

AGREEMENT

Town of York, Maine

And

Trustees of Short Sands Park

Preamble

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 ("Board") and the *Trustees of Short Sands Park* ("Trustees"), 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 are charged with the protection, management, and improvement of the Park, and the Trustees 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 as set forth in the Deeds of Trust and the Maine Superior Court's decision is *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 and the Town.

Article 1 – 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 shall be held individually responsible for such liabilities;
 1. The Trustees agree to set aside a sum 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 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 agree to meet within fourteen (14) days to discuss the operational funding outlined in this agreement. The Trustees agree to discuss revenue (parking and ticketing rates) and capital expense policies at any such meeting;
- B. The Trustees agree to provide 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 Trustees agree to provide the Board with copies of the Trustees articles of incorporation for review and comment prior to adoption;
- D. The Trustees 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 Trustees 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 15%. If the cost of providing any service exceeds the cost estimate set forth

by more than 15%, 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 Trustees' reimbursement to the Town is limited to 15% over the cost estimates in Appendix A.

Article 2 – Transparency

- A. The Trustees agree to meet with the Board in December of each year to provide the Board with the park's 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;
- B. The Trustees 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 Trustees' annual operating budget is provided to the Town for informational purposes and is not subject to the Town's approval;
- C. The Trustees 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 Trustees agree to provide meeting minutes from all business meetings of the Trustees to the Town Clerk;
- E. The Trustees agree to develop and provide a 5-year capital improvement plan 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 to October 15th. The Trustees 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 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, the Trustees 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, the Trustees 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;
- B. The Town agrees to police and enforce all police power ordinance 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;
- D. The Town agrees to collect, process and deposit parking meter funds to the financial institution of the Trustees selection. The Trustees 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' selection. The Trustees 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 1st;
- 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 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 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 A (under no circumstances shall the Trustees 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 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 agree to reimburse the Town for all costs associated with maintenance and oversight of the playground;
- E. The Trustees agree to provide for the general maintenance of the park lawn (mowing), trees, shrubs and plantings;
- F. 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. For the 2017 season, the Trustees will provide dumpsters on site for disposing of Park waste and will be responsible for removal of the waste, The Trustees 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 agree to reimburse the Town for the daily waste removal and costs of the dumpster(s) in-season;
- G. The Trustees 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 in the spring and fall and repair during the summer season. The Town agrees to have parking meters installed and operational from May 15 through October 15, 2017. The Trustees agree to reimburse the Town for all associated expenses;
- I. The Trustees agree to replace the current parking meters with parking pay stations commencing the 2018 season. The Town agrees to coordinate the purchase and installation of parking pay stations in the park. The Trustees 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 Trustees 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 agree to maintain the flag pole and replace when needed.

Article 6 – Park Superintendent

- A. The Trustees 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 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;
- C. The Trustees 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 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 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 financial 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 agree to provide beach cleaning for the 2017 season, conforming to the cleaning standards set forth in Appendix B, so long as the total cost of such beach cleaning does not exceed \$21,000. The Town and Trustees 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 .

Article 8 – Entertainment

- A. The Trustees agree to provide, schedule, promote, supervise and manage park entertainment including fireworks, concerts and special events, as determined by the Trustees.

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

Article 10 – Dispute Resolution

- A. While the Town and Trustees 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 Trustees (if a Town grievance) or the Town Manager (if a Trustees' grievance) within five (5) business days of receiving the response;
 2. Step Two: The Town Manager or the Chairman of the Short Sands Trustees 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 Trustees, within five (5) business days of receiving the response;
 3. Step Three: The Board or the Short Sands Trustees 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

The Trustees shall have the right to contract with independent contractors for services provided by the Town under this Agreement. The Trustees shall notify the Town by December 1st 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, the Town shall notify the Trustees in writing of said dissatisfaction. If the work of the independent contractor is not improved to the satisfaction of the Town within 30 days from the date of the written notice, the Town may perform the work and the Trustees shall reimburse the Town for all related expenses.

Article 12 – Duration of Agreement

- A. This agreement shall be effective July 1, 2017 and shall remain in full force and effect, unless mutually agreed upon, until June 30, 2023. The parties agree to convene at least one-hundred and eighty (180) 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. This agreement may be amended in writing, prior to the expiration, by mutual agreement of the parties.

In witness whereof, the parties hereto have set their hands and seals this _____, to be effective July 1, 2017.

Selectmen, Town of York

Trustees, Ellis Short Sands Park

Robert Palmer, Selectman

William Burnham, Chairman

Elizabeth Blanchard, Selectman

Richard Boston, Vice Chairman

Todd Frederick, Selectman

Andrew Furlong, Secretary/Treasurer

Dawn Sevigny-Watson, Selectman

John Matthews, Trustee

Michael Estes, Selectman

John Garfield, Trustee

Appendix A

Operational Task/Responsibility	Responsible Party	Party Assuming Cost	Notes
Cleaning, Maintenance of Bathhouse	Town	Trustees	
Bathhouse Supplies	Town	Town*	*Trustees will reimburse town effective 2018 season
Bathhouse Utilities	Town	Town*	*Trustees will reimburse town effective 2018 season
Police Patrol	Town	Trustees	
Meter Collection	Town	Trustees	
Parking Fine Enforcement	Town	Trustees	
Lot/Walkway Sweeping	Town	Town*	*Trustees will reimburse Town effective 2019 season or as long as current sweeper is in use
Trash/Waste Removal	Town	Trustees	
Culvert/Cath Basin Cleaning	Town	Town	
Playground Inspection	Town	Trustees	
Playground Repair/Replacement	Town	Trustees	
Lawn mowing/shrubs	Trustees	Trustees	
Beach Cleaning	Trustees	Trustees	up to \$21,000
Entertainment	Trustees	Trustees	
Parking Meter Installation, repair, removal, maintenance	Town	Trustees	

Labor/Staffing Contractor	Responsible Party	Party Assuming Cost	Notes
Park Superintendent	Trustees	Trustees	
Beach Cleaning	Trustees	Trustees	
Lawn/Grounds	Trustees	Trustees	
Bathhouse Attendants	Town	Trustees	
Lifeguards	Town	Town	

Appendix B

Department	Position/Responsibility (# of staff)	Season	Days	Daily Schedule	Hours/Day	Total Hours	Rate of Pay	Base Salary	FICA	Retirement	Workers Comp	Total Salary	Trustees	Town
Parks and Recreation	Bathhouse Attendants	Pre-Season - 5/13 - 6/14	33	8:00am - 5:00pm	10	330	\$ 15.00	\$ 4,950.00	\$ 378.68		\$ 183.15	\$ 5,511.83	\$ 5,511.83	
		High Season - 6/15 - 9/17	95	8:00am - 10:00pm	15	1425	\$ 15.00	\$ 21,375.00	\$ 1,635.19		\$ 790.88	\$ 23,801.06	\$ 23,801.06	
		Post-Season - 9/18 - 10/15	28	8:00am - 5:00pm	10	280	\$ 15.00	\$ 4,200.00	\$ 321.30		\$ 155.40	\$ 4,676.70	\$ 4,676.70	
	Lifeguards (2)	Season - 6/19 - 9/4	78	9:00am - 5:00pm	16	1248	\$ 13.00	\$ 16,224.00	\$ 1,241.14		\$ 600.29	\$ 18,065.42		\$ 18,065.42
	Maintenance/Waste Removal	Season - 5/11 - 10/15	169	Intermittent	3	507	\$ 14.00	\$ 7,098.00	\$ 543.00		\$ 262.63	\$ 7,903.62	\$ 7,903.62	
Parks Supervision (bathhouse, playground)	Season - 6/15 - 9/17	95	21 hours per week	3	285	\$ 16.50	\$ 4,702.50	\$ 359.74		\$ 173.99	\$ 5,236.23	\$ 5,236.23		
							\$ 58,549.50	\$ 4,479.04	\$ -	\$ 2,166.33	\$ 65,194.87			
Police	Community Service Officer	Pre-Season - 5/13 - 6/14	33	Intermittent	6	198	\$ 13.00	\$ 2,574.00	\$ 196.91		\$ 90.09	\$ 2,861.00	\$ 2,861.00	
		High Season - 6/15 - 9/17	95	8:00am - 10:00pm	14	1330	\$ 13.00	\$ 17,290.00	\$ 1,322.69		\$ 605.15	\$ 19,217.84	\$ 19,217.84	
		Post-Season - 9/18 - 10/15	28	intermittent	6	168	\$ 13.00	\$ 2,184.00	\$ 167.08		\$ 76.44	\$ 2,427.52	\$ 2,427.52	
	Meter fund collection	Season 6/15 - 9/15	24	intermittent	3	72	\$ 15.00	\$ 1,080.00	\$ 82.62		\$ 37.80	\$ 1,200.42	\$ 1,200.42	
Meter fund processing/depositing	Season 6/15 - 9/15	24	intermittent	3	72	\$ 15.00	\$ 1,080.00	\$ 82.62		\$ 37.80	\$ 1,200.42	\$ 1,200.42		
							\$ 24,208.00	\$ 1,851.91	\$ -	\$ 847.28	\$ 26,907.19			
Public Works	Parking Meter Installation/Removal (4)	May 15 - October 15	4	6:30am - 5:00pm	10	160	\$ 32.68	\$ 5,228.80	\$ 400.00	\$ 444.45	\$ 375.43	\$ 6,448.68	\$ 6,448.68	
	Parking Meter Cleaning (3)	April	12	6:30am - 5:00pm	10	360	\$ 32.68	\$ 11,764.80	\$ 900.01	\$ 1,000.01	\$ 844.71	\$ 14,509.53	\$ 14,509.53	
	Parking Meter Repairs	May 15 - October 15	8.8	intermittent	10	88	\$ 32.68	\$ 2,875.84	\$ 220.00	\$ 244.45	\$ 206.49	\$ 3,546.77	\$ 3,546.77	
	Parking Lot Striping (2)	April	1	undefined	5	10	\$ 32.68	\$ 326.80	\$ 25.00	\$ 27.78	\$ 23.46	\$ 403.04	\$ 403.04	
	Parking Lot Sweeping (2)	May 15 - October 15	154	morning	1	308	\$ 32.68	\$ 10,065.44	\$ 770.01	\$ 855.56	\$ 722.70	\$ 12,413.71	\$ 12,413.71	
	Jersey Barrier Install/Removal (4)	Fall/Spring	2	undefined	8	64	\$ 32.68	\$ 2,091.52	\$ 160.00	\$ 177.78	\$ 150.17	\$ 2,579.47	\$ 2,579.47	
	Trash Barrel installation and removal (2)	Spring/Fall	1	undefined	3	6	\$ 32.68	\$ 196.08	\$ 15.00	\$ 16.67	\$ 14.08	\$ 241.83	\$ 241.83	
	Catch Basin Cleaning (2)	Undefined	1	undefined	4	8	\$ 32.68	\$ 261.44	\$ 20.00	\$ 22.22	\$ 18.77	\$ 322.43	\$ 322.43	
	Catch Basin Cleaning (Contractor)	undefined	1	undefined	4	4	\$ 109.50		\$ 438		\$ -	\$ 438.00	\$ 438.00	
								\$ 33,248.72	\$ 2,510.02	\$ 2,788.91	\$ 2,355.81	\$ 40,903.46		
								\$ 116,006.22	\$ 8,840.97	\$ 2,788.91	\$ 5,369.42	\$ 133,005.52	\$ 101,765.96	\$ 31,239.57



Town of York

186 York Street
York, Maine 03909-1314

Town Manager/
Selectmen
(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)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

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

www.yorkmaine.org

To: Ellis Park, Board of Trustees
From: Michael Sullivan, Parks and Recreation Director
Subject: Beach Cleaning Specifications Short Sands
Date: May 26th, 2017

The attached is an addendum to the Town of York's beach cleaning specifications specific to Short Sands Beach. This document should be used in conjunction with the "Town of York's Beach Cleaning Specifications 2017" and attached hereto.

Short Sands Beach

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 Sand 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 area when tides permit.

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 Sand 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.

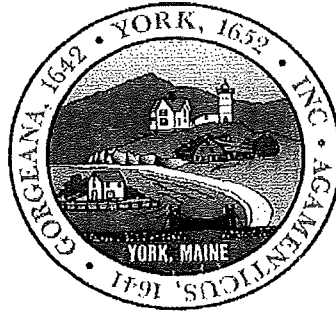
All of York's beaches have a great deal of sand movement during the year. If **"Additional Dry Sand Portions"** are created by the movement of the sand, those areas should be identified and treated as such. This is particularly the case at the far southern end of the beach where sand can accumulate over the course of the summer.

There are several **"Access Ramps"** located on Short Sands Beach. Sand movement and beach erosion can and will create drop offs at the end of the ramps. Contractor 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.

(See Attached Diagram)

Town of York, Maine

Request for Proposals



Beach Cleaning Services

Long Sands Beach and York Harbor Beach

The Town of York, Maine is seeking proposals from interested and qualified independent contractors to provide beach cleaning services at Long Sands Beach and York Harbor Beach for the 2017, 2018, and 2019 seasons.

The Town will receive sealed proposals until 10:00 AM, Wednesday, February 22, 2017, Town Managers Office, 186 York Street, York, Maine 03909. There will be a mandatory pre-bid meeting scheduled for Wednesday, February 15th, 2017 at 10:00 AM at the bathhouse on Long Sands Beach.

The Town's contact person for this RFP is: Michael Sullivan, Director of Parks and Recreation, 186 York Street, York, Maine 03909 Telephone: 207-363-1040 Email: msullivan@yorkmaine.org

RFP documents may be obtained Monday through Friday between 8:30 AM and 4:30 PM at the Parks and Recreation office, 200 US Route 1, York, Maine or on line at www.yorkparksandrec.org.

**Town of York, Maine
Request for Proposals**

Beach Cleaning Services

The Town of York, Maine (the "Town") is seeking proposals from interested and qualified independent contractors (the "Contractor") to provide beach cleaning services at Long Sands Beach and York Harbor Beach.

The Town will receive sealed proposals until 10:00 AM, Wednesday, February 22, 2017, Town Managers Office, 186 York Street, York, Maine 03909. There will be a mandatory pre-bid meeting scheduled for Wednesday, February 15th, 2017 at 10:00 AM at the bathhouse on Long Sands Beach.

The Town's contact person for this RFP is:

Michael Sullivan, Director of Parks and Recreation
186 York Street
York, Maine 03909
Telephone: 207-363-1040
Email: msullivan@yorkmaine.org

RFP documents may be obtained at the Town of York, Parks and Recreation Department Office, 200 US Route 1, York, Maine, Monday through Friday between 8:30 AM to 4:30 PM or accessed on line at www.yorkparksandrec.org.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Beach Cleaning Services

Town of York, Maine (RFP)

Part I – STATEMENT OF WORK

A. OBJECTIVE

The Town of York, Maine is a seaside community with a permanent population of about 14,000 that increases to about 45,000 during the summer season. The Town's beaches have great recreational value and are important to its economy. The Town is seeking to hire a qualified contractor to provide Beach Cleaning Services at Long Sands Beach and York Harbor Beach.

B. GENERAL INFORMATION

The Town is seeking to enter into a three (3) year agreement.

There are approximately 4,600 feet of beach divided into two service areas described in this RFP as Long Sands Beach and York Harbor Beach. The selected Contractor will be required to perform beach cleaning services for the Town in accordance with the RFP requirements.

C. SCOPE OF WORK

For the purpose of this RFP, the Town has identified two (2) separate beaches with specified service areas.

Long Sands Beach

The "Service Area" of Long Sands Beach is approximately 3,800 feet and stretches in length from the Sun and Surf Restaurant North to the Cutty Sark Motel. The width of the "service area" is 70 feet beginning at the seawall.

The "Dry Sand Portion" of Long Sands Beach is defined as that area outside the intertidal zone and not covered by the action of the previous tide. Beginning at the municipal bathhouse the "dry sand portion" runs approximately 500 feet to the north and 900 feet to the south for a total of approximately 1400 feet and varies in width from 60 feet to 20 feet. It shall be the contractor's responsibility to verify the measurements. (See attached diagram)

York Harbor Beach

The "Service Area" of York Harbor Beach is approximately 800 feet in length and is defined as the entire beach. The width is approximately 50 feet. (See attached diagram)

The "Dry Sand Portion" rarely exists at York Harbor because most of the beach is in the intertidal zone. The level of sand and certain tide cycles may allow dry sand portions to exist for periods of time and should be monitored by the contractor.

Schedule

2017

May 20th to June 11th (weekends only)

June 17th to September 4th (daily)

September 9th to September 24th (weekends only)

2018

May 19th to June 10th (weekends only)

June 16th to September 3th (daily)

September 8th to September 23rd (weekends only)

2019

May 18th to June 9th (weekends only)

June 15th to September 2nd (daily)

September 7th to September 22nd (weekends only)

Table 1 – Service Levels

Beach	Mechanical Cleaning	Sanitizing
Long Sands Beach	7 Days (Entire Service Area) Monday through Sunday	7 Days (Dry Sand Portion Only) Monday through Sunday
York Harbor Beach	7 Days (Entire Service Area) Monday through Sunday	

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 the storm water outfalls. Contractor shall not stockpile seaweed above 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 sand 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 outside 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. 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 off shore.

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 beaches or that hand-picked by the Town is not part of these specifications or subsequent contract.

Work Times

Work 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 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;

- (1) Class II dump truck with equipment trailer
- (1) 45hp or greater 4wd tractor with loader
- (1) Mid-size construction wheel loader (or equivalent)
- (1) Harbor Surf Rake Model 600 with Chicago Rake attachment (or equivalent)
- (1) Large Seaweed Rake

Proposers shall submit an equipment list demonstrating that the equipment the proposer owns or leases and proposes to use for this project meets the specified requirements. All equipment utilized by the Contractor shall comply with all Federal, State and Local laws. All equipment shall be in good operating condition at all times. All equipment will be subject to 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 the cleaning equipment and the effectiveness in meeting the criteria of this agreement. A demonstration of the cleaning equipment may be required 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 obligations under this 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 Workman's Compensation Insurance to his applicable employees, pursuant to State Law. A copy of said insurance policies shall be filed with the Town at least 14 before the beginning of operations.

Compensation

The Town shall compensate the Contractor for services rendered in five (5) separate payments. A total of five (5) payments will be made during the one (1) year contract. Each payment will represent 20% of the full annual contract. Payments will be made on the following schedule:

Payment schedule:

- 1st on or about July 4th
- 2nd on or about July 17th
- 3rd on or about August 7th
- 4th on or about August 28th
- 5th on or about September 25th

**Town of York, Maine
Parks and Recreation Department
Beach Cleaning Services**

Quotation Form

Name of company submitting proposal: _____

Address: _____

Telephone: _____

Name of company representative authorized to submit proposal:

Title: _____

Signature: _____

Date: _____

Total annual amount per year:

\$ _____
(Price in numerals)

\$ _____
(Price in words)

Total for three year contract:

\$ _____
(Price in numerals)

\$ _____
(Price in words)

**Town of York, Maine
Parks and Recreation Department
Beach Cleaning Services**

Equipment

Please provide a list of equipment (owned or leased) that will be used to perform the work specified in this RFP. Include the year, make and model when applicable.

Project Strategy

Please describe your strategy or plan for providing the beach cleaning services on a daily basis. The Town is interested in how you plan to approach the project so please be as specific as possible.

Example: (Do you plan to use one tractor and switch from the rake to the sanitizer each day or will you use multiple pieces of equipment? Will you have more than one equipment operator each day?)

Please submit this form with the quotation form