

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, January 16, 2018  
7:00PM - Town Office Meeting Room**

**I. Call to Order**

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

- January 2, 2018

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

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

**IV. Management Reports & Communications**

- Town Manager  
    Monthly Report  
    Meeting w/CMP
- Department Head Bimonthly Reports (Nov-Dec)

**V. Old Business**

- Wescustogo Hall & NY Community Center - Liaison Update
- Barrett Made - Construction Documents Contract

**VI. New Business**

- Barking Dog Ordinance  
    Select Board Order Request  
    Ordinance - Amendments
- Economic Development Consultant RFP
- Spirit of America Award 2018
- Uncollectable Ambulance Fees 2015-17 - Waiver Request

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

- Accounts Payable

**VIII. Any Other Business**

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

**IX. Adjournment**

**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.

**Town of North Yarmouth  
Select Board  
Meeting Minutes of January 2, 2018**

**Call to Order**

Members Present: Jeanne Chadbourne, Jennifer Speirs, Anne Graham & Steven Morrison. Town Manager Rosemary Roy was also present.

**Minutes of Previous Meeting(s)**

Selectperson Graham moved to approve the Select Board Meeting Minutes of December 19, 2017. Selectperson Morrison seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No**

**Public Comment - Non-Agenda Items**

Steve Palmer of Mountfort Road – Chairperson of the Living Well Committee. January 27<sup>th</sup> 9AM-12PM will be the annual cribbage tournament at NYMS. January 31<sup>st</sup> there will be a blue moon snowshoe even located at Old Town House Park at 6PM, hosted by the Parks and Recreation Committee. LWNYS is looking to extend pickleball onto Tuesday & Thursdays and needs volunteers to supervise.

**Management Reports & Communications**

Committee Communications: Patrick Gilligan, Chair of the Economic Development and Sustainability Committee will be meeting with the Town Attorney to learn more about TIF development and bringing it into the Town in the future. Patrick has asked for the Planning Board's help in making zoning more appealing to potential developers.

Town Manager's Report: The Town Manager provided the Board with a verbal summary of her report.

Highlights:

- The Town Office facility will be receiving some additional pest control treatments in January.
- Town Manager Roy and CEO Ryan Keith will be meeting with a representative from CMP regarding possible widening of the main power corridor.
- Town Manager Roy will present the Select Board with updates to the town Personnel Policy at the next meeting.

2<sup>nd</sup> Quarter Financial Report: Expenses are under 50% for expenses at this point, it is expected that there will be upcoming expenses for repairs and Wescustogo groundbreaking. Revenues are at 52%. To date the Town has spent \$104,000 of the \$873,00 of reserve monies. Town Manager Roy will have up to date reports for the Board in the next few weeks.

**Old Business**

Wescustogo Hall & NY Community Center - Liaison Update: Selectperson Morrison attended the last WBDC Meeting. The committee is working on the final design of the building, including a straight roofline with a gable in the center. Barret Made is updating the plans and will have to the committee for the next meeting. The WBDC will be meeting every Thursday night in January.

**New Business**

Annual Town Meeting – Discussion: Chairperson Speirs proposed to hold the town meeting the last Saturday of April, the 28<sup>th</sup>.

Amy Horstman proposed to have childcare available during the meeting for families with young children, it may help attract more citizens to attend.

Donna Palmer of Mountfort Road volunteered, along with The Living Well committee, to organize the babysitting for the annual town meeting.

Selectperson Graham moved to set the Annual Town Meeting for April 28, 2018. Vice Chairperson Chadbourne seconded the motion. **Vote: 4 Yes - 0 No**

**Accounts Payable – Review & Approval**

Selectperson Morrison asked what the virtual town hall and vision government costs were. Town Manager Roy explained that they are annual fees for the website and assessing software.

Chairperson Speirs asked who the employees were that have not appeared recently. Town Manager Roy explained that they are Fire Rescue Department employees that are paid quarterly.

Chairperson Speirs moved to accept the accounts payable Warrants 24, 25 & 26 in the amount of \$110,158.04. Selectperson Morrison seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No**

**Other New Business**

Vice Chairperson Chadbourne voiced concerns about inappropriate material being put in the Garbage to Garden containers behind the fire station. Town Manager Roy explained that there have been no complaints from Garbage to Garden, but will keep an eye on the issue.

**Adjournment**

Chairperson Jennifer Speirs moved to adjourn.

Ashley P. Roan  
Recording Secretary

Select Board

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Jennifer Speirs, Chair

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Jeanne Chadbourne, Vice Chair

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Anne Graham

\_\_\_\_\_  
Stephen Morrison

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

**MUNICIPAL FACILITIES MASTER PLAN** - Department Heads and I met with Criterium's representative to discuss the remaining building assessments. The report is expected for delivery February 15th.

**PERSONAL POLICY CHANGES** - Due to additional changes needed that were recently distributed to municipalities regarding drug testing I will plan to submit review changes to the Select Board during the first meeting of February.

**MAINE EMPLOYEES RETIREMENT** - This is also an employee benefits area that is going through some changes that we had hoped to bring to the Select Board last December but is now pending until further notice.

**SOLAR FARM** - I met with two North Yarmouth business representatives who approached me about the possibilities of a Solar Farm at the location of the town's old landfill. They plan to provide me with a report/proposal in February on what a project like this would entail.

**FYE 17 AUDIT** - I am in receipt of the draft FYE17 audit and will be meeting with the auditor this week to discuss the findings. There do not appear to be any "red" flags, and the undesignated balance saw little change.

**GPCOG RAIL WITH TRAIL REPORT** - This report was delivered in hard copy to the Select Board mailboxes for your reference.

**PLANNING BOARD** - Staff and I have been diligently working with the Planning Board to provide a more mainstreamed, clearer process for applicants, Board members, and CEO staff. At their meeting held on January 14<sup>th</sup>, we came to definite conclusions which included the operation and clarification of Planning Board meeting materials, revisions of several Town applications, notification process, and Findings of Facts. This was a long process but the results excellent.

**WESTCUSTOGO BUILDING & DESIGN COMMITTEE** - A hard copy of the newly accepted design is included with these meeting materials.

**STATE TREE GROWTH PROGRAM** - Having reviewed the Public Meeting Notice from the state office and further researching any actions on this subject I have not received nor found any additional matter on this topic. As more information is released, I will update the Board.

**CENTRAL MAINE POWER** - Included in the Select Boards hard copy meeting materials is information provided to us by the representatives Ryan, and I met with earlier this month. I will address these following my report.

**ACTION ITEM - BUDGET COMMITTEE** - The Budget Committee held their first meeting last Thursday electing officers for the ensuing year and discussing the schedule for the FY19 budget season. They are asking if the Select Board would consider moving the joint meeting on Monday, February 26<sup>th</sup> to Monday, March 5<sup>th</sup>.

Respectfully,

*Rosemary*

Rosemary E. Roy, Town Manager



## Town of North Yarmouth

# Bi-monthly Report – Municipal Administration Department

Reporting Period: November & December FY18

### Collections

	FY17	FY18
• Excise Collection:	\$143,134.67	\$149,656.62
• Inland Fisheries & Wildlife Collections:	\$5,232.50	\$6,199.50
• PAYT Collections:	\$18,050.00	\$25,700.00
• Tax Collections:	\$109,295.31	\$322,773.15

### Voting

FY	Democrat	Green	Libertarian	Republican	Un-Enrolled	Total Voters
2017	1110	149	13	978	1113	3363
2018	1087	146	12	967	1098	3310

### Communications

*(number of subscribers)*

	FY17	FY18
• Reminders From Town Hall	699	729
• Facebook	737	866
• Instagram	116	162
• Twitter	125	169
• Town Hall Streams	unavailable	13
• Vimeo	50	17

### Changes/Updates

- Developed a “Resident Wellness Check List” with Chief Payson of residents who should be checked on during a storm, prolonged power outages and prolonged periods of cold weather.
- November Election 41% voter turnout, 1343 ballots cast, 3299 registered voters on Election Day.
- Election Reporting continues to the Secretary of State’s Office.
- Requested by the Cumberland County Sheriff’s Office to be on the interview panel for the 11/8/2017 Oral Boards for possible patrol officer new hires (interesting process).
- Annual Town Report for FY17 completed and available.

### Project(s) Update

- FY19 Budget process started.
- 14 Winter Storm Bags provided by the members of the Church of Jesus Christ of Latter-day Saints distributed with the assistance of Chief Payson and Lt. Tuemmler, to seniors who have difficulty getting out in the winter months.
- Volunteered at the Annual FireFighters 4 Kids Annual Pancake Breakfast fund raiser at GMS.
- Wreaths Across America: Coordinated reception for the 12/10/17 WAA Convoy with Lil Charron of WAA and Chief Payson.

### Coming Up

- Year End Payroll, MSHA & OSHA Processing.
- Jana Barnello WGME 13 Dirigo Stories – NET Cancer “plowing a path for a cure” PWD Plow Truck

Submitted by: Debbie Grover, Assistant Town Manager



# Town of North Yarmouth

Reporting Period: November 2017 & December 2017 (FY18)

## Bi-monthly Report - Fire Rescue Department

### Activity

	FY17	FY18
<b>Medical Calls</b>	26	29
<b>Fire Calls</b>	41	44
<b>Patient Evaluations</b>	26	29
<b>Transports</b>	9	25
<b>Public Assistance</b>	4	4
<b>Vehicle Accidents</b>	7	5
<b>Mutual Aid</b>	7	8
<b>Unauthorized Burning</b>	0	1
<b>Total Member Hours on Calls</b>	397.39	562.34
<b>Total Member Hours Training</b>	443.50	498.50
<b>Total False Alarms (Burglar) at Town Buildings</b>	Was not tracking in 2017	8
<b>Total Incidents</b>	<b>67</b>	<b>73</b>

**Changes/Updates** - As discussed in the past months, EMS medications are now a one for one exchange with the hospital, and the cost is borne by the Town of North Yarmouth to replace the medication. This program went live on September 18, 2017. Maine Medical Center and Mercy are still working on tracking and billing. As of yet, none of the agencies transporting to either hospital has been charged for medications. These costs were added to this year's medical supplies account budget to offset the charge of the medications. They still have not charged us for medications as of yet. It takes them awhile to catch up. Not sure when this change will take effect.

After the October 31<sup>st</sup> Wind Storm, members staffed the station to help the residents as a warming shelter and complete welfare checks in town. This was needed as most residents did not have power back until 11-04-2017. At the end of the workday on 11-04-2017, CMP still had 190 households without power. Everyone in the town had power back by the end of the day on Sunday 11-05-2017.

Call Hours are up slightly due to the Warming shelter being stood up during this period. Training hours are up slightly. This was due to receiving a donated building to burn for fire training. Members spent many weeknights at the training building in preparation for the live burn on December 12, 2017. Prior to December 12, 2017, Cumberland Fire, Gray Fire, Pownal Fire, and North Yarmouth utilized the building completing many items that are difficult to do without a real structure to train in. Collectively, we spent 186 hours training our communities prior to the burn date. On December 12, 2017, we completed live fire evolutions at the training site. Cumberland, Gray, Falmouth, Pownal, North Yarmouth, and Yarmouth participated. We had 68 firefighters from our community and the surrounding towns participating in this drill. Collectively, we had over 524 hours of structural fire attack training. This was an excellent opportunity to grow our mutual aid network and gave us the ability to work with firefighters we don't work with on a daily basis. For myself personally, it was a great day, organizing a plan to include 68 firefighters without having any issues was impressive. I couldn't have asked for better staff all the way around that day.

**Project(s) Update** - We were approved to spend our monies from Cumberland County EMA. We were authorized \$11,144.00 to purchase 10 Portable Radios and 2 Mobile radios. We spent \$10,732.64 on radios. We have authorized 10 portables, but I bought only 9 to allow Westbrook Police the monies they needed to complete their request purchase bulletproof vests for police officers. These radios have helped improve our radio communications; the mobile radios replaced radios that were falling and need of repair. The upgrade has also allowed me to place ID's on each radio that allows myself and dispatch know who is talking. This is important on a fire ground, if a member goes down or gets injured, he/she can activate a button on the radio that sends out distress over the radio even if the member is unable to talk.

**Coming Up** - I am still working with FEMA on Storm Declaration documents. I am attending a meeting at Maine Emergency Management in Augusta on 01-11-2017 to discuss documentation for the declaration. They have launched a website to help with the storm documentation and are holding training to teach EMA directors the program.

Submitted by: Gregory Payson, Fire Rescue Chief  
Date: 01-10-2018



## Bi-monthly Report - Public Works Department

### NOVEMBER - DECEMBER 2017

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#### **General Maintenance of Parks & Grounds:**

- Park trash pickup as needed basis;
- Planted tree in Village green with guidance from committee;
- Repaired Meeting house park kiosk which blew over in Halloween wind storm;
- Closed cemeteries' for the season.

#### **Heavy Equipment:**

- Maintenance of town's Fire Rescue and Public Works fleets is ongoing;
- Corrosion prevention program; wash trucks after every storm, difficult in cold weather;
- Work completed on converting PWD fleet from summer to winter mode - mounted plow frames, plows wings, and sanding equipment - serviced trucks as needed;
- Annual mandatory inspections completed.

#### **Road Maintenance:**

- Repaired road signs, MDOT & Mill Rd and New Gloucester Rd;
- Dirt roads graded - Sweetser, The Lane, Lufkin and Thunder;
- Catch basins - cleaned;
- General road maintenance to include several road kill pickups per week;
- Worked with several contractors on North Rd traffic issues; Estimates to make road wider and safer for pedestrians and cyclists for budget proposals;
- Paving contractor contacted and inspected Doughty, Haskell & Parsonage Rd's for more loose stone than expected from last summer's chip seal work; all is normal.

#### **Other:**

- Flags to half-mast as needed;
- Responded to several calls for the fire & security alarms at PWD facility;
- Assisted with holiday lights and decorations;
- CMP moved guy wire on Cumberland road for sidewalk machine clearance.

#### **Changes/Updates:**

- New employees completed snow plow training;
- We did not put out flashing speed sign – due to weather conditions.

#### **Projects:**

- Meet with several vendors for 18/19 budget numbers;
- Brush mowing started; will complete in spring or when snow recedes enough;
- Make winter sand in pit, store in shed, Stored and treat salt with Liquid Magic O;
- Received 4500 gals of Magic minus zero;
- Many repairs done at NYMS facility; roof, outside entrance doors, thermostats, changed locks, moved sign;
- Generators installed at the Town Office and Public Works facilities; PW operational;
- Inspect 10,000 gal fuel tank at NYMS per DEP guidelines;
- Moved the "Welcome" sign on RT 115 Yarmouth town line further up 115 for better visibility.

#### **Storms:**

- Brush clean up from Halloween wind storm;
- Opened public brush dump from storm clean-up;
- Handled 11 winter weather events; plowing, sanding/salting, sidewalk cleaning, shoveling Town office, Fire station, NYMS, Parks, hydrants;
- Closely worked with Fire Rescue to handle many downed trees, wires, etc. to keep as many roads, open as possible. Cleaned up storm debris and hauled to brush dump. Patrolled roads several times daily to replace cones and barricades protecting public road hazards from stolen or unauthorized moving of cones and barricades.



## Town of North Yarmouth

# Bi-monthly Report - Code Enforcement Department

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Reporting Period: November & December FY18

### Activity

	FY17	FY18
Occupancy Certificates	3	8
Building Permits	16	10
Plumbing Permits	13	13
Electric Permits	14	21
Septic Permits	7	7
Subdivisions	1	0
Contract Zoning	0	0

### Changes/Updates

Recently the staff and I have been working on the quarterly plumbing reports for the state; these reports are assembled and mailed in every quarter with all plumbing permits that have been pulled in town including both exterior and interior plumbing projects. With the recent power outage generators seem to be a hot item with residence, trying to prepare themselves a little better than they were with the November Storm. The cold weather has also triggered a number of heating system upgrades as heating systems are stressed. I am extremely impressed and happy to see all of the new renewable systems being installed throughout town, not seeming to waiver with the cold winter months.

### Planning

A new 10 lot Major subdivision being proposed off Greely road "Applewood" has gained momentum and is well on its way to being a new addition in town, just waiting on a few more items including approval from the PUC. All in all looking like a great addition to that side of town. The proposed homes are planned to be large high-end homes located in a cluster subdivision averaging ½ acre lots.

Our Ordinance review committee has been hard at work reviewing changes and housekeeping items within the Land Use Ordinance. This includes preparing for critical information being presented by the Yarmouth Water District as our window of time seems to be getting smaller and smaller.

The new Shoreland zoning regulations put in place by the State, are now being reviewed and edited by GPCOG and should be presented to the Planning Board in plenty of time to make any changes prior to presenting to the Select Board for comment. We really don't expect much many changes or impact as North Yarmouth is already very strict when it comes to Shoreland zoning and wetland areas. We are still working closely with the Comprehensive Plan Committee as well, and following the recent summit, we anticipate a positive reaction from all in support of zoning modifications. Once we receive information from the Yarmouth Water District things should really pick up.

### Coming Up

The Comprehensive Plan Committee and Planning Board have geared up production as the Town Meeting gets closer and timing is going to be important to the zone changes. The Yarmouth Water District has requested a meeting with key members of the Town, in order to lay all the cards on the table and make critical decisions for both entities moving forward.

Submitted by: Ryan Keith, Code Enforcement Officer/Planner



Hi Rosemary.

Attached is the revised agreement including revised language and scheduling consistent with the required deadlines you had noted in your email.

We also wanted to mention that in order for us to meet these stringent deadlines we will need to have answers to specific questions on a timely basis from the committee. As we discussed in a meeting here in the office a few months back we feel it would be best for us to meet with a smaller group comprised of a couple of members who can then report back to the larger committee in an effort to expedite this process. After the agreement is executed we plan to identify the critical path items and present the committee with a timeline that outlines these items with associated deadlines leading to the end of March and into construction. With the right framework in place we're confident everything will run smoothly but wanted to make you aware that this is how we will likely need to move forward in order for us to hit all the targets in front of us given the timeline for bonding, etc.

Let me know if you or others have additional questions for us, otherwise I'll plan to see you at tomorrow night's meeting.

Talk soon.

Kind regards,

.....  
**Matthew Ahlberg** . RA . NCARB  
Director of Design Services | [Barrett Made](#)

48 Union Wharf . Portland, Maine . 04101  
207-210-4421 (o) 207-613-1230 (c)

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BARRETT  
MADE

HOMES · SPACES · DETAILS

DESIGN + BUILD SERVICES AGREEMENT

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WESCUSTOGO HALL/NYMS RENOVATIONS  
NORTH YARMOUTH, MAINE

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PREPARED 2018.1.15

Re: Wescustogo Hall . 120 Memorial Highway . North Yarmouth, Maine  
Prepared: 2018.1.15

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Dear Ms. Roy,

We are pleased to present you with this agreement for design + build services for Wescustogo Hall. The deliverables and listed milestone dates are based on our current understanding of the project and related scope of services. The contract sum referenced below represents work that will be completed to 75% of design + build construction documents (CD). The contract includes project engineering services for civil/site, structural, mechanical, electrical, and plumbing as required and coordinated by Barrett Made in accordance with the project schedule and scope (See Article 1 Architectural Services Agreement).

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## 1. Project Proposal Dated 2017.1.15 | Total Proposal Amount \$75,000.00 (to 75% Design + Build Construction Documents)

Architectural deliverables include required design + build drawings, construction pricing as well as periodic presentations and meetings with the Wescustogo Building and Design Committee and Select Board, TBD (per Project Fee Timeline presented (2/21/2017)). Progress billing will be done on a monthly basis and will be prepared based on Barrett Made's proposed schedule and project timeline attached hereto as Exhibit A.

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## PROJECT SCOPE BREAKDOWN

**75% Design + Build Construction Documents/Professional Architectural Services** | 3 Design Staff Members and 1 Office Administrative Staff Member working part time for 4 Months. Included is document production time, consultant coordination, construction cost estimating, general project administration, periodic site visits, and presentations all in preparation for a design + build construction contract with Barrett Made to follow.

**75% Design + Build Consultants Services** | We will be utilizing the specialized services of consultants on this project (civil, structural, mechanical, electrical, and plumbing) with your approval. The cost of such services are included in this agreement. These services will be billed on a monthly basis per Article 1 of the Architectural Services Agreement.

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The milestone dates noted below are what we currently foresee as the project moves forward. Deliverables in accordance with these dates will be determined by direction provided by the Wescustogo Building and Design Committee as well as the Select Board and Town Manager and may be subject to change as required. Should the Town of North Yarmouth elect to pursue construction of the project, Barrett Made will provide a wholly separate construction contract outlining the details of the construction costs and timeline. Upon execution of the construction contract, Barrett Made shall credit the town of North Yarmouth fees associated with the Schematic Design phase of project development (\$32,500.00) per the Schematic Design Services Agreement previously executed with the Town of North Yarmouth.

## JANUARY/FEBRUARY 2018

- Kick-off design+build construction documents phase
- Fully define and refine project scope with Wescustogo Building and Design Committee

## FEBRUARY-END OF MARCH (30th) 2018

- Continued construction document production and coordination
- Ongoing construction cost estimating with subcontractor bidding and client coordination
- Ongoing consultant coordination as required
- Ongoing design coordination with Wescustogo Building and Design Committee, Town Manager and Town Select Board
- Coordinate project budgeting for bonding with Town Manager, Select Board and Town of North Yarmouth

Timeline Continued on Next Page

# DESIGN + BUILD SERVICES AGREEMENT

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## APRIL-JUNE 2018

- Ongoing construction detailing
- Ongoing consultant and subcontractor coordination
- Town bonding vote
- Execution of construction contract with Barrett Made

## FALL 2018

- Commence construction

THIS AGREEMENT, EFFECTIVE AS OF JANUARY 15, 2018 IS BETWEEN THE TOWN OF NORTH YARMOUTH, MAINE AND BARRETT MADE, 48 UNION WHARF, PORTLAND, MAINE 04101 FOR RENOVATIONS AND ADDITION(S) TO THE NORTH YARMOUTH MEMORIAL SCHOOL/WESCUSTOGO HALL LOCATED AT 120 MEMORIAL HIGHWAY, NORTH YARMOUTH, MAINE.

## ARTICLE 1: PROFESSIONAL ARCHITECTURAL SERVICES

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

## CONSULTANTS' SERVICES

We often use the specialized services of consultants on our projects, for example, structural or site consultants. The cost of such services are included in the project fee.

## ADDITIONAL SERVICES

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

## PERMITS

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

## ARTICLE 2: CLIENT'S RESPONSIBILITIES

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

## ARTICLE 3: COMPENSATION AND PAYMENTS

Client agrees to pay Barrett Made as follows:

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

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

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

## ARTICLE 4: ESTIMATED SCHEDULE AND PROJECT BUDGET

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

## Article 5: Termination of Services

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

## Article 6: Insurance and Liability

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

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

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

## Article 7: Ownership of Documents

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

## Unauthorized Changes

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

## Article 8: Dispute Resolution

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

Article 9: Regulations

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

American with Disabilities Act (ADA)

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

Article 10: Other Provisions

Publicity

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

Applicable Law

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

This agreement entered into:

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

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

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

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

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

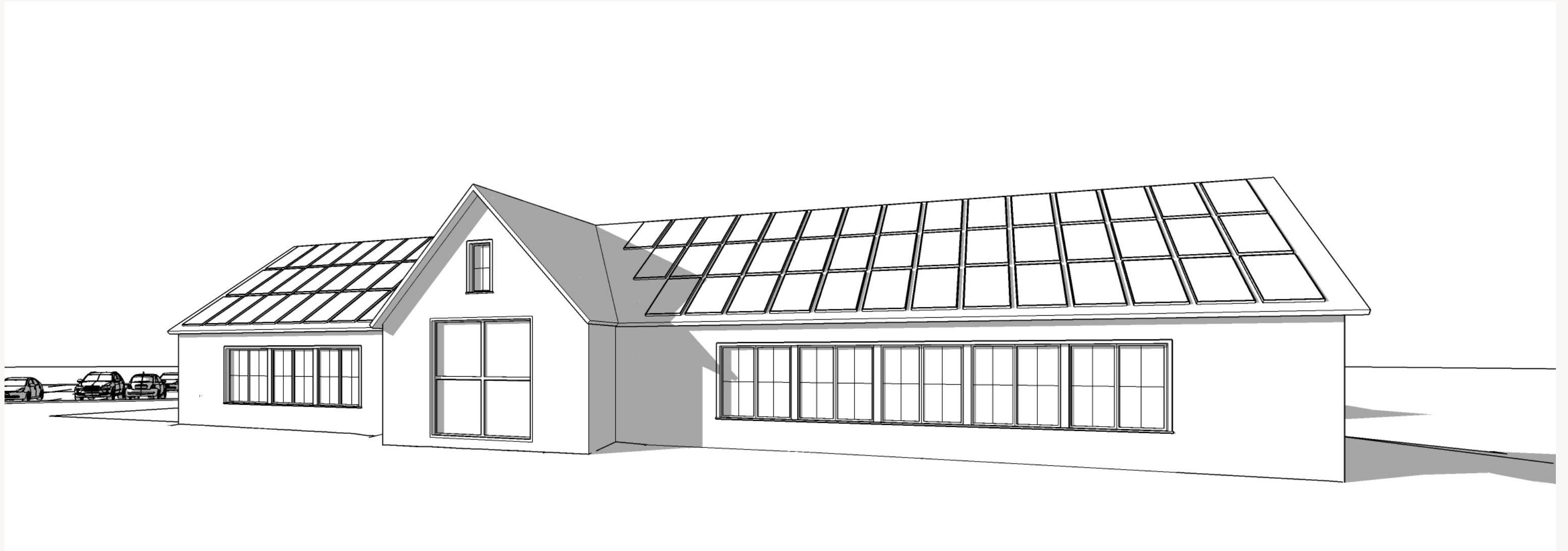
Date: \_\_\_\_\_

2018 Standard Labor Rates

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Owner	\$150hr
Director of Design Services	\$125hr
Project Manager	\$85hr
Project Designer	\$95hr
Project Admin	\$55hr
Lead Carpenter	\$65hr
Carpenter	\$55hr
Carpenter's Apprentice	\$45hr
Laborer	\$35hr





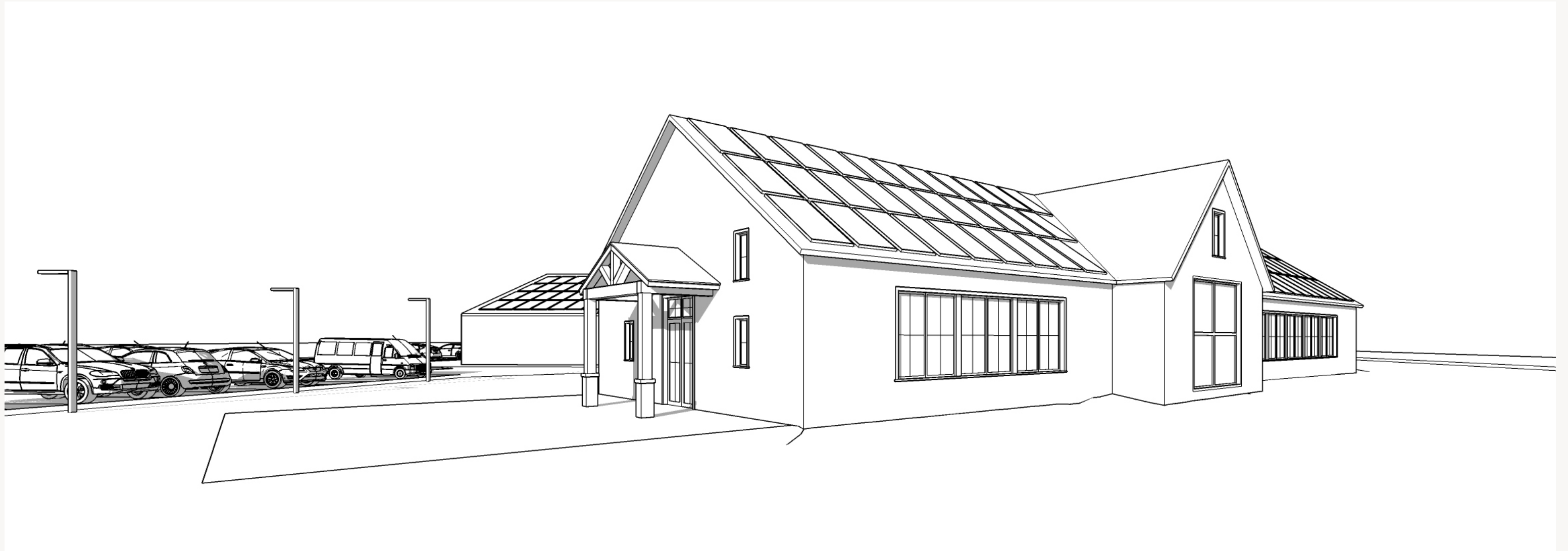
EXTERIOR VIEW:  
FRONT PERSPECTIVE

BARRETT MADE

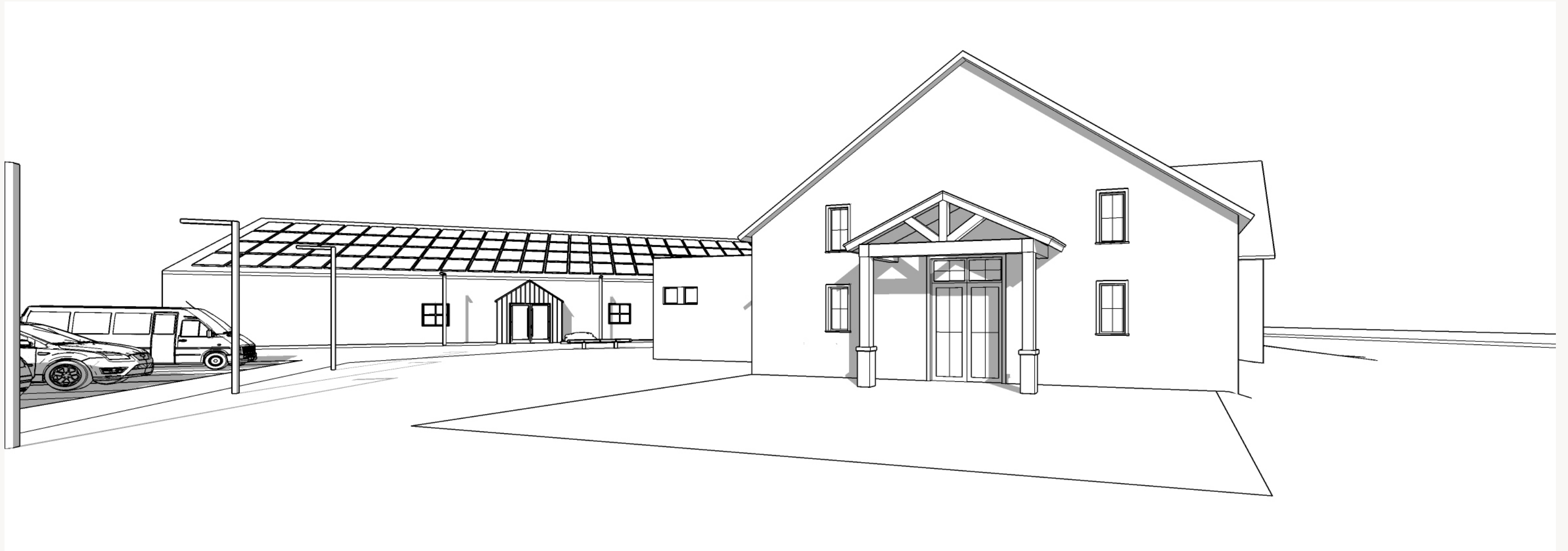
HOMES · SPACES · DETAILS

4 . JANUARY . 2018





EXTERIOR VIEW:  
QUARTERING PERSPECTIVE



EXTERIOR VIEW:  
SIDE ENTRY PERSPECTIVE

Date: January 12, 2018

To: Select Board

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

**RE: BARKING DOG ORDINANCE - REQUEST FOR SERVICE**

After receiving a complaint in my office and in discussing the situation with the Animal Control Officer, it is found necessary to bring before the Select Board in accordance with the Town's Barking Dog Ordinance a request for further action.

An Ordinance Regulating the Control of Barking Dogs in the Town of North Yarmouth Reads:

**IV. ENFORCEMENT** - Upon written complaint, signed and sworn to, the Animal Control Officer of the Town of North Yarmouth or any duly qualified State or Country law enforcement official shall investigate and may give written notice to the owner or keeper of such dog that such annoyance or disturbance must cease. The warning shall be made part of the complaint.

If the problem persists, the Officer shall submit a written report to the Board of Selectmen of findings and recommendations, together with a written complaint. The Officer, after investigation, may issue an interim order that such dog be restrained for a period not to exceed fourteen days to enable the Board of Selectmen to issue its order following receipt of the report of the Officer. Upon receipt of such report and examination of the complainant under oath, the Board of Selectmen may make such order concerning the restraint of such dog as may be deemed necessary. If the Board of Selectmen fails to act during the period of an interim order, upon expiration of the period, the order is automatically vacated.

Upon continuance of an annoyance or disturbance ordered ceased by the Board of Selectmen, such owner shall be guilty of a civil violation and upon conviction hereof in District Court, shall be punished by a fine as specified in the Town of North Yarmouth Application, License and Permit Fees Ordinance. All fines so assessed shall be recovered for use of the Town of North Yarmouth through District Court. Each day a violation continues to exist after notice shall constitute a separate offense. Following two convictions, the District Court may order that an animal be taken from its owner.

**Notes:**

- 1) ACO complaint documentation will be available on Monday, January 15<sup>th</sup> and distributed to the Select Board accordingly.
- 2) Following the determination of this request, the Board will review necessary changes to the Barking Dog ordinance.

# AN ORDINANCE REGULATING THE CONTROL OF BARKING DOGS IN THE TOWN OF NORTH YARMOUTH

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## I. PURPOSE ~~[Amended 06/16/12]~~

The purpose of this ordinance is to establish control of barking dogs in the Town of North Yarmouth by their owner or keeper at all times.

This Ordinance is enacted pursuant to the authority in Title 30A M.R.S.A., Sections 2101 and 3001 and the purpose of this Ordinance is to provide regulations in addition to those contained in Title 7 M.R.S.A. **Part 9, Chapter 725**, with respect to controlling barking dogs throughout the Town of North Yarmouth in the interest of the health, safety and general welfare of its residents.

## II. DEFINITIONS ~~[Amended 06/16/12]~~

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **CONTROL:** The power or ability to direct the proper and safe activity of an animal.
- B. **DOG:** Any of large and varied groups of domesticated animals in the canine family.
- C. **KEEPER:** ~~means~~ A person in possession or control of an animal.
- D. **NUISANCE COMPANION ANIMAL:** ~~means~~ A dog, which by loud, frequent and continual barking, howling, or other loud or unusual noises, unnecessarily annoys or disturbs any person at any time.
- E. **OWNER:** ~~means~~ Any person, firm, association or corporation owning, keeping or harboring an animal.
- F. **RESPONSIBLE PARTY:** ~~As used in this ordinance, the term "responsible party" means~~ Any person who has possession or custody of a companion animal. If a companion animal is in violation of the restrictions of this Ordinance, the owner of the companion animal and the responsible party are jointly and severally liable for the violation.

## III. ANIMAL NOISE ~~[Amended 06/16/12]~~

- A. Except as provided in ~~sub~~paragraphs (B) and (C) ~~below~~, no owner, or responsible party, shall permit or allow any dog to bark, howl or make other sounds common to its species if such sounds recur in steady, rapid succession for **twenty (20)** minutes or more or recur intermittently for one **(1)** hour or more.
- B. Section ~~III-(A)3-A~~ shall not apply if any dog has legitimate cause for provocation.
- C. Section ~~III-(A) 3-A~~ shall not apply to farm animals kept on a property located in the Town of North Yarmouth. For purposes of this exception, dogs are not "farm animals," and kennels are not "farms."

## IV. ENFORCEMENT: ~~[Amended 06/16/12]~~

- A. **Written Notice** - Upon written complaint ~~, signed and sworn to,~~ the Animal Control Officer (ACO) of the Town of North Yarmouth or any duly qualified State or Country law

## AN ORDINANCE REGULATING THE CONTROL OF BARKING DOGS IN THE TOWN OF NORTH YARMOUTH

---

enforcement official shall investigate and may give written notice to the owner or keeper of such dog that such annoyance or disturbance must cease. The warning shall be made part of the complaint.

- B. Second Notice** - If the problem persists, the Officer shall **issue a second warning to the owner or keeper. The Officer shall** submit a written report to the ~~Board of Selectmen~~ **Town Manager** of findings and recommendations **relating to the complaint.** ~~, together with a written complaint. The Officer, after investigation, may issue an interim order that such dog be restrained for a period not to exceed fourteen days to enable the Board of Selectmen to issue its order following receipt of the report of the Officer.~~ Upon receipt of such report and examination of the complainant ~~oath,~~ the ~~Board of Selectmen~~ **Town Manager** may ~~make such request an~~ order concerning the restraint of such dog as may be deemed necessary. If the ~~Board of Selectmen~~ **Town Manager** fails to act **within fourteen (14) days of receipt of said report** ~~during the period of an interim order, upon expiration of the period,~~ the order is automatically vacated.
- C. Continued Disturbance** - Upon continuance of an annoyance or disturbance ordered ceased by the ~~Board of Selectmen~~ **Town Manager**, such owner shall be guilty of a civil violation and upon conviction thereof in District Court, shall be ~~punished by a~~ **fin**ed as ~~identified~~ **specified** in the Town of North Yarmouth's **Fee Schedule.** ~~Application, License and Permit Fees Ordinance.~~ All fines so assessed shall be recovered for **the** use of the Town of North Yarmouth through District Court. Each day a violation continues to exist after notice shall constitute a separate offense. ~~Following two convictions, the District Court may order that an animal be taken from its owner. [Amended 06/12/10]~~
- D.** The owner or keeper of any dog that has been ordered to be restrained under this ordinance may file a request in writing with the **Dog Animal Control** Officer or duly appointed ~~Law~~ Officer that the order be vacated, and after investigation by the Officer, said Officer may vacate such order if **after investigation and review it is warranted.** ~~the order was imposed by him/her. If the order was imposed by the Board of Selectmen, the~~ **The** Officer shall submit a written report of his/her investigation, ~~with~~ recommendations, **and action** to the ~~Board of Selectmen, Town Manager.~~ ~~who may vacate the order.~~

### V. SEVERABILITY

The provisions of this ordinance are severable, and if any provision or part thereof shall be held invalid or unconstitutional or inapplicable to any person or circumstance, such invalidity, unconstitutionality or inapplicability shall not ~~a~~ffect or impair the remaining provision of this ordinance.

ADOPTED: March 11, 1983

AMENDED: June 12, 2010

AMENDED: June 16, 2012

**TO: Rosemary**

**FROM: Kerry Libby**

**RE: 1 Redmond Rd. Reports**

**DATE: 01/15/2018**

---



**Yarmouth Police Department  
Incident Report**

Page: 1  
01/15/2018

**Incident #: 17YAR-263-OF  
Call #: 17-25295**

Date/Time Reported: 09/18/2017 1018  
Report Date/Time: 09/20/2017 1536  
Status: No Crime Involved

Reporting Officer: Animal Control Officer Kerry Libby  
Approving Officer: Sergeant Kevin Pedersen

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
1	<b>FAULHABER, LAUREN V</b> 1 REDMOND RD NORTH YARMOUTH ME 04097	F	W	35	██████████	207-831-3195

Military Active Duty: N

BODY: NOT AVAIL.

DOB: ██████████

LICENSE NUMBER: ME 1427262

COMPLEXION: NOT AVAIL.

PLACE OF BIRTH: NOT AVAIL.

ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone (Primary) 207-831-3195

# EVENTS(S)

LOCATION TYPE: Residence/Home/Apt./Condo      Zone: Out of Town  
1 REDMOND RD  
NORTH YARMOUTH ME 04097

1 WARNING TO GOLDIVA GOLDENS AND GARDENS

# VICTIM(S)

#	VICTIM(S)	SEX	RACE	AGE	SSN	PHONE
1	<b>MCNEELY, BERNARD T</b> 1055 NORTH RD NORTH YARMOUTH ME 04097 DOB: ██████████ ETHNICITY: Unknown RESIDENT STATUS: Resident VICTIM CONNECTED TO OFFENSE NUMBER(S): 1 RELATION TO: FAULHABER LAUREN	M	W	52	*****	
						Neighbor
2	<b>MCNEELY, MEG M</b> 1055 NORTH RD NORTH YARMOUTH ME 04097 DOB: ██████████ ETHNICITY: Unknown RESIDENT STATUS: Resident VICTIM CONNECTED TO OFFENSE NUMBER(S): 1	F	W	50	*****	



## Yarmouth Police Department

Page: 1

NARRATIVE FOR ANIMAL CONTROL OFFICER KERRY L LIBBY

Ref: 17YAR-263-OF

On Saturday September 16, 2017 I was not working as the Animal Control Officer for Yarmouth/ North Yarmouth, however, I received an email from "Meg and BJ" McNeely who reside at 1055 North Rd. in North Yarmouth. The email was a complaint about their neighbors who live across from them on Redmond Rd. who own a Golden Retriever breeding business. Meg and BJ explained that they moved into their house in December and noticed immediately that the neighbor's dogs barked for hours in the evening almost every night. On Saturday evening, it was noted that the dogs barked from 1830 hours until 2130 hours which Meg and BJ found disruptive and impossible to fall asleep. They ended the email by asking about a town noise ordinance.

On Monday September 18, I reported to work and responded to the McNeely email. I provided them with the Town of North Yarmouth Barking Dog Ordinance and explained that I would attempt to contact their neighbor. I went to the area of 1055 North Rd. that same morning and identified the Golden Retriever Breeding business to be at 1 Redmond Way in North Yarmouth. There were two vehicles in the driveway but no one answered the door when I knocked. I left my business card on the front door before leaving. I then went to the North Yarmouth Town Office where I asked the clerks about the dog breeding business. They were able to show me the website which gave me the business name of Goldiva Goldens and Gardens. I also learned that it was owned by Lauren Faulhaber and I found her phone number and email address on the website as well. I tried calling and emailing Lauren that same day but was not able to make contact with her. I've left messages for Lauren and as of Wednesday September 20, I have received no correspondence back from her.

I have mailed a written notice to Lauren (09/20) providing her with the ordinance that she is in violation and a warning about the barking dogs. A copy of that written notice is included with this report.

Nothing further at this time.

Falmouth Police Department  
Call Number Printed: 01/15/2018

Page: 1

For Date: 09/18/2017 - Monday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>	<u>Priority</u>	<u>Duplicate</u>
17-29295	1018	Phone - Animal Complaint	Services Rendered / Poli	3	
Call Taker:		MG51 - Gregoire, Morgan			
Primary Id:		934 - Libby, Kerry			
Call Modified By:		CH18 - Buhelt, Cassandra			
Location/Address:		[NOX] 1 REDMOND RD			
Jurisdiction:		North Yarmouth			
Party Entered By:		09/18/2017 1102 MG51 - Gregoire, Morgan			
Involved Party:		MCNEELY, BERNARD T @ 1055 NORTH RD - NORTH YARMOUTH, ME 04097 SSN: 222466905 DOB: 05/16/1965 Sex: M			
Party Entered By:		09/18/2017 1103 MG51 - Gregoire, Morgan			
Involved Party:		MCNEELY, MEG MARGARET @ PO BOX 164 - NORTH BERWICK, ME 03906 SSN: 001489808 DOB: 02/21/1967 Sex: F			
Party Entered By:		09/18/2017 1104 MG51 - Gregoire, Morgan			
Modified By:		09/20/2017 1530 CH18 - Buhelt, Cassandra			
Involved Party:		RUBIN DE LA BORBOLLA, BRIAN PHILIP @ 17A SOKOKIS RD - BIDDEFORD, ME 04005 SSN: 427698290 DOB: 09/01/1973 Race: W Sex: M			
Party Entered By:		09/20/2017 1531 CH18 - Buhelt, Cassandra			
Involved Party:		FAULHABER, LAUREN V @ 1 REDMOND RD - NORTH YARMOUTH, ME 04097 207-831-3195 SSN: 006801594 DOB: 05/22/1982 Race: W Sex: F			
ID:		934 - Libby, Kerry			
Vehicle Entered By:		09/18/2017 1041 MG51 - Gregoire, Morgan			
Vehicle:		GRN 1965 ROV 2D SII109 Reg: AQ ME 74478 VIN: 25413689B			
Owner:		RUBIN DE LA BORBOLLA, BRIAN P @ 1 REDMOND RD - NORTH YARMOUTH, ME 04097			
Narrative:		09/18/2017 1019 Gregoire, Morgan			
		across from 1055 north rd - barking dog complaint			
Narrative:		09/18/2017 1143 Libby, Kerry			
		Received an email complaint Saturday morning from Meg and BJ McNeely at 1055 North Rd. The couple indicated that their neighbors at 1 Redman Way have a Golden Retriever breeding business and the dogs often bark for hours on end in the evening hours. Friday night, for example, dogs were heard barking from 1830 until 2130 hours.			
		I went out to 1 Redman Way Monday morning to try and speak with someone there. I located 2 vehicles in the driveway, but no one answered the door. I then stopped into No Yarmouth Town Hall where I learned that the Golden retriever business was named Goldiva Goldens and Gardens LLC. According to the website, the business is owned by Lauren Faulhaber who had her email and cell phone number listed. I called and emailed Lauren and am now waiting for a response.			

Refer To Incident: 17YAR-263-02

Falmouth Police Department  
Call Number Printed: 01/15/2018

Page: 1

For Date: 09/18/2017 - Monday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>	<u>Priority</u>	<u>Duplicate</u>
17-25295	1018	Phone - Animal Complaint	Services Rendered / Poli	3	
Call Taker:		MG51 - Gregoire, Morgan			
Primary Id:		934 - Libby, Kerry			
Call Modified By:		CB18 - Buhelt, Cassaundra			
Location/Address:		[NOY] 1 REDMOND RD			
Jurisdiction:		North Yarmouth			
Party Entered By:		09/18/2017 1102 MG51 - Gregoire, Morgan			
Involved Party:		MCNEELY, BERNARD T @ 1055 NORTH RD - NORTH YARMOUTH, ME 04097			
		SSN: 222466905 DOB: 05/16/1965 Sex: M			
Party Entered By:		09/18/2017 1103 MG51 - Gregoire, Morgan			
Involved Party:		MCNEELY, MEG MARGARET @ PO BOX 164 - NORTH BERWICK, ME 03906			
		SSN: 001489808 DOB: 02/21/1967 Sex: F			
Party Entered By:		09/18/2017 1104 MG51 - Gregoire, Morgan			
Modified By:		09/20/2017 1530 CB18 - Buhelt, Cassaundra			
Involved Party:		ROBIN DE LA BORBOLLA, BRIAN PHILI @ 17A SOKOKIS RD - BIDDEFORD, ME 04005			
		SSN: 427698290 DOB: 09/01/1973 Race: W Sex: M			
Party Entered By:		09/20/2017 1531 CB18 - Buhelt, Cassaundra			
Involved Party:		FAULHABER, LAUREN V @ 1 REDMOND RD - NORTH YARMOUTH, ME 04097 207-831-3195			
		SSN: 006801594 DOB: 06/22/1982 Race: W Sex: F			
ID:		934 - Libby, Kerry			
		Disp-10:19:42 Enrt-10:19:45 Arvd-11:02:02 Clrd-11:46:34			
Vehicle Entered By:		09/18/2017 1041 MG51 - Gregoire, Morgan			
Vehicle:		GRN 1965 ROV 2D SII109 Reg: AQ ME 74478 VIN: 25413689B			
Owner:		RUBIN DE LA BORBOLLA, BRIAN P @ 1 REDMOND RD - NORTH YARMOUTH, ME 04097			
Narrative:		09/18/2017 1019 Gregoire, Morgan			
		across from 1055 north rd - barking dog complaint			
Narrative:		09/18/2017 1143 Libby, Kerry			
		Received an email complaint Saturday morning from Meg and BJ McNeely at 1055 North Rd. The couple indicated that their neighbors at 1 Redman Way have a Golden Retriever breeding business and the dogs often bark for hours on end in the evening hours. Friday night, for example, dogs were heard barking from 1830 until 2130 hours.			
		I went out to 1 Redman Way Monday morning to try and speak with someone there. I located 2 vehicles in the driveway, but no one answered the door. I then stopped into No Yarmouth Town Hall where I learned that the Golden retriever business was named Goldiva Goldens and Gardens LLC. According to the website, the business is owned by Lauren Faulhaber who had her email and cell phone number listed. I called and emailed Lauren and am now waiting for a response.			

Refer To Incident: 17YAR-263-OF

### Regional Animal Control Office



**Serving the Towns of Yarmouth & North Yarmouth**

Kerry L. Libby  
Animal Control Officer  
klibby@yarmouth.me.us

September 18, 2017

**COPI**

Ms. Lauren Faulhaber  
1 Redmond Road  
North Yarmouth, ME 04097

Dear Ms. Faulhaber,

This letter is to inform you that I have received a complaint regarding dog(s) located at your address, 1 Redmond Road, North Yarmouth. On Friday, September 15, 2017, your dog(s) were outside at your address barking insistently from 6:30 pm to 9:30 pm.

I have tried to contact you several times via phone, email and have even left my business card at your property. Regretfully, you have not responded to my attempts to contact you. You are in violation of the Town of North Yarmouth's Ordinance Regulating the Control of Barking Dogs, Section III Animal Noise which states:

**Except as provided in subparagraph (B) and (C) below, no owner, or responsible party, shall permit or allow any dog to bark, howl or make other sounds common to its species if such sounds recur in steady, rapid succession for 20 minutes or more or recur intermittently for one hour or more.**

Your cooperation in this matter is greatly appreciated, as the next time a complaint is received, you may be summoned to court for violating the ordinance.

Should you have any questions or concerns, please do not hesitate to contact me. You may reach me through the Yarmouth Police Department at 846-3333, or via email at [ACO@Yarmouth.me.us](mailto:ACO@Yarmouth.me.us).

Regards,

Kerry Libby  
Animal Control Officer

Attachment

Falmouth Police Department  
 Call Number Printed: 12/15/2017

Page: 1

For Date: 12/15/2017 - Friday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>	<u>Priority</u>	<u>Duplicate</u>
17-33997	1026	Initiated - Animal Complaint		3	
Call Taker: DR90 - Schinzel, Danielle					
Location/Address: [NOY] 1 REDMOND RD					
Jurisdiction: North Yarmouth					
Initiated By: 934 - Libby, Kerry					
ID: 934 - Libby, Kerry					
Narrative: 12/15/2017 1027 Schinzel, Danielle					
Y52- barking dog complaint					
Arvd-10:26:00					

called on 12/15/17

Complainant:

Dorothy McAloney

1046 North Rd.

846-9061

Received AFTER written warning  
 was sent. Residents of 1 Redmond  
 Rd. Have NEVER called / emailed /  
 or reached out to ACD

*Complaint #1*

This was the emailed complaint that I received from the McNeelys back on September 16, 2017. Dorothy McAloney is also working on a statement for me which I hope to have before the end of the day.

*Animal Control Officer Kerry Libby*

Yarmouth Police Department  
200 Main St.  
Yarmouth, ME 04096  
PHONE: (207)846-3333  
FAX: (207)846-2433  
[ACO@yarmouth.me.us](mailto:ACO@yarmouth.me.us)

---

**From:** [vtsdmailer@vt-s.net](mailto:vtsdmailer@vt-s.net) <[vtsdmailer@vt-s.net](mailto:vtsdmailer@vt-s.net)> on behalf of Contact form at Town of North Yarmouth ME <[vtsdmailer@vt-s.net](mailto:vtsdmailer@vt-s.net)>  
**Sent:** Saturday, September 16, 2017 9:34 PM  
**To:** Animal Control Officer  
**Subject:** [Town of North Yarmouth ME] Barking Dog (Sent by Meg McNeely, [meg.mcneely@yahoo.com](mailto:meg.mcneely@yahoo.com))

Hello KLibby,

Meg McNeely ([meg.mcneely@yahoo.com](mailto:meg.mcneely@yahoo.com)) has sent you a message via your contact form (<https://www.northyarmouth.org/user/1543/contact>) at Town of North Yarmouth ME.

If you don't want to receive such e-mails, you can change your settings at <https://www.northyarmouth.org/user/1543/edit>.

Message:

I live at 1055 North Road, North Yarmouth. My neighbors across the dirt road from me have a golden retriever breeding business. My husband and I first moved here in December. We had concerns then when during freezing temperatures the dogs would be outside habitually barking. It has come to the point where this nightly occurrence that continues on and off for hours of dog barking is highly disrupting our peace and sleep. For example the dogs have been barking since we got home tonight at 6:30pm. It is now 9:30pm. We both get up for work at 4:45am. This is a problem. What is the time frame for a noise ordinance and why would dogs bark nightly for hours?  
Thanking you in advance for your attention in this matter.  
~Meg and BJ McNeely

*Complaint #2*

Per phone call with Animal Control Officer, Kerry Libby, this morning, January 15, 2017, this is what I have documented for an ongoing issue with the barking dogs at 1 Redmond Road, North Yarmouth.

On September 16, 2016 I spoke with Lauren Faulhabor, now Lauren Vessey, about the dogs barking throughout the night for several nights.

Again, on October 22, 2017 at 12:45 a.m. the dogs were barking, as had been the issue.

I wrote a note at the time through the North Yarmouth web site to the ACO, but apparently it did not transfer.

On December 13, 2017 I met with Rosemary Roy and talked about the barking dogs.

The dogs continue to bark early in the morning (6 a.m.) and at night.

Dorothy McAloney  
1046 North Road  
North Yarmouth, ME 04097



**Town of North Yarmouth  
Request for Proposal  
Economic Development Consulting Services**

The North Yarmouth Select Board and Economic Development & Sustainability Committee seeks proposals and cost estimates for an independent contractor that would provide economic development management and consulting services as described in this Request for Proposals (RFP).

**Background**

During the course of the past three years, the Town of North Yarmouth has succeeded in exploring its objectives and collected the necessary data relative to the Town's future economic stability and growth. The process involved working with professionals, town boards and committees, and the overall community. In April of 2017, the Select Board adopted and began implementing the Town's strategic economic development plan. In conjunction with this process, the Town Comprehensive Plan of 2004 has been undergoing an update schedule to be adopted at this year's Annual Town Meeting in April, and the draft plan supports the goals of the strategic plan.

The members of the Economic Development and Sustainability Committee (EDSC) are presently working on the design and development of Tax Increment Financing (TIF) Districts within the Village Center which will be new to North Yarmouth. The EDSC is also charged with the continued oversight and implementation of the strategic plan.

**Purpose**

The intention is to retain professional services that will provide guidance, expertise, and assistance to the EDSC, Select Board, and Town Manager in their goals to carry out the strategic economic development plan.

**Scope of Services**

The Town's fiscal year is conducted from July 1<sup>st</sup> to June 30<sup>th</sup>. It is the intent of the Select Board to award a contract for services beginning April 1, 2018, and to continue said contract through the next fiscal year ending June 30, 2019, at which time the agreement will be reviewed for renewal.

The selected Contractor shall demonstrate knowledge of economic development including research, target marketing, existing business retention and expansion, new business recruitment, small business development, entrepreneurial business development, infrastructure development, site acquisition and development, incentive funds, workforce training and growth, and other such activities.

The scope of work to be performed by the Contractor will include, but is not limited to the following:

1. Establishing a productive working relationship with EDSC, Select Board, Town Manager, staff, and existing economic development agencies such as Great Portland Council of Governments



(GPCOG) and be able to assist in responding to their requests for information and coordinate information and service as needed as it relates to the strategic plan.

2. Fiscal sense for the Town and financial sense for private sector employers and developers;
3. Assist the EDSC with economic development related funding and financing options for business expansions, associated infrastructure, and Tax Increment Financing (TIF).
4. Conduct necessary economic research that will assist the EDSC in its goal to continue to diversify the local economy, create employment opportunities, enhance the local tax base and create sustainability in the municipality.
5. Market our community to potential new businesses seeking to relocate or expand their operations.
6. Keep the EDSC and management up to date on market trends affecting our community.
7. Attendance at EDSC committee meetings, Summits, and other board or committee meetings will be required as needed.
8. Provide information and guidance for new and existing businesses in obtaining financial incentives.
9. Maintain familiarity with federal and state legislative and regulatory developments that will impact existing and new businesses in municipality and provide necessary advice to both businesses and public agencies to ensure a favorable business climate meeting the principles described in the strategic plan.
10. Research economic development grant opportunities for the municipality providing application support for such grants upon the approval of the EDSC and Town Manager, and provide direction on required grant reporting or grant administration through the completion of the award as necessary.
11. Provide a method or means to measure the outcome of efforts.
12. Assist the EDSC and Town Manager with project infrastructure design and administration of construction contracts for infrastructure supporting the community's vision of a walkable Village Center.
13. Development and management of database of available sites and building for business locations.
14. Enhance community and business website marketing.
15. Incentive packages and contract development and monitoring of performance.
16. Partnership and communication networks with local business.

17. Reflect the values and vision of the community that are likely to be supported over the long term, including consideration of the criteria developed by the municipality.

### **Conceptual Plan**

The Contractor shall provide a conceptual plan for the product and services believed to be appropriate for the municipality. The plan should indicate product features and outline personnel skills and services that distinguish the Contractor, incorporating suitable staff profiles. The staff profile should describe the Contractor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Three (3) references are to be included in the proposal.

### **Proposal Submissions**

Proposals shall include:

1. An executive review of the Town's Economic Development Strategic Plan and those services the firm will specifically assist/focus on;
2. Qualifications, services offered, and availability;
3. Proposed approach and scope of services for the project;
4. Outline of consultant, board, committee, and Town staff responsibilities;
5. Proposed schedule;
6. Proposed project budget itemized by task and total project cost;
7. Labor and direct costs should be identified by task; Hourly rates for project staff shall also be provided;
8. Per hour cost of travel and additional consulting (as may be requested) after deliverables have been received and accepted;
9. Relevant recent project experience;
10. References - include at least three (3) references (contact name, email address, and phone number) for similar projects.

### **Proposal Return**

Proposals will be accepted in either of the two following formats by no later than **Thursday, March 1, 2018, 3:00 pm**:

1. Sealed envelope, clearly marked "Economic Development Consultant" addressed to Rosemary E. Roy, Town Manager, Town of North Yarmouth, 10 Village Square Road, North Yarmouth, ME 04097. Submit one (1) hard copy; or
2. Email a clear/legible PDF to subject "CONFIDENTIAL - Economic Development Consultant" [manager@northyarmouth.org](mailto:manager@northyarmouth.org).

All inquiries should be directed to Rosemary E. Roy, North Yarmouth Town Manager at [manager@northyarmouth.org](mailto:manager@northyarmouth.org) or 207-829-3705 ext. 207. Any additional information not contained in the RFP but provided through the course of inquiry and significantly relative to the results of the proposals will be distributed to all interested parties through an email addendum from the Town Manager.

### **Evaluation Criteria**

Proposals will be evaluated by the EDSC and the Town Manager according to the following:

1. Qualifications of firm and project team members;
2. Previous related work and references;
3. Responsiveness to required project;
4. Timeline and goals;
5. Understanding of Town's Vision and Strategic Plan;
6. Proposal cost and terms.

Proposal reviews and interviews will be conducted during the period of March 2<sup>nd</sup> and March 15, 2018. It is the intent of the Select Board, EDSC, and management to award the proposed contract at the Select Board regular meeting of March 20, 2018.

### **Selection**

The Town reserves the right to accept or reject any or all Proposals submitted, to waive terms stated herein; to reopen the Request for Proposals process and seek new proposals if, in the judgment of the Select Board, to do so will best serve the interests of the Town of North Yarmouth.

### **Exceptions to Proposals**

The proposal shall identify and describe any and all exceptions contained in the proposal to any of the specifications defined in this request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately, and included in the proposal.

### **Additional Data**

The proposal shall include any additional information considered essential to the project, including any other service alternatives, with cost detail that the proposer desires to be considered during their deliberations and ultimate vendor selection.

## MEMORANDUM

Date: January 11, 2018

To: Select Board

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

**RE: SPIRIT OF AMERICA TRIBUTE**

Once again we have been asked by the Spirit of America Tribute organization to select a committee or individual to receive 2018's Spirit of America recognition award. The decision should be based on purpose, chosen activity, commitment, positivity, and valuable project results. The award will be announced at the Annual Town Meeting in April, and I would ask that the Select Board members complete their individual selections below and return them to me by the second meeting in February or before.

The Select Board may choose from any of the town's boards and committees some of which I have listed below or elect to pick one individual to receive this prestigious award.

**PLEASE SELECT ONE & RETURN TO MANAGER**

**Committees**

- Communications Advisory Committee
- Comprehensive Planning Committee
- Events Committee
- Flag Committee
- Living Well in North Yarmouth Committee
- Parks & Recreation Committee
- Wescustogo Building & Design Committee
- Other: \_\_\_\_\_

**Individual Committee Member**

Name: \_\_\_\_\_

Committee: \_\_\_\_\_

**Note:** Last year's (the Town's first) Spirit of America award went to the Wescustogo Building & Design Committee; Cumberland County also gave them this award.

**MEMORANDUM**

Date: January 10, 2018

To: Select Board  
 Fr: Rosemary E. Roy, Town Manager <sup>RR</sup>  
 Cc: Greg A. Payson, Fire Rescue Chief

**RE: Emergency Response Medical Reimbursement Non-Collectables**

The following is an accounting provided to the Town by Medical Reimbursement Services regarding accounts they consider, after substantial efforts, to be uncollectible. Following review of these accounts and discussions with Chief Payson I am requesting approval from the Select Board to waive the fees listed below any cease any further collection attempts.

**FYE 2015**

Run Number	Date of Service	Payer	Code	Uncollectable Amount
60-16-731:1	7/31/2015	SELF	60	\$191.16
60-16-5080:1	8/2/2015	SELF	60	\$687.44
60-16-809:1	8/9/2015	SELF	60	\$867.20
60-16-912:1	9/12/2015	SELF	60	\$669.60
60-16-917:1	9/17/2015	SELF	60	\$899.60
60-16-5608:1	10/11/2015	SELF	60	\$315.20
				<b>\$3,630.20</b>

**FYE 2016**

60-16-204:1	2/4/2016	SELF	60	\$149.81
60-16-209:1	2/9/2016	SELF	60	\$764.00
60-16-0518:1	5/18/2016	SELF	60	\$303.39
60-16-242:1	9/20/2016	SELF	60	\$630.00
60-16-5681:1	11/18/2016	SELF	60	\$250.00
				<b>\$2,097.20</b>

**FYE 2017**

60-17-019:1	1/17/2017	SELF	60	\$812.00
60-17-4402:1	2/9/2017	SELF	60	\$100.32
60-17-065:1	2/22/2017	SELF	60	\$851.60
60-17-094:1	4/9/2017	SELF	60	\$863.60
60-17-096:1	4/12/2017	SELF	60	\$613.20
60-17-117:1	4/29/2017	SELF	60	\$851.60
60-17-121:1	5/5/2017	SELF	60	\$642.00
				<b>\$4,734.32</b>
<b>Total</b>				<b>\$10,461.72</b>