

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, September 5, 2023
Regular Business Meeting
6:30 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

2. Appointments

A. EDSC-Appointments

1. Regular Member-Grace Rote

2. Alternate Member-Julia Cabral

B. Select Board Liaisons

1. Budget Committee

2. Shellfish Commission

3. Walnut Hill Parkway-SB Liaison

C. Planning Board Appointment Process

D. PML Board Appointment Process

3. Special Presentations

A. Sidewalk Planning Presentation

4. Announcements

5. New Business

A. Personal Property Tax Write-Off

B. Cart Purchase-Toter Bid

C. Banking RFP Bid Award

D. Fire Truck Financing Quote Award

E. EDSC Charge-Community Resilience Grant-Climate Action Plan

F. Fire Station Roof Repair Bid Award

G. Select Board Approval of 9/30/2023 Special Town Meeting Warrant

H. Advanced Wastewater Systems Ordinance-Next Steps Discussion

6. Old Business

A. Select Board Goals

B. LUO Audit-Next Steps

C. Legal Fees-Analysis

D. Senior Tax Program Update

7. Consent Agenda

A. Payroll Warrants

B. Municipal Accounts Payable Warrants

C. Select Board Minutes of August 15, 2023

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

September 5, 2023

2. *Appointments*

A. EDSC-Appointments

The Economic Development & Sustainability Committee (EDSC) currently has two vacancies with terms expiring 6/30/2025. After going through an interview process, the EDSC is recommending that the Select Board appoint Grace Rote to fill the regular member position, and Juia Cabral to the alternate position.

Suggested Motion

Appoint Grace Rote- as a regular member term expiring 6/30/2025.

Motion _____, Second _____ Vote _____

Suggested Motion

Appoint Julia Cabral- as an alternate member term expiring 6/30/2025.

Motion _____, Second _____ Vote _____

5. *New Business*

A. Personal Property Tax Write-Off

The 2023 personal property tax assessed to Reliv-Julie Waterman in the amount of \$3.62 plus \$.10 cents of accrued interest remains unpaid. We have unsuccessfully been able to locate this business and individual.

M.R.S. Title 36, Chapter 105 §760-A. Minor burdensome amounts allows the municipal officers to discharge collectors from any obligation to collect unpaid personal property taxes that the municipal officers determine are too small or too burdensome to collect economically and authorize the municipal treasure to remove those taxes from the municipal books.

Suggested Motion

Town of North Yarmouth

Select Board Business

Summary of Recommended Motions & Other Action Items

Authorize the Tax Collector to write-off personal property taxes assessed to Reliv-Julie Waterman in the amount of \$3.62 plus \$.10 cents in accrued interest.

Motion _____, Second _____ Vote _____

B. Cart Purchase-Toter Bid

Falmouth, Windham, and North Yarmouth participated in a regional bidding process for the purchase of universal rollout waste containers for a fully automated waste collection system. All three communities were in agreement that the Toter brand best fits our needs.

The quote below is a good faith estimate of carts needed to begin the automated service. The price may increase if estimates are below the actual household counts.

Note: Toter will hold pricing with full payment by November 30,2023. If resin increases more than \$.06 per pound or projects are delayed beyond April 2024, toter will reserve the right to adjust pricing.

Suggested Motion

Accept the Toter quote with an estimated amount of \$184,434.00 and authorize the Town Manager to sign the agreement.

Motion _____, Second _____ Vote _____

C. Banking RFP Bid Award

The Town of North Yarmouth solicited competitive proposals for banking services that include depository, cash management, and checking services for a period of six (6) years and may be extended with mutual agreement between the Town and the Banking institution.

The decision as to which bank institution is recommended was based on the completeness of the responses provided from this RFP. All aspects of the institution were considered including financial costs along with support services.

The Town evaluated the information provided, including the findings of reference checks conducted, and rated each firm by the following:

- Banking Fees
- Cash Management (security features, on-line banking platform, remote deposit, and positive pay)

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

- Deposit Rate
- Lending Services
- Government Banking Experience
- Other Services (credit cards, online payments, trust)
- Courier Service

Suggested Motion

Award the bid for banking services to Northeast Bank with a target date of October 1, 2023 to go live.

Motion _____, Second _____ Vote _____

D. Fire Truck Financing Quote Award

The Town Manager reached out to several banking institutions to obtain quotes to finance the purchase of a new Fire Truck. Pending voter approval, the amount to finance will be \$750,000 or \$570,00 if voters allow the use of \$180,000 in TIF funds towards the purchase of the truck.

Quotes were received from:

	<u>Amount</u>	<u>5-Yr</u>	<u>7-Yr</u>	<u>10-Yr</u>
The First National	\$750,000	5.53%	5.68%	5.78%
	\$570,000	5.53%	5.68%	5.78%
Androscoggin Bank	\$750,000	6.24%	6.26%	6.27%
	\$570,000	6.24%	6.26%	6.27%
Norway Savings	\$750,000	5.69%	5.69%	5.69%
	\$570,000	5.69%	5.69%	5.69%

Suggested Motion

Award the financing to The First National Bank for a term of 5 years if borrowing \$570,000 or \$750,000. Annual payments on \$570,000 =\$133,894.71 \$750,000 =\$176,177.24

Motion _____, Second _____ Vote _____

Town of North Yarmouth

Select Board Business

Summary of Recommended Motions & Other Action Items

E. EDSC Charge-Community Resilience Grant-Climate Action Plan

The Town was awarded up to \$50,000 in Community Resilience Grant funds to upgrade to LED lighting in Town Buildings, install a heat pump in the mechanical room at the Community Center, and to contract with GPCOG to create a Climate Action Plan and Vulnerability Assessment for North Yarmouth.

On August 25, 2022, prior to applying for Community Resilience Grant funds, the Town Manager and Kelly Rehberg, Sustainability Program Coordinator, GPCOG met with the EDSC to discuss the grant and Town obligations if the Town was successful in obtaining grant funds. During the meeting, the Town Manager stated that she would need assistance from EDSC to assist GPCOG in creating the Climate Action Plan and Vulnerability Assessment.

Suggested Motion

Charge the EDSC with working with GPCOG on a Climate Action Plan for North Yarmouth that will be funded through the Community Resilience Grant.

Motion _____, Second _____ Vote _____

F. Fire Station Roof Repair Bid Award

The Town solicited bids for the partial roof replacement of the North Yarmouth Fire and Rescue station. The work consists of replacing approximately 28 squares of standing seam metal roofing with a new PVC roof system.

The Town received bids ranging from \$134,000 to \$63,000. The apparent low bidder has submitted references to projects and has completed projects that Independent Roofing Services has designed and is a contractor that they would be recommended for this job.

The FY 24 Public Safety Budget has \$91,900 allocated for this expense under Capital Projects.

Suggested Motion

Award the bid to LGR 1, Inc. in the amount of \$63,000 and authorize the Town Manager to execute the contract and other documents.

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

G. Select Board Approval of the September 30, 2023 Special Town Meeting Warrant

At the August 15, 2023, Select Board meeting, the Select Board scheduled a Special Town Meeting on September 30, 2023 beginning at 9am at Wescustogo Hall and North Yarmouth Community Center for voters to approve bonding or lease purchase for the acquisition of a new Fire Truck and to authorize the use of TIF funds to lower the amount needed to borrow.

Suggested Motion

Approve the Special Town Meeting Warrant as presented.

Motion _____, Second _____ Vote _____

6. Old Business

A. Select Board Goals

Suggested Motion

Approve the Select Board Goals as presented.

Motion _____, Second _____ Vote _____

B. LUO Audit-Next Steps

As a follow-up to the Land Use Audit conducted by North Star Planning (NSP) in March, 2023, the Town Manager asked NSP to prepare a work plan to address the highest priority technical changes needed in the Land Use Ordinance.

Suggested Motion

Approve the LUO work plan submitted by NSP dated August 16, 2023 with a budget not to exceed \$15,000.

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

7. Consent Agenda

- A. Payroll Warrants
\$
- B. Municipal Accounts Payable Warrants
\$
\$
- C. Select Board Minutes of August 15, 2023

Suggested Motion

To approve the consent agenda as presented.

Motion _____, Second _____ Vote _____

**PP Account 100560 Detail
as of 09/05/2023**

Name: RELIV - JULIE WATERMAN

Location: 176 CHRISTOPHER RD

Assessment: 200.00

2024-1 Period Due:

Mailing 176 CHRISTOPHER ROAD
Address: NORTH YARMOUTH, ME 04097

Year/Rec #	Date	Reference	P	C	Principal	Interest	Costs	Total
2024-1 R					0.00	0.00	0.00	0.00
2023-1 R					3.62	0.10	0.00	3.72
2022-1 R					0.00	0.00	0.00	0.00
2016-1 R					0.00	0.00	0.00	0.00
2015-1 R					0.00	0.00	0.00	0.00
2014-1 R					0.00	0.00	0.00	0.00
Account Totals as of 09/05/2023					3.62	0.10	0.00	3.72

Per Diem	
2023-1	0.0004
Total	0.0004

Exempt Codes:

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10285424

Sell To:

Contact Name	Diane Barnes	Ship To Name	Town of North Yarmouth
Bill To Name	Town of North Yarmouth	Ship To	19 Public Works Way
Bill To	10 Village Square Rd North Yarmouth, ME 04097 USA		North Yarmouth, ME 04097 USA
Email	dbarnes@northyarmouth.org		
Phone	(207) 829-3705 x207		

Quote Information

Salesperson	Bill Morin	Created Date	8/29/2023
Salesperson Email	bmorin@wastequip.com	Expiration Date	9/13/2023
Salesperson Phone	(603) 498-4401	Quote Number	WQ-10285424
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	<p>TRASH CARTS</p> <p>PRICING BREAKDOWN: \$47.00 Base Cart Price -\$2.00 Blackstone Deduct \$0.50 Body Hot Stamp \$0.25 Lid Hot Stamp \$0.75 UHF RFID Tag \$3.43 Freight \$49.93 Cart Price with Options and Freight \$5.75 A&D \$0.30 Literature Attachment per Cart \$55.98 Total Cart Price with A&D</p>	---Body Color - (209) Blackstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Lid Hot Stamp Insert-Read from Street (New) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	1,600.00	\$55.98	\$89,568.00
**Plastics	Model 79264 - Toter 64 Gallon EVR II	<p>RECYCLE CARTS</p> <p>Toter will include a minimum 5% five percent (5%) residential post-consumer plastic content per The Recycling Partnership's Grant requirements.</p> <p>PRICING BREAKDOWN: \$47.00 Base Cart Price -\$2.00 Blackstone Deduct</p>	---Body Color - (209) Blackstone ---Lid Color - (720) Casella Happy Blue ---Body Hot Stamp on Both Sides (New) in White ---Lid Hot Stamp Insert-Read from Street (New) in White ---Wheels - 10in Sunburst ---Customer Serial	1,600.00	\$55.98	\$89,568.00

- 79264	Universal/Nestable Cart	\$0.50 Body Hot Stamp \$0.25 Lid Hot Stamp \$0.75 UHF RFID Tag \$3.43 Freight \$49.93 Cart Price with Options and Freight \$5.75 A&D \$0.30 Literature Attachment per Cart \$55.98 Total Cart Price with A&D	Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs			
		TRASH CARTS PRICING BREAKDOWN: \$44.00 Base Cart Price -\$2.00 Blackstone Deduct \$0.50 Body Hot Stamp \$0.25 Lid Hot Stamp \$0.75 UHF RFID Tag \$3.43 Freight \$46.93 Cart Price with Options and Freight \$5.75 A&D \$0.30 Literature Attachment per Cart \$52.98 Total Cart Price with A&D	---Body Color - (149) Dark Gray Granite ---Lid Color - Any Standard Color ---Body Hot Stamp on Both Sides (New) in White ---Lid Hot Stamp Insert-Read from Street (New) in White ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs			
**Plastics - 79248	Model 79248 - Toter 48 Gallon EVR II Universal/Nestable Cart			100.00	\$52.98	\$5,298.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$184,434.00
Shipping Terms	FOB Origin	Tax	\$0.00
		Grand Total	\$184,434.00

Special Instructions

Special Instructions Toter will hold pricing with full payment by November 30, 2023. If resin increases more than \$0.06 per pound or projects delayed beyond April 2024, we will reserve the right to adjust pricing.

Please see Container Pros quote WQ-10270428 and proposal for additional A&D services available.

Shipping Details

Estimated Lead Time 6-8 weeks ARO

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C,



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10285424

which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Reference Bid/Contract # on PO.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders





**REQUEST FOR PROPOSALS (RFP)
For Banking Services
For the TOWN of North Yarmouth
located in North Yarmouth, Maine**

I. INTRODUCTION

The Town of North Yarmouth is soliciting competitive proposals for depository banking services for a period of Six (6) years. The successful Proposer will provide banking services for the TOWN including depository, cash management, and checking services.

SUBMISSION REQUIREMENTS

Six copies of the proposal are required for submission and should be marked "Proposal for Banking Services for North Yarmouth" and delivered to 10 Village Square Road, North Yarmouth, ME 04097, **by Noon, on or before August 29, 2023.** We will also accept an electronic proposal if sent to Diane Barnes, Town Manager at dbarnes@northyarmouth.org

Please notify us of your intent to submit a proposal by e-mailing Diane Barnes at dbarnes@northyarmouth.org by Wednesday, August 23, 2023.

Questions regarding this RFP are to be sent by e-mail to Diane Barnes at dbarnes@northyarmouth.org by Wednesday, August 23, 2023. Answers to questions received will be shared with all proposers. Responses will be sent via e-mail.

Proposers are reminded their submitted proposals become public records once they are opened. No proposal may be withdrawn within a period of sixty (60) days after the opening of bids.

To assist the Town's review, please provide responses in the order of sections listed in the RFP. If you do not wish to bid on any services, please include your negative response accordingly.

The Town's goal is to partner with a banking institution that has a strong government banking focus and understanding and can offer services and guidance that are beneficial to public agencies. Also, the Town wishes to examine the marketplace to make improvements where possible and to take advantage of new technologies.

II. SCOPE OF SERVICES

It is the intent of the Town to have one banking institution provide all the banking services specified in this RFP.

Please provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

Please provide the location of your institution's nearest branch(es) to the Town office.

Please provide a brief overview of your organization's mission, strategy, and values.

Please describe your involvement in your communities.

Please describe your institution's government banking experience in the State of Maine.

The Town prefers to work with a primary contact for managing its deposit banking relationship. Please describe your bank's experience working with municipalities and/or other government banking entities and include bio's where appropriate.

Please describe your institution's approach to relationship management, customer service, problem resolution, and quality assurance.

Please list at least three (3) references.

Please describe your banking institution's current rating, according to a national rating service, such as bankrate.com or Bauer Financial. Include information about any current or formal federal enforcement actions over the past three years.

Accounts and account services:

The Town maintains 4 checking/MMA accounts; however, the main operating account sees most of the monthly transactions. Below is a list of the accounts along with a monthly/yearly average number and type of transactions, as well as average balance as of July 31, 2023.

- Operating Account Average balance approximately \$1,789,810, 50-100 checks paid out monthly; 32 deposits (includes remote check scan & branch deposits), 227 ACH deposits & withdrawals and 6 internal transfers.

- Cemetery MMA- Average balance approximately \$51,000, 0 per year paid out; 1-2 deposits per year.

- Cemetery Perpetual Care MMA- Average balance approximately \$87,000, 1-2 deposits per year.

- TIF MMA- Average balance \$813,000, 0 checks paid out, 2 ACH deposits per year, 1-2 ACH withdrawals monthly.

The Town will require the following accounts:

- General Fund Checking
- Payroll Checking
- Cash Management Sweep/Other Investments
- Cemetery MMA
- Cemetery Perpetual Care MMA
- TIF MMA

Please provide the Town with all deposit rates associated with municipal banking services. Please include when and how often the rates are updated for customers.

Please describe what insurance and/or collateral that you will provide to protect Town deposits in excess of FDIC limits.

Please detail how your banking institution provides the following required services:

- Electronic/On-line banking (Cash Management)
- Automated Clearing House (ACH) services
- Positive Pay
- ACH Filter/Block
- Remote Deposit Capture
- Sweep Account Services
- Wire Transfer Services
- Financing Services including Lease Lending
- Balance reporting, including previous day and historical ledger and collected balances; previous day's debits and credits and ability to customize reports
- Sub Accounting
- Courier services
- Credit (or Purchasing) Cards.
- Bank Fees

Other required services include: Stop payments, deposit returns, overdraft protection, monthly account statements and service charge reports, imaging service and mobile banking technology.

Please describe any additional optional services your banking institution provides.

Please describe how your banking institution provides security for its deposit accounts and other non-public information.

III. INVESTMENT PROGRAMS

The Town currently has approximately **\$750,000** in idle funds, which require less liquidity than a daily sweep account. Although trust and reserve fund consulting services are not included within this RFP, the TOWN has the option to utilize various investment options with your banking institution. Please describe any deposit investment options available within your banking institution, in addition to your bank's sweep account product.

IV. OTHER INFORMATION

Please include a "funds availability" schedule for your banking institution.

Please describe the availability of bank statement data to the Town.

Please describe how transition to your banking institution would take place if your bank is selected.

Supplies

Awarded bank shall provide the following banking supplies, upon request, at no cost to the TOWN:

- “For Deposit Only” stamps if needed.
- Various supplies, such as coin wrappers, bill bands, coin envelopes and deposit bags, and night deposit bags, if so required, at no cost to the Town.
- Reimbursement to the Town for payroll and/or accounts payable checks.
- Deposit slips pre-printed with account name and numbers.

NSF Items

Bank will make one additional attempt to collect a deposited check returned because of insufficient funds. Checks remaining uncollectible after this attempt will be returned to the Town for processing.

Overdraft Protection

The Town will attempt to ensure funds on deposit are equal to or exceed the gross amount of checks issued. If an unintentional overdraft occurs, all checks presented for payment will be paid. Since overdrafts will normally arise because of insufficient cleared funds in the account or other unforeseen reason, the TOWN agrees the Bank shall have the right to charge interest at an agreed rate, plus an individual item fee for any overdrafts, as both are shown in the proposal set forth in Exhibit A.

V. CONTRACT REQUIREMENTS

The Bank’s submitted proposal will be the basis for the banking services agreement. No written agreement will be further required by the Town. However, the Town may request a letter of understanding from the awarded bank to further document the bank’s commitment to the Town.

Qualified Proposers

The proposing bank will be a Federal or Maine chartered bank and will be a member of the Federal Reserve System with access to all its services. Bank will have adequate organization, facilities, equipment and personnel to provide prompt and efficient service to the Town, including the ability to accept daily deposits. Bank will be in good standing and continual compliance with existing and future enacted laws, rules, and regulations of the United States and the State of Maine related to commercial banking operations.

Pricing Proposal

Please provide the Town with all fees and compensating balances associated with municipal banking services.

Contract Period

Town will require a contract period of Six (6) years, to begin October 1, 2023 or sooner.

The contract may be extended with mutual agreement between the Town and the Banking institution. The extension length can be between one and five years depending on the needs of the Town. The Town shall have the authority to continue or stop extensions depending on the needs of the Town.

Modifications

During the contract period, or any extension thereof, the Town reserves the right to renegotiate with the Bank such additions, deletions, or changes as may be necessitated by law or changed circumstances. However, no increase in quoted unit prices will be permitted and additional charges shall be added to items or services in the original proposal that remain unchanged.

Cancellation of Contract

By Notification: Either party may terminate the contract upon giving written notice of at least ninety (90) calendar days. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of the contract.

For Cause: In the event of a breach of the contract by the banking institution or unsatisfactory performance as assessed by the Town Manager, or if the banking institution performs in a manner that precludes the Town from administering its functions in an effective manner, the Town will provide written notice of the breach or unsatisfactory performance. If the banking institution has not been able to remedy the breach or improve performance within thirty (30) days following the written notice, then the Town, with the approval of the Town governing body will upon written notice to the Bank, be authorized to cancel this contract by giving a maximum of thirty (30) days as the final termination date of the contract.

Submittal Statement(s)

Each proposal shall be signed by a person legally authorized to bind the Bank to a contract.

All proposals shall have a statement indicating the proposer has read and understands all conditions as outlined in this RFP. Any exceptions to these conditions will be noted and described in the proposal.

All proposals shall also state no person acting for, or employed by the Town has a direct or indirect financial interest in the proposal, or in any portion of the profits which may be derived there from.

The Town is required to obtain written assurance from the banking institution selected stating they are an equal opportunity employer and lender.

Town Decision Process

The Town will make its decision as to which banking institution it will bank with based on the completeness of responses provided from this RFP. The Town will look at all aspects your institution provides the Town including financial cost along with support services.

The Town will evaluate the information provided, including the findings of reference checks conducted, and rates each firm by the following standards:

- Banking Fees
- Cash Management (security features, on-line banking platform, remote deposit, positive pay)
- Deposit rate
- Lending Services

- Government Banking Experience
- Other Services (like credit cards, online payments, trust)
- Courier Service

The Town reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items when it is in the best interest of the Town. During the evaluation process, the Town reserves the right to request additional information or clarifications.

In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after the award of the bid, the Town may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly.

Exhibit A: Services Cost Analysis

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost	Annual Cost	
Account Maintenance:			
Cash Management Account	\$0	\$0	
Zero Balance Account	\$0	\$0	
Sweep Investment Account	\$0	\$0	
Items Deposited:			
Branch Deposits	\$0	\$0	
Number of Items Deposited	\$0	\$0	
Checks Paid	\$0	\$0	
Payroll Direct Deposit	\$0	\$0	
Stop Payments	\$0	\$0	
Redeposited Checks	\$0	\$0	
Returned Checks	\$0	\$0	
Wires Incoming	\$0	\$0	
Wires Outgoing	\$0	\$0	
Coin Deposited (total \$ amount)	\$0	\$0	
Currency Deposited (total \$ amount)	\$0	\$0	
ACH Transactions:			
Incoming	\$0	\$0	
Outgoing	\$0	\$0	
Service Costs:			
ACH Transmission			
ACH Maintenance	\$15	\$180	
PC Connection	\$0	\$0	
PC Maintenance	\$0	\$0	
Banking Supplies	\$0	\$0	
Other:			
Positive Pay Services	\$30	\$360	
ACH Filter/Block Services	\$15	\$180	
Remote Deposit Services	\$20	\$240	
Courier Service	\$15	\$1,080 1 st year \$2,160 thereafter	Courier waived for first 6 months
Total Estimated Annual Cost		\$2,040 1 st year \$3,120 thereafter	
Average Monthly Cost (Total/12)		\$260 after intro courier discount	
Required Monthly Compensating Balance to offset above costs	\$44,000 \$132,000		For first six months Thereafter
Earnings Credit Rate	2.5%		
Interest Rates	5.20%		
Money Market Rates	5.25%		
Short Term Investments Rates	12 months @ 5.30%		

Bangor Savings Bank

You matter more.

FEE SCHEDULE

GENERAL SERVICES

Account Maintenance	\$6.00	monthly
Credits	\$0.06	per item
Deposits	\$0.06	per item
Checks Deposited	\$0.06	per item
Checks Paid	\$0.09	per item
Debits	\$0.09	per item
Returned Deposited Items	\$12.00	per item
Incoming Wire Transfer (Domestic)	\$15.00	per item
Incoming Wire Transfer (International)	\$30.00	per item
Depository Fee	\$0.000105	on collected balance

SWEEP SERVICES

ICS DDA Sweep	\$50.00	monthly
Repurchase Sweep	\$100.00	monthly
Zero Balance Primary Account	\$30.00	monthly
Zero Balance Sub-Account	\$15.00	monthly

ONLINE BANKING

Setup Fee	See One-Time Fees	
Monthly Fee	\$90.00	monthly
Balance Reporting	Included	
Book Transfers	Included	
Account Analysis Statements	Included	
eStatements	Included	
Stop Payments	\$20.00	per item
Alerts	Included	
ACH Module	Included	
ACH Item	\$0.15	per item
Same-Day Item	\$1.00	in addition to item charge
ACH Return	\$5.00	per item
ACH Notice of Change	\$1.00	per item

Add-On Modules

Wire Module:	\$50.00	monthly
Domestic Wire	\$12.50	per item
International Wire	\$30.00	per item

FRAUD PREVENTION

Positive Pay – Setup Fee	See One-Time Fees	
Positive Pay – First Account	\$50.00	monthly
Positive Pay – Additional Accounts	\$30.00	monthly
Positive Pay – Exception Items	\$0.50	per item
Positive Pay – Non Decisioned Items	\$5.00	per item
ACH Alerts – First Account	\$30.00	monthly
ACH Alerts – Additional Accounts	\$15.00	monthly
ACH Block	\$20.00	monthly

Bangor Savings Bank

You matter more.

REMOTE DEPOSIT SERVICES

RDC - Setup Fee	See One-Time Fees	
Monthly Fee	\$50.00	monthly
Per Item Scanned	\$0.06	per item
Scanner Equipment	Price varies on scanner type	per scanner

MISC SERVICES

Outgoing Domestic Wire (phone or branch)	\$25.00	per item
Outgoing International Wire (phone or branch)	\$45.00	per item
Courier Services	\$20.00	per pick-up
Overdraft Fee	\$32.00	per item
Sustained Overdraft Fee	\$5.00	per day until balance is positive

RECONCILIATION SERVICES

Full Recon	\$100.00	monthly
Per Item Fee	\$0.06	per item
Setup Fee	\$150.00	one-time
Partial Recon	\$50.00	monthly
Per Item Fee	\$0.04	per item
Setup Fee	\$150.00	one-time

ONE-TIME FEES

\$225.00	one-time
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Exhibit A: Services Cost Analysis

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost	Annual Cost
Account Maintenance:		
Cash Management Account	\$6.00	\$72.00
Zero Balance Account	\$30.00 -Primary \$15.00 -Sub	\$540.00
Sweep Investment Account	\$50.00 -ICS DDA OR \$100.00 -Repo	\$600.00 OR \$1,200.00
Items Deposited:		
Branch Deposits	\$0.06	\$23.04
Number of Items Deposited	\$0.06	\$252.00 (assuming 350 checks deposited per month)
Checks Paid	\$0.09	\$54.00-\$108.00
Payroll Direct Deposit	\$0.06	*Volumes were not provided.
Stop Payments	\$20.00	*Volumes were not provided.
Redeposited Checks	\$0.00	*Volumes were not provided.
Returned Checks	\$12.00	*Volumes were not provided.
Wires Incoming	\$15.00 -Domestic \$30.00 -International	*Volumes were not provided.
Wires Outgoing	\$25.00 -Domestic (phone/branch) \$45.00 -International (phone/branch)	*Volumes were not provided.
Coin Deposited (total \$ amount)	\$0.00	\$0.00
Currency Deposited (total \$ amount)	\$0.00	\$0.00
ACH Transactions:		
Incoming	\$0.06	\$163.44
Outgoing	\$0.09	*Volumes were not provided.
Service Costs:		
ACH Transmission	\$0.15	*Volumes were not provided.
ACH Maintenance	\$0.00	\$0.00
PC Connection -Online Banking	\$90.00	\$1,080.00
PC Maintenance	Included	Included
Banking Supplies	*Bank will cover up to \$500 per year	*Bank will cover up to \$500 per year
Other:		
Positive Pay Services	\$50.00	\$600.00
ACH Filter/Block Services	\$30.00 -ACH Filter \$20.00 -ACH Block	\$360.00 \$240.00
Remote Deposit Services	\$50.00 \$0.06 per item	\$600.00 \$252.00 (assuming 350 checks deposited per month)

Courier Service	\$20.00 per stop	*Volumes were not provided.
Total Estimated Annual Cost	\$508.63 - \$558.63	\$4,836.48 - \$5,490.48**
Average Monthly Cost (Total/12)	\$42.39 - \$46.55	\$403.04 - \$457.54**
Required Monthly Compensating Balance	N/A	N/A
Interest Rates	ICS DDA -3.50% Repo -2.50%	*guaranteed for 12 months
Money Market Rates	3.50%	*guaranteed for 12 months
Short Term Investments Rates	6-month CD -4.10% 12-month CD -4.10%	*rates are fixed and will be for the full term of the CD

**The total estimated annual cost is based on volumes that were provided and does not include any additional banking activity that could occur. An earnings credit allowance would be applied to help offset monthly charges, but that would be dependent on the banking activity/balances.

Exhibit A: Services Cost Analysis-Gorham Savings Bank

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost	# of items monthly	Annual Cost
Account Maintenance:			
Cash Management Account	\$10.00	1	\$120.00
Zero Balance Account	\$25.00	1	\$300.00
Sweep Investment Account	\$25.00	1	\$300.00
Items Deposited:			
Branch Deposits	\$0.12	32	\$46.08
Number of Items Deposited	\$0.12	not provided	unknown
Checks Paid	\$0.16	75	\$144.00
Payroll Direct Deposit	\$0.00	not provided	\$0.00
Stop Payments	\$35.00	not provided	unknown
Redeposited Checks	\$15.00	not provided	unknown
Returned Checks	\$15.00	not provided	unknown
Wires Incoming	\$15.00	not provided	unknown
Wires Outgoing	\$25.00	not provided	unknown
Coin Deposited (total \$ amount)	\$0.00	not provided	\$0.00
Currency Deposited (total \$ amount)	\$0.00	not provided	\$0.00
ACH Transactions:			
Incoming	\$0.00	227	\$0.00
Outgoing	\$0.00	227	\$0.00
Service Costs:			
ACH Transmission	\$6.95	1	\$83.40
ACH Maintenance	\$0.00	0	\$0.00
PC Connection	\$0.00	not provided	\$0.00
PC Maintenance	\$0.00	not provided	\$0.00
Banking Supplies	per RFP no cost	not provided	\$0.00
Other:			
Positive Pay Services	\$25.00	1	\$300.00
ACH Filter/Block Services	\$6.95	1	\$83.40
Remote Deposit Services	\$50.00	1	\$600.00
Courier Service	n/a	n/a	n/a
Total Estimated Annual Cost			\$1,976.88
Average Monthly Cost (Total/12)			\$164.74
Required Monthly Compensating Balance			\$250,000 to avoid all service fees and banking supply fees above
Interest Rates			100% of the 13-week T-bill Rate
Money Market Rates			100% of the 13-week T-bill Rate
Short Term Investments Rates			Varies depending upon the investment and term

Exhibit A: Services Cost Analysis

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost	Annual Cost
Account Maintenance:		
Cash Management Account	\$0	\$0
Zero Balance Account	\$0	\$0
Sweep Investment Account	\$0	\$0
Items Deposited:		
Branch Deposits	\$0	\$0
Number of Items Deposited	\$0	\$0
Checks Paid	\$0	\$0
Payroll Direct Deposit	\$0	\$0
Stop Payments	\$0	\$0
Redeposited Checks	\$0	\$0
Returned Checks	\$0	\$0
Wires Incoming	\$0	\$0
Wires Outgoing	\$0	\$0
Coin Deposited (total \$ amount)	\$0	\$0
Currency Deposited (total \$ amount)	\$0	\$0
ACH Transactions:		
Incoming	\$0	\$0
Outgoing	\$0	\$0
Service Costs:		
ACH Transmission	\$0	\$0
ACH Maintenance	\$0	\$0
PC Connection	\$0	\$0
PC Maintenance	\$0	\$0
Banking Supplies	\$0	\$0
Other:		
Positive Pay Services	\$0	\$0
ACH Filter/Block Services	\$0	\$0
Remote Deposit Services	\$0	\$0
Courier Service	\$0	\$0
Total Estimated Annual Cost	\$0	\$0
Average Monthly Cost (Total/12)	\$0	\$0
Required Monthly Compensating Balance	\$0	\$0
Interest Rates	5.33% APR Indexed to EFFR	
Money Market Rates	Same as Sweep	
Short Term Investments Rates	CDARS 6 month 5.35% APR	

Exhibit A: Services Cost Analysis

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost	Annual Cost
Account Maintenance:		
Cash Management Account	0	0
Zero Balance Account	0	0
Sweep Investment Account	0	0
Items Deposited:		
Branch Deposits	0	0
Number of Items Deposited	0	0
Checks Paid	0	0
Payroll Direct Deposit	.10/item (57/month)	68.40
Stop Payments	0	0
Redeposited Checks	0	0
Returned Checks	0	0
Wires Incoming	16.00	If needed
Wires Outgoing	25.00 (domestic)	If needed
Coin Deposited (total \$ amount)	0	0
Currency Deposited (total \$ amount)	0	0
ACH Transactions:		
Incoming	0	0
Outgoing	0	0
Service Costs:		
ACH Transmission	5.00/file (2/month)	120.00
ACH Maintenance	0	0
PC Connection	0	0
PC Maintenance	0	0
Banking Supplies	0	0
Other:		
Positive Pay Services	40.00	480.00
ACH Filter/Block Services	0 (included w/Pos Pay Service)	0 (included w/Pos Pay Service)
Remote Deposit Services	35.00	420.00
Courier Service	n/a	n/a
Total Estimated Annual Cost		1088.40 (annual)
Average Monthly Cost (Total/12)	90.70 (monthly)	
Required Monthly Compensating Balance	237,315.41 (covers fees... excess funds will earn interest)	(ECR of .50%)
Interest Rates	4.25%APY/4.17% rate	n/a
Money Market Rates	4.25%APY/4.17% rate	n/a
Short Term Investments Rates	See RFP pg. 16	See RFP pg. 16

Exhibit A: Services Cost Analysis

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost*	Annual Cost*
Account Maintenance:		\$ -
Cash Management Account	\$ 17.400	\$ 417.60
Zero Balance Account	\$ 27.000	\$ -
Sweep Investment Account	\$ -	\$ -
Items Deposited:		\$ -
Branch Deposits	\$ 0.0003	\$ 11.84
Number of Items Deposited	\$ 0.720	\$ 276.48
		\$ -
Checks Paid	\$ 0.156	\$ 140.40
Payroll Direct Deposit	\$ 0.120	\$ 164.16
Stop Payments	\$ 16.800	\$ -
Redeposited Checks	\$ 13.800	\$ -
Returned Checks	\$ 13.800	\$ -
Wires Incoming	\$ 8.400	\$ -
Wires Outgoing	\$ 9.000	\$ -
Coin Deposited (total \$ amount)	\$ 0.0003	\$ -
Currency Deposited (total \$ amount)	\$ 0.0003	\$ -
ACH Transactions:		\$ -
Incoming	\$ 0.120	\$ 164.16
Outgoing	\$ 0.120	\$ 164.16
Service Costs:		\$ -
ACH Transmission	\$ 12.000	\$ -
ACH Maintenance	\$ 9.000	\$ -
PC Connection	\$ 15.000	\$ 180.00
PC Maintenance	\$ 75.000	\$ 900.00
Banking Supplies	\$ -	\$ -
Other:		\$ -
Positive Pay Services	\$ 39.000	\$ 468.00
ACH Filter/Block Services	\$ 17.400	\$ -
Remote Deposit Services	\$ 78.000	\$ 936.00
Courier Service	TBD	\$ -
Total Estimated Annual Cost		\$ 3,822.80
Average Monthly Cost (Total/12)		\$ 503.89
Required Monthly Compensating Balance		\$ 527,366.92
Interest Rates		2.75%
Money Market Rates		4.75%
Short Term Investments Rates		Please refer to our Pricing Proposal

*Confidential Information




RFP Response **Prepared for:**

Town of North Yarmouth

August 25, 2023

ORGANIZED BY:





August 29, 2023

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

Dear Diane:

Thank you for the opportunity to submit the following proposal for banking services to the Town of North Yarmouth. At Northeast Bank, we strive to deliver solutions to meet and exceed your required cash management needs combined with our user-friendly, safe banking technology. We currently support banking relationships with government clients at every level in Maine including local, regional and state.

Northeast Bank offers local, personal, and government banking services across the state from our seven full-service banking centers and from our operations center at the historic Bates Mills in Lewiston, Maine. With our robust online cash management services, remote banking technology and dedicated government banking team, we deliver best-in-class treasury services to our government clients, regardless of our client's physical location.

As a Maine Chartered bank since 1872, and with a current asset size of over \$2.5 billion, our purpose at Northeast Bank is to provide quality banking solutions that help Maine residents and organizations succeed. In addition to meeting your treasury service needs, we are pleased to provide the Town with safe and secure deposit services and the ability to maximize the rate of return on deposits. With towns facing tighter budgets every year, Northeast Bank is also happy to waive the cost for our banking products and services to the Town of North Yarmouth.

I enjoyed working with you in my previous position and would be excited to work with you again! Please let me know if you have any questions regarding our proposal.

Sincerely,

A handwritten signature in black ink that reads "Jason Simcock". The signature is written in a cursive style.

Jason Simcock
SVP, Senior Government Banking Officer



**REQUEST FOR PROPOSALS (RFP)
For Banking Services
For the TOWN of North Yarmouth
located in North Yarmouth, Maine**

I. INTRODUCTION

The Town of North Yarmouth is soliciting competitive proposals for depository banking services for a period of Six (6) years. The successful Proposer will provide banking services for the TOWN including depository, cash management, and checking services.

SUBMISSION REQUIREMENTS

Six copies of the proposal are required for submission and should be marked “Proposal for Banking Services for North Yarmouth” and delivered to 10 Village Square Road, North Yarmouth, ME 04097, **by Noon, on or before August 29, 2023.** We will also accept an electronic proposal if sent to Diane Barnes, Town Manager at dbarnes@northyarmouth.org

Please notify us of your intent to submit a proposal by e-mailing Diane Barnes at dbarnes@northyarmouth.org by Wednesday, August 23, 2023.

Questions regarding this RFP are to be sent by e-mail to Diane Barnes at dbarnes@northyarmouth.org by Wednesday, August 23, 2023. Answers to questions received will be shared with all proposers. Responses will be sent via e-mail.

Proposers are reminded their submitted proposals become public records once they are opened. No proposal may be withdrawn within a period of sixty (60) days after the opening of bids.

To assist the Town’s review, please provide responses in the order of sections listed in the RFP. If you do not wish to bid on any services, please include your negative response accordingly.

The Town’s goal is to partner with a banking institution that has a strong government banking focus and understanding and can offer services and guidance that are beneficial to public agencies. Also, the Town wishes to examine the marketplace to make improvements where possible and to take advantage of new technologies.

II. SCOPE OF SERVICES

It is the intent of the Town to have one banking institution provide all the banking services specified in this RFP.

Northeast Bank is pleased to provide our response to the Town’s banking services RFP as noted in blue font. The Bank is also pleased to commit to our proposal for a minimum period of six years, or a mutually agreed period, and is open to extending the term at any point during this initial period.

Please provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

RESPONSE: Established in 1872, Northeast Bank has a long and rich history supporting economic growth in Maine. Today, the bank still provides a broad range of personal, business, and local government banking services driven by our customers' needs. From offering a variety of deposit products to a suite of cash management services, our goal is to help meet customers' needs. Our services are supported by seven banking centers in Maine, an operations center at the historic Bates Mill in Lewiston and enhanced by a skilled team of customer success professionals.

Northeast Bank is a publicly traded company (NASDAQ: NBN) with total assets, as of the end of the 2023 fiscal year, of over \$2.9 billion. With offices in Maine, Boston, New York and southern California, we also have a growing national commercial real estate presence. Over the past decade, Northeast Bank has originated and acquired over \$4 billion in commercial real estate loans across 44 states.

Northeast Bank currently has a total of 192 employees. Northeast Bank does not have a parent or any subsidiary companies.

Please provide the location of your institution's nearest branch(es) to the Town office.

RESPONSE:

Northeast Bank's nearest retail branch office, or Banking Center, is located at 27 Pearl St., Portland, Maine. This location offers ATM and night deposit drop box services.

Contact: Victoria Johnson, Senior Relationship Banker

Phone: 207.774.1426

Lobby Hours: Mon - Th: 8:30am - 4:00pm, Fri: 8:30am - 5:00pm

Additionally, Bethany Belanger, Senior Vice President, Director of Retail Banking, is available for retail assistance. Bethany happens to be a North Yarmouth resident, as well.

In addition to our Portland Banking Center's services for handling deposits, the Bank is pleased to provide the courier services at no charge to the Town. The Bank has several courier provider options and will work with the Town to select the one that best meets the Town's needs.

Please provide a brief overview of your organization's mission, strategy, and values.

RESPONSE: At Northeast Bank, our mission is to provide superior community banking value for all Maine residents, small businesses, and public service entities. We're local and here to help. We help by providing better products, better rates, better technology, and better service.

Please describe your involvement in your communities.

RESPONSE: Northeast Bank services clients from around the State. We have customers in the nonprofit sector, the government and municipal sector, retail customers and various

businesses from around the country. We are committed to supporting the communities in which we live and work through charitable donations, event sponsorship and employee volunteerism.

In 2022, we supported: Bethel Library Association, Brunswick Downtown Association, Brunswick Parks and Rec Department, Community Cares Backpack Program in Wales, Community Concepts, Lewiston/Auburn Metropolitan Chamber of Commerce, Mechanic Falls Recreation, Old Hallowell Day, various initiatives in MSAD 17, Poland Fire and Rescue, Portland Regional Chamber, Town of Lovell, Town of Mechanic Falls, Town of Poland, firefighters in Auburn, Portland and South Portland.

For financial education Northeast supports Junior Achievement of Maine and recently had 20 volunteers provide “JA in a Day” education at Westbrook Middle School focused on understanding the free market system, entrepreneurship and soft skills needed for work readiness. We also provide annual financial support.

Northeast Bank also financially supports the development of municipal and school finance and management professionals such as Maine Association of School Business Managers, Maine Government Finance Officers Association, Maine Town and City Manager Association and the Maine Tax Collector and Treasurer’s Association. In the Fall of 2023, Northeast Bank is the lead sponsor for the New England States GFOA meeting being hosted in Maine.

Our primary giving focus areas include:

Economic Development: Revitalization of our cities and development of our rural areas is of the utmost importance in Maine. Northeast Bank supports programs that provide affordable housing, encourage entrepreneurs, create jobs, attract new industry, and enhance the state's overall well-being.

Affordable Housing: The bank supports initiatives in the area to provide affordable housing, including programs that offer special pricing, discounts on closing costs, grants, and other funding scenarios that benefit low to moderate-income borrowers.

Basic Needs: Northeast Bank supports programs that directly impact and service low-income individuals or families, providing support for unmet basic needs, including shelter, food, clothing, adult education, and workforce development initiatives.

Youth Development & Financial Literacy: Northeast Bank supports programs that foster and develop our youth, including education, work readiness, and financial literacy. In some cases, we also provide support to programs that promote healthy living and overall wellness for children.

Financial Education: At Northeast Bank, we provide charitable donations and volunteers for financial education programs that focus on financial counseling and promote money management throughout the markets we serve.

Please describe your institution's government banking experience in the State of Maine.

RESPONSE: Northeast Bank values our government banking relationships throughout Maine, from schools, municipalities, counties, and state agencies to water and wastewater districts. The Bank supports these relationships through our dedicated government banking and treasury services team. Northeast Bank is the only bank in Maine that has a former Deputy State of Maine Treasurer and a former Maine Town Manager on their government banking team. With our previous professional government experience, our team understands your banking needs like no other bank in Maine.

In terms of overall government banking services experience, the Bank has decades of experience serving public sector clients at every level of government within the State of Maine. First and foremost, security and availability of funds is fundamental to a successful relationship. We make every effort to ensure our clients have the treasury tools they need to have both visibility of funds and the proper cash management tools to provide secure movement of funds to vendors, constituents, and others.

Many of our full deposit government banking clients use the same products and services being requested by the Town, including ACH, positive pay/ACH Filter, remote deposit, online security tools, collateralization of funds, and other services. Where these essential services are commonly available these days, what separates Northeast Bank from the competition is our government banking and relationship management team as well as the Bank's ability to offer competitive deposit rates and no fees or compensating balances for these services.

The Town prefers to work with a primary contact for managing its deposit banking relationship. Please describe your bank's experience working with municipalities and/or other government banking entities and include bio's where appropriate.

RESPONSE: Jason Simcock is pleased to work with the Town as its dedicated Relationship Manager (RM). As your RM, Jason will be your primary contact for meeting your treasury service and cash management needs. In addition to providing overall relationship support, Jason will conduct account reviews to ensure the Bank meets the needs of the Town as well as keep the Town informed on new opportunities and services.



Jason Simcock, Senior Vice President, Senior Government Banker, started working in government banking in April 2011 and brings over 17 years of local government experience to his position. Previously, he worked at Androscoggin Bank as their Director of Government Banking for many years before joining Northeast Bank in 2023.

Before starting his career in government banking, Jason worked for three municipalities in Maine and one in Vermont. He brings an extensive background in town management, economic development, municipal budgeting, and community development to the Bank. He has held municipal manager, treasurer, tax collector and planning and development positions. Jason is a graduate of the University of Maine, where he earned his master's degree in public administration and his bachelor's degree in public management.

Jason is a graduate of the Leadership Maine (XI Class), has a strong commitment to the State of Maine and serves on the Town of Manchester's Budget Committee. He currently serves on the Board of Directors for the Economic Development Council of Maine and Maine Rural Water Association.

Phone: 207-514-1609 | Email: jsimcock@northeastbank.com



Matthew Colpitts is **Senior Vice President and Director of Government Banking** at Northeast Bank where he manages the Government Banking team and works closely with government entities throughout the State of Maine and New England to provide efficient and secure cash management services.

Prior to working at Northeast Bank, Matt served as the State of Maine Deputy State Treasurer where he was responsible for the management of \$2 billion in cash assets, the state debt program and many other essential financial services for the state. He also served in the private sector supporting programs for the Department of Defense and spent 6 years in the U.S. Navy as a Surface Warfare Officer.

Matt enjoys spending time with his wife and two kids hiking, swimming and exploring all Maine has to offer. He currently serves as a board member of the Maine Retirement Savings Board.

Phone: 207-514-1712 | Email: mcolpitts@northeastbank.com

In addition to Jason and Matt, the Relationship Team for the Town will include our business support team, local branch staff and our Customer Success Center. **Andrea Andrews** and **Owen Maguire** are available for any time sensitive and technical treasury and online banking service needs.



Andrea Andrews joined Northeast Bank in 2020 as the Government Banking Relationship Coordinator. Andrea works in tandem with our Relationship Managers to seamlessly onboard new clients and ensures that each relationship has the suite of accounts, services, and security to best suit a client's individual needs. Andrea also provides support for Northeast Bank's current family of clients by assisting them with ongoing cash management service needs, banking resources, and instruction.

Phone: 207-514-1713 | aandrews@northeastbank.com



Owen Maguire joined Northeast Bank in 2022 as an **Assistant Vice President, Team Leader, Business Services Support**. Owen brings over six years of business and government banking sales, service, and operations experience working for Maine-based Bar Harbor Bank & Trust and Norway Savings Bank. He has a strong background helping customers find the best solutions to manage their business operations

and cash flow while ensuring clients have the best experience possible. Owen graduated in 2017 with his MBA from the University of Maine.

Phone: 207-440-2401 | Email: omaguire@northeastbank.com

Please describe your institution's approach to relationship management, customer service, problem resolution, and quality assurance.

RESPONSE:

Relationship Management: As described in the previous section, the Bank is pleased to provide the Town a dedicated government banking relationship manager and supporting government banking team. Our government banking team specializes and focuses entirely on government clients. With Jason's combination of municipal management and government banking experience, he brings a great understanding to the Town's banking needs as well as issues being faced in today's Maine town government environment. Jason enjoys being proactive in helping communities meet their banking needs and going above and beyond wherever he can help.

Customer Service: In addition to your Relationship Management Team, Northeast Bank employs a team of skilled personnel to staff our Customer Success Center. This team of knowledgeable staff are available to receive your inquiries from 8:00am to 6:00pm EST on weekdays and 9:00am-1:00pm on Saturdays, excluding state holidays. They may also be reached by email at Muni@NortheastBank.com for less urgent requests.

Problem Resolution: The Bank works proactively to solve problems, or issues, before they reach the client. In addition to the process listed here, the Bank will contact the appropriate vendor partner to help resolve any technical issues that may affect our clients from an operations and banking services standpoint.

For any client concerns that cannot be resolved with our support team or RM, the Bank, or the Town, will notify Matt Colpitts, SVP, Director of Government Banking, for his assistance. If the concern requires further escalation, Matt, or the Town, can involve Robert Banaski, SVP, Director of Community Banking, for further assistance. Here's Mr. Banaski's contact info:

Robert T. Banaski

SVP, Director of Community Banking
Northeast Bank
35 Canal Street, STE 500, Lewiston ME 04240
Office 207-808-5051
rbanaski@northeastbank.com

If selected, the Bank will work with the Town to implement a mutually acceptable and clear escalation matrix.

Quality Assurance: Quality assurance occurs on multiple levels by following best practices within the Bank. In a highly regulated industry, the Bank manages many “checks and balance” systems throughout our entire organization. Overall, quality assurance methods are built into our treasury services, vendor management, reporting and many other internal platforms. Should there be any need for a correction to a client’s account, the Bank notifies our clients as quickly as possible and at no cost to the client.

Please list at least three (3) references.

RESPONSE:

Reference #1

Customer Name: Town of Poland
Customer Address: 1231 Maine St
Poland, ME 04274-7328

Primary Contact Name: Derek Theborge, Finance Director
Contact Phone Number: 207-998-4601
Contact Email Address: dtheborge@polandtownoffice.org

Reference #2

Customer Name: Town of Lovell
Customer Address: 1069 Main Street
Lovell, ME 04051

Primary Contact Name: Laura Williams. Treasurer
Contact Phone Number: 207-925-6272
Contact Email Address: TOWNCLERK@LOVELLMAINE.ORG

Reference #3

Customer Name: Regional School Unit 16
Customer Address: 3 Aggregate Road
Poland, ME 04274

Primary Contact Name: Stacie Field, Business Manager
Contact Phone Number: 207-998-2727
Contact Email Address: sfield@rsu16.org

More references are available upon request.

Please describe your banking institution's current rating, according to a national rating service, such as bankrate.com or Bauer Financial. Include information about any current or formal federal enforcement actions over the past three years.

RESPONSE: The Bank has very strong earnings and much higher than required capital ratios to be considered "well capitalized". The Bank has a 4-star Bauer rating, which is defined as excellent and recommended by Bauer.

Further, Northeast Bank was recently ranked:

- #14 by Crowe, LLP as one of the best-performing community banks in 2022 based on S&P Global Intelligence Market data.
- #9 by Crowe, LLP in a list of the top 122 publicly traded community banks in 2022 with assets between \$1 and \$5 billion based on S&P Global Intelligence Market data.

There are no current or formal federal enforcement actions over the past three years to report.

Accounts and account services:

The Town maintains 4 checking/MMA accounts; however, the main operating account sees most of the monthly transactions. Below is a list of the accounts along with a monthly/yearly average number and type of transactions, as well as average balance as of July 31, 2023.

- Operating Account Average balance approximately \$1,789,810, 50-100 checks paid out monthly; 32 deposits (includes remote check scan & branch deposits), 227 ACH deposits & withdrawals and 6 internal transfers.
- Cemetery MMA- Average balance approximately \$51,000, 0 per year paid out; 1-2 deposits per year.
- Cemetery Perpetual Care MMA- Average balance approximately \$87,000, 1-2 deposits per year.
- TIF MMA- Average balance \$813,000, 0 checks paid out, 2 ACH deposits per year, 1-2 ACH withdrawals monthly.

The Town will require the following accounts:

- General Fund Checking
- Payroll Checking
- Cash Management Sweep/Other Investments
- Cemetery MMA
- Cemetery Perpetual Care MMA
- TIF MMA

Please provide the Town with all deposit rates associated with municipal banking services. Please include when and how often the rates are updated for customers.

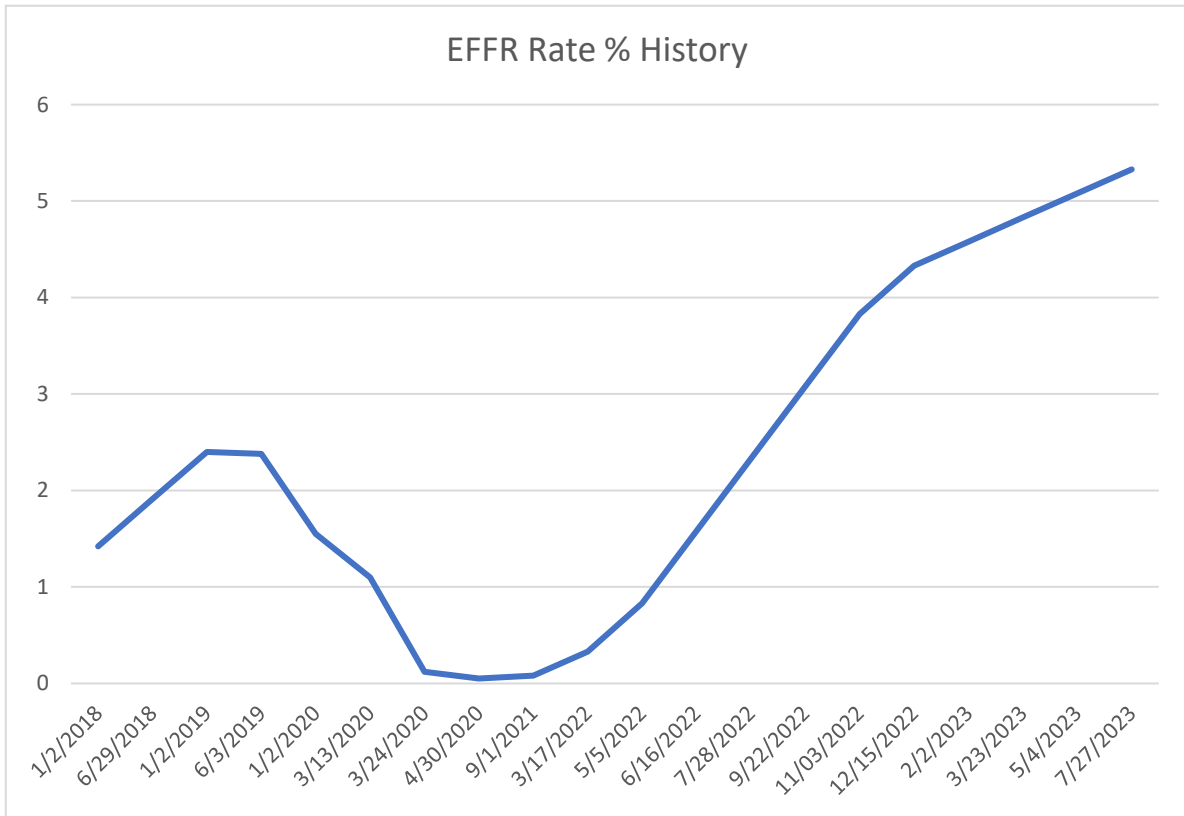
RESPONSE: The Bank believes that yield is an important part of any banking relationship, but especially within local government. To help our municipal clients maintain a competitive rate, in today’s changing rate environment, Northeast Bank is pleased to offer the Town an ICS Demand Sweep rate of 5.33% (5.46% APY), tied to the Effective Federal Funds Rate (EFFR). As an **indexed rate**, the Town’s rate will adjust when the Fed makes rate adjustments. For example, if the Fed increases the EFFR by 25 bps, the Town’s new rate will be 5.58 % and go into effect immediately after the Fed’s update rate.

In addition to following a rate index system, the Bank will commit to a base floor ICS rate of .50% APR. In other words, should EFFR decrease in the future, the Town’s ICS rate will not go below .50% during the six-year term of our proposal.

Should EFFR’s APY rate average 5.46% over a period of 12 months, on a \$3 million average deposit, the projected interest income is \$163,800 to the Town.

The following charts show EFFR rate history, to help put in perspective both pre and post-pandemic Fed Fund Rates:

EFFR Effective Date	Rate %
1/2/2018	1.42
6/29/2018	1.91
1/2/2019	2.40
6/3/2019	2.38
1/2/2020	1.55
3/13/2020	1.10
3/24/2020	0.12
4/30/2020	0.05
9/1/2021	0.08
3/17/2022	0.33
5/5/2022	0.83
6/16/2022	1.58
7/28/2022	2.33
9/22/2022	3.08
11/03/2022	3.83
12/15/2022	4.33
2/2/2023	4.58
3/23/2023	4.83
5/4/2023	5.08
7/27/2023	5.33



For more background, go here: <https://www.newyorkfed.org/markets/reference-rates/effr>

Please describe what insurance and/or collateral that you will provide to protect Town deposits in excess of FDIC limits.

RESPONSE: To secure the Town’s deposits above the \$250,000 FDIC limit, Northeast Bank proposes North Yarmouth use our Insured Cash Sweep (ICS) product. With ICS, deposits are insured up to \$135 million per client Tax ID number. As an overnight sweep, daily transactions (including ACH or check payments) will move automatically overnight to/from the Town’s \$ 0 transaction account that is paired with the sweep, without any need for managing collateral, letters of credit, or repurchasing agreements to secure funds.

Authorized users can access a secure online portal to view and monitor ICS account details, including official monthly statements in PDF format. In addition to securing balances with FDIC coverage up to \$135 million, the Town will earn interest on all deposits in ICS based on the current Effective Federal Funds Rate (EFFR). Please see the Appendix section for more info on how ICS works.



Please detail how your banking institution provides the following required services:

- Electronic/On-line banking (Cash Management)
- Automated Clearing House (ACH) services
- Positive Pay
- ACH Filter/Block
- Remote Deposit Capture
- Sweep Account Services
- Wire Transfer Services
- Financing Services including Lease Lending
- Balance reporting, including previous day and historical ledger and collected balances; previous day's debits and credits and ability to customize reports
- Sub Accounting
- Courier services
- Credit (or Purchasing) Cards.
- Bank Fees

Electronic/On-line banking (Cash Management)

RESPONSE: Northeast Bank's Business Online Banking is an easy-to-use, secure window to your account's balances, images, transactions and statements while providing the ability to customize access and security levels to meet your needs.

The Bank is committed to providing technology that meets your growing needs, creates efficiencies and enhanced reporting, while utilizing the best security features available. These security features begin at establishing users and continue to the transaction level.

In addition to standard security protocols, like multifactor authentication, unique virtual tokens for cash management users, and dual approval to originate ACH and wire transactions, Northeast Bank's standard security features include the following:

Bank Managed User Access: The bank builds each user based on their access needs as requested through a maintenance form signed by a designated authorized employee. Northeast Bank utilizes DocuSign with a built-in secure signer authentication service to allow for electronic signatures and convenience to our clients.

Trusted IP Security Management:* Allows client to designate which computers and web browsers that online banking can be accessed from. Client will provide all IP (Internet Protocol) addresses for approved device(s). A member of the government banking support team can assist in helping clients identify the IP address and how to manage this additional security feature.

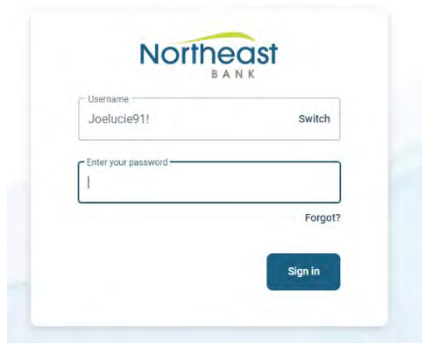
User Lockout: More than 3 incorrect password attempts will lock a user and render them unable to access online banking until the user contacts Northeast Bank and the user is verified. Upon proper authentication, Northeast Bank will unlock the account.

For customers that originate ACH or wire payments, Northeast has additional security features in place to protect our clients' sensitive information and balances.

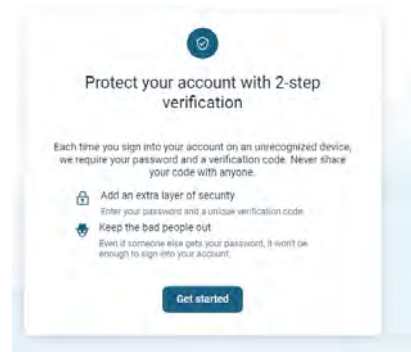
*You may request to opt-out of the IP restriction requirement.

Below are screenshots of a user's first login process. After the first login, screenshot #1 will appear each time and screenshot #4 appears each time unless the "Don't ask for codes again while using this browser" checkbox is selected.

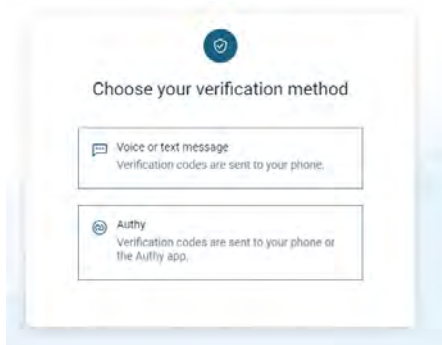
1) Login Portal



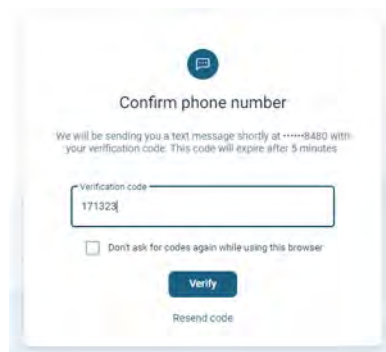
2) Two Step Verification



3) Convenience with Optimal Security



4) Simple Setup, Strong Security



Password Requirements: The Online Banking password must contain a minimum of 8 characters - containing at least: one upper-case letter, one lower-case letter, one number (0-9), and one symbol (i.e., @, \$, %, *).

Multi-Factor Authentication: Once you have created an Access ID (Username) and password, each user will be asked to complete Multi-Factor Authentication setup. In this section you will link your account to a phone number to receive single-use verification codes via text or voice. You will be asked to provide these codes when the system detects abnormal user activity, such as logging on from a new device.

Virtual Tokens for CM Users: All users enrolled with cash management service permissions, such as access to online wires or ACH, will be required to link a virtual security token to their account. Currently, Northeast Bank utilizes VIP Access by Symantec.

Session Timeout: The Online Banking portal will log a user out automatically after a period of 10 minutes of inactivity.

Wire Security: All online wire transfer requests must be approved by two online wire users who have been authorized to approve outgoing wires.* Wire approvers will be required to enter a unique, 4-digit wire PIN provided to them at the time of enrollment by Northeast Bank via secure email.

*The Town may request to opt-out of dual-approval requirement. All account signers must execute the opt-out form.

Stop Payments: Stop payments may be placed quickly and conveniently through the Town's online banking account view at any time of day, and by contacting your cash management team or any of our banking centers. Options include both a single item stop payment or a stop payment order on a consecutive range of checks. If a stop payment order is submitted using the online banking service, a confirmation message will appear, and in all cases a confirmation notice will be mailed. A stop payment fee may be assessed per Northeast Bank's schedule of fees, depending on the volume of stop payments.

Please note if the Town chooses to utilize our Positive Pay system, Stop Payments are no longer necessary. By deleting a check from an issue file, it creates a permanent and cost-effective alternative.

Technological Advancements & Updated Technology within the banking industry is advancing rapidly. As new systems and products for deposit services become available, Northeast Bank's IT team and Deposit Operations management will review novel tech for ease of use and overall security. Any applicable new technologies adopted by Northeast Bank will be presented to the Town in detail either immediately or during the Town's regular review, as appropriate.

Automated Clearing House (ACH) services

RESPONSE: Northeast Bank's Business Online Banking provides a secure, internet-based transmission method to originate and collect ACH/EFT transactions. Our ACH module supports ad-hoc entries, the uploading of NACHA formatted batches, and provides templates for repetitive origination.

ACH Service Overview:

- Daily Timeline - batch processing for ACH transactions through 4:00pm ET.
- All uploads for future dated ACH files (up to 10 days in advance) are required to be initiated and authorized by 4:00PM EST per entry date. For Same Day ACH, the cut-off is also 4 PM

but the maximum dollar amount is \$1 million. Funds are debited on the settlement date, as we do not currently request clients to pre-fund ACH transactions.

- File Confirmation Upon Transmission - Automatic file receipt acknowledgement immediately following file approval is available online, as well as an email confirmation.
- Daily Support - Dedicated support is available to assist with electronic payment services and troubleshooting issues. Northeast Bank also has extensive digital library of online banking features and cash management service tutorials at <https://www.northeastbank.com/learning-center>.
- Returns & Notification of Change: Business Digital Banking team communicates ACH returns and NOCs (notifications of changes) by phone and notices are mailed via US mail for customer convenience.
- File Types Available: Supported SEC codes include CCD, PPD, CTX.
- Files are securely transmitted to/from the Federal Reserve. Online access is password protected with dual authentication (Symantec VIP) and an additional virtual token requirement to access Cash Management functions. ACH origination is a dual control process with system and specific user limits on the amount that can be transmitted per day.
- For clients that prefer to not use IP restrictions, or ACH dual control for security purposes, there are opt-out options.

Positive Pay

RESPONSE: Using the Bank's positive pay will significantly reduce the risks surrounding check fraud. The following info describes our positive pay set-up process for our clients:

Once we have discussed the parameters with the client, set-up is handled during training where we also test the file format. As part of the onboarding process, we will work with the Town's team to ensure the import file is properly formatted. We have experience with municipal clients who use Trio for positive pay services.

In terms of the process, each time the Town processes a check (or batch of checks), the Town uploads a check issued file to your cash management online. Northeast Bank's Positive Pay Service compares the following fields on checks issued as they are presented to the bank for payment: check number, dollar amount, payee field and date. Any items presented that do not match these fields, as they attempt to clear the Town's account, are sent for decision to pay or return.

An email will be sent to the designated address when an item has been flagged for review. Exception items will appear in the View/Work ARP Items for one day and are actionable until 11:45 AM by the client.

If no action is taken, Northeast Bank will default to not pay the item. As an additional benefit of the service, stale dated checks can be reported as exception items in our positive pay module.

While Positive Pay is not required for all accounts, the service is highly recommended for any accounts where checks are issued from.

ACH Filter/Block

RESPONSE: To further protect against unauthorized ACH transactions, the Bank recommends using our ACH Block and Filter services. As electronic items are presented for payment from your account, ACH Filter services verify the originator of the payment is on the preapproved list. If the originator and payment amount has been authorized, payment is made. Exception debits to the “payment rules” are notified to the authorized individuals at the Town for approval or return instructions. New payment rules can be added and adjusted at any time.

Remote Deposit Capture

RESPONSE: In addition to using our courier and Portland banking center services, Northeast Bank recommends the Town consider our Remote Check Capture Services for daily deposits of checks received. Included in our proposal is a free remote check scanner, which will allow your staff a safe and easy method to complete deposits from the convenience of your office.

This affordable and alternative option to deposit checks provides the Town the following:

- Ability to scan and transmit check images for deposit.
- Access to images for archival purposes eliminates the need to photocopy items.
- Eliminate the risk and cost of checks waiting to be deposited.
- Mobile application available.
- Reduce expense associated with delivering deposits to the bank.
- Improve employee productivity.
- Gain extended hours for deposit posting until 7:00pm EST.

Sweep Account Services

RESPONSE: Insured Cash Sweep (ICS): To secure the Town’s deposits above the \$250,000 FDIC limit, Northeast Bank proposes North Yarmouth use our Insured Cash Sweep (ICS) product. With ICS, deposits are insured up to \$135 million per client Tax ID number. As an overnight sweep, daily transactions (including ACH or check payments) will move automatically overnight to/from the Town’s \$0 transaction account that is paired with the sweep, without any need for managing collateral, letters of credit, or repurchasing agreements to secure funds.

Authorized users can access a secure online portal to view and monitor ICS account details, including official monthly statements in PDF format. In addition to securing balances with FDIC coverage up to \$135 million, the Town will earn interest on all deposits in ICS based on the current Effective Federal Funds Rate (EFFR). **See page 9** for more info on the EFFR rate (currently 5.33% with an APY of 5.46%).

Wire Transfer Services

RESPONSE: For security and convenience purposes Northeast Bank offers a full-service wire module available through our Business Online Banking platform to allow for secure transfer of large dollar amounts. Our team will discuss the wire needs of the Town upon onboarding and set the daily limits based on the organization needs. Wire limits can be adjusted at any point based on need and activity.

Wire Service Overview:

- Funds need to be available for requests to be processed.
- Cutoff time for same-day outgoing domestic wire transfer requests is 4:30 pm EST Monday through Friday, excluding holidays.
- The cutoff time for international outgoing wires is 2:30 pm EST. Though International wires are not currently supported by Northeast Bank's online wire module we have a process in place to assist customers who need to submit an international wire.
- Extended Window – For convenience and as long as the advanced notification is received and acknowledged by 4:00 pm Northeast Bank can transmit a wire beyond the 4:30 PM cutoff. If such advanced notification is provided, the Town may submit a wire for processing up to an extended cut-off time of 5:30 pm for same-day processing.
- Enhanced security/Dual Control - all wires require two approvers to transmit* as well as requires each user to enter a unique 4-digit PIN number provided by the bank. Northeast Bank requires and does callback verification for all wires.

*The Town may request to opt-out of dual-approval requirement. All account signers must execute the opt-out form.

Financing Services including Lease Lending

RESPONSE: The Bank is reviewing and updating our lease purchase referral program for government clients seeking lease purchase financing. By making referrals, the Bank is looking out for the client's best interest for those seeking the most competitive finance rate in our rapidly changing public financing market. Although we are not able to make referrals during this transition, we will notify the Town when we have completed our transition to a new referral partner.

Balance reporting, including previous day and historical ledger and collected balances; previous day's debits and credits and ability to customize reports

RESPONSE: Northeast Bank's Business Online Banking is an easy-to-use, secure window to the Town's accounts balances, check images, transactions and statements. Online banking also provides the ability to customize access and security levels per user to meet your needs.

Online Reconciliation

- Reconciliation Services available on Business Online Banking include:
- Convenient access 24/7 for all deposit accounts
- Real-time intra-day and previous day activity for 18 months
- View images of paid items and positive pay exception items
- Opt-in eStatement access for deposit and loan accounts for 18 months
- Download account activity in CSV, TXT, OFS, Quickbooks and Quicken formats

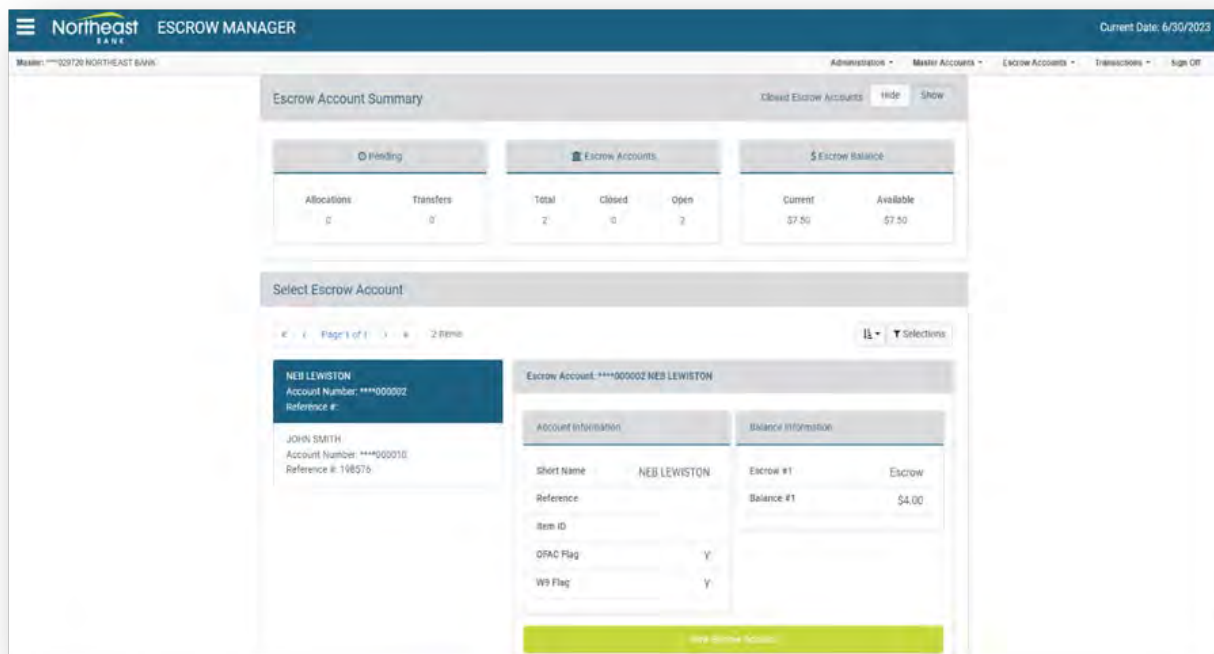
- Create and manage unique report templates by user for ease of reference
- Multiple customizable alerts available to monitor account activity

Paid Item Images

- Copies of both the front and back of paid/processed checks are available:
- At the end of each monthly statement.
- Online in real time and archived for 180 days.
- By request via email or phone call from an authorized signer at any time. Northeast will provide such a copy in a timely manner, generally within 48 hours.

Sub Accounting

RESPONSE: The Bank will provide our sub-accounting service at no cost to the Town. With our secure online sub-accounting platform, clients can easily track interest accrual for specific accounts, transfer allocations to/from the primary account, and generate/export various monthly account activity and reconciliation reports. With sub-accounting, clients no longer need to maintain separate checking or sweep accounts to manage, or track accounts, such as reserves, escrow, and/or project accounts.



Courier services

RESPONSE: The Bank is pleased to provide the courier services at no charge to the Town. It is understood that the Town may need one, or more, courier pick-up a week and additional pick-ups during the property tax collection season. The Bank has several courier provider options and will work with the Town to select the one that best meets the Town's needs.

Credit (or Purchasing) Cards.

RESPONSE: Elan Community Credit Card: In partnership with our credit card provider, Elan, Northeast Bank's Community Card can help your team establish a program or enhance how you manage your current credit card program. The Community Card is designed specifically to work for government and nonprofit clients. With the Community Card, Elan does not require a personal guarantee or to run a personal credit check on card holders. There are zero fees if the balance is paid each statement cycle. There is a \$99 annual fee for the rewards program.

Elan offers government clients an online portal to manage their credit card program. Online services include updating card users; changing card limits, changing overall limits, creating account alerts, setting transaction categories, and accepting credit card payments among other options. Any of our Bank's branches are also available to accept "same day" card payments, should an Elan customer prefer to make a payment in person.

Although the Town currently has a Community Card account with their current bank, Elan requires a new application, should the Town decide to open a similar card account at Northeast Bank. We will assist the Town to complete a credit card application for Elan's review as well as help answer any questions that occur once an account has been opened. Elan requires one person be established as the Authorized Officer, as their primary contact on the account.

Bank Fees

RESPONSE: The Bank is pleased to waive all fees for services as outlined above, as well as fees for optional courier services. To offset the banking transition costs, the Bank will cover the Town's costs for the first year's supply of checks (up to \$750). With all fees being waived, we do not require a compensating balance, earning credit rates, or account analysis to offset fees.

Other required services include: Stop payments, deposit returns, overdraft protection, monthly account statements and service charge reports, imaging service and mobile banking technology.

RESPONSE: Northeast Bank agrees to provide the above-listed services with the exception of service charge reports. Since the Bank is not charging fees, or requiring an offsetting balance, or Earnings Credit system to offset fees, there is no need to provide service charge reports.

Please describe any additional optional services your banking institution provides.

RESPONSE: The Bank offers Merchant Services through a vendor partnership, which provides access to card processing, payment solutions, mobile pay and more. Given specific

needs of municipalities, the Bank recommends other providers more geared toward government entities, such as InforME. They provide the capability to interface with municipal software systems, such as Trio, Munis and NDS, for streamlining the import/export of data, including property tax payments.

Please describe how your banking institution provides security for its deposit accounts and other non-public information.

RESPONSE: Northeast Bank follows SOC 2 guidelines (or stricter guidelines in some cases), and our Information Security program is audited three times a year at a minimum. Our internal security team is supported by external security vendors and a wide array of security tooling. The primary focus of the security program is to always provide defense in depth and data integrity. Additionally, multiple committees and working groups are consulted to assist in making information security a priority.

With our Business Continuity and Disaster Recovery program, systems are identified and classified by Northeast Banks risk, information security, and information technology teams. A formal business impact analysis is completed for each system/application. All customer facing and bank critical systems have recovery time objectives based on criticality and are tested quarterly at a minimum. Data critical applications, and services are housed in redundant datacenters across multiple locations and systems are reliable and survivable throughout anticipated and unanticipated failures and disasters.

III. INVESTMENT PROGRAMS

The Town currently has approximately **\$750,000** in idle funds, which require less liquidity than a daily sweep account. Although trust and reserve fund consulting services are not included within this RFP, the TOWN has the option to utilize various investment options with your banking institution. Please describe any deposit investment options available within your banking institution, in addition to your bank's sweep account product.

RESPONSE: For additional deposit rate options on less liquid funds, the Bank offers our internal CD's and CDARS. Similar to ICS, CDARS provides FDIC coverage well above \$250,000. With CDARS, clients have up to \$50 million in FDIC coverage. Both options provide clients the ability to maximize deposit interest on idle funds. During property tax season, many towns find short-term CDARS to provide a nice boost to interest revenue. Currently, our 12-month CDARS rate is actually lower than our proposed ICS sweep rate. However, our 6-month CDARS rate is 5.35% APR (5.483% APY), which is just above the proposed ICS rate. As the CDARS rate environment will fluctuate, please reach back out to the Bank for current rate quotes.

IV. OTHER INFORMATION

Please include a "funds availability" schedule for your banking institution.

RESPONSE: The Bank's Funds Availability policy does not differ from the Federal Reserve Bank availability schedule. All electronic payments, such as direct deposits and wire transfers, checks drawn on Northeast Bank and cash deposits will be made available on the day of deposit. Please see the attached "Funds Availability Disclosure" for a summary on our Funds

Availability policy. Checks deposited to any one of our branch locations or scanned via remote capture on a business day before 7:00pm EST, receive credit on the day of deposit and availability on the next business day.

ACH payments received in your account by 4:00pm EST will also receive same day credit. With this feature, our clients can earn sweep account interest on deposits more quickly than banks that follow the standard ACH posting window.

Please describe the availability of bank statement data to the Town.

RESPONSE: All regular monthly statements, including our checking and ICS sweep statements are available online via a secure login and are made available the first business day of the month and mailed monthly. ICS statements are housed in IntraFi's online portal.

The Town can opt in for online access to e-statements. This can be done by an admin level online banking user or other user if eStatement access is requested. An authorized Town representative may also request that the Bank manually enroll the accounts in eStatement services. eStatement enrollment typically disables paper statements, but the Bank will continue to provide paper statements in addition to eStatements if requested.

Reconciliation services currently available in Business Online Banking include:

- Convenient access 24/7 for all deposit accounts.
- Real-time intra-day and previous day activity for 18 months.
- View images of paid items and positive pay exception items.
- Opt-in eStatement access for deposit and loan accounts for 18 months.
- Download account activity in CSV, TXT, OFS, Quickbooks and Quicken formats.
- Create and manage unique report templates by user for ease of reference.
- Multiple customizable alerts available to monitor account activity.

In addition, the Bank offers an optional recon module as part of our cash management online services. Our recon module provides several report options, including full, partial, deposit, range, positive pay and reverse positive pay.

Please describe how transition to your banking institution would take place if your bank is selected.

RESPONSE: Jason will work closely with the Town to establish an implementation schedule that works best for the Town's timeline. Please see the attached Draft Plan which helps identify the various transition steps involved. Depending on the number of treasury services needed, it could take approximately one month to get the Town's full banking relationship up and running, including training. The Bank offers our clients the option to sign documents and agreements electronically via DocuSign, as well as on-site training, to help streamline the process.

Our government banking team will provide training on our cash management and treasury services, including ACH and other online banking services. We prefer to train clients in-person, but are happy to offer training virtually, if best for the Town. Our team is also available to provide training in the future, should there be any further needs. The Bank's business banking support team is available during the week from 8:00am to 4:30pm EST for any other

assistance needed, such as assistance with general account assistance, transfers, and user password resets.

Supplies

Awarded bank shall provide the following banking supplies, upon request, at no cost to the TOWN:

- “For Deposit Only” stamps if needed.
- Various supplies, such as coin wrappers, bill bands, coin envelopes and deposit bags, and night deposit bags, if so required, at no cost to the Town.
- Reimbursement to the Town for payroll and/or accounts payable checks.
- Deposit slips pre-printed with account name and numbers.

The Bank agrees to the above requirement. The Bank will cover the Town’s costs for the first year’s supply of checks (or up to a total of \$750 over the life of the contract).

NSF Items

Bank will make one additional attempt to collect a deposited check returned because of insufficient funds. Checks remaining uncollectible after this attempt will be returned to the Town for processing.

RESPONSE: Returned deposit items are processed daily, and a notice of the returned item and a copy of the original item is mailed the same day. ACH returns and correction notifications are also mailed same day. Any other miscellaneous deposit adjustments that may occur will be processed and notice mailed the following business day. Sweep transfer notices are processed next-day by our third party processor and would be mailed to the Town directly. Generally, the initial amount, adjusted amount, date of original transaction and any copies of original documentation will be provided in all circumstances.

Items returned for NSF are automatically re-deposited once, for a total of two deposits per item. After a second return, the depositing account is debited and a Return Item Notification will be mailed. The letter contains information regarding the banking center that received the deposit (if applicable), the account number that received the deposit, the date and total of the initial deposit and the total debited back. If a deposit ticket was submitted with the NSF item, the ticket information may be available upon request. NSF items are reported daily, and a return item notification is mailed the same day as the item is reported.

ACH returns are handled differently than paper check returns. Notifications are the same as check returns, but clients can make corrections to complete the ACH for resubmittal.

With check returns, copies are mailed to the client and have access to electronic images. Images are available as soon as the Bank receives the information about the return.

The Bank will waive fees for all returned items.

Overdraft Protection

The Town will attempt to ensure funds on deposit are equal to or exceed the gross amount of checks issued. If an unintentional overdraft occurs, all checks presented for payment will be

paid. Since overdrafts will normally arise because of insufficient cleared funds in the account or other unforeseen reason, the TOWN agrees the Bank shall have the right to charge interest at an agreed rate, plus an individual item fee for any overdrafts, as both are shown in the proposal set forth in Exhibit A.

RESPONSE: Northeast Bank will provide overdraft protection on all of the Town's disbursement accounts, including both daylight and overnight overdrafts. Overnight overdraft notifications will be processed the following business day and a bank representative will provide notification of overdraft items paid. You may request setup of an automatic transfer from another account with us to cover your overdrafts. You may choose at any time to not participate in Overdraft Privilege by notifying the Town's Relationship Manager or one of our Customer Service Representatives.

The Bank will waive our overdraft fee (currently \$27 per item) fee, but will review our proposal if overdrafts become frequent (more than two a month).

V. CONTRACT REQUIREMENTS

The Bank's submitted proposal will be the basis for the banking services agreement. No written agreement will be further required by the Town. However, the Town may request a letter of understanding from the awarded bank to further document the bank's commitment to the Town.

RESPONSE: The Bank agrees to meet the above requirements.

Qualified Proposers

The proposing bank will be a Federal or Maine chartered bank and will be a member of the Federal Reserve System with access to all its services. Bank will have adequate organization, facilities, equipment and personnel to provide prompt and efficient service to the Town, including the ability to accept daily deposits. Bank will be in good standing and continual compliance with existing and future enacted laws, rules, and regulations of the United States and the State of Maine related to commercial banking operations.

RESPONSE: The Bank meets the above requirements.

Pricing Proposal

Please provide the Town with all fees and compensating balances associated with municipal banking services.

RESPONSE: The Bank is pleased to waive all fees for services as outlined in our proposal, as well as fees for optional courier services. With all fees being waived, we do not require a compensating balance or account analysis to offset fees.

Contract Period

Town will require a contract period of Six (6) years, to begin October 1, 2023 or sooner.

The contract may be extended with mutual agreement between the Town and the Banking institution. The extension length can be between one and five years depending on the needs of the Town. The Town shall have the authority to continue or stop extensions depending on the needs of the Town.

RESPONSE: The Bank agrees to meet the above requirements.

Modifications

During the contract period, or any extension thereof, the Town reserves the right to renegotiate with the Bank such additions, deletions, or changes as may be necessitated by law or changed circumstances. However, no increase in quoted unit prices will be permitted and additional charges shall be added to items or services in the original proposal that remain unchanged.

RESPONSE: The Bank agrees to meet the above requirements.

Cancellation of Contract

By Notification: Either party may terminate the contract upon giving written notice of at least ninety (90) calendar days. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of the contract.

For Cause: In the event of a breach of the contract by the banking institution or unsatisfactory performance as assessed by the Town Manager, or if the banking institution performs in a manner that precludes the Town from administering its functions in an effective manner, the Town will provide written notice of the breach or unsatisfactory performance. If the banking institution has not been able to remedy the breach or improve performance within thirty (30) days following the written notice, then the Town, with the approval of the Town governing body will upon written notice to the Bank, be authorized to cancel this contract by giving a maximum of thirty (30) days as the final termination date of the contract.

RESPONSE: The Bank agrees to meet the above requirements.

Submittal Statement(s)

Each proposal shall be signed by a person legally authorized to bind the Bank to a contract.

RESPONSE: The Bank agrees to meet the above requirements.

All proposals shall have a statement indicating the proposer has read and understands all conditions as outlined in this RFP. Any exceptions to these conditions will be noted and described in the proposal.

RESPONSE: This statement is to certify that Jason Simcock, SVP, has read and understands all conditions as outlined in this RFP.

All proposals shall also state no person acting for, or employed by the Town has a direct or indirect financial interest in the proposal, or in any portion of the profits which may be derived there from.

RESPONSE: This statement is to certify that no person acting for, or employed by the Town has a direct or indirect financial interest in the proposal, or in any portion of the profits which may be derived there from.

The Town is required to obtain written assurance from the banking institution selected stating they are an equal opportunity employer and lender.

RESPONSE: This statement is to certify that the Bank is an Equal Opportunity Employer and Lender.

Town Decision Process

The Town will make its decision as to which banking institution it will bank with based on the completeness of responses provided from this RFP. The Town will look at all aspects your institution provides the Town including financial cost along with support services.

The Town will evaluate the information provided, including the findings of reference checks conducted, and rates each firm by the following standards:

- Banking Fees
- Cash Management (security features, on-line banking platform, remote deposit, positive pay)
- Deposit rate
- Lending Services
- Government Banking Experience
- Other Services (like credit cards, online payments, trust)
- Courier Service

The Town reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items when it is in the best interest of the Town. During the evaluation process, the Town reserves the right to request additional information or clarifications.

In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after the award of the bid, the Town may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly.

RESPONSE: The Bank agrees to meet the above requirements.



Town of
North Yarmouth
M A I N E

APPENDIX

Banking RFP Exhibit A
Implementation Plan
Availability of Funds Schedule
ICS Information Brochure



Exhibit A: Services Cost Analysis

Please provide unit and annual costs in the spaces provided.

Bank Service	Unit Cost	Annual Cost
Account Maintenance:		
Cash Management Account	\$0	\$0
Zero Balance Account	\$0	\$0
Sweep Investment Account	\$0	\$0
Items Deposited:		
Branch Deposits	\$0	\$0
Number of Items Deposited	\$0	\$0
Checks Paid	\$0	\$0
Payroll Direct Deposit	\$0	\$0
Stop Payments	\$0	\$0
Redeposited Checks	\$0	\$0
Returned Checks	\$0	\$0
Wires Incoming	\$0	\$0
Wires Outgoing	\$0	\$0
Coin Deposited (total \$ amount)	\$0	\$0
Currency Deposited (total \$ amount)	\$0	\$0
ACH Transactions:		
Incoming	\$0	\$0
Outgoing	\$0	\$0
Service Costs:		
ACH Transmission	\$0	\$0
ACH Maintenance	\$0	\$0
PC Connection	\$0	\$0
PC Maintenance	\$0	\$0
Banking Supplies	\$0	\$0
Other:		
Positive Pay Services	\$0	\$0
ACH Filter/Block Services	\$0	\$0
Remote Deposit Services	\$0	\$0
Courier Service	\$0	\$0
Total Estimated Annual Cost	\$0	\$0
Average Monthly Cost (Total/12)	\$0	\$0
Required Monthly Compensating Balance	\$0	\$0
Interest Rates	5.33% APR Indexed to EFFR	
Money Market Rates	Same as Sweep	
Short Term Investments Rates	CDARS 6 month 5.35% APR	

FUNDS AVAILABILITY DISCLOSURE

Your Ability to Withdraw Funds

The purpose of this schedule is to describe Northeast Bank's check hold policy for transaction accounts. The bank's objective is to make funds available as expeditiously as good business practices mandate. The availability of funds from your check deposits will be delayed as allowable by regulation and as described within this schedule. During the delay, you may not withdraw the funds in cash, and we reserve the right not to pay these checks that you have written against these funds.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from cash deposits, electronic direct deposits (ACH), checks drawn on Northeast Bank if funds are available in the account and wire transfers to your account will be available on the day we receive the deposit. If you make a cash deposit to your account in person at a staffed teller station during any business day the funds will be available on the day we receive the deposit. The first \$100.00 of a deposit made at an ATM will be available the same business day, the remaining amount of the deposit will be available the next business day.

Next-Day Availability

Funds from your deposits received in person at a staffed teller station during a business day will be available by the first (1st) business day after the day we receive the deposit. Deposits that you mail to us will be considered deposited on the day we receive the deposit. Deposits that you place in a night depository after 8:30am will be considered deposited on the next business day. Deposits placed in an ATM after 3:00pm will be considered deposited on the next business day.

Interest on Deposits

For interest bearing checking accounts, interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (for example checks).

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,525 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account six times or more in the last six months
- There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day for checks.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier, certified, teller, travelers and federal, state, and local government checks will be available on the first (1st)

FUNDS AVAILABILITY DISCLOSURE

business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

Hold on Other Funds

If we cash a check for you that is drawn on another bank, we may withhold the availability of corresponding amount of funds that are already in your account. Those funds in your account will be available two (2) business days after the day the check is cashed.

Checks Returned Subsequent to Funds Being Made Available

If a check you deposited to your account is returned to us unpaid after the funds have been made available to you, the amount of the check will be charged to your account. If there are not sufficient funds in your account to cover the amount of the check, we reserve the right to demand payment directly from you and to charge you a non-sufficient funds fee. This fee is listed in our Schedules of Fees.

Checks Drawn on Financial Institution Outside of the United States

We reserve the right to send any checks drawn on a foreign financial institution (including Canadian institutions) for collection. For each item sent for collection, we will assess a collection fee (as listed in our Schedule of Fees) plus any collection charges assessed to us by the financial institution that processed the item. Funds from checks sent for collection will be available when credit is received from our correspondent bank.

Check 21 Substitute Check Policy Discloser

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." A substitute check is a reproduction (front and back) of the original check and includes all the information contained on the original check. The substitute check will be similar in size to the original check but will contain a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. A substitute check is subject to the federal and state laws that apply to the original check. Some or all the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

Customer Rights Regarding Substitute Checks

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within

FUNDS AVAILABILITY DISCLOSURE

10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we are later able to demonstrate that the substitute check was correctly posted to your account.

Claim of Refund

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact Customer Care at 800-284-5989, option 1 or visit your local branch. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time if you were not able to make a timely claim because of extraordinary circumstances.

Claim must be in writing and include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect).
- An estimate of the amount of your loss.
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss.
- A copy of the substitute check (and/or) the following information to help us identify the substitute check:
 - Check Number**
 - Name of person to whom you wrote the check**
 - Check Amount**
 - Check Date**

Mail the information to the address below or drop it off at your local Branch.

Northeast Bank
PO Box 2017
Lewiston, ME 04241

Peace of mind, simplicity, and returns.

IntraFi Network Deposits (formerly known as ICS® and CDARS®) is a smart, secure, and convenient way to safeguard large deposits placed into demand deposit accounts, money market deposit accounts, or CDs.

With IntraFi Network Deposits, you can access multi-million-dollar FDIC insurance and earn interest, all through a single bank relationship.

Who can use IntraFi Network Deposits?

- Businesses of all sizes
- Nonprofits
- Government finance officers
- Fiduciaries
- Other large-dollar depositors

Contact us today.



Member
FDIC

Placement of funds through IntraFi Network Deposits is subject to the terms, conditions, and disclosures in the program agreements, including the Deposit Placement Agreement ("DPA"). Limits apply, and customer eligibility criteria may apply. Program withdrawals may be limited to six per month for funds placed in MMDAs. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before settlement for a deposit or after settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of IntraFi Network Deposits satisfies those restrictions. Network Deposits and the IntraFi hexagon are service marks, and IntraFi, the IntraFi logo, ICS, and CDARS are registered service marks, of IntraFi Network LLC.



Formerly CDARS® and ICS®



Peace of mind, flexibility, and returns.

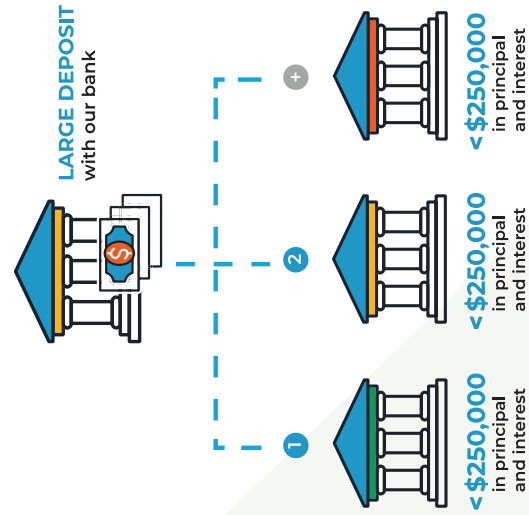
Access multi-million-dollar FDIC insurance and earn interest, all through a single bank relationship.

How does it work?

We, like other institutions that offer IntraFi Network Deposits, are members of a special network. When you place a large deposit with our bank using IntraFi Network Deposits, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at other FDIC-insured banks that participate in the same network.

By working directly with our bank, you can access multi-million-dollar FDIC insurance from many banks and enjoy the convenience of receiving just one statement for demand and savings placements and one for CDs.

As always, your confidential information is protected.



Why IntraFi® Network DepositsSM?



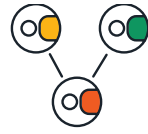
PEACE OF MIND

Make funds eligible for protection that extends well beyond \$250,000 and that is backed by the full faith and credit of the federal government. No one has ever lost a penny of FDIC-insured deposits.



INTEREST

Put excess cash balances to work by placing funds into demand deposit accounts (using the demand option), money market deposit accounts (using the savings option), or CDs (using the CD option) at rates set by us.



COMMUNITY INVESTMENT

Feel good knowing that the full amount of funds placed through IntraFi Network Deposits can support local lending opportunities that build a stronger community.¹



LIQUIDITY

Maintain access to your funds placed in demand deposit accounts and money market deposit accounts. With CD placements, select from multiple term options to meet your liquidity needs.



TIME SAVINGS

Work directly with us—a bank you know and trust—to access multi-million-dollar FDIC insurance, and say goodbye to tracking collateral on an ongoing basis, managing multiple bank relationships, manually consolidating bank statements, and other time-consuming workarounds.

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other banks that offer IntraFi Network Deposits, our bank can use the full amount of a deposit placed through IntraFi Network Deposits for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other banks. Under these circumstances, deposited funds would not be available for local lending.

Banking - Borrowing Quote	Amount	5 YR	7 YR	10 YR
The First	\$750,000.00	5.53%	5.68%	5.78%
	With Deposits	5.25%	5.35%	5.59%
	\$570,000.00	5.53%	5.68%	5.78%
	With Deposits	5.25%	5.35%	5.59%
Androscoggin Bak	\$750,000.00	6.24%	6.26%	6.27%
	With Deposits	6.04%	6.06%	6.07%
	\$570,000.00	6.24%	6.26%	6.27%
	With Deposits	6.04%	6.06%	6.07%
Norway Savings bank	\$750,000.00	5.69%	5.69%	5.69%
	\$570,000.00	5.69%	5.69%	5.69%



102 Main Street
P.O. Box 258
Bar Harbor, ME 04609
Phone: 207.288.3341 Ext: 2469
Fax: 207.288.2451
Email: tony.mckim@thefirst.com

August 30, 2023

Town of North Yarmouth
Attn: Diane Barnes, Town Manager
10 Village Square Road
North Yarmouth ME 04097

Dear Ms. Barnes:

Thank you for the opportunity to provide this commitment letter for a General Obligation Bond to finance the purchase of a new fire apparatus for the Town of North Yarmouth in the amount of \$750,000.00. The Note is offered subject to the following conditions:

1. ISSUE DATE: On or about October 15, 2023.
2. MATURITY: Principal and interest will be payable over one of the following term options:
 - a) A five (5)-year term, with maturity on October 15, 2028.
 - b) A seven (7)-year term, with maturity on October 15, 2030.
 - c) A ten (10)-year term, with maturity on October 15, 2033.
3. INTEREST RATE WITH DEPOSIT RELATIONSHIP: If the Town establishes a substantial deposit relationship with First National Bank, the rate of interest will be fixed for the corresponding repayment term at the following rates, based upon a 360-day year, with funds to be made available as a lump sum on the date of issue:
 - a) For the five (5)-year term, the interest will be fixed at **5.25%**.
 - i. The resulting annual payment amount is approximately **\$174,808.87**.
 - ii. The resulting total interest is approximately **\$124,044.35**.
 - b) For the seven (7)-year term, the interest will be fixed at **5.35%**.
 - i. The resulting annual payment amount is approximately **\$131,640.69**.
 - ii. The resulting total interest is approximately **\$171,484.83**.
 - c) For the ten (10)-year term, the interest will be fixed at **5.59%**.
 - i. The resulting annual payment amount is approximately **\$100,327.40**.
 - ii. The resulting total interest is approximately **\$253,274.00**.

4. INTEREST RATE WITHOUT DEPOSIT RELATIONSHIP: If the Town does not establish a substantial deposit relationship with First National Bank, the rate of interest will be fixed for the corresponding repayment term at the following rates, based upon a 360-day year, with funds to be made available as a lump sum on the date of issue:
 - a) For the five (5)-year term, the interest will be fixed at **5.53%**.
 - i. The resulting annual payment amount is approximately **\$176,177.24**.
 - ii. The resulting total interest is approximately **\$130,886.20**.
 - b) For the seven (7)-year term, the interest will be fixed at **5.68%**.
 - i. The resulting annual payment amount is approximately **\$133,229.59**.
 - ii. The resulting total interest is approximately **\$182,607.13**.
 - c) For the ten (10)-year term, the interest will be fixed at **5.78%**.
 - i. The resulting annual payment amount is approximately **\$101,253.40**.
 - ii. The resulting total interest is approximately **\$262,534.00**.
5. DENOMINATION: There will be one (1) Note issued in the denomination of Seven Hundred Fifty Thousand Dollars (\$750,000.00).
6. PREPAYMENT PROVISION: The Note may be prepaid at any time after October 15, 2023, without penalty.
7. FEES: Waived.
8. LEGAL OPINION: This commitment is subject to a legal opinion from bond counsel acceptable to the Bank, the cost of which will be borne by the Town. The opinion must include a statement that the Bond represents a valid and binding obligation of the issuer and further that the Bond is a "qualified tax-exempt obligation."
9. CONFIRMATIONS: The Town must confirm in writing that:
 - a) The anticipated total tax-exempt borrowings for 2023 will not exceed \$10,000,000; and
 - b) The Town will comply with all aspects of the Tax Reform Act of 1986, as amended, including all provisions relating to arbitrage and rebate.
10. SUBMISSION OF FINANCIAL STATEMENTS: The Town will provide the Bank with year-end audited financial statements within one hundred fifty (150) days of the Town's fiscal year-end. Such statements are to be prepared by an independent certified public accountant.

This commitment shall expire if it is not accepted in writing by a qualified officer of the Borrower by 5:00 P.M. on October 9, 2023. Five (5) business days shall be required to prepare for a closing. Should you require any further information, please feel free to contact me as listed above. Again, thank you for allowing **First National Bank** to participate in this bid.

Very Truly Yours,



Tony C. McKim,
President & Chief Executive Officer

AGREED TO ON BEHALF OF TOWN OF NORTH YARMOUTH

With Deposit Relationship ___ or Without Deposit Relationship ___

Term Option: _____

Date: _____

By: _____

Print Name: _____

Its: _____



102 Main Street
P.O. Box 258
Bar Harbor, ME 04609
Phone: 207.288.3341 Ext: 2469
Fax: 207.288.2451
Email: tony.mckim@thefirst.com

August 30, 2023

Town of North Yarmouth
Attn: Diane Barnes, Town Manager
10 Village Square Road
North Yarmouth ME 04097

Dear Ms. Barnes:

Thank you for the opportunity to provide this commitment letter for a General Obligation Bond to finance the purchase of a new fire apparatus for the Town of North Yarmouth in the amount of \$570,000.00. The Note is offered subject to the following conditions:

1. ISSUE DATE: On or about October 15, 2023.
2. MATURITY: Principal and interest will be payable over one of the following term options:
 - a) A five (5)-year term, with maturity on October 15, 2028.
 - b) A seven (7)-year term, with maturity on October 15, 2030.
 - c) A ten (10)-year term, with maturity on October 15, 2033.
3. INTEREST RATE WITH DEPOSIT RELATIONSHIP: If the Town establishes a substantial deposit relationship with First National Bank, the rate of interest will be fixed for the corresponding repayment term at the following rates, based upon a 360-day year, with funds to be made available as a lump sum on the date of issue:
 - a) For the five (5)-year term, the interest will be fixed at **5.25%**.
 - i. The resulting annual payment amount is approximately **\$132,854.74**.
 - ii. The resulting total interest is approximately **\$94,273.70**.
 - b) For the seven (7)-year term, the interest will be fixed at **5.35%**.
 - i. The resulting annual payment amount is approximately **\$100,046.92**.
 - ii. The resulting total interest is approximately **\$130,328.44**.
 - c) For the ten (10)-year term, the interest will be fixed at **5.59%**.
 - i. The resulting annual payment amount is approximately **\$76,248.82**.
 - ii. The resulting total interest is approximately **\$192,488.20**.

4. INTEREST RATE WITHOUT DEPOSIT RELATIONSHIP: If the Town does not establish a substantial deposit relationship with First National Bank, the rate of interest will be fixed for the corresponding repayment term at the following rates, based upon a 360-day year, with funds to be made available as a lump sum on the date of issue:
 - a) For the five (5)-year term, the interest will be fixed at **5.53%**.
 - i. The resulting annual payment amount is approximately **\$133,894.71**.
 - ii. The resulting total interest is approximately **\$99,473.55**.
 - b) For the seven (7)-year term, the interest will be fixed at **5.68%**.
 - i. The resulting annual payment amount is approximately **\$101,254.49**.
 - ii. The resulting total interest is approximately **\$138,781.43**.
 - c) For the ten (10)-year term, the interest will be fixed at **5.78%**.
 - i. The resulting annual payment amount is approximately **\$76,952.59**.
 - ii. The resulting total interest is approximately **\$199,525.90**.
5. DENOMINATION: There will be one (1) Note issued in the denomination of Five Hundred Seventy Thousand Dollars (\$570,000.00).
6. PREPAYMENT PROVISION: The Note may be prepaid at any time after October 15, 2023, without penalty.
7. FEES: Waived.
8. LEGAL OPINION: This commitment is subject to a legal opinion from bond counsel acceptable to the Bank, the cost of which will be borne by the Town. The opinion must include a statement that the Bond represents a valid and binding obligation of the issuer and further that the Bond is a "qualified tax-exempt obligation."
9. CONFIRMATIONS: The Town must confirm in writing that:
 - a) The anticipated total tax-exempt borrowings for 2023 will not exceed \$10,000,000; and
 - b) The Town will comply with all aspects of the Tax Reform Act of 1986, as amended, including all provisions relating to arbitrage and rebate.
10. SUBMISSION OF FINANCIAL STATEMENTS: The Town will provide the Bank with year-end audited financial statements within one hundred fifty (150) days of the Town's fiscal year-end. Such statements are to be prepared by an independent certified public accountant.

This commitment shall expire if it is not accepted in writing by a qualified officer of the Borrower by 5:00 P.M. on October 9, 2023. Five (5) business days shall be required to prepare for a closing. Should you require any further information, please feel free to contact me as listed above. Again, thank you for allowing **First National Bank** to participate in this bid.

Very Truly Yours,



Tony C. McKim,
President & Chief Executive Officer

AGREED TO ON BEHALF OF TOWN OF NORTH YARMOUTH

With Deposit Relationship ___ or Without Deposit Relationship ___

Term Option: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Town of North Yarmouth, \$570,000, 10-year term w-no deposits

Compounding Period: Exact Days

Nominal Annual Rate: 5.780%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2023	570,000.00	1		
2 Payment	10/15/2024	76,952.59	10	Annual	10/15/2033

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2023				570,000.00
2023 Totals	0.00	0.00	0.00	
1 10/15/2024	76,952.59	33,495.10	43,457.49	526,542.51
2024 Totals	76,952.59	33,495.10	43,457.49	
2 10/15/2025	76,952.59	30,856.85	46,095.74	480,446.77
2025 Totals	76,952.59	30,856.85	46,095.74	
3 10/15/2026	76,952.59	28,155.52	48,797.07	431,649.70
2026 Totals	76,952.59	28,155.52	48,797.07	
4 10/15/2027	76,952.59	25,295.87	51,656.72	379,992.98
2027 Totals	76,952.59	25,295.87	51,656.72	
5 10/15/2028	76,952.59	22,329.65	54,622.94	325,370.04
2028 Totals	76,952.59	22,329.65	54,622.94	
6 10/15/2029	76,952.59	19,067.59	57,885.00	267,485.04
2029 Totals	76,952.59	19,067.59	57,885.00	
7 10/15/2030	76,952.59	15,675.37	61,277.22	206,207.82
2030 Totals	76,952.59	15,675.37	61,277.22	
8 10/15/2031	76,952.59	12,084.35	64,868.24	141,339.58
2031 Totals	76,952.59	12,084.35	64,868.24	
9 10/15/2032	76,952.59	8,305.58	68,647.01	72,692.57
2032 Totals	76,952.59	8,305.58	68,647.01	
10 10/15/2033	76,952.59	4,260.02	72,692.57	0.00

Town of North Yarmouth, \$570,000, 10-year term w-no deposits

	Date	Payment	Interest	Principal	Balance
2033 Totals		76,952.59	4,260.02	72,692.57	
Grand Totals		769,525.90	199,525.90	570,000.00	

Last interest amount increased by 0.03 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.866%	\$199,525.90	\$570,000.00	\$769,525.90

Town of North Yarmouth, \$570,000, 7-year term w-no deposits

Compounding Period: Exact Days

Nominal Annual Rate: 5.680%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2023	570,000.00	1		
2 Payment	10/15/2024	101,254.49	7	Annual	10/15/2030

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2023				570,000.00
2023 Totals	0.00	0.00	0.00	
1 10/15/2024	101,254.49	32,915.60	68,338.89	501,661.11
2024 Totals	101,254.49	32,915.60	68,338.89	
2 10/15/2025	101,254.49	28,890.11	72,364.38	429,296.73
2025 Totals	101,254.49	28,890.11	72,364.38	
3 10/15/2026	101,254.49	24,722.72	76,531.77	352,764.96
2026 Totals	101,254.49	24,722.72	76,531.77	
4 10/15/2027	101,254.49	20,315.34	80,939.15	271,825.81
2027 Totals	101,254.49	20,315.34	80,939.15	
5 10/15/2028	101,254.49	15,697.03	85,557.46	186,268.35
2028 Totals	101,254.49	15,697.03	85,557.46	
6 10/15/2029	101,254.49	10,726.99	90,527.50	95,740.85
2029 Totals	101,254.49	10,726.99	90,527.50	
7 10/15/2030	101,254.49	5,513.64	95,740.85	0.00
2030 Totals	101,254.49	5,513.64	95,740.85	
Grand Totals	708,781.43	138,781.43	570,000.00	

Last interest amount increased by 0.03 due to rounding.

Town of North Yarmouth, \$570,000, 7-year term w-no deposits

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.765%	\$138,781.43	\$570,000.00	\$708,781.43

Town of North Yarmouth, \$570,000, 5-year term w-no deposits

Compounding Period: Exact Days

Nominal Annual Rate: 5.530%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2023	570,000.00	1		
2 Payment	10/15/2024	133,894.71	5	Annual	10/15/2028

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2023				570,000.00
2023 Totals	0.00	0.00	0.00	
1 10/15/2024	133,894.71	32,046.35	101,848.36	468,151.64
2024 Totals	133,894.71	32,046.35	101,848.36	
2 10/15/2025	133,894.71	26,248.35	107,646.36	360,505.28
2025 Totals	133,894.71	26,248.35	107,646.36	
3 10/15/2026	133,894.71	20,212.83	113,681.88	246,823.40
2026 Totals	133,894.71	20,212.83	113,681.88	
4 10/15/2027	133,894.71	13,838.91	120,055.80	126,767.60
2027 Totals	133,894.71	13,838.91	120,055.80	
5 10/15/2028	133,894.71	7,127.11	126,767.60	0.00
2028 Totals	133,894.71	7,127.11	126,767.60	
Grand Totals	669,473.55	99,473.55	570,000.00	

Last interest amount increased by 0.02 due to rounding.

Town of North Yarmouth, \$570,000, 5-year term w-no deposits

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.613%	\$99,473.55	\$570,000.00	\$669,473.55

Town of North Yarmouth, \$750,000, 10-year term w-no deposits

Compounding Period: Exact Days

Nominal Annual Rate: 5.780%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2023	750,000.00	1		
2 Payment	10/15/2024	101,253.40	10	Annual	10/15/2033

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2023				750,000.00
2023 Totals	0.00	0.00	0.00	
1 10/15/2024	101,253.40	44,072.50	57,180.90	692,819.10
2024 Totals	101,253.40	44,072.50	57,180.90	
2 10/15/2025	101,253.40	40,601.12	60,652.28	632,166.82
2025 Totals	101,253.40	40,601.12	60,652.28	
3 10/15/2026	101,253.40	37,046.73	64,206.67	567,960.15
2026 Totals	101,253.40	37,046.73	64,206.67	
4 10/15/2027	101,253.40	33,284.04	67,969.36	499,990.79
2027 Totals	101,253.40	33,284.04	67,969.36	
5 10/15/2028	101,253.40	29,381.13	71,872.27	428,118.52
2028 Totals	101,253.40	29,381.13	71,872.27	
6 10/15/2029	101,253.40	25,088.93	76,164.47	351,954.05
2029 Totals	101,253.40	25,088.93	76,164.47	
7 10/15/2030	101,253.40	20,625.48	80,627.92	271,326.13
2030 Totals	101,253.40	20,625.48	80,627.92	
8 10/15/2031	101,253.40	15,900.46	85,352.94	185,973.19
2031 Totals	101,253.40	15,900.46	85,352.94	
9 10/15/2032	101,253.40	10,928.40	90,325.00	95,648.19
2032 Totals	101,253.40	10,928.40	90,325.00	
10 10/15/2033	101,253.40	5,605.21	95,648.19	0.00

Town of North Yarmouth, \$750,000, 10-year term w-no deposits

	Date	Payment	Interest	Principal	Balance
2033 Totals		101,253.40	5,605.21	95,648.19	
Grand Totals		1,012,534.00	262,534.00	750,000.00	

Last interest amount decreased by 0.04 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.866%	\$262,534.00	\$750,000.00	\$1,012,534.00

Town of North Yarmouth, \$750,000, 7-year term w-no deposits

Compounding Period: Exact Days

Nominal Annual Rate: 5.680%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2023	750,000.00	1		
2 Payment	10/15/2024	133,229.59	7	Annual	10/15/2030

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2023				750,000.00
2023 Totals	0.00	0.00	0.00	
1 10/15/2024	133,229.59	43,310.00	89,919.59	660,080.41
2024 Totals	133,229.59	43,310.00	89,919.59	
2 10/15/2025	133,229.59	38,013.30	95,216.29	564,864.12
2025 Totals	133,229.59	38,013.30	95,216.29	
3 10/15/2026	133,229.59	32,529.90	100,699.69	464,164.43
2026 Totals	133,229.59	32,529.90	100,699.69	
4 10/15/2027	133,229.59	26,730.71	106,498.88	357,665.55
2027 Totals	133,229.59	26,730.71	106,498.88	
5 10/15/2028	133,229.59	20,653.99	112,575.60	245,089.95
2028 Totals	133,229.59	20,653.99	112,575.60	
6 10/15/2029	133,229.59	14,114.46	119,115.13	125,974.82
2029 Totals	133,229.59	14,114.46	119,115.13	
7 10/15/2030	133,229.59	7,254.77	125,974.82	0.00
2030 Totals	133,229.59	7,254.77	125,974.82	
Grand Totals	932,607.13	182,607.13	750,000.00	

Last interest amount increased by 0.02 due to rounding.

Town of North Yarmouth, \$750,000, 7-year term w-no deposits

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.765%	\$182,607.13	\$750,000.00	\$932,607.13

Town of North Yarmouth, \$750,000, 5-year term w-no deposits

Compounding Period: Exact Days

Nominal Annual Rate: 5.530%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	10/15/2023	750,000.00	1		
2 Payment	10/15/2024	176,177.24	5	Annual	10/15/2028

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/15/2023				750,000.00
2023 Totals	0.00	0.00	0.00	
1 10/15/2024	176,177.24	42,166.25	134,010.99	615,989.01
2024 Totals	176,177.24	42,166.25	134,010.99	
2 10/15/2025	176,177.24	34,537.31	141,639.93	474,349.08
2025 Totals	176,177.24	34,537.31	141,639.93	
3 10/15/2026	176,177.24	26,595.83	149,581.41	324,767.67
2026 Totals	176,177.24	26,595.83	149,581.41	
4 10/15/2027	176,177.24	18,209.09	157,968.15	166,799.52
2027 Totals	176,177.24	18,209.09	157,968.15	
5 10/15/2028	176,177.24	9,377.72	166,799.52	0.00
2028 Totals	176,177.24	9,377.72	166,799.52	
Grand Totals	880,886.20	130,886.20	750,000.00	

Last interest amount decreased by 0.03 due to rounding.

Town of North Yarmouth, \$750,000, 5-year term w-no deposits

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.613%	\$130,886.20	\$750,000.00	\$880,886.20

INVITATION TO BID

Sealed bids in envelope plainly marked PARTIAL ROOF REPLACEMENT OF NORTH YARMOUTH FIRE AND RESCUE, and addressed to Ms. Diane Barnes, Town Manager, Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine 04097, will be received until 2:00 P.M. on Tuesday, August 29, 2023.

The work consists of replacing approx. 28 squares of standing seam metal roofing with a new PVC roof system at 463 Walnut Hill Road, North Yarmouth, Maine.

A NON-MANDATORY PRE-BID conference will be held at 463 Walnut Hill Road, North Yarmouth, Maine 04097, on Tuesday, August 15, 2023, at 10:00 a.m..

Bids shall be submitted on the form provided in the bid documents. The Owner reserves the right to waive all formalities and to reject any and all bids or to accept any bid.

The successful bidder shall furnish insurance certificates of all as further set forth in the AIA contract form:

**TYPE: Workman's Compensation
AMOUNT: Statutory**

TYPE: PUBLIC LIABILITY:

Personal Injury	Property Damage
AMOUNT: \$1,000,000.00	\$1,000,000.00

**TYPE: Automobile
AMOUNT: \$1,000,000.00**

Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine, 04097, shall be named as additional insured. Town of North Yarmouth shall receive a 30-day notice prior to cancellation of insurance.

Town of North Yarmouth reserves the right to reject any or all bids, to waive any irregularity in the bids and in the bidding, to accept any Bid that it may deem to be in its best interest, to negotiate the Contract Price with any bidder and to omit any item or items deemed advisable for its best interest.

INSTRUCTION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract documents include the following:

Invitation to Bid	1 Page
Instruction to Bidders	2 Pages
Form of Proposal	1 Page
Contract	8 Pages
Specifications	4 Page
Drawings	8 Pages

Complete sets of bidding documents shall be used in preparing bids. Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK:

Before submitting a bid, each bidder shall:

- a. Examine the contract documents thoroughly;
- b. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work;
- c. Familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
- d. Study and carefully correlate bidder's observations with the contract documents.

3. PAYMENTS TO CONTRACTOR:

Progress payments will be made to the contractor during construction. The Owner may retain five per cent (5%) of each payment due the contractor as security for the fulfillment of the contract by the contractor.

4. BID FORM:

The form of proposal is attached hereto. Bid forms to be typed on Contractor's letterhead. The bid price must be stated in words and numerals; in case of conflict, words will take precedence.

5. CONTRACT FORM:

The eighth edition of AIA Document "Standard Form of Agreement between Owner and Contractor" where payment is a stipulated sum will be used. Form is a part of these specifications.

6. SUMMARY OF WORK:

The Work of the Contract is as described in the Contract Documents. This work can be summarized as follows:

Bid: Partial Roof Replacement of North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine 04097.

7. COMPLETION:

The work under this contract to be completed by the date stated on the contractor's bid form.

8. OTHER CONSIDERATIONS:

Contractor to provide and maintain a portable toilet for the duration of the project. The Owner must approve the location prior to delivery.

Bid Opening
Fire Department-Roofing Project
Tuesday, August 29, 2023
Town Manager's Office
2:30PM

Present: Diane Barnes, Town Manager
Greg Payson, Fire Chief
Walter Barschdorf, Independent Roof Services

The following bids were received and publicly opened at 2:30 pm:

- | | |
|---|-----------|
| 1. Triumph Roofing, Inc
Baldwinville, MA 04136 | \$134,000 |
| 2. HBC Bros. Co.
Lewiston, ME 04243 | \$ 92,500 |
| 3. Kevin W. Smith & Son, Inc.
Standish, ME 04084 | \$ 88,000 |
| 4. SMR, Inc
Portland, ME 04104 | \$ 69,856 |
| 5. LGR 1, Inc
Lowell, MA 01852 | \$ 63,000 |

Triumph Roofing, Inc.
46 Elm St. Unit 3
Baldwinville, MA 01436
Triumphroofinginc@yahoo.com
(978) 652-0448

PROPOSAL FORM
BID FOR THE PARTIAL ROOF REPLACEMENT
OF NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE

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

A. Having carefully examined the Form of Contract, General Conditions and Plans and Specifications dated August 4, 2023, prepared by Independent Roof Services, Inc. for the Partial Roof Replacement of the North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, as well as the premises and conditions affecting the Work, we the undersigned

propose to furnish all Labor, Equipment and Material necessary for and reasonably incidental to

the construction and completion of the Work required by the Contract Documents for the amount

of:

Bid: One hundred thirty-four ^{thousand} Dollars (\$134,000.00)

B. This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. N/A, Dated _____

Addendum No. N/A, Dated _____

C. The undersigned agrees, if awarded the Contract, to complete the entire project on or before

12/31/2023.

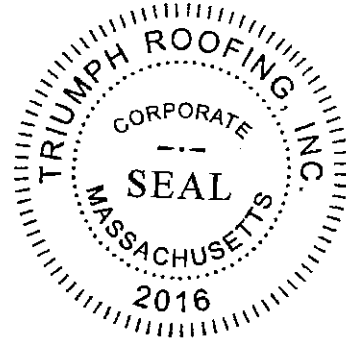
Submitted by: Triumph Roofing Inc

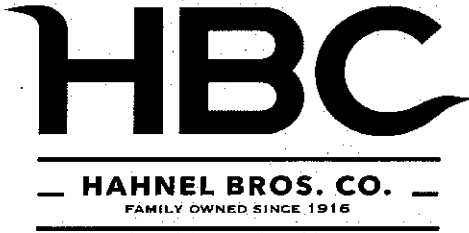
(Company name)

(CORPORATE SEAL) Title: Project Executive

Signature: 

Date: 08/24/2023





LEWISTON DIVISION
46 STRAWBERRY AVE • P.O. BOX 1160 • LEWISTON,
MAINE 04243
(207) 784-6477 • FAX (207) 782-9859

BANGOR DIVISION
219 PERRY ROAD • BANGOR, MAINE 04401
(207) 945-6476 • FAX (207) 945-0129

PROPOSAL FORM
BID FOR THE PARTIAL ROOF REPLACEMENT
OF NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE
(On Contractor's Letterhead)

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

A. Having carefully examined the Form of Contract, General Conditions and Plans and Specifications dated August 4, 2023, prepared by Independent Roof Services, Inc. for the Partial Roof Replacement of the North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment and Material necessary for and reasonably incidental to the construction and completion of the Work required by the Contract Documents for the amount of:

Bid: NINETY-TWO THOUSAND FIVE HUNDRED Dollars (\$92,500.00)

B. This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. N/A, Dated _____
Addendum No. _____, Dated _____

C. The undersigned agrees, if awarded the Contract, to complete the entire project on or before 30 APRIL 2024.

Submitted by: JOHN A FERLAND - HAHNEL BROS CO
(Company name)
(CORPORATE SEAL) Title: VICE PRESIDENT & GENERAL MANAGER
Signature: *John A Ferland*
Date: 28 AUGUST 2023

KEVIN W. SMITH & SON, INC.

580 RICHVILLE RD, STANDISH, ME 04084

PHONE: 207.642.1015

FAX: 866.964.9333

PROPOSAL FORM
BID FOR THE PARTIAL ROOF REPLACEMENT
OF NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE

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

A. Having carefully examined the Form of Contract, General Conditions and Plans and Specifications dated August 4, 2023, prepared by Independent Roof Services, Inc. for the Partial Roof Replacement of the North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment and Material necessary for and reasonably incidental to the construction and completion of the Work required by the Contract Documents for the amount of:

Bid: Eighty-eight thousand dollars and zero cents Dollars (\$ 88,000.00)

B. This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. n/a, Dated _____
Addendum No. _____, Dated _____

C. The undersigned agrees, if awarded the Contract, to complete the entire project ^{project} by May 31, 2024.

Submitted by: Kevin W. Smith & Son, Inc.
(Company name)

(CORPORATE SEAL)

Title: Gabrielle Smith Bird, Vice President

Signature: Gabrielle Smith Bird

Date: August 29, 2023



Steve McBrady Roofing
P.O. Box 10308, Portland, Maine 04104
Tel. (207) 883-1247 Fax (207) 883-1251

BID FOR THE PARTIAL ROOF REPLACEMENT
OF NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE

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

A. Having carefully examined the Form of Contract, General Conditions and Plans and Specifications dated August 4, 2023, prepared by Independent Roof Services, Inc. for the Partial Roof Replacement of the North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment and Material necessary for and reasonably incidental to the construction and completion of the Work required by the Contract Documents for the amount of:

Sixty-NINE THOUSAND EIGHT

Bid: *HUNDRED AND FIFTY SIX* Dollars (\$ *69856.09*)

B. This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. *N/A*, Dated _____
Addendum No. _____, Dated _____

C. The undersigned agrees, if awarded the Contract, to complete the entire project on or before *November 20 2023*

(CORPORATE SEAL) Submitted by: *SMR INC.*
(Company name)
Title: *Stephen McBrady president*
Signature: *[Signature]*
Date: *8/29/23*

Call 978-428-4065
lgr1inc@gmail.com
Website: lgr1.net



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

A. Having carefully examined the Form of Contract, General Conditions and Plans and Specifications dated August 4, 2023, prepared by Independent Roof Services, Inc. for the Partial Roof Replacement of the North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment and Material necessary for and reasonably incidental to the construction and completion of the Work required by the Contract Documents for the amount of:

Bid: SIXTY-THREE THOUSAND Dollars (\$ 63,000.00)

B. This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

C. The undersigned agrees, if awarded the Contract, to complete the entire project on or before 60 DAYS.

(CORPORATE SEAL)

Submitted by: _____

Title: _____

Signature: _____

Date: _____

LGR 1 INC
GEORGE J. RICCIARDI PRESIDENT
8/26/23

DESANCTIS INSURANCE AGENCY, INC.

Phone: (781) 935-8480
Fax: (781) 933-5645

100 Unicorn Park Drive
Woburn, Massachusetts 01801

January 27, 2021

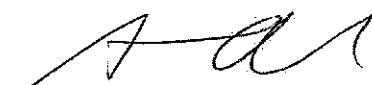
RE: **LGR 1, Inc., Lowell, MA**

To Whom It May Concern:

Please be advised that the DeSanctis Insurance Agency, Inc. has established a general bonding line of credit for the above captioned with the Western Surety Company. The general bonding parameters presently in place are \$2,000,000.00 per single job and \$3,000,000.00 total uncompleted work program.

These levels are not to be considered an absolute maximum program and the Surety reserves the right to review individual projects. Furthermore, any arrangement for bid, performance or payment (labor and material) bonds is a matter between the contractor and Surety and neither we nor the Surety assume any liability to third parties if for any reason the Surety does not execute said bond or bonds.

Very truly yours,



Adam W. DeSanctis
Attorney-in-fact

Mail body: FIRESTATION

--
George Secchiaroli-Treasurer
www.lgr1inc@gmail.com

Call 978-423-4009
 lgr1inc@gmail.com
 Website: lgr1.net



Past Performance References

Project Value: \$	Project Value: \$
SALEM HOUSING AUTHORITY Ray Guertin: (508) 843-2924 8,000 square feet BUR Project Value: \$ 350,000	METHUEN SCHOOL Bruce Stella: (978) 375-3548 160,000 square feet Single Ply Project Value: \$ 800,000
WHITE RIVER JCT. VA HOSPITAL Tim Ignacio: (978) 337-3014 30,000 square feet BUR Project Value: \$ 625,000	ARMORY Jon Fadula: (603) 271-2885 40,000 square feet EPDM/BUR Project Value: \$
WEATHER STATION MT. WASHINGTON Ed Mussey: (603) 545-5582 1,000 square feet EPDM Project Value: \$	ISLAND LLC Juan Perez: (781) 248-8931 30,000 square feet EPDM Project Value: \$
INDEPENDENT ROOFING SERVICES Walter Barschdorf: (207) 650-2234 Various projects Project Value: \$	PETERSON CONSULTING Eric Lafayette: (802) 318-3181 12,000 square feet PVC Project Value: \$ 200,000

Delivery Date & Schedule

- Our commitment is to deliver on a timely basis within the delivery date and provide a high-quality product.
- Preconstruction Plans, Logistics, Laydown, Active or Surrounding Environments, Security submittal process
- warranty and record closeout process

Past Performance

<p>WARREN PRISON Michael Cunningham: (207) 729-1061 Email: mcunningham@linconhaney.com 30,000 square feet EPDM Project Value: \$ 100,000 Date: 2020</p>	<p>PORTLAND EXPOSITION CENTER Dave Onos DPW : (207) 808-5404 Email: donos@portlandmaine.gov 30,000 square feet EPDM Project Value: \$ 350,000 Date: 2020</p>
<p>MANCHESTER AIRPORT NH John Goudrealt: (603) 606-4813 Email: john.goudrealt@aecom.com 10,000 square feet TPO Project Value: \$ 117,000 Date: 2021</p>	<p>National Parks – MABI Bowling Alley Woodstock VT Janice Bosco: (781) 843-1351 Email: Janice_boscoe@contractor.nps.gov 2,000 square feet EPDM Project Value: \$ 89,000 Date: 2021</p>
<p>MANCHESTER ARMORY NH Scott Delorme: (603) 637-4686 Email: scott@stoneriverarchitects.com 40,000 square feet EPDM Project Value: \$ 950,000 Date: 2017</p>	<p>CROSSETT BROOK MIDDLE SCHOOL, VT Ray Daigle: (802) 583-8174 Email: rdaigle@huusd.org 40,000 square feet EPDM / Shingles Project Value: \$ 575,000 Date: 2019</p>
<p>STATE FINANCIAL Mike Rosen: (617) 720-0770 Email: mrr83067@gmail.com Various projects Project Value: \$ 250,000 Date: 2018 and currently project in progress</p>	<p>BAKIE SCHOOL Steve Riley: (603) 642-3688 Email: sriley@sau17.org 20,000 square feet EPDM Project Value: \$ 225,000 Date: 2017</p>
<p>ISLAND LLC Juan Perez: (781) 248-8931 Email: juan.yepez@mainstream-global.com 30,000 square feet EPDM Project Value: \$ 195,000 Date: 2020</p>	<p>METHUEN SCHOOL Bruce Stella: (978) 375-3548 Email: bstella@methuen.k12.ma.us 160,000 square feet Single Ply Project Value: \$ 800,000 Date: 2017</p>

Introduction

LGR1, Inc. provides strong leadership with real time construction management services which results in high quality and on time construction projects. We bring added value to our clients from our extensive 40 years professional experience and have developed lasting relationships with clients, manufacturers, and suppliers.

The combination of our team's experience and relationships reduce risk, provide transparency, accountability, increase quality and overall performance. Because we are focused on exceeding our client's expectations, we are schedule dependent and always focus on moving the project forward as a team.

We believe in conceptual building the project before the project is constructed. This starts with preconstruction planning and maintaining open effective positive communication throughout the life cycle of the project. We continuously listen to the client's feedback and adapt to provide the best possible project experience that meets requirements.

It is our mission to provide an excellent work product requiring undue oversight from our government client. Our goal is to exceed your expectation and make your project more cost effective and efficient.

INDEPENDENT ROOF SERVICES, INC.



569 Lawrence Road ♦ Pownal, Maine 04069
Phone 207-688-4770 ♦ Email walter@independentroofservices.com

August 30, 2023

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

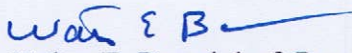
Dear Diane:

I hereby recommend the Town of North Yarmouth award the contract for the partial roof replacement of the North Yarmouth Fire Rescue to LGR1 for their quoted price of Sixty-Three Thousand Dollars (\$63,000.00).

I did talk to George Secchiaroli (LGR1, Inc's president), and he told me that he would be using Carlisle PVC products for this project. Carlisle is one of the three specified manufacturers.

Should you have any questions or need any additional information, please give us a call.

Very truly yours,
Independent Roof Services, Inc.


Walter E. Barschdorf, Pres.



Town of North Yarmouth, Maine
Annual Town Meeting Warrant
September 30, 2023
 E-One Fire Apparatus Purchase

To: Clark M. Baston, a resident in the Town of North Yarmouth, County of Cumberland, and the State of Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of North Yarmouth, Maine qualified by law to vote in town affairs, to meet at the Wescustogo Hall & North Yarmouth Community Center located in North Yarmouth, Maine on Saturday the 30th day of September A.D. 2023, at nine (9) o'clock in the forenoon, then and there to act upon Articles 1 through 4 as set out below, to wit:

The Registrar of Voters gives notice that citizens will be able to register to vote on September 30, 2023, from 8:30 AM to the close of the meeting.

Article 1: To elect a Moderator by written ballot to preside over the said meeting.

Article 2: To see if the Town will vote to adopt the **Maine Moderator’s Manual** as prepared by the Maine Municipal Association as the parliamentary procedure at Town Meeting for the ensuing year.

Article 3: To see if the Town will vote to borrow up to \$750,000 for the purchase of a new E-One fire apparatus to replace Engine 51 and to authorize the issuance of general obligation bonds and/or bond anticipation notes, or a lease-purchase agreement in the aggregate principal amount of up to \$750,000 to finance said purchase, with the details of such borrowing, including, but not limited to, the dates, maturities, denominations, and interest rate(s), to be determined by the Select Board; and to appropriate the proceeds thereof for said purchase, plus an amount necessary to refund interest payments on any bond anticipation notes issued for said purpose and costs of issuance of the bonds and/or bond anticipation notes as may be necessary.

The Municipal Officers recommend a YES vote.

Financial Statement: The issuance of bonds by the Town of North Yarmouth is one of the ways in which the Town borrows money for certain purposes. The following is a summary of the bonded indebtedness of the Town of North Yarmouth as of September 30, 2023:

Bonds Now Outstanding and Unpaid:	\$2,730,000
Interest to be Repaid on Outstanding Bonds:	<u>\$ 417,150</u>
Total to be Repaid on Outstanding Bonds:	\$3,147,150
Principal of Bonds Authorized But Not Yet Issued:	\$ N/A
Interest on Bonds Not Yet Issued:	\$ N/A
Total Debt Authorized But Not Yet Issued:	\$ N/A

Principal of Bonds to be Issued if Approved by Voters:	\$ 750,000
Estimate of Interest on Bonds to be Issued if Approved:	<u>\$ 262,534</u>
Total Debt to be Issued if Approved by Voters:	\$1,012,534

When money is borrowed by issuing bonds, the Town must repay not only the principal amount of the bonds but also interest on that amount as well. Principal on the bonds will be repaid in approximately equal annual installments over a period not to exceed 10 years, along with interest, which will be paid semi-annually. The amount of interest to be paid will vary depending on the rate of interest and the years of maturity at the time of issuance, which is expected to be October 2023. An estimate of the total interest that may reasonably be expected to be paid on the issue submitted herewith for authorization is \$262,534, based on an interest rate of 5.78%. The total principal and interest to be paid over the life of the bonds on the issue submitted herewith, if authorized, is thus estimated to be \$1,012,534.

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the foregoing estimate of the costs involved, including varying interest rates, the estimated cost of interest on the bond amount to be issued, and the total cost of principal and interest to be paid at maturity. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Diane Barnes
Treasurer, Town of North Yarmouth

Article 4: To see if the Town will vote to appropriate up to **\$180,000** from the **Village Omnibus Municipal Development and Tax Increment Financing (TIF) Development Program Fund Account** toward the purchase of a new E-One fire apparatus as authorized by the TIF Development Program, as amended, provided that the voters also approve Article 3.

Select Board and Budget Committee recommend a YES vote.

Given unto our hands this 30th day of June 2023 at North Yarmouth, Maine.

Select Board

Amy Haile, Chairperson

Andrea Berry, Vice Chairperson

Karl Cyr

Paul Hodgetts

Katherine Maloney

A true copy of the warrant,

Attest: _____, Debbie Allen Grover, Town Clerk

RETURN OF THE WARRANT

North Yarmouth, Maine _____, 2023

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town qualified as herein expressed, to meet at said time and place, and for purposes therein named, by posting an attested copy of said warrant at the Town Office, North Yarmouth Variety, Wescustogo Hall and North Yarmouith Community Center, North Yarmouth Fire Rescue Station, and Toddy Brook Café in said town, being public and conspicuous places in said town, on the ____ day of September 2023, being at least seven (7) days before the meeting.

Clark M. Baston, Resident

2023-2024 Select Board Goals- DRAFT

September 5, 2023

Improve communications and resident engagement: In order to increase resident awareness and involvement in town work, the Select Board aims to continue to increase the quantity and quality of town-generated communications about meetings, process, and volunteer opportunities so residents will be more informed and engaged.

Action Steps:

- Reimagine how we coordinate and communicate community gatherings in our town, including how our committees work together
- Provide more accessible presentations of key information for public consumption
- Continue to provide regular times for the public to engage with the Select Board and other Town Committees
- Develop accessible pathways for citizens to meaningfully volunteer in town outside of Committees

Explore the public interest in and viability of shifting from a Town Meeting to a Town Council form of government: As our town grows in size and participation in Town Meetings wane, the Select Board looks to understand public opinion of shifting away from a Town Meeting form of government.

Action Steps:

- Host a series of public forums to explore and explain the differences in style of governance and the process for potentially shifting our form of Town government
- Communicate clearly with residents about the pros, cons, and mechanics of shifting from a Town Meeting to Town Council form of government
- Assess public opinion using multiple communication pathways
- Follow resident input and proceed accordingly

Support sensible and sustainable Town development: In the face of competing town priorities, the Select Board will work to find balance between infrastructure management, short- and long-term costs, environmental impacts, and community needs.

Action Steps:

- Strategically balance resident tax burden with Town financial health and long-term sustainability
- Thoughtfully consider the ongoing development of the North Yarmouth Village Center
- Create a town vision plan for the acquisition and management of open space and meaningful locations in North Yarmouth as a guide for conservation and preservation
- Protect our water and other natural resources
- Move forward a climate resilience vision for the Town

MEMORANDUM

TO: Diane Barnes, Town Manager

From: Ben Smith, AICP, Principal, North Star Planning *BS*

CC: Ben Scipione, Code Enforcement Officer

RE: Ordinance Work Plan, 2023-2024

Date: August 16, 2023

Following up on the Land Use Audit conducted by North Star Planning (NSP) in March 2023, the Town Manager has asked NSP to prepare a work plan to address the highest priority technical changes needed in the Land Use Ordinance. As directed, this work should be done with the goals of 1) making submission requirements and the review process easier to understand, 2) addressing requirements that are not linked to review criteria, and 3) removing or amending standards that go beyond state requirements, or those of surrounding communities.

As currently envisioned, these changes are likely to be of a technical nature, to clarify existing process or establish process consistent with best practices. The work to identify and address ordinance issues will be carried out by NSP staff in consultation with town staff. This work will not touch on larger policy issues such as zoning district boundaries, and will not require dedicated committee work or a broader public process, other than routine progress updates requested by staff or the Select Board.

This work is not a recodification or reorganization of the existing Land Use Ordinance overall, but potential ordinance suggestions will likely result in targeted reorganization certain ordinance elements.

Work Plan

The work plan items below come from our experience using the ordinance and the recommendations in the Land Use Audit. The items below are listed in priority order. The fee for this work shall not exceed the budgeted \$15,000. If time and budget allow, NSP can add additional update work to the work plan below.

The updates below will be carried out with an expectation of appearing on the Spring Town Meeting warrant. Draft updates will be presented to the Select Board in March 2024 to be ready for a Town Meeting anticipated in June 2024.

- Development Review Process
 - Update and clarify Site Plan and Subdivision submission requirements and review process.
 - Examples include standardize waivers, public hearing requirements, submission deadlines across Site Plan and Subdivision, requirements for Amended plans.
 - Separate and relocate elements from Section 10 to the either Site Plan Review or Subdivision Review, as appropriate.
 - Update standards that aren't related to findings
- Table 7.1 and Table 7.2 formatting and footnote updates
 - Footnotes should be clarified and checked to ensure they have a valid reference to the corresponding table.
 - Footnotes that include definitions or standards should be moved to relevant sections of the ordinance.
- Standards Review
 - Combine standards for duplicated local requirements (i.e. Sections 11.4, Home Occupations and 11.10, Home Based Occupation)
 - For standards that duplicate state regulations, revise to reference relevant state law.
 - Review standards for hidden definitions and submission requirements.
- Definitions
 - All permitted and conditional uses in the ordinance should be defined in the ordinance.
- Relocate Special District Standards in Section 9 to the relevant subsections of Zoning District Regulations in Section 7.

North Yarmouth Land Use Ordinance Audit



Prepared By
North Star Planning
March 22, 2023



Project Summary

North Star Planning (NSP) was engaged to undertake an audit of North Yarmouth's Land Use Ordinance (LUO) in the fall of 2022. The purpose of the audit was to identify ordinance issues related to the organization, clarity, and consistency of existing standards, to identify inconsistencies or confusing language, and to identify areas where new definitions or standards could be useful.

This work sets the foundation for a potential reorganization of the existing ordinance language and community discussions on new policy or changes to existing standards. No changes or additions to the ordinance were made as part of this work.

Recommendations

Based on the audit findings, NSP proposes the following steps to address the issues and recommendations identified.

1. Beginning as soon as possible, complete recommended usability and process improvements (see Audit, section C), including new checklists for site plan and subdivision review, and formalize staff review processes. Depending on staff capacity, this can be completed by town staff or by North Star Planning with input from town staff and the Planning Board.
2. Complete a full recodification of the LUO to enact the proposed ordinance reorganization (see Audit, section A) and incorporate audit recommendations (see Audit, section B). Recodification is typically completed by planning consultants.
 - a. General clean-up (see Audit, section C) should be incorporated in this process, or follow immediately after.
3. Develop a 2-year work plan to address policy issues identified in this audit (see section D), along with other policy issues noted by Select Board and Planning Board. The recodification effort will likely also bring forward additional policy issues.

Note: As part of this discussion, the Town should consider how to carry out policy review. In many communities, the elected officials (Select Board or Town Council) identify policy priorities with town staff and send those priorities to an appointed committee for review, development, and recommendations.

In some places the appointed committee is the Planning Board, and in others it is a newly formed ad-hoc committee. Whether that new group is called an Ordinance Update Committee, Comp Plan Implementation Committee, or a Future Land Use Committee, the idea is that this

group works in a policy advisory and development role. This serves the dual purpose of allowing the Planning Board to focus solely on its core mission as a quasi-judicial board reviewing applications, and to avoid over burdening Planning Board volunteers with additional work and meetings.

Suggested Implementation Timeline

Recommendation 1 - 2023:

Staff and North Star Planning complete initial usability and process improvements (new site plan/subdivision forms and checklists for current ordinance, staff process improvements)

Time to Complete: 2 months

Work completed by: NSP, with input from Code Enforcement Officer (CEO) and Planning Board

Estimated Time: 40 hours total

Estimated Cost: \$4,000

Recommendation 2 - 2023 – 2024:

Recodification completed by North Star Planning; recodified ordinance (with no policy changes) ready for town meeting 2024.

Time to Complete: 7-9 months

Work completed by: NSP. Input from staff and residents through regularly scheduled meetings with Planning Board, Select Board, and CEO.

Estimated Time: 150 hours from NSP

Estimated Cost: \$16,000 - \$18,000

Recommendation 2a – 2023-2024:

Fix typos, bad references, and cross references. Additional usability updates, including a guide to using the ordinance, completed by North Star Planning to accompany recodified ordinance. This project can be completed as part of the full recodification, or as a separate standalone project in advance of a recode.

Time to Complete: 2 months

Work completed by: NSP, input from CEO and Planning Board

Estimated Time: 40 hours from NSP

Estimated Cost: \$4,000

Recommendation 3 - 2024 – ongoing:

Policy review, policy development, and ordinance content updates

Time to Complete: This could either be an ongoing standing committee work, or an ad hoc committee formed to tackle a specific work plan.

Work completed by: Select Board, Planning Board, and/or a new ordinance review committee, with contracted input from NSP

Estimated Cost: 4-8 hours/week from NSP for the duration of the committee and policy work.

Land Use Ordinance Audit

A. Proposed Ordinance Reorganization

The single best first step in creating a more usable and clear Land Use Ordinance is reorganizing the ordinance so that like elements are located together in the ordinance. In part, this means getting all submission requirements for given application types in one place, moving all zoning requirements for zones and overlay zones into a single section, and disentangling definitions and performances standards from each other.

A reorganized ordinance will have immediate usability benefits, but it will also serve the purpose of “resetting” the ordinance in a form that would create a stable foundation for future policy updates and additions.

What follows below is a first take on how existing ordinance provisions, standards, and requirements might be reorganized around a more intuitive structure. Numbers in parenthesis indicate the section where these topics are currently located in the LUO.

Section 100: General

- 101: Title (1.1)
- 102: Authority (1.2)
- 103: Purpose (1.3)
- 104: Conflict with other ordinances (1.4)
- 105: Separability (1.5)
- 106: Effective date (1.6)
- 107: Amendments to this Ordinance (1.7)
- 108: Contract zoning (1.8)

Section 200: Administration

- 201: Administrative Bodies and Personnel (3.1, 6.1)
- 202: Permits (3.2 and 3.3)
 - Procedures (3.3)
 - Permit applications and fees (3.7)
 - Expiration of Permits (3.4)
 - Transfer of Permits (3.5)
- 203: Certificate of Occupancy (3.6)
- 204: Enforcement Procedure (3.10)
- 205: Appeals (6.2, 6.3)
- 206: Administrative Appeals Procedure (6.3)

207: Variance Appeals Procedure (6.3)

208: Conditional Use Permits (4.6, conditional use part of table 7-1)

Section 300: Nonconforming Provisions

301: General Provisions (2.1, 2.2, 2.6)

302: Nonconforming Structures (2.3)

303: Nonconforming Uses (2.4)

304: Nonconforming Lots (2.5)

Section 400: Definitions

(Current Section 12)

Section 500: Zoning Districts

501: Establishment of Zoning Districts (7.1)

502: Establishment of an Official Zoning Map (7.2)

503: Zoning Districts (7.3)

A) Village Center District

B) Village Residential District

C) Farm & Forest District

D) Natural Resource Protection District (7.3, 9.1)

a. Description

b. Special exception for single-family homes (7.5)

Table 503: Land Use by Zoning District (7.4, Table 7-1)

504: Shoreland District (7.3, 9.1)

Description

Land Use Restrictions (prohibited uses)

505: Royal River Corridor Overlay District (7.3, 9.3)

Description

Land Use Restrictions (prohibited uses)

506: Groundwater Protection Overlay District (4.5, 7.3, 9.2)

Description

Land Use Restrictions (prohibited uses)

507: Space and Dimensional Requirements (7.6)

Table 507: Dimensional Table (Table 7.2)

508: Additional Building Standards for the Village Center District (10.4)

Section 600: Performance Standards

(Current Section 8, 10, 11)

Section 700: Site Plan Review

- 701: Purpose (4.1)
- 702: Applicability (4.2)
- 703: Review and Approval Authority (4.3)
- 704: Procedures (part of 4.4)
- 705: Submission Requirements (part of 4.4)
 - Include additional submission requirements for GPO (4.5, 9.2)
- 706: Fees (part of 4.4)
- 706: Review and Performance Standards (site plan parts of Section 10)
- 707: Waivers
- 708: Post-Approval Activities
 - Expiration of Approval (new language)
 - Minor Changes to Approved Plans (4.4 F)
 - Amendments (4.4 G)
 - Inspection and Enforcement
 - Performance guarantees (3.8)

Section 800: Subdivision

- 801: Purpose (5.1)
- 802: Authority and Administration (5.2)
- 803: Review procedures for minor subdivision (combine 5.3, 5.4, 5.5)
- 804: Review procedures for major subdivision (combine 5.3, 5.4, 5.6, 5.7)
- 805: Submission Requirements (combine from 5.3, 5.4, 5.5, 5.6, 5.7)
- 806: Performance and Design Standards (5.12, subdivision parts of Section 10)
- 807: Waivers (5.11)
- 808: Final Approval and Filing (5.8)
- 809: Post-Approval Activities
 - Revisions to Approved Plans (5.9)
 - Expiration of Approval (5.8F)
 - Inspection and Enforcement (5.10)
 - Performance Guarantees (3.8)

Section 900: Signs

(current section 8.7, parts of section 9, 10.18)

B. Audit Recommendations by Ordinance Section

Amendments

(Current section 1.7, proposed section 107)

- Expand and clarify process to amend ordinance in more detail

Administration

(Current section 3, proposed section 200)

- Site plan, subdivision, conditional use application information (3.2) should be in their sections, not here
- Variance information (3.2) should not be with permits, should be in variance section
- Review building permit process and submission requirements (3.3) for clarity and consistency

Zoning & Land Use

(Current Section 7, proposed Section 500)

- Land use table should be organized alphabetically.
- All uses in the Land Use Table should be defined in the definitions section.
- Incorporate footnotes into Land Use Table or relevant ordinance sections.
- Review Land Use Table to identify updates for modernization and/or policy review (i.e., “photo processors” is an outdated use, “brewery” is not currently a defined use)

Building Standards

(Section 10.4, Proposed section 508)

- Review this section for duplication with other sections of the ordinance (i.e., 10.4.A.2, Nonconforming Buildings)
- Review text to see if sections can be simplified (i.e., does each section need purpose & applicability?)
- “Pocket Neighborhood” needs to be defined and added as a use. This may entail a policy discussion.

Performance Standards

(Current Sections 8, 9, 10, 11 – proposed section 600)

- Proposed new section 600: Performance Standards that combines standards from these 3 sections.
- Move standards from 8, 9, 10, and 11 that only apply to site plan and subdivision to their respective sections (700 and 800). Keep some section 10 standards

(like parking) that apply to all development in the general performance standards section (600).

- Apply a consistent structure to standards. For instance, some performance standards have applicability and general requirements, others have purpose and standards, etc.
- Combine duplicate regulations: (i.e. 11.4, Home Occupations and 11.10, Home Based Occupation; 8.9 Stormwater and 10.22 Stormwater)
- Check standards for duplicated state requirements (i.e. 8.2, Wells; 8.11, Animal Husbandry; Stormwater standards in 8, 9, 10, 11)
- Ensure all standards are defined, clear, and able to be objectively evaluated/enforced (i.e., in 9.2.H.4, it's impossible to divert stormwater away from the GPO if your building is in the GPO.)
- Check standards for hidden submission requirements – i.e., 11.2.c.(7) requires affordable housing agreements to be reviewed by the Select Board and town attorney; 11.9.B(1) requires HOA agreements to be reviewed by the town attorney. If this review is required, it should be listed in the relevant sections of site plan/subdivision chapters, with format (letter or oral comments at meeting) specified.

Site Plan Review

(current section 4, proposed section 700)

- Establish a threshold of site plan review. In many towns, minor site plan (under 5,000 SF ground disturbance) is reviewed by staff/contract planners only.
- Section 4.4, proposed new section 704: Procedures to clarify the difference between pre-application meeting, sketch plan, and final plan stages and clarify procedures and timelines.
 - Application deadlines and timelines for staff to review should be clarified, and potentially altered to allow for more time for staff to process applications.
 - Consistent timelines should be established.
 - Clarify in what cases and at what point in the review process site walks, abutter notices, and public hearings are required.
- Section 4.4, proposed new section 705: Submission Requirements to establish consistent submission requirements for number/size of paper copies, electronic copies, and get rid of outdated requirements (like “autocad drawings”).
 - Submission requirements will be listed for each stage of the process to ensure submission requirements are not duplicated.

- Submission requirements included in other parts of the ordinance (i.e., Groundwater Protection Overlay in 9.2 and in 4.5) will be moved to this section.
- Clarify timing and requirements for submissions from other agencies (i.e., DHHS, Yarmouth Water District.)
- Add an approval letter from the fire chief and road commissioner to submission requirements, so applicants know at an earlier stage that their fire suppression/sprinkler plans are adequate
- Section 4.6, proposed new section 210: Conditional Use Permits should be moved to the Administration chapter, with clear procedures and submission requirements established.
- Proposed new section 706: Performance Standards to include site plan standards from current section 10.
- Proposed new section 707: Waivers to establish clear waiver process and timeline.
- Proposed new section 708: Post-Approval Activities will compile all regulatory and administrative items that occur after site plan approval. This section will add new language on the expiration and extension of site plan approval, include current minor changes (4.4F) and amendments (4.4G), enforcement and inspection for approved site plans, and performance guarantees for approved site plans (language from 3.8).

Subdivision Review

(current section 5, proposed section 800)

- Proposed new section 803 (Review Procedures for Minor Subdivision) and 804 (Review Procedures for Major Subdivision) to clarify the different stages of subdivision review and establish consistent procedural requirements. Stages should have a consistent timeline. Sections should clarify in what cases, and at what point in the review process, site walks, abutter notices, and public hearings are required.
- Proposed new section 805 Submission Requirements will list requirements for each stage of review, corresponding to 803 and 804. This will include: sketch plan requirements for minor and major subdivisions, final plan requirements for minor subdivisions, preliminary plan for major subdivision, and final plan for major subdivision.
 - Add an approval letter from the fire chief and road commissioner to submission requirements, so applicants know at an earlier stage that their fire suppression/sprinkler plans are adequate.
 - Clarify timing and requirements for submissions from other agencies (i.e., DHHS, Yarmouth Water District.)

- Phasing for major subdivisions (currently in section 3) should be moved to review procedures for major subdivisions and connect to a submission requirement
- Proposed new section 806: Performance and Design Standards to contain performance standards for subdivision review currently in section 10 and subdivision review criteria in 5.12.
 - Standards should be clear about what is required for new subdivisions vs what is required for amended subdivisions (that were started before the standards were in place.)
 - Include all relevant open space standards here.
- Proposed new section 809: Post Approval Activities to contain all items that pertain to an approved subdivision. This includes revisions/amendments to approved plans, expiration of approval, inspection and enforcement, and subdivision performance guarantees.

Definitions

(current section 12, proposed section 400)

- Definitions are found in different chapters in the ordinance – like in 8.4 roadways
- Some definitions in Section 12 have standards within the definition
- Make sure all uses, requirements, standards are defined (ie “buffer”, “parking lot island”, “farmstand”)

Signs

- Proposed new section 900 to combine sign regulations currently in sections 8, 9, and 10.
- Include a table to clarify sign numbers and dimensions allowed in each zoning district.

Roads

- Table 8.2 (Roadway standards) is missing items in some columns.
- Move Section 8.4, design and construction standards for Roads and Driveways, to the Roadway Ordinance
- Sections 10.30, 10.31, 10.32, and 10.33 should also be in the roadway ordinance

C. General Recommendations

The Usability Improvements and Town Procedures recommendations below do not require changes to ordinance or are already allowed by ordinance today. NSP suggests addressing these items first in the prioritized list of recommendations.

The General Clean-up recommendations will require changes to the LUO, but these changes are generally administrative level changes. As such, they could take place as part of a potential recodification of the ordinance, or immediately after, including the option of having them appear as a subsequent warrant article or articles at the same town meeting a recodification is considered.

Usability Improvements beyond the LUO:

- Update all forms (application, waiver request) and checklists
- Create a “cheat sheet” for people trying to build in town and use the ordinance that tells them what sections they need to reference, including the building standards (10.4), and road standards in the roadway ordinance

Town Procedures

- Charge escrow to applicants for the cost of consultant development review. This is a minor cost (~\$1,000-\$2,000) in terms of the cost of overall development for most applicants, but it can make a big impact to the town’s budget and ability to pursue longer-term planning projects.
- Hold monthly staff meetings with planner, CEO, Fire Chief, and Public Works Director (and any other relevant staff) to review ongoing development applicants
- Add more time between submission deadlines and PB meetings so staff has adequate time to review and communicate with applicants about missing/incomplete items ahead of meetings, with a goal of minimizing discussion time on submission and administrative requirements and potentially reducing the number of meetings per project.

General Clean-Up

- Remove references to expired items
- Edit for typos and missing table fields (Roadway table, table on p.242)
- Consistent naming throughout ordinance (i.e., the Zoning Board of Appeals is called the ZBA, Board of Appeals, Zoning Board in different sections)
- Eliminate cross-references within text

- Eliminate footnotes in tables (land use, dimensional) where possible
- Fix incorrect references (i.e., many references to 10.24 Water Quality that should be 10.25 Water Quality.)

D. Suggested Policy Review Topics

The following list of items is an unprioritized list of potential policy related changes to the ordinance that should be included in the discussions to form a 2-year work plan to address needed policy updates and changes.

Potential Policy/Ordinance Updates

- Consider adding a threshold for “minor site plan review” that has less requirements than a major site plan review, and can be completed by town staff or in one Planning Board meeting.
- Consider allowing final state agency approvals to be provided as a condition of approval that the applicant submits to the town/CEO – these often take many months to receive from DEP or other state agencies, prolonging the planning board process.
- Planning Board applications typically take 3-4 meetings due to how public hearings are noticed and scheduled, which can be burdensome for applicants who need approval before they can obtain bank financing. Consider what projects should be required to hold public hearings, and making decisions to schedule a public hearing early so that a hearing could take place at the 2nd meeting with the Board.
- Back Lots are prohibited in subdivisions but allowed elsewhere. Best practice would be to eliminate ability to make residential back lots.
- “Pocket Neighborhood” from 10.4 should be added to the use table and defined. This is a policy discussion for the town – where should pocket neighborhoods be allowed?
- Town staff, Planning Board, and code users could provide input on how Building Standards (Section 10.4) is working and if any changes to content or procedure should be considered.
- Phasing in subdivisions based on school capacity is difficult to apply and does not correspond to a specific submission requirement or standard.
- Add Fire Chief’s recommendations to relevant ordinance sections: require businesses to have Knox boxes, clarify when new houses need sprinklers or cisterns
- Improve and clarify regulation around driveway placement for new development (no driveways off a hammerhead/turnaround)
- Clarify sidewalk and road upgrade requirements for subdivisions in 10.32, distinguishing between new roads and road extensions, and consider setting a threshold (i.e., when it reaches 10 houses) at which a road must be upgraded.
- Review all uses in Land Use Table for items that need to be modernized and additional uses that may need to be added.

**Town of North Yarmouth
Select Board
Meeting Minutes August 15, 2023, 6:00 PM**

Select Board Members

Amy Haile, Chairperson Andrea Berry, Vice Chairperson Katherine Maloney, Board Member
Karl Cyr, Board Member Paul Hodgetts, Board Member

Call to Order (18:48-1:15)

Pledge of Allegiance.

Select Board Goals Workshop

Appointments (1:21:30-01:23:38)

Planning Board Resignation-Kimry Corrette.

Chairperson Haile, seconded by Vice Chairperson Berry moved to accept The Planning Board Resignation of Kimry Corrette. Vote 4 Yes/1 No. Selectperson Hodgetts.

New Business (1:23:39-1:29:42)

Fire Department Repairs-Discussion

Greg Payson, Fire Chief provided an update of the roof repair bids. The bids opening is scheduled for 08/29/2023.

The Fire Station oil tanks in the basement are leaking from the seams. Irving will not fill those tanks. Those tanks cannot be repaired and will need to be replaced for \$6,700.00. He does not have this in his budget. He did get a natural gas estimate, but it would cost \$38,068.11. He did look at heat pumps but was not sure how they would heat the bays. He felt the cheapest fix is to replace the tanks.

The cast iron from the Fire Station sewer lines is leaking. The repair cost is \$5,160.00 to repair. These are not budgeted and will need to be done soon.

Diane Barnes, Town Manager stated that there are enough funds in the Municipal Facilities Reserve account to cover the cost of the repairs.

Selectperson Hodgetts, seconded by Selectperson Cyr moved to authorize spending \$13,000.00 from the Municipal Reserve Fund to cover the cost of repair to the oil tanks and sewer line at the Fire Station. Vote 5 yes/0 No.

Schedule Public Hearing and Special Town Meeting for Fire Truck Bond (1:29:43-1:49)

E-51 Water Tank Repair that is unexpected and unbudgeted. Engine 51 water tank is leaking between the pump housing and the front of the tank. Allegiance has looked at the truck and I am awaiting a cost estimate back. While UPF has a lifetime warranty on the tank, the warranty does not include the labor to remove the tank from the truck. This will be the third time this tank has been repaired. Looking at past history, the tank will need to be removed from the truck to be fixed. Each time this has needed to be done in the past, it has been approximately an \$8000.00. E-51 Fire truck will cost estimated \$192,314.36 to repair it. It is 20 years old. Greenwood has a Fire Truck that will work for the town for \$750,000.00. They will hold the truck

until our special town meeting on 9/30/2023. This truck will work well for the town, and it will save the town \$250,000.00.

Chairperson Haile, seconded by Vice Chairperson Berry moved to schedule a Special Town Meeting on 9/30/2023 for the Fire Truck Bond. Vote 5 Yes/0 No.

Chairperson Haile asked when we would take possession of the Fire Truck.

Chief Payson advised 8 weeks after the special town meeting.

Selectperson Maloney asked if we have any assurance that the \$175,000.00 for improvements is locked in?

Chief Payson stated we have in writing that the cost of the truck and improvements is \$750,000.00.

Selectperson Hodgetts asked if it is a ten-year bond?

Diane Barnes, Town Manager stated we will go out to bid on rates. We can use some TIF money and finance less. We may be able to go with a 7-year loan.

Chairperson Haile asked the Chief if he thought the truck would meet his needs.

Chief Payson advised it would. He was impressed with the truck and equipment space. It fits in the Fire Station Bay.

Chairperson Haile asked if we would need to spend \$192,314.36 on Engine 51.

Chief Payson advised we would not need to spend that if the new truck was approved.

Vice Chairperson Berry asked Diane Barnes what the process would be.

Diane advised we will get the warrant ready, get out educational materials. Diane would like to do a informational mailer to the residence and hopefully they will attend the town meeting. If it is approved by the town, we would go out to bid for loan rates.

Old Business (1:49:01-200.52)

Fire Station Study-Next Steps

Staff would like permission to move forward with the station assessment study by completing phases 5-10 of the Public Safety Needs Assessment. The next steps would be further study, design, and costs of an addition to the existing building. Before we can complete these phases, we need to know if the selectboard will approve using some of the property on the Village Green. The cost to complete the remaining scope of work is \$20,255. This amount and use of TIF funds has been approved by the voters.

Chairperson Haile, seconded by Selectperson Cyr moved to authorize the Town Manager and Fire Chief to move forward with the study and to authorize a portion of the Village Green for the additional space needed for the addition. Vote 5 Yes/0 No.

Consent Agenda (200:53-20:01:27)

Payroll Warrants

#9 \$ 43,086.29

Municipal Accounts Payable Warrants

#8 \$ 15,675.22

#10 \$ 16,949.49

#11 \$547,517.25

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

Public Comment – Non-Agenda Items (2:01:28-2:15:15)

Linc Merrill, 1572 North Road, stated that 65% of the land must stay as green space. Linc, though Greg gave a great presentation, and he appreciated finding savings for the taxpayers. Does purchasing this truck move the purchase of other trucks out additional years? He is glad parking will be reviewed. There is limited parking now. He worked on Yarmouth Public Works building and Port City did the planning. The cost was grossly underestimated, and bids came in way over. They had to cut a bunch of things out of the plans. Be cautious about that. He wanted to thank Clark and his crew for the work they did on the North Road. They did some ditching and tree removal. He wanted to thank them.

Chief Payson advised we would still need another fire truck replaced per the capital improvement schedule.

Judy Potter, Walnut Hill Road, stated that she thinks it is time to increase the tax relief amount. Cumberland is at 91,000 and Yarmouth at 101,000. We are at 40,000. She thinks it would help seniors if we had a higher rate. She would like to suggest holding two town meetings. One for the Finances and one for the Land Use Ordinance. Do it on weeknights because Saturdays are hard for residents to come to. She suggests trying it for a year to see if they would have a better turn out before proceeding to change to Town Council. She thanked Jackie for the Story walk. Thanks to Mary for painting the roots and rocks. They took their grandchild there and had a nice time.

Mike Malory, Walnut Hill Road, asked if the station that need to be done now need to be completely redone for the renovation?

Chief Payson advised the Station repairs are \$13,0000. It must be done. We may need plumbing and lines for the renovation, but we could still use the tanks.

Jeff Brown, 470 Mumford Road, Have there been any additional applications for the planning board? Where are we in the interviewing process? When can we expect a full planning board? Perceived Biase. How do we handle this? Can we expect a written statement defining the process for the board to follow? Can we board members, comprised of citizen volunteers, expect the town to protect us when legal council is needed to defend ourselves from complaints that have no merit. He realized the standard answer is that they did not have to hire an attorney and could have been handled in executive session. Will the town demonstrate that it supports its members and cover Mr. Whitmarsh and Mr. Hodgetts' legal fees?

Dan Merrill, Sligo Road, stated that his biggest issue is taxes. He moved from Portland. He has seen taxes increase. We talked about beautiful places to work and live. He does not enjoy those things. He does not use the sidewalks or go on hikes. He does not use the parks. He likes to play golf and pays for his own

enjoyment. He does not want to pay for other people's enjoyment. He just wants the board to know that there are people out there that think like this, and it is important to them. Please be mindful of tax increases.

Management Reports & Communications (2:15:16-2:25:16)

Select Board Committee Reports:

EDSC-Kit Maloney. EDSC elected Maureen Lucy and Richard Parenteau as new co-chairs and re-elected Ann Archer as secretary. They did create a candidate sub-committee because EDSC has 2 openings. They will bring recommendations to EDSC on 8/24/2023 and then to the Select Board. She feels the Select Board needs to close the charge and come up with additional charges. EDSC and Diane worked on the Community Resilience Grant. It was decided at that time that the EDSC would play a major role in the Climate Action Plan. Diane was clear that she needed committee support on the Climate Action Plan in order to move forward with the grant.

Recreation Advisory Board-Karl Cyr. They have not met.

Parks-Karl Cyr. He missed the park committee meeting as he was on vacation. They spoke of follow up to the benches approved.

School Fund Committee-Paul Hodgetts. Nothing to share as they have not met.

Joint Standing Committee-Amy Haile, Andrea Berry. Meeting on 8/24/2023 at 4:00 PM in Cumberland.

Prince Memorial Library-Amy Haile. Reached out to Paul Dexter and got updates on meeting. Two Applications have been submitted for the library board.

Waste Reduction Committee-Andrea Berry. They will not meet until September.

Walnut Hill Parkway-Paul Hodgetts. They have not met.

Town Manager's Report, Diane Barnes.

Toter Cart Purchases- Final amount is approximately \$11,000 under budget.

LRAP- Revised amount to be received from the State is approximately \$5,000 over budget.

Recycling Partnership Grant- Having weekly meetings in preparation for the automated services. The educational component (materials) will be done months in advance.

Town Senior Tax Program- 32 applicants qualified for the Senior Tax Program this year down two from the previous year's number of 34.

Senior Tax Stabilization-370 totaling \$156,089.87

Received a dividend check from worker's compensation in the amount of \$3,839.00.

Reminded the Select Board that Cumberland County will be holding a caucus for our district on September 11 at 4:30.

Financial Reports

FY 23 unaudited finance reports were presented. Solid waste and legal went over budget as expected. All other departments are in the black. FY 24 excise taxes are ahead in collectins.

Vice chairperson Berry has been asking a lot of questions on legal fees. She hopes to have an analysis of where those legal expenses come from and how we can manage them this year.

Any Other Business (2:25:17-2:39:36)

Selectperson Maloney suggested the Historical Society have a liaison. If the board wanted that she would do it. Vice Chairperson Berry advised we may want to call it something other than a liaison. Selectperson Maloney has not asked them, and she will see if they have any interest.

Selectperson Maloney asked how we are doing on the block party?
Chairperson Haile advised that Jackie’s staff needs help with parking and cleaning.

Selectperson Maloney would like Diane to provide some type of regularity to FOIA requests. We would like a better understanding of how many are coming through and how much staff time it takes. Diane states they have been time consuming. She has another one to do and her main concern is getting the audit done. She estimated that the latest FOAA request should be done in 30 days.

Selectperson Maloney would like to work on increasing the earnings limit for senior tax relief program.

Selectperson Cyr thinks we need to discuss committee reassurance or protection.

Chairperson Haile thanked Judy for bringing up the Senior tax relief amount. She would like to tie committees more closely with goals and have committees come to meetings and support this work in some tangible way. Having an explicit literal face to face conversation about that would help some cohesiveness and drive some purpose around the goals. She put that out as something we can discuss and figure out how to operationalize.

Adjournment

Chairperson Haile, seconded by Selectperson Maloney moved to adjourn at 8:24 PM. Vote 5 Yes/0 No.

Karen Casale, Recording Secretary

Select Board

Amy Haile, Chairperson

Andrea Berry, Vice Chairperson

Paul Hodgetts

Karl Cyr

Katherine Maloney