Town of North Yarmouth Select Board Meeting Agenda Tuesday, August 2, 2022 Regular Business Meeting 7:00 PM

Wescustogo Hall & North Yarmouth Community Center

Select Board Members

Brian Sites, Chairperson Paul Hodgetts, Board Member Amy Haile, Board Member

Andrea Berry, Board Member Kate Perrin, Board Member

I. Call to Order

Pledge of Allegiance

The format and structure for Select Board meetings are authorized and governed by our Town Charter and the Select Board Bylaws with overarching guidance from Maine Statues. Select Board members are not collectively or individually allowed to speak about personnel matters and may only address personnel matters in an executive session per State Statute Title 1 § 401

II. Appointments (pgs. 2-3, motions)

- Recreation Advisory Board Johnna Mulligan (two (2) year term)
- Select Board Liaisons to Boards and Committees (pg. 3)

III. Special Presentations

IV. Announcements

V. Consent Agenda (pg.4, motions)

Items under "Consent Agenda" are routine items that require Board action but typically do not contain much discussion. The consent agenda does not call for any discussion, but any Select Board member may request a particular item to be removed by a vote of the Select Board to be discussed further under "Old Business".

- Payroll Accounts Payable Warrants (warrant separate)
- Municipal Accounts Payable Warrants (warrant separate)

VI. Public Comment - Non-Agenda Items

Comments regarding non-agenda issues, concerns, commendations, or matters of general public information are welcome. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so respectfully and constructively. Topics relating to personnel matters cannot be acknowledged.

Each individual must be recognized by the Chair and will have up to three (3) minutes to speak. The Chair may recognize members of the public at their discretion and will prioritize individuals who have not spoken more than once.

VII. Management Reports & Communications

- Town Manager's Report
- June 1, 2022 June 30, 2022 (FY22) Expense & Revenue Reports (pgs. 6-16)

VIII. Old Business

Select Board Goals

IX. New Business (pg. 18, motions)

- Award AV Installation & Broadcasting Upgrades Request for Proposal (pgs. 19-22, memo; pgs. 23-56, proposal materials)
- Charter Amendments (pgs. 57-65)

X. Any Other Business

XI. 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.

II. Appointments

August 2, 2022

Recreation Advisory Board – Johnna Mulligan (two (2) year term)

Listed in the last Select Board packet was Johnna Mulligan's term that was set to expire on June 30, 2023, as it was listed with other positions set to expire in one (1) year. However, the Select Board has typically allowed those serving on the Recreation Advisory Board to serve for two (2) years.

A motion to reconsider the July 19th vote along with a motion to appoint Johnna Mulligan for a full two (2) year term (ending June 30, 2023) are below:

SUGGESTED MOTION(S)

- 1) Move that the Select Board reconsider their vote on July 19, 2022, to appoint Johnna Mulligan to the Recreation Advisory Board for a term that was initially set to expire on June 30, 2023. Second, discussion and vote follow.
- 2) Move that the Select Board appoint Johnna Mulligan to the Recreation Advisory Board for a term to expire on June 30, 2024. Second, discussion and vote follow.

Select Board Liaisons to Boards and Committees

On the next page are the vacant positions to committees and boards the Select Board has previously appointed its own members to.

SUGGESTED MOTION

Move that the Select Board appoin	t Selectperson	as a liaison
to the	for a term to expire on June 30	o, 2023. Second,
discussion and vote follow.		

Note: this motion can be used for each position that the board wishes to appoint members to. Board members can nominate themselves if they so choose.

II. Appointments

Position	<u>Current</u> Member/Vacancy	New Term Ending	<u>Previous</u> Liaison
Budget Committee	Vacancy	June 30, 2023	Chairperson Sites
Planning Board	Vacancy	June 30, 2023	Selectperson Hodgetts
Wescustogo Hall Committee	Vacancy	June 30, 2023	Chairperson Sites
Zoning Board of Appeals	Vacancy	June 30, 2023	Selectperson Hodgetts
Recycling Advisory Board	Vacancy	June 30, 2023	Chairperson Sites
Wescustogo Hall Committee	Vacancy	June 30, 2023	Selectperson Moulton
Joint Standing Committee	Vacancy	June 30, 2023	Selectperson Moulton
Recreation Advisory Board	Vacancy	June 30, 2023	Selectperson Moulton
Flag Committee	Vacancy	June 30, 2023	Selectperson Reed
Living Well in North Yarmouth	Vacancy	June 30, 2023	Selectperson Reed
Economic Development & Sustainability Committee	Vacancy	June 30, 2023	Selectperson Reed
North Yarmouth School Fund Trustees	Vacancy	June 30, 2023	Selectperson Moulton
Parks and Recreation	Vacancy	June 30, 2023	Selectperson Moulton

VI. Consent Agenda

August 2, 2022

Consent Agenda items are considered routine and will be considered for adoption by one (1) motion with no separate discussion unless a Select Board member requests and item to be removed.

- Payroll Accounts Payable Warrants
- Municipal Accounts Payable Warrants

APPROVE CONSENT AGENDA, AS PRESENTED

Move that the Select Board approve the Consent Agenda, as presented. Second, discussion and vote follow.

OR

FURTHER DISCUSSION

Move to remove_____ from the "Consent Agenda" for further discussion under "Any Other Business". Second, discussion and vote follow.

NOTE: WHEN A SELECT BOARD MEMBER WISHES TO TAKE AN ITEM OUT OF ORDER, THE BOARD MEMBER MAY MAKE A MOTION TO DO SO, AS LISTED UNDER "FURTHER DISCUSSION".

Example

- 1) "I move to remove the April 19, 2022, Business Meeting Minutes from the Consent Agenda for further discussion under 'Any Other Business'". *Second, discussion and vote*.
- 2) At this point, there is a vote on the motion (if there is a second). A vote to approve the Consent Agenda, **as amended**, is then required without any further discussion. (see below)
- 3) "I move to approve the 'Consent Agenda", as amended". Second, discussion and vote.

VII. Management Reports & Communications

August 2, 2022

<u>June 1, 2022 – June 30, 2022 (FY22) Expense & Revenue Reports</u> Reports included herein.

SELECT BOARD REVENUE REPORT

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DEPARTMENT(S): 100 JULY TO JUNE

ACCOUNT	BUDGET NET	YTD DEBITS	YTD CREDITS	YTD NET	UNCOLL BALANCE	PCT COLL
	12,939,760.56					97 . 77
100 - REVENUES		181,343.25	12,832,884.74	12,651,541.49	288,219.07	
4010 - AGENT FEES	13,000.00	0.00	17,127.50	17,127.50	-4,127.50	131.75
4020 - RESCUE FEES	50,000.00	0.25	85,424.52	85,424.27	-35,424.27	170.85
4030 - APPEALS	50.00	0.00	0.00	0.00	50.00	0.00
4040 - BETE REIMBURSEMENT	61,608.74	0.00	61,733.00	61,733.00	-124.26	100.20
4050 - BOAT EXCISE	5,500.00	14.00	8,156.90	8,142.90	-2,642.90	148.05
4060 - BUILDING PERMITS	62,000.00	0.00	137,124.82	137,124.82	-75,124.82	221.17
4065 - BUDGETED USE OF UFB	396,685.00	0.00	0.00	0.00	396,685.00	0.00
4067 - BURN PERMITS - ONLINE	200.00	0.00	80.00	80.00	120.00	40.00
4070 - CASH SHORT/OVER	0.00	346.34	32.10	-314.24	314.24	
4080 - CATV FRANCHISE FEES	30,000.00	0.00	28,674.56	28,674.56	1,325.44	95.58
4090 - CELL TOWER RENTAL	42,000.00	0.00	46,294.97	46,294.97	-4,294.97	110.23
4110 - CEO MISC. PERMITS	4,750.00	0.00	850.00	850.00	3,900.00	17.89
4115 - CEO ADMINISTRATION FEES	7,500.00	0.00	9,876.00	9,876.00	-2,376.00	131.68
4130 - CLERK FEES	700.00	31.77	765.00	733.23	-33.23	104.75
4140 - CUSTOMER SERVICES FEES	350.00	0.00	558.33	558.33	-208.33	159.52
4150 - DOG LICENSE FEES / ACO SERVICE	1,550.00	1,700.00	1,700.00	0.00	1,550.00	0.00
4156 - GRANTS RECIVABLE - FUND 10	0.00	0.00	800.00	800.00	-800.00	
4157 - PARK USE PERMIT DOGS	500.00	0.00	150.00	150.00	350.00	30.00
4160 - ELECTRICAL PERMITS	11,000.00	25.00	26,862.24	26,837.24	-15,837.24	243.97
4190 - FOAA FEES	0.00	0.00	221.60	221.60	-221.60	
4210 - GENERAL ASSISTANCE	700.00	0.00	0.00	0.00	700.00	0.00
4220 - HOMESTEAD EXEMPTION	339,439.28	0.00	323,353.00	323,353.00	16,086.28	95.26
4230 - RENEWABLE ENERGY EXEMPTION	0.00	0.00	4,698.00	4,698.00	-4,698.00	
4255 - EMA REIMBURSEMENTS	8,000.00	0.00	0.00	0.00	8,000.00	0.00
4260 - LOCAL ROAD ASSISTANCE PROGRAM	25,000.00	0.00	27,912.00	27,912.00	-2,912.00	111.65
4265 - PROPERTY & CASUALTY POOL	5,000.00	0.00	4,982.00	4,982.00	18.00	99.64
4270 - MSAD ELECTIONS	1,700.00	0.00	0.00	0.00	1,700.00	0.00
4280 - MISC REVENUES	1,200.00	28,711.26	45,206.86	16,495.60	-15,295.60	999.99
4290 - BMV EXCISE	950,000.00	0.00	1,064,267.80	1,064,267.80	-114,267.80	112.03
4310 - PEER REVIEW	1,000.00	0.00	0.00	0.00	1,000.00	0.00
4320 - PLANNING BOARD	1,200.00	0.00	525.00	525.00	675.00	43.75
4330 - PLUMBING PERMITS	10,000.00	0.00	15,900.00	15,900.00	-5,900.00	159.00
4335 - PRIVATE ROAD SIGNS	300.00	0.00	121.50	121.50	178.50	40.50
4340 - SHARP HOUSE RENTAL FEES	10,200.00	300.00	11,350.00	11,050.00	-850.00	108.33
4342 - ROAD ORDINANCE PERMITS	0.00	0.00	350.00	350.00	-350.00	
4345 - WH&CC FEES	51,400.00	7,317.00	39,245.35	31,928.35	19,471.65	62.12
4346 - WH&CC SPCL EVENTS	0.00	0.00	947.00	947.00	-947.00	
4350 - REVENUE SHARING	423,770.00	53,504.13	640,312.12	586,807.99	-163,037.99	138.47
4360 - SALE OF ASSETS	2,700.00	0.00	984.00	984.00	1,716.00	36.44
4370 - SITE PLAN REVIEW	750.00	250.00	750.00	500.00	250.00	66.67
4380 - SNOWMOBILE CLUBS STATE REIMBUR	1,000.00	1,132.02	1,132.02	0.00	1,000.00	0.00
4390 - SOLID WASTE/RECYCLING	170,000.00	0.00	197,066.72	197,066.72	-27,066.72	115.92
4400 - SW HAULER PERMIT	75.00	0.00	25.00	25.00	50.00	33.33
4410 - TAX COMMITMENT	9,813,132.54	0.00	9,813,138.51	9,813,138.51	-5.97	100.00
4415 - TAX SUPPLEMENTAL	0.00	86,519.88	86,519.88	0.00	0.00	
4420 - TAX INTEREST	12,000.00	19.98	17,211.90	17,191.92	-5,191.92	143.27
4430 - TAX PENALTY	3,000.00	1,389.62	1,389.62	0.00	3,000.00	0.00
4480 - TREE GROWTH EXEMPTION	2,500.00	0.00	3,568.10	3,568.10	-1,068.10	142.72
4485 - CONSOLIDATED COMM. LEASE	6,000.00	0.00	5,500.00	5,500.00	500.00	91.67
4500 - VETERAN'S EXEMPTION	2,200.00	0.00	2,099.00	2,099.00	101.00	95.41
4510 - VITAL RECORDS	2,600.00	82.00	2,843.60	2,761.60	-161.60	106.22
4991 - WH DONATIONS	0.00	0.00	30,054.22	30,054.22	-30,054.22	

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SELECT BOARD REVENUE REPORT

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DEPARTMENT(S): 100 JULY TO JUNE

	BUDGET	YTD	YTD	YTD	UNCOLL	PCT
ACCOUNT	NET	DEBITS	CREDITS	NET	BALANCE	COLL
100 - REVENUES CONT'D						
4993 - TRANSFER IN TIF	407,500.00	0.00	65,000.00	65,000.00	342,500.00	15.95
Final Totals	12,939,760.56	181,343.25	12,832,884.74	12,651,541.49	288,219.07	97.77

SELECT BOARD EXPENSE REPORT

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	BUDGET	Y T C)	UNEXPENDED	PERCENT
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT
110 - MUNICIPAL ADMINISTRATION	513,042.00	579,976.70	2,355.88	-64,578.82	112.59
01 - MUNICIPAL ADMIN OPERATIONS	386,816.00	392,848.59	2,355.88	-3,676.71	100.95
5100 - FULL TIME WAGES	277,434.00	283,007.85	0.00	-5,573.85	102.01
5110 - OTHER WAGES	6,500.00	7,583.36	0.00	-1,083.36	116,67
5120 - OVER TIME WAGES	3,000.00	7,725.26	0.00	-4,725.26	257.51
5130 - ALLOWANCES	3,130.00	2,254.68	14.91	890.23	71.56
5140 - TRAINING	1,855.00	2,628.06	1,400.00	626.94	66.20
5143 - MDOL SAFETY FINES	500.00	0.00	0.00	500.00	0.00
5150 - DUES/MEMBERSHIPS/LICENSES/SUBS	14,718.00	13,768.44	0.00	949.56	93.55
5210 - POSTAGE	7,290.00	5,618.62	0.00	1,671.38	77.07
5212 - REGISTRY OF DEEDS	2,500.00	1,144.00	646.00	2,002.00	19.92
5214 - ADVERTISING	1,500.00	3,044.68	0.00	-1,544.68	202.98
5216 - SOFTWARE	30,204.00	30,984.04	57.26	-722.78	102.39
5218 - PRINTING	10,320.00	7,967.07	0.00	2,352.93	77.20
5220 - BANK FEES	100.00	244.97	43.00	-101.97	201.97
5222 - SPECIAL EVENTS	2,750.00	2,166.19	0.00	583.81	78.77
5224 - OFFICE SUPPLIES	13,500.00	9,947.97	119.12	3,671.15	72.81
5226 - OFFICE EQUIPMENT	5,165.00	5,900.07	0.00	-735.07	114.23
5228 - ELECTIONS/REGISTRAR OF VOTERS	6,350.00	6,431.89	75.59	-6.30	100.10
5520 - GENERAL REPAIRS	0.00	330.00	0.00	-330.00	
5995 - COVID-19	0.00	2,101.44	0.00	-2,101.44	
02 - CONTRACTS/PROFESSIONAL SERVICE	126,226.00	187,128.11	0.00	-60,902.11	148.25
5310 - AUDITOR	17,000.00	31,875.00	0.00	-14,875.00	187.50
5312 - ASSESSOR	52,598.00	49,902.35	0.00	2,695.65	94.87
5314 - INTERIM TOWN MANAGER	0.00	19,961.50	0.00	-19,961.50	
5316 - LEGAL	20,000.00	45,913.13	0.00	-25,913.13	229.57
5318 - WEBSITE	4,568.00	1,967.96	0.00	2,600.04	43.08
5322 - TECHNOLOGY	32,060.00	37,508.17	0.00	-5,448.17	116.99

SELECT BOARD EXPENSE REPORT

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	BUDGET	Y T D) (UNEXPENDED	PERCENT	
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT	
120 - COMMUNITY SERVICES CONT'D						
120 - COMMUNITY SERVICES	168,174.00	150,680.41	5,382.02	22,875.61	86.40	
01 - CEO SERVICES & PLANNING	141,329.00	129,881.99	0.00	11,447.01	91.90	
5100 - FULL TIME WAGES	109,798.00	113,226.56	0.00	-3,428.56	103.12	
5130 - ALLOWANCES	2,181.00	1,542.69	0.00	638.31	70,73	
5140 - TRAINING	1,400.00	429.99	0.00	970.01	30.71	
5150 - DUES/MEMBERSHIPS/LICENSES/SUBS	750.00	672,75	0.00	77.25	89.70	
5600 - ENGINEERING & PEER REVIEW	5,000.00	237,50	0.00	4,762.50	4.75	
5610 - PLANNING BOARD	22,200.00	13,772.50	0.00	8,427.50	62.04	
02 - ECONOMIC DEVELOPMENT	500.00	813.00	0.00	-313.00	162.60	
5620 - ECONOMIC DEVELOPMENT	500.00	813.00	0.00	-313.00	162.60	
03 - PARKS & RECREATION	14,700.00	11,677.85	3,757.02	6,779.17	53.88	
5150 - DUES/MEMBERSHIPS/LICENSES/SUBS	3,200.00	1,200.00	0.00	2,000.00	37.50	
5630 - SNOWMOBILE CLUBS	1,000.00	1,132.02	1,132.02	1,000.00	0.00	
5635 - PARK MAINTENANCE	8,400.00	9,115.99	2,625.00	1,909.01	77.27	
5640 - PARKS & RECREATION COMMITTEE	2,100.00	229.84	0.00	1,870.16	10.94	
04 - GENERAL ASSISTANCE	4,688.00	1,279.85	0.00	3,408.15	27.30	
5645 - OUT SOURCE SERVICES FOR GA	3,288.00	756.00	0.00	2,532.00	22.99	
5647 - GA INTERPRETERS SERVICE	0.00	523.85	0.00	-523.85		
5650 - GENERAL ASSISTANCE	1,400.00	0.00	0.00	1,400.00	0.00	
05 - SOCIAL SERVICES	3,892.00	3,218.14	0.00	673.86	82.69	
5601 - REGIONAL TRANSPORTATION	500.00	500.00	0.00	0.00	100.00	
5603 - NORTHERN LIGHT HEALTH	500.00	500.00	0.00	0.00	100.00	
5604 - MAINE HEALTH HOME CARE	500.00	500.00	0.00	0.00	100.00	
5605 - LIFEFLIGHT	500.00	500.00	0.00	0.00	100.00	
5606 - SO. MAINE AGENCY OF AGING	1,000.00	1,000.00	0.00	0.00	100.00	
5608 - NY VETERANS MEMORIAL CORP	892.00	218.14	0.00	673.86	24.46	
06 - CEMETERIES	1,615.00	1,437.51	0.00	177.49	89.01	
5130 - ALLOWANCES	250.00	0.00	0.00	250.00	0.00	
5140 - TRAINING	230.00	106.99	0.00	123.01	46.52	
5525 - MAINTENANCE/SUPPLIES	1,135.00	1,330.52	0.00	-195.52	117.23	
07 - LIVING WELL	1,450.00	2,372.07	1,625.00	702.93	51,52	
5625 - GENERAL EXPENSE	1,450.00	2,372.07	1,625.00	702.93	51.52	

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SELECT BOARD EXPENSE REPORT

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	BUDGET	Y T D		UNEXPENDED	PERCENT	
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT	
125 - COMMUNITY CENTER CONT'D						
125 - COMMUNITY CENTER	61,521.00	68,796.17	0.00	-7,275.17	111.83	
01 - OPERATIONS	61,521.00	68,796.17	0.00	-7,275.17	111.83	
5100 - FULL TIME WAGES	55,731.00	59,284.42	0.00	-3,553.42	106.38	
5130 - ALLOWANCES	740.00	632.21	0.00	107.79	85.43	
5140 - TRAINING	2,000.00	1,515.28	0.00	484.72	75.76	
5150 - DUES/MEMBERSHIPS/LICENSES/SUBS	50.00	435.00	0.00	-385.00	870.00	
5222 - SPECIAL EVENTS	0.00	4,931.36	0.00	-4,931.36		
5240 - CONTRACT SERVICES	1,000.00	0.00	0.00	1,000.00	0.00	
5242 - MARKETING/PRINTING/ADVERTISING	1,000.00	787.25	0.00	212.75	78.73	
5244 - PROGRAM SUPPLIES	1,000.00	1,210.65	0.00	-210,65	121.07	

SELECT BOARD EXPENSE REPORT

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	BUDGET	Y T [)	UNEXPENDED	PERCENT
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT
130 - PUBLIC SAFETY CONT'D					
130 - PUBLIC SAFETY	492,332.00	447,888.12	3,173.63	47,617.51	90.33
01 - FIRE RESCUE DEPARTMENT	366,029.00	329,792.25	3,173.63	39,410.38	89.23
5100 - FULL TIME WAGES	64,328.00	64,334.40	0.00	-6.40	100,01
5110 - OTHER WAGES	152,988.00	110,461.25	0.00	42,526.75	72,20
5130 - ALLOWANCES	3,811.00	3,512.16	0.00	298.84	92.16
5140 - TRAINING	12,125.00	13,642.45	1,700.00	182,55	98.49
5145 - PHYSICALS & HEP B SHOTS	9,030.00	5,666.00	0.00	3,364.00	62,75
5150 - DUES/MEMBERSHIPS/LICENSES/SUBS	3,220.00	3,242.75	0.00	-22.75	100.71
5522 - EQUIPMENT MAINTENANCE &REPAIRS	33,465.00	34,333.91	22,22	-846.69	102,53
5524 - VEHICLE MAINTENANCE	26,500.00	31,084.83	1,357.34	-3,227.49	112.18
5526 - GAS/DIESEL	8,470.00	15,172.91	0.00	-6,702.91	179.14
5528 - LIFEPACK 15	1,710.00	1,710.00	0.00	0.00	100.00
5530 - PARAMEDIC SERVICE	15,900.00	14,400.00	0.00	1,500.00	90.57
5531 - RESCUE FEE COLLECTION SERVICE	5,000.00	5,249.73	0.00	-249.73	104.99
5532 - MEDICAL SUPPLIES	15,000.00	14,651.43	94.07	442.64	97.05
5534 - PERSONAL PROTECTIVE EQUIPMENT	13,482.00	12,130.96	0.00	1,351.04	89.98
5535 - EMERGENCY MANAGEMENT / WARMIN	1,000.00	199.47	0.00	800.53	19.95
02 - CONTRACTS / PROFESSIONAL SVCS	126,303.00	118,095.87	0.00	8,207.13	93.50
5324 - DISPATCH SERVICES	28,407.00	28,407.00	0.00	0.00	100.00
5326 - ANIMAL CONTROL SERVICES	25,544.00	25,276.00	0.00	268.00	98.95
5330 - HYDRANTS	67,760.00	61,455.06	0.00	6,304.94	90.70
5332 - STREET LIGHTS	3,024.00	2,273.81	0.00	750.19	75.19
5334 - CCSD SPEED PATROLS	1,568.00	684.00	0.00	884.00	43.62

SELECT BOARD EXPENSE REPORT

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	BUDGET	Y T D) U	NEXPENDED	PERCENT	
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT	
140 - PUBLIC WORKS CONT'D						
140 - PUBLIC WORKS	471,802.00	474,241.68	2,316.39	-123,29	100.03	
01 - OPERATIONS	471,802.00	474,241.68	2,316.39	-123.29	100.03	
5100 - FULL TIME WAGES	251,517.00	234,341.03	0.00	17,175.97	93.17	
5110 - OTHER WAGES	10,813.00	9,877.52	0.00	935.48	91,35	
5120 - OVER TIME WAGES	10,000.00	25,968.01	0.00	-15,968.01	259,68	
5130 - ALLOWANCES	4,722.00	5,820.67	0.00	-1,098.67	123,27	
5140 - TRAINING	500.00	583,75	0.00	-83.75	116.75	
5145 - PHYSICALS & HEP B SHOTS	500.00	0.00	0.00	500.00	0.00	
5150 - DUES/MEMBERSHIPS/LICENSES/SUBS	300.00	222.00	0.00	78.00	74.00	
5160 - DRUG TESTING	450.00	105.00	0.00	345.00	23.33	
5516 - CUSTODIAL MAINTENANCE SUPPLIES	0.00	12.98	0.00	-12.98		
5522 - EQUIPMENT MAINTENANCE &REPAIRS	5,000.00	2,659.90	0.00	2,340.10	53.20	
5524 - VEHICLE MAINTENANCE	25,000.00	31,133.84	884.40	-5,249.44	121.00	
5526 - GAS/DIESEL	25,000.00	24,661.63	0.00	338,37	98.65	
5534 - PERSONAL PROTECTIVE EQUIPMENT	3,658.00	3,266.61	0.00	391.39	89.30	
5540 - RADIO REPAIRS	1,500.00	199.20	0.00	1,300.80	13.28	
5542 - EQUIPMENT RENTALS	1,800.00	1,798.84	0.00	1.16	99.94	
5544 - SUPPLIES	7,774.00	12,112.33	537.66	-3,800.67	148.89	
5548 - LUBRICANTS	5,045.00	5,302.54	894.33	636.79	87.38	
5550 - TIRES	5,344.00	4,693.88	0.00	650.12	87.83	
5552 - SIGNS	5,500.00	2,137.54	0.00	3,362.46	38.86	
5554 - CULVERTS	6,800.00	6,857.67	0.00	-57.67	100.85	
5556 - COLD PATCH	1,000.00	768.40	0.00	231.60	76.84	
5558 - CRACK SEALING	3,750.00	216.72	0.00	3,533.28	5.78	
5560 - STRIPING	15,550.00	16,941.07	0.00	-1,391.07	108.95	
5562 - SWEEPING/CATCH BASINS	3,500.00	1,157.00	0.00	2,343.00	33.06	
5564 - TREE CUTTING	3,500.00	3,690.00	0.00	-190.00	105.43	
5566 - EROSION CONTROL	3,000.00	3,083.97	0.00	-83.97	102.80	
5568 - GRAVEL PIT OPERATIONS	500.00	0.00	0.00	500.00	0.00	
5570 - CUTTING EDGES	8,500.00	6,505 . 30	0.00	1,994.70	76.53	
5572 - SALT	50,554.00	62,569.64	0.00	-12,015.64	123.77	
5574 - LIQUID CALCIUM CHLORIDE	8,700.00	6,523.84	0.00	2,176.16	74.99	
5578 - SAFETY INSPECTIONS	2,025.00	1,030.80	0.00	994.20	50.90	

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SELECT BOARD EXPENSE REPORT

07/26/2022 Page 6

	BUDGET	Y T D		UNEXPENDED	PERCENT	
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT	
145 - BULDINGS & GROUNDS CONT'D						
145 - BULDINGS & GROUNDS	128,796.00	135,447.34	2,368.89	-4,282.45	103.32	
01 - CUSTODIAL	44,814.00	27,851.12	1,348.06	18,310.94	59.14	
5100 - FULL TIME WAGES	38,534.00	23,400.85	1,348.06	16,481.21	57.23	
5130 - ALLOWANCES	680.00	458.51	0.00	221.49	67.43	
5516 - CUSTODIAL MAINTENANCE SUPPLIES	5,600.00	3,991.76	0.00	1,608.24	71.28	
02 - UTILITIES	46,351.00	63,807.80	0.00	-17,456.80	137.66	
5410 - PHONE	5,300.00	5,825.50	0.00	-525.50	109.92	
5412 - INTERNET	9,438.00	8,762.45	0.00	675.55	92.84	
5414 - ELECTRICITY	5,700.00	25,509.09	0.00	-19,809.09	447.53	
5415 - SOLAR PANEL LEASE	13,100.00	10,921.36	0.00	2,178.64	83.37	
5416 - HEAT	4,000.00	8,359.41	0.00	-4,359.41	208.99	
5418 - PROPANE	4,000.00	868.54	0.00	3,131.46	21.71	
5420 - WATER	4,813.00	3,561.45	0.00	1,251.55	74.00	
03 - FACILITY MAINTENANCE	37,631.00	43,788.42	1,020.83	-5,136.59	113.65	
5510 - ALARMS	3,988.00	5,581.24	0.00	-1,593.24	139.95	
5512 - PEST CONTROL	2,060.00	1,030.00	0.00	1,030.00	50.00	
5514 - FLOOR MATS	4,427.00	3,837.44	84.36	673.92	84.78	
5518 - LAND FILL COVER (MOWING)	325.00	325.00	0.00	0.00	100.00	
5520 - GENERAL REPAIRS	13,400.00	14,775.03	749.95	-625.08	104.66	
5522 - EQUIPMENT MAINTENANCE &REPAIRS	13,431.00	18,239.71	186.52	-4,622.19	134.41	

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SELECT BOARD EXPENSE REPORT

07/26/2022 Page 7

	BUDGET	Y T D		UNEXPENDED	PERCENT	
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT	
150 - SOLID WASTE & RECYCLING CONT'D						
150 - SOLID WASTE & RECYCLING	222,821.00	212,246.67	0.00	10,574.33	95.25	
01 - SOLID WASTE	222,821.00	212,246.67	0.00	10,574.33	95.25	
5655 - MSW DISPOSAL	68,200.00	70,422.11	0.00	-2,222.11	103.26	
5660 - RECYCLABLES COLLECTION	68,200.00	69,964.75	0.00	-1,764.75	102.59	
5665 - MSW COLLECTION SURCHARGE	300.00	0.00	0.00	300.00	0.00	
5670 - ECOMAINE TONAGE	73,121.00	67,359.15	0.00	5,761.85	92,12	
5685 - HHW COLLECTION/CLEAN UP DAY	8,000.00	1,973.46	0.00	6,026.54	24.67	
5688 - GARBAGE TO GARDEN	3,500.00	2,527.20	0.00	972.80	72,21	
5692 - RECYCLING & TRASH INFO FAIR	1,500.00	0.00	0.00	1,500.00	0.00	

SELECT BOARD EXPENSE REPORT

07/26/2022 Page 8

	BUDGET	Y T I	D	UNEXPENDED	PERCENT
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT
160 - FIXED EXPENSES CONT'D					
160 - FIXED EXPENSES	10,111,659.55	10,301,790.10	53,882.08	-136,248.47	101.35
01 - DEBT SERVICE	275,400.00	324,287.50	48,887.50	0.00	100.00
5700 - DEBT SERVICES	275,400.00	324,287.50	48,887.50	0.00	100,00
02 - EMPLOYEE BENEFITS	416,811.00	374,040.05	1,172.19	43,943.14	89.46
5705 - EMPLOYEE WAGE BENEFITS	15,000.00	0.00	0.00	15,000.00	0.00
5710 - HEALTH & LIFE INSURANCE	225,755.00	216,765.50	1,172.19	10,161.69	95.50
5720 - DENTAL INSURANCE	14,038.00	12,971.98	0.00	1,066.02	92.41
5730 - ICMA RETIREMENT	42,831.00	41,086.89	0.00	1,744.11	95.93
5740 - FICA	71,809.00	70,155.85	0.00	1,653.15	97.70
5750 - WORKMAN'S COMPENSATION	35,633.00	28,543.40	0.00	7,089.60	80.10
5760 - UNEMPLOYMENT	6,819.00	4,516.43	0.00	2,302.57	66.23
5765 - EARNED PAY LEAVE	4,426.00	0.00	0.00	4,426.00	0.00
5770 - EDUCATIONAL INCENTIVE	500.00	0.00	0.00	500.00	0.00
03 - MUNICIPAL INSURANCE	45,774.00	43,737.00	0.00	2,037.00	95.55
5780 - FIREFIGHTER'S SUPPLEMENTAL INS	1,949.00	1,394.00	0.00	555.00	71.52
5790 - PROPERTY/CASUALTY/VOLUNTEER	43,825.00	42,343.00	0.00	1,482.00	96.62
04 - MSAD #51 - EDUCATION	8,230,390.00	8,230,390.27	0.00	-0.27	100.00
5830 - EDUCATION MSAD #51	8,230,390.00	8,230,390.27	0.00	-0.27	100.00
05 - NY/CUMBERLAND SHARED SERVICES	321,651.00	321,651.00	0.00	0.00	100.00
5800 - PRINCE MEMORIAL LIBRARY	192,435.00	192,435.00	0.00	0.00	100.00
5810 - RECREATION	129,216.00	129,216.00	0.00	0.00	100.00
06 - COUNTY TAX	395,947.00	395,947.00	0.00	0.00	100.00
5840 - COUNTY TAXES	395,947.00	395,947.00	0.00	0.00	100.00
07 - OVERLAY	57,134.55	57,185.28	3,822.39	3,771.66	93.40
5850 - OVERLAY	57,134.55	57,185.28	3,822.39	3,771.66	93.40
09 - VILLAGE CENTER TIF DISTRICT	368,552.00	554,552.00	0.00	-186,000.00	150.47
5852 - TIF VILLAGE CENTER	368,552.00	554,552.00	0.00	-186,000.00	150.47

SELECT BOARD EXPENSE REPORT

07/26/2022 Page 9

	BUDGET	Y T [)	UNEXPENDED	PERCENT	
ACCOUNT	NET	DEBITS	CREDITS	BALANCE	SPENT	
220 - CAPITAL RESERVES CONT'D						
220 - CAPITAL RESERVES	744,613.00	942,314.95	79.32	-197,622.63	126.54	
21 - PWD / FRD HEAVY EQUIP RESERVE	170,000.00	242,488.61	0.00	-72,488.61	142.64	
5920 - CAPITAL RESERVE EXPENSE	170,000.00	242,488.61	0.00	-72,488.61	142.64	
22 - TECHNOLOGY & COMMUN. RESERVE	5,000.00	10,100.00	0.00	-5,100.00	202.00	
5920 - CAPITAL RESERVE EXPENSE	5,000.00	10,100.00	0.00	-5,100.00	202.00	
23 - FUTURE LAND RESERVE	10,000.00	45,152.50	0.00	-35,152.50	451.53	
5920 - CAPITAL RESERVE EXPENSE	10,000.00	45,152.50	0.00	-35,152.50	451.53	
24 - PARKS & RECREATION RESERVE	5,000.00	5,365.00	0.00	-365.00	107.30	
5920 - CAPITAL RESERVE EXPENSE	5,000.00	5,365.00	0.00	-365.00	107.30	
25 - MUNICIPAL FACILITIES RESERVE	205,000.00	306,216.78	79.32	-101,137.46	149.34	
5920 - CAPITAL RESERVE EXPENSE	205,000.00	306,216.78	79.32	-101,137.46	149.34	
26 - CONTINGENCY RESERVE	5,000.00	2,000.00	0.00	3,000.00	40.00	
5920 - CAPITAL RESERVE EXPENSE	5,000.00	2,000.00	0.00	3,000.00	40.00	
27 - CAPITAL INVESTMENTS	0.00	61,516.67	0.00	-61,516.67		
5920 - CAPITAL RESERVE EXPENSE	0.00	61,516.67	0.00	-61,516.67		
31 - ROADWAY RESERVE	335,000.00	259,688.39	0.00	75,311.61	77.52	
5920 - CAPITAL RESERVE EXPENSE	335,000.00	259,688.39	0.00	75,311.61	77.52	
32 - RECORDS PRESERVATION RESERVE	9,613.00	9,787.00	0.00	-174.00	101.81	
5920 - CAPITAL RESERVE EXPENSE	9,613.00	9,787.00	0.00	-174.00	101.81	
Final Totals	12,914,760.55	13,313,382.14	69,558.21	-329,063.38	102.55	

VIII. Old Business

August 2, 2022

Select Board Goals

Item led by Chairperson Sites.

IX. New Business

August 2, 2022

<u>Award AV Installation & Broadcasting Upgrades Request for Proposal</u>

Included in this packet is a memo provided by the Executive Assistant to the Town Manager who is also responsible for broadcasting the town's meetings.

He is recommending that the Select Board approve the proposal submitted by Connectivity Point & Design in the amount of \$144,055.64. In addition, he is requesting that the Select Board allow the Town Manager to enter into an agreement as defined in option 1 of the first page of the proposal and to utilize the remaining funds towards the completion of this project. This includes minor electrical needs, networking, ventilation, and cosmetic corrections during the installation process. Any funds left over would be left for the townspeople to reappropriate towards another project qualifiable under the Treasury's Final Rule for the American Rescue Plan funding.

SUGGESTED MOTION

Move that the Select Board award the AV Installation & Broadcasting Upgrades Request for Proposal to Connectivity Point and Design in the amount of \$144,055.64; authorize the Town Manager to enter into an agreement with Connectivity Point and Design as presented in option one of the bid package; and, to utilize the remaining funds towards the completion of the project. Second, discussion and vote follow.

Charter Amendments

Included in this packet are charter amendments discussed at the last Select Board meeting. Discussion item led by Chairperson Sites and Town Manager Barnes.

Memo



To: Diane Barnes, Town Manager

From: Draven Walker, Executive Assistant to the Town Manager

cc:

Date: July 25, 2022

Re: Bid Opening for Audio Visual Installation & Broadcasting Equipment Upgrade Request for

Proposal on July 25, 2022

Town Manager Barnes,

I am pleased to recommend to you that the Select Board consider awarding Connectivity Point and Design the Audio-Visual Installation & Broadcasting Equipment Upgrade project. This project will utilize \$144,055.64 plus electrical, networking installation, and other small project costs of the \$200,000.00 in American Rescue Plan funds authorized by the townspeople at this year's town meeting. The project will appropriately outfit the Wescustogo Hall & North Yarmouth Community Center to be able to stream live meetings, allow hybrid meetings, and allow for visual aids (projector) that will be assessable to staff, officials, and applicants.

Current Equipment

Our current equipment allows for streaming and recording meetings and providing visual aids (current older projector previously purchased for the Fire Department), when necessary. The issues have primarily been on the quality and reliability of videos as well as the availability of audio and visual technology to allow for hybrid meetings. The current equipment also requires time and commitment to set-up and configure for each board or committee meeting.

<u>Current Relationships</u>

I would also like to note that the Town of North Yarmouth ("Town") has a positive relationship with Connectivity Point and Design who assisted in providing equipment over the years and getting the Town of North Yarmouth the equipment necessary to manage its own public access cable station, 1301, in 2016. I have also worked with Headlight Audio, Video, and Visual on other large events where I needed to rent audio visual equipment.

I would like to thank ProAv Systems and Headlight Audio, Visual, and Video who took the time to speak with me and help me better understand what's on the market to meet the needs we were looking for in this request for proposal.

Objectives of the Request for Proposal

In summary, the request for proposal required that bidders meet the following objectives:

- 1. Record and broadcast meetings from four (4) separate locations.
- 2. Allow for hybrid meetings and the ability to broadcast them.
- 3. Simplicity of use. Being able to communicate to others on how to use the equipment, when necessary.
- 4. Mobility, Connectivity, and Scalability.

I feel that Connectivity Point and Design, Headlight Audio, Visual and Video, and Pro Av Systems have met those objectives while also providing other solutions based on their expertise in the field. They all have experience working with non-profit and governmental organizations across the state. Connectivity Point and Design provided the lowest bid, and with that, I am compelled to recommend their acceptance. I believe all three (3) bidders would provide high quality work but the cost, in my opinion, best utilizes the funds provided by the federal government and provides additional funds for the Town to meet its obligations to install electrical boxes, networking cable, and other miscellaneous needs to complete the project. Furthermore, funds not committed towards this project can be utilized in other departments pending a town meeting vote.

Identified Obstacles

One of the identified obstacles of this project will include providing audio and visual equipment as specified in the bid. To meet this challenge, Connectivity Point and Design has provided alternate solutions, like pendant speakers, to be able to meet the requirements of providing excellent audio and video while also working around the issue of the lack of connection points within the room. In addition, the microphones will be wireless to account for the lack of connection points and to avoid the necessity for additional costs to install cabling and electrical boxes.

The Town's Responsibilities

- 1. Providing cabling pathways to the locations identified in the bid specs. The Executive Assistant to the Town Manager will work with Connectivity Point and Design and determine if he can meet those needs with additional staff assistance.
- 2. Provide AC power to projector and rack location. The Executive Assistant to the Town Manager will will work with the electrician who has previously installed electrical components in the Wescustogo Hall & North Yarmouth Community Center, to install two (2) AC power locations for the projector (above) and in the current location where the broadcast cart is stored.
- 3. Provide Building Data and outside broadcast connections in AV rack room. The Executive Assistant to the Town Manager will work Charter Communications and Ion Networking to provide those connections.
- 4. Provide proper cooling/ventilation for AV closet space. The Executive Assistant to the Town Manager will work to determine if this needs to be done by a contractor or if staff can assist with installing a ventilation vent between Merrill Room and the technician's closet (where the equipment will be installed)

Gym Equipment Recommendation

Lastly, quoted in the request for proposal is \$65,000.00 for installation of equipment in the Community Center Gym. After a visit from all three (3) vendors, there was a consensus that the Town of North Yarmouth should not move forward with an audio-visual solution without first installing acoustic panels to absorb the reverberation of sound in the room. After the last town meeting, I do not recommend that future town meetings be held in that room prior to the installation of acoustic panels. I understand that this may not be ideal depending on the event schedule for the building. I hope the Select Board will consider this limitation when scheduling future meetings. If this cannot be avoided, the equipment currently used should be stored and I recommended future discussions on how to meet the needs of the Community Center and the Select Board.

Execution of Contract & Temporary Storage

I am recommending that the Town choose the first option listed in Connectivity Point and Design's cover letter. Speaking with the custodian we can temporarily store the equipment until ready for installation in a closet located in Anderson Room.

Recommended Action Items

- 1. The Select Board awards the bid to Connectivity Point and Design for an amount of \$144,055.64.
- 2. The Select Board does not move forward with purchasing equipment in the gym at this time. Instead, I would recommending budgeting acoustic panels and reconsider installing equipment in the gym at a later time. The townspeople voted on \$200,000.00 of the American Rescue Plan funds be used towards AV upgrades which expires in 2026 (can be a later project, if the Select Board so chooses).

Future Items

- 1. Determining future needs (gym) for broadcasting services. Discussion on acoustic panel installation or quote.
- 2. Selling any equipment that is no longer needed and storing any equipment as a "back-up" if needed in the future. Some equipment can be converted and compatible with the newer equipment, if necessary.

Respectfully submitted,

Draven L. Walker

Executive Assistant to the Town Manager

Town of North Yarmouth

Attached: July 25, 2022 Opening Bid Minutes

Audio Visual Installation & Broadcasting Equipment Upgrades Bid No. 2022-03 Bid Opening North Yarmouth Town Office – Town Manager's Office 10:00 AM July 25, 2022

Present: Diane Barnes, Town Manager; Draven Walker, Executive Assistant to the Town Manager; Dennis Masse, Connectivity Point Design & Installation.

The Request for Proposal was sent to the following organizations via email:

- Access AV
- Headlight Audio, Visual, & Video
- Pro AV Systems
- Connectivity Point Design & Installation
- Northeast Digital Integrators
- Digital Sky
- Harbor Digital Systems

Three (3) bids were received from the following by the deadline set in the Request for Proposal:

- Connectivity Point Design & Installation, LLC, PO Box 1268, Auburn, ME 04211
- Headlight Audio, Visual, & Video, 74 Evergreen Drive, Portland, ME 04103
- Pro AV Systems, 25 Billerica Road, Suite 3, Chelmsford, MA 011824

Diane Barnes, Town Manager, publicly opened the sealed bids in the Town Manager's office at 10:00 AM.

Connectivity Point Design & Installation

Bid Price: \$ 144,055.64

Headlight Audio, Visual, & Video

Bid Price: \$ 150,509.12

Pro AV Systems

Bid Price: \$ 203,104.94

Noted that the awarded bidder must provide a performance bond of 10% of the project costs prior to signing a contract with the Town of North Yarmouth.

Respectfully submitted,

Draven Walker, Executive Assistant to the Town of North Yarmouth



July 25, 2022

Dear Town of North Yarmouth

Thank you for choosing Connectivity Point to quote the project outlined in the attached SOW. We appreciate the opportunity and look forward to working with you. With recent changes in the marketplace causing material cost and inventory to be unstable, we want to provide you with a consistent pricing model and do our best to guarantee product availability. Our goal is to protect our customers, while maintaining the standards that we've built the company on.

For jobs that are expected to start thirty (30) or more days from receipt of the purchase order, Connectivity Point is extending a <u>Multi-Option Price Protection Program</u> to help lock-in current market pricing.

Option 1:

- Upon award, Connectivity Point will purchase the materials for your project and work with you to have materials delivered to your location; where they will reside until the work has been scheduled.
 Once the work is ready to start, our technicians will retrieve the materials and transport them to your jobsite to be installed.
- Upon delivery of materials to your location, we will submit invoice for the materials to be paid Net 30-days.

Option 2:

- Upon award, for a nominal fee, Connectivity Point will purchase the materials for your project and store those materials in our warehouse until the project is scheduled, and then transport the materials to your jobsite for installation.
- Upon delivery of materials to our warehouse, Connectivity Point will issue an invoice for the materials to be paid Net 30-days.

Option 3:

- Upon award, Connectivity Point will work with you to schedule the awarded work and purchase at a
 time that will align with your installation timeline. At the time of purchase, we will reprice the
 material and check availability. If there is an increase in the price of the material, we will provide you
 a change order for the material cost difference.
- Connectivity Point's standard payment terms of 25% upon award, 50% upon materials ordered and 25% upon project completion will still apply.

When you choose Connectivity Point to partner with you on your next project, don't hesitate to call your Account Executive to discuss the Price Protection option that works best for you. Thanks for your continued support and understanding as we continue to navigate through these crazy times.

Sincerely,

Doug Watt President

Corporate Headquarters
Connectivity Point Design & Installation, LLC.
PO Box 1268
Auburn, Maine 04211
Toll Free (866) 782-0200 Fax (207) 753-0200
www.connectivitypoint.com



CLIENT: North Yarmouth, Town Of

PROPOSAL/QUOTE DATE: 7/24/2022

PROPOSAL/QUOTE NUMBER: 8202201668

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

2022-003

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

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

BACKGROUND

Audio/Visual Design

Connectivity Point specializes in Audio/Visual Design and Installation. Audio/Visual Design is the process of integrating technology into a physical space in a way that caters to different users and their needs. The result is an attractive, intuitive, easy-to-use system that provides equitable access regardless of location in the space or remote participation.

Design Engineers

Our Audio/Visual Design Team is made up of Design Engineers with varied and diverse backgrounds. They have experience as customers reaching out to integrators, manufacturers building A/V components, and technical engineers supporting live music and video events. With each Design Engineer bringing a distinct set of experiences, strengths and perspectives to a project, Connectivity Point delivers thoughtful designs that offer a strategic blend of functional and visually appealing solutions.

Integrated Team Approach

Connectivity Point Design Engineers use an integrated team approach to develop customer-centric Audio/Visual Designs. A/V Design Engineers are involved in the project from beginning to end; attending all meetings and reviewing progress information to ensure the final installation looks and functions as designed.

Customer-Centric Solutions

Our Design Team conducts up-front research to fully understand who is using the space, how they want to use it, and any limitations or challenges they have had in the past. By listening to our customers, we provide solutions that put the user first and are built to create a positive experience. Understanding who will be using the A/V technology is the most important conversation that we will have with the customer.

connectivity point WHEN STANDARDS MATTER

PROPOSAL/QUOTE

OVERVIEW

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

This project is in response to an RFP put out by the town. CPDI is bidding on the complete broadcast/AV system as specified by the town.

CPDI recently sold systems with the same objective and design to the Town of Orono and Town of York, ME. CPDI also designed and installed similar functioning spaces at Bangor Savings Bank and Northern Light Health.

The system being proposed by CDPI meets all customer objectives listed on page 3 of the RFP.

Spaces: The primary function room has a three-way, divide and combine space that will receive a new AV system.

Merrill Room: Primary meeting and function space. Town meetings, Presentations, Movies, Broadcast, Equipment room, Microphones, Camera's, and speakers.

Grover Room: Middle room used for Lectern speaking and full room events. Town meetings, Presentations, Broadcast, Microphones, Camera's, and speakers.

Anderson Room: Audio overflow space only, Speakers. Airwall adjacent to the Grover Room.

Project Objectives:

- 1. Ability to record and broadcast meetings. Any camera or video switcher output will be able to record or broadcast.
- Ability to include remote participants in meetings. A dedicated PC or portable Laptop
 will be able to host video conferences while utilizing the in-room cameras and
 microphones.
- 3. Use Audio Video hardware/components which adhere to National Broadcast Standards.
- 4. Ease of Use. Most towns employ only one employee to moderate a town event. This person has a lot of duties. The AV system, with its Automated Microphone and Camera switching system will alleviate the need for the user's full attention, leaving time for them to concentrate on their other duties.
- 5. Mobility, Connectivity, and Scalability. Since the room will have limited space for wired infrastructure, the AV system will be designed with a minimal number of "wires" and instead utilize wireless systems where appropriate.

Building Environment: All rooms are constructed with finished drywall ceilings and walls. No data lines, AV pathways, or access panels were installed during construction. Because of this limitation wireless AV devices need to be utilized.



SCOPE OF WORK

This system will operate as a single room with the ability to separate into three individual rooms.

The AV system as designed with 4 separate subsystems: Presentation (HDMI), Audio (all sources and destinations), Video (cameras and broadcast), and Control.

To better describe the system's functionality, this proposal is separated by each system. The equipment list below is separated by room for your review.

Presentation system:

The presentation system will include computer sources with a projector and LCD outputs.

An AVProEdge 8x8 HDMI matrix switcher will be installed to provide presentation and content routing.

Sources will include:

- 2x HDMI wall plates, Locations for wall plates are limited (one plate could be removed as VE).
- A Barco Clickshare will be installed to provide wireless device sharing. The Clickshare uses a USB puck to connect any computer to the AV system.
 - The Pucks use Wi-Fi technology. For easy deployment, the ClickShare will be connected to the customers building Lan and Wi-Fi networks. This will allow any guest user to connect from any room.
 - The Clickshare CX unit is capable of wireless video conferencing from the user's computer. The ClickShare transmits the room microphones and cameras to the user computer. True wireless BYOD conferencing.



Barco Clickshare CX-30



Destinations:

- 1x new 8k lumen WUXGA projector for the movie area. This projector will be mounted from bottom of ceiling truss. (21' back from screen).
 - 1x New fixed borderless projection screen. The projection wall does not have AC power installed at the screen location. CPDI recommends a fixed screen or painting the wall to eliminate the need for AC power.



Sony Projector and DaLite Full Vision screen

- 1x new 75" Rolling display cart. This cart is a wireless "confidence monitor" display
 for meetings which require video conferencing. The display cart will include a
 wireless video receiver which will connect when the cart is plugged into power.
 - CPDI recommends the town purchase two display carts, for the larger size of the room when fully opened. The Wireless video technology proposed is product ready for a second cart by simply adding an additional video receiver.
 - o The display cart can be used in the Merrill or Grover Rooms.
- The HDMI Matrix Video Switcher will provide content to the 1beyond VX server as a "content" feed for meetings and broadcasting.

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connectivity point WHEN STANDARDS MATTER

PROPOSAL/QUOTE

Audio System:

This room will utilize wireless and ceiling mounted microphones to capture participant audio. Pendent "low-profile" loudspeakers will provide an even, direct sound to all listeners. A centralized audio DSP will manage all room audio including AEC for conferencing and camera tracking, location and data.

 The specified system is capable of 16 channels of AEC conferencing audio. Additional channels, if needed, will require expanding the DSP.

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

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

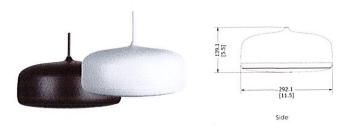
Two new ceiling mounted Sennheiser microphone arrays will be installed in the Merrill room. These Microphone arrays will capture participant and audience audio for anyone not using a wireless microphone. The microphone array will be utilized to provide camera tracking location information.

New pendent ceiling speakers will be installed from roof trusses. The project's specifications ask for wall mounted surface speakers. This request cannot be fulfilled based on the limited wire pathways. CPDI recommends pendent speakers for this type of space. Pendant speakers will reduce room echo and improve intelligibility.

Merrill – 10 speakers utilizing 4 zones. Grover – 6 speakers utilizing 2 zones.

Anderson – 4 speakers utilizing 1 zone.

USB and Broadcast outputs: The audio DSP will provide appropriate matrixed or mixed audio output feeds. USB output will connect directly to the conferencing PC (via additional USB hardware). Analog or Dante audio feeds will be mixed to program video for recording and broadcasting.

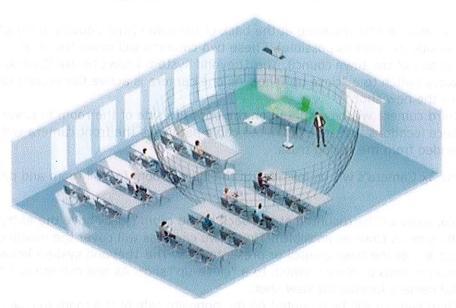


Biamp Pendent Speakers





Clearone Wireless Microphone system



Sennheiser TeamConnect 2 Ceiling Microphone array pickup pattern

connectivity point WHEN STANDARDS MATTER

PROPOSAL/QUOTE

Video System:

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

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

Merrill Room: 3x Camera's will be installed in the Merrill room for full room and participant capture.

- Two cameras will be mounted at the back of the room (just above the closet doors side by side as close as possible). These two cameras will cover the meeting space to pick up any of the town council. The 1beyond system knows to use the two cameras to always switch to a "close up" shot. As one camera is active the second camera locates the new shot.
- The third camera will be mounted on the opposite side of the room to cover the audience locations. Because of limited cable pathways the front camera will be suspended from the ceiling truss.

Grover Room: 3x Camera's will be installed in the Merrill room for full room and participant capture.

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

An existing Black Magic Design 12x12 SDI video matrix will be re-used to manage the camera and production video for the system. This will allow system flexibility for shared resources from the multiple locations.



1beyond Camera System



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

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





Extron 7" Touch Panel & Control processor

connectivity point WHEN STANDARDS MATTER

PROPOSAL/QUOTE

Training:

CPDI will provide hands on training in the method called "Train the Trainer." One or several people within the customers organization are trained in the use of the system. All hardware operation will be reviewed from a user's view and technical support view. This training is for one 8-hour day.

Training will include basic touch screen functionality as a user reference sheet.

Delivery, Installation & Support: See Proposal pages 6-8 below.

Customer Responsibilities:

- Work with Audio/Visual contractor to provide cabling pathways to locations shown on drawing. As most of wall and ceiling are drywall based, customer may be required to cut "hand holds" for cabling to reach destination.
- Provide AC power to projector and AV rack location.
 - Projector locations is on support truss.
- Provide Building Data and outside broadcast connections in AV rack room.
- Provide Proper cooling/ventilation for AV closet space. As this is a closed room an active room vent will be needed to maintain proper room temperature.

Delivery Timeline: All equipment will be ordered within one week of receiving PO (time for final internal review). Current equipment timelines are 4 weeks to 4 months. Installation will be scheduled for completed equipment arrival dates. (Equipment specified in for system was based on "in stock" at time of proposal).

The proposed AV system is designed for a 5–10-year ROI life span. All electronics manufacturers do not certify equipment past 5 years. Equipment manufacturers selected design equipment to exceed the 5-year ROI lifespan.





Connectivity Point Design & Installation, LLC. // Corporate Headquarters: PO Box 1268, Auburn, Maine 04211

Toll Free (866) 782-0200 Fax (207) 753-0200 connectivitypoint.com



	Equipment list		
Manufacturer	Description	Model	Qty
	Audio system		
Biamp	16 ch AEC DSP 2 analog mics	TesiraFORTÉ X 1600	1
Biamp	8 channel, 175W digital networked amplifier	Tesira AMP-8175R	1
Biamp	6.5-inch coaxial pendant loudspeaker, sunshine profile, 70V/100V	Desono P6-SM	20
ClearOne	WS880 M550 (537-563 MHz)	910-6000-808-C-D	2
ClearOne	Extension Antenna Kit 50' M550 (537-563 MHz)	910-6005-018	6
ClearOne	Extension Antenna Combiner 3way	910-6005-300 (3way)	2
ClearOne	Gooseneck Microphone 18" Neck	910-6002-188-C	10
ClearOne	Handheld Microphone	910-6003-008-C	1
ClearOne	Belt Pack	910-6004-008-C	1
ClearOne	Lavalier Mic	910-6004-010	1
Sennheiser	TeamConnect Ceiling 2 beamforming ceiling array mic 2 Dante and 1 analog	509178	3
Middle Atlantic	3" Pipe Nipple - White	CMS-003W	3
Middle Atlantic	8" Square Flat Ceiling Plate	CMA-110	3
	Video	DAAD VIIICAACCCC1212	1
Black Magic Design	OFE CleanSwitch 12x12 SDI Matrix Switch	BMD-VHSMCS6G1212	1
Snap AV	LCD Flush mount Monitor Kit	MON-BRK-163	
LG	22" 1920x1080 IPS Panel VGA, HDMI1.4 Monitor - Black	LG/22BK430H-B	1
Crestron	1 Beyond PTZ Intelligent Camera, 20x Optical Zoom, White	IV-CAMPTZ-20-W-1B	6
Crestron	1 Beyond Automate™ VX Pro Voice-Activated, Multi-Camera Switching Solution	IV-SAM-VXP-1B	1
Crestron	1 Beyond Camera Systems Remote Professional Services	IV-PROSERVICE-1B	1
	Presentation		
AVProedge	18Gbps HDMI 8x8 Matrix w/ Dual Audio Deembedding/Matrix (Full HDR, 4K60 4:	AC-MX88-AUHD-NSFS	1
Teradek	OFE Teradek Cube Transmitter H.264 TX/RX kit	Cube-TXRX	
Barco	CX-30 ClickShare Conference Set TAA Compliant - Black	R9861513US	1
AVProedge	ConferX HDBT Wall Plate Tx/Rx Basic Kit HDMI	AC-CXWP-HDMO-BKT	2



Sony	7300LM WUXGA Laser Projector / White	VPLFHZ85/W	1
Middle Atlantic	Elite Universal Projector Mount (White)	RPMAUW	1
Middle Atlantic	3" Pipe Nipple - White	CMS-003W	1
Middle Atlantic	8" Square Flat Ceiling Plate	CMA-110	1
Da-Lite	FullVision border-less fixed frame projection screen 164" HD Prg 1.1 cont	FC11C87X139	1
AVProedge	HDMI HDBaseT Extender Kit. 4K Ext w Bi Direct 12V Power, RS232, IR	AC-EX70-UHD-BKT	en 1
anels of prove	a siy sala nagaybod sala bealmont. Wall p	fictive figure 1 and 100 miles	LK.
Sony	75" 3840 x 2160 4K HDR LED Display 16/7, 1yr warranty - Black	Sony/FWD75X81CH/AL	1
Middle Atlantic	Large Fusion Mobile AV Cart-Height Adjustable - Black	LPAUB	r su
Middle Atlantic	Component Storage Panel, Interface	CSMP9X12	1
Middle Atlantic	LARGE SHELF W/ STORAGE	FCA613	Wiley.
CPDI	Misc Power cable and strip	d Sig Shoyes J. J.	:
Extron	HDMI Ultra/12 12' HDMI Cable	26-663-12	-
Dia-di	Encodes for all fix will plined AC-EX70 a	resigner IMOH	
Inogeni	Inogeni Toggle - USB 3.0 SWITCHER	Toggle	
CPDI	HDMI & USB3.0 Pass Through Wall Plate	C04211-WQ617422	
Kramer	Pro AV/IT Plenum Active USB 3.0 A Male to Female 35'	USB3-AMF-35PROA	- :
C2G	3m USB 3.0 A Male to A Male Cable (9.8ft)	54172	
	V001/V0V o	torq earlenus	
G-2-80	Control:	PRACTICE WSERO IMSSO I)
Extron	TLP Pro 720M 7" Wall Mounted Touch Panel- Black	60-1394-02	2
Extron	IPCP Pro 360 IP Link Pro Control Proc., LL UI Upgrade	60-1432-01A	3
AVProEdge	M4250-16XF 16X1G/10G FIBER SFP+ MGD	XSM4216F-100NAS	
Apple	iPad - OFE	Sature Ber Mark	4
Middle Atlantic	I pad Rack mount	isanglispa Joseph 1995	
Middle Atlantic	ERK Series 22" Wide AV Rack	ERK-3525-AV	
ivildale Atlantic	WattBox® 1U Integrated Faceplate IP Power		
Snap AV	Conditioner 8 Individually Mete	WB-800CH1U-IPVM-8	
Middle Atlantic	Rack Power Strip-Vertical-8 Outlet	PD-815SC	
Middle Atlantic	1SP Universal Mounting Shelf, 11.5"D	UMS1-11.5	
CPDI	Additional Cables and Accessories to complete system	CPDI	:

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PROPOSAL/QUOTE

Gym Alternate:

The AV system in this proposal is designed to be expanded to include the Gym space. All gym equipment will connect back to the AV rack in Merrill. The control system will be updated to include controls for the Gym.

At this point in time CPDI does not recommend investing any audio-visual equipment for the Gym space. The Gym acoustics (reverberation) is outside the safe range for a successful voice conversation. Due to the extensive room reverberation microphones & Loudspeakers will not function properly.

CPDI recommends the Town first invest in Acoustical wall treatment. Wall panels of proper size and coverage area will reduce the reverberation into an acceptable range

	Gym Equipment list (reference only)			
Manufacturer	Description	Model	Qty	
Crestron	1 Beyond PTZ Intelligent Camera, 20x Optical Zoom, White	IV-CAMPTZ-20-W-1B	3	
AVProedge	HDMI HDBaseT Extender Kit. 4K Ext w Bi Direct 12V Power, RS232, IR	AC-EX70-UHD-BKT	2	
Biamp	DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB a	TesiraFORTE X 800	1	
Biamp	8 channel, 175W digital networked amplifier	Tesira AMP-8175R	1	
Biamp	6.5-inch coaxial pendant loudspeaker, sunshine profile, 70V/100V	Desono P6-SM	10	
ClearOne	WS880 M550 (537-563 MHz)	910-6000-808-C-D	1	
ClearOne	Extension Antenna Kit 50' M550 (537-563 MHz)	910-6005-018	1	
ClearOne	Extension Antenna Combiner 3way	910-6005-300 (3way)		
ClearOne	Gooseneck Microphone 18" Neck	910-6002-188-C	6	
ClearOne	Handheld Microphone	910-6003-008-C	1	
ClearOne	Belt Pack	910-6004-008-C	1	
ClearOne	Lavalier Mic	910-6004-010	- 1	
CPDI	Rack equipment, Cabling and Hardware to complete Installation	nm stansi Ison CPDI alimsii A si	1	

Estimated Project cost to add AV systems to the Gym.

Subtotal	\$65,000.00

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



PROPOSAL/QUOTE

INVESTMENT SUMMARY

Project TOTAL	\$144,055.64				
Sales Tax	Exempt				
Performance Bond	\$3,900.00				
Subtotal	\$140,155.64				
Freight	\$2,500.00				
Material	\$100,245.64				
Labor	\$37,410.00				

The total lump sum for this proposal/quote is **\$144,055.64** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal/quote are any adds, moves, or changes during the project, which will be billed separately from the original proposal/quote.

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

AUTHORIZATION

Dear Town of North Yarmouth, PROPOSAL/QUOTE NUMBER: 820221668 By signing below, I am accepting this proposal/ conditions.	quote and the attached terms and
Customer Authorized Signature:	
Customer Print Name:	Customer Title:
Connectivity Point Design & Installation, LLC.	
Dennis Masse	
CPDI Authorized Signature, Date 7/25/2022	

Connectivity Point Design & Installation, LLC. // Corporate Headquarters: PO Box 1268, Auburn, Maine 04211

Toll Free (866) 782-0200 Fax (207) 753-0200 connectivitypoint.com

CPDI Print Name: <u>Dennis Masse</u> Title: <u>Account Executive</u>





Town of North Yarmouth

Audio Visual Installation & Broadcasting Equipment Upgrade

BID NO. 2022-003

Letter of Transmittal: The letter of transmittal should exhibit the Proposer's understanding and approach to the services requested in the RFP. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Town of North Yarmouth. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority to bind. The letter of transmittal should also identify the following:

Vendor Information:

- Submitting organization, its legal structure, location, and primary telephone number
 - Connectivity Point Design & Installation, LLC 187 Washington Street South, Auburn, ME 04210 (207) 782-0200
- Brief History of Organization
 - Connectivity Point specializes in the design and installation of infrastructure for voice, data, audio/visual, and security applications. We perform work regionally with our own technicians throughout Maine, New Hampshire, Massachusetts, Rhode Island, and South Carolina. Our network of prequalified partners allows us to complete work nationally and internationally. Our goal is to become your One Point of contact to oversee the installation of voice, data, video, and security systems, and to be your "smart-hands" resource regardless of location.
- Identify the name, title, address, telephone number, and email address of each person authorized by the Proposer to contractually obligate the Proposer
 - Doug Watt, President, 187 Washington St. South, Auburn ME 04210, 207-232-5391, <u>dwatt@connectivitypoint.com</u>
 - Mell Hamlyn, Director of Finance & HR, 187 Washington St. South, Auburn ME 04210, 207-240-5931, mhamlyn@connectivitypoint.com
- Identify the name, address, telephone number, and email address of the primary contact person for technical and contractual clarifications throughout the proposal evaluation period.
 - o Contractual clarifications: Dennis Masse, Account Executive, 187 Washington St. South, Auburn ME 04210, 207-576-7017, dmasse@connectivitypoint.com
 - Technical clarifications: Adam Krawic, Audio/Visual Engineer, 187 Washington St. South, Auburn ME 04210, 207-705-4550
- # of managed services clients supported
 - o Connectivity Point manages services for more than 2,000 clients along the East Coast.



PROPOSAL/QUOTE

of Staff by Department:

o Support: 169

o Sales: 11

o Administration: 21

Qualifications and Experience: To be considered as qualified to perform the requested services, the Proposer's personnel must meet the following minimum qualifications:

- 5+ years of audio-visual installation services and support experiences

Strong analytical and logical problem-solving skills

- Strong interpersonal communication and relational skills, good organizational and project management skills; sound judgement; initiative; flexibility; detail oriented

Connectivity Point's personnel meet all the above requirements. Personnel bios available upon request.

References: The proposal will include references from known clients, and the Town of North Yarmouth should be able to contact those references. The statement of references should include:

- The name and address of at least four (4) references

Phone numbers & email address of those contacts

- A brief description of the services provided and the initial needs of the client

Reference 1, Town of York, Maine:

Dana Moulton

15 Long Sands Rd., York, ME 03909

dana@danamoulton.com, 207-351-6544

Connectivity Point has been servicing and upgrading the Town of York's public broadcasting equipment for nearly 10 years. Recently, Connectivity Point was awarded a significant contract to continue the upgrades with a state-of-the-art audio and video system, including the One Beyond camera system that we are proposing for the Town of North Yarmouth.

Reference 2, MSAD 51:

Dirk Van Curan

357 Tuttle Rd., Cumberland ME 04021

dvancuran@msad51.orgm, 207-831-9369

Connectivity Point has partnered with MSAD 51 on several substantial projects over the last 6 years, including the construction of the new Performing Arts Center. Though most of the work performed has been related to structured cabling, we did provide the school district with a portable Data Video streaming system in 2020. We are including MSAD 51 in our reference list, as they can speak to our ability to respond to their needs in a timely, professional manner.



PROPOSAL/QUOTE

Reference 3, Town of Orono, Maine

Belle Ryder

59 Main St., Orono ME 04473

bryder@orono.org, 207-889-6907

Connectivity Point is under contract for a significant broadcasting system project with the Town of Orono, ME. Though the system is not completed, we feel that Belle will be able to speak to our ability to proactively communicate and deliver a design that meets our client's needs.

Reference 4, Town of Yarmouth, Maine:

Steve Johnson

178 North Rd., Yarmouth ME 04096

sjohnson@yarmouth.me.us, 207-846-2401 x224

Connectivity Point assisted the Town of Yarmouth with a full low voltage design/build for their new Public Safety Building. The audio/visual scope consisted of video conferencing systems in several conference rooms and a large Training/EOC space. Digital signage was also provided in the new facility.

Reference 5, Town of Limerick, Maine:

Gail Libby

55 Washington St., Limerick ME 04048

gailelibby@gmail.com, 207-423-5998

Connectivity Point has been working with the Town of Limerick for nearly 10 years, replacing and upgrading their antiquated broadcasting equipment in both the Brick Town Hall and Municipal Buildings. Both buildings presented physical challenges for install and Connectivity Point worked with the town to overcome these challenges.

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connectivity point WHEN STANDARDS MATTER

PROPOSAL/QUOTE

NOTES AND EXCLUSIONS

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

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

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connectivity point WHEN STANDARDS MATTER

PROPOSAL/QUOTE

GENERAL TERMS AND CONDITIONS

- Unless otherwise included in the pricing table, the amounts outlined in this Proposal/Quote are exclusive of all
 city, state and federal excise taxes, including, without limitation, taxes on manufacturer, sales, receipts, gross
 income occupation, use, and similar taxes. Whenever applicable, any tax or taxes shall be added to the
 invoice as a separate charge to be paid by the Owner.
- In the event of significant delay or price increase of material, equipment, or supplies occurring during the performance of the contract through no fault of Connectivity Point Design and Installation, LLC, the contract sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract documents. A change in price of an item of material, equipment, or supplies will be considered significant when the price of an item increases 10% between the date of this Signed Quote and the date of installation. Please discuss further with your account executive for clarification.
- The Proposal/Quote is valid for fifteen (15 days) from the date below. After this date please contact CPDI to confirm that the quoted price can be honored.
- · Additions to this Proposal/Quote will be priced separately as Change Orders.
- Unless otherwise agreed upon, 25% will be invoiced upon contract award, 50% upon material delivery to the job site, and 25% upon completion. Payment is due net thirty (30) days.
- If unknown conditions affect Connectivity Point's ability to complete the work for the stated price, that is not the fault of Connectivity Point, we will suspend work and notify the owner immediately.
- CPDI shall conduct itself in a manner that is compliant with OSHA. Likewise, Owner must notify CPDI, in
 advance of CPDI commencing its work pursuant to this proposal/quote, of any present or potentially
 hazardous condition located at the job site(s) at which CPDI will perform its work. The owner is obligated to
 provide a worksite that is OSHA compliant.
- Owner shall hold harmless and indemnify CPDI and its respective officers, directors, employees and agents from and against any claim, loss, damages, and liability pertaining to bodily injury, property damage, personal injury, governmental fines or assessments or any other type of claim, arising out of or occurring in connection with the services provided by CPDI pursuant to this proposal/quote except to the extent to have resulted from the negligence of CPDI. Such indemnification shall include but not be limited to attorneys' fees incurred in defending such claims. Owner specifically waives any statutory immunity conferred upon it as an employer under any workers' compensation act (including but not limited to the Maine Workers' Compensation Act, 39-A M.R.S.A. §104, and its successors, the New Hampshire Workers' Compensation Act and the Massachusetts Workers Compensation Act).

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PROPOSAL/QUOTE

PROJECT STANDARDS/QUALITY ASSURANCE

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

CRAFTMANSHIP WARRANTY

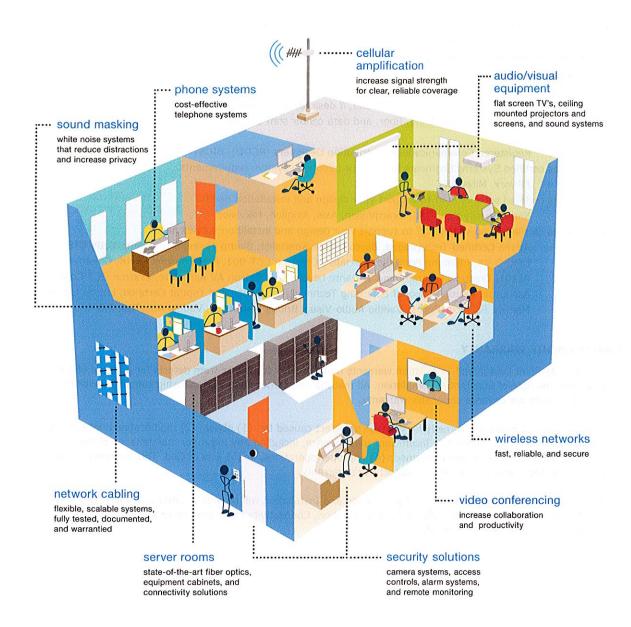
Connectivity Point Design and Installation warrants that our work to be free from defects for a period of one (1) year from the date of Substantial Completion. All material, equipment and workmanship supplied under the signed contract are covered under this warranty.

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

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











TOWN OF NORTH YARMOUTH AUDIO VISUAL INSTALLATION & BROADCASTING EQUIPMENT UPGRADE BID NO. 2022-003

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of North Yarmouth is directly or indirectly interested in this Proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

7 25 22

Date

Authorized Signature

Company Name	Connectivity Point Design & Installation
Signature	Dunand
Title	Account Executive
Printed Name	Dennis, Masse
Physical Address	187 Washington St. South
	Auburn, ME 04210
Mailing Address	Po Box 1268
	Auburn, ME 04211
Firm's IRS ID # /DUNS#	03-0399415 / 12-932-0813
Date	7/25/22
Phone #	207-576-7017
Fax #	207-753-0200
E-Mail Address	dmasse@connectivitypoint.com



About Us

Connectivity Point specializes in the design and installation of infrastructure for voice, data, video, and security applications. We perform work regionally with our own technicians throughout Maine, New Hampshire, Massachusetts, Rhode Island, and South Carolina. Our network of pre-qualified partners allows them to complete work nationally and internationally. Our goal is to become your **One Point** of contact to oversee the installation of voice, data, video, and security systems, and to be your "smart-hands" resource regardless of location.

- We are a Corporate BICSI member and have our own Registered Communications Distribution Designers (RCDDs), CTS, NICET III, an electrical engineer, CAD designer, and other certified experts on staff. We prepare "construction-ready" CAD drawings, rack elevations, floor plans, and other related documentation.
- ▶ Full-time project managers successfully manage projects locally and around the globe via our network of over 4,000 pre-qualified installers.
- Partners also include manufacturers such as Mitel, Allworx, Cambridge Sound Management, Samsung, NEC, APC, Bogen, Extron, Crestron and many others.
- Customers include well-known organizations such as Brandeis University, AAA, University of Massachusetts, L.L.Bean, T-Mobile, Hannaford Bros., IDEXX, Westinghouse, University of South Carolina, Dartmouth College, University of Maine, Sig Sauer, Amica, Dell, and TD Bank.
- In addition to Category 5e, 6, and 6A cabling, we install all types of low-voltage cabling including coaxial and fiber optics. We provide the support structure for cabling and components including racks and cabinets, ladder and cable trays, and cable management products. We supply full systems including all cabling, components and support for sound masking, audio/visual, security cameras, and more.
- Installations are certified to the performance standard (e.g. Category 6) and carry the applicable manufacturer's warranty. We are certified in structured cabling solutions from Commscope for Uniprise and SYSTIMAX, Corning, Belden-Nordx, Hitachi, Ortronics, Panduit, and Siemon.
- We perform service/repair/MAC work on telephone systems (most major brands), security systems, audio/visual, and cabling infrastructure.
- We test all cables installed with a Level 3 tester and can provide test results as PDF file or on CD.
- Our Craftsmanship Warranty ensures our work to be free from defects for a period of one (1) year from the date of Substantial Completion. All material, equipment and workmanship supplied under the signed contract are covered under this warranty.

Established: 2002

Locations: Offices in Maine, New Hampshire, Massachusetts, Rhode Island & South Carolina

Office Employees: 83

Technicians: 113

Dun & Bradstreet Number:

12-932-0813

Federal Tax ID: 03-0399415

SAMS Cage Code:

3G2V6











Capabilities & Services



CABLING & CONNECTIVITY

Design and installation of structured cabling systems for computer networks, telephone systems, A/V equipment, and security solutions.



AUDIO/VISUAL

Customized A/V solutions for meeting spaces of all sizes from conference and board rooms, to classrooms and auditoriums.



SECURITY SOLUTIONS

Integrated security solutions including security cameras, surveillance systems, access control, and monitored intrusion detection.



TELEPHONE SYSTEMS

Cost-effective voice over Internet protocol (VOIP) telephone systems with all the features and functions needed for today's fast-paced business environment.



SOUND MASKING

Call centers, healthcare facilities and open concept offices can benefit from reduced noise and increased privacy with a sound masking system.



CELLULAR BOOSTERS & WIRELESS NETWORKS

Improve wireless reliability for your facility. We also work with a number of wireless solution providers to design and install wireless networks in all manner of environments.



DEPLOYMENT SERVICES

Hardware deployment services for a wide variety of equipment including wireless access points, point-of-sale (POS) systems, network equipment, and workstation devices.



MAINTENANCE

Whether you are reporting an issue, need equipment moved or looking for help identifying what work needs to be done, our Service Technicians can handle it all.



GLOBAL REACH

Connectivity Point has a network of pre-qualified partners in all states and access to partners in countries all over the globe, so we can complete your job regardless of location.



WHEN STANDARDS MATTER

Connectivity Point Project & Service Rates

Effective 2/1/22

		ME		NH		MA		RI		SC	
		Old	New								
	Cabling	70	75	70	75	70	75	70	75	55	60
	Project Management	95	100	95	100	95	100	95	100	65	70
	Estimating	95	100	95	100	95	100	95	100	65	70
	Fiber	85	90	90	90	85	90	85	90	65	70
	AV	101	105	101	105	101	105	100	105	75	80
5	Project Management	91	105	91	105	91	105	91	105	91	105
PROJECT	Estimating	91	105	91	105	91	105	91	105	91	105
æ	Security	101	105	101	105	101	105	105	110	90	95
	Project Management	101	105	101	105	101	105	101	105	101	105
	Estimating	101	105	101	105	101	105	101	105	101	105
	Telephony	85	90	85	90	115	120	115	120	90	95
	Project Management	95	100	95	100	115	120	115	120	70	75
	Estimating	95	100	95	100	115	120	115	120	70	75
	Cabling	82	90	82	90	82	90	90	95	82	85
	Fiber	95	105	95	105	95	105	95	105	95	100
	AV	135	135	135	135	135	135	135	135	135	135
핑	Security	135	135	135	135	135	135	149	149	135	135
SERVICE	Telephony	95	100	95	100	125	125	115	115	95	95
SE	Remote Telephony	95	100	95	100	125	125	120	120	95	95
	Deployment	100	100	100	100	100	100	100	100	100	100
	Paging	95	95	95	95	95	95	95	95	95	95
	Sound Masking	95	95	95	95	95	95	95	95	95	95

For Internal Use Only

Corporate Headquarters
Connectivity Point Design & Installation, LLC.
PO Box 1268
Auburn, Maine 04211
Toll Free (866) 782-0200 Fax (207) 753-0200
www.connectivitypoint.com



Doug Watt

PRESIDENT

Doug has over 20 years of experience in inside and outside plant cabling, fiber optics, and telephone system service. He has climbed poles, pumped out manholes, pulled thousands of feet of cable, installed telephone systems—you name it and he's done it. This real-life experience as a technician in the field enables Doug to have a keen appreciation for the day-to-day challenges which technicians must face. As a result, Doug treats all employees with respect and generosity.





Mell Hamlyn

DIRECTOR OF FINANCE & HUMAN RESOURCES

Mell has been an Accountant and Tax Advisor for more than 25 years and prior to Connectivity Point worked for an international manufacturing firm. As one of the original employees, Mell has chaperoned the rapid growth of the company from 4 employees to over 200.





Jim Cyr

DIRECTOR OF SALES, ESTIMATING & MARKETING

Jim has more than 25 years of professional sales experience building sales teams and growing regional, national and international business. He has a background in the telecommunications, wireless telecom, pulp and paper, steel, machine tool, and automotive industries.

Jim joined Connectivity Point in 2010 as an Account Executive and accepted the Director of Sales and Marketing role in 2016, where he now oversees our regional and national sales team, estimating, and marketing groups.





Christopher Hodgdon

A/V SALES ENGINEER

Chris had 5+ years designing commercial electrical and lighting systems before turning to Project Management where he has over 12+ years of project management (Structured Cabling and A/V) experience including national projects for Fortune 1000 companies.

For the past 5+ years, Chris has been engineering and designing Audio/Visual systems, which have been installed for corporate customers across the United States and Canada.





Dane Courtois

A/V FIELD ENGINEER

Dane has 10+ years in the A/V industry in various roles of Designer/Engineer/Technician. Dane's previous work experience includes responsibility for all the technical entertainment for the Carnival Cruise Line ships.

Prior to joining Connectivity Point, Dane held key roles with a commercial A/V integrator where he was responsible for the successful implementation and rollouts for digital signage, video walls, and video conferencing systems.





Adam Krawic

A/V ESTIMATOR

Adam has 20+ years in the A/V industry. Working as a live sound engineer for large performances with 10k+ attendees to corporate meetings for Fortune 500 companies. Adam has worked for a prestigious Cambridge school designing state of the art classrooms and conferencing systems.

Most recently, Adam designed and installed group breakout classrooms and video conference rooms for Maine's Universities.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance - Portland, ME	CONTACT NAME:	Cross Insurance - Portland, ME				
l 2331 Congress Street	PHONE (A/C, No, Ext):	207-780-1677	FAX (A/C, No):	207-780-6377		
Portland, ME 04102	E-MAIL ADDRESS: portland.coi@crossagency.com					
	INSURER(S) AFFORDING COVERAGE					
www.crossagency.com	INSURER A: Atlantic Specialty Ins. Co					
INSURED	INSURER B: Maine Employers' Mutual Insurance Co					
Connectivity Point Design & Installation LLC P.O. Box 1268	INSURER C:					
Auburn ME 04211-1268	INSURER D:					
3.0000000000000000000000000000000000000	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 69398396 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
✓	CLAIMS-MADE OCCUR	1		711-01-78-51-0000	3/15/2022	3/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN							GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
AUT	OMOBILE LIABILITY			711-01-78-51-0000	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	AUTOS ONLY AUTOS							\$
1	HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
/	UMBRELLA LIAB OCCUR			711-01-78-51-0000	3/15/2022	3/15/2023	EACH OCCURRENCE	\$5,000,000
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000,000
	DED RETENTION\$							\$
	EMPLOYEDELLIADILITY			5101800403	3/11/2022	3/11/2023	✓ PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A					E.L. EACH ACCIDENT	\$1,000,000
		","					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Professional Liability/E & O				760-01-03-54-0003	3/15/2022	3/15/2023	1,000,000 Each Claim 1,000,000 Aggregate	
	WOFAND COMMITTEE OF THE STATE O	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPOPRIETOR, PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION 5 below	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY WIND AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE NOR-OWNED AUTOS ONLY WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE NOR-OWNED MAND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE NOR-OWNED AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE NOR-OWNED AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE NOR-OWNED AUTOS ONLY I MAN AUTOS	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTINER/EXECUTIVE OFFICE/RMBER EXCLUDED? [Mandatory in NH] If yes, describe under DESCRIPTION OF OPERATIONS below	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE POLICY PRO- OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY VAITOS ON	TYPE OF INSURANCE INSD WYD POLICY NUMBER (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY POLICY PRO- JECT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY FIRED DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPOPRIETOR/PARTINER/EXECUTIVE OFFICE/RM/BMERE/EXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below T11-01-78-51-0000 3/15/2022 711-01-78-51-0000 3/15/2022	CLAIMS-MADE COCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCY PRODUCY PRODUCY AUTOS ONLY A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR CONTINUED OCCUR CONTINUED OCCUR ANY AUTO OWNED OWN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of North Yarmouth is named as Additional Insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Town of North Yarmouth 10 Village Square Road North Yarmouth ME 04097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	Amanda Harding

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ACORD 25 (2016/03)

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Article I. Town Meeting and Elections

- 1. <u>Town Meeting</u>. Town meetings shall be held as provided below:
 - a. The Select Board shall convene an annual Town Meeting on a Saturday in April on or before June 30th of each year for the purpose of considering and adopting the budget and such other matters as appear on the meeting's warrant. The annual Town Meeting date shall be established by the Select Board not later than the preceding February 1st April 1st.
 - b. Special Town Meetings may be called by the Select Board in accordance with state law or as specified in Article II 5 § c of this Charter.
 - c. The moderator of any Town Meeting shall be elected at the beginning of such meeting.
- 2. <u>Elections.</u> An annual municipal election shall be held in June for the purpose of electing town officials and for voting on referendum questions and other secret ballot questions. Except as otherwise provided herein or in state law, the following offices shall be elected by secret ballot at the annual municipal election: Select Board/Board of Overseers & Overseers of the Poor; Yarmouth Water District Trustee; Directors of MSAD #51; Budget Committee; and Cemetery Commission. Other elections shall be held as provided by state law.
- **3.** Petitions. The voters may petition the Select Board pursuant to state law, including, but not limited to, Title 30-A, Section 2522 and Title 30-A, Section 2528(5) as such provisions may be amended, superseded, or replaced from time to time. The manner, validity, and effect of such petitions are as determined by state law.

Article II. Select Board

- 1. <u>Select Board/Board of Overseers of the Poor.</u> There shall be a Select Board/<u>Board of Overseers of the poor</u> consisting of five (5) members elected to staggered three (3) year terms. The terms of those elected to the Select Board shall expire on June 30th of their expiration year.
- 2. Qualifications. Select Board shall be registered voters of the town who maintain a permanent, principal residence in the town at all times during their term of office. For purposes of this subsection, "permanent, principal residence" shall mean that place where a person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return, consistent with the factors listed in 21-A M.R.S. § 112(1)(A).

3. Chair of Select Board.

At the first regular meeting of the Select Board on or after July 1st of a year, the Select Board shall elect a chair to serve until the following June 30th. In the event the chair ceases to serve as a selectperson, resigns as chair, or is otherwise unable to discharge his or her duties prior to the end of such term, the Select Board shall elect a new chair as soon as practicable. By an affirmative vote of not less than four members, the Select Board may vote to remove a chair prior to the expiration of their term and thereafter by an affirmative vote of no less than three members, elect a replacement.

- a. The chair or his or her designee shall have the following responsibilities:
 - (i) Serve as the official spokesperson of the Select Board;
 - (ii) Preside over all meetings of the Select Board;
 - (iii) Establish the schedule and agendas of the Select Board; and
 - (iv) Ensure that the Select Board develop and maintain bylaws.

4. Powers and Duties.

- a. The Select Board shall hold regular meetings no less than monthly, and give notice of such meetings as required by law.
- b. The Select Board may call special meetings as are necessary, and must give notice as required by law.
- c. The Select Board may call emergency meetings as needed with notice as required by law, to meet public emergencies affecting life, health, property or the public peace.
- d. The Select Board's compensation shall be determined by the annual Town Meeting.
- e. The Select Board shall annually review and prioritize the goals and objectives for ad hoc committees.
- f. The Select Board shall review and approve an annual town budget for inclusion in the annual Town Meeting warrants, as well as all other warrants required by law or necessary for the good management of the town.
- g. The Select Board shall make appointments to boards, commissions and committees from time to time. In the case of elected positions described in Article IV below, the Select Board shall have the authority to appoint members to otherwise elected committee positions in the event of removal, disability, or resignation, and in the event no qualified candidate is elected on a secret ballot. Such appointments shall be for the unexpired term of such position, unless otherwise provided by statute or other law.
- h. The Select Board shall appoint the Town Assessor, who shall be licensed as a certified Maine assessor and appointed by the Select Board to a term of one (1) year. The term of the appointed assessor shall expire on June 30th. In addition to the duties provided by law, the assessor shall maintain the town's tax maps. Compensation shall be fixed by the Select Board and in addition, the assessor shall receive the actual and necessary expenses incurred in the performance of the assessor's duties.
- i. The Select Board may, after a public hearing:
 - (i) Amend ordinances in order to correct typographical or editorial errors, inaccurate statutory references, or changes to forms prescribed by the town
 - (ii) Except as otherwise provided herein, and except for ordinances within the exclusive authority of the Select Board to enact, all ordinances and other ordinance amendments shall be enacted by Town Meeting.
- j. The Select Board shall deal with town employees solely through the Town Manager and shall not give orders to any subordinates of the manager, either publicly or privately. This section does not prevent the Select Board from appointing committees or commissions of its own members or of citizens to conduct investigations into the conduct of any official or department, or any matter relating to the welfare of the town.
- **5.** <u>Forfeiture of Office, Prohibitions Vacancies</u>. The office of a selectperson shall become vacant upon death, resignation, non-acceptance, removal from office in any manner designated by law, or by forfeiture of office.
 - a. Forfeitures. A selectperson shall forfeit office if he or she lacks at any time during their term of office:
 - (i) any qualification of the office as described by this charter or by law.

- (ii) is convicted of a felony.
- (iii) is found, by affirmative vote of at least three Select Board, to have violated the conflict of interest provisions of this charter.
- (iii) has failed to attend three (3) consecutive meetings of the Select Board without being excused for due cause by the chair.
- b. <u>Prohibitions</u>. Except where otherwise authorized by law no selectperson shall be a town employee or serve on an elected or appointed board, commission or committee established under Article IV, Sections 1 and 2 of this charter during the term for which they were elected to the Select Board; provided, however, that service as a per diem or similar status membership in the town fire and rescue department, shall not be grounds for disqualification from holding office as a selectperson.
- c. <u>Vacancies</u>. If a seat on the Select Board becomes vacant more than six (6) months prior to the next regular election, the Select Board shall vote to hold a special election and approve a warrant related thereto no more than sixty (60) days from the date the vacancy occurred to fill the unexpired term. Nomination papers must be filed with the Clerk during regular business hours by no later the 45th day prior to the election day. If the vacancy occurs less than six (6) months prior to the next election, the Select Board may hold a special election.

Article III. Town Manager

- 1. <u>Town Manager Established; Role</u>. Except as granted to the Town Manager herein, the administrative and executive functions of the town shall be reserved to the Select Board.
- 2. <u>Qualifications and Requirements</u>. The Town Manager shall be chosen by the Select Board on the basis of his or her executive and administrative qualifications, his or her technical knowledge of municipal administration, and his or her integrity of character.
 - a. The Town Manager need not be a resident of the town or state when appointed, but, while in office, may reside outside the town only with the approval of the Select Board.
 - b. The Town Manager may not serve as any elected town official, assessor, or member of any board, commission or committee established under Article IV. Sections 1 or 2.
- 3. Roles and Responsibilities. The roles and responsibilities of the Town Manager shall include the following:
 - a. Act as the chief executive and administrative officer of the town.
 - b. Act as purchasing agent for all departments of the town and to put out to competitive bids any transactions of such minimum dollar amount as established by the Select Board as the fiscal policy of the town from time to time.
 - c. Attend the regular meetings of the Select Board, all Town Meetings and public hearings of the town or Select Board.
 - d. Make recommendations, including orders or ordinance changes for adoption as the Town Manager may deem expedient for the efficient operation of the town.

- e. Be responsible to the Select Board for the administration of all departments and offices of the town and to keep the Select Board advised as to the business, operations, and needs of the town.
- f. Execute all laws and ordinances of the town.
- g. Appoint, subject to confirmation by the Select Board, supervise and manage the heads of departments and other town officials, except as otherwise designated. Subject to ratification in the town's budget, town department heads and other officials may include, but are not limited to the Town Clerk, Town Treasurer, Tax Collector, Registrar of Voters, Code Enforcement Officer, General Assistance Administrator, Road Commissioner, Director of Emergency Preparedness, Animal Control Officer, Health Officer, Electrical Inspector, Building Inspector, Plumbing Inspector, and Fire Chief.
- h. Notwithstanding subsection g, the Town Manager may serve, with the permission of the Select Board, as the head of one or more departments, offices, or agencies, or may appoint one person as the head of two or more of them.
- i. Exercise administrative control over all departments created herein or that may be created hereafter either by general law or ordinance, including but not limited to all matters of hiring, firing, and employee discipline.
- j. Have exclusive authority to remove for cause, after notice and hearing, all persons whom the Town Manager is authorized to appoint and report all removals to the Select Board.
- k. Unless otherwise provided by town ordinance or this charter, the Town Manager shall appoint, supervise and manage all town officials whom the Select Board are required by law to appoint; and appoint, supervise and manage all other officials, subordinates and assistants, except that the Town Manager may delegate this authority to a department head and report all appointments to the Select Board. The Town Manager shall not appoint or supervise any members of boards, commissions, committees and the assessor whether elected or appointed by the Select Board, with respect to the performance of those duties.
- 1. Be liaison and resource person for all town boards and committees, and to attend public hearings and meetings when appropriate. The Town Manager shall assist, insofar as possible, residents and taxpayers in discovering their lawful remedies in cases involving complaints of unfair vendor, administrative and governmental practices.
- m. Keep the Select Board and the residents of the town informed as to the town's financial condition.
- n. Collect data necessary to prepare the budget and prepare a preliminary budget to present to the Select Board and the Budget Committee.
- **4.** <u>Compensation</u>. The Select Board shall determine the compensation of the Town Manager, which shall be included in the annual budget approved at Town Meeting.

5. Removal, Suspension, and Disability.

- a. <u>Removal and Suspension</u>. The Select Board may remove or suspend the Town Manager for cause in accordance with the following procedures.
 - (i) The Select Board shall file a written preliminary resolution with the town clerk stating the specific reasons for the proposed removal or suspension. A copy of that resolution shall be

- delivered to the Town Manager within ten (10) days of filing. Within twenty (20) days of receiving the resolution, the Town Manager may reply in writing and request a public hearing.
- (ii) Upon request for a public hearing, the Select Board shall hold one at least ten (10) days but not more than thirty (30) days after the request is filed. After the public hearing or at the expiration of the time permitted the Town Manager to request the public hearing, if no such request is made, the Select Board may adopt or reject the resolution of removal or suspension.
- (iii) The Select Board may suspend the Town Manager from duty in the preliminary resolution, but the Town Manager's salary may not be affected until the final resolution of removal has been adopted. In the case of such suspension, the Select Board may appoint an acting Town Manager to serve at the pleasure of the Select Board for not more than ninety (90) days.
- (iv) The action of the Select Board in removing the Town Manager shall be final, and shall be by majority vote of the Select Board.
- b. <u>Disability or Absence</u>. The Town Manager may designate a qualified administrative official of the town to perform the Town Manager's duties during a temporary absence or disability, subject to confirmation by the Select Board. If the Town Manager does not make this designation, the Select Board may appoint a town official to perform the Town Manager's duties during the absence or disability and until the Town Manager returns or the disability ceases.
- **6.** <u>Regional Cooperation</u>. The town may not jointly engage or cost share the Town Manager, except as approved by Town Meeting.

Article IV. Elected and Appointed Boards, Commissions, Committees, and Officials

- 1. <u>Elected Boards, Commissions, Committees, and Officials, and Qualifications</u>. The following positions shall be registered voters of the town who maintain a permanent, principal residence in the town at all times during their term of office and shall be elected by secret ballot. For purposes of this section, "permanent, principal residence" shall have the same meaning as set forth in Article II, Section 2.
 - a. <u>MSAD Directors</u>. There shall be MSAD Directors, whose number, length of terms, powers and duties shall be a prescribed under the terms of the certificate of organization for the MSAD and who if more than one is provided for, shall be elected to staggered terms. The terms of those elected to serve as directors shall expire on June 30th of their expiration year.
 - b. <u>Budget Committee</u>. There shall be a Budget Committee consisting of seven (7) members elected to staggered three (3) year terms. The terms of those elected to the Budget Committee shall expire on June 30th of their expiration year. Members shall elect a chair and a secretary. The Budget Committee shall have the following duties and responsibilities:
 - (i) The Budget Committee shall meet in conjunction or apart from the Select Board to hear and review the Town Manager's proposed budget.
 - (ii) The Budget Committee shall meet to make comments and/or recommendations on said budget, either separately or jointly with the Select Board for the annual town warrant.
 - (iii) The Budget Committee shall attend the annual Town Meeting to answer questions about said recommendations.
 - (iv) The Budget Committee's recommendations in all regards will be strictly advisory in nature and shall not be binding upon the Select Board.

- c. <u>Yarmouth Water District Trustee</u>. There shall be one elected (1) Yarmouth Water District trustee. The terms, powers, and duties as prescribed by the Private and Special Legislation dealing with the Yarmouth Water District shall apply. The term of the elected trustee shall expire on June 30th of the expiration year.
- d. <u>Cemetery Commission</u>. There shall be a cemetery commission consisting of five (5) members elected to staggered five (5) year terms. The cemetery commission shall have responsibility for approving expenditure of trust funds for the care and maintenance of the cemeteries and set such other policies necessary for the respectful care and maintenance of town cemeteries.
- 2. Appointed Boards, Commissions, Committees and Officials, and Qualifications. The following boards, commissions, committees and officials shall be appointed by the Select Board, and shall consist of members who are registered voters of the town who maintain a permanent, principal residence in the town at all times during their term of office. For purposes of this section, "permanent, principal residence" shall have the same meaning as set forth in Article II, Section 2.
 - a. <u>Board of Assessment Review.</u> There shall be a Board of Assessment Review consisting of three (3) regular members and two (2) alternate members appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the Board of Assessment Review shall expire on June 30th of the expiration year. The Board of Assessment Review shall elect from their membership a chair and a secretary at its first regular meeting occurring on or after July 1st of each year. Other than for purposes of electing the chair and secretary, an alternate may only vote in the absence of a regular member.
 - b. <u>Planning Board</u>. There shall be a Planning Board consisting of five (5) regular members and two (2) alternate members appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the planning board shall expire on June 30th of the expiration year. The members of the Planning Board shall elect from their membership a chair and a secretary annually at its first regular meeting occurring on or after July 1st of each year. Other than for purposes of electing the chair and secretary, an alternate may only vote in the absence of a regular member. The Planning Board shall execute such duties as prescribed in the ordinances of the town and by state law.
 - c. Zoning Board of Appeals. There shall be a Zoning Board of Appeals consisting of five (5) regular members and two (2) alternate members. These members shall be appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the Zoning Board of Appeals shall expire on June 30th of their expiration year. The members of the Zoning Board of Appeals shall elect from their membership a chair and a secretary at its first regular meeting occurring on or after July 1st of each year. Other than for purposes of electing the chair and secretary, an alternate may vote only in the absence of a regular member. The Zoning Board of Appeals shall execute such duties as prescribed in the ordinances of the town and by state law.
 - d. Parks & Recreation Committee. There shall be a Parks & Recreation Committee consisting of seven (7) five (5) members appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the Parks & Recreation Committee shall expire on June 30th of their expiration year. The Recreation Committee shall elect from its membership a chair and a secretary at its first regular meeting occurring on or after July 1st of each year.
 - (i) The Parks & Recreation Committee shall advise the town and municipal officers on matters of parks and recreation and supervise any parks and recreation programs by the town.
 - (ii) The Parks & Recreation Committee shall oversee any town property designated as a parks and recreation area by the Select Board and make recommendations to the Select Board regarding its use.

- e. <u>Shellfish Conservation Commission</u>. There shall be a Shellfish Conservation Commission consisting of three (3) members appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the Shellfish Conservation Commission shall expire on June 30th of their expiration
 - year. Members of the Shellfish Conservation Commission shall have the powers and duties as prescribed by the Private and Special Legislation dealing with the Shellfish Conservation Commission and as prescribed in the Town of Yarmouth's Shellfish Conservation Ordinance as may be amended, superseded, or replaced from time to time.
- f. Economic Development & Sustainability Committee. There shall be an Economic Development & Sustainability Committee consisting of seven (7) regular members and one (1) alternate member appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the Economic Development & Sustainability Committee shall expire on June 30th of the expiration year. The members of the Economic Development & Sustainability Committee shall elect from their membership a chair and a secretary annually at its first regular meeting occurring on or after July 1st of each year. Other than for purposes of electing the chair and secretary, an alternate may only vote in the absence of a regular member. The Economic Development & Sustainability Committee shall execute such duties as prescribed in the town comprehensive plan, strategic development plan, and charge of responsibilities established by the Select Board.
- g. North Yarmouth School Fund. There shall be a North Yarmouth School Fund consisting of seven (7) trustees appointed by the Select Board to staggered five (5) year terms. Recommendations for trustee appointment(s) shall be petitioned and provided by the trustees to the Select Board. The terms of those appointed to the North Yarmouth School Fund shall expire on June 30th of the expiration year. The trustees of the North Yarmouth School Fund shall elect from their trusteeship a chair and a secretary annually at its first regular meeting occurring on or after July 1st of each year. The North Yarmouth School Fund shall execute such duties as prescribed in the North Yarmouth School Fund bylaws and the charge of responsibilities established by the Select Board.
- h. Wescustogo Hall Committee. The Select Board shall appoint a five (5) member committee for the purpose of overseeing the use, maintenance, and rules pertaining to the property as well as keeping the intent of the April 7, 1997, agreement (warrant Article 6) to staggered three (3) year terms; two (2) of the five (5) members shall be selectpersons. The provision of this committee will be reviewed following the year 2025 in which a vote of the Townspeople may find it is no longer validating.
- i. Other Officials. The Select Board shall appoint such other officials to regional bodies as may be required from time to time to serve on such regional bodies required or permitted by law, agreement or otherwise.
- 3. Vacancy, Forfeiture. The office of a member of any elected or appointed board, commission or committee listed in Article IV, Sections 1 and 2 shall become vacant upon the member's death, resignation, non-acceptance, or removal from office in any manner designated by law, or by forfeiture if he or she lacks at any time during their term of office any qualification of the office as described by this charter or by law.
- **4.** Ad Hoc Committees. Any committee not otherwise mentioned in this charter shall be an ad hoc committee. Ad hoc committees are such committees as are necessary to the efficient functioning of the town. The Select Board may, at its discretion, create or eliminate such ad hoc committees as it desires, subject to the following:
 - a. The Select Board shall annually review and deliver to each Aad hoc committee a written charge.
 - b. The Select Board shall appoint members in such numbers as are required.

- c. Each ad hoc committee shall be established for a minimum of six (6) months or up to a maximum of two (2) years; however, the Select Board may extend the establishment of any ad hoc committee for additional terms. Each such term shall be up to two (2) years or as deemed necessary by the Select Board.
- d. Each of the ad hoc committees shall elect from their membership a chair and a secretary at its first regular meeting.
- e. The chair shall keep the Select Board and Town Manager regularly apprised of the ad hoc committee's progress.

5. Other Duties.

- a. In addition to the duties and responsibilities set forth herein or by law, each board, commission, committee or individual official established pursuant to this Article IV shall prepare an annual report, which shall be due on such date and contain such information as directed by the chair of the Select Board.
- b. Each board, commission or committee established pursuant to this Article IV may adopt, amend, or repeal bylaws from time to time as necessary and appropriate for its efficient operation. All current bylaws shall be maintained by the town and made available for public review.

Article V. General Provisions

- 1. <u>Amendments</u>. This charter may be amended or revised under Title 30-A, Sections 2101 through 2109.
- **2. Effective Date.** This charter is effective on July 1, 2013.

3. Transition Provisions.

- a. All elected and appointed persons not otherwise addressed in this Article V, Section 3 shall continue to serve until the expiration of their term or until their successor is duly elected or appointed hereunder.
- b. The prohibition on serving as a Selectperson pursuant to Article II, Section 5(b) shall apply to all selectmen Selectpersons as of the effective date of the charter. Should the prohibition create a conflict for any Selectperson elected prior to the effective date, that Selectperson's seat becomes vacant as of the effective date of the charter unless the Selectperson eliminates the conflict before the effective date.
- c. In order to reduce the number of Budget Committee members from nine (9) to seven (7), there will be two (2) seats available for election in June 2014 and two (2) seats for election in June 2015.
- d. The Conservation Commission shall be disbanded as of the effective date of this charter. Any funds or other property held by or in the name of the Conservation Commission shall be deemed transferred to the Town. The Select Board shall perform or delegate any duties or obligations of the Conservation Commission subsequent to the effective date of this Charter.
- e. Any committees in existence at the time of the enactment of the charter not specifically identified in the charter shall become ad hoc committees described in Article IV, Section 3. By September 30, 2013, the Select Board shall have the option to review these committees and deliver the charge to the committee. Otherwise such committees shall be disbanded automatically as of September 30, 2013.
- f. The Select Board shall appoint an interim Town Manager to serve until such time as the Select Board has selected someone to serve as Town Manager.

4. <u>Conflicts of Interest</u>. Any official, officer or employee of the town who has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation or ownership interest in a business entity, in any contract with the town, or in the sale of any land, material, supplies or services to the town or to a contractor supplying the town shall make known that interest and shall refrain from voting upon or otherwise participating in his/her capacity as an official, officer or employee in making such sale or otherwise in the making or performing of such contract.

Any official, officer or employee who willfully conceals such financial interest or willfully violates the requirement of this section shall be guilty of malfeasance in office or position and shall forfeit his/her office or position. Violation of this section with the express or implied knowledge of the person or business entity contracted with or making a sale to the town shall, at the option of the town, render the contract or sale voidable.

In all proceedings before the town, every municipal official shall attempt to avoid the appearance of a conflict of interest by disclosure or abstention.

- 5. <u>Liberal Construction</u>. The powers of the town under this charter shall be construed liberally, and the specific mention of particular powers of the charter shall not be construed as limiting in any way the general power of these articles.
- **6.** Repealer. All Acts or parts of Acts inconsistent herewith insofar as they relate to the town are hereby repealed.
- 7. <u>Invalidity</u>. If any portion of the charter shall be held invalid or unconstitutional, such portion will not affect the validity of the remaining portions thereof.
- **8.** <u>Applicable Law</u>. Except as otherwise providing in this Charter, the Town of North Yarmouth operates under the laws of the State of Maine.