1. Board Of Selectmen's Meeting Materials

   Documents:

   2019-07-29 BOS AGENDA.PDF
   2019-07-29 BOS PACKET.PDF
BOARD OF SELECTMEN’S
MEETING AGENDA
6:30 PM / 7:00 PM  MONDAY, JULY 29, 2019
YORK PUBLIC LIBRARY

6:30 PM: Executive Session: Title 1 MRSA § 405.6.C (Real Estate)

7:00 PM: Regular Meeting

Call to Order

Pledge of Allegiance

A. Consent Agenda
   1. July 22, 2019 Meeting Minutes
   2. Business Directional Sign – York Beach Beer Company

B. Minutes

C. Chairman’s Report

D. Manager’s Report

E. Awards
   1. LED Streetlights

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

I. Endorsements
J. **Old Business**
   1. Action: Kittery-York Border
   2. Discussion: Comprehensive Plan Process
   3. Discussion: Follow-up on Staffing Study

K. **New Business**
   1. Action: Dog Park
   2. Action: Preference Votes
   3. Action: Global Covenant of Mayors for Climate & Energy
   4. Action: Special Event Permit Applications

L. **Future Agendas**

M. **Other Business**

N. **Citizens' Forum**

**Adjourn**
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**Adjourn**
Board of Selectmen’s Consent Agenda

July 29, 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. July 22, 2019 Meeting Minutes
2. Business Directional Sign – York Beach Beer Company

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 / 6:15 / 7:00 PM  MONDAY, JULY 22, 2019
YORK PUBLIC LIBRARY

6:00 PM: Committee Interviews

Present: Chairman Todd A. Frederick, Vice Chairman Robert E. Palmer, Jr., Michael L. Estes, Marilyn McLaughlin, Elizabeth D. Blanchard, and Town Manager Stephen H. Burns.

6:15 PM – Executive Session: Title 1 MRSA § 405.6.C (Real Estate)

Present: Chairman Todd A. Frederick, Vice Chairman Robert E. Palmer, Jr., Michael L. Estes, Marilyn McLaughlin, Elizabeth D. Blanchard, and Town Manager Stephen H. Burns.

Moved by Mr. Estes, seconded by Ms. Blanchard to enter into executive session. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Ms. Blanchard to exit out of executive session. Vote 5-0, motion passes.

7:00 PM: Regular Meeting

Present: Chairman Todd A. Frederick, Vice Chairman Robert E. Palmer, Jr., Michael L. Estes, Marilyn McLaughlin, 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 7:00 PM.

Pledge of Allegiance

Police Chief Charles Szeniawski introduced the Police Department’s new K-9, Günter and his handler, Officer Jon Rogers.

A. Consent Agenda
1. June 24, 2019 Meeting Minutes
2. July 8, 2019 Meeting Minutes
3. Business License Renewals

Moved by Ms. Blanchard, seconded by Ms. McLaughlin to accept the Consent Agenda. Vote 5-0, motion passes.

B. Minutes

"Listed in Consent Agenda"

C. Chairman's Report

D. Manager's Report

E. Awards

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.

   Public Comment:    Linda Drew
                      May Robinson
                      Kinley Gregg
                      Mark Tony
                      David Chase
                      Dennis Weirzba

H. Public Hearings

1. New Business Licenses:
   a. Dan Tuhig DBA: Shore Road Restaurant and Market (Food Service); located at 10 Shore Road
   b. Kind Farms, LLC (Medical Marijuana); located at 19 C White Birch Lane
   c. Giles Stebbins, LLC (Medical Marijuana); located at 17 White Birch Lane

Moved by Mr. Palmer, seconded by Mr. Estes to open the public hearing. Without objection, so ordered.
Public Comment: None

Moved by Mr. Palmer, seconded by Mr. Estes to close the public hearing. Without objection, so ordered.

2. November 2019 Ordinance Amendments
   1. Zoning Definitions
   2. As-built Plan Requirement for Non-conforming Structure Expansions
   3. Cul-de-sac Specifications
   4. Shoreland Overlay District
   5. Workforce Housing
   6. Medical Marijuana
   7. Business Licensing Ordinance regarding Medical Marijuana

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

Public Comment: Al Cotton, Planning Board
               Kathleen Kluger, Planning Board
               Peter Smith, Planning Board
               Wayne Boardman, Planning Board

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

I. Endorsements

   1. New Business Licenses:
      a. Dan Tuhig DBA: Shore Road Restaurant and Market (Food Service); located at 10 Shore Road

Moved by Mr. Palmer, seconded by Ms. Blanchard to approve the following license: Dan Tuhig DBA: Shore Road Restaurant and Market (Food Service); located at 10 Shore 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. Action: Proposed Ordinance Amendments

Moved by Mr. Palmer, seconded by Ms. McLaughlin to post all proposed amendments for a second public hearing on August 26, 2019 with the changes identified and the Town Manager has documented. Vote 5-0, motion passes.

   2. Action: Long Sands Beach
Moved by Mr. Palmer, seconded by Ms. Blanchard to direct the Town Manager to take action consistent with discussions in executive session. Vote 5-0, motion passes.

3. Discussion: York Village Underground Utilities

4. Action: Proposed Settlement with First Parish Church (Vice-Chair to Conduct)

Mr. Frederick, Ms. Blanchard and Mr. Estes all disclosed that they are members of the First Parish Church but feel they have no conflict regarding the proposed agreement with First Parish Church.

Moved by Mr. Estes, seconded by Ms. McLaughlin that Todd Frederick’s employment by the First Parish Cemetery does not have a conflict in voting in the agreement between the Town of York and First Parish Church item. Vote 4-0, motion passes.

Moved by Mr. Estes, seconded by Ms. Blanchard to support the proposed Town of York and First Parish Church Land Settlement dated July 11, 2019 and to be moved to a second public hearing pending a positive vote from the church. Vote 5-0, motion passes.

K. New Business

1. Action: Board and Committee Appointments

Moved by Mr. Estes, seconded by Mr. Palmer to appoint Tim Greer as a Regular Member to the Harbor Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Mr. Palmer to appoint Jeremy Reynolds as a Regular Member to the Harbor Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes to appoint Greg Brown as a Regular Member to the Harbor Board, with a term expiring June 30, 2022. No second, motion fails.

Moved by Mr. Palmer, seconded by Ms. McLaughlin to appoint Mike Sinclair as a Regular Member to the Harbor Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Mr. Palmer to appoint Katherine Dodge to the Municipal Social Services Review Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.
Moved by Mr. Estes, seconded by Mr. Palmer to appoint James Plourde as an Alternate Member to the Senior Citizens Advisory Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Mr. Palmer to appoint Elizabeth Maziarz as a Regular Member to the Senior Citizens Advisory Board, with a term expiring June 30, 2020. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Mr. Palmer to appoint Emily Cambray as a Regular Member to the Senior Citizens Advisory Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Ms. Blanchard to appoint Deborah Meyers as an Alternate Member to the Senior Citizens Advisory Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Palmer, seconded by Ms. Blanchard to appoint Jody Merrill as a member to the Village Revitalization Steering Committee. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Ms. McLaughlin to reappoint Dean Mello as Regular Member to the York Harbor Site Design Review Board, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Ms. Blanchard to reappoint Tony Knox as a Regular Member to the Sohier Park Committee, with a term expiring June 30, 2022. Vote 5-0, motion passes.

Moved by Mr. Estes, seconded by Ms. Blanchard to reappoint David White as a Regular Member to the Energy Steering Committee, with a term expiring June 30, 2022. Vote 5-0, motion passes.

2. Action: Contract with YCSA for General Assistance

Moved by Ms. Blanchard, seconded by Ms. McLaughlin to approve the agreement with York Community Services Association, dated July 22, 2019, for the administration of the Town’s General Assistance Program and Property Tax Relief Ordinance, as set forth in the attached Agreement, for the period of July 1, 2019 through June 30, 2020. Vote 5-0, motion passes.

3. Action: Property Redemption Request – 42 Lindsay Road

Moved by Ms. McLaughlin, seconded by Ms. Blanchard to approve the property redemption request of Tax Map 0056-0013, located at 42 Lindsay Road, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than September 20, 2019 with cash or certified bank check. Vote 5-0, motion passes.
L. **Future Agendas**

1. On the Radar

M. **Other Business**

N. **Citizens’ Forum**

   Public Comment: None

Adjourn

Moved by Mr. Palmer, seconded by Ms. Blanchard to adjourn the meeting at 10:00 PM. Without objection, motion passes.

Respectfully Submitted,

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

DATE SUBMITTED: July 23, 2019

DATE ACTION REQUESTED: July 29, 2019

☑ ACTION

☐ DISCUSSION ONLY

SUBJECT: Business Directional Sign for the York Beach Beer Company – 1 York Street

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Sarah Rowland of The York Beach Beer Company has requested approval of one single sided business directional signs. The requested sign would be located on existing post that has vacant space on Ocean Avenue. Please see attached photos of requested locations.

RECOMMENDATION: Approve OBDS sign Requests for The York Beach Beer Company.

PROPOSED MOTION: I move to approve the single sided business directional sign requested for Ocean Avenue before the intersection of Railroad Avenue for The York Beach Beer Company.

FISCAL IMPACT: $30

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: ____Dean Lessard_________ REVIEWED BY:  __________
TOWN OF YORK

APPLICATION FOR OFFICIAL BUSINESS DIRECTIONAL SIGN

Business Name: York Beach Beer Company

Mailing Address: 1 York Street, Unit 3, York ME 03909 (YBBC mail is forwarded to SoMe Brewing Co)

Contact Person: Sarah Rowland (General Manager)

Email Address: sarah@somebrewingco.com Phone Number: 215-421-5602 (cell)

Location of Requested Sign(s) - Please be specific

Requested Location 1: 18 Ocean Ave (next to Ellis Park parking lot)

Requested Location 2:

Information as it will appear on Each Sign:

Sign 1: ← York Beach Beer Co. 0.2 miles

Sign 2:

Initial Fee ($30) per Sign: ____________________________ Annual Fee ($10) per sign

Following approval by the Board of Selectmen the applicant can deliver the sign(s) to the Department of Public Works garage at 115 Chases Pond Road for installation.

Business Directional Sign Specifications:

Each sign must be 10” high & 42” wide and made of Durable Composite Material (No wood or plywood). The background must be white, the lettering black, and the back of the sign Dark Green. The lettering must be a minimum of 4” high. Each business is allowed a maximum of 2 business directional signs.

Owners of each business directional sign are responsible for maintenance and replacement of the signs; owners of signs that are in need of repair will be sent a note via email.

The owner of each Business Directional Sign is responsible for informing the DPW of change of business status or mailing address.

Approved by: ____________________________ Date: 7/19/2019

Director of Public Works

Approved by: ____________________________ Date: ____________________________

Town Manager
**Sign Specifications**

← 42" →

↑

Logo (Optional) →

Miles

↓

← Miles Logo (optional) →

Letters must be a minimum of 4" High

Make Checks Payable: Town of York

Please Return Application and Check to the Town of York - Clerk's Office Only

FOR CLERK'S USE ONLY: Amount Received: ______

MCR GROUP- DPW AR- Off PREMISE SIGNS- REVENUE

RECEIPT NUMBER: ______ DATE ISSUED: ______ INITIALS: ______

Clerks- please email completed application to ehaven@yorkmaine.org Thank you!
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: July 24, 2019

DATE ACTION REQUESTED: July 29, 2019

☐ ACTION

☐ DISCUSSION ONLY

SUBJECT: LED Street light conversion Professional Services Agreement.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
The Town of York leases approximately 830 street light fixtures from Central Maine Power (CMP) on utility poles owned by CMP, which charges a monthly flat fee per fixture. Recent changes to Maine State law enable municipalities to purchase these street lights from CMP and work with consultants and contractors to upgrade the fixtures to Light Emitting Diode (LED) technology. The Maine PUC has recently finalized standards, requirements and fees for municipal street light purchases and upgrades.

The Town of York now has the opportunity to upgrade its street lights with new Light Emitting Diode (LED) technologies that provide better light at 40%-70% lower energy and maintenance costs and last much longer than current fixtures. LEDs can also improve public safety with better visibility, decrease light pollution and environmental impacts, and enable programmable controls. Installed cost is estimated to be in the range of $500 per fixture.

The Municipal Streetlight Coalition issued an RFQ in February 2016 and in September chose RealTerm Energy (RTE) as their turnkey contractor. In November 2016 Dean Lessard, Wayne Boardman and Rozanna Patane attended a workshop by RealTerm outlining their agreement with the coalition and that they were willing to extend their agreement to other Maine towns. Our consultant Celtic Energy followed up with detailed discussions of RealTerm’s approach and in December 2016 RealTerm submitted a preliminary proposal to York.

RealTerm is headquartered in Baltimore with offices in Connecticut. The company’s primary focus is implementation, financing and management of municipal LED streetlighting and adaptive technology control systems. Their 2017 proposal states that they have completed 168 streetlights projects of various sizes and have 63 currently underway. Chris Lotspeich of Celtic and the York team have talked extensively with Paul Vesel, Business Development Director. Chris’ opinion is that RTE’s proposal is a good deal for York. Prices are open-book and competitive, but first priorities are capability, quality, and experience.

On May 18, 2019 the Voter of York approved warrant article 49 appropriating a sum not to exceed $425,000 for the purchase and LED conversion of all streetlights the Town currently leases from Central Maine Power.
Estimated Project Timeline

<table>
<thead>
<tr>
<th>Month</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2019</td>
<td>RealTerm approved</td>
</tr>
<tr>
<td>October 2019</td>
<td>Investment-grade audit and photometric design</td>
</tr>
<tr>
<td>November 2019</td>
<td>Test pilot installation</td>
</tr>
<tr>
<td>November 2019</td>
<td>Public process to review design</td>
</tr>
<tr>
<td>December 2019</td>
<td>BOS approval to proceed (<em>BOS would still have the option not to move forward with the project at this time.</em>)</td>
</tr>
<tr>
<td>December 2019</td>
<td>Schedule and project milestones established</td>
</tr>
<tr>
<td>January 2020</td>
<td>Fixture procurement and installation</td>
</tr>
<tr>
<td>March 2020</td>
<td>Installation complete – including GIS inventory map of lights</td>
</tr>
</tbody>
</table>

Celtic’s Role: Owner’s Agent (fees can be paid from project savings)

Included with this action form is the latest proposed Professional Services Agreement drafted by RealTerm Energy US, L.P. Also included is Realt rms 2017 project proposal and Celtic’s review of RealTerm’s 2017 proposal, the Town attorney’s comments on a previous version of the Professional Services Agreement from RealTerm Energy US, L.P. and York’s LED Streetlight Project Timeline & History.

RECOMMENDATION: The Energy Steering Committee and the Department of Public Works recommend that the Board of Selectmen vote to authorize the Town Manager to sign the proposed Professional Services Agreement with RealTerm Energy US L.P. for the conversion of public street light to LED technology. We also recommend that the Board authorize the Town Manager to purchase the existing street light fixtures from CMP the Town now lease.

PROPOSED MOTION: I move to authorize the Town Manager to sign the proposed Professional Services Agreement with RealTerm Energy US L.P. for the conversion of public street lights to LED technology. I also move to authorize the Town Manager to purchase the existing street light fixtures from CMP the Town now leases.

FISCAL IMPACT: $425,000

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: __Dean Lessard_________ REVIEWED BY: __________
LED Streetlight Project Timeline

2013  Maine law changed to allow towns to own their own streetlight fixtures.

2014  Energy Steering Committee preliminary research.

Feb 2015  BOS discussion of options, including turnkey ESPC.

May 7 2015  BOS agreed to move forward with ESPC approach, hire consultant.

June 2015  BOS approved Celtic as consultant to outline ESPC options, prepare RFP, assist in selecting streetlight turnkey vendor.

Aug 2015  Celtic conducted information meeting for York department heads, boards, committees.

Sept 2015  Celtic conducted BOS workshop

Oct 2015  PUC Final Order, with 3 major unresolved issues: liability insurance, CMP energy-only price, utility worker qualifications. PUC directed CMP to work with MSLG on standard Customer Service Agreement and to deal with future issues.

All issues resolved* except CMP calculation of Net Book Value of equipment to be purchased or removed by municipalities. PUC ordered CMP to clarify calculation of NBV.

Celtic, DPW, ESC phone conference with Municipal Streetlight Group (MSLG).

Oct 2015  BOS approved streetlight project as ESPC, contingent on voter approval May 2016. Celtic attended BOS meeting; also met with Budget Committee and Energy Steering Committee.

Oct ’15 – June ’16  Extended CMP-PUC-MSLG negotiations over calculating NBV. (Jan 2016 Municipal Streetlight Coalition issued RFQ, chose RealTerm Feb 2016)

June 2016  MSLG expressed concern but agreed to accept CMP’s revised methodology.

June 2016  Voters approved streetlight capital budget.

June 2016  York’s contract with Celtic expired.

Sept 13, 2016  PUC Orders CMP to file updated Customer Service Agreement and Rate Schedule within 60 days.
September 2016  MSLG chooses RealTerm Energy as their turnkey contractor.

November 2016  RealTerm holds workshop for other Maine towns, attended by Dean Lessard, Wayne Boardmand and Rozanna Patane of York.

December 2016  RealTerm submits preliminary proposal to York.

February 2017  Meeting of York partners and RealTerm and Municipal Leasing Consultants with Steve Burns, Wendy Anderson, Shana Cook Mueller to answer questions about tax-exempt lease financing and RealTerm’s proposal.

February 27 2017  Update to Board of Selectmen

April 10  2017  Board of Selection decision

*Issues resolved as follows (reviewed with BOS 10/19/15)*

- Rate for elec delivery 10¢ → 5.0696¢
- Net book value to buy existing equipment – PUC accepted towns’ methodology ($0 after 15 year lease)
- Insurance cap $5 m → $1m

CMP did manage to require that only they can defuse and refuse when LEDs are installed, so we'll need to think through how that affects hiring a contractor to install

Standard contract with CMP was being developed by Falmouth, will be available as a model
March 29th, 2017

Dean Lessard
Public Works Director
Town of York
186 York St
York, ME 03909

Dear Town of York street light upgrade project partners,

EXECUTIVE SUMMARY: Celtic Energy Inc. (CEI) has a favorable opinion of the RTE/MLC team proposals to the Town to finance and implement a turnkey LED street light (SL) upgrade project. The RTE/MLC team has good experience, a good service offering, and is offering the Town a good deal compared to numerous others that we’ve seen. RTE was selected by the Maine Municipal Street Lighting Group (MSLG) as their SL upgrade vendor; York can leverage the MSLG’s path-finding efforts and follow their template approach. CEI has a favorable view of Tax Exempt Lease Financing (TELF). We recommend that the Town select the RTE/MLC team and proceed with negotiating final terms.

The Celtic Energy Inc. (CEI) team has reviewed the Real Term Energy (RTE) / Municipal Leasing Consulting (MLC) joint proposals to the Town to finance and implement street light (SL) LED upgrade retrofit project. The versions of the documents we reviewed and refer to here include:


In conjunction with the York Energy Steering Committee, we discussed these proposals at length with RTE and MLC, and reviewed their cost/benefit analysis calculations. We noted their collaborative open-book approach and detailed responses to our questions. The final contract terms might change to some degree, and should be negotiated with the vendor to ensure the Town gets optimal terms.

We favorably reviewed RTE and MLC’s qualifications and experience. RTE specializes in LED streetlight retrofits and was selected as the prime vendor by the Maine Municipal Street Lighting Group (MSLG), which intended that other municipalities take advantage of their template effort. CEI recommends that the Town leverage this path-breaking opportunity by adapting the MSLG approach and template to its needs and preferences. RTE plans to employ CMP’s SL contractor to perform the SL replacements.

The MSLG plans to fund their upgrades with municipal funds. CEI recommends that York utilize Tax Exempt Lease Financing (TELF) to enable a no-money-down turnkey approach. CEI has a favorable view of TELF from scores of municipal energy retrofit projects; we often recommend this method due to its numerous advantages in this application. The financing could be repaid with highly-probable net positive cash flow over the contract term. The proposed LED one-for-one replacement is almost certain to provide sufficient savings to pay back the financing over a contract term less than the ten-year LED warranty. MLC impressed our team with their experience and explanations of TELF.

We look forward to the opportunity to support the Town with quality assurance on project implementation.

Very respectfully,

Chris Lotspeich
Director of Sustainability Services

437 Naubuc Ave, Suite 106, Glastonbury, CT 06033 • 860.882.1515 • www.celticenergy.com
REALTERM ENERGY

AGREEMENT BETWEEN Town of York
AND
RealTerm Energy US, L.P.
FOR PROFESSIONAL SERVICES FOR THE CONVERSION OF
PUBLIC STREET LIGHTING TO LED

1. PARTIES

This contract (hereinafter referred to as the "Agreement") is made and entered into on this
day of ____, 201__ by and between the Town of York, ME with a mailing address of,
186 York Street, York, Maine 03909 (hereinafter referred to as the "Town") and RealTerm
Energy US, L.P., a Delaware limited partnership, with a mailing address of 201 West
Street, Suite 200, Annapolis, MD 21401 (hereinafter referred to as the "Contractor").

WHEREFORE, the Contractor has responded to the Town’s request to submit a preliminary
technical and budgetary proposal for street light conversion services.

WHEREFORE, the committee designated by the Town to evaluate the proposal deemed the
Contractor’s technical and budgetary proposal the most highly advantageous for the scope of
services requested.

WHEREFORE, the Town has relied on the presentation made by the Contractor in addition to
the respective proposal.

NOW THEREFORE, in exchange for the good and valuable consideration described herein, the
receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor shall
agree to be bound by the terms and conditions contained in this Agreement as follows:

2. SCOPE OF WORK

In consideration of the mutual promises contained herein and the payment terms set forth in
Section 4 of this Agreement, the Contractor shall perform the services as outlined below:

2.1 Task 1: Undertake a GIS inventory survey of the Town’s existing street and other
outdoor lights.

a) The Contractor will compile an inventory of the existing public street and other
outdoor lights via a Geographic Information Systems (GIS) inventory assessment.
The Contractor shall obtain the street light inventory maintained by the utility to
assist with the survey. The Contractor will collect and report on the following
attributes:
b) Throughout the inventory assessment process, the Contractor will report all relevant matters to the Town, prepare any necessary interim reports and review and address with the Town all relevant issues, on a timely basis, in order to minimize any delay on the eventual conversion.

c) The Contractor will produce an electronic inventory file compatible with common GIS software (e.g. ESRI ArcMap), Google Earth KML and/or Microsoft Excel.

2.2. Task 2: Carry out all equipment and installation procurement requirements.

a) Selection of manufacturer

   i. The Contractor shall select the LED luminaires from an approved list of LED luminaires suppliers derived through a competitive process involving non-proprietary performance specifications describing relevant photometric, electrical, physical, and durability characteristics of the luminaires. The Contractor shall conduct this process with specific reference to roadway conditions found within the state of Maine.

   ii. The Contractor shall provide details on their method of developing specifications and how that ensures that appropriate quality standards are met. The Town will approve all selected fixtures. Upon the Town’s request, the Contractor shall conduct test installations to provide the Town with the time and opportunity to evaluate designated equipment in situ.

b) Selection of installer

1 RP-8-2014 refers to “Pedestrian Conflict”, as a level of pedestrian activity in the first hour after dark, with the following ranges:
   - Low activity is fewer than 10 pedestrians per block in the first hour (normally a residential area)
   - Medium activity is between 11 and 100 pedestrians per block in the first hour
   - High activity is over 100 pedestrians per block in the first hour (normally a downtown area)
The Contractor will work with the Town to develop detailed specifications and through a competitive procurement process, to engage a firm, authorized by the electric utility which provides service to the Town, to work on their grid and install the light fixtures. The selected installer shall have all of the qualifications required by the Maine Public Utilities Commission. It is understood by both parties that the selected installer shall be a subcontractor of the Contractor and not of the Town, and as such shall contract directly with and be managed by the Contractor. Alternatively, the Contractor and Town may opt to contract the electric utility for the removal and installation of fixtures.

The selected installer shall have all of the qualifications required by the Maine Public Utilities Commission. The Contractor shall certify that all contractors working on streetlights meet all safety training and certification requirements and maintain adequate general and liability insurance.

2.3 Task 3: Perform a comprehensive lighting design analysis with the selected luminaire manufacturer to determine luminaire selection to either an RP-8-14 lighting recommendation where applicable, or to such other standards or criteria to be specified and mutually agreed to by the parties.

a) The design analysis and the determination of adequate light levels for safety of pedestrians, cyclists, and vehicles shall be performed in accordance with the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-14) or, where applicable, in accordance with such other standards or criteria as the parties may mutually agree in writing. Consultant will use commercially reasonable efforts to identify the locations that the RP-8-14 standards will or will not be met in its design recommendations to the Town based on pole placement and street configuration. The degree to which IES standards may be met.

b) Lighting designs through photometric modelling shall be performed for each materially unique roadway application that display similar roadway layout and lighting asset conditions. Roadway segments or individual lights that cannot be formally designed using the aforementioned method, shall be specified using best practices for the roadway conditions on-site.

2.4 Task 4: The Contractor will advise the Town on the use of available lighting control systems in terms of impact on safety, standardization, and energy cost savings and total life cycle cost of the system. The Contractor may also propose to the Town any other value add systems and discuss with the Town their financial impact, commercial readiness, and alignment with utility policies.

2.5 Task 5: Provide an Investment Grade Audit (IGA) report.
a) Based on the inventory assessment, utility bill analysis, and consultation on controls and/or other products, the Contractor will produce a comprehensive financeable IGA report which, apart from the inventory attributes previously mentioned, will include:

i. Recommendations on how to address identified serious deficiencies in the current street lighting network along with the Contractor's best estimate of associated additional costs. The Town will direct the Contractor on how to address these issues before the procurement of equipment and installation stages commence.

ii. Baseline energy use, energy cost and operations and maintenance costs.

iii. Estimated retrofit energy use and operations and maintenance costs.

iv. Sources of funding, including any available rebate programs.

v. Calculation of estimated total conversion cost, energy and maintenance cost reduction, and simple payback.

b) The ROI shall include a comparative analysis of all viable options including but not limited to the following:

i. Status quo do not replace light fixtures and continue reliance on the utility to maintain and upgrade the existing system.

ii. Take ownership of all existing fixtures, replace existing fixtures including installation of new fuses and rewiring where necessary.

iii. Request that the utility remove fixtures older than fifteen years and take ownership of remaining fixtures, replace existing fixtures including the installation of new fuses and rewiring where necessary.

c) The IGA Report shall be submitted to the Town for review.

2.6 Task 6: The Contractor may, if required, convene and host a public process where the public will have an opportunity to offer input on the project's scope. The presentation may include, but not be limited to, the following:

i. Criteria for Manufacturer Selection

ii. Color Temperature Selection

iii. Business Improvement Area (BIA) Consultation for Decorative Replacement recommendations

iv. Ongoing Public Education and Consultation Process

v. Design Process

vi. Schedule and Project Milestones
2.7. Task 7: Apply on behalf of the Town for all available grants and rebates relating to the LED conversion project (if any).

2.8. Task 8: Perform project management functions including oversight of the LED luminaire installation and the recycling/disposal of all waste material.

Based on the finalized design, the Contractor will oversee the installation and maintenance as an owner representative. The following elements will be covered:

i. Description of Work
ii. Required installation schedule
iii. Reference standards
iv. Submittals
v. Test Installations (if applicable)
vi. Quality Assurance and Warranty
vii. Installation
viii. Field Quality Control
ix. Disposal
x. Perform a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at the beginning of the project
xi. Manage data on installations and provide a weekly status update of the project
xii. Confirmation of satisfactory installation completion by installation subcontractor.
xiii. Commissioning of all installed equipment.

2.9. Task 9: Electricity Billing Changes

The Contractor will work with the utility to reach agreement on the final inventory, will ensure that the utility billing correctly reflects the updated inventory including updated demand and consumption values, and, should the Town elect to take ownership of some or all of the fixtures, will work with the utility to execute the customer owned street lighting agreement as approved by the Maine Public Utilities Commission.

2.10. Task 10: Following project commissioning, the Contractor will provide the following to the Town:

a) RealTerm Energy Documents:
   i. This agreement (dually signed – copy to be provided prior to work commencing)
   ii. Investment Grade Audit
   iii. RealTerm Energy Insurance Certificate (copy to be provided prior to work commencing)
iv. Confirmation of Utility Billing Update
v. Warranty Service Request System Overview
vi. If applicable, Customer Owned Street Lighting Agreement approved by the utility and the Town

b) Installation Contractor:
   i. Contractor Insurance and Workman’s Compensation Documents (as applicable)
   ii. Utility Inspection Certificates (as applicable)

c) Luminaires:
   i. Warranty Coverage Information
   ii. Manufacture Warranty
   iii. Fixture Seal of Approval
   iv. Photocell Warranty
   v. Recycling Certificate

d) GPS/GIS Lighting Infrastructure:
   i. Installation Summary
   ii. Fixture Specifications
   iii. Lighting Designs

e) Lighting Network Metadata

f) Closing Documents:
   i. Request for Feedback and Testimonial
   ii. Post Project Customer Care and Company Information

3. **COMMENCEMENT AND COMPLETION**

The Contractor will commence work immediately upon contract signing and complete the tasks in their entirety within a reasonable schedule, provided below:

<table>
<thead>
<tr>
<th>Project Workflow Breakdown and Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be determined</td>
</tr>
<tr>
<td>3 weeks of contract signature</td>
</tr>
<tr>
<td>2 weeks after completion of launch meeting</td>
</tr>
<tr>
<td>2 weeks following GIS inventory commencement</td>
</tr>
<tr>
<td>2 weeks</td>
</tr>
<tr>
<td>5 weeks</td>
</tr>
<tr>
<td>1 week following procurement completion</td>
</tr>
<tr>
<td>2 weeks following lighting design commencement</td>
</tr>
<tr>
<td>2 weeks following design approval by client</td>
</tr>
</tbody>
</table>

Commented [m3]: The Town has reviewed and approved the amended schedule which decreases the project timeframe from approximately 31 weeks to 41 weeks.
<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Activity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 weeks following IGA commencement</td>
<td>Investment Grade Audit (IGA) completed</td>
</tr>
<tr>
<td>2 weeks following IGA Approval by Client</td>
<td>Public Information Session</td>
</tr>
<tr>
<td>8 weeks following purchase order</td>
<td>Delivery of fixtures</td>
</tr>
<tr>
<td>2 weeks following delivery of fixtures</td>
<td>Installation begins</td>
</tr>
<tr>
<td>4 weeks following installation commencement</td>
<td>Installation completion</td>
</tr>
<tr>
<td>2 weeks following installation completion</td>
<td>Electricity Billing Changes</td>
</tr>
<tr>
<td>2 weeks following installation completion</td>
<td>Final Commissioning</td>
</tr>
</tbody>
</table>

The Town may authorize changes in the scope, extent or character of the services provided under this Agreement and the time and cost for completion may be adjusted accordingly with approval by the Town.

4. **PAYMENT TERMS**

a) The Contractor will maintain an open book approach in relation to this agreement to enable the Town to monitor, scrutinize and verify the accuracy of all charges, or any new charges proposed by it. On request by the Town, the Contractor will provide the Town an open book account of its charges and/or any new proposed charges, setting out full and transparent details of each component of the costing (including any profit margins or discounts applicable to those costings).

b) The Contractor shall submit an invoice on or about the first of each month reflecting services performed to date, which invoices will be due and payable within 30 days of receipt. The Town understands that the payment for completion of the services shall be based upon a cost plus basis whereby the Contractor agrees to charge a $28.30 per street light fixture fee for data collection services, the Investment Grade Audit, project management and post installation services, plus a 17% gross margin for the procurement and installation of fixtures, including any additional costs related to test installations. The $28.30 per fixture fee does not apply to other outdoor lights for which additional pricing may apply. The Contractor agrees to perform the services on that basis.

5. **WARRANTY**

a) The warranty period with regards to this agreement is one (1) year from the date of substantial performance of the work. The Town shall promptly give the Contractor notice in writing of observed defects and deficiencies in the work which appear prior to and during the warranty period. The Contractor shall correct promptly, at the Contractor’s expense, any work which is not in accordance with this agreement or defects or deficiencies in the work which appear prior to and during the warranty period.

b) The Contractor shall be responsible for obtaining product warranties in excess of one year on behalf of the Town from the respective manufacturers. These product warranties shall be issued by the manufacturer to the benefit of the Town.
6. TERMINATION

a) The Town may elect to terminate the Agreement without cause following completion of the IGA but prior to the equipment and installation procurement delivery of fixtures by written notice to the Contractor delivered prior to the commencement of the procurement process, in which case the Town will pay the Contractor the amount of $26,318 (the “IGA Fee”) as compensation for services rendered to date. The Town may terminate the Agreement without cause after the procurement process begins delivery of fixtures by giving the Contractor fourteen (14) business days’ notice, and compensating the Contractor for services performed, including the entire IGA Fee, and procurement services, including equipment purchased and installation services inclusive of the Contractor’s 17% margin, less any payments made on account to the Contractor, in accordance with this Agreement through the effective date of termination.

b) Either party may terminate this Agreement at any time for cause after giving the other party written notice with 10 business days to cure the same, provided, however that if the default in question cannot reasonably be cured within such ten (10) business days, then so long as the defaulting party commences cure within ten (10) business days and continues to use commercially reasonable efforts to pursue such cure, then such default shall not be deemed a default hereunder. If the Contractor elects to terminate the Agreement for cause, the Town will be obliged to compensate the Contractor for all services rendered to date, including the entire IGA Fee, and procurement services, including equipment purchased, and installation services inclusive of the Contractor’s 17% margin, less any payments made on account to the Contractor up to the effective date of termination.

7. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by and construed in accordance with the laws of the State of Maine, notwithstanding its conflict of law principles.

8. QUALIFICATIONS

The Contractor represents and holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The Contractor shall perform all services in accordance with professional standards.

9. USE OF DOCUMENTS

All documents, reports, data, studies, estimates and other work material developed under this Agreement shall be the property of the Town and shall be promptly delivered to the Town in a
form compatible with the Town's software or other records management systems. All data collected shall be disclosed only to the Town's authorized representatives, at the direction of the Town.

10. **SUBCONTRACTORS**

The Contractor shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as the Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town. Subcontractors shall not be deemed employees of the Town under any circumstances and the Contractor assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement.

11. **SUCCESSORS AND ASSIGNMENT**

The Town and Contractor are hereby bound to this Agreement and to the successors of the other party in respect of all covenants, agreements and obligations of this Agreement, subject only to the appropriation by the Town of sufficient funds to fulfill its obligations hereunder. Neither the Town nor Contractor may assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other party, unless mandated by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless expressly provided otherwise in a written consent to assignment.

12. **INSURANCE**

The Contractor shall purchase and maintain insurance in accordance with Schedule A attached hereto, including Workers' Compensation, Employers' Liability, Commercial General Liability, Property Insurance, Automobile Liability and Professional Liability Insurance. The Town shall be named as an additional insured on the liability policies, as their interest may appear, with respect to the work performed by the Contractor.

13. **INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the negligent performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors. To the extent permitted by law, the Town will indemnify and hold harmless the Contractor, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Town's negligent performance under the Agreement. Any obligation of the Town to indemnify pursuant to this Agreement shall not be deemed or construed to operate in practical effect to waive any defense, immunity, or limitation of liability which may be available to the Town, its officers, agents or employees, under the Maine Tort Claims Act (14 M.R.S. §§ 8101, et seq.) or any other privileges or immunities which may be provided by law.
14. CONFLICT OF INTEREST

The Contractor will represent the Town and not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after this contract is awarded, but which existed at the time of proposal submission, will be grounds for termination.

15. NOTICES

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(a) If to the Contractor:
RealTerm Energy US, L.P.
201 West Street
Annapolis, Maryland 21401

Attention: Paul Vesel
Phone: 413-695-0045
Facsimile: (413) 695-0045
E-mail: pvesel@realttermenergy.com

(b) If to the Town:
The Town of York
186 York Street
York, Maine 03909

Attention: Steve Burns, Town Manager
Facsimile:
E-mail: sburns@yorkmaine.org

16. ENTIRE AGREEMENT

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.
17. **COUNTERPARTS**

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Signature page to follow
RealTerm Energy US, L.P., a Delaware limited partnership

By: RealTerm Energy US, LLC, its General Partner

By: ___________________________
Name: Sean Neely
Title: President
Date: _________________________

By: The Town of York, ME

By: ___________________________
Name: __________________________
Title: __________________________
Date: _________________________
SCHEDULE A

INSURANCE REQUIREMENTS

INSURANCE COVERAGE

The Contractor agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following insurance coverage:

1) Commercial General Liability Insurance with limits of five million dollars ($5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form. The Town shall be named as an additional insured, as their interests may appear, as respects operations performed by Contractor.

2) Automobile Liability Insurance to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of one million dollars ($1,000,000) per accident.

3) Workers Compensation coverage in an amount not less than statutory requirements and Employer’s Liability Insurance in an amount of not less than $1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.

4) Property Insurance to cover Contractor’s personal property, or property considered to be in its care, custody, and control.

5) Errors and Omissions Insurance with limits of $250,000 per claim, and $500,000 general aggregate.

CONDITIONS OF INSURANCE

A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Contractor to combine an umbrella liability policy with the primary liability policy, at the discretion of Contractor.

B. Policies shall be issued by insurers approved to do business in the jurisdiction where the Town is located.

C. The Contractor shall be responsible for deductible amounts under its insurance policies, except where otherwise provided.
D. Prior to commencement of the Work and upon the renewal, or extension of each policy of insurance required herein, the Contractor shall promptly provide the Town with a certificate of insurance.
Proposal to the Town of York

LED Streetlighting Conversion

March 29, 2017

0-0837

Primary Contact
Paul Vesel, Director, Business Development – NE USA
201 West Street, Suite 200, Annapolis, MD 21401
(413)-695-0045
pvesel@realtermenergy.com
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March 29, 2017

The Town of York
186 York Street
York, ME 03909

RealTerm Energy is pleased to propose its LED conversion services to the Town of York. We have assembled an elite team of in-house and sub-contracted professionals experienced in LED streetlight conversions to work collaboratively on all aspects of this project. The amassed team, capitalizing on the expertise of its members and their specializations, will deliver approximately 83% operating cost savings on your streetlight expenditures in the first year.

Our turnkey service offering includes:
- An initial GIS/GPS inventory assessment of your existing streetlight network
- Complete photometric designs to optimize energy efficiency and minimize costs
- A comprehensive Investment Grade Audit (IGA)
- Installation of new LED fixtures and recycling of old fixtures
- Creation and transfer of data management tools and software
- Transfer of all warranties at commissioning
- Review of project financing

We manage all of our conversion projects in a transparent fashion. During each phase, and at every level, we will keep the Town of York informed of all progress and of any increases or decreases in identified inventory. Fiscal monitoring of this project, on the Town’s part, will be an easy process facilitated by regular meetings and continually accessible, online reports. This Proposal includes an estimated projected acquisition cost of $131,680 from Central Maine Power (CMP). The estimated acquisition cost is provided solely for analysis purposes and is not included in RealTerm Energy’s total project cost.

The RealTerm Energy team appreciates this opportunity to present our revised proposal. We look forward to the prospect of working with the Town of York to design and install your new, highly-efficient LED street lighting system. We are passionate about what we do and want you to feel the same way about this project’s results.

Sean Neely, President
sneely@realttermenergy.com
1. EXECUTIVE SUMMARY

<table>
<thead>
<tr>
<th>Technical/Environmental Assessment</th>
<th>Town of York Street Lights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>788 HID Cobra head fixtures</td>
</tr>
<tr>
<td>Baseline</td>
<td>14 Flood Lights</td>
</tr>
<tr>
<td>Total demand</td>
<td>19 Decorative fixtures</td>
</tr>
<tr>
<td>Annual energy consumption</td>
<td>100.2 kW</td>
</tr>
<tr>
<td>Annual operating hours</td>
<td>426,958 kWh</td>
</tr>
<tr>
<td>Technology Employed</td>
<td>4,260</td>
</tr>
<tr>
<td>Technology Provider(s)</td>
<td>Smart ready LED Fixtures</td>
</tr>
<tr>
<td>Technical Specifications</td>
<td>Acuity Brands</td>
</tr>
<tr>
<td>7-PIN, Smart ready fixtures</td>
<td></td>
</tr>
<tr>
<td>Color temp: 4,000K</td>
<td>Average life ≥ 100,000 hours</td>
</tr>
<tr>
<td>CRI ≥ 65, IP ≥ IP 65</td>
<td></td>
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<tr>
<td>Fixture Warranty</td>
<td>10 years</td>
</tr>
<tr>
<td>Annual Energy Savings</td>
<td>273,751 kWh (64%)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Financial Assessment</th>
<th>Capital Purchase (York-financed)</th>
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<tbody>
<tr>
<td>Financing Scheme</td>
<td>$348,079</td>
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<tr>
<td>Project Cost (excluding acquisition cost)</td>
<td>$131,680</td>
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<tr>
<td>Estimated Acquisition Cost</td>
<td>$479,759</td>
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<tr>
<td>Project Reference Period</td>
<td>23 Years</td>
</tr>
<tr>
<td>Simple Payback (including estimated acquisition cost)</td>
<td>3.9</td>
</tr>
<tr>
<td>N.P.V.</td>
<td>$542,398</td>
</tr>
<tr>
<td>I.R.R.</td>
<td>23.3%</td>
</tr>
<tr>
<td>R.O.I.</td>
<td>17.9%</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Organizational Assessment</th>
<th>Time Schedule</th>
<th>TBD</th>
</tr>
</thead>
</table>
2. COMPANY PROFILE

2.1. RealTerm Energy

RealTerm Energy is an international leader in providing energy-efficient turnkey LED street lighting conversions for cities. Over 160 municipalities have selected RealTerm Energy for such projects over the past three years.

Our group of 45 full-time employees is dedicated exclusively to designing and executing high-quality and cost-effective LED street light conversions for cities. We have a complete GIS department, three full-time lighting designers plus distinct teams focusing on project management, engineering and client services.

Cities we’ve worked with quickly recognize that RealTerm Energy lives and breathes its business. Our team’s innovative technical and operational processes ensure we accomplish what we set out to do – in short, what we promise at the onset of a project. This approach results in municipalities finding we are tenacious when it comes to making things right. Should any issues arise during or post a project, we’ll all work together until they’re resolved.

RealTerm’s solid expertise with similar conversions enables us to provide the scope of services you are seeking. Our combined teams are equipped with the resources they need, and the on-the-ground experience, to complete this project on time and on budget for the Town.

"The LED streetlight conversion project went very smoothly. RealTerm Energy developed an installation protocol that allowed them to work rapidly, while doing the job right. The RealTerm team converted 10,622 High Pressure Sodium lights to LED in three months (57 working days). We had very few complaints on any aspect of the project, especially considering this change impacted virtually every resident in Barrie."

Barry Thompson, Manager of Energy Management

2.2. Realterm (Parent Company)

Founded in 1991, Realterm is a privately-held international on-airport real estate operator and leader in infrastructure and logistics strategies, with installations in North America, Europe, and Asia. Since its inception, Realterm has grown steadily, currently managing and operating over 26MM sq. ft. of property spread over 200+ buildings totaling over $3 billion in assets. RealTerm Energy, established in 2013, is the division of Realterm that was created to deliver best-in-class technological, managerial and financial solutions for efficient energy-related projects to municipalities and public authorities.
2.3. Company Mission

RealTerm Energy's mission is to deliver future-ready "Smart City" solutions that allow forward-thinking communities to reduce energy costs, improve the quality of life of citizens, and protect the environment. Building on RealTerm’s expertise as a leader in logistics infrastructure, RealTerm Energy delivers best-in-class technological, financial and managerial solutions for efficient energy-related projects to municipalities and public authorities.

RealTerm Energy’s primary focus is on the implementation, financing and management of municipal LED Street lighting and adaptive technology control systems. Our photometric-based LED street lighting designs are based on the latest ANSI/IES RP-8-2014 standards and our adaptive technology control offerings deliver unmatched energy and maintenance savings to our clients.

2.4. Municipal Associations

Two major North American municipal associations have selected RealTerm Energy as a preferred provider of LED street lighting services: Connecticut Conference of Municipalities (CCM) and Ontario’s Local Authority Services (LAS). Similarly, the Metropolitan Area Planning Commission (MAPC) of Massachusetts has partnered with RealTerm Energy in their street lighting conversion program.

2.5. Summary of Projects by Phase

The table below provides an overview of all our past and current LED street lighting projects, valued in excess of $70M.

<table>
<thead>
<tr>
<th>PHASE</th>
<th>PROJECTS</th>
<th>STREETLIGHTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installed</td>
<td>205</td>
<td>106,302</td>
</tr>
<tr>
<td>Installation phase</td>
<td>27</td>
<td>21,767</td>
</tr>
<tr>
<td>Inventory Survey, Design, and</td>
<td>35</td>
<td>41,468</td>
</tr>
<tr>
<td>Procurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>267</td>
<td>169,537</td>
</tr>
</tbody>
</table>
3.  PROJECT TEAM

The personnel involved in this project have been strategically assembled to ensure that York will receive exceptional service from RealTerm Energy’s most experienced and qualified team members. RealTerm Energy will ensure that this team is available to the Town throughout all phases of the project and that the Town’s concerns and issues are adequately addressed.

**SILVIA SEPUVEDA – PROJECT MANAGER (SINGLE POINT OF CONTACT)**

Silvia has held several prior roles as an Electrical Engineer. She brings over 16 years of electrical engineering experience with a strong background in large projects for heavy industry (mining and metals, oil and gas) for clients such as Alcoa, The Iron Ore Company of Canada, Rio Tinto and Citgo. Silvia takes project management responsibility for all aspects of the project life cycle (initiate, plan, execute, control, close). She provides day-to-day management of the services relationship with RTE clients, from project scheduling and milestone tracking to procurement and installation.

**DAN KIRKBY – GIS ENGINEERING MANAGER**

Dan manages our Geospatial Information Systems (GIS) and the development of RealTerm’s GIS-enabled streetlight management tools for local municipalities. Dan served in the Canadian Military, commanding the Geospatial Support Squadron. He has a Master’s degree in Geodetic and Geospatial Engineering and a Bachelor’s degree in Civil Engineering. His 14 years of engineering and management expertise makes him an invaluable member of our team.

**FRANCISCO REINOSO – ESTIMATION AND ENERGY EFFICIENCY MANAGER**

Francisco is responsible for evaluating the energy and cost savings, as well as the financial options of our LED street lighting retrofits. He ensures we stay up to date with the latest changes in the lighting industry including technology and energy incentives. Francisco supports our Business Development Team with the most innovative and cost effective solutions. Prior to joining RealTerm Energy, Francisco worked as an Energy Solutions Consultant at Eco-Shift Power Corporation, focusing mainly on lighting energy efficiency projects for large Commercial & Industrial facilities. Francisco holds a Master’s Degree in Environment and Sustainability from Western University.
BRUCE IBBITSON - PROJECT INSTALLATION MANAGER

Bruce is your face-to-face contact with RealTerm Energy. He regularly visits your community throughout the conversion to LEDs, from the initial audit of the existing network until the install is successfully complete. Bruce brings 25 years of experience in technical project management. His two terms as elected councillor for the Township of St. Joseph brings invaluable experience and understanding of the decisions required of a council and municipal staff. Bruce has a degree in Technical Education from the University of Toronto.

MARIA REGUNAGA - MARKETING MANAGER

Maria is responsible for all marketing and communications at RealTerm Energy. She will work with the Municipality to efficiently communicate the LED upgrades to their residents. She brings more than 12 years’ experience implementing and managing a broad range of marketing communications projects for corporations, not-for-profit organizations and tourism associations internationally. Maria will ensure that members of the Municipality and relevant media outlets will receive all the necessary project information.

PAUL VESSEL - DIRECTOR, BUSINESS DEVELOPMENT - NORTHEAST

Paul Vessel is the director of business development for the North East and will be acting as the project/team leader. He brings more than 25 years of experience in energy and telecommunications infrastructure development. As Director of Business Development for a ACSI Network technologies, Paul was part of a team that deployed 35 metropolitan area fiber optic networks in cities across the U.S. Paul is currently working with municipalities to develop streetlight projects throughout the Northeastern U.S. and has extensive knowledge of streetlight infrastructure in this region.
4. REFERENCES

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th># OF FIXTURES</th>
<th>COMPLETION DATE (MM/DD/YY)</th>
<th>REDUCTION IN ENERGY CONSUMPTION</th>
<th>DECREASE IN MAINTENANCE COSTS</th>
<th>ANNUAL GHG REDUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF BROCKTON Massachusetts, USA LED Streetlight Consulting Services</td>
<td>7,269</td>
<td>Ongoing</td>
<td>60%</td>
<td>80%</td>
<td>190 MT/yr</td>
</tr>
</tbody>
</table>

**Description:** Consulting project consisting of conducting a GIS inventory survey of current street lights, developing a detailed Investment Grade Audit (IGA) report, preparing tender documents for LED luminaires and installation contractor, assistance in evaluating all submitted bids, and providing photometric design / modeling of new LED street light network. RealTerm Energy and the City are currently in the process of receiving bids for both the LED luminaires and installation contractors.

**Challenges:** Preparation of the tender documents has involved coordinating with the City’s personnel, the Metropolitan Area Planning Commission (MAPC), and the local utility. Our team quickly gathered all the necessary information from the 3 different parties and developed detailed tender documents. Additionally, we adjusted the tender documents to conform to the City and the MAPC’s standard bidding procedures and documents.

**Contracting Officer:** Michael Morris, Chief Procurement Officer, City of Brockton, Massachusetts, USA. (508) 580-7191 | procurement@cobma.us

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th># OF FIXTURES</th>
<th>VALUE ($)</th>
<th>COMPLETION DATE (MM/DD/YY)</th>
<th>REDUCTION IN ENERGY CONSUMPTION</th>
<th>DECREASE IN MAINTENANCE COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF MINTO Ontario, Canada LED Streetlight Conversion Project</td>
<td>716</td>
<td>$429,000</td>
<td>05/04/15</td>
<td>66%</td>
<td>80%</td>
</tr>
</tbody>
</table>

**Description:** Project consisted of complete turn-key LED streetlight conversion, based on full photometric design work and a detailed IGA.

**Challenges:** Town entered into an Energy Savings Performance Contract (ESPC). The ESPC provided initial project financing from RealTerm Energy. RealTerm Energy manages the purchase, installation and maintenance of the new streetlights over a fixed period. In return, the Town funds the project by sharing the savings in energy and maintenance costs now that the LEDs are in use.

**Project Leader:** Michelle Hjort – Government Relations and Community Solutions

**Contracting Officer:** Bill White, CAO/Clerk, Town of Minto, Ontario, Canada. 519-338-2511, Ext. 222 | bwhite@town.minto.on.ca
### Town of York Proposal: LED Streetlight Conversion Project

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th># OF FIXTURES</th>
<th>VALUE ($)</th>
<th>COMPLETION DATE (MM/DD/YY)</th>
<th>REDUCTION IN ENERGY CONSUMPTION</th>
<th>DECREASE IN MAINTENANCE COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF LONDON Ontario LED Streetlight Conversion</td>
<td>9,380</td>
<td>$4.5M</td>
<td>12/23/15</td>
<td>57%</td>
<td>80%</td>
</tr>
</tbody>
</table>

**Description:** Complete turn-key project consisting of 9,380 Cobraheads. Assisted the City in obtaining an incentive of over $1M.

**Challenges:** The project required multiple financing options. Our team offered two competitive financing options: self-financed Design, Upgrade Transfer (DUT) and RealTerm Energy-financed Energy Savings Performance Contract (ESPC).

**Project Leader:** Kerry Wilson – Managing Director, Business Solutions.

**Contracting Officer:** Shane Maguire, Manager, Roadway Lighting and Traffic Control, City of London, Ontario, Canada (519) 661-2500 Ext. 8488 | smaguire@london.ca
5. PRELIMINARY LED ANALYSIS

Prior to working with your lighting officials, our team has constructed an initial LED assessment, for illustrative purposes, based upon a basic one-for-one replacement technique. We have selected Acuity Brands LED fixtures with comparative light outputs for all existing HPS fixtures recorded in the Town of York’s most up to date inventory. This analysis is only a starting point, and demonstrates the energy savings that are possible using LED technology while deploying industry standard roadway practices.

Please note that these estimates are conservative. Once our IGA report and photometric analysis are completed, our team has typically been able to improve the efficiency levels and project costs associated with the LED upgrade by as much as 10%.

5.1. Current Inventory and Proposed LED Replacements

<table>
<thead>
<tr>
<th>COBRAHEAD, FLOOD LIGHTS AND DECORATIVE FIXTURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>HID Fixture type</td>
</tr>
<tr>
<td>------------------</td>
</tr>
<tr>
<td>SL-SODIUM CUT OFF 050 WATT</td>
</tr>
<tr>
<td>SL-SODIUM CUT OFF 070 WATT</td>
</tr>
<tr>
<td>SL-SODIUM ENCLOSED 70 WATT</td>
</tr>
<tr>
<td>SL-SODIUM CUT OFF 100 WATT</td>
</tr>
<tr>
<td>SL-SODIUM ENCLOSED 100 WATT</td>
</tr>
<tr>
<td>SL-SODIUM CUT OFF 150 WATT</td>
</tr>
<tr>
<td>SL-SODIUM ENCLOSED 150 WATT</td>
</tr>
<tr>
<td>SL-METAL HALIDE CUT OFF 175 WATT</td>
</tr>
<tr>
<td>SL-SODIUM CUT OFF 250 WATT</td>
</tr>
<tr>
<td>SL-SODIUM ENCLOSED 250 WATT</td>
</tr>
<tr>
<td>SL-SODIUM CUT OFF 400 WATT</td>
</tr>
<tr>
<td>SL-SODIUM FLOOD 250 WATT</td>
</tr>
<tr>
<td>--------------------------</td>
</tr>
<tr>
<td>SL-SODIUM FLOOD 400 WATT</td>
</tr>
<tr>
<td>HID Decorative 70W</td>
</tr>
<tr>
<td>Post Top HPS 100W</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

Relying solely on a “one-for-one” replacement technique has limitations:
- It is limited to existing inventory records that are often outdated and/or inaccurate
- It can only prescribe the LED replacement wattage according to the wattage that is recorded in the most up to date inventory
- No consideration is made for a proper lighting design and updated for current roadway conditions
- Without lighting designs, over-lit or under-lit streets today will continue to be so, even with LEDs
5.2. Expected Savings

<table>
<thead>
<tr>
<th>CURRENT STATUS</th>
<th>BEFORE UPGRADE</th>
<th>POST UPGRADE</th>
<th>VARIANCE</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Fixtures</td>
<td>821</td>
<td>821</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Electricity Consumption (kWh)</td>
<td>426,958</td>
<td>153,207</td>
<td>273,751</td>
<td>64%</td>
</tr>
<tr>
<td>Annual Electricity Costs</td>
<td>$140,781</td>
<td>$17,633</td>
<td>$123,148</td>
<td>87%</td>
</tr>
<tr>
<td>Annual Maintenance Costs</td>
<td>$0</td>
<td>$6,568(^{(1)})</td>
<td>($6,568)</td>
<td></td>
</tr>
<tr>
<td>Total Street Light Expenditures</td>
<td>$140,781</td>
<td>$24,201</td>
<td>$116,580</td>
<td>83%</td>
</tr>
<tr>
<td>Average Annual Cost per Fixture</td>
<td>$171</td>
<td>$29</td>
<td>$142</td>
<td>83%</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Before the upgrade, the maintenance cost is included in the electricity cost, after the acquisition of the lights York will be responsible for the maintenance cost. Estimated maintenance cost includes only the warranty maintenance cost of the fixtures and photocells.

**OPERATING COST COMPARISON**

- Energy Cost
- Maintenance Cost
- Savings

Baseline: $140,781
Proposal: $24,201

Baseline: $426,958
Proposal: $153,207

Baseline: $116,580
Proposal: $6,568

Baseline: $17,633
5.3. Project Financing

Regardless of financing type, RealTerm Energy delivers a full turn-key program to manage the entire project, including design, procurement, installation and final commissioning. Our street lighting experts coordinate the entire process to free up your internal resources for other projects. For this proposal, we are presenting the Design, Upgrade and transfer (DUT) option.

In this option, the Town provides its own financing, and purchases from RealTerm Energy a fully-designed and upgraded system, with ownership being transferred immediately upon final payment.

5.4. Project costs and payback period

<table>
<thead>
<tr>
<th>PROJECT COSTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Fixtures</td>
<td>821</td>
</tr>
<tr>
<td>Total Project Cost excluding Acquisition Costs</td>
<td>$348,079</td>
</tr>
<tr>
<td>Acquisition Costs from CMP</td>
<td>$131,680</td>
</tr>
<tr>
<td>Total Project Cost including Acquisition Costs</td>
<td>$479,759</td>
</tr>
<tr>
<td>Price per Fixture excluding Acquisition Costs</td>
<td>$424</td>
</tr>
<tr>
<td>Price per Fixture including Acquisition Costs</td>
<td>$584</td>
</tr>
</tbody>
</table>

**Investment Return**

The simple payback period of the project, before including any financing costs, while including the acquisition cost estimate, is 3.9 years.

The following table shows an example of financing on the basis of an approximate interest rate (3%),

<table>
<thead>
<tr>
<th>CAPITAL COST</th>
<th>TERM (YEARS)</th>
<th>INTEREST RATE</th>
<th>ANNUAL PAYMENT</th>
<th>COST OF BORROWING</th>
</tr>
</thead>
<tbody>
<tr>
<td>$479,759</td>
<td>5</td>
<td>3.00%</td>
<td>$103,400</td>
<td>$37,241</td>
</tr>
<tr>
<td>$479,759</td>
<td>10</td>
<td>3.00%</td>
<td>$55,541</td>
<td>$75,658</td>
</tr>
</tbody>
</table>
### Annual Savings over 10-year Period for a 5-year loan period with 3% interest rate

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Savings</td>
<td>$116,580</td>
<td>$120,143</td>
<td>$123,815</td>
<td>$127,597</td>
<td>$131,495</td>
<td>$135,511</td>
<td>$139,649</td>
<td>$143,912</td>
<td>$148,305</td>
<td>$152,831</td>
</tr>
<tr>
<td>Loan Repayment</td>
<td>$103,400</td>
<td>$103,400</td>
<td>$103,400</td>
<td>$103,400</td>
<td>$103,400</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Net Savings</td>
<td>$13,180</td>
<td>$16,743</td>
<td>$20,415</td>
<td>$24,197</td>
<td>$28,095</td>
<td>$135,511</td>
<td>$139,649</td>
<td>$143,912</td>
<td>$148,305</td>
<td>$152,831</td>
</tr>
</tbody>
</table>

### Annual Savings over 10-year Period for a 10-year loan period with 3% interest rate

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Savings</td>
<td>$116,580</td>
<td>$120,143</td>
<td>$123,815</td>
<td>$127,597</td>
<td>$131,495</td>
<td>$135,511</td>
<td>$139,649</td>
<td>$143,912</td>
<td>$148,305</td>
<td>$152,831</td>
</tr>
<tr>
<td>Net Savings</td>
<td>$61,038</td>
<td>$64,601</td>
<td>$68,273</td>
<td>$72,055</td>
<td>$75,953</td>
<td>$79,969</td>
<td>$84,107</td>
<td>$88,370</td>
<td>$92,763</td>
<td>$97,289</td>
</tr>
</tbody>
</table>

### 5.5. Calculations assumptions

The electricity cost savings were calculated based on Central Maine Power (CMP) current rates valid at the date of the preparation of this Proposal. The annual energy savings of the new LED street lighting system were calculated based on the date provided by the Town. Any modifications in the below data will have as an effect changes in the energy consumption savings and in the energy cost savings.

<table>
<thead>
<tr>
<th>Type of Light</th>
<th># of Lights</th>
<th>Total Demand Before (kW)</th>
<th>Total Demand After (kW)</th>
<th>Annual Operating Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cobra Head</td>
<td>788</td>
<td>93.3</td>
<td>33.4</td>
<td>4,260</td>
</tr>
<tr>
<td>Flood Light</td>
<td>14</td>
<td>4.7</td>
<td>1.8</td>
<td>4,260</td>
</tr>
<tr>
<td>Decorative</td>
<td>19</td>
<td>2.2</td>
<td>0.7</td>
<td>4,260</td>
</tr>
</tbody>
</table>

1. The quantity of fixtures has increased from the 758 lights shown in the previous proposal to 821, following the inventory outlined in the most recent bill provided dated 01/04/17.

2. The estimate for the acquisition costs of $131,680 was obtained by taking the highest per fixture acquisition cost we have seen from similar projects with Central Maine Power and multiplying it with the total fixture count of 821. While we have taken this conservative approach, the actual acquisition can only be confirmed by Central Maine Power.
3. The baseline delivery service and lighting service rate were obtained from Central Maine Power’s Rate SL – Street Lighting Service, following the monthly rate structure\(^1\). Following acquisition from CMP, the proposed LED energy costs have been calculated assuming that the new LEDs will be billed under the Delivery Only Service lighting, with the current rate of $0.055293/kWh and 355 billing hours per month.

4. **The energy supply rate of $0.0598/kWh from Constellation NewEnergy Inc.** was used in our calculations, as outlined in the most recent bill provided dated 01/04/17. York confirmed that this rate was obtained from a contract signed by its Town Manager and Constellation on 11/8/16 valid for 3 years. The energy supply rate remains unchanged following the upgrade.

5. The existing maintenance cost is included in the Rate SL, following the acquisition, York will become responsible for the ongoing maintenance of the street lighting system. Based on our experience with communities of similar sizes, we have estimated the LED maintenance cost at $8/fixture/year, which includes only the warranty maintenance cost of the fixtures and photocells. Different manufacturers propose varying estimates for ongoing maintenance costs for LED fixtures. While it is unrealistic to assume that no annual maintenance will be required, the fixtures themselves do not contain components that require periodic replacement (such as HPS bulbs and ballasts). While actual maintenance costs are likely to be a mere fraction of our estimate in any given year, we recommend incorporating this figure into municipal budgets to account for periodic cleaning or other eventualities over the life of the fixture and not covered under the manufacturer’s 10-year warranty.

6. Specified fixtures have a 10-year warranty and include a Long-Life Photo control with the same warranty. Specified LED fixtures come with Dimmable Drivers and 7-pin NEMA Photocell Receptacle.

7. The total project cost includes the following costs:
   1. Applicable connection, fusing and installation with flaggers per CMP rates
   2. The acquisition cost from Central Maine Power (for analysis purpose only)

8. The total project cost does not include any of the following costs:
   1. Relocation of fixtures
   2. Any applicable sales tax
   3. The replacement of the fixtures near high tension located in the restricted zone

---

5.6. Opportunity Cost

Sometimes, postponing the decision to buy something today is rewarded by a lower price tomorrow.

With LED streetlights, postponing doesn’t just mean waiting, it also means continuing to operate the existing inefficient system and missing out on material energy and maintenance savings while waiting for the prices to drop. In other words, if you’re waiting, you’re wasting energy.

Energy experts and our LED production partners have determined that the big gains that have been realized in LED manufacturing, and that the major price reductions or efficiency advances that we’ve seen in the past 5 years aren’t likely to be seen again.

The table below represents a ten percent (10%) reduction in the price of the LED fixtures over the next year.

<table>
<thead>
<tr>
<th>OPPORTUNITY COST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Foregone Energy/Maintenance Savings (1 Year)</td>
<td>$116,580</td>
</tr>
<tr>
<td>LED Luminaire Cost (today)</td>
<td>$190,442</td>
</tr>
<tr>
<td>Projected Price Reduction (10%)</td>
<td>-$19,044</td>
</tr>
<tr>
<td>Opportunity Cost of Waiting (12 months)</td>
<td>$97,536</td>
</tr>
</tbody>
</table>

As you can see, postponing a decision to upgrade costs the Town the foregone savings and wasted expenses on maintaining and repairing an inefficient and costly system.
6. APPROACH

RealTerm Energy uses a proven six-step turn-key approach. Each of these steps is fundamental to achieving the most efficient LED conversion with the highest degree of energy savings and the greatest assurance of safe light levels. We tailor all of our work to the particular context and needs of York, relying on the input of your knowledgeable municipal staff.

<table>
<thead>
<tr>
<th>1. GIS Inventory</th>
<th>2. Photometric Design</th>
<th>3. IGA Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Conduct comprehensive geospatial streetlight inventory</td>
<td>• Create photometric designs based on updated streetlight inventory and selected LED luminaires</td>
<td>• Complete analysis of your current streetlight infrastructure’s performance</td>
</tr>
<tr>
<td>• Identify any discrepancies in previous streetlight inventory</td>
<td>• Maximize energy savings and roadway / pedestrian safety</td>
<td>• Comparison of the Town’s current energy consumption with the post-conversion LED system</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Negotiations with vendors aimed at securing competitive prices</td>
<td>• Complete installation of new LED street lights</td>
<td>• Transfer of commissioning binder</td>
</tr>
<tr>
<td>• Complete all administrative and logistical tasks relating to the procurement of the fixtures</td>
<td>• Real-time installation tracking</td>
<td>• Finalize incentive and/or rebate application(s)</td>
</tr>
<tr>
<td></td>
<td>• Recycling / disposal of old fixtures</td>
<td>• Assist with billing changes</td>
</tr>
<tr>
<td></td>
<td>• Community outreach</td>
<td>• Transfer of finalized geospatial streetlight map</td>
</tr>
</tbody>
</table>
Project Management Experience

RealTerm Energy's conversion projects have ranged from 13 fixtures to over 12,000 fixtures in urban, suburban and rural municipalities. Our project management team has demonstrated its ability to effectively manage and complete numerous turn-key LED conversion projects simultaneously for multiple municipalities in wide-spread locations. We adapt our approach according to each municipalities' unique needs and streetlight infrastructure requirements, standards and legislation. During a recent quarter, our project management team was overseeing 64 installation subcontractors on 35 separate projects. All projects were completed on time and within budget.

Project Management Approach

Scope Confirmation Meeting

Prior to project commencement, our project team will hold a scope confirmation meeting with the Town to discuss and review the following topics:

1. Project team
2. Single point of contact for both parties
3. Fixture acquisition status (if required)
4. Scope of work overview
   4.1. GIS Inventory Survey
      4.1.1. Municipal lighting add-ons
   4.2. Lighting Design
   4.3. Investment Grade Audit (life-cycle report)
   4.4. Product procurement
   4.5. Installation and project management
      4.5.1. Communication plan and logistics
      4.5.2. Contractor selection
      4.5.3. Grants and rebates
      4.5.4. Review of change order management procedures
   4.6. Commissioning
5. Project schedule and timing
6. Identification of any potential risks / issues
7. Dark sky and/or color temperature considerations
8. Missing / required information
   8.1. Municipal GIS data
   8.2. Utility billing

Single Point of Contact (SPOC) Management

We will assign a project manager as the single point of contact for the duration of the project. This enhances overall efficiency with regard to time and costs, and increases project transparency. Our team recommends that the Town also assign a SPOC as this will provide a clear management structure to communicate all project information.
6.1. GIS Inventory Survey

The GIS inventory is a critical component of our approach. With it, our project team collects all the baseline geospatial streetlight data required to develop a comprehensive photometric design plan of your new LED street lighting network.

RealTerm Energy uses a customized ESRI application to capture and record detailed streetlight data and measurements.

The GIS-based application records and verifies the following characteristics:
- Exact pole location (longitude, latitude)
- Unique ID number
- Offset of pole
- Pole type (steel, aluminum, wood)
- Arm length
- Fixture type, wattage and mounting height
- Connection location (overhead or ground)
- Number of traffic lanes
- Decorative data (pole color, photocell)

Our mobile street lighting app offers a significant benefit. No specialized equipment or expensive software licenses are required for authorized users to access our survey data online and all data can be easily exported to MS-Excel.

Access the link below to explore a sample of RealTerm Energy’s detailed street light survey:

http://arcgis/2du9SA

Compatible with virtually any smart phone and tablet, our scalable approach:
- Allows for easy customization of the data collection to include virtually any kind of information desired by the Town.
- Accelerates data collection, shortens the project timeline and increases life-cycle savings.
Clearly reveals any gaps and errors that might exist in the Town or Electrical Utility inventory data.
Optimizes both energy savings and street lighting performance during the design and installation phases by making any necessary corrections to the inventory early in the process.
Reduces costs and delays that result from incorrect fixture and/or quantity orders.
Provides Town staff and stakeholders with online login access to the mapping system, ensuring full transparency of the project from start to finish.

Your staff will find that asset management is now easy. They will be able to identify each individual light in the system and view its history and characteristics.

We Think Local

RealTerm Energy plans to hire fleet captains, called a “flex force,” using individuals identified locally that will be trained and supervised by our team’s GIS surveying specialist. They will be equipped with the proper tablets and/or smartphones to geo-tag every pole and will receive in-depth training to maximize the accuracy of their measurements.

DELIVERABLES

Accurate and comprehensive geospatial streetlight inventory that records and verifies various streetlight-related characteristics and measurements
Customizable data fields for virtually any kind of information desired by the Town
Identification of discrepancies in previous streetlight inventory
Identification and description of any issues requiring attention (tree trimming, equipment damage, wiring issues etc.)
Detailed electronic map of all identified streetlights by GPS location and containing each individual fixture’s unique characteristics (see sample survey above)

REQUIRED FROM THE MUNICIPALITY

The most current data from the Town’s existing GIS layers of utility poles with all attributes and inventory of streetlights with all attributes (if available)
Review of RealTerm Energy’s updated inventory data to ensure that all necessary areas have been covered and that no portions of adjacent municipalities have been included in error
Location information for all Town-owned parking lots (if needed)
6.2. Photometric Design

RealTerm’s in-house design team uses GIS-based inventory data to create photometric design plans that optimize lighting quality, safety levels and energy savings.

- All designs follow the RP-8-2014 Roadway Lighting recommendation produced by the IES.
- They are done in accordance with LEED-ND (Neighborhood Development) and specifically, with GIB Credit 17-Light Pollution Reduction.
- Each design reduces back-light and up-light while delivering the required light to the targeted area.
- Light trespass and Dark Sky considerations are incorporated to avoid light pollution.

Our team delivers the most efficient design methodology to achieve standardized designs that meet the RP-8-2014 guidelines wherever possible, thereby reducing the number of over- or under-lit roadways. While every effort is made to use RP-8-14 in all instances, concerns specific to the Town will be addressed by the design team (such as adding or reducing light levels where desired by the Town). In particular, unique regional characteristics such as neighborhoods, schools, hospitals and areas with higher levels of street crime, accidents and/or vehicle-bicycle-pedestrian conflicts, are taken into account.

Figure 1: The sample graphic above is a digital rendering of RealTerm’s photometric calculations, taking into account the GIS inventory survey data and the lighting recommendations for the given street, intersection, sidewalks and pedestrian crosswalks.
Due to our broad-based knowledge of available product settings, RealTerm Energy’s design team:

- Determines base designs for representative streets and carefully applies the designs to all other streets with the same parameters. This process is repeated for each unique set of street conditions
- Utilizes the adjustable wattages and different light distribution patterns available to fully optimize the design of your LED conversion, in order to maximize your energy savings

Our team has the experience to be able to evaluate and work with multiple LED manufacturers to arrive at superior design recommendations (if this is required as a support prior to the procurement phase).

Upon completion and approval of the photometric designs, the LED design specifications are imported and mapped within our application. The map uses the inventory survey data to identify precisely:

- Which LED fixture type is to be installed at each individual location
- What settings are to be used for each luminaire

**DELIVERABLES**

- Recommended photometric design plan aimed at maximizing energy savings
- Accurate street-by-street design specifications that have accounted for all the relevant streetlight infrastructure, roadway, intersection and sidewalk characteristics
6.3. Investment Grade Audit Report

Based on this detailed photometric design of your new LED street lighting system, RealTerm will produce an Investment Grade Audit (IGA) Report.

This report will provide the Town with 1) a complete analysis of your current streetlight infrastructure’s performance and 2) a comparison of the status quo energy consumption with the post-conversion LED system, using highly accurate data from the custom photometric designs.

This bankable report is based on precise, fixture-by-fixture inventory and design, and provides the optimal fixture types, wattages, light distributions and quantities for approval by the Town and for procurement. It is easily understood and acts as a helpful tool for communicating the advantages of the LED conversion to non-expert decision-makers, stakeholders and community members.

The Lifecycle Cost and Savings Report will include:

- Baseline energy use, energy cost, and operations and maintenance costs
- Recommended fixture types and wattages
- Estimated retrofit energy consumption, and energy, operations and maintenance costs
- Estimated sources of funding including rebates/incentives
- Calculation of estimated total conversion cost and payback period
- Calculation of Green House Gas (GHG) reduction

DELIVERABLES

- A detailed, accurate and easy-to-read Lifecycle Cost and Savings Report suitable for arranging financing and useful for communicating the benefits of the LED conversion
- Assist Town in applying for all available incentives and/or rebates
6.4. Product Procurement

The RealTerm Energy team has directly handled the procurement of over 150,000 streetlight fixtures in the last 3 years working with the major LED streetlight manufacturers.

Municipalities we’ve worked with know that we will only design LED streetlight systems using products from reputable manufacturers. These manufacturers must be financially solid, certified, proven and supply the highest quality luminaires accompanied by appropriate warrantees. Various fixture characteristics are reviewed during the selection process such as color temperature, color rendition index, distribution pattern, efficacy, etc., and the impacts of each. We also run a lifecycle cost and saving analysis on product offerings.

Steps in this Process:

1. The specific needs and requirements of the Town will be considered during the selection and procurement process. We will also ensure that Utility does not have any restrictions.

2. Actual luminaires and network product options (should you decide to include adaptive controls) will be selected. Once we determine which fixtures and network options are best suited to your project – and offer the best performance – we begin vendor negotiations. Municipal staff will be included in every step of the process.

3. We will complete all administrative and logistical tasks relating to the procurement of the fixtures. Our objective is to provide you with the information needed so as to understand the impact of possible choices, and to help you meet all of your stated goals.

RealTerm Energy has conducted a preliminary analysis of the Town’s streetlight inventory. We have considered several different reputable vendors. The selection of the appropriate replacement fixtures will be based on the following criteria:

- Price
- Wattage
- Luminaire
- Diodes
- Drivers
- Backlight, Uplight, Glare (BUG)
- Design Lights Consortium (DLC) listing
- Warranty
- Financial stability of the manufacturer

DELIVERABLES

- Selection of the appropriate LED replacement luminaires
- Negotiations with vendors aimed at securing competitive prices
- Complete service for selection, ordering and logistics of LED luminaires and network product options
6.5. Installation

Installation Kickoff Meeting

RealTerm Energy's Installation Supervisors and Project Manager will conduct an installation kickoff meeting with the Town, utility representatives and other stakeholders to discuss and confirm all installation procedures and deadlines. Staff from departments such as Roads and Traffic/Transportation, Public Works, Infrastructure, IT, Community Services and Marketing, should all attend so as to understand the project goals, limitations, requirements and obligations upon all parties. Additionally, we can establish working groups to effectively communicate issues with those that need to be informed. In this way, we avoid the "CC all" mindset that burdens staff and contractors alike with extraneous emails.

Oversight of Installation

Our project manager and field installation supervisor outline installation protocol and provide all necessary training for each team of installers. This ensures that all work is done to the highest standards and is fully documented. Procedures are worked out in advance to ensure a safe working environment and to establish guidelines for handling exceptions and reporting problems.

All installation personnel will use RealTerm Energy's customized GIS streetlight app, which builds on the GIS survey and design data. Use of this app is extremely important as it tells the installation crew what LED luminaire to install at each individual location and confirms what has been installed and removed. Team members and any municipal stakeholders can review project progress in real-time.

The installation team can also use the app to view and/or record any streetlight infrastructure that requires a return trip for unexpected repairs and/or new wiring.
Installation Protocols

Throughout all of our previous projects, we have established highly efficient installation protocols that are aimed at:
- Minimizing disruption to traffic, pedestrians and residents
- Minimizing the installation timeline
- Maximizing safety standards
- Maximizing installation hours

Media and Community Outreach

Our team has established a strong communication protocol with all of our past clients. Our objective is to provide the Town with all information relating to the project and to ensure it is easily understood and quickly made available.

Communication with residents and local stakeholders is key to the roll out of a successful conversion project. Once the installation schedule is finalized, RealTerm Energy will work alongside the Town’s staff to develop a community outreach and notification plan in order to ensure full project transparency.

When the outreach plan is complete, our team will host a one-day public information session (or community walk-through) where all stakeholders can obtain information about the LED upgrade project and ask questions of both RealTerm Energy staff and Municipal representatives. We have found on similar-sized conversions that many problems or concerns are avoided when they are addressed before the installation phase begins.

The public information session will provide responses to the following questions:
- Why is the Town converting to LED?
- What are benefits of the street light conversion?
- Why is the project happening now?
- What are the impacts on surrounding neighborhoods and districts?
- What is the installation schedule?
- What is being done with the street lights to be removed?
- What are the project costs, savings and investment return?
- What are the total annual energy and maintenance savings?
- Are there any health or safety effects associated with LED streetlights?
- How do the selected fixtures respond to Dark Sky concerns?

RealTerm Energy will collaborate with the Town on issuing press releases to all relevant media, with project information and timelines. Additionally, our team will provide an updated schedule and map available for publication on the Town website.

During installation, our project management team will answer all inquiries by residents directly within 72 hours. We have found that by communicating quickly and directly with staff and residents, we are able to find workable solutions to any issues or concerns.

Installation Zones

RealTerm Energy recommends installing fixtures by zones. By breaking up the installation phase into zones, we can efficiently stage the delivery of the lights according to each. This reduces the need for
large-scale storage facilities and eliminates the need to make return trips to zones that have been completed in advance.

Additionally, we have grouped our installation teams in the same zone to minimize disruption to surrounding traffic, pedestrians and residents. By implementing this technique, our crews move through each area or zone at a faster rate without any sacrifice to installation quality.

**Traffic Management Plan (TMP)**

RealTerm Energy will work with the Town’s Public Works Department, Police Department and other relevant local authorities in the development, approval and management of the TMP prior to, and during, the installation period.

RealTerm Energy will coordinate traffic management with the installation electricians and will keep all necessary authorities informed of the traffic management activities. As well, we will liaise with the Town regarding any concerns or issues relating to traffic management.

**Quality Control and Spot-Checks**

Quality control verifications are initiated as soon as the installation begins in order to verify that all standards are being met. We ensure that fixtures are mounted level, that all connections are secure, and that proper safety equipment is in place both for the workers as well as the site. Throughout the installation process, we remain in constant communication with the Town’s staff and respond to any issues raised by community members.

RealTerm Energy will perform a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed throughout the installation phase.

**Status Updates**

Use of the streetlight app is a mandatory requirement for any subcontractor that does installation work for RealTerm Energy. The app will allow our team to validate precisely the work being conducted in the field at each fixture location and provide weekly or biweekly reports and status updates.

**Change Order Management**

With over 160 successfully completed installations, we know there is no way to accurately predict what our installation crews will discover when removing old luminaires. Deficient wiring, lack of proper insulation, inadequate or missing grounding or fusing, and national safety standard issues are commonplace. As well, an over-reliance on change orders to rectify any unanticipated issues is less desirable and often more costly than extensive pre-project inspections and examinations with the Town’s resources on site. This early communication and scope definition will prove essential in maintaining cost control and avoiding ‘scope creep.’ It also minimizes unexpected expenses.

Therefore, throughout the entire process, as new needs are identified, our intention is to review them with the Town. This way, we can clearly define the additional work that the Town would like RealTerm Energy to pursue. Our past experience compels us to advise the Town that unforeseen situations are highly likely to occur. Although we have a standard process for handling alterations to the scope using change orders, we will take the time at the outset of the project to work with Town staff to customize
this process to your needs. The change orders are logged and tracked electronically through RealTerm’s software. The Town receives confirmations of change orders and a consolidation is done at final billing.

**Billing Changes**

The tremendous benefit of your energy savings won’t be realized until the energy bills from your utility are adjusted to reflect the new lower kW consumption of the new LED street lights.

Our app enables us to document, in real-time, the fixtures that were removed and the new LED fixtures that were installed, along with their corresponding wattage. This allows us to produce ongoing datasets throughout the installation phase that provides all appropriate information for bill adjustment. As often as your utility permits, the Town’s billing will be adjusted throughout the installation phase to maximize energy cost savings.

Revised billing usually begins the very next billing cycle after installation is completed. Our proven experience with over 40 utilities to date reveals that billing changes have never been refused nor delayed due to our accurate data and efficient procedures.

**Environmental Management Plan (EMP)**

RealTerm Energy will develop an Environmental Management Plan (EMP) together with the installation contractors in order to respect the requirements for the identifying, handling, storing, and shipping of fixtures, and of the hazardous materials resulting from the removal and recycling of the existing luminaires. All recycling and disposal work will be done in accordance with all Federal, State and municipal regulations. The street light fixtures will be completely disassembled in the Town and individual components will be shipped to the appropriate recycling facilities in the closest proximity. The information from our GIS street light app will be used to plan and verify the recycling process.

The Town will be provided recycling certificates for all former fixtures and our team will maintain organized disposal records for reference as needed.

**DELIVERABLES**

- Installation of new LED street lights
- Access to app for real-time tracking of installations
- Complete data set of actual products installed, wiring changes, etc.
- Press releases customized to this project and your communication objectives, and highlighting the local staffing and the local businesses being employed
- Frequently Asked Questions handouts for media and Town website
- Recycling and disposal of all old fixtures including recycling certificates and documentation
- Weekly installation updates
- Quality control verifications and spot-checks

**REQUIRED FROM THE MUNICIPALITY**

- The Town’s schedule of upcoming events, road closures and road construction
- Timely input concerning our proposed schedule
- Prioritization of sections/neighborhoods for deployment of street light products
6.6. Closeout

Upon completion of the contract, RealTerm Energy transfers a Commissioning Binder (on paper and on a USB key) to the Town. This ensures that you and your team have all complete and necessary information going forward. This will include but is not limited to:

- Closing letter
- Luminaire and photocell warranties
- Maintenance Service Agreement
- All collected metadata on the street lights and their replacements
- Cost outline
- Insurance
- Billing change confirmation from the utility
- Contractor letters
- Disposal approvals
- Lighting designs
- Customer Care information
- Final installed mapping (ESRI, KMZ and Excel Spreadsheet Format)
- Emergency contact details for our staff members
7. CONCLUSION AND NEXT STEPS

There is no doubt that LED technology offers significant energy and maintenance savings over current HID street lighting systems. Continuing to invest in maintaining this inefficient technology wastes labor and materials, wastes energy and contributes more heavily to climate change.

We are available to meet with municipal staff either in person or by video conference to review this proposal, to answer any questions you many have, and also gain a more thorough understanding of your lighting needs and objectives.

The next steps to start the implementation of this new technology and start seeing energy and maintenance savings are as follows:

1. **Recommendation from Staff to Council to proceed** (RealTerm Energy Personnel are available to make a presentation to Council on the contents of this proposal)
2. Letter of Intent (LOI)
3. RealTerm Energy commences our Investment Grade Audit of your Streetlight network
4. Data Collection (GIS/GPS mapping and physical parameters)
5. Review of Energy and Maintenance Records
6. Photometric Analysis and Detailed Lighting Designs
7. Final Fixture Selection
8. Economic Models and Savings Forecasts
9. Preparation of Project Financing
10. Final Costing and Timetable for Completion
11. Presentation of Findings to Staff/Council
12. Approval by Council (if required)
APPENDIX A: LUMINAIRE SPEC SHEETS

Please refer to the zip file attached in our email to access the Luminaire Specification Sheets.
DISCLAIMER

This confidential Proposal ("Proposal") is being provided to the Town of York for the sole purpose of demonstrating various options for the Town to consider in designing and upgrading its street lighting network to LED technology, (the "Project") including evaluating a possible shared energy savings partnership, and is not to be used for any other purpose or made available to any other party without the prior written consent of RealTerm Energy.

This Proposal contains select information about the Project and the LED Street Lighting market, but does not contain all of the information necessary to evaluate the exact energy savings potential of the Project. The financial projections contained herein (or in any other Evaluation Material, including any computer diskettes) are for general reference only. They are based on assumptions relating to the overall market and historical data, among other factors. Accordingly, actual results may vary materially from such projections.

While the information contained in this Proposal and any other Evaluation Material is believed to be reliable, RealTerm Energy cannot guarantee its accuracy or completeness. Prospective clients or other parties authorized by the prospective client to use such material solely to facilitate the prospective client’s investigation are advised to make their own independent investigations, projections and conclusions regarding the energy savings of the Project without reliance on this Proposal or any other Evaluation Material. Although additional Evaluation Material, which may include engineering, system design or other reports, may be provided to qualified parties as the evaluation period proceeds, prospective clients should seek advice from their own attorneys, accountants, engineers and street lighting experts.

RealTerm Energy expressly reserves the right, at its sole discretion, to reject any offer to partner or to terminate any negotiations with any party at any time upon written notice to the client. RealTerm Energy shall have no legal commitments or obligations to any prospective client unless and until a written term sheet has been fully executed, delivered and approved by RealTerm Energy.

This Proposal is the property of RealTerm Energy and may be used only by parties approved by RealTerm Energy.
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
Town of York, ME
AND
RealTerm Energy US, L.P.
FOR THE CONVERSION OF PUBLIC STREET LIGHTING TO LED

1. PARTIES

This contract (hereinafter referred to as the "Agreement") is made and entered into on this _____ day of ________________, 2019, by and between the Town of York, ME with a mailing address of, 186 York Street, York, Maine 03909 (hereinafter referred to as the "Town"); and RealTerm Energy US, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Annapolis, MD 21401 (hereinafter referred to as the "Consultant").

WHEREFORE, the Consultant has responded to the Town’s request to submit a preliminary technical and budgetary proposal for street light conversion services on 9/10/2018.

WHEREFORE, the committee designed by the Town to evaluate the proposal deemed the Consultant’s technical and budgetary proposal the most highly advantageous for the scope of services requested.

WHEREFORE, the Town has relied on the presentation made by the Consultant in addition to the respective proposal.

NOW THEREFORE, in exchange for the good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant shall agree to be bound by the terms and conditions contained in this Agreement as follows:

2. SCOPE OF WORK

In consideration of the mutual promises contained herein and the payment terms set forth in Section 4 of this Agreement, the Consultant shall perform the services as outlined below:

2.1. Task 1 – GIS Streetlight Audit: Undertake a Geographic Information Systems (GIS) audit of the Town’s existing roadway luminaires, park lights, and/or parking lot lights.

   a) The Consultant will compile an inventory of the existing public street lights via a Geographic Information Systems (GIS) inventory assessment. The Consultant will collect and report on the following attributes:

<table>
<thead>
<tr>
<th>Table 2.1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GPS Location (XY coordinates)</td>
</tr>
<tr>
<td>Street Name</td>
</tr>
<tr>
<td>Data Collection Date</td>
</tr>
<tr>
<td>Luminaire Type</td>
</tr>
<tr>
<td>Lamp Wattage</td>
</tr>
</tbody>
</table>

¹ RP-8-2014 refers to “Pedestrian Conflict”, as a level of pedestrian activity in the first hour after dark, with the following ranges:
- Low activity is fewer than 10 pedestrians per block in the first hour (normally a residential area)
- Medium activity is between 11 and 100 pedestrians per block in the first hour
- High activity is over 100 pedestrians per block in the first hour (normally a downtown area)
b) Throughout the inventory assessment process, the Consultant will report all relevant matters to the Town, prepare any necessary interim reports and review and address with the Town all relevant issues, on a timely basis, in order to minimize any delay on the eventual conversion.

c) The Consultant will produce an electronic inventory map using ESRI’s online mapping system and will provide the Town with access to the online map upon completion of the GIS Streetlight Audit.

d) Unless otherwise stated or agreed, this agreement excludes the GIS streetlight audit of all other outdoor lighting including but not limited to sport fields lighting, exterior building lighting, aesthetic landmark lighting etc. for which a separate agreement may be required and additional pricing will apply.

2.2. **Task 2 – Streetlight Acquisition**: The Consultant will assist the Town in the acquisition of existing streetlights from Central Maine Power. Such assistance shall be limited to the following:

   a) Review of the current utility streetlight inventory, if provided, against data obtained from the GIS streetlight audit
   b) Initial evaluation of purchase price against equipment age and industry norms
   c) Provide an opinion as whether further action is required in the negotiation of the final purchase price

If the Town so decides to pursue further action and engage the services of the Consultant in negotiating a purchase price, this shall be considered an increase to the scope of work for which the Consultant shall charge $75.00 per hour plus related outlays.

2.3. **Task 3 – Selection of Equipment and Installer(s):**

   a) **Selection of equipment manufacturer(s)**

      i. The Consultant shall evaluate relevant streetlight products using a competitive purchasing process, involving non-proprietary performance specifications describing applicable photometric, electrical, physical, and durability characteristics of the luminaires and related products, to recommend the most suitable suppliers. The Consultant shall conduct this process with specific reference to local roadway conditions. The Town shall select and approve the luminaires based on the Consultant’s recommendations and on the specifications required by the Town.

      ii. The Consultant shall manage the complete competitive purchasing process.

      iii. The Consultant shall provide an evaluation report summarizing the technical and financial criteria of recommended streetlight products.
b) **Selection of installer**
   
i. Through a competitive purchasing process, the Town will work with the Consultant to develop detailed installation specifications to engage a firm, authorized by the electric utility which provides service to the Town, to work on their grid and install the light fixtures. It is understood by both parties that the selected installer shall be a subcontractor of the Consultant and not of the Town, and as such shall contract directly with and be managed by the Consultant.

2.4. **Task 4 – Photometric Design:** Perform a comprehensive lighting design analysis to determine luminaire selection.

   a) The design analysis and the determination of adequate light levels for safety of pedestrians, cyclists, and vehicles shall be performed in accordance with the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-14) or, where applicable, in accordance with such other standards or criteria as the parties may mutually agree in writing. Consultant will use commercially reasonable efforts to identify the locations that the RP-8-14 standards will or will not be met in its design recommendations to the Town based on pole placement and the selected fixtures, however, absent negligent acts or omissions by the Consultant in making its design analysis, Consultant will not have any liability to the Town or any third party for the failure by the ultimate lighting system installed to meet any specific performance standard or lighting requirement, as the Town acknowledges that Consultant does not guaranty the performance of any particular lighting installation or fixture, nor can it reasonably anticipate such performance in all possible locations and conditions. The Town recognizes that existing pole placement limits the degree to which IES standards may be met.

   b) Lighting designs through photometric modelling shall be performed for each materially unique roadway application that display similar roadway layout and lighting asset conditions. Roadway segments or individual lights that cannot be formally designed using the aforementioned method, shall be specified using best practices for the roadway conditions on-site.

2.5. **Task 5 – Smart Control Consultation:** The Consultant will advise the Town on the use of available lighting control systems in terms of impact on safety, standardization, energy cost savings and total life cycle cost of the system. The Consultant may also propose to the Town any other value-add systems and discuss with the Town their financial impact, commercial readiness, and alignment with utility policies.

2.6. **Task 6 – Investment Grade Audit Report:** Provide an Investment Grade Audit (IGA) report.

   a) Based on the inventory assessment, utility bill analysis, and consultation on controls and/or other products, the Consultant shall prepare an IGA Report; a comprehensive analysis, adequate for the purpose of obtaining financing, should the Town decide to do so, which, apart from the inventory attributes previously mentioned, shall include:

   i. Recommendations on how to address identified serious deficiencies in the current street lighting network along with the Consultant’s best estimate of associated additional costs. The Town will direct the Consultant on how to address these issues before the procurement of equipment and installation stages commence.
ii. Baseline energy use, energy cost and operations and maintenance costs.

iii. Estimated retrofit energy use and operations and maintenance costs.

iv. Sources of funding, including any available rebate programs.

v. Calculation of estimated total conversion cost, energy and maintenance cost reduction, and simple payback.

b) A comparative analysis of all viable options including but not limited to the following:

i. Status quo - do not replace light fixtures and continue reliance on the utility to maintain the existing system.

ii. Take ownership of all existing fixtures, replace existing fixtures including installation of new fuses and rewiring where necessary.

c) The IGA Report shall be submitted to the Town for review.

2.7. Task 7 – Procurement Services:

a) Procurement of equipment

i. The Consultant shall procure and carry out all services related to ordering, delivery, receipt, verification and inspection of all equipment purchases, including inventory control throughout the installation process.

b) Procurement of Installer

i. The Consultant shall procure and carry out all services related to the purchase of installation services.

2.8. Task 8 – Public Information Campaign: The Consultant may, if required, convene and host a public process where the public will have an opportunity to offer input on the project’s scope. Topics may include, but not be limited to, the following:

i. Criteria for fixture manufacturer selection

ii. Criteria for controls manufacturer selection

iii. Consultation on decorative fixture replacement and aesthetic Concerns

iv. Issues related to LED lighting and public safety

v. Design process and lighting issues

vi. Post-installation outage reporting process

The Consultant will provide an FAQ and other key documents related to project approach and available technology. In addition, the Consultant will hold one (1) public presentation in the form of a Council/Board presentation, a public information center, project launch party, or other mutually-agreed meeting format if desired by the Town. If the Town requests more than one (1) public presentation, additional pricing to cover staff time and travel costs will apply based upon the terms as described in Schedule B of this Agreement.

2.9. Task 9 – Assistance with Rebate / Incentive Application(s): With the assistance of and on behalf of the Town, the Consultant will apply on behalf of the Town for all available grants and rebates relating to the LED conversion project (if any).
2.10. **Task 10 – Project Management / Construction Administration:** Perform project management functions including oversight of the LED luminaire installation and the recycling/disposal of the replaced streetlight equipment.

The following tasks will be performed:

i. Hold installation launch meeting
ii. Provide detailed installation schedule
iii. Manage data on installations and provide a weekly status update of the project
iv. Field quality control, inclusive of a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at project onset

2.11. **Task 11 – Electricity Billing Changes:** The Consultant will work with the utility to reach agreement on the final inventory and will ensure that the utility billing correctly reflects the updated inventory including updated demand and consumption values.

2.12. **Task 12 – Commissioning Binder:** Following project completion, the Consultant will provide the Town a Commissioning Binder which will include the following:

a) This Agreement (dually signed)
b) GPS/GIS Streetlight Installation Summary report
c) Fixture Specifications
d) Lighting Designs
e) Investment Grade Audit Report
f) Latest Company Insurance Certificate (copy to be provided prior to work commencement)
g) Subcontractor Insurance and Workman’s Compensation Certificates (as applicable)
h) Utility Inspection Certificates (as applicable)
i) Recycling Certificate
j) Confirmation of utility supplier billing update
k) Warranty Service Request System Overview
l) Equipment Warranties
m) Certificate of Acceptance
n) Request for Feedback and Testimonial
o) Post Project Customer Care and Company Information

3. **PROJECT COMMENCEMENT AND SCHEDULE**

a) The Consultant will schedule a kickoff meeting with the Town to be held within three (3) weeks of the Town’s execution date of the Agreement.

b) The Consultant will finalize and deliver a project schedule to the Town within two (2) weeks of the kickoff meeting date.

c) The Town may authorize changes in the scope, extent or character of the services provided under this Agreement and the time and cost for completion will be adjusted accordingly and submitted to the Town for approval.
4. PAYMENT TERMS

a) The Consultant shall maintain an “open book approach” in relation to this agreement to enable the Town to monitor, scrutinize and verify the accuracy of all Consultant invoicing which is based upon material and subcontracted labor charges (inclusive of labor for all field quality control), and/or any new material and subcontracted labor charges proposed by it. On request by the Town, the Consultant shall provide the Town an open book account of these charges and/or any new proposed related charges, setting out full and transparent details of each of these components of the costing (including any profit margins or discounts applicable to those costings).

b) The Consultant shall submit an invoice on or about the first of each month reflecting services performed to date, which invoices will be due and payable within 30 days of receipt. The Town understands that the payment for completion of the services shall be based upon a cost-plus basis whereby the Consultant agrees to charge a $28.30 per street light fixture fee for the Investment Grade Audit, including data collection and design services, plus a project management and post-installation service fee equating to a 17% gross margin on materials and installation labor invoiced by the respective suppliers (the “Project Management Fee”). The $28.30 per fixture fee applies only to existing roadway luminaires, park lights, and/or parking lot lights. The Consultant agrees to perform the services on that basis. Schedule B provides a more detailed pricing breakdown and payment schedule.

5. LIMITED WORKMANSHIP WARRANTY

a) Consultant warrants to the Town that the installations services shall be performed by licensed and qualified installers using reasonable care and skill, to such high standard of quality as is reasonably expected.

b) This Limited Workmanship Warranty only covers installation services such as incorrect equipment mounting or wiring of the fixture and related equipment. This warranty does not cover issues unrelated to the installation, such as fuse failure, pole knockdowns, wire shorting, disconnection of the pole or arm from owner source (unless improperly mounted), weather-related damage, natural disasters, vandalism, or unrelated capital work impacting the pole or fixture. The warranty period for installation services shall be one (1) year from the Installation End Date, defined as the date when the final luminaire is installed. The Town shall be responsible to serve as first-responder to any and all outages, shall identify locations where warranty-related work is necessary, and shall notify Consultant of the warranty-related locations so that a remedy can be implemented. The Consultant shall be reimbursed for all outlays incurred in responding to items which are determined not to be warranty related.

c) This Limited Workmanship Warranty does not cover any cost related to fixture, photocell and related products and parts failure. Such costs are covered by their individual manufacturers’ warranty as applicable. Consultant shall ensure that the Town is provided with all manufacturers’ warranties for equipment and materials installed and/or used in the Scope of Work and that such documents are in conformity with the agreed upon warranty terms and conditions. Any installation cost related to failed fixtures or photocells is not covered under this warranty.
6. **TERMINATION**

   a) The Town may elect to terminate the Agreement without cause following completion of the IGA but prior to the equipment and installation procurement process by written notice to the Consultant delivered prior to the commencement of the procurement process, in which case the Town will pay the Consultant the amount of $60.30 per fixture based upon the final inventory count (the “IGA Fee”) as compensation for services rendered to date.

   b) The Town may terminate the Agreement without cause at any point following approval of the IGA by giving the Consultant fourteen (14) business days’ notice, and compensating the Consultant for services performed, including the entire IGA Fee and the Project Management Fee based upon all equipment purchased and installation services performed, less any payments made on account to the Consultant, in accordance with this Agreement through the effective date of termination.

   c) Either party may terminate this Agreement at any time for cause after giving the other party written notice with 10 business days to cure the same, provided, however that if the default in question cannot reasonably be cured within such ten (10) business days, then so long as the defaulting party commences cure within ten (10) business days and continues to use commercially reasonable efforts to pursue such cure, then such default shall not be deemed a default hereunder.

      i. If the Consultant elects to terminate this Agreement for cause, the Town shall be obliged to compensate the Consultant for all services rendered to date, including the entire IGA Fee and the Project Management Fee based upon all equipment purchased and installation services performed less any payments made previously by the Village on account of such fees to the Consultant, in accordance with this Agreement, through the effective date of termination.

7. **DISPUTE RESOLUTION**

   Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be resolved in an arbitration to be held before an arbitrator mutually agreeable to both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Maine, notwithstanding its conflict of law principles.

8. **QUALIFICATIONS**

   The Consultant represents that it currently and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in the State of Maine. The Consultant shall perform all services in accordance with professional standards.

9. **USE OF DOCUMENTS**

   All documents, reports, data, studies, estimates and other work material developed under this Agreement shall be the property of the Town and shall be promptly delivered to the Town in a form compatible with the Town’s software or other records management systems. All data collected shall be disclosed only to the Town’s authorized representatives, at the direction of the Town.
10. **SUBCONTRACTORS**

The Consultant shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as the Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town. Subcontractors shall not be deemed employees of the Town under any circumstances and the Consultant assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement.

11. **SUCCESSORS AND ASSIGNMENT**

The Town and Consultant are hereby bound to this Agreement and to the successors of the other party in respect of all covenants, agreements and obligations of this Agreement, subject only to the appropriation by the Town of sufficient funds to fulfill its obligations hereunder. Neither the Town nor Consultant may assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other party, unless mandated by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless expressly provided otherwise in a written consent to assignment.

12. **INSURANCE**

The Consultant shall purchase and maintain insurance in accordance with Schedule A attached hereto, including Workers' Compensation, Employers' Liability, Commercial General Liability, Property Insurance, Automobile Liability and Professional Liability Insurance. The Town shall be named as an additional insured and loss payee on the liability policies, as their interest may appear, with respect to the work performed by the Consultant.

13. **INDEMNIFICATION**

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the negligent performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors. To the extent permitted by law, the Town will indemnify and hold harmless the Consultant, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Town's negligent performance under the Agreement. Any obligation of the Town to indemnify pursuant to this Agreement shall not be deemed or construed to operate in practical effect to waive any defense, immunity, or limitation of liability which may be available to the Town, its officers, agents or employees, under the Maine Tort Claims Act (14 M.R.S. §§ 8101, et seq.) or any other privileges or immunities which may be provided by law.

14. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the Consultant's liability for any damages or claims hereunder shall be limited solely to the greater of (a) the amount of any compensation to be paid to Consultant hereunder or (b) the amount of any insurance proceeds (net of any deductible) available to Consultant under the policies maintained by Consultant in accordance with the terms and provisions of this Agreement.
15. CONFLICT OF INTEREST
The Consultant will represent the Town and not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after this contract is awarded, but which existed at the time of proposal submission, will be grounds for termination.

16. COMPLIANCE WITH LAWS
Consultant shall at all times conduct its business affairs relating to this Agreement in compliance with all applicable laws.

17. NOTICES
All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the Consultant:
RealTerm Energy US, L.P.
201 West Street
Annapolis, Maryland 21401

Attention: Paul Vesel
Phone: (413) 695-0045
E-mail: pvesel@realtermenergy.com

(ii) If to the Town:
Town of York, ME
186 York Street
York, Maine 03909

Attention: __________________________________________

Name ____________________________________________

Title ____________________________________________

Phone: _________________________________

E-mail: _________________________________

18. AMENDMENTS
This Agreement may not be and shall not be deemed or construed to have been modified,
amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.

19. **SEVERABILITY**

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

20. **WAIVERS**

No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

21. **ENTIRE AGREEMENT**

This Agreement its schedules, appendices and attachments and the Investment Grade Audit Report represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement its schedules, appendices and attachments, nor within the Investment Grade Audit Report, are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment or the Investment Grade Audit Report, the provisions of this Agreement shall control.

22. **COUNTERPARTS**

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

*Signature page to follow*
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative’s effective as of the date and year first above written.

RealTerm Energy US, L.P., a Delaware limited partnership

By: RealTerm Energy US, LLC, its General Partner

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

By: Town of York, ME

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
SCHEDULE A

INSURANCE REQUIREMENTS

INSURANCE COVERAGES

The Consultant agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following insurance coverage:

1) **Commercial General Liability Insurance** with limits of five million dollars ($5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form. The Town shall be named as an additional insured, as their interests may appear, as respects operations performed by Consultant.

2) **Automobile Liability Insurance** to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of one million dollars ($1,000,000) per accident.

3) **Workers Compensation** coverage in an amount not less than statutory requirements and Employer’s Liability Insurance in an amount of not less than $1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.

4) **Property Insurance** to cover Consultant’s personal property, or property considered to be in its care, custody, and control.

5) **Professional Liability Insurance** with limits of $250,000 per claim, and $500,000 general aggregate.

CONDITIONS OF INSURANCE

A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Consultant to combine an umbrella liability policy with the primary liability policy, at the discretion of Consultant.

B. Policies shall be issued by insurers approved to do business in the jurisdiction where the Town is located

C. The Consultant shall be responsible for deductible amounts under its insurance policies, except where otherwise provided.

D. Prior to commencement of the Work and upon the renewal, or extension of each policy of insurance required herein, the Consultant shall promptly provide the Town with a certificate of insurance.
## SCHEDULE B

### PRICING BREAKDOWN AND PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Stage</th>
<th>Task</th>
<th>Scope of Services</th>
<th>Pricing</th>
<th>Billing/Payment Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Inventory Audit</td>
<td>Task 1</td>
<td>GIS Streetlight Audit</td>
<td>$17.00 / fixture</td>
<td>Task Completion&lt;br&gt;Upon Client approval of the GIS inventory but payment due no later than 30 days following receipt of the related invoice.</td>
</tr>
<tr>
<td>Investment Grade Audit Report</td>
<td>Task 2</td>
<td>Streetlight Acquisition</td>
<td></td>
<td>Task Completion&lt;br&gt;Upon delivery of the initial IGA Report but payment due no later than 30 days following receipt of the related invoice</td>
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<tr>
<td></td>
<td>Task 3</td>
<td>Selection of Equipment Manufacturer(s) and Installer(s)</td>
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<tr>
<td></td>
<td>Task 4</td>
<td>Photometric Design</td>
<td>$11.30 / fixture</td>
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<td></td>
<td>Task 5</td>
<td>Smart Control Consultation</td>
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<td></td>
<td>Task 6</td>
<td>Investment Grade Audit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation</td>
<td>Task 7</td>
<td>Procurement Services</td>
<td></td>
<td>Percentage of completion based on percentage of fixtures installed. Payment terms are net 30 days</td>
</tr>
<tr>
<td></td>
<td>Task 8</td>
<td>Public Information Campaign*</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Task 9</td>
<td>Assistance with Rebate / Incentive Application(s)</td>
<td>17% gross margin on materials and labor</td>
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</tr>
<tr>
<td></td>
<td>Task 10</td>
<td>Project Management / Construction Administration</td>
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<td></td>
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<tr>
<td></td>
<td>Task 11</td>
<td>Electricity Billing Changes</td>
<td></td>
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</tr>
<tr>
<td>Commissioning</td>
<td>Task 12</td>
<td>Final Commissioning</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*$750 for each hour, plus travel costs, of additional public consultations beyond 1 meeting
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: July 25, 2019

☑ ACTION

DATE ACTION REQUESTED: July 29, 2019

☐ DISCUSSION ONLY

SUBJECT: York-Kittery Border

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: There was a report of Commissioners appointed to address a boundary dispute between Eliot and York back in 1991. (Copy attached). Eliot, in the early days, was part of Kittery. The report of these Commissioners spells out the basis for the York-Eliot border, and it defines the manner in which the York-Kittery border was established. Essentially it was a series of 3 straight line segments that extended around the southern and western sides of York, and which still apply to this day. A portion of the York-Eliot border is, in fact, part of the straight line border that is apparently the correct York-Kittery border.

The York-Kittery boundary as shown on tax maps and on our GIS is crooked. Historical evidence indicates it should be straight. The Board needs to reach out formally to Kittery and ask if it will agree to work with York to find the correct boundary line. If not then we will have a contested boundary line and must proceed to court, as was done with Eliot all those years ago.

The Board is not required to take this action. Doing nothing is an option.

RECOMMENDATION: I recommend writing a letter to Kittery indicating the Board believes the boundary is straight and would like the Town of Kittery to either agree to work with York to set a straight-line border or to acknowledge this as a contested boundary.

PROPOSED MOTION: I move to write and send a letter to the Kittery Town Council indicating the Board believes the boundary is straight and would like the Town of Kittery to either agree to work with York to set a straight-line border or to acknowledge this as a contested boundary.

Prepared by Stephen H. Burns, Town Manager:
COMMISSIONER'S REPORT

ON THE

TOWN BOUNDARY

COMMON

TO THE

TOWN OF ELIOT

AND THE

TOWN OF YORK
STATE OF MAINE

YORK SS

RE: Town of Eliot vs. Town of York - Town line
Superior Court Civil Action, Docket No. CV-91-880

Pursuant to a Commission issued by the York County Superior
Court and directed to the undersigned on the 2nd day of February
1993, in which this cause is Hereunto prefixed, the undersigned
have severally qualified as commissioners aforesaid according
to the jurats herein before set to us pursuant to M.R.S.A. 30-A
Section 2852.

We hereby make return of our proceedings in accordance with
M.R.S.A. 30-A Section 2852. (4).

[Signatures]
James C. Rogers, Chairman
Robert M. Magocsi
Dorothy A. Seaman

Enclosures:
Report of the Commissioners
HISTORICAL BACKGROUND

The boundary line between the present towns of York and Eliot is based upon a requirement set forth in the Articles of Submission. Prior to this 1652 submission, the boundary between the two towns was variable and uncertain. This uncertainty is rooted in the ever changing political climate of that time.

The original grant of land which covers both towns was made by King Charles I to Sir Ferdinando Gorges in 1639. This grant, termed "Grant of the Province of Maine," included all land in present day Maine between the rivers of Piscataqua and Sagadahoc.¹ Sir Ferdinando Gorges died in 1647 not having fixed any boundaries between existing settlements in this grant. In 1648 the parliamentary forces under Oliver Cromwell defeated the army of King Charles I, and subsequently beheaded him. The inhabitants of the "Province of Maine" were by these two occurrences left leaderless, and without royal protection.

¹. This charter is recited at large in the two volumes of Federal and State Constitutions, Colonial Charters, and other organic laws of the United States, compiled by order of the United States Senate and printed in 1877.
In 1652, the General Court of the Massachusetts Bay Colony, attempting to increase their timber holdings, sent surveyors to review and locate the northeasterly bounds of their Colony. The survey team concluded that the northeasterly bounds extended from a point three (3) miles northerly of the headwaters of the Merrimac River, easterly to the Presumpscot River. As a result of this survey, Massachusetts Bay Colony sent two teams of commissioners, backed by armed militia, to inform the inhabitants of the province of this result, and to require their submission to the authority of the Massachusetts Bay Colony. 2. On November 20th the inhabitants of Kittery formally submitted, and the inhabitants of Georgeana, now York, followed suit on November the 22nd. 3.

3. Williamson's History of the State of Maine Volume I, page 345
The terms upon which the inhabitants of Kittery (including present day Eliot) and York acceded to the jurisdiction of Massachusetts were set forth as articles within the ordinances of the commissioners:

Article 2 recognized Kittery as a municipal township and the settlement at York as a town.

Article 4 guaranteed titles to land, whether by grant of Gorges, the town(s), the Indians, or their former General Courts.

Article 5 required that the boundaries of Kittery, York and Wells be examined and set out anew, within the ensuing year, by their respective townsmen; otherwise the General Court was to appoint a committee to perform that service. By this same article, ownership of the soil, when the lines were perambulated "was not to be thereby affected." 4.

In 1653, the towns of Kittery and York established their bounds as per Article 5 of the Submission. The boundary began at the first and lowest descent of a fresh brook which emptied

4. Willis, J.L.M., The Submission to Massachusetts
itself into Brave Boat Harbor. The boundary then ran in a straight line to a point of upland on the southwest branch of York River where the river bears away to the northwest. The line then ran in a direct course to the southeast side of York Pond. Only three (3) calls appear in this initial boundary.

establishment which has been abstracted and is attached as document number 2 of Exhibit B. Later perambulations were made, each with additional and varying calls and monuments, but all adhering faithfully to the three original calls of the boundary.

In 1794 the General Court of Massachusetts, of which the present towns of Eliot and York were a part, resolved that each town should cause a survey to be made, paying particular attention to differences of claimed boundaries and/or divisions.

5. Copies of original perambulations of boundaries found in town records, attached as Exhibit A.

6. See abstracts of boundary perambulations with additional information concerning commissioners, surveyors and photographs included in this report as "Exhibits."
The towns of Kittery and York complied with the resolve and returned their plans to the Secretary's office. The Resolves and the plans of Kittery and York are attached as Exhibit D and E respectively.

In 1810 the second parish of Kittery was severed from the parent town and became the town of Eliot. No specific boundary was described, the bounds being merely the bounds of the second parish. The bounds of the second parish of Kittery are delineated in 1660 in Kittery Town Records.

After 1811, the boundary between York and the second parish of Kittery became the boundary between York and Eliot. No changes in this line were made by the State of Massachusetts.

In 1820 Maine became a state. York and Eliot, formerly towns within the state of Massachusetts, became two towns within the new State of Maine. No evidence was presented to show that the State of Maine changed the boundary between York and Eliot. It was assumed by the commission that, absent evidence to the contrary, the boundary as established in 1653 was the boundary in 1994.

7. see Eliot Town Records
8. see Kittery Town Records
The commission ordered a search of the town records of Kittery, York and Eliot. Prior to 1810, Eliot was known as the "second parish of Kittery." The boundary between York and Kittery will therefore be the boundary between York and Eliot along the easterly boundary of the "second parish."

The search of the pertinent town records revealed fourteen documents pertaining to boundary matters and copies of these documents have been attached as Exhibit A. Information relating to specific calls and/or monumentation have been abstracted from these documents and this information has been attached as Exhibit B.

Photographs were taken by the commission of all calls and/or monuments and have been attached as Exhibit C. These photographs have been cross-referenced in Exhibit B, abovesaid.

Exhibit D includes all pertinent records located in the York County Registry of Deeds and the York County Registry of Probate, and the town records of Kittery, Eliot, and York, which are not included in Exhibit A, abovesaid.
The commission then met and reviewed all documentary evidence produced. It was determined that the establishment of the boundary of 1653 was controlling, and that only those monuments which were reflected in that establishment would be accepted. Any monuments falling outside the original boundary as ultimately surveyed, would be treated as erroneous, and would be shown as "offset" from the true boundary line. With the above restrictions as controlling, the commission solicited bids and hired a surveyor.

The Surveyors were ordered to run the line between the towns of York and Eliot, noting and locating all monuments found. Additionally, the highest ascent of the salt water of Brave Boat Harbor Creek was located. A line was then projected from an accepted monument located in the York marshes to that point in the creek. This projected line was necessitated because a portion of the York and Eliot line is a portion of the original York and Kittery line.

The Eliot and York boundary line began at "Solomon's Rock" and proceeded southwesterly to a point under the present confines of York Pond. All intervening monuments were noted. The line was turned at the point in York Pond and proceeded southerly to a monument found just off a small neck of land at York marshes. All intervening monuments were noted. The line was again turned and then ran in a straight line to the "head of the tide" at Brave Boat Harbor. The monument which marks the
corner of Kittery, Eliot, and York was noted. All of this information was reduced to a preliminary plan and the commission met to determine the validity of the intervening monuments.

The monument known as "Solomon's Rock" is a ledge situated northeasterly from Route 91. This ledge, assigned station 0+00 has the letters "E" "Y" and "B" chiseled on the top, and is the corner bounds of the towns of Eliot, South Berwick and York. This monument was named as a monument in the 1831 perambulation and falls in a direct line between the point inside the confines of York Pond and the ancient bounds at "Baker's Spring." This "rock" is a sizable ledge and is incapable of being easily moved. "Solomon's Rock" is also shown on a survey of the Town of York drawn for the General Court of Massachusetts. For the 1831 perambulation see Exhibit A, number 8; for the abstract of the same, and first mention of such, see Exhibit B, numbers 7 and 8, description (a); for photograph of said Solomon's Rock see Exhibit C, number 10.

The monument at station 22+32.39 located on the south-easterly side of, and on the easterly end of York Pond, is a granite bound set in the ground sometime after the perambulation of 1831. Prior to this date, this point was marked either by trees or by no monumentation. For the 1831 perambulation see
Exhibit A, numbers 7 and 8; for the abstract of the same, see Exhibit B, numbers 7 and 8, description (c); for photographs of the monument see Exhibit C, number 8; for earlier mention of York Pond, see Exhibit A, numbers 2, 3, 4 and 5; for abstracts of same see Exhibit B, number 2, description (c); numbers 3 and 4, description (c), and number 5-A, description (d).

There is evidence that the water level of York Pond was raised between 1653 and the 1831 perambulation. The commission agreed with the surveyor that the actual town corner bounds lay within the present confines of York Pond and that the found monument is on a straight line between that "drowned" corner within the pond itself, and that of the next monument.

The next monument, at station 163+07.79, was a monument located in the salt marsh along York River. This monument was the first viewed by the commission and is the most persuasive. This monument is a flake of granite, three (3) feet tall, two (2) feet wide, and three (3) to six (6) inches thick, inscribed with characters too worn to be readable. This monument is located approximately two (2) feet from a neck of land. This neck of land is the "neck of land" mentioned in the 1695 perambulation. This monument is that mentioned in the perambulation of 1831 as being marked "Y" "K" "1794." The
members of the commission could feel the inscription on the monument but were unable to completely decipher the numerals on this monument. For the earliest and later mention of the "neck of land" see Exhibit A, numbers 3, 4 and 5; see Exhibit B, numbers and 4 and 5-A. For the earliest mention of the granite monument, see Exhibit A number 8 and Exhibit B, numbers 7 and 8, description (d); for a photograph of this monument and the "neck" see Exhibit C, photo-graphs 3 and 3-A.

From the monument in the York Marshes the boundary line was turned and run southeasterly to the head of the tide at Brave Boat Harbor. The commission was unable to locate any monuments other than property lines in this area. The 1653 boundary line establishment has as its beginning point, "the first and lowest descent of that fresh brook...belonging unto ye sd Harbr." See Exhibit A, number 2, see Exhibit B, number 2, description (a). See also Exhibit C, photographs 1-A and 1-B. Later descriptions of this starting point include a white oak tree standing in the marsh, a white oak tree standing near the bridge, and the head of the marshes. See Exhibit A, numbers 3, 4, 5, and 5-A; see Exhibit B, numbers 3 and 4, description (a), and number 5-A, description (a).

The "Head of the tide" call in the 1653 establishment was
the bound universally favored by the commissioners. The "head of the tide" was determined by the surveyor, using modern surveying methods. See Exhibit F, Survey of the Town Boundary, Note #1. This location was observed by the commissioners on an independent basis and all concurred in the location. The accuracy of placing the boundary line in this position is enhanced by a probate plan dated 1757, and included in Exhibit D as number 1. The importance of the "head of the tide" call became apparent when the commission studied the intervening monuments located by the surveyors.

All monuments which were not mentioned, or did not directly fall on the 1653 boundary line were treated by the commission as intervening monuments. The reasoning behind this decision lies in the commission's attempt to faithfully reproduce the 1653 boundary layout. This decision was further enhanced by the commission's review of the 1794 plans of the towns of York and Kittery returned to the General Court of Massachusetts as per the Resolves in Exhibit E, number 1. The York plan, drawn by Daniel Sewall, and offered as Exhibit E, number 2, is a very detailed plan. The boundary line as shown on this plan begins at a tree above Braveboat Harbor bridge and runs in a straight line to a rock marked "Y" "K" in the York marshes. From that point, the line turns and then runs in a straight line to the easterly end
of York Pond. From that point, the line again turns, and then runs straight to Baker's Spring, passing directly over a rock marked "B" "K" "Y". This last named monument is the only one shown that may be construed to be an intervening monument.

The Kittery plan of 1794, drawn by Benjamin Parker, and offered as Exhibit E, number 3, is a less detailed plan than that of Sewall. This plan, like that of Sewall, begins at the head of the tide at Brave Boat Harbor and runs N 46 1/4° W, 4 miles and 53 rods to a point. The line then turns and runs N 6° W for 816 rods to York Pond, called "K Pond" on this plan. The line then turns and runs N 31° E for 118 rods to a point. No intervening monuments are found on this plan, furthermore, the metes and bounds descriptions of both plans are identical.

Both the Sewall and Parker plans show "pricked" lines, (in red on the originals) which meander back and forth across the straight boundary line. Sewall refers to this "pricked line" as "the dividing line as claimed by the Town of Kittery." Parker refers to the "pricked line" on his plan as "an ancient fence as the boundary line between York and Kittery as appears by perambulation of nearly one hundred years since." It is important to note that although both surveyors recognize varying lines of occupation, both have surveyed the line by identical
courses and distances, and both have shown a line with no intervening monumentation.

The first intervening monument is a three (3) foot tall granite post located on the northeasterly side of Route 91 at station 4+65.95. This granite post is offset from the boundary line 0.15 feet into the town of Eliot. This monument is probably the monument referred to in the perambulation of 1877. See Exhibit A, number 12; also Exhibit B, number 12, description (b); see photograph of this monument as Exhibit C, number 9.

The second intervening monument notes is a six (6) by eight (8) inch granite post found at station 42+81.12. This monument has the letter "Y" and "E" chiseled upon it and is shown in photograph as Exhibit C, numbers 7 and 7-B. This monument is offset 17.20 feet into the town of Eliot. This monument is first mentioned in the perambulation of 1877. See Exhibit A, number 12 and Exhibit B, number 12, description (e).

The third intervening monument noted is an eight (8) inch by eight (8) inch granite bound located at station 63+33.16 on the southerly side of Brixham Road. The monument has the letter "Y" and "E" chiseled on two sides. This monument is shown by photograph as Exhibit C, number 6. This monument is offset 4.40
feet into the town of York and is shown as Exhibit A, number 12 and as Exhibit B, number 12, description (g).

The fourth intervening monument is an eleven (11) inch by eleven (11) inch granite post, found lying on its side and with chiseled markings. This monument is shown by photograph as Exhibit C, number 5. See this monument in Exhibit A, number 12 and Exhibit B, number 12, description (h). This monument is at station 85+49 and is offset 25 feet into the town of York.

The fifth intervening monument is the end of a stone wall located off station 141+ 53.96 on the northerly side of Frost Hill Road. This monument, marked by a drill hole, is shown by photograph as Exhibit C, number 4. This wall is first mentioned in the perambulation of 1877. See Exhibit A, number 12 and abstract of same as Exhibit B, number 12, description (i). This Monument is offset from the boundary line 6.12 feet into the Town of York.

The sixth and final intervening monument noted is a five (5) foot tall, tapered granite post with the letters "K" "E" and "Y" and "1877" chiseled into the west, north and east sides respectively. This monument was set after the perambulation of 1877 to mark the corner of the town of Eliot and Kittery where they meet the line of the town of York. As a result of the 1831 perambulation a point is referred to as "the northeasterly
corner of the town of Kittery" and no monumentation is recited. See Exhibit A, numbers 7 and 8; see also Exhibit B, numbers 7 and 8, description (f). After the perambulation of 1835, this same corner point is referred to as a "corner between the towns of Kittery and Eliot" and no monument is recited. See Exhibit A, number 10, and Exhibit B, number 10, description (d). See photograph as Exhibit C, number 2.

The commission felt that the perambulation of 1877 was a point to point perambulation along abuttor's property lines. This perambulation ignored the straight line requirements of the 1653 establishment. If the commission ran the line from the monument in "York marshes" through the 1877 monument above said, then to Brave Boat Harbor, keeping the line straight as required, the resulting line would end at a point 297 feet northeasterly into the town of York. If the commission ran a straight line from the said monument in the York marshes, ignoring the 1877 monument above said, on to the head of the tide at Braveboat Harbor, the resulting line would end at point within 20 feet of the present boundary. The commission decided to ignore the 1877 monument and choose the latter course. The result of this course is to place the sixth intervening monument at station 202+ 49.63 into the town of York by 48.43 feet.
CONCLUSION

The commission feels that the boundary line as delineated and shown on the survey plan presented to the court as Exhibit G is correct. The 1653 returns of the towns of York and Kittery to Massachusetts Bay Colony contained straight boundary lines only. The commission has attempted to remain true to the 1653 return and reject all monuments that do not reflect this requirement. The 1794 plans of the towns of York and Kittery returned to the State of Massachusetts reflect two important characteristics. One hundred and forty-one years after the initial establishment of the 1653 boundary line, two surveyors, acting separately for the two towns, returned surveys with identical straight lines for common boundaries. At the same time, pricked red lines were added to both plans to show differing opinions as to lines of occupation or ownership. Unfortunately for both towns, later perambulations chose to ignore the 1653 straight line requirement, and follow the red pricked line of occupation.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: November 1, 2018

DATE ACTION REQUESTED: November 5, 2018

SUBJECT: York – Kittery Border

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Yesterday I received a copy of a survey, certified by a Maine-licensed Professional Land Surveyor, which shows the border between York and Kittery to be between 250' and 300' south of the location in which we had thought it was. This could impact property taxation, land use regulation, voting, cemetery maintenance, and who knows what else? It's important.

The Board of Selectmen now must now figure out if it wants to jump into this matter, and if it does then how best to proceed.

Attached are:
- Statutes (30-A MRS 2851-2) about municipal borders;
- a reduced copy of the certified survey that shows the two boundary locations;
- a GIS map showing the potential difference in borders; and
- a 2008 proposal from a surveyor to address a much narrower task on the Ogunquit border

I recommend the Board proceed more slowly than that statutory process spells out. I think the statute is more about town officials walking between known monuments to see the boundary, but in this case we're talking about what amounts to a new boundary line altogether. As I read it, the statute doesn't really envision this scenario. I think we will probably need to seek legal and survey assistance eventually, but for now I think it is more important to reach out to the Town of Kittery to see if we can work together on this matter.

RECOMMENDATION: I recommend the Board vote to investigate the York-Kittery border issue, and to send a letter from the York Board of Selectmen to the Kittery Town Council requesting a joint meeting to discuss the matter and to see if we can find a mutually-agreeable way forward to address this issue.
PROPOSED MOTION: I move to begin a process of investigating the location of the municipal border with the Town of Kittery, and further to send a letter from our Board to the Kittery Town Council to request a joint meeting in hopes of finding a mutually-agreeable way forward to identify the proper location of our shared border.

Prepared by Stephen H. Burns, Town Manager:
Maine Revised Statutes

Title 30-A: MUNICIPALITIES AND COUNTIES
Part 2: MUNICIPALITIES
Subpart 3: MUNICIPAL AFFAIRS
Chapter 129: TOWN LINES

§2851. Identification of boundary lines

If a municipality, acting through its board of municipal officers, formally advises the municipal officers of one or more adjoining municipalities that there is a dispute regarding the location of the boundary or boundaries between the municipality and its adjoining municipalities, the boundary lines between municipalities must be perambulated to determine whether the boundary location is apparent within 5 meters, except as provided in subsection 7. The following procedures apply. [2003, c. 7, §1 (AMD).] 

1. Notice. The municipal officers shall give a 10-day written notice to the officers of the adjoining municipalities advising them of the time and place of meeting for perambulation.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Failure to appear. If the officers of any municipality fail to appear in person, or by representative, at the time and place appointed for the required perambulation, the municipality which complies with its duty may perambulate the line and charge the other municipality for 1/2 the expense incurred.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Expense. Each municipality shall pay an equal share of the expense of perambulation.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Unorganized area. Where a municipality adjoins an unorganized area, the county in which this area is located has the duties of a municipality for the purpose of perambulating its boundary lines and paying its share of the expense of the perambulation. The county commissioners shall perform the duties required of municipal officers.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

http://legislature.maine.gov/statutes/30-A/title30-Asec2851.html 10/31/2018
5. Record of observations. The adjoining municipalities shall record:

A. The dates and times when the perambulation took place; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The names of the municipal officers participating; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Either:

(1) A certification by the participants that they were able to identify all monuments described in the legislated definition of the boundary and that the boundary location was apparent within 5 meters at all locations along its length; or

(2) A statement of the deficiencies found and a record of the action taken to correct those deficiencies. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

6. Deficiencies. If all monuments are found in place and apparently undisturbed, but the boundary location is in doubt because of obstructions to visibility between monuments occurring since the last perambulation, the municipal officers shall have the line cleared of obstructions. If monuments have been disturbed or destroyed, or for some other reason it is necessary to precisely locate the boundary line, the municipal officers shall locate and monument the line, so that the certification required by subsection 5 may be completed.

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

7. Monumentation and record. Municipal boundaries do not need to be perambulated if:

A. Monuments of granite or other material of comparable life and resistance to movement are located at all angle points and at intervals not exceeding 500 meters along straight boundaries, except for water crossings that exceed that interval; [2003, c. 7, §2 (AMD).]

B. Monuments have drill holes or punch marks in inserts not exceeding one centimeter in diameter, indicating the point on the monument to be used as the boundary; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
Maine Revised Statutes

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 3: MUNICIPAL AFFAIRS

Chapter 129: TOWN LINES

§2852. Disputed boundary lines

When a controversy over a boundary line exists between adjoining municipalities, either may file a complaint with the Superior Court stating the facts and requesting that the line be run. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Commissioners appointed. The court, after due notice to all parties, shall appoint 3 commissioners.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

2. Ascertain and describe line. The commissioners, after giving the interested municipal officers at least 10 days' written notice of the time and place of meeting, shall ascertain the line and describe it by courses and distances.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Temporary markers. The commissioners shall set temporary markers to indicate the established line.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Report. The commissioners shall report their proceedings to the court.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

5. True line. When the court accepts the report, the line established by the commissioners becomes the true line for every municipal purpose, and the court shall order the interested municipalities to replace the temporary markers with monuments as provided in section 2851, subsection 7.
6. Expense. Each municipality shall pay an equal share of the expense of erecting monuments.

7. Compensation of commissioners. The court shall allow the commissioners a proper compensation for their services and issue a warrant for its collection from the interested municipalities in equal proportions.

SECTION HISTORY

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

Office of the Revisor of Statutes (mailto:webmaster_ros@legislature.maine.gov) • 7 State House Station • State House Room 108 • Augusta, Maine 04333-0007

Page composed on 11/03/2017 01:34:04.
C. Boundaries are shown to scale on a plan filed at the offices of the adjoining municipalities and at the registry of deeds of the county, or adjoining counties, in which the municipalities are located, and that plan includes:

(1) The location of all monuments together with dimensions by which those monuments may be found and checked for accuracy; and

(2) A certification by a qualified and registered land surveyor that the surveyor has examined the records of the legislative action which created that boundary, verified the location of the boundary monuments on the ground and finds agreement, subject to any minor discrepancies that have been noted on the plan. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 2003, c. 7, §2 (AMD).]
January 23, 2008

Town of York  
Board of Selectmen  
186 York Street  
York, ME 03909-1314

Re: York and Ogunquit Town Line  
CLD Reference No. 07-0257

To Whom It May Concern:

The purpose of this correspondence is to follow up on a letter sent on September 4, 2007 concerning the limited and conflicting evidence as found to date related to the location of the York – Ogunquit Town Line. Since that time I have received limited to no responses from surrounding communities, however I have received comments of concern from Steve Burns, Community Development Director and more recently Rick Mace, Tax Assessor. Both parties seem to agree that this is a question of concern that needs to be resolved.

Opinion of resolve for the issue:
In our opinion there are several steps that should be taken to resolve the existing conflict. This recommendation is based on the information found to date and new information may alter this opinion. They are as follows:

1. Retain the services of a surveyor to obtain an opinion of location based on the best available evidence.
2. Obtain legal counsel on the perambulated Town Line versus the call for a straight line as well as guidance on procedure and execution.
3. Follow the requirements of Maine State Statute 2852 (attached) [if necessary]
4. Create a recordable plan illustrating the totality of the evidence collected as well as the findings of the agreed upon true line.
5. Record and monument the agreed upon findings of the Town Line

CLD Consulting Engineers would like to offer our professional surveying services to complete the necessary research, field survey, documentation and possible monumentation in resolving this problem. We have developed a degree of awareness to the aspects and location of the Town Line by working on several projects associated with the location. We would incorporate this evidence as well as utilize existing global positioning systems (GPS) data to maximize efficiency in processing the project. We would also perform additional GPS work if necessary to accurately locate new evidence found. CLD will further attempt to provide efficiencies in the procurement of the project by contacting other area surveyors in an attempt to obtain further evidence that may have been uncovered from past associated surveys.
Course of action:
Based on our current knowledge we would like to proceed with the project by completing the following tasks:

1. Research the local and state archives for information pertaining to the creation of South Berwick in 1814 and portions annexed from York in 1834 and Berwick in 1841.
2. Research the local and state archives for information pertaining to the creation of Ogunquit in 1985.
3. Research the local and state archives for information pertaining to the perambulation of the Town Line between York and Ogunquit, formerly Wells. Particular attention will be made to clarify the intent of the monuments found but not called for in information as found to date.
4. Locate and survey to the original northwesterly monument known as “Baker’s Spring” as reported to be located in what is now known as The Town of South Berwick as well other reported monumnetation called for current research.
5. Provide a sketch plan of findings for discussion purposes.
6. Work with appointed commissioners as well as all other interested parties (3 meetings).
7. Provide a “Final Plan” suitable for recording.
8. Provide any required monumentation as needed (1 monument).

We anticipate that the above tasks can be provided for approximately $16,000. This is only an estimate for services due the extent of the unknowns of the actual effort required to establish the line. We will provide the work on a time and materials basis and will keep all parties informed of our progress. If insufficient evidence is found to adequately recover the Town Line, State Statute 2851 would need to be enacted. Under this statute, required services will be divided in equal portions from the interested municipalities.

Please note that if the appropriate information is discovered during the process the requirements of the state statute may not need to occur.

Should you have any questions please do not hesitate to call me at (207) 363-0669 ext 15.

Very truly yours,

James Marchese, PLS

JNM:skl

cc: Rick Mace, Tax Assessor
Steve Burns, Community Development Director
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: July 24, 2019

DATE ACTION REQUESTED: July 29, 2019

☐ ACTION
☒ DISCUSSION ONLY

SUBJECT: Comprehensive Plan Process

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Per the Town’s Home Rule Charter it is the duty of the Planning Board to prepare or supervise the preparation of a Comprehensive Plan as defined by state statutes. Currently, the Planning Board has been discussing the formation of a Comprehensive Plan sub-committee similar to the one that was utilized in the 90’s that would likely be made up of citizens that represent various stakeholder groups (business, real estate, conservation etc.) and representative of different geographic areas of Town (the Harbor, Cape Nedick, Long Sands, Mt. A, west of I-95 etc.). However, due to a large back log of Planning Board applications, discussion is as far as it has gone. At the moment I am working on an RFP/Q document that will be reviewed by the Planning Board and will be utilized for seeking a consultant for leading the plan process and writing the Comprehensive Plan. I foresee, as discussions are still pending, that it will be the Planning Board that reviews and interviews the consultants that bid on leading this process by late fall. Similar to the Village Master Planning process, the Planning Board will make their request to the Board of Selectmen regarding hiring their desired consultant option (likely late fall/early winter). After hiring a consultant I believe it will likely take 2 years to complete the planning process and plan, as the Planning Board wants to ensure a very robust public participation and visioning process. The hired consultant and Planning Board will decide the preferred process for visioning and updating the Comprehensive Plan.

RECOMMENDATION: Continue to discuss updates at joint meetings with the Planning Board regarding the Comprehensive Plan and planning process.

PROPOSED MOTION: N/A
<table>
<thead>
<tr>
<th>FISCAL IMPACT: N/A</th>
</tr>
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<tbody>
<tr>
<td>DEPARTMENT LINE ITEM ACCOUNT: N/A</td>
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<tr>
<td>BALANCE IN LINE ITEM IF APPROVED: N/A</td>
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</tbody>
</table>

PREPARED BY: Dylan Smith, Planning Director  REVIEWED BY:
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: July 25, 2019

DATE ACTION REQUESTED: July 29, 2019

SUBJECT: Staffing Study Follow Up

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Last winter we heard from Matt Young of Ascent Consulting who was contracted to perform a high-level staffing study of the Town to identify any major gaps in department efficiencies and staffing. After reviewing Mr. Young’s findings, we were able identify 6 different needs that we believe are the most critical at this time.

1. IT Director/Manager: This position would be responsible for long term planning of IT projects and needs, provide immediate on-site response to IT issues, and provide management of our outside support consultants.

2. Fire Service: Currently each station operates with only one full time person on a shift at a time often leaving that person to respond to calls alone until back up arrives or leaving the station unattended when called out. Adding a 4th position would provide the extra support needed as our population and call volume grows. A full-time fire chief was also identified in Mr. Young’s report and Town Manager Burns will be assigning the current Chief’s the task of looking at the future of the fire departments and what that might look like with one chief.

4. Energy and Climate Coordinator: This position would be responsible for developing a town energy plan, study and evaluate sources of alternative energy, and identify more efficient and economical energy resources within the town

5. Assistant Town Manager: This position would assist the Town Manager on a variety of broader town management issues involving town-wide planning, continuing issues and special projects as assigned. This may include program and policy development and implementation, and coordinating between Town Officials, employees and citizens.

6. HR Generalist: This position would assist HR in benefit coordination; onboarding/off-boarding and the hiring process; immediate employee needs such as address changes, benefit questions and changes, workers comp filings, and policy updates.

Some other areas that were identified by Mr. Young were part-time help in the Code Office, Clerks Office and Public Works. We are currently able to address these needs as they come up and provide extra support on a part-time and seasonal basis when needed. He acknowledged the need for an economic development director and currently we are working with contractor who will fill this role for the time being.

As the Town continues to grow and demand for town services increases additional staff and resources will
become a critical need. These are some suggested positions that we believe will benefit the town as we move forward.

<table>
<thead>
<tr>
<th>RECOMMENDATION:</th>
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<tbody>
<tr>
<td>PROPOSED MOTION: Discussion only</td>
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<th>FISCAL IMPACT:</th>
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<td>DEPARTMENT LINE ITEM ACCOUNT:</td>
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<td>BALANCE IN LINE ITEM IF APPROVED:</td>
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</table>

Prepared by: Kathryn Lagasse, HR Director

Reviewed by: [Signature]
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: July 23, 2019

DATE ACTION REQUESTED: July 29, 2019

SUBJECT: Exploration of Bog Road Property for use as Dog Park

☐ ACTION
☐ DISCUSSION ONLY

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
With the approval of the Board on February 11th, the Friends of York Dog Park (an independent 501-C3), the Parks and Recreation Department, along with several Town Employees, have met several times to identify Town owned properties that may be suited for use as a community dog park.
The following pieces of property were identified as Town-owned, and worthy of consideration.

<table>
<thead>
<tr>
<th>Property</th>
<th>Pro's</th>
<th>Con's</th>
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<tbody>
<tr>
<td>Goodrich Park</td>
<td>• Town owned</td>
<td>• Deed restrictions</td>
</tr>
<tr>
<td></td>
<td>• Potential for Town utilities and restroom facilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Parking</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Centrally located</td>
<td></td>
</tr>
<tr>
<td>Land along Short Sands Road</td>
<td>• Green Enterprise Zone</td>
<td>• Uncertainty as to future use(s) of the property</td>
</tr>
<tr>
<td></td>
<td>• Centrally located</td>
<td></td>
</tr>
<tr>
<td>Bog Road (adjacent to Mackey Skate Park)</td>
<td>• Town owned</td>
<td>• Wetlands</td>
</tr>
<tr>
<td></td>
<td>• Already established as community recreation area</td>
<td>• Size of the space available</td>
</tr>
<tr>
<td></td>
<td>• Potential for water</td>
<td>• No parking on the road</td>
</tr>
<tr>
<td></td>
<td>• Potential for parking expansion</td>
<td>• Proximity to neighbors</td>
</tr>
<tr>
<td></td>
<td>• Good landscape for providing shade</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Centrally located</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Potential for shared water with existing well</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Advantages</td>
<td>Disadvantages</td>
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<tr>
<td>-----------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Town Farm</td>
<td>• Centrally located&lt;br&gt; • Natural landscape with opportunity for shade&lt;br&gt; • Access to Town utilities</td>
<td>• Proximity to gardens&lt;br&gt; • Proximity to neighbors&lt;br&gt; • Limited parking</td>
</tr>
<tr>
<td>Edison Drive (off of Woodbridge Road, adjacent to the old CMP building)</td>
<td>• Centrally located&lt;br&gt; • Potential for parking&lt;br&gt; • Access to Town utilities</td>
<td>• Wetlands&lt;br&gt; • Low growth landscape with little to no shade&lt;br&gt; • Proximity to neighbors</td>
</tr>
<tr>
<td>Rte. 1 DOT property</td>
<td>• Acreage&lt;br&gt; • Centrally located&lt;br&gt; • Town utilities</td>
<td>• Access due to Rte. 1 traffic</td>
</tr>
<tr>
<td>Lake Caroline</td>
<td>• Town owned</td>
<td>• Abutter concerns&lt;br&gt; • Proximity to neighbors&lt;br&gt; • Not centrally located</td>
</tr>
<tr>
<td>Sewall’s Pasture Road (old dump)</td>
<td>• Potential for expanded parking&lt;br&gt; • Landscape&lt;br&gt; • Potential for shade</td>
<td>• No Town utilities&lt;br&gt; • Not centrally located&lt;br&gt; • Potential zoning concerns</td>
</tr>
<tr>
<td>Ramsdell property</td>
<td>• Town owned&lt;br&gt; • Somewhat centrally located</td>
<td>• Environmental testing&lt;br&gt; • Poor environment&lt;br&gt; • No Town utilities</td>
</tr>
</tbody>
</table>

At this time, the Friends of York Dog Park have identified the Bog Road location as having the best potential for housing a dog park. We are seeking Selectmen approval to explore this property further. Additional exploration may include a study of the land survey (attached) along with a wetland delineation to determine exact amount and landscape of usable area, draft of park design to include adequate parking, consultation with the Mackey Skate Park folks, etc. Selectmen approval for continued exploration of this location is critical to the fundraising efforts of the Friends. The fundraising effort will support the expenses incurred to further study this piece of property to determine its suitability for the recommended use as a dog park.

RECOMMENDATION: The Friends of York Dog Park recommends approval, by the Board, to continue to explore Town-owned Land on Bog Road, adjacent the Mackey Skate Park, for use as a community dog park.
PROPOSED MOTION: I move to approve the continued exploration, by the Friends of York Dog Park, of the Town-owned land, adjacent the Mackey Skate Park, for use as a community dog park.

FISCAL IMPACT: No impact to the Town at this time, funds will be raised by the Friends of York Dog Park.

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: [Signature]

REVIEWED BY: [Signature]
Form 1023-EZ
Streamlined Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

Department of the Treasury
Internal Revenue Service

Information about Form 1023-EZ and its separate instructions is at www.irs.gov/form1023

Check this box to attest that you have completed the Form 1023-EZ Eligibility Worksheet in the current Instructions, are eligible to apply for exemption using Form 1023-EZ, and have read and understand the requirements to be exempt under section 501(c)(3).

Yes ❌ No

Have your annual gross receipts exceeded $50,000 in any of the past 3 years and/or do you project that your annual gross receipts will exceed $50,000 in any of the next 3 years? If yes, stop. Do not file Form 1023-EZ. See Instructions.

Yes ❌ No

Do you have total assets that the fair market value of which is in excess of $250,000? If yes, stop. Do not file Form 1023-EZ. See Instructions.

Yes ❌ No

Part I Identification of Applicant

1a. Full Name of Organization
   FRIENDS OF YORK DOG PARK

1b. Care Of Name (If applicable)
   ANN PETERSON

1c. Mailing Address (number, street, and room/suite). Use P.O. box, see instructions.
   1 YORK STREET

1d. City & State
   YORK, ME

1e. Zip Code + 4
   03909-0000

2. Employer Identification Number
   83-3559439

3. Month Tax Year Ends (MM)
   12

4. Person to Contact if More Information Is Needed
   ANN PETERSON

5. Contact Telephone Number
   207-351-2777

6. Fax Number (optional)

7. User Fee Submitted
   $275.00

8. List the names, titles, and mailing addresses of your officers, directors, and/or trustees. (If you have more than five, see instructions.)

   First Name: ANN Last Name: PETERSON Title: TREASURER
   Street Address: 1 YORK STREET

   First Name: KELLI Last Name: KROHN Title: CHAIRMAN
   Street Address: 30A MOULTON LANE

   First Name: STEPHEN Last Name: BRACCIOTTI Title: VICE CHAIRMAN
   Street Address: 7 RIDGEWOOD TRAIL

   First Name: JACQUELINE Last Name: GRANT Title: SECRETARY
   Street Address: 2 WITHERS WAY

   First Name: Last Name: Title:
   Street Address:

9a. Organization's Website (If available)
   FRIENDSOFYORKDOGPARK.ORG

b. Organization's Email (optional)

Part II Organizational Structure

1. To file this form you must be a corporation, an unincorporated association, or a trust. Select the box for the type of organization.

   ☐ Corporation ☑ Unincorporated association ☐ Trust

2. Check this box to attest that you have the organizing document necessary for the organizational structure indicated above.
   (See the Instructions for an explanation of necessary organizing documents.)

3. Date incorporated if a corporation, or formed if other than a corporation (MM/HH/YY)
   04052019

4. State of Incorporation or other formation
   Maine

5. Section 501(c)(3) requires that your organizing document must limit your purposes to one or more exempt purposes within section 501(c)(3).
   ☑

6. Section 501(c)(3) requires that your organizing document must expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.
   ☑

7. Section 501(c)(3) requires that your organizing document must provide that upon dissolution your remaining assets be used exclusively for section 501(c)(3) exempt purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.
   ☑

For Paperwork Reduction Act Notice, see the Instructions.
Part III  Your Specific Activities

1. Briefly describe the organization's mission or most significant activities (limit 250 characters)

   To raise money to build a dog park that will be located in the town of York Maine, on property owned by the town.

2. Enter the appropriate 3-character NTEE Code that best describes your activities (See the Instructions);

   D12

3. To qualify for exemption as a section 501(c)(3) organization, you must be organized and operated exclusively to further one or more of the following purposes. By checking the box or boxes below, you attest that you are organized and operated exclusively to further the purposes indicated. Check all that apply:

   - Charitable
   - Religious
   - Educational
   - Scientific
   - Literary
   - Testing for public safety
   - Prevention of cruelty to children or animals
   - To foster national or international amateur sports competition

4. To qualify for exemption as a section 501(c)(3) organization, you must:
   - Refrain from supporting or opposing candidates in political campaigns in any way.
   - Ensure that your net earnings do not inure to the benefit of private shareholders or individuals (that is, board members, officers, key management employees, or others);
   - Not be organized or operated for the primary purpose of conducting a trade or business that is not related to your exempt purpose(s);
   - Not devote more than an insubstantial part of your activities attempting to influence legislation or, if you made a section 501(h) election, not normally make expenditures in excess of expenditure limitations outlined in section 501(h);
   - Not provide commercial-type insurance as a substantial part of your activities.

5. Do you or will you attempt to influence legislation? (If yes, consider filing Form 5768. See the instructions for more details.)

   Yes  No

6. Do you or will you pay compensation to any of your officers, directors, or trustees? (Refer to the instructions for a definition of compensation)

   Yes  No

7. Do you or will you donate funds to or pay expenses for individual(s)?

   Yes  No

8. Do you or will you conduct activities or provide grants or other assistance to individual(s) or organization(s) outside the United States?

   Yes  No

9. Do you or will you engage in financial transactions (for example, loans, payments, rents, etc.) with any of your officers, directors, or trustees, or any entities they own or control?

   Yes  No

10. Do you or will you have unrelated business gross income of $1,000 or more during a tax year?

     Yes  No

11. Do you or will you operate bingo or other gaming activities?

     Yes  No

12. Do you or will you provide disaster relief?

     Yes  No

Part IV  Foundation Classification

Part IV is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status.

1. Are you applying for recognition as a church, school, or hospital (described in section 170(b)(1)(A)(i), (ii), or (iii) of the Internal Revenue Code)? If yes, stop. Do not file Form 1023. See Instructions

   Yes  No

2. If you qualify for public charity status, check the appropriate box (2a - 2c below) and skip to Part V below

   a. Select this box to attest that you normally receive at least one-third of your support from public sources or you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization. Sections 509(a)(1) and 170(b)(1)(A)(vi)

5. If you are not described in Items 2a - 2c above, you are a private foundation. As a private foundation, you are required by section 508(e) to have specific provisions in your organizing document, unless you rely on the operation of state law in the state in which you were formed to meet these requirements. These specific provisions require that you operate to avoid liability for private foundation excise taxes under sections 4941-4945

   Select this box to attest that your organizing document contains the provisions required by section 508(e) or that your organizing document does not need to include the provisions required by section 508(e) because you rely on the operation of state law in your particular state to meet the requirements of section 508(e). (See the instructions for explanation of the section 508(e) requirements.)

   Yes  No
Part V  Reinstatement After Automatic Revocation

Complete this section only if you are applying for reinstatement of exemption after being automatically revoked for failure to file required annual returns or notices for three consecutive years, and you are applying for reinstatement under section 4 or 7 of Revenue Procedure 2014-11. (Check only one box.)

1  ☐ Check this box if you are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By checking this box, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. (See the instructions for requirements.)

2  ☐ Check this box if you are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filing this application.

Part VI  Signature

☒ I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

ANN PETERSON
(Type name of signer)

TREASURER
(Type title or authority of signer)

06/25/2019
(Date)
REQUEST FOR ACTION BY BOARD OF SELECTMEN

<table>
<thead>
<tr>
<th>DATE SUBMITTED: July 25, 2019</th>
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<td>DATE ACTION REQUESTED: July 29, 2019</td>
<td>□ DISCUSSION ONLY</td>
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<tr>
<td>SUBJECT: Preference Votes</td>
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DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: There was some controversy about preference votes at the May Special General Referendum. This isn’t the first time that has been the case. Moving forward, the best course of action to minimize future controversy is to have clear written policies about all preference votes.

Note the term, “preference vote,” is not used in the Charter or Statutes. These use the word, “recommendation.” Despite us referring to preference votes, the actual language that appears on our ballots uses the term recommendation.

Preference votes are called out in the Town Charter (see Article II, Sections11.F and 12.B) for budget purposes only. The Budget Committee makes its recommendations on budget articles. The Board of Selectmen or School Committee make recommendations on any articles which affect its respective appropriations, and all three make recommendations on certain school construction projects. A word search of the Charter on, “recommendations,” turns up only these two paragraphs of the Charter. The word, “preference,” shows up only once and in a completely different context. In a manual search I found no other instances of preference votes or similar language.

With regard to Statutes, Title 30-A MRS Sect. 2528(5)(B) calls for a preference vote of the Board of Selectmen on all articles which call for an appropriation of money. Interestingly, this includes school articles. The section then goes on to call for preference votes of the Budget Committee for all these same articles, and of the School Committee for articles affecting the school budget. Further on, in Sect. 2528(6)(E) the statute indicates that instructions MAY be printed on the ballot. Nothing else is permitted. There is also Title 30-A MRS Sect. 3002(3) which establishes the basic form of the ballot question, but it’s not particularly relevant to the matter at hand. (Copies of all these are attached.)

There is an e-mail from Attorney Michael Lichtenstein of MMA Legal, also attached. MMA’s position is that the ballot itself should have no preference votes or statements of fact. Those can be published elsewhere, for instance on the warrant, but that the ballot itself should be limited to the question itself. Upon research into this matter, Town Attorney Mary Costigan has come to this same conclusion. The Board of Selectmen have the ultimate power to decide what goes on the ballot, but the ballot itself should be reduced to just the questions (other than budget articles).
This is a big change from past practice. Really big. I think it also means that there wouldn’t be statements of fact for the budget articles on the ballot, either — only the preference votes.

This is an action item on the agenda, but I have no proposed action or motion. I’m not sure any action is necessary, but I’m leaving that to the Board to decide.

RECOMMENDATION:

PROPOSED MOTION:

Prepared by Stephen H. Burns, Town Manager:
Section 11: AMENDMENT OF PROPOSED MUNICIPAL AND SCHOOL BUDGETS

A. Within fourteen (14) days after the public hearing(s), the Budget Committee shall meet to consider amendments to the proposed municipal and school budgets. The Budget Committee may meet as many times as necessary to do so, provided all meetings are open to the public.

B. The Budget Committee shall take public comment from registered voters and taxpayers at all meetings including the public hearings.

C. In amending the municipal and school budgets, the Budget Committee may increase or decrease any proposed amounts except amounts approved by the State Board of Education in granting concept approval for school construction projects, expenditures required by law or for debt service or for estimated cash deficit.

D. At least fifty (50) days prior to the date set for the Budget Referendum or Special Budget Referendum, the Budget Committee shall return to the Town Manager the municipal and school budgets to be voted upon by the registered voters of the Town at the Budget Referendum or Special Budget Referendum.

E. The amount submitted to the voters in a Budget Referendum or any Special Budget Referendum article for a school construction project that has received concept approval from the State Board of Education shall be the amount approved by the State Board of Education.

F. After the Budget Committee has made its final recommendations for the municipal and school budgets, the Budget Committee shall submit these final budgets to the Town Manager who within three (3) days from his receipt thereof shall return to the Selectmen and the School committee their respective budgets for their recommendations, which recommendations shall be included upon the ballot. The ballot for a school construction project that has received concept approval from the State Board of Education shall include the recommendations of the Budget Committee, the Board of Selectmen and the School Committee.
Section 12: APPROVAL OF TOWN AND SCHOOL BUDGETS
APPROPRIATIONS BY VOTERS

A. Upon receipt of municipal and school budgets from the Budget Committee, the Town Manager shall prepare a composite budget containing the municipal and school budgets, such composite budget being hereinafter referred to as the Town Budget.

B. In addition to the final determinations of the Budget Committee, which shall be voted upon at the Budget Referendum and/or the Special Budget Referendum, in all articles that require the public to vote upon an appropriation of money by the municipality effecting either the municipal or school budgets, the ballot shall contain, for the information of the voter only, the recommendations of the municipal officers and the school committee, as required by State Statute.

C. The Town Manager shall publish in one or more newspapers of general circulation in the town a notice that a vote on the Town Budget shall be held not less than thirty (30) days from the date of the published notice. The Town Clerk shall prepare the necessary ballot for said voting with a brief description of each budget line-item as presented by the Town Manager. Such ballot shall ask the following question for each budget line-item:

"Shall the Board of Selectmen adopt this line-item of the Town Budget as proposed by the Budget Committee?

Yes ________ No _______

D. All time limits and public hearings shall be scheduled in accordance with State Statutes.

Section 13: COPIES OF THE PROPOSED LINE-ITEM TOWN BUDGET PROVIDED TO VOTERS

A. Copies of the proposed Town Budget and a specimen ballot to be voted upon at the Budget Referendum shall be mailed or distributed to all registered voters of the Town at least fourteen (14) days prior to the referendum date.
Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 3: MUNICIPAL AFFAIRS

Chapter 121: MEETINGS AND ELECTIONS

Subchapter 2: TOWN MEETINGS AND ELECTIONS

§2528. Secret ballot

The following provisions govern a town's use of a secret ballot for the election of town officials or for municipal referenda elections. A vote by secret ballot takes precedence over a vote by any other means at the same meeting. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Acceptance by town. When any town accepts this section at a meeting held at least 90 days before the annual meeting, the provisions of this section apply to the election of all town officials required by section 2525 to be elected by ballot, except the moderator, who shall be elected as provided in section 2524, subsection 2.

A. The provisions of this section relating to the nomination of town officials by political caucus apply only when a town separately accepts those provisions at a meeting held at least 90 days before the annual meeting. If any town accepts those provisions, they remain effective until the town votes otherwise. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A town may accept only the provisions of subsection 4, relating to the nomination of town officials, as provided in section 2527. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Designation, number and terms of officials. At the time of acceptance, the town shall determine, by a separate article in the warrant, which other officials are to be elected according to this section, and may determine the number and terms of selectmen, assessors and overseers according to section 2526.

A. After the determination under this subsection, a town may not change the designation, number or terms of town officials, except at a meeting held at least 90 days before the annual meeting. [1987,
3. Voting place specified; polls. The warrant for a town meeting for the election of officials must specify the voting place, which must be in the same building or a building nearby where the meeting is to be held. The warrant for a town meeting for the election of officials that occurs at the same time as voting in federal, state or county elections, but not at the same time as a town meeting held for other purposes, may specify the same voting places as those used by the town for federal, state or county elections. The warrant must specify the time of opening and closing the polls, which must be kept open at least 4 consecutive hours.

A. In the warrant for a town meeting under this section, the municipal officers may designate the date of the election and designate another date within 14 days of the date set for elections as the time for considering the other articles of business in the warrant. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 2003, c. 569, §1 (AMD).]

4. Nomination papers; caucuses. The nomination for any office shall be made by nomination papers or by political caucus as provided in this subsection.

A. The municipal clerk shall make nomination papers available to prospective candidates during the 40 days before the filing deadline. Before issuing nomination papers, the clerk must complete each sheet by writing in the name of the candidate and the title and term of office being sought.

(1) Nomination papers must be signed by the following number of voters based on the population of the town according to the last Federal Decennial Census of the United States:

(a) Not less than 3 nor more than 10 in towns with a population of 200 or less;
(b) Not less than 10 nor more than 25 in towns with a population of 201 to 500; and
(c) Not less than 25 nor more than 100 in towns with a population of more than 500.

(2) Each voter who signs a nomination paper shall add the voter's residence with the street and number, if any. The voter may sign as many nomination papers for each office as the voter chooses, regardless of the number of vacancies to be filled. [1995, c. 102, §1 (AMD).]

B. At the end of the list of candidates for each office, there must be left as many blank spaces as there are vacancies to be filled in which a voter may write in the name and, if residence in the municipality is not a requirement to hold office, municipality of residence of any person for whom the voter desires to vote. A sticker may not be used to vote for a write-in candidate in any municipal election other than a primary election. [1991, c. 83, §1 (AMD).]
C. Completed nomination papers or certificates of political caucus nomination must be filed with the clerk during business hours by the 60th day prior to election day. They must be accompanied by the written consent of the person proposed as a candidate agreeing:

(1) To accept the nomination if nominated;

(2) Not to withdraw; and

(3) If elected at the municipal election, to qualify as such municipal officer.

When these papers and certificates are filed, the clerk shall make them available to public inspection under proper protective regulations. The clerk shall keep them in the office for 6 months. [2017, c. 248, §9 (AMD).]

D. A nomination paper or a certificate of political caucus nomination that complies with this section is valid unless a written objection to it is made to the municipal officers by the 58th day prior to election day.

(1) If an objection is made, the clerk shall immediately notify the candidate affected by it.

(2) The municipal officers shall determine objections arising in the case of nominations. Their decision is final. [2017, c. 475, Pt. C, §9 (AMD).]

E. Notwithstanding this subsection, when the municipal officers determine to fill a vacancy under section 2602, which must be filled by election, the municipal officers may designate a shorter time period for the availability of nomination papers, but not less than 10 days before the filing deadline, and may designate a shorter time period for the final date for filing nomination papers, but not less than the 14th day before election day. Notice of the designation shall be posted in the same place or places as town meeting warrants are posted and local representatives of the media shall be notified of the designation. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[2017, c. 475, Pt. C, §9 (AMD).]

5. Referendum questions. By order of the municipal officers or on the written petition of a number of voters equal to at least 10% of the number of votes cast in the town at the last gubernatorial election, but in no case less than 10, the municipal officers shall have a particular article placed on the next ballot printed or shall call a special town meeting for its consideration. A petition or order under this subsection is subject to the filing provisions governing nomination papers under subsection 4.

The municipal officers shall hold a public hearing on the subject of the article at least 10 days before the day for voting on the article. At least 7 days before the date set for the hearing, the municipal officers shall give notice of the public hearing by having a copy of the proposed article, together with the time and place of hearing, posted in the same manner required for posting a warrant for a town meeting under section 2523. The municipal officers shall make a return on the original notice stating the manner of notice and the time it was given.
A. The requirement for public hearing is not a prerequisite to the valid issuance of any bond, note or other obligation of a municipality authorized to borrow money by vote under any such particular article. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. If a particular article to be voted on by secret ballot requests an appropriation of money by the municipality, the article, when printed in the warrant and on the ballot, must be accompanied by a recommendation of the municipal officers.

   (1) If by town meeting vote or charter provision, a budget committee has been established to review proposed town expenditures, the recommendations of the budget committee shall be printed in addition to those of the municipal officers.

   (2) If the action affects the school budget, a recommendation by the school board shall be printed in addition to those of the municipal officers and the budget committee, if any. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. If the warrant for a town meeting contains only articles for the election of the moderator and one or more referendum questions to be voted on by secret ballot, the municipal officers may specify the same voting places as those used by the town for federal, state or county elections. [2003, c. 569, §2 (NEW).]

   [ 2003, c. 569, §2 (AMD) . ]

6. Ballots, specimen ballots and instruction cards. The clerk shall prepare ballots, specimen ballots and instruction cards according to the following provisions.

A. The ballot shall contain the names of properly nominated candidates arranged under the proper office designation in alphabetical order by last name. It may contain no other names. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. At the end of the list of candidates for each office, there must be left as many blank spaces as there are vacancies to be filled in which a voter may write in the name and, if residence in the municipality is not a requirement to hold office, municipality of residence of any person for whom the voter desires to vote. A sticker may not be used to vote for a write-in candidate in any municipal election other than a primary election. [1991, c. 83, §2 (AMD).]

C. Any question or questions required by law to be submitted to a vote shall be printed either below the list of candidates or on a separate ballot from the ballot listing candidates. If a separate ballot is used, this ballot must be a different color than the ballot listing candidates. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
D. A square shall be printed at the left of the name of each candidate, and 2 squares shall be printed at the left of any question submitted with "yes" above one and "no" above the other, so that a voter may designate the voter's choice clearly by a cross mark (X) or a check mark ( ). [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. Words of explanation such as "Vote for one" and "Vote yes or no" may be printed on the ballot. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. Ballots must be uniform in size. On the ballot must appear "Official Ballot for the Town of ....," the date of election and a facsimile of the signature of the clerk. [1993, c. 608, §7 (AMD).]

G. A sufficient number of ballots shall be printed, photocopied or otherwise mechanically reproduced and furnished, and a record of the number shall be kept by the clerk. The printed ballots shall be packaged in convenient blocks so that they may be removed separately. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

H. Ten or more specimen ballots printed on paper of a distinctive color without the endorsement of the clerk shall be provided. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

I. Instruction cards containing the substance of Title 21-A, sections 671 to 674, 681, 682, 692 and 693, to guide voters in obtaining and marking ballots and to inform them of penalties for improper conduct shall be printed. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

J. The ballots and specimen ballots shall be packed in sealed packages with marks on the outside specifying the number of each enclosed. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

K. When voting machines are used, the clerk shall prepare and furnish ballot labels that comply, as nearly as practicable, with the provisions of this section which apply to ballots. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1993, c. 608, §7 (AMD) . ]

6-A. Candidate withdrawal; new ballots. The following provisions govern the withdrawal of a candidate from an elective race.
A. A candidate may withdraw from an elective race by notifying the municipal clerk in writing of the candidate's intent to withdraw and the reason for withdrawal at least 60 days before the election. This notice must be signed by the candidate and must be notarized. [2017, c. 475, Pt. C, §10 (AMD).]

B. Within the 60-day period before an election, the municipal clerk may allow a candidate to withdraw from an elective race. A candidate who requests to withdraw within the 60-day period before an election shall notify the municipal clerk in writing of the candidate's intent to withdraw and the reason for withdrawal. This notice must be signed by the candidate and must be notarized. [2017, c. 475, Pt. C, §10 (AMD).]

C. The municipal clerk shall ensure that new ballots are produced, if necessary, to reflect the withdrawal of a candidate from an elective race. [1993, c. 608, §8 (NEW).]

6-B. Inspection of ballots in an election. Upon receipt of a package or box containing absentee ballots for an election, the municipal clerk may open the sealed package or box of ballots and verify that the ballots do not contain any errors and that the correct number of ballots has been received. The clerk may then proceed to issue absentee ballots in response to pending requests. Upon receipt of a package or box containing regular ballots for an election, the clerk may open, in the presence of one or more witnesses, the sealed package or box of ballots and verify that the ballots do not contain any errors and that the correct number of ballots has been received. Ballots to be used for testing electronic tabulating devices may be removed at this time and immediately marked with the word "TEST" across the front side of the ballot in black or blue indelible ink. The clerk shall keep a record of the number of ballots used for testing purposes and seal the record with the test ballots in a container labeled "TEST BALLOTS" at the conclusion of the testing. The clerk shall then reseal the package or box of regular ballots and secure the package or box of ballots until election day, when it is delivered to the warden at the polling place.

7. Specimen ballot posted. At least 4 days before the election, the clerk shall have posted in one or more conspicuous, public places a specimen ballot or a list, substantially in the form of a ballot, containing the name and office designation of each candidate.

8. Ballot clerks. Before the polls are opened, the selectmen shall appoint the necessary number of ballot clerks as provided in Title 21-A, section 503. When there are vacancies after the polls are opened, the moderator shall appoint replacement clerks. The ballot clerks shall be sworn before assuming their duties.

A. On election day, before the polls are opened, the clerk shall deliver the ballots to the ballot clerks and shall post an instruction card at each voting compartment and at least 3 instruction cards and 5 specimen ballots in the voting room outside the guardrail enclosure. [1987, c. 737, Pt. A, §2
B. The ballot clerks shall give a receipt to the clerk for the ballots received by them. The clerk shall keep the receipt in the clerk's office for 6 months. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Ballots may not be delivered to the voters until the moderator has been elected. The moderator may appoint a qualified person to act as temporary moderator during a temporary absence from the polling place. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The selectmen shall prepare a duplicate incoming voting list for the use of the ballot clerks. The law pertaining to incoming voting lists applies equally to duplicate incoming voting lists. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

9. After votes counted, ballots delivered to clerk. After the ballot clerks have counted and tabulated the votes cast, the moderator shall deliver the ballots to the clerk who shall seal them in a suitable package and keep them in the clerk's office for 2 months.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

10. Election by plurality vote; tie vote. Election must be by plurality vote. In the case of a tie vote, the meeting must be adjourned to a day certain, when ballots are again cast for the candidates tied for the office in question, unless all but one tied candidate withdraw from a subsequent election by delivering written notice of withdrawal signed by the candidate and notarized to the municipal offices within the 7-day period following the election. After the 7-day period has expired, the municipal officers shall call a run-off election between the remaining candidates by posting a warrant in the manner required for calling a town meeting. If only one candidate remains, that candidate is declared the winner and sworn into office.

If the meeting is adjourned sine die before a tie vote is resolved or the tie vote is discovered after the meeting adjourns sine die and more than one candidate remains, a new meeting must be called to conduct a run-off election by the method described in this subsection.

[1987, c. 733, §1 (AMD).]

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

Office of the Revisor of Statutes (mailto:webmaster.revisor@legislature.maine.gov) · 7 State House Station · State House Room 408 · Augusta, Maine 04333-0007

Data for this page extracted on 01/18/2019 12:40:56.
§3002. Enactment procedure

Unless otherwise provided by charter or law, a municipality must enact ordinances by the following procedure. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Posted. The proposed ordinance must be attested and posted in the manner provided for town meetings. If a proposed ordinance or comprehensive plan exceeds 10 pages in length, it is sufficient to satisfy this posting requirement that the warrant and the warrant article related to the adoption of the ordinance or plan includes a statement that copies of the text of the ordinance or plan and map, if any, are available from the town clerk. [1993, c. 374, §1 (AMD).]

2. Certification. The municipal officers shall certify one copy of the proposed ordinance to the municipal clerk at least 7 days before the day of meeting. The clerk shall keep that copy as a public record and shall make copies available for distribution to the voters from the time of certification. Copies shall be made available at the town meeting.

A. No ordinance of any municipality subject to this subsection may be held invalid due to the municipality’s failure to comply with this subsection unless the plaintiff is prejudiced or harmed by that failure. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

3. Question. The subject matter of the proposed ordinance shall be reduced to the question: "Shall an ordinance entitled "be enacted?" and shall be submitted to the town meeting for action either as an article in the warrant or a question on a secret ballot. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Application. Subsections 1, 2 and 3 do not apply to ordinances which may be enacted by the municipal officers.
[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

SECTION HISTORY

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

Office of the Revisor of Statutes, mahepwebmaster@PaulLegislature.maine.gov; 7 State House Station, State House; Room 108; Augusta, Maine 04333-0007

Data for this page extracted on 01/18/2019 12:46:56.
Steve,

Municipalities are not required by state law to have a budget committee. As purely local creations, their powers are prescribed by the municipality and not by state law.

Recommendations, other than those required by statute to accompany appropriations articles, may not appear on ballots, as explained in greater detail by the Legal Note, below:

Explanations on Warrants

Maine Town & City - February, 2019

Question: Is there any law prohibiting us from including explanations on a town meeting warrant?

Answer: No, there isn’t. In fact, whenever an article to be voted on by secret ballot calls for an appropriation of money, State law requires that the article as printed on both the warrant and the ballot be accompanied by the recommendations of the municipal officers (selectmen) and the budget committee if there is one (see 30-A M.R.S. § 2528(5)(B)). Moreover, if it’s a school budget article, the school board’s recommendation must also be included.

But whereas explanations, including recommendations, are permissible on warrants, they are generally not allowed on ballots except for the required recommendations for appropriations (see above). It’s true that 30-A M.R.S. § 2528(6)(E) permits “words of explanation” on ballots, but we’re confident this authorizes only voting instructions, such as “Vote yes or no.” It does not authorize explanations or recommendations on a ballot except as otherwise specifically required by law (again, see above).

Back to explanations on warrants, here’s some advice: (1) include them only if necessary or helpful, (2) keep them brief and factual, and (3) distinguish them from the articles themselves by using a separate line and italics or parentheses or both.

For much more on the preparation of town meeting warrants, see MMA’s Town Meeting & Elections Manual, available free to members at www.memun.org. (By R.P.F.)

I hope that this answers your question. Please feel free to call or email if you have additional questions.

Sincerely,

Michael Lichtenstein, Staff Attorney
Legal Services Department
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: July 23, 2019

ACTION

DATE ACTION REQUESTED: July 29, 2019

DISCUSSION ONLY

SUBJECT: Global Covenant of Mayors for Climate & Energy

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Energy Steering Committee and others have urged the Board of Selectmen to sign on to this global initiative to address climate change. Signing on commits significant public resources to the matters of climate change and energy conservation. Please let me repeat this. The no-cost vote to sign on to the Covenant of Mayors brings with it an open-ended, on-going financial commitment to staffing, research, purchases, spending alteration and so forth that is not inconsequential. I can’t quantifiy this for you because it’s well beyond my comprehensive at this time.

The Global Covenant of Mayors website was not user-friendly. Fortunately, Google searches provide a reasonable work-around. After a bit of searching, I found a document which defines, “compliance,” which is a listing of the short-term expectations that come with joining. Obviously there are long-term expectations if policies are expected to deliver declining GHG emissions through 2050 and beyond, but this document provides to us the initial glimpse. It is critical the Board read this 10-page document to get an idea of the proposed commitment.

As was pointed out by the Energy Steering Committee, we’re already part way through the list found in the table on page 4 of the compliance report. Note that there is a 3-year expectation of completion and publication of a Climate Adaptation Plan. Recall this was the plan for which $100,000 to $150,000 (plus $10,000 up front to get us started) was requested by the Energy Steering Committee on June 24th. If that plan needs to be completed within 3 years of signing up, we’re going to need to authorize the funding in FY21 and/or FY22. We will also need to commit staff to do all the reporting. I think our Vista volunteer could help up front, but this will impact staffing for years on into the future. While I presented last night that I will use the new Town Engineer position to address a few isolated energy issues, energy will definitely not be their primary focus. If the Board is looking to jump seriously into the climate/energy arena then I will be requesting staff to handle this added responsibility. If you want to do it, then please do it well.

Your choices are to sign on to the Global Covenant, decide to pursue some other course of action to address climate change, or do nothing.
RECOMMENDATION: I recommend the Board sign on to the Global Covenant of Mayors for Climate and Energy if and only if the Board is ready to support and advocate for financial and staffing resources to follow through on the commitment.

PROPOSED MOTION: I move to sign on to the Global Covenant of Mayors for Climate and Energy.

Prepared by Stephen H. Burns, Town Manager:
Global Covenant of Mayors: A Definition of Compliance

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Please note that the requirements detailed in this document are valid through to the end of 2018. The Global Covenant of Mayors is in the process of finalizing new initiative-wide compliance requirements that will go into effect on January 1, 2019.
Introduction
As of January 1, 2017, the Compact of Mayors has merged with the EU Covenant of Mayors to form the Global Covenant of Mayors for Climate & Energy. The Global Covenant is the largest alliance of cities and local governments with a shared long-term vision of promoting and supporting voluntary action to combat climate change and move to a low emission, resilient society. Much like the Compact, the Global Covenant offers cities² the opportunity to be recognized as leaders in local climate change.

Important: The definition of compliance is intended to guide cities that initially committed to the Compact of Mayors through the steps of compliance. Cities that already made a commitment to the EU Covenant of Mayors should follow reporting requirements as established under that initiative and report through the Covenant of Mayors Extranet platform. The Global Covenant of Mayors is in the process of finalizing new initiative-wide compliance requirements that will go into effect in 2019.

To commit to the Global Covenant, please visit the Global Covenant website and download the Letter of Commitment template. Once the mayor, or equivalent legal representative authority, has signed the letter of commitment, the city is asked to comply with a series of requirements over a timeframe of three years.

I. Compliance
Cities that committed either under the Global Covenant of Mayors or under the Compact of Mayors are required to meet annual requirements over the course of three years³ and report on their progress annually.

I.1. Annual Reporting
When joining the Global Covenant, cities commit to reporting their climate action data annually through the CDP, carbonn or EU Covenant of Mayors myExtranet² platforms to show their progress and be awarded the relevant badges.

Cities reporting data against the requirements detailed in this document can use the reporting platforms below. The reported data is fully reviewed and audited annually.
- CDP
- carbonn Climate Registry (cCR)

Cities that committed to both Compact and EU Covenant of Mayors initiatives may report through any of the reporting platforms³.

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² Cities and towns of any size are invited to report to the Global Covenant of Mayors. The term “city” is used throughout this document to refer to geographically discernible subnational entities of any size, such as communities, townships, cities, and neighbourhoods. In this document, “city” is also used to indicate all levels of subnational jurisdiction as well as local government as legal entities of public administration.
³ Please note that the Global Covenant of Mayors is in the process of finalizing new initiative-wide compliance requirements that will go into effect on January 1, 2019. The aim is to ensure minimum disruption between existing Compact and future GCoM requirement.
I.2. Compliance Badges

Compliance requirements evolve from one year to the next and are linked to the city’s commitment year. Each requirement contains a mitigation and an adaptation component. Advancing along the stages of Global Covenant compliance annually will allow cities to create a robust climate mitigation and adaptation strategy.

Badges are awarded online on a Global Covenant of Mayors city profile when a city meets the relevant requirements. If a city has met some of those requirements already, the corresponding badges will be awarded regardless of their commitment year. Please see Figure 1 below for further information on the badges.

Figure 1: Compliance Badges

Failure to report required data annually could result in cities losing already-earned badges. Please see Table 1 below for an overview of the Global Covenant’s compliance requirements by year.
### Table 1: Global Covenant Compliance Requirements per Year (valid through to the end of 2018)

<table>
<thead>
<tr>
<th>Compliance level</th>
<th>Year 0</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commitment to reduce GHG emissions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commitment to address climate change risks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City-wide GPC emissions inventory (CO₂, Scope 1 and 2 Stationary Energy and Transport)</td>
<td>City-wide GPC emissions inventory (CO₂, 2 sectors, activity data and emission factors)</td>
<td>City-wide GPC emissions inventory (CO₂, CH₄, N₂O, 3 sectors, activity data and emission factors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City-wide emissions reduction target</td>
<td>City-wide emissions reduction target</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City-wide risk or vulnerability assessment</td>
<td>City-wide risk or vulnerability assessment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>City-wide climate action plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>City-wide climate adaptation plan</td>
<td></td>
</tr>
</tbody>
</table>

### II. Year 0: Commitment Badge

Year 0 is the year the Global Covenant of Mayors receives the city’s commitment to the initiative. It starts on the date of the commitment and ends on December 31ˢᵗ of that same year.

Year 0 has no requirements, but cities are asked to report whatever governance and climate data they have available through one of the reporting platforms. We ask cities to go through the reporting process even if climate action has not yet been taken as this baseline data will be crucial in monitoring progress over the years.

We encourage cities to start planning for the components of their new, or updated, climate strategy to be published over the next three years.
III. Year 1: Inventory Badge

III.1. GHG Emissions Inventory

GPC Framework
Cities are asked to compile and report a city-wide GHG emissions inventory following the international standard of the Global Protocol for Community-scale GHG emissions (GPC). The GPC offers cities and local governments a robust, transparent, and globally-accepted framework to consistently identify, calculate, and report on city greenhouse gases.

The GPC standard classifies GHG emissions into “scopes”, depending on where they physically occur, and into six main sectors, which are then broken down by sub-sectors. It covers the seven gases included in the Kyoto Protocol.

Compiling a GPC inventory
The GPC is a flexible framework that can be used to compile a city’s first GHG emissions inventory, or to input an existing emissions inventory, even if it was measured with different methodologies. Various tools have been freely made available to cities to compile an emissions inventory in the format of the GPC and can be found on the Global Covenant of Mayors website.

Inventory Requirements
The Global Covenant asks cities to report a minimum amount of GHG emissions data using the GPC framework. Each compliance year has different requirements, until cities ultimately meet the GPC’s BASIC level in Year 3. See Table 2 and Table 3 below for a breakdown of the mandatory data points to be reported in the GPC inventory.

Table 2: GPC requirements per year

<table>
<thead>
<tr>
<th>Sectors</th>
<th>Gases</th>
<th>Activity Data &amp; Emission Factors</th>
<th>Inventory Timeframe</th>
<th>Data Quality Assessment</th>
<th>Methodology and Notation Keys</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Stationary Energy</td>
<td>CO₂</td>
<td>Optional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Scope 1, 2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Scope 1, 2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Stationary Energy</td>
<td>CO₂</td>
<td>Mandatory for each emission</td>
<td></td>
<td></td>
<td>A short description of the</td>
</tr>
<tr>
<td>(Scope 1, 2)</td>
<td></td>
<td>source reported</td>
<td></td>
<td></td>
<td>methodologies used to</td>
</tr>
<tr>
<td>• Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>measure emissions should</td>
</tr>
<tr>
<td>(Scope 1, 2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>be provided, as well as</td>
</tr>
<tr>
<td>• Waste</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>reasons for using notation</td>
</tr>
<tr>
<td>(Scope 1, 3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>keys</td>
</tr>
<tr>
<td><strong>Year 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Stationary Energy</td>
<td>CO₂</td>
<td>Mandatory for each emission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Scope 1, 2)</td>
<td></td>
<td>source reported</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Transportation</td>
<td>CH₄</td>
<td>Mandatory for each emission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Scope 1, 2)</td>
<td>N₂O</td>
<td>source reported</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4 See p.13 of the GPC manual for further information regarding the BASIC level.
The GPC standard classifies GHG emissions into scopes and into six main sectors. Table 3 below shows the GPC emissions summary table including the annual compliance requirements broken down by sector and by scope.

Table 2: GPC emissions summary table including annual compliance requirements

<table>
<thead>
<tr>
<th>Sector</th>
<th>Total by scope (tCO2e)</th>
<th>Scope 1 (Territorial)</th>
<th>Scope 2</th>
<th>Scope 3</th>
<th>Other Scope 3</th>
<th>BASIC</th>
<th>BASIC+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stationary Energy</td>
<td></td>
<td></td>
<td>Year 1</td>
<td>Year 1</td>
<td>Optional</td>
<td>Optional</td>
<td></td>
</tr>
<tr>
<td>Energy use (all I emissions except I.4.4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Energy generation supplied to the grid (I.4.4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation (all II emissions)</td>
<td></td>
<td></td>
<td>Year 1</td>
<td>Year 1</td>
<td>Optional</td>
<td>Optional</td>
<td></td>
</tr>
<tr>
<td>Waste</td>
<td></td>
<td></td>
<td>Year 3</td>
<td>Year 3</td>
<td>Optional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generated in the city (all III.X.1 and III.X.2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generated outside city (all III.X.3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPPU (all IV emissions)</td>
<td></td>
<td></td>
<td>Optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AFOLU (all V emissions)</td>
<td></td>
<td></td>
<td>Optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>Total scope 1</td>
<td>Total scope 2</td>
<td>Total scope 3</td>
<td>Total BASIC</td>
<td>Total BASIC+</td>
</tr>
</tbody>
</table>

Activity Data
Within 2 years, the activity data and emission factors underpinning the GHG inventory must be disclosed and reported.

Unavailability of Data and Notation Keys
The notation keys Not Occurring (NO), Included Elsewhere (IE) or Confidential (C) can be used to accommodate limitations in data availability. Please note that the notation key Not Estimated (NE) will not be accepted for mandatory emission sources. 5

In case of data unavailability, please report an emissions estimate. Cities can, for instance, downscale national or regional data, note the low-quality data, and explain the circumstances in the comments section. If reporting insignificant emission sources, the notation Not Occurring (NO) may be used.

5 Please note that the Global Covenant of Mayors is in the process of finalizing new initiative wide compliance requirements that will go into effect in 2019.
Inventory Reporting Frequency
The inventory year may be no more than four years prior to the reporting year, see Table 4 below. A complete updated inventory shall be required every four years. Over time, we encourage cities to update their inventories on a more frequent basis (e.g. annually) to improve monitoring and reporting of city-wide GHG emissions. In between years when inventories are updated, cities are encouraged to identify and report improvements made to the quality of their inventory, focusing both on data availability and quality, and areas where outstanding data challenges exist.

Table 4: GHG Emissions Inventory Reporting Frequency

<table>
<thead>
<tr>
<th>Inventory Year</th>
<th>Reporting Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>2015</td>
</tr>
<tr>
<td>2012</td>
<td>2016</td>
</tr>
<tr>
<td>2013</td>
<td>2017</td>
</tr>
<tr>
<td>2014</td>
<td>2018</td>
</tr>
<tr>
<td>2015</td>
<td>2019</td>
</tr>
<tr>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
</tr>
</tbody>
</table>

III.2. Climate Hazards Reporting
All cities are asked to report on both the current and future climate hazards that they face within their city boundary. The reporting platforms include questions that allow cities to report the hazards they currently face and expect to face in the future using the terminology of the City Climate Hazard Taxonomy.

IV. Year 2: Target Badge

IV.1. GHG Emissions Inventory
All cities must report the activity data and emission factors underpinning their GPC inventory for each emission figure reported. See ‘III.1. GHG Emissions inventory’ for further information.

IV.2. GHG Emissions Reduction Target
All cities must report a city-wide GHG emissions reduction target within two years of committing to the Global Covenant. The target must cover the entire city boundary. Multiple reduction targets covering various GHG emissions sectors are not considered compliant.

Targets may be in any of the following formats (as defined in the GHG Protocol Mitigation Goal Standard):
- Base Year Emissions Reduction Target
- Fixed-level Reduction Target
- Baseline Scenario (Business as Usual) Reduction Target
- Intensity Reduction Target
All targets must identify:
- Baseline year (year from which progress will be measured)
- Baseline emissions, or emissions intensity
- Target year (year when the target will be achieved)
- Target reduction to be achieved

To explore potential emission reduction targets and develop a city climate action plan, cities can use the excel-based CURB tool (see ‘Resources for Phase 3’). CURB is an interactive scenario planning tool designed specifically to help cities act on climate change.

IV.3. Risk/Vulnerability Assessment
All cities are required to conduct and publish a city-wide risk and/or vulnerability assessment within two years of committing to the Global Covenant of Mayors. The risk or vulnerability assessment does not have a specific timeframe requirement, but it must cover the whole city boundary and it must consider both current and future climate conditions. Assessments that cover areas larger than the city boundary must specifically refer to hazards that impact or will impact the city to be considered compliant.

A climate change risk assessment is a qualitative and/or quantitative scientific estimation of risks caused by climate change. Climate change risks are usually defined as the potential for consequences where something of human value (including humans themselves) is at stake and where the outcomes is uncertain. Climate risk is often represented as the probability of occurrence of hazardous climate events or trends multiplied by the consequence of these events occurring.

A climate change vulnerability assessment is a qualitative and/or quantitative assessment of the degree to which a system is susceptible to, or unable to cope with, adverse effects of climate change, including climate variability and extremes. Vulnerability is a function of the character, magnitude, and rate of climate variation to which a system is exposed, its sensitivity, and its adaptive capacity.

V. Year 3: Plan Badge

V.1. GHG Emissions Inventory
In addition to the previous GHG inventory requirements, cities must report emissions from the Waste sector. Cities must also report emissions of methane (CH₄) and nitrous oxide (N₂O). See ‘III.1. GPC inventory’ for further information.

V.2. Climate Action Plan
All cities must publish a city-wide climate action plan within three years of committing to the Global Covenant of Mayors. A climate action plan shows how a city will deliver on its commitment to reduce greenhouse gas emissions.

The climate action plan must cover the whole city boundary and must have been published or updated within 5 years of the reporting year (e.g. in 2018, the action plan must have been published or updated between 2013 and 2018). Action plans that cover a boundary larger than the city (e.g. at regional or national levels) are not considered compliant.
The city-wide climate action plan must include the requirements detailed below.

1. **Political commitment to emissions reduction**: Clear political commitment from the Mayor, equivalent legal representative authority, or city council.

2. **Vision describing the city’s overall ambition and clear objectives**: General objectives or vision that the city aims to achieve with this action plan.

3. **Context of the action plan**: Context that prompted the city to develop an action plan.

4. **Baseline GHG emissions figure**: Baseline GHG emissions figure used by the city to measure progress in emissions reduction.

5. **Business as Usual GHG emissions forecast**: A “business-as-usual” baseline case assumes that future development trends follow those of the past and no changes in policies will take place, according to the [IPCC Third Assessment Report](#).

6. **GHG emissions reduction target(s)**: The city-wide GHG emissions reduction target implemented in Year 2 must be clearly referred to.

7. **Implementation plan**: Identification of emissions reduction actions and explanation of how they will be implemented.

8. **Monitoring plan**: Clear plan or KPIs (key performance indicators) to monitor progress against the implemented actions.

Should the city’s climate action plan not be available in English, a document in English highlighting the points above is required for submission along with the original action plan. This document can be completed directly through the reporting platforms.

In order to help explore potential emission reduction targets and develop a city climate action plan, cities can use the [excel-based CURB tool](#) (see ‘Resources for Phase 3’). CURB is an interactive scenario planning tool designed specifically to help cities act on climate change.

**V.3. Climate Adaptation Plan**

All cities must publish a city-wide climate adaptation plan within three years of committing to the Global Covenant of Mayors. The climate adaptation plan must cover the whole city boundary and does not have a specific timeframe requirement. Adaptation plans that cover a boundary larger than the city (e.g. at regional or national levels) are not considered compliant.

An adaptation plan will outline the intended alterations to the city’s systems in response to actual or anticipated climate change. It should cover the services and departments directly managed by the city government and may also consider actions required by other stakeholders. The aim of an adaptation plan is to moderate harm or exploit beneficial opportunities from expected climate change and its effects.
The city-wide climate adaptation plan must include the requirements detailed below.

1. **Political commitment to adaptation**: Clear political commitment from the Mayor, equivalent legal representative authority, or city council.

2. **Identification of adaptation actions**: Identification of adaptation actions and explanation of how they will be implemented.

3. **Engagement of multiple city government agencies or departments**: Evidence that multiple city departments were involved or consulted in the development of the plan. It might, for instance, mention cross-departmental group in the process description, a clear allocation of tasks to a variety of sections of the city government, or endorsement by a number of department heads.

4. **Process for regular review of the plan**: Process for updating the plan either at regular periods (e.g. every 5 years) or as new information becomes available (e.g. updated climate change projections).

Should the city's climate adaptation plan not be available in English, a document in English highlighting the points above is required for submission along with the original action plan. This document can be completed directly through the reporting platforms.
Fighting Climate Change

Local governments follow an ambitious pathway to transform urban life

BY SADHU AUFOCHS JOHNSTON

More and more local governments around the world are rising to the climate change challenge. Many are pushing to decarbonize their energy, building, transport, and waste systems and developing their resilience to the rise in sea levels and extreme precipitation and heat.

For the past 17 years, I have been deeply involved in the efforts of two cities—now, as city manager for Vancouver, British Columbia, and before that, as Chicago’s chief environmental officer. These cities are both global leaders in addressing climate change. More importantly, they are using their innovative efforts to make themselves into better places to live, work, and play.

Early in 2019, our newly elected council joined hundreds of other cities from around the world to declare a Climate Emergency. In April of this year, it unanimously approved an ambitious set of next steps intended to align Vancouver’s work with efforts to limit global warming to 1.5 degrees. That call to action is a recommitment to taking steps to be a global leader, as well as confirmation that we must act now to protect our communities from the rapidly changing climate.

In Vancouver, we have used the commitment to taking action to help drive our economic growth. We have partnered with entrepreneurs to develop a fast-growing, job-creating “green economy” business sector, and we are home to 20 percent of Canada’s clean-tech companies. Jobs and population in our community have each grown by more than a third since 1990, while our carbon emissions have decreased in that same time by about 7 percent.

Vancouver has successfully branded itself as a highly desirable place for young, innovative talent to find work and build companies. A 2015 study by Brand Finance, based in Toronto, found that Vancouver has one of the strongest brands, valued at $31 billion, and that the city is uniquely associated with being clean, green, and environmentally sustainable.

Three Lessons for Local Governments

In my close work with mayors and councils, city departments, business community leaders, environmental activists, community-based leaders, universities, philanthropies, urban planners, architects, engineers, and residents, I’ve learned three lessons about how local governments can take action and have a significant impact in addressing climate change.

1. Innovate, innovate, innovate. When local governments began to tackle climate change, no one knew how much they could do. It was assumed that national governments would have the greatest impact. But it turns out that cities and counties can do, and have done, much more than anyone imagined possible. The Global Covenant of Mayors has carbon-reducing commitments from more than 9,000 local governments with 800 million residents. More than 600 cities around the world measured and reported their emissions to CDP (www.cdp.net/en) and disclosed more than 8,000 urban sustainability actions.

In Vancouver, we are working toward achieving our goal to be 100 percent renewable powered before 2050 by reducing our energy usage and switching from fossil fuels to renewable energy sources such as wind, solar, and hydropower. The largest source of carbon pollution is burning natural gas for space and water heating in buildings, so with strong support of council and the community, we have put in place a world-pioneering Zero Emission Building Plan for all new construction to ensure that new buildings are energy efficient and use no fossil fuel by 2030.

We struggled with the fact that we don’t control the sources of that energy, so we built Canada’s first sewer heat recovery system that harvests heat from a significant sewer line to provide heat to a neighborhood, thereby enabling residents and businesses to reduce their carbon emissions by 70 percent. To produce our own renewable energy, we are harvesting methane from the landfill and partnering with FortisBC, our gas utility, to clean the gas and put it into the fossil gas distribution system. Each of these solutions required taking an innovative approach to our challenges.
2. Connect, connect, connect. Back in 2008, while in Chicago, I was charged with addressing the rising summer heat using green technologies, but I didn’t know which cities and counties I could learn from, so I helped to start a peer-to-peer network, the Urban Sustainability Directors Network (USDN, www.usdn.org) to find out what people in other cities were doing—to get the inside scoop, the questions and failures, not just the messages for public consumption.

And it worked: USDN now has more than 200 city and county members in North America. The city-to-city information sharing and collaboration have been extraordinarily robust and inspiring, and in 2018 the network members identified 14 high-impact “must do” practices for local governments. I was learning so much from that network of North American cities that five years ago I helped to start another peer-cities network, the Carbon Neutral Cities Alliance (CNCA, carbonneutralcities.org), of 20 vanguard cities in 10 countries that are global leaders in decarbonization.

CNCA had the same purpose: Share inside information about innovations and collaborate on research and experiments. Many other city-based networks, such as C40 and 100 Resilient Cities have been started in just the past decade. All of them demonstrate the great value that is created when cities exchange information and insights and band together to learn, collaborate, and advocate. In the twenty-first century, no city alone can fully address the challenges of decarbonization and strengthening climate resilience.

3. Embrace bold, transformational ideas and vision. It’s critical for cities to have a clear vision about where they want to go. These visions are built on ideas about what cities can and should be. As mentioned earlier, Vancouver’s city council has declared that we will be 100 percent renewably powered by 2050. It’s hard to imagine a city without the noise and pollution that comes from burning gas and diesel, but we are more than 30 percent of the way there already, and our plan will get us there.

In the process, we are using demonstration projects, neighborhood working groups, clean-energy conferences, and social-media campaigns to inspire our residents and businesses. The big ideas underpinning this vision—a green city, a competitive city, a renewable-energy city, an equitable city—are bold because they are quite different from the ideas on which most modern cities have been built. They represent a radical change in our thinking about what Vancouver and other cities can become—and these ideas for urban transformation are taking hold across the globe. Of course, this work must be done with a strong lens on equity to ensure that everyone, especially low-income people and traditionally under-represented people, are involved with and can benefit from these changes.

IN THE TWENTY-FIRST CENTURY, NO CITY ALONE CAN FULLY ADDRESS THE CHALLENGES OF DECARBONIZATION AND STRENGTHENING CLIMATE RESILIENCE.

Life After Carbon

Vancouver is not alone in following this ambitious pathway. Cities large and small, wealthy and poor, on every continent are innovating and connecting in response to climate change. The vigor, impact, and transformational direction of this urban movement has been fully documented in a book, Life After Carbon: The Next Global Transformation of Cities by Peter Plastrik and John Cleveland (Island Press, 2018).

The authors look closely at 25 cities worldwide—including Austin, San Francisco, Copenhagen, London, Shanghai, Melbourne, Cape Town, Mexico City, and, yes, Vancouver—and explain how they have become “climate innovation laboratories” at the leading edge of systemic urban change. These cities “have come to understand themselves, their place in the world, in a new way and act boldly on their changed awareness.”

The book describes the rise and impact of a global urban “Rebel Alliance.” It’s a network of networks; a new urban capacity of countless city officials, community activists, professionals, corporate leaders, scholars, and others—a self-organizing, tireless swarm with no commander-in-chief, following the ‘North Star’ of climate action.

Most usefully, Life After Carbon identifies four big transformative ideas that are at the heart of the many climate innovations cities have developed—and shows how these ideas are being applied worldwide. In this set of new ideas, cities are understood to be primary drivers of:
- Economic innovation and growth, meaning they can turn the world's emerging renewable-energy economy into business and jobs.
- Environmental quality, human health, and social inclusion — values that reach beyond an economic standard of living.
- Restoration of nature inside and outside of cities; turning back to nature to provide environmental, social, health, and economic benefits.
- Preparation for and adaptation to uncertainties and risks in ways that build civic capacity and social cohesion.

"Gradually," note the authors, "transformational ideas are becoming a new standard for cities—not just a toolbox of innovations but a radically different way of thinking about, a model for, city development and urban achievement around the world."

Plastrik and Cleveland know what they are talking about — having worked in and alongside many cities. They helped to build the USDN and CNCA networks and have written insightful reports about cities' climate innovations. Life After Carbon presents an inspiring account of actual urban change that could not have been written just 10 years ago; there simply wasn't enough going on then.

But today, the story of cities’ transformative journeys makes compelling reading for local government leaders everywhere. My experiences in Vancouver and Chicago and in various city-based networks have taught me that, as Life After Carbon puts it, "The successor to the modern city is busy being born."

If your council is considering declaring a climate emergency and getting in on this action, I urge you to pick up a copy of this book to see what other cities are doing and how they’re doing it. RM

ENDNOTES AND RESOURCES
1 https://vancouver.ca/news-calendarnaapx
3 https://www140.org/
4 https://www.100resilientcities.org/

The only job board devoted to management and management-track positions, the ICMA Job Center is the single best career resource for job seekers and employers alike.

FOR JOB SEEKERS
- Find the top local government management and management-track jobs.
- More early and mid-career opportunities.
- Search by function, geographic location and population, salary, and job type.

FOR EMPLOYERS
- Reach ICMA’s members, the largest audience of dedicated local government professionals worldwide.
- With more than 12,000 unique visitors and over 150,000 page views each month

Get started with the ICMA Job Center at icma.org/jobcenter Follow us at @ICMAjobcenter
REQUEST FOR ACTION BY BOARD OF SELECTMEN

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<td>DATE ACTION REQUESTED:</td>
<td>July 29, 2019</td>
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<td>SUBJECT:</td>
<td>Special Event Permit Applications</td>
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DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: All appropriate departments have been notified and have given approval (some with conditions). Options available to the Board: 1) Approve the Special Event Permit Application listed below. 2) Deny the Special Event Permit Application listed below.

RECOMMENDATION: Approve the Special Event Permit Applications.

PROPOSED MOTION: I move to approve the following Special Event Permit Applications subject to all, if any, conditions given by Department Heads:

- York Harbor Reading Room – Fireworks; August 10, 2019
- York Beach Fire Department – Benefit for Molly Banville; August 25
- YHS Homecoming Committee – York High School Homecoming Parade; October 5
- York High School Class of 1994 – Reunion Movie on the Beach; August 17

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

YORK, MAINE
186 York Street, York, Maine 03909

SPECIAL EVENT PERMIT APPLICATION

NOTE: This Application is in conjunction to the Town of York, Maine's Special Event Ordinance. Completed Applications and applicable Detail Request Sheets must be submitted to the Town Manager's Office located at the York Town Hall, 186 York Street, York, ME 03909 at least 30 days prior to the date of the event.

Event Information

Name of Event: Koeze (Tei-0 Family) Wedding Fireworks
Location of Event: Harbor Beach □ Event Route Included
Date of Event: Aug. 10, 2019 Event Start Time: 9:00
Event End Time: 9:15
Estimated Number of Participants/Attendants: □ 200 at wedding □ Insurance Certificate Included
Description of Event: The first fireworks ever displayed at York Harbor were in June of 1986. The annual 4th of July event followed. That was for the parents of the groom this year!

Is this a Recurring/Annual Event that has been approved in the past? □ YES □ NO

Please chose the type of event: □ Town Sponsored Event □ York Public Library or Utility District Event □ Non-Profit Community Organization □ Private or Commercial Event (Single Event or Initial Year)

List any equipment, decorations, food or beverage services to be used etc.: None

Will you be requesting the use of Town Equipment and/or Staff: □ NO □ YES
We will follow the lead of fire/police.

Organization/Applicant Information

Name of Organization: N/A
Name of Applicant: Sam Tei-0
Mailing Address for Organization/Applicant: PO Box 161 Kittery Pt. ME
Phone Number: 207 257 8431 E-Mail Address: Sam.Tei-0@M4e.com

- CONTINUE TO BACK PAGE OF APPLICATION -
Is the Organization a non-profit? ☐ NO ☐ YES
501(C)(3) Number:

Name of Event Contact: Sam Reid

Phone Number: 207 237 8431 E-Mail Address: SAM.REID@MAC.COM

Please read the following and sign to complete your application:

I have read and understand the Special Event Permit Ordinance and corresponding regulations. Everything I have stated on this application is correct to the best of my knowledge and I have authority on behalf of the firm or agency holding this event to commit it to the statements contained herein. This permit, if granted, is not transferable and is revocable at any time at the discretion of the Town of York. The Town reserves the right to require municipal services as reasonably deemed necessary by Town staff. If Town materials/equipment/motorized vehicles, are needed for the event, a deposit may be required, with the deposit based on the cost of materials/equipment borrowed. Failure to comply with the terms of a special event application approval or deviation from the approval without the consent of a designated Town Official may prohibit the event and/or special event applicant from holding future events in the Town of York.

Applicant/Event Contact: [Signature]

Date: July 7, 2019

Department Contact Information

- Code Enforcement: (207) 363-1002
- Village Fire Department: (207) 363-1015
- York Sewer District: (207) 363-4232
- Public Works Department: (207) 363-1010
- Police Department: (207) 363-1031
- Beach Fire Department: (207) 363-1014
- York Water District: (207) 363-2265
- Parks and Recreation: (207) 363-1040

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Town Manager for the Board of Selectmen

Date

Processed By: Received Date:

Amount Received: $ □ Cash □ Check #:
THE TOWN OF

YORK, MAINE
186 York Street, York, Maine 03909

SPECIAL EVENT PERMIT APPLICATION

NOTE: This Application is in conjunction to the Town of York, Maine’s Special Event Ordinance. Completed Applications and applicable Detail Request Sheets must be submitted to the Town Manager’s Office located at the York Town Hall, 186 York Street, York, ME 03909 at least 30 days prior to the date of the event.

Event Information

Name of Event: BENEFT FOR MOLLY BANVILLE - "MOLLY STRONG"

Location of Event: LOBSTER IN THE ROUGH □ Event Route Included

Date of Event: Aug 25, 2019 Event Start Time: 12:00 Noon

Event End Time: 6:00 PM

Estimated Number of Participants/Attendants: 300-400 □ Insurance Certificate Included

Description of Event: FUND RAISER at the LOBSTER IN THE ROUGH, WE WILL BE USING THE PAVILION ON PREMISES FOR SILENT AUCTION AND BLACK JACk / POKER / ROULEtte GAMES

Is this a Recurring/Annual Event that has been approved in the past? □ YES □ NO

Please chose the type of event: □ Town Sponsored Event □ York Public Library or Utility District Event □ Non-Profit Community Organization □ Private or Commercial Event (Single Event or Initial Year)

List any equipment, decorations, food or beverage services to be used etc.: LOBSTER IN THE ROUGH WILL SUPPLY FOOD AT THEIR OWN FACILITY

Will you be requesting the use of Town Equipment and/or Staff: □ NO □ YES

Organization/Applicant Information


Name of Applicant: DAVID BRIDGES

Mailing Address for Organization/Applicant: P.O. Box 20 York Beach, ME 03906

Phone Number: 207-363-1014 E-Mail Address: dbridgets@yorkmaine.org

- CONTINUE TO BACK PAGE OF APPLICATION -
Is the Organization a non-profit? □ NO ☑ YES 501(C)(3) Number: 30-0325137

Name of Event Contact: DAVID K BRIDGES

Phone Number: 207-451-8636 E-Mail Address: dbridgesyorkmaine.org

Please read the following and sign to complete your application:

I have read and understand the Special Event Permit Ordinance and corresponding regulations. Everything I have stated on this application is correct to the best of my knowledge and I have authority on behalf of the firm or agency holding this event to commit it to the statements contained herein. This permit, if granted, is not transferable and is revocable at any time at the discretion of the Town of York. The Town reserves the right to require municipal services as reasonably deemed necessary by Town staff. If Town materials/equipment/motorized vehicles, are needed for the event, a deposit may be required, with the deposit based on the cost of materials/equipment borrowed. Failure to comply with the terms of a special event application approval or deviation from the approval without the consent of a designated Town Official may prohibit the event and/or special event applicant from holding future events in the Town of York.

Applicant/Event Contact: [Signature] Date: 7/19/19

Department Contact Information

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
Public Works Department: (207) 363-1010 Parks and Recreation: (207) 363-1040

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Amount Received: $____________________ □ Cash □ Check #: __________________________
THE TOWN OF

YORK, MAINE
186 York Street, York, Maine 03909

DETAIL REQUEST SHEET

POLICE DEPARTMENT

NAME OF EVENT: Benefit for Molly Bandville

Number of Staff Required: 1

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Number of Vehicles Required: 1

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<td>$ No Charge</td>
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Other Town-Owned Details/Equipment Required or Conditions:

Must obey all laws and town ordinances. Must call to set up outside detail.

Date

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Is a Safety Meeting Required before the event? □ NO □ YES  Date: ________________

Department Representative: Lt. Owen Davis

Signature

Date: 7/25/19

*PLEASE MAKE SURE TO SIGN CORRESPONDING SPECIAL EVENT PERMIT APPLICATION AS WELL*
THE TOWN OF

YORK, MAINE

186 York Street, York, Maine  03909

SPECIAL EVENT PERMIT APPLICATION

NOTE: This Application is in conjunction to the Town of York, Maine's Special Event Ordinance. Completed Applications and applicable Detail Request Sheets must be submitted to the Town Manager's Office located at the York Town Hall, 186 York Street, York, ME 03909 at least 30 days prior to the date of the event.

Event Information

Name of Event: York High School Homecoming Parade □ Event Route Included

Location of Event: YHS, Webber to Long Sands back to YHS

Date of Event: October 5, 2019

Event Start Time: 3:30 pm

Event End Time: 4:00 pm

Estimated Number of Participants/Attendants: 100 □ Insurance Certificate Included

Description of Event: The students of York High School will be marching in a Homecoming Parade to raise school spirit and community pride for the YHS Varsity Football team. The parade will be before the game kick-off (5pm).

Is this a Recurring/Annual Event that has been approved in the past? ☑ YES ☒ NO 1st Annual

Please chose the type of event: ☐ Town Sponsored Event ☐ York Public Library or Utility District Event ☑ Non-Profit Community Organization ☐ Private or Commercial Event (Single Event or Initial Year)

List any equipment, decorations, food or beverage services to be used etc.: decorated floats antique car(s), marching band, clubs + groups from YHS

Will you be requesting the use of Town Equipment and/or Staff: ☒ NO ☐ YES (Fire truck?)

Organization/Applicant Information

Name of Organization: YHS Homecoming Committee

Name of Applicant: Kimberly Martin + Steve Martin

Mailing Address for Organization/Applicant: 91 Long Sands Rd

Phone Number: (207) 363 6633 E-Mail Address: happyinyork@me.com

- CONTINUE TO BACK PAGE OF APPLICATION -
Is the Organization a non-profit? □ NO □ YES 501(C)(3) Number: __________________________

Name of Event Contact: Kimberly Martin

Phone Number: (207) 451 7634 E-Mail Address: happyinyork@me.com

Please read the following and sign to complete your application:

I have read and understand the Special Event Permit Ordinance and corresponding regulations. Everything I have stated on this application is correct to the best of my knowledge and I have authority on behalf of the firm or agency holding this event to commit it to the statements contained herein. This permit, if granted, is not transferable and is revocable at any time at the discretion of the Town of York. The Town reserves the right to require municipal services as reasonably deemed necessary by Town staff. If Town materials/equipment/motorized vehicles, are needed for the event, a deposit may be required, with the deposit based on the cost of materials/equipment borrowed. Failure to comply with the terms of a special event application approval or deviation from the approval without the consent of a designated Town Official may prohibit the event and/or special event applicant from holding future events in the Town of York.

Applicant/ Event Contact: __________________________ Signature ______________ Date: 7-15-19

Department Contact Information

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
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Board of Selectmen

Town Manager for the Board of Selectmen __________________________ Date __________

Special Conditions
(Attached if Necessary) YES NO

Processed By: __________________________ Received Date: __________________________

Amount Received: $ ___________ □ Cash □ Check #: ___________
THE TOWN OF

YORK, MAINE
186 York Street, York, Maine 03909

SPECIAL EVENT PERMIT APPLICATION

NOTE: This Application is in conjunction to the Town of York, Maine's Special Event Ordinance. Completed Applications and applicable Detail Request Sheets must be submitted to the Town Manager’s Office located at the York Town Hall, 186 York Street, York, ME 03909 at least 30 days prior to the date of the event.

Event Information

Name of Event: York High School Class of 1994 25th Reunion

Location of Event: Long Sands Beach

Date of Event: 8/17/19

Event Start Time: 8p

Event End Time: 9:30p

Estimated Number of Participants/Attendants: 40

□ Insurance Certificate Included

Description of Event: Using the recommended vendor from Parks and Rec, we would like to have an outdoor viewing of the movie, Wayne's World, at Long Sands beach in the same location that the Family Movie nights are held. This is to celebrate the 25th Reunion for the York High School Class of 1994 and have a family friendly celebration.

Is this a Recurring/Annual Event that has been approved in the past? □ YES □ NO

Please chose the type of event: □ Town Sponsored Event  □ York Public Library or Utility District Event

□ Non-Profit Community Organization  □ Private or Commercial Event (Single Event or Initial Year)

List any equipment, decorations, food or beverage services to be used etc.: Boston Backyard Movies will provide the equipment for the viewing.

Will you be requesting the use of Town Equipment and/or Staff: □ NO □ YES

Organization/Applicant Information

Name of Organization: York High School Class of 1994 Reunion

Name of Applicant: Jody Merrill

Mailing Address for Organization/Applicant: 

Phone Number: 207-351-3958  

E-Mail Address: icresta@gmail.com

- CONTINUE TO BACK PAGE OF APPLICATION -
Is the Organization a non-profit? □ NO  □ YES  501(C)(3) Number: __________________________

Name of Event Contact: Jody Merrill

Phone Number: 207-351-3958  E-Mail Address: jcresta@gmail.com

Please read the following and sign to complete your application:

I have read and understand the Special Event Permit Ordinance and corresponding regulations. Everything I have stated on this application is correct to the best of my knowledge and I have authority on behalf of the firm or agency holding this event to commit it to the statements contained herein. This permit, if granted, is not transferable and is revocable at any time at the discretion of the Town of York. The Town reserves the right to require municipal services as reasonably deemed necessary by Town staff. If Town materials/equipment/motorized vehicles, are needed for the event, a deposit may be required, with the deposit based on the cost of materials/equipment borrowed. Failure to comply with the terms of a special event application approval or deviation from the approval without the consent of a designated Town Official may prohibit the event and/or special event applicant from holding future events in the Town of York.

Applicant/ Event Contact: Jody Merrill  Date: 7/17/2019

Department Contact Information
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
Public Works Department: (207) 363-1010  Parks and Recreation: (207) 363-1040

Department Approvals

| Departments                  | Signature and Date | Detail Request Sheet?
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Board of Selectmen
Town Manager for the Board of Selectmen  Date

YES NO

Processed By: ________________________  Received Date: ________________________

Amount Received: $ ________________  □ Cash  □ Check #: ________________________