

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, August 6, 2019 – 5:00 PM
Town Office Conference Room**

I. Call to Order

- Pledge of Allegiance

II. Minutes of Previous Meeting(s)

- July 2, 2019
- July 16, 2019

III. Public Comment - Non-Agenda Items

Comments regarding issues, concerns, commendations, or matters of general public information are welcome. Individuals shall have three (3) minutes to speak and be asked to state their name & legal residence. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so in a respectful and constructive manner. Topics relating to personnel or personnel matters cannot be acknowledged.

IV. Management Reports & Communications

- Select Board Communications
- Town Manager's Report
- Department Head Bi-monthly Reports

V. Old Business

- Wescustogo Hall & Community Center Project
 - Matrix Update
- Assessing Service Bid Award
- Facility Use Policy Approval

VI. New Business

- Fee Schedule - Annual Review
- MMA - Executive Committee Elections/Vote
- FY20 Goal Setting
- Committee Communications

VII. Accounts Payable

- Review & Approval
 - FYE 19
 - FYE 20

VIII. Any Other Business

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

IX. Adjournment

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.

August 6, 2019

Agenda - Section II. Meeting Minutes

Item(s):

- **070219** - Move to approve the minutes for July 2, 2019, as presented. Second, discussion and vote follow.
- **071619** - Move to approve the minutes for July 16, 2019, as presented. Second, discussion and vote follow.

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, July 2, 2019**

Call to Order – Members Present: Jennifer Speirs, Stephen Morrison, William Whitten, Anne Graham, and James Moulton. Town Manager Rosemary Roy was also present. Chairperson Speirs called the meeting to order.

Appointment of Chair – Vice Chairperson Morrison nominated Bill Whitten for chair of the Select Board for the ensuring year. Chairperson Speirs seconded the motion. Discussion: Selectperson Moulton stated his reasoning of why he would not vote for Bill Whitten as Chair of the Board. **Vote: 4 Yes – 1 No.**

Nomination of Vice Chair – Selectperson Speirs nominated Stephen Morrison as Vice Chair of the Board. Chairperson Whitten seconded the motion. Discussion: None. **Vote: 4 Yes – 0 No – 1 Abstention.**

Minutes of Previous Meeting(s) – Selectperson Speirs motioned to approve the minutes of June 18, 2019 business meeting. Vice Chairperson Morrison seconded the motion. Discussion: Selectperson Graham noted on the spelling of one of the recipients of the North Yarmouth School Fund. The Town Manager also noted a misidentification of the Vice Chair. With these error's identified, the Select Board voted to approve the minutes of the June 18, 2018 business meeting. **Vote: 5 Yes – 0 No.**

Public Comment - Non-Agenda Items – None.

Management Reports & Communications:

Town Manager's Report

- A/P Inquires
- EDSC Meeting and Village Master Plan
- Marijuana Representative
- Financial Duties
- CEO Assistant Application Deadline
- Appointment of David Sawyer

Appointment of David Sawyer – Vice Chairperson Morrison motioned to appoint David Sawyer as the Town's interim assessor for purposes of committing the FY 2020 taxes for an estimated amount of \$4,400. Selectperson Moulton seconded the motion. Discussion: Selectperson Speirs questioned if David Sawyer would have open office hours or would only be hired for the tax commitment. The Town Manager responded that his tenure with the town would only be for the tax commitment. **Vote: 5 Yes – 0 No.**

Old Business

Wescustogo Hall and Community Center – Selectperson Graham noted to the public and the Board the work done, without pay by Steve Palmer, for planning the landscaping of the Wescustogo Hall and Community Center. No action was taken.

Matrix – Ryan Keith presented the proposed costs for landscaping at Wescustogo Hall and Community Center to the Board. Discussion: Vice Chairperson Morrison inquired if the proposed costs were within the budget. Ryan Keith confirmed that they were. No action was taken.

Change Orders – Selectperson Moulton motioned to reject the change order. Selectperson Speirs seconded the motion. Discussion: Selectperson Graham inquired on the correct meaning of the term "parging". Ryan Keith explained that this term is used to describe the exposed concrete from the building's edge. Vice Chairperson Morrison inquired on if it was possible to do one location to cover the parging on that one side. Ryan Keith responded that there were multiple locations that needed to be covered and that it would not be cost effective do parge the sides of the building. **Vote: 5 Yes – 0 No.**

Vice Chairperson Morrison moved to approve change order #27 in the amount of \$2787.99. Selectperson Moulton seconded the motion. Discussion: Chairperson Whitten inquired on what the contingency amount is. The Town Manager responded that there was a balance of approximately \$70,000.00. **Vote: 5 Yes – 0 No.**

Solar RFP – Selectperson Speirs motioned to approve the Solar RFP, as written. Selectperson Graham seconded the motion. Discussion: Ryan Keith summarized his findings on the amount of electricity used by the town facilities.

- 2017 – 171,686 kilowatt hours (103,680 kilowatt hours used by the school)
- Total Number of Panel: 537 Panels for Net Zero (No outside electricity)
- For the size of the roof of Wescustogo Hall and Community Center, there can be a total of 310 panels
- Heat and Electric can be covered with about 250 panels, Ryan Keith reports to Selectperson Moulton

Selectperson Graham mentioned to the Board that the Natural Resource Council of Maine is currently working to create a presentation for Maine municipalities that will explain to elected members the new state law on solar energy, LD 1711. Selectperson Graham also mentioned the urgency that municipalities face to establish a relationship with solar industries. **Vote: 5 Yes – 0 No.**

New Business

Select Board Appointments – One (1) Year Terms – Selectperson Graham made a motion to approve Rosemary E. Roy as Tax Collector, Treasurer, and General Assistance Administrator; Clark Baston as Road Commissioner; and Cheryl Trenoweth as Public Access Officer. Vice Chairperson Morrison seconded the motion. Discussion: None. **Vote: 5 Yes – 0 No.**

Town Manager's Appointments – One (1) Year Terms – Discussion: The Town Manager presented her appointments for one (1) year terms. Town Clerk, Debbie A. Grover; Code Enforcement Officer and Electrical, Building, & Plumbing Inspector, Ryan Keith; Alt, CEO, Elec., Building & Plumbing Inspector, Debra Larrivee; Public Works Director, Clark M. Baston; Fire Rescue Chief and Emergency Management Director, Greg A. Payson.

Charter Appointments – Three (3) Year Terms to Expire 6/30/2022 – Selectperson Speirs moved to approve the charter appointments as presented. Vice Chairperson Morrison seconded the motion. Discussion: Chairperson Whitten announced the appointments: Board of Assessment Review, Robert Taisey; Parks & Recreation Committee, Brian Emerson; Zoning Board of Appeals, Michael Traister & Thaddeus Day. **Vote: 5 Yes – 0 No.**

Cumberland/North Yarmouth Appointments – One (1) Year Terms to Expire 6/30/2020 – Selectperson Graham moved to approve the appointments as presented. Selectperson Moulton seconded the motion. Discussion: Chairperson Whitten announced the appointments: PM Library Advisory Board, Trudy Dibner & Kelly Barnes. **Vote: 5 Yes – 0 No.**

Ad hoc Committees – No renewal appointments until July 2020

Select Board Member's Appointments to Committees – One (1) Year Terms to Expire 6/30/2020 – Vice Chairperson Morrison moved to approve the appointments as stated. Selectperson Moulton seconded the motion. Discussion: Recreation Advisory Board, Selectperson Speirs; Joint Standing Committee, Selectperson Graham and Selectperson Moulton; Wescustogo Hall Committee, Selectperson Graham and Vice Chairperson Morrison; Advocacy Group Committee GPCOG, Selectperson Speirs. **Vote: 5 Yes – 0 No.**

Donations – Selectperson Graham moved to accept the donations as presented by the Town Manager for a total of \$7,791.65. Selectperson Speirs seconded the motion. Discussion: Vice Chairperson Morrison inquired about where the donations came from and if the donations had any stipulations. The Town Manager and Selectperson Graham elaborated on the fundraising being done for Wescustogo Hall. Chairperson Whitten inquired if it was possible to provide donations after the final project is completed. Selectperson Graham explained that this would not be possible. **Vote: 5 Yes – 0 No.**

Accounts Payable – Selectperson Speirs moved for approval of warrants 51, 52, & 54 in the amount of \$133,933.40. Vice Chairperson Morrison seconded the motion. Discussion: Selectperson Moulton inquired on a charge of about \$3000.00. The Town Manager responded that those funds were given to an outside party

that was tasked with scanning documents for the CEO office. Selectperson Speirs inquired about a charge made from Ion Networking. The Town Manager clarified the charge was made for the completion of a project for the Town Office. **Vote: 5 Yes – 0 No.**

Items 53 and 55 for FY 2020 – Selectperson Moulton moved to approve warrants 53 and 55 in the amount of \$40,651.17. Selectperson Speirs seconded the motion. Discussion: None. **Vote: 5 Yes – 0 No.**

Any Other Business – Selectperson Moulton requested that the issue of the Bus Garage should be addressed in a future agenda. Chairperson Whitten inquired on the agenda for the Board’s upcoming retreat. No action taken.

Adjournment - Chairperson Whitten moved to adjourn.

Prepared By: Draven Walker
Administrative Assistant/Recording Secretary

Select Board

William Whitten, Chair

Stephen Morrison, Vice Chair

Anne Graham

Jennifer Speirs

James Moulton

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, July 16, 2019**

Call to Order – Members Present: William Whitten, Jennifer Speirs, & Anne Graham. Town Manager Rosemary Roy also was present. Chairperson Whitten called the meeting to order. **Vice Chairperson Morrison and Selectperson Moulton gave notice of their absence.**

Old Business

Wescustogo Hall and Community Center – Selectperson Speirs motioned to approve change order 28 in the amount of \$2,206.23. Selectperson Graham seconded the motion: Discussion: Ryan Keith described the layout for the proposed pickle ball lines in the gym of WH+CC. Selectperson Graham inquired about a proposed change order in the amount of 3,694.92 for the two pickle ball courts that was suggested to be installed. Selectperson Graham also inquired about the contingency account and the left-over balance. Ryan Keith responded that the contingency account could cover either of the proposed change orders. Selectperson Speirs motioned to amend her previous motion for the purposed change order in the amount of \$2,206.23 and moved to approved the proposed change order of \$3,694.92. Selectperson Graham seconded the motion. **Vote: 3 Yes – 0 No.**

Accounts Payable

Selectperson Speirs moved to approve warrants 56 and 57 in the amount of \$53,150.59. Selectperson Graham seconded the motion. Discussion: None. **Vote: 3 Yes – 0 No.**

Selectperson Speirs moved to approve warrant 1 in the amount of \$881,270.60. Selectperson Graham seconded the motion. Discussion: None. **Vote: 3 Yes – 0 No.**

Adjournment – Chairperson Whitten moved to adjourn.

Prepared By: Draven Walker
Administrative Assistant/Recording Secretary

Select Board

Jennifer Speirs

Stephen Morrison, Vice Chair

Anne Graham

William Whitten, Chair

James Moulton

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

Elections - State approval has been received for the use of the Wescustogo Hall & Community Center for all elections beginning November 2019.

Award - In mid-July, the North Yarmouth Public Works Department won the American Public Works Association "Snow Photo Contest." featuring our NET cancer plow truck. There will be an article coming out soon in the APWP Reporter magazine. Kudos to Debbie Grover and the Public Works Department!

FY19 Audit - The auditors are back to begin work on the FY19 fiscal year. I am requesting that this audit be completed in a timely manner and expect completion to be by October.

Tax Commitment - The Assessor and I have been working on the commitment, and I hope to have the mil rate and other calculations available at the meeting.

Senior Tax Assistance Program - 60 applications were received for FY20 in which 58 were approved and 2 denied (over income). All approved applicants will receive a tax credit of \$862.07.

FY19 Tax Liens - 38 Tax Liens will be processed and filed with the Cumberland County Registry on Monday, August 5, 2019. Total FY19 delinquent taxes equals \$106,358.

Village Center Tax Increment Financing District (TIF) - On July 29th we received formal confirmation from the state Department of Economic and Community Development that the Town's TIF district in the Village Center has been approved.

Solar Bids - Bidding has closed. The Town received three bids, and those bids will be delivered to you at the August 6th meeting. You will have the next two weeks to review, and it will be an item on the agenda for August 20th.

Count Development Block Grant - The Town has been approved for a \$2,000 matching grant for street study purposes in the Village Center.

Road Salt Bid - The salt bid was accepted (GPCOG) at \$51.90 per ton \$2.63 lower than last year. Last year the Town used 800 tons should the winter season be similar this year it may result in a budgeted savings of \$9,034.

Town Office Roof - During the spring months staff discover considerable leaking around the chimney of the Town Office roof. A plan is in the works to obtain estimates on what the repair costs will be.

Friends of Wescustogo - The committee has chosen a date for the golf tournament to raise funds for the community center. The tournament will be held on September 26th at Toddy Brook golf course.

CEO/Assessing Administrative Position - At this writing, we have selected a candidate and are awaiting confirmation of acceptance. I hope to have more information at the meeting.

Respectfully submitted,

Rosemary

Rosemary E. Roy, Town Manager





Town of North Yarmouth

Bi-monthly Report – Municipal Administration Department

Reporting Period: May & June FY19

Collections

	FY18	FY19
• Excise Collection (boat & auto):	\$182,755.73	\$169,758.07
• Inland Fisheries & Wildlife Collections:	\$13,956.83	\$10,758.71
• PAYT Collections:	\$23,187.25	\$20,324.10
• Tax Collections:	\$177,533.76	\$146,593.48

Voting

FY	Democrat	Green	Libertarian	Republican	Un-Enrolled	Total Voters
2018	1165	135	14	978	1049	3341
2019	1217	138	n/a	979	1089	3423

Communications

(number of subscribers)

	FY18	FY19
• Reminders From Town Hall	751	775
• Facebook	928	1225
• Instagram	186	311
• Twitter	198	246
• Town Hall Streams – Live Views	173 total views	60
• Town Hall Streams – On Demand Views		300

Changes/Updates

- Posted Warrants for MSAD51, school budget hearing and elections for Cumberland and NY. Posted warrants for June special town meeting (election).
- 5/20/19 conducted bi-annual meeting of the Cemetery Commission and annual walk of cemeteries.
- 5/22/19 with the assistance of PWD placed 280 veteran's flags and 33 firefighter flags in the 3 municipal cemeteries.
- 5/23/19 school budget hearing, staff assisted. A total of 70 residents attend from both communities, 26 of the 70 were from NY.
- 6/11/19 special town meeting (election of officers) 8% voter turnout with 258 votes casts.

Project(s) Update

- Conducted annual staff evaluations
- Preparations for the State Referendum Election on 11/5/19 has started.
- Submitted application and certifications to the Secretary of State's office to move the polling place.
- Worked with Rosemary Roy, Donna Palmer and Kathy Whittier on development of the June newsletter.
- TRIO SQL upgrade went live on 6/21/19.
- Submitted photo of NYPWD NET Cancer Plow Truck to the American Public Works Association's 2019 Snow Conference Photo Contest and WON!

Coming Up

- Cemetery Pontem – create online burial data base
- Boston Post Cane Holder's 98th Birthday Ride
- Quarterly Reporting: Fed 941, State SIT, Unemployment & MSHA.
- Fiscal Year process and preparing for annual audit
- August newsletter

Submitted by: Debbie Grover, Assistant Town Manager



Town of North Yarmouth

Bi-monthly Report - Code Enforcement Department

Reporting Period: May & June FY19

Activity

	FY18	FY19
Occupancy Certificates	3	2
Building Permits	27.....13 new homes	26..... 12 new homes
Plumbing Permits	24	13
Electric Permits	15	14
Septic Permits	11	9
Subdivisions	1	1
Contract Zoning	0	0

Changes/Updates

Hello everyone, the summer is flying by! The development in town has slowed down a little but not much with still a lot going on. I have noticed that there are fewer homes being constructed in the Farm and Forest District. There is a lot more movement in the Village Center than there has been in the past, which whether it is related or not that is exactly what the Comp Plan was geared for. We have a couple of new commercial buildings going up in the Village Center as well; these will contribute to the village center in what I think to be a very positive way. The buildings have been designed to meet the character of North Yarmouth and have been well thought out. One commercial structure is going to become a new space for a local insurance company, and another is a combination of a 4-unit apartment and a separate 2 unit. With one commercial lot left I'm excited to see what may present itself. Both rental units are built as if there are still just single-family residence and don't have the city feel.

Wescustogo Hall is winding down and should come in on schedule with no issues, as you know we have added a few bells and whistles including a very sophisticated building for its time and still, are on budget...yay! The last big push is on the interior woodworking and plumbing/electrical fixtures.

Submitted by: Ryan Keith, Code Enforcement Officer/Planner
Date: 7/30/2019



MAY/JUNE 2019

General Maintenance of Parks & Grounds:

- Spring lawn clean up finished
- Mowing of sports fields for spring sports.
- Rotating mowing of all town grounds, buildings, parks, cemeteries,
- Due to wet condition of trails at parks, some trail's mowing has been delayed
- Repair of fence and head stones at Walnut hill and Pine grove cemeteries

PW Building Maintenance:

- Roof skylights recieved for salt shed repair
- **Working with engineer on foundation repairs of salt shed.**

Heavy Equipment:

- Repair and maintained plow equipment painting plows, wings, and plow frames
- Body work on truck 7-10
- Working with central equipment on ongoing excavator electrical issues, have loaner machine.

Road Maintenance:

- Dirt roads graded - Sweetser, The Lane, Lufkin
- Street sweeping completed
- Royal road ditching/shoulder work
- Royal road chip seal by All States Asphalt completed
- Royal road guard rail repair ongoing
- Long line road striping by Atlantic Striping. GPCOG vender
- Started drainage/shoulder work on Baston Rd.
- Hot rubber crack seal of Mill, North, Royal, and part of Mountfort Rd.
- Started spring cleanup, swept sidewalks and some Town roads
- Weekly pick up of road kill and adult diapers on New Gloucester Rd., Walnut Hill Rd., Cumberland Rd., and Memorial highway
- Drainage work Deer Run Rd.

Other:

- Paving bid and truck bid
- Helped with WH & CC, as needed
- Moved equipment for town meeting, voting and summit
- Hand work painting of road markings still pending with Atlantic Striping. Painting of Town office strips by PW
- Paving of Baston rd. and The Lane by Crooker const. scheduled for September
- Attended annual APWA highway congress
- Work for proposed MSAD 51 bus garage addition
- Wash bay work shop
- Annual "clean-up day"
- Work with Living well on speed data
- Mil Box issue with post office/Owner Long Hill road
- Attended "Build Maine"

Changes/Updates:

- Working on updating "Winter Road Policy"
- Working on "Public Works Road ordinance"

Projects:

- Flashing speed limit sign; "down town" tracking speed and placing speed signs in various roads/locations of town
- Underground drainage inventory and inspection is ongoing



Town of North Yarmouth

Bi-monthly Report - Fire Rescue Department

Reporting Period: May 2019 & June 2019 for FY19

Activity	FY18	FY19
Medical Calls	29	38
Fire Calls	37	31
Patient Evaluations	29	38
Transports	20	27
Public Assistance	3	4
Vehicle Accidents	3	1
Mutual Aid	2	3
Unauthorized Burning	1	1
Total Member Hours on Calls	339.16	323.10
Total Member Hours Training	378.50	531.50
Total Incidents	66	69

Changes/Updates

Over the last 6 months, we had 4 members attend a Firefighter 1 and 2 certification class in Falmouth. I am pleased to say Woody Woodcock has completed the certification process, while Joe Plante and Ronnie O'Brien are still in the process of testing. Unfortunately, one member did not complete the program and will be attempting to reschedule programs that he missed.

Project(s) Update

On June 13, 2019, I received funding for phase 2 of the generator grant for the Westcustago Hall and Community Center. We are not authorized to spend the monies until an MOU with Cumberland County is forwarded and signed. This typically takes about a month. I am hoping we can still get this done while the electrical contractor is still on site. Once I have approval from Cumberland County, I will order the slab and contact Brian Milliken for the extra work.

I have been awarded \$16,986.16 for Phase 2 of the project. Phase 2 will purchase the pre-fab generator pad from Precast of Maine. Public Works will assist with setting the pad and any ground work around the pad (which should be minimal). It will also purchase and install the electrical wire from the transfer switch to the generator pad.

Phase 3 will be the most expensive part of this project. Brian Milliken has provided me a quote to complete the project including Phase 2 for a total of \$79,520.00. When you deduct the phase 2 project, we are looking roughly \$62,433.84 to complete the project.

Coming Up

The next few months will be busy. We are coming up on the busy season for annual maintenance to equipment. Department ladders will be 3rd party tested on July 11, 2019. Department Fire Apparatus will be going to Greenwood Emergency Vehicles in the last week of July for Annual Pump Service and Pump Testing. Annual Hose testing is scheduled for September 17th and 18th at North Yarmouth Fire with Fail Safe Hose testing company. Ambulance 56 was scheduled to go to Ford on July 8th for an airbag light that was on. Ford replaced an airbag sensor on the truck and completed preventative maintenance on the truck. B-57 went to Ford on July 8th for a check engine light. The light has something to do with the DEF system on the truck and repairs are being made. It will also receive preventive maintenance while there. Car-1 will be going to Ford on July 16th for a recall. The computer in the car needs to be reprogrammed. It will receive preventive maintenance while at Ford. While the Ford vehicles are under warranty, they all go to Ford for their preventive maintenance. This allows Ford to follow the history of the vehicle and ensures our warrantee will not be voided by someone else working on the vehicle.

Submitted by: Gregory Payson, Fire Rescue Chief

Date: 07/12/2019

August 6, 2019

Agenda - Section V. Old Business

- **Wescustogo Hall & Community Center** - Update only no action items.

- **Assessing Service Bid Award** - *Move to accept the Assessing Service Bid as presented by XXXX for a term of ten (10) months beginning in September and to expire on June 30, 2020, in the amount of \$XXXX, and to authorize the Town Manager to enter into an agreement with said provider on behalf of North Yarmouth, as presented. Second, discussion and vote follow.*

Notes: Four (4) proposals were received, and interviews were conducted with all parties. Selectmen Morrison and Whitten, along with the Town Manager and CEO, participated in the proposal review and interview process. The review panel recommends the acceptance of the Cumberland County Assessing proposal at the term cost of \$40,416.60 (\$4,041.66 mo.) A copy of all bids is included herein.

FY20 Expense Adjustments

<i>FY20 Budgeted Spending</i>	Assessor Services	\$	25,200
	Vision CAMA Software	\$	5,670
	Contingency	\$	10,683
		\$	41,553
<i>FY20 Budgeted Proposed Spending Adj.</i>	Assessing Services FY20 Commitment	\$	4,400
	Assessing Services FY20	\$	40,417
		\$	44,817
	Difference: Year-End Spending Overage UFB Use	\$	3,264

- **Facility Use Policy Approval** - *Move to establish and approve the Public Facility Use Policy for the Town of North Yarmouth, as presented. Second, discussion and vote follow.*

Note: Legal review is complete, and revisions are noted. Town Manager recommends approval. Updates were also applied from the last meeting as well as language pertaining to discrimination. A copy of the final draft is included herein.

WESCUSTOGO HALL & COMMUNITY CENTER FACILITY				Notes
Task	Who	Start Date	End Date	Notes
Authorization to Proceed	TM	6/19/18	6/20/18	Letter of authorization for Barrett Made to proceed with the project directed by Select Board. COMPLETE
Local Subcontractor Listing	TM	6/28/18	7/6/18	TM and OR compiling list, to be sent to BM by 7/6. COMPLETE
BM Contract - Commence Construction Pricing	TM/BM	7/7/2018	ONGOING	To be presented to Select Board at 7/7 meeting. Details still being ironed out by BM and NY Attorneys Signed 8/16/18. COMPLETE
Bond Anticipated Note (BAN)/ Bond Financing	TM	7/3/18		Financial representative and bond council will be at the 7/3 Select Board meeting. TM has started the bond application process. Interview with S&P was held on 9/25/18; waiting on rating- looks to be favorable. Funding expected end of October. Funds received 10/31/18. COMPLETE
Master Construction Calendar	BM	7/11/18		Will be available to TM, office staff, Select Board and the public COMPLETE
Bid Solicitation from Subcontractors/Vendors	BM	7/18/18	8/3/18	Bids will be presented by trade and line item. Bids to be presented to SB at 8/28 meeting. Approved by SB 8/28. Electrical subcontractor to be presented at 10/16 SB MTG. COMPLETE
Planning Board Process	BM/CEO	7/10/18	8/7/18	Planning Board Meeting of July 10th. BM information was submitted to CEO 6/20. Next PB Mtg 8/13. PB Approved Plans with a Parking Requirement Waiver at the 8/13 Meeting. COMPLETE
Site Management Plan	BM	7/17/18	8/13/18	Fence location has been finalized. Fence was installed first week in august. Site sign and BM trailer to arrive mid-August. COMPLETE
MMA - Construction Insurance (builder's risk)	TM	Nov-19		Certificates on file, cost \$ 854. for 7/1/18 - 7/1/19. COMPLETE
Close NYMS	TM	7/20/18		Notifications will be sent out 6/29/18. COMPLETE
NYMS - Playground Removal	TM	7/20/18		PWD to remove and store playground. COMPLETE
BM Subcontractor Walkthrough	BM	7/26/18		BM will be onsite with potential subcontractors. COMPLETE
MMA - Remaining Insurance Proceeds	TM	5/21/19		MMA has release remaining insurance proceeds: \$127,327.16 (238.47 less then estimated) balance of insured and \$44,469.12 (\$30,635.30 more than estimated).Architechual/Engineering cost reimbursement. Total: \$171,823.28 COMPLETE
Generator/Grant Funds	Fire Chief	Jul-18		Chief Payson to research grant funds. Application process 7/9-7/25. BM gathering info to fill out paperwork. Submitted 7/25/18. The town received \$20,000 in grant money, to be used for "phase 1" of generator installation. Grant Approved
Lead and Asbestos Testing	TM	Jul-18		Ashley is coordinating lead testing of the gym roof and asbestos testing inside the building to be done by the end of July. Testing done 7/24. Report and pricing due 7/27. Pricing came in, will be covered under contract. COMPLETE
NYMS - Murals (high resolution pictures)	TM	7/19/18	8/24/18	Ashley to take pictures. Possibility of having canvas prints made for renovated gymnasium 8/22/18. COMPLETE
Clean Out Building / Storage	TM	7/20/18	8/24/18	Storage containers delivered on 7/19. Most of building contents have been moved to storage trailers as of 7/25, Ashley is researching more storage options. 53 FT Container was purchased, Building is empty. COMPLETE
NYMS - Heating/Utilities/Alarms (shutdown)	TM/BM	7/23/18	8/24/18	Oil/boiler, water/sprinklers, propane. Alarm to be disabled 8/24. All utilities are disabled. COMPLETE
Biweekly Meetings with the Select Board	TM/BM	Beginning 8/7/18		OR (Ryan) will have construction reports at each Select Board meeting ONGOING
Construction Site Signage	BM	Mid- August		BM working on signage and will have for approval by 7/25. Signage Finalized, will be installed along with fencing mid August. COMPLETE
Interior Selective Demolition and Abatement to begin	BM	9/3/18		Interior demolition beginning 9/10/18. 10/9/18 -Interior abatement and demo is complete, exterior demolition starting. Both wings of old building have been removed. Gymnasium interior demo nearing completion. COMPLETE
Site Coordination Meeting	BM	9/7/18		Meeting held 9/7 with Dugas, OR, PW Director and BM. COMPLETE
Groundbreaking Ceremony	TM	9/13/18		Ceremony to be held at 10AM - invites going out 8/23/18. COMPLETE
Demo Begins	BM	Sep-18		All possible materials will be transported to the appropriate facilities to be recycled. Demolition beginning week of 10/8/18. COMPLETE
Sitework Begins	BM	Nov-18		Ongoing, footings and foundation. COMPLETE
Building Weather Tight	BM	4/19/19		Existing portion of building is now weather tight in order for subcontractors to begin their work, Concrete is being poured and framing will begin after the holidays. COMPLETE
Interior Layouts and Finishes	BM/NY	Ongoing		Electrical layouts of kitchen & Plumbing layouts of gym bathrooms and custodial closet have been selected. Interior finishes will be reviewed and finalized on 5/20.
Solar Panels	BM	8/1/19		Ashley coordinating meeting with Revision solar to discuss solar design and financing options week of 10/8/18. Proposals were requested from Sundog Solar, Assured and Revision, Due on 11/7/18. Options to be presented to SB 12/18/18. All solar quotes were rejected at 1/15/19 SB meeting, project is pending new legislature. To date there is no activity on the state level for solar assistance to municipalities. The Town Manager is preparing a Request for Proposals for the Board's review at a June business meeting. A program has now been approved by the state that will benefit municipalities. It is imperative that we act on the solar RFP as soon as possible. Solar bids are in and the Select Board is scheduled to award the bid on 8/20/19.
Bi-Weekly Construction Progress Photos	AA	Ongoing		Construction progress photos will be taken and posted to the Towns Website, Facebook and Instagram. ONGOING
Heating fuel will be delivered weekly for temp heat	TM/OR	Ongoing		Starting January 1st weekly fuel deliveries will be made to fill the temp heater on site. Cost to be covered by Town. As of 4/1/19 the heater has been returned and fuel deliveries cancelled. COMPLETE
Gymnasium Finishes	AA	Ongoing		Meeting to be coordinated with NY, Peter Bingham and BM to discuss options for gymnasium basketball hoops and line layouts.
Landscaping	BM	7/2/19		Construction team has met with P. Bingham and progress moves forward on the selection of hoops. Landscape plan completed - copy to Select Board 07/02/19.
Selection of Fixtures	OR	Ongoing		In progress-some complete.

Potential Change Orders

1. Install a fire hydrant on the property. BM quoting wall mounted unit. BM presented wall mounted unit to TM and Fire Chief. Chief is getting quotes on a stand alone fire hydrant, possibility of a separate project down the road. Chief has concerns regarding the sprinkler system not having enough flow when the wall mounted fire hydrant is in use. 10/3/18 wall mounted unit will stay, at this time the stand alone unit will not be added to the project. Included in Change Order #1. Change Order #1 only covers a portion of the work for the wall mounted unit. PCO #20 covers the complete scope of work.
2. BM presented a revision to the current building plans, The existing exterior wall of the "community room" is a frost wall, which will be more cost effective to keep in place and add square footage to the building. BM will present a change order for final approval at 11/6/18 SB MTG. Change Order #1 in the amount of \$48,404.17 was approved at 11/20 Select Board Meeting.
3. There is a slight change in the heating units being installed in the community room; wall cassettes to be installed in lieu of ceiling cassettes. This will have little impact to the design and minimal cost implications. This change is being reviewed and re-designed by Ripcord. Included in Change Order #1
4. The underlying roof shingles have tested positive for asbestos. The roofing will be removed and all associated costs will be tracked on a time and material basis with a not to exceed \$15,000 budget. Change Order # 2 approved at 12/18/18 Select Board meeting.
5. There is rot at the north side of gymnasium, the sheathing and framing needs to be removed and replaced. BM is looking into the best course of action and will provide a quote. PCO #3 \$4,674.22. Approved 12/4/18.
6. During removal of the existing slabs, Dugas discovered additional frost walls supporting slabs that were not included in the original scope of work. Removal of the extra material will be performed, tracked and a change order will be issued. Change Order # 2 approved at 12/18/18 Select Board meeting.
7. The gable wall in the rear of the building was not originally constructed per code. It will need to be re-framed. Included in Change Order #1
8. Barrett Made proposed adding additional perimeter drains. Discussed with OR Ryan Keith and team. PCO #4- Rejected 11/15/18
9. When the wall material was removed from the gymnasium walls it was discovered that the underlying drywall was in disrepair. To remove and replace damaged drywall - PCO #5 \$12,595.39 . To be completed and paid under Barrett Made contingency. PCO #5 now includes upgraded wall board. Approved 2/5/18
10. Pre-existing waterlines were removed during demolition, it was believed they were in a different location than they actually were. Add roughly 250ft of domestic water line back in - PCO #6 \$8,619.41. To be completed and paid under Barrett Made contingency
11. The stage floor had a layer of cardboard subfloor underneath, when the roof leaked the flooring was damaged and needed to be removed. PCO #7 \$5,520.90. To be completed and paid under Barrett Made contingency
12. Security System (cameras and monitoring) were not built into additional price. Working with SMI networks to add them in, they have offered a package discount. CO forthcoming. See PCO #8. Approved 2/5/18
13. BM proposed a new plan for the community room, deleting the sliding partition wall and installing a fixed wall to provide more space for both the stage and community room. Plans were approved at the 1/23/19 construction meeting. PCO #12 forthcoming.
14. There are plumbing & HVAC changes that go along with the updates made to the custodial closet and kitchen, as well as a change in the heat pump in the community room. PCO #11 \$18,459.82
15. Central Maine Power is requiring a pull box to be installed at the telephone pole on site. Waiting to find out if Fairpoint will require one as well. Fairpoint does not require a pull box. PCO #10 \$4,978.34. Approved on an as needed basis 3/19/19.
16. Barrett Made is finishing up pricing the Generator change order, the change order will be submitted for the grant funds that were secured by Chief Payson. PCO #9 \$20,000. Submitted to grant 3/6/19
17. The entrance doors as designed do not have handicapped mechanisms. There will be two options forthcoming. PCO's 16 & 17. PCO #17 for one door opener was approved at 3/5/19 SB Meeting
18. The town was approached regarding adding a window to the storage room next to the kitchen so that the room can be mixed use. PCO #18 was rejected at 3/5/19 SB Meeting.
19. There is a change in the ceiling tiles being used in the kitchen due to the mechanical room above. PCO #13 Approved 3/19/19.
20. Barrett Made proposed adding a water table to the siding of the building, this will provide for more durability and longevity of the siding. PCO #14 \$3537.31 was rejected by the town at the 3/6/19 construction meeting but will still be performed and paid for under Barrett Mades contingency.
21. The concrete floors in the storage and kitchen areas was unlevel and needed to be grinded down and filled. PCO #15. Approved 3/19/19.
22. Change orders submitted 5/21/19 consist of site alterations to accommodate electrical needs, stone drip edges in specified areas, and basketball hoop extras needed for hoop mobility.

Considerations

1. There is a concrete pad behind the building - it may be possible to cut the pad into pavers, move them and create a patio rather than demolishing and throwing away the material. 7/18 it was determined that the pad is not to be cut and moved, the SB voted in favor of demolishing the pad as originally planned.
2. Replace electrical panel - current panel is unable to be used due to age. BM had anticipated this and included it in the contract. Not CO work.
3. Water Line. RR looking into cost of putting in smaller line. BM and CEO recommended keeping existing for fire suppression system/future expansion. It was decided to keep the existing water line.
4. We have received the bill from CMP for the new transformer, pole and power to the building, the cost is \$26,747.02 to come out of North Yarmouth's contingency. CMP states that the existing transformer is not adequately sized to handle the proposed solar and building loads and must be upgraded (note the existing primary wire is direct buried and 30 years old.) In addition, with the profile of the land, a 4x6 pull box is required so that proper drainage can be achieved.

WESCUSTOGO HALL & COMMUNITY CENTER FACILITY - Construction Team

- Barrett Made Project Manager: Bruce Hourigan
- North Yarmouth - Owner Representative: Ryan Keith
- North Yarmouth - Town Manager: Rosemary Roy
- North Yarmouth - Administrative Assistant: Draven Walker
- Barrett Made Director of Design Services: Matthew Ahlberg
- Barrett Made - Owner: Rob Barrett
- Barrett Made - Design Services: Dylan Baker

Memorandum

To: Town of North Yarmouth
From: Shana Cook Mueller, Esq.
Date: June 5, 2019
Re: Role of the Assessor

Rosemary,

You requested I provide a brief reference sheet relating to the assessor role in North Yarmouth given the planned RFP process being undertaken. In addition, you informed me that the current assessor will not perform the commitment for the summer of 2019. This will require the Select Board to appoint a new assessor to undertake the commitment this summer as soon as possible. A certified Maine assessor must perform this function. If not, the legality of the commitment which serves as the basis for collecting property taxes could be subject to challenge.

State Law

- 30-A M.R.S. § 2526 governs the choice and qualifications of town officials.
 - Section 2526(5) governs the way a Town may select its assessor or board of assessors. In towns like North Yarmouth with a single assessor, the municipal officers shall appoint the assessor.
 - According to section 2526(8), treasurers and tax collectors of towns may not simultaneously serve as elected or appointed assessors.
 - All assessors must be sworn into office at the beginning of their terms.
- According to 30 M.R.S. § 2632(3), a town manager may not serve as an assessor.

Town of North Yarmouth Charter

- Article II, Section 4 of the Town Charter governs the powers and duties of the Select Board. According to paragraph (h) of that section, 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.”
- Article III, Section 2 of the Town Charter governs the qualifications and requirements of the role of the Town Manager. Pursuant to paragraph (b) of that section, the “Town

Manager may not serve as any elected town official, assessor, or member of any board, commission or committee established under Article IV, Section 1 or 2.”

- Article III, Section 3 governs the roles and responsibilities of the Town Manager. According to paragraph (k) of that section, 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.

As you can see, there are prohibitions on combining the assessor role in a community with other roles, there is a requirement that an assessor be certified and assessors do not function as other municipal employees in that the Town Manager does not have direct supervisory responsibility for the assessor. Assessors are obligated to assess property values according to the rules of the State of Maine Constitution, State Statute and according to the requirements of their professional certification. As such, these rules are in part an effort to maintain some independence in the assessor role from the other functions of the municipalities in which they work.

Maine
Cumberland **County**

James H. Gailey
County Manager

Alex Kimball
Deputy Manager of Administration & Finance

July 10, 2019

Town Manager
Town of North Yarmouth
10 Village Square Road
North Yarmouth, Maine 04097

RE: Tax Assessor Proposal

Dear Ms. Roy:

Rosemary

We are pleased to submit this proposal for Assessing Services to the Town of North Yarmouth. We believe the proposal demonstrates our approach, customer service, capabilities, and experience in performing regional assessing services. Cumberland County is a well-established provider of regional services for the municipalities within Cumberland County. We have the experience, knowledge, and resources to provide the Town of North Yarmouth with exceptional Assessing Services.

The Cumberland County Office of Regional Assessing is committed to serving North Yarmouth with certified Maine assessing professionals who will manage the annual ongoing assessment process as required by Maine State Law. Our enclosed proposal is unique in that we will offer the services of retired County Assessor Renee LaChapelle for the first year of the contract. We have found over the last couple of years that a significant amount of work is done to bring towns into the regional assessing program. Many times, county staff, through their work, are picking up additional valuation or fine-tuning the various programs (i.e. tree growth, BETE). Renee will work to provide consistency between North Yarmouth and the Regional Assessing Program, ultimately following the work through to commitment in 2020. After the 2020 commitment, the Regional Assessor Ben Thompson and his staff will service the town annually. We feel this new approach will benefit the Town and the County.

We thank you in advance for considering the County's proposal and look forward to becoming a long-term provider of Assessing Services for the Town of North Yarmouth.

Please do not hesitate to reach out to me for any clarifying questions. If given the opportunity we would be happy to sit down and meet to discuss further the merits of this proposal.

Sincerely,

James H. Gailey

James H. Gailey
County Manager

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SECTION ONE:

EXECUTIVE SUMMARY

Cumberland County is proud to present this Proposal for Assessing Services for 2019 and beyond. This proposal is based on the requirements provided by, and in compliance with, the Maine State Laws for Assessing Services (MRSA Title 36, and others).

Our proposal is designed to demonstrate our extensive experience and qualifications in delivering superior assessing services to the Town of North Yarmouth, and to show you why Cumberland County can provide the most qualified, cost effective, and customer oriented services for the citizens of North Yarmouth. It is also our goal to establish a long-term relationship with the Town of North Yarmouth that will provide a stable and professional office of assessing for the town and its citizens for the foreseeable future.

Our proposal includes the following evidence of our experience, qualifications, and capabilities:

Successful Maine Municipality Assessing Experience

Our team of professionals has extensive experience as assessors within several Maine municipalities. North Yarmouth will be served by a Certified Maine Assessor (CMA), with additional CMA certified staff. In addition, our staff combined has experience in assessing and appraising of commercial, residential, industrial and vacant land properties.

Specialized Team of Certified Assessing Professionals

North Yarmouth will be served with a complementary team of professionals, who have expertise in specialized types of property valuation, (waterfront, commercial, residential, high-end properties, personal property, TIF districts, etc.).

Ability to Provide Competitive Cost Effective Solutions (Non-Profit Enterprise Entity)

The Cumberland County Office of Regional Assessing is a self-contained enterprise fund within the County. This is a break-even entity, striving to provide professional services to its client municipalities in the most reasonable and cost effective manner.

Extensive Support Network and Stable Organization

Though the Cumberland County Office of Regional Assessing is a self-contained enterprise fund, it is a part of the Cumberland County organization, and as such, draws upon other resources such as Information Technology, Finance, Facilities, Human Resources, and Public Relations departments; to assist whenever called upon by our office. Further, the County is a long established public entity, which is committed to providing an outstanding and professional Office of Regional Assessing.

SECTION TWO: CUMBERLAND COUNTY ASSESSING

Background & History – Timeline for the Development of the Office

2007	Cumberland County begins researching possibilities for Regional Assessing
August 2013	Cumberland, Falmouth and Yarmouth reach out to the county to revive the initiative on a much smaller scale
October 2013	County opens Office of Regional Assessing and hires Director; Cumberland and Yarmouth execute contracts for Assessing Services with Cumberland County
April 2014	Falmouth and Casco execute contracts for Assessing Services with Cumberland County
January 2016	Cumberland opts out of program due to an unforeseen interruption in customer service
July 2017	Gorham executes a contract for Assessing Services
January 2018	Baldwin executes a contract for Assessing Services

Overview – Cumberland County Regional Assessing Office

Cumberland County has initiated a regional assessing office designed to ensure quality and thorough assessing services to interested municipalities within the County. As such, this department provides professional services responsible for determining the valuation of specific municipal exempt and taxable, real and personal property.

The office/department exists as a County Enterprise Fund:

- The Department functions irrespective of the number of communities participating
- The Department aims to break-even financially
- Cumberland County has invested in office space and IT support
- Assessing staff are Cumberland County employees
- A County Assessor is appointed and sworn in as each Town's Assessor

The Regional Assessing Main Office is based at 25 Pearl Street, Portland, with satellite assessor's offices continuing to be maintained within each participating municipality's town hall.

Communities must first meet minimum standards to contract for county assessing services. For example, each town currently must utilize Vision (or similar system) for its Computer Assisted Mass Appraising (CAMA) needs, and either MUNIS or TRIO as the municipal financial software. Currently five towns (Casco, Falmouth, Yarmouth, Baldwin & Gorham) have contracted to utilize the Office of

Regional Assessing to provide their assessing services. Additional towns have shown an interest in utilizing our services.

Regional Assessing Office – Staffing

For the first year of the contract, we propose bringing on retired County Regional Assessor Renee LaChapelle to work through North Yarmouth’s property files and organize them in accordance to the standards set forth by the County program. Mrs. LaChapelle brings over 35 years in the appraisal and assessing industry, with experience in the valuations of residential, commercial and industrial properties. Renée was the prior assessor for the City of Auburn.

After the initial year’s work by Renee, the County proposes to bring North Yarmouth under the County Regional Assessor. Current staffing levels include the Regional Assessor, (Ben Thompson), a Deputy Assessor (Bruce Kerns) an Assistant Assessor (Robert Sutherland), Appraiser Barbara Brewer, an Administrative Assistant/Appraiser trainee (Elizabeth Bragdon) and an Administrative Assistance (Mary Nason). Mr. Thompson has recently taken over the Regional Assessing program. Mr. Thompson has worked for the County for two years and prior to that has worked for a variety of towns, in particular the Town of Lebanon. Mr. Kerns has over 45 combined years in the appraisal and assessing industry with experience in valuing residential and commercial properties. He was the prior assessor in Saco and Kittery and an assistant assessor in Sanford. Mr. Sutherland has four years of appraisal through working with John E. O’Donnell & Associates. Ms. Brewer recently joined the County from the Town of Brunswick. Her past experience includes the Towns of Cumberland and Gray and was the Deputy Clerk for the City of Westbrook. Currently, our team is supported by an administrative assistant/field appraiser in training (Elizabeth Bragdon) who has extensive title and deed experience and 18 years of customer service. Ms. Nason is the office’s part-time administrative assistant who joined the team from the Registry of Deeds, having been in that office since 2005. In addition, we are supported by administrative staff located within each town hall. The support staff provides minimal, but critical, administrative services, such as customer service oriented activities (answering phones, provide forms, greet and answer general taxpayer questions, enter deed transfers). They will forward more complex questions and valuation issues to our office.

Additional appraising staff will be added as more municipalities choose to utilize the Regional Assessing service. As municipalities request additional optional services, we will add the appropriate specialized staff to service those needs. For example:

- In-House Revaluations: Appraiser and Field Inspector
- In-House GIS/Mapping: GIS/Mapping Coordinator/CAD Operator

Customer Service

Our primary goal is to provide quality professional assessing services that are guided by the Maine Statutes, yet are customer and client friendly. To that end:

- Assessing staff will be available “In Town” on a regularly scheduled or appointment basis.
- Regional Assessor is available to supplement other staff as needed.
- A public workstation/terminal will be located in each Town Hall.
- Reception by existing town clerical/administrative personnel will remain in place for customer service as deemed necessary by each town.
- With economies of scale, customer service will remain or enhanced.
- A larger assessing staff is available for each municipality:
 - Economies of scale - municipalities should save money relative to other options
 - Specialized In-House personnel (Commercial/Residential/Personal Property)
 - Cross-training
 - Option for regular scheduled in-house revaluations and GIS map updating (not part of contract)
- Easier succession planning – contract with a department, not an individual, yet appoint an individual as your Assessor of Record.

Information Technology – Software and Support

Cumberland County provides, and will continue to service, all IT needs for the Office of Regional Assessing. The County contracts with CAMA system provider for the software for each participating municipality. The data for each town is located on the County server, and accessed remotely within each town. Each municipal real and personal property database remains separate and independent of other towns’ databases.

- Regional Assessing Office personnel have access to each separate CAMA database in all participating municipal locations (Town Hall), as well as in our main offices.
- All necessary town personnel have access to their Town’s CAMA database.
- CAMA software is located on the County server and is accessed remotely.
- County responsible for annual software updates, but not upgrades.

CAMA System

Currently, all municipalities who contract with the County are utilizing Vision Appraisal CAMA software. Yarmouth, Falmouth, and Gorham utilize Munis for their financial software and Casco and Baldwin utilize Trio.

The Future

The County program continues to grow as a high level assessing service for the communities in Cumberland County. At this time, by years end, the County will have 5 communities within the program. Our staff has expertise in all facets of assessing in Maine. Our staff has and will continue to be selected with attention to knowledge and experience in Maine assessing, but also showing careful consideration for customer service and efficiency. Our goals will always be to continue to focus on quality service, customer service, and professional services to our clients – the towns we serve.

A transitioning period led by Renee LaChapelle is a model we will be first proposing with North Yarmouth. Having Renee work through North Yarmouth's data migration and assessment of properties, ultimately following it through to commitment in the summer of 2020, will allow the Regional Assessing staff to focus on the current five communities, continuing to offer them excellent service and in one particular case oversight of a revaluation.

Upon Renee's completion of North Yarmouth's commitment in the summer of 2020, Renee will step back and the staff at the County's Regional Assessing office will provide the on-going service to the Town.

What is the value added?

The Cumberland County Office of Regional Assessing has many attributes that add value to the assessing office, particularly in smaller municipalities:

- Larger assessing staff available for each municipality.
- Regional Assessing staff has varied expertise (Commercial/Residential/Personal Property, TIF).
- A more sustainable format for the long-term relationship with each town.
- Continuity.
- Assessing staff works closely with Code Enforcement and Planning for permit inspections and future development projects.
- Better and closer coordination with the County Registry of Deeds.
- Customer Appointment Locations:
 - Individual Property/Parcel Locations (combination conference/inspection)
 - Any participating town hall location or our Portland office

SECTION THREE: ASSESSING SERVICES FOR NORTH YARMOUTH

Summary of Services & Products Provided:

The Cumberland County Office of Regional Assessing will provide all the Assessing Services necessary and requested by the Town of North Yarmouth:

- All personnel cost, including salaries, benefits, travel, training, and incidentals.
- All office related costs: mailings, office supplies, postage, etc. (First year – Town responsibility)
- All costs related to typically requested documents from County Registry of Deeds, deeds, mortgages, etc.) (Note – contract does not include costs associated with liens and discharges).
- Cost of CAMA (Vision) Software License (upgrade to Vision 8 Town’s responsibility).
- Downloads for updates.
- Full/partial town mailings from the Assessor.
- Tax Maps - Maintenance, Updates, and Annual Maps.

Details of Services Provided

- Renée LaChapelle, will be appointed initially and take the Oath of Office as the assessor for the Town of North Yarmouth. Renee will serve as the Assessor for the town for the first years as she will work to bring the Town’s assessing information into comparable standards for easy transition into the County program. Subsequent years, Regional Assessor, Ben Thompson will be appointed by the Board of Selectman.
- Assessing Services will be provided as required by Maine Statute, including but not limited to the Preparation of all Annual Statutory Submissions:
 - Tax Commitment (Coordinate with Town Manager/Treasurer/Finance Officer)
 - Municipal Valuation Return (MVR)
 - Special Land Use Valuation Submissions (Tree Growth, Open Space, Farmland)
 - Personal Property Submissions and Documentation (declarations sent to Cumberland County and will be transported to Renee in North Yarmouth for processing)
 - Sales Ratio Studies
 - Exemptions Submissions
- Support values for existing real and personal property.

- Perform all duties expected of Maine assessors in accordance with Maine State Statute.
- Establish values for new real and personal property, including supporting and explaining values to citizens upon request.
- Create and provide all reports required by the North Yarmouth Town Select Board, the State of Maine, and the Cumberland County.
- Maintain and update accurate tax maps:
 - Coordinate annual updates with the mapping vendor
 - Review & coordinate splits, subdivisions, new construction and changes with input of the Code Enforcement Officer.
 - Read and correctly interpret deeds for property splits and utilization of a deed plotter to establish property division.
- Coordinate with the Town Manager, Treasurer, and/or Finance Director to develop the annual tax commitment.
- Cooperate with staff to process and address any abatements or supplemental taxes. Meet with and respond to citizen inquiries and requests for information in a timely manner.
 - Conference as necessary with citizens, including inspections, to determine that correct data/information is in the town database
 - Update information for all sales and transfers based on deeds and inspections
- Conduct an annual canvas of businesses in the municipality in order to update all business personal property accounts for additions and deletions. Create a mass mailing of the IRS Form 706 Detail Asset applications, BETE Applications and process the BETR applications annually. Our office will be available to assist businesses with completing and the filing the appropriate forms.
- Update and implement the Maine property tax use programs such as tree growth; open space and farmland. Process tax-exempt property applications, Blind, Homestead, and Veterans exemptions.
- Assist taxpayers with applications and understanding of the law.
- Keep current with professional training and changes in Maine State law.
- Provide periodic updates to the North Yarmouth Town Council regarding the state of town affairs and condition of the Town's assessments.

Staffing

We will provide professional and qualified personnel to accomplish all of the above noted assessing functions, including:

- Initially Rénee LaChapelle, CMA, a Certified General Appraiser shall be appointed as Town of North Yarmouth Assessor and take the Oath of Office.
- Initially, Renee will handle these items for the first year of the contract. As the transition takes place for year two, Regional Assessing staff with expertise and knowledge of Maine Assessing services shall be utilized to provide the following services to the Town on a regular basis:
 - Review properties whose owners are requesting an abatement
 - Process the Deed transfers/Declarations of Value monthly and qualify the sales
 - Inspect new construction and properties that have active permits
 - Calculate the TIF Districts annually
 - BAR hearings as necessary
 - Process mapping splits and subdivisions
 - Personal property canvas
- Initially, an agreed upon number of office hours will be allocated/scheduled in the North Yarmouth Town Hall. The office hours in town hall will be mutually agreed upon with the town and the Assessor as determined by need and town hall traffic demand.
- No loss of local control.
- North Yarmouth will continue to be assessed as a separate town.
- Assessor will regularly visit and have appointments at the Town Hall. When fully integrated into the County's program, the Town will be serviced by a number of CMA's on staff.
- Town will continue using current Trio financial software and Vision CAMA software.
- Property record cards will remain at Town Hall.
- Personal Property files, exemptions files, deeds, RETTS and special land use program files will be stored at the regional office. (This will begin Year 2 of contract)
- The Valuation Book, 1 set of tax maps and copies of the RETTS will be located at the town.
 - Electronic records will exist on County server – access will be available to appropriate town personnel

Contracts

Attached you will find a sample contract utilized with other municipalities.

- The list of duties outlined are similar to existing municipal job descriptions
- The County IT department will host the Town's CAMA databases
- Each town will appoint the Regional Assessor as their town's assessor. (Year One – Renee)
- Typically, contracts follow the Fiscal Year calendar; the initial contract will be off cycle, with year two starting July 1, 2020.
- Multi-Year Contracts renew regularly, but with fairly long opt-out times built in for the sake of the other communities sharing services. We understand North Yarmouth, by Charter, can only enter into an annual contract at this time.

Cost Allocation

We are currently using state equalized valuations as a basis to determine the allocation of costs within the Office of Regional Assessing. These allocations are based on the 2018 State Valuation, as well as 2019 parcel count.

The current allocation method for determining the contract cost is based on:

- 10% - Even split between towns (Pay to play)
- 30% - Town Valuation
- 30% - Total Parcel Count
- 30% - Personal Property Accounts (representative of Commercial base)

Cumberland County is currently under contract with five towns (Casco, Falmouth, Baldwin, Gorham & Yarmouth). Their contracts cover the costs associated with providing full assessing services to these towns. With the addition of North Yarmouth, the Office of Regional Assessing will be exploring the workload of North Yarmouth and will adjust staffing accordingly. This contract may coincide with an already approved position hiring during the late fall of 2019.

The proposed monthly cost for Assessing services for the Town of North Yarmouth is \$4,041.66.

This pro-rated cost of services is based off a FY2019/20 assessing services contract of \$48,500.00.

SECTION FIVE: FREQUENTLY ASKED QUESTIONS AND CONCERNS

What are *Your* Concerns?

Customer service

- Taxpayer/property owner visits to Town Hall are generally limited to certain heavier times of year:
 - First line of contact is with Town Hall administrative staff
 - Concerns that cannot be resolved easily will be directed to Assessing staff when in house, or via email and/or telephone
- The Town will provide a customer computer terminal in Town Hall
- County staff will schedule regular in-town/on-site office hours
- Personal property will be assessed and managed similarly in each town based on existing software

Valuation comparisons may be skewed based on the incorporation of a wider geographic area

- Valuation models will utilize “Comps” appropriately based on best practices and mostly contained within each community – no different than current practice

Loss of control

- Town appoints Assessor annually
- State laws offer protection along with maintaining locally appointed Board of Assessment Review
- Annual State Audits
- Contract allows/provides for regular review by Town Council/Select Boards/Managers
- Regional Assessor hold monthly meetings with Manager and Town Hall staff within each municipality

SECTION SIX: ADDITIONAL AND OPTIONAL SERVICES

- Future Growth Models provide for:
 - Larger economies of scale
 - Further reduced costs
 - County can develop better succession planning and have the ability to expand recruiting efforts
 - Tax billing and collection services
- Additional services – Cafeteria Plan (negotiated separately)
 - In-House Revaluations
 - GIS Mapping, Maintenance, and Upgrades
 - Non-Typical requested documents from County Registry of Deeds (Liens, Releases, etc.)

SECTION SEVEN: EXPERIENCE & REFERENCES

Experience

Below you will find a resume for the Retired Regional Assessor Renee LaChapelle, Regional Assessor within the Office of Regional Assessing – Ben Thompson, Deputy Assessor – Bruce Kerns, Assistant Assessor Rob Sutherland, Appraiser Barbara Brewer, Administrative Assistant/Appraiser Trainee – Elizabeth Bragdon and Administrative Assistant Mary Nason. These employees have experience within a Maine assessing office, including assessing within small/large towns, knowledge of real estate and personal property valuation, and/or appraising/valuation background to complement the existing staff experience.

Renée C. Lachapelle, CMA
Retired Regional Assessor

Work Experience

2014 to 2019

Cumberland County Regional Assessing

Program Director

Currently the director of the county's regional assessing program that provides full assessing services to five towns. Previously Renee was the Assistant Assessor to the director of the regional assessing program for 1 year and 5 months, engaged in providing full assessing services for the towns of Casco, Cumberland, Falmouth and Yarmouth.

2001 – 2014

City of Auburn – Auburn, Maine

City Assessor

Appointed as Auburn's Assessor in March of 2010, overseeing the department's staff, budget and operations. Responsible for over 9,300 real estate property reviews and processing of over 1,100 personal property accounts.

Prior to becoming the Auburn Assessor, Renee was an appraiser engaged in the individual and mass appraisal of residential and commercial properties. She successfully defended residential and commercial abatements at the Local Board of Assessment Review and assisted the Department in implementing a new CAMA system and conducting a city-wide revaluation.

1997 – 2001

Goulet & Associates – Lewiston, Maine

Commercial Appraisal Associate

I completed fee appraisals of residential, commercial and industrial real estate as an independent contractor in addition to running my business below.

1990 – 2001

Andy Valley Appraisal Group – Lewiston, Maine

Business Principal

I was engaged in the valuation of residential, commercial and industrial real estate properties. I managed a staff of 8 employees. Responsible for hiring, training, accounting and other related management duties. I had a temporary contract assignment as a commercial review appraiser with Key Bank in Augusta, ME. I have experienced in real estate litigation.

1984 – 1990

Goulet & Tippie Associates – Lewiston, Maine

Fee Appraiser/Principal

I was engaged in the valuation of residential and commercial real estate appraisals.

1973 – 1983

John E. O'Donnell & Associates – Auburn, Maine

Office Assistant

Drafted and lettered property tax maps for annual revision purposes. I printed maps and performed billing and mailings for mass revaluation and annual revision projects.

EDUCATION

Attained SRA designation from the Appraisal Institute in 1993-2015, Certified Maine General Appraiser, CG #116, since 1991. Received Certified Maine Assessor Certificate, # 299, in 1983. Graduated from Mid-State College with an Associate's Degree in Computer Science in 1985. I have attended numerous training courses over the years. A list of courses are available upon request.

Ben Thompson, CMA
Regional Assessor

Work Experience

2019 - Present

Regional Assessor – Cumberland County Regional Assessing

- o Regional Assessor providing oversight of five towns assessing programs.

2018 - 2019

Assistant Assessor - Cumberland County Regional Assessing

- o Assist with the general oversight of office functions and procedures
- o Assist with general training within the office
- o Assist with overall website administration and training
- o Assist with processing of abatement and appeal requests as needed
- o Assist with commitment of taxes within towns and Maine Valuation Reports

2017– 2018

Appraiser Cumberland County Regional Assessing

- o Perform real and personal property inspections for the assessment
- o Data input of personal property submissions
- o Data input of real property inspection updates for various towns as needed
- o Answer taxpayer & town employee questions in regard to assessment data
- o Help improve the overall functions within the office
- o Help improve service relations between the town and county

2016 – 2007

Assessing Agent/Interim Towns of Lebanon, Hiram, and Waterboro

- o Perform real and personal property inspections for the assessment
- o Data input of personal property submissions as needed
- o Data input of real property inspection updates for various towns as needed
- o Answer taxpayer & town employee questions in regard to assessment data
- o Assist Boards and town personnel with commitments, abatements, and State reports as needed

2016

Sawyer Valuation Services - Revaluation Town of Hiram

- o Perform town wide measurements, inspections, and listing of real property
- o Assist with newly implemented sketch program for TRIO
- o Assist with the organization and input of updated property photos
- o Assist with follow up inspections and taxpayer questions

2016– 2017

Assessing Agent - Town of Lebanon Waterfront Revaluation

- o Perform town wide measurements, inspections, and listing of real property
- o Assist with the organization and input of updated property photos
- o Assist with follow up inspections and taxpayer questions

2013– 2016

Selectman/Assessor/Overseer - Town of Lebanon

- o Chair of the board for 2+ years, performed general administrative duties
- o Guided and helped to establish budgets for town departments with the assistance of department heads
- o Lead the correction of inequities of overvaluations of mobile home, waterfront, and storage units town wide
- o Helped to stabilize the tax rate
- o Helped in orchestrating financial changes within the town (from requiring a \$700k TAN before taxes to having \$1.1 million in restricted fund balance at the end of three year term before the influx of tax revenue)

2004– 2008

Key Real Estate Inc. - Real Estate Licensee, Associate Broker

- o Brokered contracts between buyers and sellers in the sales and purchase of residential properties
- o Researched deeds, town code issues and valuations of residential properties

Bruce Kerns, CMA
Deputy Assessor

Work Experience

2015 – Current Cumberland County Regional Assessing Program

Deputy Assessor

The Deputy Assessor is responsible for listing and assessing each parcel of real estate and personal property according to just value and in compliance with State Laws for the purpose of taxation. Performs field inspections to measure and list all real estate and personal property; and analyzes, maintains and administers equitable assessment according to just value.

Communicates with the town's other departments when necessary to provide information, seek information, respond to inquiries, explain or interpret areas of the town's annual assessment.

1997-2015 Town of Kittery - Kittery, Maine

Municipal Assessor

Responsible for the establishment and maintenance of fair and equitable value for all real estate and personal property in the Town of Kittery. Kittery is a town of 4500 parcels. There is a large commercial strip along US Route 1. Residential stock is some of the oldest houses in New England. Responsible for preparing Municipal Valuation return and state audit. Review declaration of values, new deeds, updates of tax cards and sales history and maintained exemption list. Employed problem solving, interpretation of the valuation process. Responsible for addressing valuation appeals and abatements. Consult and work with other departments.

1992-1997 Town of Sanford – Sanford, Maine

Assistant Assessor

Worked closely with the Assessor. General duties consisted of field inspection and review of properties for new value. Sketch and input data into CAMA system. Review personal property accounts. Position required knowledge of building construction and knowledge of the procedures and records utilized in property ownership and transfer.

1980-1992 Integrated Appraisal Network

Self-employed fee appraiser

Performed appraisals on residential and commercial properties for bank financing, divorces and estate purposes. Duties consisted of inspections, research and analysis for establishing values.

1978-1979 City of Saco – Saco, Maine

Municipal Assessor

Establish and maintain fair and equitable values for all real estate and personal property for the City of Saco.

Education:

State of Maine Department of Revenue basic and advance courses
IAAO courses including Residential and Income Approach
Additional courses by the Maine Appraisal Institute, Sawyer education,
McKissosck Education Solution and other providers

Robert Sutherland, CMA
Assistant Assessor

Work Experience

Oct 2018 – Present **Cumberland County Regional Assessing**
Assistant Assessor
• Field Inspector and Appraiser for Regional Assessing Program.

Mar 2018-Present **Maine Virtual Assessor, Lewiston, ME**
Principal
• Provide assessing services for municipalities through a small, professional consulting practice

Sept 2014-Mar 2018 **JE O'Donnell & Associates, New Gloucester, ME**
Tax Assessor
• Create and maintain municipal tax maps and GIS topologies
• Perform standard duties of tax assessor in numerous municipalities, including revaluation
• Write automation scripts / test proprietary company software

July 2014-Jul 2015 **Atlantic Valuation Services**
Tax Assessing Consultant
• Served as sworn Assessor in Waterboro, ME
• Field inspection/analysis on Chebeague Island, ME

2014-2016 **Cumberland County Board of Assessment Review,**
Portland, ME
Board Member
• Heard and voted on property tax appeals throughout county

Summer 2014 **Town of Freeport**
Assessing Department Intern
• Conducted field inspections and residential property pricing
• Wrote database queries and performed town-wide statistical studies

Education

Bachelor of Architecture (May 2013)
New Jersey Institute of Technology, Newark, NJ GPA: 3.5/4.0;
Certified Maine Assessor – License #871

Barbara Brewer, CMA
Appraiser

Work Experience

2019 – Present Appraiser – Cumberland County Regional Assessing

2017 – 2019 Appraiser – Town of Brunswick, Maine

- Supported Assessor by processing exemption applications, personal property inventories (including BETE and BETR), deeds, transfer tax forms
- Point person to answer taxpayer questions on assessments and tax bills

2016 – 2017 Assistant Assessor – Town of Cumberland, Maine

- Supported the Assessor in the towns of Cumberland and Gray
- Maintained files pertaining to Farmland, Open Space and Tree Growth
- Answered general taxpayer inquiries on assessments

2015 – 2016 Deputy City Clerk – City of Westbrook, Maine

- General operations oversight of the City Clerk's Office
- Issued business licenses and various permits

2012 – 2015 Executive Assistant – Portland Water District

- Coordinated office functions for Executive Staff
- Archived and maintained historical material

Education

BA – Bowdoin College, Brunswick, Maine
Certificate of Professional Communication – University of Southern Maine
Certified Maine Assessor

Elizabeth Bragdon
Administrative Assistant & Field Appraiser

Work Experience

- December 2015 – Current** **Administrative Assistant/Field Appraiser - Cumberland County Regional Assessing Office**
- Office management with training in field inspections.
- February 1998 – Dec 2015** **Clerk II - Cumberland County Registry of Deeds**
- Oversaw the research department, Assisted the public, attorneys and real estate agents with any questions or help needed.

Education

Southern Maine Community College – CNA certificate 2004
Maine Revenue Services Tax School – 2016 (course two- law)
McKissock Education – 2016 (audit) The Nuts and Bolts of Green Building for Appraisers.
Verbal Judo Seminar – 2014

Mary Nason
Administrative Assistant

Work Experience

- August 2018 – current** **Administrative Assistant - Cumberland County Regional Assessing Office**
- Performs daily administrative assistant duties
 - Provides necessary support to department staff on special projects
- June 2005 – August 2018** **Clerk II - Cumberland County Registry of Deeds**
- Assisted the public, attorneys and real estate agents with any questions or information gathering in the Registry.

REFERENCES

Nat Tupper, Town Manager

Town of Yarmouth
200 Main Street
Yarmouth, ME 04096

Telephone: (207) 846-2400

Email: ntupper@yarmouth.me.us

Nathan A. Poore, Town Manager

Town of North Yarmouth
271 North Yarmouth Road
North Yarmouth, Maine 04105

Telephone: (207) 781-5253 ext 5314

Email: npoore@town.North Yarmouth.me.us

David Morton, Retired Town Manager

Town of Casco
635 Meadow Road
Casco, Maine 04015

Telephone: (207) 627-4515

Email: manager@cascomaine.org

(Please see attached letters from each town manager)

TOWN OF YARMOUTH

200 Main Street
Yarmouth, Maine
04096

Phone: (207) 846-9036

Fax: (207)846-2403

Nathaniel J. Tupper
Town Manager
Email: ntupper@yarmouth.me.us

September 7, 2016

Mr. Jim Gailey
Assistant County Manager
County of Cumberland
142 Federal Street
Portland, Maine 04101

Dear Jim,

You have asked me to relate my experiences with contracting for both our assessing service and our recent town-wide revaluation through the Cumberland County Regional Assessing Office. In short, I am well pleased and I believe the County program offers an excellent value to the Town of Yarmouth. As you know, I cannot and do not offer an endorsements of commercial products or services under the ICMA and MTCMA Codes of Ethics- so I offer neither here and this letter may not be used for such purposes. Granted, the County is a cooperating and overlapping unit of local government and not a commercial vendor, but the contract services may, in fact, compete with other private/commercial options. Still, I believe the Code does provide some latitude for me to offer my insights on the service that you may share with other local governments in the County if they should request such information.

The Town of Yarmouth, along with Cumberland, and Falmouth, and to a lesser extent Freeport, all sought out the County to request it make a proposal to us as the collective contract host for a regional assessing department. Prior to that, Cumberland and Yarmouth shared a single Assessor who left to take another position, and the Town of Falmouth was facing the pending retirement of their long tenured Assessor. We considered contracting between the two or three communities but opted to ask the County to make a proposal for seven reasons:

1. Administrative burden: We were hoping to export the office support and administrative and payroll burden outside the town hall.
2. Economies of Scale: We were hoping that by pooling our resources we would be able to have less total staff manage more efficient assessing services, and that by using the County we might be instrumental in encouraging other Town's to opt in by contract at a later date. Subsequently the Town of Casco did, in fact, enter into the program. Others have and (I trust) will consider the option and the program will begin to realize more benefits of scale and efficiency.

3. Capacity (Bench): We all realized that trying to maintain a professional assessing office with only one Assessor left us each vulnerable to significant loss and setback when/if that Assessor moved on for any reason. There was limited capacity for others to carry on the work, no future leadership (technical or managerial) being developed, and no bench to go to when the assessor was out for an extended time.
4. Capacity- Specialization: We all felt that by growing a regional capacity with a larger staff, we would eventually be able to have some specialization and focus in various subset issues such as commercial appraisal, personal property/business equipment, utility or special purpose assessment, GIS and mapping support, etc.
5. Future Cost Avoidance: While Yarmouth and Cumberland had enjoyed 9 years of sharing a single assessor (time and cost split about 50/50), we realized we would each have a difficult time employing anyone (good) who would be willing to work for less than full time and without benefits should we opt to each hire our own Assessor. We needed a new way to share going forward.
6. Hiring Market- Related to the above, we all understood that it is a difficult market to hire a competent and experienced Assessor: We knew if we each went out to hire a full-time assessor, we would most likely be seeking to hire away from peer communities--- just pushing down the dominoes on the next guy.
7. Political belief and hopes in regionalization, and in supporting County government as a reasonable option for regional service delivery: We wanted it to work, and we hoped the County might be a player so that other regionalization efforts might be built on that success. (Note that Yarmouth and Falmouth are not part of County Dispatch services).

My experience so far leads me to say we have had success with all goals—although not without a couple bumps along the way. The first Assessor hired (with the managers of the 3 contracted towns as part of the interview and selection committee) did not work out as we had hoped. Mistakes were made and some relationships bruised. Much to his personal credit, Peter Crichton, County Manager met that problem head on and made a change in personnel. The new Assessor, Renee LaChapelle, has been doing an excellent job not only in moving the County program (and Yarmouth's revaluation program) forward, but going back over and correcting the problems and addressing the relationships that needed attention. The ship was righted! The Town of Cumberland opted not to renew its contract with the County and instead entered into a contract with another nearby Town.

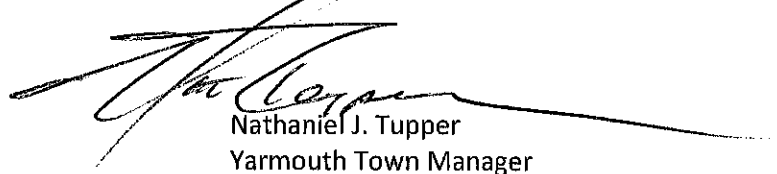
Renee brought in extra contract help to complete a separately contracted town-wide revaluation, another matter where the first Assessor had gotten in over his head. With full support of the County leadership, she righted that ship as well. Assessment notices went out to Yarmouth taxpayers in late June and the tax commitment was finalized this week- with bills soon to be mailed. I cannot make a judgement on how well the revaluation results will hold up on appeals and abatement requests for several months. I can say that I have had the "pleasure" of managing through now seven revaluations during my career and so I have a good sense of what typically can happen. So far, I can say that Yarmouth's experience with the process and taxpayer reactions to the revaluation notices and tax rate changes as been remarkably smooth and relatively painless (Knock on wood!).

I attribute the success to three things in particular:

1. The strong working relationship and friendships between all the town managers and the County manager and staff involved in the process with open communication and sincere concern to make sure agreements and arrangements worked for all.
2. The willingness and commitment of County government (management, staff and elected leaders) to do what was right and necessary to address problems—in staffing and performance, in adjusting to changes in participants, to honoring contract sums and doing what was needed to deliver quality products and services.
3. Renee Lachapelle and her staff: One of our goals was NOT to be dependent on one person to carry the whole show but to have a deeper bench and more capacity...and having Renee available and willing (and able) to step right in to fix the problems was key. I will continue to advocate for the County to develop that kind of internal capacity should it be needed in the future. But, beyond our self-congratulations for having built a sustainable and flexible system, much personal and professional credit is owed to Renee who did in fact take over a struggling system and brought it to its current outstanding capacity and performance. She saved our bacon.

Overall I am very pleased with the services now being delivered by the County's Regional Assessing Office and I will recommend to my Town Council that we continue the contracts for additional terms. I would be glad to discuss our experience by phone or at a Cumberland County Managers meeting if any of my peers would like more information.

Sincerely,



Nathaniel J. Tupper
Yarmouth Town Manager

Town of Falmouth, Maine



August 25, 2016

Mr. James H. Gailey
Assistant County Manager
Cumberland County
142 Federal Street
Portland, Maine 04101

Dear Jim,

This letter will detail the positive experience the Town of Falmouth is having with the Regional Assessing program provided by Cumberland County. In 2014, the Town joined the regional effort when our Assessor retired. Although the Town Council supported the effort, a small group of citizens opposed it and the Town was subjected to a lawsuit. Throughout the legal process, the Town did not waiver in its commitment, nor change its opinion about the value of a shared Assessing program. Although the program had some early challenges including a leadership change and the loss of one town, the current model is working very well.

The credit for this success goes to Renee Lachapelle and her staff. Renee has built a highly qualified staff that is able to provide shared coverage without any service interruptions. Renee and/or her staff are onsite at the Town Hall at least one day per week and are always available when needed. Renee has an excellent relationship with me and other town staff and I am constantly impressed with her knowledge and ability to explain the complicated aspects of Assessing. I have received no resident complaints about the Assessing function, and believe Falmouth is still delivering the highest level of Assessing customer service with this model.

I look forward to a continued relationship with the Cumberland County Regional Assessing program. As the workforce ages in the State of Maine, regionalization will not be an option; it will be necessary to provide efficient and cost-effective services to our residents. I am hopeful that the Assessing program is the beginning of other regional initiatives that might be sponsored by Cumberland County.

Sincerely,

A handwritten signature in blue ink, appearing to read "NAP", is written over the typed name.

Nathan A. Poore
Town Manager



CASCO VILLAGE • COOKS MILLS • SOUTH CASCO • WEBBS MILLS

TOWN OFFICE
635 Meadow Road
Casco, Maine 04015
Phone: 207-627-4515
Fax: 207-627-4180

James Gailey
Deputy County Manager Cumberland County
25 Pearl Street
Portland, Maine 04101

September 7, 2016

Re: County Assessing

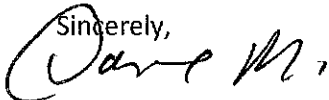
Jim:

In follow up to our earlier conversations regarding the Cumberland County Assessing Program, I believe the model being used by the three towns and the county for assessing is a strong model. It has worked well for the Town of Casco. Prior to working with Cumberland County Regional Assessing, the Town of Casco had contracted for assessing services for several years. Working with the County is a natural extension of the assessing contract model, which has been used in the Town of Casco in the past.

I have found the cost for the County services to be financially competitive with the private sector, with the big advantage being the Town of Casco has representation and influence in the management of the program. The current Cumberland County Assessor, Renee Lachapelle is a dedicated and extremely capable person who communicates extremely well with Town staff. She interacts very professionally and fairly with Town of Casco tax payers.

I wish to thank the County for this great service and am happy to discuss our program with other communities.

Thank you.

Sincerely,


David Morton
Town of Casco Manager

ADDENDA: SAMPLE CONTRACT

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF NORTH YARMOUTH

This Contract, effective September 1, 2019 is made by and between the Town of North Yarmouth, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the “TOWN”), and the County of Cumberland (hereinafter referred to as “COUNTY”), to provide assessing services within the town limits of North Yarmouth, Cumberland County, Maine.

WITNESSETH:

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

WHEREAS, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

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

WHEREAS, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY; and

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

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

A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.

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

C. Town Office shall mean the central office location of the TOWN.

D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional assessing services within and throughout the TOWN to the extent and in the manner herein described.

1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:

1. Develop and maintain the valuation models for the TOWN individually.
2. Apply new values to properties, which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications affecting property value.
3. Conduct a review and inventory all personal property in the TOWN. Process all personal property IRS Form 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
4. Review and qualify applications for the special land use programs.
5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
6. Review and qualify applications for all forms of exemptions.
7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.
9. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the

general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades. (updates vs upgrade)

10. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

2. Supplies, Equipment and Office Furniture.

- 2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.
- 2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

- 3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff, which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of North Yarmouth. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.

3.8. The TOWN shall provide and designate a town employee to assist the Assessor with the taxpayer request, office paperwork, filing and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

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

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessor, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.

1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading

facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town's Ordinances

- 2.1. The TOWN shall provide to the COUNTY access to the North Yarmouth Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the COUNTY with an updated zoning map and street map for use at the county office.

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing September 1, 2019 to June 30, 2020 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof. Second year contract will follow the fiscal year.
2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for one-year renewals, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total pro-rated amount due for all services beginning September 1, 2019 to June 30, 2020 shall be:

\$4,041.66 per month is based off from a \$48,500.00 (annually) FY2019/2020 cost for the TOWN's assessing services.

- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- 1.2 Prior to any future multi-year contract, both parties shall meet to discuss contract increases over the life of the contract.
- 1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.

- 1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN in advance of TOWN'S upcoming budget process. Costs associated with increase in staff position(s) shall be distributed in accordance with annual distribution formula for all member communities.
- 1.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the Assessor requires independent legal counsel or professional representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or professional representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN. Consent by the TOWN shall be given to Assessor prior to seeking legal advice.

ARTICLE 7 - INSURANCE

The COUNTY shall maintain coverage for Workers Compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the TOWN upon its request.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

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

ARTICLE 9 – AUDIT OF RECORDS

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

ARTICLE 10 - STANDARD OF PERFORMANCE

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

ARTICLE 11 – INDEMNITY

1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2020. The Agreement shall automatically renew for one-year automatic renewals, unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

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

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

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

ARTICLE 13 – TRANSITION

1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.
3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
3. The Town Manager, as duly authorized by the Town Council, Town Charter, Ordinance, Policy or another mechanism, if deemed necessary by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.
4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF NORTH YARMOUTH

BY: _____

TOWN MANAGER

DATE: _____

Exhibit A: Assessor's Duties (Including but not limited to)

- ❖ Finalize assessment rolls
- ❖ Process abatements and supplements
- ❖ Complete commitment documents
- ❖ Complete annual Turn-Around Document for the State of Maine
- ❖ Create commitment book and save annual tax maps to mirror commitment book
- ❖ Complete Municipal Valuation Return and other forms as required
- ❖ Complete the assessing section of the LD1 calculation forms
- ❖ Meet State's assessment standards ratio
- ❖ Track and Report TIF districts captured real and personal property values
- ❖ Calculate and process Tree Growth/Farmland/Open Space penalties
- ❖ Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions.
- ❖ Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- ❖ Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- ❖ Review communities' satisfaction with services provided to date.
- ❖ Hear suggestions from all parties for improvements to existing services.
- ❖ Discuss possible changes or expansions to the scope of services provided.
- ❖ Hear a report from the County on possible additional communities interested in joining the program.
- ❖ Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- ❖ Staffing changes involving key personnel.
- ❖ The addition of communities during a contract term.
- ❖ Other significant events as warranted.



PO Box 99 Pittsfield ME 04967
fax (207) 487-3273

Home and Business (207) 487-5005
rob@rjdappraisal.com

July 7, 2019

Rosemary Roy, Manager
Town of North Yarmouth
10 Village Square Road
North Yarmouth ME 04097

RE: Tax Assessor Service Proposal

Rosemary,

I would like to thank you for considering RJD Appraisal for your upcoming assessing needs. I offer this proposal as a guideline for what I see RJD's roll should be as the Town's Assessor. I have included a company resume and complete client list.

RJD Appraisal's functions (not limited to):

1. To perform field work and update property record cards for all new construction, reconstruction and demolition of residential, commercial, industrial and personal property that has occurred in the Town of North Yarmouth since previous April 1st and has not previously been assessed.
2. To be available one day each week, 50 weeks a year, at the North Yarmouth Town Office, to update property records and meet with North Yarmouth property owners.
3. Other undesignated days will be spent at the Town Office to perform all necessary assessing functions in a timely manner.
4. Process all deeds and determine straight transfers or lot splits.
5. Straight transfers will be processed by confirming ownership and lot(s) being transferred, then updating record(s) in both Vision Appraisal and Trio. Make all data entries to complete ownership transfer. Remove any exemptions if warranted.
6. Lot splits will be processed by creating new record cards for all new lots. Make necessary valuation changes in Vision and Trio. Remove any exemptions if warranted.
7. Draft, to scale, all land splits, subdivisions, and map corrections onto the Town's tax maps.
8. Updated tax maps will be given to the Towns contracted tax map provider.
9. Use existing land and building schedules for calculating property values in North Yarmouth in accordance with the laws and rules of the State of Maine.

10. Monitor land transfers for the possibility of Tree Growth, Farmland, and Open Space violations and calculate necessary removal penalties.
11. Process all new Homestead, Veteran, and Blind exemptions.
12. Process all new Tree Growth, Farmland, and Open Space applications.
13. Monitor properties currently in Tree Growth and notify taxpayer of their requirements to remain in the program.
14. Monitor Tree Growth, Farmland, and Open Space lands for land use changes for possible violation penalties.
15. Process all Tax Exemption applications.
16. Process all annual Business Equipment Tax Exemption (BETE) and Business Equipment Reimbursement (BETR) applications.
17. Process annual Homestead Exemption Reimbursement application in a timely manner.
18. Prepare all correspondence with the Bureau of Taxation, including but not limited to the Municipal Valuation Return, Sales Ratio Study and reviews of sales samples to exclude non-arms-length transactions, as well as the preliminary state valuation.
19. Process annual sales ratio study and Municipal Valuation Return in a timely manner.
20. Process annual Forestry Report in a timely manner.
21. Assist Town in determining mil rate.
22. To complete all work in a timely manner to allow for a typical commitment time each year.
23. To provide photographs of property as needed.
24. To communicate with the Select Board as needed with regard to any information needed to make informed decisions about the municipality's assessing policies and practices.
25. To defend any municipal assessment before the local Board of Appeals (or County Commissioners), State Board of Property Tax Review, or any court of competent jurisdiction.
26. To perform any standard and necessary function of an assessor that may be reasonably required.
27. Develop and maintain a sales analysis report and make annual assessment changes, if needed, to keep the Town's certified ratio at 100%
28. To perform this work as an independent contractor, not an employee of the Town of North Yarmouth.

29. Provide Comprehensive General Liability Insurance as follows:
- a. Bodily Injury \$2,000,000.00/ occurrence.
 - b. Property Damage \$500,000.00/occurrence.
 - c. General Aggregate \$4,000,000.00/occurrence.
 - d. Products \$4,000,000.00/occurrence.
 - e. Hired Non-Owned Auto Coverage \$2,000,000.00/occurrence.
 - f. Worker's Compensation \$1,000,000.00/occurrence.
30. To provide Town with a certificate of insurance.
31. To provide valuable papers insurance with limits of \$40,000.00.
32. To provide worker's compensation insurance to statutory limits.
33. Invoice the Town monthly for assessing services

The Town agrees as follows:

- 1. Pay RJD in monthly installments.
- 2. Make available all property records for assessment and scheduling.
- 3. Provide a work space at the Town Office.
- 4. To log questions by property owners and set appointments as needed.
- 5. Give out and collect Homestead and Veterans Exemption applications when requested.
- 6. Provide a list of new construction.
- 7. Provide new E911 addresses.
- 8. To assist in the yearly tax commitment and mil rate calculations.

The Town and RJD both acknowledge the following:

- 1. This agreement does not call for any payment for mileage or travel expenses.
- 2. The specifications in this proposal are for annual duties
- 3. If there is not ample work, RJD shall skip the second work day in the week.
- 4. If necessary, RJD shall add work days to the week.
- 5. Skipping or adding days will be discussed and mutually agreed upon between the Town and RJD.
- 6. RJD will inform the Town of their weekly schedule at least a month in advance.

Compensation

For services provided for the contract year September 1, 2019 through August 31, 2020 (or similar), that cost will be \$75,500.00.

This will be paid out in equal monthly installments of \$6,291.66

A day of service is defined as business hours of 8:00–4:00(or similar) per agent per day.

Respectfully Submitted;

Robert Duplisea CMA
Vice President
RJD Appraisal



PO Box 99 Pittsfield ME 04967
fax (207) 487-3273 or 487-5005

Home and Business (207) 487-5005
rob@rjdappraisal.com

RJD Appraisal is a municipal assessing firm incorporated in the State of Maine, located in Pittsfield Maine. We were founded in 1983 and have performed 63 revaluations in Maine over the last 30 years. We currently are the assessing agent for 52 communities in Maine. We also offer full service tax map updating including drafting and printing service. RJD employs 11 full time assessors, 10 with CMA certification. We have extensive experience with Trio software by Harris and are also well experienced with Vision and Northern Data Services.

Personnel

Robert J Duplisea CMA

Founder, Owner, President, Project Supervisor, Assessor, Assessor Agent, Review Appraiser, Measure/Listener, Mapping and Draftsman.

- 1983 Founded RJD Appraisal and remains the present owner. At age 73, Bob has performed over 50 revaluations and has been performing assessing functions for 40 years. Bob is semi retired now however, he is very much involved in all aspects of the company.
- 1975-1983 Project supervisor of appraisal programs for James W Sewall Co. and Lowe Appraisal Services in Skowhegan, Rome, Livermore, Webster, Linneus, Hodgdon, Hollwell, Carrabasset Valley, Dexter, Greenville, Carmel, Yarmouth, Lamoine, and Old Town.
- 1973-1975 Supervised mapping programs for James W Sewell Company in Towns of Benton, Clinton, Newport, Vinalhaven, and weld Maine.
- 1971-1972 Assistant to the Assessment Administrator, Town of Skowhegan Maine.
- 1970-1971 Employed as assistant to the Assessor, Town of Pittsfield, Maine.

Personnel Continued

Robert J Duplisea Jr. CMA #458

Vice President, Head Project Supervisor, Assessor, Assessor Agent, Review Appraiser, Measure/Listener, Mapping and Draftsman.

EDUCATION

- 1986 Maine Central Institute, graduate.
- 1986-1987 University of Southern Maine
- 1989 Completed courses 1, 2, 3, 4, Review and Advance, Maine Property Tax School.
- 1990 Successfully completed Maine State Property Tax Exam, "CERTIFIED MAINE ASSESSOR", 1990. CMA #458.

EXPERIENCE

- 1989-present Head Project Supervisor for all assessing services in all communities served.

Matthew Caldwell CMA #701

Project Supervisor, Assessor Agent, Review Appraiser, Measure/Listener, Mapping and Draftsman.

EDUCATION

- 1995 Maine Central Institute - Graduate
- 2002 Completed basic courses 1, 2, 3, 4, Review, Maine State Property Tax School.
- 2004 Successfully completed Maine State Property Tax Exam, CERTIFIED MAINE ASSESSOR, 2004. CMA #701.

EXPERIENCE

- 2001-present Project Supervisor for assessing services for 18 communities served.

Personnel Continued

Ellery Bane CMA #700

Project Supervisor, Assessor Agent, Review Appraiser Measure/lister, Mapping and Draftsman.

EDUCATION

- 1986 Maine Central Institute - Graduate
1992 St, Joseph's College - Graduate, Bachelor of Arts
Completed basic courses 1, 2, 3 4, Review, Maine State Property Tax School.
2004 Successfully completed Maine State Property Tax Exam, "CERTIFIED MAINE ASSESSOR", 2004. CMA #700.

EXPERIENCE

- 2002-present Project Supervisor for assessing services for 15 communities served.

Kevin McCormick CMA #798

Supervisor, Assessor Agent, Measure/Lister, Mapping and Draftsman.

EDUCATION

- 1995 Maine Central Institute – Graduate
2003 Completed basic courses, 1, 2, 3, 4 and Review course, Maine State Property Tax School.
2008 Successfully completed Maine State Property Tax Exam, "CERTIFIED MAINE ASSESSOR" May 14, 2008

EXPERIENCE

- 2003-2012 Performed reviews, revaluations, Assessing Agent, mapping and spring assessing work in 30 communities served.
2012-present Project Supervisor for assessing services for 6 communities served.

Personnel Continued

Roger Peppard CMA #650

Supervisor, Assessor Agent, Measure/lister, Mapping and Draftsman.

EDUCATION

1981 Maine Central Institute - Graduate
2001 Successfully completed Maine State Property Tax Exam, "CERTIFIED MAINE ASSESSOR", 2001. CMA #650.

EXPERIENCE

1997-present Project Supervisor for assessing services for 6 communities served

Everett Pike Jr. CMA #869

Supervisor, Measure/lister, Mapping and Draftsman.

EDUCATION

1980 Maine Central Institute - Graduate
1994 Thomas College - Graduate, Bachelor Business
2013 Successfully completed Maine State Property Tax Exam, "CERTIFIED MAINE ASSESSOR", 2013. CMA #869.

EXPERIENCE

2012-present Fieldwork Supervisor. Performed spring and review assessing work, mapping, and tax map drafting in all communities served.

Personnel Continued

Jeremy Frye CMA #904

Assessor Agent, Measure/lister, Mapping and Draftsman.

EDUCATION

1993 East Grand High School – Graduate
1996 Eastern Maine Technical College – Associates Degree Electronics
2015 Successfully completed Maine State Property Tax Exam, “CERTIFIED MAINE ASSESSOR”, 2015. CMA #904.

EXPERIENCE

2014-present Performed spring and review assessing work, mapping, and tax map drafting all communities served.

Edward Hodgins CMA #925

Measure/lister, Mapping and Draftsman.

EDUCATION

1981 Maine Central Institute – Graduate
2016 Successfully completed Maine State Property Tax Exam, “CERTIFIED MAINE ASSESSOR”, 2016. CMA #925.

EXPERIENCE

2015-present Performed spring and review assessing work, mapping, and tax map drafting in all communities served.

Personnel Continued

Colby Higgins CMA #972 Measure/lister, Mapping and Draftsman.

EDUCATION

2000 Wayne County High School, Monticello, KY – Graduate
2017 Successfully completed Maine State Property Tax Review Course.
2018 Successfully completed Maine State Property Tax Exam, “CERTIFIED MAINE ASSESSOR”, 2018. CMA #TBD.

EXPERIENCE

2018-present Performed spring and review assessing work, mapping, and tax map drafting in all communities served.

Anthony Maffei

Measure/lister, Mapping and Draftsman.

EDUCATION

2008 Maranacook Community High School – Graduate
2012 University of Maine, Bachelor in Communication, Minor in Business

EXPERIENCE

2019-present Performed spring and review assessing work, mapping, and tax map drafting in communities served.

Current Client List and References for Assessors Agent

Town	Title	Length of Service	Software
Town of Albion 22 Main Street Albion, Me 04910 437-2900	Assessor's Agent	2012- present	Trio
Town of Anson 62 Main Street Anson, ME 04911 696-3979	Assessor's Agent	2014- present	Trio
Town of Belgrade 990 Augusta Road Belgrade, ME 04917 495-2258	Assessor's Agent	1989- 2015 2017- present	Trio
Town of Blue Hill PO Box 412 Blue Hill, Me 04614 374-2281	Assessor's Agent	1989- present	Trio
Town of Boothbay Harbor 11 Howard Street Boothbay Harbor, Me 04538 633-3671	Appointed Assessor	1988- present	Vision and Trio
Town of Brooklin PO Box 219 Brooklin, Me 04616 359-8394	Assessor's Agent	2001- present	Trio
Town of Brooksville 1 Town House Road PO Box 314 Brooksville, Me 04617 326-4518	Assessor's Agent	1987- present	Trio
Town of Burnham 247 S. Horseback Rd Burnham, Me 04922 948-2369	Assessor's Agent	1991-present	Trio

**Current Client List and References for Assessors Agent
Continued**

Town	Title	Length of Service	Software
Town of Carmel PO Box 114 Carmel, Me 04419 848-3361	Appointed Assessor	1992- present	Trio
Town of Castine PO Box 204 Castine, Me 04421 326-4502	Assessor's Agent	2000-present	Trio
Town of Corinna 8 Levi Stewart Drive Corinna, Me 04928 278-4183	Appointed Assessor	1993- present	Trio
Town of Cranberry Isles PO Box 43 Cranberry Isles, ME 04625	Appointed Assessor	1998- present	Trio
Town of Deer Isle PO Box 46 Deer Isle, ME 04627	Assessor's Agent	2014- present	Trio
Town of Farmingdale 289 Maine Avenue Farmingdale, ME 04344 582-2225	Assessor's Agent	2016- present	Trio
Town of Fayette 2589 Main St. Fayette, Me 04349 685-4373	Assessor's Agent	1993-present	Trio
Town of Greenville PO Box 1109 Greenville, Me 04441 695-2421	Assessor's Agent	1983-present	Trio

**Current Client List and References for Assessors Agent
Continued**

Town	Title	Length of Service	Software
City of Hallowell 1 Winthrop Street Hallowell, ME 04347 623-4021	Assessor's Agent	2016-present	Trio
Town of Industry 1033 Industry Road Industry, ME 04938 778-5050	Assessor's Agent	2014 – Present	Trio
Town of Lamoine 606 Douglas Highway Lamoine, Me 04605 667-2242	Assessor's Agent	1993-present	Trio
Town of Leeds PO Box 206 Leeds, Me 04263 524-5171	Assessor's Agent	1996-present	Trio
Town of Litchfield 2400 Hallowell Road Litchfield, Me 04350	Assessor's Agent	2012-present	Trio
Town of Milford PO Box 336 Milford, ME 04461 827-1524	Assessor's Agent	2012-present	Trio
Town of Mt Vernon 1997 North Road Mt Vernon, ME 04352 293-2379	Assessor's Agent	1987-2012 2017- present	Trio
Town of Northport 16 Beech Hill Road Northport, Me 04849 338-3819	Assessor's Agent	1988-present	Trio

**Current Client List and References for Assessors Agent
Continued**

Town	Title	Length of Service	Software
Town of Penobscot PO Box 4 Penobscot, Me 04476 326-4364	Assessor's Agent	2005-present	Trio
Town of Pittsfield 112 Somerset Avenue Pittsfield ME 04967 487-3136	Assessor	2019- present	Trio
Town of Pittston 38 Whitefield Road Pittston, Me 04345 582-4438	Assessor's Agent	2009-present	Trio and NDS
Town of Poland 1231 Maine Street Poland, ME 04274 998-4601	Assessor's Agent	1994-2007 2015-present	Trio
Town of Rangeley 15 School Street Rangeley, Me 04970 864-3326	Appointed Assessor	2008- present	Trio
Town of Richmond 26 Gardiner Street Richmond, Me 04357 737-4305	Assessor's Agent	2010-present	Trio and Vision
Town of Ripley 47 West Ripley Road Ripley, ME 04930	Assessor's Agent	2014-present	Trio
Town of Rome 8 Mercier Rd Rome, Me 04963 397-4011	Assessor's Agent	1989-present	Trio

**Current Client List and References for Assessors Agent
Continued**

Town	Title	Length of Service	Software
Sandy River Plantation 33 Townhall Road Sandy River Plantation, ME 04970	Assessor's Agent	2014-present	Trio
Town of St. Albans 7 Water Street St. Albans, Me 04971 938-4568	Assessor's Agent	2009-present	Trio
Town of Sebec PO Box 40 Sedgwick, Me 04676 564-8367	Assessor's Agent	2012-present	Trio
Town of Sedgwick PO Box 40 Sedgwick, Me 04676 359-2275	Assessor's Agent	2005-present	Trio
Town of Shirley PO Box 107 Shirley, Me 04985 695-2460	Assessor's Agent	1987-present	Trio
Town of Southwest Harbor PO Box 745 Southwest Harbor, Me 04679 244-5404	Appointed Assessor	2004- present	Trio
Town of South Thomaston PO Box 147 South Thomaston, ME 04858 596-6584	Assessor's Agent	2014-present	Trio and Vision
Town of Stonington PO Box 8 Stonington, Me 04681 367-2351	Assessor's Agent	1989-present	Trio

**Current Client List and References for Assessors Agent
Continued**

Town	Title	Length of Service	Software
Town of Surry PO Box 147 Surry, Me 04684 667-5912	Assessor's Agent	2002-present	Trio
Town of Swans Island PO Box 11 Swan's Island, ME 0468 526-4279	Assessor's Agent	2011-present	Trio
Town of Tremont P.O. Box 65 Bernard, ME 04612 244-7204	Appointed Assessor	2016- present	Trio
Town of Trenton 56 Oak Point Road Trenton, ME 04605	Assessor's Agent	2017- present	Trio
Town of Unity 4 Clifford Commons Unity, Me 04988 948-3763	Assessor's Agent	2010- present	Trio
Town of Vassalboro PO Box 129 North Vassalboro, Me 04962 872-2826	Appointed Assessor	2007- present	Trio
Town of Wayne 3 Lovejoy Pond Road Wayne, Me 04284-9748 685-4983	Assessor's Agent	2001-present	Trio
Town of Whitefield 38 Town House Road Whitefield, Me 04353 549-5175	Assessor's Agent	2016-present	Trio

**Current Client List and References for Assessors Agent
Continued**

Town	Title	Length of Service	Software
Town of Whiting PO Box 101 Whiting, Me 04691 733-2027	Assessor's Agent	2012-present	Trio
Town of Winter Harbor PO Box 98 Winter Harbor, Me 04693 963-2235	Assessor's Agent	1989-present	Trio
Town of Winthrop 17 Highland Avenue Winthrop, Me 04364 377-7200	Assessor's Agent	2016-present	Trio
Town of Wiscasset PO Box 98 Winter Harbor, Me 04693 963-2235	Assessor's Agent	2014-present	Trio

Past Client List for Assessors Agent

Town	Length of Service
Town of Addison	1993-2000
Town of Appleton	2013- 2016
Town of China	1983-2005
Town of Detroit	1999-2014
Town of Industry	2014-2017
Town of Newport	2015-2016
Town of Readfield	1990-2009
Town of Turner	1991-2012
Town of Vinalhaven	2010-2015

RJD Appraisal Revaluation History by Year

Year	Town	Software Used
2018	Searsport	Trio with Winsketch
2017	Norridgewock	Trio
2017	St Albans	Trio
2016	Pownal	Trio
2016	Dedham	Trio
2015	Paris	Trio
2015	Cranberry Isles	Trio
2014	Sedgwick	Trio with Winsketch
2014	Industry	Trio
2013	Veazie	Trio
2012	Belgrade	Trio
2012	Caribou	Trio with Winsketch
2011	Swan's Island	Trio
2010	Unity	Trio with Winsketch
2009	Penobscot	Trio
2009	Rome	Trio with Winsketch
2008	Blue Hill	Trio
2008	Leeds	Trio with Winsketch
2008	Greene	Trio with Winsketch
2008	Detroit	Trio
2008	Shirley	Trio
2007	Carmel	Trio with Winsketch
2007	Fayette	Trio
2007	Southwest Harbor	Trio with Winsketch
2007	Vassalboro	Trio with Winsketch
2006	Brooksville	Trio with Winsketch
2006	Greenville	Trio

RJD Appraisal Revaluation History by Year Continued

Year	Town	Software Used
2006	Wayne	Trio
2005	Brooklin	Trio
2005	Lamoine	None
2005	Castine Update	Trio
2005	Winter Harbor	Trio
2004	Northport	Trio
2004	Turner Update	NDS
2004	Stonington	None
2003	Surry	Trio
2003	Boothbay Harbor	Vision
2003	Poland Update	Trio
2003	Rome	Trio with Winsketch
2002	Castine	Trio
2002	Greenville	Trio
2001	Blue Hill	Trio
2000	Boothbay Harbor	Vision
1999	Vassalboro	Trio
1999	Detroit	Trio
1998	Turner	NDS
1995	Burhman	Trio
1994	Fayette	Trio
1994	Poland	Trio
1993	Addison	Trio
1993	Lamoine	None
1992	Southwest Harbor	Trio
1991	China	Trio
1991	Greenville	None
1991	Rome	None
1991	Stonington	None

RJD Appraisal Revaluation History by Year Continued

Year	Town	Software Used
1990	Blue Hill	None
1990	Winter Harbor	None
1989	Belgrade (Land only)	Private
1989	Brooksville	None
1988	Northport	None
1987	Mt Vernon	None
1985	Shirley	None

RJD Appraisal Future Revaluations (year):

Year	Town	Software Used
2019	Litchfield	Trio with Winsketch
2020	Rumford	Trio with Winsketch

David P. Ledew, C.M.A.
62 Whippoorwill Road
Litchfield, Maine 04350

July 10, 2019

Town of North Yarmouth
10 Village Square Road
North Yarmouth, Maine 04097

RE: Tax Assessor Services Request for Proposal

Municipal Officials of the Town of North Yarmouth:

Thank you for your consideration of my proposal to perform Assessor services for the Town of North Yarmouth. The position of Assessor is critical with respect to maintaining a property tax valuation base that is within compliance with State statutory requirements, but more importantly is generally viewed by property owners as being fair and reasonable.

In 2017, I retired from State service after 39 years with Maine Revenue Services, over 30 of which were with the Property Tax Division. Since retiring I have been Readfield's assessing agent to the Board of Assessors using TRIO software. Though my experience with municipal assessing is light, I would ask that you consider the body of my worked performed while working for the Division in addition to my limited direct municipal service.

If selected, I look forward to working with the Board, the Town Manager and the office staff.

Thank you for your consideration.

Sincerely



David Ledew, C.M.A

Attached: Resume
Proposal for Assessing Services

Proposal for Assessing Services Town of North Yarmouth

General Description of Firm

I am currently a sole proprietorship. My current plan is to take on a partner and form a LLC in early 2020. In addition to over 30 years of service with the State Property Tax Division, I have been the Assessing Agent for the Town of Readfield since November 2017.

The following is a general description of assessing duties and procedures currently performed:

- Process all deeds and ownership changes from April 1 to April 1
- Draft mapping changes for land splits and other corrections
- Process applications for homestead and veterans exemptions in accordance with Maine law
- Process and or review current use applications annually to assure compliance with Maine law. Send notices and assess withdrawal penalties as needed/requested
- Coordinate with CEO/compile lists of new construction, changes to properties. Visit, measure, list, data enter and value all new construction and changes to real and personal property.
- Send seasonal (April 1) request for list of estates in accordance with 36 M.R.S.A. §706-A (generally personal property)
- Enter data from lists received. Follow up with omissions to assure proper assessments

I offer the following references as contacts:

Erik Dyer, Readfield Town Manager. 207 685-4939
Teresa Shaw, Town of Readfield Finance Officer. 207 685-4939
Steven 'Joe' Salley, Maine Revenue Services. 207 215-7532
Jacqueline Robbins, Assessing Agent (several municipalities) 207 525-7706

I can provide additional references if required.

Complete costs for providing assessor services to the Town of North Yarmouth: Four days per month @ \$625.00 per day. \$30,000 per year billed monthly.

I thank you for your consideration and look forward to hearing from you.

Sincerely;

A handwritten signature in black ink, appearing to read "David Ledew". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Ledew, Certified Maine Assessor

David P. Ledew
62 Whippoorwill Road
Litchfield, Maine 04350
Phone: Home 512-2242 Cell 441-0797

Education

Hall-Dale High School, Academic Studies, Graduated in 1973
University of Maine, Orono, Bachelor of Science, Business: Management, Class of 1977

Relevant Work Experience

Assessing Agent

Town of Readfield, November 2017 to present

Director, Property Tax Division

State of Maine, Maine Revenue Services, February 1, 2005 through August 31, 2017.

Supervisor of Municipal Services; Property Appraiser III

State of Maine, Maine Revenue Services, Property Tax Division, December 1994 through January 2005.
Duties included: Oversight of; annual State Valuation audits; Real Estate Transfer Tax; Municipal reimbursement programs for Homestead Exemptions, Tree Growth, Veterans Exemptions; provide assistance to municipalities with respect to property tax related issues; provide administrative/ technical assistance during Legislation season.

Property Appraiser II

State of Maine, Maine Revenue Services, Property Tax Division, January 1987 through December 1994.
Chief of Training and Certification for municipal assessors with the responsibility to administer examinations and oversee re-certification in accordance with statutory requirements; set up and coordinate annual Maine Property Tax School; provide assistance to municipal assessors; conduct State Valuation field audits for approximately 20 municipalities.

Property Appraiser I

State of Maine, Bureau of Taxation, October 1978 through December 1981.

Other Experience:

Chairman, State of Maine Land Classification Appeals Board
President, Tacoma Lakes Improvement Society
Certified Maine Assessor since 1978
Chairman, Maine Athletic Commission
Measuring and Listing Agent, James W. Sewall 1978
Instructor, Property Tax PT102 - Laws Relating to Property Taxation

References:

Erik Dyer, Readfield Town Manager, 207 685-4939
Steven 'Joe' Salley, Maine Revenue Services, 624-215-7532
Jacqueline Robbins, Assessing Agent (several municipalities) 207 525-7706

Bartlett Assessing Services
Shirley Bartlett
P.O. Box 965
Scarborough, ME 04070
207-318-8250
sbartlett213@yahoo.com

July 10, 2019

Ms. Rosemary Roy, Town Manager
Town of North Yarmouth
10 Village Square Road
North Yarmouth, ME 04097

Dear Ms. Roy,

This letter is in response to your Request for Proposal for an Assessor for the Town of North Yarmouth.

Bartlett Assessing Services has provided annual assessment services and complete revaluations to municipalities throughout Maine since 2009. The firm has built a reputation of high quality, detailed, ethical and defensible results while establishing and maintaining excellent working relationships with all parties involved.

The proposal outlines services provided by the firm for annual assessing maintenance and can be customized to meet any requirements of the town. My attached resume and business profile provide additional information on my background and qualifications.

I have successfully worked through abatements and appeal hearings. I am familiar with the process and have a good understanding of the information and representation necessary for proper defense of valuation.

I believe that my skills and experience as an assessor would be an asset to the Town of North Yarmouth. I look forward to meeting with you to further discuss my qualifications, the details of my proposal and my interest in working with the Town of North Yarmouth. Thank you for reviewing my qualifications.

Thank you,

Shirley Bartlett

Shirley Bartlett
CMA #848

Bartlett Assessing Services
Shirley Bartlett
P.O. Box 965
Scarborough, ME 04070
207-318-8250
sbartlett213@yahoo.com

Proposal for Annual Assessing Services – Town of North Yarmouth

Firm Background

Bartlett Assessing Services has provided annual assessment services and complete revaluations to small and mid-sized towns throughout Maine since 2009. The business was formed with the intention of providing personal service to towns that desire close control over the process.

Bartlett Assessing Services currently provides annual assessment services for the Towns of Madison, Waterboro, Chelsea, Weston, Amity, Haynesville, Alton, and Oakfield. The firm is also in the process of performing a town wide revaluation for the Town of Hollis.

The firm has built a reputation of high quality, detailed, ethical and defensible results while establishing and maintaining excellent working relationships with all parties involved.

Scope of Services Provided

The activities and services provided shall include, but are not limited to:

- Provide assessing services as outlined in the Request for Proposal, Section IV: Scope of Services
- Implement an ongoing equalization plan to avoid future revaluations
- Collect, analyze and create reports of sales, costs, income, and other economic and social data affecting property values
- Perform work as an independent contractor and not as an employee of the Town
- Provide all insurances required by the Town

Cost and Payment Terms

- \$600 per day
- Paid monthly or quarterly

References

- Gary Lamb, Town Administrator, Town of Waterboro, 24 Townhouse Rd, East Waterboro, ME 04030 (207) 247-6166
- Teresa Duff, Assessor, Town of Houlton, 21 Water Street, Houlton, ME 04730 (207) 532-7111
- Dwayne Young, Clerk/Tax Collector, Town of Weston, 5 Church Lane, Weston, ME 04424 (207) 448-2316

Bartlett Assessing Services
Shirley Bartlett
P.O. Box 965
Scarborough, ME 04070
207-318-8250
sbartlett213@yahoo.com

Firm Background

Bartlett Assessing Services has provided annual assessment services and complete revaluations to towns throughout Maine since 2009. The business was formed with the intention of providing personal service to towns that desire close control over the process. Assessment experience includes small to mid-sized towns throughout Maine.

Bartlett Assessing Services currently provides annual assessing services for the Towns of Madison, Chelsea, Waterboro, Weston, Amity, Haynesville, Oakfield, and Alton. The firm is in the process of completing a revaluation for the Town of Hollis.

The firm has built a reputation of high quality, detailed, ethical and defensible results while establishing and maintaining excellent working relationships with all parties involved.

Scope of Services

The activities and services provided shall include, but are not limited to:

- Appraise and assess real and personal property
- Maintain and keep current all records in the assessment program
- Create and provide all reports required by the Town, the State, and the County.
- Coordinate and cooperate with the town officials to produce updated and accurate annual tax maps.
- Coordinate with the Town Manager and Select Board to develop the annual tax commitment.
- Cooperate with town officials to process and address any abatements or other property tax issues.
- Meet with and respond to citizen inquiries and requests for information in a timely manner.
- Provide prompt review and processing of property transfers, splits, and new construction.
- Read and correctly interpret deeds for property splits and utilization of a deed plotter to establish property division for mapping purposes.
- Conduct annual updating of personal property including picking up new accounts and assisting taxpayers with any reimbursement applications with required information.
- Have thorough knowledge of Maine property tax programs and assist taxpayers with applications and understanding of the law.
- Collect, analyze and create reports of sales, costs, income, and other economic and social data affecting property values.

Duties and Responsibilities

- Plan, administer and maintain the Town's assessment program
- Establish and maintain effective working relationships with taxpayers, the public and all other departments.
- Keep current with professional training and changes in Maine State Law.
- Assist all Town departments with any valuation related issues.

References provided upon request

Shirley Bartlett
P.O. Box 965
Scarborough, ME 04070
207-318-8250
sbartlett213@yahoo.com

PROFILE: Experienced Certified Maine Assessor with strong leadership and management skills. Ability to communicate verbally and in writing to various and diverse groups of individuals. Ability to proactively contact and communicate courteously with the public and to establish and maintain effective working relationships with Municipal officials, employees, outside agencies and the public. Effectively plan, organize, supervise and review the work of subordinates. Strong organizational, mathematical and analysis skills. Thorough knowledge of the principles and methods of real and personal property assessment, property tax laws and regulations governing assessment of property taxes for local tax purposes.

ACCOMPLISHMENTS

- Certified Maine Assessor
- Financial Services Professional
- Designed financial and operations management software
- Accomplished entrepreneur of successful Maine businesses

EXPERIENCE

Assessor's Agent - April 2009 – Present

- Completed revaluations and annual updates for municipalities using CAMA software
- Develop building cost and land valuation schedules and implement mass appraisal program
- Provide prompt review and processing of abatement requests, taxpayer questions, and assessment defense
- Complete and file all reports required by the City, State and County
- Maintain annual tax maps changes, property ownership transfers, exemptions applications, all other property tax programs
- Plan, organize, direct and carry out the work of the assessing department
- Maintain accurate assessment records of all real and personal property
- Analyze and interpret laws, ordinances, rules and regulations.
- Collect, analyze, and create reports of sales, costs, income and other economic and social data to determine property values.

Financial Services Professional - September 2012 – July 2015

- Retirement planning
- Investment management
- Insurance analysis and sales

Bartlett Group LLC - April 2004 – Present

Owner and manager of four successful rental properties and storage facilities
Successfully maintained 96 – 100% occupancy of all properties from 2004 through present
Condition of all properties kept updated, repaired and maintained on a regular basis with scheduled annual upgrades
Apartment complex – 28 units located on 18 acres providing rental homes to retired people
Boat storage facility – servicing and storing 100 boats per year
Mini storage unit facility – 220 units
Oceanfront seasonal rental property

Maine Home & Hearth, Bartlett Forest Products - 2002 to 2009

- Overall Financial and Operations Management
- Managed and directed activities of supervisors and employees to maintain high quality customer service and productivity
- Cash flow projections, financial statement analysis, inventory and POS management
- Managed general ledger entry and maintenance, accounts receivable and payable, balance sheet reconciliation, variance analysis, preparation of sales, property, and fuel tax filings
- Communicated, analyzed and negotiated with vendors, banks, insurance companies, customers, etc.

Atlantic Tour Company - 1996 to 2006

- Researched and developed tours and activities
- Contracted with cruise line, conventions, and groups to provide activities, accommodations and meals
- Negotiated pricing, proposals, and submitted bids
- Made presentations and marketed to cruise lines, corporations and other groups
- Trained and educated guides and all other personnel
- Coordinated and organized tours, meals, activities, overnight accommodations

Bartlett & Sons, Oak Hill Dry Cleaners, Port Scoop Shop Owner - 1985 to 2007

- Financial and Operations Management for forestry, service and retail businesses

EDUCATION

Certified Maine Assessor

University of Maine - Accounting

Maine Life and Health, Property and Casualty License

PROFESSIONAL AFFILIATIONS

Maine Association of Assessing Officers

New Hampshire Association of Assessing Officers

REFERENCES

Gary Lamb, Town Administrator, Town of Waterboro, 24 Townhouse Rd, East Waterboro, ME 04030 (207) 247-6166

Dwayne Young, Town Clerk and Tax Collector, Town of Weston, 5 Church Lane, Weston, ME 04424 (207) 448-2316

Teresa Duff, Tax Assessor, Town of Houlton, 21 Water St, Houlton, ME 04730 (207) 532-7111

Additional references provided upon request

**Town of North Yarmouth
Public Facilities Use Policy**

I. PURPOSE

The Wescustogo Hall & Community Center (“Community Center” or “Facility”) is a multi-purpose space designed to serve as a meeting hall, community recreational building, and special event center. The purpose of this policy (“Policy”) is to regulate its use to ensure maximum benefit to the residents of North Yarmouth. The Town of North Yarmouth (“Town”) sets forth the following rules and regulations for the management and protection of this public facility owned by the Town and for the safety of the persons lawfully entitled to use same. The Town further recognizes that the Community Center is a substantial municipal asset with the mission to provide the Town with resources and services that promote community activities.

II. MANAGEMENT OF FACILITY

- A. The Town Manager shall be responsible for the oversight and management of the Community Center. The Facility Director shall manage the Community Center’s daily operations, and provide the Town Manager with regular reports regarding the same.
- B. In the event of inconsistencies in operations, the Town Manager will review these matters for resolution.

III. PRIORITY OF USE

The Town retains the right at all times and in its sole discretion to make individual decisions regarding the use of all public facilities including, but not limited to, the right to deny the use of the Community Center to any participant and/or spectator for any reason subject to the limitation of Section III.G.

- A. Priority Order of Use
 - 1. Town and Public Emergencies
 - 2. Town Boards and Committees Meetings and Functions
 - 3. Town Department programmatic uses in accordance with the Community Center’s intended purpose
 - 4. North Yarmouth/Cumberland Recreation Activities
 - 5. Service Groups, Non-Profit Organizations, and MSAD #51
 - 6. Special Events - Weddings, Birthdays, etc.
 - 7. Special Interest Groups / Commercial
- B. All reservations are on a first-come, first-serve basis through the Facility Director and in accordance with the priority use order and timelines. Exceptions may occur due to extenuating circumstances upon the discretion of the Facility Director.
- C. The Town Manager shall review all requests for activities that exceed fifty (50) days in length.
- D. No term of use for any reservation shall exceed 100 days, either consecutively or non-consecutively.
- E. There shall be no implied or actual automatic renewals of any rental or use agreement, and no such agreement to use the Community Center shall be subject to any implied or automatic renewals.
- F. Municipal use takes priority over any other use. If a Town function, such as public hearing or special election is required, the Town may require the user(s) on those date(s) to reschedule. The Town will make a reasonable attempt to work around existing reservations.

- G. The Town of North Yarmouth shall not exclude any individual or group from using the Facility due to race, color, national origin, religion, age, gender, sexual orientation, disability, veteran status, or any other characteristic protected under local, state or federal law.

IV. AVAILABLE SPACES

<u>Designated Area</u>	<u>Concentrated People Capacity</u>	<u>Mixed Use Seating Capacity</u>
Wescustogo Hall - Entire Space	635	300
Wescustogo Hall - Center Space	180	85
Wescustogo Hall - Wing A	180	85
Wescustogo Hall - Wing B	275	130
Wescustogo Hall Center + Wing A	360	170
Wescustogo Hall Center + Wing B	455	215
Community Room	155	75
Gymnasium	590	280
Stage		

V. RESERVATIONS

- A. All persons, groups, or business desiring to reserve the Facility for their own exclusive use for special events are required to fill out a Facility Use Agreement and Liability Waiver.
- B. Requests for the use of the Facility must be made by one or more individuals who are at least 25 years of age, and who will be responsible for monitoring and supervising all activities at the Facility during the period reserved. The renter/designated representative must be at least 25 years of age and assume responsibility for the appropriateness of activity, supervision, and adherence to all policies. It shall be at the Facility Director's discretion to waive the age requirement.
- C. No verbal confirmation or "pencil in" of the reservation may be construed as an approval or guaranteed reservation. A facility use agreement shall be completed and returned for authorized signature. No date is confirmed until an agreement has been signed by both parties. Individuals or groups are only allowed to use the space if requested in writing.
- D. Reservation requests should be made a minimum of three (3) weeks in advance of the requested date to allow for review. The Facility Director is authorized to approve or deny the request. Under no circumstances will the Facility Director grant any waivers. The Town Manager will be notified of every request that is approved or denied.
- E. If a request is denied by the Facility Director, that decision can be appealed to the Town Manager who may request direction from the Select Board.
- F. The Town reserves the right to reject a reservation request if the anticipated event is likely to be unreasonably disruptive to regular Town functions, too large for the applicable hall capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in conflict with any of the terms and conditions of the Policy.
- G. The Town reserves the right, in its sole discretion, to reject a reservation request for any reason subject to Section III.G.
- H. Reservations shall be made through the Facility Director's office. No individual or group may reserve or use the Facility unless they comply in all respects with the provisions of the Policy and submit, a complete and fully executed Use Agreement and Liability Waiver and any insurance certificate requested. Any false, misleading, or incomplete statement on the agreement form shall be grounds to deny the use of the Facility to the individual and or group.

- I. The Use Agreement and Liability Waiver, shall constitute a release by the individual or group and each and all of its members, of any claim against the Town and its staff for any injury to persons or damage to property suffered by such individual or group or any of its members during or as a result of the use of the Facility.
- J. Renters cannot sub-rent any part of the Facility and may only use the Facility for the approved use.
- K. A refundable security deposit shall be collected for the use of the Facility that requires a Facility use application. This security deposit shall be received prior to use and held until after the rental has been completed and a satisfactory walk-through completed by the Facility Director or designee.

VI. GENERAL REGULATIONS

- A. No operations will begin before 7:00 am; the building will be secured at 10:00 pm unless other arrangements are made in writing before the event. Activities shall not extend beyond the hours approved in the request and are restricted to the area for which permission is granted.
- B. The Facility will be carefully examined after use. The user will promptly reimburse the Town for any loss or damage occurring as a result of the use of the Facility. This may also result in failure to receive a reimbursement of the security deposit.
- C. If custodial assistance is needed, as determined by the Facility Director, a charge will be assessed and must be paid in advance with the other fees.
- D. Groups shall be adequately and appropriately supervised by an approved adult(s) at all times and until all participants have departed the premises. All accidents and/or injuries shall be reported to the Facility Director.
- E. The Town, when deemed necessary or appropriate, shall require an authorized Town representative to open or close the Facility or supervise an event at a reasonable cost to the renter.
- F. Temporary signage is permitted on the event day(s) and must comply with the Town's Land Use Ordinance.
- G. In issuing posters, press releases, or other publicity, individuals or groups may not state or imply that their programs are sponsored, co-sponsored or approved by the Town, or any municipal official unless the event or program is Town sponsored.
- H. Conduct or participation in any activity in the Facility where such conduct or participation is unreasonably and unnecessarily hazardous to the personal safety of, or impairs or limits the lawful use and enjoyment of the Facility or area by, other persons will not be tolerated.
- J. Food and/or beverages are to be limited to the specified food and/or beverage areas.
- K. The use shall comply with any and all other Town ordinances, rules, and or policies.
- L. It shall be unlawful for any person to impersonate any employee of the Town or interfere with, harass or hinder any employee in the discharge of his/her duties.
- N. The Town Manager or designee is authorized to close any public facility or portion thereof at any time for the protection of Town property or the public health, safety or welfare.

The Town reserves the right to require any security measures and or deposits deemed necessary by the Facility Director and or Town Manager. The Town reserves the right to cancel any and all activities for the Community Center without notice and without providing any other accommodations.

VII. EVENT OPERATIONS

- A. Americans With Disabilities Act - An individual or group reserving the Facility shall assume full responsibility for providing and paying for any special accommodations not already available in the Facility that are requested by participants attending an event in accordance with the Americans with Disabilities Act.
- B. Alcohol
1. The selling of alcoholic beverages is not permitted without the written approval of the Town Manager, and proof of a Liquor Licensed Caterer is being used.
 2. A copy of an insurance policy must be provided which names the Town as an insured party. The Town recommends a Tenant User Liability Insurance Policy (TULIP) that is easily accessible through the Maine Municipal Association at a nominal fee.
- C. Smoking/Drugs - Use of tobacco products, cannabis products, or illegal drugs is not permitted in the Facility or on any part of the campus.
- D. Event Activities
1. The Facility Director shall authorize all equipment usage and reserve the right to refuse and or cancel any equipment or Facility request. Equipment is not to be removed from any facility.
 2. The event or activity shall not cause damage from destruction or overuse of the grounds, equipment, vegetation, buildings, fences, or other amenities in the public facility.
 3. The proposed event or activity shall not endanger the health and safety of persons who visit the public facility.
 4. The proposed event or activity would not unreasonably disturb persons who own and or occupy land which is adjacent to the facility.
 5. The Facility Director may designate the specific area within the public facility where the event shall be permitted to take place, based upon the foregoing criteria.
 6. The collection of admission fees is permitted for specific event activities and shall be outlined in the application.
- E. Event Clean Up - The individual(s) or group(s) utilizing the space shall be responsible for the cleaning, picking up and removing any and all materials they wish to retain following the event. In the event that the user(s) damaged the Facility or failed to clean and remove debris properly, the Town shall obtain an estimate of damage and or engage staff services and shall, if necessary, charge the user(s) for any additional costs.

VIII. REQUIRED AUTHORIZATIONS

It shall be considered unlawful for any person and or user without written permission by the Facility Director to:

- A. Enter the building or be upon the Facility after the posted closing time or before the posted opening time, or contrary to posted notice in the Facility.
- B. Solicit, sell or otherwise peddle any goods, wares, merchandise, services, liquids or edibles.
- C. Expose, distribute, or place any commercial sign, advertisement, notice, poster, or display in the Facility.
- D. Bring in, set up, construct, manage, or operate any amusement or entertainment device without a permit.
- E. Introduce any plant, animal, or another agent within the Facility.
- F. Construct any structure(s) or sign(s).
- G. Start an open fire at any public facility (including for cookouts and camping) except by express permission from the Facility Director. Users requesting authorization for a fire of any type must also acquire a fire permit through the North Yarmouth Fire Rescue Department.
- H. Use of open flames to include candles or other incendiary devices and effects.
- I. Overnight camping and or parking.
- J. Install, use, or operate any of the following devices: Loudspeaker or sound-amplifying equipment. Radios, DVD players, tape players, television sets, musical instruments or other machine or device for the production or reproduction of sound in such a manner as to be disturbing or a nuisance to persons of normal sensitivity within the area of audibility.
- K. No benches, seats or other equipment of the Town shall at any time be removed or changed from their place.

IX. INSURANCE AND INDEMNIFICATION

- A. Insurance - The Town's property insurance and general liability insurance does not extend to individuals or groups utilizing public facilities. Therefore, in addition to agreeing to defend, indemnify and hold harmless the Town, its officers, agents and employees from any claims arising from use of the Town's facilities, the applicant shall procure public liability insurance, from a company authorized to do business in Maine, in an amount not less than \$400,000 per occurrence, for bodily injury, death, and property damage, protecting the applicant and the Town and its officers, agents and employees from such claims and provide the Town with a written certificate of insurance confirming such coverage, including naming the Town as an additional named insured.

This insurance is mandatory for all users, otherwise required to pay a user fee under this policy; provided, that even if the user fee is waived by the Town, the insurance requirement shall remain necessary; provided, further, however, the mandatory insurance requirement will not apply to Town-based organizations that primarily serve the residents of North Yarmouth for small group activities that are unlikely to increase the Town's liability risk exposure. The Town expressly reserves the right to increase the amount of insurance based on the nature or type of rental or use proposed.

Nothing herein shall, nor is intended to, waive any defense, immunity, or limitation of liability which may be available to the Town or its respective officers, agents, and employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

- B. Indemnification - The applicant agrees to save, indemnify and hold harmless the Town and all its employees, the Town Board of Selectmen and all its members, from and against, any and all liabilities, actions, courses of action and damages arising out of any negligent or tortious acts on the part of the applicant, employees or agents and from any and all fines, suits, claims, demands and actions of any kind or nature of any and all persons by virtue of or arising from the use of said facilities, equipment, or activity participation. The foregoing entities shall also be held harmless from and against all claims, damages losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees arising out of or resulting from personal injury, sickness, disease or death.

X. FEES AND CANCELATIONS

A. Fees

1. The fee(s) for facility rental shall be as specified in the Town Fee Schedule reviewed and determined by the Select Board.
2. The Town Fee Schedule shall apply to all users. Different rates may apply to different users but all rates shall be customary and reasonable.
3. Fee(s) collected at the time of reservation shall include but are not limited to the security deposit, 50% of the event rental cost(s), and processing fee(s).
4. It shall be unlawful for any person to use, without payment, any facility or area for which an application fee is required or user fee charged. Once an application is approved, and rental obligations are met, the date and facility are considered secure.
5. The Town may require the applicant to pay additional costs as needed for the event, including, but not limited to, the cost of providing police protection, the cost of providing additional restroom facilities, and the cost of additional staff and a maintenance service charge.

B. Cancelations

1. Three (3) weeks notice is given, the renter is entitled to a 100% refund minus a processing fee.
2. Two (2) weeks notice and more than three (3) business days before the rental date the renter is entitled to a 50% refund on all upfront costs.
3. Three (3) business days notice or less before the rental date; no refund will be issued.
4. If the Town closes the Facility due to inclement weather, the rental will be canceled. It is the renter's responsibility to contact the Facility Director to reschedule the event. If the event cannot be rescheduled, the renter is entitled to a 100% refund minus a processing fee.
5. The Facility Director, for a good cause, may withdraw his/her approval for the use of any public facility by giving the applicant notice forty-eight (48) hours in advance of the scheduled event or gathering. In such an event, the user shall be entitled to full reimbursement of any fees paid.

August 6, 2019

Agenda - Section V1. New Business

- **Fee Schedule - Annual Review** - *Move to schedule a public hearing on the proposed changes to the Fee Schedule for Tuesday, August 20, 2019, at 7:00pm. Second, discussion and vote follow.*

Notes: Review and submission of any modifications; call forth a public hearing.

-
- **MMA - Executive Committee Elections/Vote** - *Move to authorize the Town Manager to submit a vote on behalf of the Town for the annual election of officers to the Maine Municipal Executive Committee. Second, discussion and vote follow.*

-
- **FY20 Goals Setting** - *Move to accept the list of goals presented as a guide throughout the ensuing year for both the Select Board and management. Second, discussion and vote follow.*

1. Exploring Town Council form of Governing
2. Budget Process Enhancements
3. Tax Assessing Improvements
4. Law Enforcement Coverage
5. Municipal Facilities Capital Improvement Planning
6. WH&CC Successful 1st Year Operations
7. Rail Trail
8. Broadband
9. Improving Committee Relationships

Notes: A copy of the Select Board Retreat notes is included herein.

-
- **Committee Communications** - *Move to authorize the Chairman to send the proposed correspondence** to town board and committee chairs to invite them to attend a joint workshop with the Board on _____ . Second, discussion and vote follow.*

Suggestions:

- 1) Letter to Committee Chairs to convene in a joint meeting to discuss current activities and goals;
- 2) Continue inviting Committees to attend Board meetings to update the Board and the public on their continued work;
- 3) Next Summit focus on sharing between committees.

Notes: **The revised draft letter will be made available from Chairman Whitten before or at the meeting.

Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

Administrative Fees

Animal Impoundment Fee	
Flat fee for impoundment	\$ 40.00
Emergency medical bills attributed to the animal	Cost
<u>Dangerous Dog License</u>	<u>\$100.00</u>
<u>Dangerous Dog License Late Fee</u>	<u>\$140.00</u>
<u>Nuisance Dog</u>	<u>\$ 30.00</u>
<u>Nuisance Dog Late Fee</u>	<u>\$ 70.00</u>
Bumper Stickers	\$ 1.00
Copy of Land Use Ordinance (outside)	Cost
Copy of other ordinances done in-house	
Per page up to 20 pages	\$ 0.50
Faxes (per page - Incoming or outgoing)	\$ 2.00
Photocopies per page	
8 ½ inch x 11 inch or smaller	\$ 0.50
8 ½ inch x 14 inch	\$ 0.75
11 inch x 17 inch	\$ 1.00
DVD	\$ 10.00

~~Memorial School Use~~

 Single Residents or Residential Groups	\$ 10.00 per hour
 Non-Residents or Non-Residential Groups	\$ 20.00 per hour
 Special Events - Deposit (single use)	\$150.00

Notary Fee (per page)	\$ 2.50
Non-Sufficient Funds	\$ 40.00
Search Fee (Genealogy)	
Per surname	\$ 15.00
Abstract	\$ 5.00
Street Map (11 inch x 17 inch)	\$ 1.00
Tax Account Listing - electronic format	\$ 75.00
Tax Maps complete set	
11 inch x 17 inch	\$ 25.00
24 inch x 36 inch	Cost
Junkyards	
Application fee	\$250.00
Advertising fee	Cost
Liquor License	
Application fee	\$ 25.00

Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

Advertising fee	Cost
Bottle Club License	
Application fee	\$ 25.00
Advertising fee	Cost
Catering License - Application Fees	
Catering Privileges off Premises	\$ 25.00
Catered Function by Qualified Catering Organization	\$ 25.00
Catered Function by B.Y.O.B. License	\$ 25.00
Cemetery Fees - Set by Cemetery Commission	
Resident	
Lot Fees	\$300.00
Perpetual care	\$200.00
Non-Resident	
Lot Fees	\$400.00
Perpetual care	\$250.00
Administrative Fee per Interment	\$175.00
Transfer of Burial Rights	\$ 60.00
Interment Fees	Separate fee set by contractor
Disinterment	Separate fee set by contractor
PAYT (Pay-As-You-Throw)	
One (1) Roll of 10 - 15 Gallon Bags	\$ 12.50 <u>\$ 15.00</u>
One (1) Roll of 5 - 33 Gallon Bags	\$ 12.50
Recycle Containers	Cost
Composter	Cost
Clean Up Day Fees	Cost

Ambulance Service

Town of North Yarmouth Ambulance Service Ordinance - The North Yarmouth Board of Selectmen shall annually establish a schedule of fees that support the cost of ambulance service to the extent practical while respecting all state and federal laws, rules and regulations.

Mileage (per loaded mile)	\$ 12.00 <u>\$ 16.00</u>
ALS1 (A0427)	\$740.00 <u>\$ 900.00</u>
ALS2-2 (A0433)	\$900.00 <u>\$1,200.00</u>
<u>ALS - Non Emergency (A0426)</u>	<u>\$500.00</u>
<u>BLS – Non Emergency (A0428)</u>	<u>\$400.00</u>
<u>BLS - Emergency (A0429)</u>	\$550.00 <u>\$ 700.00</u>
<u>Paramedic Intercept</u>	<u>\$300.00</u>
<u>On Scene</u>	
Ambulance Response with treatment with no transport	\$125.00 <u>\$ 150.00</u>
Records Request	\$ 5.00

~~* Medicare will not reimburse. Some private insurance companies may pay.~~

Amusement Devices

Coin-Operated Amusement Device Ordinance

Annual license for 5 machines	\$100.00
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Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

Each additional machine	\$ 50.00
<u>Barking Dogs</u>	
Per offense upon conviction in District Court (Ordinance)	\$ 50.00
<u>Building Permit Fees - Code Enforcement</u>	
Residential buildings or buildings accessory to residential buildings:	
Up to and including 1400 sq. ft. of living space	
Finished area (sq. ft.)	\$ 0.150 <u>0.60</u>
Unfinished area, foundations and garages (sq. ft.)	\$ 0.100 <u>0.20</u>
1401 sq. ft. to 2000 sq. ft. living space	
Finished area (sq. ft.)	\$ 0.300 <u>0.60</u>
Unfinished area, foundations and garages (sq. ft.)	\$ 0.100 <u>0.20</u>
2001 sq. ft. to 2500 sq. ft. of living space	
Finished area (sq. ft.)	\$ 0.450 <u>0.60</u>
Unfinished area, foundations and garages (sq. ft.)	\$ 0.100 <u>0.20</u>
Over 2500 sq. ft. of living space	
Finished area (sq. ft.)	\$ 0.60
Unfinished area, foundations and garages (sq. ft.)	\$ 0.100 <u>0.20</u>
Commercial Buildings: Commercial Area (sq. ft.)	\$ 0.400 <u>0.60</u>
Foundation area (sq. ft.)	\$ 0.100 <u>0.20</u>
Temporary Housing Permit from CEO	\$ 25.00
Demolition	\$ 25.00 <u>50.00</u>
Swimming Pools	\$ 25.00 <u>50.00</u>
Chimneys	\$ 25.00
Temp plastic or canvas structures (or temporary greenhouses)	\$ 25.00
Minimum Fee	\$ 25.00 <u>50.00</u>
Late Fee - double amount of regular fee	
<u>Electrical Permit Fees - Code Enforcement</u>	
Residential Work - all sq. ft.	\$ 0.08
Commercial Work	
Up to 5,000 sq. ft.	\$ 0.11
5,001 to 10,000 sq. ft.	\$ 0.08
10,001 and up	\$ 0.05
Adding Appliances	\$ 25.00 <u>50.00</u>
Temporary or Permanent Service	\$ 25.00 <u>50.00</u>
Re-inspection Fee	\$ 25.00 <u>50.00</u>
Minimum Fee	\$ 25.00 <u>50.00</u>
Inspection Fee	\$ 50.00
Late fee - double amount of regular fee	
<u>Explosives</u>	
Ordinance Regulating the Use of Explosives Permit	\$ 25.00 <u>\$ 50.00</u>

Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

Floodplain

Floodplain Management Ordinance	
Application Fee	\$100.00
Expert's Fee - Payable 10 days after the town submits an invoice to the applicant.	Cost

Land Use - Code Enforcement/Planning

Town of North Yarmouth, Maine Land Use Ordinance	
Building/Land Use Permit from CEO	\$ 25.00 50.00
Driveway/Road Entrance Permit from CEO	\$ 25.00 50.00
Site Plan Review Permit from Planning Board	\$150.00 250.00
Amendment to Site Plan Review Permit (Planning Board)	\$ 75.00
Subdivision Approval (Planning Board)	
Minor Subdivision	
Non-refundable application fee	\$250.00
Plus for each lot/dwelling unit	\$100.00
Technical Review	Cost + \$ 25.00
Major Subdivision	
Non-refundable application fee	\$350.00
Plus for each lot or dwelling unit	\$100.00
Technical Review	Cost + \$ 25.00 Conditional

Mass Gatherings

Licensing Fee	\$200.00
Penalty Fee	\$200.00 per day, with a maximum penalty of \$2,500

Fire Rescue Department Permits

Alarm: Residential	\$ 50.00
Alarm: Commercial	\$100.00
Sprinkler Systems	\$ 25.00
Liquid/Gas Fuel Burning Appliance	\$ 25.00
Solid Fuel Burning Appliance	\$ 25.00

Nuisance Calls or False Alarms

First three (3) calls	No charge
Fourth (4 th) Call	\$100.00
Fifth (5 th) Call	\$250.00
Sixth (6 th) Call	\$500.00
Applies to a calendar year.	

False Alarm calls are defined as a faulty detector or problem with the system. Actual smoke, be it food on the stove or other types of real activations do not constitute a false alarm. CO (Carbon Monoxide) Alarms that actually have a CO reading does not constitute a false alarm.

Nuisance calls are defined as repeat responds for the same reason, such as the odor of gas with no readings on the gas meter and alike or other reason deemed a "nuisance" by the Fire Rescue Chief.

Parks & Recreation Areas

Ordinance Violations - Per Offence	\$100.00
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Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

Domestic Animal Commercial Businesses Park Use Permits

North Yarmouth - Monthly	\$ 25.00
Outside North Yarmouth - Monthly	\$ 50.00
North Yarmouth - 1 Day	\$ 5.00
Outside North Yarmouth - 1 Day	\$ 10.00

Groups or Organized Groups Single Event Use Permit (profit or non-profit*)

Singular Event - per day	
Resident	\$ 50.00
Non-Resident	\$100.00

*Fee is waived for nonprofits associated with the Town.

Planning Board

Use Approval from Planning Board	\$150.00 <u>\$250.00</u>
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Plumbing Code - Code Enforcement

Uniform Plumbing Code	
Plumbing Fees	As established by the State of Maine

Private Road Signs

Private Road Sign Replacement Fees

Sign	Cost
10' Green Post	\$ 33.00
Sign Brackett	\$ 7.25
E911 Mapping & Dispatch Updates	\$ 5.00
Labor	Current Laborer Wage Rate

Install time varies; new sign approximately 30 minutes.

Public Facility Use (Wescustogo Hall & Community Center)

Community Center Events		
Facility Room/Area	Deposit	Rental Fee Per Hour
Wescustogo Hall (Full Rental)	\$500.00	\$300.00
Wescustogo Hall - Wing A	\$150.00	\$ 75.00
Wescustogo Hall - Wing B	\$150.00	\$100.00
Wescustogo Hall (Center)	\$150.00	\$ 75.00
Wescustogo Hall & Wing A (Combination)	\$250.00	\$150.00
Wescustogo Hall & Wing B (Combination)	\$250.00	\$175.00
Gymnasium	\$500.00	\$100.00
Community Room	\$ 50.00	\$ 50.00
General Activities and Miscellaneous Fees		
Community Use	Municipal Business, Town Committee Meetings/Events, Volunteer Adult & Youth Programs, North Yarmouth/Cumberland Recreational Programs, MSAD51 Programs, First Responder Programs & General Community Non-Profit	Exempt
Business Use - For Profit	n/a	\$30.00
Agency Use	n/a	\$30.00
Loss Key Card(s)	n/a	\$15.00
Administrative Fee	n/a	\$35.00
Damages	All groups/individuals shall be responsible in full for any damages to the center to include labor and materials.	

Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

Road Naming and Property Numbering

Application	\$25.00
Sign and Post installation - material and labor	Cost + \$30.00

Shellfish Conservation Ordinance (Chapter 305 – Towns of Yarmouth/North Yarmouth)

License	
Resident Commercial	\$200.00
Non-resident Non-reciprocating Commercial	\$400.00
Resident Recreational	\$ 25.00
Non-resident Non-reciprocating Recreational	\$ 50.00
Three-day Recreational license (pursuant to section II.B.5)	\$ 30.00
Resident/Non-resident Recreational license fees are waived for individuals of age 65 or older.	

Snow

Winter “Snow” Ordinance

Refer to Ordinance.

Solid Waste

Solid Waste Disposal & Recycling Ordinance
Refuse Hauler Permit Application

\$ 25.00

Sprinklers

Sprinkler Ordinance

Refer to Ordinance.

Subsurface Wastewater

Subsurface Wastewater Disposal Rules

Plumbing fees as established by the State of Maine.

Vehicular Weight

Vehicular Weight Control Ordinance Permit

Refer to Ordinance.

Zoning Board of Appeals

Administrative Appeal to Zoning Board
Miscellaneous Appeal to Zoning Board
Variance Appeal to Zoning Board of Appeals

~~\$ 50.00~~ 250.00
~~\$ 50.00~~ 250.00
~~\$ 50.00~~ 250.00

Select Board

William Whitten, Chairperson

Steve Morrison, Vice Chairperson

Anne Graham

Jim Moulton

Jennifer Speirs

Town of North Yarmouth
SCHEDULE OF APPLICATION, LICENSE AND PERMIT FEES

ADOPTED July 6, 2010 EFFECTIVE July 7, 2010
AMENDED June 7, 2011 EFFECTIVE July 1, 2011
AMENDED June 19, 2012 EFFECTIVE July 1, 2012
AMENDED June 18, 2013 EFFECTIVE July 1, 2013
AMENDED August 5, 2014 EFFECTIVE August 6, 2014
AMENDED October 20, 2015 EFFECTIVE October 21, 2015
AMENDED October 4, 2016 EFFECTIVE October 5, 2016
AMENDED September 5, 2017 EFFECTIVE September 5, 2017
NO AMENDMENTS 2018



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

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

FROM: Stephen W. Gove, MMA Executive Director

DATE: July 8, 2019

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

Deadline: Friday, August 16, 2019 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2019 to member municipalities.

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

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

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

The MMA Voting Ballot must be signed by a majority of the municipal officers **or** a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 16. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Mary Sabins, Town Manager, Town of Vassalboro.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 19. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held *Wednesday, October 2, at 1:30 p.m. at the Cross Insurance Center in Bangor*. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2019.

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

Town of North Yarmouth
Select Board Retreat July 16, 2019
Summary Notes

Introduction and Welcome

John presented Sky Line Farms to the Board. Rosemary presented a synopsis of what she will cover for the meeting. Goals were not presented in 2018 due to the construction of WH+CC. The Town Manager noted that at the official meeting, a vote should be taken for the Board's goals they wish to set today. Chairperson Whitten presented his introduction. Chairperson Whitten remarked that the board should follow Selectperson Graham's overall thought to think "outside the box."

ORGANIZATIONAL CHART AND CHARTER

- Vice Chairperson Morrison inquired on the role of "overseers of the poor." This position is state law. This cannot be removed.
- Ad Hoc committees are not permanent positions.
- The Town's people are the overall bosses
- February 1st (set meeting times)—next meeting agenda (September or August)
- Petitions: must follow petitions by law. **MUST HAVE LEGAL PRECEDENT.** If a particular petition is consistent to a particular matter, the Select Board is
 - Petitions must go to the people
- Chairperson of the Board: official spokesperson of the Board. This is pertinent to reporting to the news. The Chair must stay consistent with the Board.
- Ad Hoc Committees: The Select Board has the right to create and dissolve ad hoc committees
- School Committee issue: Too many select board members at a meeting. Announcements should be given beforehand to hold a "regular meeting." The Board is recommended to alter the by-laws to clear a communication issue.
 - "Non-voting" status and allowing the public to view that their Board is getting involved with issues the citizens are concerned with.
- Amendment: Assessor position lengthening.
- Employees of the Town Manager and Town Office: Assign an ad hoc committee
- Other Duties → Annual Report: Who didn't pay their taxes; Audit Report; Budget; and Town Meeting (needs)
- Board members should provide notification if they are not present
- Any extra work outside of the Town Manager's normal duties should be approved by the whole board
- Public Hearings: **NO CONVERSATIONS.**
- Voting: Abstaining from voting (conflict of interest). Pecuniary (financial benefits). **HAVE TO GIVE A REASON WHY**
 - The Chair has the ability to force and abstention on an individual who was not participatory in forums or meetings pertaining to the issues
- Right to Know:
 - Cheryl public access officer
 - 9/11 law
 - All forms of communication are open to the public
 - FOAA
- Robert's Rules
- **Reconsideration**

Town of North Yarmouth
Select Board Retreat July 16, 2019
Summary Notes

- **Amendments**
- General Communication: Need to have information or requests a week and a half. Chairperson Whitten would like to provide extra communication to the Board. **“PLEASE DON’T RESPOND”**

COMMITTEE CHARGES AND EXPECTATIONS

- Page 2, Section 6 from committee policy
 - Annual Town Report
 - Chairperson Whitten would like to receive a substantive report of the status of the committees
 - Chairperson Whitten would like to request materials from each committee
 - The Charter is clear on what the committees are required to do. The Select Board has the right to set the goals and policies for the committees
- Selectperson Graham suggested that at the next summit the Board request that the committees look over the policies (charges) set in places. “All in this together.”

Committee Communications

- Reporting
 - Agenda
 - Minutes
 - Semi-Annual Summit
 - Workshop/Roundtable/Meeting with SB
 - Management Communication
 - Annual Report
-
- “We have to give them that purpose” (Selectperson Speirs) → “What we have, what they’re doing, and what we want them to do.”
 - Charges from committees could be considered as vague → TM and Selectperson Graham
 - Living Well and Events Committee possible merge?
 - The TM as a resource?
 - “We want to celebrate your good work and know your goals” (Graham)
 - The Board feels as they are not informed as much as they wish to be
 - Speirs: “Treat all committees the same” – The Board should have a work plan visible. Flow of information and ideas should be transmitted to the Board.
 - Vice Chairperson Morrison: Future workshop with chairpersons with all the committees.
 - Check charges
 - “Ideas ought to come both ways” (Speirs)
 - CIP Reserve Planning
 - Council – Explore → April 20th Meeting
 - Budget FY 21 → Town Meeting → Earlier → Updates (Meeting in February)
 - **Law Enforcement** → Forum → Cumberland County Sheriff Department → Pownal
 - **Tax Assessing – Goals**
 - Strategic Plan for Community Center (Selectperson Speirs)
 - Community by in (director)
 - Background very important for future director
 - Relationships with Committees (Relationships or Communications)

Town of North Yarmouth
Select Board Retreat July 16, 2019
Summary Notes

Big Ideas

- **Develop a rail trail along an existing a rail line** (Selectperson's big idea)
 - **GPCOG**
- **Fiberoptic**
- **Broadband (2016 bill)**

Meeting

Present: Chairperson Whitten, Selectperson Speirs, Selectperson Graham, and the Town Manager.
Selectperson Moulton and Vice-Chairperson Morrison notified prior to their absence.

- Change order 28 (Speirs motioned). He was seconded by Chairperson Graham. Discussion: Ryan Keith explained the layout for proposed pickleball lines in the gym of WH+CC. Selectperson Graham inquired on the amount of \$3,694 for the two pickleball courts that were suggested to be installed. Selectperson Graham inquired on if the contingency account was able to cover this expense. Ryan Keith responded in the positive. Selectperson Speirs motioned to amend her previous motion to approve change order 28 in the amount of _____. Selectperson Speirs moved to approve change order 28 in the amount of \$3,694.92. **Vote: 3 Yes – 0 No. 2 Abstain.**
- Warrants 56 and 57. Selectperson Speirs moved to approve the warrants in the amount of _____. **Vote: 3 Yes – 0 No. 2 Abstain.**
- Warrant number 1: Selectperson Speirs moved to approve the warrant in the amount of _____. Selectperson Graham seconded the motion. **Vote: 3 Yes – 0 No. 2 Abstain**

FY 2020 Goals

- Council
- Budget Process Enhances
- Tax Assessing – Improvements
- Law Enforcement
- Facilities master plan – solidify
- WH+CC – the success of year 1
- Rail Trail
- Broadband
- Committee Relationships

Print off current policies

August 6, 2019

Agenda - Section VII. Accounts Payable

Item(s):

- **FY19** - Move to approve accounts payable warrant #58 in the amount of \$4,803.50 as presented. Second, discussion and vote follow.
- **FY20** - Move to approve accounts payable warrant #2, 3, & 4 in the amount of \$143,667.28 as presented. Second, discussion and vote follow.