

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, January 3, 2023
Regular Business Meeting
7:00 PM**

Wescustogo Hall & North Yarmouth Community Center

Select Board Members

Brian Sites, Chairperson	Paul Hodgetts, Board Member	Amy Haile, Board Member
Andrea Berry, Board Member	Kate Perrin, Board Member	

I. Call to Order

- Pledge of Allegiance

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

II. Appointments

III. Special Presentations

- A. Eric Gagnon-Yarmouth Water District

IV. Announcements

V. Consent Agenda

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

- A. Municipal Accounts Payable Warrants
- B. Payroll Warrants
- C. Select Board Minutes-12/13/2022

VI. Public Comment - Non-Agenda Items

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

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

VII. Management Reports & Communications

- A. Town Manager’s Report

VIII. Old Business

- A. Board and Committee Appointment Process

IX. New Business

- A. Schedule Workshop on January 17th at 6pm with NorthStar Planning
- B. Keeping Cumberland County Warm-Agreement

X. Any Other Business

- A. EV Charging Stations

XI. Adjournment

REMINDERS TO THE ATTENDING PUBLIC: Please mute all digital devices; Select Board meetings are open to the public, but the public may not speak unless recognized by the Chairperson first. **Workshops:** The public is welcome to attend workshops and listen to the discussion that takes place. The purpose of holding a workshop is to provide the Select Board with the opportunity to focus on specific town matters to later present at a regular business meeting. Therefore, public participation is limited to only regular business meetings of the Select Board.

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

January 3, 2023

V. Consent Agenda

Motion _____, Second _____ Vote _____

A. Municipal Accounts Payable Warrants

\$

\$

#

B. Municipal Payroll Warrants

\$

\$

C. Select Board Minutes-December 13, 2022

Suggested Motion

To approve the consent agenda as presented.

VIII. Old Business

Board and Committee Appointment Process

Motion _____, Second _____ Vote _____

Suggested Motion

To approve the Board and Committee Appointment Process as Presented.

Town of North Yarmouth

Select Board Business

Summary of Recommended Motions & Other Action Items

IX. New Business

A. Schedule Workshop on January 17th at 6pm with NorthStar Planning

Motion _____, Second _____ Vote _____

Suggested Motion

To schedule a workshop with NorthStar Planning on January 17th at 6PM.

B. Keeping Cumberland County Warm-Agreement

Cumberland County has allocated \$1.3 million of its State and Local Fiscal Recovery Funds (ARPA) to support and address heating assistance needs in the Cumberland County region.

Funding is available to Local Municipalities and administered through their General Assistance Department. The program will run until April 15, 2023.

This program is intended to provide additional heating assistance for persons or families that otherwise would not be eligible to receive funding through General Assistance due to income eligibility. The goal of the funds is to target families with incomes above the General Assistance and LIHEAP income caps but no more than 300% of the federal poverty guidelines.

Eligible expenses for heating assistance include- Oil, Wood, Propane, Natural Gas, Electricity, Kerosene, and Wood Pellets. The funds are specifically targeting heating costs only.

Motion _____, Second _____ Vote _____

Suggested Motion

To enter into an agreement with Cumberland County for the purposes of accepting grant funds to keep North Yarmouth residents warm through the “Keeping Cumberland County Warm” program and authorize the Town Manager to execute the agreement.

Town of North Yarmouth

Select Board Business

V. *Consent Agenda*

1/3/2023

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

- A. Payroll Warrants – See Payroll Warrants
- B. Municipal Accounts Payable Warrants – See AP warrants
- C. December 13, 2022, Regular SB Minutes

APPROVE CONSENT AGENDA, AS PRESENTED

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

OR

FURTHER DISCUSSION

Move to remove _____ from the “Consent Agenda” for further discussion under “Any Other Business”. Second, discussion and vote follow.

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

Example

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

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, December 13, 2022, 5:30-6:30 PM**

Call to Order (17:14-18:39)- Members Present: Brian Sites, Chairperson, Amy Haile, Board Member, Paul Hodgetts, Board Member, Katherine Perrin, Board Member, and Andrea Berry, Board Member. The Town Manager, Diane Barnes, was also present. Chairperson Sites called the meeting to order at 5:30 PM. Shout out to Debbie for covering for Diane.

Appointments none

Special Presentations (18:40-19:39)-no historical minute. Selectperson Haile shared that the North Yarmouth Historical Society is having a pop-up at Wescustogo Hall on December 15, 2022, from 4:00 PM to 6:00 PM. North Yarmouth mugs and a book written by Dixie Hayes called the Town House Mouse will be on sale for purchase.

Announcements (19:40-20:50)

Town of North Yarmouth Schedule of Holiday Closures by Municipal Department

FRD and WH&CC

- 12/23/2022 Friday, Closing at 12 noon (your ½ day for Christmas Eve)
- 12/26/2022 Monday, closed for Christmas that falls on Sunday
- 1/2/2023 Monday, Closed for New Year's Day that falls on Sunday

Municipal Offices and PWD

- 12/22/2022 Thursday, Closing at 12 noon (your ½ day for Christmas Eve)
- 12/26/2022 Monday, closed for Christmas that falls on Sunday
- 1/2/2023 Monday, Closed for New Year's Day that falls on Sunday

During Christmas week they will be posting new hours for Wescustogo Hall and the Community Center. They will be open for normal standing programs, but Mary will do a thorough cleaning.

Consent Agenda- (20:50-21:20)

- A. Municipal Accounts Payable Warrants
 - #50 \$ 10,241.23
 - #51 \$ 824,936.05
 - #52 \$ 8,712.71
 - #54 \$ 29,971.40
- B. Municipal Payroll Warrants
 - #49 \$ 35,592.05
 - #53 \$ 39,966.31
- C. Select Board Minutes-November 15, 2022

Selectperson Hodgetts, seconded by selectperson Perrin, moved to approve the consent agenda as presented. Vote: 5/0

Public Comment- Non-Agenda Items-(20:51-25:59)

Judy Potter- Walnut Hill Road asked about the new audio/video equipment that was supposed to be installed in November. Diane Barnes, Town Manager, stated that there is a delay on getting some of the equipment.

Paul Whitmarsh -Wild Turkey Lane addressed the Code of Conduct and his concern about the chill it has on free speech. The State and Military have lower standards for their employees. His is concerned about the change and how it would affect the Charter. He feels it needs to be looked at further before the Select Board proceeds. Chairperson Sites explained that they will be having another workshop. We are not counting it as enforcement, but accountability. The board is not trying to chill free speech. The board has a duty to the public and they need to treat each other with respect and regard. It is not unreasonable to ask but hard to enforce. There will be more discussion on the code of conduct. This would also need to go through legal before it is voted on.

Management Reports and Communications:(26:00-35:34)

EDSC-Selectperson Perrin- EDSC last met on 12/08/22 to plan upcoming forum. The EDSC is planning forum for their next meeting on January 26, 2022, to review the goals of the comprehensive plan and get public input.

School Fund-Selectperson Perrin- The School Fund Committee is meeting on 12/20/2022 from 5:30 pm to 6:30 pm.

Parks-Selectperson Berry- There has been no meeting. The next meeting is scheduled for January 04, 2022, at 6pm.

Planning Board-Selectperson Hodgetts- They met on November 22, 2022 and worked to define a farm stand and place of assembly. Their next meeting is tonight after this meeting.

Recycling Advisory Committee-Selectperson Berry- The committee discussed a proposed name change and charge. The committee is in discussions with a company that offers free recycling of textiles to towns. We are hoping that the bin will be placed next to the Garden to Garbage totes at the entrance to the Town Office. We appreciate the member who brought up this suggestion.

Living Well in NY-Selectperson Haile- There is a meeting tonight and report will be provided later.

Zoning Board of Appeals-Selectperson Hodgetts- The ZBA met on 11/28/2022 to hear an appeal on the Deacon Hayes project. The meeting started 5:00pm and ended 9:30 pm. Heard 4 articles and they will go over the remaining at a different meeting. Kevin Robinson was appointed as the new committee chair.

Recreation Advisory Committee-Selectperson Haile- The committee met in November 2022. Recreation in Cumberland and North Yarmouth is increasing after the pandemic. The programs have full attendance. They are feeling a lack of space where they usually have recreation activities. Board member Perry asked if this committee could give quick snapshot of numbers on the use of Wescustogo and the Community Center. How Many classes are happening and how many people served? Selectperson Haile advised it is not a committee question, but a question for Diane, Town Manger. Diane, Town Manager, advises Jackie did a report and it will be available in January 2023.

Joint Standing Committee-Selectpersons Berry & Sites- Nothing to report. No meeting scheduled.

Walnut Hill Parkway-Selectperson Sites & Hodgetts- Nothing to report.

Town Manager's Report, Diane Barnes: (35:35-40:02)

Community Resilience Partnership Grant

On November 30, 2022, the Town of North Yarmouth received a "Conditional Award Notification Letter" from the State of Maine Governor's Office of Policy Innovation and the Future for the Community Resilience Partnership community Action Grant on our grant application. The State is requesting updated cost estimates for the heat pump and LED lights.

Workers Comp Renewal

The January 1, 2023, renewal is 55.48% higher than the current year. The increase is due the increase in payrolls and the 64.71% increase in the experience mod from .85 to 1.4. We also received a 6% credit for being a dedicated member and a 10% credit for obtaining Tier III of the Workers Compensation Safety Incentive Program.

2022 Brown tail Moth Trapping Results-Wescustogo Hall

Devin Rowe, a PhD student at the University of Maine is researching Brown tail moth in the forest entomology lab led by Dr. Angela Mech. Brown tail moth, as you may be aware, is experiencing an outbreak that is resulting in defoliated trees and poison ivy-like rashes. He selected the Wescustogo Hall and Memorial Park research locations to monitor these moths starting this summer (June-August) and continuing over the next few years. Monitoring involved setting up 1-3 traps behind Wescustogo hall and Memorial Park, and the traps will have a lure designed to attract the males. These traps will not increase or decrease the overall moth population in our area but will help us keep track of population changes across the state. Each trap is unobtrusive (~1 ft) and would have a label indicating that it is a part of a state-wide monitoring program for Brown tail moth. It will also contain our contact information in

case an anyone has any questions about our research. He set up the traps in June, and visited every few weeks to check them, and then remove the traps in August. In addition, he will visit the site in the fall/winter to catalog the number of moth nests present and take some additional tree measurements. The summary statistics for the total BTM males caught per trap the park compared to the overall BMT males he caught per site throughout Maine this summer is as follows:

	Sum	Average	Median	Standard Deviation
Wescustogo Hall	1	0	0	1
State	367	19	7	22

Our site ranked 17/18th out of 19 for most BTM males caught at a site. He also collected 11 spongy moths (State average per site :41) This moth is an established pest in New England since the late 1800s. Their hairs are not toxic like the BTM caterpillar, but they are known aggressive leaf defoliators. Devon will be returning to the site later this winter to count BTM winter web nests.

Old Business: (40:03-42:28)

Board and Committee Appointment Process. Selectperson Haile provided an update to the board. She will be sending the draft policy out to the committee liaisons to share with the boards and committees for feedback. The committee type is referenced in the spreadsheet.



2022-2023 NY
Committees-Charge:

Public Comments: (42:29-47:14) Judy Potter, Walnut Hill Road.

Judy asked if there will there be public comment on the draft appointment process. Judy is concerned about how interviews are conducted. Only two board members are doing the interviews. Judy would like an update on how the Planning Board candidates were chosen. She feels the town does not know the criteria or how the members were picked. Chairperson Sites stated that the board was very clear on what they were looking for in a candidate. We cannot publish the questions to the town because we use the same questions over again.

New Business:(47:15-48:59)

TIF Amendments and Schedule Public Hearing and Special Town Meeting

Chairperson Sites, seconded by selectperson Perrin moved that the Select Board Schedule A public hearing to be held on Tuesday, January 17, 2023, at 7pm at the Wescustogo Hall & North Yarmouth Community Center, for the purpose of receiving public comments on the proposed First Amendment to it Village Omnibus Municipal Development and Tax Increment Financing District pursuant to the provisions of Charter 206 of Title 30-A of the Maine Revised Statutes, as amended. **Vote: 5/0**

Chairperson Sites, seconded by selectperson Perrin moved that the Select Board approve the warrant for a Special Town Meeting to be held on Saturday, February 4, 2023, at 10:00 am at the Wescustogo Hall & North Yarmouth Community Center to vote on the proposed First Amendment to the Town’s Village Omnibus Municipal Development and Tax Increment Financing District. **Voted 5/0**

Recycling Advisory Committee-Name and Charge Review (49:00-58:54)

Recycling Advisory Committee charge and potential name change presented by board member Andrea Berry. The committee would like to expand its charge to advise and assist the town in transitioning toward a zero-waste community, examining and highlighting opportunities to minimize waste in North Yarmouth. The committee will promote best practices for how the community consumes and disposes of goods and services. Due to the expansion, the committee would like to change its name from the Recycling Committee to the Waste Reduction Committee. **Selectperson Berry, seconded by selectperson Hodgetts moved to adopt the new name and charge. Vote 5/0**

Other Business: (59:00-1:05:58)

Selectperson Hodgetts would like the EV Charging Stations to be on the next agenda. He is concerned about not charging for the use of the stations. He said people are tying up spaces so no one else can use them.

Selectperson Hodgetts stated that the Yarmouth Water District has shut down the Hayes Well. He would like to have to have a representative attend a meeting in January to update the board.

Selectperson Hodgetts stated that the Purple House opened Saturday and the parking was a mess. He was concerned about accidents. He said the Sheriff's Department was called but the just drove by. Selectperson Berry also noted the traffic issue and was concerned about safety.

Selectperson Perrin welcomed and congratulated Trudy Bird on their opening. It was handled well, and the reviews we're amazing. Diane, Town Manager stated that she is working on scheduling a ribbon cutting for them.

Adjournment: (1:05:59-1:06)

Chairperson Sites, seconded Vice Chairperson Haile moved to adjourn at 6:20pm. vote 5/0.

Karen Casale, Recording Secretary

Select Board

Brian Sites, Chair

Amy Haile, Vice Chair

Paul Hodgetts

Katherine Perrin

Andrea Berry

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Standing Committees with statutory responsibilities

Task	Responsible Party
Notify Select Board of vacancy	Committee Chair
Review job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager
Coordinate outreach via committee Facebook, committee member outreach as appropriate/applicable	Committee Chair
Complete application	Candidate
Send application to Select Board liaison and committee chair	Town Manager
Develop interview committee of committee chair, selectboard members, town manager	committee chair, selectboard members, town manager
Develop interview questions	interview committee
Conduct interviews and discuss candidate qualifications	interview committee
Recommend candidate to Select Board for appointment	interview committee
Discuss and vote on candidate appointment per Town Charter	Select Board
Register candidate for appropriate MMA training	Town Manager

Standing Committees

Task	Responsible Party
Notify Select Board of vacancy	Committee Chair
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair
Complete application	Candidate

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Task	Responsible Party
Send application to Select Board liaison and committee chair	Town Manager
Develop interview committee of committee chair and committee members	Committee Chair
Develop interview questions	interview committee
Approve interview questions for legality	Town Manager
Conduct interviews and discuss candidate qualifications	interview committee
Share candidate qualifications and recommendation with committee, hold vote to recommend candidate	interview committee
Recommend candidate to Select Board for appointment	interview committee
Discuss and vote on candidate appointment per Town Charter	Select Board

Ad-Hoc Committees

Task	Responsible Party
Notify Select Board of vacancy	Committee Chair
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair
Complete application	Candidate
Send application to Select Board liaison and committee chair	Town Manager
Develop interview committee of committee chair and committee members	Committee Chair
Develop interview questions	interview committee
Approve interview questions for legality	Town Manager
Conduct interviews and discuss candidate qualifications	interview committee

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Task	Responsible Party
Share candidate qualifications and recommendation with committee, hold vote to recommend candidate	interview committee
Recommend candidate to Select Board for appointment	interview committee

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Recommended Timeline (6 Weeks)
ASAP
6 weeks from application deadline
4 weeks and 2 weeks from application deadline
4 weeks and 2 weeks from application deadline
rolling basis
1 week from application deadline
1 week from application deadline
1 week after application deadline
2 weeks after application deadline
Meeting following recommendation
ASAP

Recommended Timeline (6 Weeks)
ASAP
6 weeks from application deadline
4 weeks and 2 weeks from application deadline
4 weeks and 2 weeks from application deadline

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Recommended Timeline (6 Weeks)
rolling basis
1 week from application deadline
1 week from application deadline
1 week from application deadline
1 week after application deadline
2 weeks after application deadline
2 weeks after application deadline
Meeting following recommendation

Recommended Timeline (6 Weeks)
ASAP
6 weeks from application deadline
4 weeks and 2 weeks from application deadline
4 weeks and 2 weeks from application deadline
rolling basis
1 week from application deadline
1 week from application deadline
1 week from application deadline
1 week from application deadline

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Recommended Timeline (6 Weeks)
2 weeks after application deadline
2 weeks after application deadline



Keeping Cumberland County Warm

Maine
Cumberland **County**

HEATING ASSISTANCE GRANT PROGRAM OVERVIEW

Welcome & Overview

- Cumberland County has allocated \$ 1.3 million of its State & Local Fiscal Recovery Funds(ARPA) to support and address heating assistance needs within our region.
- The SLFRF program provides one-time, non-recurring federal funds to respond to the health and economic impacts of COVID-19.
- Funding is available to the local Municipalities General Assistance Department. The program will run until April 15, 2023.
- The County will be relying on the general assistance department of your municipality to assist with program administration.

County Contact for the Program:

Sandy Warren

Cumberland County Compliance & Audit Manager

warren@cumberlandcounty.org

[207-209-4940](tel:207-209-4940)



Keeping Cumberland County Warm

- Keeping Cumberland County warm is intended to provide additional heating assistance for persons or families that otherwise would not be eligible to receive funding via General Assistance due to income eligibility. The goal of the funds is to target families with incomes above the General Assistance and LIHEAP income caps but no more than 300% of the federal poverty guidelines.

Family Size	Minimum Income	Maximum Income
1	\$30,870	\$40,770
2	\$40,357	\$54,930
3	\$49,583	\$69,090
4	\$59,349	\$82,710

Eligible Activities and Expenses Include

Eligible activities are limited to heating assistance.

Eligible expenses for heating assistance include:

- **Oil**
- **Wood**
- **Propane**
- **Natural Gas**
- **Electricity**
- **kerosene**
- **Wood Pellets**

All utility bills provided must clearly outline the cost increase specific to wintertime heating vs. normal usage. It needs to be clear the funds are specifically targeting heating costs only.

GA will work with the vendors to provide direct payment on behalf of the client. Vendors should be reputable and reasonable in cost when compared to the current market rate pricing. Under no circumstances will cash payments be provided to clients or vendors.

Ineligible Expenses

Ineligible expenses are items that are not heating assistance. Expenses must follow the outlined distribution of funds requirements. Examples of ineligible expenses include:

- Cash payments
- Rental assistance
- Using County funds to supplement GA expenses.
- Food assistance
- All other expenses not related to heating assistance
- Surplus of supply, request must be reasonably proportional to need. For example a client may not request 15 tons of wood pellets to create a stockpile.

Distribution of Funds

- Each participating Municipality will sign a grant agreement with the County.
- The grant agreement will include a scope of work that will be jointly filled out by the Municipality and the County.
- Funds must be expended by April 15, 2023. All unused funds will be recaptured by the County and reprogrammed.
- The General Assistance department of your Municipality will conduct program administration, and use the guidelines provided to them by the County.
- County staff will be monitoring each Municipality to ensure funding is being used in a timely manner.
- The State and Local Fiscal Recovery Funds must be kept separate from all other funding sources.
- The distribution of funds is intended to support our community members in need, that are not eligible for existing GA and LIHEAP funding.

Reimbursements

- The County must follow C.F.R. 200 uniform guidance.
- The County is required to follow a reimbursement process for payments. This requires that funds are expended first, then reimbursed by the County.
- A total of \$50,000.00 will be granted to each participating Municipality.
- Reimbursement requests must include the following:
 - Completed and signed County Client Application
 - Income verifications, to prove income eligibility
 - Signed duplication of benefits form
 - Invoice from the vendor to the Municipality
 - Proof of payment to the vendor from the Municipality
 - Invoice from the Municipality to the County seeking reimbursement

Reimbursement Deadlines

- Expenditures cannot occur until a Municipality executes a grant agreement with the County.
- Expenditures after April 15, 2023, will not be reimbursed.
- Final invoices for reimbursement must be received by the County by May 15, 2023.
- Should a Municipality not expend the funding provided or fail to submit reimbursements by May 15, 2023, the County will recapture and reprogram funds.

Application and Duplication of Benefits



Keeping Cumberland County Warm Application

Instructions: the below information will be utilized to determine eligibility for heating assistance under the SLFRF program. The Keeping Cumberland County Warm heating Assistance Program helps qualified homeowners and renters pay for heating costs. Benefits include help paying for fuel and emergency fuel delivery. Households are eligible that are making above the income thresholds of GA & LHEAP but not more than the 300% Federal Poverty Guidelines.

Applicant Information:

- A. Name of Individual: _____
B. Address: _____ Phone: _____
County: _____

Declaration of Income and Family size:

I declare that my household income (select one) _____ month or _____ year was

\$_____. I also certify that a total of _____ people (including spouse, children, parents, grandparents, etc.) are living in my household.

Declaration of Assistance

I declare that I have receive the following assistance from other sources:

Ethnicity: (select only one) Hispanic or Latino Not Hispanic or Latino

Race: (select one or more)

- American Indian or Alaska Native Asian
 Black or African American Native Hawaiian or Pacific Islander
 White Other

Have you been impacted by COVID-19? If so please check the box that best fits you.

- Are you or your household considered to be Low-income if so Please circle, your income below
 COVID impacted your income



Keeping Cumberland County Warm Application Duplication of Benefits Affidavit

INSTRUCTIONS/INFORMATION:

The Affidavit must be signed by the head of household applying for financial assistance under the Keeping Cumberland County Warm (SLFRF) heating Assistance Program.

By signing this Affidavit, the applicant certifies to the accuracy of the information provided. Financial assistance available under this program comes from the U.S. Department of Treasury. If fraud is committed to obtain heating assistance, the applicant could be 1) required to repay all overpaid assistance received, 2) fined, and/or 3) imprisoned.

AFFIDAVIT

This Affidavit shall be considered part of the application for grant assistance through the Keeping Cumberland County Warm heating Assistance Program and is incorporated therein.

Read this carefully to be sure the information in it is true and complete before signing. The information affirmed by this Affidavit and included in the application is subject to verification by Treasury, The Cumberland County Compliance & Audit Manager, Local Municipal Ga, and their respective agents.

The undersigned, hereinafter referred to as "Applicant," affirms as follows:

1. The information provided herein and in the accompanying application is true and accurate.
2. Applicant has not received heating assistance from other sources, including supplemental employment, income payments, or any other grant, subsidy, or gift.
4. Applicant owns or rents the home/apt. (check one):

- Own
 Rent

By executing this Affidavit, Applicant acknowledges and understands that Title 18 of United States Code Section 1001 makes it a violation of federal law for a person to knowingly and willfully:

- (a) Falsify, conceal, or cover up a material fact;



Q&A

Maine
Cumberland **County**

KEEPING CUMBERLAND COUNTY WARM



Keeping Cumberland County Warm Guidelines

SLFRF Heating Assistance Guidelines

Heating assistance is a fundamental element of health, well-being, self-sufficiency, and economic mobility. Families struggling due to hardships caused by COVID-19 are at greater risk for energy insecurity. With more than 60 percent of Maine homes reliant on heating oil, compared to 4 percent nationally and between 24-42 percent elsewhere in New England, Maine is the most heating oil dependent state in the country.

The New England electrical grid, which supplies power to a majority of Maine, is also over-reliant on natural gas-generated electricity. This makes Maine distinctly vulnerable to the increased prices and volatility the global fossil fuel market is now experiencing.

Cumberland County recognizing these factors are directly contributing to a grim winter forecast for low-income families who face impossible choices among essential needs such as food, heat, and medicine. To address these and other negative economic impacts of the pandemic on households in our community Cumberland County created the Keeping Cumberland County Warm Program.

County Contact for the Program:

Sandy Warren

Cumberland County Compliance & Audit Manager

warren@cumberlandcounty.org

[207-209-4940](tel:207-209-4940)

This guideline is a brief over the program, for more information or to answer specific questions please reach out to Sandy Warren, Compliance and Audit Manager either via email warren@cumberlandcounty.org or 207-209-4940

Keeping Cumberland County Warm Guidelines

Program Eligibility:

To be eligible for Keeping Cumberland County Warm, you must be a resident of Cumberland County, Maine and you must need financial assistance with home energy costs. Funding is to support heating assistance in the form of oil, wood and propane. The County will support funding sources that include Electric or Natural gas, however the bill needs to clearly outline the costs increase from what is normal usage vs winter time increases. So it is clear the funds are specifically targeting heating costs only.

To be eligible, you must have an annual household income (before taxes) that is below the following amounts:

Income Guidelines

Family Size	Income minimums	Max Income
1	\$30,870	\$40,770
2	\$40,357	\$54,930
3	\$49,583	\$69,090
4	\$59,349	\$82,710

Eligible Uses:

The intention of keeping Cumberland County warm is to provide additional support heating assistance for persons or families that otherwise would not be eligible to receive funding via General Assistance due to income eligibility. The goal of the funds is to target families with incomes above the General assistance and LIHEAP income Caps for Cumberland County.

Eligible activities are limited to heating assistance. Clients can seek funds more than once, however funds must be reasonably proportioned to

Eligible expenses for heating assistance include:

- **Oil**
- **Wood**
- **Propane**
- **Natural Gas**
- **Electricity**
- **kerosene**
- **Wood Pellets**

Keeping Cumberland County Warm Guidelines

All utility bills provided must clearly outline the cost increase specific to wintertime heating vs. normal usage. It needs to be clear the funds are specifically targeting heating costs only. GA will work with the vendors to provide direct payment on behalf of the client. Vendors should be reputable and reasonable in cost when compared to the current market rate pricing. Under no circumstances will cash payments be provided to clients or vendors.

Ineligible Expenses

Ineligible expenses are items that are not heating assistance. Expenses must follow the outlined distribution of funds requirements. Examples of ineligible expenses include:

- Cash payments
- Rental assistance
- Using County funds to supplement GA expenses.
- Food assistance
- All other expenses not related to heating assistance
- Surplus of supply, request must be reasonably proportional to need. For example a client may not request 15 tons of wood pellets to create a stockpile.

Distribution of funds

The County will be relying on the general assistance department of your municipality to assist with program administration. Cumberland County residents will meet with local GA to determine income eligibility for Keeping Cumberland County Warm Program. The program has an application to be used by the municipality that outlines income guidelines and duplication of benefit requirements.

Each participating Municipality will sign a grant agreement with the County. The grant agreement will include a scope of work that will be jointly filled out by the Municipality and the County. Funds must be expended by April 15, 2023. All unused funds will be recaptured by the County and reprogrammed. The General Assistance department of your Municipality will conduct program administration, and use the guidelines provided to them by the County.

County staff will be monitoring each Municipality to ensure funding is being used in a timely manner. The State and Local Fiscal Recovery Funds must be kept separate from all other funding sources. The distribution of funds is intended to support our community members in need that are not eligible for existing GA and LIHEAP funding.

To distribute funds the County works off of a reimbursement process. Towns will have a maximum of \$50,000 to draw from the County. Expenditures cannot occur until a Municipality executes a grant agreement with the County. Expenditures after April 15, 2023, will not be reimbursed. Final invoices for reimbursement must be received by the County by May 15, 2023.

Keeping Cumberland County Warm Guidelines

Should a Municipality not expend the funding provided or fail to submit reimbursements by May 15, 2023, the County will recapture and reprogram funds.

The towns will initially expend the funds and then on a weekly, or monthly basis submit request for reimbursements to County Compliance and Audit Manager Sandy Warren for reimbursement by the County.

The State and Local fiscal recovery funds must be kept separate from all other federal funding. The County has created a specific application to be used for clients that meet the income eligibility. Though you may, with approval by the Compliance and Audit Manager use your own existing application as long as it addresses the same required information of the existing County application.

Mirroring the method used by LHEAP and GA, funding will not go to the client directly but rather to the vendor. Vendors should be reputable and be reasonable in cost when compared to the current market rate pricing.

Reimbursements

The County must follow C.F.R. 200 uniform guidance. The County is required to follow a reimbursement process for payments. This requires that funds are expended first, then reimbursed by the County. A total of \$50,000.00 will be granted to each participating Municipality. Reimbursement requests must include the following:

- Completed and signed County Client Application
- Income verifications, to prove income eligibility
- Signed duplication of benefits form
- Invoice from the vendor to the Municipality
- Proof of payment to the vendor from the Municipality
- Invoice from the Municipality to the County seeking reimbursement



Keeping Cumberland County Warm Guidelines

Heating Assistance Grant Application Documents

Please find enclosed the application documents for our heating assistance grant. Complete the forms in their entirety and return to your local GA office along with the additional requested information. Incomplete submissions will not be considered. Feel free to reach out with any questions.

Cumberland County Contact:

Sandy Warren

Cumberland County Compliance & Audit Manager

warren@cumberlandcounty.org

Keeping Cumberland County Warm Guidelines

Instructions: the below information will be utilized to determine eligibility for heating assistance under the SLFRF program. The Keeping Cumberland County Warm heating Assistance Program helps qualified homeowners and renters pay for heating costs. Benefits include help paying for fuel and emergency fuel delivery. Households are eligible that are making above the income thresholds of GA & LHEAP but not more than the 300% Federal Poverty Guidelines.

Applicant Information:

- A. Name of Individual: _____
- B. Address: _____ Phone: _____
 _____ County: _____

What do you have for a heating source? _____

Declaration of Income and Family size:

I declare that my household income (select one) _____ month or _____ year was \$_____. I also certify that a total of _____ people (including spouse, children, parents, grandparents, etc.) are living in my household.

Declaration of Assistance

I declare that I have receive the following assistance from other sources:

Please circle the category that fits your family size and income.

Income Guidelines

Family Size	GA Income Caps	LIHEAP Income Caps	Low-Moderate Income
1	\$15,156	\$30,869	\$30870- \$40,770
2	\$17,556	\$40,356	\$40,357- \$54,930
3	\$22,716	\$49,582	\$49,583- \$69,090
4	\$28,980	\$59,348	\$59,349- \$82,710

Ethnicity: *(select only one)* Hispanic or Latino Not Hispanic or Latino

Race: *(select one or more)* _____

- American Indian or Alaska Native Asian
- Black or African American Native Hawaiian or Pacific Islander
- White Other

Keeping Cumberland County Warm Guidelines

Have you been impacted by COVID-19? If so please check the box that best fits you.

- Are you or your household considered to be Low-income if so Please circle, your income below
- COVID impacted your income
- COVID impacted any or all of the following: livelihood, Mental Health, Physical health, food security

Applications that qualify for GA OR LIHEAP are ineligible for this program, income must be above LIHEAP levels but no more than the Low- Moderate Income. Expectation may be granted with written approval and justification. Approvals and justification must be submitted to the County Compliance and Audit Manager and approved prior to funding.

Funding must be reasonably proportional to your need. You may not receive more than your need or request a surplus.

I certify that the information that I provided is correct and true. I understand that this information will be used to determine my eligibility for assistance and if there is information found to be duplicative, I may be required to repay funds.

Applicant Signature: _____ Date: _____

Additional Required Documentation:

*Income Verification

*Copy of past-due utility bills if applicable to show cost of heat vs normal usage.

*Photo ID and proof of residency such as a utility bill. Or some way to identify that the client is who they say they are and lives at the location being assisted.

Keeping Cumberland County Warm Guidelines

Duplication of Benefits Affidavit

INSTRUCTIONS/INFORMATION:

The Affidavit must be signed by the head of household applying for financial assistance under the Keeping Cumberland County Warm (SLFRF) heating Assistance Program.

By signing this Affidavit, the applicant certifies to the accuracy of the information provided. Financial assistance available under this program comes from the U.S. Department of Treasury. If fraud is committed to obtain heating assistance, the applicant could be 1) required to repay all overpaid assistance received, 2) fined, and/or 3) imprisoned.

AFFIDAVIT

This Affidavit shall be considered part of the application for grant assistance through the Keeping Cumberland County Warm heating Assistance Program and is incorporated therein.

Read this carefully to be sure the information in it is true and complete before signing. The information affirmed by this Affidavit and included in the application is subject to verification by Treasury, The Cumberland County Compliance & Audit Manager, Local Municipal Ga, and their respective agents.

The undersigned, hereinafter referred to as “Applicant,” affirms as follows:

1. The information provided herein and in the accompanying application is true and accurate.
2. Applicant has not received heating assistance from other sources, including supplemental employment, income payments, or any other grant, subsidy, or gift.
4. Applicant owns or rents the home/apt. (check one):

Own

Rent

By executing this Affidavit, Applicant acknowledges and understands that Title 18 of United States Code Section 1001 makes it a violation of federal law for a person to knowingly and willfully:

- (a) Falsify, conceal, or cover up a material fact;
- (b) Make any materially false, fictitious, or fraudulent statement or representation; or
- (c) Make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government.

APPLICANT SIGNATURE

Applicant’s Signature

Co-Applicant’s (if any) Signature

(Print Applicant Name)

(Print Co-Applicant (if any) Name)

Keeping Cumberland County Warm Scope of work by the GA

Report Period: (December 2022- April 30, 2023)

Scope of Work

Project Name	Keeping Cumberland County Warm	
Operating Agency	General Assistance Department within Cumberland County	
Funds Amount	\$50,000.00	
Program Summary		
<p>Heating assistance is a fundamental element of health and well-being, self-sufficiency, and economic mobility. Families struggling due to hardships caused by COVID-19 are at greater risk for energy insecurity. With more than 60 percent of homes reliant on heating oil, compared to 4 percent nationally and between 24-42 percent elsewhere in New England, Maine is the most heating oil dependent state in the country. The New England electrical grid, which supplies power to a majority of Maine, is also over-reliant on natural gas-generated electricity. This makes Maine distinctly vulnerable to the increased prices and volatility the global fossil fuel market is now experiencing.</p> <p>Cumberland County recognizing these factors are directly contributing to a grim winter forecast for low-income families who face impossible choices among essential needs such as food, heat, and medicine. To address these another negative economic impacts of the pandemic on households in our community Cumberland County created the Keeping Cumberland County Warm Program.</p> <p>The general assistance department of your municipality within Cumberland County will meet with families to determine income eligibility for Keeping Cumberland County Warm Program. By accepting participation in the County's Program the Town or municipality will be charged with administration of the program on behalf of the County following preset guidelines established by the County.</p>		
SLFRF Objective	<input checked="" type="checkbox"/> Impacted classes experienced the general, broad-based impacts of the pandemic.	
	Service area:	
SLFRF USE	<input checked="" type="checkbox"/> Household assistance	
Beneficiaries/ Clients Served Projected		
Client Description	Income eligible families that do not qualify for GA or LHEAP but are below 65% AMI	Impacted Classes

Number of Clients projected to be Served			
Units of Service -			
Type of Unit of Service	Cost of heating assistance based on heating source		
Number of Units Provided	Consumption IE Gallons of oil		
Cost per Unit of Service	Average retail prices IE, Cost per gallon	\$	
Outcomes -			
Total number of Households that you project will benefit from funding:			
Budget Please outline a budget for this program			
\$			
\$	Cumberland County Funding		
%	Total Program Budget		
Leveraged Funds – Will you be using any other funding to support this program?			
\$			
\$	Federal	\$	Other grants
\$	State	\$	Endowment
\$	County	\$	Private Funds
		\$	Gifts in kind

Documentation

A. How will the beneficiaries' information be collected and documented?

B. How will the units of service be tracked and documented?

C. How will the outcomes be measured, collected, and documented?

Partnerships, Collaboration, and Outreach

If applying as a partnership, please describe the nature of the partnership, who is involved, and what agreement there is among partners. Partnerships are two or more organizations or businesses who will share valuable resources, work together toward a common goal, and increase efficiency in providing services.

If applying as a single entity please describe collaboration between service providers; coordination of services; or outreach to the community.

Include any additional collaboration, coordination or outreach as relevant to ensure there is no duplication of services.

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CUMBERLAND COUNTY GOVERNMENT

AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this day of January 2023 (the “Effective Date”), by and between Cumberland County, a governmental corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "County"), and Town of North Yarmouth, (hereinafter "Subrecipient"),

WITNESSETH:

WHEREAS, the County received funds (“SLFRF Funds”) from the United States Department of Treasury (“Treasury”), made available under the American Rescue Plan Act, Pub.L. 117-2, amending Title VI of the Social Security by adding section 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (the “Act”) to respond to the Covid-19 public health emergency or its negative economic impacts, consistent with the eligible uses enumerated in section 602(c)(1) and 603(c)(1), and the related Treasury regulations of 31 CFR § 35 (the “Program Rule”); and

WHEREAS, pursuant to said Treasury grant, the County desires to undertake eligible activities to make investments in Cumberland County to address the negative economic impacts of the public health emergency including the development and operation of Keeping Cumberland County Warm, a Heating Assistance program and has determined to carry out eligible activities in part through awards of SLFRF Funds to Subrecipients; and

WHEREAS, the County desires to engage the Subrecipient to address the negative economic impacts of the public health emergency through the Heating assistance to households impacted by COVID19, a permitted use under the ARPA Rule, and has awarded SLFRF Funds to the Subrecipient for such purpose (the “Project Award”); and

WHEREAS, upon the terms and conditions contained herein, the Subrecipient intends to use Project Award to provide heating assistance funding to Families struggling due to hardships caused by COVID-19 and are at greater risk for energy insecurity. Funding will not be directly disbursed to the families but rather vendors providing the heating source. (Hereinafter referred to as the “Project”);

NOW, THEREFORE, the County and the Subrecipient do mutually agree as follows:

I. GENERAL CONDITIONS:

The Subrecipient agrees to comply with the requirements of the American rescue plan act of 2021 and will carry out an activity that directly responds to the Coronavirus Pandemic and those Impacted. The Sub recipient also agrees to comply with the requirements of Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In consideration of Payments, The Subrecipient shall furnish all of the material and perform all of the work outlined within Exhibit A, which are attached hereto and made a part hereof, and the Subrecipient covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, specific to The American rescue plan act of 2021, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allow ability of certain expenses.

The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The following exhibits are hereby incorporated into this agreement and made part of it by reference:

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1. Exhibit A – Scope of work
 2. Exhibit B- Conflict of Interest
 3. Exhibit C- Assurance of Compliance with Civil Rights Requirements & Recovery Funds
 4. Exhibit D- Certification Regarding Lobbying
- a. **Independent Contractor:** Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the activities performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.
- b. **Publications:** The Subrecipient shall ensure any publications produced with funds from this agreement must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number 21.027 awarded to Cumberland County by the U.S. Department of the Treasury.”
- c. **Amendments:** The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both Cumberland County and Subrecipient.
- d. **Breach of Agreement Terms:** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement (in accordance with Section IX herein), in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- e. **Federal Regulations:** The following Federal Regulations are applicable to receipt of funds under the Act, and the Subrecipient, shall, to the extent required for the Use of Funds described herein, comply with the requirement of the foregoing regulations:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or

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condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- ix. (42 U.S.C. §§4601-4655) and implementing regulations.
- x. Generally applicable federal environmental laws and regulations.

f. **Lobbying & Political Activity:**

- i. **Lobbying Prohibition:** The Subrecipient certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Subrecipient shall require that the language of this certification be included in the award documents, if any, for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

- ii. **Political Activity Prohibited:** The Project Award provided under this Agreement shall not be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code. Sub recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

- g. **Applicability of Local Law:** To the extent applicable to the Use of Funds, the Subrecipient will comply with all local ordinances and regulations of the City of Westbrook, Maine.

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- h. **Anti-Discrimination:** The Subrecipient agrees to comply with the Maine State Human Rights and does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Treasury's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

- i. **Conflict of Interest:** The Subrecipient agrees to abide by the provisions of 2 C.F.R. § 200.318(c) with respect to conflicts of interest. No person who is an employee, agent, consultant, officer, elected official, or appointed official of the County, or of any designated public agencies, or of Subrecipient that are receiving funds with respect to the program who exercise or have exercised any functions or responsibilities with respect to the Use of Funds, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit directly or indirectly, from the Use of Funds, or have a financial interest in any contract, subcontract, or agreement with respect to the Use of Funds, or with respect to the proceeds of the Project Award, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for one year thereafter with the program assisted under this grant; and the Subrecipient shall take appropriate steps to assure compliance.

- (j) **No obligation by the federal government:** The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

- (k) **Program fraud and false or fraudulent statements or related acts:** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to the Agreement.

- (l) **Remedial Actions:** The County and the Subrecipient acknowledge and agree that in the event of noncompliance on the part of the County or the Subrecipient with the Act or the Program Rule, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339 against the County, and in the event that the County or the Subrecipient fail to use ARPA Funds for permitted under ARPA, then the County or the Subrecipient may be required to repay Treasury for the amount of funds used in violation of the Act. Notwithstanding the foregoing, if the Subrecipient has used the Project Award for the Use of Funds described herein, the County shall make a good faith effort to prevent the imposition of additional conditions or recoupment of the Project Award by the Treasury, and coordinate with the Subrecipient on the same.

- (m) **False Statements:** The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing the use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 2 CFR Policy requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with all applicable requirements and standards detailed in 2 CFR part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” which supersedes, consolidates, and streamlines requirements from OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable.

B. Documentation and Record-Keeping

1. Records to be maintained

The recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. The Subrecipient shall maintain all records required by the Federal regulations specified in 31 CFR 35, Section 9901 amended Title VI of the Social Security Act section 602, and Section 603 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the ARPA requirement of responding to the coronavirus.
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ARPA assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the ARPA program;
- g. Financial records as required by 2CFR; 2 CFR §
- h. Other records necessary to document compliance with.

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- i. Records shall be maintained in accordance with requirements prescribed by the County and by the U.S. Department of Treasury (Treasury) with respect to all matters covered by this Contract. Except as otherwise authorized by the County, such records shall be maintained for a period of four years from the date of submission by the County of the performance and evaluation report in which the specific activity is reported on for the final time.
- j. The County reserves the right to evaluate the Subrecipient's accounting, reporting, and internal control systems, and to require changes when in the sole opinion of the County, deficiencies exist. Failure on the part of the Subrecipient to implement required changes may result in the holdback of Payment of said Grant funds.
- k. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
- l. The Subrecipient shall submit to the County monthly performance reports documenting service delivery and project status data. *A Project Completion narrative documenting project deliverables and outcomes is also required by the County.* At such times and in such forms as the County may also require, there shall be furnished to the County such statements, records, reports, data, and information, as the County may request pertaining to matters covered by this Contract. The final report of expenses incurred under this Contract will be submitted to the County within 30 days after the termination date of the Contract.
- m. At any time during normal business hours and as often as the County or Treasury may deem necessary, there shall be made available to the County or Treasury for examination all of its records with respect to all matters covered by this Contract and will permit the County or Treasury to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract and related sub-contracts and sub-recipients. The County reserves the right to withhold final payment under the Contract to the Subrecipient for Grant expenditures until the results of the Subrecipient project's final audit are complete and found to be satisfactory to the County. A Subrecipient that expends more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Subrecipient may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse.
- n. The County reserves the right not to further fund Subrecipient whose administrative policies, in the sole and exclusive judgment of the County Manager, are not in the best interest of the recipients receiving Subrecipient services.

2. Program Income

The Subrecipient shall report quarterly all program income (as defined 2 C.F.R. § 200.307 Program income in EXHIBIT B) generated by activities carried out with ARPA funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 C.F.R. § 200.307 Program income. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall

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reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

3. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 31 CFR 35, Section 9901 amended Title VI of the Social Security Act section 602, and Section 603, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the County any ARPA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the ARPA program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment].

4. Relocation, Acquisition, and Displacement

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) (Uniform Act) except as provided in the implementing regulations at 49 CFR part 24, "Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs". The acquisition and disposition of all real property utilizing grant funds, and the displacement of persons, businesses, nonprofit organizations, and farms occur as a direct result of any acquisition of real property utilizing grant funds, the Subrecipient agrees to also comply with applicable County and local Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

5. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

6. Matching, Level of Effort, Earmarking

There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. SLFRF funds may only be used for the non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.

7. Rights to inventions made under a Contract Agreement

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Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.

8. Debarment and Suspension

The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the sub-recipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The sub-recipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

IV. PERFORMANCE REQUIREMENTS

A. Scope of Services: ARPA funds will be used to provide

ARPA Program Objective: Heating Assistance

Beneficiaries: Families above LHEAP income levels but below 65% of AMI, designated by Treasury as Impacted.

Units of Service: Total number of eligible Household serviced by the program.

The County will request on a regular basis, quantitative and qualitative information concerning the progress and management of this project. The subrecipient will be responsible for ensuring that the project director shall provide such information upon the request of the County.

The subrecipient further agrees that the Program Summary, type of service provided, and budget reflect the intent of the subrecipient and therefore, are a valid basis for monitoring the project.

The subrecipient understands that the performance of the County's obligations under this Contract are subject to Federal allocation of funds, receipt by the County of such funds, allocation by the County to the purposes set forth herein, and to the termination provisions herein.

If changes in the scope of work, project timeline, or budget are found to be necessary during the life of the contract, a written copy of these changes must be submitted to the County's Compliance Manager.

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Minor and major changes will be approved administratively unless, in the judgment of the County Manager, a change should be approved by the County Commissioners.

1. Special Conditions

[This section of the Agreement can be used to include special conditions specific to the particular activity or individual Subrecipient.]

<See application and program guidelines>

B. Conflict of Interest:

The subrecipient agrees to abide by the provisions of 2 C.F.R. § 200.318(c) with respect to conflicts of interest. No person who is an employee, agent, consultant, officer, elected official, or appointed official of the County, or of any designated public agencies, or of Subrecipient that are receiving funds with respect to the program who exercise or have exercised any functions or responsibilities with respect to ARPA assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit directly or indirectly, from an ARPA -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an ARPA -assisted activity, or with respect to the proceeds of the ARPA -assisted activity, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for one year thereafter with the program assisted under this grant; and the subrecipient shall take appropriate steps to assure compliance.

C. Insurance Bond:

The Subrecipient understands that the performance of the County's obligations under this Agreement are subject to Federal allocation of funds, receipt by the County of such funds, allocation by the County to the purposes set forth herein, and to the termination provisions herein. Liability Insurance.

Subrecipient agrees that it will procure and maintain during the term of this Agreement, such insurance as will protect from claims for damages. Subrecipient must have minimum coverage of \$400,000, include crime coverage, and name the County as an additional insured. The Subrecipient must furnish a certificate of insurance certifying such coverage to the County's Finance Director prior to disbursement of any funds. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law .

D. Bonding Requirements (Applicable to construction and facility improvement contracts exceeding \$100,000).

The Contractor shall comply with the following bonding requirements:

- A. For improvements equal to or greater than one hundred thousand dollars (\$100,000), a performance bond and a labor and material payment bond each in the full amount of the contract price shall be required; for improvements equal to or greater than one thousand dollars (\$1,000), but less than one hundred thousand dollars (\$100,000), the County's Director of Finance shall require surety in such form and amount as he deems necessary to fully protect the best interests of the County.

E. No obligation by the federal government.

The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

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F. Program fraud and false or fraudulent statements or related acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.

G. Remedial Actions.

In the event of Sub Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

H. False Statements.

The Sub Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

I. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), The County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

J. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), The County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

K. Domestic Preferences for Procurements.

A. As appropriate and to the extent consistent with Law, the Contractor, and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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V. TERM:

The Subrecipient's performance of this Agreement shall commence on the Effective Date and shall continue through and including **April 15, 2023** (the "End Date"), unless continued by agreement of the parties in written amendment executed prior to the said End Date or terminated earlier in accordance with Section IX herein (the "Term").

VI. Expenditures:

The Sub recipient shall expend not less than **\$50,000.00** in the performance of the terms of this agreement, of which **\$50,000** is to be (or has been) furnished by the County through the American Rescue Plan Act SLFRF. In expending said sum of **\$50,000**, the Subrecipient shall conform to the line item category set forth in the budget annexed to this Contract and as to each line item, shall expend no more than the amount set forth in said budget, except as the County may otherwise provide. The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. It is expressly understood and agreed that in no event will the total amount to be paid by the County to the Subrecipient under this Contract exceed **\$50,000** for full and complete satisfactory performance. It is further understood and agreed that the amount paid to the Subrecipient shall not exceed the approved budget for each line item.

Payments may be contingent upon certification of the subrecipients financial management system in accordance with the standards specified in 2 CFR 200.

VII. REIMBURSEMENT:

The SUBRECIPIENT will submit requests for payments on a monthly or quarterly basis. Or as needed based on project needs. The Subrecipient will ensure these requests for reimbursements are promptly provided to the County with any required backup. Failure to provide required documents for payment will result in either nonpayment or delay. **The SUBRECIPIENT will submit requests for payments on a monthly or quarterly basis.** <please circle> _____ <initial>

The SUBRECIPIENT may only request reimbursement for eligible expenses outlined in the Subrecipient's budget in Exhibit A.

Performance Reporting and Fund Requisition forms will be provided by the County to the Subrecipient. In addition, Procedures for such reimbursements shall be in accordance with applicable rules and regulations imposed by the County.

VIII. INDEMNIFICATION:

The Subrecipient will indemnify and hold harmless the County from any and all losses, claims, expenses, actions, cause of action, costs, damages and obligations caused by the negligent acts or omissions and/or any violation of applicable law or regulations by the Subrecipient, its officers, employees, agents, applicants or beneficiaries, excepting to the extent such losses, claims, expenses, actions, causes of action, or the violation of applicable law or regulation are caused by the County, its officers, employees, or agents. For purposes of this Contract any officers, employees, agents, applicants or beneficiaries of the Subrecipient act in an independent capacity and are not officers or employees or agents of the County.

IX. TERMINATION OF CONTRACT:

In accordance with 2 CFR §§200.338-342, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with the provisions contained in Exhibit B Appendix II to 2 CFR part 200.

A. Termination Contract for Cause:

If, through any cause, the subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by the subrecipient under this Contract shall, at the option of the County, become its property and the subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to the date of termination. Notwithstanding the above, the subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the subrecipient, and the County may withhold any payments to the subrecipient for the purpose of setoff until such time as the exact amount of damages to the County from the subrecipient is determined.

B. Termination for the Convenience of the County:

The County may terminate this Contract at any time for any reason, including a decision by the County Commissioners to reallocate funds allocated hereunder to other uses, by giving at least thirty (30) days' notice in writing to the subrecipient and specifying the reasons therefore. If the Contract is terminated by the County as provided herein, the subrecipient will be paid an amount which bears the same ratio to the total dollars allocated under this Contract, as the SUBRECIPIENT 's performance, up to the date of the notice, bears to the total performance required under this Contract; plus an additional amount for actual expenses incurred in performance during the period after notice and prior to the effective date of termination, not to exceed one/twelfth of the total dollars allocated under this Agreement.

C. Partial terminations

Partial terminations of the Scope of Service in Section IV. Paragraph A. above may only be undertaken with the prior approval of the County.

D. Suspensions

In the event that there is probable cause to believe the subrecipient is in noncompliance with any applicable rules or regulations, the County may withhold contract funds until such time as the subrecipient is found to be in compliance by the County or is otherwise adjudicated to be in compliance.

X. SLFRF PROGRAM OBJECTIVES:

The Federal Government's goal in advancing equity is to provide everyone with the opportunity to reach their full potential. Consistent with these aims, each agency must assess whether, and to what extent, its programs and policies perpetuate systemic barriers to opportunities and benefits for people of color and other underserved groups. Such assessments will better equip agencies to develop policies and programs that deliver resources and benefits equitably to all. The County is required to report on and has all internal and external sub wards submit the following Required Programmatic Data:

A. Beneficiaries- Income, race/ethnicity, Demographic Distribution (QCT)

During the term of this contract, the Subrecipient is required to meet one of the following objectives:

CUMBERLAND COUNTY
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1. Impacted households and communities. Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county.
2. Disproportionately impacted households and communities. These are Low-Income Households and communities with income at or below 185 percent of the Federal poverty guidelines or income at or below 40% of the area median income.
3. Other Populations or groups, beyond those presumed eligible that experienced pandemic impacts or disproportionate impacts and other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.

XI. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications, applications, and proposals, whether electronic, oral, or written between the County and the subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the County and the subrecipient have executed this Contract as of the date first above written.

CUMBERLAND COUNTY, MAINE

BY: _____ BY: _____
Witness James H. Gailey, County Manager

BY: _____ BY: _____
Diane Barnes, Town Manager North Yarmouth

EXHIBIT A

The following pages will constitute the scope of work.

CUMBERLAND COUNTY
Maine

Car Charging Stations Simplified

The town has two 240-volt Level 2 EVSE rated at 30 amps that deliver 7.2 kilowatts (240 x 30/1000). In one hour, that will send 7.2 kWh of electricity to a plug-in vehicle capable of servicing cars with onboard chargers rated at 7.2 kW or less. The town pays roughly .16 kWh including delivery or only $7.2 \times .16 = \$1.152$ per hour is our cost without solar; with solar this power, is created by the sun.

If someone visits the Community Center, it would most likely not be for all-day unless it was an employee. For example, a long-range car or largest battery car such as the Tesla would take roughly 6 hours to charge if the battery was completely dead; once fully charged, it would automatically stop drawing power. The 6-hour usage cost would be \$6.912. If a credit card is used, an additional 2.75 % is assessed to the user. Realistically considering the facility, it is foreseen an individual will plug in for maybe an hour or two, accumulating a cost under \$5.00 depending on the event or need for use. The same may be for those just needing to charge their vehicle, as they may not have the time to charge fully.

The solar panels on the roof so far this year appear to be 8 to 9 months of the year; the town is not pay anything for power. Whatever we charge the public, it would be considered town revenue. At \$7.00 a day, two charging stations, two cars plugged in for 12 hours a day, the town could see approximately \$829.44 a month; this would be extremely unlikely. Keep in mind the person would need to be in the building or sitting in their car for six hours for \$6.92, not worth the time—most people with electric vehicles plug-in at night at home, leaving with a full charge in the morning. My guess would be maybe someone uses it once or twice a week for a few hours and maybe \$10.00 profits.

The town would need to purchase a card reader to provide a form of payment for users to pay their 1.15 per hour. These readers would be installed at each charging station. I have done some research and have found that these machines are very temperamental, needing routine service. They are expensive to install and come with monthly fees. These are not your desktop slide machines. These upfront and running costs may not be recouped from revenue at this time. Maybe in 10 years, it might be something to consider looking at again, but my recommendation is at this time, it would undoubtedly be a loss. Thank you for your time!

Ryan Keith, Code Enforcement Office

Town of North Yarmouth

Manager's Note: The charging stations were a donation from Nissan in working with ReVision Energy. One of the terms of the gift is that they are available to the public for at least two years at no charge. It was not plainly conveyed in the initial discussions, but we have confirmed with ReVision that this term is correct.