

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, April 18, 2017  
6:30PM - Town Office Meeting Room**

**I. Call to Order**

**II. Executive Session - Poverty Abatement**

**III. Minutes of Previous Meeting(s)**

- March 21, 2017
- March 28, 2017
- April 8, 2017

**IV. Presentation - Greg Payson, Fire Rescue Chief**

**V. Public Comment - Non-Agenda Items**

Comments regarding issues, concerns, commendations or matters of general public information are welcome. Individuals shall have two (2) minutes to speak and be asked to state their name & legal residence. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so in a respectful and constructive manner. Topics relating to personnel or personnel matters cannot be acknowledged.

**VI. Management Reports & Communications**

- Town Manager's Report
- 3<sup>rd</sup> Quarter Financial Report - FY17

**VII. Old Business**

- Living Well in NY - Survey Report
- Wescustogo Hall - Written Update

**VIII. New Business**

- Appointments
- Solid Waste Collection RFP - Draft
- Poverty Abatement

**IX. Accounts Payable - Review & Approval**

- Accounts Payable

**X. Any Other Business**

(Board communications of written, electronic, or verbal information to include but not limited to pending or future agenda meeting topics.)

**XI. Adjournment**

**REMINDERS TO THE ATTENDING PUBLIC:** Please shut off all cell phones; Select Board Meetings are open to the public, but the public may not speak unless recognized by the Chairperson first.

The information contained in this report is intended to inform the Select Board, staff, and residents, some of the current activities taking place within the manager's office or the Town in general. All topics are open for discussion.

**ACO** - As you are aware on April 7, 2017, the Town was notified that Cumberland's Animal Control Officer, had resigned. The Town contracted with Cumberland, Falmouth, and Yarmouth for ACO services. Cumberland and Falmouth have decided to opt out of entering into another joint service contract at this time. I am currently working with the Town Manager in Yarmouth on a shared ACO service contract between our two towns. I will keep the Board posted on our findings.

**Homestead Exemption** - The legislature has voted to continue the Homestead Exemption for all qualified taxpayers increasing the amount of exemption amount from \$15,000 to \$20,000, and increasing the reimbursement to municipalities from 50% to 62.5%.

**Tax Mil Rate** - The proposed mil rate at the beginning of the Annual Town Meeting was \$18.62 per thousand. After factoring in the adjustments voted on during the meeting the rate increased by .02¢ or \$18.64 per thousand. Projections with the newly approved Homestead reimbursement brings the mil rate to an estimated \$18.56 per thousand.

**Senior Tax Assistance** - Applications to apply for the senior tax credit are now available online and at the town office. Completed applications are due by June 30, 2017.

**Engine 52** - Summary: Engine 52 was recently evaluated by Emergency One due to corrosion issues. The costs to repair the corrosion and painting virtually half of the apparatus is an approximate \$8,000. These expenses will be covered under the vehicle warranty. The Town has the opportunity to repair other standing damage and more so paint the entire apparatus red, therefore, increasing its retail/trade-in value. It would be a sound investment for the Town at the cost of \$11,000. Unless the Select Board objects \$9,000 for this expense will be covered by the PWD/FRD Reserve and \$2,000 from the FRD budget. Included in this report is a detailed report from Fire Rescue Chief Payson regarding this request. Chief Payson will be in attendance at this meeting and will answer any questions the Select Board may have.

**Reminders** - Nominations Papers are still available and need to be returned to the Town Office by the end of this month. Clean Up Day will be Saturday, June 3<sup>rd</sup>. There will be a Public Hearing on the FY18 education budget, April 24<sup>th</sup>, at 7 pm in the high school library.

Respectfully,

*Rosemary*

Rosemary E. Roy, Town Manager



# North Yarmouth Fire Rescue

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**Gregory A Payson, Fire Rescue Chief**

To: Rosemary Roy  
Reference: E-52 Corrosion Issue  
Date: 04-10-2017

In August of 2016, I notified Greenwood Emergency Vehicles of paint corrosion issues with Engine 52. Knowing the truck was under some factory warranty, I had requested an evaluation of the paint on the truck to see what the cost of fixing the paint issues on the truck would be and how much of the paint would be covered under the warranty process.

We were finally given approval for the truck to be evaluated by Emergency One in December of 2016. Engine 52 was finally evaluated for paint corrosion in January of 2017. During the paint evaluation, Greenwood Fire Apparatus found 15 different areas on the body of Engine 52 and one spot on the cab that would need to be re-painted. Emergency One came back and stated they would cover the corrosion repair at 100% warranty and no cost to the Town of North Yarmouth. It is quite a substantial project for them as every rollup door needs to come off the body of the truck for the corrosion repairs to take place. We are in a time period with the vehicle where the paint is only covered at 50%, but Emergency One Fire Apparatus is stepping up to cover the repairs at 100%. The cost of repairs is about \$8000.00.

Prior to my tenure as Chief of North Yarmouth Fire Rescue our Fire Apparatus numbers had changed to follow NIMS compliance recommendations for departments. When the truck was purchased it was lettered as E-2. It is now known as E-52. It is sometimes confusing on the scene of an out of town call since it has E-2 written on it. In 2015, as a request of the Select Board, North Yarmouth Fire Rescue had started the process of changing the color of our vehicles from yellow to red. This change was initiated to help with the return value of a vehicle when it is sold or traded in for replacement. It is estimated from figures I have been told by former members that when E-4 was sold, the town lost about \$15,000.00 for trade-in value due to the paint color being yellow on that truck. Currently over half of our fleet is red. Sq-57 was purchased red by Chief Plummer; Ambulance 56 was purchased red at the request of the Select board in 2015. Service 54 was painted red when the truck was re-purposed to stay with the new color scheme of the department. Unit 501 (the chief's car) was red when purchased. It leaves us E-52, E-51, and Tank 53 as the only yellow vehicles in our fleet.

I requested a quote to repaint Engine 52 to the current paint scheme. I had also noted some damage to the Officers side rain gutter on the cab. This damage occurred well before my tenure as Chief and was not repaired by the previous administration. The quote that I requested was to also fix the current lettering on the truck to bring it up to today's needs. There is not a cost to upgrade the yellow paint to red on the body of the truck as they need to strip down and repaint the entire area due to the corrosion repair. The truck will need to be re-lettered if we paint the entire cab with the new colors. The estimate for re-lettering the truck and bringing it up to today's needs is \$2000.00. It will bring the amount required to complete the project to \$11,000.00. We do have \$3000.00 budgeted for paint repairs on E-52. I did not have the quotes back during the budget process which is the reason the \$3000.00 does not reflect what is needed.

We need to look at the paint upgrade as an investment. While purchasing Ambulance 56, the Select Board at the time told me moving forward; that they did not want to purchase yellow apparatus. The reason for this is that when we replaced E-4, we lost monies on the truck because of it being yellow. Painting the truck red will only increase the value. If we are to paint the truck eventually, now is the perfect time to paint it seeing how Emergency One is paying \$8000.00 for their portion of the job and half of the truck needs to be painted anyhow. It makes sense that we do the job now costing the town fewer monies in the future if we did want to change the color on the truck. Departments purchasing used apparatus are typically not looking for trucks that are yellow. They want vehicles with good paint on them and that are Red in color. When the trucks are yellow, they sell for an amount substantially lower than what then a red one.

In looking ahead, the paint is an upgrade and an investment that we may eventually get back. I have had many people in the community have asked if the Town would ever purchase a ladder truck. I would eventually like to see a ladder truck, with proper planning, in our community within the next five to seven years. If we were to purchase a ladder truck, I would propose selling an Engine and replace it with a Quint (a ladder with a pump). It means the truck would have at a minimum of at least a 75' ladder, 1500gpm pump, be class A, and CAFS equipped, and at a minimum have a 500-gallon water tank. To help with the expense of a Quint, my plan would be to trade-in Engine 52 to get the most monies for our return. By equipping the truck as both a ladder and an Engine, we would be able to handle all the calls that Engine 52 responds on and much more. We are often limited by what equipment we can get into a scene, due to the rural setting. Having this truck would significantly enhance the capabilities of our first due company to a fire scene. We constantly need to leave room for an out of town ladder coming into a scene as it is a crucial piece of equipment for both structure fires and chimney fires. It is usually difficult to plan for as many of our trucks arrive on scene before the out of town ladder truck does. It is a huge benefit to our citizens as the first in the truck can be set up for both, aerial operations and structural fires without the worry of placement of an incoming ladder since it will be on the scene first.

Thank you for taking the time to consider this project. Changing the paint will not only add value to the truck but will add to its life expectancy. We will have a three-year paint warranty if we are to change the color and paint the entire truck. We will only have one years' worth of paint warranty remaining on E-52 with a 50/50 split in cost. The truck is scheduled to go out of Service on May 1, 2017, for paint repairs. E-52 will be out of service for about 30 days for repairs to take place. I will have coverage in place for an automatic response depending on the type of alarm.

Respectfully  
Gregory Payson  
Fire Rescue Chief  
Town of North Yarmouth

### Revenue Detail Report

ALL Accounts  
July to March

Account----- Date	Jrnl	Desc---	Current Budget	Net	Uncollected Balance
100 - REVENUES			1,491,383.00	0.00	1,491,383.00
4010 - AGENT FEES			12,000.00	8,162.50	3,837.50
4020 - AMBULANCE FEES			35,000.00	48,325.72	-13,325.72 *
4022 - FRD TRAINING REIMBURSEMENTS			0.00	1,305.00	-1,305.00
4030 - APPEALS			0.00	50.00	-50.00
4040 - BETE REIMBURSEMENT			2,421.00	2,114.00	307.00
4050 - BOAT EXCISE			8,045.00	2,283.00	5,762.00
4060 - BUILDING PERMITS			32,000.00	29,432.38	2,567.62
4070 - CASH SHT-OVR			0.00	0.00	0.00
4080 - CATV FRANCHISE FEES			29,000.00	28,909.81	90.19
4090 - CELL TOWER RENTAL			37,000.00	29,149.33	7,850.67
4100 - CEO FINES			0.00	0.00	0.00
4110 - CEO MISC. PERMITS			500.00	50.00	450.00
4120 - CEO POWNAL SERVICES			10,000.00	9,950.00	50.00
4130 - CLERK FEES			755.00	375.20	379.80
4140 - CUSTOMER SERVICES FEES			1,250.00	489.82	760.18
4150 - DOG LICENSE FEES / ACO SERVICE			1,400.00	1,317.00	83.00
4155 - ACCOUNTS RECEIVABLE-DONATIONS			1,500.00	0.00	1,500.00
4160 - ELECTRICAL PERMITS			7,200.00	6,587.32	612.68
4190 - FOAA FEES			0.00	0.00	0.00
4200 - GENEALOGY SEARCH			250.00	0.00	250.00
4210 - GENERAL ASSISTANCE			2,500.00	0.00	2,500.00
4220 - HOMESTEAD EXEMPTION			137,262.00	124,905.00	12,357.00
4230 - IMPACT FEES			0.00	0.00	0.00
4240 - INSURANCE CLAIMS			0.00	1,000.00	-1,000.00
4250 - INTEREST			500.00	0.00	500.00
4255 - EMA REIMBURSEMENTS			0.00	0.00	0.00
4260 - LOCAL ROAD ASSISTANCE PROGRAM			27,000.00	27,028.00	-28.00
4265 - PROPERTY & CASUALTY POOL			2,000.00	1,453.00	547.00
4270 - MSAD ELECTIONS			2,200.00	4,962.81	-2,762.81
4280 - MISC REVENUES			1,200.00	455.10	744.90
4290 - BMV EXCISE			800,000.00	604,287.23	195,712.77
4310 - PEER REVIEW			1,500.00	829.15	670.85
4320 - PLANNING BOARD			600.00	400.00	200.00
4330 - PLUMBING PERMITS			8,000.00	6,520.00	1,480.00
4340 - RENTAL FEES			12,000.00	9,837.00	2,163.00
4350 - REVENUE SHARING			181,018.00	128,083.81	52,934.19
4360 - SALE OF ASSETS			0.00	6,000.00	-6,000.00
4370 - SITE PLAN REVIEW			500.00	850.00	-350.00
4380 - SNOWMOBILE CLUBS ASSISTANCE			1,000.00	906.94	93.06
4390 - SOLID WASTE/RECYCLING			110,500.00	92,800.13	17,699.87
4400 - SW HAULER PERMIT			75.00	0.00	75.00
4420 - TAX INTEREST			12,500.00	10,141.15	2,358.85
4430 - TAX PENALTY			4,900.00	3,377.12	1,522.88
4450 - TIMBER HARVEST			0.00	6,007.26	-6,007.26
4480 - TREE GROWTH EXEMPTION			2,718.00	1,894.83	823.17
4500 - VETERAN'S EXEMPTION			2,244.00	1,435.00	809.00
4510 - VITAL RECORDS			2,845.00	2,587.40	257.60
4600 - CEMETARY LOT SALES			0.00	0.00	0.00
4610 - PERPETUAL CARE			0.00	0.00	0.00
4620 - INTERMENT			0.00	0.00	0.00
4630 - CEMETARY ADMIN FEE			0.00	0.00	0.00
<b>Final Totals</b>			<b>1,491,383.00</b>	<b>1,204,262.01</b>	<b>287,120.99</b>

Third quarter revenue collections = 76.16%.

**Expense Detail Report**

ALL Accounts  
July to March

Trans Date	Current Budget	Debits	Credits	Unexpended Balance
110 - MUN ADMN	459,361.00	0.00	0.00	459,361.00
<b>01 - OPERATIONS</b>	<b>294,047.00</b>	<b>219,918.52</b>	<b>196.52</b>	<b>74,325.00</b>
<b>02 - CONTR/PROF</b>	<b>51,947.00</b>	<b>45,782.10</b>	<b>0.00</b>	<b>6,164.90</b>
<b>03 - BLDG/GRNDS</b>	<b>49,517.00</b>	<b>40,035.32</b>	<b>103.82</b>	<b>9,585.50</b>
<b>04 - COMMCOMM</b>	<b>5,250.00</b>	<b>1,826.53</b>	<b>0.00</b>	<b>3,423.47</b>
<b>05 - NYMS</b>	<b>58,600.00</b>	<b>39,549.30</b>	<b>21.00</b>	<b>19,071.70</b>
	<b>459,361.00</b>	<b>347,111.77</b>	<b>321.34</b>	<b>112,570.57</b>
120 - COMM SVCS	137,043.00	0.00	0.00	137,043.00
<b>01 - CEO/PLAN</b>	<b>61,947.00</b>	<b>44,808.63</b>	<b>0.00</b>	<b>17,138.37</b>
<b>02 - ECONOM DEB</b>	<b>40,000.00</b>	<b>17,163.63</b>	<b>0.00</b>	<b>22,836.37</b>
<b>03 - PKS/REC</b>	<b>11,800.00</b>	<b>3,760.10</b>	<b>0.00</b>	<b>8,039.90</b>
<b>04 - GENL ASST</b>	<b>7,688.00</b>	<b>1,488.00</b>	<b>0.00</b>	<b>6,200.00</b>
<b>05 - SOC SERVC</b>	<b>10,000.00</b>	<b>9,560.00</b>	<b>0.00</b>	<b>440.00</b>
<b>06 - CEMETERIES</b>	<b>5,608.00</b>	<b>603.95</b>	<b>0.00</b>	<b>5,004.05</b>
	<b>137,043.00</b>	<b>77,384.31</b>	<b>0.00</b>	<b>59,658.69</b>
130 - PUBL SAFETY	363,119.00	0.00	0.00	363,119.00
<b>01 - FIRE RESCUE</b>	<b>269,823.00</b>	<b>183,048.65</b>	<b>1,168.59</b>	<b>87,942.94</b>
<b>02 - CONTR/PROF</b>	<b>93,296.00</b>	<b>73,204.14</b>	<b>0.00</b>	<b>20,091.86</b>
	<b>363,119.00</b>	<b>256,252.79</b>	<b>1,168.59</b>	<b>108,034.80</b>
140 - PUBLIC WORKS	582,109.00	0.00	0.00	582,109.00
<b>01 - OPERATIONS</b>	<b>357,109.00</b>	<b>292,410.69</b>	<b>1,399.54</b>	<b>66,097.85</b>
<b>02 - ROADWAYS</b>	<b>225,000.00</b>	<b>225,004.40</b>	<b>0.00</b>	<b>-4.40</b>
	<b>582,109.00</b>	<b>517,415.09</b>	<b>1,399.54</b>	<b>66,093.45</b>
150 - SW/RECYCLING	195,615.00	0.00	0.00	195,615.00
<b>01 - SOLID WASTE</b>	<b>195,615.00</b>	<b>144,976.64</b>	<b>0.00</b>	<b>50,638.36</b>
	<b>195,615.00</b>	<b>144,976.64</b>	<b>0.00</b>	<b>50,638.36</b>
160 - FIXED EXPENS	7,217,681.00	0.00	0.00	7,217,681.00
<b>01 - DEBT SERVICE</b>	<b>13,482.00</b>	<b>13,485.81</b>	<b>0.00</b>	<b>-3.81</b>
<b>02 - EE BENEFITS</b>	<b>232,742.00</b>	<b>169,710.26</b>	<b>30.48</b>	<b>63,062.22</b>
<b>03 - INSURANCE</b>	<b>34,400.00</b>	<b>38,586.50</b>	<b>317.00</b>	<b>-3,869.50</b>
<b>04 - EDUCATION</b>	<b>6,446,477.00</b>	<b>4,834,858.10</b>	<b>0.00</b>	<b>1,611,618.90</b>
<b>05 - SHARED SVCS</b>	<b>190,673.00</b>	<b>95,404.00</b>	<b>0.00</b>	<b>95,269.00</b>
<b>06 - COUNTY TAX</b>	<b>299,907.00</b>	<b>299,907.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>7,217,681.00</b>	<b>5,451,951.67</b>	<b>347.48</b>	<b>1,766,076.81</b>
<b>Final Totals</b>	<b>8,954,928.00</b>	<b>6,795,092.27</b>	<b>3,236.95</b>	<b>2,163,072.68</b>

At the end of the third quarter expenditures are at **68.17%**

**Living Well in North Yarmouth  
An Age-Friendly Community  
2017 Survey**

***North Yarmouth - Who We Are Today and Into the Future***

When the ***Living Well in North Yarmouth*** committee was organized in late 2016, members immediately set to work designing a survey which would allow them insight into how residents of all ages viewed their lives in their town. This is the report of the responses.

When the results began to arrive, we were a bit surprised by the homogeneity found in the responses. This transcended age and gender. People are content with their lives here. 91% said that they feel respected and included. This, too, transcended age or gender. “We love North Yarmouth” was added to many of the surveys.

North Yarmouth has a stable population (65.6% have lived in town longer than 12 years) who value both the town itself and the rural lifestyle it affords them. Of the 502 responses received, economic security was a major theme: 96% own their home and 88.4% say its ideal for them now. Only 3% indicated any problem with heating their homes and these were due, in large part, to home maintenance issues. 98.5% have a car and require no help with transportation (this is nearly identical to the number who intend to drive until they are unable to do so).

Food security appears to be non- issue, as only 4 respondents said that they used the food pantry. None reported that they did not have enough food. This may also correlate to the 89% who report that they need no services at this time.

The survey also illustrated the social inclusion residents of North Yarmouth experience. 36.5% are involved (or would be) in town life. In comments, other people said that they would like to be involved were it not for career and family obligations. This being said, 81% are as social as they want to be and some who answered that they were not as social as they wanted, took responsibility saying that they had not reached out, or tried to be more social. The 56.5% who volunteer is another indicator of social inclusion and feelings of connectivity. Over 33% said that they volunteered through a faith-based community. This may point to the informal social network that provides care to those who need it through the faith-based communities. When 52.5% said that they helped “informally,” we thought this might indicate old-fashioned neighborliness or family support (the number of family helping family was quite high – over 77% said that they would spend time with “family and friends” as they look forward. We inferred that this could also mean helping relatives when needed.

The town government communicates with its citizens quite well, as over 89% said that it was easy or fairly easy to learn of town events. Over 50% utilized the town website (contradicting the myth that seniors are not tech-savvy). As a counter-balance, nearly 55% read newspaper and use that media to learn of town news. In the early online survey response, 36% of those over age 61 used this option.

We asked about utilization of town parks and recreation areas – 73% said that they used these amenities. On the other side of this, 45% complained of poor (or non-existent) sidewalks. This was a prevailing theme of the proffered comments. Thus, it is not surprising when nearly 73% said that they took walks in town and over 42% said that they exercised and/or took part in sport activities. Bike paths were also mentioned.

The ancient theme: taxes are too high and forcing people out of their homes was found, in one form or another, in 42 comments. Excessive school spending was usually cited as the cause. It was revealing that only one respondent complained of excessive municipal spending, indicating that residents are content with town budgets.

As we expected, the open-ended comment section of the survey provided residents the opportunity to tell us what they thought we should know and so they did.

- Options to downsize are limited, as is affordable or subsidized housing.
- A community center at the old school site is needed and wanted – including a skate park – a community place to gather
- Some respondents were critical of the current town offices.
- Some spoke of the inability of the town to move forward on the Wescustogo project
- Property tax assistance for seniors was mentioned by many people
- More social activities for all – co-mingling the age groups – is desired

### **Could we have?**

- 12 month installment property tax payment plan
- Self-improvement classes at NYMS
- Sidewalks on Route 9
- More business in the village center
- Respite care
- Town bulletin board at the site of old Wescustogo Hall
- Free trash bags for seniors
- A town-sponsored program to match volunteers to the people who need them
- Curbside pickup for large items and brush
- Small market a la Bow Street
- Movies at NYMS
- Playground

## **SUMMARY**

We want to thank all who took the time to help us learn about our town. It has provided us with fascinating insights and renewed affection for our neighbors. The survey yielded unexpected information and insights into the heart of our town.

Of the 1400 paper surveys mailed to residents, 425 were returned (28%). The remainder, 85, were completed online. A total of 510 residents responded.

This, by any standard, is an extraordinary rate of return. Many respondents took the time to thank us “for asking,” for “being concerned for my welfare.” It may well be that the survey itself was perceived as another reason to feel safe and happy here.

North Yarmouth people of all ages are quite independent, as demonstrated by the exceptionally high rates of home and vehicle ownership, the apparent economic security these represent, and the expressed contentment with their lives – conclusions drawn from several questions relating to these issues. To move to this community – with no public transportation, no supermarket, no bank – essentially, nothing to allow residents an unencumbered lifestyle, speaks to this independence. They can afford to live here and pay for the means to get them to an appointment in Brunswick or Portland.

Does this mean that there are no persons needing help in this community? Of course not. However, it appears that neighbors and near-by family are helping these people informally. The North Yarmouth Fire Rescue service, as well as the Code Enforcement Officer, are also watching over our residents. So are the faith-based communities and the schools. These informal care-giving/care-providing arrangements are time-honored in civilized societies. Does this mean that the community has any work to do to ensure that no one is misplaced in the busy-ness of life? If the basic services are in place, what could/should the town do to enhance quality of life for all? Should our taxes provide added curbside pickup (large items, brush), added sidewalks, and free trash bags for seniors?

These are questions for us to address now – and to routinely discuss in the years forward.

For now, the survey certainly indicated that people would like to see more social activities locally, as well as appropriate small-scale housing to enable those who love North Yarmouth to stay here if or when it is time to downsize. 42 respondents reported the desire/need for senior property tax assistance. The creation of a community center was noted by respondents of all ages, while many asked for a conclusion to the drawn-out issue of rebuilding Wescustogo Hall. Younger residents, saying that the “elders” resisted change and new ideas, expressed this sentiment. These younger residents are in the town but not of the town and thus, are uninvolved.

Can this be changed?

## ADDENDUM

### Quotes taken from survey:

Provide transportation volunteer drivers (like the Town of Yarmouth)

I would love to see a centralized community center where young and old could gather. Perhaps an addition to Wescustogo Hall: a senior/child daycare. And it would be wonderful to have low income/senior housing. ? condo development or VOA/Avesta housing on land where the town is now - it needs to be moved to the NYMS lot. Thank you for doing this.

Provide weekly entertainment at a town facility during the year. Make it a focal point to market effectively. You've got to promote something of value in this community/that identifies NY as a center for some event - like the clam fest or a music fest

I am not elderly, and I think there needs to be more of an effort to get them what they want, but the needs of younger families are also not being met in North Yarmouth. I really wish the Select Board and town elders would allow change. People are tired of being asked the same questions and telling you what we want only to have them vetoed, and then you spend more money asking the same questions, and hiring more consultants. We need help to find out how we can get around the older naysayers in town. The people that keep stopping any modern day progress will not be here forever, but the town continues to spin their wheels on any advancement, convenience, and modern day amenities for needs of a 2017 family with children and working parents. Mom doesn't stay home any more and wait for dad to come home. What worked in the 1900's isn't working now. Times have changed, but the town has not. Also, what about TIF Zones? They are everywhere and the surrounding towns are flourishing and benefiting from them. Why don't we have them? Where are our sidewalks, playgrounds, community buildings, restaurants, stores? Thank you for listening. Sorry, but how many more families need to move to the surrounding towns to get what they want or need? Not everyone moved here because it was a rural farming community, some of us moved here because of the school system, and if they are just biding time until their kids graduate to leave, then its a shame that there is nothing else keeping them here and that their other needs were never met.

Can't walk to others houses because of lack of sidewalks, no restaurants, stores, or places for kids to play. North Yarmouth is stuck in a time warp. Please allow change. Kids need playgrounds; people need sidewalks and community centers, places to run errands, restaurants, or general store. An elderly housing center is fine but if you have nowhere to go or nowhere to walk to what an awful retirement that would be.

Why are we so obsessed with senior housing? It seems like there's a million facilities in the region that aren't filled. How about encouraging more businesses that specialize in 'aging in place' home upgrades? Put some effort on curb appeal to fill the all the empty houses. Keep our dollars from leaving North Yarmouth and going to other town supermarkets by encouraging a business like a Bow Street Market?

Yes. Old people/people w/limited income will have to leave NY. We make it difficult by discouraging senior citizen housing/cluster housing/affordable housing. I believe you must have 1 acre/unit. Why not cluster housing like Yarmouth, Cumberland, and Falmouth?

To learn more, go to [Living Well in North Yarmouth](#). You will find the complete survey results available.

APRIL 14, 2017

NORTH YARMOUTH SELECT BOARD

PREPARED BY | MATT AHLBERG, RA | DIRECTOR OF DESIGN SERVICES | BARRETT MADE

### SUMMARY:

OVERALL PROJECT PROGRESS IS TRACKING ACCORDING TO THE INITIAL PROJECT TIME-LINE WITH 50% DESIGN DEVELOPMENT DELIVERABLES BEING PREPARED FOR SUBMISSION FRIDAY, APRIL 21, 2017. INITIAL COORDINATION MEETINGS HAVE TAKEN PLACE WITH ALL PROJECT ENGINEERING TEAMS AND ARCHITECTURAL PLANS HAVE BEEN AMENDED ACCORDINGLY. REGULAR MEETINGS WITH THE WESCUSTOGO BUILDING AND DESIGN COMMITTEE ARE ONGOING AND HAVE BEEN PLANNED AROUND THE SUBMISSION DEADLINES AND SELECT BOARD UPDATES/PRESENTATIONS. THE FOLLOWING BRIEF UPDATES ARE BROKEN OUT PER SCOPE OF WORK PROVIDED.

### STRUCTURAL ENGINEERING:

SITE SURVEY WAS COMPLETED TO VERIFY MEMBER SIZING AT EXISTING NYMS AS WELL AS VERIFYING EXISTING FOOTING LOCATIONS. THE SURVEY PRODUCED FAVORABLE RESULTS AS ROOF STRUCTURE IS MORE ROBUST THAN PREVIOUSLY ANTICIPATED AND FOOTING LOCATIONS (WITHOUT EXCAVATION) APPEAR TO BE CONSISTENT WITH ASSUMED LOCATION OF BEARING WALLS. THE ENGINEERING TEAM IS CURRENTLY WORKING ON STRUCTURAL SYSTEM DESIGN WITH INITIAL LAYOUT, MEMBER SIZING, AND INITIAL PLANS EXPECTED TO BE DELIVERED TO THE DESIGN TEAM AT THE TIME OF 50% DD SUBMISSION.

### SITE ENGINEERING:

SITE SURVEY OF EXISTING CONDITIONS WAS COMPLETED PRIOR TO THE LAST SNOW STORM TO VERIFY EXISTING SITE CONTOURS IN PREPARATION FOR DESIGN OF PARKING LAYOUT AND INITIAL PROPOSED SITE PLANS INCLUDING GRADING/DRAINAGE PLANS. INITIAL PLANS REVIEWED BY THE ENGINEERING AND DESIGN TEAM REFLECT A LAYOUT THAT MINIMIZES THE NEED FOR EXCESSIVE SITE WORK/GRADING WHILE BEING MINDFUL OF HOW WATER IS BEING MOVED AWAY FROM THE BUILDING(S) TO PREVENT ANY FUTURE ISSUES WITH REGARD TO MOISTURE INFILTRATION--A PREVIOUS ISSUE IN THE BUILDING LARGELY RESULTING FROM POOR GRADING AND DEFERRED MAINTAINENCE. SPECIFIC REQUESTS FOR SITE ACCESS REQUIREMENTS FROM THE FIRE CHIEF AS WELL AS REQUESTS FOR EASE OF SNOW REMOVAL, AND DUMPSTER LOCATION/WASTE REMOVAL HAVE BEEN ACCOUNTED FOR IN THE INITIAL DESIGN. PLANS AND INITIAL LAYOUTS ARE EXPECTED TO BE DELIVERED TO THE DESIGN TEAM AT THE TIME OF 50% DD SUBMISSION.

### MECHANICAL/ELECTRICAL/PLUMBING/SOLAR ENGINEERING:

SITE SURVEY AND WALK-THROUGH OF THE EXISTING SPACE WITH THE FULL TEAM WAS COMPLETED IN MARCH--ENGINEERING TEAM HAS TAKEN STOCK OF ITEMS THAT COULD POTENTIALLY BE REUSED IN THE NEW MECHANICAL SYSTEMS. MUCH OF THE COORDINATION BEHIND THE SCOPE OF WORK COVERED BY THIS ENGINEERING TEAM TO THIS POINT HAS REVOLVED AROUND ANALYSIS OF THE PROPOSED USE OF THE NEW AND EXISTING BUILDING SPACE TO OPTIMIZE THE SYSTEMS BEING PROPOSED FROM BOTH COST AND EFFICIENCY STANDPOINTS. THE TOWN HAS PROVIDED THE ENGINEERING TEAM INFORMATION ABOUT EXISTING ELECTRICAL USE IN THE NYMS BUILDING WHICH IS BEING USED TO ANALYZE THE PROPOSED SYSTEM REQUIREMENTS WITH THE GOAL BEING A RESULTING NET ZERO FACILITY. GENERAL PLUMBING AND KITCHEN DESIGN REQUIREMENTS RELATED TO EQUIPMENT AND PROPOSED USE ARE BEING ANALYZED AND WILL BE PRESENTED TO THE COMMITTEE FOR DISCUSSION. PROPOSED PHOTO VOLTAIC SYSTEM REQUIREMENTS ARE BEING ENGINEERED. PLANS AND INITIAL LAYOUTS ARE EXPECTED TO BE DELIVERED TO THE DESIGN TEAM AT THE TIME OF 50% DD SUBMISSION ALONG WITH NARRATIVES DESCRIBING ANY OTHER ENGINEERING WORK AROUND ENERGY MODELING, ETC. THAT HAS BEEN COMPLETED TO DATE.

### ARCHITECTURAL AND GENERAL PROGRESS NOTES:

THE DESIGN TEAM HAS BEGUN THE PROCESS OF SELECTING PRELIMINARY EXTERIOR AND INTERIOR FINISHES FOR USE IN PROJECT PRICING--THIS PROCESS IS ONGOING. DEVELOPMENT OF PLANS, ELEVATIONS, SECTIONS AND DD LEVEL DETAILS IS ONGOING AS INFORMATION FROM THE PROJECT CONSULTANT TEAMS BECOMES AVAILABLE TO THE DESIGN TEAM. A PRELIMINARY CODE COMPLIANCE REVIEW HAS BEEN COMPLETED WITH BARRETT MADE AND RYAN KEITH (TOWN CODE ENFORCEMENT OFFICER) RESULTING IN NO MAJOR CHANGES TO THE DESIGN/DESIGN INTENT. ADA AND LIFE SAFETY COMPLIANCE REVIEW WILL BE COORDINATED WITH FIRE CHIEF AND STATE FIRE MARSHAL'S OFFICE - UPCOMING DATE TBD. FIXTURES, FURNISHINGS AND EQUIPMENT AS IT RELATES TO THE PROPOSED PROGRAM OF WESCUSTOGO HALL AND THE NYMS GYM/MULTIPURPOSE/SENIOR CENTER IS BEING COORDINATED WITH VARIOUS SOURCES TO PROVIDE A CLEARER UNDERSTANDING OF THE COST OF ANY ITEMS REQUIRED--THIS PROCESS IS ONGOING.

RYAN KEITH, WITH THE ASSISTANCE OF BARRETT MADE, HAS BEGUN THE PROCESS OF OBTAINING A FORMAL HAZARDOUS MATERIALS SURVEY IN AN EFFORT TO PLAN FOR ANY POTENTIAL COST IMPLICATIONS THAT MIGHT ARISE AS A RESULT OF UNCOVERING ANY UNFORESEEN HAZARDOUS CONDITIONS IN THE NYMS. ABATEMENT PROFESSIONALS OF WESTBROOK IS WORKING TO OBTAIN EXISTING REPORTS FROM THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND MSAD 51. BECAUSE THE BUILDING PREVIOUSLY OPERATED AS A PUBLIC SCHOOL ABATEMENT PROFESSIONALS HAS STATED THAT MANY OF THE ISSUES WITH REGARD TO HAZARDOUS MATERIALS HAS LIKELY BEEN ADDRESSED (TAGS ON EXISTING MATERIALS IN THE BOILER ROOM SUGGEST THIS IS THE CASE) BUT HAVING THIS COMPREHENSIVE LIST WILL HELP IDENTIFY ANY ITEMS THAT MAY STILL BE OUTSTANDING--THIS PROCESS IS ONGOING.

GENERAL PROJECT COORDINATION WITH THE ARCHITECTURAL DRAWING SET IS ONGOING AND IS BEING PLANNED IN ACCORDANCE WITH THE DESIGN DEVELOPMENT DEADLINES. FOLLOWING THE 50% DD SUBMISSION BARRETT MADE IS PLANNING TO ATTEND THE SCHEDULED SELECT BOARD MEETING TO PRESENT THE LATEST INFORMATION AND ANSWER ANY QUESTIONS THAT THE BOARD MAY HAVE.

Date: April 18, 2017

To: Select Board

Fr: Rosemary E. Roy, Town Manager <sup>RR</sup>

**RE: Committee Appointments**

The following applications have been submitted for appointment:

**1. Economic Development & Sustainability Committee**

- Diane Morrison - Term to 6/30/17

**2. Parks & Recreation Committee**

- Bryan Emerson - Term to 6/30/17

Applications follow memorandum.



(207)829-3705 telephone  
(207)829-3743 fax

### TOWN OF NORTH YARMOUTH BOARD & COMMITTEES Volunteer Form

Select the Board(s) or Committee(s) you would like to serve on:

- |  |   |
|--|---|
| <input type="checkbox"/> Budget Committee<br><small>(Elected position only if vacancy available)</small> | <input type="checkbox"/> Living Well in North Yarmouth                                |
| <input type="checkbox"/> Board of Assessment Review  | <input type="checkbox"/> Prince Mem. Library Advisory Board                           |
| <input type="checkbox"/> Parks & Recreation Committee  | <input type="checkbox"/> Communications Advisory Committee                            |
| <input type="checkbox"/> Shellfish Conservation Commission   | <input checked="" type="checkbox"/> Economic Development and Sustainability Committee |
| <input type="checkbox"/> Planning Board  | <input type="checkbox"/> Events Committee   |
| <input type="checkbox"/> Zoning Board of Appeals   | <input type="checkbox"/> Flag Committee   |
| <input type="checkbox"/> Joint Standing Committee  | <input type="checkbox"/> Comprehensive Plan Committee                                 |
| <input type="checkbox"/> Recreation Advisory Board   |   |

Please provide the following information:

Name: Diane Morrison  
 Email: Diane@MorrisonRealtors.com  
 Mailing Address: P.O. Box 25, Cumberland ME 04021  
 Phone: 207-749-3459

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. I have the time, interest, & local knowledge of N. Yarmouth. I've been a resident for 26 years. I want to be an active part of the discussion about N.Y.'s growth!
  2. Do you have any relevant experience, training or credentials that you would like us to consider? As N. Yarmouth's representative to the building of Greely Middle School, I spent 4 years working towards the site location & approval process from both towns. Also, spearheaded Sports Dome <sup>Right</sup>
  3. Have you ever served on any boards/ committees before? If so, when and where? I made a 4 year commitment to SADS as co-chair of the Greely Middle School. I was N. Yarmouth's representative
- Diane Morrison  
 Volunteer Signature 4/15/2017  
Date

↓ this committee works closely with Select Board & Planning Board to that end.



(207)829-3705 telephone  
(207)829- 3743 fax

## TOWN OF NORTH YARMOUTH BOARD & COMMITTEES Volunteer Form



Select the Board(s) or Committee(s) you would like to serve on:

BY: .....

- |   |  |
|---|--|
| <input type="checkbox"/> Budget Committee<br>(Elected position only if vacancy available) | <input type="checkbox"/> Living Well in North Yarmouth                     |
| <input type="checkbox"/> Board of Assessment Review                                       | <input type="checkbox"/> Prince Mem. Library Advisory Board                |
| <input checked="" type="checkbox"/> Parks & Recreation Committee                          | <input type="checkbox"/> Communications Advisory Committee                 |
| <input type="checkbox"/> Shellfish Conservation Commission                                | <input type="checkbox"/> Economic Development and Sustainability Committee |
| <input type="checkbox"/> Planning Board   | <input type="checkbox"/> Events Committee                                  |
| <input type="checkbox"/> Zoning Board of Appeals  | <input type="checkbox"/> Flag Committee                                    |
| <input type="checkbox"/> Joint Standing Committee   | <input type="checkbox"/> Comprehensive Plan Committee                      |
| <input type="checkbox"/> Recreation Advisory Board  |  |

Please provide the following information:

Name: Bryan Emerson

Email: emersonbry@gmail.com

Mailing Address: 12 Bayberry Drive, North Yarmouth 04097

Phone: 207-317-1699

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above.

*I love spending time outside, and enjoy public parks, and taking my family to these spaces. I would like to be involved in the town's efforts to manage parks in the town.*

2. Do you have any relevant experience, training or credentials that you would like us to consider?

*I am an environmental consultant, with experience with natural resource identification, which could be helpful in parks management.*

*I am also a licensed herbicide applicator trained in invasive species management.*

3. Have you ever served on any boards/ committees before? If so, when and where?

*No*

*Bryan Emerson*  
Volunteer Signature

4/15/17  
Date

**MEMORANDUM**

Date: April 14, 2017

To: Select Board

Fr: Rosemary E. Roy, Town Manager <sup>RR</sup>

**RE: SOLID WASTE / RECYCLING COLLECTION / DISPOSAL SERVICES RFP**

On June 30, 2017, the Town's contract expires with Pine Tree Waste, Inc. I am recommending that we put this service out to bid as a sound financial practice. However, the Board can elect to authorize me to extend the current contract. Included with this memo please find a draft RFP and a copy of the current contract. The solid waste ordinance can be found on the website or in your ordinance notebooks. Tonnage numbers and other appendices are still in the process of being updated. Thank you.



**TOWN OF NORTH YARMOUTH**

REQUEST FOR PROPOSALS:

SOLID WASTE and RECYCLING MATERIALS  
COLLECTION and DISPOSAL SERVICES

April 20, 2017

**SECTION 1: NOTICE TO PROPOSERS**

The Town Manager of the Town of North Yarmouth, Maine, will receive sealed proposals until 4:00 P.M., on May 23, 2017, at the North Yarmouth Town Office, 10 Village Square Road, North Yarmouth, Maine 04097, for a **Solid Waste and Recycling Materials Collection and Disposal Services Contract**.

Proposals shall be submitted in sealed envelopes, shall include on the face of the envelope the name, address, and telephone contact of the Proposer and shall be marked **“Do Not Open” Solid Waste and Recycling Materials Collection and Disposal Services Contract Bid**.

All timely proposals will be opened and read aloud at the North Yarmouth Town Office at 4:01 P.M. on May 23, 2017.

No Proposer may withdraw a proposal within thirty (30) days after the date for submission given above.

**A mandatory pre-proposal meeting will be held at the North Yarmouth Town Office at 10:00 A.M. on Tuesday, May 9, 2017. Failure to attend the pre-proposal meeting disqualifies the proposer from the proposal process.**

**SECTION 2: INTRODUCTION**

The Town of North Yarmouth currently contracts with Pine Tree Waste, Inc. (“current Contractor”) for the weekly collection and disposal of Municipal Solid Waste (“MSW”) and Recycling Materials (“RM”). A copy of the existing contract is attached as **Appendix B** for reference and information. The current contract expires on June 30, 2017.

The Town and the Contractor has estimated that there is presently an average of **1342** residential stops. The Town presently allows eligible residential properties, in a **pay-as-you-throw program**, to dispose of MSW and RM curbside.

Tonnage totals for recycling and solid waste, broken down for the FY years 2012 through 2016 as reported by ecomaine, are attached as **Appendix C** for reference and information. The average three-year tonnage of solid waste collected is approximately **874** tons and recycling materials collected is approximately **425** tons. **It is important to note that North Yarmouth is trending toward equal tonnage between MSW and RM.**

**Appendix D** is a copy of the Town’s current Solid Waste Disposal & Recycling Ordinance. Proposers should be knowledgeable of these governing rules and regulations.

**SECTION 3: PROPOSAL GUIDELINES AND REQUIREMENTS**

The Town seeks competitive proposals (“Primary Proposal”) for continuation of the current level of waste and recycling collection and disposal services as summarized above, and as set forth in detail in the existing agreement with Pine Tree Waste, Inc.

All Proposers shall include a separate quote for the cost of a performance bond as a part of their competitive proposal. See Section 7.7.

**SECTION 4: PROPOSAL SPECIFICATIONS**

**4.1. Proposal Compliance**

By the act of submitting a Proposal for consideration under this Request, each Proposer agrees to be bound to comply with all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such differences must be fully explained within a proposal written narrative. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interests of the Town of North Yarmouth.

**4.2. Addenda and Interpretations**

No interpretation of the specifications or other contract documents will be provided orally to any Proposer. All requests for interpretation of any specification of this Request for Proposals, or other contract documents, shall be made in writing addressed to the Town Manager, Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine 04096; manager@northyarmouth.org. To be given consideration, all such requests for interpretation must be received not later than five (5) business days prior to the date fixed for the opening of the Proposals. Any and all such

interpretations and/or supplemental instructions provided to a Proposer shall be in the form of written addenda to these specifications and, if issued, shall be emailed, mailed (USPS), or faxed to all prospective Proposers at their respective contact addresses, not later than one (1) day prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such interpretive addenda shall not relieve any Proposer from any obligation under his/her Proposal as submitted. All addenda so issued shall become part of the contract documents.

**4.3. Contractor Qualifications**

- (a) Each Proposer, if a corporation, shall identify the state of incorporation and the names and addresses of all principal officers.
- (b) Each Proposer, if not a Maine Corporation, shall include with the Proposal a certified copy of the company's certificate of Authorization to do Business in the State of Maine.
- (c) Each Proposal shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.
- (d) Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer has operated or presently operates, a municipal MSW and RM collection and transportation service. **Each Proposer shall submit with his/her Proposal a list of four (4) communities and geographic areas in which the Proposer currently collects and transports municipal solid waste and recyclable material.** Such list shall include a description of the duration and type of the existing contract, the identity and population of community, and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified might be contacted by personnel designated by the Town of North Yarmouth.

**4.4. Proposer Responsibilities**

- (a) Proposers are cautioned to examine carefully all conditions affecting the collection and transportation of municipal solid waste and recyclables and to fully acquaint themselves with the volume and character of the material to be handled under this Contract.
- (b) Proposers are cautioned to fully familiarize themselves with the Town of North Yarmouth and all of the physical and geographic characteristics therein. Submission of a Proposal under these specifications shall be deemed conclusive evidence that the Proposer is fully acquainted with, and shall be fully responsible for, compliance with any restrictions, constraints, or physical hazards existing within the municipal boundaries of the Town of North Yarmouth. It is the responsibility of each Proposer to base its Proposal upon conclusions drawn from its own independent investigations.

**4.5. Basis for Acceptance or Rejection**

The Select Board will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the Base Proposal (one truck) and/or any combination of Additional Proposals submitted herewith.

The Town reserves the right to accept or reject any or all Proposals submitted, to waive terms stated herein; to reopen the Request for Proposals process and seek new proposals if, in the judgment of the Select Board, to do so will best serve the interests of the Town of North Yarmouth.

**4.6. Exceptions to Proposals**

The Proposer shall identify and describe any and all exceptions contained in its Proposal to any of the specifications identified in this Request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately and attached to the Proposal.

**4.7. Additional Data**

The Proposer shall submit pursuant to this subsection any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Select Board to consider during their deliberations and ultimate vendor selection.

**SECTION 5: CONTRACT REQUIREMENTS**

**5.1. Term of Contract**

The contract period will be for twenty-four (24) months beginning July 1, 2017, and ending June 30, 2019. The Contract will contain a renewal option for one additional two (2) year period if mutually agreed-to between the parties.

**Proposer should be aware that funding for any Town contract occurs at the annual Town Meeting, and that any agreement will be contingent on Town funding at the applicable Town Meeting(s).**

**5.2. Non-Assignment of Contract**

The successful Proposer (also referred to herein as the “Contractor”) shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, which approval may be withheld for any reason by the Town.

**5.3. Secured Disposal Site Contract**

All Proposers shall deliver MSW and RM collected in North Yarmouth to **ecomaine** or it’s designee during the term of this agreement.

**5.4. Contract Administration**

The Town Manager or her designee shall administer the provisions of the Contract on behalf of the Select Board for the Town. All work shall be performed in a manner satisfactory to the Select Board and in compliance with all governmental regulations. Decisions of the Select Board relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

**5.5. Invoice and Payment**

The Contractor shall be entitled to payments for services rendered as follows:

- (a) Invoices: Separate invoices shall be mailed monthly to the attention of the Town Manager, 10 Village Square Road, North Yarmouth, Maine 04097, monthly for One-Twelfth (1/12<sup>th</sup>) of the annual contract price for MSW/RM collection and disposal contract.
- (b) Payment: Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions; approval of the Board of Selectmen and/or claims for any failure by the Contractor to perform the work as specified.
- (c) Contract Cost: The annual contract price for collection and disposal of MSW/RM will increase on an annual basis starting July 1<sup>st</sup> of each succeeding year of the Contract, beginning July 1, 2017. The rate of annual increase will be based solely upon 70% U.S. Department of Labor CPI-W, All City Average for the twelve (12) month period ending December of the recent year.
- (d) Fuel Surcharge: Fuel shall be adjusted based on the increase or decrease of actual fuel cost to the Contractor as evidenced on the most recent invoiced price per gallon. The base cost per gallon shall be determined by this actual cost at the time the contract is signed. Each subsequent adjustment will be based on the most recent invoiced price to Contractor. The increase or decrease, as determined above will be applied to the volume of fuel used. Adjustments will be made bi-annually on January 1 and July 1 of each contract year. The first such adjustment will be on January 1, 2018.

**SECTION 6: WASTE COLLECTION INFORMATION**

**6.1. Locations and Number of Stops**

Pine Tree Waste, Inc., the Town’s current waste contractor, has estimated the average number of housing units currently eligible for service at 1342. The Town and chosen Contractor will jointly conduct a stop count during a typical October week of the first year (2017-2018) of the Contract and negotiate stop changes, if appropriate, in the contract amount for the second year (2018- 2019), and for each year thereafter, based upon the average of the data collected.

**6.2. Collection from Public and Private Roads**

The Contractor will be required to collect MSW and RM from all publicly maintained streets and roads in the Town of North Yarmouth, and from all privately maintained streets and roads if conditions of such streets or roads reasonably allow access for such collection. A current list of Town roads, both public and private, is shown in Appendix D.

The following criteria shall be used for determining whether a privately maintained road is reasonably accessible:

- (a) The road conforms to the Town ordinances, and/or Planning Board Subdivision regulations, and/or Town standards established for the road;
- (b) The road is a minimum of fourteen feet wide;
- (c) The road is regularly maintained to permit easy, year-round vehicle access;
- (d) The road has a turn around or cul-de-sac.

The CEO and/or Town Manager are the designated Town officials responsible for determining whether a private road satisfies these standards.

**6.3. Route Map**

The Contractor shall submit a collection route map to the Town Manager for approval within thirty days of the award of the Contract. Upon receiving written approval from the Town Manager, the Contractor shall place in a daily newspaper having general circulation in the Town of North Yarmouth a copy of the approved collection route map one week prior to the first scheduled collection week beginning July 2, 2017 all at Contractor's expense.

The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. For example, a short street could be moved from Tuesday's collection route to Thursday's. Minor modifications to the collection route will have no impact on the contract cost.

**6.4. Collection Procedures**

- (a) In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw the containers or bins on sidewalks, within two (2) feet of the travel way or within driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Town Manager or their designee, insufficient care resulting in the damage was exercised by the Contractor's employees.
- (b) Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- (c) No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Town Manager. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Town Manager's office shall be notified immediately.
- (d) If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any residence covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste Disposal & Recycling Ordinance and/or the terms of the Contract, the waste and/or recyclable container(s) shall be left behind and the Contractor or his employee shall immediately report the incident to the North Yarmouth Town Office.
- (e) Contractor's collection vehicles shall drive only on the correct side of the street when collecting.

**6.5. Collection Schedule**

- (a) **Time of Collection.** Curbside collection of MSW/RM shall be conducted **weekly** except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than **7:00 A.M.** and shall not continue later than **5:00 P.M.** on any scheduled collection day.
- (b) **Weather Conditions.** The Contractor will not collect MSW/RM on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant postponement of collection services. In the event that

predicted weather conditions may cause postponement, the Contractor will consult with the Administrative Assistant a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled MSW/RM collection. The Contractor will reschedule the missed collection day on the next day following the canceled collection day, unless that day falls on Christmas Day or Thanksgiving Day. In the event that the rescheduled collection day falls on either of these holidays, collection shall be postponed to the regularly scheduled collection day of the following week.

- (c) **Holidays.** Collection of MSW/RM will not occur Thanksgiving Day or Christmas Day. Regularly scheduled collection of MSW/RM falling on either of these holidays will occur on the next day following the scheduled holiday. Full service will be provided in the normal course on all other scheduled holidays
- (d) **Employees and Complaints.** A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or her designee or the Contractor.

#### **6.6. Customer Service Center**

The Contractor shall provide a customer service office with a toll-free telephone number. The customer service office shall be staffed with well-trained customer service representatives. These representatives shall have direct communication contact with all collection vehicles operating in the Town and with the North Yarmouth administrative offices. The office shall be open and staffed whenever collection is taking place in the Town.

### **SECTION 7: EQUIPMENT REQUIREMENTS**

#### **7.1. Equipment Inventory**

- (a) Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed.
- (b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided with the Proposal.
- (c) Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.

#### **7.2. Equipment Specifications**

- (a) The Contractor shall use all metal, watertight, completely enclosed “packer type” vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle’s manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW/RM.
- (b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- (c) All vehicles used by the Contractor shall be so equipped to provide direct communication with the Contractor’s customer service office.
- (d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/RM during collection.

- (e) All vehicles shall be inspected prior to the beginning of the contract period by an authorized State of Maine or New Hampshire inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- (f) All MSW/RM shall be collected by vehicles, which shall be empty and void of all solid waste or recyclables or other material prior to the commencement of a day's collection route.

**7.3. Equipment Failure**

Equipment failure resulting in the delay of collection must be reported to the Town Office within thirty (30) minutes of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within one (1) hour of notification of breakdown.

**SECTION 8: REQUIRED BONDS AND INSURANCE**

**8.1. Workers Compensation Insurance**

For the duration of the Contract, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Contract as awarded pursuant to these specifications set forth herein. If work is subcontracted, the Contractor shall require the subcontractor to similarly provide Workers Compensation insurance for all of its employees engaged in performing services under the Contract, unless such employees are covered under the Contractor's Workers Compensation policy. In the event any class of employees engages in hazardous work under the Workman's Compensation statute, the Contractor shall provide adequate insurance coverage for the protection of such employees not otherwise covered. All insurance coverage shall be in accordance with the State of Maine laws as amended during the term of the Contract and the requirements of the Industrial Accident Commission.

**8.2. Liability Insurance and Indemnification**

- (a) The Contractor shall carry and maintain insurance as specified below and in such forms as shall protect the Town of North Yarmouth and its employees and officials from all claims and liability for damages and bodily injury, including accidental death and/or property damage, which may arise from the Contractor's operations under this Contract. The Contractor covenants and agrees to hold the Town of North Yarmouth and its employees, agents, and officials harmless for loss and/or damage due to any claims for personal injury, accidental death, and/or property damage arising from or in connection with the Contractor's operations.
- (b) Minimum coverage for liability for property damage shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence and an aggregate limit of One Million Dollars (\$1,000,000.00).
- (c) The Contractor shall purchase and maintain an umbrella policy in the amount of One Million Dollars (\$1,000,000.00) covering the underlying policies.
- (d) All policies of insurance shall be written such that the Town of North Yarmouth will receive written notification of cancellation or amendments. A certificate of insurance from the Contractor's insurance carrier, showing at least the coverage limits of liability specified above and the expiration date, shall be filed with the Town before waste collection operations may begin.
- (e) Contractor shall make no claim against the Town of North Yarmouth or its officers for any injury to any of its officers, employees, or subcontractors for damage to Contractor's vehicles or equipment arising from work performed under the Contract. The Contractor agrees to hold the Town harmless for any claims so made, and to indemnify the Town, its officers, employees, agents and servants from all claims legal or equitable, including court costs and reasonable attorney's fees arising out of the performance of the Contract.

**8.3. Automotive Liability Insurance**

The successful Proposer shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of Four Hundred Thousand (\$400,000.00) for bodily injury per occurrence, and minimum liability coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence for property damage, with an aggregate limit of One Hundred Thousand Dollars (\$100,000.00) for property damage, or in such other amounts as the Town may reasonably require from time to time.

**8.4. Pollution Liability Insurance**

The successful Proposer shall purchase and maintain pollution liability insurance in the coverage amount of not less than One Million Dollars (\$1,000,000.00).

**8.5. Deductible Amount**

Contractor will reimburse the Town and hold it harmless from the cost of any losses for which Contractor is responsible and to which a deductible amount may apply. The deductible amount in any insurance policy required under this section shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) without the prior written consent of the Town.

All such insurance policies shall name the Town and its officers, agents and employees as additional insured, except that for purposes of Workers' Compensation insurance, Contractor instead may provide a written waiver of subrogation rights against the Town, as permitted by Maine law. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Maine, shall be in form satisfactory to the Town and shall contain a provision prohibiting cancellation except upon at least thirty (30) days prior written notice to the Town and shall contain a complete waiver by the insurer of subrogation against the Town. All such insurance policies will be primary in the event of a loss arising from Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Contractor shall not commence work under the Contract until it has obtained all insurance coverage required under this subparagraph and any insurance policies have been approved by the Town. All such insurance policies shall have a retroactive date which is the earlier of the date of the Contract between the parties or Contractor's commencement of services there under.

**8.6. Failure to Enter into Contract: Forfeiture of Deposit**

The successful Proposer must sign and return the Contract, with the required certificate of insurance and performance bond, within fourteen (14) days after notification by the Town that the Contract is ready for signature. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town.

**8.7. Performance Bond**

In addition to the Additional Proposals set forth above, each Proposer shall provide a quote for a performance bond in an amount equal to One Hundred Percent (100%) of the Contract Price, for the first six (6) calendar months of the Contract.

**Appendix A**

**TOWN OF NORTH YARMOUTH  
Residential Refuse and Recycling Collection/Disposal  
Proposal Form**

**I, the undersigned, hereby declare that I have fully examined the "Request for Sealed Proposal" documents, including the Town's current Contract with Pine Tree Waste, Inc. and hereby propose to collect, remove and dispose of residential refuse and recycling as follows:**

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Item A: Base Service Proposal**

Municipal refuse (MSW) and recycling materials (RM) will be collected curbside in conformance with these specifications and as presently provided through the Town's current contract with Pine Tree Waste Inc. MSW & Recycling Materials will be collected weekly from each eligible residential property in the Town of North Yarmouth one (1) truck. Roads to be picked up and house counts will be as outlined in the base proposal.

Annual Price \$ \_\_\_\_\_

Annual Price In words: \_\_\_\_\_

**Performance Bond Quote**

Annual cost of Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract Price for the first six (6) calendar months thereof:

Annual Price \$ \_\_\_\_\_

Annual Price In words: \_\_\_\_\_

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**NAME OF FIRM:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Placeholder**

Appendix B - Current Contract

Appendix C - Tonnages

Appendix D - Solid Waste Disposal & Recycling Ordinance

Appendix E - Road Map & List

**TOWN OF NORTH YARMOUTH  
Residential Refuse and Recycling Collection/Disposal  
Proposal Form**

**Additional Proposal No. 2:** The delivery of roll offs, roll off transportation and disposal of bulky waste, construction/demo debris, metal and universal waste for a once a year collection day. (Collection day is usually the first Saturday in June)

**Item D: Additional Proposal No. 2:**

Roll off container delivery, transportation and disposal cost of bulky waste, construction/demo debris, metal and universal waste.

Delivery and use of 4 (four) 30 yd. open top roll offs (C and D)	\$ _____ per container.
Delivery and use of 4 (four) 40 yd open top roll offs (Metals)	\$ _____ per container
Delivery and use of 1 (one) 40 yd open top roll offs (Asphalt Roof Shingles)	\$ _____ per container
Delivery and use of 2 (two) Packer Trucks (Other Bulky Waste)	\$ _____ per hour
Delivery and use of Universal Waste Disposal Truck	\$ _____ per hour
Transportation of 30 yd. roll off container	\$ _____ per haul
Transportation of 40 yd. roll of container	\$ _____ per haul
Disposal at licensed site of C/D materials	\$ _____ per ton
Disposal of Bulky Waste	\$ _____ per ton
Disposal of Mixed Metals	\$ _____ per ton
Disposal of Asphalt Roof Shingles	\$ _____ per ton

# SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION SERVICES AGREEMENT

## TOWN OF NORTH YARMOUTH, MAINE

This Agreement made on this 23<sup>rd</sup> day of    April 2014 by and between Pine Tree Waste, Inc. ("Contractor"), a Maine corporation, and the Town of North Yarmouth, Maine ("Town").

**WHEREAS**, the Contractor is in the business of collecting and transporting Municipal Solid Waste and Recyclables for ultimate disposal or processing; and

**WHEREAS**, the Town desires to engage Contractor to collect Municipal Solid Waste and Recyclable Materials at street side for transportation to designated disposal and processing facilities.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

**DEFINITIONS**: For purposes of this Agreement, the following terms shall apply:

**Municipal Solid Waste ("MSW")**: Non-baled solid waste normally disposed of by households in the State of Maine, not including, Bulky Waste, White Goods, and Commercial Waste; as defined herein, and not containing any Hazardous Waste.

**Recyclable Material**: All items approved by Ecomaine as acceptable Single Sort material that are placed at the curbside on collection day in an appropriate container.

**Approved Recycling Container**: A container that does not exceed 30 gallon capacity, nor weigh more than 40 lbs. when full with handles.

**Approved MSW Container**: A North Yarmouth approved plastic bag that does not exceed 30 gallon capacity, nor weigh more than 40 lbs. when full. Contractor is not responsible for the collection and removal of any MSW that is not inside the approved plastic bag.

**Ecomaine, Inc (Ecomaine)**: Shall mean the facility duly permitted to receive "MSW" and "Recyclable Material" for disposal and processing from the Town, located in Portland, Maine. All collection of MSW and Recyclable Material transported to Ecomaine shall be limited to "acceptable waste" as determined by Ecomaine. For the purposes of this Agreement "acceptable waste" shall be defined as MSW and Recyclable Material as defined herein.

**Bulky Waste**: A large item or bundle, other than commercial construction and demolition debris or hazardous waste, or White Goods which cannot fit into a container or bag. Bulky Waste is not included in the scope of this Agreement.

**Construction and Demolition Debris**: Waste Building Materials resulting from the process of construction, remodeling, repair, and demolition activities. Construction and Demolition Debris is not included in the scope of this Agreement.

**Residence**: A dwelling unit such as a home, trailer or multi family dwelling with three units or less, not including commercial properties, motels or hotels.

**Approved Resident User**: Any occupant of a residence.

Hazardous Waste: Wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, or other special wastes as defined by State and Federal regulations. Hazardous Waste is not included in the scope of this Agreement.

Commercial Waste: Any waste generated from a commercial source shall not be collected under the guidelines of this Agreement.

White Goods: Any large metal items which cannot fit into a container or bag. White Goods are not included in the scope of this Agreement.

**2. TERM:**

The Term of this Agreement shall be for the period July 1<sup>st</sup> 2014 to and including June 30<sup>th</sup> 2017.

**3. SCOPE OF SERVICES:**

Curbside Collection

Contractor will collect and transport MSW and Recyclable Material from the street-side of residences and other locations specified herein. Collection of MSW and Recyclable Material will not start before 7:00 a.m. on the same day on routes established by Contractor and agreed to by the Town. Bags of MSW and containers of Recyclable Material will be placed street-side by 7:00 a.m. on the designated collection day. Exceptions to collection hours will be affected only upon mutual agreement of the parties, or when Contractor reasonably believes that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will provide an adequate number of vehicles for the collection of MSW and Recyclable Material. Contractor will not pick up any container or bag that exceeds a weight of forty (40) pounds. Contractor will not collect tires, bulky articles, C&D or other materials not specifically identified as acceptable MSW or Recyclable Material. Residents will have no limit on the amount of MSW or Recyclable Material that can be placed at street side provided that all MSW is contained in Town of North Yarmouth approved plastic bags and Recyclable Materials are placed in approved containers.

All equipment used in the performance of this Agreement will be maintained in a clean and sanitary condition. All services shall be performed in a neat, workmanlike manner subject to approval of the North Yarmouth Board of Selectmen.

Contractor will transport MSW and Recyclable Material for disposal or processing to Ecomaine. Contractor will take title to any and all MSW and Recyclable Material upon pick-up and will be responsible for the disposition of such MSW and Recyclable Material to the location specified above, however, in no case will the Contractor take title to Hazardous Waste. Contractor shall not mix Commercial, or other non-residential MSW and Recyclable Material with those of the Town, nor will the Contractor mix waste with any other municipality unless specifically authorized by the Town's Board of Selectmen. The Town shall be responsible for all costs associated with the disposal of MSW and Recyclable Material at Ecomaine.

Contractor shall collect MSW and Recyclable Material in compaction type trucks and has agreed to use one truck for the collection of both MSW & Recyclable Material. Contractor must provide evidence of providing reliable service and truck availability of back-up collection equipment.

Contractor shall promote safe conditions and will not drive on the wrong side of the road or veer back and forth across the road when collecting the MSW and Recyclable Material.



annually on January 1 and July 1 each year. The first such adjustment will be on January 1, 2015.

Fuel adjustment example #1 (Increase in fuel price):

Base fuel cost per invoice	\$3.40
Fuel Cost at adjustment period	\$3.50
Increase/Decrease	\$0.10
Fuel adjustment (\$0.10 x 600 gal)	\$60.00 per month

In the example the City would be invoiced an additional \$60.00 per month for the 6 subsequent months.

Fuel adjustment example #2 (decrease in fuel price):

Base fuel cost per invoice	\$3.40
Fuel Cost at adjustment period	\$3.30
Increase/Decrease	(\$0.10)
Fuel adjustment (\$0.10 x 600 gal)	(\$60.00 per month)

In the example the City would be invoiced \$60.00 per month less for the 6 subsequent months.

5. **CONTRACTOR'S GUARANTEES.** Contractor, during the provision of the services provided hereunder, guarantees that the Town will remain in compliance with any and all solid waste/recycling laws, rules, regulations, or mandates of the State of Maine and/or any agency thereof promulgated as of the date of this agreement.
6. **INDEMNIFICATION.** Contractor will indemnify and hold Town harmless from and against any and all loss, damages, claims, causes of action, and other expenses arising from bodily injury, including death to persons, or property damage, including environmental liability caused by Contractor's sole negligent operation under this Agreement, except where such loss, damage, claim, cause of action, or expense arises out of the negligence of the Town.
7. **PERMITS AND LICENSES.** Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required for Contractor to perform the work and services described herein.
8. **INDEPENDENT CONTRACTOR.** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of Town, and no such person shall be entitled to any of the benefits available or granted to employees of Town.
9. **NON-ASSIGNMENT.** Neither Contractor nor Town shall assign, transfer, convey, or otherwise hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.
10. **COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor will comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the

term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

11. **INSURANCE.**

Contractor shall obtain and maintain insurance in the name of "Town of North Yarmouth" throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below.

<b><u>Coverages</u></b>	<b><u>Limits of Liability</u></b>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Personal/Bodily Injury Liability	\$2,000,000 Combined Single Limit
Property Damage Liability	\$2,000,000 Combined Single Limit
Automobile Bodily Injury	\$3,000,000 Combined Single Limit
Automobile Property Damage	\$3,000,000 Combined Single Limit
Excess Umbrella Liability	\$5,000,000 Each Occurrence

12. **TERMINATION.**

In the event Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify Contractor in writing of the nature of such default. The Contractor upon receipt of said notice shall have twenty (20) days to correct the default with due diligence. If Contractor fails to correct the default as provided above, the Town reserves the right to terminate this Agreement with thirty (30) days notice in writing. The Town also reserves the right to terminate this Agreement if the Town funds become unavailable.

13. **NOTICES.** All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

**To Town:**

Town of North Yarmouth  
Town Manager  
10 Village Square Road  
North Yarmouth, ME 04097

**To Contractor:**

Pine Tree Waste, Inc.  
87 Pleasant Hill Road  
Scarborough, ME 04074

Or to such other addresses as the parties may designate in writing.

14. **WAIVER.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.
15. **LAW TO GOVERN.** Town and Contractor agree that the laws of the State of Maine shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
16. **TITLE OF SECTIONS.** Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.
17. **AMENDMENT.** This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.
18. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their successors, and permitted assigns.
20. **ENTIRETY.** This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
21. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.
22. **FORCE MAJEURE**
  - a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor

action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

- b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.
- c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

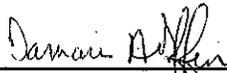
**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date first hereinabove written.

Pine Tree Waste, Inc.

  
\_\_\_\_\_  
By: Brian Oliver  
Title: Vice President

4/29/14  
Date

TOWN OF NORTH YARMOUTH, MAINE

  
\_\_\_\_\_  
By: Marnie Diffie  
Title: Town Manager (interim)

4-23-2014  
Date