1. Board Of Selectmen's Meeting Materials

   Documents:

   2019-08-12 BOS AGENDA.PDF
   2019-08-12 BOS PACKET.PDF
BOARD OF SELECTMEN’S
MEETING AGENDA
6:30 PM / 7:00 PM  MONDAY, AUGUST 12, 2019
YORK PUBLIC LIBRARY

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

Call to Order

Pledge of Allegiance

A. Change of Command

B. Consent Agenda
1. July 29, 2019 Meeting Minutes
2. August 7, 2019 Meeting Minutes
3. Business License Renewals
4. Energy Committee Resignation
5. Business Directional Sign – Sand Dollar Bar & Grill

C. Minutes

D. Chairman’s Report

E. Manager’s Report

F. Awards
1. Bid Award: Public Works Chase’s Pond Road Highway Garage Heating and Cooling Replacement
2. Grant Acceptance: Maine DEP Stream Crossing Public Infrastructure Improvement Project Agreement

G. Reports
1. Mary Costigan – Town & First Parish Church Land Settlement

H. 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.

I. **Public Hearings**
   1. Town of York & First Parish Church Land Settlement

J. **Endorsements**

K. **Old Business**
   1. Action: Proposed Land Settlement and Confirmatory Deeds
   2. Discussion: Food Trucks
   3. Discussion: Funding Related to Global Covenant of Mayors
   4. Discussion: Update on Inventory of Town Properties
   5. Action: Davis Property

L. **New Business**
   1. Discussion: Dock and Launch at Goodrich Park
   2. Discussion: FY21-25 Capital Program – BOS requests
   3. Action: Property Redemption – 27 Linscott Road North

M. **Future Agendas**
   1. On the Radar

N. **Other Business**

O. **Citizens’ Forum**

Adjourn
BOARD OF SELECTMEN’S
MEETING AGENDA
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   1. On the Radar

N. **Other Business**

O. **Citizens’ Forum**

**Adjourn**
Board of Selectmen’s Consent Agenda
August 12, 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 29, 2019 Meeting Minutes
2. August 7, 2019 Meeting Minutes
3. Business License Renewals
4. Energy Committee Resignation
5. Business Directional Sign – Sand Dollar Bar & Grill

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
6:30 PM / 7:00 PM    MONDAY, JULY 29, 2019
YORK PUBLIC LIBRARY

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


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

Moved by Mr. Estes, seconded by Mr. Palmer to exit out of executive session. Without objection, so ordered.

7:00 PM: Regular Meeting

Present: Chairman Todd A. Frederick, Vice-Chair Robert E. Palmer, Jr., Michael L. Estes, Elizabeth D. Blanchard, Marilyn A. McLaughlin, 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

A. Consent Agenda

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

Mr. Frederick asked that the July 22, 2019 Meeting Minutes be amended to add “Mr. Frederick passed the gavel to Mr. Palmer” at the beginning of Item J.4.

Moved by Mr. Palmer, seconded by Mr. Blanchard to accept the Consent Agenda, as amended. Vote 5-0, motion passes.
B. Minutes

C. Chairman’s Report

D. Manager’s Report

E. Awards

1. LED Streetlights

Moved by Ms. McLaughlin, seconded by Ms. Blanchard 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. Further moved to authorize the Town Manager to purchase the existing street light fixtures from CMP the Town now leases. Vote 5-0, motion passes.

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: Nan Graves
Rozanna Patane
Victoria Simon
Ann Simon-Annese
Susan Covino
Amy Phalon
Bill Dignon
Doreen McGillis
Brent Maynard
Michael Dow
Corey Tarbox
Shauna Darrow
Mac MacAbee
Charlie Black
James Kences

H. Public Hearings

I. Endorsements

J. Old Business
1. Action: Kittery-York Border

Moved by Ms. Blanchard, seconded by Mr. Estes 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. Vote 5-0, motion passes.

2. Discussion: Comprehensive Plan Process

3. Discussion: Follow-up on Staffing Study

K. New Business

1. Action: Dog Park

Moved by Mr. Palmer, seconded by Mr. Estes to approve the continued exploration, by the Friends of York Dog Park, of the Town-owned land, adjacent the Mackey Skate Park, and in the Bog Road Recreational Area, for use as a community dog park. Vote 5-0, motion passes.

2. Action: Preference Votes

Moved by Mr. Palmer, seconded by Ms. Blanchard that following State statute, preference votes listed on future warrants and/or ballots will only be from the three elected boards and no others. Vote 5-0, motion passes.

3. Action: Global Covenant of Mayors for Climate & Energy

Moved by Ms. Blanchard, seconded by Mr. McLaughlin the Board sign on to the Global Covenant of Mayors for Climate and Energy. Vote 5-0, motion passes.

4. Action: Special Event Permit Applications

Moved by Mr. Palmer, seconded by Ms. Blanchard to approve the following Special Event Permit Applications subject to all, if any, conditions given by Department Heads: York Harbor Reading Room – Fireworks on August 10, 2019, York Beach Fire Department – Benefit for Molly Banville on August 25, York High School Homecoming Committee – York High School Homecoming Parade on October 5, and York High School Class of 1994 – Reunion Movie on the Beach on August 17. Vote 5-0, motion passes.

L. Future Agendas

M. Other Business

N. Citizens’ Forum
Public Comment: Wayne Martin

Adjourn

Moved by Mr. Palmer, seconded by Ms. Blanchard to adjourn the meeting at 9:21 PM. Without objection, so ordered.

Respectfully Submitted,

Melissa M. Avery
Assistant to the Town Manager
BOARD OF SELECTMEN'S
MEETING MINUTES
7:00 PM  WEDNESDAY, AUGUST 7, 2019
POLICE HEADQUARTERS

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

A. Executive Session: Title 1 MRSA § 405.6.C (Real Estate)

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

Moved by Ms. McLaughlin, seconded by Mr. Palmer to exit out of executive session.

Adjourn

Moved by Mr. Palmer, seconded by Ms. McLaughlin to adjourn the meeting at 7:50PM. Without objection, so ordered.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 8, 2019

☐ ACTION

DATE ACTION REQUESTED: August 12, 2019

☐ DISCUSSION ONLY

SUBJECT: Business License Renewals

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

RECOMMENDATION: Approve the Business License(s) attached.

PROPOSED MOTION: I move to approve the following licenses:
- Anthony’s Food Shop DBA Lunchbox Louie’s (Food Service); located at 519 US Route One
- York Village Hotel Holdings, LLC DBA: Mictrotel (Food Service, Innkeeper); located at 6 Market Place Drive
- Kevin Evan DBA: Thai for York (Food Service, Liquor); located at 647 US Route One, Unit 7

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

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

REVIEWED BY:
THE TOWN OF
YORK, MAINE
186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Anthony's Food Shop dba Lunchbox Louie's
Street Address: 519 US Route 1
Business Owner: Mark Graziano
Mailing Address: 679 US Route 1
Mailing Address: Same
Phone Number: 207-363-2322
E-mail Address: mark@antonyssfoodshop.com
Phone Number: 207-351-8643
E-mail Address: monica@lunchboxlouies.com

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

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

Please indicate which Licenses or Local Approvals you seek:

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

Food and Beverage:
☐ Food Service License (C/F)
Number of Seats: 28 (Existing / Proposed)
☐ Liquor License (F/P)
☐ Bottle Club License (F/P)

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

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

C – Code Enforcement Inspection Required  F – Fire Department Inspection Required  P – Police Department Inspection Required
S – Sewer District Inspection Required  W – Water District Inspection Required

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

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

- CONTINUE TO BACK PAGE OF APPLICATION -
THE TOWN OF

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: York Village Hotel Holdings L.L.C.

Street Address: 6 Market Place Dr. York ME 03909

Business Owner: Erik Heyland

Mailing Address: 6 Market Pl. Dr.

Business Manager: Erik Heyland

York ME 03909

Mailing Address: Same

Phone Number: 781-231-1349

Phone Number: Same

E-mail Address: cglazier@heylanddevelopment.com

E-mail Address: Same

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

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

Number of Rooms: 57

Food and Beverage:

☑ Food Service License (C/F)

Number of Seats: (Existing / Proposed)

Liquor License (F/P)

Bottle Club License (F/P)

Entertainment:

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

Miscellaneous:

☐ Transient Seller’s License
☐ Flea Market License
☐ Junkyard, Auto Graveyard/Recycling License
☐ Other: ____________________________

C – Code Enforcement Inspection Required  F – Fire Department Inspection Required  P – Police Department Inspection Required
S – Sewer District Inspection Required  W – Water District Inspection Required

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

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

YORK, MAINE

186 York Street, York, Maine 03909

BUSINESS LICENSE APPLICATION

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

Business Name: Thai For You

Street Address: 647 US 1 Ste 7 York ME 03909

Business Owner: Kevin Evans

Mailing Address: 647 US 1 Ste 7 York ME 03909

Business Manager: Sasiporn Evans

Mailing Address: 647 US 1 Ste 7 York ME 03909

Phone Number: 207-601-4365

Phone Number: 207-351-8590

E-mail Address: ThaiFoodHouse@gmail.com

E-mail Address: Ubising15@gmail.com

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

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

Please indicate which Licenses or Local Approvals you seek:

Lodging:

_____ Bed and Breakfast License (C/F)

_____ Innkeeper License (C/F)

Number of Rooms: _____

Food and Beverage:

_____ Food Service License (C/F)

_____ Number of Seats: 45 (Existing / Proposed)

_____ Liquor License (F/P)

_____ Bottle Club License (F/P)

Entertainment:

_____ Special Amusement License (F/P)

_____ Dance Hall License (F/P)

_____ Bowling Alley License (F/P)

_____ Coin-Operated Amusement License (P)

_____ Bingo, Beano and Games of Chance

Miscellaneous:

_____ Transient Seller’s License

_____ Flea Market License

_____ Junkyard, Auto Graveyard/Recycling License

_____ Other: ____________________________

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

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

Code Enforcement: (207) 363-1002  Police Department: (207) 363-1031

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

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

DATE SUBMITTED: August 8, 2019  ☑ ACTION
DATE ACTION REQUESTED: August 12, 2019  ☐ DISCUSSION ONLY
SUBJECT: Energy Steering Committee Resignation

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: We received a resignation from Stephen Kosacz from the Energy Steering Committee.

RECOMMENDATION:

PROPOSED MOTION:
I move to accept the resignation of Stephen Kosacz from the Energy Steering Committee, with regret.

PREPARED BY: [Signature]  REVIEWED BY: [Signature]
Melissa M. Avery, Assistant to the Town Manager
To Whom It May Concern:

Stephen Kosacz, Vice Chair York Energy Steering Committee

25 July 2019

For personal reasons, I hereby submit my resignation from the York Energy Steering Committee effective as soon as a suitable replacement member has been approved by the Board of Selectmen.

In my role, I shall continue to attend the few remaining meetings of the Police Department Building Committee for the Police Dept. Auxiliary Building until the project’s completion.

During my term of service, it has been satisfying to realize the progress that has resulted from the hard and persistent work by our many volunteers under the unrelenting leadership of Ms. Rozanna Patane

Respectfully,

Stephen Kosacz

38 Groundnut Hill Road

Cape Neddick, ME
REQUEST FOR ACTION BY BOARD OF SELECTMEN

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
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<td>DATE ACTION REQUESTED:</td>
<td>August 12, 2019</td>
<td>DISCUSSION ONLY</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>Business Directional Sign for the Sand Dollar Bar &amp; Grille – 2 Beach Street</td>
<td></td>
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</table>

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Colby Degrechie of The Sand Dollar Bar & Grille has requested approval of two single sided business directional signs. The requested signs will be located on existing posts that have vacant space on US Route 1 at the intersection of Old Post Road and Old Post Road at the Intersection of Ridge Road. Please see attached photos of requested locations.

RECOMMENDATION: Approve OBDS sign Requests for The Sand Dollar Bar & Grille.

PROPOSED MOTION: I move to approve the two single sided business directional signs requested for US Route 1 at the intersection of Old Post Road and Old Post Road at the intersection of Ridge Road for The Sand Dollar Bar & Grille.

FISCAL IMPACT: $60

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: Sand Dollar Bar and Grille
Mailing Address: 378 Ridge rd, York, ME 03909
Contact Person: Celby Debrechie
Email Address: cd@devcraft.com Phone Number (207) 312-7984

Location of Requested Sign(s) - Please be specific
Requested Location 1: Old Post Rd, Rt. 1 (N)
Requested Location 2: Old Post Rd Ridge rd

Information as it will appear on Each Sign:
Sign 1: Sand Dollar Bar & Grille
Sign 2: Sand Dollar Bar & Grille

Initial Fee ($30) per Sign: $30 Total 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: 7/29/19
Director of Public Works

Approved by: Date:
Town Manager
Sign Specifications

← 42" →

↑ Logo [Optional] Sand Dollar Bar & Grille → Miles

↓ 10"

← Miles Sand Dollar Bar & Grille 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:

<table>
<thead>
<tr>
<th>MCR GROUP- DPW</th>
<th>AR- OFF PREMISE SIGNS- REVENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECEIPT NUMBER:</td>
<td>DATE ISSUED: INITIALS:</td>
</tr>
</tbody>
</table>

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

DATE SUBMITTED: August 7, 2019

DATE ACTION REQUESTED: August 12, 2019

SUBJECT: DPW Bid Award – DPW’s Chase’s Pond Road Highway Garage heating and cooling replacement.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: DPW solicited proposals from local contractors to replace the existing inefficient and failing heating and cooling systems in the office area of the highway garage at the Chase’s Pond Road facility. The following proposals were received:

1. York Energy LLC: $7,121.00
2. Estes Oil & Propane: $9,500.00

RECOMMENDATION: DPW recommends that York Energy LLC of York, Maine be awarded the bid for the replacement of the existing inefficient and failing heating and cooling systems in the office area of the highway garage at the Chase’s Pond Road Facility.

PROPOSED MOTION: I move to award the bid for the replacement of the heating and cooling systems in the office area of the Chase’s Pond Road highway garage to York Energy LLC of York, Maine in the amount of $7,121.00.

FISCAL IMPACT: $7,121.00

DEPARTMENT LINE ITEM ACCOUNT: 100.0303.7005

BALANCE IN LINE ITEM IF APPROVED: $27,879.00

PREPARED BY: Dean Lessard REVIEWED BY:
We hereby submit specifications and estimates for:

This is a quote to install a Fujitsu Mini-spilt set up in the office building at this location. We would install one Heat 36K Heat pump condenser on the side of the building facing the street. This condenser would be Fujitsu part #AOU36LXFZH. This unit would supply refrigerant to 3 indoor heads.

First would be a 9k BTU Floor unit which would supply cooling to the Attic which is not a computer room and needs the air and dehumidification to keep the equipment in working order. This unit will be located on the front wall and the line sets and condensate will go directly outside.

Second unit would be a 18K BTU, This unit will be mounted on the front wall of the building right up above the condenser. It will operate for heating and cooling for the meeting area and will help with the rest of space overall.

Third unit will be a 9K wall unit mounted centered on the wall in the end office, not only will it cool the office but will send air into the hall and help with the air quality over all in the space. The line sets will go out from this unit and travel 80ish feet to the condenser. We will run the condensate out and around to the front of the building out of the walking area. The Fujitsu system also offers heat down to -15 degrees.

For this install your electrician will have to wire a 2-pole 40 amp disconnect where the outdoor unit will be located. Upon completion we will test operation of all indoor heads.

for Mitsubishi

MXZ3C30NAHZ2U1
9 K floor unit
9 K office unit
18K meeting area unit

40 amp two pole breaker required

9,900.00

Salesperson: Jim Mack

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: $9,500.00

Payment to be made as follows: REQUIRED DEPOSIT: $3,500.00

All material is guaranteed for 1 year against all defects. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. All alterations or deviation from above
York Energy LLC
6 Abes Way
Kittery Point, ME 03905
(207) 363-5671 TEL
EMAIL: yorkenergy@aol.com

July 17, 2019

Town of York Highway
115 Chases Pond Rd.
York, ME 03909

Install new Mitsubishi heat pump model MXZ-3C30NAHZ2U1 30,000 BTU unit.
Install the one 9,000 BTU wall unit in Liz office and one 18,000 BTU wall unit in
break room. Install one 9,000 BTU floor mount in attic for radios. Install condenser
out side of building by antenna. You will supply power to all units.

Materials and Labor $ 7,121.00

Deposit to start job. $ 5,000.00
Remaining do on job completion. $ 2,121.00

Todd Banville ___________________________ Date 7/17/2019
York Energy llc

Jeff Hyotte ______________________________ Date __________________
Facilities Maintenance engineer

Quote valid only for 30 days from date of quote
We will bill you for the balance owed upon completion of the work. You agree to make payment within 10 days of receiving our invoice. York Energy, LLC reserves the right to terminate work in progress if payment is not received in accordance with the payment provisions. If the invoice remains unpaid after 15 days, interest on the unpaid balance will accrue at 1 ½% per month. If you fail to pay us in a timely manner, you agree to costs of collecting the debt, including court costs, filing fees and reasonable pay the attorneys’ fees.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2019

DATE ACTION REQUESTED: August 12, 2019

☐ ACTION

☑ DISCUSSION ONLY

SUBJECT: Maine DEP Stream Crossing Public Infrastructure Improvement Project Grant Acceptance for Smelt Brook under Mill Lane.

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:
Discussion and relevant project history:

• In July of 2016 DPW began coordinating and working with Jeremy Bell the Aquatic Habitat Restoration Manager at The Natur Conservancy

• On June 1, 2019 Town of York with the help of Ransom Consulting and others mention above submitted two stream crossing public infrastructure improvement grant applications to Maine DEP for the Smelt Brook.

• On July 12, 2019 The Town of York Staff received notice from John Maclaine of Maine DEP informing us that our project was conditionally selected for funding.

• On August 2, 2019 The Town of York Staff received notice from John Maclaine of Maine DEP informing us that the 15 day appeal period had ended and our grant agreement was being prepared.

• On August 7, 2019 The Town of York received the stream crossing public infrastructure improvement grant agreement from John Maclaine of Maine DEP.

Included with the Selectmen’s action form is the Town’s grant application, Maine DEP’s grant award notifications and Maine DEP’s grant agreement.

RECOMMENDATION: Approve the Public Works Director to sign the Maine DEP Stream Crossing Public Infrastructure Improvement Project Grant and accept the funds from Maine DEP for the Smelt Brook culvert improvement under Mill Lane.

PROPOSED MOTION: I move to authorize the Public Works Director to sign the Maine DEP Stream Crossing Public Infrastructure Improvement Project Agreement in order to secure $95,000 in grant funds from Maine DEP for the DPW’s proposed Smelt Brook Culvert Improvement under Mill Lane.
<table>
<thead>
<tr>
<th><strong>FISCAL IMPACT:</strong> $95,000</th>
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</thead>
<tbody>
<tr>
<td><strong>DEPARTMENT LINE ITEM ACCOUNT:</strong> N/A</td>
</tr>
<tr>
<td><strong>BALANCE IN LINE ITEM IF APPROVED:</strong> $95,000</td>
</tr>
</tbody>
</table>

**PREPARED BY:** Dean Lessard  **REVIEWED BY:** [Signature]
SERVICE CONTRACT

DATE: 7/25/2019

ADVANTAGE CONTRACT #:

DEPARTMENT AGREEMENT #: C2019R1-40

CONTRACT AMOUNT: $95000

START DATE: 9/1/2019   END DATE: 9/1/2021

This Contract, is between the following Department of the State of Maine and Provider:

<table>
<thead>
<tr>
<th>State of Maine DEPARTMENT</th>
</tr>
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<tbody>
<tr>
<td>DEPARTMENT: Environmental Protection</td>
</tr>
<tr>
<td>Address: 17 State House Station</td>
</tr>
<tr>
<td>City: Augusta   State: ME   Zip Code: 04333-0017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROVIDER: Town of York</td>
</tr>
<tr>
<td>Address: 186 York Street</td>
</tr>
<tr>
<td>City: York, ME 04101   State: ME   Zip Code: 04101</td>
</tr>
<tr>
<td>Provider's Vendor Customer #: VC1000097603</td>
</tr>
</tbody>
</table>

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Environmental Protection  Provider

Signature  Gerald Reid, DEP Commissioner  Signature  Dean Lessard, Public Works Director
Date

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.
STATE OF MAINE | SERVICE CONTRACT

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: John Maclaine
Email: john.maclaine@maine.gov
Address: 17 State House Station
City: Augusta  State: ME  Zip Code: 04333-0017
Telephone: (207) 615-3279

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: N/A
Email:
Address:
City:  State:  Zip Code:
Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Dean Lessard, Public Works Director
Email:
Address: 186 York Street
City: York  State: ME  Zip Code: 04101
Telephone: (207) 363-1010 x 6201
RIDERS

| ☑  | The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply) |
| ☑  | Funding Rider |
| ☑  | Rider A – Scope of Work |
| ☑  | Rider B – Terms and Conditions |
| ☐  | Rider C - Exceptions |
| ☐  | Rider D – Included at Department’s Discretion |
| ☐  | Rider E – Included at Department’s Discretion |
| ☐  | Rider F – Included at Department’s Discretion |
| ☑  | Rider G – Identification of Country in Which Contracted Work will be Performed |
| ☐  | Business Associate Agreement – Included at Department’s Discretion |
| ☐  | Other – Included at Department’s Discretion |
## Funding Rider

Internal Purposes Only

**Coding:** (Departments - Attach separate sheet as needed for additional coding.)

<table>
<thead>
<tr>
<th>LINE TOTAL</th>
<th>FUND</th>
<th>DEPT</th>
<th>UNIT</th>
<th>SUB UNIT</th>
<th>OBJ</th>
<th>PROGRAM</th>
<th>PROGRAM PERIOD</th>
<th>BOND FUNDING</th>
<th>FISCAL YEAR</th>
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<tbody>
<tr>
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<td>018</td>
<td>06A</td>
<td>Z188</td>
<td>51</td>
<td>6331</td>
<td></td>
<td></td>
<td></td>
<td>FY20</td>
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<th>SUB UNIT</th>
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<th>PROGRAM</th>
<th>PROGRAM PERIOD</th>
<th>BOND FUNDING</th>
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<tr>
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<td>06A</td>
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<th>UNIT</th>
<th>SUB UNIT</th>
<th>OBJ</th>
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<th>BOND FUNDING</th>
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</tr>
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<td>$</td>
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<td></td>
</tr>
</tbody>
</table>

**Funding Total:** $95000

The sources of funds and compliance requirements for this Contract follow:

- State General Fund  $ 0
- Dedicated/Special Revenue  $ 95000
- Federal Funds  $ 0
STATE OF MAINE | SERVICE CONTRACT

RIDER A
SCOPE OF WORK

TABLE OF CONTENTS

I. Acronyms
II. Introduction/Overview
III. Deliverables
IV. Performance Measures
V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<table>
<thead>
<tr>
<th>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAA</td>
</tr>
<tr>
<td>Contract</td>
</tr>
<tr>
<td>Department</td>
</tr>
<tr>
<td>Provider</td>
</tr>
<tr>
<td>State</td>
</tr>
</tbody>
</table>

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide partial funding for the installation of municipal stream crossing upgrades to benefit public safety, infrastructure resiliency, and improve fish and wildlife habitat. The competitive grant program for Municipal Infrastructure Stream Crossing Upgrades matches local funding for the upgrade of municipal culverts at stream crossings.

The Provider shall complete any remaining design and/or engineering, obtain all necessary permits and approvals, and construct the stream crossing upgrade in accordance with the design and/or conceptual sizing and layout as described in the grant application and supplemental materials submitted for RFP#201903060, unless specifically approved by the Contract Administrator in writing.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

1. Prior to the start of construction, submit a copy of the complete permit application materials and the approved permit from the Army Corps of Engineers. If it has been determined that a permit from Army Corps of Engineers is not required, provide documentation from Army Corps of Engineers indicating that a permit is not required. If an Army Corps of Engineers permit is not required, submit a copy of final plans developed prior to the start of construction.

2. Following completion of the project and prior to the final invoice being paid, send the Contract Administrator photos of the completed project. These photos should include, at a minimum: photos showing the structure from upstream and downstream of the crossing, photos from the roadway looking upstream and downstream, and photos of the culvert inlet and outlet water levels.
STATE OF MAINE | SERVICE CONTRACT

3. Following the completion of the contract, communicate quarterly updates regarding the progress of the proposed project to the Agreement Administrator as described in Section V.B. below.

IV. PERFORMANCE MEASURES: Install the stream crossing structure upgrade as described in the application and other material submissions for RFP#20190360. If changes to the design such as structure size (width, height, or length), elevation, slope, or other substantive design changes occur, the Contract Administrator must be notified and changes approved in writing prior to the installation of the new structure.

V. REPORTS

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Description or Appendix #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Progress Report</td>
<td>Notify the Contract Administrator quarterly as to the project’s progress.</td>
</tr>
</tbody>
</table>

A. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

<table>
<thead>
<tr>
<th>Name of Report:</th>
<th>Period Captured by Report: (&quot;Each year/quarter/month/week&quot;)</th>
<th>Due Date and/or Frequency: (14 days after each year/quarter/month/week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Progress Report</td>
<td>Each quarter</td>
<td>Submit progress reports to the Contract Administrator prior to, or within 14 days of January 1, April 1, July 1, October 1. These updates should be submitted starting in the quarter following the execution of this contract.</td>
</tr>
</tbody>
</table>

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.
STATE OF MAINE | SERVICE CONTRACT

RIDER B
TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.

2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. DEPARTMENT’S REPRESENTATIVE. The Contract Administrator shall be the Department’s representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated “approved” by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The
STATE OF MAINE | SERVICE CONTRACT

Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Providers and subcontractors with Contracts in excess of $50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.

10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract
without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.

13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
STATE OF MAINE | SERVICE CONTRACT

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions
Rider B Terms and Conditions
Rider A Scope of Work
Funding Rider
Rider D Included at Department's Discretion
Rider E Included at Department's Discretion
Rider F Included at Department's Discretion
Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with
regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider’s knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

b. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
RIDERS  

IDENTIFICATION OF COUNTRY 

IN WHICH CONTRACTED WORK WILL BE PERFORMED 

Please identify the country in which the services purchased through this contract will be performed: 

☐ United States. Please identify state: Maine 

☐ Other. Please identify country: Enter Country 

Notification of Changes to the Information 

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.
June 3, 2019

Mr. John Maclaine  
Non-Point Source Training Coordinator  
State House Station # 15  
28 Tyson Drive  
Augusta, Maine 04333

RE: RFP # 201903060  
Mill Lane Culvert # 2  
York, Maine

Dear Mr. Maclaine:

Ransom Consulting, Inc. on behalf of the Town of York is excited to submit this application for stream crossing public infrastructure improvements. As a past president of the Maine Chapter of the American Public Works Association and a practicing engineer/consultant for many municipalities, I strive to improve water quality in all designs. Culvert crossings are inherently problematic due to perched conditions, inadequate capacity, deteriorated conditions and the inability to pass fish and other aquatic life. The Town of York has been coordinating this effort with Jake Aman of the Wells Reserve. With the municipalities struggling to make ends meet it is refreshing to see this grant program offering some hope to not only replace deteriorated culverts but to also remove barriers for aquatic life passage.

Mill Lane runs between Route 91 at the south end to Emery’s Bridge Road, approximately 4 ½ miles to the north. The road provides direct access to Route 91 (emergency evacuation route) for residents of Mill Lane and others on Hooper Sands Road and Emery’s Bridge Road. It also provides access to Bell Reservoir which is a controlled reservoir by the York Water District and regularly patrolled by the York Police Department. The culverts crossing Mill Lane are a 36” CMP and 24” CMP with an additional 36” CMP for emergency overflow. The culvert outlets are scoured and the outlets, perched. The culverts are located 2600 feet north of Route 91 and 4 miles south of Emery’s Bridge Road.

Failure of this culvert not only affects the health, safety and welfare of the traveling public but its replacement in an emergency may not address aquatic life passage. Replacement of this culvert to accommodate aquatic life will be a tribute to the grant program.

Sincerely,

RANSOM CONSULTING, INC.

[Signature]

Stephen J. Bradstreet, P.E. 
Principal/Senior Project Manager

SJB:sjb

Enclosure

400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891, Fax (207) 772-3248  
Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490  
12 Kent Way, Suite 100, Byfield, Massachusetts 01922-1221, Tel (978) 485-1822  
60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160  
2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090

www.ransomenv.com
<table>
<thead>
<tr>
<th>I. Applicant Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Town of York – C/O Dean Lessard</td>
</tr>
<tr>
<td>Applicant Mailing Address: 186 York Street</td>
</tr>
<tr>
<td>City: York</td>
</tr>
<tr>
<td>Applicant Phone #: 207-363-1010 Ext 6201</td>
</tr>
<tr>
<td>Applicant Email Address: <a href="mailto:dlessard@yorkmaine.org">dlessard@yorkmaine.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. Agent/Consultant Information, if applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent Name: Ransom Consulting, Inc – C/O Stephen Bradstreet</td>
</tr>
<tr>
<td>Agent Mailing Address: 400 Commercial Street, Suite 404</td>
</tr>
<tr>
<td>City: Portland</td>
</tr>
<tr>
<td>Agent Phone #: 207-772-2891</td>
</tr>
<tr>
<td>Agent Email Address: <a href="mailto:Stephen.bradstreet@ransomenv.com">Stephen.bradstreet@ransomenv.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III. Applicability. Please indicate the ability to demonstrate the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗ The proposed structure to be replaced is a culvert located on a municipal road and is not owned by a private or state entity.</td>
</tr>
<tr>
<td>✗ The proposed project includes matching funds from local or other sources</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IV. Culvert/Stream Crossing Location (please attach a map(s) of the project location and a photo(s) of the existing culvert/crossing to this application):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipality or Unorganized territory where project will take place: York</td>
</tr>
<tr>
<td>GPS Location in Digital Format:</td>
</tr>
<tr>
<td>Mill Lane # 2</td>
</tr>
<tr>
<td>43.18389 -70.73389</td>
</tr>
<tr>
<td>(Available on google maps by clicking the location on the map)</td>
</tr>
<tr>
<td>Culvert/crossing location. Name of the road on which the culvert/crossing is located and distances to the nearest road intersections. Mill Lane. 2600 feet north of Route 91. 4.5 miles south of Emery’s Bridge Road.</td>
</tr>
<tr>
<td>Watershed Location: List the name of the stream, brook, or the water body the culvert is located on, and the downstream, brooks streams, rivers, lakes, ponds, bays, etc.: Tributary into Smelt Brook which outlets to York River.</td>
</tr>
<tr>
<td>Required Maps and Photos: Include the following photos and maps (in color if possible).</td>
</tr>
<tr>
<td>✗ Map marking culvert/crossing location and showing road names.</td>
</tr>
<tr>
<td>✗ Map showing satellite view with culvert/crossing location marked.</td>
</tr>
<tr>
<td>✗ Optional - Map showing culvert/crossing location and its HUC 12 subwatershed on Maine Stream Habitat Viewer.</td>
</tr>
<tr>
<td>Note – All photos should be dated.</td>
</tr>
<tr>
<td>✗ Photo(s) showing condition of culvert/crossing.</td>
</tr>
<tr>
<td>✗ Photo(s) showing downstream side of culvert/crossing (including water level at end of culvert).</td>
</tr>
<tr>
<td>✗ Photo(s) showing inlet side of culvert/crossing (including water level at end of culvert/crossing).</td>
</tr>
<tr>
<td>✗ Photo(s) showing safety conditions such as sinkholes, collapsing structures, erosion undermining, etc.</td>
</tr>
<tr>
<td>✗ Photo(s) and a diagram showing the longitudinal profile of the stream and cross section of the reference reach used in determining the stream’s bankfull width</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V. Scoring Criteria for Public Infrastructure Information (25 Points total):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the culvert/crossing washed out, flooded, overtopped the road, or failed in the past 20 years due to storm events? If yes, please describe how often, and the approximate dates of culvert/crossing failure. (Include</td>
</tr>
</tbody>
</table>
The stream continuously crests at the shoulder of the road. A 36" CMP relief culvert was installed in the past to help alleviate potential overtopping. The road was overtopped in the Mother’s Day storm of 2006 and required riprap protection of the embankment on the downstream side of the road.

<table>
<thead>
<tr>
<th>What is the current condition of the culvert/crossing? All CMP culverts have deteriorated inverts. All culverts have perched outlets. Riprap protection on embankment is stable.</th>
</tr>
</thead>
</table>

Discuss current safety concerns of the existing culvert/crossing? The safety concern is not only quick public works, fire, police and emergency vehicle access but access and protection the Bell Reservoir which is a water district protected water source.

<table>
<thead>
<tr>
<th>In how many years from now do you estimate the culvert/crossing would likely have a complete failure, a complete collapse, or total washout?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 1 year</td>
</tr>
</tbody>
</table>

Has the culvert/crossing been inspected by the Maine Department of Transportation? If so, what is the date of the last inspection and condition classification by Maine DOT? No

Discuss what sort of impacts would occur if the culvert/crossing were to fail? For instance, are there critical public services (fire or police station, hospital, school, public works facility) located on this road that would be cutoff or required to detour? There are no critical public services located on this road however, access to Bell Reservoir would be hampered by loss of Mill Lane at this crossing. Access to the reservoir can be considered as a critical public service as it is a protected water shed by the Water District.

If the culvert/crossing fails, how many homes, businesses, or infrastructure would be cut off?

| # Cut off: 0 | year-round homes |
| # Cut off: 0 | seasonal homes |
| # Cut off: N/A | businesses (list type and size) |
| # Cut off: 0 | infrastructure (list type) |
| # Cut off: 0 | other (list) |

How many homes, businesses, or infrastructure would be required to detour and how many miles would they need to travel?

| # | year-round homes required to detour | 5 | miles |
| # | seasonal homes required to detour | miles |
| # | businesses (list type and size) required to detour | miles |
| # | infrastructure (list type) required to detour | miles |
| # | other (list) required to detour | miles |

**VI. Environmental Scoring Criteria for Proposed Culvert/Crossing Information (50 Points total):**

**Design & Resiliency (20 Points)** Explain how the new culvert/crossing has been sized appropriately for the watershed. Discuss any watershed studies or hydrology studies that have been conducted, if any. The culvert has been preliminary sized on a 1.2 Full Bank width but will be checked with a hydrology/hydraulic analysis for a 100-year storm event.

Please describe what provisions for addressing climate resiliency were used/will be used in designing the replacement culvert/crossing. Describe the degree to which the design meet or exceed the Maine DOT 100-year flood standard. Explain the rationale for not meeting this standard, if applicable. Discuss any watershed studies or hydrology studies that have been conducted, if any. The culvert has been preliminary sized on a 1.2 Full Bank width but will be checked with a hydrology/hydraulic analysis for a 100-year storm event.
Describe the condition of the stream bed through the crossing following construction. Describe the degree to which the new structure will contain a natural bottom. If a culvert, describe the amount of embedment, if and how a natural bottom and/or banks will be maintained within the structure. The stream channel will remain natural, constructed of excavated channel/embankment material consistent with the natural streambed.

**Benefits to Fish & Wildlife Habitat (30 Points)** If the existing culvert/crossing was to be replaced, how much habitat (i.e., miles of stream, or acres of wetland habitat) would be opened up to fish passage and other aquatic life? Unknown.

List the type of fish, aquatic life, or wildlife affected by the project.

- Brook Trout
- Alewives
- Landlocked Atlantic Salmon
- Atlantic Salmon (present today)
- Atlantic Salmon (potential modeled habitat)
- Rainbow Smelt
- American Eel
- Sea-run Brook Trout
- Sea-run Brown Trout

Other: Unknown

Has the presence of these fish been confirmed by Maine IF&W, Maine DMR, or US FWS? Yes No
Please list agency confirming and the species they have identified:

Has the crossing and/or barrier been identified by Maine IF&W or Maine DMR Biologists as a priority for restoration?

Yes No If yes, include any information provided

Describe any reasons the crossing or the waterbody should be considered a priority for restoration, including any input from Maine DMR or Maine IF&W Biologists. Delayed access to Bell Reservoir.

Is the existing habitat active or historical spawning habitat? If so, discuss. Unknown.

Describe any identified habitats or species that could benefit from the project, such as Significant Wildlife Habitats, documented presence of state or federal endangered species within the project area, Species of Greatest Conservation Need (SGCN) identified in Maine’s 2015-2025 Wildlife Action Plan, or other habitats identified in the Maine Beginning with Habitat Map Viewer. Wild Eastern Brook Trout and Atlantic Salmon.

Provide information on any documented invasive fish species within the project drainage (Reference the Maine Stream Habitat Viewer for preliminary information or the appropriate Maine IF&W Regional Fishery Office for a more complete assessment of the site for invasive species): None

<table>
<thead>
<tr>
<th>Is the culvert identified by the Maine Stream Habitat Viewer or by an Agency as a Barrier?</th>
<th>Barrier Identification</th>
<th>Type of Barrier</th>
<th>Estimate how many months per year is Barrier a Full Barrier preventing any fish passage?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
<td># NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Is the Culvert undersized?

Yes No

Width of Culvert: 36”, 24” and 36”

Width of natural stream (not pool at culvert): 5’ – 7’
Is the new crossing/culvert at least 1.2 times the stream bank full width? Explain how bank full width was determined (If not, please explain the rationale for a smaller size. Explain the rationale for not meeting this standard, if applicable. Yes

<table>
<thead>
<tr>
<th>How many miles would open upstream to the next crossing? Is that crossing a barrier to fish passage? 1.25 miles unknown</th>
<th>How many miles downstream to the next crossing? Is that crossing a barrier to fish passage? Unknown</th>
</tr>
</thead>
</table>

What is the nearest barrier upstream of this crossing? .16 miles
What is the nearest barrier downstream of this crossing? Unknown

Connectivity: Describe significant adjacent fisheries or habitats such as heritage waters impacted by this project. Include distances from the project to these other areas. Unknown.

Provide other information about importance or design of the proposed project that benefits fish and/or wildlife: A properly sized structure with a natural stream bed will allow all aquatic life to migrate upstream.

**VII. Scoring Criteria for Proposed Culvert/Crossing Cost & Budget Information (25 Points total):**

Existing culvert/crossing material: Circle One (Plastic pipe, concrete pipe, corrugated metal pipe, concrete box culvert, stone/granite culvert, pipe arch, bridge, or Other type (describe):

Normal flow through 36" and 24" CMPs . Flood flow through an additional 36" CMP.

<table>
<thead>
<tr>
<th>Length: 42'</th>
<th>Diameter: 36&quot; &amp; 24&quot;</th>
<th>Width: NA</th>
<th>Height: NA</th>
<th>Approximate Age: 50</th>
</tr>
</thead>
</table>

Proposed culvert/crossing material: Circle One (Plastic pipe, concrete pipe, corrugated metal pipe, concrete box culvert, stone/granite culvert, pipe arch, bridge, or Other type (describe):

<table>
<thead>
<tr>
<th>Length: 42'</th>
<th>Diameter: NA</th>
<th>Width: 8'</th>
<th>Height: 4'</th>
</tr>
</thead>
</table>

Population of municipality funding project: 12,607

Discuss approximate funds spent on physical repairs within the last 10 years on the culvert/crossing (exclude normal maintenance costs such as painting). The Town of York has no records of physical repair costs.

Discuss any avoided costs associated with the upgrade of the structure. Bypass pumping can be done through the flood culvert saving costs.

What are the estimated construction costs for the culvert/crossing replacement? Include estimated items for mobilization of equipment, erosion control and stream diversion, existing culvert removal, installation of the new culvert, permanent stabilization, and engineering design costs. Indicate the total amount of local matching funds that will be provided. $178,000 (see attached)
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have engineered design plans and construction specifications for the replacement culvert/crossing? If yes, describe who designed the plans, and when the plans were completed. No Conceptual estimate prepared by Stephen J. Bradstreet, P.E # 5740</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the new crossing will be over 20 feet in width, are you planning to request that the Maine Department of Transportation (MDOT) take responsibility for the structure?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>If yes, have you had the design reviewed by MDOT’s Bridge Maintenance Program?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Describe how the project design contributes to the overall efficiency and cost-effectiveness of the structure. A box culvert could be placed while keeping the existing flow through one pipe or the bypass flood pipe. It is possible to place the box culvert footing in the dry and not disturb the stream channel.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the estimated construction schedule for the proposed project? Include estimated start and completion dates and include any time of year restrictions from state or federal permitting agencies. Have you contacted the Army Corps of Engineers (USACE)? Yes, No, or Application Submitted See attached construction schedule and time of year being targeted. The ACOE has not been contacted.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
State of Maine
Department of Environmental Protection
2019 COST PROPOSAL FORM – Round 1
RFP#201903060
Grants for Stream Crossing Public Infrastructure Improvements

<table>
<thead>
<tr>
<th>Bidder’s Organization Name:</th>
<th>Town of York</th>
</tr>
</thead>
</table>

Instructions: The cost proposal must include, at a minimum: the total amount of funds requested under this RFP, the total cost of the project to completion, and the amount of local matching funds dedicated to the project.

The cost proposal may not exceed $95,000. Local matching funds must be included. The Department cannot fund 100% of any project.

<table>
<thead>
<tr>
<th>Total Amount of Funds being Requested</th>
<th>$ 95,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Local Matching Funds Committed to Project</td>
<td>$83,000</td>
</tr>
<tr>
<td>Total Cost to Complete Proposed Project (total of items 1&amp;2 above)</td>
<td>$178,000</td>
</tr>
</tbody>
</table>

Sources of Matching Funds (list):
Road Maintenance, General Fund

Anticipated Construction Timeline: (if awarded)
See attached.
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.

<table>
<thead>
<tr>
<th>Name (Print): Stephen J. Bradstreet, P.E</th>
<th>Title: Principal – Ransom Consulting, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
<td>Date: June 3, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
From: Dean Lessard <dlessard@yorkmaine.org>
Sent: Monday, May 13, 2019 4:03 PM
To: Stephen J. Bradstreet <stephen.bradstreet@ransomenv.com>
Subject: DEP Municipal Stream Crossing Culvert Upgrade Grants

Ransom Consulting, Inc. is authorized to prepare grant applications for stream crossings on behalf of the Town of York.

Dean A. Lessard, P.E. | Director of Public Works
Town of York, Maine
186 York Street | York, Maine 03909
Phone: (207) 363-1010, Ext. 6201
Fax: (207) 363-1012
E-Mail: dlessard@yorkmaine.org
Online: www.yorkpublicworks.org

Follow us!
Facebook: www.facebook.com/YorkMainePublicWorks
Photo 1: 5/29/19 Looking North on Mill Lane.

Photo 2: 5/29/19 Looking South on Mill Lane.

Photo 3: 5/29/19 Upstream of 36" inlet.

Photo 4: 5/29/19 Downstream of 36" outlet.

Photo 5: 5/29/19 Scour hole at outlet.

Photo 6: 5/29/19 Downstream road embankment protection.
13: 5/29/19 Outlet of 36".

14: 5/29/19 Scour hole.

15: 5/29/19 50' downstream.

16: 5/29/19 Confluence with stream from the left.

17: 5/29/19 125' downstream.

18: 5/29/19 175' downstream.
<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
<th>Start Date</th>
<th>Pre-Construction</th>
<th>End Date</th>
<th>Notes</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grant Award</td>
<td>August 26, 2019</td>
<td>September 25, 2019</td>
<td>January 6, 2020</td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Engineering Design</td>
<td>September 25, 2019</td>
<td>January 6, 2020</td>
<td>January 6, 2020</td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Permitting</td>
<td>January 6, 2020</td>
<td>December 25, 2019</td>
<td>March 28, 2020</td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Receive Quotes/Bidding</td>
<td>January 6, 2020</td>
<td>January 6, 2020</td>
<td>March 28, 2020</td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Contractor Selected</td>
<td>March 28, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Purchase Culvert</td>
<td>June 1, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Contractor Mobilization</td>
<td>July 1, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Erosion Control</td>
<td>July 15, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Excavation and culvert preparation</td>
<td>July 22, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Culvert Placement</td>
<td>July 29, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Barfill</td>
<td>August 9, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Riprap</td>
<td>August 16, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Road Restoration</td>
<td>August 23, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>14</td>
<td>Final Grading</td>
<td>August 30, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>15</td>
<td>Demobilization</td>
<td>July 8, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>16</td>
<td>Bypass/Diversion</td>
<td>August 9, 2020</td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>17</td>
<td>Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Cost Estimate</th>
<th>Total Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000.00</td>
<td>$178,000.00</td>
</tr>
</tbody>
</table>
Good morning,
This letter is in regard to the Request for Proposals (RFP) #201903060, issued by the State of Maine Department of Environmental Protection for Round 1 Stream Crossing Public Infrastructure Improvement Projects. The Department received 40 proposals which were reviewed using the evaluation criteria identified in the RFP. While there were a great number of excellent proposals, we are unfortunately unable to fund every proposal this round. The Department is hereby announcing its conditional contract awards to the following bidders:

- City of Auburn - Sopers Mill Road
- Lucerne in Maine Village Corporation (Dedham) - Lake View Avenue
- Town of Bristol - Old County Road
- Town of Cambridge - Bridge Road
- Town of Cambridge - Bailey Road
- Town of Charleston - Bacon Road
- Town of Charleston - Garland Road
- Town of Cherryfield - Willey District Road
- Town of Dexter - Mill Street
- Town of Farmington - Clover Mill Road
- Town of Farmington - Cummings Hill Road
- Town of Fayette - Richmond Mills Road
- Town of Freeport - West Street
- Town of Fryeburg - Farnsworth Road
- Town of Houlton - Morningstar Road
- Town of Marshfield - Church Lane
- Town of Palmyra - Libby Hill Road
- Town of Phillips - Reeds Mills Road
- Town of Rangeley - Bald Mountain Road (#2)
- Town of Rangeley - Bald Mountain Road (#1)
- Town of Starks - River Road
- Town of Thomaston - West Meadow Road
- Town of Turner - Tidwell Road
- Town of Washington - Fitch Road
- Town of West Paris - Ellingwood Road (#1)
- Town of West Paris - Ellingwood Road (#2)
- Town of Whitefield - Sennott Road
- Town of Wilton - Pond Road
- Town of York - Mill Lane (# 2)
The bidders listed above received the evaluation team’s highest rankings. The Department will be contacting the aforementioned bidders soon to negotiate a contract. As provided in the RFP, the Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the Department and the apparent successful bidder. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract.

As stated in the RFP, following announcement of this award decision, all submissions in response to the RFP are considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA). 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6).

This award decision is conditioned upon final approval by the State Procurement Review Committee and the successful negotiation of a contract. A Statement of Appeal Rights has been provided with this letter; see below.

Thank you for your interest in enhancing the stream connectivity and public safety in your community.

Sincerely,

[Signature]

John Macaline  
Office of the Commissioner  
Department of Environmental Protection  
17 State House Station  
Augusta, Maine 04333-0017  
207-615-3279 (direct)  
207-287-2814 (fax)  
john.macaline@maine.gov

**STATEMENT OF APPEAL RIGHTS**

Any person aggrieved by an award decision may request an appeal hearing. The request must be made to the Director of the Bureau of General Services, in writing, within 15 days of notification of the contract award as provided in 5 M.R.S. § 1825-E (2) and the Rules of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases, Chapter 120, § (2) (2).
Good morning,

Congratulations on the conditional award for your proposal for a DEP Stream Crossing Upgrade Grant. The 15 day appeal period has now ended, and I am working to complete the grant contracts to move forward with your award. I will be your contract administrator for the project and I look forward to working with you to make sure these projects are a success.

I will be directly contacting you soon with the contract documents necessary to finalize you grant award. Please keep in mind that the grant cannot retroactively pay for any costs incurred prior to the signing of the contract. Please contact me directly if you have any questions. If you are not the appropriate contact for your municipality, please let me know.

Thank you,
John

John Maclaine
Non-Point Source Training Center Coordinator
Office of the Commissioner
Maine Department of Environmental Protection
17 State House Station, Augusta, ME 04333
(207) 615-3279, john.maclaine@maine.gov
Notice of Public Hearing
Town of York - Board of Selectmen
Monday, August 12, 2019
7:00 PM
York Public Library

The York Board of Selectmen will conduct a Public Hearing regarding Town of York and First Parish Church Lane Settlement to be considered at November 2019 General Referendum.

Printed Copies of the text of this settlement (document dated July 11, 2019) are available at the Town Clerk’s Office in Town Hall, and digital copies are available on the Town website (www.yorkmaine.org).
TOWN OF YORK & FIRST PARISH CHURCH
LAND SETTLEMENT
July 11, 2019

First Parish Church will receive Fee Simple Deeds for the following land:

- Land under Church buildings, grounds and parking
- First Parish Cemetery
- First Parish Woodlands (land behind Church Cemetery)
- The Ramsdell House property (across from Hospital entrance)
- The Old Burial Yard
- The Emerson Wilcox House property

First Parish Church deeds shall contain language conferring land to the Town if no longer needed by the church or successor congregation.

The Town of York will receive Fee Simple Deeds for the following land:

- Land under the current Town Hall and land for the proposed expansion of Town Hall & Parking
- Land under the Old Gaol
- Land under the Remick Barn, Jefferds’ Tavern, the Old School House and adjacent parking area

All Town of York deeds shall contain language conferring land to First Parish if no longer needed by the town.

ADDITIONAL AGREEMENTS:

- Town agrees to survey all land in this settlement north and south of York Street and pay for the legal costs of producing the corresponding deeds.
- Church agrees that the First Parish Cemetery will be maintained as a town cemetery open to all town residents, taxpayers and their immediate families.
- Town & Church agree to execute a maintenance agreement for Town Hall / First Parish Church land.
- Town & Church will each maintain their land South of York Street.
- Town & Church will execute cross easements for utilities, parking & access
• The Church will work with the Town to provide year-round parking spaces on Apple Lane (in the Upper parking lot behind Fellowship Hall) for Town employees during the construction of the New Town Hall addition.

Supporting the revitalization of York is a shared commitment both of the Church and the Town. A new, expanded Town Hall with a planned outdoor stage and publicly accessible bathrooms will allow further utilization of the Town Green that is a vital part of York Village.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: 08/05/2019
DATE ACTION REQUESTED: 08/12/2019
SUBJECT: Proposed Land Settlement and Confirmatory Deeds

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: If the proposed land settlement between the First Parish Church and the Town is approved by the voters in November, the Board commits to provide confirmatory deeds to property owners who acquired land in the past from First Parish Church. This will allow property owners to have a clear title.

RECOMMENDATION: If the proposed land settlement between the First Parish Church and the Town is approved by the voters in November, the Board commits to provide confirmatory deeds to property owners who acquired land in the past from First Parish Church.

PROPOSED MOTION: Move if the proposed land settlement between the First Parish Church and the Town is approved by the voters in November, the Board commits to provide confirmatory deeds to property owners who acquired land in the past from First Parish Church.

PREPARED BY: Julie Ethridge
REVIEWED BY:
Name: Kinley Gregg
Physical Address: 20 Lindsey Road
Mailing Address: P.O. Box 415
Home Telephone: 363-7422 Mobile Telephone: —
Email: apropos876@qwi.net

Agenda Item Requested (Please provide background information):

As you (Steve) know, my neighbors at 12 Lindsey and I each purchased land last year from the First Parish. We took quit claims because the property had never transferred since the royal charter. Now the town asserts it owned (owns) the land. Does the BOS have a plan for addressing such situations? If so, what?


BELOW IS FOR OFFICE USE ONLY

Received Date: ____/____/_____ Received By: ____________________
Date Item Scheduled on Agenda: ____/____/_____
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2019

DATE ACTION REQUESTED: August 12, 2019

☐ ACTION

☒ DISCUSSION ONLY

SUBJECT: Food Trucks (Part II)

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Per the request of the Town Manager and member of the Board of Selectmen I was asked to discuss food trucks and how the Town could allow them on public property on a limited basis, or through special Town events. As I mentioned in my last discussion in June, food trucks or any vehicles that sell food, are not permitted to do so within the limits of any “public way” (see Vehicles for the Sale of Food Ordinance Adopted in 1982). In order to allow food trucks or something similar, to sell food in/on “public ways” on a limited basis, this ordinance needs to be amended. The ordinance could be amended slightly and/or incrementally whereby allowing food trucks to operate in certain designated public areas in Town on certain days of the week (say Monday or Tuesday), which is likely when restaurants are more likely to be closed. Also, the Town could allow them to operate solely during special family days or Town events only. Again, though limited, this may be a way to test outcomes for setting up a broader program to allow them to operate in certain sections of Town more often. The Board, at its discretion, could (and should) place a “sunset clause” within the ordinance that would allow for a review process of the potential positives or negatives as a result of the amendments, and fix or eliminate them as appropriate.

Other ordinances that should be reviewed and amended as part of permitting food trucks to operate on a limited basis would be the Business Licensing Ordinance (I suggest adding a separate “food truck” section with separate fee). This would help ensure licensing and inspections are complete prior to use and that the Town is collecting a reasonable amount of money for permitting them. Also, the Town does not allow formulaic restaurants. We’ll want to safeguard, through the process and potentially highlighted in the actual amendments to the “Vehicles for the sale of Food Ordinance,” that they are in compliance with that standard.

RECOMMENDATION: As I stated before, food trucks seem to be the rave and are generally thought of as a unique and distinctive dining experience in most cities and towns in Maine and around the country. They offer a casual way to promote food as a conduit for social capital, community togetherness, as well as highlight and breathe life into a certain areas of a community. I think by carefully amending the ordinance(s) to allow this type of dining occurrence (at first) on a limited basis with appropriate performance standards only enhances the “York” experience. Again, these changes
include modification to the Vehicles for the Sale of Food Ordinance; the Business Licensing Ordinance, which would establish an inspection process and appropriate fee schedule; and the incorporation of a "sunset clause" in both seem like reasonable first steps to testing food truck dining in Town. Potential areas in York where consideration to allow food trucks on a limited basis may include but not be limited to the Beach Ball Field, in front of or near the Town Hall, Bog Road Fields, Short Sands Road, York Public Library, and Mount Agamenticus. As I stated before this might benefit, diversify and add positive market competition to York's culinary experience for visitors and locals alike. I am certain through the rule making process we can ensure these distinctive food establishments on wheels pay their fair share to operate in Town.

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<thead>
<tr>
<th>PROPOSED MOTION:</th>
<th>N/A</th>
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<tr>
<th>FISCAL IMPACT:</th>
<th>Perhaps revenue gained from permitting and/or leasing fees</th>
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<tbody>
<tr>
<td>DEPARTMENT LINE ITEM ACCOUNT:</td>
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<tr>
<td>BALANCE IN LINE ITEM IF APPROVED:</td>
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PREPARED BY: Dylan Smith, Planning Director      REVIEWED BY:
Vehicles for the Sale of Food Ordinance

Town of York, Maine

Most Recently Amended: May 16, 2015

Prior Dates of Amendment:

Date of Original Enactment: June 23, 1982

ENACTMENT BY THE LEGISLATIVE BODY

Date of the vote to amend this Ordinance: May 16, 2015.

Certified by the Town Clerk: [Signature] on [Date]
VEHICLES FOR THE SALE OF FOOD

Section 1. Prohibition

Every person, firm or corporation in hereby prohibited, within the limits of the Town of York, from maintaining or standing, within the limits of any public way, any vehicle for the sale of food.

Section 2. Enforcement

Enforcement of this ordinance shall be and is hereby declared to be within the authority of the town's Police Department.

Section 3. Penalty

Any person who violates this ordinance shall be subject to a civil penalty of $100.00 for the first offense, $150.00 for the second offense, and $250.00 for the third and subsequent offenses.

Section 4. Waiver/Payment of Fines

Any person charged with a violation of this section, shall be allowed to waive such violation and tender to the Town of York the fine amount if paid within 20 days of issuance of the summons. If the waiver fine is paid, no appearance before a District Court Judge or other judicial officer shall be required. If the offender pays the waiver fine, the matter will be closed in the York Police Records system and listed as a subsequent offense for future violations.

If the offender chooses not to pay the waiver fine, he/she shall appear in court on the specified date to answer for the ordinance violation. If the offender is found to have committed the offense in court, fines, applicable court fees, attorney’s fees, and prosecution costs may apply.

Adopted June 23, 1982
Business Licensing Ordinance

Town of York, Maine

Date of Current Revision: May 16, 2015

Date of Prior Revisions: November 4, 2014

Date of Original Enactment: May 17, 2014

ENACTMENT BY THE LEGISLATIVE BODY

Date of the vote to amend this Ordinance: May 16, 2015.

Certified by the Town Clerk: [Signature] on [Date]
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SECTION 1: PURPOSE AND SCOPE

1.1 Purpose
The purpose of this Ordinance is to establish a unified licensing process and standard for all types of business licenses which the Town issues. Through this Ordinance the Town seeks to apply reasonable controls on businesses as it seeks to protect public health, safety and welfare.

1.2 Licensed Activities
No person or business shall engage in any of the following activities unless they possess a valid Town business license to do so. Section references point to license-specific requirements of this Ordinance.

**Lodging**
- Bed and Breakfast (see §4.2.1)
- Innkeepers (see §4.2.2)

**Food and Beverage**
- Food Service (see §4.2.3)
- Liquor (see §4.2.4)
- Bottle Club (see §4.2.5)

**Entertainment**
- Special Amusement (see §4.2.6)
- Dance Hall (see §4.2.7)
- Coin-Operated Amusement (see §4.2.8)
- Bowling Alley (see §4.2.9)

**Miscellaneous**
- Transient Sellers (see §4.2.10)
- Flea Market (see §4.2.11)
- Junkyard, Automobile Graveyard, and Automobile Recycling Business (see §4.2.12)
- Medical Marijuana Grower (see §4.2.13)

**For local approvals required for State licenses, see also:**
- Bingo, Beano and Games of Chance (see §4.3.1)
- Off-premise Catering (see §4.3.2)
SECTION 2: GENERAL PROVISIONS

2.1 Licensing Authority
The Board of Selectmen shall serve as the Town's licensing board.

2.2 Licenses Not Transferable
A license shall be specific to the applicant and the property, and shall not be transferrable to another person or property.

2.3 License Expiration
All licenses shall expire one year from the last day of the month of the vote to issue or renew, except that in the case of an applicant with multiple licenses where the Board shall ensure that all licenses have a single expiration date to simplify future renewals. In addition, the Board may, for good cause, shorten the timeframe for which a particular license is issued.

2.4 Display of License Placard Required
When the Board issues a new license, renews a license, or amends a license, the Town Manager’s Office shall issue a new printed license placard. This license placard shall be displayed at the licensed establishment such that it is readily visible to customers, people at the establishment, and Town officials.

The license placard shall indicate the following information:

- applicant’s name
- establishment name;
- street address of establishment;
- license type(s);
- date of license issuance;
- date of license expiration;
- if applicable, seating capacity or occupancy limits; and
- other limits or restrictions specified by the Board.

2.5 Inspections
Inspections are mandatory for most licensed businesses. The following shall apply.

2.5.1 Required Inspections
Each establishment shall be inspected by Town staff as a condition of the issuance of new license or for renewal. For each license type, the Ordinance specifies which departments are required to inspect and describes the frequency and nature of inspections (see Section 4.2). Submittal of an application to the Town Manager’s Office constitutes agreement to make the premises available for inspection during normal working hours. Such inspections shall generally be conducted prior to action by the Board of Selectmen, but may be deferred by the Board if the operation is seasonal and not open at the time of application, or for other good cause.
A. **Code Inspection.** Code inspections are to be conducted by a Code Enforcement Officer (CEO). The purpose of code inspection is to look for signs of septic failure/septic tank pumping/grease trap cleaning (as applicable), to look for code-related problems such as exposed wiring or faulty plumbing, and to look for compliance with standards and requirements of this Ordinance and applicable permits and approvals. For a new or expanded establishment, the CEO shall also verify the possession of a valid Occupancy Permit from the Town.

B. **Fire Inspection.** Fire inspections are to be conducted by the fire department with jurisdiction. The purpose of fire inspection is to ensure initial and ongoing compliance with life/safety code requirements, with a focus on safe means of egress, exit signs, emergency lighting, audible alarms, building sprinkling, provision of fire extinguishers, and other such matters. For a new or expanded establishment, the fire inspector shall also verify compliance the possession of any approvals needed from the State Fire Marshall’s Office.

C. **Police Inspection.** Police inspections are to be conducted by York Police Officers. The purpose of police inspection is to help prevent violations within their jurisdiction, such as but not limited to liquor laws and the Noise Ordinance.

**2.5.2 Optional Inspections**
Any Town department which has been assigned inspection responsibilities with respect to license issuance shall also have the authority to make an unannounced inspection during open hours of the establishment. The license holder shall accommodate this request unless there is reasonable cause to delay the matter.

**2.6 Application Fee**
The application fee shall be paid at the time of application submittal, and shall be non-refundable. The following shall apply.

**2.6.1 New Licenses and Renewals**
The fee shall be the sum of the following:
A. $60; plus
B. $30 for each license after the first; plus
C. $50 if a public hearing is required by the Ordinance.

**2.6.2 License Amendments**
The fee for a license amendment shall be $25.

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

**2.8 Effective Date**
Except as otherwise provided, this code and any subsequent amendments shall take effect immediately upon approval by the voters of the Town of York.
SECTION 3: APPLICATION PROCESS

3.1 Application Procedures
An application shall be submitted to obtain a new license, renew an existing license, or amend an existing license. The review process is identical for each of these procedures with the exception of the public hearing (see §3.6).

3.1.1 Application Form and Instructions
The Board shall adopt, and may from time to time amend, an application form and printed application instructions. These shall be available in the Town Manager’s Office and on the Town’s web page.

3.1.2 Transition Period

A. Existing Licenses
Any license issued under prior licensing codes shall remain in effect for either one year or until the current license expires, whichever occurs first.

B. Applications in Process
Any complete application which has been received by Town staff, but not yet decided by the Board of Selectmen at the time this Ordinance is enacted or amended, shall be heard and decided based on the codes in effect at the time of receipt by Town staff.

C. Exception for Newly Regulated Establishments
In cases where a Town license had not been required of an establishment in the past, a newly required license shall be obtained no later than 6 months after the date of enactment of the relevant code provision.

3.2 Submittal of Application
The applicant shall complete and submit to the Town the application form along with all supplemental information and materials per the instructions included with the form. Application materials shall be delivered to the Town Manager’s Office by any of the following means:

3.2.1 Delivered in person to the Town Manager’s Office in Town Hall during normal business hours; or

3.2.2 Delivered by mail to: Town Manager/License Application, 186 York St., York, ME 03909
3.3 Timing of Application

3.3.1 New Licenses and License Amendments
The application for a new or amended license may be submitted at any time, but the license must be obtained before the licensed activity is started. Generally it is best to apply 30 to 60 days in advance of the anticipated start date.

3.3.2 License Renewals
An application for license renewal shall be submitted no sooner than 90 days prior to expiration of the current license(s). It is advised to apply no later than 30 days prior to the expiration date.

3.4 Administrative Review of Application
The Town Manager’s Office shall initiate an administrative review of the application by the Departments as specified in this Ordinance. Copies of the application shall be distributed to: any department which is required to evaluate the application and/or perform an inspection; the Police Department for information about any criminal record of the applicant (where applicable); to the Tax Collector for verification that all taxes have been paid for the property and business in question; and to any applicable utility district serving the property.

3.5 Public Notice
Prior to the Board meeting at which the application will be considered, the Town Manager’s Office shall provide public notice in accordance with the following:

3.5.1 Agenda
An agenda for the meeting shall be posted in Town Hall no later than noon the Friday prior to the Board meeting. This agenda shall identify the name of the applicant, the name of the property owner (if different than the applicant), the street address of the property, and the list of licenses being applied for.

3.5.2 Legal Notice if a Public Hearing
If there is to be a public hearing, legal notice of the hearing shall be required. Such notice shall indicate the same information as included on the agenda, plus the date, time and place of the hearing. No later than 5 days in advance of the meeting, the notice shall be: published in a newspaper with general circulation in Town; posted in at least 2 public places in Town; posted on the Town’s web page; and listed on the Town’s public access cable television station.

3.5.3 Notice to Applicant
The applicant shall be notified by first-class mail of the Board meeting at which the Board will act on the application. If there is to be a public hearing, the applicant shall be asked to attend if a public hearing in case there are questions to be answered.

3.5.4 Conflicting Provision
In the event there are conflicting requirements in state statute or another ordinance, the standard which imposes the higher standard for public notification shall apply.
3.6 Public Hearing
The Board shall conduct a public hearing prior to deciding on an application for a new license or to amend an existing license. The public hearing is an opportunity for the public to offer input to the Board, either speaking at the hearing or by providing written comments to be read at the meeting.

3.7 Decision
The Board shall vote to make one of the following decisions.

3.7.1 Approval
The Board shall grant approval of an application when the applicant demonstrates full compliance with this Ordinance and other applicable Town codes. Conditions may be imposed by the Board to achieve the purposes of this Ordinance and other applicable Town codes, as follows:

A. Conditions Precedent. The Board may impose conditions precedent to ensure the applicant fulfills certain obligations prior to receipt of the license. (Example: septic tank to be pumped before the license is issued.)

B. Conditions Subsequent. The Board may impose conditions subsequent to ensure the licensed activity will comply with specified parameters. (Example: outside lights shall be turned off no later than 30 minutes after the close of business each night.)

3.7.2 Denial
Except as provided below, the Board shall deny an application that has not demonstrated compliance with the requirements of this Ordinance and other relevant Town ordinances. The motion to deny must identify the specific reason(s) for denial.

A. Life Safety 101 Code. With a corrective plan approved in writing by the Fire Chief, an applicant may be allowed not more than 3 years to fully remedy identified Life Safety 101 Code violations, and licenses may be issued during this time.

B. Consent Agreements. Where a Consent Agreement with the Board of Selectmen allows a violation to persist for a period of time before being fully remedied, licenses may be issued during this time.

3.8. Appeals
Any decision, action, or inaction pertaining to this Ordinance by the Board may be appealed to York County Superior Court, unless otherwise specified by license type per §4.2. Any appeal must be filed within 30 days of the decision or action being appealed.

3.9 Enforcement
Enforcement of this Ordinance shall be as follows.

3.9.1 Enforcement Responsibilities
Enforcement authority pursuant to this Ordinance varies by license type, and is specified for each license type as being the Code Enforcement Officer (CEO), a York Police Officer, or the Fire Chief with jurisdiction or their designee. In the event CEO enforcement action is required at a time when a CEO is not working, a
Police Officer may initiate necessary enforcement action until such time as the matter can be turned over to a CEO. Reference in this Ordinance to the enforcement authority of the Fire Chiefs in no way diminishes their authority under Life Safety 101 and other applicable codes and statutes.

3.9.2 Enforcement Actions
Actions taken to enforce this Ordinance shall generally follow the sequence provided here, except that steps may be skipped in the event there is an expectation that delay would cause significant harm to public health or safety.

A. Reminder
When a business fails to obtain a license, renew its license(s) in a timely manner, or fails to comply with conditions of its license or the provisions of this Ordinance, the Town Manager’s Office shall contact the person to remind them of the requirement to obtain a license, renew their license or to comply with the license requirements. If the lapse in license(s) exceeds 60 days this matter shall be turned over to the designated enforcement authority for formal enforcement action.

B. Verbal Warning
Provide a verbal warning to the license holder and any other relevant parties citing the specific violation and advising them to cease the violation. All verbal warnings shall be documented in writing following delivery.

C. Notice of Violation
In the event the Verbal Warning does not result in compliance, a Notice of Violation and Order for Corrective Action shall be issued. This Notice shall document the violations in terms of actions and code sections violated, and shall order the violation to cease immediately unless a later deadline is expressly included. This shall be delivered in person or by any means where receipt is documented in writing (such as certified mail/return receipt requested).

D. Board of Selectmen’s Action
In the event the Notice of Violation and Order for Corrective Action does not result in compliance, the matter shall be documented in writing and turned over to the Board. For any violation forwarded to the Board and not resolved within 7 working days thereafter, the Board shall schedule a public hearing on the matter. Public notice shall meet the requirements as specified in §3.5, except that the license holder shall be notified by certified mail or an equivalent means, sent at least 7 days prior to the public hearing. If the Board chooses to take enforcement action, it shall have the authority to take any of the following actions, which is not necessarily a sequence of steps but rather a list of options:

1. Suspend License. The Board may suspend the license(s) for a fixed period of time not to exceed 30 days. No license may be suspended more than once per year.
2. Revoke License. The Board may revoke the license(s). If revoked, the license holder shall not re-apply for a new license within 60 days of the Board’s vote.

3. Prosecute. The Board may initiate any and all actions and proceedings, either legal or equitable, including seeking injunctions of violations and the imposition of fines, that may be appropriate and necessary to enforce the provisions of this Ordinance in the name of the Town. If prosecution is successful, the Town shall not accept any applications for a new or renewed license within 120 days of the Court Decision.

3.10 Penalties

Any person who violates this ordinance shall be subject to a civil penalty of $100.00 per day per violation for the first offense, $250.00 per day per violation for the second offense and subsequent offenses within a 2 year period. The “per day” period shall begin at the first date on which the violation can be demonstrated.

3.11 Waiver / Payment of Fines

Any person charged with a violation of this section, shall be allowed to waive such violation and tender to the Town of York the fine amount if paid within 20 days of issuance of the summons. If the waiver fine is paid, no appearance before a District Court Judge or other judicial officer shall be required. If the offender pays the waiver fine, the matter will be closed in the York Police Records system and listed as a subsequent offense for future violations.

If the offender chooses not to pay the waiver fine, he/she shall appear in court on the specified date to answer for the ordinance violation. If the offender is found to have committed the offense in court, fines, applicable court fees, attorney’s fees, and prosecution costs may apply.
SECTION 4: STANDARDS

4.1 General Standards and Requirements Applicable to All Licenses
The following shall be considered prior to any license-related actions by the Board, and compliance shall be required throughout the license period. Failure to comply with these standards and requirements shall be a basis for enforcement action pursuant to this Ordinance.

4.1.1 Character of the Applicant
No license shall be issued to anyone who has not demonstrated good moral character. In determining good moral character, the Board shall consider all evidence presented. This shall include, but not be limited to the following:

A. The applicant’s police record, if any. Conviction of a Class D or more serious crime may be considered as evidence that the applicant lacks good moral character.

B. The applicant’s past and present compliance with the provisions of this Ordinance and other applicable Town and State codes, and with requirements of any utility districts which provide service.

4.1.2 Taxes and Fees Paid
All property taxes, personal property taxes and any Town fees shall be paid in full before the license is issued. Compliance shall be verified by the Tax Collector before issuance, renewal or amendment of a license.

4.1.3 On-Site Septic
If the licensed establishment utilizes a septic system, compliance with Town septic tank pumping requirements shall be required. Compliance shall be verified by the CEO before the Board issues, renews or amends a license.

4.1.4 Grease Traps
If the licensed establishment utilizes a grease trap, compliance with cleaning requirements of State and/or local plumbing codes shall be required. Compliance shall be verified by the CEO before the Board issues, renews or amends a license.

4.1.5 Land Use Compliance
The licensed activity shall occur on a property permitted, approved or grandfathered for the use. Compliance shall be verified by the CEO before the Board issues or amends a license.

4.1.6 Code Compliance
All license holders shall comply with all Town codes, including but not limited to the Noise Ordinance. Compliance shall be verified by the CEO before the Board issues, renews or amends a license. If a violation has been cited in writing, it shall be resolved before the Board issues, renews or amends a license.

4.1.7 Life Safety Code Compliance
For any license which requires a fire inspection, the purpose of such inspection shall be to ensure compliance with Life Safety 101 Code requirements.
4.1.8 Nudity
The purpose of this section is to regulate nudity as a form of live entertainment in those establishments which are licensed under this Ordinance.

A. No license holder shall permit entertainment on the licensed premises, whether provided by professional entertainers, employees of the establishment, or any other person, when such entertainment involves any of the following:

1. the performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any sexual acts which are prohibited by law;

2. the actual or simulated touching, caressing, or fondling of the breasts, buttocks, anus, or genitals; and/or

3. the actual or simulated displaying of the genitals, pubic hair, buttocks, anus, or any portion of the female breasts at or below the areola.

B. No license holder shall permit any person to remain in or upon the licensed premises who exposes to any public view any portion of his or her genitals or anus or any portion of the female breasts at or below the areola.

For the purpose of this section, “display” or “displaying,” and “expose” or “exposing” shall mean unclothed or un-costumed or not covered by a fully opaque material.

4.2 License-Specific Standards and Requirements
The following are standards and requirements unique to each type of license issued by the Town. These are required in addition to other standards specified in this Ordinance. For other instances when the Board is required to act on a local license (such as but not limited to closing out sales, billiard rooms, etc.), the Board shall apply the general standards of this Ordinance and any applicable statutory requirements.

4.2.1 Bed and Breakfast License
This license shall be required for operation of a Bed and Breakfast as defined in the York Zoning Ordinance. The following shall apply:

A. Inspections Required:
   1. Code Inspection - annual.
   2. Fire Inspection - annual.

B. Concurrent Food Service License. The Bed and Breakfast License implicitly includes food preparation, so a separate Food Service License from the Town shall not be required, but all standards pertaining to the Food Service License shall apply.

C. Concurrent Liquor License. If liquor is to be sold, a separate Liquor License is required per Title 28-A M.R.S. §1061-A.
D. State Licenses. A State Bed and Breakfast License from the Maine Department of Health and Human Services shall be required. Possession of a Lodging Place License or an Eating and Lodging License is not an acceptable alternative. A license from the Maine State Fire Marshal’s Office shall also be required.

E. Verification of Use for Transient Occupancy. For license renewals, the code inspection shall include a review of the records of guest registration and departure during the prior license year to ensure that all guest stays comply with requirements for transient occupancy if so limited by the Zoning Ordinance.

F. Related Laws. See Zoning Ordinance, Section 7.7.

G. Statutory Authority. Home rule authority.

H. Enforcement Authority. CEO and Fire Chief.

I. Appeals. The Board of Appeals shall have jurisdiction to hear appeals of Board decisions regarding Bed and Breakfast Licenses.

4.2.2 Innkeeper’s License
This license shall be required for operation of a Hotel, Motel or Inn as defined in the York Zoning Ordinance or Life Safety 101 Code, whichever is more broadly defined. The following shall apply:

A. Inspections Required:
   1. Code Inspection - annual.
   2. Fire Inspection - annual.

B. State License. A State Lodging Place License or an Eating and Lodging License shall be required.

C. Verification of Use for Transient Occupancy. For license renewals, the code inspection shall include a review of the records of guest registration and departure during the prior license year to ensure that all guest stays comply with requirements for transient occupancy if so limited by the Zoning Ordinance.

D. Related Laws. See Title 30-A M.R.S. §3801 et seq.

E. Statutory Authority. Mandated per Title 30-A M.R.S. §3811.

F. Enforcement Authority. CEO and Fire Chief.

4.2.3 Food Service License
This license shall be required for any person who prepares and offers for sale food or drink for public consumption on-site (restaurant) or off-site (take-out restaurant), but not for the preparation of packaged foods. This License was formerly called the Victualers License. The following shall apply:
A. The purpose of this license is solely to ensure compliance with the general standards imposed on all licensed businesses. This is not a health-related permit and the Town will not engage in health-related inspection of the premises because the Town does not have certified health inspectors as would be required to inspect per Title 22 M.R.S. §2499.

B. **Inspections Required:**
   1. Code Inspection - annual.
   2. Fire Inspection - annual.

C. **State License.** A State Eating Establishment License or an Eating and Lodging License shall be required per Title 22 M.R.S. §2492(1).

D. **Statutory Authority.** Home Rule Authority.

E. **Enforcement Authority.** CEO and Fire Chief.

**4.2.4 Liquor License**

This license is required for the sale of liquor (as defined in Title 28-A M.R.S. §2) to be consumed on the premises. The following shall apply:

A. **Inspections Required:**
   1. Fire Inspection - annual.
   2. Police Inspection - annual.

B. **State License.** A Maine Liquor License per Title 28-A M.R.S. §1051(1) from the Maine Bureau of Alcoholic Beverages and Lottery Operations, or other state or federal license if the liquor is manufactured on-site, shall be required.

C. **Statutory Authority.** Title 28-A M.R.S. §1051(2).

D. **Enforcement Authority.** York Police Department and Fire Chief.

**4.2.5 Bottle Club License**

This license shall be required for any Bottle Club, as defined in Title 28-A M.R.S. §2(3). The following shall apply:

A. **Additional Public Notice Requirement.** See Title 28-A M.R.S. §161-B(2) because it requires greater public notice than the general standards of this Ordinance.

B. **Inspections Required:**
   1. Fire Inspection – annual.

C. **State Registration.** A bottle club shall register annually with the Maine Bureau of Alcoholic Beverages and Lottery Operations. This shall be verified by the Police Department prior to license renewal.
D. **Restriction on Hours of Operation.** No bottle club shall operate between the hours of 2:00 AM and 6:00 AM on January 1st, or between the hours of 1:00 AM and 6:00 AM on other days. The operator of a bottle club shall require all members, guests or other patrons to vacate the premises by 2:15 AM on January 1st and by 1:15 AM on all other days.

E. **Related Laws.** See Title 28-A §161-162.

F. **Statutory Authority.** Title 28-A M.R.S. §161-B(4).

G. **Enforcement Authority.** York Police Department and Fire Chief.

H. **Appeals.** The Maine Bureau of Alcoholic Beverages and Lottery Operations shall have jurisdiction to hear appeals of actions by the Board per Title 28-A M.R.S. §161-B(4). Appeals relating to administration or enforcement shall be filed with the York County Superior Court.

4.2.6 **Special Amusement License**

This license shall be required for an establishment where liquor is sold for on-site consumption and which also provides live music, dancing, and/or entertainment of any kind. The following shall apply:

A. **Inspections Required:**
   2. Fire Inspection – annual.

B. **State License.** State Liquor License is required. If dancing is involved, a Dance Hall license from the Maine State Fire Marshal shall also be required. To be verified annually for license renewal.

C. **Performance Standard.** Music, dancing and entertainment shall occur entirely indoors, and all doors and windows shall be closed after 9:00 PM and before 9:00 AM. Establishments with Special Amusement Licenses that date back prior to the establishment of this standard shall be vested in their right to continue with past practice provided there has been no gap of 2 years or more in their past licensing.

D. **Concurrent Licenses.** Town Liquor License shall also be required.

E. **Related Laws.** Title 28-A M.R.S. §1054.

F. **Statutory Authority.** Title 28-A M.R.S. §1054(2).

G. **Enforcement Authority.** CEO, York Police Department and Fire Chief.

H. **Appeals.** The Board of Appeals shall have jurisdiction to hear appeals - see Town of York Home Rule Charter Article IV, Section 7(C)(4) and Title 28-A M.R.S. §1054(8).
4.2.7 Dance Hall License
This license shall be required for any establishment with public dancing that is subject to State licensing under Title 8 M.R.S. §161, unless that establishment has a Special Amusement License. The following shall apply:

A. Inspections Required:
   1. Fire Inspection - annual.
   2. Police Inspection - annual.

B. State License. A permit from the State Fire Marshal shall be required.

C. Statutory Authority. Home rule authority.

D. Enforcement Authority. York Police Department and Fire Chief.

4.2.8 Coin-Operated Amusement License
This license shall be required for any pin ball machines or video games offered for public entertainment for a fee. The following shall apply:

A. Inspections Required:
   1. Police Inspection - annual.

B. Number of Devices. This license shall not limit the number of devices at a particular location, nor shall the application fee be based on the number of devices.

C. Statutory Authority. Generally see Title 8 M.R.S. §441 – 450. Requirement for this license is established in Title 8 M.R.S. §441. For specific authorization for the Board to issue such licenses, see Title 8 M.R.S. §446-A.

D. Copy of License to Police Department. Upon issuance of a Coin-Operated Amusement License, a copy of the License shall be forwarded to the York Police Department per Title 8 M.R.S. §448.

E. Enforcement Authority. York Police Department.

4.2.9 Bowling Alley License
This license shall be required for the operation of any bowling alley. The following shall apply:

A. Inspections Required:
   1. Fire Inspection - annual.

A. Statutory Authority. Title 8 M.R.S. §2.

B. Enforcement Authority. CEO and Fire Chief.
4.2.10 Transient Sellers License
This license shall be required of any Transient Seller. The following shall apply.

A. **Inspections Required:** none.

B. **Definitions.** In the context of Transient Sellers Licenses, the definitions of Title 32, M.R.S. §14701 shall apply, except as provided below:

1. **Transient Seller.** Any person who engages in the business of selling merchandise and/or services to consumers by means of personal contact and who does not have, for the purposes of carrying on such business, any permanent place of business within the Town of York. This shall not include:
   - a person who sells at public fairs, expositions or bazaars;
   - a person who sells exclusively by mail contact, except for a person who offers merchandise or money prizes free of charge, such as contest prizes or gifts for answering a survey, but who requires the recipient to pay something of value in order to participate in this offer, including, but not limited to entrance fees, processing fees or handling charges; or
   - a member selling on behalf of a public service organization;
   - a supervised lender as defined in Title 9-A M.R.S. §1-301(39).

2. **Public Service Organization.** Any organization classified as a 501.C.3 under the Internal Revenue Code, and other non-profit and community service groups such as the Boy Scouts, Girl Scouts, American Legion, Rotary Club, public school groups and religious organizations.

C. **Police Department Review.** Prior to issuance of a Transient Sellers License, input from the Police Department shall be obtained regarding the proposed activity.

D. **Performance Standards.** The following shall apply:

1. **Registration.** Licensees shall be registered with the Maine Department of Professional and Financial Regulations.

2. **Identification.** When engaged in transient sales, licensees or an agent/designee shall carry a current Maine Transient Sellers registration, and a picture ID approved by the York Police Department, attached to the outside of their clothing and clearly visible at all times.

3. **Hours of Solicitation.** Solicitation of door-to-door sales shall only take place Monday through Saturday between the hours of 9:00 AM and 5:00 PM, but no later than sunset.

4. **License Duration.** The Board shall determine the duration for this license based on the needs of the applicant and the recommendation of the Police Department. In no case shall this exceed the limit established in §2.3.

E. **Related Laws.** Title 32 M.R.S. §14701-14716.
F. **Statutory Authority.** Title 32 M.R.S. §14705 and home rule authority.

G. **Enforcement Authority.** York Police Department.

### 4.2.11 Flea Market License

This license shall be required for operation of a flea market, as defined in the York Zoning Ordinance. The following shall apply:

A. **Inspections Required:** none.

B. **Public Safety Review.** Prior to issuance of a new or amended Flea Market License, input from the Police Department and Fire Department of jurisdiction shall be obtained regarding the layout of the flea market and each of the performance standards listed below.

C. **Performance Standards.** In addition to any requirements imposed by other Town codes, the following shall apply:

1. **Access.** There shall be only one vehicular access to the site unless more are requested by Police or Fire to improve public safety.

2. **Control Along Road Frontage.** All road frontage, except at the entrance, shall be curbed, fenced or otherwise barricaded to control unauthorized vehicle access to the site.

3. **On-Site Parking.** Three on-site customer parking spaces shall be provided per vendor.

4. **Sanitary Facilities.** Separate male and female sanitary facilities shall be provided for public use.

5. **Storage.** All displays, tables, goods, rubbish containers, chairs and other such materials shall be stored within a building when sales are not occurring.

D. **Related Laws.** See Zoning Ordinance.

E. **Statutory Authority.** Home rule authority.

F. **Enforcement Authority.** CEO.

### 4.2.12 Junkyard, Automobile Graveyard, and Automobile Recycling Business License

This license shall be required for the establishment, operation or maintenance of a junkyard, automobile graveyard, and/or automobile recycling business, as these terms are defined in Title 30-A M.R.S. §3751. The following shall apply:
A. **Inspections Required:**
   2. Fire Inspection – annual.

B. **Statutory Authority.** Title 30-A M.R.S. §3753.

C. **Related Laws.** See also the Zoning Ordinance, and Title 30-A M.R.S. §3751-3760, and Title 29-A M.R.S. §1101-1112.

C. **Enforcement Authority.** CEO, York Police Department and Fire Chief.

### 4.2.13 Medical Marijuana Grower License

This license shall be required for a Medical Marijuana Registered Dispensary or Medical Marijuana Production Facility. The following shall apply:

A. **Inspections Required:**
   1. Police Inspection – at initial licensing to ensure security meets State requirements.

B. **Definitions.**

   1. **Medical Marijuana.** Marijuana that is acquired, possessed, cultivated, manufactured, used, delivered, transferred or transported to treat or alleviate a qualifying patient’s debilitating medical condition or symptoms associated with the qualifying patient’s debilitating medical condition.

   2. **Medical Marijuana Caregiver:** A person, licensed hospice provider or licensed nursing facility that is designated by a qualifying patient to assist the qualifying patient with the medical use of marijuana in accordance with state law. A person who is a medical marijuana caregiver must be at least 21 years of age and may not have been convicted of a disqualifying drug offense.

   3. **Medical Marijuana Registered Dispensary.** A not-for-profit entity registered pursuant to state law that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana, paraphernalia or related supplies and educational materials to qualifying patients and the primary caregivers of those patients. Note that a dispensary may be either a single facility, or it may be divided into two separate but related facilities where growing is done at only one of the facilities.

   4. **Medical Marijuana Production Facility.** A facility used for cultivating, processing, and/or storing medical marijuana by a medical marijuana caregiver at a location which is not the medical marijuana caregiver’s
primary year-round residence or their patient’s primary year-round residence.

C. **State Authorization.** Prior to issuance, renewal or amendment of a License, the applicant must demonstrate their authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program. Loss of such State authorization shall automatically invalidate the Town-issued License.

D. **Related Laws.** See: Zoning Ordinance; Title 22 M.R.S. Chapter 558-C, Maine Medical Use of Marijuana Act; 10-144 C.M.R. Chapter 122, Rules Governing the Maine Medical Use of Marijuana Program.

E. **Statutory Authority.** Home rule authority.

F. **Enforcement Authority.** York Police Department.

### 4.3 Local Approval For State Licenses

For any State license which requires local approval but for which no local license is required, the Board of Selectmen shall place the request on a meeting agenda and shall act on that item without the need for any local application, fee or public hearing.

#### 4.3.1 Bingo, Beano and Games of Chance License

To obtain necessary State licenses, local approval is required for any organizations which offer bingo, beano and/or games of chance. The Board typically issues an annual blanket approval for all organizations which offer these games to help streamline the process for all parties. The following shall apply:

A. **State License.** Licenses from the Chief of the Maine State Police - Bingo and Beano License per Title 17 M.R.S. §312, and/or Games of Chance License per Title 17 M.R.S. §1832. These licenses are issued after local approval.

B. **Statutory Requirement for Local Approval.** Regarding Bingo and Beano – see Title 17 M.R.S. §313. Regarding Games of Chance – see Title 17 §1832(4). For general standards see Title 17 M.R.S. §311-329 (bingo & beano) and §1831-1846 (games of chance).

C. **Enforcement Authority.** York Police Department.

### 4.3.2 Off-Premise Catering License

This license is required for an establishment with a Liquor License to sell liquor at a location other than their licensed place of business, such as at a catered event. This approval is specific to the caterer, the date of the event, and the property. The following shall apply:

A. **State License.** State Liquor License and Special Permit for Catering Privileges. The Special Permit is not available before local approval is granted.
B. Related Law. See Commercial Functions on Residential Lots Accessory to Residential Use - Zoning Ordinance §7.17, if applicable.

C. Designation of Authority to Town Manager and Reduced Public Notice Requirement. Because these approvals may be required with very little advance notice, the Town Manager shall be designated to provide local approval without advance public notice on behalf of the Board, as allowed by Title 28-A M.R.S. §1052(4)(G). The Board shall receive copies of any such approvals granted by the Town Manager at or before the next regularly scheduled meeting of the Board.

D. Statutory Authority. Title 28-A M.R.S. §1052.

D. Enforcement Authority. York Police Department.
SECTION 5: DEFINITIONS

The following definitions shall apply in this Ordinance:

APPLICANT: During the application process, “applicant” is defined as follows:

1. The principal owner of the establishment is the applicant. If a corporation is the principal owner, then the principal stockholder of the corporation is the applicant.

2. If the principal owner is not primarily responsible for the actual operation of the establishment, then the person (or people) primarily responsible for the actual operation of the establishment shall be included as a co-applicant.

BOARD: The Board of Selectmen.

CEO: Code Enforcement Officer. Any of the individuals appointed by the Board of Selectmen to fulfill duties of code enforcement within the Town.

CONDITION PRECEDENT: A condition imposed at the time of approval, with which the applicant shall comply before the license is issued.

CONDITION SUBSEQUENT: A condition imposed at the time of approval, with which the applicant shall comply after the approval is issued.

FIRE DEPARTMENT: Either the York Beach Fire Department or the York Village Fire Department, whichever has jurisdiction at the location of the licensed activity.

LICENSE: A grant of authority from the Board to an applicant and their establishment to conduct a particular activity on a particular property pursuant to this Ordinance and/or state law.

LICENSE AMENDMENT: A change to the activity being licensed.

LICENSE HOLDER: Same as “Applicant,” but after completion of the application process and issuance of the license.
Zoning Ordinance

Town of York, Maine

Date of Most Recent Amendment: November 6, 2018

Prior Dates of Amendments
2018: May 19
2017: November 7, May 20
2016: November 8, January 30, May 21
2015: November 3, May 16
2014: November 4, May 17
2013: November 5, May 18
2012: November 6, May 19
2011: November 8, May 21
2010: November 2, May 22
2009: November 3, May 29
2008: November 4, May 17
2007: November 6, May 19
2006: November 7, May 20
2005: November 8
2004: November 2, May 22
2003: November 4, May 17
2002: November 5, May 18
2001: November 6
2000: November 7, May 20
1999: n.a.
1998: November 3
1997: November 4
1996: November 6
1995: November 7
1994: November 8
1993: December 29, November 2, April 10
1992: June 9, May 9

Date of Original Enactment: March 18, 1992

ENACTMENT BY THE LEGISLATIVE BODY

Date of the vote to amend this Ordinance: November 6, 2018.

Certified by the Town Clerk: ____________________________ on 11/13/18.
(signature)                                           (date)
FOOTPRINT: The entire area of ground covered by the structure(s) on a lot, including but not limited to cantilevered or similar overhanging extensions, as well as unenclosed structures, such as patios and decks. - AMENDED 05/20/2017

FOREST MANAGEMENT: Timber cruising and other forest resources evaluation activities, management planning activities, insect and disease control, timber stand improvement, pruning, timber harvesting and other forest harvesting, regeneration of forest stands, and other similar associated activities, but not the construction or creation of roads.

FORMULA RESTAURANT: Formula Restaurant shall mean a restaurant that stands alone or with other use(s), and which prepares food and beverage on site for sale to the public, and which is required by contractual or other arrangement to offer any of the following: standardized menu, employee uniforms, interior and/or exterior color scheme(s), architectural design, signage or similar standardized features, or which adopts a name or food presentation format which causes it to be substantially identical to another restaurant regardless of ownership or location. - AMENDED 05/22/2004

FOUNDATION: The supporting substructure of a building or other structure, excluding wooden sills and post supports, but including basements, slabs, frostwalls, or other base consisting of concrete, block, brick or similar materials. - AMENDED 11/04/2008

FRONTAGE, STREET: The street frontage of a lot shall be the lot line between a lot and a public or private street right-of-way over which the property has a right of access. The street frontage may be contiguous, or may be broken into separate pieces, but all are considered part of the street frontage. The right of access provision in the first sentence means that land abutting limited access roads such as Spar Road or Interstate-95 are not considered to have street frontage along such right-of-ways. - AMENDED 11/07/2006

FUNCTIONALLY WATER DEPENDENT USE: Those uses that require, for their primary purpose, location on submerged lands or that require direct access to, or location in, coastal or inland waters and which cannot be located away from these waters. These uses include commercial and recreational fishing and boating facilities, fin fish and shell fish processing, fish storage and retail and wholesale marketing facilities, waterfront dock and port facilities, shipyards and boat building facilities, marinas, navigation aids, basins and channels, industrial uses dependent upon water-borne transportation or requiring large volumes of cooling or processing water that cannot reasonably be located or operated at an inland site and uses which primarily provide general public access to marine or tidal coastal or inland waters. These uses do not include accessory uses that do not require direct access to or location in coastal or inland waters such as boathouse, storage or parking facilities. - AMENDED 11/03/1998

GARAGE: An accessory building, joined or attached or entirely separate from the dwelling or main building it serves, designed and equipped for the housing of motor vehicles, but not for the commercial repair, storage or rental of motor vehicles.

GARAGE SALE: Sale of goods at a residence, provided that no more than two such sales are held in a calendar year. Such sales occurring on more than two weekends per year shall be considered to be commercial business.

GRAVEL PIT: A plot of land from which the subsoil is removed for resale.

GREAT POND: Any inland body of water which in a natural state has a surface area in excess of ten acres, and any inland body of water artificially formed or increased which has a surface area in excess of thirty (30) acres except, for the purposes of this Ordinance, where the artificially formed or increased inland body of water is completely surrounded by land held by a single owner. - AMENDED 05/09/1992

GROCERY STORE: A commercial use which devotes a minimum of eighty percent of the floor space to the display and sale of food products. - AMENDED 11/05/1996

HAZARD TREE: A tree with a structural defect, combination of defects, or disease resulting in a structural defect that under the normal range of environmental conditions at the site exhibits a high probability of failure and loss of a major structural component of the tree in a manner that will strike a target. A normal range of environmental conditions does not include meteorological anomalies, such as, but not limited to: hurricanes; hurricane-force winds; tornadoes; microbursts; or significant ice storm events. Hazard trees also include those trees that pose a serious and imminent risk to bank stability. A target is the area where personal injury or property damage could occur if the tree or a portion of the tree fails. Targets include roads, driveways, parking areas, structures, campsites, and any other developed area where people frequently gather and linger. - AMENDED 05/20/2017

HAZARDOUS MATERIAL: Any gaseous, liquid, or solid materials or substances designated as hazardous by the United States Environmental Protection Agency and/or the Maine Department of Environmental Protection.

HEAD SHOP: A commercial enterprise that offers for sale and use any drug paraphernalia as defined by State Law in Title 17-A M.R.S.A., Section 1111-A.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 8, 2019

DATE ACTION REQUESTED: August 8, 2019

☑ ACTION
☒ DISCUSSION ONLY

SUBJECT: Funding Relating to Global Covenant of Mayors

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: At the conclusion of the discussion at the Board’s prior meeting, it was asked to have this on the agenda of this meeting.

I am not yet clear about the cost to the Town of committing to the Global Covenant. There are guidelines for procedures and there are goals to be achieved, but the means of pursuing and achieving are up to each participating community. This is a very flexible matter and is therefore hard to predict.

The initial work necessary pursuant to this commitment is fourfold:

- inventory greenhouse gas emissions
- set targets for GHG emissions reductions/elimination
- prepare a Risk and Vulnerability Assessment
- prepare a Climate Action Plan and an Energy Access Plan

This stuff is the bureaucratic stuff. It does nothing to actually reduce emissions. It guides us in the HOW, and it is therefore important.

The “HOW” is where this gets interesting. The focus of our efforts will come in two manner. First, we need to look within and lead by example, figuring out how we can reduce and eventually eliminate the Town of York municipal government’s GHG emissions. Second, we need to look beyond and seek ways to get all people, businesses and institutions in York to reduce and eventually eliminate GHG emissions.

Initially, I think our funding needs will come in both operating and capital budgets.

- I think we need to hammer through the bureaucratic stuff. We’re all set on the first two tasks, for the most part, so the Assessment and the two Plans must be done. These studies will require considerable effort, meaning time and money. I will be asking to fund this work in the form of contacted assistance in the FY21 operating budget.

- I believe it will also require a commitment of staff time that currently isn’t available, and with expertise that doesn’t exist on staff. The Board has committed to a major new policy initiative that changes the trajectory of the organization. If the Board wants this to succeed, we need to create a position that will drive it, filled by a person who has the right skills and the right personality to be our change agent. Their work will be a combination of research, reporting, coordination, public education,
and advocacy. This is a very broad charge. And while we think we’ve taken care of our GHG emissions inventory so that task is done, in the rules this is something that must be done on an ongoing basis, so tasks like that are perpetual. I will be asking to fund this position in the FY21 and subsequent operating budgets.

- I met with the managers of all the coastal towns from Kittery through Kennebunkport and we have agreed to collectively seek funding for a new regional sustainability, energy and coastal vulnerability planner. This position would be housed in the regional planning commission and would serve our six communities. I think this is a key coordinating position, but isn’t someone who could really spend enough time in York to be effective. I will be asking to fund this effort in the FY21 and subsequent operating budgets.

- I have started to seek requests from Departments for all-electric vehicles. We need to begin to integrate these into our fleet. This requires the vehicles, recharging infrastructure, and a change in mindset. I will be asking for this sort of investment in the FY21 and beyond capital budgets.

This is just what I’ve gleaned in my initial work on this topic. I hope this helps frame an initial discussion.

I’ve attached another, more in-depth document from the Global Covenant. Skimming this will help provide an understanding of the types of investments we’ll need to make.

**RECOMMENDATION:** n.a.

**PROPOSED MOTION:** n.a.

Prepared by Stephen H. Burns, Town Manager:
Global Covenant of Mayors
Common Reporting Framework

Version 6.1
September 13th, 2018
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1. Introduction

1.1. About the Global Covenant of Mayors

The Global Covenant of Mayors for Climate & Energy\(^1\) (GCoM) is the world’s 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, climate resilient future. This coalition gathers thousands of cities of all sizes across 6 continents and more than 120 countries, representing almost 10% of the world’s population.

Through the GCoM, cities and local governments are voluntarily committing to fight climate change, mirroring the commitments their national governments have set to ensure the goals of the Paris Agreement are met. It is a commitment to not only take bold local action but to also work side-by-side with peers around the world to share innovative solutions that enable mayors to do more, faster. GCoM cities connect and exchange knowledge and ideas, supported by relevant regional stakeholders.


1.2. About the Regional Covenants

Regional and National Covenants already exist or are being developed with the aim of supporting cities and local governments in different regions all around the world, operating under the shared vision of the GCoM and principles and methods that best suit each region.

A Regional/National Covenant consists of all relevant local, regional and national partners and city networks that support and contribute to the implementation of the mission and vision of the Global Covenant of Mayors for Climate and Energy in a given geographic area. Regional/National Covenants tailor the GCoM to regional realities, ensuring effective implementation that is in line with regional or national priorities.

1.3. About the GCoM common reporting framework

Local governments committed to GCoM pledge to implement policies and undertake measures to: (i) reduce/limit greenhouse gas emissions, (ii) prepare for the impacts of climate change, (iii) increase access to sustainable energy, and (iv) track progress toward these objectives.

In order to ensure solid climate action planning, implementation and monitoring phases, as well as streamline measurement and reporting procedures, a set of new global recommendations were developed with the intention to be flexible to meet specific local or regional circumstances while also allowing for global aggregation and comparison of data. Together, the GCoM movement will be able to showcase achievements and track progress transparently – and thus advocate with cities and city networks in the various regions and nations for better multilevel governance of climate and energy issues with decision makers at all levels of government, and for improved technical and financial support. A common reporting language of the Global Covenant of Mayors will unite local voices and raise the bar, also for other climate stakeholders.

\(^1\) GCoM formally brings together the European Covenant of Mayors and the Compact of Mayors, the world’s two primary initiatives of cities and local governments, to advance their transition to a low emission and climate resilient economy.
The following recommendations have been developed by a team of multi-disciplinary experts from GCoM partners (see list in Annex A) with the aim of providing a harmonized definition of a common reporting framework. They have been designed considering local governments’ needs and a step-wise approach on meeting GCoM commitments and are built upon already existing and broadly used frameworks for reporting on climate change: the Compact of Mayors and the European Covenant of Mayors (e.g. regional versions developed in Europe and Eastern Europe), merging common elements that can serve the efforts of GCoM-committed local governments around the globe in achieving their objectives, and considering national and regional contexts.

1.3. About the consultation process

After in-depth discussions among experts, a draft version was open for stakeholders’ review and comments in the period 30 April – 21 June 2018. This period of consultation with cities and local stakeholders in all regions refined the proposed reporting framework in order to ensure it well embraces the vast variety of realities and effectively supports local efforts to take climate action.

The following sections present the reporting frameworks for the following topic areas: (i) greenhouse gas emissions inventory; (ii) target setting; (iii) risk and vulnerability assessment; and (iv) climate action and energy access planning.

1.4. Next steps

The present recommendations were refined based on the outcomes of the consultation process to ensure they best meet local governments’ needs and finalized as the common global reporting framework. From this point, the framework can then be adapted to suit each regional context (if needed).

More information will follow on: (i) guidance and technical tools to support local governments and cities in planning and achieving their climate goals; (ii) technical assistance and capacity development for local governments; (iii) updates on reporting platforms for 2019 as well as (iv) procedures related to data collection, data management (and access), data validation, analysis and dissemination.

Further guidance and technical tools will be provided in the implementation phase.
2. Definitions

The terms “cities” and “local governments” are used throughout this document, understanding that the geo-political institutions of local governments may vary from country to country and terminology used may differ. In this document, a city refers to a geographical subnational jurisdiction (“territory”) such as a community, a town, or a city that is governed by a local government as the legal entity of public administration. The term “city boundary” refers to a local government’s administration boundary.

2.1. Proposed reporting levels

This reporting framework uses precise language to indicate which provisions are requirements and which are optional, as follows:

- The term “shall” is used to indicate what is required (indicated as “mandatory” in the annexes).
- The term “should” is used to indicate a strongly advised recommendation, so is not a requirement (indicated as “recommended” in the annexes”).
- The term “may” is used to indicate an option that is permissible or allowable that local governments may choose to follow (indicated as “optional” in the annexes).

Flexibility has been built into this reporting framework to accommodate limitations in data availability and differences in emission sources between local governments (see section 3.2. on notation keys).

2.2. General Principles

The general principles below are applicable to all topic areas presented in this document:

- The reporting framework allows flexibility to suit differentiated local circumstances and needs, such as: (i) the use of different methodologies under the IPCC framework, (ii) varied access to necessary and quality data, (iii) recognizing that local governments of smaller communities may have less capacity, and (iv) relevance to all geographical locations.

- The reporting framework allows for consistency with national and/or sub-national requirements for local governments within their own national contexts. It is also designed specifically to consider the UNFCCC’s framework for reporting under the Paris Agreement (work in progress on enhanced framework) and, as such, ensure overall consistency with the IPCC framework.

- Greenhouse gas (GHG) emissions inventories, risk and vulnerability assessments, target(s) and goal(s), identifying hazards, climate and energy access plans should be relevant to the local and regional situation, reflecting the specific activities, capacity and regulatory context of the local government.

- The proposed framework allows for the continuation of the reporting requirements by current European Covenant- and Compact-committed cities and local governments.
• Local governments may develop joint GHG inventories, targets, and/or action plans with the neighbouring community(ies).

• Local governments shall report in a way that enables meaningful comparison and aggregation with other cities.

3. Greenhouse Gas Emissions Inventory

The following GHG reporting framework is built upon the Emission Inventory Guidance, used by the European Covenant of Mayors and the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC), used by the Compact of Mayors. Both refer to the 2006 Intergovernmental Panel on Climate Change (IPCC) Guidelines for National Greenhouse Gas Inventories.

Local governments shall submit their greenhouse gas emissions inventory to GCoM within two years upon joining GCoM. Every subsequent two years, or as set by regional GCoM offices, a more recent greenhouse gas emissions inventory shall be submitted to GCoM. Greenhouse gas emissions inventories shall cover a consecutive period of 12 months.

3.1. GHG Accounting Principles

In addition to the general reporting principles mentioned in section 2.2 above, local governments shall follow the GHG accounting principles outlined below:

• The inventory shall be relevant to the local and regional (where relevant) situation: reflecting the specific activities and policy-making needs of the city; taking into account its capacity and regulatory context.

• Local governments shall consider all categories of emission sources and report all emissions that are significant. Exclusion of emission sources shall be disclosed and justified, using the notation keys in the reporting template.

• Local governments shall compile GHG inventories on a regular basis, to enable monitoring and tracking the impact of climate actions, also to ensure continuous improvement in data quality, resulting in a clearly defined inventory boundary, Improved data sources and defined methodologies that shall be consistent through the years (e.g., clarify where there is an evolution, e.g. population growth), so that differences in the results between years reflect real differences in emissions and mitigation efforts by the local government and the city.

• Local governments shall ensure sufficient accuracy to give local decision makers and the public reasonable assurance of the integrity of emissions reported. Efforts shall be made to reduce uncertainties and make improvements over time.

2 Considering that the IPCC is busy revisiting the 2006 IPCC Guidelines, changes will also be studied and accommodated for the GCoM, as relevant.

3 Inventory should be submitted to the GCoM secretariat where a Regional or National Covenant does not exist.

4 Notation keys should be used when an emission source is not occurring, included elsewhere, not estimated, or confidential.
• To the extent possible, all relevant activity data\textsuperscript{5}, data sources, methodologies, assumptions, exclusions and deviations shall be documented and reported, to allow for review, replication of good practice, and tackling challenges identified (e.g., lack of access to data in country X).

3.2. Notation Keys

Notation keys may be used to accommodate limitations in data availability and differences in emission sources between local governments. Where notation keys are used, an accompanying explanation shall be provided.

The following are the descriptions on how to use the notation keys:

• "NO" (not occurring): An activity or process does not occur or exist within the city. This notation key may also be used for insignificant sources.

• "IE" (included elsewhere): GHG emissions for this activity are estimated and presented in another category in the same inventory, stating where it is added. This notation key may be used where it is difficult to disaggregate data into multiple sub-sectors.

• "NE" (not estimated): GHG emissions occur but have not been estimated or reported, with a justification why.

• "C" (confidential): GHG emissions which could lead to the disclosure of confidential information, and as such are not reported publicly.

Further guidance on the use and application of notation keys will be provided in the implementation phase.

3.3. Emission Sources

Local governments shall report GHG emissions from at least three main sectors, namely stationary energy, transportation, and waste. The detailed reporting requirements are described in the following subsections.

Local governments should also report GHG emissions from Industrial Processes and Product Use (IPPU) and Agriculture, Forestry and Other Land Use (AFOLU) sectors\textsuperscript{6} where these are significant.

Additionally, local governments may report GHG emissions from upstream activities, such as material extraction, or other out-of-boundary sources.

Further guidance on the reporting of emissions from IPPU, AFOLU and other sources will be provided in the implementation phase.

(1) Stationary energy

• All GHG emissions from fuel combustion and the consumption of grid-supplied energy, in stationary sources within the city boundary shall be reported.

\textsuperscript{5} Activity data is a quantitative measure of a level of activity that results in GHG emissions taking place during a given period of time (e.g., volume of gas used, kilometres driven, tons of solid waste sent to landfill, etc.).

\textsuperscript{6} Please refer to 2006 IPCC Guidelines for National Greenhouse Gas Inventories for more details on these sectors.
• The emissions data shall be disaggregated by residential buildings, commercial buildings and facilities, institutional buildings and facilities, industry7 and agriculture, forestry, and fisheries.

• GHG emissions from sources covered by a regional or national emissions trading scheme (ETS), or similar, should be identified.

• All fugitive emissions within the city boundary shall be reported.

(2) Transportation

• All GHG emissions from fuel combustion and use of grid-supplied energy for transportation within the city boundary shall be reported and disaggregated by mode: on-road, rail, waterborne navigation, aviation, and off-road.

• Waterborne navigation, aviation, and off-road are unlikely to occur or be significant in most cities. Where they are significant sources, GHG emissions shall be included, unless they occur as part of transboundary journeys, in which case the notation key "Included Elsewhere" (IE) may be used (see below for more details). Where these sources do not occur, the notation key "Not Occurring" (NO) shall be used; where they are not significant, the notation key "NO" may be used (see section 3.2. for more details on the notation keys).

• Local governments should further disaggregate road and rail travel by fleet type: municipal fleets, public, private and commercial transport.

• Local governments may use the fuel sales, geographic (territorial), resident activity and city-induced methodologies8 to estimate activity. They should identify the methodology used. Depending on the methodology used, data availability, and where such activities occur, local governments may choose to report GHG emissions from the inboundary component of domestic and/or international waterborne navigation and aviation (such as the landing and take-off cycle for aviation), or assume these are all out of boundary emissions and use the notation key "Included Elsewhere" (IE, see section 3.2) instead.

Further guidance on the use and application of transport system data collection methodologies will be provided in the implementation phase.

(3) Waste

• All GHG emissions from disposal and treatment of waste and wastewater generated within the city boundary shall be reported and disaggregated by treatment type.

• Where waste is used for energy generation9, GHG emissions do not need to be reported. Instead, the notation key IE should be used (see section 3.2. for more details on the notation keys). Instead, these GHG emissions will be captured in the inventory through the use of heat or electricity generated from the treatment of waste.

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7 This includes all emissions from energy use in industrial facilities, construction activities, and energy industries, except emissions from the generation of energy for grid-distributed electricity, steam, heat and cooling.

8 Please refer to the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC) or the European CoM Guidebook for further details on these methodological approaches.

9 For example, household waste sent for incineration; or sludge from wastewater.
3.4. Energy generation

Additionally, local governments shall report GHG emissions from energy generation activities. To avoid double counting, these shall not form part of the GHG emissions inventory total, and will be reported under an “Energy Generation” sector, where:

- All GHG emissions from generation of grid-supplied energy within the city boundary, and all GHG emissions from generation of grid-supplied energy by facilities owned (full or partial) by the local government outside the city boundary shall be reported and disaggregated by electricity-only, combined heat and power (CHP), and heat/cold production plants.

- GHG emissions from sources covered by a regional or national emissions trading scheme (ETS), or similar, should be identified.

- In addition, local governments should report all activity data for distributed local renewable energy generation.

3.5. Activity Data and Emission Factors

In addition to GHG data, the reporting framework requires local governments to report activity data and emission factors as follow:

- Local governments shall report activity data (in MWh, PJ, etc.) and emission factors for all sources of emissions, disaggregated by activity/fuel type.

- Local governments should use activity-based emission factors (also referred to as IPCC emission factors), though may use Life-Cycle Analysis (LCA) based emission factors where this is required for GHG emissions reporting at the national level. Where local governments use LCA emission factors, they shall also consent to GCoM recalculating and reporting their inventory using standard activity-based emission factors to enable the comparability and aggregation of city inventories. Local governments shall specify whether the emission factor used to estimate GHG emissions from the consumption of grid-supplied electricity is locally estimated or covers a regional, national or supranational grid. In all cases, the emission factor used shall be fully referenced.

- Local governments shall account for emissions of the following gases: carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O)\(^{10}\).

- GHG emissions shall be reported in metric tonnes of CO₂ equivalent (CO₂e)\(^{11}\). Where possible, local governments should report CO₂e emissions by individual GHG.

- Emissions from biogenic carbon are not required to be reported. Where they are reported, this shall be categorized separately and will not be counted in emissions totals.

\(^{10}\) When reporting IPPU, it will include hydro fluoro carbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF₆), and nitrogen trifluoride (NF₃).

\(^{11}\) CO₂ equivalent can be determined by multiplying each gas by its respective global warming potential (GWP). The IPCC Assessment Report used for the GWP factors should be clearly referenced (i.e. FAR; SAR; TAR; AR4; AR5).
4. Target Setting

All local governments and cities are required to set and report city-wide emissions reduction targets. The GCoM defines eight categories of requirements for target setting, as explained below.

Local governments shall submit their greenhouse gas emissions reduction target(s) to GCoM within two years upon joining GCoM.

(1) Boundary (geographic coverage, sectors, and GHGs)

The target boundary shall be consistent with all emissions sources included in the GHG emissions inventory, with the possibility to exclude sources that are not controlled by the local government. In case that the target boundary does not align with the inventory boundary, any additions or exclusions shall be specified and justified. All exclusions shall be indicated by the notation key “Included Elsewhere” (IE), along with clear justification. Local governments are recommended to report any sector-level targets alongside their city-wide target(s).

(2) Target type

Local governments shall use one of the following four target types: base year emissions target, base year intensity target, baseline scenario target, or fixed level target. For a baseline scenario target, the modelling methodologies, and parameters shall be transparently described.

| Base year emissions target: Reduce, or control the increase of, emissions by a specified quantity relative to a base year. For example, a 25% reduction from 1990 levels by 2030. |
| Base year intensity target: Reduce emissions intensity (emissions per unit of another variable, typically GDP or capital Gross Domestic Product – GDP or per capita) by a specified quantity relative to a base year. For example, a 40% reduction from 1990 base year intensity by 2030. |
| Baseline scenario target: Reduce emissions by a specified quantity relative to a projected emissions baseline scenario. A Business as Usual (BaU) baseline scenario is a reference case that represents future events or conditions most likely to occur in the absence of activities taken to meet the mitigation target. For example, a 30% reduction from baseline scenario emissions in 2030. |
| Fixed-level target: Reduce, or control the increase of, emissions to an absolute emissions level in a target year. One type of fixed-level target is a carbon neutrality target, which is designed to reach zero net emissions by a certain date (e.g. 2050). |

(Source: Greenhouse Gas Protocol Mitigation Goal Standard)

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12 Please note that the local government’s administrative boundary may go beyond to the city’s geographic boundary. According to the GCoM all the emission within the “city boundary”, even beyond the geographic boundary, shall be reported to the GCoM.

13 For example, some European cities’ targets do not include emissions sources that are already included in the EU Emissions Trading Scheme.

14 Please refer to the Greenhouse Gas Protocol Mitigation Goal Standard for more details on these target types.
(3) Target year

The target year shall be the same as, or later than, the target year adopted in the Nationally Determined Contribution (NDC) or as set by Regional/National Covenants. Cities that set a target year beyond 2030 shall also include an interim target between now and 2030.

If the NDC target is before 2030, cities should additionally set a target for 2030.

(4) Base year (only for base year emissions target and base year intensity target)

The base year should be the same as the base year used in the NDC or as set by Regional/National Covenants. Where the base year is different from the NDC (e.g. where a city has previously adopted another base year or due to a lack of data availability), this shall be explained.

(5) Ambition

At a minimum, the target shall be as ambitious as the unconditional components of the NDC (see also footnote 15). Local governments should set targets that are more ambitious than the NDC. When a national government increases their NDC, local governments shall have a maximum of five years to ensure their target remains as ambitious as the unconditional components of the NDC.

Where target (and base/scenario) years are different between the local government and NDC, GCoM will apply linear interpolation to both targets to determine whether the above requirement is met.

(6) Units

Targets shall be reported as a percentage (%) reduction from the base year or scenario year (for base year emissions, base year intensity and baseline scenario targets). The absolute emissions in the target year(s) in metric tonnes CO₂e shall also be reported for all target types.

If possible, the same approach should be chosen as is the case for the NDC target.

(7) Use of transferable emissions

The use of transferable emissions units is only permissible when a local government’s target ambition exceeds the unconditional components of the NDC. Where this is the case, the local government shall report the target, with and without the transferable emissions units, as well as identify the source of the transferable emissions units. Further guidance on the use of transferable emissions will be provided in the implementation phase.

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15 See e.g. UNFCCC NDC List, Climate Tracker, CLIMATEWATCH
16 Many countries have submitted two sets of NDC targets: unconditional targets, to be implemented without any explicit external support; and conditional targets. The latter are more ambitious than unconditional targets and require external support for their fulfilment. This includes financial support, and policies or action in other countries which support or facilitate a given country’s mitigation policy (e.g. adoption of carbon taxes in a particular country may be conditional on the widespread use of carbon taxes in other countries, to ensure that domestic industry is not unduly impacted).
17 These are emissions allowances and offset credits from market mechanisms outside the target boundary that are used toward meeting a target. Please refer to the Greenhouse Gas Protocol Mitigation Goal Standard for more details.
(8) Conditionality

The use of conditional components is only permissible when a local government’s target ambition exceeds the unconditional components of the NDC. Any conditional components included in the target shall be identified and, where possible, the conditional components should also be quantified. Conditional components include where cities set a stretch target, or where actions are identified for other key stakeholders beyond that which they have committed to themselves (for example, where a local government assumes a more ambitious reduction in the carbon-intensity of the national electricity grid than that committed to in the NDC or official government policy).
5. Risk and Vulnerability Assessment

The following reporting framework for risk and vulnerability assessments is built upon the reporting guidance used by the Compact of Mayors and the European Covenant of Mayors. This section provides requirements for risk and vulnerability assessments that form part of the climate change adaptation (resilience) plans, also understanding hazards and the adaptive capacity of the local government and community. Please refer to Annex D: Risk and Vulnerability Assessment Reporting Framework for further details.

5.1. Climate Risk and Vulnerability Assessment

The local government shall prepare and submit climate risk and vulnerability assessment within two years after committing to the GCoM.

The assessment shall include the following information:

- Boundary of assessment (boundary of assessment shall be equal to or greater than the city boundary), including the local government(s) name(s)
- Year of approval from local government
- Data sources
- A glossary of key terms and definitions
- Leading/coordinating team in the city

Terminologies and definitions used in the reports shall be consistent with those used in the IPCC Fifth Assessment Report (AR5) or any update following the AR5 as well as with national frameworks/requirements.

5.2. Climate Hazards

The local government shall identify the most significant climate hazards faced by the community. For each identified climate hazard, the local government shall report the following information:

- Current risk level (probability x consequence) of the hazard
- Description of expected future impacts
- Expected intensity, frequency, and timescale of the hazard
- All relevant sectors, assets, or services that are expected to be most impacted by the hazard in future and the magnitude of the impact for each of them

Furthermore, the local government should provide information on vulnerable population groups (e.g. poor, elderly, youth, people with chronic disease, unemployed, etc.) that are expected to be most affected by future hazards; this information can help the local government in having a better understanding of the vulnerability dimension of risks and in prioritizing their adaptation actions.

See Annex D, Table 1 for further details.
5.3. Adaptive Capacity

The local government **shall** identify factors that will most greatly affect its own and the city's adaptive capacity and enhance climate resilience. For each factor, the local government **shall** report the following information:

- Description of the factor as it relates to (supporting or challenging) the adaptive capacity
- Degree to which the factor challenges (as opposed to supports) the adaptive capacity and obstructs enhanced climate resilience

See Annex D, Table 2 for further details.

5.4. Major Climate Hazards Occurred in the Past Years

Besides the assessment of future hazards, the local government **shall** report the following information about major hazards that occurred in the past years:

- Scale of the hazard, including loss of human lives, economic losses (direct and indirect, if possible), environmental and other impacts
- Current risk level of the hazards (probability X consequence)
- Intensity and frequency of the hazard
- All relevant sectors, assets, or services most impacted by the hazard and the magnitude of impact for each of them
- Vulnerable population groups most affected by the hazard (if available)

6. Climate Action and Energy Access Plan(s)

This section includes two elements, namely climate action plans and energy access plans. The climate action plan requirements outlined in this section are applicable to both mitigation and adaptation plans (or integrated plans). The energy access plan can be submitted in the same document as the climate action plan(s) or in a separate document.

6.1. Climate Action Plans

Local governments **shall** develop plans for both climate change mitigation and adaptation (climate resilience), which **may** be presented in separate plans or an integrated plan. The plans **should** be in an official language used by the local government. Local governments **shall** submit their climate action plans to GCoM within three years upon joining GCoM (see section 7).

All action plan(s) **shall** include the following information for both mitigation and adaptation actions:

- Description of the stakeholder engagement processes
- Mitigation target(s) and/or adaptation / climate resilience goal(s); including (if available) sectoral targets
- All actions of priority sectors (identified from GHG emissions inventories and risk/vulnerability assessments)
- Descriptions for each action
- The local government(s) which formally adopted the plan and the date of adoption
- Synergies, trade-offs, and co-benefits of mitigation and adaptation actions
- Lead author team/Action Plan responsible/coordination team in the local governments

The mitigation target(s) **shall** be in line with requirements outlined in section 4 above. For adaptation goals, local governments **shall** report the goal descriptions (**shall** be aligned with the risks identified in the risk and vulnerability assessment (see section 5)), delivery date, and baseline year. **Local government should** also report the metric (or key performance index) for tracking the progress and monitoring plans.

For each action/action area/sector, the action plans **shall** provide the following information:

- Brief description of the action/action area/sector
- Assessment of energy saving, renewable energy production, and GHG emissions reduction by action, action area or sector (only applicable to mitigation actions).

For each action/action area/sector, the action plans **should** provide the following information:

- Financial strategy for implementing the action/action area/sector\(^{18}\)
- Implementation status, cost and timeframe
- Implementing agency(ies)
- Stakeholders involved in planning and implementation

In addition, local governments **should** also provide the following information in the action plans:

- Prioritization of actions
- Policy instrument(s) to implement the actions

Local governments are encouraged to report actions in as much detail as possible.

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\(^{18}\) Cities require massive and targeted investment in order to deliver low carbon and resilient infrastructure for their populations. Through partnerships with the EIB, EBRD, World Bank and other IFIs, GCoM is helping to fill the existing urban financing gap by providing cities with new levels of access to investments, technical assistance and advice and new partnerships are under developments. Disclosure of projects contained in Climate Action Plans with the related financial information is critical to better evaluate what new levels of access to investments, advice and financing are critical and additional to existing efforts to realizing cities’ ambitious climate commitments. Such disclosure and transparency increases investors’ confidence on the city’s ability to deliver with accountability and good governance. Further guidance on project development and financing will be provided alongside these recommendations.
6.2 Monitoring

The local government shall submit monitoring reports every two years after submitting the action plan(s). The monitoring reports shall provide information about the implementation status of each action/action area/sector contained in the action plan, helping to monitor progress made. The local government shall update and resubmit the action plan(s) when there are significant changes to the existing plan(s). The local government should also report the implementation cost for each action/action area/sector.

Further details on the reporting requirements and frequency can be found in section 7 and Annexes B-E.

6.3 Energy Access Plan

All local governments shall report their energy access plans. However, at this stage, the detailed reporting framework is still being defined by the GCoM. Further consultation will be carried out before local governments are required to submit their energy access plans (which may be already a component of their Climate Action Plans).

In general, energy access refers to "access to secure, sustainable and affordable energy". It is in line with the Sustainable Development Goals (SDG), in particular SDG 7 "Access to affordable, reliable, sustainable and modern energy for all", and the Sustainable Energy For All (SEforALL) Initiative, which aims to ensure universal access to modern energy services.

An energy access plan typically includes three components:

(1) Access to secure energy

- Reduce energy demand (i.e. energy efficiency and energy management).
- Diversify energy mix, including the biggest possible share of diverse renewable energy (also considering locally available RE sources).
- Lower dependence from imported energy and diversify sources of supply.

(2) Access to sustainable energy

- The aim of the GCoM is that all energy used should become sustainable, so whenever there is no access to energy in a location, renewable energy sources should be considered first, using energy efficient technologies.
- For access to electricity, renewable energy plays a growing role in both grid-based electrification and the expansion of decentralized technologies that are essential for rural areas.\(^{20}\)

(3) Access to affordable energy

- Energy affordability depends on many factors that typically go beyond the local government's purview. For example, energy prices are usually addressed at the national level. However, the affordability of energy can be influenced by factors under the control of

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19 For GCoM, nuclear energy is not considered "sustainable".
20 Energy Access Outlook 2017 "From Poverty to Prosperity"
the local government, such as local policies, energy management, the use of subsidies or other mechanisms like incentives to promote renewable energy systems or energy saving measures.
7. Overall Reporting Timelines

The reporting framework includes timelines for different elements of reporting. The following table shows the overall reporting time after joining GCoM.

<table>
<thead>
<tr>
<th>Reporting Elements</th>
<th>Commit to join GCoM (Year 0)</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<td>Risk and vulnerability assessment</td>
<td>submit by year 2 at the latest</td>
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<td>Targets and goals (mitigation and adaptation)</td>
<td>submit by year 2 at the latest</td>
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<td>Climate action plan(s) (mitigation and adaptation, or integrated plan)</td>
<td>submit by year 3 at the latest</td>
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<tr>
<td>Progress report</td>
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* Every two years after submitting the climate action plan

Local governments may apply for an extension of reporting deadlines along with a clear justification.
Annex A: Members of Data-TWG

Below are lists of the members of the Data-TWG main body, as well as the Emissions Inventory & Target Setting Subcommittee, the Risk and Vulnerability Assessment Subcommittee and the Climate Action and Energy Access Planning Subcommittee. An asterisk (*) indicates membership in the main working group body. Dagger ($) indicates membership in the subcommittee.

**D-TWG**

### Co-Chairs

- **Paolo Bertoldi**
  - European Commission - DG Joint Research Centre
- **Michael Doust**
  - C40

### Members

- **Albana Kona**
  - European Commission - Joint Research Centre
- **Silvia Rivas - Calvete**
  - European Commission - DG Joint Research Centre
- **Olav Berg**
  - European Commission - DG ENER
- **Joanna Zielcina**
  - European Commission - DG ENER
- **Eero Ailio**
  - European Commission - DG ENER
- **Alessandra Sgobbi**
  - European Commission - DG CLIMA
- **Cesar Carreño**
  - ICLEI World Secretariat
- **Maryke van Staden**
  - ICLEI World Secretariat
- **Miriam Badino**
  - ICLEI World Secretariat
- **Miguel Morcillo**
  - CoM-IUC office/Climate Alliance
- **Lucie Blondel**
  - CoM-IUC office/Climate Alliance
- **Mikaël Ange (new work assignment) – replaced by Alessandra Antonini**
  - CoM-IUC office/Climate Alliance
- **Frédéric Boyer**
  - CoM-IUC office/Energy Cities
- **Claire Markgraf**
  - C40
- **Fong Wee Kean**
  - WRI
- **Carina Borgström -Hansson**
  - WWF
- **Shannon Mc Daniel**
  - GCoM Secretariat

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**Emissions Inventory and Target Setting Subcommittee**

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  - C40
- **Alessandra Sgobbi**
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- **Olav Berg**
  - European Commission - DG ENER
- **Albana Kona**
  - European Commission - DG JRC
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**Risk and Vulnerability Assessment Subcommittee**

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<td>Paulo Barbosa</td>
<td>European Commission - DG Joint Research Centre</td>
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<td>Laura Kavanaugh (until 28 FEB 2018)</td>
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**Climate Action and Energy Access Planning Subcommittee**

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<td>Robert Kehew</td>
<td>UN HABITAT</td>
</tr>
<tr>
<td>Shannon Mc Daniel</td>
<td>GCoM Secretariat</td>
</tr>
</tbody>
</table>
Annex B: GHG Inventories Reporting Framework

Outline of reporting framework under the GCOM, mandatory level. This is not a reporting template.

<table>
<thead>
<tr>
<th>Local Government Information</th>
<th>Mandatory</th>
<th>Description</th>
<th>GCOM support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official name of local government</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Region</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory year</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Geographic boundary</td>
<td>✓</td>
<td>Description of boundary and accompanying map</td>
<td></td>
</tr>
<tr>
<td>Resident population (in the inventory year)</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GDP</td>
<td>Optional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heating degree days / cooling degree days</td>
<td>Optional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GHGs</td>
<td>CO₂ or CO₂e (CO₂, CH₄, N₂O)</td>
<td>CO₂e at a minimum, state which gases are included and encouraged to disaggregate by individual GHG. Biogenic carbon is not required but may be reported separately</td>
<td></td>
</tr>
<tr>
<td>Emissions factors</td>
<td>IPCC or LCA</td>
<td>IPCC recommended but may use LCA where required for national reporting. If LCA, will also need to convert GCOM converting data to an ‘IPCC’ inventory</td>
<td>Develop tool and capacity to convert LCA inventory to ‘IPCC’ inventory</td>
</tr>
<tr>
<td>GWP</td>
<td>✓</td>
<td>Local governments should disclose which GWP factors they are using (i.e. FAR; SAR; TAR; ARM; ARS)</td>
<td></td>
</tr>
</tbody>
</table>

Emission Sources (Activity data and Emission Factors by Fuel Type / Activity and GHG Emissions)

<table>
<thead>
<tr>
<th>Building / Stationary Energy</th>
<th>Fossil fuels</th>
<th>Grid-supplied energy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential buildings</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Commercial building and facilities</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Institutional buildings and facilities</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Industry</td>
<td>Non-ETS (or similar)</td>
<td>✓</td>
</tr>
<tr>
<td>ETS (or similar)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Agriculture</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Fugitive emissions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation / Mobile Energy</td>
<td>Fossil fuels</td>
<td>Grid-supplied energy</td>
</tr>
<tr>
<td>On-road</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Rail</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

All GHG emissions from fuel combustion in stationary sources within the city boundary, consumption of grid-supplied energy consumed within the city boundary and fugitive emissions within the city boundary. Make ETS data available at local government level.

All GHG emissions from sources covered by a regional or national emissions trading program should be identified.

Guidance on disaggregating road and rail data by fleet type.
### Waterborne navigation
- ✓
- ✓

Waterborne navigation, aviation and off-road are not occurring, the notation key NO shall be used, where they are not significant the notation key NO may be used. Where they are significant sources, emissions shall be included (see section 3.2 (2)). Road and rail travel should additionally be disaggregated by municipal fleet, public transport and private and commuter transport.

Cities may use the Fuel sales, Geographic (Territorial), Resident activity and City-induced methodologies to estimate activity.

### Waste (non-energy) Waste generated

<table>
<thead>
<tr>
<th>Waste type</th>
<th>Waste generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid waste</td>
<td>✓</td>
</tr>
<tr>
<td>Biological waste</td>
<td>✓</td>
</tr>
<tr>
<td>Incinerated and burned waste</td>
<td>✓</td>
</tr>
<tr>
<td>Wastewater</td>
<td>✓</td>
</tr>
</tbody>
</table>

All GHG emissions from disposal and treatment of waste generated within the city boundary.

Where waste is used for energy generation, emissions do not need to be reported here. Instead, the notation key IE should be used. These emissions will be captured through the use of heat or electricity generated from the treatment of waste. If a treatment type is not applicable, the notation key NO shall be used.

### Energy Generation (Activity Data and Emission Factors by Energy Carrier and GHG Emissions)

<table>
<thead>
<tr>
<th>Energy Generation Type</th>
<th>Within city boundary</th>
<th>Owned by city</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity-only generation</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>CHP generation</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Heat/cold generation</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

All GHG emissions from generation of grid-supplied energy within the city boundary and all GHG emissions from generation of grid-supplied energy by facilities owned (full or partial) by the local government outside the city boundary disaggregated by electricity-only, CHP and heat/cold production plants. GHG emissions from sources covered by regional or national emissions trading programs should be identified. In addition, local governments are recommended to report all GHG emissions associated with distributed renewable generation, if any.

### Allowable Notation Keys

<table>
<thead>
<tr>
<th>Notation key</th>
<th>Meaning</th>
<th>Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Occurring</td>
<td>An activity or process does not occur or exist within the local government (e.g. waterborne navigation in a city with no coast or river)</td>
<td></td>
</tr>
<tr>
<td>Included elsewhere</td>
<td>GHG emissions for this activity are estimated and already presented in another category in the inventory (e.g. waste is used for energy generation)</td>
<td></td>
</tr>
<tr>
<td>Not estimated</td>
<td>GHG emissions occur but have not been estimated or reported. NE</td>
<td></td>
</tr>
</tbody>
</table>

- Guidance on using the four different boundary methodologies
- National-level waste composition and treatment data
- Calculators using default and user data estimate emissions from waste by treatment type
- Make ETS data available at local government level
- Guidance and examples on using notation keys
| Confidential | C | GHG emissions which could lead to the disclosure of confidential information | should be used sparingly and where used should be priority for future data collection |
### Annex C: Targets Reporting Framework

<table>
<thead>
<tr>
<th>Minimum</th>
<th>Ambitious</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boundary (geographic, coverage, sectors and GHGs)</strong></td>
<td>Consistent with minimum requirements of GHG inventory framework</td>
<td>Where target boundary does not align with inventory boundary, additions and exclusions shall be specified and justified. Exclusions shall be indicated using the notation key included Elsewhere (IE)</td>
</tr>
<tr>
<td><strong>Target type</strong></td>
<td>Any target type (base year, base year intensity, baseline scenario, fixed level)</td>
<td>For baseline scenario target, modeling methodology and parameters shall be transparently described</td>
</tr>
<tr>
<td><strong>Target year</strong></td>
<td>Same as NDC, or as set by regional/national Covenants 2050</td>
<td>If beyond 2030, shall also include interim target. If the NDC target is before 2030, cities should additionally set a target for 2030.</td>
</tr>
<tr>
<td><strong>Base year (base year and intensity targets only)</strong></td>
<td>Should be the same as NDC, or as set by regional/national Covenants</td>
<td>If different to NDC, shall be justified</td>
</tr>
<tr>
<td><strong>Ambition</strong></td>
<td>Same as NDC, or as set by regional/national Covenants More ambitious than NDC</td>
<td>Refers to unconditional components of NDC</td>
</tr>
<tr>
<td><strong>Units</strong></td>
<td>% reduction from base / scenario year, and absolute emissions for target year in tCO2e</td>
<td></td>
</tr>
<tr>
<td><strong>Use of transferable emissions</strong></td>
<td>Only permissible where target ambition exceeds the unconditional components of the NDC</td>
<td>The local government shall report the target, with and without the transferable emissions units, as well as identify the source of the transferable emissions units.</td>
</tr>
<tr>
<td><strong>Conditionality</strong></td>
<td>Permissible but conditional components shall be stated and identified</td>
<td>Conditional components of the target are identified and should be quantified where possible. Permissible only when LG’s target ambition exceeds the unconditional components of the NDC</td>
</tr>
</tbody>
</table>
Annex D: Risk and Vulnerability Assessment Reporting Framework

<table>
<thead>
<tr>
<th>(m)</th>
<th>= mandatory to report</th>
</tr>
</thead>
<tbody>
<tr>
<td>(r)</td>
<td>= Recommended to report</td>
</tr>
<tr>
<td>(opt)</td>
<td>= Optional to report</td>
</tr>
<tr>
<td><em>italics</em></td>
<td>= Explanatory notes</td>
</tr>
</tbody>
</table>

Table 1. Section A - Current and future climate risks, exposure, impacts and vulnerability

<table>
<thead>
<tr>
<th>HAZARDS(^{21}) (grouped under headers, can report on multiple across the table)</th>
<th>CURRENT hazard RISK level (dropdown for each hazard selected)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Probability of Hazard (m) Consequence of hazard (m)</td>
</tr>
<tr>
<td>Extreme Precipitation</td>
<td></td>
</tr>
<tr>
<td>Rainstorm</td>
<td></td>
</tr>
<tr>
<td>o High</td>
<td>o High</td>
</tr>
<tr>
<td>o Moderate</td>
<td>o Moderate</td>
</tr>
<tr>
<td>o Low</td>
<td>o Low</td>
</tr>
<tr>
<td>o Do not know</td>
<td>o Do not know</td>
</tr>
<tr>
<td>Monsoon</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Heavy snow</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Fog</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Hail</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Storm and wind v</td>
<td></td>
</tr>
<tr>
<td>Severe wind</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Tornado</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Cyclone (Hurricane / Typhoon)</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Extra tropical storm</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Tropical storm</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Storm surge</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Lightning / thunderstorm</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Extreme cold temperature v</td>
<td></td>
</tr>
<tr>
<td>Extreme winter conditions</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Cold wave</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Extreme cold days</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Extreme hot temperature v</td>
<td></td>
</tr>
<tr>
<td>Heat wave</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Extreme hot days</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Water Scarcity v</td>
<td></td>
</tr>
<tr>
<td>Drought</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Wild fire v</td>
<td></td>
</tr>
<tr>
<td>Forest fire</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Land fire</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Flood and sea level rise v</td>
<td></td>
</tr>
<tr>
<td>Flash / surface flood</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>River flood</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Coastal flood</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Groundwater flood</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Permanent inundation</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
<tr>
<td>Chemical change v</td>
<td></td>
</tr>
<tr>
<td>Salt water intrusion</td>
<td>[dropdown as above] [dropdown as above]</td>
</tr>
</tbody>
</table>

\(^{21}\) Hazards based on C40 Hazard Taxonomy. Full definitions will be made available in the GCOM guidance materials. Can report on 1 or more, if you identify a hazard that has not been listed here, please notify the GCM/Regional Covenant Secretariat.
<table>
<thead>
<tr>
<th>Category</th>
<th>Drop Down</th>
<th>Drop Down</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ocean acidification</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Atmospheric CO2 concentrations</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Mass movement v</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Landslide</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Avalanche</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Rock fall</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Subsidence</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Biological hazards v</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Water-borne disease</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Vector-borne disease</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Air-borne disease</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
<tr>
<td>Insect infestation</td>
<td>dropdown as above</td>
<td>dropdown as above</td>
</tr>
</tbody>
</table>
Current and future climate risks, exposure, impacts, vulnerability (table 1 continued horizontally from hazards table, only top row shown, which is repeated down the table)

Please indicate how you expect climate change to affect the intensity and frequency of each hazard and when you first expect to experience those changes.23

Describe the overall impact of future hazards in your jurisdiction and the sectors, assets, and/or services that will be most affected (at least 5).24

These indicate which vulnerable population groups will be most impacted by future hazards.25

<table>
<thead>
<tr>
<th>Expected change in frequency (m)</th>
<th>Expected change in intensity (m)</th>
<th>Timescale 26 (m)</th>
<th>Description of expected impact (r)</th>
<th>Impacted sectors, assets, and the magnitude of those impacts (m)</th>
<th>services (m) 25</th>
<th>Impacted vulnerable groups (r) (can specify multiple for each hazard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Increase</td>
<td>o Increase</td>
<td>o Immediately</td>
<td>[open field]</td>
<td>o Transport</td>
<td>Magnitude of expected impact</td>
<td>o Women and girls</td>
</tr>
<tr>
<td>o Decrease</td>
<td>o Decrease</td>
<td>o Short-term</td>
<td></td>
<td>o Energy</td>
<td>High</td>
<td>o Children and Youth</td>
</tr>
<tr>
<td>o No change</td>
<td>o No change</td>
<td>o Medium-term</td>
<td></td>
<td>o ICT (Information and Communications technology)</td>
<td>Moderate</td>
<td>o Elderly</td>
</tr>
<tr>
<td>o Not known</td>
<td>o Not known</td>
<td>o Long-term</td>
<td></td>
<td>o Water supply and sanitation</td>
<td>Low</td>
<td>o Indigenous population</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Not known</td>
<td></td>
<td>o Waste management</td>
<td>o Do not know</td>
<td>o Marginalized groups</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Public Health</td>
<td></td>
<td>o Persons with disabilities</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Law &amp; Order</td>
<td></td>
<td>o Persons with chronic diseases</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Emergency Services</td>
<td></td>
<td>o Low-income households</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Land use planning</td>
<td></td>
<td>o Unemployed persons</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Education</td>
<td></td>
<td>o Persons living in sub-standard housing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Food &amp; Agriculture</td>
<td></td>
<td>o Other</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Environment, Biodiversity, Forestry</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Commercial</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Industrial</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Tourism</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Residential</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Society/Community &amp; culture</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[repeat as above, for all hazards]  [repeat as above, for all hazards]  [repeat as above, for all hazards]  [repeat as above, for all hazards]  [repeat as above, for all hazards]  [repeat as above, for all hazards]  [repeat as above, for all hazards]

---

23 Allow entities to report multiple expected impacts across multiple time scales for the same hazard (e.g. allow cities to add multiple rows for the same hazards).

24 The guidance document that will be made available will eliminate the concept of vulnerable population and provide examples and guidance helping local governments to identify the relevant groups.

25 Short Term = by 2025 Medium-term = 2026-2050 Long term = after 2050 (further guidance will be provided).

26 For each hazard, select which sectors/asset/services will be most impacted. Then for each sector/asset/service selected, indicate the magnitude of the expected impact (creative formatting needed). Law & Order = police, security personnel and systems etc.; Emergency services = first responders, EM, Firefighters etc.; Society/Community & culture = things like cultural assets, heritage, community in the sense of social cohesion etc. (which could be impacted if communities are relocated or heritage sites submerged, for example). Further guidance will be provided in the implementation phase.
<table>
<thead>
<tr>
<th>FACTOR (grouped under headers, can report on multiple across the table)</th>
<th>Description (m)</th>
<th>Degree to which this factor presents a challenge for your jurisdiction's adaptive capacity (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Services</strong></td>
<td></td>
<td>High</td>
</tr>
<tr>
<td>Access to basic services</td>
<td>[open field]</td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Low</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No concern</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Do not know</td>
</tr>
<tr>
<td>Access to healthcare</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Access to education</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Public health</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td><strong>Socio-economic</strong></td>
<td></td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Cost of living</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Housing</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Poverty</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Inequality</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Unemployment</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Migration</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Economic health</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Economic diversity</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td><strong>Governmental</strong></td>
<td></td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Political stability</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Political engagement / transparency</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Government capacity</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Budgetary capacity</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Safety and security</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Land use planning</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Access to quality / relevant data</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Community engagement</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td><strong>Physical &amp;Environmental</strong></td>
<td></td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Rapid urbanization</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Resource availability</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Environmental conditions</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Infrastructure conditions / maintenance</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td>Infrastructure capacity</td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td>[dropdown as above]</td>
</tr>
<tr>
<td></td>
<td>[open field]</td>
<td>[dropdown as above]</td>
</tr>
</tbody>
</table>

27 Factors reported as "no concern" may have a neutral or a positive influence on adaptive capacity. To reduce reporting fields, preference is given here to factors that challenge adaptive capacity, though cities may also describe factors that have a positive influence as well (and GCOM partners may choose to independently collect more data on positive factors as an optional field).
### Table 3. Section A (continued) - Climate risk and vulnerability assessment

<table>
<thead>
<tr>
<th>Title (m)</th>
<th>Year (m)</th>
<th>Scope/Boundary</th>
<th>Primary author</th>
<th>Update/revision process</th>
<th>Upload (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[open field]</td>
<td>[dropdown of years]</td>
<td>o Same, covers whole jurisdiction and nothing else</td>
<td>o Local government</td>
<td>o Formal schedule for update</td>
<td>o 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Smaller, covers part of the jurisdiction</td>
<td>o Consultant</td>
<td>o Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Larger, covers the whole jurisdiction and adjoining areas</td>
<td>o International organization</td>
<td>o No</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Partial, covers part of the jurisdiction and adjoining areas</td>
<td>o Community group</td>
<td>o Do not know</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>o Regional / state / provincial government</td>
<td>o If yes, what is the time period for update? (years):</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>o National / central government</td>
<td>o</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>o Other</td>
<td>o</td>
<td></td>
</tr>
</tbody>
</table>

---

28 Combined with other questions, a full picture of where the city is in their planning and revision process is provided.

29 The boundary of the assessment shall be equal to or greater than the boundary of the whole jurisdiction. Jurisdiction definition = ICLI Typology - State / Region; Province / County / District; Independent province; City / Municipality; Independent city; Special city / Federal district; Sub-municipal district; Sovereign city-state (guidance on where "metropolitan area" fits will be provided).

30 The mandatory fields in this table are required for compliance after 2 years.
### Table 4. Climate adaptation plan

<table>
<thead>
<tr>
<th>Title (m)</th>
<th>Short Description (n)</th>
<th>Year adopted (m)</th>
<th>Nature of climate adaptation plan (m)</th>
<th>Scope/Boundary (m)</th>
<th>Primary author (m)</th>
<th>Update/revision process (opt)</th>
<th>Upload file (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[open field]</td>
<td>[open field]</td>
<td>[dropdown of years]</td>
<td>Not adopted</td>
<td>Standalone climate adaptation plan</td>
<td>Same, covers whole jurisdiction and nothing else</td>
<td>Local government</td>
<td>Formal schedule for update</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Addressed in combined adaptation and mitigation climate action plan</td>
<td>Smaller, covers part of the jurisdiction</td>
<td>Consultant</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Addressed in general city plan</td>
<td>Larger, covers the whole jurisdiction and adjoining areas</td>
<td>International organization</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Addressed in city sector plan(s)</td>
<td>Partial, covers part of the jurisdiction and adjoining areas</td>
<td>Community group</td>
<td>Do not know</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
<td>o</td>
<td>Regional / state / provincial government</td>
<td>If yes, what is the time period for update? (years):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>National / central government</td>
<td>o</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
<td>o</td>
</tr>
</tbody>
</table>

---

34 Combined with other questions, a full picture of where the city is in its planning and revision process is provided.
35 Refers to year officially adopted, not published, if the years are different.
36 The boundary should be at least equal to the boundary of the whole jurisdiction. Jurisdiction definition = ICLS Typology - State / Region; Province / County / District; Independent province; City / Municipality; Independent city; Special city / Federal district; Sub-municipal district; Sovereign city-state (guidance on where “metropolitan area” fits will be provided).
37 The mandatory fields in this table are required for compliance after 3 years.
### Table 5. Adaptation goals

<table>
<thead>
<tr>
<th>Goal description (m)</th>
<th>Delivery date (m)</th>
<th>Baseline year (m)</th>
<th>Metric/KPI (^{\text{a}}) (r)</th>
<th>Progress (r)</th>
<th>Monitoring Plan (r)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[open field]</td>
<td>[year dropdown]</td>
<td>[year dropdown]</td>
<td>[open field]</td>
<td>o 0-25% complete</td>
<td>[Upload/Link]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o 25-50% complete</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o 50-75% complete</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o 75-99% complete</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>o 100% complete</td>
<td></td>
</tr>
</tbody>
</table>

\(^{\text{a}}\)E.g. Reduce by half the population exposed to heat waves.
Table 6. Section B (continued) Key Adaptation Actions

<table>
<thead>
<tr>
<th>Related Hazard</th>
<th>Action Short Description</th>
<th>Policy instrument</th>
<th>Financial cost and strategy</th>
<th>Implement ation status</th>
<th>Timeframe</th>
<th>Responsible body</th>
<th>Stakeholders involved (can select multiple)</th>
<th>Identification of synergies, trade-offs and co-benefits of mitigation and adaptation</th>
<th>Target</th>
<th>KPI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (auto-populate)</td>
<td>open field</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(auto-populate)</td>
<td>open field</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please describe how your jurisdiction has prioritized adaptation actions (opt)

[open field]

---

*Cities should report a key or representative action for the main hazards identified as high risk above.
If possible, quantitative information should be provided.
Table 7. Section C – Adaptation Planning Process

<table>
<thead>
<tr>
<th>Please describe your progress in the adaptation planning process (in)</th>
<th>Current and mobilise resources (in)</th>
<th>Risk and vulnerability assessment (in)</th>
<th>Develop and prioritize adaptation options (out)</th>
<th>Develop adaptation plan (in)</th>
<th>Implement adaptation plan (out)</th>
<th>Monitor and evaluate progress (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Currently exists</td>
<td>o Currently exists</td>
<td>o Currently exists</td>
<td>o Complete</td>
<td>o Complete</td>
<td>o Currently exists</td>
<td>o In Progress</td>
</tr>
<tr>
<td>o In Progress</td>
<td>o In Progress</td>
<td>o Does not exist but intending to undertake in the future</td>
<td>o In Progress</td>
<td>o In Progress</td>
<td>o In Progress</td>
<td>o In Progress</td>
</tr>
<tr>
<td>o Does not exist but intending to undertake in the future</td>
<td>o Does not exist but intending to undertake in the future</td>
<td>o Do not know</td>
<td>o Does not exist but intending to undertake in the future</td>
<td>o Complete</td>
<td>o Does not exist but intending to undertake in the future</td>
<td>o Does not exist but intending to undertake in the future</td>
</tr>
<tr>
<td>o Do not know</td>
<td>o Do not know</td>
<td>o Do not know</td>
<td>o Do not know</td>
<td>o Complete</td>
<td>o Do not know</td>
<td>o Do not know</td>
</tr>
</tbody>
</table>

Please select the factors considered when prioritizing adaptation options (can select multiple) (opt):
- Financial costs
- Risk level of each hazard
- Impacted sectors, services, and assets
- Vulnerable populations
- Stakeholder consensus
- Other

35 E.g. Initial adaptation policy commitment is defined. Human, technical, and financial resources are mobilized. Institutional structures are set up and appropriate coordination mechanisms are in place. Review of local policy and Institutional context, previous plans, available resources, and data sources. Climate risk and vulnerability data collected.
36 E.g. Conduct Analysis of climate risks and vulnerabilities including potential impacts on residents and sectors.
37 E.g. Develop strategic vision and targets for developing and mainstreaming adaptation actions and policies. Compile, assess, and prioritize portfolio of potential adaptation options.
38 E.g. Complete adaptation plan with detailed actions, programs, projects, and implementation strategies (including funding). This may be a standalone plan or may be integrated into a related sectoral plan or broader urban development strategy.
39 E.g. Institutional arrangements as well as human, technical, and financial resources are in place to execute adaptation actions locally according to approved plans.
40 E.g. Monitoring framework with key performance indicators is in place for adaptation actions. Progress is regularly monitored and reported to relevant decision makers and/or stakeholders locally, nationally, and globally as appropriate.
Table 8. Overall overview of the participatory process carried out in the adaptation planning process

<table>
<thead>
<tr>
<th>Stakeholders</th>
<th>Drop down list: level of participation</th>
<th>Multiple choice: participatory technique</th>
</tr>
</thead>
<tbody>
<tr>
<td>National government</td>
<td>[drop down list as above]</td>
<td>Questionnaire/survey</td>
</tr>
<tr>
<td></td>
<td>High</td>
<td>Online consultation</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
<td>In-depth interview</td>
</tr>
<tr>
<td></td>
<td>Low</td>
<td>Roundtable</td>
</tr>
<tr>
<td></td>
<td>None</td>
<td>Focus group</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Workshop</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Citizen jury</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other: indicate which one</td>
</tr>
<tr>
<td>Regional government</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>Local government</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>Academics</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>Business &amp; private sector</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>Trade union</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>NGO and associations</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>Citizens</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
<tr>
<td>Other: indicate which one</td>
<td>[drop down list as above]</td>
<td>[drop down list as above]</td>
</tr>
</tbody>
</table>

Legend:
Low → Information (meaning “low” level of participation): this is produced when the public are informed through a one-way flow of information, i.e. information passes from officials to the public, with no chance to provide feedback from the public to officials. There is no room for negotiation. The most frequent tools for informing are news, media, pamphlets, posters, and responses to inquiries.

Medium → Consultation (“medium” level): the public is invited to give their opinion and provide feedback on analyses, alternatives and/or decisions; however, these opinions may have or may have not been taken into account.

High → Partnership (“high” level): there have been negotiations between planners and the public in each aspect of the planning process. They have both agreed to share planning and decision-making responsibilities through joint policy boards, planning committees or other mechanisms for resolving impasses. The public have had some genuine bargaining influence over the outcome of the plan, including the development of adaptation options and the identification of the preferred solution.
### Annex E: Climate Action and Energy Access Reporting Framework

#### ACTION PLANNING

<table>
<thead>
<tr>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop an action plan for mitigation and adaptation</td>
</tr>
<tr>
<td>2. Plan to include target(s) / goal(s) of plan</td>
</tr>
<tr>
<td>3. Joint / collective action plans amongst local governments</td>
</tr>
<tr>
<td>4. Description of stakeholder engagement process in development of plan</td>
</tr>
<tr>
<td>5. Timeline for submission of the action plan</td>
</tr>
<tr>
<td>6. Possible extension of the submission deadline</td>
</tr>
<tr>
<td>7. Language of the plan</td>
</tr>
<tr>
<td>8. Name of the plan</td>
</tr>
<tr>
<td>9. Integrated climate action plan (mitigation and adaptation)</td>
</tr>
<tr>
<td>10. Description of prioritization process of actions</td>
</tr>
<tr>
<td>11. Key sectors addressed by the plan</td>
</tr>
<tr>
<td>12. Description of each action in the Climate Action Plan document</td>
</tr>
<tr>
<td>13. Policy instrument(s) foreseen for the action, when appropriate</td>
</tr>
<tr>
<td>14. Financial strategy per action/action area/sector</td>
</tr>
<tr>
<td>15. Implementation status and timeframe</td>
</tr>
<tr>
<td>16. Responsible body for each action/action area/sector</td>
</tr>
<tr>
<td>17. Stakeholders involved for each action/action area/sector</td>
</tr>
<tr>
<td>18. Assessment of energy savings, renewable energy production and GHG emissions reduction per key mitigation action/action area/sector</td>
</tr>
<tr>
<td>19. Formal adoption of the plan</td>
</tr>
<tr>
<td>20. Identification of synergies, trade-offs and co-benefits of mitigation and adaptation</td>
</tr>
</tbody>
</table>

#### MONITORING

<table>
<thead>
<tr>
<th>Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key sectors in line with local governments’ priorities and assessments (baseline emission inventory and risk and vulnerabilities assessment) outputs</td>
</tr>
<tr>
<td>Mandatory</td>
</tr>
<tr>
<td>Recommended</td>
</tr>
<tr>
<td>Recommended</td>
</tr>
<tr>
<td>Recommended</td>
</tr>
<tr>
<td>Recommended</td>
</tr>
<tr>
<td>Recommended</td>
</tr>
<tr>
<td>Mandatory (recommend inclusion of figures)</td>
</tr>
<tr>
<td>Mandatory</td>
</tr>
<tr>
<td>Mandatory</td>
</tr>
</tbody>
</table>

<p>| 35 |</p>
<table>
<thead>
<tr>
<th>21. Monitoring, tracking and reporting progress towards commitments in the climate action plan</th>
<th>Mandatory - performed by city and publicly disclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Status of the implementation of each action in the climate action plan</td>
<td>Mandatory</td>
</tr>
<tr>
<td>23. Monitoring the costs of each action</td>
<td>Recommended</td>
</tr>
<tr>
<td>24. Frequency for submitting monitoring report of the implementation of actions</td>
<td>Every 2 years but recommended yearly, following action plan submission</td>
</tr>
<tr>
<td>25. Provisions for updating the Action plan (both mitigation and adaptation) when needed</td>
<td>Mandatory to update and resubmit the action plan when there are significant changes</td>
</tr>
</tbody>
</table>

**EVALUATION AND FEEDBACK**

| 26. Evaluation on mitigation and adaptation by an independent body providing a feedback report to the city | By an independent body and to be decided regionally |
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2019
DATE ACTION REQUESTED: August 7, 2019
□ ACTION
☑ DISCUSSION ONLY

SUBJECT: Inventory of Town Properties

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Here I present one small piece of one of the Board’s goals for the year – to complete the inventory of Town-owned properties and facilities, then develop a plan that prioritizes issues to be addressed.

First, I have attached the list of properties which I believe are the key parcels and facilities. These are not necessarily all Town-owned – for instance, one is the Spur Road median for which the Town has an agreement with the State about planning and maintaining the trees. This list will grow over time as some of the smaller or less prominent properties are added, but this is a solid starting point and will take considerable effort to complete.

Inventories almost always begin with a request to the Assessing Department to find the deeds. Some have been very challenging to track down. For instance, the Town Farm deed was a big mystery though eventually Assessing solved it. Luke Vigue has been doing most of the heavy lifting in this regard.

Starting with the deeds, a template of the report is created for the property or facility and information is roughed in quickly. A very early draft in this stage of completion is included to illustrate this point. It is the report for the Parking Lot Adjacent to York’s Wild Kingdom. I started this when it was time to execute the annual lease with YWK. It was a good opportunity to sort out the reason why the Town pays YWK $1 annually for a small area of land used for the public parking. In looking at this report you can see the challenges we face. The deeds don’t line up clearly with the parcel as we see it in the tax maps. I haven’t done any research into the York Beach Village Corporation records. This is rough, early work. Note that the hour or two spent to get the report to this stage occurred 4 months ago and it hasn’t been touched since. These are researched and developed as time permits.

The next report you will find, again in draft form, is for Town Dock #1. This report is much more complete and refined than the Parking Lot draft, but it is not yet done. I still need to sort out the hoists and the hoist fund, and the bait shed fund. There aren’t any problems in that regard, it is simply a matter of ensuring we know exactly what the deal is with these facilities. The only open matter identified here so far is the need for the York Lobstermen’s Association to enter into an agreement with the Board for their bait shed being located on public property. That was approved by the Board decades ago and a lease was required by the Board, but we can’t find that this was ever done. It won’t
be a big deal, but it still needs to be completed. I believe we can make this as simple as the agreements executed last year with Hartley Mason Reservation and First Parish Cemetery.

The third report you’ll find is for Strawberry Island. This report is complete. The only open issue here is the need to execute an easement with the Maine Department of Conservation for public access on Strawberry Island. Somehow, that fell through the cracks at both the Town and State end of things. I have been in communication with Tom Linscott of the Boating Facilities Division to discuss this, but we haven’t gotten very far with an actual easement proposal. Eventually this will need to be given to the voters for their approval.

The fourth report is for the DPW property at 810 US Route One. This is new, all the information was present, and I participated in the transaction process. It took 4 hours from start to finish to complete this report and there are no open issues. This is as good as it gets!

I have concluded that I will never complete this inventory, so despite my desire to keep working on it, I need to delegate it. I will likely approach that one or two properties at a time and will bring these forward as they are completed.

I am also surprised at how many mysteries there are when it comes to Town properties. I hope, at the end of this inventory process, there will be far fewer mysteries remaining.

RECOMMENDATION: n.a.

PROPOSED MOTION: n.a.

Prepared by Stephen H. Burns, Town Manager:
<table>
<thead>
<tr>
<th>Facility / Property</th>
<th>Address</th>
<th>Map &amp; Lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 1045 US Route One</td>
<td>1045 US Route One</td>
<td>0094-0077</td>
</tr>
<tr>
<td>2 20 Sewalls Pasture Road</td>
<td>20 Sewalls Pasture Rd</td>
<td>0096-0011</td>
</tr>
<tr>
<td>3 32 Long Sands Road</td>
<td>32 Long Sands Rd</td>
<td>0050-0049-A</td>
</tr>
<tr>
<td>4 Bog Road Fields</td>
<td>40 &amp; 50 Bog Road</td>
<td>0090-0084-X and 0090-0084-A</td>
</tr>
<tr>
<td>5 Bog Road Maintenance Garage</td>
<td>40 Bog Road</td>
<td>0090-0084-X</td>
</tr>
<tr>
<td>6 Cliff Walk</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>7 Ellis Short Sands Park</td>
<td>16 Ocean Ave</td>
<td>0024-0049-A</td>
</tr>
<tr>
<td>8 Fire Station - York Beach</td>
<td>18 and 20 Railroad Ave</td>
<td>0027-0011 and 0027-0011-A</td>
</tr>
<tr>
<td>9 Fire Station - York Village Village</td>
<td>1 Firehouse Dr</td>
<td>0050-0025</td>
</tr>
<tr>
<td>10 Fisherman's Walk</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>11 Gilman L. Moulton Park</td>
<td>393 York St</td>
<td>0057-0046</td>
</tr>
<tr>
<td>12 Grant House and Goodrich Park</td>
<td>200 &amp; 220 US Route One</td>
<td>0066-0001 and 0067-0005</td>
</tr>
<tr>
<td>13 Lake Carolyn</td>
<td>90 East Lake Circuit and 242 Shore Rd</td>
<td>0009-0020 and 0009-0017-A</td>
</tr>
<tr>
<td>14 Little Parade</td>
<td>York St and Long Sands Rd</td>
<td>n.a.</td>
</tr>
<tr>
<td>15 Long Sands Bathhouse</td>
<td>178 Long Beach Ave</td>
<td>0033-0152-A</td>
</tr>
<tr>
<td>16 MacKey Skate Park</td>
<td>17 Bog Rd</td>
<td>0091-0024-A</td>
</tr>
<tr>
<td>17 Mount Agamenticus</td>
<td>21 Mount A Road</td>
<td>0095-0008</td>
</tr>
<tr>
<td>18 Old Gaol</td>
<td>193 York St</td>
<td>0050-0037</td>
</tr>
<tr>
<td>19 Phillips Pond</td>
<td>328 Shore Rd</td>
<td>0100-0001-B</td>
</tr>
<tr>
<td>20 Police Station</td>
<td>9 Hannaford Dr</td>
<td>0053-0026</td>
</tr>
<tr>
<td>21 Public Works Beach Garage</td>
<td>14 Rogers Road</td>
<td>0030-0010</td>
</tr>
<tr>
<td>22 Public Works Garage (Chases Pond Rd)</td>
<td>115 Chases Pond Rd</td>
<td>0094-0032-A</td>
</tr>
<tr>
<td>23 Public Works Garages (Route One)</td>
<td>810 US Route One</td>
<td>0094-0018</td>
</tr>
<tr>
<td>24 Route 103 Kayak Launch</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>25 School - Central Office</td>
<td>469 US Route One</td>
<td>0048-0021</td>
</tr>
<tr>
<td>26 School - Coastal Ridge Elementary</td>
<td>1 Coastal Ridge Drive</td>
<td>0039-0002</td>
</tr>
<tr>
<td>27 School - Village Elementary</td>
<td>124 York St</td>
<td>0049-0048</td>
</tr>
<tr>
<td>28 School - York High</td>
<td>1 Robert Stevens Drive</td>
<td>0038-0005</td>
</tr>
<tr>
<td>29 School - York Middle</td>
<td>30 Organug Rd</td>
<td>0055-0005</td>
</tr>
<tr>
<td>30 Scotland Bridge Boat Launch</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>31 Seabury Gut</td>
<td>6 Western Point Rd</td>
<td>0070-0003</td>
</tr>
<tr>
<td>32 Senior Center</td>
<td>36 Main St</td>
<td>0023-0019</td>
</tr>
<tr>
<td>33 Cohier Park</td>
<td>11 &amp; 13 Cohier Park Rd</td>
<td>0029-0020 and 0029-0021</td>
</tr>
<tr>
<td>34 Spur Road Median</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>35 Strawberry Island</td>
<td>2 Harris Island Road</td>
<td>0057-0055-A</td>
</tr>
<tr>
<td>36 Town Dock 1</td>
<td>2 Harris Island Road</td>
<td>0057-0055-A</td>
</tr>
<tr>
<td>37 Town Dock 2 and Harbor Master's Shack</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>38 Town Farm and Community Gardens</td>
<td>178 Long Sands Rd &amp; 44 Ferncroft Rd</td>
<td>0039-0025 and 0039-0031-A</td>
</tr>
<tr>
<td>39 Town Hall and Public Parade</td>
<td>186 York St, and 178 &amp; 180 York St</td>
<td>0049-0056</td>
</tr>
<tr>
<td>40 Wheeler Wildlife Refuge</td>
<td>9 Harris Island Rd</td>
<td>0063-0007</td>
</tr>
<tr>
<td>41 Wiggley Bridge and Causeway</td>
<td>n.a.</td>
<td>n.a.</td>
</tr>
<tr>
<td>42 Witchtrout Road Transfer Station</td>
<td>65 Witchtrout Rd</td>
<td>0089-0044</td>
</tr>
<tr>
<td>43 York Beach Sailfield</td>
<td>18 Railroad Ave</td>
<td>0027-0011</td>
</tr>
<tr>
<td>44 York's Wild Kingdom/Town Parking Lot</td>
<td>25 Railroad Ave</td>
<td>0027-0009</td>
</tr>
</tbody>
</table>
PARKING LOT ADJACENT TO YORK'S WILD KINGDOM

Location: 25 Railroad Avenue.

Facility: A public parking lot occupies this property.

Deed References:
- Book 1426, Page 328 (1949 deed)

NOTE: the above-referenced deed conveys land that was acquired in an earlier deed (book 775, page 519) so this should be tracked down. It also references a plan, recorded at the Registry, which should also be obtained: “Land in York, Me. York Harbor and Beach Railroad Company to Harry H. Norton, C.J. Griffin Pri... Asst. Engr. May 1927.”

The above referenced deed indicates the Village Corporation acquired three parcels, of 8,850, 5,390 and 24,260 square feet each). This totals 38,500 square feet in area. The GIS shows the lot area to be about 26,300 square feet. It is not clear how the deed and the parcel in question align. It may be that “parcel 3” is the current lot.

Deed Restrictions: The deed referenced above indicates no restrictions.

Survey and Monumetnation: ???
Property Acquisition: The Town of York acquired the original parcel upon termination of the York Beach Village Corporation. In Section 2 of the legislation that repealed the Village Corporation (L.D. 1809), it is established that ownership of all property of the Village Corporation was transferred to the Town as of October 15, 1977.

The York Beach Village Corporation purchased this property from Roger R. Norton for $1 on April 14, 1949. This acquisition was authorized by a vote of the Village Corporation?? Need to detail this authorization.

Any subsequent actions prior to or after Town acquisition??

Facility Acquisition/Construction/Alteration: What do we know about the parking lot, its construction, regulation, kiosks, etc. that would be useful to document?

Relationship to Bond Funds: Not applicable.

Land Use Permits & Approvals: unknown.

Other Information:

- The Town has annually leased a sliver of land from York’s Wild Kingdom where the parking lot crosses onto that property. Include a copy of the annual lease, for which we pay $1.
Know all men by these presents, that I, Roger R. Norton, of York, in the County of York and State of Maine, in consideration of one dollar and other valuable considerations, paid by York Beach Village Corporation, a municipal corporation, organized and existing by law, and located at York Beach, in the Town of York, in the County of York and State of Maine, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said York Village Corporation, its successors and assigns forever,

Two certain pieces or parcels of land, with the buildings thereon, situated in said York, bounded and described as follows:

Parcel 1. Beginning on Church Street at land of the present grantor, formerly of Harry H. Norton; thence running northerly by said land on five (5) lines about three hundred nine and two-tenths (309.2) feet to Cape Neddick Road; thence running and running northeasterly by said road about eighteen (18) feet to parcel 1 hereinafter described; thence turning and running southerly by said parcel 1 about three hundred twenty-nine (329) feet to said Church Street; thence turning and running northerly by said Church Street about twenty-five (25) feet; the point of beginning, be all of said measurements more or less; said parcel containing about eight thousand eight hundred fifty (8,850) square feet, and being shown on parcel 1 on the plan hereinafter mentioned.

Parcel 2. Beginning on Church Street at Railroad Avenue, thence running southerly by said Church Street about seventeen (17) feet to said parcel 1 hereinbefore described; thence turning and running northerly by said parcel 1 about four hundred six (406) feet to said Cape Neddick Road; thence turning and running northeasterly by said road about fifteen (15) feet to said Railroad Avenue; thence turning and running southerly by said Avenue about four hundred thirty-three (433) feet to the point of beginning, be all of said measurements.
more or less; said parcel containing about five thousand three hundred ninety (5,390) square feet, and being shown as parcel #2 on the plan hereinafter mentioned.

Parcel 3. Also all right, title, interest and estate of the grantor in an to another piece of parcel of land situated in said York with the buildings the on, bounded and described as follows: Beginning on Church Street at parcel #2 hereinabove described, thence running northwesterly by said Church Street about seventy-seven and five-tenths (77.5) feet to said parcel #1 hereinabove described; thence turning and running northerly by said parcel #1 about three hundred twenty-nine (329) feet to said Cape Neddick Road; thence turning and running northeastly by said road about seventy-six (76) feet to said parcel #2 hereinabove described; thence turning and running southerly by said parcel #2 about four hundred six (406) feet to the point of beginning, be all of said measurements more or less; said parcel containing about twenty-four thousand two hundred sixty (24,260) square feet, and being shown as parcel #3 on a plan marked "Land in York, Me. York Harbor and Beach Railroad Company To Harry H. Norton C. J. Griffin Pri. Asst. Eng. May 1927", now on file in York County Registry of Deeds, to which reference is hereby made for a further description of the premises hereby conveyed.

Said parcels #1 and #3 are conveyed subject to all existing rights in an old road extending from said Cape Neddick Road to said Church Street. All three parcels being further subject to the rights of the public in such portions, if any, of said Church Street, Railroad Avenue and Cape Neddick Road, or any of them, as may fall within the bounds of any of said parcels as shown on said plan.

Being the same premises which York Harbor and Beach Railroad Company conveyed to Harry H. Norton, late of said York, deceased, by deed dated June 23, 1927, recorded in York County Registry of Deeds, Book 775, Page 519. The present grantor's title was derived in part as one of the two residuary devisees under the will of said Harry H. Norton, and in part under a deed from Paul M. Norton, the other said residuary devisees, since duly recorded.

EXCEPTING AND RESERVING, however, from this conveyance, the large platform or drive-on scales, now installed on the above described and conveyed premises, together with the right to the grantor, his heirs and assigns, to enter upon said premises, and to remove said scales, together with all ironwork, etc., used in connection therewith, including such portion thereof as may be set in the concrete foundations of said scales, at any time before the first day of October, 1949; also the right to use said scales, in their present position, until such time.
May 22, 1946, originally running to Roscoe Thurston, and subsequently taken
over by Thurston & Laughton, Inc., all rights of the present grantor under said
lease being hereby assigned to the present grantee.

To have and to hold the aforesaid and bargained premises with all the
privileges and appurtenances thereof, to the said York Beach Village Corporation,
its successors and assigns, to it and their use and benefit forever.

And I do covenant with the said Grantee, its successors and assigns, that
I am lawfully seized in fee of the premises, that they are free of all incum-
brents; except as aforesaid; subject also to taxes assessed as of Apr. 1, 1949;
that I have good right to sell and convey the same to the said Grantee to hold
as aforesaid; and that I and my heirs shall and will warrant and defend the
same to the said Grantee, its successors and assigns forever, against the law-
ful claims and demands of all persons.

In Witness Whereof, I, the said Roger R. Norton, and Loretta M. Norton,
wife of the said Roger R. Norton, joining in this deed as Grantor, and relin-
quishing and conveying her right by descent and all other rights in the above
described premises, have hereunto set our hands and seals this fourteenth day
of April in the year of our Lord one thousand nine hundred and forty-nine.

Signed, Sealed and Delivered
in presence of

Lester M. Bradon, to R.R.N. Roger R. Norton (seal)
Clayton F. Adjutant Loretta M. Norton (seal)
Gerald B. Turner

state of Maine, County of York, ss. York, Maine, April 14, 1949. Personally
appeared the above named Roger R. Norton, and acknowledged the foregoing ins-
strument to be his free act and deed.

Before me, Lester M. Bradon, Trial Justice and ex-officio
Justice of the Peace (L.S.)

acquiesced according to the original received May 9, 1960 at 8h. 35m. A.M.
Lease

This lease dated the 15th day of May 2018, by and between
York’s Wild Kingdom (herein after called
the Lessee) and the Town of York (herein after called the Lessor)

1) DEMISE: Lessee hereby demises to Lessor and Lessee hereby
hires from Lessor a parcel of land which has been
cleared for parking and which is adjacent to Lessee’s parking area.

2) TERM: The term of this lease shall be for a period
commencing May 1, 2018 and terminating on October 1, 2018

3) RENT: Lessee agrees to pay Lessor the sum of $1.00 as rent for the term of this lease, payable in full upon
signing of this lease.

4) TITLE: Lessor represents that they have the full right, power
and authority to enter into this lease for the term herein
granted.

5) INSURANCE: Lessor shall procure and maintain at its expense,
comprehensive public liability insurance on the demised
premises and hold Lessor harmless from any liability arising out of Lessor’s use of the premises.

6) PARKING: The premises shall be used exclusively by the Lessee and solely for the purpose of parking.
There shall be no dumping of trash, rocks, gravel or anything else on this land. The Lessee shall be
responsible for keeping the premises free of debris and shall leave the premises in a clean condition at the
expiration of the term.

In witness whereof, the said parties have hereunto set their
hands and seal this day and year above written.

WITNESS

LESSEE

[Signatures]

[Signatures]
Parcel 1: Area = Abt. 8,850 sq. ft.

Parcel 2: Area = Abt. 5,350 sq. ft.

Received June 30, 1927 at 9:45 a.m.
and filed on Plan Book 10, Page 88

Daniel M. Pechowie
Registrar

See Book 773 Page 517.
TOWN DOCK #1

Property and Facilities Inventory

This document is one of a series of staff reports to document important information about properties owned and utilized by the Town of York. It is an attempt to compile and make available relevant information about properties to ensure the institutional knowledge is not lost over time.

DRAFT: August 7, 2019
TOWN DOCK #1

Location: 2 Harris Island Road. While the Town’s tax maps show this property and the adjacent Strawberry Island as being a single parcel, the property on which Town Dock #1 is acquired by the Town as part of a road right-of-way in the 1950s and the Strawberry Island area was purchased from an abutting owner in 2005.

Facility: This is the Town’s commercial wharf. The property was initially developed as a public landing or wharf back when the bridge over the York River was discontinued. Funding to construct a wharf was approved on July 19, 1958. At some point in time this site was designated for commercial users, perhaps as early as 1962 when the Town acquired a deed allowing for construction of Town Dock #2.

Property Acquisition: The Town acquired the rights to this property when it accepted the road from the State of Maine. The sequence of events was described by former Town Attorney John Bannon in a report he prepared dated October 4, 1988 (copy attached). The initial vote of the Town to accept the southerly approach to the bridge along with the remains of the bridge “for use as a public landing” was approved by the Town Meeting on March 7, 1953 (Article #58).
At the March 2, 1957 Town Meeting there were two articles considered in this regard, petitioned by James J. Cote and others. The first of these articles (#58) authorized the Board again to accept the property from the State and to authorize the Board of Selectmen to convert the property to a municipal wharf. The second of these articles (#59) authorized expenditure of not more than $5,800 for the conversion process. (Note the Bannon Report incorrectly identifies the date of his vote at the 7th, not the 2nd.)

It appears the Town required additional funds to create the Town wharf. At a Special Town Meeting of July 19, 1958, voters authorized an expenditure of $15,500 to build the Town wharf (Article #5).

Deed References: None.

Deed Restrictions: none known.

Survey and Monumentation: It is unclear what surveys may exist, though one or more are likely to exist. The most significant question is ownership of the land between Town Dock #1 and the current Route 103. It is questioned because an engineering drawing of the 2012 addition to the bait houses shows the newer portion of the building extending over the boundary of the old road right-of-way, which is the Town’s property. That plan is not a survey, but it raises an issue. It was never addressed back at the time of permitting.

Facility Acquisition/Construction/Alteration: Initial construction of the Town wharf was authorized and funded when the property was initially established, between 1953 and 1958, as described in the “Property Acquisition” section above.

Voters were asked in 2009 to fund the rehabilitation of Town Dock #1. In the ballot language (Article #44) there was a reference to initial construction in the mid-1950s with no indication of any substantive work since. It appears the work completed in the 2010 timeframe is the only other significant work since its initial construction.

Relationship to Bond Funds: At the time of writing (June 2019) there is one active bond which funded the rehabilitation of the facility. The bond was approved by the voters at the May 29, 2009 Budget Referendum (Article #44). The bond was issued in 2010 and has an anticipated payoff in July 2030.
Land Use Permits & Approvals: at this time no attempt has been made to inventory all permits and approvals for this property.

Other Information:

- There are two attached bait sheds located on or adjacent to Town Dock #1. It is not clear whether these are privately owned or Town-owned. It appears both are privately owned, but there is no known lease or other written arrangement for either of these to exist on public property.

- The older of the two bait sheds was paid for and constructed by the York Lobstermen’s Association. Early on the YLA had a bait shed out on the far end of the dock, but it was removed and subsequently replaced in the current location sometime in the 1980s. The Board of Selectmen approved this newer structure at a meeting on March 27, 1989. That vote of the Board of Selectmen indicated a lease was to be drafted for subsequent approval, though further search of the records has not turned up
anything, nor was the initial contact at YLA aware of any lease. In the photo above, the YLA portion of the building has the lower ridge line and is the right (northeastern) half of the building. Best understanding is that this is a privately owned and maintained building located on Town property. Some sort of public-private agreement is needed to document this relationship.

- The newer of the two bait sheds was built by the York Harbor Bait Shed Association, with permits and approvals dating back to 2012. The Office of the York Harbor Board reached out in January 2012 to commercial fishers seeking users, indicating that “We are in the process of building a new shed next to the existing one at Town Dock #1” (emphasis added). The Association paid the fees for the building permit, which a Town entity would not do, and the structure is privately insured. Both these facts point to private ownership. However, the Association Rules are printed with the Town seal prominently on the top of the page, and Town staff and the Finance Department process money for this bait house. Both these facts point to public ownership. It appears that construction was initially financed using Harbor Funds, and that debt is currently being paid off by user fees. In the photo above, this is the portion of the building with the higher ridge line and is the left (southwest) half of the building. In Speaking with Mike Sinclair, Chair of the Harbor Board, this bait shed is Town-owned, and in the autumn of 2019 the Harbor Board will take up the matter of getting this structure on the Town’s insurance and clarifying ownership and so forth.

- Hoists – there is a hoist fund which relates to the two hydraulic hoists out at the end of the dock. There is also a hoist located immediately adjacent to the bait sheds, as shown in the photo of the bait sheds. That one is seldom used and is not the subject of the hoist fund.
Ballot Question

March 7, 1953
Minutes of March 7, 1953 Town Meeting

FIFTY-EIGHTH Upon a motion duly seconded, it was voted to authorize the Selectmen to accept from the State of Maine on behalf of the Town the southerly approaches to the Bridge crossing the York River from Bragdon's Island and Highways of Way Theroeto and to further accept such portions of said Bridge as are left for use as a public landing.

FIFTY-NINTH Upon a motion duly seconded, it was voted to raise the sum of fifteen hundred (1,500.00) Dollars for paving the road from the Orange Hall to the residence of Hugh Lipius.

SIXTIETH Upon a motion duly seconded, it was voted not to pass this article.

SIXTY-FIRST Upon a motion duly seconded, it was voted to raise the sum of five hundred (500.00) Dollars to help to support the Chamber of Commerce in its advertising campaign promoting York for the 1953 year and pay the same to the Treasurer of the Chamber of Commerce.

SIXTY-SECOND Upon a motion duly seconded, it was voted to have the Selectmen appoint a committee to investigate land control and report at next annual Town Meeting.

SIXTY-THIRD Upon a motion duly seconded, it was voted to install (2) hydrants starting at the intersection of Shore Road and Pine Hill Road South extending along Pine Hill Road, South to the intersection of Pine Hill Road Shubsh and Pine Hill Road providing the only cost to the Town will be the yearly rental fee of the hydrants...

SIXTY-FOURTH Upon a motion duly seconded, it was voted to raise the sum of fifteen hundred (1,500.00) Dollars for a sidewalk on Organum Road, to start at the intersection of Organum Road and York St. and extending towards the High School.

SIXTY-FIFTH Upon a motion duly seconded, it was voted to enact the following ordinance:

Be it enacted by the People of the Town of York that no person under sixteen years of age shall have in their possession a B.B. gun or any other spring or air-operated gun anywhere within the limits of said town except upon their own premises or if accompanied by an adult. All persons shall obey any person as aforesaid in so far as may be the same to rest outside the premises said persons or his or her guardian.

Any person found in violation of this ordinance shall have the in question confiscated and destroyed and if said violator shall be less than twenty-one years of age, the parent or guardian thereof shall upon conviction be fined not more than five dollars for each offense.

SIXTY-SIXTH Upon a motion duly seconded, it was voted to enact the following ordinance:

Be it enacted by the People of the Town of York, Maine, that all that area within said town which is bounded northerly by Route 1A; easterly by Lindsey Road, southerly by Indian Trail and westerly by Organum Road shall be open to hunting and target shooting.

Whoever violates the provisions of this ordinance shall be punished by a fine of not more that $10.00.
Ballot Questions

March 2, 1957
FIFTY-FOURTH--Upon a motion duly seconded, it was voted to raise the sum of forty-eight ($48.00) dollars to install four street lights beginning at the residence of Mr. Donald Worley, along the Logging Road, north as far as the residence of Mr. Robert Litch.

FIFTY-FIFTH--Upon a motion duly seconded, it was voted to raise the sum of two hundred ($200.00) dollars to cooperate with the Maine Forest Service and the Federal Government in control of White Pine blister rust.

FIFTY-SIXTH--Upon a motion duly seconded, it was voted to indefinitely postpone this article.

FIFTY-SIXTH--Upon a motion duly seconded, it was voted that the Selectmen be authorized to accept from the State of Maine so much of the m’chinery as approaches, remnants and portions of the existing bridge leading across the York River from York Harbor to Bragan’s Island, as shall be necessary for the establishment of a town wharf, and that the Selectmen be further authorized to do whatever shall be necessary to convert said bridge Municipal Wharf.

FIFTY-SEVENTH--Upon a motion duly seconded, it was voted to authorize to spend a sum not to exceed fifty-eight hundred ($58,800.00) dollars, which sum shall be taken from unexpended surplus, to convert the approach of the New Bridge so-called, at Bragan’s Island into a Municipal Wharf.

FIFTY-EIGHTH--Upon a motion duly seconded, it was voted to raise the sum of $45.00 to install three street lights at so-called Post Road, also known as W. S. Route 3, on poles #209, #206 and #205.

FIFTY-NINTH--Upon a motion duly seconded, it was voted to indefinitely postpone this article.

Upon a motion made by Henry Fuller and duly seconded it was voted that the Inhabitants of the Town go on record as expressing their grateful appreciation and thanks to Edwin E. Kimball for his very able and conscientious services, during his term as Selectman and do accept his resignation with regret.

FIFTY-SECOND--Upon a motion duly seconded, it was voted to raise the sum of one hundred eighty ($180.00) dollars and to install ten (10) street lights on the Shore Road to Ogunquit.

Upon a motion duly seconded, it was voted to adjourn this meeting and was so declared sine die by the Moderator at 8:30 PM.

The officers declared elected namely James H. MacIntire, Robert W. Ellis, Robert B. Craig, Cecil A. Parsons, and Robert B. Craig were called together and sworn to their respective duties by Morris A. Talpey, Town Clerk; to wit:

"I, do swear that I will support the Constitution of the United States and of this State so long as I shall continue as citizen thereof, So help me God.

I, do swear that I will faithfully discharge all the duties incumbent upon me as (their respective stations) according to the Constitution and Laws of the State. So help me God."

A true record

Attest: Morris A. Talpey, Town Clerk
Ballot Question

July 19, 1958
Cape Neddick, Maine and Prrixham Grange Hall, Prrixham, so called,
the same being three public and conspicuous places within said
town of York on the twelfth day of July in the year one thousand
nine hundred and fifty-eight, the same being least seven and
before the time appointed for said meeting.

Dated at York, in the county of York and State of Maine,
this twelfth day of July in the year one thousand nine hundred
and fifty-eight.

Norman H. Hamilton
A true copy
Received: 16 July 58
Attested
Town Clerk

MINUTES OF SPECIAL TOWN MEETING
JULY 19 1958

The meeting was called to order by the Clerk, Norris A.
Talpey at 11:00 AM in the forenoon. The Clerk read the warrant
and the return of the warrant.

He then proceeded with Article I of the warrant, to choose
a moderator to preside at said meeting, upon a motion duly
seconded it was moved that Fred W. Marshall be the nominee
for Moderator. Upon a motion duly seconded it was voted
that nominations be closed. Upon a motion duly seconded it was
voted that the Clerk cast one ballot as the unanimous vote
of the meeting for Fred W. Marshall as moderator of this
meeting. Which was accordingly done and Fred W. Marshall was
declared unanimously elected and was duly sworn to the faithful
performance of his duties by the Clerk. The Moderator
then took charge of the meeting and proceeded with Article
II of the foregoing warrant.

Article II, Upon a motion by Robert W. Ellis and duly
seconded, it was voted to take the sum of eight thousand
($8,000.00) for unappropriated surplus to remove the Old
Wooden Bridge between Bragdon and Harris Island and replace
it with rock and gravel fill and three, four foot culverts.

Article III, Upon a motion duly seconded, it was voted
to discontinue a place of road on Harris Island beginning at
a driveway leading to the residence of David Lusty and running
approximately 950 feet in a southerly direction to the bridge
between Harris Island and Seabury.

Article IV, Upon a motion by James H. MacIntire and duly
seconded, it was voted to discontinue the bridge and abutment
between Harris Island and Seabury.

Article V, Upon a motion by James H. MacIntire and duly
seconded, after much discussion, Richard Oile moved this
article be put to a vote which was accordingly done and it
was voted to take the sum of fifteen thousand five hundred
($15,500.00) dollars from unappropriated surplus to build a
town wharf on the southerly side of York River on the site
or adjacent to the old bridge between York Harbor and Bragdon
Island.
Ballot Question

May 29, 2009
ARTICLE FORTY-FOUR

Shall the Town (1) approve the Rehabilitation of Town Dock #1; (2) appropriate the sum of $993,000 to fund the construction costs of this project; and (3) to fund this appropriation, authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, in an aggregate principal amount not to exceed $993,000, with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen?

Statement of Fact: Town Dock #1 is an extremely important Town facility supporting year-round activities of lobster boats, fishing boats and recreational boaters. Built in the mid-1950s, it has structural deficiencies and is functionally obsolete. The Harbor Board will be seeking for other sources of funds to potentially offset the cost of this project.

FINANCIAL STATEMENT

<table>
<thead>
<tr>
<th>Total</th>
<th>Town Outstanding and Unpaid:</th>
</tr>
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<tbody>
<tr>
<td>A. Bonds outstanding and unpaid</td>
<td>$16,894,000</td>
</tr>
<tr>
<td>B. Bonds authorized and unissued</td>
<td>$0</td>
</tr>
<tr>
<td>C. Bonds to be issued if the Article is approved</td>
<td>$950,000</td>
</tr>
<tr>
<td>Total</td>
<td>$17,844,000</td>
</tr>
</tbody>
</table>

Costs:

- Interest: $850,000
- Total Debt Service: $1,877,625

Total estimated project costs including debt service: $1,877,625

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

[Signature]
Margaret M. McIntosh, Town Treasurer

Budget Committee recommends approval (7-0).
Board of Selectmen recommends approval (5-0).
Report with Respect to Public Access Rights
To the Shore in the Vicinity of Harris Island Road

October 4, 1988

John C. Bannon, Esq.
(Town Attorney at the time of writing)
REPORT WITH RESPECT TO PUBLIC ACCESS RIGHTS
TO THE SHORE IN THE VICINITY OF HARRIS ISLAND ROAD

85-86 survey
John C. Brennan
Murray, Plumb & Murray
75 Pearl Street
Portland, Maine 04101
REPORT WITH RESPECT TO PUBLIC ACCESS RIGHTS TO 
THE SHORE IN THE VICINITY OF HARRIS ISLAND ROAD 

I. HISTORICAL BACKGROUND. 

Before it is possible to ascertain the rights of the public to gain access to the York River from Harris Island Road, it is necessary to ascertain the extent of private ownership rights in the islands over which that road passes. Because of the fluctuation of the shoreline, it is always difficult to pinpoint the extent of private ownership of properties abutting tidal waters such as the York River. However, certain overarching principles of law simplify this task in Maine. 

A. Who Owns The Intertidal Zone, And To What Extent? 

Prior to 1641, it was well established under the English common law that all lands below the high water mark of tidal water bodies belonged to the sovereign. Indeed, that is still the law in most of the United States outside the original 13 colonies. See Phillips Petroleum Co. v. Mississippi, 108 S. Ct. 791 (U.S. 1988). However, that common law principle was radically changed in 1641 by the Massachusetts Bay Colony. 

Under the Colonial Ordinance of 1641, Chapter LXIII, Section 3 (amended 1647), the sovereign granted to riparian landholders private property rights in the "intertidal zone": the area between low and high tides. However, it is important to recognize that those rights were limited. The Colonial Ordinance provided as follows:
It is declared, that in all creeks, coves, and other places about and upon salt water, where the sea ebbs and flows, the proprietor, or the land adjoining, shall have propriety to the low water mark, where the sea doth not ebb above 100 rods, and not more wheresoever it ebbs further:

Provided, that such proprietor shall not by this liberty have power to stop or hinder the passage of boats or other vessels, in or through any sea, creeks or coves, to other men's houses or lands.

Moreover, that ordinance granted the inhabitants of every town within the Massachusetts Bay Colony the right of "free fishing and fowling in any . . . bays, coves, and rivers, so far as the sea ebbs and flows within the precincts of the town . . . ." Ancient Charters and Laws of Massachusetts Bay, 148-149 (1814). Thus, the private rights of a riparian owner on tidal waters are limited both geographically and with respect to usage.

First, regardless of the language of any deed, the riparian owner's property interests extend only to the low water mark, or a distance of 100 rods from the high water mark, whichever is less. The "low water mark" described in the 1641 Ordinance represents ordinary low tide, not the lowest tide that could be expected under extreme meteorological conditions. Gerrish v. Proprietors of Union Wharf, 26 Me. 384 (1847).

Second, private property interests in the intertidal zone are subject to what is essentially a public easement for the purposes of fishing, fowling, and navigation which the riparian owner is powerless to obstruct. The Law Court has described this
"easement" as a right held by each individual member of the public, rather than by the public as a whole. Opinion of the Justices, 118 Me. 503, 504 (1919).

The Province of Maine was a portion of Massachusetts in the 17th and 18th Centuries, and was therefore subject to the 1641 Colonial Ordinance. When Maine became a state and was separated from Massachusetts in 1820, the 1641 Colonial Ordinance became a part of the common law of Maine. Maine Constitution Article X, Section 3. See, e.g., Conant v. Jordan, 107 Me. 227 (1910).

The extent of the public easement in the intertidal zone, and the extent of private ownership of that zone, does not depend on the nature of the tidal water body. The same analysis applies to property fronting on the Atlantic Ocean, tidal rivers, and tidal streams. Although in the case of nontidal streams, private ownership normally extends to the thread of the stream, Pike v. Monroe, 36 Me. 309 (1853), this is not true of tidal rivers. With respect to tidal rivers such as the York River, private ownership can extend no further than the bound described in the 1641 Ordinance: to the low water mark, or 100 rods from the high water mark, whichever is less. Deering v. Proprietors of Long Wharf, 25 Me. 51 (1845).

In sum, no person owning property abutting the York River owns below the low water mark, or 100 rods from shore, whichever is less; and all such property owners must honor the public easement created by the 1641 Ordinance.
B. What Are The Public Rights In The Intertidal Zone?

The public right of "navigation" in intertidal waters includes the right to sail over the flats; to rest a vessel on the flats when the tide is out; to moor vessels; and to unload cargo on the flats for the purpose of transporting it to other locations -- at least so long as that transportation does not require trespass over private property above the high water mark. Andrews v. King, 124 Me. 361 (1925).

Of particular interest in this context is the well-established principle that a member of the public may moor a boat to a public highway crossing a tidal river and utilize the public highway to gain access to the tidal river. In the case of Parsons v. Clark, 76 Me. 476 (1884), the plaintiff had accused the defendant of trespassing upon his land by mooring a boat to a public highway bridge which crossed a tidal stream, gaining access to the boat by means of the bridge, and then utilizing a tidal river which flowed in front of the plaintiff's property. In entering judgment for the defendant, the court rejected the plaintiff's objection to the defendant's use of the highway bridge to gain access to the intertidal zone:

The bridge was a structure, built and maintained for public use, resting at either end upon the soil of the plaintiff, over which the road passed. The structure did not become the property of the plaintiff by reason of its resting upon his own soil. It was put there by authority of law, and the structure did not thereby become a part of the freehold, anymore than a chattel would, placed upon another's ground by permission of the owner of it. . . If it is said that the defendant must have landed from his boat upon some part of the highway, it could make no difference, because the traveler, as against the owner of the
fee, has the right to turn from the beaten path and use any part of the highway to pass and repass upon. The defendant would have a right to approach the stream, which is a public water way, from any part of the highway, without becoming a trespasser upon the plaintiff's close.

The right to "fish" in the intertidal zone includes the right to collect shellfish, in addition to catching swimming fish. *State v. Leavitt*, 105 Me. 76 (1909).

Interestingly, the Law Court has held that the public easement includes such seemingly recreational uses as skating and walking. *Marshall v. Walker*, 93 Me. 532, 536 (1900). We note that there is presently pending before the Law Court a case, *Bell v. Town of Wells*, which will determine whether the public's recreational rights in the intertidal zone are limited by uses existing in 1641, or can be expanded by custom. We do not believe, however, that the resolution of that issue is fundamentally important to this study.

The only way in which public rights in the intertidal zone can be extinguished is if the intertidal zone is physically eliminated. Absent such a physical destruction of the intertidal zone, as by filling, any effort by private property owners to obstruct the public rights in the intertidal zone is a nuisance. Such an obstruction cannot extinguish the public's right, no matter how long continued:

The public rights of fishing, fowling, and navigation in the intertidal zone are matters of common rights, and such an obstruction of them, even by the holder of the fee in the seashore, is a public nuisance. These are rights, also, against which no
prescription runs. No erection, injurious to them and without legislative sanction, ever acquires the right to be, by lapse of time.

Dyer v. Curtis, 72 Me. 181, 184 (1881).

C. What Public Rights Derive From A Public Way?

Because the interaction of Harris Island Road with the Harris and Bragdon's Islands is the prime determinant of public access to the York River in this area, it should be noted that a public way is entitled to expansive use. Mackenna v. Inhabitants of Town of Searsmont, 349 A.2d 760, 763 (Me. 1976), Briggs v. L & A Horse RR Co., 79 Me. 363, 366 (1887). It is significant that the Court has compared the virtually unlimited rights of passage in public ways to the rights created by the Colonial Ordinance of 1641.

What servitude then does the public acquire by the taking of land for a public way? It is the right of transit for travelers, on foot and in vehicles of all descriptions. It is the right of transmitting intelligence by letter, message, or other contrivance suited for communication, as by telegraph or telephone. It is the right to transmit water, gas, and sewage for the use of the public. It is a public use for the convenience of the public, to be molded and applied as public necessity or convenience may demand and as the methods of life and communication may from time to time require. Society changes and new conditions attach themselves. The change evolves new ways of doing things, new methods of communication, new inventions for travel. When the way is constructed, the land owner has his compensation, not only for the land taken, but for the damages sustained, although usually benefits are conferred rather than injury inflicted. These damages are assessed as compensation for a surrender of his land to the public use for travel.
and transit, not only by the methods then applied, 
and for the volume then existing, but for all time 
and for such future use as the exigencies of the 
time may develop.

When the way has been created, the public controls its use and regulates its repair by laws that the legislature shall enact. . . . We have persistently maintained the right of "free fishing and fowling," free and unobstructed navigation of our rivers, the free taking of ice upon them, the right of eminent domain over and in the waters of great ponds, and we now assert the right of the people to control the use of their public ways as shall best meet their necessities, without vexation from the landowner, whenever growth and discovery show the convenience of applying new methods for public transit. Let a public way once constructed be free for the public use and control as it may choose. Let it be free as the ocean is free, as our rivers are free, and as our great ponds and lakes are free for the use of all the people.

Taylor v. Portsmouth, Kittery, and York Street Railway, 91 Me. 193, 198 (1898). Ironically, the road discussed in the Taylor case was a road through York Harbor.

Although a Town may not use a public way for uses totally unrelated to travel, see, e.g., City of Rockland v. Johnson, 267 A.2d 352 (Me. 1970), the use of Harris Island Road to gain access to the York River is clearly a legitimate use of the public way. Parsons v. Clark, supra. See also Kennedy's Executors v. Jones, 11 Ala. 63 (1847); Memphis v. Wright, 14 Tenn. 497 (1834).

Indeed, the York River is itself, in legal contemplation, a public highway. Chapin v. Maine Central Railroad Company, 97 Me. 151 (1902).
With these principles in mind, we can now address the status of the Harris Island Road as it affects public access to the York River.

II. THE HISTORY OF HARRIS ISLAND ROAD.

Because the layout of the Harris Island Road in 1906 is unusually clear, and because the survey conducted by Civil Consultants was able to locate the boundaries of the right of way with reasonable certainty, extensive attention to the history of Harris Island Road is not warranted. The acrimonious circumstances under which the bridge was constructed and financed are well set forth in the History of Town of York, page 132, as well as in the Law Court's opinion of Blaisdell v. Inhabitants of the Town of York, 110 Me. 500 (1913). However, the actions of the State, County, and Town with respect to the road which establish its present bounds may be summarized as follows:

February 17, 1905 - Chapter 50 of the Private and Special Laws of 1905 authorizes the construction of a highway and bridge across York River.

April 4, 1905 - York citizens petition York County Commissioners actually to lay out the way.

January 2, 1906 - York County Commissioners lay out a three-rod right of way for Harris Island Road, award damages to the persons over whose property the road would pass, and allow the Town two years to open and make the road safe and convenient to travelers.

1906 - 1913 - Prolonged litigation concerning the validity of the laying out, all of which is resolved in favor of the action of the County Commissioners in Blaisdell v. Inhabitants of the Town of York, 110 Me. 500 (1913).

February 2, 1907 - State Legislature formally approves the location of road and authorizes the Town both to commence construction of the road and to maintain it.

- 8 -
April 24, 1935 - 1958 - Harris Island Road is maintained by State of Maine as State Route 103.

1953 - Town votes to accept from the State of Maine the "southerly approaches to the bridge crossing the York River from Bragdon's Island and rights of way thereto and to further accept such portion of said bridge as are left for use as a public landing."

March 7, 1957 - Town votes to accept road back from the State when State constructs new Route 103, for purposes of constructing a wharf.

July 27, 1957 - Town votes to discontinue road southerly of the southern terminus of the bridge between Harris Island and Seabury.

1958 - State opens new Route 103; Harris Island Road reverts entirely to Town jurisdiction.

July 19, 1958 - (1) The Town votes to appropriate $8,000 to remove the old bridge leading from Bragdon's Island to Harris Island and to replace it with a causeway. (Art. II).

(2) Town votes to discontinue a portion of the Harris Island Road beginning at the driveway of David Lusty and running approximately 880 feet in southerly direction to the northern terminus of the bridge between Harris Island and Seabury. (Art. III).

(3) Town votes to discontinue the "bridge and abutments" between Harris Island and Seabury. (Art. IV).

(4) The Town votes to appropriate $15,500 to construct a Town wharf on the southerly side of the York River on the site or adjacent to the old bridge between York Harbor and Bragdon's Island. (Art. V).

December 23, 1961, May 12, 1962 - Town votes (apparently twice) to authorize the Selectmen to issue a quitclaim deed to Nathaniel Wheeler for the Town's remaining interest in the old bridge abutment which was adjacent to the Wheeler property and on the northerly side of the York River.

May 15, 1962 - Town quitclaims to Nathaniel Wheeler all of its right, title, and interest in that portion of the "highway lying on the northerly side of the main channel of the York River."
March 2, 1963 - Town votes to discontinue that portion of the road and the old bridge beginning at a wooden barrier on Harris Island and then running to the Western Point Road on the Seabury side of the York River.

As Surveyor James Wright has already noted in his report dated September 28, 1968, the Town's votes contain apparent redundancy and inconsistencies with respect to the discontinuances of portions of the road. However, we believe that the preponderance of the evidence contained in the Town's records support Mr. Wright's conclusions.

First, regardless of the ambiguities concerning the votes in 1957, 1958, and 1963 concerning the discontinuance of Harris Island Road south of David Lusty's driveway, the end result of those votes was to cause the discontinuance of the road on Harris Island as shown on the survey by Civil Consultants. As a technical matter, the right-of-way still persisted in the location of the bridge from Harris Island to Seabury after the July 19, 1958 vote; by apparent inadvertence, the bridge itself was omitted from the 1957 and 1958 votes. However, the vote of March 2, 1963 cured that defect, and caused a complete discontinuance of the road from the "wooden barrier" on Harris Island (identified by Jim Wright as being essentially the northern terminus of the discontinuance voted in 1958) across the bridge and to the portion of the road already discontinued in 1957.

More serious issues are posed by the purported "discontinuance" of the road on the northerly side of the York River. Again as a technical matter, the quitclaim deed from the Town to
Nathaniel Wheeler in 1962 was void, because it was not authorized by the Town Meeting vote. *Monson v. Tripp*, 81 Me. 24 (1888).

The Town Meeting had authorized a deed of the Town's interest in the bridge abutment on the north side of the River, a physical structure rather than the highway itself. In contrast, the deed purported to convey the Town's interest in the highway - thus exceeding the authorization of the Town meeting vote.

This is not a minor distinction. The Town could only "discontinue" a road by vote at Town meeting. The Town did not discontinue the road by its vote in 1962. Neither did the quitclaim deed constitute a discontinuance, because it did not comply with the statutory procedure for discontinuing roads.

Consequently, all that the 1962 deed effectively conveyed to Nathaniel Wheeler was the bridge abutment - not the right of way. The right of way still persisted from the northern terminus of the 1906 laying-out, all the way to David Lusty's driveway on Harris Island.

Despite the foregoing, we would caution the Town against attempting to reclaim the area of the right-of-way described in the 1962 quit-claim deed hastily. Although we are personally unfamiliar with the circumstances surrounding that transaction, we infer that the conveyance of the bridge abutment and "highway" was an integral part of the creation of the Wheeler Wildlife Refuge. Thus, even though the Town could legally assert ownership of the right of way over the old northern bridge abutment, equitable considerations may preclude the Town from
doing so. In addition, the Town's failure to use the northern portion of the road, accompanied by its execution of the deed, may give rise to a presumption that the road has been abandoned. Consequently, we recommend further clarification of the circumstances of the 1962 deed before regarding it as a nullity, and that for the purposes of this study, the 1962 deed be regarded as effectual to eliminate the highway north of the river channel.

Jim Wright has indicated that the above-described records, and in particular the original laying out of the way, are sufficient to plot accurately the location of the Town way. It then becomes necessary to discuss the identity of the owners of property abutting Harris Island Road so as to determine to what extent, if any, those private property owners may have either enhanced or attempted to diminish rights of public access near the Harris Island Road.

III. WHO ARE THE ABUTTERS, AND WHAT DO THEY OWN?

A. The Town of York.

By far, the greatest portion of the western boundary of the Harris Island Road is abutted by properties owned by the Town of York itself. The conveyances by which the Town of York acquired the parcels for the "Wheeler Wildlife Refuge" are summarized in the accompanying appendix of record material. Because there is no issue of public access with respect to the property owned by the Town itself, we consider it unnecessary to consider further the circumstances of the Wheeler Wildlife Refuge except to note that we have discovered no defects in the Town's title.

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B. The Newicks.

The portions of Bragdon's Island including "Strawberry" or Little Johnny Island, located to the east of Harris Island Road are presently owned by four children of George Mason Newick and Lillian N. Newick, as shown on the plan of "Old Route 103", August, 1984, recorded in the York County Registry of Deeds at Plan Book 136, Page 19. The only lots of consequence are Lot D, owned by Sarah R. Newick (comprising the northerly portion of the islands abutting the east side of Harris Island Road); and Lot D, owned by Roberta Newick McGann (comprising the southerly portion of the islands abutting the easterly side of Harris Island Road). The remaining two parcels are Lot A, owned by Mason Newick, and Lot B, owned by Nancy Newick Platner.

It is our understanding that the Newick family has claimed title to the eastern portion of Bragdon's Islands not only to the low water mark, but also to some bounds known as "the channel." We do not know precisely what the Newicks mean by this; presumably, they are claiming ownership virtually to the middle of the York River. However, that contention is groundless, for two reasons.

1. Deed Construction.

First, it is an elementary principle, grounded both in law and in common sense, that a grantor cannot convey what he does not own. The Newicks apparently rely upon deeds, such as that from Franklin R. Bragdon to Edward L. Marshall, Book 416, Page 126, which referred to Bragdon's Islands as being bounded by "the
channel of York River." That language, however, appears relatively late in the chain of title, and appears first in a deed from William Bragdon to Edward Lowe dated August 10, 1868, recorded in the York County Registry of Deeds at Book 309, Page 464.

William Bragdon received that property through a deed from Edward and Louisa B. Chase dated February 19, 1852 and recorded in the York County Registry of Deeds at Book 223, Page 59. That deed describes the property as simply being "part of a certain island containing 30 acres more or less situated near the mouth of York River". Neither in that deed nor in any earlier conveyance is there any reference to the channel of the York River. Consequently, to the extent William Bragdon purported to convey title to the channel of the York River, that conveyance is a nullity, because he had never received so expansive a title himself.

Perhaps more importantly, still earlier descriptions of Bragdon's Islands raise the possibility that the grant of the islands did not extend even so far as the low water mark. For example, in the division of the estate of James Bragdon, III, recorded in the York County Probate Office at Volume 49, Page 81, the description of Bragdon's Island (then called "Harmon's Island") separately describes the "island" and the "marsh". A general conveyance of an entire island in a tidal river normally includes the surrounding flats to the low water mark. See, e.g., Babson v. Tainter, 79 Me. 368 (1887). However, the flats can be conveyed separately from the upland; the language of a particular
deed may indicate that only upland, only flats, or both upland and flats are conveyed. In this instance, it could be argued that because the grantor referred to the "marsh" separately from the "island," the word "island" in this context means "upland." If the grantor had actually meant to convey the island with full rights to the low water mark, it would have been unnecessary to mention the marsh independently. By this reasoning, the title to Bragdon's Island would extend only to the marsh, and not to the low water mark to the extent it was further from shore than the marsh.

This interpretation is strengthened by even earlier deeds. The earliest description which we have yet been able to discover is a description of the islands contained in the division of the Estate of Nathaniel Donnell, recorded in 1785 at the York County Probate Records in Volume 14, Page 373. In that document, the islands are described as follows: "The islands in York River, with the marsh and thatch beds thereto adjoining, containing in the whole about 30 acres." (emphasis added). This language again suggests that when the islands were originally described and conveyed, the grantor meant to convey only the uplands with adjoining marsh and thatch beds, and not the intertidal zone as a whole.

An examination of the plan of Old Route 103 prepared for George M. and Lillian N. Newick recorded in the York County Registry of Deeds at Plan Book 136, Page 19 reveals the potential significance of this issue. That plan indicates that the edge of
the marsh, and the low water mark, are not coterminous; in some locations, the edge of the marsh is as much as 75 feet closer to the uplands than is the low water mark. Accordingly, a credible argument can be made that the extent of the Newick holdings extends only to the edge of the marsh and thatch surrounding the uplands, and not to the low water mark.

In sum, as a matter of deed interpretation, the Newicks do not own to the "channel" of the York River, because the original grantors in their chain of title never acquired so broad an interest. Indeed, the Newicks' holdings may not even extend as far as the low water mark, because the deeds could be interpreted as conveying only to the edge of marsh and thatch surrounding the uplands.

2. Legal Impossibility.

Second, as was discussed above, the Colonial Ordinance of 1641 establishes an absolute limitation on ownership rights in the intertidal zone. Thus, even if the Newicks' prior grantors had attempted to convey the "channel" of the York River, that would have been legally impossible; the state has ownership of all lands below the low water mark. Consequently, the Newicks' ownership rights are, at best, no greater than those of other riparian owners on a tidal water body. They can hold only to the low-water mark, and in the intertidal zone, are subject to the public rights of navigation, fishing, and fowling.

In 1956, 1970, and 1988, members of the Newick family filed notices in the Registry of Deeds indicating that they had never "set apart, surrendered or otherwise dedicated" the island property to public use. However, as the 1988 notice itself concedes, those notices were ineffective to impair the public rights in the intertidal zone created by the 1641 Colonial Ordinance. The only function served by such public notices is to interrupt any 20-year period, after 1956, in which additional public prescriptive rights might accrue. The notices could not destroy prescriptive rights acquired by the public prior to 1956. On the other hand, the timing of the notices (1956, 1970, and 1988) effectively have prevented any 20-year prescriptive period from ripening after 1956.

We have found no evidence of any affirmative dedications of public rights on Bragdon's Island by any conveyance from the Newicks or their predecessors in title.

We would note, in passing, that the wharf presently maintained by Wayne Perkins appears, on the face of the survey, to begin within the right of way of Harris Island Road, but then to extend over property of Roberta Newick McGann before reaching submerged lands. Accordingly, it is our opinion that Mr. Perkins cannot rely upon any authority of the Town of York to maintain the wharf, but must obtain the right to maintain that wharf from the Newick family.
C. Harris Island Corporation; Donald and Katherine Durrell

Harris Island is presently owned by the Harris Island Corporation with respect to the portion of the island east of Harris Island Road, and by Donald and Katherine Durrell, with respect to the portion of the island west of the Road.

As was discussed above in the context of Bragdon's Island, the owners of Harris Island would enjoy, at most, rights to the upland and to the flats to the low water mark, subject to the public easement. However, as was true of Bragdon's Island, some early descriptions of Harris Island suggest that the present owners received only the upland. For example, the deed that is recorded at Book 838, Page 261, describes the island as a tract "being entirely surrounded by water at high tide." As noted above, this description raises at least a legitimate question as to whether the intertidal zone was conveyed within this chain of title at all.

With one exception, we have been unable to discover any recorded documents that grant the public greater rights of access to the River and intertidal zone than did the 1641 Colonial Ordinance. That exception is a deed dated February 21, 1962, and recorded in the York County Registry of Deeds at Book 1470, Page 191. By that instrument, David L. Lusty, predecessor in title to the Harris Island Corporation, conveyed to the Town the parcel from which Town Wharf 2 now extends. That conveyance fulfilled the terms of the contract between David L. Lusty and the Town of York, dated April 17, 1961, in which Mr. Lusty agreed to
construct at his own expense landing and wharfage facilities available to the general public, together with adequate rights of way for the use of the general public "leading from said landing and wharf facilities to the public highway."

Civil Consultants have discovered sufficient field evidence to locate the terminus of Harris Island Road to a reasonable degree of certainty. As was noted in the initial portion of this report, Harris Island Road remains a public way at least from the abandoned bridge abutments on the north side of the York River to the point where the highway was discontinued at David Lusty's driveway on Harris Island.

As to those portions of the road that were discontinued southerly of David Lusty's driveway, there is no longer any public easement. Prior to 1965, the discontinuance of a public road without express reservation of a public easement extinguished all public rights in the former right of way. Piper v. Voorhees, 130 Me. 305 (1933), City of Rockland v. Johnson, 267 A.2d 382 (Me. 1970). Although the common law on this point was changed by P.L. 1965, ch. 270, Section 1, that law would not apply retrospectively to revive the public easement.

IV. HOW DOES THE HARRIS ISLAND ROAD PROVIDE ACCESS TO THE YORK RIVER?

A. Intertidal Zone.

As has been discussed above, it is plain under Maine law that citizens of the Town of York may use the existing Harris Island Road as access to the intertidal zone and the York River. Accordingly, those points of access can be ascertained simply by
determining the intersection of the right of way to Harris Island Road with the high-water mark of the York River. If persons can pass from the public way directly to areas below the high-water mark, without passing over any private lands above the high-water mark, those areas constitute legitimate points of public access to the intertidal zone and to the River.

B. Town Wharf 1.

In addition, the right of way provides the Town with access to Town Wharf 1 notwithstanding the passage of the right of way over uplands. Moreover, as will be discussed below, so long as the wharf is not extended over lands to which the Newicks have title, and so long as the wharf does not interfere with the Newicks’ actual use of their property, the Town may freely expand the wharf.

C. Town Wharf 2.

Finally, the right of way, plus the conveyance from Lusty to the Town in 1962, grants the public free access to Town Wharf 2. The same considerations just discussed in the context of Town Wharf 1 apply to any expansion of Town Wharf 2.

V. WHAT ARE THE WHARFAGE RIGHTS OF THE TOWN AND OF THE ABUTTERS?

It has been contended that certain planned construction activities by the Town of York on Town Wharf 1 would violate the wharfage rights of the Newick Family; specifically, Sarah Newick. Based on the facts as we know them, that objection is misplaced.
First, the modifications in question will not occur on property to which Sarah D. Newick has title. As is shown both on the survey of Civil Consultants and on the "Plan of Old Route 103" by William Anderson, the modifications in question fall well below the normal low water mark. Consequently, these construction activities will occur on land owned by the State of Maine, and which are presently leased to the Town of York for the purpose of constructing the dock. Those construction activities could cause no trespass against the legal rights of Sarah Newick.

Second, 38 M.R.S.A Section 1026 does not give Ms. Newick the right to object to the construction of the wharf. On its face, that statute purports to prevent a person from erecting, in tidewaters below the low water mark, a wharf "in front of" the shore or flats of another without the latter's consent. However, the Law Court has repeatedly given a practical, rather than technical, definition of when a wharf is "in front of" the shores or flats of another. That determination is not made merely geographically, but rather by determining whether a proposed wharf is so near or so situated with reference to the abutters' shoreline that it would actually injure the abutters' rights to enjoy his shoreland property. See, e.g., Perry v. Dodge, 144 Me. 219 (1949), Sawyer v. Beale, 97 Me. 356 (1903). Moreover, it is actual -- not potential -- use of the shoreline by the abutter which gives the abutting landowner the right to object to a wharf. Perry v. Carlton, 91 Me. 349 (1898).
Accordingly, to the extent that the Town's modifications of
the wharf do not actually interfere with the rights of the
Newicks, then the Town's wharf cannot be said to be "in front" of
the Newicks' land. Moreover, to our knowledge, Sarah Newick has
not actually attempted to exercise any wharfage rights based on
her riparian ownership. Consequently, it is our opinion that she
does not have the benefit of this section, and therefore cannot
object to the construction of the wharf.

Finally, it is our understanding that there have been
administrative proceedings before the Army Corps of Engineers and
the Maine Department of Environmental Protection with respect to
the construction of the wharf. We understand that Ms. Newick had
an opportunity to be heard with respect to the potential
interference of the wharf expansion with her use of her land.
Nevertheless, the DEP and Army Corps of Engineers found that
there would be no such interference. In consequence, it is
likely that it is now a matter of administrative res judicata
that the wharf will not impede the Newicks' rights of navigation
or use of their shoreline, such that the Newicks may no longer
raise objections to the wharf expansion.

CONCLUSIONS

1. Harris Island Road continues to be a 3-rod public way
at least from the abandoned bridge abutment on the north side of
the York River to the point where the road was discontinued near
David Lusty's driveway on Harris Island. In fact, the way may
extend even further north. However, the Town's dealings with the
northern bridge abutment cast doubt on the Town's ability to use
that section of the road north of the channel of the York River.

2. The road provides formal access to Town Wharves
1 and 2, and thereby to the York River.

3. The road provides access to the intertidal zone where
it abuts lands below the highwater mark.

4. The public enjoys the right to fishing, bowling,
navigation, and, to some extent, recreation in the intertidal
zone surrounding Bragdon's and Harris Islands.

5. Any activity by the public or the Town below the low
water mark of the York River cannot represent a trespass upon
private property rights.

6. The Town may expand its wharves unless it causes
actual harm to existing fishing or navigational interests of
fiparian owners.

Dated: October 4, 1988

John C. Bannon

MURRAY, PLUMB & MURRAY
75 Pearl Street
Portland, Maine 04101
(207) 773-5651
STRAWBERRY ISLAND

Property and Facilities Inventory

This document is one of a series of staff reports to document important information about properties owned and utilized by the Town of York. It is an attempt to compile and make available relevant information about properties to ensure the institutional knowledge is not lost over time.

May 6, 2019
STRAWBERRY ISLAND

Location: 2 Harris Island Road. While the Town’s tax maps show this property and the adjacent Town Dock #1 as being a single parcel, the Strawberry Island purchase was actually just a portion of the depicted parcel, that portion being the lower bump on the map below.

Facility: This property was acquired to, “allow for increased and physically easy access to the water for carry on recreational boating. Kayak rental and guided tours of the York River, an emerging economic opportunity for the tourism economy would be thus enhanced. The island also offers a much needed space for short term small boat and lobster trap storage” (Statement of Fact, Article 4, Special General Referendum, May 21, 2005). It goes on to state that the acquisition also facilitated an expansion of the adjacent pier at Town Dock #1.

Property Acquisition: The sequence of events relating to Town acquisition of Strawberry Island were a bit strange, at least by today’s standards, therefore the information presented here is more extensive than usual.

- In the 1999/2000 timeframe there were initial discussions about acquisition of Strawberry Island, but these never came to fruition. A letter from the State
about possible assistance with the purchase, at an anticipated purchase price of $75,000, also included initial versions of the Project Agreement and the Easement to the State. Handwritten notes by Town Manager Mark Green on that letter indicate that the Town was having problems making this deal in February 2000 and still February 2001 (see pages 34-36).

- In May 2004, pursuant to new negotiations, the Town entered into a combination lease and purchase & sale agreement (see pages 11 – 17). The Harbor Board voted to enter this agreement on May 5, 2004, and the Board of Selectmen entered the agreement by vote on May 11, 2004.
  - Lease terms - May 15, 2004 through December 31, 2005, with an initial payment of $12,000, and a second payment of $12,000 if the Town chose to not purchase the property. (The Town did purchase the property and one lease payment of $12,000 was made.)
  - Purchase terms - if approved by voters in May 2005, the following was established as the payment schedule in the P&S:
    - $100,000 due within 30 days of closing
    - $100,000, plus interest, due by January 31, 2006
    - $50,000, minus half any lease payments, plus interest, due by January 31, 2007
    - NOTE: There was later an e-mail exchange between seller, Sarah Newick, and Harbor Board representative, Joey Donnelly, in June 2005 where the seller agreed to modify the schedule for payments, replacing the second and third payments referenced above with three additional payments of $50,000 each, with the interest and lease adjustments. This was to extend the timeframe to provide for more time to raise additional funds. Perhaps they knew the requested Land for Maine's Future (LMF) funding had been rejected at that point.

- On September 14, 2004, The Board of Selectmen voted to accept a grant of $50,000 from the State of Maine (Boating Facilities Division, Bureau of Parks and Lands, Department of Conservation). In accepting this grant, that night the Board signed a Project Agreement which included 13 conditions associated with the grant (see pages 18-23).

- On February 22, 2005, the Board of Selectmen signed and submitted an application for Land for Maine’s Future (LMF) funding of $165,000 for the purchase of Strawberry Island (see pages 24-33).

- Also on February 22, 2005, the Board of Selectmen voted to place the request to purchase Strawberry Island on the May Budget Referendum. (Note: the Board voted to place it on the Budget Referendum, but it ended up on the Special General Referendum.)
On May 21, 2005, voters approved acquisition of Strawberry Island by a vote of 2,934 to 431 (see pages 9-10). Here are the ballot question and statement of fact:

**ARTICLE FOUR:** To see if the Town will vote to approve the purchase of Strawberry Island, of which there will be no tax monies appropriated, $50,000 may come from the Harbor Board reserve funds and the remaining monies will come from grants.

**Statement of Fact:** This small but vital piece of shorefront will allow for increased and physically easy access to the water for carry on recreational boating. Kayak rental and guided tours of the York River, an emerging economic opportunity for the tourism economy would be thus enhanced. The island also offers a much needed space for short term small boat and lobster trap storage.

Furthermore, and most importantly, the acquisition of this land would enable the Town to expand Town pier number one, adding much needed flexibility and berthing space for our commercial fishing fleet. This acquisition has been noted as a Town goal, fulfilling State marine policies in support of commercial fishing for over a dozen years in several iterations of the Town’s Comprehensive Plan.

On June 22, 2005 the Town acquired the deed to the property (see pages 6-8).

On June 27, 2005, a title insurance policy was issued to the Town for this property. The policy was issued by First American Title Insurance Company, and a copy of that policy is in the Town Clerk’s vault.

**The Money.** Here is where the trail becomes difficult to follow.

- The ballot question stated, “there will be no tax monies appropriated, $50,000 may come from the Harbor Board reserve funds and the remaining monies will come from grants.” The total purchase price was not specified.
- The purchase price was $250,000, minus half the initial lease payment of $12,000, plus interest of 4% annually because the purchase was to be paid for over time. The following payment schedule was established in the P&S:
  - $100,000 due within 30 days of closing
  - $100,000, plus interest, due by January 31, 2006
  - $50,000, minus half any lease payments, plus interest, due by January 31, 2007
o The State grant of $50,000 was obtained 8 months prior, so this money was applied toward the purchase.

o On July 6, 2005, an article in the York Weekly entitled, "Town closes on Strawberry Island land purchase," indicated $100,000 was paid at closing, and then captured the essence of the money situation from Acting Town Manager Elizabeth McCann:

   "There are no tax dollars involved," McCann said, explaining the effort of the Harbor Board to secure grants and to commit funds from its own reserve account, if necessary, to offset the cost and make public ownership of Strawberry Island a reality.

o On October 3, 2005, Elizabeth McCann, Acting Town Manager, sent a letter to Gloria Layman. The substance of the letter is that the Town is still trying to find the means to pay the remaining $150,000. She indicates likely rejection of the application for Land for Maine's Future funds because, "it is their opinion that we paid too much for the land." This letter is a good reference point, indicating the Town had paid $100,000 already, and that the LMF request was likely not approved.

o A memo from Elizabeth McCann, Finance Director, to Sarah Newick on May 2, 2006 indicates the Town had paid $150,000 to that point, and that $6,000 from the first lease payment was to be credited against the Town's final payment. Again, another good reference point. Also note, there is an attachment to this memo that reviews available funds in the harbor reserve and it concludes there is enough money there to cover the remaining cost of the purchase.

o Review of all referenda warrants from 2005 through 2007 indicate no further warrant articles were presented regarding payments for Strawberry Island. This is significant because the initial warrant article establishes three basic points:
   - No funding from property taxes;
   - Up to $50,000 from harbor reserve funds; and
   - Remainder of funding to be from grants.

o Despite the language of the initial warrant, it appears the Town utilized $50,000 from the State grant and paid the remaining $200,000+/- from harbor reserve (special revenue) funds.

o It is worth noting that the politics in York were quite difficult at that point in time, particularly with respect to leadership in municipal government. This purchase transpired during a two year period in which Mark Green resigned as Town Manager after a difficult year, Finance Director Jennie
McCann was appointed as Acting Town Manager, Ryan Hada was hired as Interim Town Manager then was let go after 6 months, and Jennie McCann was again appointed as the Acting Town Manager. During this time, two Selectmen were recalled by citizen petition relating to the removal of Ryan Hada. It was a particularly challenging time and it’s not really surprising that the details of a transaction like this were overlooked.

Deed References:

- Book 14508, Pages 290-291
- Plan Book 197, Page 48
- See also Book 136, Page 19 (older survey for the Newick family)

Deed Restrictions: The deed referenced above indicates no restrictions. There are limits associated with acceptance of State funds, as specified in the executed Project Agreement. Most significant of these requirements is the issuance to the State of Maine of a perpetual easement, “to assure its continued use as a public recreational boating facility.” This easement has not, as of April 18, 2019, been executed and discussions are under way with State officials to fulfill this obligation. Other restrictions and terms are contained in the Project Agreement, a copy of which is included in this document.

Survey and Monumentation: There is a survey by Bill Anderson (RLS #1197) of Anderson-Livingston Engineers, Inc., filed in the Registry of Deeds. Status of monumentation is unknown at this time.

Facility Acquisition/Construction/Alteration: Not applicable as there is no construction.

Relationship to Bond Funds: No bond funds were used for purchase or improvement of this property.

Land Use Permits & Approvals: Not applicable.

Other Information: Not applicable.
Property Deed
WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that SARAH R. NEWICK, for CONSIDERATION PAID, hereby grants to INHABITANTS OF THE TOWN OF YORK, a municipal corporation with an address of 186 York Street, York, Maine 03909, with WARRANTY COVENANTS, a certain lot or parcel of land, located in the Town of York, York County, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Sarah R. Newick has hereunder set her hand and seal as of this 28th day of June, 2005.

[Signature]
Sarah R. Newick

WITNESS

[Signature]

STATE OF MAINE
York County, ss.
June 28, 2005

Personally appeared the above-named Sarah R. Newick and acknowledged the foregoing instrument to be her free act and deed.

[Signature]
Attorney at Law/Notary Public

[Seal]
EXHIBIT A

A certain lot or parcel of land located on Old Route 103 also known as Harris Island Road on Strawberry Island, in the Town of York, County of York, State of Maine, and being the portion of Lot D (as shown on the plan entitled "Newick Lots, Revised Plan Showing Septic Systems for Lots B, C and D, Old Route 103, York, Maine," dated December 1990, prepared by Anderson-Livingston, stamped by William Henry Anderson, Jr., RLS # 1197, and recorded in the York County Registry of Deeds in Book 197, Page 48 (the "Newick Lots Plan")) which is the portion of said Lot D that is northerly of the east-west line running through the point of beginning described below, and based on the Newick Lots Plan and the two deeds to Sarah R. Newick cited below, this northerly portion may be described as follows:

Beginning at an iron pipe set on the east sideline of Old Route 103 which is 466.15 feet North 03° 35' 51" West from an iron pin also on said sideline being the southwesterly corner of said Lot D at the northerly side of the "Private Road" also shown on said plan;

Thence, North 02° 55' 51" West along said easterly sideline of Old Route 103 a distance of 310.00 feet to a point near the Town dock;

Thence N 27° 47' 10" E across the high water mark and the low water mark to the channel of the York River;

Thence southeast along the channel of the York River to a point that lies directly east (N 90° 00' 00" E) of the point of beginning;

Thence N 90° 00' 00" W to the point of beginning.

Meaning and intending a portion of the property that was conveyed to Sarah R. Newick by George R. Newick and Lillian N. Newick in their deed dated November 16, 1984, and recorded in said Registry in Book 3476, Page 238; see also the confirming deed from Lillian N. Newick to Sarah R. Newick recorded in said Registry in Book 4619, Page 243.
Ballot Question
SPECIMEN BALLOT
SPECIAL GENERAL REFERENDUM
YORK, MAINE
SATURDAY, MAY 21, 2005

Card 7 of 7

INSTRUCTIONS TO VOTERS
A. To vote, complete the arrow(s) ⬅️ ➡️ pointing to your choice(s), like this: ⬅️ ➡️
B. Follow directions as to the number of candidates to be marked for each office.

Person whose name is not printed on the ballot, write the candidate's name on the line provided and complete the arrow.

ARTICLE FOUR
To see if the Town will vote to approve the purchase of Strawberry Island, of which there will be no tax money appropriated, $50,000 may come from the Harbor Board reserve funds and the remaining monies will come from grants.

Statement of Fact: This small but vital piece of shoreline will allow for increased and physically easy access to the water for curry on recreational boating. Kayak rental and guided tours of the York River, an emerging economic opportunity for the tourism economy would be thus enhanced. The Island also offers a much needed space for short term, small boat and lobster trap storage.

Furthermore, and most importantly, the acquisition of this land would enable the Town to expand town pier number one, adding much needed flexibility and berthing space for our commercial fishing fleet. This acquisition has been noted as a Town goal, fulfilling State marine policies in support of commercial fishing for over a dozen years in several iterations of the Town's Comprehensive Plan.

Selectmen recommend approval (6-0).

|   | 2934 | YES
|---|------|------
|   | 4.31 | NO   |
Lease/Purchase & Sale Agreement
Strawberry Island
LEASE AND PURCHASE AND SALE AGREEMENT

1. PARTIES: This Agreement is entered this 11th day of May, 2004 by Sarah Newick, 2 Rivermouth Road, York, Maine 03909 ("Seller"), who agrees to sell, and INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in the Town of York, County of York and State of Maine ("Buyer"), who agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 hereof.

2. PREMISES: The premises to which this Agreement applies is a certain lot or parcel of land located on Harris Island Road in York, Maine and known locally as Strawberry Island. Bounded on the north by Town Dock #1; on the east by the waters of York Harbor; on the west by Harris Island Road and on the south by the remaining land of Sarah Newick. The southerly boundary of the land is located approximately 140 feet in a southerly direction from CMP Pole #15, at a guard rail post located on the easterly side of Harris Island Road. A legal description of the premises will be prepared by Buyer at Buyer's expense.

3. LEASE OF PREMISES: The Buyer will lease the premises beginning on May 15, 2004 and ending on December 31, 2005 during which time the Buyer will have the sole authority to regulate the use of the property. The Buyer will pay the Seller a lease payment of $12,000, which shall be due and payable on July 15, 2004. A second lease payment of $12,000 will be due and payable on July 15, 2005 but only if the Town has not purchased the premises by that date. One half of the lease payment(s) shall be used to reduce the purchase price.

4. PURCHASE PRICE: The purchase price for the Premises is Two Hundred Fifty Thousand Dollars ($250,000.00), minus one half of any lease payments made by the Buyer. Payment shall be made as follows:

A. $100,000 shall be due and payable at closing to be held within 30 days of the Selectmen receiving authorization from the voters to acquire the property. There shall be no interest due on this payment.

B. $100,000 shall be due and payable on January 31, 2006. Interest of 4% per annum shall be assessed against any outstanding balance beginning on the date voters authorize the purchase of the property.

C. $50,000 minus one half of any lease payments shall be due and payable on January 31, 2007 plus an interest rate of 4% per annum on any outstanding balances adjusted by any pro-rata or other adjustments hereunder.

5. APPRAISAL: The Buyer may obtain an appraisal of the property for the purpose of obtaining grant funds from State agencies.
6. EMINENT DOMAIN PROCEEDINGS: The Seller acknowledges that the Town may choose to take the property by eminent domain.

7. CONTINGENCIES: In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts, shall entitle the other to terminate this Agreement by giving that party written notice of terminating party’s intention to do so within the time period specified.

   a. Voter Approval: This Agreement is conditioned on the Buyer obtaining approval from the voters of York at a referendum held prior to 12/31/05. Failure to obtain voter approval will result in the termination of this agreement. If the voters do not approve the purchase of the premises, the Town will be obligated to abide by the terms of the lease described in section 3 of this agreement.
   b. Title: This Agreement is contingent on Buyer being satisfied with (i) the state of title pursuant to research of the records at the York County Registry of Deeds.

8. POSSESSION AND CONDITION OF PREMISES: Full possession of the Premises, free of all leases, tenants and occupants, is to be delivered at the closing hereunder, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of any applicable building, subdivision, and zoning laws. Discovery by Buyer of any latent defect in the condition of the Premises prior to the closing shall be regarded as a material change in condition for purposes of this Agreement.

9. REAL ESTATE TAXES/TRANSFER TAXES: Real estate taxes are to be prorated at closing. Transfer taxes on sale shall be the responsibility of each party to the transaction.

10. BROKERAGE: Seller and Buyer represent to each other that they have not engaged the services of any real estate broker or other person who would be entitled to a fee due to the sale of the Premises and each agrees to indemnify and hold the other harmless from and against any such claims being asserted for services rendered in connection with this transaction based on such party having engaged the services of the claimant. This agreement to indemnify shall survive the closing or termination of this Agreement.

11. DEFAULT/DAMAGES: Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the lease payment, or to pursue such remedies as are otherwise available under Maine law. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may retain the lease payments, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer or to pursue such remedies as are otherwise available under Maine law.

12. SELLER'S WARRANTIES AND REPRESENTATIONS: Seller hereby makes the following representations and warranties to Buyer, as of the date of this Agreement and except as noted herein, every date through the date of closing, each of which is true and
correct and is being relied upon by Buyer notwithstanding any investigation made by or on behalf of Buyer:

a. As of the date of this Agreement, there are no litigation, liens, judgments, violations, or proceedings pending or to Seller's knowledge threatened against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;

b. As of the date of this Agreement, there is no pending, or to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Premises or any portion thereof. Should any such matters arise after the date of this Agreement and prior to closing, Seller shall make every reasonable effort to resolve such issues;

c. No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof, which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;

do. To the best of Seller's knowledge, there are no underground oil storage facilities located on the Premises; and

e. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date hereof and as of each date through and including the closing.

13. BUYER'S WARRANTIES AND REPRESENTATIONS: Buyer hereby makes the following representations and warranties to Seller, as of the date of this Agreement and every date through the date of closing, each of which is true and correct and is being relied upon by Seller notwithstanding any investigation made by or on behalf of Seller:

a. Corporate Organization. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the legal power and authority to enter into and perform this Agreement;

b. Corporate Authorization. The Board of Selectmen has approved this Agreement and the performance hereof and now will seek voter approval of the purchase prior to 12/31/05.
Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein, as of the date hereof and as of each date through and including the closing.

14. **MEDIATION:** Any dispute or claim arising out of or relating to this agreement or the property addressed in this agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same manner in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing.

15. **MISCELLANEOUS:**

   a. **Notices:** Any notice, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

      To Buyer: The Inhabitants of the Town of York
                 186 York Street
                 York, Maine 03909-1314
                 Attn: Mark Green, Town Manager

      To Seller: Ms. Sarah Newick
                 2 Rivermouth Road
                 York, Maine 03909

   Either party may change its address for purposes of this Paragraph by giving the other party notice of the new address in the manner described herein.

   b. **Entire Agreement:** This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

   c. **Binding Effect:** This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller provided, however, that Buyer may, without the consent of Buyer, assign this Agreement to any entity formed by Buyer for the purpose of acquiring title to the Premises, or to another governmental entity or a land trust like entity.

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

e. Construction: This Agreement shall be governed by and construed in accordance with Maine law. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

f. Counterparts: This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

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

WITNESS:

[Signatures]

Inhabitants of the Town of York, Buyer
By its Board of Selectman, thereunto duly authorized

Chairman

Vice Chairman

Selectman

Selectman

Witness

Sarah Newick, Seller

Witness

Mason Newick

Witness

Robert N. McGann

Witness

Date of execution of Agreement by Seller: __________, 2004.
Project Agreement with State of Maine
September 16, 2004

George F. Powell, Director
Boating Facilities Division
Bureau of Parks and Lands
Department of Conservation
22 State House Station
Augusta, Maine 04333-0022

RE: Strawberry Island Boating Facility Grant

Dear Mr. Powell:

Attached please find one executed contract for the Town of York's Strawberry Island Boating Facility Grant. The Board accepted the grant at their September 14, 2004 meeting. I have kept the second signed contract for the Town's records. If you have any question or concerns please feel free to contact me. Thank you for your help in this process.

Sincerely,

Karen Stensland
Assistant to the Town Manager

cc: John Bridges, Harbor Master
STATE OF MAINE

BUREAU OF PARKS AND LANDS

BOATING FACILITIES FUND

PROJECT AGREEMENT

RECIPIENT: Town of York

PROJECT TITLE: York Harbor Boating Facility (Strawberry Island)

PROJECT NUMBER: 470

THIS AGREEMENT is hereby made between the STATE OF MAINE, by and through the BUREAU OF PARKS AND LANDS, DEPARTMENT OF CONSERVATION, hereinafter called the "State", and the TOWN OF YORK, hereinafter called the "Recipient".

WITNESSETH

WHEREAS, the State has the authority pursuant to 12 MRSA, Section 1899, to make grants-in-aid to political subdivisions and others for the acquisition, construction, and maintenance of boat facilities; and

WHEREAS, the State agrees to make a grant-in-aid to assist the Recipient in the acquisition of a boat launching site on the Harris Island Road, in the Town of York, said property known locally as Strawberry Island, and shown on Exhibit 1, attached, hereinafter called the "Property";

NOW THEREFORE, for valuable consideration, the State and the Recipient agree as follows:

1. The Recipient shall be responsible for land acquisition, obtaining permits and making improvements, for which the State's maximum cash reimbursement shall not exceed the value as indicated in item 10 below.

   Acquisition only.

2. The Recipient shall be responsible for the operation and management of the Property which is to be acquired with financial assistance from the Boating Facilities Fund and provide for its recreational boating use by the general public in perpetuity. Any lease or assignment of the Property shall not relieve the Recipient of its responsibilities under this agreement. The Recipient shall grant the State of Maine a perpetual easement on the site of the Facilities to assure its continued use as a public recreational boating facility.

3. The Facilities shall be operated and maintained in good order and condition, in compliance with all applicable laws, and in a manner to provide a neat and attractive appearance.

4. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, indicating the availability of the Facilities to the general public.
5. If any fees are charged for use of the Facilities, such fees shall be nondiscriminatory in nature and shall have received the prior approval of the State Bureau of Parks and Lands.

6. All contracts for work on the Improvements shall be awarded through competitive bidding and all contracts, plans, and specifications for such work shall be subject to the prior approval of the State.

7. The provisions of 5 M.R.S.A., (784(2)), regarding nondiscrimination in employment, are hereby incorporated into this Agreement by reference as if the same were set out in full herein.

8. The Recipient shall establish a separate account for all funds expended and received in connection with the Improvements and shall preserve (and permit investigation of) such financial records for three years following final completion of the Improvements.

9. The Facilities, and all records pertaining thereto, shall at all reasonable times be open and available for inspection by the State, its agents and designees.

10. The State shall provide a cash reimbursement not to exceed $50,000 for expenditures made by the Recipient and approved by the State for the acquisition of the Property.

11. The Recipient shall submit to the State requests for reimbursement of expenses incurred by the Recipient in connection with the acquisition of the Property, together with such evidence as the State may reasonably require supporting such requests. Such expenses may include those indirectly incurred by the Recipient for professional surveys and appraisals conducted in connection with the acquisition of the Property, as well as actual payments made to the Seller.

12. The Recipient shall indemnify, defend, and save the State, its employees and agents harmless from and against any and all claims, expenses, damages, injuries, liabilities, and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use or maintenance of the Property, or any accident, or occurrence therein or thereon.

13. The State's cash reimbursement described under paragraphs 1. and 10. is contingent upon any improvements being developed in compliance with the Americans With Disabilities Act and Maine State Laws/Maine Human Rights Act.
IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents, executed this Agreement as of the date entered below.

STATE OF MAINE
DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS

Date: 1/14/2004

By: 
Director
Bureau of Parks & Lands

RECIPIENT

TOWN OF YORK

By: 

Michael Peck

(SEELECTMEN)
Application to Land for Maine's Future Program
February 22, 2005

To Whom It May Concern:

We, the undersigned members of the Town of York Board of Selectmen, do hereby endorse the application of the York Harbor Board to the Land for Maine's Future Board for grant assistance to help purchase the shorefront property known as "Strawberry Island".

This small but vital piece of shorefront will allow for increased and physically easy access to the water for carry on recreational boating. Kayak rental and guided tours of the York River, an emerging economic opportunity for the tourism economy would be thus enhanced. The Island also offers a much needed space for short term small boat and lobster trap storage.

Furthermore, and most importantly, the acquisition of this land would enable the Town to expand town pier number one, adding much needed flexibility and berthing space for our commercial fishing fleet. This acquisition has been noted as a Town goal, fulfilling State marine policies in support of commercial fishing for over a dozen years in several iterations of the Town's Comprehensive Plan.

Thank you in advance for your consideration.

Town of York Board of Selectmen:

[Signatures]

David Marshall

Fax

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

www.yorkme.org
Town of York
186 York Street
York, Maine 03909-1314

February 25, 2005

Land for Maine’s Future Program
Tim Glidden, Director
State Planning Office
38 SHS, 184 State Street
Augusta, Maine 04333

Dear Mr. Glidden,

The York Harbor Board is pleased to submit an application to the Land for Maine’s Future, seeking support for acquisition of Strawberry Island. Acquisition of this piece of land has been a priority for many years.

We appreciate your consideration in this matter.

Sincerely,

Richard Witham, Chairman

William Cone

Richard Mirick

Steve Roberts

David P. Webber
Please use the following application structure and numbering sequence to provide information. If not applicable, please indicate by placing a N/A.

Eight copies of your proposal should be sent to:

Land for Maine’s Future Program
State Planning Office
38 State House Station
Augusta, Maine 04333-0038
Telephone #: (207) 287-1485

In addition, one copy of the application must be sent to the sponsoring agency.

1) Applicant
   Town of York
   186 York Street
   York, Maine 03909

   Name, address, and phone number of the applicant and the primary contact person.

2) Agency Sponsor
   Mr. George Powell
   Maine Department of Conservation
   Bureau of Parks & Lands
   22 State House Station
   Augusta, ME 04333
   (207) 287-4952

   Indicate which of the following is the project sponsor and include a sponsoring letter from the agency:

   Department of Inland Fisheries & Wildlife

   x Department of Conservation

3) Date of Application
   February 28, 2005.
4) Project Title/Name - Body of Water
   This is the name by which your proposal will be catalogued by Program Staff
   Acquisition of Strawberry Island, York River, York Harbor, Maine 03911

5) Location of Project
   Provide us with the name of the township and county.
   Town of York, York County

6) Type of Project
   Indicate if your project is an outright acquisition in fee, an easement or a combination.
   Our project is an outright acquisition in fee.

7) Size
   Indicate how many acres your project encompasses and identify fee versus easement acres if appropriate.
   .2 acres - at high tide, significant usable land at low tide

8) Owner(s)
   Include address, phone number, fax, and e-mail (if available) of the current landowner(s). A letter from the landowner(s) indicating their willingness to be considered in the project must be included in the application.

   Sarah R. Newick
   2 Rivermouth Road
   York, Maine 03909
   (207)363-7536

   Letter from Landowner coming separately

   Copy of Purchase and Sales agreement attached
9) Partners

Other entities participating in this project. Include address, phone, fax, e-mail

Joseph Donnelly (Contact)           John Bridges
York Harbor Board                    York Harbor Master
186 York Street                     186 York Street
York, ME 03909                      York, ME 03909
363-7833 / 351-1423(fax)            363-1000 x 252
jcdjr@maine.rr.com                  207-363-1019(fax)

10) Names of Individuals Knowledgeable about the site/proposal

List the names of individuals who can speak directly to the access benefits that the proposal will provide.

John Bridges, York Harbor Master
Robert Witham, Chair, York Harbor Board
Joseph Donnelly, Contact, York Harbor Board

11) Total Financial Summary (see Appendix G)

Include the following:

a) Total value of the fee/easement land being considered (the appraised value) $1,190,000

b) Purchase price (land/interest in land only) $250,000

c) Estimated "all other" project costs not including land (legal, survey, appraisal)

$2,000 - survey
$3,000 - appraisal
$8,000 - engineering
$2,500 - legal

d) Match - break this out into inkind, cash, land, etc. Calculate percentage of match based only on the total allowable project costs. (See match discussion on page 57)
$15,500 costs associated with appraisal, legal, and engineering
$50,000 Grant
$50,000 Harbor Board Contribution

c) Amount being requested from the Land for Maine’s Future Fund

$165,500

12) Project Description

Include a narrative description of the entire project that provides a complete image of the project itself as well as the context surrounding it. Photographs of the property can be very effective. If these are incorporated in the text electronically, please provide the images on a floppy disk with the application (JPEG or TIFF format).

Strawberry Island is the only undeveloped piece of land on the York Harbor waterfront. It is located downstream of the Route 103 Bridge and adjacent to Town Dock I.

The Harbor Board has wanted to purchase it for several years, but it has not been available for sale until the recent purchase and sale agreement took place. Acquisition of this piece of land by the Town will allow the Town to alleviate infrastructure constraints on supporting and expanding the commercial fishing fleet and also provides for public recreational boating access and fishing access.

This has been a recommendation included in our last two Comprehensive Plans. Unlike most land along the harbor, the Island has a gentle sloping gravel bank that reaches from above the high tide mark to below the mean low-tide level thus there is no sensitive marsh or eel grass.

13) Location Information

Provide a selection of easy-to-read locator maps including:

a) Maine Atlas Base Map - showing project location and regional perspective USGS

b) Topographic Base Map - showing entire boundary of proposed project, legal access and adjacency of other public and private conservation lands.

c) Other Maps as Appropriate
14) Demonstration of Need

Indicate whether the project has been designated as a priority water access site (contact LMF staff or the sponsoring agency for further information); or, if it is not, provide documented, credible evidence that supports the need for public access to the associated lake, river or coastal area as determined by the priority criteria described under the Proposal Process in this section (page 54).

Acquisition of this land has been a Town and Harbor Board priority for many years. Its location adjacent to Town Dock 1 provides the Town with the ability to expand the dock and have a substantial carry on access site. There is no other piece of land within the Harbor which has similar characteristics.

15) Suitability for Intended Use

Demonstrate that the property has no legal constraints preventing its development for the intended proposed access and that the physical characteristics of the site are suitable for the intended access.

There are no deed restrictions as the Town will own this property outright. The Town is not bound by the restrictions a private owner would have on utilizing this land.

Copy of the Purchase and Sales agreement attached.

16) Impact on Natural Resources

Describe what if any impact the proposed access will have on the natural resources of the water body and the surrounding land. This assessment is to be performed by the appropriate natural resource agency (DOC, IF&W, DMR), and in consultation with the Maine Natural Areas Program and the State Historic Preservation Office.

The initial proposed use is carry-on access for recreational boaters and fishing and should have no impact on natural resources. Future plans would include expansion of Town Dock #1 in support of the commercial fishing industry. Impact should be minimal on sand and gravel bottom.

17) Existing Public Access on Proposed Water Body

List and describe all other public access sites that exist on the lake or pond along which your parcel is located. If the site is along coastal or riverine waters, list the closest public water access site and the type of site (e.g., boat launch site, place for shoreline angling).
The parcel is adjacent to Town Dock #1, which is the Town’s primary working dock. There is a privately owned launch ramp on the other side of the Harbor. There is no existing publicly owned access in York Harbor and no other prospect for public access. There is a public boat launch approximately five miles up river, Scotland Bridge. As it is above Sewall’s Bridge, which has low clearance, it is of limited use. There is carry-on access for kayaks three miles further up the river, Rice’s Bridge.

18) Value of Fisheries Opportunities

List and document any high value or outstanding fisheries that are currently or will be enjoyed by future users of the access site.

Acquisition of this site enables the Town to expand Town Dock #1, facilitating the off loading of “catch” of fishing and lobster boats. This site will provide for carry-on access, fishing, and can be used for other recreational maritime uses.

19) Expected Demand and Diversity of Uses

Describe the type of use -- either current if it is an existing privately owned site, or anticipated -- at the proposed site and the number of different user groups that will benefit from the proposed site. Also, indicate whether the access is intended to allow new types of boating and if so describe.

This parcel has been owned privately and has allowed no public access. Since the Town has had a signed Purchase and Sales agreement and lease, the parcel has been heavily used by Recreational boaters i.e. kayakers & canoes, as a beach and by local and visiting fishermen.

20) Threat of Conversion to Other Uses Especially Private Development or Non-Water-Dependent Uses

Indicate the degree of threat to development, or the conversion to other non-water dependent uses, of the proposed site.

If this parcel is not acquired by the Town, the Town will not be able to expand Town Dock 1. The existing owner will revert to having the land be private with no trespassing until it is sold. The current owner of the property will sell it and the adjacent residence to a new private owner if the purchase and sale with the Town does not go through. She is unable to afford maintaining the entire property. If the entire property is sold, it is extremely unlikely that a new owner would give public access and is most likely that the new owner would use the site for a private boat launch and dock, not available for public usage.
21) **Estimate of monitoring and management costs**

A person submitting a proposal to acquire property or an interest in property with funding from the Public Access to Maine Waters Fund shall provide:

- A description of the management envisioned for the property for the first 10 years following acquisition. When the application proposes acquiring an interest in property, the application must provide a description of the anticipated management responsibilities retained by the landowner and those to be assumed by the State or a cooperating entity;

This parcel shall be managed by the York Harbor Master and overseen by the York Harbor Board. A Planning Commission has been established that is comprised of members of the Commercial Fishermen, Recreational Boaters, Harbor Board, the York Harbor Master, and Town Selectmen. The Town has reviewed and endorsed the proposed use of this parcel of land for emergency haul out and repairs, recreational carry on boating and fishing.

- Preliminary estimates of the costs to the State or a cooperating entity of managing the land for the uses proposed in the application; and

The costs of managing this land will be minimal and will come under the Harbor Masters budget. The Harbor Master visits and oversees activities at Town Dock 1 on a daily basis.

- Preliminary estimates of the costs associated with monitoring compliance with an easement when an interest in land is acquired.

N/A
Early Correspondence About Purchase and Easement
January 13, 2000

Mark Green, Town Manager
Town of York
186 York Street
York, Maine 03909-1314

RE: Proposed Land Acquisition
York Harbor, York, Maine

Dear Mark:

As discussed with you this morning, I am enclosing a draft Project Agreement and a draft Easement for the town’s consideration. The Bureau will consider providing a reimbursement of 50% of the cost of the acquisition cost of the parcel of land on York Harbor (50% of $75,000 equals $37,500), provided the Bureau receives an Easement over said property.

Please advise me of the town’s interest in this proposal.

Yours truly,

Richard W. Skinner, Director
Boating Facilities Division
Maine Bureau of Parks & Lands
#22 State House Station
Augusta, ME 04333-0022
TEL: 287-4952
FAX: 287-3823

Enclosures

RWS/nd
EASEMENT

The TOWN OF YORK, in consideration of One Dollar ($1.00) and other good and valuable consideration, hereby gives, grants and conveys to the STATE OF MAINE, DEPARTMENT OF CONSERVATION, BUREAU OF PARKS AND LANDS, its successors and assigns, rights in real property in the Town of York, County of York and State of Maine, being more particularly described in the legal description attached hereto as Exhibit "A" (property shown on Map # as Lot # on the tax maps of the Town of York), described as follows, to wit:

A permanent easement for public recreational purposes including, but not limited to, the launching and retrieval of boats, canoes, and kayaks to/from York Harbor.

The real estate to which this permanent easement applies is a portion of the real estate described in the deed from _________ to the Town of York dated _________ and recorded in the York County Registry of Deeds in Book ____, Page ____.

IN WITNESS WHEREOF, Town of York has caused this instrument to be executed by _________, its _________, thereunto duly authorized this ______ day of ________, 2000.

TOWN OF YORK

By: _________

Personally appeared the above-named _________ of Town of York, as aforesaid, and acknowledged the foregoing instruments to be ______ free act and deed, in ______ said capacity, and the free act and deed of Town of York.

Before me,

Notary Public/Attorney at Law

Print Name

jbaseYrk.lwp
PUBLIC WORKS FACILITY
810 U.S. ROUTE ONE

Property and Facilities Inventory

This document is one of a series of staff reports to document important information about properties owned and utilized by the Town of York. It is an attempt to compile and make available relevant information about properties to ensure the institutional knowledge is not lost over time.

May 7, 2019
PUBLIC WORKS FACILITY - 810 U.S. ROUTE ONE

**Location:** 810 U.S. Route One.

**Facility:**

- On this lot at the time of acquisition were:
  - three garages;
  - a small salt shed; and
  - a fueling facility.
- The State retained an inholding on this property. There is an enclosure with a communications tower and associated equipment and this has been retained by the State, along with necessary utility and access easements (see pages 30-35).

**Property Acquisition:** Voters authorized this purchase at the May 20, 2017 Budget Referendum (see pages 12-13). On March 6, 2018, the Town executed a Memorandum of Understanding with the State for the eventual purchase of this property (see pages 16-29). The deed for Town acquisition of this property was executed on April 26, 2018 (see pages 4-11). This was the culmination of a process that began in mid-2015 and was first discussed by the Board of Selectmen in September 2015.
The State obtained an appraisal by the Maine Valuation Company, which was dated March 31, 2016.

As part of its due diligence, the Town obtained Phase I and Phase II environmental assessments from SRW Environmental Consulting LLC of Somersworth, NH. The Phase I assessment reviewed the known property history, which had a number of underground storage tanks and a bridge maintenance facility during the State’s time of ownership. This led to a recommendation for a Phase II assessment, with physical sampling to evaluate conditions more definitively. The Phase II assessment indicated the outfall of one floor drain had minor contamination but that, overall, the site did not appear to have any major contamination or environmental problems.

Deed References:

- Book 17701, Pages 881 et seq

Deed Restrictions: There is a deed restriction on this parcel. It is the State’s practice to offer surplus properties to the community in which they are located first before offering the property for general sale. The initial offer is to sell at a reduced price with the stipulation that the property be used for government purposes. In this case the State offered the lot to the Town for $625,000 with this deed restriction, or $1,000,000 with no restrictions.

The deed restriction is a requirement that this property remain in governmental, non-commercial use or the State will need to be paid the value of the land at the time this restriction is triggered minus the amount paid at the time of purchase.

The State had earlier tried to sell an 8-acre portion of the property as a stand-alone lot, but no such sale occurred. When it came time to dispose of this surplus facility, the State decided to sell the land as a single 40 acre parcel. There are uncertified surveys which show the parcel divided into two lots, but that division was never executed. The Board of Selectmen had originally expressed an interest in 32 of the 40 acres of land, and the York Water District had expressed an interest in the remaining 8 acres. When it came time to decide how to pay for this acquisition, the Board of Selectmen and Budget Committee agreed that bond financing could be problematic if the Town purchased the entire parcel with the intention of selling a portion of the land during the term of the bond, whether to the Water District or any other party. The two boards agreed that it would be better to utilize the Town’s fund balance to pay for the property. The Board of Selectmen’s Fund Balance Policy calls for the Town to have monetary reserves within a certain range. Spending $625,000 from fund balance kept the Town within this range, while spending $1M would not have. These two factors led to the proposal to pay cash and accept the deed restrictions.
It is worth noting that the staff at Maine Department of Transportation read the deed restrictions as calling for this former state highway garage to remain in use for transportation and public works purposes, but this is not what the language of the deed restriction state. The Town Attorney worked with the Department’s attorney to refine the actual deed restriction language and it is written in a broad manner. Even with the executed language, there the State might challenge sale of a portion of the land to the York Water District, a quasi-municipal entity, as triggering the restriction.

It is also worth noting the sale of a portion of the land may require the State to be paid the entire difference, not just the difference in value on that portion being sold. This must be evaluated prior to any future sales or transfers.

**Survey and Monumentation:** The State provided un-certified surveys of the property. These have metes and bounds, and are labelled as modifications (in February 2018) of a July 1952 plan (see pages 14-15). There is no indication of the existence of any physical monumentation.

**Facility Acquisition/Construction/Alteration:** The facilities at the time of writing (May 7, 2019) existed at the time of purchase. The Public Works Department has made upgrades to the buildings, converting to LED lighting and re-surfacing the floors of the upper two buildings.

**Relationship to Bond Funds:** No bond funds were used for purchase or improvement of this property.

**Land Use Permits & Approvals:** Not applicable as of the time of writing (May 7, 2019).

**Other Information:**

- On the day the property was acquired, the Town Manager wrote a memo to document pertinent facts and thoughts at that time. It is essentially an informal version of this inventory document. A scanned copy is included (see pages 36-40).
Property Deed
GOVERNOR'S DEED

The STATE OF MAINE, acting by and through its Governor, on recommendation of the Commissioner of the DEPARTMENT OF TRANSPORTATION, ("Grantor"), having a mailing address of 16 State House Station, Augusta, ME 04333-0016, for consideration paid, pursuant to 23 M.R.S. Section 61(1), as amended, releases to the TOWN OF YORK, a municipal corporation organized and existing under the laws of the State of Maine, and having a mailing address of 186 York Street, York, Maine 03909 ("Grantee"), all Grantor's right, title and interest in and to certain land and buildings located on the northwesterly side of U.S. Route 1 in the Town of York, County of York and State of Maine, as shown on a plan entitled "Maine State Highway Commission, Right of Way Map, State Highway "A", York, York County, Land Acquired from Sally M. Cook" dated July 1952 and February 2018, S.H.C. File No. 16-85, on file at the Augusta office of MaineDOT (the "Plan"). The Premises is more particularly described on the attached Exhibit A, Legal Description (the "Premises").

MEANING AND INTENDING to convey a portion of the property described in a Warranty Deed from Sally Moody Cook dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.

BY ACCEPTANCE OF THIS DEED, Grantee, for itself, its successors and assigns, agrees that should it choose to extract groundwater for human consumption from the Premises, it shall do so at its own risk.

RESERVING TO THE STATE OF MAINE from this conveyance the perpetual right to enter upon the Premises to maintain any state or state-aid highway slopes and drainage facilities or installations that may exist.

THIS CONVEYANCE IS ALSO MADE subject to all above-ground and underground utility easements and installations, if any, located on the Premises, including but not limited to those shown on the Plan and those rights which any utility enjoys over the Premises for maintenance, location or relocation of poles or other installations.

THE PREMISES IS CONVEYED FOR ONLY SO LONG AS it is publicly owned and used for the overall public interest for non-commercial governmental purposes. In the event Grantor alleges a breach of this condition, Grantor shall give Grantee thirty (30) days to cure the alleged breach, and then if this condition is breached, Grantor shall have the right to reenter and retitle the Premises, provided, however, that if Grantor decides to exercise its right of entry and retitle the Premises, it shall give the Grantee sixty (60) days prior written notice. After such notice, Grantee shall have the option to notify Grantor of its intent to purchase the Premises for its then-fair market value, as determined by a licensed Maine appraiser acceptable to both parties, pursuant to a Memorandum of Agreement between Grantor and Grantee dated March 6, 2018 on file at the offices of MaineDOT. The consideration paid by Grantee for this conveyance shall be deducted from the then-fair market value pursuant to said Memorandum of Agreement. If Grantee fails to notify Grantor of its intent to purchase within sixty (60) days then Grantor shall
exercise its right to reenter and retake the Premises and the Grantee shall surrender same and execute documentation necessary to vest fee simple title in Grantor. Prior to surrendering the Premises, but not later than sixty (60) days following receipt of Grantor’s written notice of intent to reenter, Grantee shall have the right, but not the obligation, to remove any Grantee-constructed improvements, at Grantee’s sole expense, subject to the condition that Grantee shall restore the Premises in that event as nearly as practicable to its condition existing as of the date of this Governor’s Deed. In the event Grantee has not constructed any such improvements, Grantee shall nonetheless restore the Premises to its condition as of the date of this Governor’s Deed. This covenant shall run with and bind the land and the Grantee’s successors and assigns shall be subject to the same until Grantor, upon Grantor’s purchase of the Premises pursuant to the above and at Grantee’s request, executes a release, in recordable form, evidencing termination of this covenant.

GRANTOR MAKES NO REPRESENTATIONS or warranties with respect to the above-described Premises. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the Premises or any portion thereof for any particular purpose; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; or the existence, status, or condition of access to, or public utilities serving the Premises. Any subsequent use of, improvement to, or construction on the Premises is subject to all applicable laws, regulations, ordinances, and permitting requirements.

[SIGNATURE ON FOLLOWING PAGE]

Governor’s Deed to the Town of York
Page 2
IN WITNESS WHEREOF, I, Paul R. LePage, Governor of the State of Maine, caused the name and great seal of the State of Maine to be hereeto affixed this ______ day of ______, in the year two thousand eighteen.

STATE OF MAINE

By: __________________________
    Paul R. LePage
    Governor

Affixed by: __________________________
            Secretary of State

STATE OF MAINE
County of Kennebec

Date: __________

Personally appeared the above-named Paul R. LePage, Governor of the State of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

Notary Public/Attorney at Law
Print Name: __________________________
Bar No. __________________________

Governor’s Deed to the Town of York
Page 3
EXHIBIT A
Legal Description
State of Maine to Town of York

A certain lot or parcel of land situated in the Town of York, County of York, and State of Maine, as shown on a Maine Department of Transportation Right of Way plan entitled “Maine State Highway Commission, Right of Way Map, State Highway “A”, York, York County, Land Acquired from Sally M. Cook” dated July 1952 and February 2018, on file in the Augusta Office of the Maine Department of Transportation, S.H.C. File No. 16-85 and recorded in the York County Registry of Deeds in Plan Book 22, Page 84 (the “Plan”), and further described as follows:

"Beginning at a point in the present northwesterly line of State Highway “A” as established September, 1937 at the southeasterly end of a stone wall nearly opposite the Little River Road, so called, which was also known as Old County Road, leading from State Highway "A" (U.S. Route 1) to York Village;

Thence southwesterly along the northwesterly line of State Highway “A” as established September, 1937 a distance of about fifteen hundred sixty-three (1563) feet to a point in the northeasterly line of other land of Grantor which is known as “The Tenney Pasture Lot;”

Thence N. 40° 00’ W. four hundred twenty-four (424) feet, in part along a stone wall to land now or formerly of Paul Scammon;

Thence N. 45° 00’ E. about seven hundred forty-five (745) feet to an angle point in a stone wall at the most easterly corner of land now or formerly of said Scammon;

Thence N. 43° 00’ W. eleven hundred sixty-eight (1168) feet, in part along a stone wall and passing through a monument on a ledge, and another monument, to an angle point in a stone wall which is the most northerly corner of land of the aforesaid Paul Scammon;

Thence N. 3° 00’ E. along a stone wall two hundred (200) feet to an angle point;

Thence northeasterly by a direct course and partly by a stone wall six hundred thirty (630) feet to an angle point in said wall;

Thence S. 43° 00’ E. and mostly along a stone wall nineteen hundred ten (1910) feet to the point of beginning, this last-described course being along other land of the Grantor known as the Emerson Pasture Lot."

The above-described lot or parcel of land contains approximately 40 acres and is the same as described in a Warranty Deed from Sally Moody Cook to the State of Maine, dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.

EXCEPTING AND RESERVING from the above described parcel a certain lot or parcel of land containing approximately 2 acres located on the westerly side of U.S. Route 1 directly opposite the intersection of Old Post Road with said U.S. Route 1 and being more particularly described as follows:

"Beginning on the westerly side of U.S. No. 1 at a hub driven in the ground at a point where a stone wall now stands and running southerly along the westerly side of Route No. 1 about four hundred eighteen (418) feet more or less to a hub; thence turning and running at right angles approximately two hundred and nine (209) feet more or less, in a westerly direction, to a hub; thence turning and running at right angles in northerly direction and parallel to the first named course four hundred eighteen feet (418) to a hub; thence turning and running at right angle in an easterly direction, and parallel with the second named course about two hundred and nine (209) feet to the point of beginning, containing two acres more or less and being land in the Bridges Pasture, so-called."

The above described excepted parcel was conveyed by Sally M. Cook to Helen D. Robarge by Warranty Deed dated November 27, 1950 and recorded in the York County Registry of Deeds in Book 1047, Page 535.

FURTHER EXCEPTING AND RESERVING a certain lot or parcel of land located on the northwesterly side, but not adjacent to, U.S. Route 1, hereafter known as the "Tower Lot" being more particularly bounded and described as follows:

Beginning at an intersection of stone walls at an easterly corner of land now or formerly of White Pine Ridge Homeowners Assoc. as recorded in said Registry of Deeds in Book 15024, Page 824, and also being a westerly corner of land now or formerly of the State of Maine hereinbefore described. Said stonewall intersection being located about 530’ more or less northwesterly from U.S. Route 1;

THENCE N 37°10’43” E through the land of said State of Maine 210.44’ to an #5 rebar with cap stamped "NCS, INC PLS 1314" being the TRUE POINT OF BEGINNING;

THENCE N 52°37’17” W along the remaining land of said State of Maine 130.00’ to a #5 rebar with cap stamped "NCS, INC PLS 1314’;

THENCE N 37°22’43” E along the remaining land of said State of Maine 60.00’ to a #5 rebar with cap stamped "NCS, INC PLS 1314’;

Governor’s Dead to the Town of York
Page 5
THENCE N 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "INCS, INC PL 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING. The above described parcel contains 7,800 s.f. or 0.18 acres, more or less.

The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described Tower Lot is SUBJECT to the terms of a State of Maine Interagency Agreement between the Department of Transportation and the Department of Administrative and Financial Services/OIT, dated July 19, 2010 on file at the Maine Department of Transportation in Augusta.

ALSO, RESERVING to the State of Maine, its successors, heirs and assigns, a twenty-five (25) foot wide access easement from U.S. Route 1 to the northwesterly sideline of the above described Tower Lot as shown on the Plan, including the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the above described Tower Lot.

FURTHER EXCEPTING AND RESERVING a lot or parcel of land as shown on a revised Right of Way Map entitled "Maine State Highway Commission, Plan of Proposed Relocation State Highway "A", York, York County" dated September 1937, F.A.P. No. 87-A, Sheet 2 of 3, S.H.C. File No. 16-43, hereafter known as "Reserved Right of Way" bounded and described as follows:

BEGINNING AT A POINT on the southwesterly corner of land as first described above and the southeasterly corner of land formerly of Sally M. Cook and formerly known as "The Tenney Pasture Lot". Said point being 46 feet, more or less, northwesterly from and as measured along a line normal to the State Highway "A" (U.S. Route 1) Survey Base Line at Station 80+75, more or less;

THENCE northwesterly adjoining the southeasterly sideline of said Cook a distance of 14 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line a Station 80+73 more or less;

THENCE northeasterly along a line and crossing the land of State of Maine a distance of 804 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line at Station 89+60;

THENCE northeasterly along line, parallel with the said State Highway "A" (U.S. Route 1) Base Line and crossing the land of said State of Maine a distance of 380 feet, more or less, to a point on the southwesterly line of land formerly of Sally M. Cook, (1952) Helen M. Roberge (Part of Governor's Deed to the Town of York

Page 6
Bridges Pasture). Said point being 60 feet northwesterly from and as measured along a line normal from said baseline at Station 92+80, more or less;

THENCE southeasterly adjoining the southwesterly line of said Cook a distance of 19 feet, more or less, to a point on the northwesterly right of way line of State Highway "A". Said point being 40 feet northwesterly from and as measured along a line normal from said Base Line at Station 92+49, more or less;

THENCE southwesterly adjoining the northwesterly State Highway "A" right of way line a distance of 99 feet more or less to a point; said point being 40 feet northwesterly from and as measured along a line from said Base Line at Station 91+50;

THENCE southwesterly adjoining said right of way line a distance 100 feet, more or less, to a point, said point being 45 feet northwesterly from and as measured along a line from said Base line at Station 90+50;

THENCE southwesterly adjoining said right of way line a distance of 390 feet, more or less to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.T. Station 86+60.3;

THENCE southwesterly along a non-tangential curve to the right, adjoining said right of way line, having a radius of 955.37 feet and an arc distance of 328.02' to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.C. Station 83+10.3;

THENCE southwesterly adjoining the said right of way line a distance of 239 feet, more or less to the point of beginning.

Said lot or parcel of land containing approximately 0.82 acres adjoins State Highway "A" (U.S. Route 1) and is excepted and reserved by the State of Maine for right of way purposes.
Ballot Question
ARTICLE FIFTY-TWO

Shall the Town vote to appropriate a sum not to exceed $825,000 for the purchase of the State Highway Maintenance Facility and approximately 40 acres of land located at 818 U.S. Route One from the Maine Department of Transportation for the purpose of utilizing the highway maintenance facilities for Town purposes, and furthermore shall the Board of Selectmen adopt this line of the Town Budget as proposed by the Budget Committee? The purchase price would be taken from the Town's Fund Balance; there would be no additional tax appropriation requested for this purchase.

Statement of Fact: The Maine Department of Transportation has determined its maintenance facility on Route One in York is surplus property. Accordingly, it is offering this property to the Town to purchase at 50% of its appraised value of $1.25 million. The facility has: three buildings with heated garage bays; a bulk diesel facility; and a salt storage shed. The State will retain its radio tower and an easement for access to it. To obtain the reduced price from the State, the property will be burdened by a deed restriction which limits its use to non-commercial, governmental purposes.

Budget Committee recommends approval (5-0).
Board of Selectmen recommends approval (4-1).

A YES vote authorizes the expenditure of $825,000.
A NO vote authorizes an appropriation of $0.

YES 1623
NO 701
Un-Certified Property Survey
Memorandum of Understanding
Town and State of Maine
March 6, 2018

Stephen Burns, Town Manager  
Town of York  
186 York Street  
York, ME 03909

Dear Mr. Burns,

Enclosed is a fully executed Memorandum of Agreement for the purchase of MaineDOT property on U.S. Route 1 in York. This transaction will now go to our Legal Department for the drafting up of the Governor’s Deed and the closing documents.

If you have any questions, please feel free to email me or call me at (207) 624-3033.

Sincerely,

[Signature]

Julia Picard  
Property Manager

Enclosure
MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this 7th day of November, 2018, by and between the State of Maine, through its Department of Transportation ("MaineDOT"), and the Town of York (the "Town"), a municipal corporation organized and existing under the laws of the State of Maine.

I. RECITALS

1. MaineDOT owns property comprised of approximately 40 acres and buildings situated on the northwesterly side of U.S. Route 1 in the Town of York, Maine (the "Premises"), where it operates a transportation maintenance facility. The Premises is located at 810 U.S. Route 1 and identified on the tax maps for the Town of York as Lot 18 on Map 94. The Premises is shown on a map entitled "Maine State Highway Commission, Right of Way Map, State Highway 'A', York, York County, Land Acquired from Sally M. Cook" dated July, 1952, S.H.C. File No. 16-85, on file at the Augusta office of MaineDOT (the "Plan"), and also on a plan entitled "Site Plan, 810 U.S. Route 1, York, Maine" dated January 13, 2010 by Northeast Civil Solutions, on file at the Augusta office of MaineDOT (the "Site Plan"). The Premises is more particularly described in a warranty deed from Sally Moody Cook dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.

2. MaineDOT has determined that the Premises is surplus to its operational needs. The Town desires to purchase the Premises for continued public, transportation-related, non-commercial use.

3. The parties wish to memorialize their respective understanding with regard to the sale of the Premises to the Town.

II. AGREEMENT

1. Premises to be Conveyed.

1-1. Subject to the terms and conditions contained in this Agreement, MaineDOT shall convey the Premises described in the attached Exhibit A to the Town by Governor's Deed, "as is, where is" with no warranties or covenants of title.

1-2. The Premises consists of an approximately 40-acre lot, including four wood-frame buildings: Building # B36207, an approximately 2,600 SF 3-bay truck service garage; Buildings #B58781 and B36205, two 7-bay truck service garages approximately 5,160 SF storage each building; and Building #B36208, an approximately 1,218 SF salt storage shed.

1-3. Equipment included in the sale: Salt brine tank.
2. Purchase Price; Closing.

2.1. The Town is to pay MaineDOT the total purchase price of Six Hundred Twenty-Five Thousand Dollars ($625,000.00) (the “Purchase Price”), to be paid by check upon delivery of the Governor’s Deed at Closing, which shall take place within thirty (30) days of execution of the Governor’s Deed.

3. Conditions.

3.1. The Governor’s Deed shall contain the following conditions:

   a. MaineDOT, for the benefit of itself, its successors and assigns, shall except and reserve from the conveyance of the Premises the fee interest in an approximately 7,800 square foot rectangle lot located easterly of the two large maintenance garages on the Premises where a communications tower and appurtenant equipment are located (the “Tower Site”), along with an easement for ingress/egress to, over and across the Premises from U.S. Route 1 to the Tower Site, and the right to install, construct, operate, improve, expand and maintain utilities in, over or under such easement. The Tower Site is shown on the Site Plan. The location of the 25’ wide easement is shown on the Plan and shall run with and benefit the Tower Site.

   b. MaineDOT, for the benefit of itself, its successors and assigns, shall except and reserve from the conveyance of the Premises the fee interest in approximately 0.82 acres of land located adjacent to the existing U.S. Route 1 right of way for future highway needs.

   c. The Premises will be conveyed for only so long as it is publicly owned and used for non-commercial, governmental purposes. In the event MaineDOT alleges a breach of this condition, MaineDOT shall give the Town thirty (30) days to cure the alleged breach, and then if this condition is breached, MaineDOT shall have the right to reenter and retake the Premises; provided, however, that if MaineDOT decides to exercise its right of entry and retake the Premises, it shall give the Town sixty (60) days prior written notice. After such notice, the Town shall have the option to notify MaineDOT of its intent to purchase the Premises for its then-fair market value, as determined by a licensed Maine appraiser acceptable to both parties. The Purchase Price shall be deducted from such then-fair market value. If the Town fails to notify MaineDOT of its intent to purchase within sixty (60) days, then MaineDOT shall exercise its right to reenter and retake the Premises and the Town shall surrender same and execute documentation necessary to vest fee simple title in MaineDOT. Prior to surrendering the property, but not later than sixty (60) days following receipt of MaineDOT’s written notice of intent to reenter, the Town shall have the right, but not the obligation, to remove any Town-constructed improvements, at the Town’s sole expense, subject to the condition that the Town shall restore the property in that event as nearly as practicable to its condition existing as of the date of the Governor’s Deed. In the event the Town has not constructed any such improvements, the Town shall nonetheless restore the Premises to its condition as of the date of the Governor’s Deed. This covenant shall

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run with and bind the land, and the Town's successors and assigns shall be subject to the same.

d. The conveyance is subject to all above-ground and underground utility easements and installations, if any, located on the Premises, including but not limited to those shown on the above-referenced Plans and to those rights which any utility enjoys over the Premises for maintenance, if any, location or relocation of poles or other installations. The Town may relocate said easements and installations upon written approval by MaineDOT, which approval shall not be unreasonably withheld.

e. The Town, for itself, its successors and assigns, agrees that should it choose to extract groundwater from the Premises for human consumption, it shall do so at its own risk.

This Section 3 shall survive delivery and acceptance of the Governor's Deed.

4. Due Diligence.

4-1. The Town shall have forty-five (45) calendar days from the date of this Agreement (the "Due Diligence Period") to conduct and complete tests and other due diligence, including, without limitation, a site assessment, title examination, survey, environmental site assessment and geotechnical testing, and any other reasonable tests and examinations of the Premises to confirm that the Premises is suitable to satisfy the requirements hereunder and for the contemplated use by the Town. If the Town, in its sole discretion, is not satisfied with the results of any of the above referenced matters, then the Town may elect, by giving written notice to MaineDOT on or before the expiration of the Due Diligence Period, to terminate this Agreement. The Town shall furnish MaineDOT with copies of all reports, studies, assessments, test results and/or any other documents whatsoever related to the results of the Town's Due Diligence activities under this Section within five (5) days of the Town's receipt of such materials.

4-2. Between the date of this Agreement and the Closing, the Town and/or its representatives shall have the right to enter the Premises to perform the examinations listed in Section 4-1; provided, however, that (i) those persons performing such activities enter onto the Premises at their own risk of loss and harm; and (ii) the Town shall restore the Premises to its previous condition in the event of any significant disturbance as a result of such activities.

5. Condition of the Premises.

5-1. MaineDOT shall convey the Premises "as is, where is" with no warranties or representations about the condition or suitability of the Premises for a particular purpose or as to the marketability of title.
6. Town Approval.

6-1. The Town represents that the obligations of the Town set forth in this Agreement, including without limitation the indemnification provisions set forth in Section 8, have been approved at a town meeting for the Town of York and that it is a valid and fully binding obligation upon the Town.

7. Representations.

7-1. The Town acknowledges that it has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. Except as otherwise provided in this Agreement, the Town hereby expressly waives any claims against MaineDOT for any matters of public record or matters which a physical inspection of the Premises would reveal. This Section shall survive the delivery and acceptance of the Governor's Deed.

7-2. MaineDOT represents that there are the following underground storage facilities (UST) on the Premises: a 2500 gallon UST containing #2 fuel oil; a 6000 gallon UST containing diesel fuel (state registration number 8046); and an underground storage tank for drainage.

7-3. MaineDOT shall be responsible for discharging (i) any mechanic's and materialman's liens of any description against the Premises, including, without limitation, resulting from MaineDOT's activities on the Premises either prior to or after the date of the conveyance (except with respect to any liens arising as a result of Town's activities on the Premises), (ii) tax liens, (iii) such other matters as MaineDOT has agreed, or is obligated, to remove under this Agreement, and (iv) any other encumbrances of any kind whatsoever on the Premises arising after the date of this Agreement. MaineDOT agrees to execute an Owner's Affidavit for the Town's Title Insurance Company certifying as to no mechanic's liens or parties in possession. MaineDOT reserves the right to contest the validity of any such lien so long as MaineDOT causes such lien to be released on the record. This obligation shall survive the delivery and acceptance of the Deed.

8. Environmental Indemnification by Town.

8-1. MaineDOT makes no representations or warranties about the environmental condition of the Premises, including but not limited to the presence of hazardous waste, toxic materials, or any other condition or substance that may support a claim under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement.

8-2. As of the date of transfer of the Premises, the Town agrees to defend, indemnify and hold MaineDOT, its officers, agents and employees, harmless from any claim, liability, loss, cost, expense, fine, penalty, response, clean-up, remediation activities, judgment, award, order, assessment, or other damage, including but not limited to reasonable
attorney's fees, arising out of or attributable to the presence of Hazardous Substances on or from the Premises during the Town's ownership, occupation and/or use thereof that are known or should have been discovered through the Town's Phase II Environmental Site Assessment.

8-3. "Hazardous Substances" shall mean any (i) element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; (ii) petroleum and its refined products; (iii) polychlorinated biphenyls ("PCBs"); (iii) any substance exhibiting a hazardous waste characteristic including but not limited to corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; (iv) any asbestos-containing materials; (v) manufactured products containing Hazardous Substances; and (vi) any lead-based paint.


8-5. Notwithstanding anything to the contrary set forth in this Agreement, this section shall specifically survive the delivery and acceptance of the Deed and payment of the Purchase Price.

9. Other Conditions.

9-1. The transaction contemplated by this Agreement shall be subject to approval by the Commissioner of the Department of Transportation and the Governor of the State of Maine.


10-1. Until delivery of the Governor's Deed from MaineDOT to the Town, risk of loss or damage to the Premises shall be on MaineDOT.

11. Fees, Costs and Transfer Taxes.

11-1. The Town agrees to pay all Registry of Deeds recording fees.

11-2. MaineDOT and the Town are exempt from transfer tax.
12. Default.

12-1. In the event that either the Town or MaineDOT is unable to perform their respective obligations, then the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.


13-1. MaineDOT and the Town represent that no brokers, agents or consultants have been employed with respect to the transaction that is the subject of this Agreement.

14. Waiver.

14-1. No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

15. Notices.

15-1. Any communications, requests, or notices required or appropriate to be given under this Agreement shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested with the United States Postal Service); or (b) sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

To MaineDOT: Maine Department of Transportation
             State House Station 16
             Child St.
             Augusta, ME 04333-0016
             Attention: Julia Picard, Property Manager

To the Town: Town of York
             186 York St.
             York, ME 03909
             Attention: Steve Burns, Town Manager


16-1. Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, that each such party has obtained all necessary consents and approvals to lawfully perform its obligations under this Agreement and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the
performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, at the Closing, each party shall furnish to the other party and to the Town's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

17. Recitals.

17-1. The statements contained in the Recitals section of this Agreement are true and correct and are incorporated herein by reference.

18. Governing Law.

18-1. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

19. Expenses.

19-1. Regardless of whether the transactions contemplated pursuant to this Agreement are consummated, each party hereto, unless this Agreement expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Agreement, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

20. Successors and Assigns.

20-1. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.


21-1. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement. The covenants, agreements and representations made by the parties and contained in this Agreement shall survive the Closing.

22. Counterparts.

22-1. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

MaineDOT/Town of York
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written by their respective duly authorized representatives.

STATE OF MAINE
Department of Transportation

By: Dale Doughty
Bureau of Maintenance and Operations Director, duly authorized

TOWN OF YORK

By: Stephen H. Burns
Its: Town Manager
EXHIBIT A
Legal Description
State of Maine to Town of York

A certain lot or parcel of land situated in the Town of York, County of York, and State of Maine, as shown on a Maine Department of Transportation Right of Way plan entitled “Maine State Highway Commission, Right of Way Map, State Highway “A”, York, York County, Land Acquired from Sally M. Cook” dated July 1952 and February 2018, on file in the Augusta Office of the Maine Department of Transportation, S.H.C. File No. 16-85 and recorded in the York County Registry of Deeds in Plan Book 22, Page 84 (the “Plan”), and further described as follows:

“Beginning at a point in the present northwesterly line of State Highway “A” as established September, 1937 at the southeasterly end of a stone wall nearly opposite the Little River Road, so called, which was also known as Old County Road, leading from State Highway “A” (U.S. Route 1) to York Village;

Thence southwesterly along the northwesterly line of State Highway “A” as established September, 1937 a distance of about fifteen hundred sixty-three (1563) feet to a point in the northeasterly line of other land of Grantor which is known as “The Tenney Pasture Lot;”

Thence N. 40° 00’ W. four hundred twenty-four (424) feet, in part along a stone wall to land now or formerly of Paul Scammon;

Thence N. 45° 00’ E. about seven hundred forty-five (745) feet to an angle point in a stone wall at the most easterly corner of land now or formerly of said Scammon;

Thence N. 43° 00’ W. eleven hundred sixty-eight (1168) feet, in part along a stone wall and passing through a monument on a ledge, and another monument, to an angle point in a stone wall which is the most northerly corner of land of the aforesaid Paul Scammon;

Thence N. 5° 00’ E. along a stone wall two hundred (200) feet to an angle point;

Thence northeasterly by a direct course and partly by a stone wall six hundred thirty (630) feet to an angle point in said wall;

Thence S. 43° 00’ E. and mostly along a stone wall nineteen hundred ten (1910) feet to the point of beginning, this last-described course being along other land of the Grantor known as the Emerson Pasture Lot.”

The above-described lot or parcel of land contains approximately 40 acres and is the same as described in a Warranty Deed from Sally Moody Cook to the State of Maine,
dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.


EXCEPTING AND RESERVING from the above described parcel a certain lot or parcel of land containing approximately 2 acres located on the westerly side of U.S. Route 1 directly opposite the intersection of Old Post Road with said U.S. Route 1 and being more particularly described as follows:

"Beginning on the westerly side of U. S. No. 1 at a hub driven in the ground at a point where a stone wall now stands and running southerly along the westerly side of Route No. 1 about four hundred eighteen (418) feet more or less to a hub; thence turning and running at right angles approximately two hundred and nine (209) feet more or less, in a westerly direction, to a hub; thence turning and running at right angles in northerly direction and parallel to the first named course four hundred eighteen feet (418) to a hub; thence turning and running at right angle in an easterly direction, and parallel with the second named course about two hundred and nine (209) feet to the point of beginning, containing two acres more or less and being land in the Bridges Pasture, so-called."

The above described excepted parcel was conveyed by Sally M. Cook to Helen D. Roberge by Warranty Deed dated November 27, 1950 and recorded in the York County Registry of Deeds in Book 1047, Page 535.

FURTHER EXCEPTING AND RESERVING a certain lot or parcel of land located on the northwesterly side, but not adjacent to, U.S. Route 1, hereafter known as the "Tower Lot" being more particularly bounded and described as follows:

Beginning at an intersection of stone walls at an easterly corner of land now or formerly of White Pine Ridge Homeowners Assoc. as recorded in said Registry of Deeds in Book 15024, Page 824, and also being a westerly corner of land now or formerly of the State of Maine hereinbefore described. Said stone wall intersection being located about 530’ more or less northwesterly from U.S. Route 1;

THENCE N 37°10’43” E through the land of said State of Maine 210.44’ to an #5 rebar with cap stamped “NCS, INC PLS 1314” being the TRUE POINT OF BEGINNING;

THENCE N 52°37’17” W along the remaining land of said State of Maine 130.00’ to a #5 rebar with cap stamped “NCS, INC PLS 1314”;

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THENCE N 37°22'43" E along the remaining land of said State of Maine 60.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE N 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING. The above described parcel contains 7,800 s.f. or 0.18 acres, more or less.

The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described Tower Lot is SUBJECT to the terms of a State of Maine Interagency Agreement between the Department of Transportation and the Department of Administrative and Financial Services/OIT, dated July 19, 2010 on file at the Maine Department of Transportation in Augusta.

ALSO, RESERVING to the State of Maine, its successors, heirs and assigns, a twenty-five (25) foot wide access easement from U.S. Route 1 to the northwesterly sideline of the above described Tower Lot as shown on the Plan, including the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the above described Tower Lot.

FURTHER EXCEPTING AND RESERVING a lot or parcel of land as shown on a revised Right of Way Map entitled "Maine State Highway Commission, Plan of Proposed Relocation State Highway “A”, York, York County" dated September 1937, F.A.P. No. 87-A, Sheet 2 of 3, S.H.C. File No. 16-43, hereafter known as "Reserved Right of Way" bounded and described as follows:

BEGINNING AT A POINT on the southwesterly corner of land as first described above and the southeasterly corner of land formerly of Sally M. Cook and formerly known as "The Tenney Pasture Lot". Said point being 46 feet, more or less, northwesterly from and as measured along a line normal to the State Highway “A” (U.S. Route 1) Survey Base Line at Station 80+75, more or less;

THENCE northwesterly adjoining the southeasterly sideline of said Cook a distance of 14 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line a Station 80+73 more or less;

THENCE northeasterly along a line and crossing the land of State of Maine a distance of 804 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line at Station 89+00;

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THENCE northeasterly along line, parallel with the said State Highway “A” (U.S. Route 1) Base Line and crossing the land of said State of Maine a distance of 380 feet, more or less, to a point on the southerly line of land formerly of Sally M. Cook, (1952) Helen M. Robarge (Part of Bridges Pasture). Said point being 60 feet northwesterly from and as measured along a line normal from said baseline at Station 92+80, more or less;

THENCE southeasterly adjoining the southerly line of said Cook a distance of 19 feet, more or less, to a point on the northwesterly right of way line of State Highway “A”. Said point being 40 feet northwesterly from and as measured along a line normal from said Base Line at Station 92+49, more or less;

THENCE southerly adjoining the northwesterly State Highway “A” right of way line a distance of 99 feet more or less to a point; said point being 40 feet northwesterly from and as measured along a line from said Base Line at Station 91+50;

THENCE southeasterly adjoining said right of way line a distance 100 feet, more or less, to a point, said point being 45 feet northwesterly from and as measured along a line from said Base line at Station 90+50;

THENCE southeasterly adjoining said right of way line a distance of 390 feet, more or less to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.T. Station 86+60.3;

THENCE southeasterly along a non-tangential curve to the right, adjoining said right of way line, having a radius of 955.37 feet and an arc distance of 328.02’ to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.C. Station 83+10.3;

THENCE southeasterly adjoining the said right of way line a distance of 239 feet, more or less to the point of beginning.

Said lot or parcel of land containing approximately 0.82 acres adjoins State Highway “A” (U.S. Route 1) and is excepted and reserved by the State of Maine for right of way purposes.
State of Maine Interagency Agreement
Tower Inholding
STATE OF MAINE
INTERAGENCY AGREEMENT
FOR YORK (DOT) LOT
(ADJACENT TO U.S. ROUTE 1)
BETWEEN TRANSPORTATION & OIT

This Agreement, entered into the 1st day of , 2010, is between the Maine Department of Transportation (hereafter referred to as “DOT”) and the State of Maine, Department of Administrative and Financial Services, Bureau of General Services on behalf of Office of Information Technology (hereafter referred to as “OIT”) pursuant to 5 MRS §1742, sub-§19-B.

In consideration of the mutual benefits and obligations, terms and conditions, set forth below, the parties agree as follows:

1. PREMISES SUBJECT TO THIS AGREEMENT. A certain lot or parcel of land, being a Tower Agreement Area, located on the northwesterly side of, but not adjacent to, U.S. Route 1, in the Town of York, County of York, State of Maine, being more particularly bounded and described on “Exhibit A” and show on “Exhibit B” attached hereto (hereinafter the “Premises”). The Premises is located on a portion of DOT’s York maintenance lot as described in a deed to the State of Maine dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215 (the “DOT Maintenance Lot”).

2. RIGHT TO OCCUPY. DOT hereby grants to OIT the right to occupy the Premises for the purpose of installation and operation of a communications facility, including a telecommunications tower, antennas, equipment shelters, and related communications equipment in accordance with the terms of this Agreement.

3. RIGHT OF ACCESS TO PREMISES. DOT further grants to OIT, the right of ingress/egress to, over and across the land of the State of Maine from U.S. Route 1 to the Premises, and the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the Premises. The location of such access for ingress/egress and utility installations shall be determined by MaineDOT in its discretion.

4. OTHER RIGHTS UNDER THIS AGREEMENT. The parties acknowledge and agree that OIT may use the existing 120’ tower; retain the right to erect a new tower on the Premises with a height to be determined by OIT at a location mutually agreed upon by both parties and in compliance with local, state, and federal ordinances and regulations; that OIT shall have the right, but not the obligation, to construct a new building on the Premises; and that OIT shall have the right to locate communications equipment in the building and on the tower. A security fence consisting of chain link or similar but comparable construction may be placed around the perimeter of the tower and building. OIT retains the right to place any governmentally owned radio transmitter, receiver, or ancillary equipment, on the tower, in the building, or associated structures, without additional permission from DOT. OIT will mitigate any electronic interference caused by the system as required by F.C.C. regulations.

5. ACCESS. Pursuant to Paragraph 3, above, OIT shall have access to the Premises including the right to pass and repass, with motor vehicles, or on foot to the Premises. OIT shall avoid passing with motor vehicles over underground tanks and septic systems. The site may be used by OIT only for construction, installation, operation, replacement, maintenance, repair and removal (collectively, “Operations”) of an...
unmanned communications facility and uses incidental thereto including all necessary appurtenances, including required antennas, antenna support structures, equipment shelters, power supplies, grounding systems, and necessary interconnections. Said use shall be conducted in accordance with the terms of this Agreement and prevailing standards and criteria established by the applicable governing agencies and without creating or causing to be created, hazards to the public safety.

6. NO OTHER USE WITHOUT WRITTEN CONSENT. OIT agrees not to use the Premises for any other purpose, including commercial communications, without the specific prior written permission of the DOT, at its discretion.

7. SITE ACCESS AND INSPECTION. OIT shall have access to its facilities and equipment at the site for ordinary operation and maintenance activities (7) seven days a week (24) hours a day.

8. GOVERNMENTAL APPROVALS. OIT shall be responsible for obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, and shall be solely responsible for any violations thereof.

9. MAINTENANCE AND REPAIRS FACILITIES. OIT may engage a contractor to install its equipment on OIT's infrastructure. DOT shall be coindured with OIT if any insurance is provided by the contractor. OIT shall provide adequate advance notice to DOT of construction and repair work which is of a non-routine and non-emergency nature.

10. UTILITIES. OIT has the right at its sole cost and expense to obtain and connect to telecommunications and electrical service from any utility company that provides or is willing to provide such service to the Premises.

11. REMOVAL OF EQUIPMENT AND STRUCTURES. OIT must give adequate advance written notice of the removal method before any structures or improvements are removed from the Property.

12. RESTORATION OF DAMAGED PROPERTY. OIT at its sole cost and expense, will restore in a good and workmanlike manner all MaineDOT property which is damaged or disturbed by OIT's activities pursuant to this Agreement. Such property shall be restored to its condition prior to the damage or disturbance.

13. SALE OF THE DOT MAINTENANCE LOT. In the event of a sale or conveyance of the DOT Maintenance Lot, DOT shall except and reserve from such sale or conveyance the Premises and all rights granted under the terms of this Agreement.

14. NOTICES and APPROVALS. All notices under this Agreement must be in writing and will be deemed validly given if sent by overnight delivery by commercial courier or regular certified mail, return receipt requested, effective the next business day following the overnight courier's receipt from the sender or the third day following the date the notice is postmarked if sent by certified mail. Notices will be addressed as follows:

Maine Department of Administrative & Financial Services, Bureau of General Services
77 State House Station, Augusta, ME 04333-0077
Attention: Director

Maine Department of Administrative & Financial Services, Office of Information Technology
145 State House Station, Augusta, ME 04333-0145
Attention: Chief Information Officer

York DOT/OIT IAA
February 2010
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Either party may change the designated recipient of notices and the address by notifying the other party in writing.

15. GOVERNING LAW. This Agreement will be governed by and construed under the laws of the State of Maine, and applicable federal, state and local rules and regulations.

16. TERM, TERMINATION, AND RENEWAL OF AGREEMENT. This Agreement will remain in effect for a term of 40 years and may be extended for an additional 40 years upon the express written agreement of both parties.

IN WITNESS WHEREOF, DOT and OIT have caused their duly authorized representatives to execute this Interagency Agreement. This Interagency Agreement shall be effective the date last signed below.

STATE OF MAINE
Department of Transportation

By: [Signature]
Dale Dougherty, Director
Bureau of Maintenance & Operations

STATE OF MAINE
Department of Administrative and Financial Services
Bureau of General Services
Office of Information Technology

By: [Signature]
Richard H. Thompson, Jr., Chief Information Officer

APPROVED:

STATE OF MAINE
Department of Administrative and Financial Services,
Bureau of General Services

By: [Signature]
Cheryl Lewis, Jr., Director
Exhibit A
(7,800±)

A certain lot or parcel of land, being an Easement Area, located on the northwesterly side, but not adjacent to, Route 1, in the Town of York, County of York, State of Maine, being more particularly bounded and described as follows:

STARTING at an intersection of stone walls at an easterly corner of land N/E of White Pine Ridge Homeowners Assoc. as recorded in Deed Book 15024, Page 824, York County Registry of Deeds (YCRD), and also being a westerly corner of land N/E of the State of Maine as recorded in Deed Book 1219, Page 215 YCRD. Said stone wall intersection being located about 530' more or less northwesterly from Route 1;

THENCE N 37°10'43" E through the land of said State of Maine 210.44' to a #5 rebar with cap stamped "NCS, INC PLS 1314" being the TRUE POINT OF BEGINNING;

THENCE N 52°37'17" W along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE N 37°22'43" E along the remaining land of said State of Maine 60.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,800 s.f. or 0.18 acres more or less.

Meaning and intending to describe a Easement Area being a portion of the land of the State of Maine, dated July 30, 1952 and recorded in Deed Book 1219, Page 138 YCRD.

The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described parcel is shown on a site plan survey prepared for the Office of Information Technology, Radio Project Office, by Northeast Civil Solutions, Inc., dated December 22, 2009.

Also granting to the above tower agreement area, the benefit of an ingress/egress easement to, over and across the land of the State of Maine from Route 1 to the above described property.

Also granting to the above tower agreement area, the benefit of a utility easement(s) to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from Route 1 to the above described property.

C:\11 State Laboratory Site POL-19109A York MD\72014\Survey\Survey Exhibit A 06 30 14 & Handwritten legal description based on 1.6.310.doc
Memo About Town Acquisition
MEMO

TO: Property File – 810 US Route One
FROM: Stephen H. Burns, Town Manager
DATE: April 26, 2018
RE: Town Acquisition of 810 US Route One

At 1:30 PM today I signed the paperwork and made payment of $625,000 to the State of Maine, and the Town took possession of the 40+/- acres of land at 810 US Route One. This property has been the MDOT Maintenance Facility known as the York Camp. Over the course of time, this site will evolve into the new home of York’s Department of Public Works. The site currently has 3 buildings with approximately 16 heated garage bays, a salt shed, a diesel fuel facility and ancillary other improvements. The State will retain a communications tower in the middle of this property, along with associated utility easements.

While new facilities for DPW have not been a short-term priority, this acquisition was triggered by a unique opportunity to acquire the property from the State before it went on the open market. The Town was given the opportunity to purchase the property, and it was a policy question of either seizing the opportunity or letting it pass. The opportunity was seized.

The concept of the State selling off this property arose in the summer of 2015, as MDOT initiated the process of adding 10 miles of US Route One to York’s Urban Compact. This transfer of maintenance responsibilities to the Town negated the State’s need for this facility. The initial discussions were informal, and the price concepts were based on a broker’s price opinion. Most communication was by phone and e-mail, and nothing formal was offered or accepted. The Board of Selectmen took an initial vote to express interest in acquisition on September 21, 2015. The decision was to seek 32 of the 40 acres, leaving the southern leg along Route One to the State. There was discussion with the York Water District about them acquiring the remaining 8-acre piece directly from the State, with an access and utility easement across the existing site driveway.

The State acquired a formal property appraisal from the Maine Valuation Company, and this document is dated March 31, 2016. This is the appraisal on which the State based its offer price. A formal offer was sent by MDOT to the Town in a letter dated October 3, 2016. The price was $1M without any deed restrictions, or $625,000 with restrictions to limit future use of the property to governmental purposes.

During this timeframe, the Town and the US Securities and Exchange Commission were addressing past bond-issuance practices of the Town, and there was an intensive internal...
dialogue occurring about bond funding for projects and the implications for re-sale or non-
governmental use. If the purchase was bond-funded, this would be an issue. In the early
months of 2017, the Board of Selectmen and Budget Committee agreed to purchase the
property for cash, with the purchase price to be taken from the Town’s fund balance. There
are no bond-related limits on this property.

The second part of the decision reached jointly by the Budget Committee and Board of
Selectmen was to acquire the property at the lower price of $625,000 but subject to the deed
restrictions proposed by the State. The restriction is essentially that the land is to be used for
government purposes, and that if it is not then the State must be made whole. The value at
the time of a triggering event would be determined by a new appraisal, then the amount paid
by the Town would be subtracted from this value to determine the amount to be paid to the
State. A key point of uncertainty here was what about use by, for instance, the York Water
District. The Town’s position, based on the language of the approved deed, is that the York
Water District is a government use and therefore sale of a portion of the property to the
District wouldn’t be a triggering event. The State’s position has been the Town is the
government use and the Water District isn’t, and they further believe this is for transportation
use only. This is a potential battle for another day.

Voters approved the purchase of the property from the State of Maine at the May 20, 2017
Budget Referendum. This was ballot article 52, which passed 1,623 for versus 701 against.

In doing its due diligence, the Town hired SRW Environmental Consulting LLC to
completed a Tier 1 environmental review of the property. This was approved by the Board
of Selectmen on June 12, 2017, and it was completed on August 22, 2017. Based on the
findings of the Tier 1 review, a Tier II environmental review was completed by SRW. This
was approved by the Board of Selectmen on August 28, 2017, and it was completed on
October 29, 2017. Very minor soil contamination was found at the outfall of an improper
floor drain, but no major contamination issues were identified.

On February 26, 2018, the Board of Selectmen voted to direct me to execute a proposed
Memorandum of Understanding for the purchase of this property. This document was
executed by the State and Town as of March 6, 2018.

The property transfer was completed at 1:30 PM on Thursday, April 26, 2018 in the Town
Manager’s office. The deed will be recorded in the York County Registry of Deeds on April
27th by the Town staff.

The property was added to the Town’s insurance policy effective April 24, 2018. The Public
Works Department will now transfer utility billing for this property from the State over to the
Town. The Department will also complete the required process to file the Underground Oil
Storage Facility Change of Ownership Notification Forms with the Maine DEP. Finally, the
Department will change the signage to let everyone know this is now Town property. An old
V-snowplow blade will be repainted and placed along the road frontage, as is tradition for
such facilities.
And what is the future likely to hold in store for this property? Nobody knows for certain, but these are some of my thoughts based on discussions that have taken place in the past few years.

There are likely to be some short-term, low cost improvements in the very near future. The Department of Public Works will hire an engineering firm to prepare a high-level concept plan for the buildout of public works facilities on this site. This is the most important initial action so we can better understand options. We will also likely change over building lighting to LED lighting, and paint the interior of the buildings a light color (two of the three need this).

In subsequent rounds of the Capital Budget, look initially for two proposals in the coming five years. First, develop new gasoline and diesel fuel facilities for the Town. The old system would be eliminated and the underground tank removed. The new facilities should be sized to facilitate bulk fuel purchases, and this should facilitate cooperative fuel purchases for Town, School and interested utility districts. (By school, this means publicly owned vehicles, not the private school buses.)

Second, extend the public sewer main from the vicinity of Route One and Spur Road north to this site. This will be a cooperative project with the York Sewer District. The Town has already paid for an update to an old feasibility study for this extension. Public Sewer will be critical if the Town is to create a vehicle wash at this site, and to address other wastewater disposal in the likely event this property is added to the Urban Compact (and therefore MS4) in subsequent years.

Beyond this timeframe, there will need to be an overall plan for DPW. How do the pieces fit?

- The Beach Garage will be retained because of its proximity to the beaches. Its location saves a significant amount of driving time and vehicle mileage.
- The Chases Pond Road Facility, with 3 heated garage bays, large salt shed, and about 10 acres of land, will likely remain the primary DPW facility for the coming decade or so. Beyond that timeframe, I could envision this becoming more of a vehicle maintenance facility and less of a front-line highway maintenance facility. There would still be room for materials storage and there is a large salt shed in good repair, so these functions could be retained indefinitely. There is also a critical communications tower for the Town's overall radio system which should be retained or would need to be re-located.
- The facilities at 810 US Route One will be further developed over time. I anticipate:
  - A new full-size salt shed to replace the old, small salt shed.
  - A vehicle wash that would be capable of handling any Town vehicle, from plow trucks up through fire trucks. De-icing chemicals currently in use are rapidly deteriorating the condition of our vehicles and a vehicle wash could likely slow this process and extend the life of our vehicles (or improve their...
trade-in value). A cost-benefit study would certainly be in order before making this investment.

- Construct new ADA-compliant Department offices and crew quarters. This will also be the time to extend the Town's fiber network up to this site.
- Use the yard for staging space, materials storage, and possibly a Town snow dump.
- Possibly add more vehicle bays, heated or not.
- Possibly construct a new communications tower to replace the one at the Chases Pond Road facility, or to supplement the system generally. If this could be funded by a wireless communications company as the Town did for the new tower in York Beach then so much the better.
- Possibly sell some excess land to the York Water District or another party.
- Possibly acquire adjacent land, such as the property at the intersection of Route One and Old Post to gain site access at a traffic signal.
REQUEST FOR ACTION BY BOARD OF SELECTMEN

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<thead>
<tr>
<th>DATE SUBMITTED: August 8, 2019</th>
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<tr>
<td>DATE ACTION REQUESTED: August 8, 2019</td>
<td>☐ DISCUSSION ONLY</td>
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<tr>
<td>SUBJECT: Davis property</td>
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DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: Take any appropriate action on this matter following discussion in executive session on August 7, 2019.

RECOMMENDATION: n.a.

PROPOSED MOTION: n.a.

Prepared by Stephen H. Burns, Town Manager:
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED:  August 12, 2019

DATE ACTION REQUESTED: August 8, 2019

☐ ACTION

☐ DISCUSSION ONLY

SUBJECT: Wharf/dock at Goodrich Park

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

Like many other coastal and lakefront communities, York has seen a rise in recreational personal vessel activity, including kayaks and stand up paddleboards, on our beaches, in our harbor, and in the York River. There are some concerns and challenges that are a direct result of this increased form of recreational activity. In particular, kayak and stand up paddle board use in the harbor (the most concentrated area of multiple use), creates increased concern for participant safety, along with added demand on what is already limited parking.

I would like to explore the Town’s options for constructing a wharf/dock at Goodrich Park. The purpose of which would be to provide access to the park from the River (as outlined in the deed) while providing additional and alternative access to the York River for personal watercraft activity. I believe that any such wharf/dock would go a long way toward decreasing the volume of traffic in the harbor. I am not suggesting that the Town limit the Strawberry Island access, simply that we consider providing an additional public access option that would lessen the burden on the harbor.

I have researched the deeds for Goodrich Park. It is very clear that the property is to be used as a public park and implies passive recreational use, along with an emphasis on wildlife preservation and natural ecology. The deed does allow for the Town to maintain *a small wharf and float for access to the park from small boats, with access to said wharf limited to pedestrian travel only*. The deed also specifies that *no boat launching ramps shall be built upon any portion of the premises described herein*. I have included a copy of the deed for your review.

In compliance with the deed, it would not be my intent to build a boat launching ramp, but rather allowing public pedestrian access to the York River, via the park, for “carry-in, carry-out” personal vessel launch from the wharf. Whereas the term “boat” can be left to interpretation and whereas the deed(s) dates back to the early 1970’s, long before kayaks and stand up paddle boards became so popular, I have reached out to the Law Firm representing the heirs of Mrs. Patterson to seek clarification and their interpretation of the deed, as it pertains to a wharf/dock for the purpose that I am suggesting. I was clear in my correspondence that the Town intends to maintain the Park, and any wharf, in the manner set forth in the deed.
Should the interpretation of the deed(s) by the Attorney result in the Town moving forward with an exploration of constructing a wharf/dock at Goodrich Park, the next step would be to seek any necessary local and/or State approval(s) for the project. I anticipate that this project, should it move forward, will be a collaborative effort of Town Officials and Boards, including, but not limited to, the Parks and Recreation Department, Code Enforcement, the Harbor Master, and the Harbor Board.

No action by the Board is requested at this time. I am bringing this forth for the sake of discussion.

RECOMMENDATION: None at this time, discussion only

PROPOSED MOTION: None at this time, discussion only

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY: Reviewed BY:
WHEREAS I, MARY MARVIN BRECKINRIDGE PATTERSON, of
St. Leonard, Calvert County, Maryland, on the twenty-eighth
day of December A.D. 1971, did give, grant, sell and convey
to the INHABITANTS OF THE TOWN OF YORK, MAINE, in perpetual
trust, subject to certain restrictions, two certain lots or
parcels of land described as follows:

PARCEL NO. 1:

A certain lot or parcel of land situate in the
Town of York, County of York and State of Maine,
more particularly described as follows, to wit:

Beginning at a concrete bound marked
"Davis Engr. Dover, N.H." in the nor-
therly sideline of U.S. Route No. 1 at
a point two hundred fifty (250) feet,
more or less, from the high-water mark
of the York River, and running thence
South eighty-seven degrees fifty-five
minutes West (S 87°55' W) one hundred
sixty-five and no tenths (165.0) feet
to the northwesterly sideline of Ferry
Lane South; thence running North fifty-
two degrees no minutes East (N 52°00' E)
one thousand fifty-eight (1,058) feet,
more or less, by and along the westerly
sideline of said Ferry Lane to a stone
Post at land of Ola M. Rowe and Dora
Hammon; thence running North thirty-nine
degrees twenty minutes West (N 39°20' W)
four hundred sixty-five (465) feet by
and along a wire fence and land of said
Rowe and Hammon, to an iron pipe in the
southeasterly sideline of U.S. Route
No. 95; thence running southwesterly by
and along said U.S. Route No. 95 to the
low-water mark of the York River; thence
running southerly by and along the low-water mark of the York River to a point, said point being the northwesterly corner of Parcel No. 2 hereinafter described; thence running South seventy-four degrees thirty-three minutes East (S 74° 33' E) to a concrete bound marked "Davis Engr., Dover, N.H."; thence continuing the same course one hundred ninety and sixty-three hundredths (190.63) feet to another concrete bound marked as aforesaid; thence running South ten degrees thirty-four minutes East (S 10° 34' E) two hundred sixty-one and eighty-six hundredths (261.86) feet to the point of beginning.

PARCEL NO. 2:

A certain lot or parcel of land situate in said York, more particularly described as follows, to wit:

Beginning at the point of beginning for Parcel No. 1 and running thence North ten degrees thirty-four minutes West (N 10° 34' W) two hundred sixty-one and eighty-six hundredths (261.86) feet to a concrete bound marked "Davis Engr., Dover, N.H."; thence running North seventy-four degrees thirty-three minutes West (N 74° 33' W) one hundred ninety and sixty-three hundredths (190.63) feet to another concrete bound marked as aforesaid; thence continuing the same course to the low-water mark of the York River; thence running southerly by the low-water mark of the York River to the northerly sideline of U.S. Route No. 1; thence running by and along the northerly sideline of said U.S. Route No. 1 to the point of beginning. See Plan of Goodrich Park by G.L. Davis and Associates to be recorded.

These parcels being a portion of the premises described in a certain warranty deed recorded at the York County Registry of Deeds in Book 710, Page 40.
WHEREAS, the premises described herein were conveyed to the said Inhabitants in perpetual trust as a public park as a memorial to my grandmother, MARY MARVIN GOODRICH, my mother ISABELLA GOODRICH BRECKINRIDGE, and my uncle, CHARLES CROSS GOODRICH, to be known as "GOODRICH PARK", which conveyance was made subject to the following conditions, to wit:

1. The park shall be perpetually maintained for the enjoyment of the Inhabitants of York and due regard shall be given to the preservation of the natural beauty and wildlife in the park, provided, however:

   A. That an adequate parking area, comfort station and picnic areas may be constructed in a manner consonant with preservation of the natural ecology of said park, said parking area and comfort station shall not be located any closer than one hundred (100) feet from U.S. Route No. 1 and the high-water mark of the York River, and that access to said parking area shall be from Ferry Lane or through the existing roadway located on Parcel No. 2.

   B. A small wharf and float may be maintained for access to the park from small boats, with access to said wharf limited to pedestrian travel only.

2. No boat launching ramps shall be built upon any portion of the premises described herein.
3. No signs, other than directional signs relative to said park, shall be permitted upon the premises described herein.

4. No person shall be permitted to camp or occupy a mobile home, camper-trailer or vehicle intended for living purposes during the hours between sunset and sunrise.

5. No snowmobiles shall be permitted within the premises herein described.

In the event that the Selectmen of the Town of York shall deem it advisable, Parcel No. 2 may be sold and the proceeds used to maintain Goodrich Park, provided, however, that any sale of said Parcel No. 2 shall be subject to the following restrictions, to wit:

1. The use of Parcel No. 2 shall be limited to residential use, and only one single-family dwelling shall be permitted on the premises.

2. No further structures or signs of any nature shall be erected or placed on said Parcel No. 2 except a structure located on the site of an existing structure damaged or destroyed by accident or disaster.

In the event that any of the conditions set forth in this Deed of Trust shall be violated, the title to the premises herein conveyed shall revert to the Donor or her heirs and assigns.

TO HAVE AND TO HOLD the aforesaid and bargained premises in perpetual trust subject to the conditions contained herein.

WHEREAS I, MARY MARVIN BRECKINRIDGE PATTERSON, understand that each of the said Inhabitants shall have standing to bring an action in any Court in the State of Maine to enforce the conditions of the said perpetual trust;
NOW THEREFORE, I, MARY MARVIN BRECKN RIDGE PAT TERS,  
in consideration of One Dollar, do hereby give, grant, sell  
and convey all remaining interest, right and title which I  
have in and to the aforesaid premises to the INHABITANTS OF  
THE TOWN OF YORK and their assigns.  

IN WITNESS WHEREOF, I, the said Mary Marvin Breckinridge  
Patterson, grantor, and Jefferson Patterson, husband of the  
said Mary Marvin Breckinridge Patterson, relinquishing our  
rights by descent and all other rights in the above described  
premises, have hereunto set our hands and seals this 20th day  

SIGNED, SEALED AND DELIVERED IN  
PRESENCE OF  

__________________________  
Mary Marvin Breckinridge  
Patterson  

__________________________  
Jefferson Patterson  

STATE OF MAINE  

DISTRICT OF COLUMBIA, ss.  

October 20, 1972  

Personally appeared the above named Mary Marvin  

Breckinridge Patterson and Jefferson Patterson, her husband,  

and acknowledged the foregoing instrument to be their free  

act and deed.  

__________________________  
Before me,  

York, ss.  
Received JAN 3, 1973 at 9:30 A.M.  
and recorded from  

Justice of the Peace  
My commission expires:
WHEREAS I, MARY MARVIN BRECKINRIDGE PATTERSON of St. 
Leonard, Calvert County, Maryland, on the twenty-fourth day of 
November A.D. 1971, did in writing signify to the INHABITANTS 
OF THE TOWN OF YORK, MAINE, my intention to give to said Inhabitants 
certain land more particularly described herein as a public park, 
subject to certain restrictions set forth in said letter of intent. 
NOW THEREFORE, I, MARY MARVIN BRECKINRIDGE PATTERSON, 
in consideration of One Dollar, do hereby give, grant, sell, and 
convey to the INHABITANTS OF THE TOWN OF YORK, two certain lots 
or parcels of land as follows:

PARCEL NO. 1:
A certain lot or parcel of land, together with the buildings 
thereon, situate in the Town of York, County of York and State 
of Maine, more particularly described as follows, to wit:

BEGINNING at a concrete bound marked "Davis Engr. 
Dover, N.H." in the northerly sideline of U. S. 
Route No. 1, running thence North seven degrees 
twenty-eight minutes West (N 07° 28' W) one hundred 
and thirty (130.00) feet to another concrete bound marked 
as aforesaid; thence running North eighty-three degrees 
zero minutes East (N 83° 00' E) one hundred fifty-two and 
twelve hundredths (152.12) feet to another concrete 
bound marked as aforesaid; thence South seven degrees 
twenty-eight minutes East (S 07° 28' E) one hundred 
and thirty-six (136.3) feet to another concrete bound marked 
as aforesaid in the northerly sideline of said U. S. 
Route No. 1; thence running South eighty-five degrees 
sixteen minutes West (S 85° 16' W) by and along U. S. 
Route No. 1, one hundred fifty-two and twenty-nine 
hundredths (152.29) feet to the point of beginning, 
containing 20,600 square feet, more or less.

PARCEL NO. 2:
A certain lot or parcel of land, situate in the Town of York, 
County of York and State of Maine, more particularly described 
as follows, to wit:

BEGINNING at a stone post at the southeasterly corner 
of the premises herein conveyed and at the southwest-
ely corner of the heirs of Rexford Littlefield, and, 
the northerly sideline of U. S. Route No. 1 and run-
ning thence in a westerly direction by and along the 
northerly sideline of said Highway, nine hundred forty-
four and four tenths (944.4) feet to the concrete bound 
at the southeasterly corner of the aforesaid Parcel No. 
1; thence running North seven degrees twenty-eight 
minutes West (N 07° 28' W) one hundred thirty-six (136.0) 
feet to a concrete bound at the northeasterly corner of
said Parcel No. 1; thence running South eighty-three degrees zero minutes West (S 83° 00' W) one hundred fifty-two and twelve hundredths (152.12) feet to a concrete bound in the northerly corner of said Parcel No. 1; thence running South seven degrees twenty-eight minutes East (S 07° 28' E) one hundred thirty (130.00) feet to a concrete bound at the southeasterly corner of said Parcel No. 1; thence running in a westerly direction by and along the northerly sideline of U. S. Route No. 1, three hundred eighty-nine and three tenths (389.3) feet to the point of intersection between the northerly sideline of U. S. Route No. 1 and the southeasterly sideline of Ferry Lane; thence running by and along said Ferry Lane, Twelve hundred fifty-seven and two-tenths (1257.2) feet to an iron pipe in the northerly corner of land of New England Telephone and Telegraph Company; thence running South thirty-three degrees fifty minutes East (S 33° 50' E) one hundred (100.0) feet to an iron pipe at the southerly corner of land of said Company; thence running North fifty-six degrees ten minutes East (N 56° 10' E) one hundred (100.0) feet to another iron pipe; thence running North thirty-three degrees fifty minutes West (N 33° 50' W) one hundred (100.0) feet to another iron pipe in the southeasterly sideline of said Ferry Lane; thence running by and along the southeasterly sideline of said Ferry Lane North fifty-one degrees fifty-two minutes East (N 51° 52' E) one hundred eighty-two and eight tenths (182.8) feet to a steel stake at the northwesterly corner of land of Olga M. Rowe; thence running South forty-four degrees fifty-two minutes East (S 44° 52' E) by and along a wire fence and land of Rowe, two hundred forty-four and six-tenths (244.6) feet; thence running by said wire fence and land of Rowe and Littlefield heirs, South five degrees eight minutes East (S 05° 08' E) four hundred eleven and seven-tenths (411.7) feet; thence running by said fence and land of Littlefield heirs South twenty-two degrees fifteen minutes East (S 22° 15' E) two hundred twenty-nine (229.2) feet to the point of beginning, containing fourteen and ninety-five hundredths (14.95) acres, more or less.


The premises described herein are conveyed in perpetual trust as a public park as a memorial to my grandmother, MARY MARVIN GOODRICH, my mother, ISABELLA GOODRICH BRECKNBRIDGE, and my uncle, CHARLES CROSS GOODRICH, to be known as "GOODRICH PARK", to be an addition to the park conveyed to the Grantees by my deed dated December 28, 1971 and recorded at the York County Registry of Deeds, Book 1933, Page 335, which conveyance is hereby made
subject to the same conditions and restrictions contained in said deed of December 28, 1971, where applicable, except, however, any rights of reversion to the Donor or her heirs and assigns, with the following conditions and provisions, to wit:

1. The park herein conveyed in two parcels shall be perpetually maintained for the enjoyment of the Inhabitants of York and due regard shall be given to the preservation of the natural beauty and wildlife in the park, provided, however;

2. No signs, other than directional signs relative to said park shall be permitted upon the premises described herein.

3. No person shall be permitted to camp or occupy a mobile home, camper-trailer or vehicle intended for living purposes during the hours between sunset and sunrise.

4. No snowmobiles shall be permitted within the premises herein described.

5. The use of Parcel No. 1 shall be limited to park purposes; provided, however, for so long as the existing building thereon shall remain, said building may be used as a single family dwelling, provided further, however, that the present access from U. S. Route No. 1 shall be discontinued and access thereto shall thereafter be only from Ferry Lane.

6. That an adequate parking area, comfort station and picnic area may be constructed in a manner consonant with the preservation of the natural ecology of the park, at a distance of more than one hundred (100) feet from U. S. Route No. 1, with access thereto from Ferry Lane.

Granting to each of said Inhabitants standing to bring an action in any court in the State of Maine to enforce the conditions of the said perpetual trust.

TO HAVE AND TO HOLD the aforesaid and bargained premises in perpetual trust, subject to the conditions contained herein.

IN WITNESS WHEREOF, I, the said Mary Marvin Brackinridge Patterson, grantor, and Jefferson Patterson, husband of the said Mary Marvin Brackinridge Patterson, relinquishing all right by descent and all other rights in the above described premises,
have hereunto set our hands and seals this first day of August A.D. 1972.

Signed, sealed and delivered in the presence of:

[Signatures]

State of Maine
DISTRICT OF COLUMBIA, SS. August 1, 1972

PERSONALLY appeared the above named MARY MARVIN BRECKINRIDGE PATTerson and JEFFERSON PATTerson, her husband and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature]

Notary Public

York, ss.
Received JAN 3 1973 at 9:30 AM A.M.
and subscribed to as the original.

[Signature]
WHEREAS I, MARY MARVIN BRECKINRIDGE PATTISON, of St. Leonard, Calvert County, Maryland, on the twenty-fourth day of November A.D. 1971, did in writing signify to the Inhabitants of the Town of York, Maine, my intention to give to said inhabitants certain land more particularly described herein as a public park subject to certain restrictions set forth in said letter of intent, and further

WHEREAS the Inhabitants of said Town at a special town meeting held at the Town Hall in the Town of York, County of York and State of Maine, on the twentieth day of December A.D. 1971, voted unanimously to accept said parcel of land in perpetual trust;

NOW THEREFORE, I, MARY MARVIN BRECKINRIDGE PATTISON, in consideration of One Dollar, do hereby give, grant, sell and convey to the INHABITANTS OF THE TOWN OF YORK, two certain lots or parcels of land as follows:

PARCEL NO. 1:

A certain lot or parcel of land situate in the Town of York, County of York and State of Maine, more particularly described as follows, to wit:

Beginning at a concrete boul marked "Davis Engr. Dover, N.H." in the northerly sideline of U.S. Route No. 1 at a point two hundred fifty (250) feet, more or less, from the high-water mark of the York River, and running thence South eighty-seven degrees fifty-five minutes West (S 87°55′ W) one hundred sixty-five and no tenths (165.0) feet to the northwesterly sideline of Ferry Lane South; thence running North fifty-two degrees five minutes East (N 52°05′ E) one thousand fifty-eight (1,558) feet, more or less, by and along the westerly sideline of said Ferry Lane to a stone post at land of Ola M. Rowe and Dora Hammon; thence running North thirty-nine degrees twenty minutes West (N 39°20′ W) four hundred sixty-five (465) feet by and along a wire fence and land of said Rowe and Hammon to an iron pipe in the southeasterly sideline of U.S. Route No. 95; thence running southeasterly by and along said U.S. Route No. 95 to the low-water mark of the York River; thence running southerly by
and along the low-water mark of the York River to a point, said point being the northwesterly corner of Parcel No. 2 hereinafter described; thence running South seventy-four degrees thirty-three minutes East (S 74°33' E) to a concrete bound marked "Davis Engr, Dover, N.H."; thence continuing the same course one hundred ninety and sixty-three hundredths (190.63) feet to another concrete bound marked as aforesaid; thence running South ten degrees thirty-four minutes East (S 10°34' E) two hundred sixty-one and eighty-six hundredths (261.86) feet to the point of beginning.

PARCEL NO. 2:

A certain lot or parcel of land situate in said York, more particularly described as follows, to wit:

Beginning at the point of beginning for Parcel No. 1 and running thence North ten degrees thirty-four minutes West (N 10°34' W) two hundred sixty-one and eighty-six hundredths (261.86) feet to a concrete bound marked "Davis Engr, Dover, N.H."; thence running North seventy-four degrees thirty-three minutes West (N 74°33' W) one hundred ninety and sixty-three hundredths (190.63) feet to another concrete bound marked as aforesaid; thence continuing the same course to the low-water mark of the York River; thence running southerly by the low-water mark of the York River to the northerly sideline of U.S. Route No. 1; thence running by and along the northerly sideline of said U.S. Route No. 1 to the point of beginning. See Plan of Goodrich Park by G.L. Davis and Associates to be recorded.

These parcels being a portion of the premises described in a certain warranty deed recorded at the York County Registry of Deeds in Book 710, Page 40.

The premises described herein are conveyed in perpetual trust as a public park as a memorial to my grandmother, MARY MARVIN GOODRICH, my mother ISABELLA GOODRICH BRECKINKRIDGE, and my uncle, CHARLES CROSS GOODRICH, to be known as "GOODRICH PARK", which conveyance is hereby made subject to the following conditions, to wit:

1. The park shall be perpetually maintained for the enjoyment of the Inhabitants of York and due regard shall be given to the preservation of the natural beauty and wildlife in the park, provided, however:

A. That an adequate parking area, comfort station and picnic areas may be constructed in a manner consonant with preservation of the natural ecology of said park, said parking area and comfort station shall not be located any closer than one
hundred (100) feet from U.S. Route No. 1
and the high-water mark of the York River,
and that access to said parking area shall
be from Ferry Lane or through the existing
roadway located on Parcel No. 2.

B. A small wharf and float may be maintained for
access to the park from small boats, with
access to said wharf limited to pedestrian
travel only.

2. No boat launching ramps shall be built upon any portion
   of the premises described herein.

3. No signs, other than directional signs relative to said
   park, shall be permitted upon the premises described
   herein.

4. No person shall be permitted to camp or occupy a mobile
   home, camper-trailer or vehicle intended for living
   purposes during the hours between sunset and sunrise.

5. No snowmobiles shall be permitted within the premises
   herein described.

In the event that the Selectmen of the Town of York shall
deam it advisable, Parcel No. 2 may be sold and the proceeds
used to maintain Goodrich Park, provided, however, that any
sale of said Parcel No. 2 shall be subject to the following re-
strictions, to wit:

1. The use of Parcel No. 2 shall be limited to residential
   use, and only one single-family dwelling shall be
   permitted on the premises.

2. No further structures or signs of any nature shall be
   erected or placed on said Parcel No. 2 except a
   structure located on the site of an existing structure
   damaged or destroyed by accident or disaster.

In the event that any of the conditions set forth in this
Deed of Trust shall be violated, the title to the premises
herein conveyed shall revert to the Donor or her heirs and assigns.

TO HAVE AND TO HOLD the aforesaid and bargained premises
in perpetual trust subject to the conditions contained herein;
IN WITNESS WHEREOF, I, the said Mary Marvin Breckinridge Patterson, grantor, and Jefferson Patterson, husband of the said Mary Marvin Breckinridge Patterson, relinquishing our rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 28th day of December A.D. 1971.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

[Signatures]

DISTRICT OF COLUMBIA, ss. December 28, 1971

Personally appeared the above named Mary Marvin Breckinridge Patterson and Jefferson Patterson, her husband, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature]

Notary Public

Received JAN 4 1972 at 11:15 AM and recorded from the original.

My commission expires: July 14, 1974
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 8, 2019
DATE ACTION REQUESTED: August 12, 2019
SUBJECT: FY21-25 Capital Program

□ ACTION
☒ DISCUSSION ONLY

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Board has asked to have input into the capital budget prior to its preparation as a means of ensuring pursuit of the Board’s policy directions. This agenda item is an open opportunity for the Board to review the current 5-year capital program and to offer its guidance as I begin to draft the next iteration.

The FY20-24 Capital Program tables, approved by the voters this past May, was my starting point this year. Projects from years FY21 through FY24 have been summarized in the attached 3-page table, organized by Department. I’ve made a few changes on my own, but haven’t reviewed these with anyone else yet. My meetings with Department Heads to review this initial list, revise it, and add year 5 will occur next week. This table is nothing more than a worksheet so please don’t read too much into it. That said, this is your starting point as well. If you see things you do or don’t like here, please let me know. Perhaps more important is for you to identify things that are missing.

Here are a few things I’d like to which I’d like to highlight:

- there are 3 all-electric vehicles with charging facilities proposed in FY21 (Code, Sohier Park, Police)
- the Mount A parking lots, restrooms and welcome center are in FY21
- I will add a separate sidewalk allocation in FY21 (Woodbridge, Plaisted and Ridge)
- our first site retrofit for MS4 is proposed at York Beach Fire Station in FY21
- Town Hall addition in FY22
- bridge replacement by the Chases Pond dam in FY23
- $1M placeholder to expand sewer up Route One in FY23
- road paving still in here at $1M annually
- other than vehicles, there is nothing energy-related in here so that will need to be added

As I said, this is all subject to change in the coming week or two, and then it will be reviewed by the Capital Planning Committee in the coming months before being submitted back to the Board of Selectmen this autumn.
| RECOMMENDATION: | n.a. |
| PROPOSED MOTION: | Please provide feedback as appropriate |

Prepared by Stephen H. Burns, Town Manager: [Signature]
<table>
<thead>
<tr>
<th>General Fund</th>
<th>Amount</th>
<th>Fiscal Year</th>
<th>Method</th>
<th>Years Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>$73,000</td>
<td>000</td>
<td>21</td>
<td>Design/Scoping</td>
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<tr>
<td>$51,000</td>
<td>000</td>
<td>21</td>
<td>Town Wide Road and Sidewalk: Construction &amp; Overlay Paving</td>
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<tr>
<td>$125,000</td>
<td>000</td>
<td>21</td>
<td>Beach Stairs/Ramps: Access Improvements - Long Sands</td>
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**Public Works**

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Amount</th>
<th>Fiscal Year</th>
<th>Method</th>
<th>Years Financed</th>
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</thead>
<tbody>
<tr>
<td>$50,000</td>
<td>000</td>
<td>24</td>
<td>Police Vehicle</td>
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</tr>
<tr>
<td>$100,000</td>
<td>000</td>
<td>23</td>
<td>Police Vehicles</td>
<td></td>
</tr>
<tr>
<td>$100,000</td>
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<td>22</td>
<td>Police Vehicles</td>
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<tr>
<td>$75,000</td>
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<td>22</td>
<td>Harbor Funds</td>
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<tr>
<td>$50,000</td>
<td>000</td>
<td>21</td>
<td>Replace SC's van with all-electric vehicle with charging facility</td>
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</table>

**Police**

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Amount</th>
<th>Fiscal Year</th>
<th>Method</th>
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<tbody>
<tr>
<td>$1,000,000</td>
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<td>24</td>
<td>Pick-up Truck Replacement</td>
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<tr>
<td>$40,000</td>
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<td>$30,000</td>
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<tr>
<td>$60,000</td>
<td>000</td>
<td>21</td>
<td>Ford Ranger Pick-up Truck</td>
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<tr>
<td>$100,000</td>
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<td>Motor Home for Police</td>
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<tr>
<td>$700,000</td>
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<td>20</td>
<td>Motor Home (Summit Road) Parking lot and Restrooms</td>
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<td>$300,000</td>
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<td>20</td>
<td>Golf Road Fields - Septic System and Related Improvements</td>
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**Parks & Rec**

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Amount</th>
<th>Fiscal Year</th>
<th>Method</th>
<th>Years Financed</th>
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</thead>
<tbody>
<tr>
<td>$73,000</td>
<td>000</td>
<td>24</td>
<td>Town Hall Sprinkler Replacements</td>
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</tr>
<tr>
<td>$200,000</td>
<td>000</td>
<td>22</td>
<td>IT Server/Back End Updates</td>
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<tr>
<td>$25,000</td>
<td>000</td>
<td>21</td>
<td>Fiber lines to TBP, YPD, DPD (810 US RT. One)</td>
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</tr>
<tr>
<td>$60,000</td>
<td>000</td>
<td>21</td>
<td>Code Fees</td>
<td></td>
</tr>
<tr>
<td>$30,000</td>
<td>000</td>
<td>23</td>
<td>Inspection Vehicle replacement</td>
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</tr>
<tr>
<td>$30,000</td>
<td>000</td>
<td>21</td>
<td>Inspection Vehicle replacement</td>
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**Code Department**

_DRAFT: August 7, 2019_

<table>
<thead>
<tr>
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<th>10</th>
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<tbody>
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<tr>
<td>$91,098,000</td>
<td>$203,000</td>
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<td>23</td>
<td>York Village Fire Department - Brush Fire Vehicle Replacement</td>
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<td>$5,165,000</td>
<td>$38,000</td>
<td>General Fund</td>
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<td>Pick-Up Truck Replacement</td>
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<tr>
<td>$7,000</td>
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<td></td>
<td>York Village Fire Dept.</td>
</tr>
<tr>
<td>$5,000</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>$5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$250,000</td>
<td>$2,000</td>
<td>bond</td>
<td>21</td>
<td>York Beach Fire Station - MISA Retort Fire (re-fills air tanks)</td>
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<tr>
<td>$2,000</td>
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</table>

Grand Total for 4 Years: $19,098,000
REQUEST FOR ACTION BY BOARD OF SELECTMEN

DATE SUBMITTED: August 7, 2019
DATE ACTION REQUESTED: August 12, 2019
☑ ACTION
□ DISCUSSION ONLY
SUBJECT: Property Redemption Request

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

RECOMMENDATION:

PROPOSED MOTION: I move to approve the property redemption of Tax Map 0089-0015-A, located at 27 Linscott Road North, as requested, subject to the condition that all taxes, interest and administrative costs are paid in full by no later than October 11, 2019 with cash or certified bank check.

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

REVIEWED BY: [Signature]
TO: Board of Selectmen
FROM: Melissa M. Avery, Assistant to the Town Manager
DATE: August 7, 2019
RE: Tax Foreclosure Redemption: Map 0089 Lot 0015-A; 27 Linscott Road North

Linda L. Kimball, former property owner of property identified as Tax Map 0089 Lot 0015-A, located at 27 Linscott Road North in York, Maine, request to redeem this property for which the Town has foreclosed after the maturing of tax lien for Fiscal Year 2017.

We are recommending to the Selectmen, that Linda L. Kimball be allowed to redeem this property providing the following condition(s) are met:

**Condition #1** – All past years and current years taxes, interest, administrative and lien costs, which total $3,154.57 shall be paid in full, to the Town of York, by no later than **October 11, 2019**.

<table>
<thead>
<tr>
<th>FY2017 TAXES AND INTEREST</th>
<th>$ 559.71</th>
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</thead>
<tbody>
<tr>
<td>FY2018 TAXES AND INTEREST</td>
<td>$ 1,210.91</td>
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<tr>
<td>FY2019 TAXES AND INTEREST</td>
<td>$ 1,183.95</td>
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<tr>
<td>ADMINISTRATIVE/LIEN COSTS</td>
<td>$ 200.00</td>
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<tr>
<td></td>
<td>$ 3,154.57</td>
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**Parcel Information**

<table>
<thead>
<tr>
<th>Map-Lot</th>
<th>Size of Lot</th>
<th>Assessed Value</th>
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<tbody>
<tr>
<td>0089-0015-A</td>
<td>.7 Acres</td>
<td>$125,200</td>
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</table>