



*Town of York*  
186 York Street  
York, Maine 03909-1314

1

Town Manager/  
Selectboard  
(207)363-1000

Town Clerk/  
Tax Collector  
(207)363-1003

Finance/  
Treasurer  
(207)363-1004

Code Enforcement  
(207)363-1002

Planning  
(207)363-1007

Assessor  
(207)363-1005

Police Department  
(207)363-1031

Dispatch  
(207)363-4444

York Beach Fire  
Department  
(207)363-1014

York Village Fire  
Department  
(207)363-1015

Public Works  
(207)363-1011

Harbor Master  
(207)363-1000

Center for Active  
Living  
(207)363-1036

Parks and  
Recreation  
(207)363-1040

Fax  
(207)363-1009  
(207)363-1019

[www.yorkmaine.org](http://www.yorkmaine.org)

**SELECTBOARD  
MEETING AGENDA  
6:00/7:00 PM MONDAY, JULY 24, 2023  
YORK PUBLIC LIBRARY  
TOWN HALL STREAMS, CH. 3**

**6:00 PM - Executive Session: Legal**

**7:00 PM - Interviews -**

7:00 PM - Matt Donnell - Harbor Board

7:05 PM - Janet Drew - YHA and Climate Action Committee

7:10 PM - Sarah Childs - Climate Action Committee

**Call to Order**

**Pledge of Allegiance**

**A. Consent Agenda**

1. July 10, 2023 Meeting Minutes
2. Election of Officers of Maine Municipal Association
3. Business License Renewals

Lobster in the Rough  
Shore Road Restaurant  
Long Beach Motor Inn  
Best Western  
Albracca B&B  
Wiggly Bridge Distillery  
Microtel Hotel  
Old York Historical Society  
Sea Latch Inn  
SBC, LLC  
Southern Maine Lobster Co.  
Anthony's Food Shop, Inc.  
Sea Turn Motel  
York Beach Residence Club

**B. Minutes**

7/21/2023 12:52:25 PM

C. Chair's Report

D. Manager's Report

E. Awards

1. York Village Fire Brush Truck

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. Members of the public shall refrain from making personal charges or disparaging remarks, or from verbal attacks upon the character or motives of Members of Town boards and committees, or commissions, of Town Staff or other Citizens of York. Questions that require extended answers or that cannot be readily answered will be referred to the Town Manager for follow-up. The Board will also read input received via the Selectboard's page on the Town web site.

Anyone who wishes to submit a written request for future agenda items can do so on the form available at this meeting or may obtain the form through the Town Manager's Office.

H. Public Hearings

1. New Business License
  - Smoothie Operator
2. Proposed Ordinance
  1. Regulate Sale and Distribution of Single-Use Plastic Food Ware

I. Endorsements

1. New Business License
  - Smoothie Operator
2. Proposed Ordinance
  1. Regulate Sale and Distribution of Single-Use Plastic Food Ware

J. Old Business

1. Action: Ellis Park Agreement

**K.     New Business**

1. Action: Renewal of YCSA contract
2. Discussion: Supplemental Building Ordinance
3. Action: Property Redemption: 37 Freeman Street Unit 10
4. Action: Age Friendly Community Endorsement
5. Action: Committee Appointments

**L.     Future Agendas**

**M.     Other Business**

**N.     Citizens' Forum**

**Adjourn**



## Selectboard's Consent Agenda

July 24, 2023

*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 Selectboard'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 Selectboard. 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 10, 2023 Meeting Minutes
2. Election of Officers of Maine Municipal Association
3. Business License Renewals

Lobster in the Rough  
Shore Road Restaurant  
Long Beach Motor Inn  
Best Western  
Albracca B&B  
Wiggly Bridge Distillery  
Microtel Hotel  
Old York Historical Society  
Sea Latch Inn  
SBC, LLC  
Southern Maine Lobster Co.  
Anthony's Food Shop, Inc.  
Sea Turn Motel  
York Beach Residence Club

*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").***

**SELECTBOARD'S  
MEETING MINUTES  
6:30 PM/7:00 PM, MONDAY, July 10, 2023  
Ch. 3, Town Hall Streams**

**6:30 PM Interviews**

6:30 Meredith Goodwin – Historic Markers Committee

6:35 Katie Eaton – Historic Markers Committee

6:40 Jeff White – Harbor Board

6:45 Wayne Boardman – Climate Action Committee

6:50 Amanda Bouchard – Harbor Board

6:55 Steven Pampreen – Climate Action Committee

**7:00 PM – Regular Meeting**

Present: Chair Todd A. Frederick, Vice Chair Robert E. Palmer, Mike Estes, Marilyn McLaughlin, Marla Johnson

Others Present: Town Manager Peter Joseph, Assistant Town Manager/HR Director Kathryn Lagasse, Assistant to the Town Manager Diana Janetos, Town Historian James Kences, Finance Director Wendy Anderson, Parks and Rec. Director Peter Murray, Recycling Committee Chair Victoria Simon, Town Clerk/Tax Collector Lynn Osgood, Finance Accountant Kristine Cartier, Finance Assistant Amy Corbett, Finance Assistant Kristie Bolton, Parks and Rec. Foreman Ryan Coite, IT Manager Alex Gagnon, Virtual CIO Erik Bordeau, Ellis Park Trustees, York High School students Maxine Adelson and Chloe Whitbread, Climate Action Plan member Kiki Tidwell and members of the public

**Call to Order**

Chair Todd A. Frederick called the meeting to order at 7:03 PM.

**Pledge of Allegiance**

**A. Consent Agenda**

1. June 26, 2023 Meeting Minutes
2. Pole Permit
3. Business License Renewals
  - The Central Restaurant and Bar
  - Walkers Maine

Moved by Robert Palmer, seconded by Marla Johnson to accept the Consent Agenda as amended. Pg. 1 of the minutes, Wayne Boardman was not present for his interview. Mike

Estes and Marla Johnson were present at the meeting. Pg. 2 of the minutes under Chair's Report, USS Dakota should be USS North Dakota. Pg. 6, Letter M, under Citizen's Forum, David Griffin should be changed to David Brinkman. Vote 5-0, motion passes.

- B. Minutes
- C. Chair's Report
- D. Manager's Report

### Town Hall Construction Update

Work is progressing nicely at the Town Hall construction project. The foundation for the "new" rear section of the building is under construction and the second floor decking for the "old" front portion of the building is now being replaced:

### Recognition of Service

I would like to take a moment to publicly recognize three employees who will be retiring within the next few months after notable lengths of service to the Town of York and its residents:

Alan Covell (Public Works)	39 years of service
Julie Ethridge (Assessing)	34 years of service
Nancy Garfield (Center for Active Living)	22 years of service

While all of our employees provide valuable services to the Town on a regular basis, some clearly have gone above and beyond in length of service as evidenced by the times above. If you see Alan, Julie, or Nancy around Town, please join me in thanking them on behalf of the entire Town!

### Ellis Short Sands Park Agreement

Town staff continues to work on the draft agreement. Additionally, we have been meeting/discussing the potential draft agreement with both the Ellis Park Directors as well as the citizens group who recently spoke before the Selectboard in order to assure that the concerns of all parties are adequately addressed in the draft agreement.

- E. Awards
  1. Green Enterprise & Recreation Overlay District (GEROD) charette contract award – Town Planning and Urban Design Collaborative, LLC.

Moved by Mike Estes seconded by Marilyn McLaughlin to authorize the Town Manager to sign the Service Agreement between the Town and TPUDC to complete the Short Sands Road Design Charrettes, Regulating Plan & Zoning Amendments." Not to exceed \$125,000. Vote 5-0, motion passes.

**F. Reports**

1. C-PACE Presentation-Efficiency Maine
2. LD 2003 Report

**G. Citizens' Forum**

1. James Kences
2. Kiki Tidwell
3. Torbert MacDonald
4. Rozanna Patane
5. Diane Altukhaim

**H. Public Hearings**

1. New Business License
  - Wild Willy's Burgers (new owner)
  - Hawaiian Jim's Shaved Ice LLC (new address)
  - The Bar Next Door

Moved by Mike Estes to open the public hearing for all 3 New Business Licenses. Without objection so ordered.

Public Comment:

- None

Moved by Todd A. Frederick to close the public hearing. Without objection so ordered.

**2. Ordinance Amendments**

**1. Accessory Dwelling Units**

Moved by Robert Palmer to open the public hearing. Without objection so ordered.

Public Comment:

- Torbert MacDonald
- Meredith Goodwin
- Steve Pampreen

- Wayne Boardman
- Kiki Tidwell
- Rozanna Patane

Moved by Todd A. Frederick to close the public hearing. Without objection so ordered.

## 2. Workforce Affordable Housing Overlay District

Moved by Robert Palmer to open the public hearing. Without objection so ordered.

### Public Comment:

- None

Moved by Todd A. Frederick to close the public hearing. Without objection so ordered.

## 3. Open Space Conservation Subdivision

Moved by Marilyn McLaughlin to open the public hearing. Without objection so ordered.

### Public Comment:

- Torbert MacDonald
- Stephanie Byrne

Moved by Todd A. Frederick to close the public hearing. Without objection so ordered.

## 4. Board of Design Review

Moved by Marla Johnson to open the public hearing. Without objection so ordered.

### Public Comment:

- Wayne Boardman

Moved by Todd A. Frederick to close the public hearing. Without objection so ordered.

## I. Endorsements



1. New Business License

- Wild Willy's Burgers (new owner)
- Hawaiian Jim's Shaved Ice LLC (new address)
- The Bar Next Door

Moved by Robert Palmer seconded by Marilyn McLaughlin to approve the following licenses:

- Wild Willy's Burgers (new owner)
- Hawaiian Jim's Shaved Ice LLC (new address)
- The Bar Next Door

All subject to taxes, fees and inspections being current and compliant with the usual noise stipulations. Vote 5-0, motion passes.

**J. Old Business**

1. Action: Committee and Volunteer of the Year

Moved by Marla Johnson seconded by Robert Palmer to award Mike Lee as Volunteer of the year. Vote 5-0, motion passes.

Moved by Marla Johnson seconded by Robert Palmer to award York River Partnership Wild and Scenic Stewardship Committee as Committee of the year. Vote 5-0, motion passes.

2. Action: Proposed Ordinances

Zoning Ordinance Amendment Accessory Dwelling Units

Changes need to go back to the Planning Board and have a second Public Hearing and then forward to the Ballot for November.

Zoning Ordinance Amendment Workforce Affordable Housing Overlay District

Bring back 8/14.

Zoning Ordinance Amendment Open Space Conservation Subdivision

Bring back 8/14.

Zoning Ordinance Amendment Site Design Review/Board of Design Review

Moved by Marilyn McLaughlin seconded by Mike Estes to forward the following ordinance amendments to the November 2023 General Referendum Ballot. Vote 5-0, motion passes.

## K. New Business

1. Action: Dendrochronology contract  
Moved by Marilyn McLaughlin seconded by Mike Estes to approve the use of up to \$2,000 from the Selectboard Contingency Fund for dendrochronology of beams salvaged from the old Town Hall building for FY24. Vote 5-0, motion passes.
2. Action: General Assistance Contract  
Moved to next meeting.
3. Action: Center for Active Living Roof – Supplemental Contingency Request  
Moved to next meeting.
4. Action: Appointment of Board Representative to the GEROD committee  
Moved by Robert Palmer seconded by Marilyn McLaughlin to appoint Mike Estes and Marilyn McLaughlin and Todd A. Frederick as the alternate to represent the Selectboard on the Green Enterprise & Recreation Overlay District Committee. Vote 5-0, motion passes.
5. Discussion: Supplemental Building Ordinance – Harry Norton  
Moved to next meeting.
6. Committee resignation  
Moved by Robert Palmer seconded by Marla Johnson to accept the resignation of Roger Clements from the Committee for Veterans Affairs with regret. Vote 5-0, motion passes.
7. Committee appointments.  
  
Moved by Robert Palmer seconded by Marla Johnson to appoint Meredith Goodwin to the Historic Markers Committee with a term expiring June 30, 2026. Vote 5-0, motion passes.  
  
Moved by Robert Palmer seconded by Marla Johnson to appoint Katie Eaton to the Historic Markers Committee with a term expiring June 30, 2026. Vote 5-0, motion passes.  
  
Will hold off on the Harbor Board until Matt Donnell is interviewed.  
  
Moved by Mike Estes, no second to appoint Steven Pampreen to the Climate Action Committee with a term expiring June 30, 2026. No vote, motion fails.  
  
Moved by Robert Palmer seconded by Marilyn McLaughlin to appoint Wayne Boardman to the Climate Action Committee with a term expiring June 30, 2026. Vote 5-0, motion passes.

**L. Future Agendas**

- Executive session with our Town Attorney re: legal update at 6 pm
- Potential Solar panel discussion on the Fire Station in York Village
- Repair of the Center for Active Living roof
- Harbor Board appointment
- Supplemental building ordinance
- Ellis Park agreement, Ambulance contract and Finance Software
- Renewal of the GA contract

**M. Other Business**

**N. Citizens' Forum**

1. None

**Adjourn**

At 10:22 PM Chair Todd A. Frederick adjourned the meeting. Without objection, so ordered.

Respectfully Submitted,

Diana Janetos



**MAINE MUNICIPAL ASSOCIATION**  
**VOTING BALLOT**

**Election of MMA Vice President and Executive Committee Members**

*Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 18, 2023*

**VICE-PRESIDENT - 1 YEAR TERM**

**Vote for One**

**Proposed by MMA Nominating Committee:**

**Melissa Doane, Town Manager, Town of Bradley**

☐

**EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM**

**Vote for Three**

**Proposed by MMA Nominating Committee:**

**Shiloh LaFreniere, Town Manager, Town of Jay**

☐

**Nathaniel Rudy, Town Manager, Town of Gray**

☐

**Dina Walker, Selectperson, Town of Weld**

☐

*Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.*

*The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.*

**Date:** \_\_\_\_\_ **Municipality:** \_\_\_\_\_

**Signed by a Municipal Official designated by a majority of Municipal Officers:**

**Print Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**OR Signed by a Majority of Municipal Officers**

**Current # of Municipal Officers:** \_\_\_\_\_

**Print Names:**

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**Signatures:**

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**Return To:**  
**MMA Annual Election**  
**Maine Municipal Association**  
**60 Community Drive**  
**Augusta, Maine 04330**  
**Email: [tchavarie@memun.org](mailto:tchavarie@memun.org)**

**MAINE MUNICIPAL ASSOCIATION  
BIOGRAPHICAL SKETCH OF  
PROPOSED SLATE OF NOMINEES FOR 2024 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT  
(1-Year Term)**

**MELISSA DOANE (TOWN MANAGER, TOWN OF BRADLEY)**

**Professional & Municipal Experience:**

- Town Manager, Clerk, Treasurer, Tax Collector, General Assistance Administrator, Registrar of Voters and Road Commissions, Town of Bradley, Maine (2005 – present)
- Membership Coordinator, GrowSmart of Maine (2016 – 2020)
- Secretary/Administrative Assistant, Roy Associates, CPAs (2004 – 2005)
- Administrative Assistant/Town Agent, Town of Bradley, Maine (1998 – 2004)
- Coor, Clinical Operations/Secretary/Patient Accounts/Registrations, Neurology Associates, (1994 – 1998)
- Secretary/Receptionist, Dr. James Iannetta Medical Office (1991 – 1994)

**Other Experience, Committees and Affiliations:**

- Member, MMA Executive Committee (2019 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2019 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2019 – present)
- Member, MMA Strategic & Finance Committee (2019 – present)
- Member, Executive Board, Municipal Review Committee (2021 – present)
- Member, Executive Board, Maine Town, City & County Management Association (2016 – present)
- Co-Chair Membership Committee, Maine Town, City & County Management Association (2016 – 2020)
- Chair, Sponsorship Committee, Maine Town, City & County Management Association (2020)
- Member, Maine Town, City & County Management Association (2005 – present)
- Member, Maine Town & City Clerks Association
- Member, Maine Municipal Tax Collectors & Treasurer Association
- Member, Maine Welfare Directors Association
- President, Executive Board, Living History Museum, Maine Forest and Logging Museum

**Education:**

- Business Management Studies, Husson College
- Associate degree, Business Management, Beal College
- Associate degree, Office Management, Beal College
- Associate College Preparation, Foxcroft Academy

**Awards and Certifications:**

- Certified Municipal Manager, Maine Town, City & County Management Association
- Rookie of the Year Award, Maine Town, City & County Management Association (2009)
- State of Maine Notary
- State of Maine Dedimus Justice

**MMA EXECUTIVE COMMITTEE MEMBERS**  
**(3-Year Terms)**

**SHILOH LaFRENIERE (TOWN MANAGER, TOWN OF JAY)**

**Professional & Municipal Experience:**

- Town Manager, Town of Jay (2014 - present)
- Treasurer, North Jay and Jay Village Water District (2005 - 2022)
- Code Enforcement Officer, Town of Jay (1997 - 2014)
- Environmental Cod Administrator, Town of Jay (1997 - 2010)
- Wellness Coordinator, Town of Jay (2005 - 2014)
- E911 Addressing Officer, Town of Jay (2010 - 2014)
- Deputy Finance Director, Town of Jay (2012 - 2014)

**Other Experience, Committees and Affiliations:**

- Institute for Civic Leadership, Maine Development Foundation (2022)
- Member, Maine Town, City & County Management Association (2014 - present)
- Maine Town, City and County Management Association, Ethics Committee (2020 - present) and Membership Services Committee (2021 - present)
- Androscoggin Valley Council of Governments, Vice President (2022 - present); Executive Committee (2019 - present)
- Past Member of the State of Maine Technical Building Codes and Standards Boards (2008 - 2014)
- NorthStar Ambulance Advisory Board (2014 - present)
- Member, Jay-Livermore-Livermore Falls Chamber of Commerce (2014 - present)

**Education:**

- BS in Business Management, Liberty university, Lynchburg, VA (December 1996)

**Awards and Certifications:**

- Rising Star Award, Maine Town, City & County Management Association (2017)
- State of Maine Notary

**NATHANIEL RUDY (TOWN MANAGER, TOWN OF GRAY)**

**Professional & Municipal Experience:**

- Town Manager, Town of Gray (2021 - present)
- City Manager, City of Hallowell (2016 - 2021)
- Executive Director, Waterville Creates (2014 - 2016)
- Director of Planning and Development, City of Gardiner (2011 - 2014)
- Business Development Specialist (2010 - 2011)

**Other Experience, Committees and Affiliations:**

- Member, Maine Municipal Association Legislative Policy Committee (2018 - 2021; 2022 - present)
- Member, Governor's Commission on Volunteerism aka Volunteer Maine (2020 - 2023)
- Board of Directors, Maine Council on Aging (2019 - 2023)
- Program Advisory Committee, University of Maine School of Architecture (2016 - present)
- Board of Directors, EcoMaine (2021 - 2022)
- Board of Directors and Treasurer, Kennebec Valley Humane Society (2019 - 2021)
- Board of Directors, Delta Ambulance (2017 - 2021); Vice President (2020 - 2021); Finance Committee (2019 - 2021)
- General Assembly, Kennebec Valley Council of Governments (2016 - 2017 and 2020 - 2021); Secretary of Executive Committee (2016 - 2017)
- Board of Directors, Independent Retailers Shared Services Collaborative (2012 - 2021); Treasurer (2012 - 2021)
- Board of Directors, Maine Craft Association (2012 - 2018; Vice President, 2014 - 2018)

## **NATHANIEL RUDY (TOWN MANAGER, TOWN OF GRAY) *(continued)***

- Executive Director and Board Secretary, Gardiner Board of Trade (2011 - 2014)
- International City / County Managers Association
- Maine Town / City / County Managers Association
- Maine Association of Realtors (2013 to 2020)

### **Education:**

- Master of Business Administration, 4.0 GPA, Thomas College, Waterville, Maine
- B.S., Environmental Science and Engineering, Cum Laude, 3.5 GPA
- Virginia Polytechnic Institute and State University (Virginia Tech), Blacksburg, Virginia
- Harvard Kennedy School Executive Education Program, Negotiation Strategies (2023)
- Harvard Kennedy School Executive Education Program, State and Local Government (2019)
- New England Economic Development Course, Thomas College (2010)
- Graduate studies in Civil and Environmental Engineering, Virginia Tech

### **Awards and Certifications:**

- Certified Manager, International City / County Managers Association (2023)
- Certified Manager, Maine Town / City / County Manager Association (2019 - 2025)
- Community Development Block Grant Administrator (2018)
- Build Maine Conference Team, Lewiston, Maine (2017 - 2021)
- CityWorks(X)po Conference Fellow, Roanoke, Virginia (2017)
- Maine Licensed Real Estate Broker (2013 - 2020)
- Lead on several Grant Awards (*e.g., US Environmental Protection Agency Brownfields Assessment grant; Maine Bureau of Parks and Lands Submerged Lands Program, Harbor Management and Access Grant Program; Maine Centers for Disease Control and Prevention, Keep ME Healthy grant; Hallowell Fire Station construction grant, private and donation; American Association of Retired People Age-Friendly Community Assessment grant; Harold Alfond Foundation grant; Orton Family Foundation Heart & Soul Community Planning grant; National Park Service Preserve America grant, etc.*)

## **DINA WALKER (SELECTPERSON, TOWN OF WELD)**

### **Professional & Municipal Experience:**

- Selectperson, Assessor and Overseer of the Poor, Town of Weld (2021 – current)
- Election Day Volunteer, Town of Weld (2019 – current)
- Partner, Jones Day (Law Firm), Beijing, China (2016 – 2018)
- International Partner, King & Wood Mallesons (Law Firm), Beijing, China (2012 – 2016)
- Managing Associate, Linklaters LLP (Law Firm), Beijing, China (2011 – 2012)
- Senior Associate, Dewy & LeBoeuf LLP (Law Firm), Beijing, China and Houston, Texas (2009 – 2011)
- Associate, Baker & Daniels, LLP (Law Firm), Indianapolis, Indiana (2005 – 2009)
- Judicial Law Clerk, the Honorable Richard K. Eaton, US Court of International Trade (2004 – 2005)

### **Other Experience, Committees and Affiliations:**

- *Rutgers Law Review*, Editor-in-Chief (2003 – 2004)
- Founder and Organizer, Women's International Forum on Energy (2013 -2016)

### **Education:**

- Rutgers University School of Law, Newark, New Jersey, J.D. (2004)
- University of Pennsylvania, Philadelphia, Pennsylvania, B.A., International Relations (2000)

### **Awards and Certifications:**

- *The Legal 500 (2016)*: “Highly Recommended” Lawyer In the Areas of Projects and Energy (China)
- State of New York, Bar Admission (retired)
- State of Indiana, Bar Admission (inactive)



# MAINE MUNICIPAL ASSOCIATION **SINCE 1936**

60 Community Drive | Augusta, ME 04330-9486  
1-800-452-8786 (in state) | (t) 207-623-8428

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Catherine Conlow, MMA Executive Director

DATE: July 7, 2023

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

**Deadline: Friday, August 18, 2023, by 12:00 noon**

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**Nomination Process** – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and on the MMA Executive Committee. The MMA Nominating Committee completed its task in May and put forth the 2024 Proposed Slate of Nominees to member municipalities.

**Petition Process** – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 7, by 4:30 pm. There were no municipal officials nominated by petition.

***It is now time for each member municipality to cast its official vote.***

**Election Process** – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “Write-in Candidates” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers **or** a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 18, 2023. We have enclosed a self-addressed self-stamped envelope for your convenience. MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Elaine Aloes, Chair of the Selectboard, Town of Solon.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at [www.memun.org](http://www.memun.org) the following Monday. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held on Wednesday, October 4. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2024.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at [tchavarie@memun.org](mailto:tchavarie@memun.org). Thank you.





## REQUEST FOR ACTION BY THE SELECTBOARD

DATE SUBMITTED: July 20, 2023

DATE ACTION REQUESTED: July 24, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

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 Licenses attached.

PROPOSED MOTION: I move to approve the following licenses:

Lobster in the Rough  
Shore Road Restaurant  
Long Beach Motor Inn  
Best Western  
Albracca B&B  
Wiggly Bridge Distillery  
Microtel Hotel  
Old York Historical Society  
Sea Latch Inn  
SBC, LLC

Southern Maine Lobster Co.  
Anthony's Food Shop, Inc.  
Sea Turn Motel  
York Beach Residence Club

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

PREPARED BY: Diana Janetos

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: 11tr Corp DBA lobster in the rough

Street Address: 1000 US Rt one

Business Owner: Sean Mitchell & Brian Steer Business Manager: Sean Mitchell

Mailing Address: PO Box 449 Mailing Address: \_\_\_\_\_

Cape Neddick ME 03902

Phone Number: 207 363-1285 Phone Number: 337-2786

E-mail Address: \_\_\_\_\_ E-mail Address: TheRoughYork@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: 75 / \_\_\_\_\_ (Existing / Proposed)

\_\_\_ Liquor License (F/P)

\_\_\_ Bottle Club License (F/P)

**Entertainment:**

☒ Special Amusement License (C/F/P)

\_\_\_ Dance Hall License (F/P)

\_\_\_ Bowling Alley License (C/F)

\_\_\_ Coin-Operated Amusement License (P)

\_\_\_ Off-Premise Catering (P)

\_\_\_ Bingo, Beano and Games of Chance (P)

**Miscellaneous:**

\_\_\_ Transient Seller's License (P)

\_\_\_ Flea Market License (C)

\_\_\_ Junkyard, Auto Graveyard/Recycling License (C/F/P)

\_\_\_ Medical Marijuana (P)

\_\_\_ Other: \_\_\_\_\_

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

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	4496		
Expiration Date(s):	5/18/24		
Classification(s):	Tier 3		

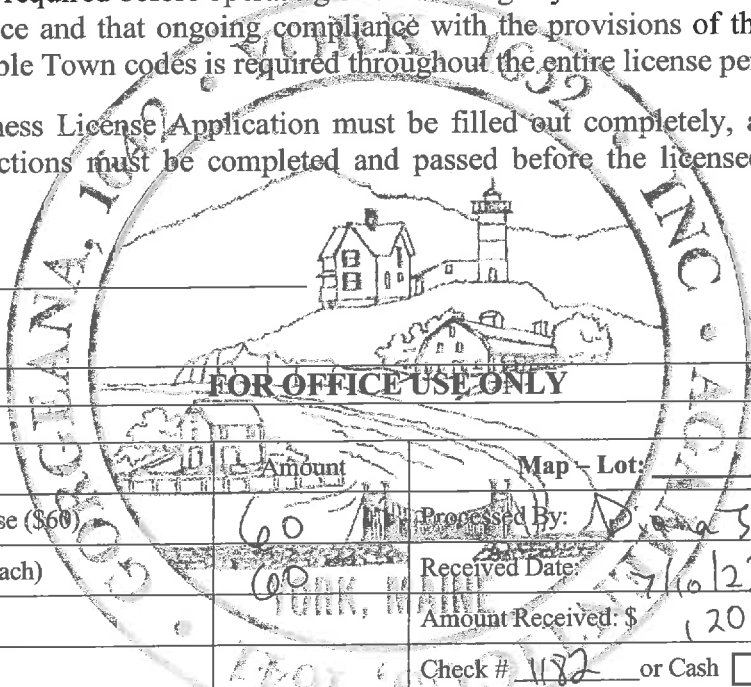
**FEES:** Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or check only; Please make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

*Please read the following and sign to complete your application:*

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

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

Signature \_\_\_\_\_



**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____
Application and First License (\$60)		60	Processed By: Diana Sanetos
Subsequent Licenses (\$30 each)		60	Received Date: 7/6/23
New License Fee (\$50)			Amount Received: \$ 120
License Amendment (\$25)			Check # 1182 or Cash <input type="checkbox"/>
Other: _____			
TOTAL DUE		\$ 120	LICENSE #: _____
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	
Selectboard	Town Manager for the Selectboard	Date	Special Conditions (Attached if Necessary) YES NO

THE TOWN OF  
**YORK, MAINE**

186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

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

Business Name: SHORE ROAD RESTAURANT  
Street Address: 10 SHORE ROAD YORK ME  
Business Owner: DANIEL TUOHIG Business Manager: /  
Mailing Address: PO BOX 452 Mailing Address: \_\_\_\_\_  
YORK BEACH 03910  
Phone Number: 603 401 0823 Phone Number: \_\_\_\_\_  
E-mail Address: SHORE ROAD RESTAURANT@GMAIL E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

**Lodging:**

\_\_\_ Bed and Breakfast License (C/F)

\_\_\_ Innkeeper License (C/F)

Number of Rooms: \_\_\_

**Entertainment:**

\_\_\_ Special Amusement License (C/F/P)

\_\_\_ Dance Hall License (F/P)

\_\_\_ Bowling Alley License (C/F)

\_\_\_ Coin-Operated Amusement License (P)

\_\_\_ Bingo, Beano and Games of Chance

**Food and Beverage:**

☒ Food Service License (C/F)

Number of Seats: 34 / \_\_\_ (Existing / Proposed)

\_\_\_ Liquor License (F/P)

\_\_\_ Bottle Club License (F/P)

**Miscellaneous:**

\_\_\_ Transient Seller's License (P)

\_\_\_ Flea Market License (C)

\_\_\_ Junkyard, Auto Graveyard/Recycling License (C/F/P)

\_\_\_ Medical Marijuana (P)

\_\_\_ Other: \_\_\_\_\_

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

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

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

*Please read the following and sign to complete your application:*

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

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

Signature \_\_\_\_\_

\_\_\_\_\_

FEES		Map - Lot: _____	
Application and First License (\$60)	Amount: _____	Processed By: <u>Georgiana Tanetos</u>	
Subsequent Licenses (\$30 each)		Received Date: <u>7/17/23</u>	
New License Fee (\$50)		Amount Received: \$ <u>60</u>	
License Amendment (\$25)		Check # <u>6551</u> or Cash <input type="checkbox"/>	
Other: _____			
TOTAL DUE \$ <u>60</u>		LICENSE #: _____	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	
Selectboard	Town Manager for the Selectboard _____	Date _____	Special Conditions (Attached if Necessary) YES NO

THE TOWN OF  
YORK, MAINE

186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

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

Business Name: Long Beach Motor Inn  
Street Address: 271 Long Beach Motor Inn  
Business Owner: GARY GROSSMAN Business Manager: SILVIA GROSSMAN  
Mailing Address: P.O. Box 1615 Mailing Address: same  
Phone Number: 207-363-5481 0390 Phone Number: 1652  
E-mail Address: lbgrossman@yahoo.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: 32

**Food and Beverage:**

☐ Food Service License (C/F)

☐ Number of Seats: \_\_\_\_\_

☐ Liquor License (F/P)

☐ Bottle Club License (F/P)

\_\_\_\_ (Existing / Proposed)

**Entertainment:**

☐ Special Amusement License (C/F/P)

☐ Dance Hall License (F/P)

☐ Bowling Alley License (C/F)

☐ Coin-Operated Amusement License (P)

☐ Off-Premise Catering (P)

☐ Bingo, Beano and Games of Chance (P)

**Miscellaneous:**

☐ Transient Seller's License (P)

☐ Flea Market License (C)

☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)

☐ Medical Marijuana (P)

☐ Other: \_\_\_\_\_

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

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -



Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	5011	23509	
Expiration Date(s):	2024	2024	
Classification(s):	pool	Hotel	

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

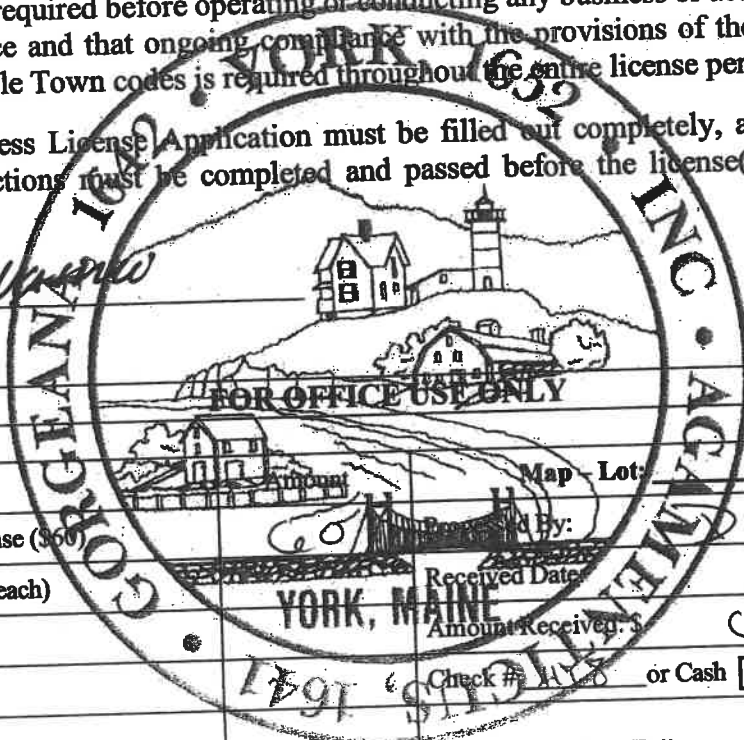
*Please read the following and sign to complete your application:*

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

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

Signature

*Susan [Signature]*  
7/17/23



FEES		Map	Lot
Application and First License (\$60)			
Subsequent Licenses (\$30 each)			
New License Fee (\$50)			
License Amendment (\$25)			
Other:			
TOTAL DUE \$ 60		Received By: <i>Diana Sanetos</i> Received Date: <i>7/17/23</i> Amount Received: <i>60</i> Check # <i>1128</i> or Cash <input type="checkbox"/>	
		LICENSE #: _____	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	
Selectboard	Town Manager for the Selectboard	Date	Special Conditions (Attached if Necessary) YES NO



THE TOWN OF  
**YORK, MAINE**

186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

Date Received: 7/1/23  
Date Due: 7/15/23  
Accounting Period:  
Approved By: JAW  
Pay by (Check/CC/ACH): Check  
COA:  
COA:  
COA: 60330

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

Business Name: best western york inn  
Street Address: 2 brickyard lane, York ME 03909  
Business Owner: ocean hospitality inc Business Manager: DAVE PATEL  
Mailing Address: 2. brickyard lane Mailing Address: same as business  
York ME 03909  
Phone Number: 207.363.8403 Phone Number: \_\_\_\_\_  
E-mail Address: DAVE@INRHOTELS.COM E-mail Address: \_\_\_\_\_

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

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

Please indicate which Licenses or Local Approvals you seek:

**Lodging:**

\_\_\_\_ Bed and Breakfast License (C/F)

☒ Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

**Entertainment:**

\_\_\_\_ Special Amusement License (C/F/P)

\_\_\_\_ Dance Hall License (F/P)

\_\_\_\_ Bowling Alley License (C/F)

\_\_\_\_ Coin-Operated Amusement License (P)

\_\_\_\_ Off-Premise Catering (P)

\_\_\_\_ Bingo, Beano and Games of Chance (P)

**Food and Beverage:**

\_\_\_\_ Food Service License (C/F)

Number of Seats: \_\_\_\_\_ / \_\_\_\_\_ (Existing / Proposed)

\_\_\_\_ Liquor License (F/P)

\_\_\_\_ Bottle Club License (F/P)

**Miscellaneous:**

\_\_\_\_ Transient Seller's License (P)

\_\_\_\_ Flea Market License (C)

\_\_\_\_ Junkyard, Auto Graveyard/Recycling License (C/F/P)

\_\_\_\_ Medical Marijuana (P)

\_\_\_\_ Other: \_\_\_\_\_

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

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	S107		
Expiration Date(s):	02/20/2024		
Classification(s):	Lodging Tier 3		

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

*Please read the following and sign to complete your application:*

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

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

Signature

*[Handwritten Signature]*

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____	
Application and First License (\$60)		60	Processed By: <i>[Handwritten Signature]</i>	
Subsequent Licenses (\$30 each)			Received Date: 7/19/23	
New License Fee (\$50)			Amount Received: \$ 60	
License Amendment (\$25)			Check # 001377 or Cash <input type="checkbox"/>	
Other: _____			LICENSE #: _____	
TOTAL DUE		\$ 60		
Department Approvals	Date of Approval	Department Approvals	Date of Approval	
Code Enforcement		Sewer		
Fire		Water		
Police		Tax Collector		
Selectboard	Town Manager for the Selectboard	Date	Special Conditions (Attached if Necessary) YES NO	

THE TOWN OF  
**YORK, MAINE**  
186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

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

Business Name: Albracca B+B  
Street Address: 560 York Street, York, ME 03909  
Business Owner: Dole Phiri Business Manager: Dole Phiri  
Mailing Address: P.O. Box 9 Mailing Address: P.O. Box 9  
York, ME 03909 York, ME 03909  
Phone Number: 207-216-5188 Phone Number: 207-216-5188  
E-mail Address: dole@dicaccounting.net E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

**Lodging:**

☒ Bed and Breakfast License (C/F)  
☐ Innkeeper License (C/F)  
Number of Rooms: 7

**Entertainment:**

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

**Food and Beverage:**

☐ Food Service License (C/F)  
Number of Seats: \_\_\_\_\_ / \_\_\_\_\_ (Existing / Proposed)  
☐ Liquor License (F/P)  
☐ Bottle Club License (F/P)

**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

Provide the following information about any relevant State licenses:

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

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

*Please read the following and sign to complete your application:*

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

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

Business Owner: \_\_\_\_\_

*Signature*

Have you ever been convicted of a Felony? YES / **NO**

Business Manager: \_\_\_\_\_

*Signature*

Have you ever been convicted of a Felony? YES / NO

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____ - _____	
Application and First License (\$60)			Processed By: _____	
Subsequent Licenses (\$30 each)			Received Date: _____	
New License Fee (\$50)			Amount Received: \$ _____	
License Amendment (\$25)			Check # _____ or Cash <input type="checkbox"/>	
Other: _____			LICENSE #: _____ - _____	
TOTAL DUE		\$ _____		
Department Approvals	Date of Approval	Department Approvals	Date of Approval	
Code Enforcement		Sewer		
Fire		Water		
Police		Tax Collector		
Board of Selectmen _____ <i>Town Manager for the Board of Selectmen</i>			Special Conditions (Attached if Necessary) YES NO	

THE TOWN OF  
**YORK, MAINE**

186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

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

Business Name: WISSY BRIDGE DISTILLERS  
Street Address: 445 RT 1 YORK ME 03909  
Business Owner: WISSY Bridge Distillers, LLC Business Manager: DAVE WOODS  
Mailing Address: 21 RAILROAD AVE Mailing Address: \_\_\_\_\_  
YORK ME 03909  
Phone Number: 207-363-9322 Phone Number: \_\_\_\_\_  
E-mail Address: DWOODS@WIFI.BZ E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

**Lodging:**

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

**Entertainment:**

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

**Food and Beverage:**

☒ Food Service License (C/F)  
Number of Seats: 50 / \_\_\_\_\_ (Existing / Proposed)  
☒ Liquor License (F/P)  
☐ Bottle Club License (F/P)

**Miscellaneous:**

☐ Transient Seller's License (P)  
☐ Flea Market License (C)  
☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)  
☐ Medical Marijuana (P)  
☐ 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 -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	M 10	State Distillers	
Expiration Date(s):			
Classification(s):			

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

Please read the following and sign to complete your application:

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

Business Owner:

Signature

Have you ever been convicted of a Felony? YES ☒ NO

Business Manager

Signature

Have you ever been convicted of a Felony? YES / NO

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

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____ - _____
Application and First License (\$60)	60	<del>60</del>	Processed By:
Subsequent Licenses (\$30 each)	60	30 x 2	Received Date:
New License Fee (\$50)			Amount Received: \$
License Amendment (\$25)			Check # _____ or Cash <input type="checkbox"/>
Other: _____			LICENSE #: _____ - _____
TOTAL DUE		\$ 120	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	
Board of Selectmen			Special Conditions (Attached if Necessary) YES NO
Town Manager for the Board of Selectmen _____ Date _____			

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: Super York, LLC - DBA - Microtel Inn & Suite

Street Address: 6 Market Place Drive, York ME 03909

Business Owner: Rashmika Patel

Business Manager: Saurabh Patel

Mailing Address: Market Place Drive, York ME 03909

Mailing Address:

Phone Number: 207 - 363 - 0800

Phone Number:

E-mail Address: tomyboy42@hotmail.com

E-mail Address:

Please indicate who is to be the Primary Contact with the Town:

☐ OWNER or

☐ MANAGER

Is the Business Owner same as the prior year?

☐ YES

☐ NO

☐ NEW BUSINESS

----- Please indicate which Licenses or Local Approvals you seek: -----

**Lodging:**

☐ Bed and Breakfast License (C/F)

☒ Innkeeper License (C/F)

Number of Rooms: 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 (C/F/P)

☐ Dance Hall License (F/P)

☐ Bowling Alley License (C/F)

☐ Coin-Operated Amusement License (P)

☐ Off-Premise Catering (P)

☐ Bingo, Beano and Games of Chance (P)

**Miscellaneous:**

☐ Transient Seller's License (P)

☐ Flea Market License (C)

☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)

☐ Medical Marijuana (P)

☐ Other:

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

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

-CONTINUE TO BACK PAGE OF APPLICATION-

Provide the following information about any relevant State licenses:


STATE LICENSE INFORMATION			
ID Number(s):	# 19220		
Expiration Date(s):	03/17/2024		
Classification(s):	Lodging Tier 2		

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

*Please read the following and sign to complete your application:*

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

Signature 

**FOR OFFICE USE ONLY**

<b>FEES</b>		<b>Amount</b>	<b>Map - Lot:</b> _____ - _____	
Application and First License (\$60)		60	Processed By: <u>Diane Tanetos</u>	
Subsequent Licenses (\$30 each)			Received Date: <u>7/20/25</u>	
New License Fee (\$50)			Amount Received: \$ <u>60</u>	
License Amendment (\$25)			Check # <u>356</u> or Cash <input type="checkbox"/>	
Other: _____			<b>LICENSE #:</b> _____ - _____	
<b>TOTAL DUE</b>		\$ <u>60</u>		
<b>Department Approvals</b>	<b>Date of Approval</b>	<b>Department Approvals</b>	<b>Date of Approval</b>	
Code Enforcement		Sewer		
Fire		Water		
Police		Tax Collector		
<b>Selectboard</b>			<b>Special Conditions</b> (Attached if Necessary) <b>YES NO</b>	
_____ Town Manager for the Selectboard			_____ Date	



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: Old York Historical Society  
Street Address: 3 Lindsay Rd York ME  
Business Owner: Joel Lefever Business Manager: same  
Mailing Address: P.O. Box 312 Mailing Address: \_\_\_\_\_  
York ME 03909  
Phone Number: 207-363-4974 Phone Number: \_\_\_\_\_  
E-mail Address: director@oldyork.org E-mail Address: \_\_\_\_\_

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

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

Please indicate which Licenses or Local Approvals you seek:

**Lodging:**

\_\_\_ Bed and Breakfast License (C/F)

\_\_\_ Innkeeper License (C/F)

Number of Rooms: \_\_\_

**Entertainment:**

\_\_\_ Special Amusement License (C/F/P)

\_\_\_ Dance Hall License (F/P)

\_\_\_ Bowling Alley License (C/F)

\_\_\_ Coin-Operated Amusement License (P)

\_\_\_ Off-Premise Catering (P)

\_\_\_ Bingo, Beano and Games of Chance (P)

**Food and Beverage:**

☒ Food Service License (C/F)

Number of Seats: 60 / \_\_\_ (Existing / Proposed)

\_\_\_ Liquor License (F/P)

\_\_\_ Bottle Club License (F/P)

**Miscellaneous:**

\_\_\_ Transient Seller's License (P)

\_\_\_ Flea Market License (C)

\_\_\_ Junkyard, Auto Graveyard/Recycling License (C/F/P)

\_\_\_ Medical Marijuana (P)

\_\_\_ Other: \_\_\_\_\_

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

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

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

*Please read the following and sign to complete your application:*

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

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

Signature

*Joel Hefner*

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____ - _____	
Application and First License (\$60)		60	Processed By: <i>Diane Benetos</i>	
Subsequent Licenses (\$30 each)			Received Date: <i>7/18/23</i>	
New License Fee (\$50)			Amount Received: \$ <i>60</i>	
License Amendment (\$25)			Check # <i>21492</i> or Cash <input type="checkbox"/>	
Other: _____			LICENSE #: _____ - _____	
TOTAL DUE		\$ <i>60</i>		
Department Approvals	Date of Approval		Department Approvals	Date of Approval
Code Enforcement			Sewer	
Fire			Water	
Police			Tax Collector	
Selectboard			Special Conditions (Attached if Necessary) YES NO	
Town Manager for the Selectboard			Date	

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: Beach House LLC DBA Sea Tatch  
Street Address: 277 Long Beach Ave.  
Business Owner: Beach House LLC Business Manager: Taylor Perkins  
Mailing Address: 277 Long Beach Ave Mailing Address: 780 York Street, York, ME  
Phone Number: 207-363-4400 Phone Number: 615 972-8711  
E-mail Address: \_\_\_\_\_ E-mail Address: Taylor@theSurfcompany.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: 72

**Entertainment:**

\_\_\_ Special Amusement License (C/F/P)

\_\_\_ Dance Hall License (F/P)

\_\_\_ Bowling Alley License (C/F)

\_\_\_ Coin-Operated Amusement License (P)

\_\_\_ Off-Premise Catering (P)

\_\_\_ Bingo, Beano and Games of Chance (P)

**Food and Beverage:**

\_\_\_ Food Service License (C/F)

Number of Seats: \_\_\_ / \_\_\_ (Existing / Proposed)

\_\_\_ Liquor License (F/P)

\_\_\_ Bottle Club License (F/P)

**Miscellaneous:**

\_\_\_ Transient Seller's License (P)

\_\_\_ Flea Market License (C)

\_\_\_ Junkyard, Auto Graveyard/Recycling License (C/F/P)

\_\_\_ Medical Marijuana (P)

\_\_\_ Other: \_\_\_\_\_

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

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

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

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

*Please read the following and sign to complete your application:*

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

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

Signature

*[Handwritten Signature]*  
*Manager*

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____ - _____	
Application and First License (\$60)		60	Processed By: <i>Diana Tanetos</i>	
Subsequent Licenses (\$30 each)			Received Date: <i>7/20/23</i>	
New License Fee (\$50)			Amount Received: \$ <i>110.00</i>	
License Amendment (\$25)			Check # <i>1036</i> or Cash <input type="checkbox"/> <i>owe \$50 back</i>	
Other: _____			LICENSE #: _____ - _____	
TOTAL DUE		\$ <i>60</i>		
Department Approvals	Date of Approval		Department Approvals	Date of Approval
Code Enforcement			Sewer	
Fire			Water	
Police			Tax Collector	
Selectboard			Special Conditions (Attached if Necessary) YES NO	
Town Manager for the Selectboard			Date	

HC 2997 / CLR 25052

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: SBC LLC

Street Address: 19 White Birch

Business Owner: Ron Fousek Business Manager: Ron Fousek

Mailing Address: 60 Young Street Mailing Address: South Berwick ME 03908

Phone Number: 603-275-2251 Phone Number:

E-mail Address: wingiron@gmail.com E-mail Address:

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

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

Please indicate which Licenses or Local Approvals you seek:

### Lodging:

☐ Bed and Breakfast License (C/F)

☐ Innkeeper License (C/F)

Number of Rooms:

### Food and Beverage:

☐ Food Service License (C/F)

Number of Seats:

☐ Liquor License (F/P)

☐ Bottle Club License (F/P)

(Existing / Proposed)

### Entertainment:

☐ Special Amusement License (C/F/P)

☐ Dance Hall License (F/P)

☐ Bowling Alley License (C/F)

☐ Coin-Operated Amusement License (P)

☐ Off-Premise Catering (P)

☐ Bingo, Beano and Games of Chance (P)

### Miscellaneous:

☐ Transient Seller's License (P)

☐ Flea Market License (C)

☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)

☒ Medical Marijuana (P)

☐ Other:

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

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

☒ Police Department: (207) 363-1031

☒ Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION		
ID Number(s):	CCR-25052	FIC 2997
Expiration Date(s):	July 2024	June 2024
Classification(s):		

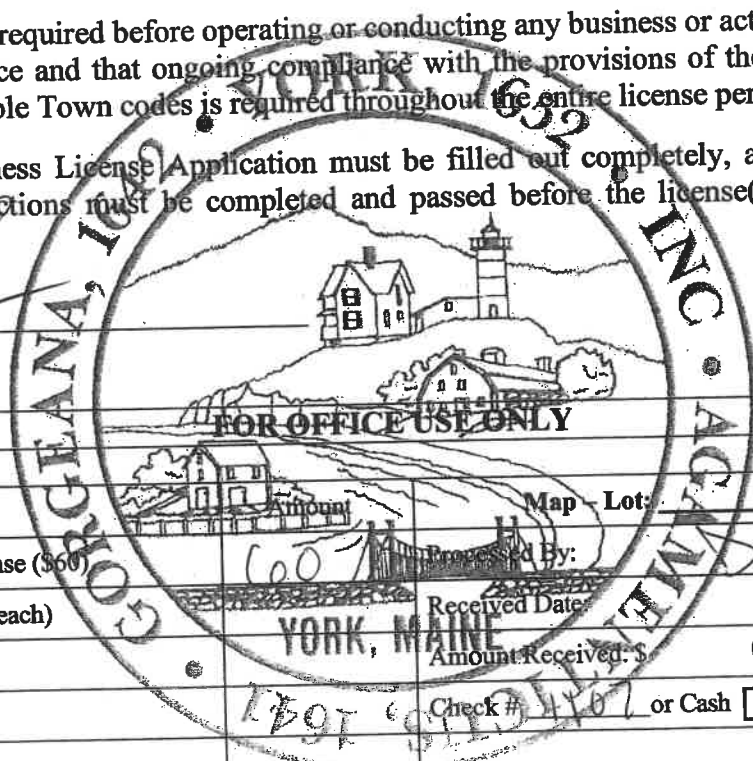
**FEES:** Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or check only; Please make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

Please read the following and sign to complete your application:

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

Signature \_\_\_\_\_



FEES		Map - Lot: _____	
Application and First License (\$60)	60	Processed By: _____	
Subsequent Licenses (\$30 each)		Received Date: 7/20/23	
New License Fee (\$50)		Amount Received: \$ 60	
License Amendment (\$25)		Check # 4407 or Cash <input type="checkbox"/>	
Other: _____		LICENSE #: _____	
TOTAL DUE \$ 60			
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	
Selectboard	Town Manager for the Selectboard _____	Date _____	Special Conditions (Attached if Necessary) YES NO

THE TOWN OF  
**YORK, MAINE**

186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

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

Business Name: Southern Maine Lobster Co. \_\_\_\_\_

Street Address: 1021 US Route One \_\_\_\_\_

Business Owner: Bruce Larson \_\_\_\_\_ Business Manager: \_\_\_\_\_

Mailing Address: 1021 US Route One \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Phone Number: 207-451-7945 \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: BLarson@southernmainelobster.com \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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

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

*Please indicate which Licenses or Local Approvals you seek:*

**Lodging:**

\_\_\_\_ Bed and Breakfast License (C/F)

\_\_\_\_ Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

**Entertainment:**

\_\_\_\_ Special Amusement License (C/F/P)

\_\_\_\_ Dance Hall License (F/P)

\_\_\_\_ Bowling Alley License (C/F)

\_\_\_\_ Coin-Operated Amusement License (P)

\_\_\_\_ Off-Premise Catering (P)

\_\_\_\_ Bingo, Beano and Games of Chance (P)

**Food and Beverage:**

☒ Food Service License (C/F)

Number of Seats: 0 / \_\_\_\_\_ (Existing / Proposed)

\_\_\_\_ Liquor License (F/P)

\_\_\_\_ Bottle Club License (F/P)

**Miscellaneous:**

\_\_\_\_ Transient Seller's License (P)

\_\_\_\_ Flea Market License (C)

\_\_\_\_ Junkyard, Auto Graveyard/Recycling License (C/F/P)

\_\_\_\_ Medical Marijuana (P)

\_\_\_\_ 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 -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	205310		
Expiration Date(s):	11/5/24		
Classification(s):	D.M.R		

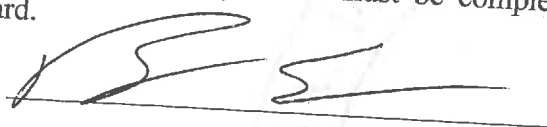
**FEES:** Each application will incur a \$60 fee, plus \$30 for each license after the first. All NEW applications will have an additional \$50 fee, and all license amendments will have a \$25 fee. All fees are to be paid at time of submittal and shall be non-refundable. Cash or check only; Please make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

Please read the following and sign to complete your application:

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

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

Signature



### FOR OFFICE USE ONLY

FEES		Amount	Map - Lot: _____	
Application and First License (\$60)			Processed By: <u>Diana Taveiros</u>	
Subsequent Licenses (\$30 each)			Received Date: <u>7/20/23</u>	
New License Fee (\$50)			Amount Received: \$ <u>60</u>	
License Amendment (\$25)			Check # <u>1861</u> or Cash <input type="checkbox"/>	
Other: _____			LICENSE #: _____	
TOTAL DUE		\$ _____		
Department Approvals	Date of Approval	Department Approvals	Date of Approval	
Code Enforcement		Sewer		
Fire		Water		
Police		Tax Collector		
Selectboard	Town Manager for the Selectboard _____		Special Conditions (Attached if Necessary) YES NO	
		Date _____		



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, INC

Street Address: 679 US ROUTE 1

Business Owner: MARK GRAZIANO

Business Manager: MARK GRAZIANO

Mailing Address: 679 US ROUTE 1, YORK ME 03909 Mailing Address: 679 US ROUTE 1, YORK ME 03909

Phone Number: 207-363-2322

Phone Number: 207-3632322

E-mail Address: accounting@anthonysfoodshop.com

E-mail Address: accounting@anthonysfoodshop.com

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

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

*Please indicate which Licenses or Local Approvals you seek:*

**Lodging:**

☐ Bed and Breakfast License (C/F)

☐ Innkeeper License (C/F)

Number of Rooms: \_\_\_\_\_

**Entertainment:**

☐ Special Amusement License (C/F/P)

☐ Dance Hall License (F/P)

☐ Bowling Alley License (C/F)

☐ Coin-Operated Amusement License (P)

☐ Off-Premise Catering (P)

☐ Bingo, Beano and Games of Chance (P)

**Food and Beverage:**

☒ Food Service License (C/F)

Number of Seats: 28 / \_\_\_\_\_ (Existing / Proposed)

☐ Liquor License (F/P)

☐ Bottle Club License (F/P)

**Miscellaneous:**

☐ Transient Seller's License (P)

☐ Flea Market License (C)

☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)

☐ Medical Marijuana (P)

☐ 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

Provide the following information about any relevant State licenses:

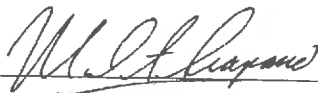
STATE LICENSE INFORMATION			
ID Number(s):	1-864		
Expiration Date(s):	01-31-2024		
Classification(s):	Convenience Store		

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

*Please read the following and sign to complete your application:*

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

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

Signature 

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____	
Application and First License (\$60)		60	Processed By: <u>Diana Sanchez</u>	
Subsequent Licenses (\$30 each)			Received Date: <u>2/17/23</u>	
New License Fee (\$50)			Amount Received: \$ <u>60</u>	
License Amendment (\$25)			Check # <u>205875</u> or Cash <input type="checkbox"/>	
Other: _____			LICENSE #: _____	
TOTAL DUE		\$ <u>60</u>		
Department Approvals	Date of Approval	Department Approvals	Date of Approval	
Code Enforcement		Sewer		
Fire		Water		
Police		Tax Collector		
Selectboard	Town Manager for the Selectboard _____		Special Conditions (Attached if Necessary) YES NO	
	Date _____			

186 York Street, York, Maine 03909

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	1039073	4999	23733
Expiration Date(s):	12/31/26	7/4/24	5/29/24
Classification(s):	Resale	DHHS, Lodging	DHHS, pool

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

*Please read the following and sign to complete your application:*

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

Signature

**FOR OFFICE USE ONLY**

FEES		Amount	Map - Lot: _____	
Application and First License (\$60)		60	Processed By: <u>Diana Savestof</u>	
Subsequent Licenses (\$30 each)			Received Date: <u>7/9/23</u>	
New License Fee (\$50)			Amount Received: \$ <u>60</u>	
License Amendment (\$25)			Check # <u>2222</u> or Cash <input type="checkbox"/>	
Other: _____			LICENSE #: _____	
TOTAL DUE		\$ <u>60</u>		
Department Approvals	Date of Approval	Department Approvals	Date of Approval	
Code Enforcement		Sewer		
Fire		Water		
Police		Tax Collector		
Selectboard	Town Manager for the Selectboard		Date	
			Special Conditions (Attached if Necessary) YES NO	

THE TOWN OF  
**YORK, MAINE**

186 York Street, York, Maine 03909

**BUSINESS LICENSE APPLICATION**

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

Business Name: York Beach Residence Club

Street Address: 1 Ocean Avenue

Business Owner: YBRC Owners Association

Business Manager: Catherine Morgillo

Mailing Address: 1 Ocean Avenue #7  
York, ME 03909

Mailing Address: same

Phone Number: (207) 363-0900

Phone Number: (207) 361-7204

E-mail Address: elaine@yorkbeachclub.com

E-mail Address: director@yorkbeachclub.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 and call the Departments associated in parentheses:*

**Lodging:**

☐ Bed and Breakfast License (C/F)

☒ Innkeeper License (C/F)

Number of Rooms:       

**Food and Beverage:**

☐ Food Service License (C/F)

Number of Seats:        (Existing / Proposed)

☐ Liquor License (F/P)

☐ Bottle Club License (F/P)

**Entertainment:**

☐ Special Amusement License (C/F/P)

☐ Dance Hall License (F/P)

☐ Bowling Alley License (C/F)

☐ Coin-Operated Amusement License (P)

☐ Off-Premise Catering (P)

☐ Bingo, Beano and Games of Chance (P)

**Miscellaneous:**

☐ Transient Seller's License (P)

☐ Flea Market License (C)

☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)

☐ Medical Marijuana (P)

☐ Other:       

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

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	26577		
Expiration Date(s):	4/12/2024		
Classification(s):	Lodging Tier 2		

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

*Please read the following and sign to complete your application:*

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

Business Owner:

*Claire Morgillo, Treasurer*  
Signature

Business Manager:

*C Morgillo*  
Signature

**FOR OFFICE USE ONLY**

FEES	Amount	Map - Lot:
Application and First License (\$60)	60.00	Processed By: <i>Diana Savetos</i>
Subsequent Licenses (\$30 each)		Received Date: <i>2/19/23</i>
New License Fee (\$50)		Amount Received: \$ <i>60</i>
License Amendment (\$25)		Check # <i>2232</i> or Cash <input type="checkbox"/>
Other: _____		LICENSE #: _____ - _____
TOTAL DUE	\$ <i>60</i>	

Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	

Board of Selectmen	Town Manager for the Board of Selectmen	Date	Special Conditions (Attached if Necessary) YES NO
--------------------	---	------	---



## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 21, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

DATE ACTION REQUESTED: July 24, 2023

SUBJECT: Brush truck purchase contract award

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The YFD in cooperation with the Town Manager and Finance Dept., plans to utilize the HGAC purchasing & prepay option to purchase the fire truck with a savings of nearly \$10,000 by doing so. This action will allow us to avoid a price increase from the manufacturer which will take effect on 7/29/23, and allow for an agreeable delivery date for this purchase.

RECOMMENDATION: To award a contract to Allegiance Fire Apparatus for \$399,987, for the purchase of a Pierce Ford F550 4x4 Initial Attack Mini Pumper.

PROPOSED MOTION: I move that a contract for purchase of a Pierce Ford F550 4 x 4 Initial Attack Mini Pumper in the amount of \$399,987 be awarded to Allegiance Fire Apparatus, and that the Town Manager be authorized to execute any documents required to effectuate said purchase.

FISCAL IMPACT: \$399,987

DEPARTMENT LINE ITEM ACCOUNT: Fund balance (\$401,000 approved on 05/23 referendum)

BALANCE IN LINE ITEM IF APPROVED: \$1,013

PREPARED BY: C.Balentine

REVIEWED BY: 

# ALLEGIANCE

— FIRE & RESCUE™ —

07/07/2023

Town of York  
York Village Fire Department, ME  
1 Firehouse Drive  
York, ME 03909

PROPOSAL BID# 709

FOR FURNISHING



FIRE APPARATUS

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Allegiance Fire & Rescue at its home office in Walpole, Massachusetts, the apparatus and equipment herein named and for the following prices:

One (1) Pierce ® Ford F550 4 x 4 1250 GPM Waterous Pumper Pumper, Initial	\$409,960.00
Attack (Mini Pumper), Ford Chassis	

(\$9,973.00)

OPTION 1 - If a 100% prepayment in the amount of \$399,987.00 per truck for a total of \$399,987.00 less any trade-ins is remitted to Allegiance Fire & Rescue within fifteen (15) days of a fully executed contract, the balance due will be \$0.00. This is a \$9,973.00 discount savings per truck for a total savings of \$9,973.00.

The above amount reflects HGAC contract pricing.

\$399,987.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 660-704 **working days** after receipt of this order and the acceptance thereof at our office at Walpole, Massachusetts, and to be delivered to you at the York Village Fire Department, ME. The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Due to upcoming engine manufacturer and EPA changes between the 2024 and 2027 model year, Prices cannot be guaranteed until a contract is executed

The right is reserved to withdraw this proposition after 01-Aug-2023.

ALLEGIANCE FIRE & RESCUE

By: *William K. O'Connor* 07 Jul 2023

William O'Connor - Vice President





## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Minuteman Fire and Rescue Apparatus, LLC. (DBA Allegiance Fire & Rescue) ("Dealer"), and Town of York a ME Municipality ("Customer") and is effective as of the last date executed by both parties (the "Effective Date").

1. Product. Customer agrees to purchase the following product, as further described in the Dealer Proposal attached hereto as Exhibit A and incorporated herein ("Product"). The Product comes with all applicable manufacturers' warranties from Pierce Manufacturing, Inc. ("Pierce") and all makers of component parts or other equipment that is part of the Product. All such warranties are included in the Dealer Proposal and/or separately attached hereto as Exhibit B.
2. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$399,986.00 ("Purchase Price"). Prices are in U.S. funds.  
In addition to the Purchase Price, Customer shall be responsible for paying for all added costs and expenses incurred by Dealer in the event that any state, federal or other regulatory agency (e.g. NFPA, DOT, EPA) requires any modifications to the Product. Dealer shall make reasonable efforts to advise the Customer of any such changes within a reasonable time and to provide Customer with documentation to support the required modifications.

Quantity	Description	Price Per Unit	Total Price
One (1)	Pierce ® Ford F550 4 x 4 1250 GPM Waterous Pumper Pumper, Initial Attack (Mini Pumper), Ford Chassis	\$409,960.00	\$409,960.00
One (1)	Discount for 100% Pre Payment	(\$9,973.00)	(\$9,973.00)
	Total		\$399,986.00

A 100% prepayment in the amount of \$399,987 per truck for a total of \$399,987 less any trade- ins is due to be remitted to Allegiance Fire & Rescue within fifteen (15) days of a fully executed contract, the balance due will be \$0. This is a \$9,973.00 discount savings per truck for a total savings of \$9,973.00.

The above amount reflects HGAC contract pricing.

Training Requirements: Standard

Other: 100% Performance Bond This contract may be subject to a chassis price increase, if the chassis OEM, sends an unfunded price increase after contract execution. This shall be a written notice by the dealer and the cost shall be transfer to the buyer.

3. **Optional Product Changes.** Customer may request changes to the Product at any time by way of a written change order. Dealer will review the request and notify Customer of any resulting changes to the Purchase Price, Delivery dates or other terms of this Agreement that will result from the change order. Dealer may accept or reject the change order request. All change orders (including new pricing and delivery dates) must be signed by the parties to be effective.
4. **Cancellation.** Customer may cancel this Agreement (or individual Units if the Product involves multiple Units in which event the cancellation fees are based on the portion of the Purchase Price for the subject Unit set forth in Section 1) prior to Delivery only by a written notice provided in accordance with Section 6. In such event, Customer shall pay Dealer the following cancellation fee as liquidated damages because actual damages would be difficult to ascertain and the following agreed upon fees are a reasonable estimate of actual damages: (a) 10% of the Purchase Price if cancellation occurs after Pierce enters the order for the Product on its computer system; (b) 20% of the Purchase Price if cancellation occurs after Pierce has completed draft Product drawings; and (c) 40% of the Purchase Price if cancellation occurs after Pierce makes any material requisition (i.e. orders material), plus an additional percentage as reasonably set by Dealer to account for additional costs and expenses incurred after material requisition, up to no more than 80% of the Purchase Price if cancellation occurs after substantial completion of the Product. Dealer shall have no obligation to mitigate damages. Customer hereby authorizes Dealer to deduct the cancellation fee from the Purchase Price being held by Dealer and return the remainder to Customer in exchange for a waiver and release of claims.
5. **Delivery, Inspection and Acceptance.** Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Delivery of the Product is scheduled to be within 660-704 working days of the Effective Date, F.O.B. York Village Fire Department, ME York, ME. Risk of loss shall pass to Customer upon Delivery. Upon Delivery, Customer shall have ten (10) business days within which to inspect the Product and, in the event of substantial non-conformance, to furnish Dealer with detailed written notice sufficient to permit Dealer to evaluate any such non-conformance. Absent timely receipt of such notice of non-conformance, the Product shall be deemed in conformance and accepted by Customer. Time is of the essence with respect to such notice. Any Product not in substantial conformance shall be remedied by Dealer by putting Pierce on written notice of such non-conformance.
6. **Notices.** All notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by either hand delivery (notice deemed delivered upon receipt) or by registered, overnight mail (notice deemed delivered one business day after mailing):

**Dealer:**

Allegiance Fire & Rescue  
2181 Providence Highway  
Walpole, Massachusetts 02081  
Fax: 508-216-6368

**Customer:**

Town of York  
York Village Fire Department, ME  
1 Firehouse Drive  
York, ME 03909

7. **Warranty Disclaimer.** The Product comes with the warranties referred to in Section 1. Dealer itself provides no warranties whatsoever. TO BE CLEAR, NEITHER DEALER NOR, ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE

PRODUCTS OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Force Majeure. Dealer shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Dealer's control which make Dealer's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, pandemics or public health emergencies, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
9. Indemnity. Customer shall indemnify, defend and hold harmless the Dealer and all of its officers, directors, employees, representatives, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of Product (and/or any part of the Product such as attachments or apparatus). In the event of any claim, Customer shall engage counsel for Dealer and Dealer shall allow Customer to direct the defense of such claim with counsel of Customer's choosing. Customer shall make good faith efforts to have Dealer dismissed from any lawsuit and shall otherwise not settle any such claim or alleged claim without first obtaining Dealer's written consent, which consent shall not be unreasonably withheld.
10. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturers of or with the other.
11. Entire Agreement / Amendments. This Agreement (including Exhibits) contains the entire agreement between the parties regarding the Product. No representations, promises, agreements, or understandings, written or oral not contained herein shall be of any force or effect. This Agreement may only be amended or modified by a written agreement signed by both parties.
12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party; provided, however, that Dealer may assign this Agreement as part of a public offering or the sale or transfer of all or substantially all of its assets.
13. Severability. The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
14. No Waiver of Rights. No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision shall affect the validity or enforceability of any other provision.
15. Governing Law / Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Massachusetts. The parties agree that any claim concerning this Agreement must be filed and adjudicated in state or federal courts located in the

Commonwealth and such courts shall be the sole and exclusive venue for the adjudication of all claims under this Agreement. The parties hereby consent to personal and subject matter jurisdiction within the Commonwealth.

**16. Counterparts / Electronic Signatures.** This Agreement may be executed in one or more counterparts. The exchange of signed copies of this Agreement by facsimile or via .pdf by email will constitute effective execution and delivery of this Agreement and may be used in the lieu of the original Agreement for all purposes.

Accepted and agreed to:

**Dealer: Allegiance Fire & Rescue**

**Customer: Town of York**

Name: William O'Connor

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

EXHIBIT A

BID #709

DEALER PROPOSAL

EXHIBIT B

BID #709

WARRANTIES



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## **PUBLIC HEARING NOTICE**

**Town of York – Selectboard**

**July 24, 2023**

**7:00 PM**

**York Public Library, Channel 3 and Townhall Streams**

The Town of York Selectboard will hold a Public Hearing on July 24, 2023, regarding New Business License Application submitted for the following:

- Smoothie Operator

If you'd like to participate, please email [djanetos@yorkmaine.org](mailto:djanetos@yorkmaine.org)



## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 13, 2023

DATE ACTION REQUESTED: July 24, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

SUBJECT: New Business License Applications

### 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 business 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 New Business Licenses attached.

PROPOSED MOTION: I move to approve the following licenses:

- Smoothie Operator

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

PREPARED BY: Diana Janetos

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: Smoothie Operator

Street Address: 9 Ocean Ave York, ME

Business Owner: Austin Carrillo Business Manager:

Mailing Address: 8 South Watson Lane Mailing Address:

Dover, NH 03820

Phone Number: 207-351-5238 Phone Number:

E-mail Address: gustin@smoothieop.com E-mail Address:

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

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

*Please indicate which Licenses or Local Approvals you seek:*

### Lodging:

☐ Bed and Breakfast License (C/F)

☐ Innkeeper License (C/F)

Number of Rooms:

### Food and Beverage:

☐ Food Service License (C/F)

Number of Seats:  (Existing / Proposed)

☐ Liquor License (F/P)

☐ Bottle Club License (F/P)

### Entertainment:

☐ Special Amusement License (C/F/P)

☐ Dance Hall License (F/P)

☐ Bowling Alley License (C/F)

☐ Coin-Operated Amusement License (P)

☐ Off-Premise Catering (P)

☐ Bingo, Beano and Games of Chance (P)

### Miscellaneous:

☐ Transient Seller's License (P)

☐ Flea Market License (C)

☐ Junkyard, Auto Graveyard/Recycling License (C/F/P)

☐ Medical Marijuana (P)

☐ Other:

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

S - Sewer District Inspection Required W - Water District Inspection Required

Code Enforcement: (207) 363-1002

Police Department: (207) 363-1031

Village Fire Department: (207) 363-1015

Beach Fire Department: (207) 363-1014

York Sewer District: (207) 363-4232

York Water District: (207) 363-2265

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

- CONTINUE TO BACK PAGE OF APPLICATION -

Provide the following information about any relevant State licenses:

STATE LICENSE INFORMATION			
ID Number(s):	002-80-3174		
Expiration Date(s):			
Classification(s):			

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

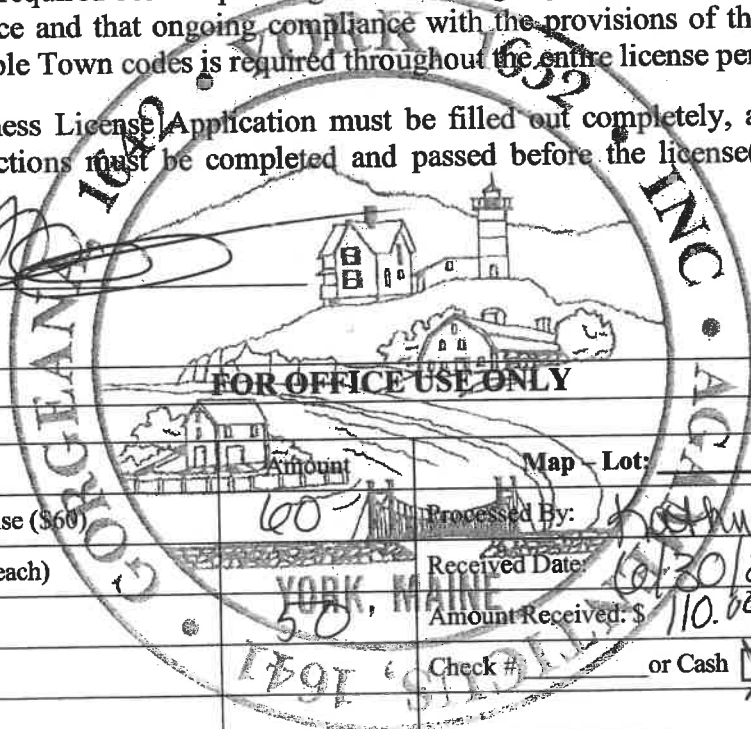
Please read the following and sign to complete your application:

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

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

Signature

*[Handwritten Signature]*



FOR OFFICE USE ONLY

FEES		Map - Lot: _____	
Application and First License (\$60)	60	Processed By: <i>[Handwritten Signature]</i>	
Subsequent Licenses (\$30 each)		Received Date: 6/30/23	
New License Fee (\$50)	50	Amount Received: \$ 110.00	
License Amendment (\$25)		Check # _____ or Cash <input checked="" type="checkbox"/> - gave to Lynn 6/30/23	
Other: _____			
TOTAL DUE \$ 110.00		LICENSE #: _____	
Department Approvals	Date of Approval	Department Approvals	Date of Approval
Code Enforcement		Sewer	
Fire		Water	
Police		Tax Collector	
Selectboard	Town Manager for the Selectboard	Date	Special Conditions (Attached if Necessary) YES NO



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## **PUBLIC HEARING NOTICE**

**Town of York – Selectboard**

**July 24, 2023**

**7:00 PM**

**York Public Library, Channel 3 and Townhall Streams**

The Town of York Selectboard will hold a Public Hearing on July 24, 2023, regarding a proposed Ordinance to Regulate Sale and Distribution of Single-Use Plastic Food Ware.

If you'd like to participate, please email [djanetos@yorkmaine.org](mailto:djanetos@yorkmaine.org)

## **Ordinance to Regulate Sale and Distribution of Single-Use Plastic Food Ware**

### **Section 1. Purpose and Intent**

The production, consumption and end of life management of Disposable Food Service Ware which includes single use plastic straws and stir sticks, cups and utensils, typically used for only a few minutes before being discarded, have significant environmental impacts including substantial greenhouse gas emissions, litter, marine pollution, environmental contamination, harm to wildlife, the depletion of precious natural resources, decrease of biodiversity, and the generation of hard-to-manage waste.

1. The United States uses hundreds of millions of straws and over 100 million plastic utensils every day. These products are unnecessary. There are reusable or biodegradable alternatives.
2. Straws, stirrers and plastic utensils are not recyclable because they are small enough to fall through recycling sorting equipment. They can also jam up equipment, hurting overall recycling.
3. The Town of York has a desire and responsibility to protect the health, welfare and safety of its residents and visitors. Plastic is not biodegradable and will eventually break down into microplastics that turn up in our food, air and water. Exposure to microplastics can lead to severe health consequences, such as neurotoxicity and increased cancer risk.
4. York High School Eco Club Plastic Reduction Task Force, on behalf of York children and young adults, are concerned about the impact of plastic pollution on their future health and safety. Students have taken the lead in creating an ordinance that will benefit the citizens and visitors of York, reduce the cost to the Town of solid waste disposal and protect our environment.
5. York has demonstrated a commitment to environmental leadership and has been a model for other towns, cities and the State of Maine. The Town of York restricted the distribution of single-use carry out bags in 2015 and Polystyrene Foam Food Containers in 2019. The State of Maine followed with an ordinance regulating both Bags and Polystyrene.
6. Public perception and awareness of plastic pollution has increased exponentially. Moreover, the problem is increasing exponentially as well, which makes it even more important for communities to take action.
7. Plastic reduction will be achieved by reducing single-use and increasing re-use. Citizens are encouraged to add reusable eating utensils and coffee mugs to their everyday carry.
8. This Ordinance is in line with York's Climate Action Plan *Goal 6.1 Reduce municipal solid waste (MSW). Recommended Actions: Pass ordinance to limit use of single-use water bottles, take-out containers and other plastics that are not biodegradable.*
9. The purpose of this ordinance is to reduce plastic waste by regulating the sale, distribution and use of single-use plastic foodware not accepted for recycling in the Town of York. This ordinance will not solve the plastic pollution crisis. Moreover, these small local steps will likely create a snowball effect leading to state, federal and international action to replace single use plastic with better alternatives.

# 1ST DRAFT - POSTED 07/10/23

## **Section 2. Authority**

This ordinance is adopted pursuant to the Town's home rule authority granted under Article VIII-A of the Maine Constitution, and Title 30-MRSA 3001.

## **Section 3. Applicability**

This Ordinance shall apply to all food and beverage providers whether or not there is a cost to consumers. This ordinance shall also apply to all municipal buildings and groups using municipal and public facilities.

## **Section 4. Definitions**

As used in this Ordinance, these terms have the following meanings:

*4.1 Beverage* means any liquid intended for drinking.

*4.2 Foodware* consists of plastic straws and stir sticks, single-use plastic cups and lids and single-use plastic utensils.

*4.3. Recyclable* means material that can be sorted, cleansed, and reconstituted using York's available recycling collection program for the purpose of using the altered form in the manufacture of a new product.

*4.4. Single-Use* refers to items that are designed to be used once and then disposed of.

*4.5. Food and Beverage Provider* means any vendor, business, store or group, including any full or limited service restaurant, cafeteria, sidewalk vendor, caterer located or operating within York, that offers beverage or food to the public for consumption regardless if there is a charge for the food or beverage. Applicable food and beverage providers include municipal facilities, schools and retail food businesses.

*4.6. Reusable Foodware* means cups, cutlery, straws and other items that are designed for prolonged use, including, but not limited to, ceramic, glass, porcelain, and metal food and beverage ware.

*4.7. Non-Recyclable Single-Use Plastic Cups and Lids* include plastic and paper beverage cups that are not accepted for recycling.

*4.8. On Request* means any person located within the town seeking single-use foodware must ask food and beverage providers for the items.

*4.9. Compostable Food ware* includes foodware made from paper, wood, sugar cane, bamboo, etc. that will biodegrade into soil either in backyard compost bins or commercial compost facilities. Compostable foodware destined for Commercial Compost Facilities must be BPI certified.

*4.10. Commercial Compost Facility* Large-scale composting designed to handle a high volume of organic waste.

4.11. *Biodegradable Products Institute (BPI)* is a non-profit, science- driven organization that tests packaging and disposable products. It is the endorsement that most reliably describes whether a product is plastic-free, low in toxins, and capable of breaking down in the environment.

4.12. *Single serving accessories* include but are not limited to plastic packets of condiments.

**Section 5. Regulation of Single-Use Plastic Food ware.**

- (a) The distribution, sale and use of single-use plastic straws, stirrers, and cutlery shall be prohibited in all retail stores and restaurants within the Town of York.
- (b) Food and beverage providers shall be required to create and promote a program that incentivizes customers to bring their own cup. Possible programs are (1) \$0.25 discount on reusable cups (2) \$.25 surcharge for disposable cups (3) reusable deposit-return cups.
- (c) When reusable food ware is not available or practical, compostable alternatives may be available upon request.
- (d) Food and Beverage Providers distributing compostable foodware shall provide a system for collecting and transporting or arranging for transport to a commercial compost facility.
- (e) Single serving accessories such as plastic packets of condiments shall be distributed upon request only.

**Section 6. Exceptions**

- 1. For individuals with a disability who require the use of a bendable single-use plastic straw for consuming hot or cold beverage.

**Section 7. Violations and Enforcement**

7.1. The Code Enforcement Officer (CEO) shall have the authority to administer and enforce this Ordinance.

7.2 Each Food and Beverage Provider as defined in 4.5 located in the Town of York, shall comply with this Ordinance.

- (a) If it is determined that a violation has occurred, the CEO shall issue a written warning to the Provider for the initial violation
- (b) If an additional violation has occurred after a written warning has been issued, the CEO shall issue a written notice of violation and shall impose a penalty against the Business.
- (c) The penalty associated with each written notice of violation shall be
  - 1) \$250 for the first offence, or
  - 2) \$500 for the second and all subsequent offenses. To be considered a second or subsequent offense, the violation must occur within one year of the most recent prior violation.
- (d) No more than one penalty shall be imposed upon a Provider within a 7-day period.
- (e) A Provider shall have 15 days following receipt of a written notice of violation to pay the penalty.

## 1ST DRAFT - POSTED 07/10/23

7.3 Any decision, action or inaction pertaining to this Ordinance may be appealed to the York County Superior Court. Any appeal must be filed within 30 days of the decision or action being appealed.

### **Section 8. Effective Date**

This ordinance shall go into effect one year after passage.

July 21, 2023

Greetings,

Since the presentation to the Board on June 12, 2023, The Plastics Reduction Task Force has met with Marla Johnson, Peter Joseph and Harry Norton and met with or spoken on the phone to: Dan Poulin, Fat Tomato, Mark Graziano, Anthony's, Jonathan Cook, Sundrop Café, Caroline Brennan, Village Scoop, Mia Kyracos, Wild Willeys, George Parmenter, Hannaford, Joe Lipton, Stones Throw/Viewpoint.

This version of the Ordinance (dated July 18, 2023) reflects input from town officials and business owners. The enforcement section is in the hands of the Code Enforcement Office.

At Monday's hearing, the Plastics Reduction Task Force will provide a brief update to explain the changes to the Ordinance. Dan Poulin, owner of Fat Tomato, Daphne Stratton Gignan, YHS graduate, Carol Libby, York Ready for Climate Action and Vanessa Berry, Natural Resources Council of Maine will speak in support of the Ordinance. Hopefully others will come forward as well.

Thanks so much,

Maxine Adelson  
Chloe Whitbread  
Aiden Ring  
Lucy Patterson

Victoria Simon (volunteer advisor)



## **Ordinance to Regulate Sale and Distribution of Single-Use Plastic Food Ware** (revised July 18, 2023)

### **Section 1. Purpose and Intent**

The production, consumption and end of life management of Disposable Food Service Ware which includes single use plastic straws, stir sticks, cups and utensils, typically used for only a few minutes before being discarded, have significant environmental impacts including substantial greenhouse gas emissions, litter, marine pollution, environmental contamination, harm to wildlife, the depletion of precious natural resources, decrease of biodiversity, and the generation of hard-to-manage waste.

1. The United States uses hundreds of millions of straws and utensils every day. There are reusable and compostable alternatives.
2. Straws, stirrers and plastic utensils are not recyclable because they are small enough to fall through recycling sorting equipment. They can also jam up equipment, hurting overall recycling.
3. The Town of York has a desire and responsibility to protect the health, welfare and safety of its residents and visitors. Plastic is not biodegradable and will eventually break down into microplastics that turn up in our food, air and water. Exposure to microplastics can lead to severe health consequences, such as neurotoxicity and increased cancer risk.
4. York has demonstrated a commitment to environmental leadership and has been a model for other towns, cities and the State of Maine. The Town of York restricted the distribution of single-use carry out bags in 2015 and Polystyrene Foam Food Containers in 2019. The State of Maine followed with an ordinance regulating both Bags and Polystyrene.
5. Plastic reduction will be achieved by reducing single-use and increasing re-use. Citizens are encouraged to add reusable eating utensils and coffee mugs to their everyday carry.
6. This Ordinance is in line with York's Climate Action Plan *Goal 6.1 Reduce municipal solid waste (MSW). Recommended Actions: Pass ordinance to limit use of single-use water bottles, take-out containers and other plastics that are not biodegradable.*
7. The purpose of this ordinance is to reduce plastic waste by regulating the sale and distribution of single-use plastic foodware not accepted for recycling in the Town of York. This ordinance will not solve the plastic pollution crisis. However, these small local steps will likely create a snowball effect leading to state, federal and international action to replace single-use plastic with better alternatives.

### **Section 2. Authority**

This ordinance is adopted pursuant to the Town's home rule authority granted under Article VIII-A of the Maine Constitution, and Title 30-MRSA 3001.

### **Section 3. Applicability**

This Ordinance shall apply to all food and beverage providers whether or not there is a cost to consumers.

#### **Section 4. Definitions**

As used in this Ordinance, these terms have the following meanings:

4.1 *Beverage* means any liquid intended for drinking.

4.2 *Foodware* consists of plastic straws and stir sticks, single-use plastic cups and lids and single-use plastic utensils.

4.3. *Recyclable* means material that can be sorted, cleansed, and reconstituted using York's available recycling collection program for the purpose of using the altered form in the manufacture of a new product.

4.4. *Single-Use Plastic* refers to items that are designed to be used once and then disposed of.

4.5. *Reusable Foodware* means cups, cutlery, straws and other items that are designed for prolonged use, including, but not limited to, ceramic, glass, porcelain, and metal food and beverage ware.

4.6. *Non-Recyclable Single-Use Cups and Lids*<sup>DRAFT</sup> include plastic and paper beverage cups that are not accepted for recycling.

4.7. *On Request* means that any person located within the town seeking single-use foodware must ask food and beverage providers for the items.

4.8. *Compostable Food ware* includes foodware made from paper, wood, sugar cane, bamboo etc. that can completely break down into natural elements without leaving toxic residue in a relatively short period of time in a commercial compost facility.

4.9. *Commercial Compost Facility* Large-scale composting designed to handle a high volume of organic waste.

4.10. *Biodegradable Products Institute (BPI)* is a non-profit, science- driven organization that tests packaging and disposable products. It is the endorsement that most reliably describes whether a product is plastic-free, low in toxins, and capable of breaking down in the environment.

4.11. *Single serving accessories* include but are not limited to plastic packets of condiments.

4.12. *Plastic* A synthetic material made up of polymeric resin often mixed with other substances called additives that can be molded when soft and formed into a solid shape.

4.13. *Coffee and tea shops* are establishments that make and serve various types of coffee and tea and may serve cold drinks such as iced coffee and tea and other beverages.

## **Section 5. Regulation of Single-Use Plastic Food ware (revised)**

- (a) The sale and distribution of single-use plastic foodware shall be prohibited in stores, full or limited service restaurants, coffee and tea shops, cafeterias, caterers and food delivery services located or operating within the Town of York.
- (b) Reusable food ware shall be used for dining-in where washing facilities exist, including restaurants and cafeterias.
- (c) Coffee and tea shops where beverages are predominantly carry-out, shall create and promote a program that incentivizes customers to bring their own cup. Examples of incentive programs are: (1) A discount on beverages when the customer brings their own cup. (2) A surcharge on **disposable** cups (3) reusable deposit-return cups.
- (d) BPI Certified compostable food ware is allowed when reusables are not available or practical. Every effort shall be made to collect and transport used compostable items to a Commercial Compost Facility.
- (e) Single serving plastic packets of condiments shall be distributed upon request. Providers may ask customers if they want condiments and may have them available at self-serve stations.

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## **Section 6. Exceptions**

- 1. Individuals with a disability who require the use of a bendable single-use plastic straw for consuming hot or cold beverage may bring one with them to use in a restaurant or municipal facility.
- 2. Health Care facilities and Congregate Care Facilities are exempt, but are encouraged to comply.

## **Section 7. Violations and Enforcement**

7.1. The Code Enforcement Officer (CEO) shall have the authority to administer and enforce this Ordinance.

7.2 Each Food and Beverage Provider and municipal entity as defined in 4.5 located in the Town of York, shall comply with this Ordinance.

- (a) If it is determined that a violation has occurred, the CEO shall issue a written warning to the Provider for the initial violation*
- (b) If an additional violation has occurred after a written warning has been issued, the CEO shall issue a written notice of violation and shall impose a penalty against the Business.*
- (c) The penalty associated with each written notice of violation shall be*
  - 1) \$250 for the first offence, or*
  - 2) \$500 for the second and all subsequent offenses. To be considered a second or subsequent offense, the violation must occur within one year of the most recent prior violation.*
- (d) No more than one penalty shall be imposed upon a Provider within a 7-day period.*
- (e) A Provider shall have 15 days following receipt of a written notice of violation to pay the penalty.*

7.3 Any decision, action or inaction pertaining to this Ordinance may be appealed to the York County Superior Court. Any appeal must be filed within 30 days of the decision or action being appealed.

**Section 8. Effective Date**

This ordinance shall become effect one year after passage.

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## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 20, 2023

DATE ACTION REQUESTED: July 24, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

SUBJECT: Agreement Ellis Short Sands Park

**DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:** Attached you will find the draft of the agreement between the Board of Directors for Ellis Short Sands Park and the York Selectboard for the operations of Ellis Short Sands Park. The current agreement expired June 30, 2023 and we are proposing a one year agreement to expire June 30, 2024. Within the draft you will see the redlined changes that we have made for the upcoming agreement. Some of the notable changes are:

1. Adding two joint meetings with the Board of Directors and the Selectboard. One in the fall and one in the spring. This will also serve as the Board of Directors annual public meetings. The Board of Directors will be responsible for providing an updated capital project plan at the fall meeting each year.
2. The Short Sands Bathhouse will an extended season and will be open April 15th through October 30th.
3. The Town will not be providing trash removal as we have moved to a carry in/carry out policy.

If approved this agreement will be in effect for one year and will be up for renewal again at the end of the spring next year.

**RECOMMENDATION:** Approve the one-year contract with the Board of Directors for Ellis Short Sands Park.

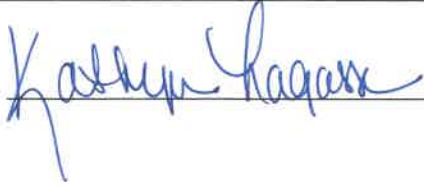
**PROPOSED MOTION:** I move to approve the agreement between the Board of Directors for Ellis Short Sands Park and the York Selectboard for the operations of Ellis Short Sands Park from July 1st, 2023-June 30th, 2024.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY:

A handwritten signature in blue ink, appearing to read "Kathryn Ragano", written over a horizontal line.

REVIEWED BY:

A handwritten signature in blue ink, appearing to read "Peter E. O'Neil", written over a horizontal line.

This agreement is made and entered into by and between the Town of York, Maine, ("Town") a municipality in York County, Maine, through its ~~Board of Selectmen~~Selectboard ("Board'.) and the ~~Trustees~~Board of Directors of ~~Board of Directors~~ for Ellis Short Sands Park ("~~Trustees~~Board of DirectorsBoard of Directors"), located in York Beach, in the Town of York, York County, Maine.

Pursuant to a certain Deed of Trust dated August 15, 1887, recorded in the York County Registry of Deeds. Book 418. Page 34; a second Deed of Trust dated July 30. 1917, recorded in the York County Registry of Deeds, Book 683, Page 397; Alpheus D. Spiller et als v. York Beach Village Corporation (case no. 1547; Me. Super. Ct., York Cty.) Decree dated January 3, 1956; and L.D. 1809 An Act Repealing the York Beach Village Corporation (Sec. 7) dated June 30. 1977, the parties mutually agree that the Park will be forever used and occupied by the public, the Town retains ownership of the land and facilities, the ~~Trustees~~Board of Directors are charged with the protection, management, and improvement of the Park, and the ~~Trustees~~Board of Directors and the Town have a shared responsibility to maintain a cooperative arrangement in the sharing of duties and responsibilities to operate the Park. A table of duties and responsible parties is attached hereto (Appendix A) and more specifically addressed below.

This Agreement as set forth below in no way is to be interpreted to restrict or limit the management and control of the Park ~~Trustees~~Board of Directors as set forth in the Deeds of Trust and the Maine Superior Court's decision in Spiller v. York Beach Village Corp nor is the agreement intended to otherwise impede the Town from protecting and securing the property for which it legally owns. except where provided in this agreement. This agreement will supersede or otherwise replace any agreements, known and unknown, between the ~~Trustees~~Board of Directors and the Town.

#### Article I - Transitional Issues

A. The parties agree that the Ellis Short Sands Trust shall be responsible for any and all liabilities for past actions, including without limitation those related to reporting income, filing or payment of taxes, related reporting or filing issues. The parties agree that neither the Town nor the ~~Trustees~~Board of Directors shall be held individually responsible for such liabilities;

1. The ~~Trustees~~Board of Directors agree to ~~set aside and maintain a sum fund~~ of at least two-hundred and fifty thousand dollars (\$250,000.00) to settle or otherwise resolve any outstanding financial liabilities to the Trust;
2. The ~~Trustees~~Board of Directors agree to report and disclose to the Town the outcome of any incurred liabilities, penalties, or costs;
3. Should the Trustee's cash reserves be expended below a balance of two-hundred and fifty thousand dollars (\$250,000.00) as the result of operational expenses, capital expenses, fees, or penalties, the Town and ~~Trustees~~Board of Directors agree to meet within fourteen ( 14) days to discuss the operational funding outlined in this agreement. The ~~Trustees~~Board of Directors agree to discuss revenue (parking and ticketing rates) and capital expense policies at any such meeting;

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B. The ~~Trustees~~Board of Directors agree to provide yearly financial statements ~~for 2015 and 2016~~, compiled and reviewed by a certified public accountant. and any other financial information the Town requests, for which a record exists;

C. ~~The TrusteesBoard of Directors agree to provide the Board with copies of the TrusteesBoard of Directors articles of incorporation for review and comment prior to adoption;~~

~~D. The TrusteesBoard of Directors agree to incorporate as a non-profit corporation and to apply for and use their best efforts to obtain tax-exempt 501(c) status from the United States Internal Revenue Service;~~

E. In all instances in this Agreement where the parties agree that the ~~TrusteesBoard of Directors~~ will reimburse the Town for services, reimbursement will be based on the cost estimates set forth in Appendix B (attached hereto and incorporated herein) or on the actual cost of providing the services, so long as the actual cost exceeds the cost estimate by no more than ~~2015~~%. If the cost of providing any service exceeds the cost estimate set forth by more than ~~2015~~%, the parties agree to meet within fourteen (14) days to discuss the operational funding outlined in this Agreement as to the service at issue. ~~If the parties cannot reach an agreement about the excess costs, the parties agree that the TrusteesBoard of Directors' reimbursement to the Town is limited to 15% over the cost estimates in Appendix B.~~

#### Article 2 – Transparency

A. ~~The TrusteesBoard of Directors agree to meet with the Board twice a year in the spring and the fall in December of each year to provide the Board with an update on the park's operations. Items for discussion will include but are not limited to; dates of operation, for the following year. Seasonal dates will be used to establish~~ staffing and services including Bathhouse hours of operation and associated staffing, parking lot and walk sweeping, and lifeguard and police coverage. ~~These meetings will also serve as public meetings ; at which time members of the public can ask questions, make comments, or otherwise provide feedback directly to the Board of Directors.~~

B. The ~~TrusteesBoard of Directors~~ agree to develop and provide an annual operating budget to the Town to utilize as part of the annual municipal budget process each fiscal year. The ~~TrusteesBoard of Directors'~~ annual operating budget is provided to the Town for informational purposes and is not subject to the Town's approval;

C. The ~~TrusteesBoard of Directors~~ agree to provide the Town with CPA prepared financial statements on an annual basis no later than November 30th for the preceding fiscal year;

D. The ~~TrusteesBoard of Directors~~ agree to provide meeting minutes from all business meetings of the ~~TrusteesBoard of Directors~~ to the Town Clerk;

E. The ~~TrusteesBoard of Directors~~ agree to develop and provide a 5-year capital improvement plan and ~~present that to the Selectboard and the public at the fall meeting. The Board of Directors is responsible to and~~ pay any, and all, capital loans and projects;

F. The Town agrees to provide and maintain a park page on the Town website for regular updates and posting of relevant documents and information;

G. ~~The Trustees agree to hold two (2) public meetings annually, at which time members of the public can ask questions, make comments, or otherwise provide feedback directly to the Trustees. The~~



~~meetings will be held in the spring and fall. Notice of the public meetings will be provided to the Town and public not less than two (2) weeks in advance.~~

#### Article 3 - Short Sands Bathhouse

- A. The Town agrees to operate and service the Short Sands bathhouse including hire and supervise bathhouse attendants. The Town agrees to provide the operation from approximately ~~May 1st~~ April 15th to October ~~30~~ 15th The ~~Trustees~~ Board of Directors agree to reimburse the Town for the bathhouse staffing and operations. ~~If the Town chooses to extend the season longer than the mutually agreed season, the Town agrees to assume the additional costs associated with the bathhouse's staffing, supervision, maintenance, and operation;~~
- B. The Town agrees to coordinate and oversee the regular maintenance and repair of the bathhouse. The ~~Trustees~~ Board of Directors agree to reimburse the Town for all costs of all repairs and maintenance;
- C. The Town agrees to provide and pay for all supplies to include paper towels, toilet paper, and necessary cleaning supplies for the bathhouse. ~~Effective the 2018 season, T~~ he ~~Trustees~~ Board of Directors agree to reimburse the Town for all such expenses;
- D. The Town agrees to provide and pay for all water and sewer utilities associated with the bathhouse facility. ~~Effective the 2018 season, T~~ he ~~Trustees~~ Board of Directors agree to reimburse the Town for all expenses.

#### Article 4 - Police Protection and Public Safety

- A. ~~Provide adequate police protection and enforcement to include a Community Service Officer from approximately 8:00am to 10:00pm between June 15th through September 17th. The Trustees agree to reimburse the Town for all costs associated with the dedicated park officer; The Town will provide police protection and enforcement including parking enforcement throughout the summer season.~~
- B. The Town agrees to police and enforce all police power ordinances over the Park, including but not limited to the Short Sands Park and Traffic Safety ordinances, including issuing parking citations;
- C. The Town agrees to provide for emergency and disaster procedures in conjunction with ~~Trustees~~ Board of Directors;
- D. The Town agrees to collect, process and deposit parking meter funds to the financial institution of the ~~Trustees~~ Board of Directors selection. The ~~Trustees~~ Board of Directors agree to reimburse the Town of all costs associated with the collection and deposit of parking meter funds;
- E. The Town agrees to collect parking fines associated with parking citations and deposit such funds in the financial institution of the ~~Trustees~~ Board of Directors' selection. The ~~Trustees~~ Board of Directors agree to reimburse the Town for the administrative costs of parking fine collection.

#### Article 5 - Park Grounds, Parking Lot and Playground

- A. The Town agrees to complete a comprehensive sweeping and cleaning of the parking lot and walk ways prior to May 1<sup>st</sup>.

B. The Town agrees to clean the park daily during the summer season (June 15 - September 15). Cleaning shall mean sweeping of the parking area, walk ways and sidewalks. ~~The Board of Directors shall reimburse the Town for all labor and personnel costs associated with the daily cleaning of the Park. The Town agrees to pay for daily cleaning for the 2017, 2018 and 2019 seasons, or so long as the current sweeper is in use by the Town, whichever is longer. Following the 2019 season or when the current sweeper is no longer in use, the Trustees Board of Directors may either 1) have the Town clean the park and pay the Town for all associated labor and personnel costs associated with the daily park cleaning as set forth in Appendix B (under no circumstances shall the Trustees Board of Directors pay any portion of the capital cost of equipment associated with the daily park cleaning), or 2) hire an independent contractor to clean the park;~~

C. The Town agrees to provide and pay for general maintenance of culverts and catch basins. The ~~Trustees~~Board of Directors agree to provide and pay for general maintenance of sidewalks within the Park;

D. The Town agrees to inspect the playground on an annual basis, to provide general maintenance and regular oversight of playground equipment, and to repair playground equipment as appropriate or when deemed necessary following inspection or observation of an issue. The ~~Trustees~~Board of Directors agree to reimburse the Town for all costs associated with maintenance and oversight of the playground:

E. The ~~Trustees~~Board of Directors agree to provide for the general maintenance of the park lawn (mowing), trees, shrubs and plantings:

F. ~~Per Town policy the Town will not provide trash or waste removal as trash is now a carryin/carry out system. The Town agrees to provide trash and waste removal and reserves the right to determine the number and placement of trash receptacles. The type of trash container will be determined by agreement of the Town the Trustees Board of Directors. For the 2017 season, the Trustees Board of Directors will provide dumpsters on-site for disposing of Park waste and will be responsible for removal of the waste, the Trustees Board of Directors shall arrange for removal of the waste at a frequency sufficient to ensure there is capacity for park waste disposal in the dumpsters. Starting with the 2018 season, the Town will provide dumpsters on-site for the exclusive purpose of disposing of Park waste, and the Town will be responsible for removal of the waste. The Trustees Board of Directors agree to reimburse the Town for the daily waste removal and costs of the dumpster(s) in season;~~

G. The ~~Trustees~~Board of Directors agree to supply and replace park benches and ~~waste containers~~ as needed. The Town agrees to collect and store benches ~~and waste containers~~ during the off-season;

H. The Town agrees to clean, install, remove and repair parking ~~meters-kiosks~~ in the spring and fall and repair during the summer season. The Town agrees to have parking ~~kiosks-meters~~ installed and operational from May 15 through October 15, ~~2017,~~ -The ~~Trustees~~Board of Directors agree to reimburse the Town for all associated expenses;

I. The ~~Trustees~~Board of Directors agree to ~~begin replace~~replacing the current parking ~~meters-kiosks~~ with a ~~mobile parking pay stations-application~~ commencing the 2023~~18~~ season. The Town agrees to coordinate the purchase and installation of ~~the parking pay stations in the park~~application. ~~The Trustees Board of Directors agree to reimburse the Town for the all associated costs of installation, maintenance, removal and storage of the parking pay stations, with the same operational season of May~~

~~15 through October 15 annually. The TrusteesBoard of Directors may defer the purchase and installation of the parking pay stations in the event the Town discontinues the use of the parking pay stations or the technology fails to become viable or ceases to function adequately;~~

J. The ~~Trustees~~Board of Directors agree to maintain the flag pole and replace when needed.

#### Article 6 - Park Superintendent

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A. The ~~Trustees~~Board of Directors agree to employ or contract a Park Superintendent to provide a single point of contact for the public, and the Town: to address and respond to day-to-day Park requests, concerns, feedback and complaints; and to address routine maintenance of all Park infrastructure the responsibility for which has not been allocated to the Town under this Agreement;

B. At no time will the Park Superintendent be responsible for supervising Town staff or be ~~pennitted~~permitted to direct or otherwise manage Town staff to complete tasks inside, or outside, the scope of the Town's responsibility, as defined by this agreement. Concerns or requests of Town staff will be communicated to the Parks and Recreation Director. Likewise, at no time shall the Town be responsible for or permitted to direct or otherwise manage the Park Superintendent;

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C. The ~~Trustees~~Board of Directors and Town agree to pursue and support a cooperative and collaborative relationship in the seasonal operation of the Park through the Park Superintendent and the Parks and Recreation Director (or their designee).

1. The Park Superintendent and Parks and Recreation Director will communicate regularly about questions, concerns and requests received by park visitors, abutters, or Town residents;
2. The Park Superintendent agrees to inform~~ma~~ the Parks and Recreation Director, as soon as ~~administratively~~ possible, when concerns or needs arise within the areas that fall under the Town's responsibility, as outlined in this agreement;
3. The Parks and Recreation Director agrees to inform~~om~~ the Park Superintendent, as soon as ~~administratively~~ possible, when concerns or needs arise within the areas that fall under the Trustee's responsibility, as outlined in this agreement;
4. Both parties agree to communicate status updates on requests and concerns to ensure issues are resolved in a timely manner and to ensure both parties remain apprised of status until issues are resolved.

~~D. Should the Trustees decide to dissolve the Park Superintendent position, the parties agree to negotiate the operational and fiscal impact.~~

#### Article 7 - Short Sands Beach

A. The Town agrees to provide and pay for adequate lifeguard coverage on Short Sands Beach between the hours of 8:00am - 5:00pm from approximately June 15 to Labor Day weekend;

B. The ~~Trustees~~Board of Directors agree to ~~provide beach cleaning for the 2017 season; enter into a beach cleaning contract to maintain the cleaning on Short Sands Beach~~ conforming to the cleaning standards set forth in Appendix C, ~~so long as the total cost of such beach cleaning does not exceed \$21,000. The Town and Trustees~~Board of Directors agree to revisit the management of beach cleaning

prior to February 1, 2018 for the 2018 summer season, under the cleaning standards set forth in Appendix C.

#### Article 8 – Entertainment

The TrusteesBoard of Directors agree to provide, schedule, promote, supervise and manage park entertainment including fireworks, concerts and special events, as determined by the TrusteesBoard of Directors.

#### Article 9- Utilities and Insurance

- A. The Town agrees to include the Park in its list of covered Town-owned properties for insurance coverage;
- B. The TrusteesBoard of Directors agree to provide flood lights and electricity used within the park;
- C. The Town agrees to keep the TrusteesBoard of Directors informed of the municipal LED streetlight replacement project and include the park in project specifications, at the TrusteesBoard of Directors request. The TrusteesBoard of Directors agree to assume any capital costs associated with park light upgrades if the TrusteesBoard of Directors elect to participate;
- D. The TrusteesBoard of Directors agree to maintain General Liability, Crime, and Directors/Officer's Liability insurance coverage. Should the TrusteesBoard of Directors employ any individuals they agree to provide Workers Compensation coverage. The TrusteesBoard of Directors agree to name the Town as an additional insured on the General Liability and Crime insurance policies. If the Town can name the TrusteesBoard of Directors as additional insureds on the Town's insurance policies related to the park, then the Town agrees to do so. The TrusteesBoard of Directors agree to require major vendors requiring insurance, with contracted services in excess of \$5,000 annually, to provide certificates of insurance that list both the TrusteesBoard of Directors and the Town as additional insureds.

#### Article 10 - Dispute Resolution

- A. While the Town and TrusteesBoard of Directors agree to work cooperatively and collaboratively to carry-out the collective goal and mission of Short Sands Park, the parties recognize there may be times when disagreements arise through the operation and management of the Park. In these instances, the parties agree to follow the procedure below;
  - 1. Step One: The Parks and Recreation Director or Park Superintendent (grievant) will bring the issue in dispute to the other's ( Park Superintendent or Parks and Recreation Director) attention as soon as administratively possible. The receiving party will evaluate the complaint and respond to the grievant within three (3) business days. Should the dispute not be resolved, the grievant may submit the dispute to either the Chairman of the Short Sands TrusteesBoard of Directors (if a Town grievance) or the Town Manager (if a TrusteesBoard of Directors' grievance) within five (5) business days of receiving the response;
  - 2. Step Two: The Town Manager or the Chairman of the Short Sands TrusteesBoard of Directors agree to respond to the respective grievant within five (5) business days of receiving the dispute. Should the dispute remain unresolved, the grievant may submit the dispute to either the Board, or the Short Sands Park TrusteesBoard of Directors, within five (5) business days of receiving the response;

3. Step Three: The Board or the Short Sands ~~Trustees~~Board of Directors agree to respond to the dispute within fifteen(15) business days of receiving the grievance. Should the dispute remain unresolved, within thirty(30) calendar days of receiving the response from the other party, the grieving party may file for non-binding mediation conducted by a neutral, third-party mediator with experience appropriate to the nature of the dispute. The parties shall evenly split the costs of mediation.

B. The dispute resolution procedure is intended to resolve non-emergency operational and financial issues of responsibility. The parties agree and recognize that emergency issues of safety and security take precedence and their immediate resolution will not be bound, restricted, impeded or otherwise delayed by the dispute resolution process outlined above.

#### Article 11 - Independent Contractors

- A. The ~~Trustees~~Board of Directors shall have the right to contract with independent contractors for ~~sservices~~services provided by the Town under this Agreement. The ~~Trustees~~Board of Directors shall notify the Town by December ~~1~~1 of their intentions to contract out services performed by the Town the following summer season. In the event the Town is not satisfied by the performance of an independent contractor hired by the ~~Trustees~~Board of Directors, the Town shall invoke the dispute resolution process of Article ~~10. above. 10.~~

#### Article 12 - Duration of Agreement

- A. This agreement shall be effective July 1, ~~2017-2023~~2023 and shall remain in full force and effect, unless mutually agreed upon, until June 30, 202~~43~~43. The parties agree to convene at least ~~one hundred and eighty~~ninety ( ~~180~~90) days prior to the expiration of the agreement to commence "good-faith" negotiations and consider revisions to this agreement that will improve the management and operations of the Park for public enjoyment. The terms and conditions of this agreement will remain in effect until a successor agreement is ratified by the Town and the ~~Trustees~~Board of Directors. This agreement may be amended in writing, prior to the expiration, by mutual agreement of the parties.

DATE BLOCK

SIGNATURE BLOCK:

YORK SELECTBOARD:

\_\_\_\_\_  
BOARD OF DIRECTORS  
FOR ELLIS SHORT SANDS PARK  
WHATEVER THE TRUSTEES  
CALL

\_\_\_\_\_  
THEMSELVES NOW

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Operational Task	Responsible Party	Party Assuming Cost
Cleaning and Maintenance of Bathhouse	Town	Trustees
Bathhouse Supplies	Town	Trustees
Bathhouse Utilities	Town	Trustees
Police Patrol	Town	Trustees
Meter Collection	Town	Trustees
Parking Enforcement	Town	Trustees
Parking Meter install/removal/maintenance	Town	Trustees
Lot/Walkway Sweeping	Town	Trustees
Culvert Catch Basin Cleaning	Town	Town
Playground Inspection	Town	Trustees
Playground Repair/Replacment	Town	Trustees
Lawn mowing/shrubs	Trustees	Trustees
Beach cleaning	Trustees	Trustees
Entertainment	Trustees	Trustees

Labor/Staffing/Contracts	Responsible Party	Party Assuming Cost
Park Superintendent	Trustees	Trustees
Beach Cleaning	Trustees	Trustees
Lawn/Grounds	Trustees	Trustees
Bathhouse Attendants	Town	Trustees
Lifegaurds	Town	Town

Department	Position/Responsibility(If of staff)	Season	Days	Daily Schedule	Hours/Day	Total Hours	Rate of Pay	Base Salary	FICA	Retirement	w/c Rate by Position	Workers Comp	Total Salary	Trustees
Parks & Recreation	Bathroom Attendants (1)	Pre-Season 4/13 - 6/14 High Season 6/15 - 9/17 Post Season 9/17 - 10/15		70 7:00 am - 7:00 pm 96 7:00 am - 10:00 pm 28 7:00 am - 7:00 pm		12 15 12	840 \$ 1440 \$ 336 \$	\$ 14,280.00 \$ 24,480.00 \$ 5,712.00	\$ 1,092.42 \$ 1,872.72 \$ 436.97		3.81% 3.81% 3.81%	\$ 544.07 \$ 932.69 \$ 217.63	\$ 15,916.49 \$ 27,257.72 \$ 6,366.63	\$ 15,901.36 \$ 27,257.72 \$ 6,360.30
	LifeGuards (2)	6/19 - 9/4 5/1 - 9/15		80 9:00 am - 5:00 pm Striped		8	640 \$	\$ 11,520.00 \$ 4,444.00	\$ 881.28 \$ 339.97		3.86% 3.86%	\$ 444.67 \$ 171.54	\$ 12,863.99 \$ 4,955.54	
	Beach Operations Manager													
	Parks Supervision (bathouse)	4/13 - 10/15		182		1.25	227.5 \$	\$ 45.00 \$ 10,237.50 \$ 70,673.50	\$ 783.17 \$ 783.17 \$ 5,406.52		3.86% 3.86%	\$ 395.17 \$ 2,705.76	\$ 11,415.87 \$ 78,803.98	\$ 11,399.44 \$ 60,918.87
	Restroom Supplies													\$ 14,137.00
	Contracted Overnight Cleaning													\$ 25,170.00
	York Sewer District													\$ 3,416.00
	Plumbing Service													\$ 3,317.00
														\$ 46,040.00
Public Works	Parking meter installation/removal	5/15-10/15		4 6:30 AM-5:00 PM		10	80 \$	\$ 40.00 \$ 3,200.00	\$ 244.80 \$ 2,448.00		6.21% 6.21%	\$ 198.72 \$ 894.24	\$ 3,643.58 \$ 16,395.90	
	parking meter cleaning	April		12 6:30 AM-5:00 PM		10	360 \$	\$ 40.00 \$ 14,400.00	\$ 1,101.60 \$ 11,016.00		6.21% 6.21%	\$ 248.40 \$ 2,484.00	\$ 4,554.46 \$ 4,554.46	
	parking meter repairs	5/15-10/15		intermittent		10	100 \$	\$ 40.00 \$ 4,000.00	\$ 306.00 \$ 3,060.00		6.21% 6.21%	\$ - \$ 765.07	\$ - \$ 14,027.61	
	parking lot striping (Contract)	April		1 undefined	CONTRACT	CONTRACT	\$6,000							
	parking lot sweeping	5/15-10/15		154 morning		2	308 \$	\$ 40.00 \$ 12,320.00	\$ 942.48 \$ 9,424.80		6.21% 6.21%	\$ 765.07 \$ 7,650.70	\$ 14,027.61 \$ 14,027.61	
	Jersey barrier install and Removal	Fall/Spring		2 undefined		8	32 \$	\$ 40.00 \$ 1,280.00	\$ 97.92 \$ 979.20		6.21% 6.21%	\$ 79.49 \$ 794.90	\$ 1,457.47 \$ 1,457.47	\$ 1,457.47 \$ 1,457.47
Police														
	Community Service Officer (Parking Enforcement)													
	Pre-Season	5/13-6/14		33 intermittent		6	198 \$	\$ 18.00 \$ 3,564.00	\$ 272.65 \$ 2,726.50		3.71% 3.71%	\$ 132.22 \$ 888.17	\$ 3,968.91 \$ 26,659.62	
	High-Season	6/15-9/17		95 8:00AM-10:00 PM		14	1330 \$	\$ 18.00 \$ 23,940.00	\$ 1,831.41 \$ 18,314.10		3.71% 3.71%	\$ 112.19 \$ 1,121.90	\$ 3,367.56 \$ 3,367.56	
	Post-Season	9/18-10/15		28 intermittent		6	168 \$	\$ 18.00 \$ 3,024.00	\$ 231.34 \$ 2,313.40		3.71% 3.71%	\$ - \$ 48.08	\$ - \$ 480.80	\$ 1,443.26 \$ 1,443.26
	Meter fund collection	6/15-9/15		24 intermittent		3	72 \$	\$ 18.00 \$ 1,296.00	\$ 99.14 \$ 991.40		3.71% 3.71%	\$ 48.08 \$ 480.80	\$ 1,443.26 \$ 1,443.26	
	Meter fund Processing	6/15-9/15		24 intermittent		3	72 \$	\$ 18.00 \$ 1,296.00	\$ 99.14 \$ 991.40		3.71% 3.71%	\$ 48.08 \$ 480.80	\$ 1,443.26 \$ 1,443.26	



## Appendix C

### **Scope of Work**

The “Service Area” of Short Sands Beach is approximately 1,280 feet and stretches in length from the Fun O Rama at the Northern end of the Beach to Ocean Avenue Extension at the southern end of the beach. The width of the service area will vary on this beach and be defined as the entire “Dry Sands Portion” and not less than 50 feet from the base of the rocks on that section of beach located in the intertidal zone. Every effort should be made to rake the service areas when the tide permits.

The “Dry Sand Portion” of Short Sands Beach is defined as the area outside the intertidal zone and not covered by the action of the previous tide. Beginning at the northern end of the beach the “dry Sands Portion” runs approximately 520 feet to the south and varies in width from 150 feet to 20 feet. It shall be the contractor’s responsibility to verify measurements.

The “Intertidal Zone” on Short Sands Beach is defined as the area that is covered by the action of the previous tide. Beginning at the southern end of the beach the intertidal zone runs to the north approximately 760 feet. This area also includes a “Beach Stone/Rip-Rap Area” that is located between the boardwalk and the sand and varies in width between 30 and 60 feet. This area should be hand-cleaned as necessary to remove trash, debris, and seaweed deposited above the high tide line.

All of York’s beaches have a great deal of sand movement during the year. If “Additional Dry Sand Portions” are created by the movement of the sands, those areas should be identified and treated as such. This is particularly the case at the far southern end of the beach where sand can accumulate over the course of the summer. There are several “Access Ramps” located on the Short Sands Beach. Sand movement and beach erosion can and will create drop-offs at the end of the ramps. Contractors should use a loader to bucket beach sand into these areas creating paths for safe passage to the beach. This should be monitored routinely as part of the daily cleaning.

### **Schedule**

2023-2024	Beach Cleaning Schedule
May 12-June 18	Weekends Only
June 19-September 15	Daily
September 16-September 29	Weekends Only

### **Service Levels**

Beach	Mechanical Cleaning	Sanitizing
Short Sands Beach	7 Days (Entire Service Area)	7 Days (Dry Sand Portion only)

### **Mechanical Cleaning/Seaweed Management**

The service areas shall receive mechanical cleaning (weed raking) from the seawall to a width of 70 feet. Seaweed shall be raked and integrated below the Mean High-Water Line (MHWL). Seaweed should not be allowed to accumulate at the base of the seawall or trapped at storm water outfalls. The contractor shall not stockpile seaweed about the High Water Line. All trash (wood, cups, cans, plastic, man-made



debris, etc.) shall be removed before seaweed is integrated below the wrack line. Mechanical cleaning should be done first in order to prepare the dry sand portion for sanitizing.

#### **Sanitizing**

The “dry sand portion” shall be sanitized with a Barber Surf Rake (sanitizer), or equivalent (defined as special mechanical beach cleaning equipment that grooms and physically removes trash from the beach, not a seaweed rake). The equipment shall pick up foreign objects including, but not limited to, plastics, cans, and objects that are approximately 3/8” in diameter and larger. The sanitizer shall penetrate into the sand at a depth of six (6) inches. The sanitizer should be equipped with a “Chicago Rake” or equivalent (defined as a system of deep raking or tilling the sand and leaving it rough to expose as much as the same as possible to the sun and air).

#### **Major Seaweed Event**

Periodically the beaches may experience a major seaweed event where feet of seaweed can get deposited across much of the beach. The stench and overall aesthetics of seaweed mounds can affect the beach experience and create a public health concern. The Town recognizes this is out of the scope of routine beach cleaning and not included as part of this contract. When a major seaweed event is declared the Town will mobilize its own equipment through the Department of Public Works. The Town’s policy is to use front end loaders to clear the beach and push the seaweed below the high tide line. The contractor will work with the Town to perform routine cleaning as the seaweed is cleared. It may take several tide cycles for the seaweed to be pushed offshore.

#### **Trash Disposal**

It shall be the responsibility of the contractor to remove and properly dispose of all trash and debris resulting from the mechanical cleaning or sanitizing of the beach. Contractor shall dispose of all debris in accordance with all federal, state, and local laws and be responsible for all associated costs. Disposition of the trash in supplied containers along the beach or that hand-picked by the Town is not part of these specifications or subsequent contract.

#### **Work Times**

Works should be done as early in the morning as possible so to cause minimal disruption to the public. Particular attention should be paid to the tide cycle because much of the service area is in the intertidal zone. Contractor should monitor the tides and clean the beaches at the most optimal time to achieve the best results. Beach cleaning should be completed by 6:00 AM.

#### **Equipment**

Contractor should be equipped with a variety of construction/landscape equipment. Each beach has different challenges and characteristics that will require the contractor to adapt and schedule services to be performed at the optimum times with the most effective results. Contractor should own or have access to a minimum of the following equipment:

- (I) Class II dump truck with equipment trailer
- (II) 45hp or greater 4WD tractor with loader
- (III) Mid-size construction wheel loader (or equivalent)

- (IV) Harbor Surf Rake Model 600 with Chicago Rake attachment (or equivalent)
- (V) Large seaweed rake

All equipment utilized by the contractor shall comply with federal, state, and local laws. All equipment shall be in good operating condition at all times. All equipment will be subject the inspection by the project monitor prior to contract execution and at any time during the contract period. The Town will be the judge in determining the acceptability of cleaning equipment and the effectiveness in meeting the criteria of the agreement. A demonstration of the cleaning equipment may be require on-site in York prior to contract execution.

Note: The Town may require the contractor to remove or replace a piece of equipment judged to be operating poorly, excessively noisy, dusty or in any way disturbing to the public. Equipment breakdown shall not relieve the Contractor from performing obligation under the contract on a timely basis.

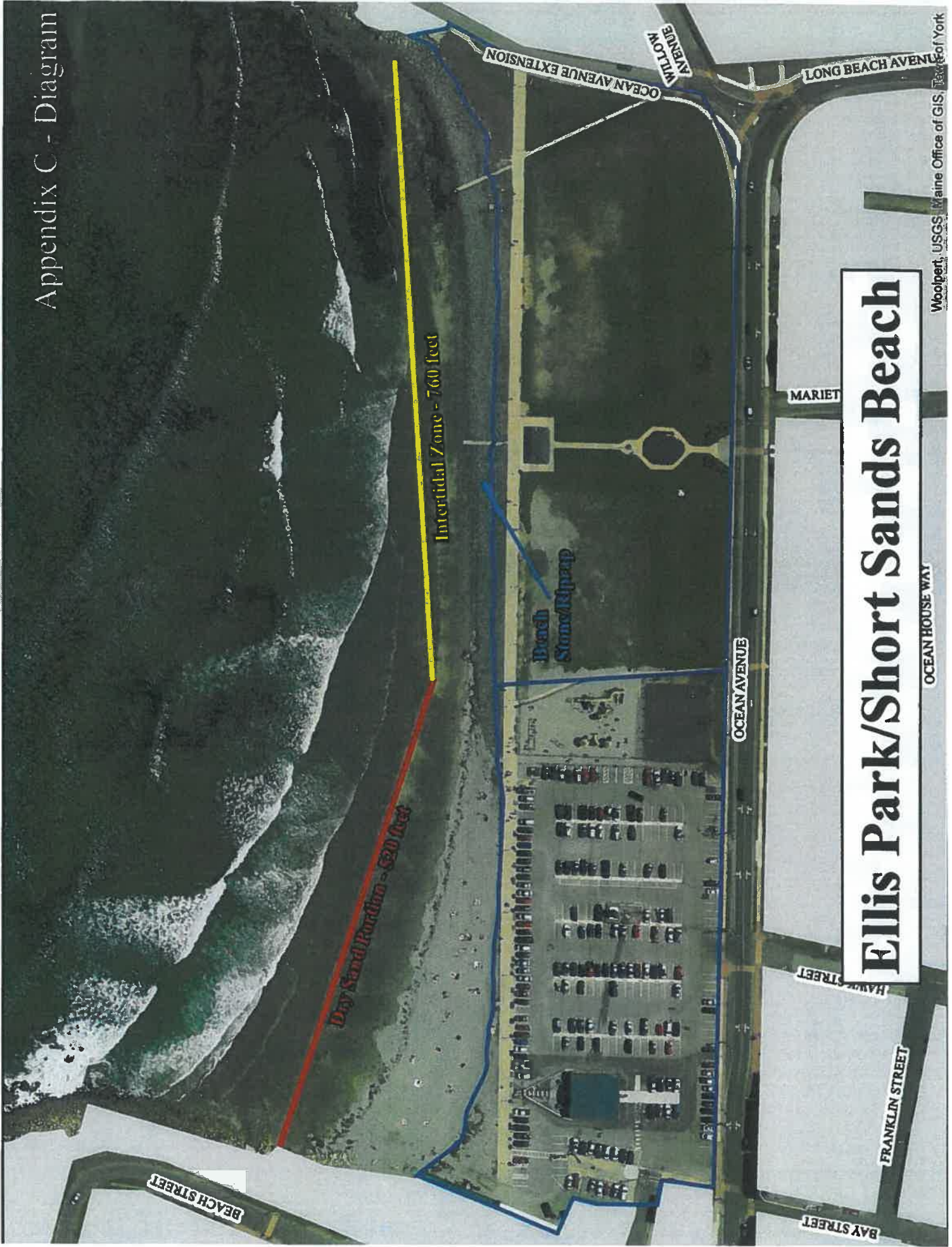
#### **Insurance**

The Contractor shall maintain in full force and effect during the active term of this agreement, a policy of liability insurance of all vehicles used under the terms of this agreement. Coverage shall be applicable to each and every accident, in the amount of not less than \$1,000,000 for the occurrence. Contractor shall be solely responsible for providing Workers Compensation Insurance tohis applicable employees, pursuant to state law. A copy of said insurance policies shall be filed with the Town at least 14 days before the beginning of operations.

#### **Compensation**

Compensation will be determined by the Trustees and Contractor.

(See attached diagram)



# Ellis Park/Short Sands Beach



## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 20, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

DATE ACTION REQUESTED: July 24, 2023

SUBJECT: Agreement with York Community Services Association

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The Town of York has an annual contract with York Community Services Association for the administration of our General Assistance, Property Tax Relief, and Public Health Program. The proposed contract fee for FY24 General Assistance administration is \$16,500, paid in monthly installments, \$5000.00 for the administration of the Property Tax Relief Ordinance and \$22,000 for the administration of the Public Health Program. If the Board chooses to decline the contract these services will revert back to internal administration.

RECOMMENDATION: Renew the contract with York Community Services Association for the administration of the Town's General Assistance Ordinance, Property Tax Relief Ordinance, and the Public Health Program.

PROPOSED MOTION: I move to renew the contract with York Community Services Association for the administration of the Town's General Assistance Ordinance, Property Tax Relief Ordinance, and the Public Health Program as set forth in the attached agreement, for the period of July 1, 2023 Through June 30th, 2024.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

PREPARED BY:

REVIEWED BY:

Agreement for Town of York  
General Assistance and Public Health Program  
Administrative Services



This Agreement made this 10<sup>th</sup> of July 2023, by and between the Town of York, a municipal corporation existing under the laws of the State of Maine (hereinafter Town), and York Community Service Association, a 501(c)(3) organization incorporated in the Town of York, (hereinafter YCSA), whose business address is 855 US Route 1, P.O. Box 180, York, Maine 03909.

1. Scope of Services: The Town hereby hires and engages YCSA to provide services related to the Town's General Assistance Program as described in Schedule A, attached to this Agreement and made a part hereof.

The Town hereby hires and engages YCSA to provide services related to the Town's Public Health Program as described in Schedule B, attached to this Agreement and made a part hereof.

2. Compensation: YCSA shall be paid the sum of \$16,500.00 annually for the services provided under this Agreement with the exception of Schedule A; 10. The payment for services will be made in equal monthly installments (\$1,375.00/month) promptly upon presentation of an invoice.

YCSA shall be paid \$5,000.00 annually for the administration of the Municipal Property Tax Relief Ordinance (Schedule A; 10). The payment for program administration will be paid in a single lump sum on, or after, February 1, 2024.

YCSA shall be paid the sum of \$22,000 for the Public Health services provided under this Schedule B of this Agreement. The payment for services will be made in equal monthly installments (\$1,883.33/month) promptly upon presentation of an invoice.

3. Term: The term of this agreement shall be from July 1, 2023 to June 30, 2024.
4. Conditions Precedent: As a condition to the full and faithful performance by YCSA of the services described in Schedule A and B, the Town shall perform the following services:
  - The Town shall provide program information and assistance in a prompt and responsive manner, recognizing that time may be of the essence in connection with deadlines imposed under the General Assistance program and the Public Health Program.
  - The Town shall assist with meeting organization.
  - The Town shall assume responsibility for funds, disbursements and receipts.
  - The Town shall pay for the cost of publishing all public notices.
  - YCSA shall be responsible for the storage, security and integrity of client information be it in digital or paper form.
5. Termination: Either party may terminate this Agreement upon sixty (60) days' notice in writing to the other party.



6. YCSA staff shall be available to meet with the Town staff to report on the progress of the work hereunder as reasonably required by the Town.
7. Assignment: No party to this Agreement shall assign, delegate, subcontract, or otherwise transfer its rights to obligations hereunder without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld and in all instances only upon a determination that the assignment, delegation, transfer or subcontract is permissible pursuant to Section 9 of this Agreement and Title 22 M.R.S.A. § 4302.
8. Disclaimer of Relationship: Neither this Agreement nor any act of either the Town or YCSA shall be deemed or construed by any party to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership or of joint venture or of any other association or relationship except as hereinafter provided, it being recognized that YCSA is an independent contractor of the Town.
9. Delegation of Authority: The Town and YCSA acknowledge that the provision of services hereunder involves General Assistance as defined in Title 22 M.R.S.A. § 4301(5). Moreover, Title 22 M.R.S.A. § 4302 requires the Town to be bonded to administer the General Assistance program in York. The Town warrants and represents to YCSA that the Town may delegate the functions described in this Agreement to YCSA and that the Town's bond for the General Assistance program will cover and insure YCSA in its performance of this Agreement or its failure to perform under this Agreement to the same extent and as if the Town were performing such functions itself. YCSA shall cooperate with the Town for purposes of obtaining additional coverage or insurance to satisfy the bonding requirements, if applicable.
10. Fair Hearings: Notwithstanding any other term or condition of this Agreement, YCSA shall be responsible for scheduling and conducting fair hearings in accordance with Title 22 M.R.S.A. § 4321 and all other applicable law.
11. Compliance with Laws and Regulations: YCSA shall comply with all Federal and State laws and regulations including but not limited to Equal Employment Opportunity.
12. Confidentiality: YCSA shall not disclose any information pertaining to the services provided under this Agreement without express consent of the Town and notwithstanding such consent, will not disclose records determined by the relevant authority, upon the consultation with and advice of its counsel, to be confidential pursuant to Title 22 M.R.S.A. § 4306.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Agreement as of the date first above written.

_____	_____	_____
Witness	Town of York	Date

_____	_____	_____
Witness	York Community Service Association	Date

## **Schedule A**

### **PROGRAM OBJECTIVE:**

YCSA shall perform case management and supervision of the Town of York's General Assistance Program. The overall goal of this position is to assist York residents achieve self-sufficiency.

### **ESSENTIAL FUNCTIONS:**

1. In order to fulfill the program objective, YCSA shall administer the local, State and federal requirements of the General Assistance program including, but not limited to, the following:
  - to perform client assessments and make determinations of the suitability of programs for clients,
  - to set-up and monitor the services provided through a system of case management with respect to each client entitled to General Assistance benefits,
  - to assess the sufficiency of client fees and the appropriateness of program waivers.
  - to issue assistance vouchers to eligible clients,
  - to input purchase orders into the Town's program,
  - to review program costs and provider invoices for cost containment purposes,
  - to fulfill all internal reporting, and other agency reporting as may be required,
  - to review, evaluate and recommend tax lien abatements to the Board of Selectmen.
2. YCSA shall provide case management services to General Assistance clients, as well as other participants that require Town of York provided services.
3. YCSA shall monitor program functions as documented in written care plans and agreements.
4. YCSA shall provide periodic reports as may be required under the General Assistance program.
5. As part of its case management function, YCSA shall do everything practicable to maintain positive working relationships between General Assistance clients, families, provider representatives, local agencies and organizations.
6. YSCA shall attend pertinent meetings, trainings and policy workshops.
7. YCSA shall assist the Selectboard with state-mandated amendments to the General Assistance Ordinances.
8. Responsible to determine and report General Assistance funds to be distributed on behalf of the Town of York.
9. YCSA shall determine and report R.E.D. funds, to the degree funded, to be distributed on behalf of the Town of York for the purposes of remediation/reconstruction/repair, extermination and demolition of an eligible client's primary dwelling.
10. YCSA shall oversee and administer the Town's Property Tax Relief Ordinance
11. YCSA shall act as a liaison with Town of York and the State of Maine
12. YCSA shall monitor the GA clients that receive support services to ensure compliance with the Town Ordinance.
13. YCSA shall manage reimbursements from SSI/SSDI for York residents/clients to repay the town's contribution towards their welfare.



## **Schedule B**

### **Schedule B**

#### **PROGRAM OBJECTIVE:**

YCSA shall perform case management and supervision of the Town of York's Public Health Program

#### **ESSENTIAL FUNCTIONS:**

1. In order to fulfill the program objective, YCSA shall administer the local, State and federal requirements of the Town's Public Health program including, but not limited to, the following:
  - Appointment and certification of a Local Health Officer (LHO), who has a variety of statutory duties and responsibilities and fulfill a critical role within our community. The LHO can be a municipal employee, municipal appointee, or contract who has knowledge of their community and meets educational, training, and experience standards as set by the Department of Health and Human Services rule to comply with Title 22 M.R.S.A. §451 et. seq.
  - The LHO monitors the community through identifying and responding to immediate needs and trends in health risks to individuals or the community.
  - LHO maintains partnerships with DHHS, CDC, and the Public Health Council to facilitate the sharing of resources and information like the Maine CDC Health Alert guidance documents.
  - Maine law requires the LHO to report diseases and conditions deemed to be of public health importance – public health threats in accordance with Title 22 M.R.S.A., sections 801-825.



## REQUEST FOR ACTION BY THE SELECTBOARD

DATE SUBMITTED: July 3, 2023

DATE ACTION REQUESTED: July 3, 2023

☒ DISCUSSION

☐ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

SUBJECT: Changes to the Supplemental Building Ordinance

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: See attached.

RECOMMENDATION: See attached.

PROPOSED MOTION: See attached.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: Harry Norton Jr.

REVIEWED BY: Peter Joseph

## Expiration for permits

### Town Zoning Ordinance

1 year expiration,  
2 year if 25% of  
project is  
completed

### Supplemental Building Ordinance

IRC 2015

All permits expire  
after 3 years.

### IRC 2015

180 days if work  
isn't started or  
work is  
abandoned

180 day  
extensions  
allowed in writing



# Town of York

186 York Street  
York, Maine 03909-1314

## MEMO

Town Manager/  
Selectboard  
(207)363-1000

Town Clerk/  
Tax Collector  
(207)363-1003

Finance/  
Treasurer  
(207)363-1004

Code Enforcement  
(207)363-1002

Planning  
(207)363-1007

Assessor  
(207)363-1005

Police Department  
(207)363-1031

Dispatch  
(207)363-4444

York Beach Fire  
Department  
(207)363-1014

York Village Fire  
Department  
(207)363-1015

Public Works  
(207)363-1011

Harbor Master  
(207)363-1000

Center for Active  
Living  
(207)363-1036

Parks and  
Recreation  
(207)363-1040

Fax  
(207)363-1009  
(207)363-1019

[www.yorkmaine.org](http://www.yorkmaine.org)

**TO: The York Selectboard**

**FROM: Harry Norton Jr., Director of Code Enforcement**

**DATE: July 3, 2023**

**RE: Supplemental Building Ordinance, permit expiration date**

The purpose of this memo is to request a discussion with the Selectboard about the conflict of construction permit expirations found within the Supplemental Building Ordinance, Town Zoning Ordinance, and stated within the Maine Uniform Building and Energy Codes (MUBEC).

During the most recent Board of Appeals (BOA) meeting, it was brought to my attention, from an objective standpoint, that as a resident of the Town of York it is difficult to figure out when a permit expires. The argument was if an applicant wanted to apply for a permit, they would need to go to the Zoning Ordinance, then to the Supplemental Building Ordinance, and finally to the applicable code book. It was proposed that maybe we will make it easier for residents and builders, which is my goal as a Code Officer.

For the purposes of my argument, I will be taking snippets from the respective sources. Here are the current conflicts:

1. **From the Town Zoning Ordinance (Article 18-A.2.E):** Except as provided elsewhere in this Ordinance, a permit or approval shall expire one year from the date of issuance if a substantial start is not made in construction or in the use of the property during that period. If a substantial start is made within one year of the issuance of the permit or approval, the application shall be valid for one additional year, at which time it shall expire if all work or change of use is not complete.
  - a. A substantial start in construction shall mean that a minimum of 25% by value of the proposed improvements (site amenities, buildings, etc.) have been completed.
2. **From the Supplemental Building Ordinance (Section 6):** Building permits are required as stated in Section R105 of the International Residential Code (IRC) and Section 105 of the International Building Code (IBC). Building permits shall expire for non-use as specified in



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[www.yorkmaine.org](http://www.yorkmaine.org)

Section R105.5 of the IRC and Section 105.5 of the IBC. In all cases, building permits shall expire 3 years after the date of issuance.

3. **From the International Building Code and International Residential Code Section (R105.5 in both cases):** Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

## Code Response

The Supplemental Building Ordinance refers to the expiration of permits in the IRC/IBC and states the maximum time a permit may be good for is 3 years. The IRC/IBC allows for extensions every 180 days. The Town's Zoning Ordinance says a permit is valid for 1 year and a second if a substantial start occurs.

Prior to June 1, 2023, the Code Office allowed 180-day extensions after a single inspection and would allow for an extension with written or reasonable explanations up to 3-years.

The Code Office, as of June 1, 2023, has elected to follow the Town Zoning Ordinance of 1-year expiration with a second year if 25% of the project has been completed. Additionally, extensions are no longer allowed as they created too many conflicts and became cumbersome to enforce. After expiration, a new permit would need to be pulled for the remainder of work and a payment paid for work which will be performed on the new permit.

Before enacting the policy June 1, the Code Office consulted the town attorney about enforcing the Town Zoning Ordinance for permit expiration instead of the Supplemental Zoning Ordinance. The argument is the Town Zoning Ordinance is more restrictive overall (2-year maximum vs 3-year maximum).

What I would like to see is the Supplemental Zoning Ordinance reflect the Zoning Ordinance and remove the conflict.



# Town of York

186 York Street  
York, Maine 03909-1314

Here is a suggestion to changing Section 6 of the Supplemental Building Ordinance:

Building permits are required as stated in Section R105 of the International Residential Code (IRC) and Section 105 of the International Building Code (IBC). Building permits shall expire **in accordance with the Town Zoning Ordinance, Article 18-A.2.E.**

Thank you,

Harry Norton Jr.

Town of York Director of Code Enforcement

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(207)363-1019



## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 20, 2023

DATE ACTION REQUESTED: July 24, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

SUBJECT: Property Redemption Request

### DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:

At the May 22nd meeting the Board voted to move this property to our real estate agent for sale. Since then, the former owner has come forward to request the redemption.

Options for the property:

1. Approve the Property Redemption Request for the total taxes, interest, costs, and any additional conditions.
2. Deny the Property Redemption Request and keep the property under Town ownership

RECOMMENDATION: Redeem the property back to the former owner

PROPOSED MOTION: I move to approve the property redemption of Tax Map 0024 Lot 0023-0010, located at 37 Freeman Street, Unit 10., as requested, subject to all conditions being met and all taxes, interest and administrative costs paid in full by no later than September 24, 2023 with cash or certified bank check.

FISCAL IMPACT: N/A (payment of previously levied taxes and fees)

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY:

REVIEWED BY:



---

TO: Selectboard  
FROM: Kathryn Lagasse, Assistant Town Manager/HR Director  
DATE: July 20, 2023  
RE: Tax Foreclosure Redemption: Map 0024 Lot 0023-0010; 37 Freeman Street Unit 10

John McNeil Trustee, former property owner of property identified as Tax Map 0024 Lot 0023-010, located at 37 Freeman Street, Unit 10 in York, Maine, request to redeem this property for which the Town has foreclosed after the maturing of tax lien for Tax Year 2019.

We are recommending to the Selectboard, that John McNeil Trustee be allowed to redeem this property providing the following condition(s) are met:

***Condition #1*** – All past years and current years taxes, interest, administrative and lien costs, which total **\$14,085.10** shall be paid in full, to the Town of York, by no later than **September 24, 2023**.

FY2020 TAXES AND INTEREST	\$ 100.74
FY2021 TAXES AND INTEREST	\$ 5,160.17
FY2022 TAXES AND INTEREST	\$ 4,652.29
FY2023 TAXES AND INTEREST	\$ 3,971.90
ADMINISTRATIVE/LIEN COSTS	<u>\$ 200.00</u>
	\$ 14,085.10

#### **Parcel Information**

<u>Map-Lot</u>	<u>Size of Lot</u>	<u>Assessed Value</u>
0024 0023-0010	.73 Acres	\$446,400





## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 21, 2023

DATE ACTION REQUESTED: July 24, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

SUBJECT: AARP Age Friendly Community Endorsement

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD: The organization Heart to Heart: Services for People with Age has approached the Town and asked for endorsement of their application to the AARP's Age Friendly Community program. The draft application as well as a draft letter of commitment is attached for the Board's review. If the Selectboard is in favor of this request, the Board Chair would execute the draft letter of commitment, which would be included along with Heart to Heart's application.

RECOMMENDATION: To endorse Heart to Heart's application for the Town of York to join the AARP's Age Friendly Communities program.

PROPOSED MOTION: I move that the York Selectboard endorse Heart to Heart's Age Friendly Communities application, and that the draft 'letter of commitment' be executed by the Selectboard Chair on behalf of the Town of York.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

PREPARED BY: Peter Joseph, Town Manager

REVIEWED BY: 

Noel Bonham

AARP Maine State Director

53 Baxter Blvd

Portland, ME 04101

RE: Letter of Commitment

Dear Mr. Bonham,

On behalf of the Town of York, Maine, I am pleased to submit this letter of interest and commitment to the AARP/World Health Organization Network of Age-Friendly Communities. York recognizes the importance of encouraging and promoting age-friendly planning and policies to address changing demographics and to enhance independent living. We are committed to a process of continual improvement to support active and healthy aging.

The Town of York is committed to supporting its elder population through our programs at the Center for Active Living, our S.O.S (Supporting our Seniors) program, and the Senior Citizens Advisory Board. Many of our older residents participate in different town committees and boards, are involved in our town planning processes, and take part in the Heart to Heart Service. All of these combined efforts support our older adults so that they can have a high quality of life here in York.

The median age in York is 49.5 and over 25% of our residents were 65 or older at the time of the 2020 census. York's future relies on us being an age friendly community; of which the Town, York Hospital, and Heart to Heart work at every day.

Thank you,

## Membership Application

Join the AARP Network of Age-Friendly States and Communities

### AARP Livable Communities

**When a town, city, county or state joins the AARP Network of Age-Friendly States and Communities, it is joining a global effort to be a more livable and age-friendly community.**

*The AARP network is an organizational affiliate of the World Health Organization Global Network of Age-Friendly Cities and Communities. (Communities wishing to join the global network instead of or in addition to the AARP program can find application information on the WHO website.)*

**To enroll your community in the AARP network, please complete and submit the application below.**

**Note:** *Since content added to this form cannot be saved, we advise that you review the questions in advance, gather the materials and information you'll need, and draft the narrative responses offline for later pasting into the applicable fields.*

## Section 1: Community Details

Application Submission Date

06/24/2020

State: Maine

Community Name – Town of York

Total Population: The population in the 2020 census was 13,723.

Percentage of Residents Age 60 or Older: The median age in York is 49.5. Twenty-three percent (23%) were 65 years of age or older at the time of the 2020 Census. Population growth has been most pronounced among those aged 65 and older, and declines have been sharpest among adults aged 30 to 54 and children under 5. This has led to a population distribution where 23% of residents are between ages 65 and 84, much higher than the county and state.

Community Governance Structure (choose one)

Borough      City      County      X Town      Township      Village  
Other (explain below)  
Explain here if you selected "Other"

Community Type (Check all that apply )

Urban      Mixed      Suburban (offices, apartments and shops)      Suburban (mostly residential)  
X Small Town      X Rural      Remote/Frontier      Other (explain below)      Not sure

Explain here if you selected "Other"- Note Heart to Heart also provides rides and services to people in Kittery, the Berwicks (North, South and Center Berwick), Wells, and the Kennebunks (West Kennebunk and Kennebunk Center) as many older adults in these towns are using York Hospital and their outpatient services.

Elected Official Signing the Community's Letter of Commitment

Name (elected official)

Title

Office Mailing Address: 186 York St, York, ME 03909

### Community Contact

The community contact is the community staff member or volunteer who is primarily responsible for carrying out the community- level work. (It is not the AARP staff member the community might be working with)

Name (community contact)

Jud Knox

Email (valid email address required to submit this form)

[jud@hearttoheartagelesslove.org](mailto:jud@hearttoheartagelesslove.org)

Position: Founding Director and President of the Volunteer Heart to Heart Board

Telephone Number: 207.361.7311

Please describe the named person's role <sup>1</sup>in the community's age-friendly initiative (100 words minimum)

Heart to Heart: Services for People with Age

The person named above agrees to be subscribed to the **AARP Livable Communities Weekly e-Newsletter**, which is one of the primary ways we share useful news and resources To subscribe now, visit **[AAR P.org /Livable Subscribe](#)**. You will not be disconnected from this page After completing the newsletter form, AARP will send an email - with the subject line "Action Required" - containing a link for you to confirm the subscription

Subscription was activated on July 6, 2023

## Section 2: Community Activities, Engagements and Collaborations

Briefly describe your existing community policies, programs and services that are targeted toward older people. Please identify how your community plans to become more age-friendly. (250-300 words required)

The Heart to Heart Mission is included in Section 3 below. The vision and values are as follows:

### Vision

Our vision is to provide loving enrichment for every Older Adult, just as they wish it to be.

### Values

Love, understanding, devotion, joy, respect, trust, honesty, kindness, and freedom guide our every step.

With this in mind, all services and approaches to working with older people apply the vision and these values to all that we do as the Heart to Heart leaders, board members, and team of volunteers. The services below have been tested and evaluations on these have been excellent.

### Services

- **Out and About:** Transportation is offered for any reason and at any time. Whether it be an errand, an appointment, or ride to the store, we will help. Simply call for availability and we will try to accommodate all requests, including short notice if possible.
- **Grocery Escorts:** We offer grocery shopping assistance and transportation.
- **Special Deliveries:** Pick-up orders and items including groceries, drug store supplies, meals, hardware store items, dry cleaning, library books, and more.
- **Neighborhood Network Home Safety and Maintenance Service:** Available for small home repair jobs and referrals. [Click here to learn more about Neighborhood Network.](#)
- **Phone Friends:** Want to chat, have a friendly check-in, relaxed conversation, some telephone company, or form a new friendship? Phone friends are available every couple of days, weekly or whenever is good for you. Call us at [207.361.7311](tel:207.361.7311) to make arrangements and we'll "hook you up" with a contact for a phone connection of your choice!
- **Vet2Vet:** A [collaboration for veteran and pet companionship](#)

NEW Heart to Heart Services that contribute to expanding age friendliness include:

### Meals for Home by Chef Jean Kerr of The Caring Kitchen

Top quality meals that can be tailored to your personal preferences and dietary requirements. Chef Jean can help with your own cooking, prepare meals in your kitchen, or have specially designed meals delivered to you. If you'd like a special three

course meal for a special occasion, comfort food in the comfort of your kitchen, meals delivered bi-weekly or weekly, or something in between, we'd like to help with a menu and budget designed just for you. Please call (207) 752-7012, or email [jean@jeankerr.com](mailto:jean@jeankerr.com), for more information.

**Technology Assistance:** Now offering technology assistance for your phones, computers, streaming TV shows, and tablets. If you're just getting used to some new technology and want to learn more, give us a call. Our goal is to teach you how to do something so you don't have to depend on other people to fix it.

How will older adults be involved in the community's efforts to become more age-friendly? (250-300 words required)

Heart to Heart is dedicated to reframing aging, eradicating ageism, and embracing approaches to expand education about aging to the Heart to Heart volunteers, the residents in York and surrounding communities, and services that we rely on to support aging in York. The World Health Organization (WHO) describes age-friendly communities as being places in which older people, communities, policies, services, settings and structures work together in partnership to support and enable us all to age well. To date, there are 37 volunteer drivers (includes Jud and Laurie), 8 Heart to Heart Volunteers, an older adult scheduling wizard, and other town's people that help advance Heart to Hearts mission. Additionally, each older person who is part of the Heart to Heart network of services provide evaluations of the services, and family members of older people who are part of Heart to Heart express gratitude for the services that Heart to Heart offers. This is an organization that was started by older adults for older adults and it is older adults who have a say in this organization providing feedback on needs and wishes that the leadership and board can strive to attain.

The scope of Heart to Heart is impressive, not only in its programs, but especially in its service to and with older people. The number of driving services that Heart to Heart provides ranges from 45-57 rides per week. Double those numbers as the volunteers need to return back from where they drive the resident. In any given week 25-35 individuals are served! It is through this engagement with older adults with our volunteers that we have expanded our programming to meet needs that have surfaced as a result of Heart to Hearts services – we are about people and definitely embrace “Ageless Love” (See Section 2 Above for services and new programs that have been recently implemented).

How will the efforts to become more age-friendly increase collaboration and coordination among relevant community agencies and departments? (250-300 words required)

With the town of York having such a high percentage of 65+ year older and a declining percentage of younger people, it is essential for the town to keep it residents safe and thriving; fostering intergenerational sharing and mentorship. Heart to Heart is an excellent partner for York. It is a visible service (See Appendix A – Flyer) to older people that has engaged the

hospital/health care services, food bank, York housing, Parks and Recreation Department, food stores, pharmacies, churches, etc. to be mindful of older residents and be inclusive in addressing their needs.

A program that Jud supported when CEO for York Hospital that continues to be supported by the hospital and other entities is the Center for Active Living. Adults 50 years of age and older are invited to participate. York residents are given priority for programs. Non-residents pay an affordable annual user fee (\$25.00). There is a monthly newsletter: *THE SCOOP* - that also includes a program guide and detailed information regarding all that is going on at the Center for Active Living including a complete program listing and lunch menu. The Center for Active Living also offers a meal program and dining room serving home-cooked lunch Tuesdays – Fridays. Lunch is provided Tuesdays, Thursdays, and Fridays for dine-in and on Wednesdays as a boxed lunch for pick-up to be eaten at the center or drive thru to take out. Depending on requests and volunteer numbers, meals are provided Tuesday, Wednesday, Thursday, and Friday for delivery. The in-house chef works to provide the best in both variety and quality of meals. A meal donation of \$5.00 is suggested not required. Periodically throughout the year, there are special lunches that are slightly more expensive and may require reservations be made further in advance. They also provide a café in the dining room with coffee/tea/hot chocolate and muffins free of charge, Mondays – Fridays, 9:00-11:00am. This is a great opportunity to socialize and meet other people. Just drop-in, no reservation needed.

Through the efforts of Heart to Heart and these other York community resources, older adults have plenty of opportunities to engage in programming, service, and idea generation to expand the role of older residents and ways to either give back or support York older adults. It is through the coming together of old and young and engagement by the community leaders and businesses that York's Age Friendliness as a community thrives. The addition of Heart to Heart in York has raised the bar and visibility of or work with older residents.

### Section 3: Network Membership

Your answers to the following questions will help us complete your community's membership in the age-friendly network and enable AARP to better understand how to support the network.

1-a. What motivated your community to join the AARP Network of Age-Friendly States and Communities(100words minimum)

What started out as rides for medical appointments and prescription pick up has far exceeded that. Heart to Heart would be honored to be recognized by AARP as a contributor to Maine's Livable and Age Friendly Communities. Services have been expanded, the leadership and support systems are quite sound and time tested; sharing true caring and heartfelt connections with older adults in the community as well as with staff from supporting services in the town of York. Additionally, the community of Heart to Heart volunteers that support older adults in York and surrounding towns, express how much they enjoy and thrive as they have special conversations, provide service support, and share connection with the residents they provide rides to.



Heart to Heart is now a Town of York institution, contributing to supporting older residents to remain in the community, reduce feelings of isolation, and have important needs met; all fostered with tremendous feelings of ageless love and gratitude.

Heart to Heart (Ageless Love): Services for People with Aging began forming in June 2020. This formation started with a commitment to serve the older residents of York Maine and surrounding towns. This Age Friendly Community initiative quickly took form creating a draft of the Mission, Vision and Values (see below), a logo, and a team. Volunteer board members were selected and invited to assist with the Heart to Heart start up, which fostered that team approach to service that is epitomized by the president of Heart to Heart, Jud Knox, and the Vice President, Laurie Knox. It was evident that the mission and work of Heart to Heart was very much in line with the AARP Livable Communities. We are in our 3<sup>rd</sup> year of operation now and have proven ourselves to the town of York, their elected officials, the York Hospital system, and the variety of services and living environments for older adults. Heart to Heart meets very important needs in York and for older people living in the surrounding communities who rely on the services of the York Hospital Medical System. Judy Knox was the former CEO of York Hospital for 40+ years. He already had an excellent understanding of the York community and surrounding towns in which residents would access care at the various satellite care environments associated with York Hospital. He is also a highly respected resident of York and southern Maine. These were instrumental in being able to establish Heart to Heart and its services quickly. Heart to Heart has proven itself worthy of becoming a recognized member of the Maine's AARP Livable and Age Friendly Communities. It would be cause for celebration of the leaders of Heart to Heart but especially for all those who volunteer their time, services and donations to advance Heart to Heart.

To date there have been grants from Kennebunk Savings Bank and Southern Maine Area Agency on Aging. Heart to heart was honored with a recognition as a "Daily Point of Light" by the Points of Light Global Foundation. In May we learned that St. George's Episcopal Church directed the proceeds of their Annual Yard Sale to Heart to Heart. Additionally, residents and businesses chose to make donations that supports further development of Heart to Heart in Southern Maine.

### *The Heart to Heart Mission:*

#### *Passionately dedicated to serving Older Adults in the York area.*

- Heart to Heart is purposed to advocate, convene, consult, support, collaborate, resolve challenges, facilitate volunteerism, and provide services to People With Age in our communities.
- We are captured by no preconceptions, notions, strictures or models.
- We engage transformation, innovation, and experimentation for the sake of contributing to other's lives.

1-b. If you have consulted with an AARP State office or the national AARP Livable Communities team to discuss enrollment, please provide that person's name, title and e-mail address or phone number.

Patricia Oh was the person I contacted and she guided me on which application to complete.

patricia.oh@maine.edu – She is the community Liaison for the Age Friendly Community Network through AARP.

2. What aspect of your community's current or intended age-friendly work could be useful to other communities in the network? (100 words minimum)

The beauty of being part of an Age Friendly Community network is to share ideas or what works. To have a cadre of people dedicated to an Age Friendly Maine also provides opportunities to work together to overcome challenges that could be experienced by other communities. Heart to Heart has a tried and tested system of scheduling a data collection for their 50 plus rides per week. This would provide an excellent opportunity to share with other community grass roots AFCs that are trying to build on their existing models.

Heart to Heart also has a wonderful and informative Web Page: <https://hearttoheartagelesslove.org/> The leadership and board have been intentional about age friendly language and guarding against ageist language or actions. We have embraced the Frameworks Institute Reframing Aging Model and one of our board members works directly with the initiative through The Gerontological Society of America, a 5,000+ member organization that has global reach.

#### Section 4: Required Materials

##### 1-a. Letter of Commitment

Provide a digital file (PDF preferred) of the signed document.

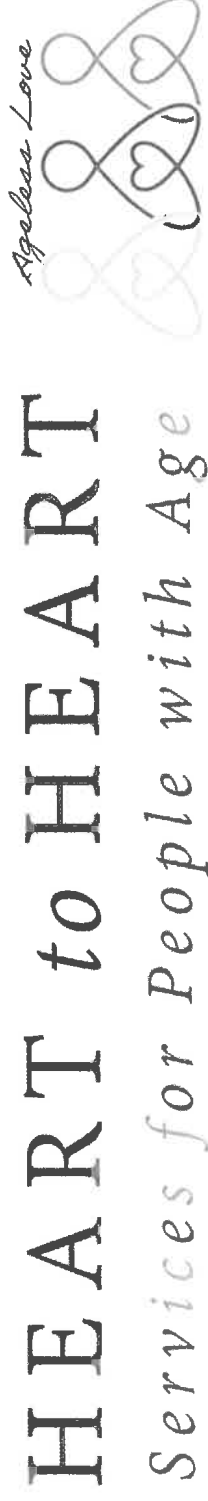
##### 1-b. Resolution or Proclamation (optional)

If your community issued either document in addition to the commitment letter, provide a digital file (PDF preferred) here.

## 2. Logo or Image

Provide a digital file (JPG preferred) and/or a link to a downloadable logo or other image that represents your community and for which you have reprint rights and permission to provide for use by AARP and the World Health Organization

<https://hearttoheartagelesslove.org/>



## Section 5: Social Media

Provide the most applicable Twitter handle(s) and Facebook account(s) for your community (Le. an age-friendly coalition, the local government, key elected officials and/or local partners)

There are a variety of ways to contact Heart to Heart, but we do not use social media. Here is the Contact Page:  
[Contact Us — Heart to Heart: Services for People with Age \(hearttoheartagelesslove.org\)](#)

## Section 6: Agreement

I have read and understand the requirements for my community to become a member of the AARP Network of Age-Friendly States and Communities, including the need to conduct a community assessment; develop and acquire approval of an action plan; implement the

plan; submit an annual best practice and provide periodic updates, including a five-year progress report

☒ Yes, I understand the requirements

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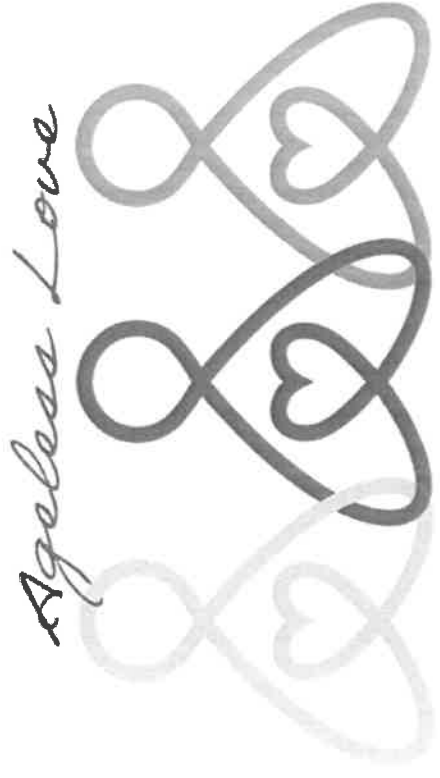
**SUBMIT YOUR COMMUNITY'S APPLICATION TO THE AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES**

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*Receipt of the application will be acknowledged by AARP within 24 hours of submission or during the next business day*

## APPENDIX A

### Heart to Heart Flyer



## HEART to HEART

*Services for People with Age*

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### OLDER ADULTS SERVING OLDER ADULTS

We offer the following free services:

- Pick-ups & Deliveries
  - Errands
  - Phone Friends
  - And more...
- 

*Founded by Jud Knox*

*Contact us at 207-361-7311 or*

*Jud@Hearttoheartagelesslove.org*

*See us at [www.Hearttoheartagelesslove.org](http://www.Hearttoheartagelesslove.org)*



## REQUEST FOR ACTION BY SELECTBOARD

DATE SUBMITTED: July 20, 2023

DATE ACTION REQUESTED: July 24, 2023

☐ DISCUSSION

☒ ACTION

☐ APPROVED

☐ APPROVED W/ CHANGES

☐ DENIED

☐ NO ACTION TAKEN

VOTE: \_\_\_\_\_

SUBJECT: Board and Committee Appointments

DISCUSSION OF OPTIONS AVAILABLE TO THE BOARD:  
Appeals Board – There is 1 regular position and one vacant position.

RECOMMENDATION: To appoint interviewees to Boards and Committees.

PROPOSED MOTION:

I move to appoint Michele Maureen to the Appeals Board from an Alternate to a regular member with a term expiring June 30, 2024.

PREPARED BY: Diana Janetos

REVIEWED BY: Pto Edgman