

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, April 3, 2018
7:00PM - Town Office Meeting Room**

I. Call to Order

II. Special Presentation

- Wescustogo Building & Design Committee

III. Minutes of Previous Meeting(s)

- March 20, 2018

IV. 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.

V. Management Reports & Communications

- Town Manager's Report

VI. Old Business

- Wescustogo Hall & NY Community Center - Liaison Update
- Special Town Meeting Warrant - Signing
- Public Hearing Date - Bond Referendum Question

VII. New Business

- Acceptance of Donations
- Bi-Annual Appointment of Election Clerks
- Town Clerk Notifications - Specified Warrant Articles
- Annual Town Meeting Warrant - Signing

VIII. Accounts Payable - Review & Approval

- Accounts Payable

IX. Any Other Business

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

X. 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 March 20, 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)

Vice Chairperson Chadbourne moved to approve the Select Board Meeting Minutes of March 6, 2018, as edited. Selectperson Graham seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No**

Public Comment - Non-Agenda Items

Gary Whiting of Mill Ridge Road spoke about how critically important it is for the Select Board to inform residents of the costs associated with the Wescustogo project, including labor, interest, fit and finishes, etc.

Paul Napolitano of Mill Ridge Road is concerned of the tax impact that the Wescustogo project will have on the residents.

Management Reports & Communications

Board/Committee Communications:

- The Planning Board has approved ordinance changes to the land use ordinance regarding burial grounds and gravel pits/mining and excavation. The planning board is continually coordinating with Living Well and EDSC regarding the village center and senior housing. Apple Brook Subdivision was recently approved.
- Chris Cabot of the Comprehensive Plan Committee updated the Select Board on their progress on the Comprehensive Plan, a draft has been sent to the Select Board and other committees for their feedback. GPCOG has recommended some reformatting which is currently being worked on.
- Communications Advisory Committee has an upcoming newsletter that will be short and concise explaining what will be discussed at Town Meeting in April. Other topics to be included in the newsletter are the new broadcast channel, comprehensive plan and events at the Community Center. The Committee is hoping to send out six newsletters a year going forward.

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

Highlights:

- Wescustogo Hall: Following the March 15th forum two dates were established to offer more community dialogue. The dates are April 12th and May10th.
- Town Manager Roy suggested that the Yarmouth Water Board plan to attend the Select Board's meeting of April 17th to discuss the districts new groundwater model.
- Town Manager Roy recommended that the Select Board consider postponing a vote on Land Use Ordinance amendments and the new Town Comprehensive Plan at a Special Town meeting to be determined for an alternate date in 2018

The Select Board received the Department Heads Bi-monthly Reports.

Old Business

Wescustogo Hall & NY Community Center:

Liaison Update: There were two forums held since the last meeting, both went well. At the last WBDC meeting Barret Made presented the budget for the project, it came in at more than expected. Barrett Made is working on some alternative pricing to bring the cost down.

Bond Referendum Article - Second Draft: Town Manager Roy presented the second draft of the Bond Referendum Article that will be signed by the Select Board on April 3rd.

Joint Budget Workshop: The Select Board confirmed the Date of March 26th 6-8PM.

Economic Development Consultant: Maine Design Workshop has been selected by the EDSC for the 15-month consulting contract.

Chairperson Speirs moved to authorize Town Manager Roy to enter into a contract with Maine Design Workshop for the amount of \$67,900 for the period of 4/1/18 – 7/31/19. Vice Chairperson Chadbourne seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No**

New Business

Vice Chairperson Chadbourne discussed that some residents believe that the Town and Select Board are not being transparent enough and feels there needs to be a level of awareness going forward, of which the Select Board and Town Manager is committed to.

Accounts Payable – Review & Approval

Vice Chairperson Chadbourne moved to accept the accounts payable Warrants 36 & 37 in the amount of \$674,580.53. Selectperson Graham seconded the motion. Discussion: None. **Vote: 4 Yes - 0 No.**

Other New Business

None.

Adjournment

Chairperson Speirs moved to adjourn.

Ashley P. Roan
Recording Secretary

Select Board

Jennifer Speirs, Chair

Jeanne Chadbourne, Vice Chair

Anne Graham

Stephen Morrison



Town of North Yarmouth, Maine Special Town Meeting Warrant

To: Clark Baston, a resident in the Town of North Yarmouth, County of Cumberland, and State of Maine.
MUNICIPAL ELECTION NOTICE

GREETINGS: You are hereby notified that the Municipal Election, set forth in Articles 2 - 4 of this Warrant, will be determined on a printed ballot by a vote in conformity with sections 2528 to 2532 of Title 30-A of the Maine Revised Statutes, as amended, at the North Yarmouth Memorial School Gymnasium, 120 Memorial Highway, North Yarmouth, Maine on Tuesday the 12th day of June 2018. The polls will be open between the hours of 7:00 AM and 8:00 PM.

The Registrar of Voters, Debbie Allen Grover, gives notice that the registrar's office will be in session from 7:00 AM to 8:00 PM at the North Yarmouth Memorial School on Tuesday, June 12, 2018 for the purpose of registering new voters and correcting the current list of voters.

ARTICLE 1. To choose a Moderator to preside at said Special Town Meeting and Election.

ARTICLE 2. To see if the Town shall vote by referendum ballot to authorize the following:

Voted: **(1)** A capital improvement project consisting of the Wescustogo Hall and North Yarmouth Community Center as described as follows:

- a. To relocate and reconstruct the Wescustogo Hall on the former North Yarmouth Memorial School Site, in a substantially similar way as is described in design/build construction documents provided to the Select Board by Barrett Made dated March 15, 2018, which are available at the Town Office (the "Construction Documents"), and
- b. The Construction Documents include the removal of two (2) sections of the former North Yarmouth Memorial School, identified in the "Construction Documents" as the front and back sections of the facility, all subject to variances and contingencies that may occur, and
- c. The Construction Documents include retaining and renovating the sections of the former North Yarmouth Memorial School facility identified in the "Construction Documents" as the kitchen, hallway, gymnasium, and stage, and joining the preserved sections of the school facility to the Wescustogo Hall, all subject to variances and contingencies that may occur.

(2) A sum not to exceed \$3,430,000.00 is hereby appropriated to fund the costs of this project; and

(3) To fund this appropriation, the Treasurer and the Select Board Chairperson are hereby authorized, pursuant to the provisions of 30-A M.R.S.A. § 5772, to issue general obligation securities of the Town of North Yarmouth (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$3,430,000.00; and discretion to fix the date(s), maturity(ies), interest rate(s), denomination(s), place(s) of payment, form and other details of said securities, including execution and delivery of said securities on behalf of the Town of North Yarmouth, and to provide for the sale thereof is hereby delegated to the Treasurer and the Select Board Chairperson.

Select Board recommends approval.

Budget Committee recommends approval.

FINANCIAL STATEMENT

1. Total Town Indebtedness

A. Bonds outstanding	\$	0.00
B. Bonds authorized and unissued	\$	0.00
C. Bonds to be issued if this vote is approved	\$	<u>3,430,000.00</u>
Total:	\$	0.00

2. Costs

At an estimated maximum interest rate of 4.3% percent for a twenty (20) year maturity, the estimated costs of this bond issue will be:

Principal:	\$	<u>3,430,000.00</u>
Interest:	\$	<u>1,342,958.60</u>
Total Debt Service:	\$	<u>4,772,958.60</u>

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the estimates made of the costs involved, including varying interest rates, the estimated cost of interest on the bond amount to be issued and the total cost of principal and interest to be paid at maturity. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive, and the validity of the bond issue is not affected by reason of the variance.

Rosemary E. Roy, Treasurer

ARTICLE 3. To see if the Town will authorize the Select Board to appropriate and expend funds from other specific resources such as insurance proceeds, donations, and alike for purposes of assisting in the completion of the Capital Improvement Project known as the Wescustogo Hall & North Yarmouth Community Center.

ARTICLE 4. To elect by secret ballot:

- a) One (1) Selectman/Overseer of the Poor for a term of one (1) year;
- b) One (1) Selectman/Overseer of the Poor for a term three (3) years;
- c) One (1) MSAD #51 Board of Directors for a term of three (3) years;
- d) One (1) Cemetery Commission Member for a term of five (5) years;
- e) Three (3) Budget Committee Members for a term of three (3) years; and
- f) One (1) Yarmouth Water District Trustee for a term of three (3) years.

Given under our hands this 3rd day of April, 2018 at North Yarmouth, Maine.

Select Board

Jennifer Speirs, Chairperson

Jeanne Chadbourne, Vice Chair

Anne Graham

Steve Morrison

A true copy of the warrant,

Attest: _____, Debbie Allen Grover, Town Clerk

RETURN OF THE WARRANT

North Yarmouth, Maine April _____, 2018

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town qualified as herein expressed, to meet at said time and place, and for purposes therein named, by posting an attested copy of said warrant at the Town Office, North Yarmouth Variety, Ames Farm Center, Fire Rescue Station, and Toddy Brook Café in said town, being public and conspicuous places in said town, on the _____ day of April, 2018, being at least seven (7) days before the meeting.

Clark Baston, Resident



Town of North Yarmouth

10 Village Square Road
North Yarmouth, Maine 04097

207-829-3705 telephone
207-829-3743 fax
www.northyarmouth.org

To:	<u>Republican</u>	<u>Party</u>	<u>Democratic</u>	<u>Party</u>
	Richard	Brobst	Liza	Chandler
	Emma	Call	Audrey	Lones
	Stacy	Holden	Nancy	Lowell
	James	Knight	Richard	Lowell
	Lois	Knight	Bruce	Manley
	Ann	Seitz	Steven	Smith
	Rebecca	Tiedemann	Virginia	VanDyke
	Gail	Turner	Robert	Wood

Pursuant to: Title 21-A, sub section 503 of the M.R.S.A., The undersigned municipal officers of the Town of North Yarmouth do hereby vote to appoint and confirm you as Town of North Yarmouth Election Clerks. Your term of office is to expire on April 30, 2020.

Given under our hands on this the _____ day of _____, 2018

Jeanne Chadbourne

Anne Graham

Stephen Morrison

Jennifer Speirs

COUNTY OF CUMBERLAND, ss _____ **2018**

Personally appeared the above named

<u>Republican</u>	<u>Party</u>	<u>Democratic</u>	<u>Party</u>
Richard	Brobst	Liza	Chandler
Emma	Call	Audrey	Lones
Stacy	Holden	Nancy	Lowell
James	Knight	Richard	Lowell
Lois	Knight	Bruce	Manley
Ann	Seitz	Steven	Smith
Rebecca	Tiedemann	Virginia	VanDyke
Gail	Turner	Robert	Wood

who has been duly appointed by the Selectmen as an **Election Clerk** in said Municipality, and took the oath necessary to qualify him/her to discharge said duties for the ensuing year according to law. Before me,

_____Municipal Clerk.



BARRETT
MADE

HOMES · SPACES · DETAILS

ADDITIONAL SERVICES AMENDMENT

WESCUSTOGO HALL/NYMS RENOVATIONS
NORTH YARMOUTH, MAINE

PREPARED 2018.4.3

ADDITIONAL SERVICES AMENDMENT

Re: Wescustogo Hall . 120 Memorial Highway . North Yarmouth, Maine
Prepared: 2018.4.3

Dear Ms. Roy,

We are pleased to present you with this amendment for additional services for Wescustogo Hall. The deliverables and listed milestone dates are based on our current understanding of the project and related scope of services. This amendment to the contract executed on 1/17/18 below represents construction mobilization work that will commence upon execution of the amendment including bid solicitation and final project pricing in an effort to allow for commencement of construction as soon as possible after the scheduled town vote in June. As a part of these efforts Barrett Made will work with the municipality to identify and solicit bids from local subcontractors. Barrett Made will proceed with these services on a time and materials basis and will invoice monthly per Article 3 of the contract executed on 1/17/18.

1. Additional Services Proposal Dated 2018.4.3

Deliverables include:

- Commence construction pricing
 - Bid solicitation from subcontractors/vendors
 - Assemble bids and review with Select Board
 - Biweekly meetings with the Select Board to review updates and continued pricing efforts
-

APRIL 3rd, 2018 - June, 2018

- Commence pricing exercise and preconstruction efforts
 - Issue bid documents to subcontractors (approximate 4 week turnaround)
 - Assemble bids and review with Select Board (target date of mid-May dependent on execution of amendment)
 - Arrive at final construction pricing
-

This additional services amendment entered into:

Rosemary Roy, Client

Matthew Ahlberg, Architect

Robert Barrett, Owner

Date: _____

Date: _____

Date: _____



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DESIGN + BUILD SERVICES AGREEMENT

WESCUSTOGO HALL/NYMS RENOVATIONS
NORTH YARMOUTH, MAINE

PREPARED 2018.1.15

DESIGN + BUILD SERVICES AGREEMENT

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

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).

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.

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.

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

Wescustogo Hall | 2018.1.15

DESIGN + BUILD SERVICES AGREEMENT

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

BARRETT MADE

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48 Union Wharf | Portland, Maine | 04101 | 207.210.4421 | info@barrettmade.com

DESIGN + BUILD SERVICES AGREEMENT

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.

DESIGN + BUILD SERVICES AGREEMENT

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.

DESIGN + BUILD SERVICES AGREEMENT

Article 9: Regulations

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

American with Disabilities Act (ADA)

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

Article 10: Other Provisions

Publicity

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

Applicable Law

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

This agreement entered into:


Rosemary Roy, Client


Matthew Ahlberg, Architect


Rob Barrett, Owner

Date: 1-16-18

Date: 1.17.18

Date: 1.17.18