

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, August 1, 2023  
Regular Business Meeting  
6:00 PM**

**Wescustogo Hall & North Yarmouth Community Center**

**Select Board Members**

Amy Haile, Chair  
Karl Cyr, Board Member

Andrea Berry, Vice Chair  
Paul Hodgetts, Board Member

Katherine Maloney, Board Member

**1. Call to Order**

- A. Pledge of Allegiance
- B. Conduct Complaint-Planning Board Member

**2. Appointments**

- A. Planning Board-Regular Member
- B. Flag Committee-Resignation-Candace Loring
- C. Prince Memorial Library-Resignation-Barbara Hauke

**3. Special Presentations**

**4. Announcements**

**5. New Business**

- A. Recycling Partnership Grant Acceptance
- B. MMA Voting Ballot-Election of Vice President & Executive Committee Members
- C. GA Administrator Contract-Cumberland County
- D. LUO-Section 11.11-Advanced Wastewater Systems (New)
- E. LD 2003 Housing Mandate-LUO Amendments

**6. Old Business**

**7. Consent Agenda**

- A. Payroll Warrants
- B. Municipal Accounts Payable Warrants

**8. Public Comment – Non-Agenda Items**

**9. Management Reports & Communications**

- A. Town Manager's Report

**10. Any Other Business**

**11. 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*

August 1, 2023

### **5. *New Business***

#### **A. Recycling Partnership Grant**

The Recycling Partnership has awarded the Town a grant in an amount not to exceed EIGHT THOUSAND DOLLARS (\$8,000) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing the Grantee's residential curbside recycling program ("Cash Grants"). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in Section f, Project Budget and Grant Funding, of Attachment B.

#### **Suggested Motion**

**To accept grants funds not to exceed \$8,000 and authorize the Town Manager to execute the grant documents.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

#### **B. MMA Voting Ballot-Election of Vice President & Executive Committee Members**

Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee.

In the packet is the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee. A brief biographical sketch on each nominee listed on the MMA Voting ballot is enclosed for your reference.

#### **Suggested Motion**

**To vote in favor of the slate of officers as presented.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

# Town of North Yarmouth Select Board Business

## *Summary of Recommended Motions & Other Action Items*

### C. GA Administrator Contract-Cumberland County

Beginning on July 1, 2023, Opportunity Alliance no longer provides General Assistance Administration services for municipalities.

Cumberland County was asked to provide this service to member communities within Cumberland County. Due to such a large number of interested municipalities, the County will be hiring a GA Administrator to provide GA Administrative Services.

The FY 24 budget includes \$3,300 for this service. The County is proposing \$3,380 for this service.

### **Suggested Motion**

**Approve and enter into a contract with Cumberland County for GA Administrative Services and authorize the Town Manager to sign the contract.**

**Motion** \_\_\_\_\_, **Second** \_\_\_\_\_ **Vote** \_\_\_\_\_

### D. LUO-Section 11.11-Advanced Wastewater Systems (New)

The Planning Board has been working over the past year on changes to improve the North Yarmouth Land Use Ordinance (LUO). They have specifically taken on the task of improving the LUO with respect to solar energy systems (SES) as well as strengthening the safety of North Yarmouth's public water supply. The Planning Board as well as the Yarmouth Water District and their attorney, has discussed, reviewed and finalized the attached recommended change to the LUO. At the last business meeting, the Planning Board voted unanimously to forward this recommended change to the Select Board.

In the packet is the proposed recommended change to the LUO, new section 11.11. The second page of the document is supporting information on the development of this amendment. The Planning Board feels this change is an important one for all stakeholders and will give the town CEO the required authority to help protect our aquifer. The Planning Board is requesting the Select Board take up this change to finalize it as a warrant for the next special or regular town meeting vote. The Planning Board is prepared to provide any additional information you may require, answer any questions, and to hold the required public hearing at the appropriate time.

# Town of North Yarmouth Select Board Business

## *Summary of Recommended Motions & Other Action Items*

### **Suggested Motion**

**Authorize the Town Manager to send the proposed LUO, new section 11.11 to the Town Planner and Town Attorney for review.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

### **E. LD 2003 Housing Mandate-LUO Amendments**

The Senate and House enacted LD 1706, An Act to Clarify Statewide Laws Regarding Affordable Housing and Accessor Dwelling Units. The amended version of the bill provides municipalities with town council form of government with six extra months, until January 1, 2024, and town meeting communities until July 1, 2024, to come into compliance with P.L. 2021, Ch. 672 (LD 2003). The expanded and mandated activity still requires the state to fund the new burden including any costs related to holding a special town meeting to adopt ordinances before the new deadline.

The Department of Economic and Community Development has released information municipal officials need to secure funding for the LD 2003 housing mandate enacted by the Legislature in 2022 as PL 2021, c.

Reimbursement will be provided as a one-time payment, and limited to \$10,000 for municipalities with designated growth areas or a public or special district water or sewer system. For communities that have **neither** a designated growth zone nor a public or special district water or sewer system, reimbursement is limited to \$5,000.

### **Suggested Motion**

**Authorize municipal staff to work with GPCOG on necessary amendments to North Yarmouth's LUO as required by law.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

# Town of North Yarmouth Select Board Business

## *Summary of Recommended Motions & Other Action Items*

### **7. Consent Agenda**

A. Payroll Warrants

#5 \$ 44,105.24

B. Municipal Accounts Payable Warrants

#6 \$ 8,281.84

#7 \$1,075,766.82

**To approve the consent agenda as presented.**

**Motion** \_\_\_\_\_, **Second** \_\_\_\_\_ **Vote** \_\_\_\_\_

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and the Town of North Yarmouth, Maine (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on July 31, 2025 unless the Parties agree to amend this Grant Agreement as provided in Paragraph 8.
- 3. Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed EIGHT THOUSAND DOLLARS (\$8,000) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing the Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in Section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, measurement activities, and recycling education and outreach including graphic design customization. The amounts set forth below represent The

Partnership’s intended distribution of in-kind resources to the Grantee.

| Description of In-Kind Resources from The Recycling Partnership                            | Projected Value |
|--|-----------------|
| Access to Recycling Partnership educational campaign materials                             | Up to \$100,000 |
| Dedicated technical assistance and outreach campaign design support from Partnership staff | Up to \$25,000  |
| Total projected value of in-kind assistance and support                                    | Up to \$125,000 |

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including reviewing and approving Partnership-designed educational materials, developing and implementing an education program that includes the use of Grantee’s website, digital content, and supported events, producing and distributing educational materials with the delivery of new recycling carts, conducting recycling program operations, supporting research and program analysis through the provision data and assistance with Partnership funded measurement activities, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Unless otherwise determined by The Partnership in its sole and absolute discretion, the total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report (“Final Report”) as defined in Section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

**6. Invoices:** As described in Section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by

reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of payment by the Grantee for each Allowable Expenditure submitted, which shall include copies of invoices for Allowable Expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 above.

**7. Grant Contacts:** Contacts for the purposes of this Grant Agreement are set forth below.

| <b>Primary Partnership Contact:</b>  | <b>Secondary Partnership Contact</b>  | <b>Grantee Project Manager:</b>  |
|--|---|--|
| Rob Taylor, Vice President of Grants and Community Development<br>Telephone: (919) 777-3964<br>Email: rtaylor@recyclingpartnership.org | Craig Wittig, Vice President of Grant Implementation and Community Engagement<br>Telephone: (919) 830-0547<br>Email: cwittig@recyclingpartnership.org | Debbie Grover, Assistant Town Manager<br>Telephone: (207) 829-3705<br>Email: townclerk@northyarmouth.org |

**8. Amendments and Changes:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact as set out in Paragraph 7 hereof.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

**10. Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Select Board of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

**[The balance of this page is intentionally left blank.]**



The Parties have executed this Grant Agreement as of the Effective Date.

The Recycling Partnership, Inc.

By: \_\_\_\_\_

Name: Rob Taylor

Title: Vice President of Grants and Community Development

DATE: \_\_\_\_\_

Town of North Yarmouth, Maine

By: \_\_\_\_\_

Name: Diane Barnes

Title: Town Manager

DATE: \_\_\_\_\_

## Attachment A: Terms and Conditions

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 7 hereof.
- c. Recycled Paper:** The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.
- e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.
- f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.
- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement

unless approved in writing by a primary or secondary contact of The Partnership as set out in Paragraph 7 hereof.

**h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from a primary or secondary contact of The Partnership as set out in Paragraph 7 hereof.

**i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.

**j. Collection Frequency:** The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon recycling cart is required.
- Every other week collection: 93+ gallon recycling cart size is required.

The Grantee, at its discretion, may distribute recycling carts that are smaller than required above but such carts will not be eligible for grant funding.

**k. Cart Distribution:** The Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart to each eligible household.

**l. RFID (Radio Frequency Identification) Tags:** The Grantee must acquire and distribute recycling carts with embedded RFID tags.

**m. Recycled Content Requirement:** The Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid, and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

**n. Material Collection and Management of Recyclable Materials:** The Grantee shall provide The Partnership a listing of the materials currently accepted for recycling by the Grantee's program.

After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with the Materials Recovery Facility or Facilities processing its recyclables (“MRF” or “MRFs” accordingly), the Grantee’s contracted curbside recycling collection service provider (if applicable), and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee, the Grantee’s contracted curbside recycling collection service providers (if applicable) and/or the MRFs processing Grantee’s recyclable materials that are collected for recycling by the program benefitted by Cash Grants made pursuant of this Grant Agreement will be delivered to a reputable MRF for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee’s program will be managed responsibly.

**o. Educational Best Practices:** When working with Grantees that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/mailer informing them that recycling carts are coming; 2) information delivered with the recycling cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) a plan for the use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behaviors after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

**p. Publicity and Press Events:** The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after this Grant Agreement is fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee’s public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about the project. The Grantee agrees to cooperate with reasonable efforts by The Partnership during the Grant Period to publicize the grant, including, but

not limited to, designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

**q. Graphic Design Edits:** The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee unless otherwise agreed by the Parties.

**r. Logo Usage:** During the Grant Period, the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement, unless otherwise agreed by the Parties or prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third-party that uses campaign images, graphics, or logos of The Partnership and any of its funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any of its funders and associated use of the "Funded in part by" phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

**s. Compliance with Patent, Trademark and Copyright Laws:** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent,

trademark, or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify, and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark, or copyright protected by law.

**t. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement or any document related thereto solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**u. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations Section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then the Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program ("MMP") system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data

and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.

- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee's cart manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in Section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. **Reimbursement:** As set out in Paragraph 5 of this Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant-related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in Section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in Section u, Reporting and Additional Post-Award Requirements.

**[The balance of this page is intentionally left blank.]**

## Attachment B: Work Plan

**a. Background:** The Grantee currently operates a single-stream curbside recycling program using resident provided containers, including both bins and bags, with weekly collections conducted by a Grantee-contracted recycling services provider. This program provides curbside recycling services to approximately 1,600 residential households within the Grantee's jurisdiction. Materials collected by this program are currently delivered to the EcoMaine MRF in Portland, Maine. Grantee staff estimate that the curbside recycling program collects approximately 410 tons of recyclables during a recent twelve-month period.

In an effort to modernize its recycling program, the Grantee intends to implement a cart-based, single-stream curbside recycling collection system to serve the eligible households in its jurisdiction. Curbside recycling will be collected weekly by a Grantee-contracted recycling services provider. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in the spring of 2024.

**b. Project Description:** With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all eligible households within its jurisdiction to implement carted curbside recycling service that will be automatically available. The Grantee will distribute 64+-gallon recycling carts with the goal being to provide each curbside recycling household with one (1) recycling cart and to broadly adopt a uniformly sized recycling cart as the standard while accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction wide education and outreach campaign to support its curbside recycling program.

**c. Measurement Plan:** The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households that have been issued a recycling cart. As possible, Grantee will work with its recycling service provider to measure the curbside recycling set out rate for each of the recycling routes serving its jurisdiction, and as this data is available Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. Required reports transmitting the number of households receiving curbside recycling services, monthly tonnage data and other project elements will be provided to The Partnership as outlined in Section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's recycling service provider and MRF operators to evaluate



contamination and capture rates of recovered materials and this data will be shared with The Partnership when and if it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with Grantee, and Grantee will have access to results of this measurement work.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee’s curbside recycling program utilizing the approach outlined in Section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be related to how to prepare materials for recycling collection and ensuring residents know their recycling collection schedule and service day. The educational effort will target all curbside recycling households in the Grantee’s service jurisdiction and will at a minimum utilize the following supporting tools:

- Direct to resident “Carts are Coming” informational mailers for all curbside households;
- A packet of information about recycling to be delivered with the cart to all residents that receive a recycling cart; and
- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.

In addition, and as agreed by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

**e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

- August / September 2023 – Initiate planning for education and outreach campaign and support the

implementation planning of cart-based curbside recycling.

- April 2023 – Begin public-facing education and outreach efforts to support the launch of cart-based curbside recycling.
- May 2023 – Launch and complete distribution of recycling carts and information packets to all curbside eligible households.
- May 2023 – Implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in Section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

**f. Project Budget and Grant Funding:** This Grant Agreement provides grant funding of no more than \$5.00 per qualifying curbside recycling cart. Qualifying recycling carts meet the conditions defined in Sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee’s staff and documents provided pursuant to Paragraph 6 of this Grant Agreement. Cash Grants paid for recycling carts will be based on the number of recycling carts distributed to participating households, will be limited to paying for one (1) cart per participating household, and shall not exceed the amount specified in the table below. The Grantee may, at its discretion, provide households with more than one (1) recycling cart, but in such instances Cash Grants shall only be available for one (1) cart per household. The budget for Cash Grants as illustrated below assumes the provision of recycling carts and supportive education and outreach to 1,600 households by the Grantee.

The amounts set forth in the table below represent The Partnership’s intended distribution of Cash Grants to the Grantee:

| Grant Element   | Description  | Grant Amount |
|-----------------|--|--------------|
| Recycling Carts | Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all eligible households for automatic weekly curbside recycling collection. | \$8,000      |
| Total           |  | \$8,000      |

All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the Grantee. It is understood by the Parties that Cash Grants for recycling carts may be combined with local funding as well as grant funding from other sources to purchase and distribute

recycling carts. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in Section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.



# MAINE MUNICIPAL ASSOCIATION SINCE 1936

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

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

FROM: Catherine Conlow, MMA Executive Director

DATE: July 7, 2023

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

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

---

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

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

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

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

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

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

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

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

**Election of MMA Vice President and Executive Committee Members**  
*Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 18, 2023*

**VICE-PRESIDENT - 1 YEAR TERM**

**Vote for One**

**Proposed by MMA Nominating Committee:**

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

**EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM**

**Vote for Three**

**Proposed by MMA Nominating Committee:**

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

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

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

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

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

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

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

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

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

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

**Position:** \_\_\_\_\_

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

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

**Print Names:**

**Signatures:**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

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

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

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

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

**Professional & Municipal Experience:**

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

**Other Experience, Committees and Affiliations:**

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

**Education:**

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

**Awards and Certifications:**

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

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

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

### **Education:**

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

### **Awards and Certifications:**

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

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

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

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

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

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

### **Education:**

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

### **Awards and Certifications:**

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

**CUMBERLAND COUNTY CONTRACT FOR  
GENERAL ASSISTANCE ADMINISTRATIVE SERVICES**

July 1, 2023 to June 30, 2026

**CONTRACT FOR GENERAL ASSISTANCE ADMINISTRATION SERVICES BY AND  
BETWEEN THE CUMBERLAND COUNTY COMMISSIONERS AND THE  
TOWN OF NORTH YARMOUTH**

This Contract, effective July 1, 2023 is made by and between the TOWN of North Yarmouth, a municipality of the State of Maine wholly located within the boundaries of Cumberland COUNTY, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide General Assistance Administration services within the town limits of North Yarmouth, Cumberland County, Maine.

**WITNESSETH:**

**WHEREAS**, the TOWN expects the maintenance of a high level of general assistance administration services in conjunction and harmony with its fiscal policies of sound, financial management;

**WHEREAS**, the TOWN also expects that the general assistance administration services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

**WHEREAS**, the COUNTY has agreed to provide the TOWN a high level of professional general assistance administration services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

**WHEREAS**, the TOWN is desirous of obtaining its general assistance administration services through a contractual relationship with the COUNTY; and

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

**Social Service Coordinator** shall mean an individual who is employed by the COUNTY to perform the administration of general assistance duties outlined in Article 2 of this contract



and designated by the municipal officials of said TOWN as their GA Administrator per State law and/or Charter.

**Suitable Office Space** shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

**TOWN Office** shall mean the central office location of the TOWN.

**Electronic Database** shall mean a system developed to track General Assistance clients and benefits.

## **ARTICLE 2 – LEVELS OF SERVICE**

### **General Assistance Administration Services**

1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional general assistance administration services within and throughout the TOWN to the extent and in the manner herein described.
2. The COUNTY shall assign personnel to provide the level of administrative services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
  - A. The COUNTY will be designated to administer the TOWN's General Assistance Program.
  - B. The Social Service Coordinator will be supervised bi-weekly by the County Manager to assure the General Assistance Program is administered in compliance with the TOWN's General Assistance Ordinance, rules and regulations.
  - C. The Social Service Coordinator will file all appropriate reports with the state and TOWN officials who have ultimate authority over responsibility for the administration of the program.
  - D. Quarterly reviews of the Social Service Coordinator's performance will be conducted between the TOWN and COUNTY.
  - E. TOWNs may opt in-office or remote casework from Social Service Coordinator. The TOWN shall inform the COUNTY of the number of set hours per week the TOWN would like designated office hours.
  - F. Initially, the TOWN and the COUNTY will have cross-trained staff to back up the Social Service Coordinator during times of sickness or vacation.

- G. First response for emergency after hour and weekend assistance will be provided as follows: clients will be notified to call the emergency on-call number \_\_\_\_\_. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appoint with the town Social Service Coordinator. The TOWN will be billed for the provision of the afterhours assistance in the amount of \$65.00 per hour prorated by fifteen-minute increments.
- H. If the TOWN or COUNTY needs to increase or decrease the contracted hours, the contract may be renegotiated.

### **ARTICLE 3 – OTHER RESPONSIBILITIES**

#### **Right of Control**

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

### **ARTICLE 4 – TOWN RESPONSIBILITIES**

#### **Office Space**

1. The TOWN has the option of designating office space within town offices or authorize the COUNTY to remotely administer the casework.
2. If the TOWN opts for on-site staffing of the General Assistance program, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
3. Future space planning shall be coordinated with the COUNTY and the TOWN.
4. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

### **TOWN's Ordinances**

The TOWN shall provide to the COUNTY access to the Town of North Yarmouth Code of Ordinances as adopted, with revisions, as enacted.

### **ARTICLE 5 – TERM**

1. This Contract shall remain in full force and effect commencing July 1, 2023 to June 30, 2026 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the COUNTY Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1<sup>st</sup> of its intent to terminate the contract at the conclusion of that contract year.

### **ARTICLE 6 – COSTS**

1. The total amount due for all General Assistance Administration services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services shall be based on the following three-year schedule:
  - A. The TOWN's contract will be based on a minimum of one hour per week. An annual fee of \$3,380.00. If services exceed the one hour per week, or services are required on weekends/after hours, those additional hours will be assessed at \$65.00 per hour. The TOWN may, upon written request to the COUNTY, increase hours of service based upon need. Billing will be sent out on a monthly basis, at a rate of \$65.00 per hour.
  - B. The TOWN will be responsible for mileage reimbursement for home visits if this is required in the administration of the Program. Mileage will be based on the IRS prevailing rate at the time.
  - C. Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December

1<sup>st</sup> of each year. If TOWN wishes to explore alternative General Assistance Administrative services, said TOWN shall notify the COUNTY no later than January 1<sup>st</sup> of its intent to terminate the contract at the conclusion of the current contract year.

- D. Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- E. The TOWN shall make an annual payment for minimum services as described in (A) above. Additional services rendered, shall be invoiced monthly to the TOWN.
- F. The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- G. The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a pro-rated shared basis across all member communities.

The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the General Assistance Administrator requires independent legal counsel or professional representation in the performance of any of the services provided. The costs associated with such legal counsel or professional representation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

#### **ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY**

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

#### **ARTICLE 9 – AUDIT OF RECORDS**

The Town Manager or his/her/they designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

## **ARTICLE 10 - STANDARD OF PERFORMANCE**

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of Administrator performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

## **ARTICLE 11 – INDEMNITY**

Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

## **ARTICLE 12 – TERMINATION**

This contract shall expire on June 30, 2026. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1<sup>st</sup>, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the County or the Town Manager.

In the event the Town Council establishes its own General Assistance Administrator; the COUNTY and the TOWN agree there will be no lapse in services. In the event of termination, the individual designated as General Assistance Administrator shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

### **ARTICLE 13 – TRANSITION**

In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing General Assistance Administrative services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

### **ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE**

The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she/they has full power and authority to make and execute this Contract pursuant to the power so vested in him/her/them under the Constitution and Laws of the State of Maine.

The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.

The Town Manager, as duly authorized by the Town Council, by his/her/they execution hereof, does represent to the County Manager that he/she/they has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

**ARTICLE 15 – ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF NORTH YARMOUTH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TOWN OF NORTH YARMOUTH

BY: \_\_\_\_\_

TOWN MANAGER

DATE: \_\_\_\_\_

### **Section 11.11.H Advanced Wastewater Disposal Systems (Where Required)**

A. Purpose and Applicability: The purpose of this section is to ensure required Advanced Wastewater Disposal Systems function as designed. Applicable to uses in LUO table 7.2 requiring the use of Advanced Wastewater Disposal systems.

B. Standards and Requirements:

1. Nitrogen removal

a. Advanced wastewater treatment systems shall employ a denitrification process and a nitrogen removal capacity that meets the standards of NSF 245.

2. Form HHE-300

a.. Owners of a dwelling unit constructed, expanded, enlarged, rebuilt, or replaced on or after the effective date of this amendment that is served by an advanced wastewater disposal system shall prepare, execute, and record in the Cumberland County Registry of Deeds a Pre-treatment Maintenance Agreement form (Form HHE-300, prepared by Maine Department of Health and Human Services, Maine Center for Disease Control and Prevention).

b. The owner shall provide a copy of the recorded HHE-300 with recording information to the CEO prior to receiving a certificate of occupancy for the dwelling unit.

c. Replacement of an advanced wastewater treatment system shall require the owners of the dwelling unit to complete and record a new Form HHE-300, and to submit a copy of the recorded Form and a copy of new and replacement or extension maintenance agreements as provided above to the CEO within 14 days from the date of installation of the replacement advanced wastewater treatment system.

3. Maintenance Agreement

a. Systems will be required to operate within manufacturer specifications.

b. Owners of a dwelling unit constructed, expanded, enlarged, rebuilt, or replaced on or after the effective date of this amendment that is served by an advanced wastewater treatment system also shall provide a copy of an executed maintenance agreement for maintenance and repair of the advanced wastewater treatment system in accordance with the requirements of that system's manufacturer to the CEO prior to receiving a certificate of occupancy for the dwelling unit and they shall enter into replacement or extension maintenance agreements for the duration of the lifetime of that advanced wastewater treatment system, copies of which shall be provide to the CEO.

c. Maintenance agreements shall specify the manufacturer's maintenance and repair requirements for the advanced wastewater treatment system, and shall require annual sampling and testing of the system's effluent, the results of which shall be provided to the CEO and to the Yarmouth Water District within 12 months of this ordinance being enacted and by the end of each calendar year following.

d. Effluent testing shall include, but not be limited to: Total Suspended Solids (TSS), Five Day Biological Oxygen Demand (BOD5), and total nitrogen concentration.

e. The heirs, successors, and assigns of an owner of a dwelling unit subject to this subsection 11.11. also shall be bound by this maintenance agreement requirement.

f. Failure or neglect of an owner subject to this subsection 11.11 or of its heirs, successors, and assigns to comply with the requirements of this subsection 11.11 shall be a violation of this ordinance.

g. The CEO and YWD shall coordinate to establish and maintain a database of systems in order to enforce this provision.



## Development notes for support of change to LUO

Language developed in consultation with:

- Alex Pugh, Sr Environmental Hydrogeologist, Subsurface Wastewater Unit, Drinking Water Program Maine CDC/ DHHS
- William Noble, Environmental Geology Unit, Maine DEP
- Matthew Page Maine Septic Solution (Maine Fujiclean USA distributor)
- Roberta Murphy, Septic Preservation Services (White Knight & Norweco Systems Distributor)
- Eric Gagnon, Superintendent, Yarmouth Water District
- Ben Scipione, North Yarmouth Codes Enforcement
- Brent Lawson, Subsurface Wastewater Division Maine CDC/DHHS
- James Katsiaficas, Municipal & Environmental Attorney
- Yarmouth Water District Board of Directors

Additional Suggestions:

- Administration of the ordinance
- Educate public
- Postcard to system owners: expectation that all systems perform within mfr specs
- Memorandum of understanding between YWD and CEO.
- Info is shared, CEO enforces ordinance
- Test range spelled out in O&M (see below)
- Spreadsheet of advanced wastewater systems falling under Table 7.2 footnote
- YWD has a spreadsheet these systems can be added to.
- Annual postcard reminder that testing is due by 9/1, no info by 12/31: violation notices sent
- CEO has ordinance violation template
- **Add to 7.2 footnote to refer see 11.11.B System Requirements**