

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, February 7, 2023
Regular Business Meeting
6:00 PM**

Wescustogo Hall & North Yarmouth Community Center

Select Board Members

Brian Sites, Chairperson
Andrea Berry, Board Member

Paul Hodgetts, Board Member
Kate Perrin, Board Member

Amy Haile, Board Member

I. Call to Order

- A. Pledge of Allegiance
- B. History Minute

II. Executive Session- 1 M.R. S. § 405 (6)(A) to discuss personnel matters.

III. Appointments

EDSC Resignation-Kevin Robinson

IV. Special Presentations

- A. PACTS Project Engineering Design and Cost Update
- B. LD 2003 Update-Matt Panfil, Planning Director, GPCOG
- C. EV Charging Stations-Fortunat Mueller, President ReVision Energy
- D. Cumberland/North Yarmouth Little League-Improvements to Softball Field

V. Announcements

VI. Consent Agenda

- A. Municipal Payroll Warrants
- B. Municipal Accounts Payable Warrants
- C. Select Board Minutes January 17, 2023

VII. Public Comment - Non-Agenda Items

VIII. Management Reports & Communications

- A. Town Manager's Report

IX. Old Business

- A. Board and Committee Appointment Process

X. New Business

- A. Waiver of Foreclosure
- B. Audio Visual Broadcasting Equipment-Change Order #1
- C. Solicit Bids for PACTS Project W.I.N. #025813.00
- D. Sweetser Road Culvert Bid Award
- E. Cumberland/North Yarmouth Little League-Improvements to Softball Field
- F. Write-Off Personal Property Tax

XI. Any Other Business

XII. Adjournment

REMINDERS TO THE ATTENDING PUBLIC: Please mute all digital devices; Select Board meetings are open to the public, but the public may not speak unless recognized by the Chairperson first. **Workshops:** The public is welcome to attend workshops and listen to the discussion that takes place. The purpose of holding a workshop is to provide the Select Board with the opportunity to focus on specific town matters to later present at a regular business meeting. Therefore, public participation is limited to only regular business meetings of the Select Board.

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

February 7, 2023

Motion to enter into executive session- Time_____

Motion_____, Second _____ Vote_____

Motion to enter regular session-Time_____

Motion_____, Second _____ Vote_____

VI. Consent Agenda

Motion_____, Second _____ Vote_____

A. Municipal Accounts Payable Warrants

\$
\$
\$

B. Municipal Payroll Warrants

\$
\$

C. Select Board Minutes-January 17, 2023

Suggested Motion

To approve the consent agenda as presented.

IX. Old Business

A. Board and Committee Appointment Process

Motion_____, Second _____ Vote_____

Suggested Motion

To approve the Board and Committee Appointment Process as Presented.

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

X. New Business

A. Waiver of Foreclosure:

The Municipal Treasurer, when authorized by the Select Board, may waive the foreclosure of a tax lien mortgage by recording a waiver of foreclosure in the registry of deeds in which the tax lien certificate is recorded before the right of redemption shall expire. (36 M.R.S., Chapter 105 § 944, "Foreclosure for equitable relief, procedure).

Suggested Motion

Move that the Select Board authorize the Treasurer to file a waiver of foreclosure for account #143, Hilda Gladstone, 111 Mountfort Rd., Map Lot 003-091, for the 2020 tax lien mortgage in the Cumberland County Registry of Deeds. Second, discussion and vote follow.

Motion _____, Second _____ Vote _____

Suggested Motion

B. Audio Visual Broadcasting Equipment-Change Order #1

This change order is to include AV systems in additional building spaces that were excluded from the bid RFP as outlined below:

Merrill Room- Projection Screen
Anderson Room – Camera and Microphones
Gymnasium-Portable Production Equipment

The total lump sum for this proposal is \$37,059.11 bringing the total for this project to \$181,114.75. This project is funded through the American Rescue Plan Act (ARPA) and has an estimated budget of \$200,000.

The Town received \$408,573.60 and the voters approved at the April 30, 2022 Annual Town Meeting, to designate \$372,000 of ARPA funds for this project and the Sweetser Road Culvert project.

Suggested Motion

To approve change order #1 for the Audio/Visual Broadcasting Equipment

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

C. Solicit Bids for PACTS Project W.I.N. #025813.00

The Town of North Yarmouth has entered into a Three-Party Municipal Partnership Agreement with MDOT and Portland Area Comprehensive Transportation System (PACTS) for proposed improvements to Walnut Hill & Cumberland Road.

The scope of the project consists of upgrading the intersection of Cumberland Road and Pea Lane to meet ADA standards, as well as drainage improvements and reconfiguration of the intersection of Cumberland Road and Walnut Hill Road.

The preliminary cost estimates for this project should be about \$600,000. Currently, we are requesting permission to solicit bids for this project.

Suggested Motion

Authorize the Town Manager and Town Engineer to solicit bids for the PACTS Project W.I.N. #025813.00.

Motion _____, Second _____ Vote _____

D. Sweetser Road Culvert Bid Award

On January 24th, 2023, bids were opened for the Sweetser Road Culvert Replacement project. Five bids were received as follows:

Contractor	Location	Crossing Complete	Raise Road	Guard Rail	Total Bid
<u>Skid Steer Svs., LLC</u>	Naples, ME	\$394,578.00	\$12,578.00	\$13,578.00	\$420,734.00
<u>St. Laurent & Son, Inc.</u>	Lewiston, ME	\$698,897.00	\$19,250.00	\$4,850.00	\$722,997.00
<u>A.H. Grover</u>	North Yarmouth, ME	\$375,298.00	\$7,000.00	\$5,575.00	\$387,873.00
Alternate #1		\$303,000.00	\$7,000.00	\$5,575.00	\$315,575.00
Alternate #2		\$267,000.00	\$7,000.00	\$5,575.00	\$279,575.00
<u>J. Pratt Construction, Inc.</u>	Hebron, ME	\$409,898.00	\$2,500.00	\$4,400.00	\$416,798.00
<u>Storey Brothers, Inc.</u>	Cumberland, ME	\$471,945.00	\$9,730.00	\$5,340.00	\$487,015.00

The low bidder is A.H. Grover Inc. The bid documents were examined by Dirigo Engineering, and they found everything to be in order. A.H. Grover, Inc. provided an alternative to the primary design of a precast box bridge and lower price using a 4-sided

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

box culvert. This type of construction is allowed on their plans, and they support using this product.

The funding for this project comes from three sources as follows:

1. DEP Stream Crossing Grant	\$125,000
2. ARPA Funds	<u>\$172,000</u>
	\$297,000

The Audio-Visual has an estimated balance of 18,885.25 that can be re-allocated to this project to cover the \$18,575 difference.

Suggested Motion

Award the bid for the Sweetser Road Culvert project to A. H. Grover, bid Alternate #1 for a total bid package of \$315,575 and allocated \$18,575 from the Audio-Visual project to fully fund this project and authorize the Town Manager to execute the contract documents.

Motion _____, Second _____ Vote _____

E. Cumberland/North Yarmouth Little League-Improvements to Softball Field

The Cumberland/North Yarmouth Little League seeks approval from the Select Board , to apply for a building permit for the following improvements to the Softball field located at WH &NYCC:

- Relocated existing storage shed.
- Install underground utilities (electricity & water).
- Remove and relocated existing parking barriers and install new parking barrier.
- Construct new Snack Shack/Announcers Booth.
- Feed underground power to new scoreboard.

All expenses will be the sole responsibility of the Cumberland North Yarmouth Little League. Donors and volunteers will assist in the project go create a better recreation facility for the community.

Suggested Motion

Approve the project and authorize CNYLL to apply for a building permit for improvements to the Softball Field.

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

F. Write-Off Personal Property Tax

A 2021 business and equipment tax was assessed to Tender Years Learning Center that is currently delinquent. The Tax Collector has not been successful in collecting the tax. Since this is a 2021 tax, it is too late to file a UCC Lien on the property.

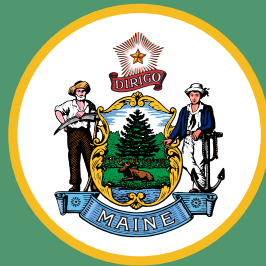
The 2021 were assessed as of April 1, 2020, and a lien would have need to be filed by 4/1/2022. Two months is not enough time to begin the collection process on delinquent taxes therefore, I am recommending that the Select Board write-off the 2021 Personal Property Tax assessed to Tender Years Learning Center in the amount of \$288.44 that has a principal balance of \$248.25 and accrued interest of \$40.19 through February 7, 2023, due to the inability to collect the tax.

Suggested Motion

Approve the write-off of personal property taxes assessed to Tender Years Learning Center in the amount of \$288.44.

Motion _____, Second _____ Vote _____

LD 2003 Guidance



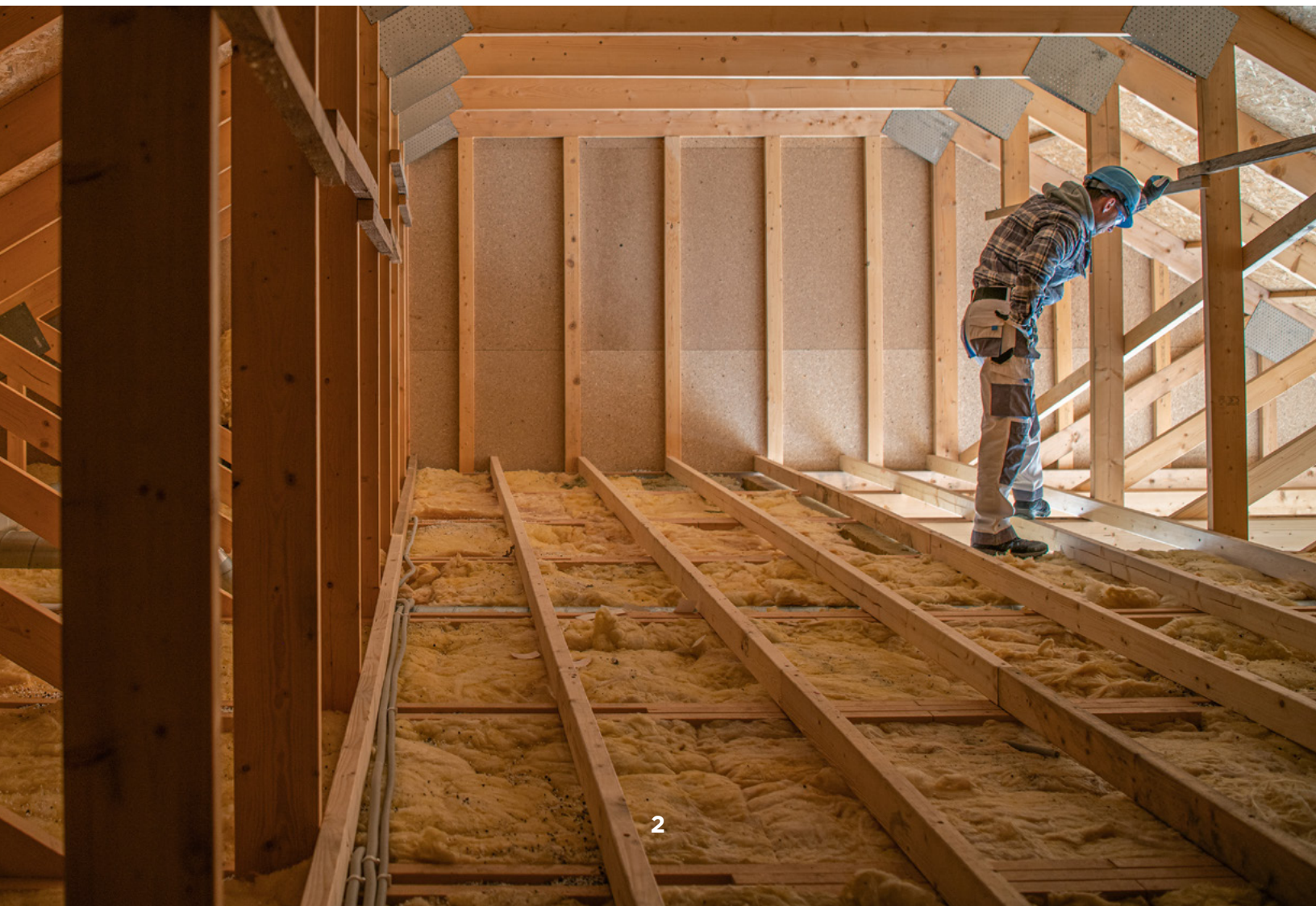
MAINE DEPARTMENT OF
ECONOMIC AND COMMUNITY
DEVELOPMENT

LD 2003 Guidance

“An Act To Implement the Recommendations of the Commission To Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions,” generally referred to by its legislative tracking name of LD 2003, was signed into law by Governor Mills on April 27, 2022. This law is designed to remove unnecessary

regulatory barriers to housing production in Maine, while preserving local ability to create land use plans and protect sensitive environmental resources. LD 2003 is based on the recommendations of the legislative commission named in the title, though not all those recommendations are included in the enacted legislation.

This guidance is the result of a collaborative effort by the Department of Economic and Community Development, the Governor’s Office of Policy Innovation and the Future, the Department of Agriculture, Conservation and Forestry; legislative staff, and several municipal lawyers and community planners. It is intended to provide information for local authorities to use in determining how LD 2003 affects their local zoning and land use codes, as well as what steps they can take if they wish to tailor their ordinances to avoid conflicts with state laws. While it is not legally binding or intended to serve as a substitute for the language of LD 2003 or the rules that will be adopted under the law, this guidance represents the interpretation of LD 2003 and its requirements by the state agencies that are responsible for its implementation.





LD 2003 has the following sections that are relevant to municipal government. The amended sections of state law are shown in the chart below. Among other things:

1. Section 4 allows for additional density for “affordable housing developments” in certain areas.
2. Section 5 generally requires that municipalities allow between two and four housing units per lot where housing is permitted.
3. Section 6 requires that municipalities allow accessory dwelling units to be located on the same lot as a single-family home, under certain conditions.
4. Sections 3 and 7 require that the state establish statewide and regional housing production goals and set forth ways in which local governments can coordinate with that goal.

WHILE LD 2003 WENT INTO EFFECT ON AUGUST 8, 2022, SOME ELEMENTS OF THE LAW ARE NOT REQUIRED TO BE APPLIED UNTIL JULY 1, 2023

LD 2003 in Brief			
<p>Effective Aug. 8, 2022</p> <p>Statewide Housing Production Goals</p> <p>(5 MRSA §13056, sub-§9)</p>	<p>Effective Aug. 8, 2022</p> <p>Municipal Role in Fair Housing/ Short Term Rentals</p> <p>(7 30-A MRSA §4364-C)</p>	<p>Effective July 1, 2023</p> <p>Accessory Dwelling Units</p> <p>(6 30 A MRSA §4364-B)</p>	
	<p>Effective July 1, 2023</p> <p>Affordable Housing Density in Growth Areas Bonus</p> <p>(4 30-A MRSA §4364)</p>	<p>Effective July 1, 2023</p> <p>Two to Four Units</p> <p>(5 30-A MRSA §4364-A)</p>	

IN GENERAL, AS LONG AS THESE ACTIONS ARE CONSISTENT WITH LD 2003, MUNICIPALITIES MAY:

CONTINUE to develop Growth Management programs, including comprehensive plans and zoning consistent with those plans

ENFORCE local shoreland zoning ordinances consistent with state shoreland zoning law

REGULATE how many square feet of land are needed for each dwelling unit (other than accessory dwelling units)

CONDUCT site plan review, if authorized by local ordinances, of any residential development

REGULATE the maximum size of accessory dwelling units

REGULATE short-term rentals in their community

CREATE rate of growth ordinances so long as they do not limit the number of accessory dwelling units outlined in Section 6

CREATE local ordinances that are more permissive for residential housing development than the requirements of LD 2003

REGULATE housing development based on documented water and wastewater capacity constraints

IN GENERAL, UNDER THIS LAW, LOCAL GOVERNMENTS MAY NOT:

ENACT local ordinances that allow housing but limit it to one unit per lot

PROHIBIT one accessory dwelling unit per lot or count those units towards a rate of growth ordinance

LIMIT the affordable housing density bonuses allowed in LD 2003 in growth areas as defined in state law

Affordable Housing Density Bonus

30-A MRSA §4364

This section creates an automatic density bonus for certain affordable housing developments. To qualify for this bonus, the development must:

1. Be approved after June 30, 2023
2. Include a certain number of rent or sales price restricted affordable housing units
3. Be in a growth area under section 4349-A, subsection 1, paragraph A or B, or served by water and sewer
4. Be in an area in which multifamily dwellings are allowed
5. Meet shoreland zoning requirements, meet minimum lot sizes if using subsurface waste disposal, and verify that water and sewer capacity is adequate for the development

BONUSES FOR AN AFFORDABLE HOUSING DEVELOPMENT

To take advantage of this density bonus, a development must qualify as “affordable” (as defined below). If eligible, the affordable housing development qualifies for the following exceptions to the zoning requirements in the community:

1. The number of units allowed will be 2.5 times the number allowed for a development not designated affordable
2. The off-street parking requirements may not exceed two spaces for every three units

So, for example, if a developer can build up to six units on a site under local rules, and designates the development as affordable, the developer would be eligible to build 15 units (6×2.5). The local off-street parking requirement for this development could not exceed ten spaces ($15 \times \frac{2}{3}$). In cases of fractional results, the number of units would generally be rounded down, but the number of spaces would generally be rounded up.



WHAT REQUIREMENTS DO AFFORDABLE HOUSING DEVELOPMENTS HAVE TO MEET TO RECEIVE THE DENSITY BONUS?

For rentals, a household with an income at no more than 80% of the area median income for the community, as defined by the U.S. Department of Housing & Urban Development, must be able to afford more than half of the units in the development. That means that rent and certain other housing expenses will not require more than 30% of the household's income.

For homeownership projects, a household with an income at no more than 120% of the area median income for the community, as defined by the U.S. Department of Housing & Urban Development, must be able to afford more than half of the units in the development. That means that mortgage payments (including mortgage insurance) and certain other housing expenses will not require more than 30% of the household's income.

The units that will be affordable at these levels must be restricted through a restrictive covenant that is enforceable by a party acceptable to the municipality (which could be the municipality) for at least 30 years, and that states that the units must be restricted in rent or sales prices accordingly. Often these developments will be getting funding through MaineHousing, which typically requires a comparable covenant.

Information on Area Median Incomes is updated annually by the U.S. Department of Housing & Urban Development. For reference, MaineHousing maintains updated 80% of area median income and 120% of area median income data on their website.

[View AMI data on MaineHousing.org](#)

QUESTIONS AND ANSWERS ON AFFORDABLE HOUSING DENSITY BONUS

What is meant by “multifamily dwellings?”

“Multifamily dwellings” will be defined in rulemaking, but in planning practice generally applies to three units or more.

What is a “base density that is otherwise allowed?”

Under a local zoning code, the “base density that is otherwise allowed” is the number of dwelling units that might be allowed in a list of uses, and/or the maximum number of units allowed based on dimensional requirements, such as lot area per dwelling unit.

If lot area per dwelling unit can be used as a measure of number of units permitted, do the limits on lot area per dwelling unit requirements in Section 5 apply?

This will be addressed in rulemaking.

How does this density bonus interact with any local density bonus that might exist?

This will be addressed in rulemaking.

What if a household exceeds the maximum income after living in the unit?

LD 2003 specifies that the income eligibility is based on household income “at the time of initial occupancy,” meaning that a household could be allowed to remain in an “affordable” unit if their income goes up after they occupy the unit. MaineHousing has experience with this issue, as do communities that manage their own affordable housing programs, so there may be best practices that can be adopted locally. The restrictive covenants should outline how this would work.

What happens when a restricted affordable home ownership unit is sold?

The restrictive covenants should outline how this would work. MaineHousing has experience with this issue, as do communities that manage their own affordable housing programs, so there may be best practices that can be adopted locally.



Residential Areas, Generally; Up to 4 Dwelling Units

30-A MRSA §4364-A

This section requires municipalities to allow multiple dwelling units on parcels where housing is allowed, provided evidence of sufficient water and wastewater capacity exists, beginning on July 1, 2023. Municipalities may not apply different dimensional requirements to lots with more than one housing unit on them than they would to a lot with one housing unit, with the exception that they may require a minimum lot area per dwelling unit. However, if the municipality chooses to require a minimum lot area per dwelling unit, the lot area required may not be less for the first unit than for subsequent units.

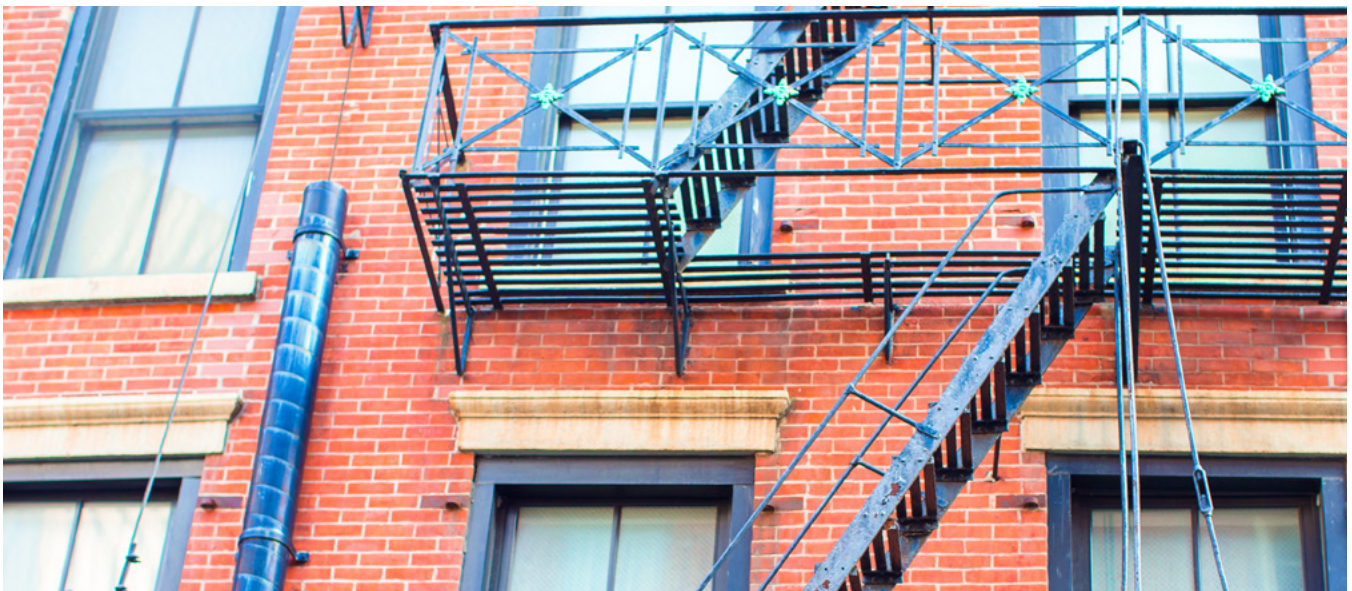
The number of units allowed under this section depends on a few factors:

- A lot without a dwelling unit already on it can have two units if it is not within a designated growth area under section 4349-A, subsection 1, paragraph A or B, served by water system and sewer in a municipality without a comprehensive plan.
- A lot with an existing dwelling unit may have up to two additional dwelling units, either one additional attached dwelling unit, one additional detached dwelling unit, or one of each.

- A lot without a dwelling unit already on it can have four units if it is either:
 - Within a designated growth area under section 4349-A, subsection 1, paragraph A or B, or
 - Served by water system and sewer in a municipality without a comprehensive plan.

Municipalities may allow more than the minimum number required to be allowed on all lots that allow housing, if they wish. In addition, private parties are permitted to restrict the number of housing units on a lot in a private easement, covenant, deed restriction or other agreement provided the agreement does not violate State or Federal rights such as equal protection.

Finally, a municipality may determine in local ordinance that if a property owner tears down an existing dwelling unit, the lot may be treated under this section as if the dwelling unit were still in existence.



Lot Area per Dwelling Unit

Additional units may not require more land area per unit than the first unit

NOT PERMITTED



One Unit Requires
10,000 sq ft



Two Units Require
30,000 sq ft



Three Units Require
50,000 sq ft

PERMITTED



One Unit
Requires
10,000 sq ft



Two Units
May Require Up
To 20,000 sq ft



Three Units
May Require Up
To 30,000 sq ft

QUESTIONS AND ANSWERS ON RESIDENTIAL AREAS, GENERALLY UP TO 4 DWELLING UNITS

Subsection 2 (“Zoning Requirements”) says that municipal zoning ordinances “must” comply with certain conditions, but subsection B. says that they “may” regulate how this section applies to a lot where a dwelling unit is torn down. Is this a “must” or a “may”?

Municipalities have the option of taking the actions in subsection B but do not have to do so, in which case a lot where a dwelling unit was torn down would be viewed as a vacant lot.

Subsection 4 says that verification must be provided to “the municipality” of water and wastewater services. Who should that verification be provided to?

These capacity issues should be reviewed by the municipal staff or board that would normally review these issues as part of any housing development.

What if a municipality does not use Certificates of Occupancy?

Subsection 4 says that the municipality will “certify [a] structure for occupancy.” This requirement should be met for new housing developments under this section the same way they would be for any other housing.

What is meant by “potable” water?

This will be addressed in rulemaking.

What if housing is allowed in an area but only as a conditional use?

Housing would be considered allowed in that area for the purposes of subsection 1. This will be further addressed in rulemaking.

What does “attached to an existing structure” mean?

Local ordinance can define “attached” but it would generally mean having physically connected finished spaces, not just connected via a common porch, breezeway or foundation.

Does the language in subsection 1 mean that if a lot is served by water and sewer in a municipality without a comprehensive plan that it does not need to be vacant to allow up to 4 units?

No, that language still requires the lot not “contain an existing dwelling unit.”



Residential Areas

Empty Lot Where Housing Is Already Allowed

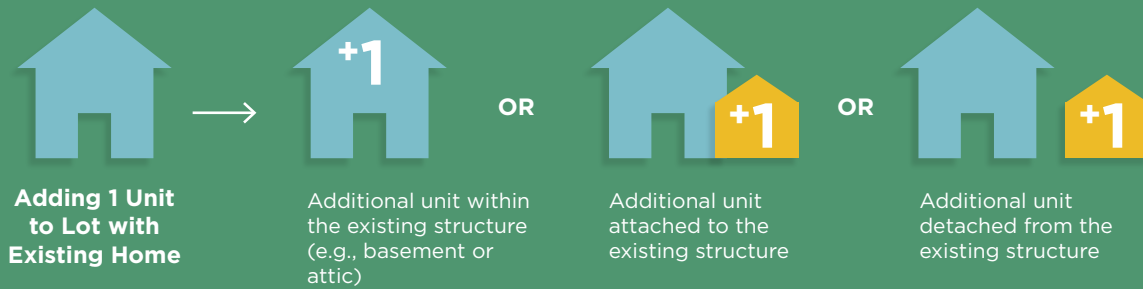


NOTE: The three and four units can be within one structure or multiple structures.

THREE AND FOUR UNITS ALLOWED IF:

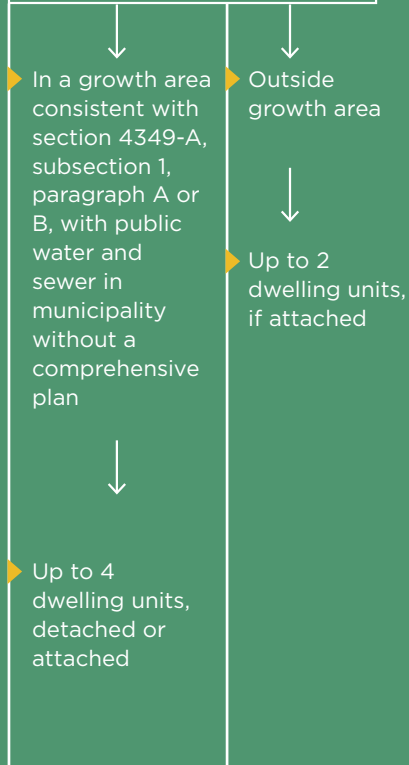
- Located in "growth area" consistent with section 4349-A, subsection 1, paragraph A or B.
- Located in area with existing water/sewer capabilities in towns without comprehensive plans.

Existing Home



What Can Be Built On This Lot?

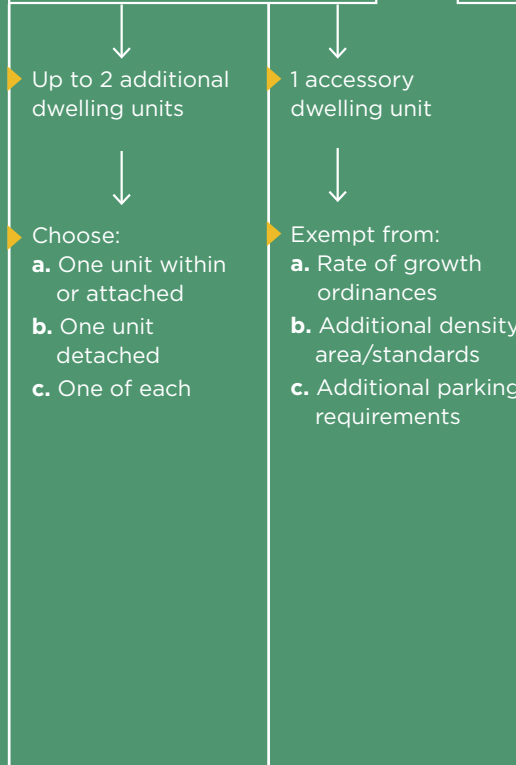
ON LAND WITH ZERO EXISTING UNITS



PRIVATE, STATE OR LOCAL STANDARDS SUCH AS THESE MAY APPLY:

- Home Owners Association regulations
- Deed restrictions
- Lot size, set back, density (not greater than single family)
- Septic requirements
- Minimum Lot Size
- Additional Parking requirement
- Growth ordinance permits
- Shoreland Zoning
- Subdivision Law

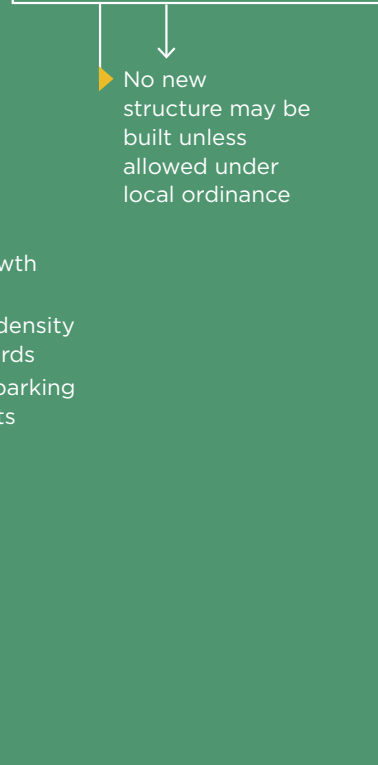
ON LAND WITH ONE EXISTING UNIT



PRIVATE, STATE OR LOCAL STANDARDS SUCH AS THESE MAY APPLY:

- Home Owners Association regulations
- Deed restrictions
- Lot size or set back requirements (not greater than single family/existing accessory structure)
- Septic requirements
- Shoreland Zoning
- Other locally determined ADU standards (e.g. maximum size, rules regarding short term rental, etc.)

ON LAND WITH TWO EXISTING UNITS



Accessory Dwelling Units

30-A MRSA §4364-B

This section essentially allows any lot with a single-family dwelling in an area where housing is permitted to have one accessory dwelling unit (ADU) as well, effective July 1, 2023. That ADU can be within the existing home, attached to it, or in a new structure. Municipalities may also allow existing accessory structures to be converted into an ADU.

An ADU allowed under this law is exempt from zoning density requirements. In reviewing an ADU, the setback and dimensional requirements for a single-family home continue to apply unless the municipality makes them more permissive for an ADU. For ADUs in an accessory structure, the setback and dimensional requirements for such a structure apply.

ACCESSORY DWELLING UNIT PARKING

Additional parking requirements for the ADU beyond those required for the single-family dwelling are not permitted.

ACCESSORY DWELLING UNIT SIZE

ADUs must be at least 190 square feet in size. Municipalities may set a maximum size for ADUs in local ordinance.

OTHER MUNICIPAL POWERS

Municipalities may establish an application and permitting process for ADUs provided it is consistent with in this section. Municipalities may also define ADUs, as long as the definition is consistent with state law in Title 30-A, §4301. 1-C. In addition, municipalities may establish requirements for ADUs that are less restrictive than those in this section, such as allowing more than one ADU on a lot or allowing an ADU for two-family or multifamily dwellings.

SIMILARITIES AND DIFFERENCES FROM OTHER SECTIONS

LIKE SECTIONS 4 AND 5, shoreland zoning still applies, as do requirements to verify adequate water and wastewater capacity.

LIKE SECTION 5, private parties are permitted to restrict the number of housing units on a lot, including ADUs, in a private easement, covenant, deed restriction or other agreement provided the agreement does not violate State or Federal rights such as equal protection.

UNLIKE SECTION 5, one ADU for each single-family dwelling does not count towards any rate of growth ordinance as described in §4360.

UNLIKE SECTIONS 4 & 5, additional parking cannot be required for an ADU.

QUESTIONS AND ANSWERS ON ACCESSORY DWELLING UNITS

How is an ADU defined?

The law does not define ADUs. There is a definition in 30-A MRSA §4301 and many communities define them in local ordinances. Rulemaking will clarify which definition to use.

Can an ADU be larger than a primary structure?

Yes, unless the municipality limits the maximum size of an ADU.

Can a previously illegal ADU be legalized under this section?

This will be addressed in rulemaking.

If a pre-existing single-family dwelling is on a non-conforming lot (with respect to size, frontage, or similar characteristics) can an ADU be built on that lot?

This will be addressed in rulemaking.

Subsection 7 says that verification must be provided to “the municipality” of water and wastewater services. Who should that verification be provided to?

These capacity issues should be reviewed by the municipal staff or board that would normally review these issues as part of any housing development.

What if a community does not use Certificates of Occupancy?

Subsection 4 says that the municipality will “certify [a] structure for occupancy.” This requirement should be met for new housing developments under this section the same way they would be for any other housing, whether through a formal Certificate of Occupancy or otherwise.

What is meant by “potable” water?

This will be addressed in rulemaking.

What if housing is allowed in an area but only as a conditional use?

Housing would be considered allowed in that area for the purposes of subsection 1. This will be further addressed in rulemaking.

What does “attached to an existing structure” mean?

Local ordinance can define “attached” but it would generally mean having physically connected finished spaces, not just connected via a common porch, breezeway or foundation.

If a parcel has an existing two-unit structure, does subsection 1 allow an ADU to be built?

No, though a municipality would have the ability to allow that.



Parking for ADUs

Example Parking Requirement

NOT PERMITTED



Single Family Home
2 spaces minimum



Single Family Home + ADU
3 spaces minimum



PERMITTED



Single Family Home
2 spaces minimum



Single Family Home + ADU
2 spaces minimum



This example applies to towns with minimum parking requirements.
For towns without parking restrictions, no additional restrictions would be imposed.

Housing Goals & Fair Housing

MRSA §13056, sub-§9 AND 30-A MRSA §4364-C

Section 3 directs the Department of Economic & Community Development, in coordination with Maine-Housing, to develop a statewide housing production goal and regional production goals based on that statewide goal. In doing so, the section instructs the Department to set benchmarks for meeting those goals, as well as to consider information provided by municipalities on current and potential housing development and permits.

Section 7 outlines ways municipalities can play a role in achieving those state and regional goals. It states that municipalities must ensure that local ordinances and regulations are designed to affirmatively further the purposes of the Federal Fair Housing Act, as well as the Maine Human Rights Act, as part of meeting the housing goals. It also explicitly authorizes municipalities to establish and enforce regulations related to short-term rentals to help meet those goals.

QUESTIONS AND ANSWERS ON SECTIONS 3 & 7

What obligations do the affirmatively furthering fair housing provisions put on municipalities that didn't already exist before LD 2003 passed?

Until recently, the link between land use regulation and fair housing was often not recognized. Section 7 clarifies that municipalities must ensure that zoning and land use ordinances and regulations are designed to affirmatively further the purposes of these state and federal laws.

What happens if local, regional or statewide housing goals are not met?

These sections do not set forth any specific penalties for not meeting these goals.

How does this relate to local Growth Management programs and comprehensive plans?

Local comprehensive plans, while not regulatory documents, should not conflict with these sections. The regulations for comprehensive plans under Chapter 208 state that communities should “[s]eek to achieve a level of at least 10% of new residential development built or placed during the next decade be affordable.”

Do municipalities have to regulate short term rentals?

No.



GENERAL QUESTIONS

What happens if a municipality does not act to update local ordinances, or tries to act and the updates are not approved by the local legislative body?

LD 2003 is an express preemption on municipal home rule authority. Therefore, any ordinance or regulation that is not consistent with the law may be challenged as invalid. Municipalities are encouraged to contact legal counsel to discuss how the law will affect the enforcement of existing ordinances and regulations.

If a town does not have growth areas as defined by section 4349-A, subsection 1, paragraph A or B, and does not have any areas served by water or sewer, does it need to comply with LD 2003?

These communities would not be subject to the affordable housing density provisions in Section 4, and would not have areas that are required to allow up to four units on a residential lot as per Section 5. Other sections of LD 2003 would apply.

How will LD 2003's requirements be related to municipal comprehensive plans?

Comprehensive plans seeking a finding of consistency under the regulations in Chapter 208 should meet those requirements. Since a comprehensive plan is not a regulatory document, LD 2003 would not create any additional requirements. However, zoning ordinances adopted in a municipality would have to be consistent with both a local comprehensive plan and LD 2003.

Is LD 2003 a model ordinance for use in local zoning?

LD 2003 is not a model ordinance. Communities will be able to seek funding from the Housing Opportunity Program to develop new ordinances. In addition, the Department of Economic & Community Development will be hiring staff to provide technical assistance to communities.

Can developers “double count” bonuses from various sections?

This issue is outlined in §4364-A Section 2.A. and §4364-B Section 3.B. It will be further addressed for applicability to §4364 in rulemaking.

Sections 4, 5, and 6 require written verification of “adequate water and wastewater services.” What about a municipal concern that while a specific housing development may not immediately threaten water quality, the cumulative impact of new development may do so in a way that it did not prior to LD 2003?

As was true prior to the passage of LD 2003, communities are free to take regulatory actions as appropriate for protection of natural resources or existing water systems. These can include changes to zoning districts to limit where housing is permitted; changes to lot size requirements; or the creation of an impact fee system consistent with state law to fund environmental or water quality protection.

What does section 4349-A, subsection 1, paragraph A or B say?

It directs the State to make growth-related capital investments only in:

A. A locally designated growth area, as identified in a comprehensive plan adopted pursuant to and consistent with the procedures, goals and guidelines of this subchapter or as identified in a growth management program certified under section 4347A;

or

B. In the absence of a consistent comprehensive plan, an area served by a public sewer system that has the capacity for the growth-related project, an area identified in the latest Federal Decennial Census as a census-designated place or a compact area of an urban compact municipality as defined by Title 23, section 754; or [PL 1999, c. 776, §10 (NEW).]

Growth areas are defined in section 4301, subsection 6-C as:

An area that is designated in a municipality’s or multi-municipal region’s comprehensive plan as suitable for orderly residential, commercial or industrial development, or any combinations of those types of development, and into which most development projected over 10 years is directed.



RULEMAKING PROCESSES

Sections 4, 5 and 6 authorize rulemaking to be led by the Department of Economic & Community Development, in consultation with the Department of Agriculture, Conservation & Forestry. These rules are considered “technical” – meaning they “establish standards of practice or procedure for the conduct of business with or before an agency” and can be approved administratively. Rulemaking is expected to begin in the fall of 2022.

FUNDING FOR TECHNICAL ASSISTANCE

While not part of LD 2003, the supplemental budget for Fiscal Years 2022 and 2023 included Section U-1. 5 MRSA §13056-J, providing funding for a new “Housing Opportunity Program.” That program will “encourage and support the development of additional housing units in Maine, including housing units that are affordable for low and moderate income people and housing units targeted to community workforce housing needs” by supporting “regional approaches, municipal model ordinance development, and ... policy that supports increased housing density where feasible to protect working and natural lands.”

The Housing Opportunity Program will consist of three general areas. “Service Provider grants” will be awarded to experienced service providers to support municipal ordinance development, technical assistance, and public process and community engagement support, and may encourage regional coordination. Community Housing Incentive Program grants will be funded to municipalities directly in two categories:

- Community housing planning grants to be awarded through a competitive process to municipalities to support the creation of housing development plans, and ordinance and policy amendments to support those plans. The grants will be awarded for a period of up to three years, with progress reports each year.
- Community housing implementation grants to be awarded through a competitive process to support the implementation of community housing priorities.

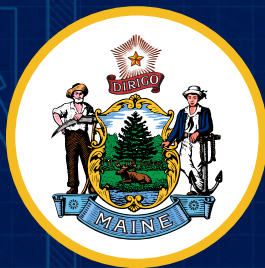
Finally, the Department of Economic and Community Development will be adding staff to provide direct technical assistance to communities.

The Housing Opportunity Program is currently undergoing internal development and is expected to be launched in the coming months.

**Still have questions?
Need more information?**



VISIT: [MAINE.GOV/DECD/HOUSING-LEGISLATION](https://www.maine.gov/decd/housing-legislation)



**MAINE DEPARTMENT OF
ECONOMIC AND COMMUNITY
DEVELOPMENT**



LD 2003 Review
 Matt Panfil, AICP CUD, LEED AP BD+C, Planning Director
 January 17, 2023

GPCOG
GREATER PORTLAND
 COUNCIL OF GOVERNMENTS

1

Background **GPCOG**
GREATER PORTLAND
COUNCIL OF GOVERNMENTS

LD 2003:

*An Act To Implement the Recommendations of the
 Commission To Increase Housing Opportunities in
 Maine by Studying Zoning and Land Use Restrictions*

April 27, 2022


2

Background **GPCOG**
GREATER PORTLAND
COUNCIL OF GOVERNMENTS

LD 2003 Rulemaking:

- Anticipated to be completed in April 2023.
- GPCOG is advocating for transparency and community input into the rulemaking process.


3

Background 

LD 2003:

- Shoreland zoning ordinances still apply.
- Development must still demonstrate sufficient water and wastewater capacity.
- Rate of growth ordinances still allowed.


4

Background 

LD 2003:

- Technical assistance will be available to implement ordinance updates, but \$ amount and who will perform the assistance still undetermined. GPCOG can provide technical assistance, but state has also said that they will provide the assistance.


5

Background 

LD 2003:

- Future Comprehensive Plan updates will need to reflect that LD 2003 has been incorporated into community's ordinances.


6

Background 

LD 2003:

- If updates not incorporated into ordinances, any ordinance or regulation that is not consistent with the law may be challenged as invalid.


7

4 Key Parts for North Yarmouth 

LD 2003 in Brief


<p style="font-size: 8px;">Effective Aug. 8, 2022</p> <p>Statewide Housing Production Goals (5 MRSA §13056, sub-99)</p>	<p style="font-size: 8px;">Effective Aug. 8, 2022</p> <p>Municipal Role in Fair Housing/ Short Term Rentals (7.30-A, MRSA §4364-C)</p>	<p style="font-size: 8px;">Effective July 1, 2023</p> <p>Accessory Dwelling Units (6.30 A MRSA §4364-B)</p>
<p style="font-size: 8px;">Effective July 1, 2023</p> <p>Affordable Housing Density in Growth Areas Bonus (4.30-A MRSA §4364)</p>	<p style="font-size: 8px;">Effective July 1, 2023</p> <p>Two to Four Units (5.30-A MRSA §4364-A)</p>	

8

1. Municipal Role in Fair Housing / Short Term Rentals 


North Yarmouth MAY, but does not have to, regulate short term rentals.

9

2. Accessory Dwelling Units 


- North Yarmouth **CANNOT** prohibit at least one accessory dwelling unit (ADU) per lot.
 - ADUs **CANNOT** count towards a rate of growth ordinance (if established).
 - ADUs **CAN** have a maximum size standard but must be at least 190 square feet in area.
 - Additional parking for ADUs **CANNOT** be required.

10

2. Accessory Dwelling Units 


- Section 11.1 – Accessory Apartments of the Town of North Yarmouth Land Use Ordinance appears to comply with the intent of LD 2003, but may need some minor changes and/or clarifications.

11

3. Affordable Housing Density Bonus 


- North Yarmouth's current affordable housing density bonus:
 - Grants a 20% net residential density bonus if 20% of the dwelling units remain affordable to low- and/or moderate-income residents for 25 years.
 - Waives requirements of Residential Growth Limitation (already addressed by Land Use Ordinance).

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3. Affordable Housing Density Bonus 


- To qualify LD 2003's affordable housing density bonus, a development:
 - Must be located in a growth area (Village Center and Village Residential Districts)
 - Must be located in an area where multifamily dwelling units are allowed (Village Center and Village Residential Districts)

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3. Affordable Housing Density Bonus 

- To qualify LD 2003's affordable housing density bonus, prices must reflect:
 - For rentals: Affordable means household income is less than 80% of Area Median Income (AMI)
 - For homeownership projects: Affordable means household income is less than or equal to 120% AMI.

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*** Affordability and Area Median Income** 

- For more than 1/2 of units in the development, the rent/mortgage and other housing expenses will not exceed more than 30% of the household's income.
- Controlled by Restrictive Covenant for at least 30 years.
- North Yarmouth's AMI determined by Portland HMFA and adjusted by household size.
- Example: Household of 2 at 80% AMI = \$71,520
Household of 4 at 80% AMI = \$89,360

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*** Affordability and Area Median Income** **GPCOG**
GREATER PORTLAND
COUNCIL OF GOVERNMENTS

- Example: 1 BR Apt. Max Rent at 80% AMI = \$1,676
2 BR Apt. Max Rent at 80% AMI = \$2,012
3 BR Apt. Max Rent at 80% AMI = \$2,324

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3. Affordable Housing Density Bonus **GPCOG**
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- LD 2003's affordable housing density bonus:
 - Allows for 2.5 times the number of units allowed per underlying maximum density.
 - Reduces off-street parking requirement to a maximum of 2 spaces for every 3 dwelling units.

17

3. Affordable Housing Density Bonus **GPCOG**
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- North Yarmouth **CANNOT** eliminate or limit the affordable housing density bonuses in growth areas. This means that North Yarmouth, to be consistent with LD 2003, **may, depending on rulemaking process,** need to make the following changes to Section 11.2 – Affordable Housing of the Land Use Ordinance:

18

3. Affordable Housing Density Bonus **GPCOG**
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COUNCIL OF GOVERNMENTS

1. Amend the Net Residential Density Bonus to reflect the following:

- 20% bonus must be changed to allow for 2.5 times underlying maximum permitted density.
- Minimum 20% of units designated as affordable changed to minimum 50% of units designated as affordable.
- 25-year affordability term changed to 30-year term.

19

3. Affordable Housing Density Bonus **GPCOG**
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COUNCIL OF GOVERNMENTS

2. Amend the Section 10.33 – Off-Street Parking to include provisions for affordable housing development parking requirements: Maximum 2 spaces for every 3 units.

20

4. 2- to 4-Units Per Lot Requirements **GPCOG**
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COUNCIL OF GOVERNMENTS

- North Yarmouth **CAN** still regulate lot size but **CANNOT** limit lots to only 1 dwelling unit.

Additional units may not require more land area per unit than the first unit

NOT PERMITTED		
1 One Unit Requires 10,000 sq ft	2 Two Units Require 20,000 sq ft	3 Three Units Require 30,000 sq ft
PERMITTED		
1 One Unit Requires 10,000 sq ft	2 Two Units Require 1st to 20,000 sq ft	3 Three Units Require 1st to 30,000 sq ft

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4. 2- to 4-Units Per Lot Requirements

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COUNCIL OF GOVERNMENTS

- Lot with 1 existing dwelling unit:

22

4. 2- to 4-Units Per Lot Requirements

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- Vacant lot:

23

What Can Be Built On This Lot?

ON LAND WITH EXISTING UNITS	ON LAND WITH EXISTING UNIT	ON LAND WITH EXISTING UNITS
<ul style="list-style-type: none"> In a growth area consistent with section 4349-A, subsection 1, paragraph A, with public sewer and water in municipal jurisdiction with a comprehensive plan Outside growth area 10330.2 dwelling units, if attached No to 4 existing units, detached or attached 	<ul style="list-style-type: none"> Up to 2 additional dwelling units Choose: <ul style="list-style-type: none"> A. One unit within or attached B. One unit detached C. One of each 	<ul style="list-style-type: none"> Necessary dwelling unit No new structure may be built unless allowed under local ordinance
<p>PRIVATE, STATE OR LOCAL STANDARDS SUCH AS THESE MAY APPLY:</p> <ul style="list-style-type: none"> Home Owners Association regulations Deed restrictions Lot size and basic density (not greater than single-family) Setback requirements Minimum Lot Size Additional parking requirements Growth ordinance permits Open-space zoning Subdivision Law 	<p>PRIVATE, STATE OR LOCAL STANDARDS SUCH AS THESE MAY APPLY:</p> <ul style="list-style-type: none"> Home Owners Association regulations Deed restrictions Lot size or all back requirements (not greater than single-family/creating accessory dwelling) Setback requirements Minimum parking Other locally adopted local standards (eg. mandatory solar, solar reporting, smart home, etc.) 	<p>PRIVATE, STATE OR LOCAL STANDARDS SUCH AS THESE MAY APPLY:</p> <ul style="list-style-type: none"> Home Owners Association regulations Deed restrictions Lot size or all back requirements (not greater than single-family/creating accessory dwelling) Setback requirements Minimum parking Other locally adopted local standards (eg. mandatory solar, solar reporting, smart home, etc.)

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**Town of North Yarmouth
Select Board
Meeting Minutes of January 17, 2023, 7:00 PM-9:30 PM**

Call to Order: (1:17:11-1:17:54)- Members Present: Brian Sites, Chairperson, Amy Haile, V. Chair, Paul Hodgetts, Selectperson, Katherine Perrin, Selectperson, and Andrea Berry, Selectperson, and Diane Barnes, Town Manager. Chairperson Sites called the meeting to order at 7:00 PM. Pledge of Allegiance.

History Minutes: (1:17:55-1:21:09)-Presented by Select Person Berry

The Prince Memorial Library just celebrated its official 100th birthday on January 7th, 2023, but a library existed in Cumberland, and before that North Yarmouth, much earlier! The following history minute comes from Thomas Bennett, PML's Library Director and local historian: "In 1747, Deacon John White of the First Congregational Church of North Yarmouth left 30 pounds in his will for the purchase of books. Deacon White's largesse probably contributed to the establishment of a lending library in the area near the church, which is located on the Foreside in the present-day town of Yarmouth. In December 1793, just prior to the founding of the Second Congregational Church of North Yarmouth, the names of 40 men and one woman were affixed to a document establishing the Second Social Library in North Yarmouth. The original proprietors were residents of the village that would later become Cumberland, as well as of the Walnut Hill area [here in North Yarmouth]. The concept of a social library established by proprietors who paid a fee to belong and borrow books was not unique in the area, as one was established on Falmouth Neck in 1766. The books of the Second Social Library in North Yarmouth were kept in the home of the appointed librarian. The Second Social Library in North Yarmouth was incorporated in 1817, and with the secession of Cumberland from North Yarmouth in 1821 became the First Social Library of Cumberland. In 1921, the joint will of Carrol D. and Annie L. Prince of Woodfords listed a bequest of \$35,000 to the town library, and Prince Memorial Library was incorporated in November 1921. The library opened to the public on January 7, 1923, and more than 600 books from the early Cumberland library joined the new books on the shelves. The town of Cumberland assumed the assets and responsibilities of the library in 1968, and in 1972 North Yarmouth, whose residents had always used Prince Memorial Library, began contributing to its support..." ...and continue today through our taxes, roles on the Library Advisory Board and Friends of the Prince Memorial Library, by attending the library's many events, and of course, borrowing books! **Happy 100th Birthday Prince Memorial Library!**

Public Hearing:(1:21:10-1:59:25) **First Amendment to Village Omnibus Municipal Tax Increment Financing District and Development Program.**

Chairperson Sites, seconded by Selectperson Perrin moved to open the public meeting for the Village Omnibus Municipal Tax Increment Financing District and Development Program. Vote 5 Yes/0 No.

Alyssa Tibbetts from Jensen Baird was present to answer questions about the First Amendment to the Village District TIF.

Peter Lindsay, 440 Mountfort Road hoped for more of a presentation. He wanted to know what lots were taken out of the district and which parts were being added? He asked for some background on why we are reviewing it.

Alyssa Tibbetts stated that the original approval was in 2019 for 30 years. It identified several parcels that had potential to be developed. The goal of any TIF district is to identify areas where new value will be created with in the town. Provide an opportunity to capture that new assessed value so the tax revenue generated can be used for specific purposes that are outline in the development program. In 2019, 231 acres were identified. Several of these areas have been developed into residential which is ok, but we have a few concerns long-term. There is a lot of tax revenue generated from the residential projects and not enough projects to spend the revenue on. It is best practice to review the statute, to see if it is still working and to amend it as needed. We need to look at other ways to use TIF revenue that is authorized by state law that we did not initially include in 2019. One of the amendments to the project cost table at the end of the development program is to include an authorized use, (the ability to spend), on affordable housing. That was not authorized in the statute in 2019 so it's a great opportunity for the community to amend the district to include it. This amendment expands the use of the TIF revenue and shrinks the geographic boundaries of the community. In addition, to affordable housing there was another amendment to statute in 2019 that allowed TIF revenue to be used for public safety. Amending the TIF district is the same as adopting a TIF district. This requires a public hearing. The town will hold a special meeting to vote on the amendment. Once, the amended TIF passes it will go to the State of Maine's Department of Economic and Community Development for approval. If this all passes it will be affective for the 2024 tax year.

Diane Morrison, Prince Well Road asked about the amount allocated to the affordable housing and water infrastructure. She felt the dollar amount did not seem adequate.

Brian Sites, chairperson stated the water infrastructure for number 7 of the statute is 1.5 million not 1,500. She had the dollar amount confused and had no further questions.

Alyssa Tibbetts stated that these are estimates and are not audited by the state. We have not assigned an amount to the affordable housing.

Judy Potter, 551 Walnut Hill Road asked why we were adding parcel 425 Walnut Hill Road. Where is that? Diane Barnes, Town Manager advised it is part of Stone Post subdivision. Judy advised their septic is there. Diane Barnes advised it will not impact TIF value since it's exempt property.

Peter Lindsay, 440 Mountfort Road asked, how often do most towns review the TIF?

Alyssa Tibbetts advised that towns budget for TIF yearly. Towns amend the TIF every 5-10 years.

Mike Mallory, 551 Walnut Hill Road asked, when talking about affordable housing are we stuck with the State of Maine Threshold?

Alyssa Tibbetts advised it is defined by statute, so the town cannot define the threshold for affordable housing. The State decides it.

Virginia Van Dyke, 64 Delwin Drive did not understand why we were taking 100 acres out of the TIF that has value and add a small amount that has no value. If you take property out, can you put it back in?

Alyssa Tibbetts stated that it is not desirable to have so much value in the TIF and no use for it. You want to make sure you have projects you are allowed to spend it on. If there is too much value and revenue generated it is appropriate to consider taking some value out. You can put a parcel in but at the current value.

Brian Sites, Chairperson advised that the amount of money we are bringing in outweighs the projects we apply it to. This is a very conservative step. We must keep looking at this. We did not know the explosion in residential housing would add so much value to the TIF. He is not worried about not having enough money to put toward projects.

Bill Young, Sweetser Road asked how using TIF money for water infrastructure in a residential area pertains to commercial use of the TIF Fund.

Alyssa Tibbetts responded that a TIF district, when established must consist of 25 percent of the acreage that can be used for commercial use. A multi-unit property with one owner rented to two or more families is considered commercial activity for TIF use funds.

Diane Morrison, Prince Well Road, resident had a question on #13 of the statute and confused on the dollar amount. It was 1.5 million not 1500. She had no further questions.

Mike Mallory, 551 Walnut Hill Road asked what is the difference between Multi Family use verses Multi Family commercial?

Alyssa Tibbetts advised for TIF Purposes, any two or more units with one owner will be considered commercial and you would be allowed to use TIF Revenue.

Selectperson, Paul Hodgetts wanted to know what piece is going into the TIF District? Why is it listed as a TIF piece of land?

Chairperson, Brian Sites advised the land can sit in there with no value. They are deed restricted and are not going to be developed.

Selectperson, Perrin wanted to make sure the school plot is removed from the TIF District.

Chairperson Sites stated the school property is on the list to be removed.

Alyssa Tibbetts explained you can spend TIF Funds on public property, but you cannot build anything for governmental purposes.

Selectperson Perrin, seconded by Selectperson Berry moved to close the Public Hearing. Vote 5 Yes/0 No.

Chairperson Sites, seconded by Selectperson Hodgetts moved to recommend the adoption of the First Amendment to the Village TIF District. Vote 5 Yes/0 No.

Consent Agenda: (2:00:15-2:00:27)

- A. Municipal Accounts Payable Warrants
 - #61 \$ 2,891.60
 - #62 \$ 49,076.75
- B. Municipal Payroll Warrants
 - #59 \$ 12,866.20
 - #60 \$ 40,757.47
- C. Select Board Minutes-January 3, 2023

Selectperson Haile, seconded by Selectperson Berry moved to approve the consent agenda as presented. Vote 5 Yes/0 No.

Public Comment: (2:00:28-2:07:32)

Chairperson Sites stated that we have a good crowd but wanted to remind everyone that conversations are getting out of hand when the board is speaking. Please be polite and respectful.

Katie Murphy, President of the NY Historical Society provided an update on the construction. They are getting water, electric and heat in place. In two weeks, they will have a community volunteer painting party. Anyone that is neat at painting should contact the Historical Society if they want to help.

Link Merrill, 1572 North Road. He has been corresponding with a few board members and he has not received a lot of response. Chairperson Sites did give him some information tonight. He has been trying to find out how many people have applied for the senior tax stabilization. Chairperson Sites told him around 300. It is important to know as it will affect our budget. If 300 of us don't have to pay higher property taxes going forward; he does not think the state has enough money to fund it.

He is trying to find out when we review the building permits from the prior CEO how many properties were not on the tax rolls. He knows two have been discovered. He talked to the town manager. We know that some properties are not on the tax roll that should be. He understands we will not know that until we do a re-evaluation. He would like to know if we found additional properties.

He is concerned with the purple house intersection. He is concern there are no setbacks on the sidewalk. He thinks it is a safety concern. He thinks it will be difficult to get the project approved if we do not set that sidewalk back from the road.

He had questions about the Parsonage Road survey. The survey stated the road and sidewalk are not in the town's right of way. We cannot maintain them. If the deed is correct, we cannot own that land.

He stated Nicholas Thibeault is still listed on cemetery commission. He wants to know the process to fill that position as he still has several years on his term. It is an elected position.

He is disappointed that we did not follow our ordinances with the Trudy Bird's property. It is very clear that building should have had a sprinkler system and should have had a site plan review. He thinks it is a serious error and disappointed that the town approved it.

Management Reports & Communications (2:07:25-2:17)

EDSC-Selectperson Perrin- The committee is finalizing plans for the Forum Dialog event on January 26, 2023, at 6:00PM.

Zoning Board of Appeals-Selectperson Hodgetts- Stated that the next meeting is scheduled for January 18, 2023, 5:30 PM. Part II appeal Hearing on Deacon Hayes Commons.

Parks-Selectperson Berry- Stated that they are evaluating the damage from tree falls obstructing trails from the December 23, 2022, storm. If anyone sees an obstruction on town parks, notify the Park Committee or Town Manager and we will notify Public Works. Please do not attempt to remove tree fall yourself.

Recreation Advisory Board-Selectperson Haile- Stated that they meet twice a year. They have not meet yet this year.

Planning Board-Selectperson Hodgetts- Stated that the December 13, 2022, meeting approved the NY Veterinary Hospital. Carriage Hill Subdivision was not ready, so it is postponed to a future date. Well and Good Brewing had a sketch plan review. Deacon Hayes Commons amendment was tabled until the ZBA does their review. At the January 10, 2023 meeting, the Water Line Solar Project was granted an extension for up to one year. The delay was between CMP and the Grid Operator.

Joint Standing Committee-Selectperson Berry-Nothing to report.

Waste Reduction Committee-Selectperson Berry-The committee spent some time establishing goals. We have an increase in garbage to garden compose bins. Please use them. Food waste is the biggest costs that we pay for in our waste management. You will also see a new textile and recycling bin. You can donate shoes, cloths, and jewelry. Some will be shared; some will go to thrift options, and some will become filler. Head over to NY Variety. They have a new tetra pack recycling tool. They are the new holders for 4 and 6 packs of beer. They cannot be put in the recycle bin that eco main picks up.

Living Well in NY-Selectperson Haile-Review of the charge and trying to establish a new charge to try to see where living well now fits into the community.

Walnut Hill Parkway-Selectpersons Sites & Hodgetts- Nothing to report.

School Fund Committee Perrin-Last meeting was December 20, 2022. They have not meet again.

Town Manager's Report, Diane Barnes: (2:18-2:19:19)

Playground Equipment

The contractor was not successful in removing the playground equipment without damaging it. We hope to have another opportunity in the spring to get another playground.

Solar EV Charging Stations

Fortunat Mueller, President of ReVision Energy will be attending the February 7, 2023, meeting to discuss and answer questions about the EV Charging Stations.

Casella Automated System Update

Casella's route supervisor was able to ride the roads with Clark Baston, Public Works Director on January 11th. He reported that they shouldn't have any issues with any roads in North Yarmouth. The next step is for Casella to get the information into the EasyRoute system and work with the Town on identifying new routes. The estimated household count is 1537. This means we will need to order approximately 3100 or more totes.

Clark and Kody met with the Falmouth Public Works Director and looked at demo totes. They all agreed that the Toter brand looks the best. The next step is to go out to bid with Windham and Falmouth for the purchase of the Totes. We will need to budget for the purchase and repair parts in the FY 24 budget.

Old Business: (2:19:20-3:20:21)

Board and Committee Appointment Process

The feedback was reviewed by the Select Board and small changes made to the Board and Committee Appointment Document. Chairperson Sites will revise the document with the changes made and send it to Diane Barnes, The Town Manger so it can go to legal for review.

Chairperson Sites seconded by Selectperson Perrin moved to accept the changes as reviewed and to send the document to legal. Vote 5 Yes/0 No.

New Business: (3:20:29-3:38:00)

MDOT Modification #1-Municipal Partnership Initiative (MPI) Agreement:

This Modification amends a Three-Party Municipal Partnership Agreement that was executed by Maine DOT on 9/29/2021, with the Portland Area Comprehensive Transportation System (PACTS), and the Municipality of North Yarmouth for proposed improvement to Cumberland and Walnut Hill Road. The maximum amount of the agreement shall be increased by \$12,000 from \$650,000 to \$662,000. Additional PACTS MPI funds became available due to withdrawn projects. The additional funding granted to W.I.N. #025813.00, by the Executive Board, was \$6,000. **Chairperson Sites, Seconded by Selectperson Berry moved to approve modification #1 to the MPI Agreement for W.I.N. #025813.00 in the amount of \$12,000 for a project estimate of \$662,000 and authorize the Town Manager to execute the agreement. Vote 5 Yes/0 No.**

Schedule Workshop for Results of the Fire Station Study-2/21/2023-

Port City Architecture will be present to present Phase I of the Fire Station Study to the Select Board. This project was approved by the Select Board on July 19, 2022. The funding for the study is coming from the TIF reserve-professional services. **Chairperson Sites seconded by Selectperson Hodgetts moved to schedule a workshop on February 21, 2023, at 6:00pm to hear the results of Phase I of the Fire Station Study by Port City Architecture. Vote 5 Yes/0 No.**

Schedule Workshop to Discuss Budget Items- 3/7/2023- Selectperson Haile, seconded by Selectperson Perrin moved to schedule Budget workshop on March 07, 2023. Vote 5 Yes/0 No.

Budget Schedule & Annual Town Meeting Schedule-Adoption-

North Yarmouth Municipal Budget Schedule FY2024 6:00 PM- Select Board Budget Workshops 7:00 PM- Public Hearings/Select Board Meetings/Special Meetings 6:00 PM-Budget Committee Meetings
March 21, 2023, Tuesday- Budget Workshop-Select Board 6PM Budget Introduction Regular Meeting-SB 7PM
March 23, 2023, Thursday, Budget Workshop-Budget Committee 6PM Budget Introduction
March 28, 2023, Tuesday- Budget Workshop-Select Board 6PM Budget Workshop
March 30, 2023, Thursday, Budget Workshop-Budget Committee 6PM Budget Workshop
April 04, 2023, Tuesday- Budget Workshop-Select Board 6PM Budget Workshop Regular Meeting-SB 7PM
April 06, 2023, Thursday, Budget Workshop-Budget Committee 6PM Budget Workshop
April 11, 2023, Tuesday- Budget Workshop-Select Board 6PM Budget Workshop
April 13, 2023, Thursday, Budget Workshop-Budget Committee 6PM Budget Workshop
April 18, 2023, Tuesday- Budget Workshop-Select Board 6PM Budget Workshop Regular Meeting-SB 7PM
April 20, 2023, Thursday, Budget Workshop-Budget Committee 6PM Budget Workshop
April 25, 2023, Tuesday- Budget Workshop-Select Board 6PM Budget Workshop
April 27, 2023, Thursday, Budget Workshop-Budget Committee 6PM Budget Workshop
June 17, 2023, Saturday, Annual Town Meeting 9AM

Selectperson Haile seconded by Selectperson Perrin moved adopt the select board budget schedule as adopted and set the annual town meeting on June 17, 2023, at 9:00am. Vote 5 Yes/0 No.

Any Other Business: (3:38:01-3:46:40)

Selectperson Hodgetts stated The Planning Board had feedback that The Select Board Meeting dates were not communicated to them. Chairperson Sites said he would try to improve that communication.

Selectperson Hodgetts stated we have a problem with the liaisons, and it needs to be addressed. Selectperson Haile asks him to articulate the problem. Selectperson Hodgetts advised he feels the EDSC liaison is overstepping their bounds. He feels the Liaison is more involved than he is with his committees. The EDSC Liaison will take emails and comments and collect data. Selectperson Hodgetts states as a selectperson you are not allowed to be on another committee. Selectperson Perrin advised that she sits in the audience at EDSC. They planned the event on their own. She supports it and encourages neighbors to go but she had no role in the planning. The issue came up when they wanted to have a mechanism for e-mail feedback. The EDSC has no public e-mail. All the members are residence. No one wanted to use their personal e-mail. The board asked if they could use the liaisons public e-mail. The liaison stated yes and would forward the e-mails to them.

Chairperson Sites feels we need to specify the liaison roll. We all need to have a little trust that everyone's intentions are good. He does not know what Selectperson Perrin would gain by doing nefarious things with emails. He is just baffled by this conversation. Chairperson Sites states we will take up the liaison policy at a different time. Selectperson Berry suggested the conduct policy be ahead of the liaison policy.

Adjournment: (3:46:41-3:47)

Selectperson Berry, seconded by Selectperson Haile moved to adjourn at 9:30pm. vote 5/0.

Karen Casale, Recording Secretary

Select Board

Brian Sites, Chair

Amy Haile, Vice Chair

Paul Hodgetts

Katherine Perrin

Andrea Berry

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Standing Committees with statutory responsibilities [LIST]

Task	Responsible Party	Recommended Timeline (6 Weeks)
Develop qualifications, desired skills/experience, expectations (including time commitment) at committee workshop and forward to Select Board	Committee Chair and SB Liaison	As soon as practicable based on workshop agendas (review as necessary)
Advertise vacancy through all official town communication channels	Town Manager	4 weeks and 2 weeks from application deadline
Coordinate outreach via committee Facebook, committee member outreach as appropriate/applicable	Committee Chair	4 weeks and 2 weeks from application deadline
Forward all applications to Select Board	Town Manager	At deadline
Choose interview subcommittee of Select Board members and other qualified persons as appropriate	Select Board	1 week before application deadline
Develop interview questions	Interview Subcommittee	1 week before application deadline
Conduct interviews and discuss candidate qualifications	Interview Subcommittee	1 week after application deadline
Recommend candidate(s) to Select Board for appointment	Interview Subcommittee	2 weeks after application deadline
Discuss candidate(s) qualifications and vote on candidate(s) appointment per Town Charter	Select Board	1st Select Board meeting following completion of interviews
Notify candidates not selected	Town Manager	Within a week after Select Board selection
Register candidate for appropriate MMA training	Town Manager	ASAP

Standing Committees [LIST]

Task	Responsible Party	Recommended Timeline (6 Weeks)
Notify Select Board of vacancy	Committee Chair	ASAP
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison	6 weeks from application deadline
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager	4 weeks and 2 weeks from application deadline
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair	4 weeks and 2 weeks from application deadline
Complete application	Candidate	
Send all applications to Select Board liaison and committee chair	Town Manager	rolling basis
Develop interview subcommittee of committee chair and committee members	Committee Chair	1 week before application deadline
Develop interview questions	Candidate Review Subcommittee	1 week before application deadline
Approve interview questions for legality	Town Manager	1 week before application deadline

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Task	Responsible Party	Recommended Timeline (6 Weeks)
Conduct interviews and discuss candidate qualifications	Candidate Review Subcommittee	1 week after application deadline
Share candidate qualifications and recommendation with committee, hold vote to recommend candidate	Candidate Review Subcommittee	2 weeks after application deadline
Recommend candidate to Select Board for appointment	Candidate Review Subcommittee	2 weeks after application deadline
Discuss and vote on candidate appointment per Town Charter	Select Board	Meeting following recommendation
Discuss candidate(s) qualifications and vote on candidate(s) appointment per Town Charter	Select Board	1st Select Board meeting following completion of interviews
Notify candidates not selected	Town Manager	Within a week after Select Board selection

Ad-Hoc Committees

Task	Responsible Party	Recommended Timeline (6 Weeks)
Notify Select Board of vacancy	Committee Chair	ASAP
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison	6 weeks from application deadline
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager	4 weeks and 2 weeks from application deadline
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair	4 weeks and 2 weeks from application deadline
Complete application	Candidate	
Send applications to Select Board liaison and committee chair	Town Manager	rolling basis
Develop subinterview committee of committee chair and committee members	Committee Chair	1 week before application deadline
Develop candidate questions	Candidate Review Subcommittee	1 week before application deadline
Approve candidate questions for legality	Town Manager	1 week before application deadline
Conduct interviews and discuss candidate qualifications	Candidate Review Subcommittee	1 week after application deadline
Share candidate qualifications and recommendation with committee, hold vote to recommend candidate	Candidate Review Subcommittee	2 weeks after application deadline
Recommend candidate to Select Board for appointment	Candidate Review Subcommittee	2 weeks after application deadline
Discuss candidate(s) qualifications and vote on candidate(s) appointment per Town Charter	Select Board	1st Select Board meeting following completion of interviews
Notify candidates not selected	Town Manager	Within a week after Select Board selection

PROPOSAL/QUOTE

CLIENT: North Yarmouth ME, Town Of

PROPOSAL/QUOTE DATE: 1/31/2023

PROPOSAL/QUOTE NUMBER: 8202201668 CO-1 Rev1

PROJECT NAME: Audio Visual Installation & Broadcasting Equipment Upgrade – BID NO. 2022-003

PROJECT ADDRESS: 10 Village Square Rd., North Yarmouth ME 04097

Connectivity Point Design and Installation, LLC. (CPDI) is pleased to submit for your review and approval the following proposal/quote. Please contact us with any questions you may have during your review.

OVERVIEW

CPDI will provide Audio Visual Hardware and services for Town of North Yarmouth.

This Change order is to include AV systems in the additional building spaces in which were excluded from the Bid RFP.

Merrill Room – Projection screen

Anderson Room – Camera and Microphones

Gymnasium – installed and portable production equipment.

Infrastructure – video switcher

Change Order SCOPE OF WORK

Merrill Room projection screen. CPDI bid a fixed frame as a concern of electrical power. Customer is willing to install a powered screen. Credit for fixed screen is applied to cost of electric screen. A new Da-Lite tab tension electric wall mounted screen (65"x116" 133"dig 16:10, HD Progressive 1.1 high contrast) will be installed just below the acoustic panels.

Anderson room will be expanded with video and microphone hardware. Two PTZ camera's, one Microphone array, one HDMI in/out wall plate, and one camera plate. See drawing for layout.

Gym –System design includes feeds for SDI via direct cable. Two channels of Line level XLR In/out jacks will be available via an RDL analog to Dante transmitter.

Upgraded SDI video switcher from the owner furnished 12x12 to a new 20x20.

An "operators" station will be installed in the office area for remote management and production. Two 22" LCD displays will provide a preview and/or operator view for all video devices. Display routing will be via iPad. An AV network jack will be provided for operator's computer. (Manual video switcher control).

PROPOSAL/QUOTE
Change Order Equipment List:

AV Equipment			
Manufacturer	Description	Model	Qty
Da-Lite	FullVision border-less fixed frame projection screen 164" HD Prg 1.1 cont	FC11C87X139	-1
Da-Lite	Tensioned Contour Electrol 65"x116" 133" HD Prg 1.1 Contrast 16:10	89978LS	1
1beyond	1 Beyond PTZ Intelligent Camera, 20x Optical Zoom, White	IV-CAMP TZ-20-W-1B	2
Sennheiser	TeamConnect Ceiling 2 beamforming ceiling array mic 2 Dante and 1 analog	509178	1
AVProedge	ConferX HDBT Wall Plate Tx/Rx Basic Kit HDMI	AC-CXWP-HDMO-BKT	1
BM Design	Smart Videohub 20x20 - SD/HD/Ultra HD 6G-SDI Mixed Format Router	VHUBSMART6G2020	1
LG	22" 1920x1080 IPS Panel VGA, HDMI1.4 Monitor - Black	LG/22BK430H-B	1
BM Design	Mini Converter UpDownCross HD - SDI and HDMI	CONVMUDCSTD/HD	1
AVProedge	ConferX HDBT Wall Plate Tx/Rx Basic Kit HDMI	AC-CXWP-HDMO-BKT	1
Crestron	DM Lite – HDMI® over CATx Receiver, Surface Mount	HD-RX-101-C-E	1
Crestron	DM Lite – HDMI® over CATx Transmitter, Surface Mount	HD-TX-101-C-E	1
SnapAV	Araknis Networks® 310 Series L2 Managed Gigabit Switch PoE+	AN-310-SW-R-24-POE	1
CPDI	Anderson & Gym Camera Plate	CPDI	1
RDL	Gym -Wall-Mounted Bi-Directional Mic/Line Dante Interface 4 x 2	DD-RN42	1
CPDI	Bulk Cat and SDI cable	CPDI	1

PROPOSAL/QUOTE

Updated Functional Description:

Audio System for Merrill, Grover, Anderson rooms:

The specific Dante version wireless microphones are not available at this time. The DSP was updated to accommodate analog inputs from the wireless microphone receivers.

- A 12-input analog Biamp forte' will manage wireless microphones while a digital 8 input Dante DSP will be used for ceiling microphones.

A new compact scalable Clearone wireless microphone system will be installed.

- 16 channels of wireless receivers will be installed via two 8ch units with Dante outputs. Only 12 of the 16 wireless receivers will be used at this time.
- Two wireless antennas will be installed (Merrill & Grover). Receiver chassis antennas will daisy chained for additional channels.
- As specified:
 - 10x wireless goose neck push to talk transmitters
 - 1x Lavalier microphone
 - 1x Handheld microphone.
 - Charging stations for all microphones. To be installed in AV rack.

Ceiling Microphone arrays will be used for Camera tracking and audience pickup.

- Merrill - Two new ceiling mounted Sennheiser microphone arrays will be installed
- Grover - One new wall mounted (above airwall) Shure MXA920 microphone arrays will be installed. This Microphone will be used for camera tracking and audience pickup. See graphic.
- Anderson - One new ceiling mounted Sennheiser microphone arrays will be installed

New pendent ceiling speakers and wall mounted column speakers will be utilized in the space.

Merrill - 6 speakers utilizing 3 zones.

Grover - 2 speakers utilizing a Left/Right zones.

Anderson - 4 speakers utilizing 1 zone.

Video System:

HDMI System -

The projection system will consist of a motorized 133" screen and Laser WUXGA projector. The projection screen will operator via control system and manual button. The projector will be controlled via the Extron system and receive HDMI video from the switcher.

A mobile cart with a wireless HDMI receiver will provide as a confidence monitor or presentation monitor to the Merrill room.

A Barco ClickShare will be available for user to wirelessly connect to the projection system. The ClickShare supports BYOD conferencing. (Guest ability to host their own meeting using room equipment.)

PROPOSAL/QUOTE

A built in Room PC will be available for building use supporting conferencing and presentation.

SDI system –

All camera's and "Broadcast" devices are SDI video based. The SDI system includes a 20x20 matrix switcher, a Manual video production switcher, and an automatic production switcher.

A Black Magic Atem2 production studio will allow for a manually switched production using the customers laptop.

A 1beyond video system will perform automatic camera tracking and switching functions. The installed PTZ cameras will follow the room conversation based on who is speaking. The 1beyond server receives information from the audio system giving it the ability for cameras to be pan, tilt, zoom, and switch between people, as the conversation moves around the room.

- The 1beyond server includes "windowing functions" allowing for side-by-side images of people and content or "close and wide shots" of the room. The 1beyond server requires custom configuration depending on customer use needs (CPDI has developed a base configuration for Town Hall systems).

Merrill Room: 3x PTZ camera's and one camera wall plate will be installed in the Merrill room for full room and participant capture.

- Two cameras will be mounted on either side of the air wall at an ideal height of 7" AFF. These two cameras will cover the meeting space to pick up any of the town council.
- The third camera will be mounted on the wall outside the AV rack room. This camera will capture lectern and audience shots.
- Camera plate consists of one SDI in and XLR audio out.
- HDMI input plate for presentation

Grover Room: 3x PTZ camera's and one camera wall plate will be installed in the Grover room for full room and participant capture.

- Two cameras will be mounted at the back of the room (just above the entry doors side by side as close as possible). These two cameras will cover the meeting space to pick up any of the town council or presentations. The 1beyond system knows to use the two cameras to always switch to a "close-up" shot. As one camera is active the second camera locates the new shot.
- The third camera will be mounted on the opposite side of the room to cover the audience locations. Because of limited cable pathways the front camera will be mounted to the side of the room with the cables being hidden by existing sound absorption panels.
- Camera plate consists of one SDI in and XLR audio out.
- HDMI input plate for presentation

PROPOSAL/QUOTE

Anderson Room: 2x PTZ camera's and one camera wall plate will be installed in the Grover room for full room and participant capture.

- Two cameras will be mounted at the back of the room toward the sides of the room. Customer to confirm room setup and verify location. Camera plate consists of one SDI in and XLR audio out.
- HDMI input plate for presentation
- HDMI output plate for mobile cart.

Control System: An Extron Control system will be installed to seamlessly manage the entire AV and broadcast system. The control system will include multiple touch screens appropriately sized with a custom graphic interface for ease of use.

- One 7" wall mounted touch screen will be installed in Merrill next to the entry door. This will provide room controls for standard meetings and events.
 - Room mode selection – Divide or Combine – Collaboration or Presentation.
 - Projector on/off
 - Presentation source select – Room PC, Wall plate, Clickshare
 - Speaker and Microphone control
 - Camera PTZ control with Auto Tracking on/off.
 - Auto tracking layout modes
 - Record start/stop.
- One 10" iPad will be installed into the office. This iPad will be connected to the building Wi-Fi for portable use. The iPad will act as the master AV controller.
 - Room mode selection – Divide or Combine – Collaboration or Presentation.
 - Projector on/off
 - Presentation source select – Room PC, Wall plate, Clickshare
 - Speaker and Microphone control
 - Camera PTZ control with Auto Tracking on/off
 - Full matrix routing of SDI and HDMI switcher

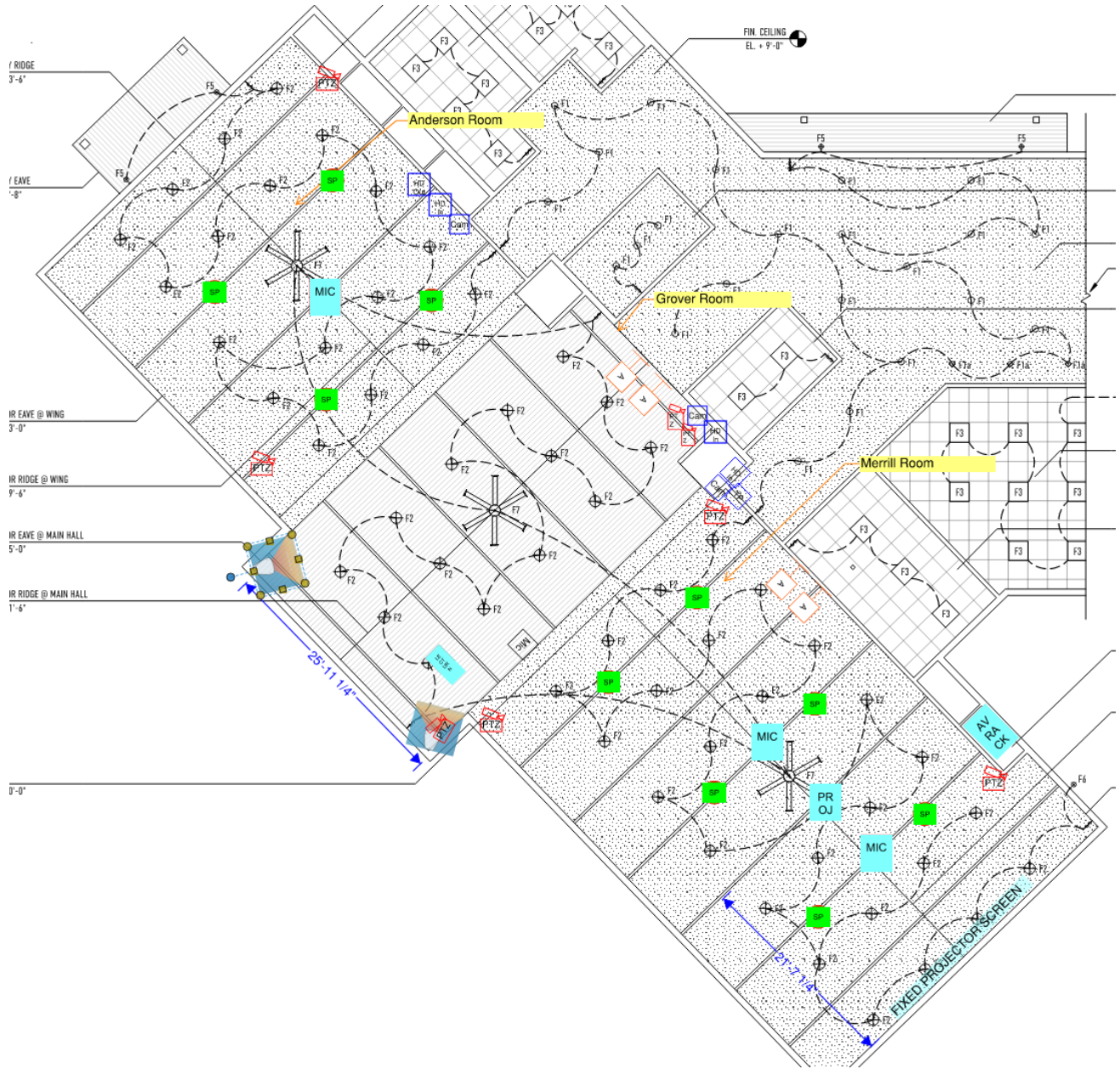
An "operators" station will be installed in the office area for remote management and production. Two 22" LCD displays will provide a preview and/or operator view for all video devices. Display routing will be via iPad. An AV network jack will be provided for operator's computer. (Manual video switcher control).

Control of the Black Magic SDI matrix and Atem video switcher will be via Blackmagic software. Any laptop connected to the AV system will be capable of operation.

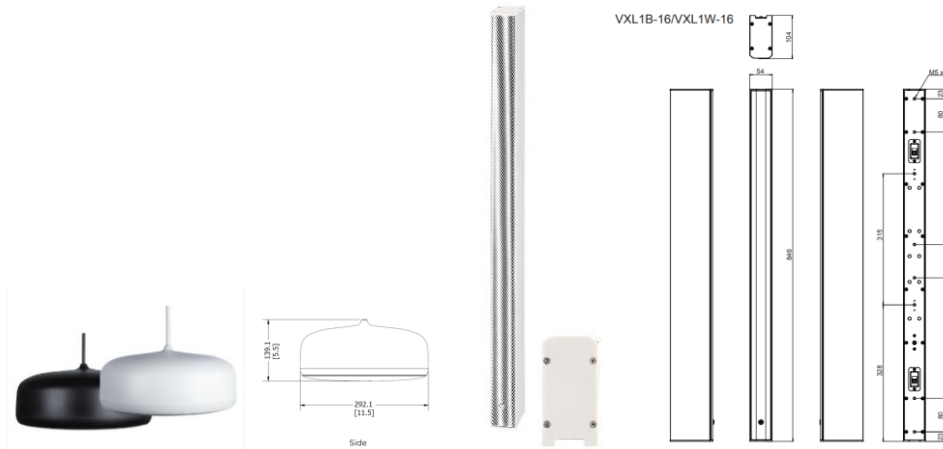
USB AV

The AV system microphone and camera mix will be available as a USB AV device for conferencing computers. A USB3.0 Wall plate will be provided for a user device conferencing. The Barco ClickShare will support wireless BYOD conferencing. When the click share is selected USB AV device can be switched to the ClickShare.

PROPOSAL/QUOTE



PROPOSAL/QUOTE



Ceiling Pendent Speakers

Grover Column Speakers



Grover - Shure MXA 920

PROPOSAL/QUOTE

Complete equipment list including CO1 additions and design updates.

AV Equipment			
Manufacturer	Description	Model	Qty
	Audio system		
Biamp	TesiraForte (12 x 8, AEC, USB, AVB)	TesiraFORTE AVB CI	1
Biamp	DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB a	TesiraFORTE X 800	1
Biamp	8 channel, 175W digital networked amplifier	Tesira AMP-8175R	1
Biamp	6.5-inch coaxial pendant loudspeaker, sunshine profile, 70V/100V	Desono P6-SM	10
Yamaha	Yamaha Pro Slim Line Array Loudspeaker	VXL1W-16	2
Yamaha	Yamaha Pro Wall Mount Bracket for Slim Line Array VXL1 Series Speakers	YAC-WMB-L1W	2
Clearone	WS880 M550 (537-563 MHz)	910-6000-808-C	2
Clearone	Extension Antenna Kit 50' M550 (537-563 MHz)	910-6005-018	6
Clearone	Extension Antenna Combiner 3way	910-6005-300 (3way)	2
Clearone	Gooseneck Microphone 18" Neck	910-6002-188-C	10
Clearone	Handheld Microphone	910-6003-008-C	1
Clearone	Belt Pack	910-6004-008-C	1
Clearone	Lavalier Mic	910-6004-010	1
Sennheiser	TeamConnect Ceiling 2 beamforming ceiling array mic 2 Dante	509178	3
Middle Atlantic	Microphone mounting from truss	CPDI	3
Shure	SHURE MXA920AL-R Microphone Array and mounting	274351	2
	SDI system:		
BlackMagic	Smart Videohub 20x20 - SD/HD/Ultra HD 6G-SDI Mixed Format Router	VHUBSMART6G2020	1
BlackMagic	SWATEMPSW1ME4K ATEM 1 M / E Production Studio 4K Production Switcher	SWATEMPSW1ME4K	1
BlackMagic	Mini Converter UpDownCross HD - SDI and HDMI	CONVMUDCSTD/HD	8
BlackMagic	12G-CROSS HDMI/SDI 4K Ultra HD Cross Converter Scaling Frame Rate	12G-CROSS	1
Marshall Electronics	Broadcast IP/RS232/RS422 PTZ Camera Controller	VS-PTC-IP	1
LG	22" 1920x1080 IPS Panel VGA, HDMI1.4 Monitor - Black	LG/22BK430H-B	2
Crestron	1 Beyond PTZ Intelligent Camera, 20x Optical Zoom, White	IV-CAMPTZ-20-W-1B	8

PROPOSAL/QUOTE

Crestron	1 Beyond Automate™ VX Pro Voice-Activated, Multi-Camera Switching Solution	IV-SAM-VXP-1B	1
Crestron	1 Beyond Camera Systems Remote Professional Services	IV-PROSERVICE-1B	1
	Video:		
AVProdege	18Gbps HDMI 8x8 Matrix w/ Dual Audio Deembedding/Matrix (Full HDR, 4K60 4:	AC-MX88-AUHD-NSFS	1
Teradek	Teradek Spark 4K Wireless AV kit Transmitter H.264 TX/RX kit	Spark 4k	1
Barco	CX-30 ClickShare Conference Set TAA Compliant - Black	R9861513US	1
AVProdege	ConferX HDBT Wall Plate Tx/Rx Basic Kit HDMI	AC-CXWP-HDMO-BKT	3
Crestron	DM Lite – HDMI® over CATx Receiver, Surface Mount	HD-RX-101-C-E	1
Crestron	DM Lite – HDMI® over CATx Transmitter, Surface Mount	HD-TX-101-C-E	1
Sony	7300LM WUXGA Laser Projector / White	VPLFHZ85/W	1
Middle Atlantic	Projector Mounting	multiple	1
Da-Lite	Tensioned Contour Electrol 65"x116" 133" HD Prg 1.1 Contrast 16:10	89978LS	1
AVProdege	HDMI HDBaseT Extender Kit. 4K Ext w Bi Direct 12V Power, RS232, IR	AC-EX70-UHD-BKT	1
Sony	75" 3840 x 2160 4K HDR LED Display 16/7, 1yr warranty - Black	Sony/FWD75X81CH/AL	1
Middle Atlantic	Large Fusion Mobile AV Cart-Height Adjustable - Black	LPAUB	1
Middle Atlantic	Component Storage Panel, Interface	CSMP9X12	1
Middle Atlantic	LARGE SHELF W/ STORAGE	FCA613	1
Middle Atlantic	Misc - Power cable and strip		1
C2G	HDMI Ultra/12 12' HDMI Cable	26-663-12	1
	USB		
Inogeni	Inogeni Toggle - USB 3.0 SWITCHER	Toggle	1
Custom	HDMI & USB3.0 Wall Plate	CPDI	1
Marshall electronics	3G/HD-SDI & HDMI to USB-C Converter (USB3.0/2.0)	VAC-23SHUC	1
CPDI	USB Cables	CPDI	1
	Control:		
Extron	TLP Pro 725M 7" Wall Mounted Touch Panel-White	60-1563-03	1
Extron	IPCP Pro 360 IP Link Pro Control Proc., LL UI Upgrade	60-1432-01A	1
Araknis	Araknis Networks® 310 Series L2 Managed Gigabit Switch PoE+	AN-310-SW-R-24-POE	1

PROPOSAL/QUOTE

Apple	Ipad - OFE		
Middle Atlantic	ERK Series 22" Wide AV Rack	ERK-3525-AV	1
Middle Atlantic	AV Rack Parts		1
SnapAV	WattBox® 1U Integrated Faceplate IP Power Conditioner 8 Individually Mete	WB-800CH1U-IPVM-8	1
SDI	SDI from GYM to Merrill Rack		1
RDL	Wall-Mounted Bi-Directional Mic/Line Dante Interface 4 x 2	DD-RN42	1

ESTIMATOR: Adam Krawic, Audio/Visual Estimator & Design Engineer

PROPOSAL/QUOTE
INVESTMENT SUMMARY For Change Order 1 Only:

Labor	\$11,864.00
Material	\$23,695.11
Freight	\$1,500.00
Subtotal	\$ 37,059.11
Sales Tax	Exempt
Project TOTAL	\$ 37,059.11

The total lump sum for this proposal/quote is **\$ 37,059.11** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal/quote are any adds, moves, or changes during the project, which will be billed separately from the original proposal/quote.

Alternative financial options available. Please contact your Account Executive for more information.

AUTHORIZATION

Dear Town of North Yarmouth,

PROPOSAL/QUOTE NUMBER: 820221668 CO-1 Rev1

By signing below, I am accepting this proposal/quote and the attached terms and conditions.

Customer Authorized Signature: _____ Date: _____

Customer Print Name: _____ Customer Title: _____

Connectivity Point Design & Installation, LLC.

Dennis Masse

CPDI Authorized Signature, Date 1/31/2023

CPDI Print Name: Dennis Masse Title: Account Executive

PROPOSAL/QUOTE

NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above-detailed Scope of Work; and if required, additional charges may apply:

- The quoted price does NOT reflect prevailing wage.
- No cable removal is included in this proposal/quote.
- No wiring permit is included in this proposal/quote.
- All work is scheduled for regular business hours.
- Technicians must have free and clear access to all areas being cabled.
- Improvement to building grounding system.
- Underground trenching or boring.
- Concrete/asphalt cutting or patching.
- Architecture or Engineer design or Consulting fees.
- Engineered stamped drawings.
- Cutting, patching, painting.
- All electrical is provided and installed by others.
- Any changes to the scope of work must be submitted in writing prior to the work being performed.
- This proposal/quote does not include labor to move furniture, PC or other end-user equipment that will preclude CPDI from performing their duties.
- No lift is included in this proposal/quote.
- This price is for riser rated cable non-plenum type CMR unless specified otherwise above. If plenum rated cable type CMP is desired or required it can be provided at an additional cost to this proposal/quote.
- Patch cords are not included in this proposal/quote and can be provided for under a separate proposal/quote if needed.
- All areas to be free of asbestos and lead-based paint.

PROPOSAL/QUOTE

GENERAL TERMS AND CONDITIONS

- Unless otherwise included in the pricing table, the amounts outlined in this Proposal/Quote are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacturer, sales, receipts, gross income occupation, use, and similar taxes. Whenever applicable, any tax or taxes shall be added to the invoice as a separate charge to be paid by the Owner.
- In the event of significant delay or price increase of material, equipment, or supplies occurring during the performance of the contract through no fault of Connectivity Point Design and Installation, LLC, the contract sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract documents. A change in price of an item of material, equipment, or supplies will be considered significant when the price of an item increases 10% between the date of this Signed Quote and the date of installation. Please discuss further with your account executive for clarification.
- The Proposal/Quote is valid for fifteen (15 days) from the date below. After this date please contact CPDI to confirm that the quoted price can be honored.
- Additions to this Proposal/Quote will be priced separately as Change Orders.
- Payment for materials and freight will be provided upon delivery of materials to the location at no less than 10% or \$10,000.00 of the total materials cost. (There may be one (1) or multiple shipments on one (1) invoice.)
- 50% payment for the labor of the project will be provided upon the start of the installation of the materials (after the materials have shipped) and then the other 50% upon the completion of the project.
- Payment for the bond will be provided after the execution of a signed contract and acceptance of this purchase order.
- Equipment will be sent to the delivery address specified between 8:30 AM to 4:30 PM (Monday-Friday) and with notice from Connectivity Point Design & Installation, LLC to the Town when a shipment is expected to arrive. Staff will be available to allow employees of Connectivity Point Design & LLC to enter the facility and place the equipment in a pre-designated location. If a shipment date changes, Connectivity Point Design & Installation, LLC will inform the Town Manager, Diane Barnes, in a reasonable time frame.
- If unknown conditions affect Connectivity Point's ability to complete the work for the stated price, that is not the fault of Connectivity Point, we will suspend work and notify the owner immediately.
- CPDI shall conduct itself in a manner that is compliant with OSHA. Likewise, Owner must notify CPDI, in advance of CPDI commencing its work pursuant to this proposal/quote, of any present or potentially hazardous condition located at the job site(s) at which CPDI will perform its work. The owner is obligated to provide a worksite that is OSHA compliant.
- Owner shall hold harmless and indemnify CPDI and its respective officers, directors, employees and agents from and against any claim, loss, damages, and liability pertaining to bodily injury, property damage, personal injury, governmental fines or assessments or any other type of claim, arising out of or occurring in connection with the services provided by CPDI pursuant to this proposal/quote except to the extent to have resulted from the negligence of CPDI. Such indemnification shall include but not be limited to attorneys' fees incurred in defending such claims. Owner specifically waives any statutory immunity conferred upon it as an employer under any workers' compensation act (including but not limited to the Maine Workers' Compensation Act, 39-A M.R.S.A. §104, and its successors, the New Hampshire Workers' Compensation Act and the Massachusetts Workers Compensation Act).

PROPOSAL/QUOTE

PROJECT STANDARDS/QUALITY ASSURANCE

- All cables will be tested to the applicable performance standard.
- Test results will be provided to the owner in a digital format suitable for printing.
- All faceplates and patch panels will be mechanically labeled with plastic-type label tape.
- A hand-drawn As Built will be left at the job site for the customer's use.
- A mechanically generated As Built will be provided so long as an appropriate digital file is provided by the customer for this purpose.
- Cables can be mechanically labeled at each end, if desired, at an additional charge.
- CPDI has certified structured cabling, fiber, and data center staff to support your design and installation needs.
 - Registered Communications Distribution Designers (RCDD), BICSI
- CPDI has certified Systems Engineers for all your telephony system requirements.
 - Allworx, Mitel, NEC
- CPDI has certified security staff to support your design and installation needs.
 - Kantech, Keyscan, DSC, exacqVision, Axis, Avigilon, Hikvision
- CPDI has certified audio-visual staff to support your design and installation service needs.
 - Atlona Certified Technologist, Barco Unisee Specialist, Biamp TesireForte, Biamp VoIP, CTS, CTS, DMC-D-4K, Clearone ProAudio Specialist, Crestron CCT-001, Crestron DMC-E-4K, Crestron RL101, Crestron Programming 1, Dante Level 1 & 2, Extron AV Associate, Exxtron GC3 Control Associate, Extron School of Emerging Technologies, Lightspeed TopCat Certified, Lutron Lighting, Mersive Solsticec Part 1, Vaddio Audio-Visual Bridge Matrix Pro, Vaddio AutoTrak 2.0

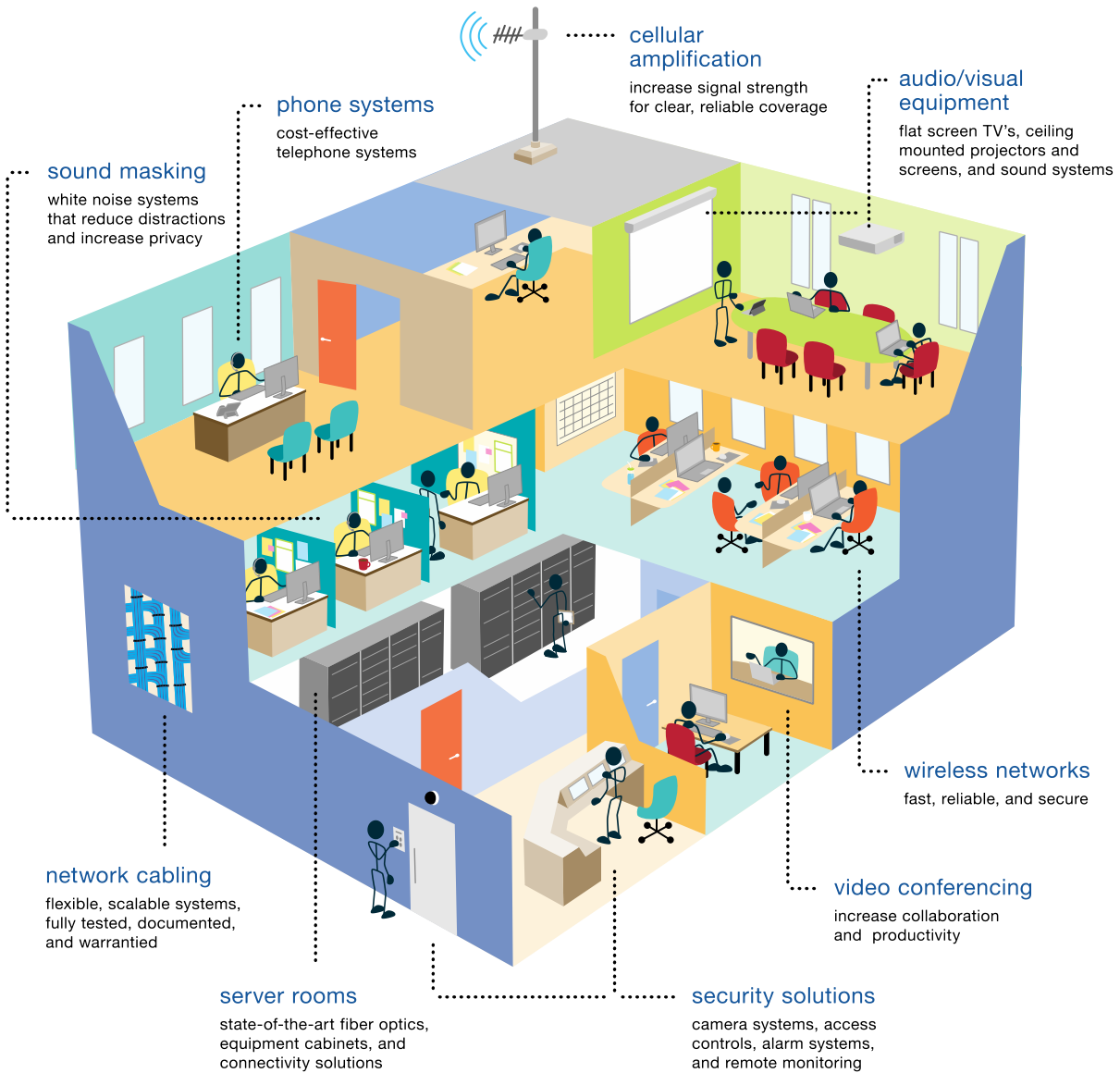
CRAFTSMANSHIP WARRANTY

Connectivity Point Design and Installation warrants that our work to be free from defects for a period of one (1) year from the date of Substantial Completion. All material, equipment and workmanship supplied under the signed contract are covered under this warranty.

This warranty excludes and remedy for damage or defect caused by: (1) abuse, (2) modifications not executed by the contractor, (3) improper or insufficient maintenance, including any improper maintenance of the site conditions where the work was performed; (4) improper operations, or (5) acts of God. This warranty is not in lieu of or supersede any applicable manufacturer's warranty.

Upon project completion, Connectivity Point Design and Installation will provide a dated warranty letter verifying that for the length of [one year] after date of installation, Connectivity Point shall correct any damage or defective work promptly once notified.

PROPOSAL/QUOTE



OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

January 10, 2023

Ms. Diane Barnes, Town Manager
Town of North Yarmouth
10 Village Square Road
North Yarmouth, Maine 04097

RE: Walnut Hill & Cumberland Road Pedestrian Improvements
Preliminary Opinion of Costs

Dear Diane:

As requested, we have prepared a preliminary opinion of cost for the planned Pedestrian Safety Improvements project on Walnut Hill Road and Cumberland Road. The scope of the project consists of upgrading the intersection of Cumberland Road and Pea Lane to meet ADA standards, as well as drainage improvements and reconfiguration of the intersection of Cumberland Road and Walnut Hill Road. That segment of work will include providing 650 linear feet of new sidewalk and 800 linear feet of buried drainage with about 8 catch basins.

Our preliminary opinion of cost suggests that the project budget should be about \$600,000. We understand that prior scoping for the project had determined a budget of up to \$650,000 might be required. Based on the conceptual design we had presented to the Town, it is hoped that the work can be completed for a slightly reduced budget. Given the recent bidding climate, cost of fuel and materials, and the abundance of work for contractors, we would suggest that the entire \$650,000 remain reserved until the bidding process is completed. That will hopefully provide the funds needed even if bids are over the current estimate.

OLVER ASSOCIATES INC.

Ms. Diane Barnes, Town Manager
January 10, 2023
Page 2

The breakdown of the costs is provided below:

PRELIMINARY OPINION FOR CUMBERLAND ROAD & WALNUT HILL ROAD
PEDESTRIAN IMPROVEMENTS

QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LS	Traffic Control/Mobilization	\$ 60,000.00	\$ 60,000.00
1	LS	Clearing and Grubbing	\$ 10,000.00	\$ 10,000.00
1	LS	Remove Existing Drainage	\$ 10,000.00	\$ 10,000.00
4	EA	Test Pits	\$ 800.00	\$ 3,200.00
20	CY	Rip Rap	\$ 50.00	\$ 1,000.00
450	CY	Roadway Excavation	\$ 50.00	\$ 22,500.00
120	CY	Driveway/Sidewalk/Ditch Excavation	\$ 50.00	\$ 6,000.00
100	CY	Excavation and Replacement of Unsuitable	\$ 50.00	\$ 5,000.00
250	CY	Roadway Aggregate Subbase	\$ 50.00	\$ 12,500.00
125	CY	Roadway Aggregate Base	\$ 50.00	\$ 6,250.00
200	CY	Driveway/Sidewalk Aggregate Base	\$ 50.00	\$ 10,000.00
1	LS	Temporary Erosion Control	\$ 10,000.00	\$ 10,000.00
5	EA	4' Dia Catch Basin	\$ 6,000.00	\$ 30,000.00
3	EA	Type F Catch Basins	\$ 4,500.00	\$ 13,500.00
110	LF	12" SICPE Drain	\$ 95.00	\$ 10,450.00
650	LF	15" SICPE Drain	\$ 100.00	\$ 65,000.00
20	LF	15" SICPE Culvert	\$ 80.00	\$ 1,600.00
70	Tons	Driveway/Sidewalk Pavement	\$ 200.00	\$ 14,000.00
460	LF	Slipform Concrete Curb-Surface	\$ 20.00	\$ 9,200.00
170	LF	Slipform Concrete Curb-Buried	\$ 20.00	\$ 3,400.00
200	Tons	Roadway Pavement Repair (trench + curb	\$ 160.00	\$ 32,000.00
100	SY	Raised Concrete Shoulder	\$ 500.00	\$ 50,000.00
1	LS	Loam and Seeding	\$ 10,000.00	\$ 10,000.00
3500	SF	2" Rigid Insulation	\$ 5.00	\$ 17,500.00
1	LS	Owner's Testing Allowance	\$ 3,000.00	\$ 3,000.00
1	LS	Pavement Markings	\$ 5,000.00	\$ 5,000.00
4	EA	Detectable Warning Field	\$ 1,500.00	\$ 6,000.00
6	EA	Relocate Sign	\$ 500.00	\$ 3,000.00
1	LS	Relocate Wood Fence	\$ 3,000.00	\$ 3,000.00
1	EA	Signage	\$ 8,000.00	\$ 8,000.00
		SUBTOTAL ESTIMATE		\$ 441,100.00
		Design Allowance		\$ 40,000.00
		Inspection Allowance		\$ 50,000.00
		Contingency Allowance		\$ 65,000.00
		Total		\$ 596,100.00
			Rounded	\$ 600,000.00

OLVER ASSOCIATES INC.

Ms. Diane Barnes, Town Manager
January 10, 2023
Page 3

If you have any questions, or need additional information at this time, please let us know.

Very truly yours,

OLVER ASSOCIATES INC.



A handwritten signature in blue ink, appearing to read "Mandy Holway Olver".

Mandy Holway Olver P.E., Vice-President
Construction Services Manager

MHO/sb

2672/090

Bid Tabulation for the Sweetser Road Stream Crossing Project

For the Town of North Yarmouth, Maine

Bids Opened January 24, 2023 at 10:00am

Item Description	A.H. Grover	Skid Steer Services, LLC	J. Pratt Construction, Inc.
	Bid Price	Bid Price	Bid Price
1 Crossing Complete	\$375,298.00	\$394,578.00	\$409,898.00
2 Add Alternat 1: Raise Road	\$7,000.00	\$12,578.00	\$2,500.00
3 Add Alternate 2: Guard Rail	\$5,575.00	\$13,578.00	\$4,400.00
Total of All Lump Sum Bid Items	\$387,873.00	\$420,734.00	\$416,798.00

Item Description	Storey Brothers, Inc	St. Laurent & Son, Inc
	Bid Price	Bid Price
1 Crossing Complete	\$471,945.00	\$698,897.00
2 Add Alternat 1: Raise Road	\$9,730.00	\$19,250.00
3 Add Alternate 2: Guard Rail	\$5,340.00	\$4,850.00
Total of All Lump Sum Bid Items	\$487,015.00	\$722,997.00

Bid Opening
Tuesday, January 24, 2023
Town Manager's Office
10:00AM

Present: Diane Barnes, Town Manager
Clark Baston, Public Works Director

Contractors:	Brian Delano	J. Pratt Construction, Inc.
	Robert Storey	Storey Brothers, Inc.
	Polly Sewall	A. H. Grover, Inc.
	Matt McGovern	A. H. Grover, Inc.
	Corey LaRue	St. Laurent & Son, Inc.

The following bids were received and publicly opened at 10:00AM:

1. Skid Steer Services, LLC
 - Crossing Complete \$394,578
 - Alternate 1: Raise Road \$ 12,578
 - Alternate 2: Guard Rail \$ 13,578
 - Total \$420,734

2. St. Laurent & Son, Inc
 - Crossing Complete \$698,897
 - Alternate 1: Raise Road \$ 19,250
 - Alternate 2: Guard Rail \$ 4,850
 - Total \$722,997

3. A.H. Grover
 - Crossing Complete \$375,298
 - Alternate 1: \$ 7,000
 - Alternate 2: \$ 5,575
 - Total \$387,873

Box Culvert	Aluminum Structural Arch
\$303,000	\$267,000

4. J. Pratt Construction, Inc.
 - Crossing Complete \$409,898
 - Alternate 1: \$ 2,500
 - Alternate 2 \$ 4,400
 - Total \$416,798

5. Storey Brothers, Inc.
 - Crossing Complete \$471,945
 - Alternate 1: \$ 9,730
 - Alternate 2: \$ 5,340
 - Total \$487,015

DIRIGO ENGINEERING

2 Dirigo Drive Fairfield, Maine 04937 (207) 453-2401 Fax: (207) 453-2405

#53501

January 25, 2023

Mr. Clark Baston
Public Works Director
Town of North Yarmouth
10 Village Square
North Yarmouth, ME 04097

RE: Bid Award for Sweetser Road Culvert Replacement Project

Dear Mr. Clark:

Bids for the Sweetser Road culvert replacement project were opened earlier this week. The low bidder was A.H. Grover, Inc. We have examined their bid documents and find everything to be in order. Not only were they low bidder using our primary design of a precast box bridge, but they also gave an alternative (and lower) price using a 4-sided box culvert. We specifically allowed this type of construction on our plans, so we support using this product.

We do not have any first-hand experience with A.H. Grover, Inc. but we understand that they have done several similar projects, and they have a good reputation in the area. Based on this, we recommend awarding the contract to them.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Dirigo Engineering



Randy J. Butler, P.E.
Sr. Project Engineer

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of North Yarmouth, 10 Village Square, North Yarmouth, ME 04097.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. Lump Sum Prices:

Item No.	Description	Bid Amount
1	Crossing Complete	\$ 394,578 ⁰⁰
2	Add Alternate 1: Raise Road	\$ 12,578 ⁰⁰
3	Add Alternate 2: Guard Rail	\$ 13,578 ⁰⁰
Total of All Lump Sum Bid Items		\$ 420,734 ⁰⁰

ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED

ARTICLE 5—PRICE PLUS TIME BID DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work will be substantially complete on or before **[Bidder inserts date]**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[Bidder inserts date]**.

Deleted

6.03 Bidder agrees that the Work will be substantially complete within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run.

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

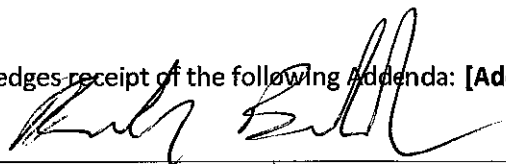
A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**



Addendum Number	Addendum Date
# 1	1/17/23
# 2	1/20/23

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

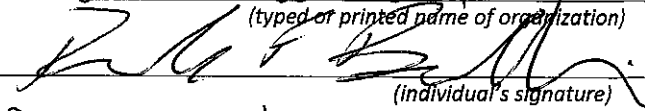
BIDDER hereby submits this Bid as set forth above:

Bidder:

Skid Steer Services, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Randy Baldwin

(typed or printed)

Title:

President

(typed or printed)

Date:

1/24/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Randy Baldwin

(typed or printed)

Title:

President

(typed or printed)

Phone:

(207) 831-0779

Email:

rockbottom@fairpoint.net

Address:

Loge Lake House Rd

Naples, Maine

04055

Bidder's Contractor License No.: (if applicable)

Skid Steer Services, LLC Reference Sheet

Recent Project Completion

<u>Location</u>	<u>Project</u>	<u>Contact</u>	<u>Company</u>	<u>E-Mail</u>
Poland Spring, ME	Pipeline	Brent Clay, P.E.	Blue Triton	brent.clay@bluetriton.com
Old Orchard Beach, ME	Cul/Ex/Demo	Charles Daigle, P.E.	W-P Eng	Charles.daigle@wright-pierce.com
Falmouth, ME	Cul/Ex/Demo	Justin Early, P.E.	DPW	jeary@falmouthme.org
Naples, ME	Cul/Ex/Demo	Steve Merkle	DPW	smerkle@townofnaples.org
Hollis, ME	Cul/Ex/Demo	Dave McCubrey	Selectmen	dmccubrey@hollismaine.com

Additional Recent Project Completions

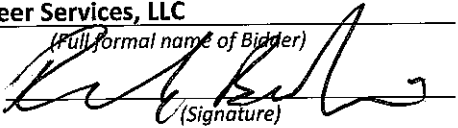

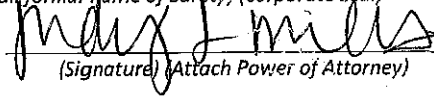
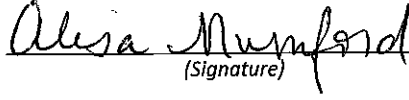
City of South Portland	Red Bank Village Field Upgrade	Dan Riley, P.E	Sebago Technics
Town of Westbrook, ME	Retaining Wall	Katherine Kelley, P.E	Westbrook, ME

Please contact Skid Steer Services to request contact info.

Work References:

<u>Company</u>	<u>Location</u>	<u>Experience</u>	<u>Contact</u>
John Maclaine	Maine DEP Augusta	Inspections	John.Maclaine@maine.gov
Shane Kelly	Portland, Maine	Transportation Eng	skelly@sebagotechincs.com
AJ Coleman	Conway, NH	REDI-ROCK Supplier Retaining Walls/Soil Stab Aggregates	Mike Sullivan (603) 986-8667
City of Auburn, ME	Auburn, ME	Retaining Wall	Paul Belanger, P.E. (207) 333-6601
Stantec Eng	Scarborough, ME	Precision Grading	Bo Kennedy (207) 887-3406
INFOR Source	Worldwide Operation PA Headquarters	Gas Line Construction	Mark Preble(513)678-6100

BID BOND (PENAL SUM FORM)

Bidder Name: Skid Steer Services, LLC Address (principal place of business): 686 Lake House Road Naples, ME 04055	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 62 Maple Avenue Keene, NH 03431
Owner Name: Town of North Yarmouth Address (principal place of business): 10 Village Square, North Yarmouth, ME 04097	Bid Project (name and location): Sweetser Road Stream Crossing Project Bid Due Date: January 24, 2023
Bond Penal Sum: Five Percent of the Enclosed Bid (5%) Date of Bond: January 24, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Skid Steer Services, LLC <small>(Full formal name of Bidder)</small> By:  <small>(Signature)</small> Name: Randy Baldwin <small>(Printed or typed)</small> Title: Randy Baldwin; President Attest:  <small>(Signature)</small> Name: Rebecca Baldwin <small>(Printed or typed)</small> Title: Office Manager	Surety The Ohio Casualty Insurance Company <small>(Full formal name of Surety) (corporate seal)</small> By:  <small>(Signature) (Attach Power of Attorney)</small> Name: Judy L. Mills <small>(Printed or typed)</small> Title: Attorney-in-Fact Attest:  <small>(Signature)</small> Name: Alisa Mumford <small>(Printed or typed)</small> Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207134-968051

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice Dyer, Debra Kenney; Jonathan M. Cross; Judy L. Mills; Royce M. Cross

all of the city of Bangor state of ME each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of North Yarmouth, 10 Village Square, North Yarmouth, ME 04097.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; ~~and~~

ARTICLE 3—BASIS OF BID—LUMP SUM BID PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. Lump Sum Prices:

Item No.	Description	Bid Amount
1	Crossing Complete	\$ 698,897 ⁰⁰
2	Add Alternate 1: Raise Road	\$ 19,250 ⁰⁰
3	Add Alternate 2: Guard Rail	\$ 4,850 ⁰⁰
Total of All Lump Sum Bid Items		\$ 722,997 ⁰⁰

ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED

ARTICLE 5—PRICE PLUS TIME BID DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
#1	1/17/23
#2	1/20/23

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

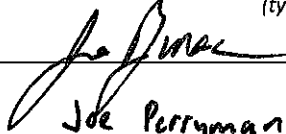
BIDDER hereby submits this Bid as set forth above:

Bidder:

St. Laurent and Son, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Joe Perryman

(typed or printed)

Title:

Vice President

(typed or printed)

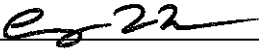
Date:

1/24/23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Corey LaRue

(typed or printed)

Title:

Estimator

(typed or printed)

Date:

1/24/23

(typed or printed)

Address for giving notices:

20 Highland Spring Rd
Lewiston, ME

Bidder's Contact:

Name:

Corey LaRue

(typed or printed)

Title:

Estimator

(typed or printed)

Phone:

207-784-7944

Email:

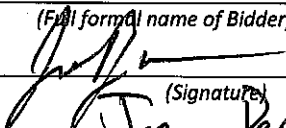
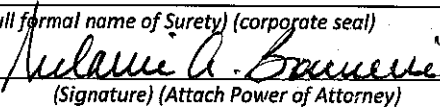
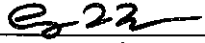
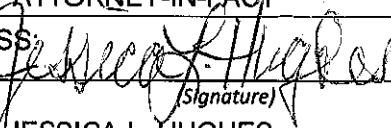
Corey@stlaurentandson.com

Address:

20 Highland Spring Rd
Lewiston, ME

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder ST. LAURENT & SON, INC. Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 20 HIGHLAND SPRING ROAD LEWISTON, ME 04240	Surety THE OHIO CASUALTY INSURANCE COMPANY Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] 175 BERKELEY STREET BOSTON, MA 02116
Owner Name: [Town of North Yarmouth] Address (principal place of business): [10 Village Square, North Yarmouth, ME 04097]	Bid Project (name and location): [Sweetser Road Culvert Replacement] SWEETSER ROAD STREAM CROSSING PROJECT Bid Due Date: JANUARY 24, 2023 [Enter date bid is due]
Bond Penal Sum: [Amount] FIVE PERCENT OF ATTACHED BID *5%* Date of Bond: [Date] JANUARY 20, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder ST. LAURENT & SON, INC.	Surety THE OHIO CASUALTY INSURANCE COMPANY
By: <u></u> <small>(Full formal name of Bidder)</small> Name: <u>Joe Perryman</u> <small>(Signature)</small> <small>(Printed or typed)</small> Title: <u>Vice President</u>	By: <u></u> <small>(Full formal name of Surety) (corporate seal)</small> Name: <u>MELANIE A. BONNEVIE</u> <small>(Signature) (Attach Power of Attorney)</small> <small>(Printed or typed)</small> Title: <u>ATTORNEY-IN-FACT</u>
Attest: <u></u> <small>(Signature)</small> Name: <u>Corey LaBue</u> <small>(Printed or typed)</small> Title: <u>Estimator</u>	WITNESS: Attest: <u></u> <small>(Signature)</small> Name: <u>JESSICA L. HUGHES</u> <small>(Printed or typed)</small> Title: _____
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206150-012009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi Rodzen; Joline L. Binette; Melanie A. Bonnevie; Nancy L. Castonguay; Robert E. Shaw, Jr.; Samuel M. Goulet

all of the city of Lewiston state of ME each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

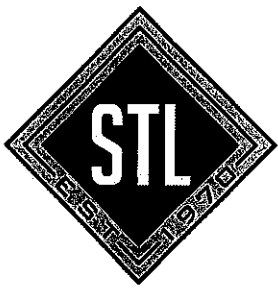
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20TH day of JANUARY, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



St. Laurent and Son, Inc.

20 Highland Spring Road
Lewiston, Maine 04240
Office: (207) 784 7944
Fax: (207)784 6592

January 23, 2023

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

RE: List of Subcontractors and Suppliers

Dear Diane,

Listed below is St. Laurent and Son, Inc. expected subcontractors and supplies for the above referenced project.

- Dirigo Precast
- EJP
- White Cap
- Webster Tree Services
- Main Line Fence

Thank you for your time. If you have any questions, please contact me at (207) 784-7944 or email me at corey@stlaurentandson.com.

Sincerely,

Corey LaRue
Project Estimator

Cc. Project File- Bidding/2023/Dirigo Engineering



MAINE
 Department of the Secretary of State
 Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Fri Mar 29 2019 12:39:59. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
ST. LAURENT & SON, INC.	20061088 D	BUSINESS CORPORATION	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
01/03/2006	N/A	MAINE

Other Names (A=Assumed ; F=Former)

ST. LAURENT & SON, INC. - CANCELLED	A
GARY ST. LAURENT, INC.	F

Clerk/Registered Agent

JAMES BELLEAU
 10 MINOT AVENUE
 AUBURN, ME 04210

[Back to previous screen](#)

[New Search](#)

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

Obtain additional information:

Additional Addresses

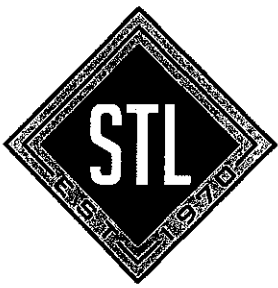
[Plain Copy](#)

[Certified copy](#)

Certificate of Existence [\(more info\)](#)

[Short Form without amendments](#)
 (\$30.00)

[Long Form with amendments](#)
 (\$30.00)



St. Laurent and Son, Inc.

20 Highland Spring Road
Lewiston, Maine 04240
Office: (207) 784 7944
Fax: (207) 784 6592

January 23, 2023

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

RE: Project References

MDOT Frazier Bridge Replacement WIN 023118.00

- Contact: Seth Wills, MDOT Project Resident 207-592-1392
- Install clam shell style precast box culvert with an interior span of 16' on Main Street/Route 125 over Dearing Brook approximately 0.16 of a mile northerly of Summer Street
- Completed: 2022

City of Auburn – Fish Hatchery Rd Culvert

- Contact: Kris Bennett, City Engineer 207-333-6601 x1134
- Replace 48" CMP pipe with 5' high by 9' wide clam shell style precast concrete box culvert.
- Completed: 2022

City of Lewiston – Jepson Brook

- Contact: Jeff Beaulé, City Engineer 207-513-3077
- College Street: Remove existing twin 5.5' (rise) x 7' (span) concrete box culvert with a single 5.5' (rise) x 18' (span) concrete box culvert.
- Central Avenue – Install a new 5' (rise) x 7' (span) x 490' (long) concrete box culvert adjacent to the existing twin concrete box culvert.
- Completed: 2022

St. Laurent and Son, Inc. can provide photos and contract documents for projects listed above and can provide additional projects completed earlier than 2022.

Thank you for your time. If you have any questions, please contact me at (207) 784-7944 or email me at corey@stlaurentandson.com.

Sincerely,

Corey LaRue
Project Estimator

Cc. Project File- Bidding/2023/Dirigo Engineering

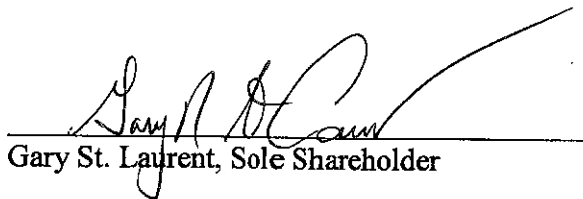
ST. LAURENT & SON, INC.

Written Consent of Shareholders

The undersigned being the sole shareholder of St. Laurent & Son, Inc., a Maine business corporation, acting pursuant to 13-C M.R.S.A. § 704, hereby consents to the following resolution:

RESOLVED: Joseph Perryman, Vice President, is authorized to sign contracts on behalf of St. Laurent & Son, Inc.

DATED the 1 day of June, 2017.



Gary St. Laurent, Sole Shareholder

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of North Yarmouth, 10 Village Square, North Yarmouth, ME 04097.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. Lump Sum Prices:

Item No.	Description	Bid-Amount
1	Crossing Complete	\$ 375,298.00
2	Add Alternate 1: Raise Road	\$ 7,000.00
3	Add Alternate 2: Guard Rail	\$ 5,575.00
Total of All Lump Sum Bid Items		\$ 387,873.00

* See Attached Alternatives for Item #1 Next Page.



P.O. Box 307 • Cumberland, Maine 04021
TEL. 829-3373 • FAX 829-5502

January 24, 2023

Town of North Yarmouth
Diane Barnes – Town Manager

A. H. Grover, Inc. would like to propose an alternate cost estimate for the Sweetser Road Stream Crossing Project. We have submitted a bid using the specified precast box bridge by Dirigo Timberlands Company. The following are two alternate costs for equals to the Dirigo box bridge.

- 1.) Precast Box Culvert 64' by 15' by 8' (4 sided clamshell style), by Superior Concrete, LLC. The inlet & outlet would include pinned toe walls. The top of the structure would be field coated with easy pave. The inlet & outlet wing walls would be constructed of precast ready rock. All other work included per plan, excluding Add Alternates 1 and 2.

Total **\$303,000.00**

- 2.) Aluminum Structural Arch with wing walls by Contech Engineered Solutions. All other work included per plan, excluding Add Alternates 1 and 2.

Total **\$267,000.00**

Benjamin C. Grover, Vice President

A. H. Grover, Inc.

January 24, 2023

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED~~

~~ARTICLE 5—PRICE PLUS TIME BID DELETED~~

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	1/17/2023
2	1/20/2023

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

AH GROVER, INC
(typed or printed name of organization)

By:

Benjamin C. Grover
(individual's signature)

Name:

BENJAMIN C. GROVER
(typed or printed)

Title:

VICE PRESIDENT
(typed or printed)

Date:

1/24/2023
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Benjamin C. Grover
(individual's signature)

Name:

BENJAMIN C GROVER
(typed or printed)

Title:

VICE PRESIDENT
(typed or printed)

Date:

1/24/2023
(typed or printed)

Address for giving notices:

PO BOX 307
Cumberland, ME 04021

Bidder's Contact:

Name:

BENJAMIN C GROVER
(typed or printed)

Title:

VICE PRESIDENT
(typed or printed)

Phone:

(207) 829 3373

Email:

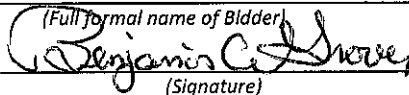
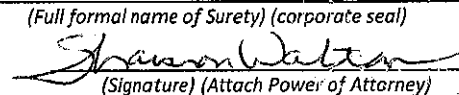

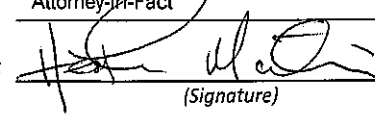
ben@ahgrover.com

Address:

PO BOX 307
Cumberland, ME 04021

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: A.H. Grover, Inc. Address (principal place of business): 82 Doughty Road North Yarmouth, ME 04097	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: Town of North Yarmouth Address (principal place of business): 10 Village Square Rd North Yarmouth, ME 04097	Bid Project (name and location): Sweetser Road Stream Crossing Project Bid Due Date: January 24, 2023
Bond Penal Sum: Five Percent of the Bid Amount (5%) Date of Bond: January 24, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder A.H. GROVER, INC.	Surety The Ohio Casualty Insurance Company
By: <u></u> (Full formal name of Bidder) (Signature)	By: <u></u> (Full formal name of Surety) (corporate seal) (Signature) (Attach Power of Attorney)
Name: <u>BENJAMIN C GROVER</u> (Printed or typed)	Name: <u>Shannon Walton</u> (Printed or typed)
Title: <u>VICE PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>MAZY P. SEWALL</u> (Printed or typed)	Name: <u>Heather Martin</u> (Printed or typed)
Title: Witness	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206886-968031

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony Villandry; Bret Cote; Deborah Wentworth; G. Andrew Shaw; Heather G. Martin; Jeffrey A. Lind; Matthew Greenleaf; Shannon Walton

all of the city of Portland state of ME each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NOTICE OF AWARD

Date of Issuance:

Owner: Town of North Yarmouth

Owner's Project No.:

Engineer: Dirigo Engineering

Engineer's Project No.: 53501

Project: Sweetser Road Culvert Replacement Project ~~Project~~ STREAM CROSSING PROJECT

Contract Name: Sweetser Road Culvert Replacement Project ~~Project~~ STREAM CROSSING PROJECT

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Sweetser Road Culvert Replacement Project]

The Contract Price of the awarded Contract is \$[Contract Price]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[One] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. ~~Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).~~
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): [Major subcontractors and suppliers identified]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: [Town of North Yarmouth]

By (signature): _____

Name (printed): _____

Title: _____

Copy: Dirigo Engineering

**Sweetser Road Stream Crossing Project
For the Town of North Yarmouth, Maine
A.H. Grover Options**

Item Description	Base Bid	Option 1 -4 Sided Box	Option 2 - Arch Plate
	Bid Price	Bid Price	Bid Price
1 Crossing Complete	\$375,298.00	\$303,000.00	\$267,000.00
2 Add Alternat 1: Raise Road	\$7,000.00	\$7,000.00	\$7,000.00
3 Add Alternate 2: Guard Rail	\$5,575.00	\$5,575.00	\$5,575.00
Total of All Lump Sum Bid Items	\$387,873.00	\$315,575.00	\$279,575.00

ADVERTISEMENT FOR BIDS
Town of North Yarmouth, Maine
Sweetser Road Stream Crossing Project

General Notice

Town of North Yarmouth (Owner) is requesting Bids for the construction of the following Project:

Sweetser Road Stream Crossing Project

Bids for the construction of the Project will be received at the **Town Office** located at **10 Village Square, North Yarmouth, ME until January 24, 2023 at 10:00 A.M.** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Construction of an open bottom precast concrete box culvert on Sweetser Road.

The Project has an expected duration of **120** days or less for final completion. Contract Time will not commence to run until materials can be obtained. Construction is expected to occur during summer/fall of 2023.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

Dirigo Engineering
2 Dirigo Drive
Fairfield, Maine -4937
(207) 453-2401

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:00 am and 4:00 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office:

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Shipping costs will be \$10 per set of bidding documents mailed. Bidding Documents are available for purchase in the following formats:

Format	Cost
Bidding Documents (including Full-Size Drawings)	\$100
Bidding Documents (including Half-Size Drawings)	\$50
Compact Disc containing Bidding Documents in portable document format (PDF)	\$25
Electronic transfer of Bidding Documents from via email, drop box, etc.	\$25

Pre-bid Conference

There will be a non-mandatory Pre-bid conference for this project on **January 4 at 10:00 A.M.** at the project site.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Bid Bond.

A certified check or bank draft payable to the OWNER or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the amount equal to five percent (5%) of the Bid shall be submitted with each bid. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the Owner.

This Advertisement is issued by:

Owner: **Town of North Yarmouth**

By: **Diane Barnes**

Title: **Town Manager**

Date: **December 12, 2022**

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of North Yarmouth, 10 Village Square, North Yarmouth, ME 04097.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; ✓
 - B. List of Proposed Subcontractors; ✓
 - C. List of Proposed Suppliers; ✓
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. Lump Sum Prices:

Item No.	Description	Bid Amount
1	Crossing Complete	\$ 409,898.00
2	Add Alternate 1: Raise Road	\$ 2,500.00
3	Add Alternate 2: Guard Rail	\$ 4,400.00
Total of All Lump Sum Bid Items		\$ 416,798.00

ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED

ARTICLE 5—PRICE PLUS TIME BID DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	1/17/23
2	1/20/23

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
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8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

J Pratt Construction Inc

(typed or printed name of organization)

By:



(individual's signature)

Name:

Josh Pratt

(typed or printed)

Title:

President

(typed or printed)

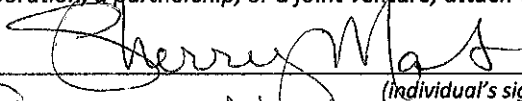
Date:

1/24/23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Sherry Madore

(typed or printed)

Title:

Office Manager

(typed or printed)

Date:

1/24/23

(typed or printed)

Address for giving notices:

769 Paris Rd

Hebron Me 04238

Bidder's Contact:

Name:

Josh Pratt

(typed or printed)

Title:

President

(typed or printed)

Phone:

740-0630 (c) 345 9060 (o)

Email:

josh@jprattinc.com

Address:

769 Paris Rd

Hebron Me 04238

Bidder's Contractor License No.: (if applicable)

January 17, 2023

**Addendum No. 1
Sweetser Road Stream Crossing Project**

Please make the following changes to the Contract Documents:

1. On Drawing Sheet 1, make the following changes:

a. Replace Note 2 with the following:

The existing 12" DI water main is a critical part of Yarmouth Water District's (YWD) system. A well on the north side of the crossing provides water for the system to meet peak summer demands south of the site, and this connection supplies water to the North Yarmouth pressure zone through a booster station on the north side of the crossing at all times. All work on or around the water main shall be approved by and coordinated with YWD.

- Contractor shall notify YWD at least 48 hours before work on or around the water main. When requested, YWD will have staff on site to operate gate valves. Contractor shall not operate gate valves.
- There is a gate valve approximately 960' south of the southerly gate valve with no services between.
- Water pressure at the site is approximately 55 psi when storage tanks are full.
- Excavate test pits prior to start of construction to confirm elevation of water main.
- The water main shall not be removed or bypassed during construction and shall remain in service during construction, except that it may be shut down for a maximum period of 3 hours during daytime and 5-6 hours during night time. Refilling of tanks requires 4 hours.
- The main was installed with Field-Lok gaskets in 2021. These gaskets provide restraint against pullout, but only provide limited lateral restraint (deflection at joints). Prior to construction, Contractor shall install bell joint clamps at the 2 consecutive push-on joints immediately south of the southerly gate valve. In addition, each joint exposed for construction shall be restrained with a bell joint clamp. If more than 40' of the main is exposed, contractor shall utilize steel beam chained to pipe or other temporary support to support/restrain pipe. Method for temporary support of pipe shall be approved by YWD.
- After installation of culvert, bed water main from 6" below pipe to 6" above pipe in screened gravel (1" minus) and insulate water main per notes.

b. Delete Note 4 regarding town supplied gravel and riprap. Contractor shall supply all of these materials.

2. If contractor wishes to use a 4-sided clamshell box culvert, it shall be 15' wide x 8' high (inside dimensions) with 1'x1' toewall at each end. Bed on 12" of screened stone with Geotextile fabric below. Provide headwall/curb and wingwalls similar to those shown on Drawings.

3. Excess excavated material may be disposed of at the public works facility. If the quantity exceeds 100 cubic yards, Contractor shall level the pile. Contractor may store box culvert components at the public works facility prior to construction.
4. On the agreement and bond forms (Sections 00430, 00510, 00520, 0550, 00610, 00615) change the name of the contract/project to "Sweetser Road Stream Crossing Project" to match the title page and bid advertisement.

Clarifications from Pre-bid Meeting Questions

1. Q: Will products besides precast be considered.
A: Bid the project as precast concrete. If prices come in high, we will negotiate with the low bidder and consider changing to other materials.
2. Q: Can the road be shut down?
A: Yes.
3. Does contractor need to provide digital signage? No.
4. In apple harvest time, the orchard north of the site is very busy and customers park along the road. Contractor should keep staging area limited to within 100' of the new box culvert.

End of Addendum #1

DIRIGO ENGINEERING

2 Dirigo Drive Fairfield, Maine 04937 (207) 453-2401 Fax: (207) 453-2405

January 20, 2023

**Addendum No. 2
Sweetser Road Stream Crossing Project**

Please make the following changes to the Contract Documents:

1. In Addendum 1, add the word “restraining” to each occurrence of “bell joint clamp(s)”.
2. A copy of the U.S. Army Corps of Engineers permit is attached.

End of Addendum No. 2

Please send an e-mail to “angela@dirigoeng.com” that includes your company name and a statement indicating you have received Addendum No. 2 for the specified project.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
698 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

**MAINE GENERAL PERMITS (GPs)
AUTHORIZATION LETTER AND SCREENING SUMMARY**

CLARK BASTON
TOWN OF NORTH YARMOUTH
10 VILLAGE SQUARE ROAD
NORTH YARMOUTH, MAINE 04097

CORPS PERMIT # NAE-2022-02894
CORPS GP#s 22
STATE ID# PBR

DESCRIPTION OF WORK:

Place temporary and permanent fill below the ordinary high water mark of Toddy Brook and in adjacent freshwater wetlands at North Yarmouth, Maine in order to replace deteriorated culverts beneath Sweetser Road. Minor channel realignment will be conducted in order to correct erosion issues along the roadway embankment. This work will result in approximately 1,874 SF of permanent and 208 SF of streambed impact and approximately 582 SF of permanent and 155 SF of temporary wetland impact. This work is shown on the attached plans entitled "North Yarmouth Stream Crossing 8670" in one sheet dated "November 5, 2021", and "TOWN OF NORTH YARMOUTH, MAINE SWEETSER ROAD CULVERT REPLACEMENT PROJECT" in seven sheets dated "11/19/21".

See GENERAL and SPECIAL CONDITIONS attached.

LAT/LONG COORDINATES: 43.833227° N -70.240193° W USGS QUAD: YARMOUTH, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permits (GPs) which can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/>. Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the GPs, including the GPs conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GPs requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 45 of the GPs (page 19) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GPs on October 14, 2025. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 14, 2026.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [X], ISSUED [], DENIED [] DATE _____

APPLICATION TYPE: PBR: X, TIER 1: _____, TIER 2: _____, TIER 3: _____, LURC: _____, DMR LEASE: _____, NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 12JAN2023 LEVEL OF REVIEW: SELF-VERIFICATION: _____ PRE-CONSTRUCTION NOTIFICATION: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 _____, 404 X, 10/404 _____, 103 _____

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 978-318-8676 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at: http://corpsmapu.usace.army.mil/cm_apex/?p=136;4:0

COLIN M. GREENAN
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

FOR FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION



US Army Corps
of Engineers®
New England District

**PLEASE NOTE THE FOLLOWING GENERAL AND SPECIAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
MAINE GENERAL PERMIT 22
PERMIT NO. NAE-2022-02894**

GENERAL CONDITIONS

23. Soil Erosion, Sediment, and Turbidity Controls. a. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e. silt fence, vegetated filter strips, geotextile silt fences, erosion control mixes, hay bales or other devices) downhill of all exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion; of collecting sediment, suspended and floating materials; and of filtering fine sediment. b. Temporary sediment control barriers shall be removed upon completion of work, but not until all disturbed areas are permanently stabilized. The sediment collected by these sediment barriers shall be removed and placed at an upland location and stabilized to prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

26. Temporary Fill. a. Temporary fills, including but not limited to construction mats and corduroy roads shall be entirely removed as soon as they are no longer needed to construct the authorized work. Temporary fill shall be placed in its original location or disposed of at an upland site and suitably contained to prevent its subsequent erosion into waters of the U.S. b. All temporary fill and disturbed soils shall be stabilized to prevent its eroding into waters of the U.S. where it is not authorized. Work shall include phased or staged development to ensure only areas under active development are exposed and to allow for stabilization practices as soon as practicable. Temporary fill shall be placed in a manner that will prevent it from being eroded by expected high flows. c. Unconfined temporary fill authorized for discharge into waters of the U.S. shall consist of material that minimizes impacts to water quality (e.g. washed stone, stone, etc.). d. Appropriate measures shall be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Materials shall be placed in a location and manner that does not adversely impact surface or subsurface water flow into or out of the wetland. Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric or other appropriate material laid on the pre-construction wetland grade where practicable to minimize impacts and to facilitate restoration to the original grade. Construction mats are excluded from this requirement. e. Construction debris and/or deteriorated materials shall not be placed or otherwise located in waters of the U.S.

33. Permit(s)/Authorization Letter On-Site. The permittee shall ensure that a copy of the terms and conditions of these GPs and any accompanying authorization letter with attached plans are at the site of the work authorized by these GPs whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are fully aware of the accompanying terms and conditions. The entire permit authorization shall be made a part of any and all contracts and subcontracts for work that affects areas of Corps jurisdiction at the site of the work authorized by these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means all terms and conditions of the GPs, the GPs, and the authorization letter (including its drawings, plans, appendices and other attachments) and subsequent permit modifications as applicable. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or subcontract. Although the permittee may assign various aspects of the work to different contractors or subcontractors, all contractors and subcontractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire GP authorization, and no contract or subcontract shall require or allow unauthorized work in areas of Corps jurisdiction.

34. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs. **These forms are attached after the plans.**

SPECIAL CONDITIONS

1. In-stream construction work shall be conducted between July 15th and September 30th in any year in order to minimize potential impacts to aquatic resources and local water quality.

2. In-stream construction work shall be conducted "in the dry" using cofferdams, temporary flume pipes, culverts, etc. and downstream flows shall be maintained during in-stream construction.



**US Army Corps
of Engineers**®
New England District

**GENERAL PERMIT
WORK-START NOTIFICATION FORM**
(Minimum Notice: Two weeks before work begins)

EMAIL TO: colin.m.greenan@usace.army.mil

-or-

MAIL TO: Colin M. Greenan
U.S. Army Corps of Engineers, New England District
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

A Corps of Engineers Permit (No. NAE-2022-02894) was issued to Clark Baston, Town of North Yarmouth. The permit authorized the permittee to place temporary and permanent fill below the ordinary high water mark of Toddy Brook and in adjacent freshwater wetland at North Yarmouth, Maine in order to replace deteriorated culverts beneath Sweetser Road.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone: () _____ () _____

Proposed Work Dates: Start: _____

Finish: _____

PERMITTEE'S SIGNATURE: _____ DATE: _____

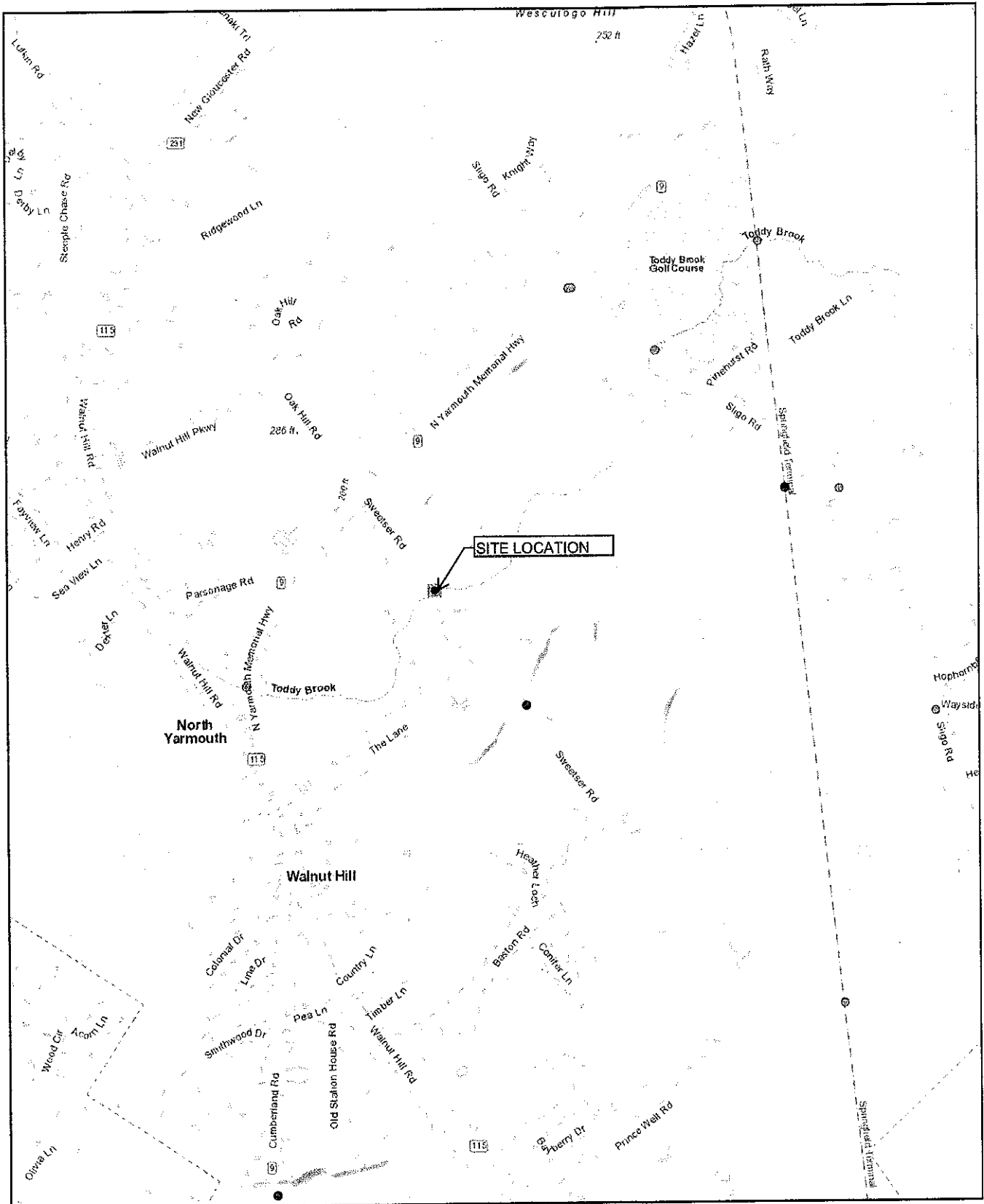
PRINTED NAME: _____ TITLE: _____

FOR USE BY THE CORPS OF ENGINEERS

Project Manager: GREENAN Submittals Required: Work-Start and Compliance forms

Inspection Recommendation: routine Maine General Permits compliance

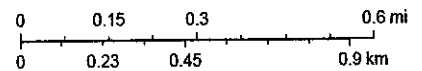
North Yarmouth Stream Crossing 8670



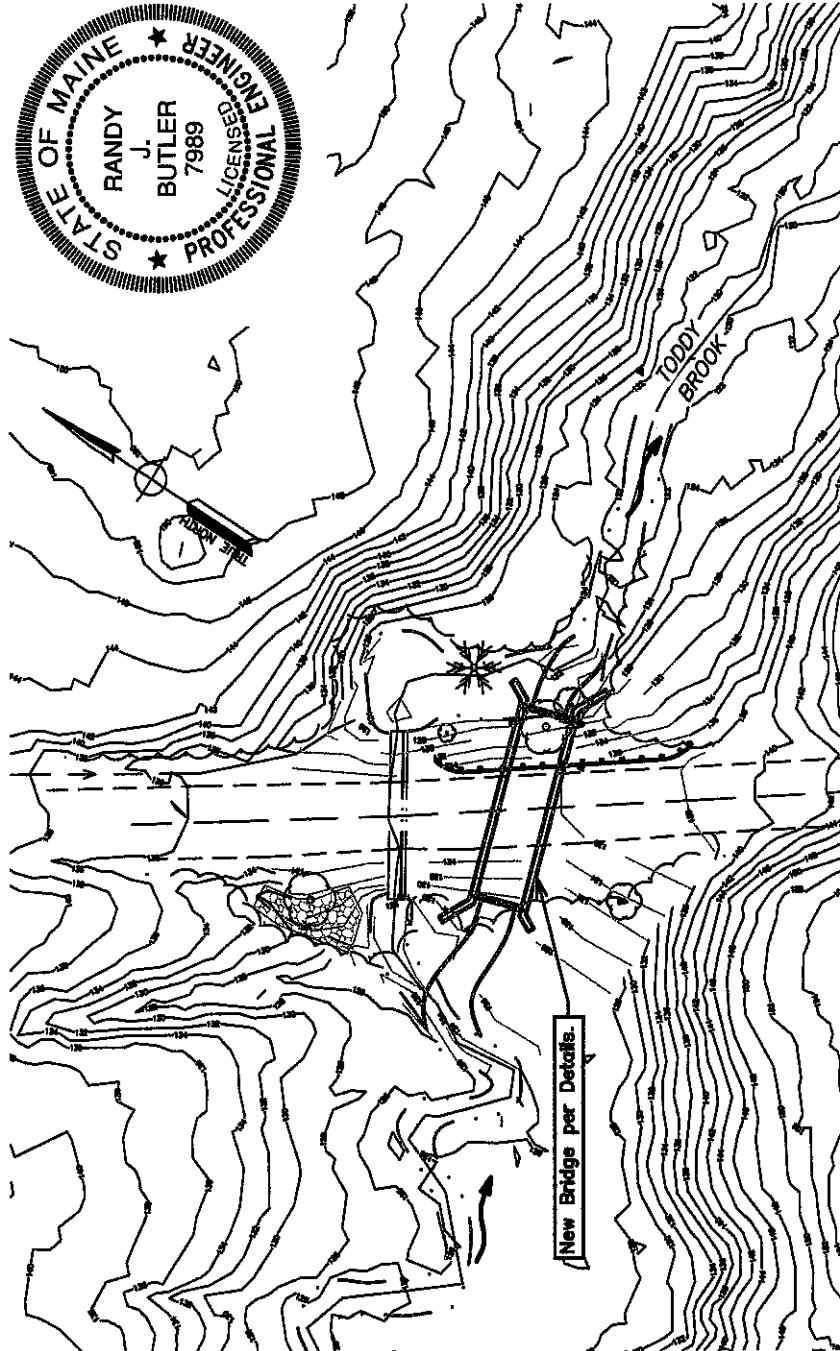
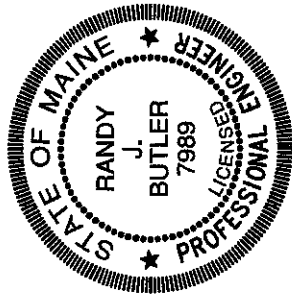
November 5, 2021
crossingsbarrierscr

- Barrier
- ⊙ Potential Barrier
- No Barrier

1:18,056



Esri, Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/
NASA, NGA, EPA, USDA



GENERAL NOTES:

1. Vertical datum is based on best fit to publically available LIDAR contours, NAVD88.
2. The location of the existing utilities shown on the plans were compiled from field survey and various other sources. Locations are approximate and not guaranteed to be accurate nor is it guaranteed that all utilities are shown.
3. Right-of-Way lines and property lines shown on the drawings are assumed/approximate only (based on field evidence, municipal records, and other sources) and are not to be used for conveyances.
4. Erosion Control Measures shall comply with *Maine Erosion and Sediment Control Practices Field Guide for Contractors* (latest edition) and shall be installed prior to any construction work.

RIPRAP NOTES:

1. Following placement of riprap, wash in fines from stream bed to fill voids between rocks.
2. Riprap Slope Protection inlets and outlets shall have 12" wide wildlife "sheaf" near the edge of the water continuous with shelf under bridge. At surface, chink between large stones with smaller stones and gravel such that top of table is relatively flat. Compact gravel surface.
3. Rip-Rap shall be angular and shall be keyed in at the bottom. Install non-woven geotextile fabric below all riprap (Mirafi 160N or equval).
 D_{50} = the average size of stones: 50% (by weight) of the mixture shall be smaller and 50% shall be larger. Min/max stone size ranges are as follows:
 D_{30} = 8"; 6"-12"
 D_{40} = 18"; 12"-27"
 D_{50} = 12"; 8"-18"
 D_{60} = 24"; 16"-36"



Scale

LEGEND

- ▲ SURVEY STATION
- ▲ BENCHMARK
- ⊙ UTILITY POLE
- - - DITCH
- TOP/BOTTOM OF BANK OR EDGE OF TRAVEL LANE
- 95 --- EXISTING CONTOURS
- 96.0x --- EXISTING SPOT ELEVATIONS
- 92 --- PROPOSED CONTOURS
- 92.5 --- PROPOSED SPOT ELEVATIONS

FOR PERMITTING PURPOSES ONLY
 - NOT FOR CONSTRUCTION -

**TOWN OF NORTH YARMOUTH, MAINE
 SWEETSER ROAD
 CULVERT REPLACEMENT PROJECT**

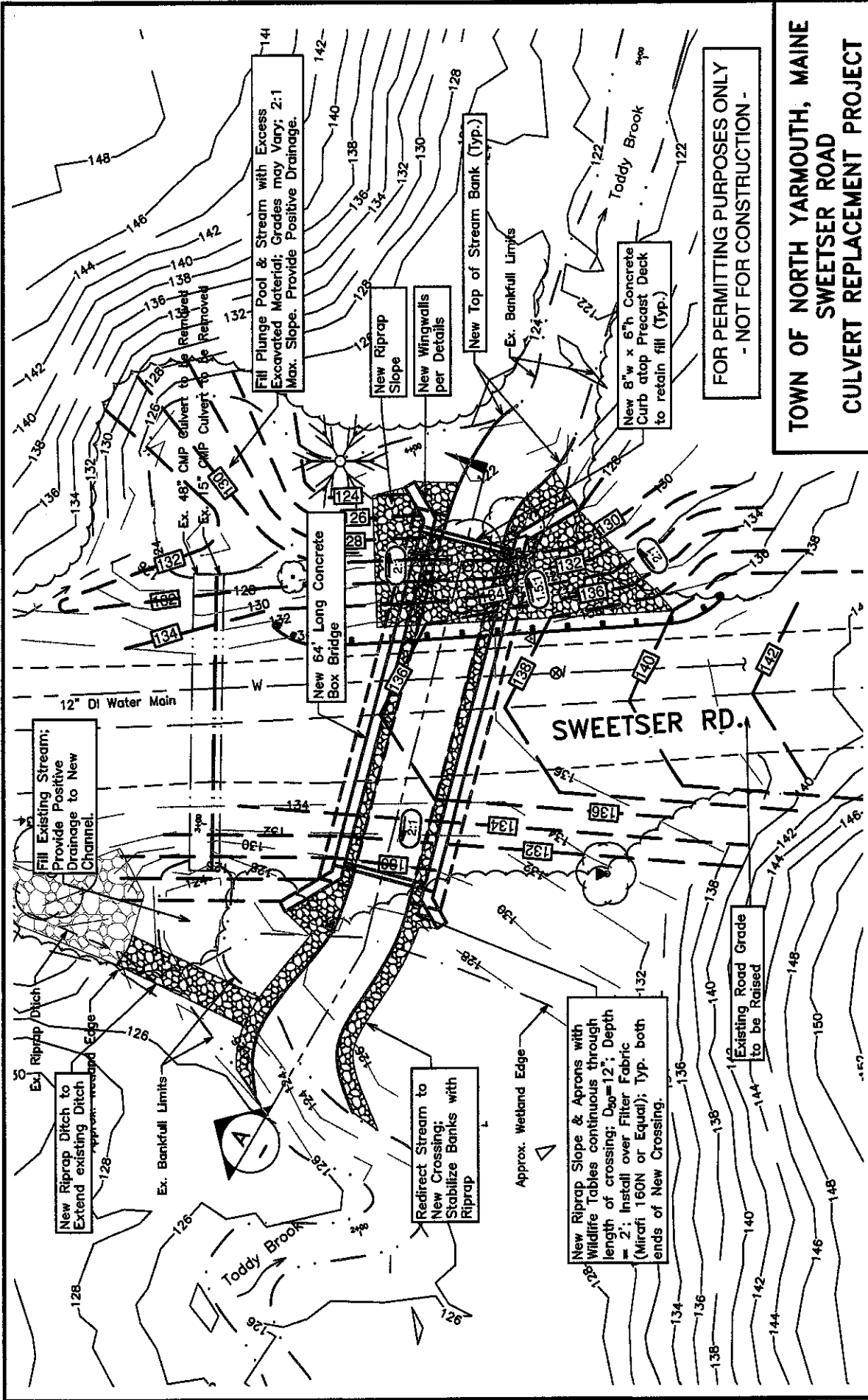
OVERALL SITE PLAN



2 DIRIGO DRIVE FAIRFIELD, ME 04937

FILE: 10_Sweetser Road Final Plan DATE: 11/19/21 #53501

DRAWING
 1 OF 7



Fill Plunge Pool & Stream with Excess Excavated Material; Grades may Vary; 2:1 Max. Slope. Provide Positive Drainage.

Ex. 48" CMP Culvert to be Replaced

Ex. 15" CMP Culvert to be Replaced

New Riprap Slope

New Wingwalls per Details

New Top of Stream Bank (Typ.)

Ex. Bankfull Limits

Toddy Brook

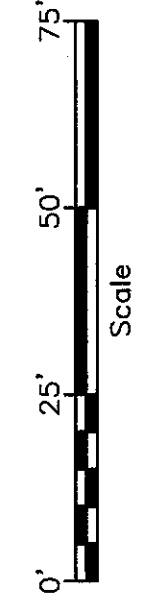
New 8'w x 6'h Concrete Curb atop Precast Deck to retain fill (Typ.)

FOR PERMITTING PURPOSES ONLY
- NOT FOR CONSTRUCTION -

TOWN OF NORTH YARMOUTH, MAINE
SWEETSER ROAD
CULVERT REPLACEMENT PROJECT

STREAM CROSSING PLAN

DRAWING
DIRIGO ENGINEERING
2 DIRIGO DRIVE FAIRFIELD, ME 04937
FILE: D:\Sweetser Road\Draw File DATE: 11/19/21 # 53501



- Notes:
- Existing Contours are based on LIDAR, with adjustments per topographic survey by Dirigo Engineering.
 - See next sheet for Dewatering Plan.

Fill Existing Stream; Provide Positive Drainage to New Channel.

New Riprap Ditch to Extend existing Ditch

Ex. Bankfull Limits

Redirect Stream to New Crossing; Stabilize Banks with Riprap

Approx. Wetland Edge

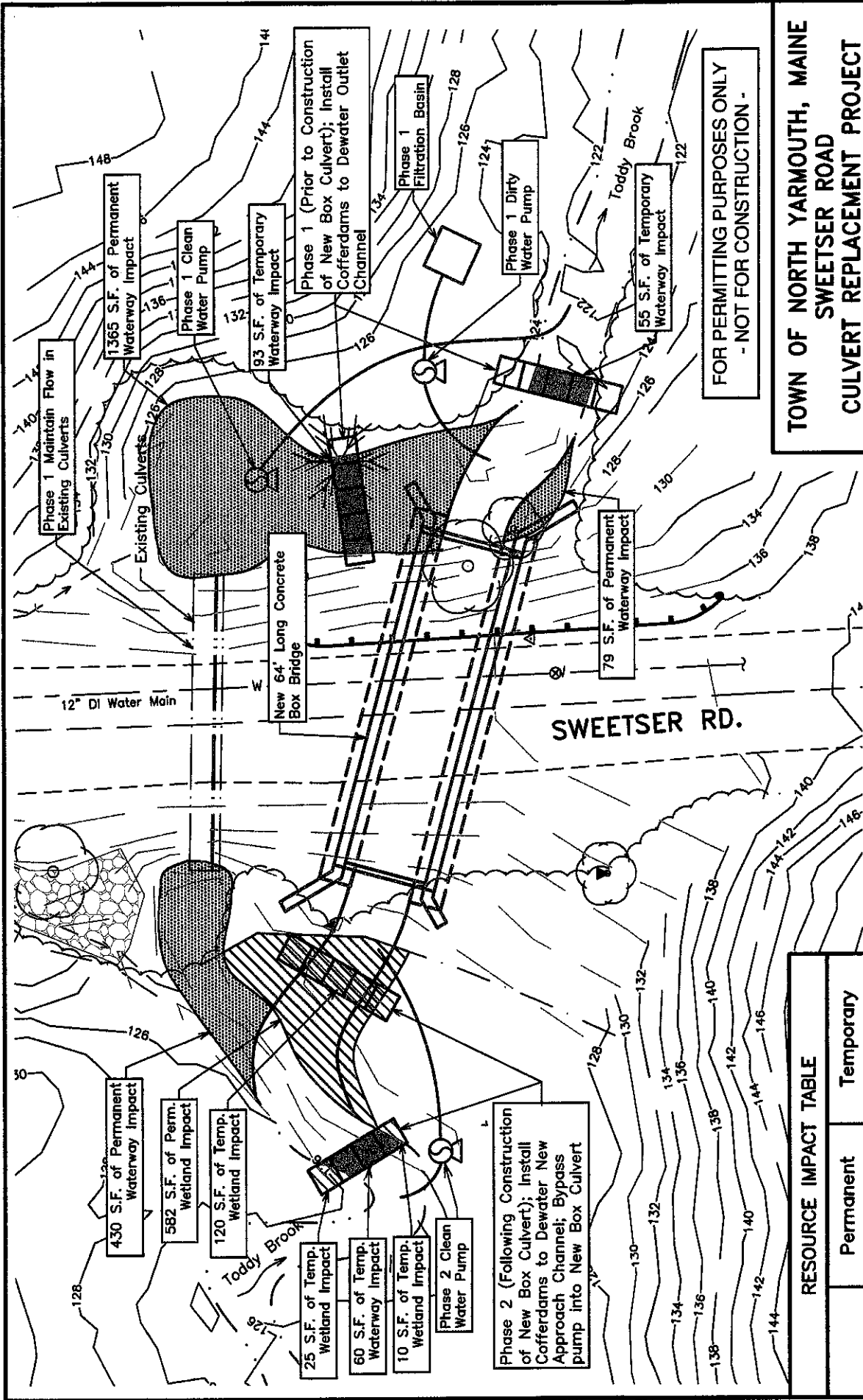
New Riprap Slope & Aprons with Wildlife Tables continuous through length of crossing; $D_{50}=12"$; Depth = 2'; Install over Filter Fabric (Mirafi 160N or Equal); Typ. both ends of New Crossing.

Existing Road Grade to be Raised

SWEETSER RD.

12" DI Water Main

New 64' Long Concrete Box Bridge



FOR PERMITTING PURPOSES ONLY
- NOT FOR CONSTRUCTION -

**TOWN OF NORTH YARMOUTH, MAINE
SWEETSER ROAD
CULVERT REPLACEMENT PROJECT**

DEWATERING & RESOURCE IMPACT PLAN

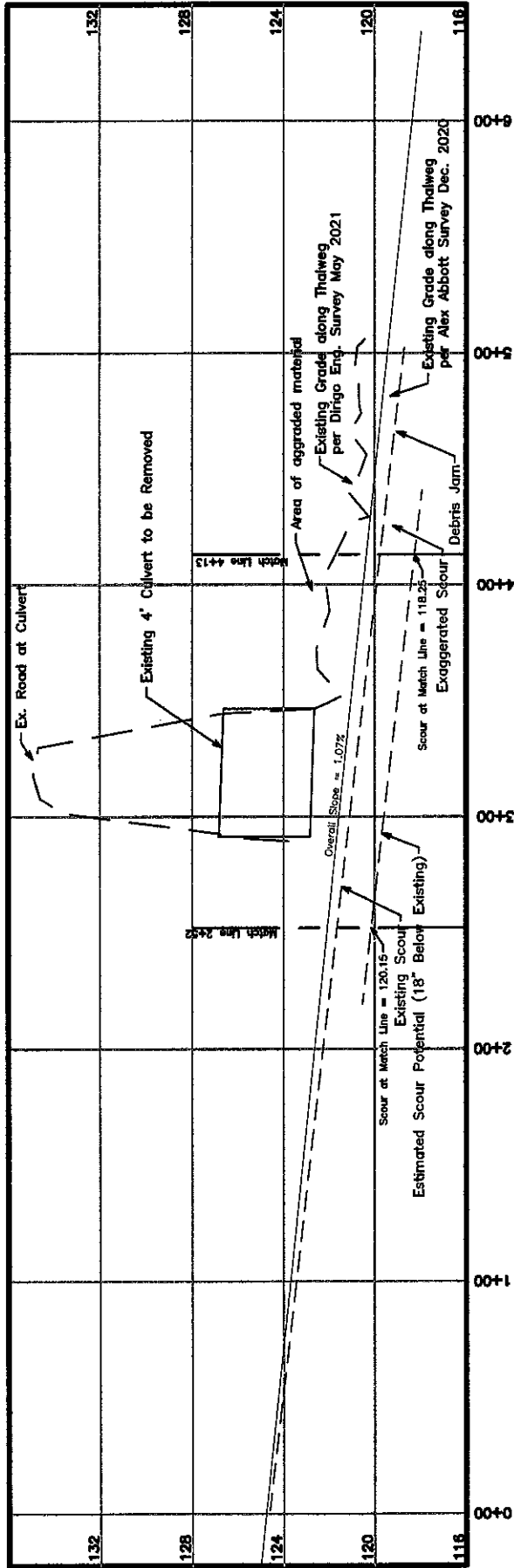
DRIGO ENGINEERING
2 DIRIGO DRIVE FAIRFIELD, ME 04937

DRAWING
3 OF 7

FILE: 10 Sweetser Road Plan No DATE: 11/19/21 #53501



RESOURCE IMPACT TABLE		Permanent	Temporary
Wetland		582 SF	
Waterway		1874 SF	
Total Resource Impact			2819 SF

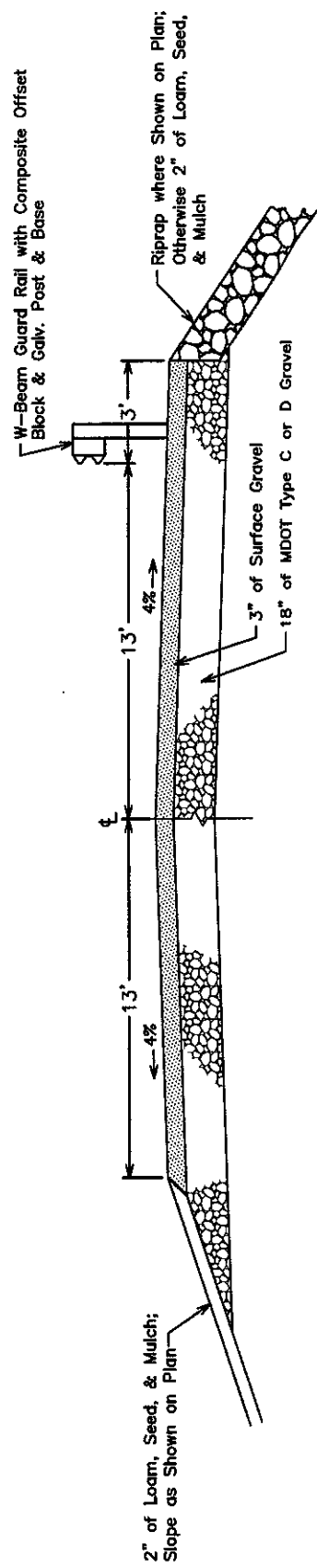
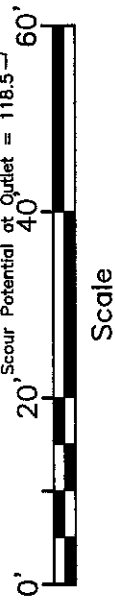
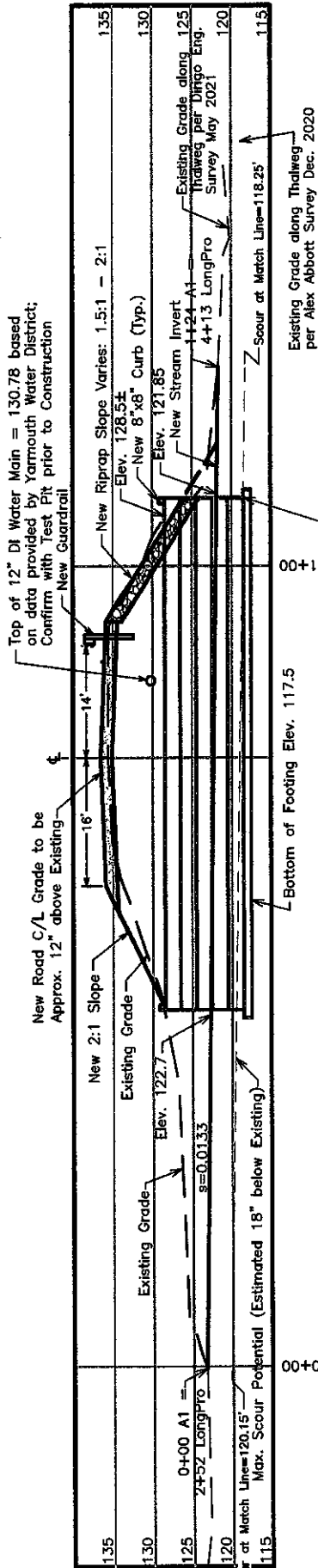


FOR PERMITTING PURPOSES ONLY
 - NOT FOR CONSTRUCTION -

TOWN OF NORTH YARMOUTH, MAINE
 SWEETSER ROAD
 CULVERT REPLACEMENT PROJECT

LONGITUDINAL PROFILE

DIRIGO ENGINEERING
 2 DIRIGO DRIVE FAIRFIELD, ME 04937
 DRAWING 4 OF 7
 FILE: 03 Sweetser Road West File | DATE: 11/19/21 # 53501



TYPICAL ROAD SECTION
NOT TO SCALE

FOR PERMITTING PURPOSES ONLY
- NOT FOR CONSTRUCTION -

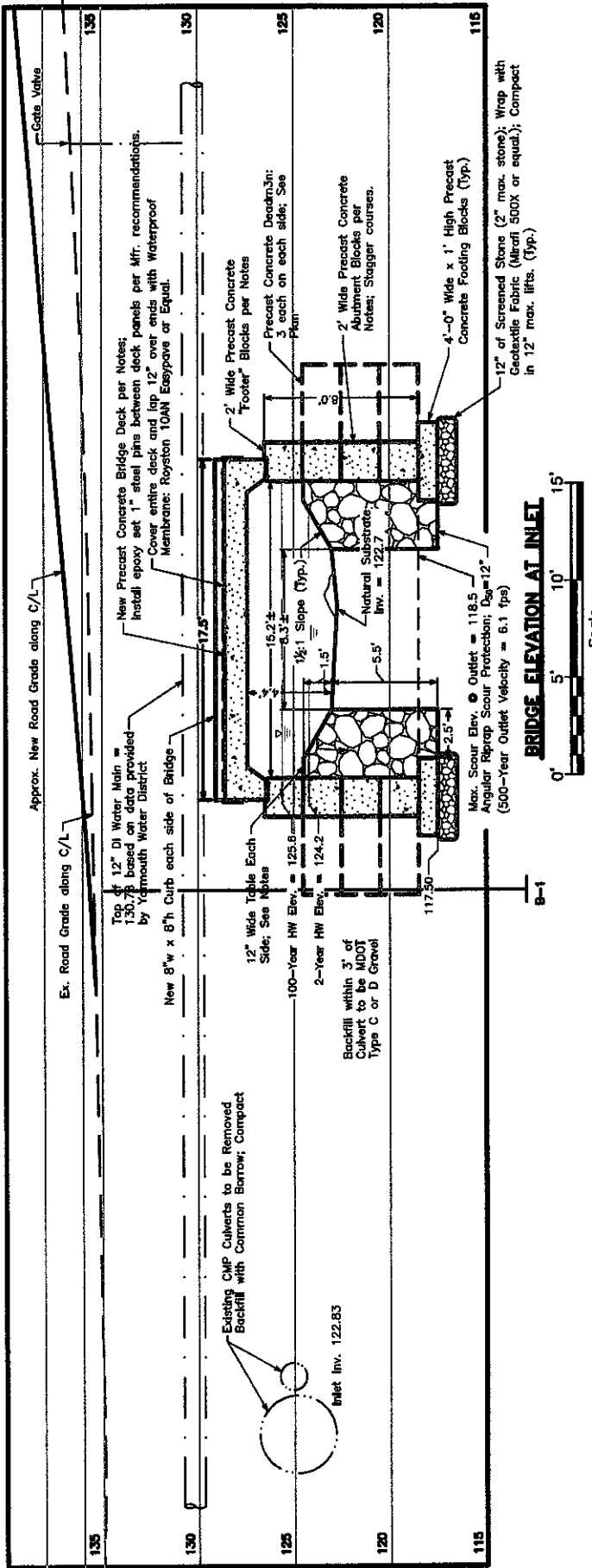
TOWN OF NORTH YARMOUTH, MAINE
SWEETSER ROAD
CULVERT REPLACEMENT PROJECT

SECTION A & TYP. ROAD SECTION

DIRIGO ENGINEERING
2 DIRIGO DRIVE FAIRFIELD, ME 04937

DRAWING 5 OF 7

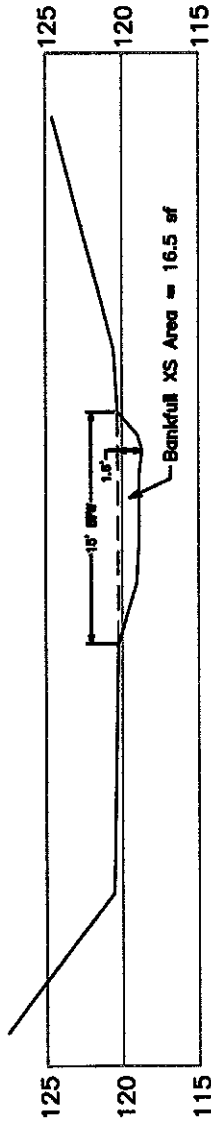
FILE: 0 Sweetser Road Final Rev DATE: 11/19/21 #53501



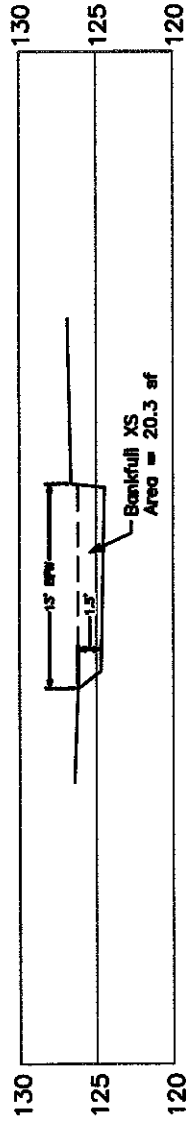
FOR PERMITTING PURPOSES ONLY
- NOT FOR CONSTRUCTION -

TOWN OF NORTH YARMOUTH, MAINE
SWEETSER ROAD
CULVERT REPLACEMENT PROJECT
INLET ELEVATION

DRAWING
DIRIGO ENGINEERING
2 DIRIGO DRIVE FAIRFIELD, ME 04937
FILE: 01 Seabed Prod Prod File DATE: 11/19/21 # 53501



SECTION DS2



SECTION U3

REFERENCE REACH CROSS SECTIONS

FOR PERMITTING PURPOSES ONLY
- NOT FOR CONSTRUCTION -

TOWN OF NORTH YARMOUTH, MAINE
SWEETSER ROAD
CULVERT REPLACEMENT PROJECT

STREAM CROSS SECTIONS

DIRIGO ENGINEERING
2 DIRIGO DRIVE FAIRFIELD, ME 04937

DRAWING
7 of 7

FILE: 01_Sweetser Road Repl.dwg DATE: 11/19/21 # 53501



**US Army Corps
of Engineers®**
New England District

(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

Corps of Engineers Permit No: NAE-2022-02894

Name of Permittee: Clark Baston, Town of North Yarmouth

Permit Issuance Date: January 20, 2023

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

 * MAIL TO: U.S. Army Corps of Engineers, New England District *
 * Policy & Technical Support Branch *
 * Regulatory Division *
 * 696 Virginia Road *
 * Concord, Massachusetts 01742-2751 *

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number



J Pratt Construction, Inc.

769 Paris Road, Hebron, Maine 04238

Tel# 207-345-9060 / Fax#207-345-9070



J Pratt Construction is registered with the State of Maine to do business.
We have done several culvert jobs including the following:

MDOT Waterford Culvert – Completed 9/21
Soper Rd, Auburn Culvert – Completed 8/21
West St, Freeport Culvert – Completed 9/20

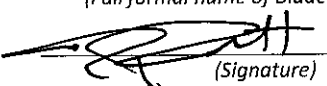
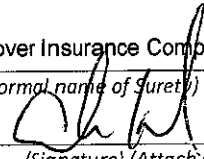
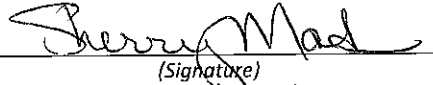
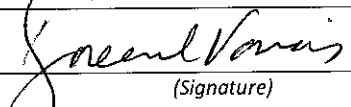
List of Subcontractors

- Main Line Fence -

List of Suppliers

- Dinigo Precast -
- Scott Dugas Excavation -

BID BOND (PENAL SUM FORM)

Bidder Name: J Pratt Construction, Inc. Address <i>(principal place of business)</i> : 769 Paris Road Hebron, Maine 04238	Surety Name: The Hanover Insurance Company Address <i>(principal place of business)</i> : 440 Lincoln Street Worcester, MA 01653
Owner Name: Town of North Yarmouth Address <i>(principal place of business)</i> : 10 Village Square North Yarmouth, Maine 04097	Bid Project <i>(name and location)</i> : Sweetser Road Stream Crossing Project North Yarmouth, Maine Bid Due Date: January 24, 2023
Bond Penal Sum: Five Percent of the Bid Amount (5%) Date of Bond: January 24, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder J Pratt Construction, Inc.	Surety The Hanover Insurance Company
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By:  _____ <i>(Signature)</i>	By:  _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: Josh Pratt _____ <i>(Printed or typed)</i>	Name: Andrew Howard _____ <i>(Printed or typed)</i>
Title: President _____	Title: Attorney-in-Fact _____
Attest:  _____ <i>(Signature)</i>	Attest:  _____ <i>(Signature)</i>
Name: Sherry Madore _____ <i>(Printed or typed)</i>	Name: Doreen Vorias _____ <i>(Printed or typed)</i>
Title: Office Manager _____	Title: Surety Associate _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Michael Hennessey, Blake Fryer, Timothy W. Varney, Candy Reinhard, Michael Varney, Andrew Howard,
Daryle Williams, Samantha Patoine, Shawna Lancaster and/or Doreen Vorias**

Of **Varney Agency of Bangor, ME** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Seventy-Five Million and No/100 (\$75,000,000) in any single instance

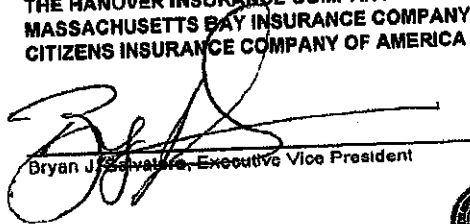
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 25th day of **October, 2022**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Sabatino, Executive Vice President

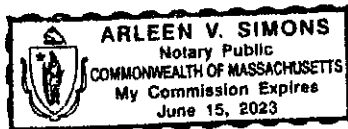
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

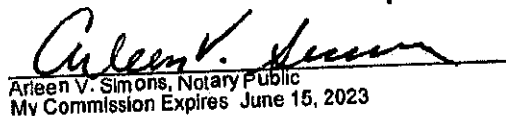

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

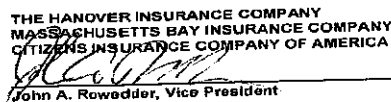
On this 25th day of **October, 2022** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of January 2023.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

CERTIFIED COPY

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of North Yarmouth, 10 Village Square, North Yarmouth, ME 04097.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. Lump Sum Prices:

Item No.	Description	Bid Amount
1	Crossing Complete	\$ 471,945.00
2	Add Alternate 1: Raise Road	\$ 9,730.00
3	Add Alternate 2: Guard Rail	\$ 5,340.00
Total of All Lump Sum Bid Items		\$ 487,015.00

ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED

ARTICLE 5—PRICE PLUS TIME BID DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work will be substantially complete on or before ~~[Bidder inserts date]~~, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ~~[Bidder inserts date]~~.

Deleted

6.03 Bidder agrees that the Work will be substantially complete within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run.

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	January 17, 2023
2	January 20, 2023

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Storey Brothers, Inc

(typed or printed name of organization)

By:

Robert Storey

(individual's signature)

Name:

Robert Storey

(typed or printed)

Title:

General Manager

(typed or printed)

Date:

January 24, 2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Jill Storey

(individual's signature)

Name:

Jill Storey

(typed or printed)

Title:

Bookkeeper

(typed or printed)

Date:

January 24, 2023

(typed or printed)

Address for giving notices:

215 Middle Rd.

Cumberland, ME 04021

Bidder's Contact:

Name:

Robert Storey

(typed or printed)

Title:

General Manager

(typed or printed)

Phone:

(207) 829-4282

Email:

robsta@maine-rr.com

Address:

Storey Brothers, Inc.

215 Middle Rd.

Cumberland, ME 04021

Bidder's Contractor License No.: (if applicable)

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DANIEL E. CHURCH, MICHAEL P. O'BRIEN, MATTHEW R. BLAISDELL, RYAN M. STEVENS, PAULA J. CANTARA, CHRISTINE M. HOSMER, GARY P. LAPIERRE, MARK J. STEVENS, JOINTLY OR SEVERALLY

of CONCORD and State of NH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of APRIL A.D., 2020 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 27th day of APRIL A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of January A.D., 2023 .

Handwritten date: January



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

**ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(See attached Exhibit A)

(date)

The above is a true copy of the records of the Storey Brothers, Inc.

which records are in my legal custody.

Robert E. Stevens

Robert E. Stevens, Clerk

Officer having custody of the records

Cumberland ss

Before me appeared, Robert E. Stevens, Clerk

of the Storey Brothers, Inc. and
made

oath that the above statement is true.

Melodie C. Hopkins

Melodie C. Hopkins, Notary Public

Notary Public - Signature and Seal

*My Commission
Expires: 1/17/2023*

EXHIBIT A

That any one of the following: Donn R. Storey, Jr., James M. Storey, or Timothy J. Storey is authorized to enter into bids on behalf of the Corporation, and further to execute any documents in connection with such bid as he deems necessary or desirable to effect such transaction.



**TOWN OF NORTH YARMOUTH
PLANNING BOARD**

SITE PLAN REVIEW AND CONDITIONAL USE APPLICATION
(See Section 4 pages 23 through 36 of the North Yarmouth Land Use Ordinance)

NAME OF APPLICANT: _____ PHONE #: _____

EMAIL: _____ ALT. PHONE#: _____

FULL ADDRESS: _____

PROPERTY ADDRESS: _____

MAP: _____ LOT: _____

AGENT/REPRESENTATIVE (if other): _____ PHONE #: _____

EMAIL: _____

FULL ADDRESS: _____

1. Names and Addresses of ALL property owners within 500' of any and all property boundaries **(use a separate sheet). Please contact the code office for an updated list)**

2. Plan preparer information if other than property owner:

Name: _____

Address: _____

Phone Number: _____ Professional Lic. # _____

Email: _____

3. Zoning Classification of the Property

- | | | |
|--------------------------------------|---------------------------|---------------------------|
| _____ Village Center | _____ Village Residential | _____ Farm and Forest |
| _____ Shoreland Residential | _____ Resource Protection | _____ Royal River Overlay |
| _____ Groundwater Protection Overlay | | |

4. Provide a General Description of the proposed use or activity, including but not limited to the type of use, square footage involved, hours of operation, types and amount of traffic to be generated **(use separate sheet).**

5. Historic Structures: Are there any historic structures or areas of historical importance on the property? _____ YES _____ NO

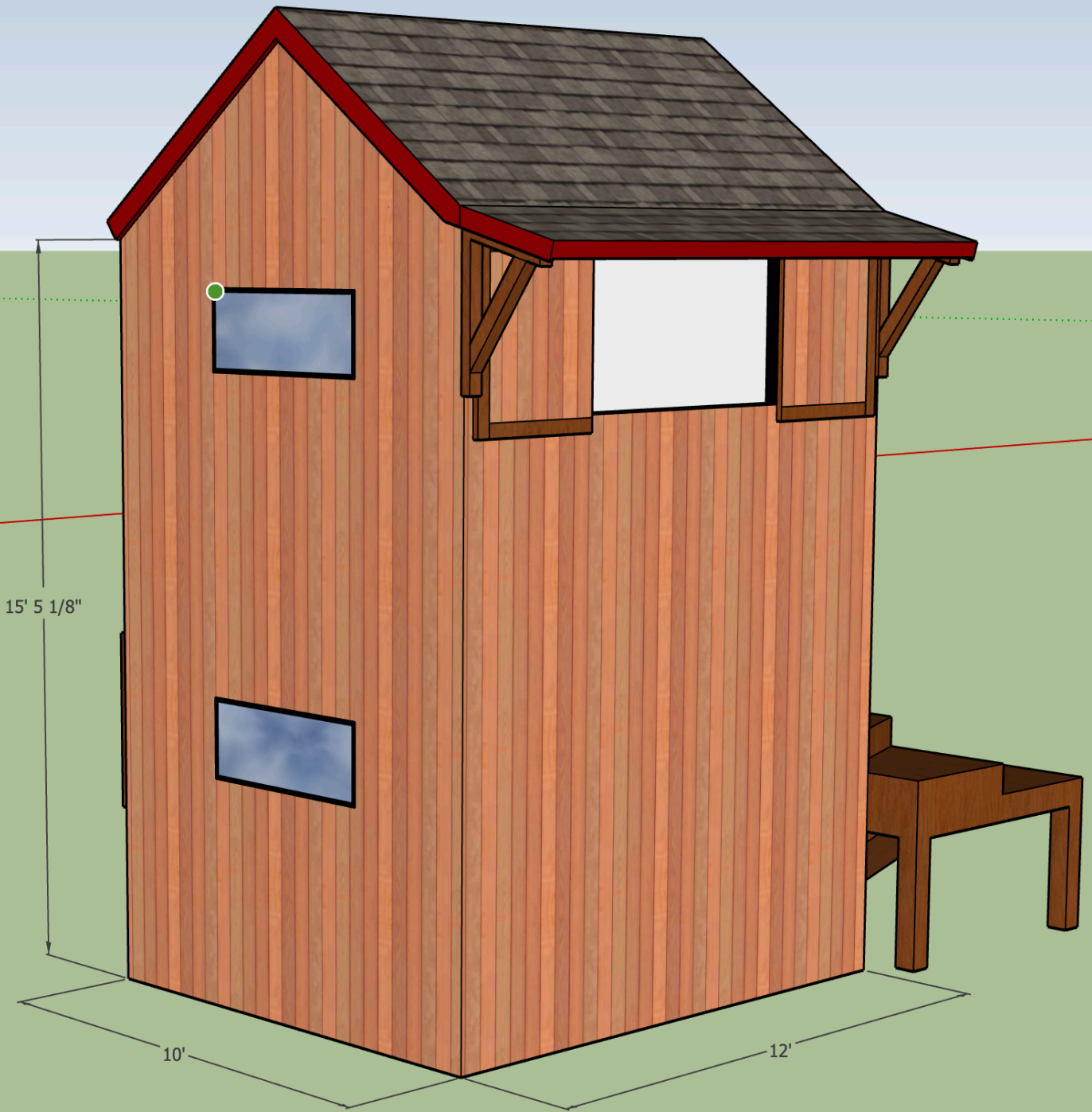
6. Complete List of all chemicals, pesticides, fuels, nutrients and other potentially toxic or hazardous materials to be used or stored on the premises, and the quantities of these materials **(use a separate sheet).**

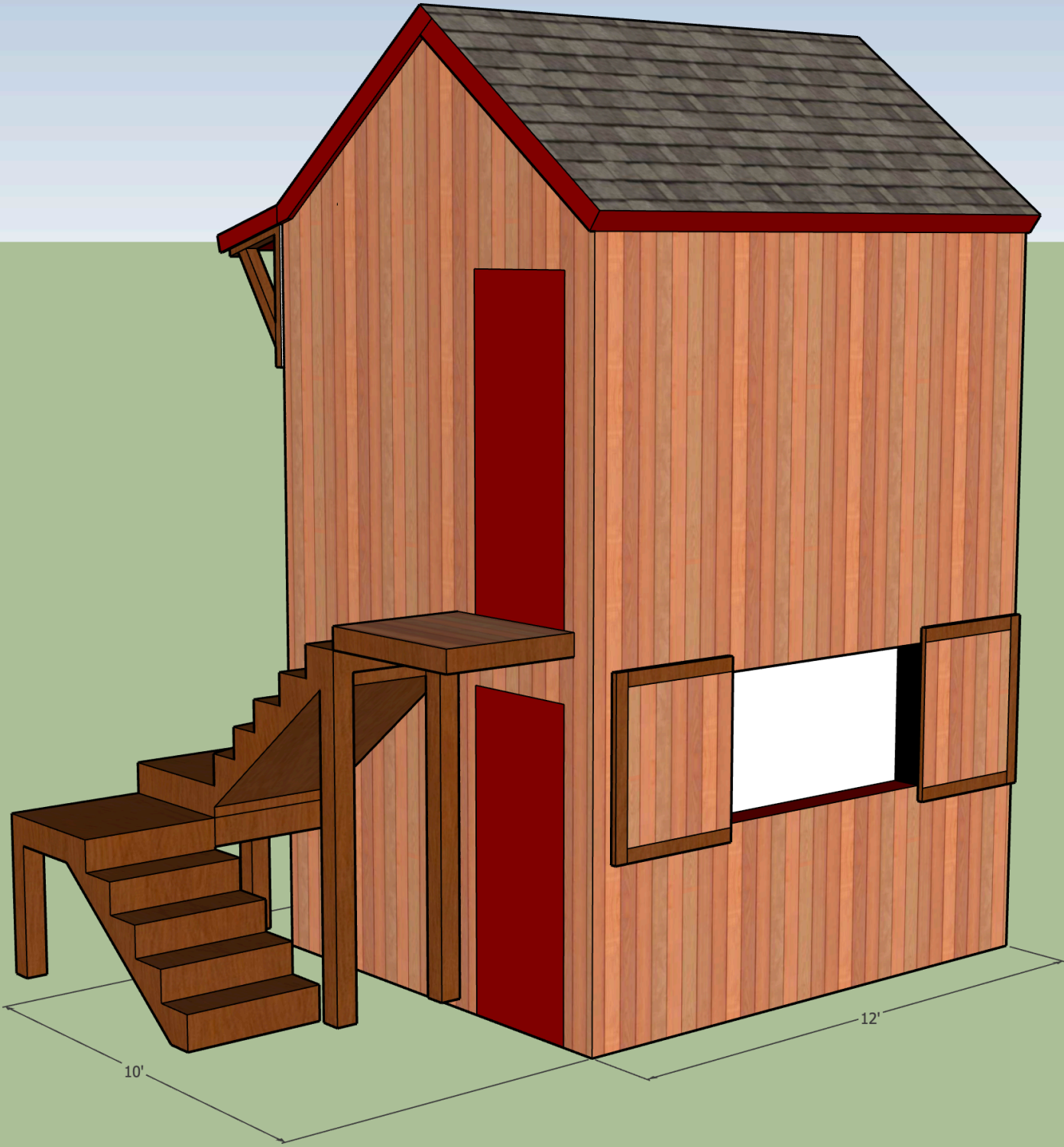
7. List of Equipment to be used, parked or stored **(use a separate sheet).**

8. To the best of my knowledge, all the above-stated information, and all prepared submissions in this application are correct.

Signature of Applicant/Owner

Date



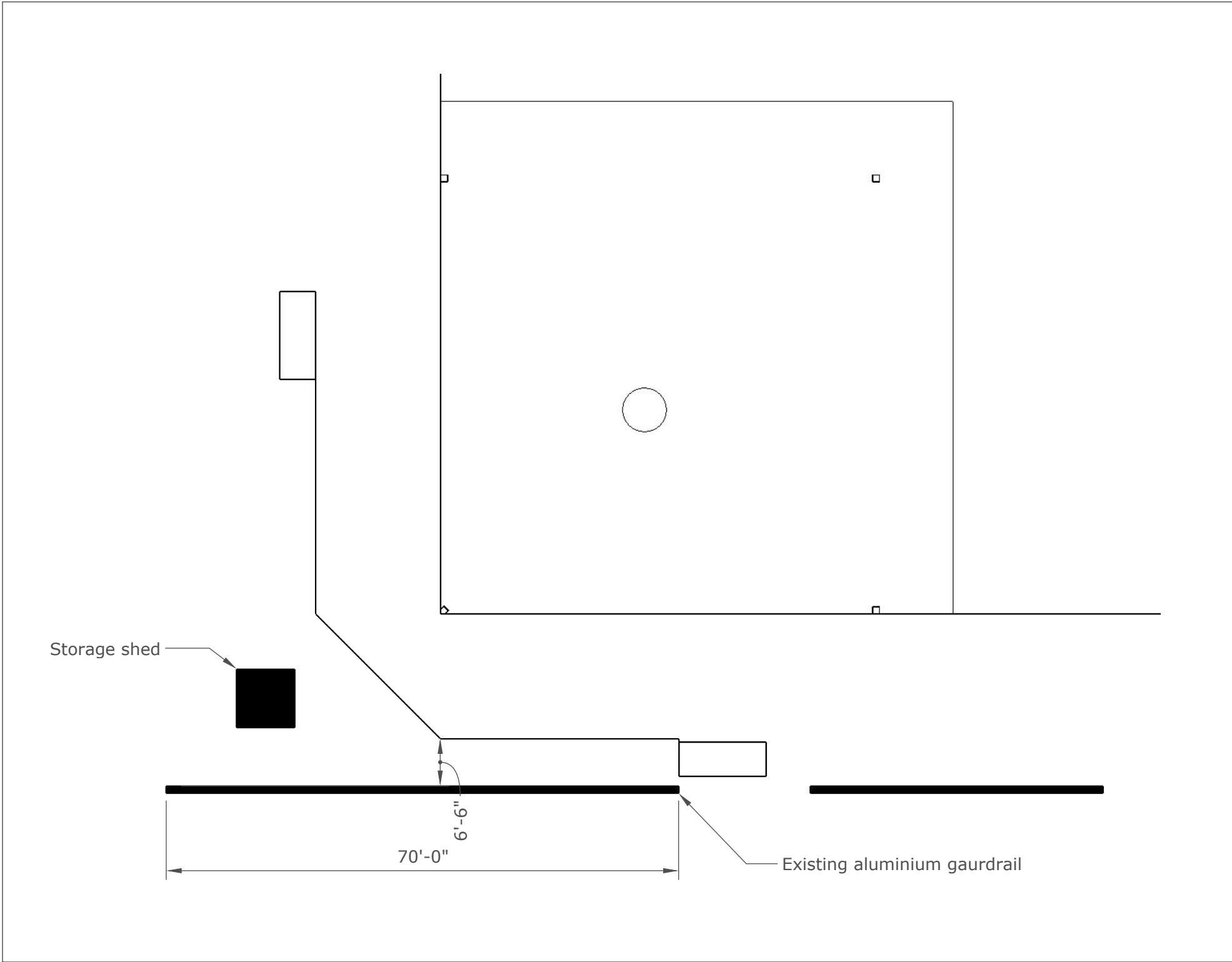




<ProjectTitle> ::

December 28, 2022 ::

Project Location ::

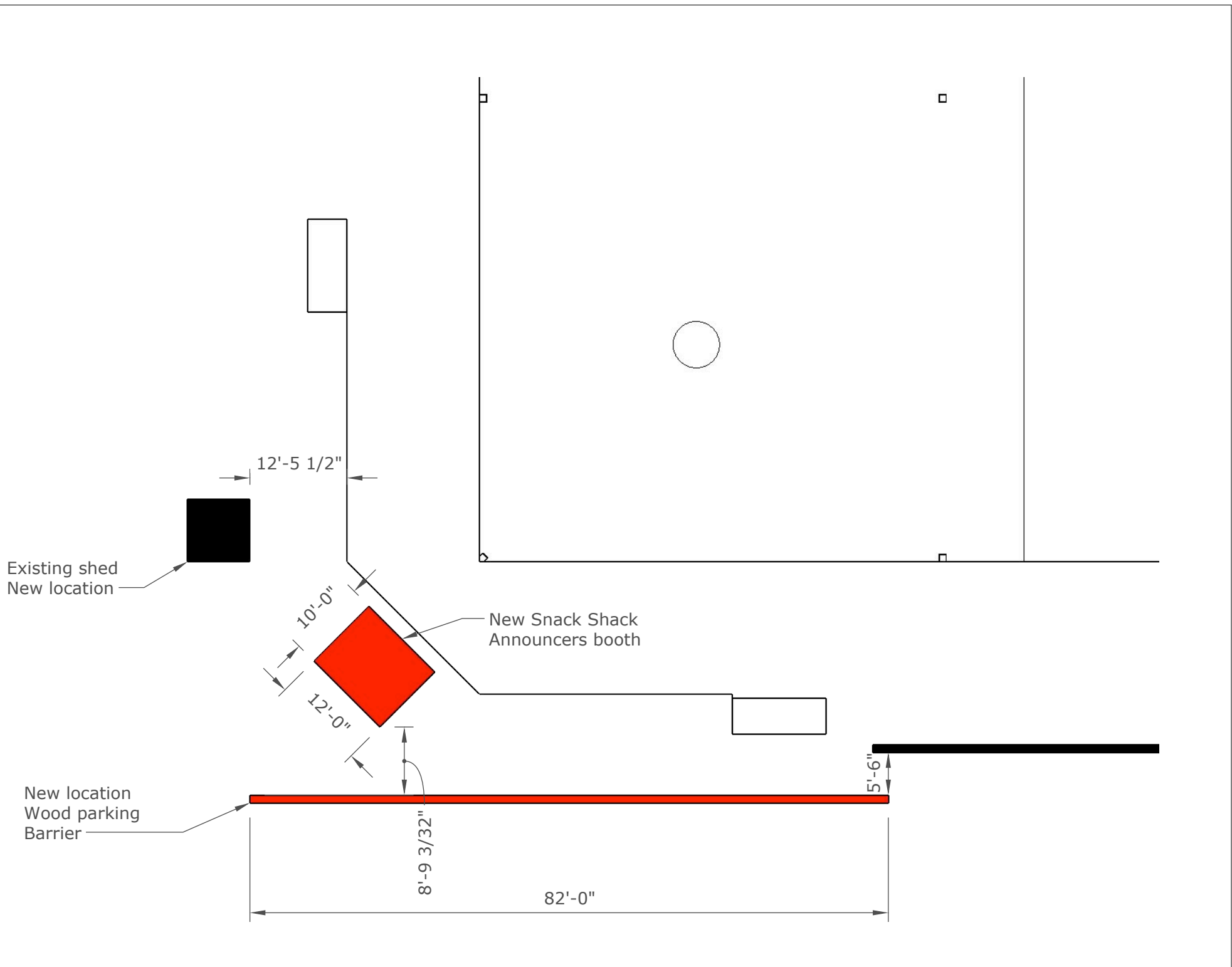


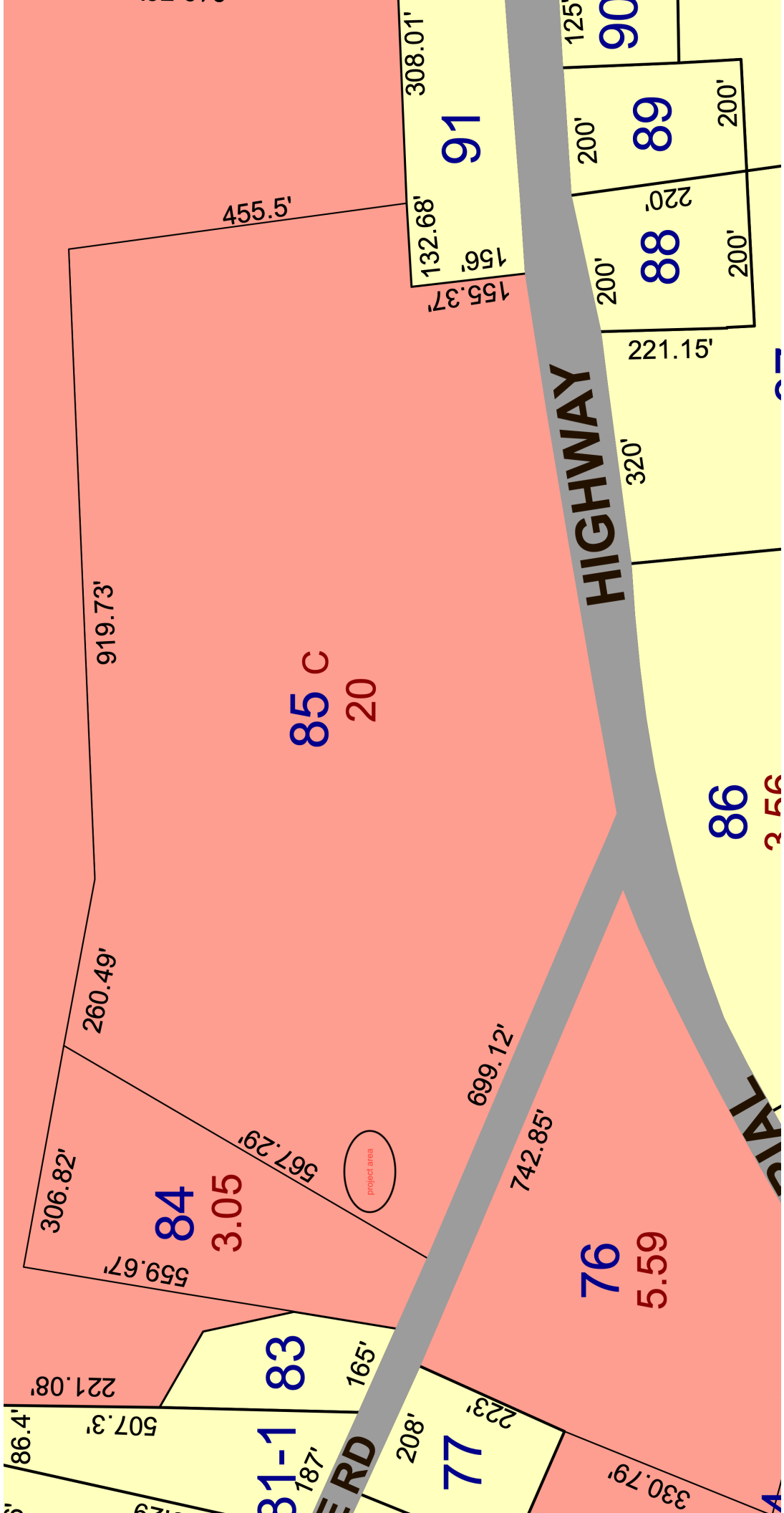


<ProjectTitle> ::

December 28, 2022 ::

Project Location ::





Cumberland / North Yarmouth Little League proposal to make Improvements to the softball field located at the North Yarmouth Community Center.

The Cumberland/North Yarmouth little league seeks approval from the Select Board of North Yarmouth, to apply for a building permit for the following improvements to the Softball field.

- The relocation of the existing storage shed as noted on sketch plan
- Underground utilities to include power and water to be run from Parsonage Rd. to the location of the proposed new building.
- Removal and relocation of existing parking barriers as noted on the sketch plan. New barrier will be constructed of timber and will not pose any hazards to the community.
- Construction of new Snack shack/Announcers booth as noted on sketch plan
- Underground power feed from Snack Shack to new scoreboard, exact location TBD

All expenses for the work outlined will be the sole responsibility of Cumberland North Yarmouth Little League, its donors, and those willing to help this volunteer based non-profit organization create a better recreation product for its community.

Additionally, Cumberland/North Yarmouth Little League will hold the Central Maine Power account and be the responsible party for all debts to CMP. C.N.Y.L.L. will also be the account holder for any municipal water service.

I have corresponded with Clark Baston, the improvements to the Softball field CNYLL would like to accomplish and he has indicated no problems at all. It has also been brought to my attention that a municipal permit will be required to cross Parsonage Rd. with water service, as it is located on the opposite side of the road from the parking lot entrance.

Lead C.N.Y.L.L. board members for this project

Chris Byrne - 653-9521

Josh Wetmore - 504-1739

Molly Costable - 409-6477