

**Town of North Yarmouth  
Workshop - Budget Presentation 6pm-7pm  
Select Board Business Meeting Agenda  
Tuesday, February 7, 2017  
7:00PM - Town Office Meeting Room**

**I. Call to Order**

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

- January 17, 2017
- January 31, 2017

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

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

**IV. Management Reports & Communications**

- Town Manager's Report

**V. Old Business**

- Barrett Made Contract - Wescustogo Hall Reconstruction
- Senior Tax Break Ordinance - Follow Up (Town Manager)

**VI. New Business**

- Committee Appointments
- Town Office Renovation Committee Report
- Hazardous Mitigation Resolution
- Spirit of America Tribute

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

- Accounts Payable

**VIII. Any Other Business**

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

**IX. Adjournment**

**Town of North Yarmouth  
Select Board  
Meeting Minutes of January 17, 2017**

**I. Call to Order**

Members Present: Jeanne Chadbourne, Alex Carr, Paul Napolitano & Peter Lacy. Selectwoman Graham was absent with notification. Town Manager Rosemary Roy was also present.

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

Selectperson Napolitano moved to approve meeting minutes of January 3, 2017. Vice-Chair Lacy seconded the motion. Discussion: None. **Vote: 4-Yes 0-No**

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

Steve Palmer of Mountfort Road promoted the February 11<sup>th</sup> Cribbage Tournament @9:00 am. He stated it was a great success last year. Online registration is available.

Audrey Lones of Baston Road expressed concern with the number of Executive Sessions held within the last month for personnel matters. She suggested getting legal advice to protect the Town and to ensure the matter is being handled in a professional & respectful manner.

Mark Verrill of Walnut Hill Rd asked to discuss the insurance money for Wescustogo Hall. He is aware approximately \$600,000 floating around. He wants Board to fight for every penny the Town is entitled to.

Diane Morrison of Brown Dog Way mentioned that she is having difficulty hearing Board members speaking while listening to meetings online. She suggested speaking up and having microphones in front of Board members. Chairperson Chadbourne noted that microphones are in place.

Katie Murphy of Mountfort Road would like to know what is in the Boards "packets". She suggested providing copies for all to have. Selectperson Carr stated he is not opposed to public access, however, he feels the Board should have the opportunity to preview the information before public access is given. The Town Manager stated that some towns publish the information along with the agenda.

**IV. Management Reports & Communications**

Town Manager's Report: The Town Manager did not have a report due illness and time spent on preparing packets for Select Board Meeting. Town Manager Roy spoke to the insurance question raised by Mr. Verrill.

Quarterly Financial Report: Town Manager Roy commented on the highlights of the report.

Budget: The Budget process will begin on February 1<sup>st</sup> and will be finished by the end February. Meetings will be held at the Town Office.

**VI. Old Business**

Wescustogo Hall - Reconstruction: After a discussion of architectural costs it was decided the Town Manager would ask for costs in smaller increments and report back to the Board.

Employee Benefits: The Town Manager provided the Board with a summary explanation of employee benefits specifically sick time, vacation days, Income Protection, the Family Medical Leave Act, and how they can be utilized by the employee.

Cable Ordinance: All changes have been done by the Sewell Company to update the language of the current agreement. A final version will be presented prior to the Executive Session which will be held to

negotiate the franchise agreement.

**VII. New Business**

Annual Town Meeting - Selectperson Carr moved to approve April 22, 2017. Selectperson Lacy seconded the motion. Discussion: Katie Murphy of Mountfort Road stated that date may be inconvenient for families returning from vacation and to insure a better attendance a different date may be more favorable. Following the discussion the original motion was withdrawn. Selectperson Carr then moved to set April 8, 2017 as the date for the annual town meeting, 9am at NYMS. Selectperson Napolitano seconded the motion. Discussion: None. **Vote: 4-Yes 0-No**

Gateway Signs - The consensus of the Select Board was approval of the gateway sign design. Selectperson Carr suggested obtaining a bid for a total of 6 signs.

**VIII. Accounts Payable – Review & Approval**

Selectperson Carr moved to approve the accounts payable warrant #35 in the amount of \$76,0292.03. Selectperson Napolitano seconded the motion. Discussion: None. **Vote: 4-Yes 0-No**

**IX. Any Other Business**

Selectperson Napolitano asked Town Manager Roy to discuss an issue at the town pit regarding the road. She and Road Commissioner Baston had already addressed the issue. Selectperson Napolitano also inquired as to the reimbursement for FRD training, in which the Town Manager said she would look into it.

Selectperson Carr asked if the Rescue Fees included costs for medications, in which the Town Manager stated she believed yes, but would confirm with Chief Payson. Selectperson Carr asked if any consideration has been made for storm clean up. Town Manager Roy and Road Commissioner Baston have discussed opening the town pit prior to the Spring cleanup. Selectperson Napolitano asked if any FEMA funding was available. At this time this storm does not qualify for FEMA assistance. Town Manager Roy will look into costs for tree and brush removal and report back to the Board.

X. Executive Session - Attorney. Selectperson Napolitano motioned to go into executive session seconded with Town Attorney Matt Tarasevich pursuant to MRSA 405 6(e) Selectperson Lacy seconded the motion. Discussion: None **Vote: 4-Yes 0-No**

The Select Board came out of executive session at 8:30 pm.

**X. Adjournment**

Chairperson Chadbourne moved to adjourn.

Cheryl Trenoweth  
Recording Secretary

Select Board

\_\_\_\_\_  
Jeanne Chadbourne, Chairperson

\_\_\_\_\_  
Peter Lacy, Vice Chairperson

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
Paul Napolitano

\_\_\_\_\_  
Alex Carr

**Town of North Yarmouth  
Select Board  
Meeting Minutes of January 31, 2017**

**I. Call to Order**

Members Present: Jeanne Chadbourne, Alex Carr, & Paul Napolitano. Town Manager Rosemary Roy, Matt Tarasevich, and Peter Lowe were also present. Selectman Lacy arrived shortly after the Board entered the executive session.

**II. Executive Session**

Chairperson Chadbourne moved that the Select Board in accordance with their roles and responsibilities enter into executive session at 6:00 pm with Town Manager, Rosemary Roy, and legal representatives Matt Tarasevich and Peter Lowe pursuant to Title 1 MRSA § 405 6(A) to discuss a personnel matter.

The Select Board came out of executive session at 7:30 pm.

Selectman Carr moved to adjourn.

Recording Secretary  
Rosemary E. Roy

Select Board

\_\_\_\_\_  
Jeanne Chadbourne, Chairperson

\_\_\_\_\_  
Peter Lacy, Vice Chairperson

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
Paul Napolitano

\_\_\_\_\_  
Alex Carr

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

**Winter Storm/Debris Removal** - To date, a good portion of the broken tree limbs have been removed at the cost of approximately \$4,500. There are a few more areas to cover this coming week, and the job should be complete. To collect the fallen debris from residents, we have obtained a price of \$140 per hour which for a 40 hour week would be \$5,600. I recommend that we encourage residents to bring their debris to Public Works on scheduled days once Spring arrives, but I leave the final decision to the Select Board.

**Sander** - The storm brought forth awareness that it is time to restore the use of a truck body sander to the department's winter road equipment. It would provide reinforcement as a "fill-in" when a plow truck goes down during a storm as with the situation with last month's storm in addition to being able to treat roadways where trees have blocked the path preventing plow trucks from entering. I believe this would be a sound investment for the Town. If there are no objects from the Board, this piece of equipment will be purchased with the use of reserve funds for \$4,050.

**Audit** - The FY16 audit is near its completion, and I am planning to have the auditor deliver the report to the Board at the meeting of February 21<sup>st</sup> or March 7<sup>th</sup>.

**Other** - All remaining time was dedicated to the FY18 budget and information provided in the Select Board meeting packets.

### **Announcements** -

- Living Well Survey is out with residents and available online;
- A Communications newsletter is being delivered to homes this week;
- Thursday (2/9) there will be a Public Forum on the reconstruction of the Wescustogo Hall hosted by the Wescustogo Hall Building & Design Committee;
- Select Board meeting packets are now available on the Town website the Monday before each Tuesday's Board meeting.

Respectfully,

*Rosemary*

Rosemary E. Roy, Town Manager



Date: February 3, 2017

To: Select Board

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

**RE: WESCUSTOGO HALL - ARCHITECTURAL SERVICES**

As per the Board's request included with this memo is a revised contract for the architectural services of Barrett Made. In addition to this, you will also find an invoice for the month of January for services rendered.

The contract covers those areas essential to the project and the completion of this phase. Each invoice summarizes the hours worked within the billing period as well as the additional service costs. As consultants are brought into the project, the monthly invoices will increase with their services included in working towards the 75% construction documents goal. The additional services will be multiplied by 1.1 (10% as spelled out in the Architectural services agreement). Accompanying the invoice is a Cost Tracking Worksheet to substantiate the associated costs. It will include architectural services as well as the services of consultants and engineers used during the design development and construction documents phases.

If the Select Board accepts the contract, it is suggested that monthly Barrett Made provide the Board with a 10-minute progress report from both the billing and design sides preferably at the front end of the meeting in which they could plan to be in and out as efficiently as possible.

If after reviewing this information there is additional information you would like to have provided before the meeting, please feel free to contact me. Thank you.



BARRETT  
MADE

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ARCHITECTURAL SERVICES PROPOSAL/AGREEMENT

WESCUSTOGO HALL/NYMS RENOVATIONS  
NORTH YARMOUTH, MAINE

PREPARED 2017.1.26

# ARCHITECTURAL SERVICES PROPOSAL LETTER

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Re: Wescustogo Hall . 120 Memorial Highway . North Yarmouth, Maine  
Prepared: 2017.1.26

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Dear Ms. Roy,

We are pleased to present you with this proposal for architectural services for Wescustogo Hall. The deliverables and listed milestone dates are based on our current understanding of the project and related scope of services. The contract scope referenced below represents work that will be completed to 75% of construction documents (CDs) at which point we could anticipate obtaining comprehensive construction pricing for the project. The contract does not include project engineering services for civil, structural, mechanical, electrical, and plumbing to be coordinated by Barrett Made in accordance with the project schedule and scope (See Article 1 Architectural Services Agreement).

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## 1. Project Proposal Dated 2017.1.31 | Professional Architectural Services to 75% Construction Documents

Architectural deliverables include required design drawings as well as periodic presentations with the Wescustogo Building and Design Committee and Select Board, TBD. Progress billing will be done on a monthly basis and will be prepared based on Barrett Made's 2017 hourly rates.

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## PROJECT SCOPE BREAKDOWN

**Professional Architectural Services** | 3 Design Staff Members and 1 Office Administrative Staff Member working part time for 6 Months. Included is document production time and general project administration which will constitute approximately 85-90% of the total Professional Architectural Services.

Anticipated regular meetings as well as periodic site visits, presentations and workshops will constitute approximately 10%-15% of the Professional Architectural Services.

**Consultants Services** | We will be utilizing the specialized services of consultants on this project (civil, structural, mechanical, electrical, and plumbing). These services will be billed on a monthly basis per Article 1 of the Architectural Services Agreement.

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The milestone dates noted below are what we currently foresee as the project moves forward. Deliverables in accordance with these dates will be determined by direction provided by the Wescustogo Building and Design Committee as well as the Select Board and Town Manager and may be subject to change as required.

### JANUARY 2017

Kick-off design development phase and refine project scope with Wescustogo Building and Design Committee

### FEBRUARY/MARCH 2017

Community forums (2), Continue design development

### MARCH 21, 2017

Progress meeting with Town Select Board to review refined design direction and project costs (anticipated 50-75% design development completion)

### APRIL 2017

Complete 100% design development phase and move project into construction document phase

### MAY 2017

Continue construction document phase of design

### JUNE/JULY 2017

Complete 75% construction documents and obtain final project construction costs



# ARCHITECTURAL SERVICES PROPOSAL LETTER

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If this proposal is acceptable, please indicate your approval by signing both copies of this Agreement in the space provided and returning one for our records. This will allow us to keep moving things forward with regard to furthering the design documents, meeting with the Wescustogo Building and Design Committee and engaging with engineering consultants in accordance with the schedule outlined above.

We look forward to continuing to work on this exciting project with the committee and the greater community.

This agreement entered into (Date): \_\_\_\_\_

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Rosemary Roy, North Yarmouth Town Manager

Please let us know if you have any questions.

For Barrett Made,

Robert S. Barrett



Owner . Director of Construction Services

Matthew Ahlberg . RA . NCARB



Director of Design Services

# ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT, EFFECTIVE AS OF JANUARY 31, 2017 IS BETWEEN THE TOWN OF NORTH YARMOUTH, MAINE AND BARRETT MADE, 48 UNION WHARF, PORTLAND, MAINE 04101 FOR RENOVATIONS AND ADDITION(S) TO THE NORTH YARMOUTH MEMORIAL SCHOOL/WESCUSTOGO HALL LOCATED AT 120 MEMORIAL HIGHWAY, NORTH YARMOUTH, MAINE.

## ARTICLE 1: PROFESSIONAL ARCHITECTURAL SERVICES

Barrett Made shall perform services in a skillful and competent manner, exercising usual and customary professional care, in a manner consistent with generally accepted standards of its profession practicing under similar conditions. Barrett Made's professional architectural services are based on the time worked on the project by staff architects and our standard rate schedule, a copy of which is attached hereto as Exhibit B and incorporated herein as part of this Agreement. Our total professional Reimbursable costs are not included in the professional services fee unless specifically noted.

## CONSULTANTS' SERVICES

We will use the specialized services of consultants on our projects, for example, structural or site consultants. These firms will be hired by Barrett Made. The cost of such services plus a 10% fee will be included on our invoice(s).

## ADDITIONAL SERVICES

Additional Services beyond the basic services outlined in the scope of work may be provided if confirmed in writing. Additional services may include, but not be limited to presentation models, drawings or renderings; attendance at meetings beyond the scope of work; and significant changes to the scope, budget, or schedule which results in redesign of the project.

## PERMITS

When approvals and permits are included in the scope of work, Barrett Made does not warrant or guarantee that the appropriate agencies will grant approvals and in no way guarantees or warrants the timing or scheduling of permits. Unless otherwise specified, time spent in the planning board process is considered an additional service and will be billed hourly.

## ARTICLE 2: CLIENT'S RESPONSIBILITIES

Client agrees to provide Barrett Made with all program, site plan, survey and other appropriate project information. Client agrees to render decisions in a timely manner.

## ARTICLE 3: COMPENSATION AND PAYMENTS

Client agrees to pay Barrett Made as follows:

- 1. Basic Services:** Estimated hourly fees as described in proposal letter
- 2. Additional Services:** Additional services shall be compensated on an hourly basis for work authorized and performed according to the attached fee schedule.

Reimbursable expenses are direct, non-salary expenses billed at cost plus 10% to the client. Reimbursable expenses include, but are not limited to: **a)** photocopying, printing and plotting costs; **b)** delivery, for example FedEx or Portland Courier, **c)** postage, **d)** travel expenses incurred outside greater Portland (mileage charge is .55/mi) **e)** permit costs.

Barrett Made will invoice monthly for services and reimbursable expenses. All payments are due upon receipt of invoice. A service charge of 1.0% per month will be added to all amounts due more than 30 days after the date of the invoice. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay the cost of collection, including reasonable attorney's fees and court costs.

## ARTICLE 4: ESTIMATED SCHEDULE AND PROJECT BUDGET

Barrett Made shall render its services as expeditiously as is consistent with professional skill and care. During the course of the project, anticipated and unanticipated events may impact the project schedule. Client acknowledges that significant changes to the project or construction schedule or budget, or to the project's scope may require additional services.

## Article 5: Termination of Services

This agreement may be terminated upon 7 days written notice by either party should the other fail to perform obligations thereunder. In the event of termination, the Client shall pay for all services rendered to the date of termination, all reimbursable expenses and all reimbursable termination expenses.

## Article 6: Insurance and Liability

Barrett Made carries general liability, professional liability and worker's compensation insurance, subject to annual renewal. Certificates of Insurance will be provided to the client upon request. Client agrees to indemnify, defend and hold Barrett Made harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project and/or this agreement, except that Barrett Made shall not be entitled to be indemnified to the extent such damages or losses are found by a court or a forum of competent jurisdiction to be caused by Barrett Made negligent errors or omissions. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors, or omissions and those by your staff, consultants, contractors and agents. Barrett Made is not responsible for any loss, damage or liability beyond the amounts, limits, exclusions and conditions of such insurance. In an effort to resolve any conflicts that may arise during the professional services provided by Barrett Made, the Client agrees that any dispute between Barrett Made and the Client shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Risk Allocation Client Initials | \_\_\_\_\_

In recognition of the relative risks, rewards and benefits of the project to both the Client and Barrett Made, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, our total liability to the Client, for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of our fee. Such causes include, but are not limited to our negligence, errors, omissions, strict liability or breach of contract.

## Article 7: Ownership of Documents

All drawings, specifications and reports, including those in electronic form, are instruments of service and remain the property of Barrett Made. They shall not be reproduced, copied, lent or disposed of directly or indirectly not used for any purpose other than that for which they are specifically furnished. The Client is hereby granted a license to use the conceptual design documents provided to it under the terms of this Agreement for planning eventual renovations and/or new construction. The client shall indemnify and hold harmless Barrett Made for any damages for claims resulting from the use, modification or interpretation of Barrett Made's instruments of service except as authorized hereunder. Barrett Made retains copies of the drawings, specifications, and reports.

## Unauthorized Changes

In the event the Client consents to, allows, authorizes or approves of changes to plans, specifications or other construction documents, and these changes are not approved in writing by Barrett Made, the Client recognizes that such changes and the results thereof are not the responsibility of Barrett Made. Therefore, the Client agrees to release Barrett Made from any liability arising from the construction, use or result of such changes.

## Article 8: Dispute Resolution

Client and Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties.

# ARCHITECTURAL SERVICES AGREEMENT

## Article 9: Regulations

Barrett Made will use its best professional efforts to identify laws, rules, and regulations that apply to the project, to interpret the same in a reasonable manner, to seek the advice of governmental officials and/or the Client's legal counsel when questions of interpretation and/or applicability arise, and to produce reports, plans and other documents that are consistent therewith. Barrett Made will have met its professional obligation and will not be responsible for contrary interpretations or determination by enforcement authorities or others.

## American with Disabilities Act (ADA)

The ADA provides that it is a violation to design and construct a facility for first occupancy after 1/26/93 that does not meet the accessibility and usability requirements of the ADA except where it can be proven that it is structurally impractical to meet such requirements. The requirements of the ADA are subject to various and possibly contradictory interpretations. Barrett Made will use our best reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project but we cannot warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances as they apply to the project.

## Article 10: Other Provisions

### Publicity

All newspaper, magazine and other media articles, announcements, statements, exhibitions, promotional materials, and advertising (collectively "publicity") issued or published by the Client in connection with the project shall clearly and fairly credit the Architect's participation as described in the scope of services. The Client will obtain Barrett Made's review and approval prior to release of publicity that includes the Barrett Made name in connection with project promotion. The Client shall give Barrett Made reasonable access to the completed project and allow photographic and/or artistic representations of the design of the project, as long as confidential and proprietary information of the Client is not included.

### Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the State of Maine.

This agreement entered into:

\_\_\_\_\_  
Rosemary Roy, Client

\_\_\_\_\_  
Matthew Ahlberg, Architect

\_\_\_\_\_  
Rob Barrett, Owner

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

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

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

2017 Standard Design Services Labor Rates

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Owner	\$150hr
Director of Design Services	\$115hr
Project Manager	\$85hr
Project Designer	\$75hr
Project Admin	\$55hr

# BARRETT MADE

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Date: 1/31/17  
Invoice # 122  
Billing Through 1/6/17-1/31/17  
Project Wescustogo Design Development  
Address Rte.9  
Project # 2016.06  
Project Phase DD

## Invoice for Design Fees

### Barrett Made Staff

	Hours	Rate	Amount
Rob Barrett	6	\$150.00	\$900.00
Matt Ahlberg	55.5	\$115.00	\$6,382.50
Dylan Baker	40	\$75.00	\$3,000.00
		<b>Subtotal</b>	<b>\$10,282.50</b>

### Additional Services/Consultants/Engineers

	Costs	Rate	Amount
Consultants		1.1	
Engineers		1.1	
Additional Services		1.1	
		<b>Subtotal</b>	<b>\$0.00</b>

Billable Hours	\$10,282.50
Additional Services	\$0.00
<b>Invoice Amount</b>	<b>\$10,282.50</b>

ITEMIZED DESIGN COST TRACKING DESCRIPTIONS FOR PERIOD ENDING JANUARY 31, 2017:

- REVISED DESIGN DOCUMENTS TO REFLECT UPDATED SCOPE OF PROJECT PER COMMITTEE DIRECTION (OCCUPANCY SIZE CHANGES)
  - PREPARED ACCOMPANYING PRESENTATION MATERIAL FOR COMMITTEE PRESENTATIONS
- PREPARED REVISED 3-D MODEL TO REFLECT UPDATED SCOPE OF PROJECT PER COMMITTEE DIRECTION (OCCUPANCY SIZE CHANGES)
  - PREPARED ACCOMPANYING PRESENTATION MATERIAL FOR COMMITTEE PRESENTATIONS
- REVISED PROJECT COST ESTIMATES TO REFLECT CHANGES IN PROJECT SCOPE PER COMMITTEE DIRECTION
- PREPARED INITIAL DESIGN DEVELOPMENT BACKGROUND TEMPLATES IN PREPARATION FOR PROJECT CONSULTANT COORDINATION AND DESIGN DEVELOPMENT PHASE OF PROJECT DESIGN
- SURVEYED EXISTING NYMS GYM TO CREATE DESIGN DEVELOPMENT DOCUMENT
- (1) MEETING WITH TOWN MANAGER TO DISCUSS REVISIONS TO DESIGN SERVICES AGREEMENT
- (2) MEETINGS WITH COMMITTEE TO REVIEW DESIGN AND DISCUSS PROJECT SCOPE AND DESIGN REVISIONS





Date: February 3, 2017

To: Select Board

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

**RE: SENIOR TAX BREAK PROGRAM - UPDATE**

As resulting from the workshop review of the Town's Property Tax Assistance Ordinance, please find the following:

- Copy of ordinance delineating proposed changes;
- Clean draft copy of ordinance with changes applied;
- Copy of state statute governing property tax assistance;
- Article from the Maine Townsman addressing reverse mortgaging for property tax payments; (Town Manager does not recommend)

**Information gathered on elderly income:**

- The average American retiree (those 65 and older) spend about \$3,700 per month -- or about \$44,600 per year;
- As of July 2016, the average retired worker received \$1,350 per month in retirement benefits, while the average spouse of a retired worker receives a check for \$700 per month. Combined, this is \$2,050 per month or \$24,600 per year. These numbers are before any pensions, or Social Security is factored in.
- According to the Social Security Administration, Social Security benefits make up about 38% of the income of the elderly. In 2014, the average monthly retirement income from Social Security was \$1,294 or \$15,528 per year in Social Security benefits.
- Applying both resources of income leads to an average elderly income = \$40,128.

If the Board concludes that the information provided and the amendments to the ordinance are complete, the following action can be taken:

A motion to place an article on the Annual Town Meeting Warrant for April 8, 2017, to amend the Property Tax Assistance Program Ordinance and to hold a public hearing on (either 2/21, 3/7) or other at least ten (10) days before the Annual Town Meeting.

**TOWN OF NORTH YARMOUTH  
PROPERTY TAX ASSISTANCE ORDINANCE**

**SECTION 1. Title, Purpose, Authority**

Subsection 1.1 Purpose:

The purpose of this Ordinance is to establish a program to provide property tax assistance to persons **65 (sixty-five)** years of age and over, **whose household income is \$65,000 or less**, who reside in the Town of North Yarmouth. Under this program, the Town of North Yarmouth will provide supplemental cash refund payments to those individuals who qualify as North Yarmouth resident beneficiaries of the State of Maine Residents Property Tax Program pursuant to Chapter 907 of Title 36 of the Maine Revised Statutes and meet the criteria established by this Ordinance.

**SECTION 2. Definitions**

Subsection 2.1 Homestead: A homestead is a dwelling owned or rented by the person seeking tax assistance under this Ordinance or held in a revocable living trust for the benefit of that person. The dwelling must be occupied by that person and that person's dependents as a home.

Subsection 2.2 Qualifying Applicant: A qualifying applicant is a person who is determined by the ~~Treasurer~~**Town Manager**, after review of a complete application under Section 4 of this Ordinance, to be eligible for a refund payment under the terms of this Ordinance.

**SECTION 3. Criteria for Participation**

Subsection 3.1 - In order to participate in the Property Tax Assistance Program, an applicant shall demonstrate all of the following:

3.1.1 The applicant shall be **65 (sixty-five)** years of age or more at the time of application.

3.1.2 The applicant shall have a homestead in the Town of North Yarmouth at the time of the application and for the entire year prior to the date of application.

~~3.1.3 The applicant can provide proof of applying for a refund under the provisions of Chapter 907 of 36 M.R.S.A.~~

3.1.4**3** The applicant has been a resident of the Town of North Yarmouth for at least **10 (ten)** years immediately preceding the date of application for participation in the Program.

**SECTION 4. Application and Payment Procedures**

Subsection 4.1 - Person(s) seeking to participate in the Property Tax Assistance Program shall submit ~~an written application~~ to the ~~Treasurer~~**Town Manager** no later than ~~November~~**June** 30<sup>th</sup>. Applications are required every year to participate in this program. The ~~Treasurer~~**Town Manager** shall provide an application form for the program, which shall include, at a minimum, the applicant's name, homestead address and contact information. Attached to all applications shall be ~~either proof of household income. applying for or the dollar amount (copy of check) of State Refund under Chapter 907 of Title 36 (State Circuit Breaker Program).~~ The ~~Treasurer~~**Town Manager** shall review and determine if the application is complete and accurate and if the applicant is otherwise eligible to participate in the Program. The ~~Treasurer~~**Town Manager** shall notify an applicant if an application is determined to be incomplete. The ~~Treasurer~~**Town Manager**'s decision on eligibility to participate in the Program shall be final.

**SECTION 5. Determination of Eligibility and Amount of Eligibility**

Subsection 5.1 - If the ~~Treasurer~~**Town Manager** determines that the applicant is eligible to participate in the Program, he/~~she~~ shall determine the total amount of such eligibility. Eligibility shall be the lesser of the following amounts:

~~5.1.1 15% of the amount of the refund awarded by the State under Chapter 907, Title 36 M.R.S.A. (Maine Circuit Breaker Program) or;~~

5.1.2 Available monies in the Town ~~Circuit Breaker~~**Tax Assistance Program** fund or;

5.1.3 \$300.00.

Subsection 5.2 - The ~~Treasurer~~**Town Manager** shall report to the ~~Board of Selectmen~~**Select Board** at the second meeting in ~~December~~**August** each year, the projected payments and number of eligible applicants requesting assistance for the program fund.

## **SECTION 6. Program Fund - Limitations Upon Payments**

Subsection 6.1 - Payments under this Ordinance shall be conditioned upon the existence of sufficient monies in the Program Fund the year in which participation is sought. If there are not sufficient monies in the Program Fund to pay all qualifying applicants under this Ordinance, payments shall be limited to the amounts available in the Fund. In the event that a lack of funding results in no payment or less than the full payment to a qualifying applicant, the request will not carry over to the next year.

## **SECTION 7. Creation of the Program Fund**

Subsection 7.1 - The Program Fund from which payments shall be made under the terms of this Ordinance shall be created as follows:

Subsection 7.2 - As funds are available, the ~~Board of Selectmen~~**Select Board** shall request from the Annual Town Meeting to appropriate monies from the general fund or other sources to support this program. Any surplus monies available after all payments have been made shall be ~~carried forward~~**retained** ~~with~~ in the **Tax Assistance Program Reserve Fund** ~~for future years program use to the next fiscal year.~~

## **SECTION 8. Timing of Payments**

Subsection 8.1 - A person who qualifies for payment under this Program shall have their award amount applied to their outstanding real estate taxes (or pro-rated amount if inadequate funds are available) no later than January 15th for the year in which participation is sought.

## **SECTION 9. Limitations Upon Payments**

Subsection 9.1 - Only one qualifying applicant per household shall be entitled to payment under this Program each year. The right to file an application under this Ordinance is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of an applicant by the applicant's legal guardian or attorney-in-fact. If an applicant dies after having filed a timely complete application that results in a determination of qualification, the amount determined by the ~~Treasurer~~**Town Manager** shall be disbursed to another member of the household as determined by the Town Assessor or the ~~Treasurer~~**Town Manager**. If the applicant was the only member of a household, then no payment shall be made under this Ordinance.

ADOPTED: May 30, 2009

AMENDED: June 18, 2011

**AMENDED:** \_\_\_\_\_

**TOWN OF NORTH YARMOUTH  
PROPERTY TAX ASSISTANCE ORDINANCE**

**SECTION 1. Title, Purpose, Authority**

Subsection 1.1 Purpose:

The purpose of this Ordinance is to establish a program to provide property tax assistance to persons **70 (seventy-five)** years of age and over, whose household income is \$40,000 or less, who reside in the Town of North Yarmouth. Under this program, the Town of North Yarmouth will provide a tax credit to those individuals who qualify as North Yarmouth resident beneficiaries of the State of Maine Residents Property Tax Program pursuant to Chapter 907 of Title 36 of the Maine Revised Statutes and meet the criteria established by this Ordinance.

**SECTION 2. Definitions**

Subsection 2.1 Homestead: A homestead is a dwelling owned or rented by the person seeking tax assistance under this Ordinance or held in a revocable living trust for the benefit of that person. The dwelling must be occupied by that person and that person's dependents as a home.

Subsection 2.2 Qualifying Applicant: A qualifying applicant is a person who is determined by the Town Manager, after review of a complete application under Section 4 of this Ordinance, to be eligible for a refund payment under the terms of this Ordinance.

**SECTION 3. Criteria for Participation**

Subsection 3.1 - In order to participate in the Property Tax Assistance Program, an applicant shall demonstrate all of the following:

- 3.1.1 The applicant shall be **75** (seventy-five) years of age or more at the time of application.
- 3.1.2 The applicant shall have a homestead in the Town of North Yarmouth at the time of the application and for the entire year prior to the date of application.
- 3.1.3 The applicant has been a resident of the Town of North Yarmouth for at least 10 (ten) years immediately preceding the date of application for participation in the Program.

**SECTION 4. Application and Payment Procedures**

Subsection 4.1 - Person(s) seeking to participate in the Property Tax Assistance Program shall submit an application to the Town Manager no later than June 30<sup>th</sup>. Applications are required every year to participate in this program. The Town Manager shall provide an application form for the program, which shall include, at a minimum, the applicant's name, homestead address and contact information. Attached to all applications shall be proof of household income. The Town Manager shall review and determine if the application is complete and accurate and if the applicant is otherwise eligible to participate in the Program. The Town Manager shall notify an applicant if an application is determined to be incomplete. The Town Manager's decision on eligibility to participate in the Program shall be final.

**SECTION 5. Determination of Eligibility and Amount of Eligibility**

Subsection 5.1 - If the Town Manager determines that the applicant is eligible to participate in the Program, he/she shall determine the total amount of such eligibility. Eligibility shall be the lesser of the following amounts:

5.1.2 Available monies in the Town Tax Assistance Program fund or;

5.1.3 \$1,000.00 per household.

Subsection 5.2 - The Town Manager shall report to the Select Board at the first meeting in August each year, the projected payments and number of eligible applicants requesting assistance for the program fund.

### **SECTION 6. Program Fund - Limitations Upon Payments**

Subsection 6.1 - Payments under this Ordinance shall be conditioned upon the existence of sufficient monies in the Program Fund the year in which participation is sought. If there are not sufficient monies in the Program Fund to pay all qualifying applicants under this Ordinance, payments shall be limited to the amounts available in the Fund. In the event that a lack of funding results in no payment or less than the full payment to a qualifying applicant, the request will not carry over to the next year.

### **SECTION 7. Creation of the Program Fund**

Subsection 7.1 - The Program Fund from which payments shall be made under the terms of this Ordinance shall be created as follows:

Subsection 7.2 - As funds are available, the Select Board shall request from the Annual Town Meeting to appropriate monies from the general fund or other sources to support this program. Any surplus monies available after all payments have been made shall be retained in the Tax Assistance Program Reserve for future years program use..

### **SECTION 8. Timing of Payments**

Subsection 8.1 - A person who qualifies for payment under this Program shall have their award amount applied to their outstanding real estate taxes no later than January 15th for the year in which participation is sought.

### **SECTION 9. Limitations Upon Payments**

Subsection 9.1 - Only one qualifying applicant per household shall be entitled to payment under this Program each year. The right to file an application under this Ordinance is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of an applicant by the applicant's legal guardian or attorney-in-fact. If an applicant dies after having filed a timely complete application that results in a determination of qualification, the amount determined by the Town Manager shall be disbursed to another member of the household as determined by the Town Assessor or the Town Manager. If the applicant was the only member of a household, then no payment shall be made under this Ordinance.

ADOPTED: May 30, 2009

AMENDED: June 18, 2011

AMENDED: \_\_\_\_\_

## Rent References

**Title 36: TAXATION**  
**Part 9: TAXPAYER BENEFIT PROGRAMS**  
**Chapter 907: MAINE RESIDENTS PROPERTY TAX PROGRAM**  
**§6201-A**

### §6201. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [1991, c. 824, Pt. A, §80 (AMD).]

**1. Benefit base.** "Benefit base" means property taxes accrued or rent constituting property taxes accrued. In the case of a claimant paying both rent and property taxes for a homestead, benefit base means both property taxes accrued and rent constituting property taxes accrued. The benefit base may not exceed \$3,350 for single-member households and \$4,400 for households with 2 or more members. [ 2007, c. 700, Pt. A, §1 (AMD) .]

**2. Claimant.** "Claimant" means an individual who has filed a claim under this chapter and who was domiciled in this State and occupied a homestead in this State during the entire year for which a claim for relief under this chapter is filed. "Claimant" also includes an individual who has filed a claim under this chapter and who was domiciled in this State and owned or otherwise maintained a homestead in this State during the entire year for which the claim for relief under this chapter is filed and occupied that homestead for at least 6 months during that year. Regardless of how many names of individuals appear on the property deed, the person who meets the qualifications described in this subsection and proves sole responsibility for the payment of the property taxes on the subject property is the claimant with respect to that property. If 2 or more individuals meet the qualifications in this subsection and share the payment of the rent or the responsibility for the payment of the property taxes, each individual may apply on the basis of the rent paid or the property taxes levied on the homestead that reflect the ownership percentage of the claimant and the claimant's household.

If 2 or more individuals claim the same property, the matter must be referred to the State Tax Assessor, whose decision is final. Ownership of a homestead under this chapter may be by fee, by life tenancy, by bond for deed, as mortgagee or any other possessory interest in which the owner is personally responsible for the tax for which a refund is claimed. [ 2007, c. 438, §111 (AMD) .]

**3. Elderly household.** "Elderly household" means a household in which, during the year for which relief is requested:

- A. At least one member of the household had attained the age of 62; [2007, c. 438, §112 (AMD).]
- B. The claimant was not married and had attained the age of 55 and was, due to disability, receiving federal disability payments such as supplemental security income; or [2007, c. 438, §112 (AMD).]
- C. The claimant was married and had attained the age of 55 and both the claimant and the claimant's spouse were, due to disability, receiving federal disability payments such as supplemental security income. [2007, c. 438, §112 (AMD).] [ 2007, c. 438, §112 (AMD) .]

**4. Gross rent.** "Gross rent" means rental paid at arm's length solely for the right of occupancy of a homestead, exclusive of charges for any utilities, services, furniture, furnishings or personal property appliances furnished by the landlord as part of the rental agreement, whether or not expressly set out in the rental agreement. If the landlord and tenant have not dealt with each other at arm's length, and the State Tax Assessor is satisfied that the gross rent charged was excessive, the State Tax Assessor may adjust the gross rent to a reasonable amount for purposes of this chapter. [ 1991, c. 824, Pt. A, §81 (AMD) .]

**5. Homestead.** "Homestead" means the dwelling owned or rented by the claimant or held in a revocable living trust for the benefit of the claimant and occupied by the claimant and the claimant's dependents as a home, and may consist of a part of a multidwelling or multipurpose building and a part of the land, up to 10 acres, upon which it is built. "Owned" includes a vendee in possession under a land contract and of one or more joint tenants or tenants in common and includes possession under a legally binding agreement that allows the owner of the dwelling to transfer the property but continue to occupy the dwelling as a home until some future event stated in the agreement. [ 2011, c. 513, §1 (AMD) .]

**6. Household.** "Household" means a claimant and spouse and members of the household for whom the claimant under this chapter is entitled to claim an exemption as a dependent under Part 8 for the year for which relief is requested. [ 1987, c. 516, §§3, 6 (NEW) .]

**7. Household income.** "Household income" means all income received by all persons of a household in a calendar year while members of the household. [ 1987, c. 516, §§3, 6 (NEW) .]

**8. Household income eligibility adjustment factor.** "Household income eligibility adjustment factor" means one plus the annualized cost-of-living adjustments for Social Security retirement benefits during the year for which relief is requested. [ 1987, c. 516, §§3, 6 (NEW) .]

**9. Income.** "Income" means Maine adjusted gross income determined in accordance with Part 8, modified as provided by this subsection. A. Maine adjusted gross income must be increased by the following amounts, to the extent not included in Maine adjusted gross income:

- (1) Contributions, including catch-up contributions, to any pension, annuity or retirement plan, including contributions to an individual retirement account under Section 408 of the Code, a simplified employee pension plan, a salary reduction simplified employee pension plan, a savings incentive match plan for employees plan and a deferred compensation plan under Section 457 of the Code and cash or deferred arrangements under Section 401 of the Code and qualified, or "Keogh," accounts;
- (2) Nontaxable contributions to a flexible spending arrangement under Section 125 of the Code;
- (3) Amounts excluded from gross income under Section 129 of the Code;
- (4) Distributions from a ROTH IRA;
- (5) Capital gains;
- (6) The absolute value of the amount of trade or business loss, net operating loss carry-over, capital loss, rental loss, farm loss, partnership or S Corporation loss included in Maine adjusted gross income;
- (7) Inheritance;
- (8) Life insurance proceeds paid on death of an insured;
- (9) Nontaxable lawsuit rewards resulting from lawsuits for actions such as slander, libel and pain and suffering, excluding reimbursements such as medical and legal expenses associated with the case;
- (10) Support money;
- (11) Nontaxable strike benefits;
- (12) The gross amount of any pension or annuity, including railroad retirement benefits;
- (13) All payments received under the federal Social Security Act and state unemployment insurance laws;
- (14) Veterans' disability pensions;
- (15) Nontaxable interest received from the Federal Government or any of its agencies or instrumentalities;
- (16) Interest or dividends on obligations or securities of this State and its political subdivisions and authorities;
- (17) Workers' compensation and the gross amount of "loss of time" insurance; and
- (18) Cash public assistance and relief, but not including relief granted under this chapter. [2007, c. 438, §113 (NEW).]

B. Maine adjusted gross income must be decreased by the following amounts, to the extent included in Maine adjusted gross income:

- (1) The first \$5,000 of proceeds from a life insurance policy, whether paid in a lump sum or in the form of an annuity;
- (2) A rollover from an individual retirement account, pension or annuity fund or plan to an individual retirement account, pension or annuity fund or plan;
- (3) Gifts from nongovernmental sources; and
- (4) Surplus foods or other relief in kind supplied by a governmental agency. [2007, c. 438, §113 (NEW).][ 2007, c. 438, §113 (RPR) .]

**10. Property taxes accrued.** "Property taxes accrued" means property taxes exclusive of special assessment, delinquent interest and charges for service levied on a claimant's homestead in this State as of April 1, 1972, or any tax year thereafter. If a claimant receives an abatement of property taxes based on hardship or poverty pursuant to section 841, subsection 2 during the year for which relief is requested, "property taxes accrued" means only the portion of property taxes levied that was not abated during the year

for which the claimant requests relief. If a homestead is owned by 2 or more persons or entities as joint tenants or tenants in common, and one or more persons or entities are not members of the claimant's household, "property taxes accrued" is that part of property taxes levied on the homestead that reflects the ownership percentage of the claimant and the claimant's household. If a claimant and spouse own their homestead for part of the year for which relief is requested and rent it or a different homestead for part of the same tax year, "property taxes accrued" means taxes levied on the homestead on April 1st, multiplied by the percentage of 12 months that the property was owned and occupied by the household as its homestead during the year for which relief is requested. When a household owns and occupies 2 or more different homesteads in this State in the same calendar year, property taxes accrued relate only to the total of the property taxes owed for the time that each property was occupied by the household as a homestead. To calculate the amount attributable to each property, the April 1st assessment on each homestead is multiplied by the percentage of 12 months that each property was owned and occupied by the claimant as the claimant's homestead during the year for which relief is requested. If a homestead is an integral part of a larger unit such as a farm, or a multipurpose or multidwelling building, property taxes accrued are that percentage of the total property taxes accrued that the value of the homestead is of the total value, except that property taxes accrued do not include any portion of taxes claimed as a business expense for federal income tax purposes. For purposes of this chapter, "unit" refers to the parcel of property separately assessed of which the homestead is a part. [ 2013, c. 424, Pt. A, §28 (AMD) .]

**11. Rent constituting property taxes accrued for an elderly household.** "Rent constituting property taxes accrued for an elderly household" means 25% of the gross rent actually paid in cash or its equivalent in any tax year by a claimant and the claimant's household solely for the right of occupancy of their Maine homestead in the tax year and which rent constitutes the basis, in the succeeding calendar year, of a claim for relief under this chapter by the claimant. 1987, c. 839, §1 (AMD) .]

**11-A. Rent constituting property taxes accrued for nonelderly household.** "Rent constituting property taxes accrued for nonelderly household" means 20% of the gross rent actually paid in cash or its equivalent in any tax year by a claimant and the claimant's household solely for the right of occupancy of their Maine homestead in the tax year and which rent constitutes the basis, in the succeeding calendar year, of a claim for relief under this chapter by the claimant. [ 2005, c. 2, Pt. E, §2 (AMD); 2005, c. 2, Pt. E, §§7, 8 (AFF) .]

**12. Year for which relief is requested.** "Year for which relief is requested" means the calendar year preceding that in which the claim is filed. For a claim filed during January to May of any year, or during the extension period allowed under section 6215, "year for which relief is requested" means the calendar year 2 years preceding that in which the claim is filed.



Date: February 3, 2017

To: Select Board

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

**RE: Board & Committee Appointments**

The following applications have been submitted for appointment:

**1. Planning Board**

- Audrey Lones - Regular Member - 3 year term
- Chris Cabot - Alternate Member - 3 year term

**2. Budget Committee**

- Bill Whitten - 3 year term

**3. Comprehensive Plan Committee**

- Bill Whitten - 5 month term

**4. Economic Development & Sustainability Committee**

- Bill Whitten 5 month term

Applications follow memorandum.



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

## TOWN OF NORTH YARMOUTH BOARD & COMMITTEES Volunteer Form

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

- |   |  |
|---|--|
| <input type="checkbox"/> Budget Committee<br>(Elected position only if vacancy available) | <input type="checkbox"/> Prince Memorial Library Advisory Board            |
| <input type="checkbox"/> Board of Assessment Review                                       | <input type="checkbox"/> Communications Committee                          |
| <input type="checkbox"/> Parks & Recreation Committee                                     | <input type="checkbox"/> Economic Development and Sustainability Committee |
| <input type="checkbox"/> Shellfish Conservation Commission                                | <input type="checkbox"/> Events Committee                                  |
| <input checked="" type="checkbox"/> Planning Board  | <input type="checkbox"/> Flag Committee                                    |
| <input type="checkbox"/> Zoning Board   | <input type="checkbox"/> Wescustago Hall Committee                         |
| <input type="checkbox"/> Joint Standing Committee   | <input type="checkbox"/> North Yarmouth School Scholarship Fund Committee  |
| <input type="checkbox"/> Recreation Advisory Board  | <input type="checkbox"/> Wescustago Building & Design Committee            |
| <input type="checkbox"/> Town Comprehensive Plan Committee                                |  |
| <input type="checkbox"/> Town Office Renovation Committee                                 |  |

Please provide the following information:

Name: Audrey Lones

Email: audrey@alum.mit.edu

Mailing Address: 107 Boston Rd

Phone: 829-4171

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. ~~I find the~~ I find the work of the Planning Board interesting and now have the time to devote to a volunteer position.
2. Do you have any relevant experience, training or credentials that you would like us to consider? Background in project planning, GIS, engineering degree, service on other municipal committees

3. Have you ever served on any boards/ committees before? If so, when and where?  
MSADSI Board 2000-2006, G-Plan rep for North Yarmouth, Economic Development Committee - 2013-2016, GIS evaluation committee, Town website contractor evaluation.

Audrey Lones  
Volunteer Signature

7/19/17  
Date



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

## TOWN OF NORTH YARMOUTH BOARD & COMMITTEES Volunteer Form

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

- |   |  |
|---|--|
| <input type="checkbox"/> Budget Committee<br>(Elected position only if vacancy available) | <input type="checkbox"/> Prince Memorial Library                           |
| <input type="checkbox"/> Board of Assessment Review                                       | <input type="checkbox"/> Advisory Board                                    |
| <input type="checkbox"/> Parks & Recreation Committee                                     | <input type="checkbox"/> Communications Committee                          |
| <input type="checkbox"/> Shellfish Conservation Commission                                | <input type="checkbox"/> Economic Development and Sustainability Committee |
| <input checked="" type="checkbox"/> Planning Board  | <input type="checkbox"/> Events Committee                                  |
| <input type="checkbox"/> Zoning Board   | <input type="checkbox"/> Flag Committee                                    |
| <input type="checkbox"/> Joint Standing Committee   | <input type="checkbox"/> Comprehensive Plan Committee                      |
| <input type="checkbox"/> Recreation Advisory Board  | <input type="checkbox"/> Wescustogo Hall Building & Design Committee       |
| <input type="checkbox"/> Town Office Renovation Committee                                 |  |

Please provide the following information:

Name: Chris Cabot

Email: ccabot@mainefarmlandtrust.org

Mailing Address: 418 Walnut Hill Rd North Yarmouth ME 04097

Phone: 400-6681

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

Although I've only lived in town for a short time (Fall of 2013), my family + I have quickly grown to love the town. I would be happy to bring my education + experience to serve on the Planning Board.

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

I have a M.S. in Conservation Biology + have worked in the Maine environmental field for the last 11 years. In my job with Maine Farmland Trust and in previous positions, I have worked closely with Town Planners and am familiar with the typical role of a Planning Board. I'm also a former employee of the Land division of the Maine DEP.

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

Yes. Currently on NY's Comp. Plan Committee and have served (as staff) on a number of land trust committees and the Merry Meeting Food Council.

Chris Cabot  
Volunteer Signature

1/30/17  
Date





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

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

**Budget Committee**  
(Elected position only if vacancy available)

**Board of Assessment Review**

**Parks & Recreation Committee**

**Shellfish Conservation Commission**

**Planning Board**

**Zoning Board**

**Joint Standing Committee**

**Recreation Advisory Board**

**Town Office Renovation  
Committee**

**Please provide the following information:**

**Name: William Whitten (Bill)**

**Email: Wwhitten@maine.rr.com**

**Mailing Address: 1537 North Rd**

**Phone: 232-6099. 12/31/16**

## **Prince Memorial Library**

### **Advisory Board**

**Communications Committee**

**Economic Development and  
Sustainability Committee**

**Events Committee**

**Flag Committee**

**Comprehensive Plan Committee**

? **Wescustogo Hall Building & Design Committee**

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

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

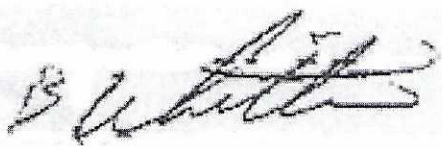
I checked two items because it seems these two would be the same committee, but I am looking to be on a strategic planning comm. as mentioned by Annie Graham. I would like to be on the committee(s) because, although I have lived in Cumberland and Yarmouth for over 35 years, I recently moved to N Yarmouth and also retired, so I feel I have the time and skills to contribute to the needs of these groups.

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

I was born in a small town (Lincoln) in northern Maine, lived for many years in the Bangor area, understanding small towns. I was in television and radio for about 35 years, mainly here in Portland. I was the Assist. County Manager for Cumberland County the past 11 years, have served on the Civic Center (CIA) board of Trustees for 12 years, and was just reappointed to start again Jan 1. I have served on many committees over the years, including MRRA redevelopment, various business groups and organizations.

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

See above, but also in my duties as Assist CM I did a great deal of lobbying for the county, as a region, in the Legislature for several years, and see above for comm. etc..



**William Whitten**

Volunteer Signature



From: Town Hall Renovation Committee

To: Board of Selectmen

Dated: February 1, 2017

Re: Status

We have concluded that renovating the current town hall would be ineffective and a waste of money for the following reasons:

1. ADA issues including multi-level need for an elevator
2. Air quality issues: because of air and water leaks in the building envelope there are issues with mold, and air quality.
3. Poor layout: Problem areas include not enough overall space, needing a larger vault, inadequate office space, conference room space, breakroom/kitchen and bathroom
4. Current maintenance costs
5. Current utility/running costs

We have also concluded that it would make sense to look at the Memorial school site for construction of a new town office. We are planning to explore that avenue if the B.O.S. approves our direction.

Respectfully,

Andy Walsh, Chair  
Town Hall Renovation Committee



# North Yarmouth Fire Rescue

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**Gregory A Payson, Fire Rescue Chief**

To: Select board Members  
Reference: Hazard Mitigation Plan  
Date: 02/03/2017

The 2017 Cumberland County Hazard mitigation plan is one that is updated every 5 years. The plan looks at a variety of potential items for the county to include but not limited to Flooding, Severe Winter Storm, Severe Summer Storms, Wildfires, and Coastal Erosion.

Every town must sign off on the County Wide plan as presented to FEMA. The plan is due to be handed in to FEMA no later than February 13, 2017. The previous plan called for culvert work on Milliken Rd and the possibility of raising the road on West Pownal Rd between 88 and 192 West Pownal. Raising the road would be very expensive for the town at this time. We have removed the Milliken Rd from the 2012 plan since that project has been completed during the time frame between the 2012 plan and today.

This plan only calls to continue monitoring the annual flooding that occurs on the West Pownal Rd. Clark, the County, and believe to raise the road to avoid flooding would be well over a 2 million dollar project. I do not believe we are in a position at this time to raise the road for the flooding that occurs two to three times a year. If during the next 5 years the flooding and erosion of the area become more severe, we will look at actual costs and options to prevent any further damage. This would be a collaborative effort between Public Works, County EMA, and myself as the town EMA director.

The plan must be signed off on by all of the Select Board members. If Cumberland County EMA does not receive the document and turn it in to FEMA by February 13, 2017, the county stands to lose any funding for projects moving forward and may not receive emergency funding in the event we have significant storms over the next five years.

Thank you in your expedient work on this project.

Respectfully  
Chief Gregory Payson

**463 Walnut Hill Road, North Yarmouth, Maine 04097**

**Station - 207-829-3025**

**Fax - 207-829-4893**

**Mailing Address: 10 Village Square Rd., North Yarmouth, Maine 04097**



## **2. PREREQUISITES**

### **RESOLUTION**

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in Cumberland County;

And whereas the creation of a multi-jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, this multi-jurisdictional county of 3 cities and 25 towns is committed to the mitigation goals and measures as presented in this plan;

Therefore the City Councils and Boards of Selectmen hereby adopt the Cumberland County Hazard Mitigation Plan – 2017 Update; and

Therefore, the Cumberland County Commissioners, acting on behalf of the county, hereby adopt the Cumberland County Hazard Mitigation Plan – 2017 Update.

#### Authorizing Signatures

#### Commissioners/City/Town of North Yarmouth

_____ Name / Signature	_____ Position	_____ Date
_____ Name / Signature	_____ Position	_____ Date
_____ Name / Signature	_____ Position	_____ Date
_____ Name / Signature	_____ Position	_____ Date
_____ Name / Signature	_____ Position	_____ Date

North Yarmouth Town Office: 10 Village Square Rd North Yarmouth, ME 04097 207-829-3705

Contact person: Gregory Payson, Fire Rescue Chief / EMA Director

Date: February 3, 2017

To: Select Board

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

**RE: SPIRIT OF AMERICA TRIBUTE**

Every year the Spirit of America Foundation sponsors a recognition and celebration for the many local volunteers in the state of Maine. The 80+ participating towns/cities select a local volunteer, project or group to receive this distinguished award for excellence in community service. I have worked with Bruce Flaherty and the foundation in the past, and it is an excellent way to acknowledge town volunteers and their hard work and dedication. Please see Bruce's letter (following memo) for more details on the program.

If the Select Board agrees to participate the foundation is hoping to hear back from us by no later than February 28<sup>th</sup>. The Board may choose to take action at this meeting or the meeting of the 21<sup>st</sup>.

Thank you for your consideration of the Spirit of America Tribute award.

## Rosemary Roy

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**From:** Bruce Flaherty <bwflah@gmail.com>  
**Sent:** Tuesday, January 24, 2017 1:19 PM  
**To:** Rosemary Roy  
**Subject:** For Selectmen: 2017 North Yarmouth Spirit of America Tribute

Dear Rosemary & Other North Yarmouth Officials,

Hope you're enjoying a great 2017!

**Invitation:**

Your Board of Selectmen is asked to pick the local person, project or group to receive the 2017 North Yarmouth Spirit of America Foundation Tribute for outstanding community service using your own criteria and to honor the recipient (presumably with a resolution or proclamation) at your annual town meeting. We'll need to know (see end of this e-mail) about the recipient to facilitate an anticipated Fall event honoring all 2017 Spirit of America award winners throughout Cumberland County.

Best/simplest strategy for most communities: choose the one to whom your annual town report is dedicated as Spirit of America winner and honor them (perhaps posthumously) at the annual town meeting – it's a well-attended event (great publicity for those honored) & is a nice tradition to which folks will look forward!

Your Selectboard may choose and honor the town's Spirit of America recipient each year without waiting to hear from us.

**County event:**

The 2017 privilege granted to Maine municipalities to choose Spirit of America Foundation Tribute winners expires on June 30. For any municipality not informing us of its Spirit of America recipient by 6/30, its county officials have permission to pick the 2017 winner. That sensible arrangement gives towns plenty of time to make a selection, helps counties with planning/preparing certificates for their annual Spirit of America event, and could ensure the county ceremony publicizes community service for each town.

Twelve Maine counties have hosted ceremonies honoring their towns' recipients of the 2016 Spirit of America Foundation Tribute – go to site <http://wqltgreeneme.pegcentral.com/player.php?video=52b27782b533bdd1f279d93c70b03f7a> to watch Androscoggin County's affair or to Maine County Commissioners Association site [http://www.mainecounties.org/uploads/1/8/8/6/18869398/mcca\\_newsletter\\_november\\_2016.pdf](http://www.mainecounties.org/uploads/1/8/8/6/18869398/mcca_newsletter_november_2016.pdf) to see Oxford County's event photo – a ceremony honoring Franklin County's winners is scheduled for Jan. 26 & all Spirit of America winners in the other three counties were recognized at a tri-county event in October. We're hoping every county will host a ceremony honoring its 2017 Spirit of America recipients!

**Background:**

Spirit of America Foundation is a 501(c)(3) public charity established in Augusta, ME to encourage volunteerism & it allows the Spirit of America Foundation Tribute to be presented in the name of any Maine municipality. There is no fee involved, and local officials chose their community's 2016 Spirit of America winner in 100+ towns!

The first Spirit of America Foundation award was presented to Alma Jones by Augusta Mayor William Burney on Nov. 26, 1991. Maine Governors John Baldacci and Angus King and Maine Municipal Association Director Chris Lockwood are among many who have played key roles at one of the 500+ Spirit of America ceremonies over the years. You can find more info about the Foundation on website <http://spiroaf.com> (where the 'Municipal Resolution' page has sample resolutions, and the 'Honored Ever' page lists towns' previous winners).

A municipality may achieve Spirit of America's Gold Distinction by presenting the Spirit of America Foundation Tribute at the annual town meeting or inauguration, during an annual community festival, or during National Volunteer Month (April). Qualifying towns are listed on the 'Gold Distinction' page on website <http://spiroaf.com> (and you may find links to this site in Maine Municipal Association's Dec. 2016 'MMA This Month' e-mail newsletter & on its <http://memun.org> website under 'Recent Announcements').

2016 Gold Distinction towns included: Appleton, Bath, Belgrade, Benton, Bowdoinham, Cambridge, Canaan, Casco, Chelsea, Cherryfield, China, Damariscotta, Detroit, Dixfield, Dresden, Durham, Eastport, Edgcomb, Embden, Fairfield,



Farmingdale, Fayette, Freedom, Georgetown, Greene, Guilford, Hallowell, Harmony, Hartland, Hiram, Kingfield, Leeds, Lewiston, Livermore, Madison, Manchester, Marshfield, Mechanic Falls, Mercer, Minot, Monroe, Montville, Mount Chase, Mount Vernon, Norridgewock, North Berwick, Oakland, Orland, Palmyra, Paris, Phippsburg, Pittsfield, Pittston, Poland, Readfield, Richmond, Ripley, Rome, Roxbury, Sangerville, Searsport, Sebec, Shirley, Sidney, Skowhegan, Solon, Somerville, Starks, Stockton Springs, Troy, Union, Waldoboro, Washington, Waterville, Wayne, West Bath, West Gardiner, Whitefield, Windham, Winslow, Winterport, Woolwich.

Hoping you tell us by Feb. 28 the name, mailing address and an accomplishment of North Yarmouth's 2017 Spirit of America recipient and also the occasion of your local award ceremony (see end of this e-mail) – will publicize your town as a 'Pacesetter' if you do! Thanks for your immense help to volunteerism!

Bruce Flaherty, President  
Maine Spirit of America  
(a chapter of Spirit of America Foundation)  
622-7311

We anticipate the most common 2017 scenario will be that towns present a resolution (and the 'Municipal Resolution' page at [spiroaf.com](http://spiroaf.com) has samples) to their Spirit of America winner at the annual town meeting.

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After your town selects its 2017 winner, please visit website <http://spiroaft.com/soatd> (note the 'spiroaft.com' spelling) & follow these steps to enter the info we need from 'you':

Click 'Login' link at top right, enter 'So-222' for both Username and Password, then click 'Log in' button, click 'Home'.

Enter 'Town', 'Winner Name', 'Winner Mailing Address', 'Winner Accomplishments' (15-25 words), Occasion of award presentation/'Distinction', 'Dedication', 'Name of Committee Choosing Winner', 'Your Name', 'Your Title', 'County', then click 'Submit'.

Thank you so much for your help!