’ Compensation Insurance coverage to the extent required by law. The Workers’ Compensation insurance shall include an endorsement waiving all rights of subrogation against the TOWN, its officers and employees. The CONTRACTOR shall furnish the TOWN and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the TOWN of termination of insurance from insurance provider or agent.

3. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the TOWN, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. CONTRACTOR’s obligations under this paragraph shall survive termination of this Agreement.

4. The CONTRACTOR shall perform the work to the satisfaction of the responsible TOWN official, whose approval and acceptance of the work will be a condition precedent to payments by the TOWN under this Contract.

5. Upon receipt of executed contracts and insurance as required, the TOWN will promptly send an executed TOWN contract to the CONTRACTOR, which will commence work starting ___________ and shall complete work no later than ________________. All deliverables shall be received by the Town no later than ________________. The time set for such completion may be extended only by written consent of the TOWN.

6. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the judgment of the TOWN will be final and binding.

7. For performance of all the terms and conditions of this Agreement, the TOWN will pay the CONTRACTOR and amount not to exceed (insert dollar amount in words) ________________(insert dollar amount in numbers) ($________) based on the rates set forth in the Proposal.

8. Compensation will be made in two installments both equaling no more than (insert dollar amount in words) ________________(insert dollar amount in numbers) ($________). The Town will process payment upon receipt of the signed agreement
between the Town and the Contractor; and upon receipt of the York Harbor/River Study Report and Maps, and final confirmation from the Harbor Board that all information has been submitted per this agreement. Payments will be made within 30 days of receiving both the signed agreement; and the Final York Harbor/River Study Report with York Harbor Board final confirmation.

9. The TOWN may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

10. The TOWN shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days’ prior written Notice to the CONTRACTOR. If the Agreement is terminated by the TOWN for convenience, the TOWN shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.

11. Out of concern for the public, TOWN employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government regulations.

12. CONTRACTOR shall be solely responsible for the hiring, supervision, discipline, management or termination of any employees or agents hired or retained for the purposes of providing the services contemplated under this Agreement. CONTRACTOR, its agents, contractors, or employees are independent contractors and shall not be deemed to be employees of the TOWN.

13. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.

14. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

15. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
16. TOWN and CONTRACTOR each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

IN WITNESS WHEREOF, the said TOWN OF YORK has caused this Agreement to be signed and sealed by Stephen H. Burns, its Town Manager, thereunto duly authorized, and CONTRACTOR has caused this Agreement to be signed and sealed, the day and date first above written.

WITNESS: TOWN OF YORK

______________________________
Stephen H. Burns, Town Manager

WITNESS: CONTRACTOR

______________________________
(Type Name of Consultant here)
EXHIBIT 4

YORK HARBOR/RIVER STUDY ADVERTISEMENT

TOWN OF YORK

NOTICE OF REQUEST FOR PROPOSALS
FOR

YORK HARBOR/RIVER STUDY

The Town of York, Maine is seeking professional services for the completion of a York Harbor/River Study that will identify and describe the existing natural and cultural resources, physical features, and uses of the surface waters and underwater lands; evaluate the issues of local and regional importance; map all uses, infrastructure and special projects; and provide a detailed summary of special studies, design projects, or research necessary to advance project needs.

Sealed and/or emailed bids, which meet the delivery format specified in the Town’s Request for Proposals (RFP), shall be received until _____ (insert time, including a.m. or p.m.) on _____ (insert day of the week) _____ (insert month) _____ (insert date), _____ (insert year) at the York Harbor Boards Office in the York Town Hall, 186 York Street, York, Maine 03909 or emailed to Reenie Johnson- rjohnson@yorkmaine.org.

The York Harbor Study RFP, Specifications, and Draft Contract Documents may be obtained at www.yorkmaine.org (replace with more specific link to the documents).

Questions regarding the Request for Proposal should be directed to Drew Donovan, Harbor Master, York Town Hall, 186 York Street, York Maine 03909, or email Drew at harbormaster@yorkmaine.org.

Town of York, Maine

________________________

Drew Donovan, Harbor Master

_______ (insert month) ____ (insert date), _____ (insert year)
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: March 27, 2019

DATE ACTION REQUESTED: April 8, 2019

☐ ACTION
☒ DISCUSSION ONLY

SUBJECT: Inventory of Town-owned Properties and Facilities

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: This matter is one of the goals established by the Board, as reviewed during the meeting of March 25th. The initial work is to identify all key property and facilities, to compile relevant information about each, and to create written documentation of matters of institutional importance for each.

Attached is a list of the properties which I anticipate including in the inventory. There are 43 properties and facilities listed here, thought the actual count isn’t particularly precise.

Some of these properties and facilities were addressed in the initial inventory document I released in January. I’ll use that same format for a write-up of each, but I won’t try to make a single document because the file sizes become too large. Instead, I plan to have a separate report for each of these. This will also facilitate updates over time.

As an example of the product of this work, please consider the Senior Center property on Main Street in York Beach. This is a work in progress, and I will work on these in brief increments, reaching out to others for assistance as needed. See attached.

I chose this particular sample because it was a pain in the neck to figure out ownership when we were trying to get Verizon under contract to construct our new communications tower. The property was acquired in three steps so there are three deeds, one of which took some time to locate. There is also the issue of one of the deeds referencing the York School District as the owner, and that District no longer exists. That necessitated documentation of the dissolution of the York School District in 1995, which resulted in the transfer of all its assets to the Town. There are now easements associated with the tower and the utilities to serve the tower. It’s not particularly complex or difficult to understand, but it takes a considerable amount of time to compile all this information and make it available for reference. In this example, I know much of the information but I haven’t yet completed the archiving process. Again, I’ll work as time permits and eventually we’ll have a complete document and archive.

Prepared by Stephen H. Burns, Town Manager: [Signature]
## INVENTORY OF TOWN FACILITIES AND PROPERTIES

**DRAFT: 4/4/19**

<table>
<thead>
<tr>
<th>Facility / Property</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  1045 US Route One</td>
<td>1045 US Route One</td>
</tr>
<tr>
<td>2  20 Sewalls Pasture Road</td>
<td>20 Sewalls Pasture Rd</td>
</tr>
<tr>
<td>3  32 Long Sands Road</td>
<td>32 Long Sands Rd</td>
</tr>
<tr>
<td>4  Bog Road Fields</td>
<td>40 &amp; 50 Bog Road</td>
</tr>
<tr>
<td>5  Bog Road Maintenance Garage</td>
<td>40 Bog Road</td>
</tr>
<tr>
<td>6  Cliff Walk</td>
<td>n.a.</td>
</tr>
<tr>
<td>7  Ellis Short Sands Park</td>
<td>16 Ocean Ave</td>
</tr>
<tr>
<td>8  Fire Station - York Beach</td>
<td>18 and 20 Railroad Ave</td>
</tr>
<tr>
<td>9  Fire Station - York Village Village</td>
<td>1 Firehouse Dr</td>
</tr>
<tr>
<td>10 Fisherman's Walk</td>
<td>n.a.</td>
</tr>
<tr>
<td>11 Gilman L. Moulton Park</td>
<td>393 York St</td>
</tr>
<tr>
<td>12 Grant House and Goodrich Park</td>
<td>200 &amp; 220 US Route One</td>
</tr>
<tr>
<td>13 Lake Carolyn</td>
<td>90 East Lake Circuit and 242 Shore Rd</td>
</tr>
<tr>
<td>14 Little Parade</td>
<td>York St and Long Sands Rd</td>
</tr>
<tr>
<td>15 Long Sands Bathhouse</td>
<td>178 Long Beach Ave</td>
</tr>
<tr>
<td>16 Mackey Skate Park</td>
<td>17 Bog Rd</td>
</tr>
<tr>
<td>17 Mount Agamenticus</td>
<td>21 Mount A Road</td>
</tr>
<tr>
<td>18 Old Gaol</td>
<td>193 York St</td>
</tr>
<tr>
<td>19 Phillips Pond</td>
<td>328 Shore Rd</td>
</tr>
<tr>
<td>20 Police Station</td>
<td>9 Hannaford Dr</td>
</tr>
<tr>
<td>21 Public Works Beach Garage</td>
<td>14 Rogers Road</td>
</tr>
<tr>
<td>22 Public Works Garage (Chases Pond Rd)</td>
<td>115 Chases Pond Rd</td>
</tr>
<tr>
<td>23 Public Works Garages (Route One)</td>
<td>810 US Route One</td>
</tr>
<tr>
<td>24 Route 103 Kayak Launch</td>
<td>n.a.</td>
</tr>
<tr>
<td>25 School - Central Office</td>
<td>469 US Route One</td>
</tr>
<tr>
<td>26 School - Coastal Ridge Elementary</td>
<td>1 Coastal Ridge Drive</td>
</tr>
<tr>
<td>27 School - Village Elementary</td>
<td>124 York St</td>
</tr>
<tr>
<td>28 School - York High</td>
<td>1 Robert Stevens Drive</td>
</tr>
<tr>
<td>29 School - York Middle</td>
<td>30 Organug Rd</td>
</tr>
<tr>
<td>30 Scotland Bridge Boat Launch</td>
<td>n.a.</td>
</tr>
<tr>
<td>31 Seabury Gut</td>
<td>6 Western Point Rd</td>
</tr>
<tr>
<td>32 Senior Center</td>
<td>36 Main St</td>
</tr>
<tr>
<td>33 Sohier Park</td>
<td>11 &amp; 13 Sohier Park Rd</td>
</tr>
<tr>
<td>34 Spur Road Median</td>
<td>n.a.</td>
</tr>
<tr>
<td>35 Strawberry Island</td>
<td>2 Harris Island Road</td>
</tr>
<tr>
<td>36 Town Dock 1</td>
<td>2 Harris Island Road</td>
</tr>
<tr>
<td>37 Town Dock 2 and Harbor Master's Shack</td>
<td>n.a.</td>
</tr>
<tr>
<td>38 Town Farm and Community Gardens</td>
<td>178 Long Sands Rd &amp; 44 Ferncroft Rd</td>
</tr>
<tr>
<td>39 Town Hall and Public Parade</td>
<td>186 York St, and 178 &amp; 180 York St</td>
</tr>
<tr>
<td>40 Wheeler Wildlife Refuge</td>
<td>9 Harris Island Rd</td>
</tr>
<tr>
<td>41 Wiggley Bridge and Causeway</td>
<td>n.a.</td>
</tr>
<tr>
<td>42 Witchtrot Road Transfer Station</td>
<td>65 Witchtrot Rd</td>
</tr>
<tr>
<td>43 York Beach Ballfield</td>
<td>18 Railroad Ave</td>
</tr>
<tr>
<td>44 York's Wild Kingdom/Town Parking Lot</td>
<td>25 Railroad Ave</td>
</tr>
</tbody>
</table>
SENIOR CENTER

Location: 36 Main Street.

Facility: York Senior Center, and an emergency communications tower.

Deed References:
- Book 493, Page 65 (1898 deed)
- Book 1291, Page 143 (1930 deed)
- Book 1321, Page 185 (1956 deed)
- Other for tower, easements???
- Other???

Deed Restrictions: The deed referenced above indicates no restrictions.

Survey and Monumentation: ???

Facility Acquisition/Construction/Alteration: ???

Relationship to Bond Funds: ???

Land Use Permits & Approvals: ???

Other Information:
- Communications tower
• Tower-related utility easements
• York School District dissolution
• Property history – school, police station, senior center
• Two of the three deeds reference the Town as owner, and the last one references the York School District. Was there ever a property transfer from the Town to the School District, as was the case for YMS which was transferred in 1951?
Warranty Deed.

FROM
Robert H. Ralson & Bethany

TO

The Trustees of the New York

DATED: ________________________

YORK, N.Y., Registry of Deeds.

Received: Aug. 2, 1897

Attest:

Registrar

FROM THE OFFICE OF

[Stamp]
Know all Men by these Presents,

This the 23rd day of December, in the year of our Lord one thousand seven hundred and forty-eight, in the County of York, in the State of New York, and

The receipt thereof, to-wit: An hereby acknowledge, for hereinabove mentioned, granted, bargain, sell and convey, over the said

In consideration of the sum of twenty dollars, to-wit: An hereby give, grant, bargain, sell and convey, over the said

The receipt thereof, to-wit: An hereby acknowledge, for hereinabove mentioned, granted, bargain, sell and convey, over the said

To Have and to Hold the same, with all the privileges and appurtenances thereto, to the said

To Have and to Hold the same, with all the privileges and appurtenances thereto, to the said

In Witness Whereof, the said Grantor, and

In Witness Whereof, the said Grantor, and

Signed, sealed and delivered in presence of

John W. Johnson
Justice of the Peace

and acknowledged the aforesaid instrument to be true, thereunto subscribed.

Dated the 23rd day of December, in the year of our Lord one thousand seven hundred and forty-eight.
Warranty Deed

FROM

John S. Paul

TO

The Inhabitants of the Town of York

Dated June 10, 1930

State of Maine

YORK, ss. Registry of Deeds

Received APR 21, 1955

at 9 h 30 m A.M.; and

recorded in Book 1291 Page 143

Attest:

Paul E. Soule
Register

FROM THE OFFICE OF

Walter H. Stone

HARTMANN BUSINESS EQUIPMENT, 118 PRAGUE ST. PROVIDENCE, R.I.

Cash Method, Duplicate, Register

Clk. 150
Know All Men by These Presents, That

I, John H. Paul, of Lebanon City, Indiana,

in consideration of one dollar, and other valuable considerations paid by The Inhabitants of the Town of York in the County of York and State of Indiana, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said The Inhabitants of the Town of York, their Heirs and Assigns forever,

a certain lot or parcel of land situated in said York, at York Beach, so-called, and lying on the northerly side of the state highway leading from York Beach to Cape Neddick and bounded on the north by said highway, beginning at the southerly corner of lot herein conveyed at the northerly corner of the present York Beach Grammar School lot; thence northerly by said School lot one hundred fifty (150) feet to other land of the grantor herein and the northerly corner of said School lot; thence southerly by a line which in the projection of the northerly side line of said School lot, one hundred (100) feet by other land of the grantor herein, to a corner of land of R. F. & C. H. Tolpoy; thence southerly by land of said R. F. & C. H. Tolpoy, one hundred fifty (150) feet to a stone wall; thence easterly by land of said R. F. & C. H. Tolpoy, one hundred (100) feet by said stone wall to the point of beginning.


Be it known that I have good right to sell and convey the same to the said Grantee, and that I and my heirs and assigns, forever, will and do release and quit claim to the said Grantee and his heirs and assigns, forever, the right to enter and take possession of said premises.

In Witness Whereof, I have hereunto set my Name.

John H. Paul,
wife of the said John H. Paul

joined in this deed as Grantor and relinquishing and conveying my right by descent and all other rights, in the above described premises, to him and assigns.

This instrument was acknowledged by me, the last day of June, in the year of our Lord one thousand nine hundred and thirty.

Before me,

Ralph W. Thomas
Notary Public.
Know all Men by these Presents, That

I, Mabel A. Donohue of York, in the County of York, and State of Maine,

In consideration of One Dollar ($1.00) and other valuable consideration,

THE TOWN OF YORK SCHOOL DISTRICT, a body politic and corporate, located at York,
in the County of York, and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

THE TOWN OF YORK SCHOOL DISTRICT, its successors and assigns forever, a certain
lot or parcel of land situated at York Beach, so-called, in said Town of York, on
the Northwesterly side of the highway leading from York Beach to Cape Neddick, so-called, but not adjacent thereto, being a parcel of land directly in the rear of
the York Beach School lot, so-called, bounded: Southerly by said York Beach
School lot one hundred and fifty (150) feet; Southwesterly by land now or formerly
of George A. Chase and Nellie L. Chase one hundred (100) feet; Northwesterly by
other land of the Granter one hundred and fifty (150) feet; and Northwesterly by
other land of the Granter one hundred (100) feet.

Being a portion of the premises conveyed to me by Richard F. Talpey and
George W. Talpey, by two (2) deeds dated April 12, 1941, and recorded in York
Registry of Deeds, Book 975, Page 450 and Book 975, Page 450.

So runs said deed, the aforesaid and bargained premises with all the privileges and
appurtenances thereof to the said THE TOWN OF YORK SCHOOL DISTRICT, its successors and assigns,

beholden to it and its heirs, successors

said Granter, its successors

and Against the

said Granter, its successors

heirs and assigns forever, against the lawful claims and demands of all persons.

In witness Whereof, I, the said Mabel A. Donohue, widow,

my hand and seal this twenty-fifth day of June one thousand one hundred and fifty-six.

Mabel A. Donohue (seal)

in presence of

I, Orlo Williams

State of Maine, County of York, ss. June 25, 1956 Personally appeared

the above named Mabel A. Donohue

and acknowledged the above instrument to be her free act and deed.

Before me, I, Orlo Williams Justice of the Peace.

Recorded according to the original records July 26, 1956 at 9h. 10m. A.M.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 4, 2019
DATE ACTION REQUESTED: April 8, 2019

ACTION
DISCUSSION ONLY

SUBJECT: Sewer Extension – Juniper Park Road

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
See the attached memo from Dylan Smith, Planning Director regarding the possible sewer extension to Juniper Park Road

RECOMMENDATION:

PROPOSED MOTION: I move to grant the Town's written assurances to the York Sewer District for the proposed Juniper Park Lane Sewer Extension.

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

TO: Steve Burns, Town Manager
FROM: Dylan Smith, Planning Director
DATE: March 25, 2019
RE: Sewer Extension – Juniper Park Lane

In reference to the York Sewer District’s March 20th request to review the proposed sewer extension, the Town is required to respond in writing to provide the necessary statutory assurances that the proposed sewer extension is in full compliance with York plans and ordinances. I find this proposed sewer extension fully complies, after review and approval from the code office, and recommend the Board provide the requisite assurances to the York Sewer District.

Per MRSA Title 38 Chapter 10 §1042(1), the Town is required to certify within 45 days that the properties served and the sewer extension itself are in compliance with the Town’s land use regulations and plans. The statute reads as follows:

A sewer district may not construct any sewer extension unless it acquires from the municipal officers or the designee of the municipal officers of any municipality through which the sewer extension will pass written assurance that:

(1) Any development, lot or unit intended to be served by the sewer extension is in conformity with any adopted municipal plans and ordinances regulating land use; and

(2) The sewer extension is consistent with adopted municipal plans and ordinances regulating land use.

Compliance of Properties to Be Served
With regard to the Comprehensive Plan, the area depicted and homes/lots that may be serviced by the line extension are in Future Land Use Area #4 – Long Sands Beach in an area predominantly comprised of single-family homes. These properties (vacant or built) would be better served by this sewer extension.

Compliance of Sewer Extension
Per the Comprehensive Plan, this sewer extension is located within the “Priority Service Area” for sewer service. The reason for this is because the neighborhood is located within the Growth Area and lot sizes/soil conditions are too small and not ideal for on-site septic disposal. The Comp Plan recommends public sewer service in this area.
With regard to ordinance compliance, the proposed sewer extension is located in the RES-7 zoning district, in a primarily residential neighborhood. The lot that the sewer line expansion would end on (10 Juniper Park Lane) is not a conforming lot based on lot size although other lots in the vicinity appear to meet minimum lot size requirements. Shoreland and Floodplain ordinances will play a role in this area although probably minimally regarding the Floodplain Ordinance. A sewer line is defined as an “essential service” and judging by the shoreland maps and plans, this extension is located within the limited residential subdistrict of the shoreland overlay, which will require a shoreland permit through the code office prior to construction. There appears to potentially be a wetland crossing as well, although that is tough to decipher. Other than that the proposed sewer extension, as detailed in the March 20th, 2019 York Sewer District letter and accompanied plan, appear to be fully consistent with the goal of expanding sewer in this area.
March 20, 2019

Re: Juniper Park Lane Private Sewer Extension Request

Dear Mr. Burns:

The York Sewer District has been approached by residents of Juniper Park Lane requesting that they be allowed to extend an existing sewer line on Juniper Park Road. The sewer line extension would consist of approximately 800 feet of new sewer main and appurtenances. The sewer extension would start at 41 Juniper Park Road and end at 10 Juniper Park Lane, and would serve several lots in the area. A locus map has been attached showing the area.

Per Title 38 Chapter 10, Section 1042, and the York Sewer District Charter, the York Sewer District is requesting the Town’s written assurances relative to this section regarding sewer extensions.

Should you or any of your staff have any questions regarding this matter, please feel free to contact me.

Sincerely,

Philip J. Tucker
Assistant Superintendent

Cc: Board of Trustees
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: April 4, 2019  ☒ ACTION
DATE ACTION REQUESTED: April 8, 2019  □ DISCUSSION ONLY
SUBJECT: Board/Committee Appointments

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board conducted interviews with the following: Cameron Frecker for Conservation Commission and, Barry Waddell and James Carabello for Committee for Veterans’ Affairs. There is only one vacant seat on the Committee for Veterans’ Affairs.

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

RECOMMENDATION:

PROPOSED MOTION:
I move to appoint Cameron Frecker as an Alternate member to the Conservation Commission, with a term expiring June 30, 2022.
I move to appoint ______________ as a Regular member to the Committee for Veterans’ Affairs, with a term expiring June 30, 2022.

PREPARED BY: _________________________ REVIEWED BY: _________________________
Melissa M. Avery, Assistant to the Town Manager
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<th>Conservation Commission</th>
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<td>R Michael Morgillo</td>
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<td>R Pricilla Cookson</td>
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<td>R Stephen Arsenault</td>
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<td>R Stephanie Byrne</td>
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<td>R Laura Brogan</td>
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<td>A Alan McDonald</td>
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<th>Applicants</th>
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<tr>
<td>Barry Waddell - Committee for Veterans' Affairs</td>
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<td>James Carabello - Committee for Veterans' Affairs</td>
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<td>Cameron Frecker - Conservation Commission</td>
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<td>Elizabeth Maziarz - Senior Citizens' Advisory Board</td>
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<th>Committee for Veterans’ Affairs</th>
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<tr>
<td>R Michael Dow</td>
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<td>R Roger LaPlante</td>
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<td>R Donald Hands</td>
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<td>R William Blaisdell</td>
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<td>R Emily Cambray</td>
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<td>R Jacqueline A. Valentino</td>
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<td>R Jeanette McGrath</td>
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<td>R Carolyn Anderson</td>
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<td>A Deborah J. Meyers</td>
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REQUEST FOR ACTION BY BOARD OF SELECTMEN

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<th>DATE SUBMITTED:</th>
<th>Action</th>
<th>April 4, 2019</th>
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<tr>
<td>DATE ACTION REQUESTED:</td>
<td>Action</td>
<td>April 8, 2019</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>York's Wild Kingdom Parking Agreement</td>
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DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The attached agreements are identical to the 2018 lease terms; only the dates were changed.

RECOMMENDATION:

PROPOSED MOTION: I moved to direct the Town Manager to sign the lease and parking agreement with York's Wild Kingdom for the parking lot located on Town property at 1045 US Route One.

FISCAL IMPACT: $6,000.00 – FY20 Revenue

DEPARTMENT LINE ITEM ACCOUNT: 100.0000.4365

BALANCE IN LINE ITEM IF APPROVED:

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

REVIEWED BY:
PARKING AGREEMENT

This Agreement is made and entered into by and between THE INHABITANTS OF THE TOWN OF YORK, MAINE, a Maine municipality hereinafter referred to as "Town" and YORK'S WILD KINGDOM, INC., a Maine business corporation doing business in York, Maine hereinafter referred to as "Wild Kingdom". In consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PARKING AREA - Town does hereby grant permission to the Wild Kingdom to park its patrons' vehicles in the area designated as "Parking Area" on the sketch attached hereto as Exhibit A, said area hereinafter referred to as "Parking Area".

2. TERM OF AGREEMENT - This Agreement is for a period of approximately four (4) months commencing as of May 26, 2019 and continuing until September 29, 2019.

3. FEE – The total fee for such use shall be a total of Six Thousand Dollars ($6,000.00) payable on or before July 1, 2019.

4. CONDITION OF PARKING AREA / LEASEHOLD IMPROVEMENTS - Wild Kingdom agrees to accept the Parking Area in "as is" condition without representation or warranty by Town as to the condition.

5. USE BY OTHERS - Wild Kingdom shall not assign any part or whole of the Parking Area nor permit the Parking Area to be occupied by invitees other than patrons for a period longer than a temporary daily visit. Any persons occupying the Parking Area except as such specified herein shall be considered to be trespassing and loitering.

6. INSPECTION AND USE - The Town and/or its agents, may, with reasonable notice, enter to view, show and make any repairs or inspection of the Parking Area, and to otherwise use the Parking Area so long as it does not interfere with use by Wild Kingdom for its patrons' parking. The Town shall have the right of immediate entry without notice in the event of any emergency or if the Wild Kingdom fails to comply with terms and conditions hereof.

7. INDEMNIFICATION - The Wild Kingdom agrees to indemnify and hold Town harmless from any and all damage, loss, claims or expenses which are asserted against Town, directly or indirectly, by virtue of or related to use or condition of the Parking Area. Wild Kingdom agrees to immediately report any condition of the Parking Area for which they are not responsible and which could result in damage to persons or property. Any damage to personal property on the Parking Area shall be at the sole risk of the Wild Kingdom. Wild Kingdom agrees to indemnify and hold Town harmless for any damage to the real estate or Parking Area occurring by virtue of actions, or inactions, of the Wild Kingdom.

8. USE OF THE PARKING AREA - Neither the Wild Kingdom nor its invitees, visitors, customers,
agents or employees shall make any unlawful, noisy, or otherwise offensive use of the Parking Area, not commit any, not permit any nuisance to exist thereon, nor cause damage to the Parking Area, not create any substantial interference with the rights, comfort, safety or enjoyment of the Town or occupants of other land, nor make any use whatsoever thereof other than as and for a parking area.

9. ALTERATIONS AND SIGNS
   a. Wild Kingdom shall not make or cause to be made any alterations, additions or improvements to make any changes to the Parking Area.
   b. Wild Kingdom shall be limited to one (1) sign at the Parking Area to be placed in a located specified by the Town, and shall be in compliance with all applicable zoning regulations and state laws. Wild Kingdom shall be responsible for any and all costs relating to the placement of the sign, including any fees relating to the compliance of said zoning regulations.
   c. Upon the expiration or termination of this Agreement, Wild Kingdom shall remove any such permitted alterations, decorations, signs, fixtures, additions and improvements and restore the Parking Area.

10. GOVERNMENTAL REGULATIONS - Wild Kingdom shall faithfully observe in its use of the Parking Area all laws, ordinances, regulations at the local, state, or federal level which apply to the Parking Area.

11. INSURANCE
    a. Wild Kingdom shall maintain a policy of Comprehensive General Liability Insurance insuring Wild Kingdom as well as the Town as an additional insured, said policy to be in such amounts and with such companies as shall from time to time be satisfactory to Town.
    b. In addition to the insurance required under subparagraph (a) of this paragraph, Wild Kingdom shall maintain insurance against such other hazards as Town may from time to time reasonably require.
    c. Wild Kingdom shall provide Town with Certificates of Insurance evidencing the existence of the policy (ies) and terms and conditions thereof. Said policies shall, at Town's discretion, name Town as loss payee or additional insured.

12. DAMAGE, DESTRUCTION, OR EMINENT DOMAIN - In the event that the Parking Area, or any part thereof, shall be substantially destroyed, damaged, or taken by eminent domain, such that the Parking Area, in the opinion of Town, are rendered not useable for parking, then Town may as its sole option terminate this Agreement upon written notice and the rent shall be pro-rated as of that date, and the parties shall be without further recourse against each other.

13. MISCELLANEOUS - The waiver by Town of any breach of any term or condition hereof shall not be deemed a waiver of any such term or condition upon subsequent breach of the same. Any notice required hereunder may be delivered in person or mailed postage prepaid to the addresses listed at the end hereof. This Agreement shall not be recorded. If any portion of this Agreement shall be deemed invalid or unenforceable, is shall not thereby affect the validity and enforceability of the remaining provisions hereof, and, in that event, Wild Kingdom agrees that Town shall not be liable to Wild Kingdom for any damages by virtue of including said provision in this Agreement. This Agreement constitutes the entire agreement between the parties and all discussion or prior understandings are merged herein. This Agreement can be modified only by written instrument executed by both parties. This Agreement is binding upon and shall inure to the benefit of any successors in interest or heirs of the parties. This agreement shall be governed by and construed in accordance with the laws of Maine.
Both parties acknowledge that they have had an opportunity to have this Agreement reviewed by their own independent, professional advisors.

IN WITNESS WHEREOF, the undersigned parties have causes this instrument to be executed below as of April 8, 2019.

INHABITANTS OF THE TOWN OF YORK

Witness

By: TOWN OF YORK, MAINE
    Stephen H. Burns, Town Manager
    186 York Street
    York, Maine 03909

Witness

By: YORK’S WILD KINGDOM