

AGENDA NOTES

Gorham Town Council Regular Meeting

May 1, 2018 – 6:30pm

Burleigh H. Loveitt Council Chambers

Sprinkler Demonstration by the State Fire Marshal's Office and Gorham Fire Department at 5:30pm in the Municipal Center Parking Lot

1. Public Hearing # 1 – Order 9330

Public hearing regarding a proposal to amend the Sprinkler System Ordinance to require sprinkler systems in new construction of residential units. (Ordinance Committee Spon.)

At your April 3, 2018 meeting the Council voted to instruct the Ordinance Committee to review expanding the Sprinkler Ordinance to include new 1 and 2 family homes. The Ordinance Committee voted 3-0 at their April 17, 2018 meeting to send proposed language back to the Town Council requiring all new 1 and 2 family homes to be sprinkled. The Ordinance Committee also recommended removing the requirement for fire ponds and other water supply sources from the Land Use and Development Code but still requiring hydrants in public water areas but allowing for extended distances between hydrants at the discretion of the Fire Chief. (Amendments to the Land Use & Development Code are in Item #9331) The proposed amendments to the Sprinkler Ordinance also increases the initial construction inspection(s) fee to \$75 from \$25 and increases the requirement to sprinkle when renovating an existing structure from 50% of the assessors building value to 75%.

If adopted, the changes to this ordinance would become effective immediately.

Chairman Hartwell received some material explaining potential problems with sprinkler systems from a citizen and it is attached in this packet. The Fire Chief will be providing a written response to the provided material as well.

2. Item # 9331

Action to consider amending the Land Use & Development Code to remove certain fire protection water supply requirements. (Ordinance Committee Spon.)

This item will send the recommendation of the Ordinance Committee to remove requirements for certain types of fire protection, namely fire ponds and water storage tanks, to the Planning Board for their review and public hearing. It also increases the distance between fire hydrants that may be allowed at the discretion of the fire chief.

3. Item # 9332

Action to enter into a three year agreement with the Greater Portland Transit District for a pilot bus service project to the Town of Gorham. (Admin. Spon.)

This item will enter the Town of Gorham into a three year agreement with METRO for the Huskie Line between USM in Gorham and Portland. As part of the three year agreement Gorham will get two bus stops and will need to provide \$35,000 a year which includes capital money for the bus stops as well as annual maintenance. At the time of the drafting of this memo, the final version of the proposed contract is still being reviewed by METRO's attorney. A reviewed copy by the Town's attorney is attached and any differences between the two versions

(expected to be minor) will be highlight at your meeting. Greg Jordan from METRO will be in attendance at your meeting to provide an update on the project as well as to answer any questions.

4. Item # 9333

Action regarding the June 12, 2018 School Budget Validation Election. (Admin. Spon.)

Sets the date for the School Budget Validation Election on June 12, 2018.

5. Item # 9334

Action to consider appointing a Town Councilor to the Greater Portland Council of Government's Regional Voice Committee. (Admin. Spon.)

GPCOG has established a Regional Voice Committee comprised of elected officials to review issues facing our region. Councilor Shepard volunteered to serve on the committee.

6. Item # 9335

Action to consider reviewing the Town's Senior Property Tax Relief Ordinance to better evaluate financial eligibility requirements of the ordinance. (Councilor Smith Spon.)

This item was tabled from the April 3, 2018 Town Council meeting to the May 1, 2018 Town Council meeting. The Town Council asked staff to prepare an analysis / breakdown of who may be eligible for a tax rebate under this ordinance.

Our Finance Director Sharon Laflamme has prepared tables that compare income vs. property tax. HUD numbers, which are used in the ordinance to determine eligibility, are classified by the number of people in a home. Sharon has prepared tables based on 90% of HUD (currently the cut off for eligibility in the ordinance), 80% of HUD, 70% of HUD and 60% of HUD should the Council wish to amend the ordinance.

A copy of the Senior Property Tax Ordinance that was approved in January of 2018 is also attached. Should the Council wish to amend the ordinance it should be sent to the Ordinance Committee for their review and recommendation.

7. Item # 9336

Action to consider appropriating funding from the Contingency Account to mediate minor water damage and mold in the "Old Town Office" on School Street. (Admin. Spon.)

This item will authorize the release of up to \$3,000 from the Contingency Account to mediate minor water damage and a mold issue in the Old Town Office on School Street which is currently being used by the Historical Society. Public Works will also be removing some carpets this summer as part of the fix and we expect the problem to be resolved without major issue.

8. Item # 9337

Action to consider establishing an annual permit fee for Mobile Vending Units as allowed in the Land Use & Development Code. (Admin. Spon.)

With the recent amendment to the Land Use & Development Code allowing Mobile Vending Units in certain zones in the Town of Gorham the Council needs to establish a permit fee. The Planning Department researched

fees in the area which vary between towns and cities and recommends an annual fee of \$500. To date, one vendor has approached the Town with interest in applying for a permit.

9. Item # 9338

Action to consider amending the O'Shea Family Trust from funding professional help with applying to college, to funding general projects in the Gorham School Department. (Admin Spon.)

A few months ago representatives from the O'Shea Family Trust approached the Town about modifying the conditions of their trust under Town stewardship to allow for "general project funding" through the Gorham School Department. The trust was established many years ago to assist with various charitable donations benefiting our school and currently provides funding for professional assistance in applying to college. The Town Council has allowed changes to the use of the trust several times of the years with the last being in 2004.

Staff recommendation is to allow the change and we appreciate the O'Shea Family's continued support of our local schools.

Residential Fire Sprinklers Problems with NFPA 13D

Prepared For: NAHB, February 8th, 2008

Prepared By: Richard Schunk, CEO Wyndham Homes, Inc.

Executive Summary: The subject of residential fire sprinkler systems for one and two family dwellings is complex and dynamic. There are many problems and issues in addition to those presented below and very few clear solutions. One of the underlying problems is that there are many types of residential sprinkler systems, each with its unique set of problems and solutions. The fire sprinkler manufacturers have done a good job of creating alternative systems for different applications, but have done a poor job of integrating these systems into one and two family dwellings. Until solutions for these problems are clearly identified and guidelines are available as to which systems integrate best under different circumstances, mass adoptions of mandates to install fire sprinklers in one and two family dwellings would only lead to mass confusion and increased costs of construction.

Fire sprinklers are not typically installed in one and two family dwellings throughout the United States. However, in recent years their use has grown as they have become mandated in some municipalities. The most obvious objection to sprinkler systems is their cost, but cost is not the only issue. There are many technical issues that must be resolved before considering installing sprinklers. The problems vary based on the type of water supply system (public vs. well) and with geographic location, primarily due to outdoor temperatures.

1. **Public Water Supply:** A typical domestic water supply for one and two family dwellings includes a 5/8" water service and meter and may include a water pressure regulator and/or a backflow preventer. All of these devices are designed for a typical residential water flow rate of 5 to 7 gallons per minute (gpm). They cannot deliver the 26 gpm required by a residential fire sprinkler system. At a minimum, all of these devices need to be increased in size, typically to 1 1/4". Increasing the size of these devices is a hidden cost that is often overlooked because it is part of the plumber's job, and is therefore not included in the fire sprinkler contractor's bid. In addition there are technical problems that must be addressed as follows:
 - A. A residential water pressure regulator (pressure reducer) that is increased in size to handle the higher fire flows will not properly reduce the water pressure when operating at the low flow rates that are typical in one and two family dwellings.
 - B. A water meter that is increased in size to handle the higher fire flows will not accurately register the low flows that are typical in one and two family dwellings. Additionally, many water purveyors' rates increase with the size of the water meter.

A simple solution to both of these problems is to connect the fire sprinkler system to the water service before both the pressure regulator and the water meter and to install a typical size residential pressure regulator and water meter to supply the home. However, most water purveyors' require that the pressure regulator be installed before the water meter, and because they also require that all water be metered, the fire sprinkler connection cannot be before the pressure regulator. Unfortunately, water purveyors' are not regulated by building codes and short of an act of Congress this is not a viable solution.

Another solution to these problems is to install a seconded larger water service dedicated to the fire sprinkler system. This solution is not only expensive initially, but will have ongoing cost because many water purveyors' have a minimum monthly rate per meter (even when there is no consumption). Also rates typically increase with the size of the water meter, so the fire sprinkler meter rates will be more than the rates for the domestic water meter. Again, adding a seconded larger water service and meter is a hidden cost that is often overlooked because it is part of the plumber's job, and is therefore not included in the fire sprinkler contractor's bid.

2. **Private Water Supply (Wells):** Water supplied from a private well is similar to that of a public water system in that the required flow rate is the same 5-7 gpm, however the source of the water is from a well that is typically 100 – 600 ft deep. A pump near the bottom of the well pumps the water into a small pressurized water storage tank (typically 40 gallons) located in the home. Again, increasing the size of these devices is a hidden cost that is often overlooked because it is part of the plumber's job, and is therefore not included in the fire sprinkler contractor's bid. In addition there are technical problems that must be addressed as follows:

- A. Similar to a public water supply, the well system components are sized for residential flow rates. If these devices are increased to handle the higher flow requirements of a residential fire sprinkler system they will not function properly for the home.
- B. It is often difficult or impossible to increase the capacity of a well to accommodate the demand of a fire sprinkler system. If the capacity of the well cannot be increased, the capacity of the storage tank will need to be increased such that it can store a minimum of 260 gallons. Because only a third of the volume of a pressurized water storage tank is stored water (the balance of the tank being occupied by pressurized air), this would require a tank that is approximately 780 gallons. Not only is such a tank expensive, it would be very large and may be difficult to fit into a home.

An alternative to a pressurized water storage tank is an open (not pressurized) storage tank. The advantage to an open tank is that all of the tank's capacity is available to store water, and therefore 260 gallons of water can be stored in a 260 gallon tank. This type of tank is significantly less expensive and smaller than the pressurized tank. The disadvantage of this type of tank is that water is stagnant and therefore can only be used to supply a stand-alone or independent fire sprinkler system and not a multipurpose system (see descriptions of system types below). Another disadvantage of this type of tank is that it requires a separate electrical pump dedicated to the fire sprinkler system. This pump not only adds to the cost, but will not function in the event of a power failure (see discussion about backup power supply below).

- C. Water from a well is pumped into the storage tank with an electric pump and because a backup power supply is NOT required by the code, a fire sprinkler system on a well would not function in the event of a power failure. A homeowner who did not realize this would have the false expectation that their fire sprinkler system was operational (when in fact it would not be). According to the United States Fire Administration, there is a greater concern for residential fires during or after a natural disaster or power outage since occupants will turn to optional sources of heat or power that could be hazardous. A simple solution to this problem would be to change the code to require a back-up power supply; however there is nothing simple about a backup power supply. A backup power supply would be either a generator or a battery system, both of which are expensive and require frequent maintenance.
3. **Water Softeners:** Residential water softeners are designed for low flow rates and not the higher flow rates required by residential fire sprinklers. This causes technical problems that must be resolved as follows:
- A. At the high flow rate required for sprinklers, the drop in water pressure through a residential water softener would be so significant that a fire sprinkler system would not function. On more than one occasion, design professionals for fire sprinkler systems have informed me that there is a device that would cause the water to bypass the water softener in the event of water flow in the fire sprinkler system. In all such occasions, I have thoroughly researched their claims and have found no such device that would solve this problem. Although I believe this device is theoretically possible, I am not aware of anyone that is working on designing it.
- B. Water softeners regenerate often, typically once a day. During regeneration, almost all of the water flow is used to backwash the softener (much the same as a swimming pool's sand filter). If a fire were to occur during this regeneration, the fire sprinkler system would be rendered inoperative due to a lack of water. A simple solution to this problem would be a water softener that would bypass itself during regeneration. Although I believe this water softener design is theoretically possible, I am not aware of anyone that is working on it.
4. **System Design Issues:** There are many different types of residential fire sprinklers, each with their own set of advantages and disadvantages. Fire sprinkler heads are simple devices that allow water to flow when the temperature at the head exceeds a preset limit. Each head functions independent of the other (they do not go off all at once as is often depicted in Hollywood films). Some of the different system types and associated problems are as follows:
- A. **Wet Systems:** In a wet system the fire sprinkler piping is always full of water. The advantage to this system is that it responds quickly to a fire and is less expensive than a dry system. The disadvantage to a wet system is that the water in the system could freeze if subject to below-freezing temperatures.
- I. One solution to this problem is to run all sprinkler piping inside interior walls and use wall mounted sprinkler heads instead of ceiling mounted sprinkler heads when the space above the ceiling is subject to freezing temperatures. A limitation to this is that sprinkler heads must be installed near the ceiling level, but in the case of a sloped or cathedral ceiling, the ceiling will continue to rise above the wall and may be too far from the sprinkler head. Another limitation to the wall mounted sprinkler heads is that

they must meet performance requirement for wetting the opposite wall near the ceiling level. In larger rooms, this may require increased water pressure or an increase in the number of sprinkler heads to adequately protect the room. In some cases it is simply not possible to adequately cover large rooms with wall mounted sprinkler heads.

- II. Another solution is to mix antifreeze into the water. A problem with this solution is that over time the antifreeze level in the system decreases and must be maintained. Maintaining the proper level requires periodic draining of the system and refilling with the proper mixture. This is not as easy as it sounds because the piping will not drain unless all the sprinkler heads are removed and compressed air is blown into the system to force out the water. This maintenance is not only expensive but potentially very messy and difficult to perform in a finished house full of furniture. In addition, antifreeze systems that are connected to potable water supplies must be equipped with a back flow preventer. This back flow preventer is in addition to the back flow preventer that may be required by the water company and will have to be large enough to handle fire flows. It will also require regularly scheduled inspections and maintenance, all of which add to the hidden cost of residential fire sprinklers.
- III. Another solution to prevent freezing is to install the fire sprinkler piping beneath the ceiling insulation. This requires the insulation to be installed flawlessly. Even a small uninsulated area would have catastrophic consequences. Although such a flawless job is theoretically possible it is impractical and can be easily compromised by other trades or the occupants if they disturb the insulation. Additionally, some people believe that installing insulation around the piping will prevent freezing; but this not so, insulation only slows down heat transfer and after prolonged exposure to very cold temperatures the pipes will eventually freeze. This is why the *International Residential Code* and the *International Plumbing Code* specifically prohibit any domestic water systems from being installed in exterior walls or unconditioned spaces.

B. Types of Wet Systems: There are two types of wet systems that are commonly used for residential fire sprinklers. The stand alone system and the multi-purpose system. The advantages and disadvantages are as follows:

- I. **Stand Alone System:** The stand alone system utilizes sprinkler piping that is completely independent from potable water piping.
 - a) The advantage to this system is as follows:
 - i. Antifreeze can be used to prevent piping from freezing if a backflow preventer is installed or if the water supply is from an open storage tank that is not connected to the potable water system (see discussion of open tanks above).
 - ii. Problems related to public water supplies, such as size of the water service, water meter, water pressure regulator, backflow preventer and water softeners can be eliminated with the use of an open storage tank and pump.
 - b) The disadvantages of this system are as follows:
 - i. The system is more expensive than the multipurpose system.

- ii. Unless an open storage tank is used to supply the water, the system is subject to the problems related to size of water service, water meter, water pressure regulator, backflow preventer, and water softeners.
 - iii. The system is rendered inoperable with the loss of power.
 - II. **Multipurpose System:** The multipurpose system utilizes the cold water piping that serves the plumbing fixtures in the home to supply the sprinkler heads. The advantage to this system is the reduced cost of installation. The disadvantage of this system are as follows:
 - a) Antifreeze cannot be used to prevent piping from freezing because the sprinkler piping and potable water piping are interconnected.
 - b) Cannot be used with well water unless large pressurized tanks are installed (see description of pressurized tanks above under Private Water Supply).
 - c) Cannot be used in conjunction with water softeners.
 - d) Sprinkler heads need to be NSF approved because most sprinkler heads contain lead which is incompatible with potable water systems.
 - C. **Dry Systems:** In a dry system the sprinkler piping is filled with compressed air. If a sprinkler head is activated by a fire, the air escapes and a control panel detects the loss of air pressure and opens a valve that allows water to enter the piping. The advantage to this system is that it is not subject to freezing. The disadvantage to this system is that it takes longer to respond to a fire (the air must be expelled before water can enter the piping) and it is significantly more expensive than a wet system. Additionally, dry systems require regularly scheduled inspections and maintenance and increase the overall complexity of the system. They also decrease design flexibility and available equipment choices and create a greater potential for internal corrosion of piping and equipment, all of which add to the hidden cost of residential fire sprinklers. Another limitation to dry systems is that NFPA 13D requires that they be approved for installation in one and two family dwellings. According to the National Fire Sprinkler Association no such system is currently approved. This is largely because the time needed to expel air from the system increases the response time and prevents it from meeting the requirements of residential sprinklers.
5. **Hidden Costs:** The installation cost is not the only cost for residential fire sprinkler systems. There are many hidden costs that have been identified throughout this document. In addition the following hidden cost must also be accounted for:
- A. Architectural plans for one and two family dwellings do not typically include a reflective ceiling plan. To properly design a residential fire sprinkler systems one needs to create a reflective ceiling plan showing the following:
 - I. Heating supply register locations
 - II. Heating supply duct locations
 - III. Light Fixture locations
 - IV. Ceiling Fan locations
 - V. Changes in ceiling heights
 - VI. Locations of soffits, drop beams, ceiling slopes, etc.

B. A fire sprinkler system design that shows the location of all sprinkler heads, the sizing of all piping, tanks, pumps, etc. The code is not clear as to the qualifications required to be a designer of a residential fire sprinkler system. This creates potential liability for builders as they cannot prove compliance with the requirements.

6. **Inspection:** The code is not clear on who should perform inspections and how many and at what stage of construction the inspections should take place. This creates potential liability for builders as they cannot prove compliance with the requirements.

7. **Miscellaneous Problems:** There are many problems that need to be addressed when designing a residential fire sprinkler system. Solutions for most problems are known if the designer has the appropriate experience. For example, heat from a dryer in a small laundry room has been known to falsely trigger sprinkler heads when the door to the laundry room is closed and the dryer is running; the solution is to install a sprinkler rated for a higher temperature. There are other problems that the fire sprinkler industry has yet to determine solutions for, such as a home with a two story foyer adjoining a two story family room; tests have shown that fire sprinklers installed in the family room ceiling will not activate fast enough to meet the requirements of a residential fire sprinkler system. One would think there must be a solution for this problem because fire sprinklers have been used for two story spaces in commercial buildings for years. However this is not so because the performance requirements for residential fire sprinklers are different than for commercial buildings; a definitive solution for this problem has yet to be found. This is a major issue for builders because in the event of a serious injury or death, the builder could be held liable if the sprinkler system did not meet the performance standards of the code.

There are many other problems and issues in addition to those presented herein. Until solutions for these problems are clearly identified and guidelines are available as to which systems integrate best under different circumstances, mass adoptions of mandates to install fire sprinklers in one and two family dwellings would only lead to mass confusion and increased costs of construction.

Disclaimer: The opinions and the information presented herein are that of Richard Schunk, CEO of Wyndham Homes, Inc. This information is presented solely to promote discussion on the use of fire sprinklers in one and two family dwellings. Use of this information for any other purpose is solely at the risk of the user and neither Richard Schunk nor Wyndham Homes, Inc. shall have any liability or responsibility for such use or for the accuracy or completeness of any of the information expressed herein.

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
THE GREATER PORTLAND TRANSIT DISTRICT
AND
THE TOWN OF GORHAM
REGARDING
METRO BUS SERVICE PILOT PROJECT**

THIS AGREEMENT is made by and between Greater Portland Transit District, a body politic and corporate, ("METRO") and the Town of Gorham, a municipal corporation of the County of Cumberland and State of Maine (the "Town"), (each a "Party" and collectively the "Parties").

WHEREAS, METRO has been working collaboratively with the Town and other municipal corporations of the State of Maine (collectively, the "Municipal Partners") to develop regularly scheduled public bus transit services between the City of Portland and municipalities located west of the City of Portland along the Route 25 corridor, including the Town, as part of the Metro Transit West Project (the "Project"); and

WHEREAS, on October 17, 2016, the Gorham Town Council approved the Town's participation in a three-year pilot project with METRO (the "Pilot Phase"); and

WHEREAS, METRO is authorized to provide public transportation pursuant to Title 30-A, Chapter 163 of the Maine Revised Statutes, as amended, and is a designated recipient of federal funding distributed by the Federal Transit Administration under Section 5307 of the Federal Transit Act, as amended; and

WHEREAS, the Parties intend to work collaboratively and in good faith with each other and with other Municipal Partners to extend the Project beyond the Pilot Phase should each Party determine at the end of the Pilot Phase that the Project represents a good value and remains a worthwhile public expenditure, and the Parties therefore desire to establish processes and performance measures that will aid them in those future determinations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. This Agreement authorizes METRO to launch and operate public bus transit services within the geographic boundaries of the Town and sets forth the responsibilities of each of the Parties.

2. Effective Date; Term. This Agreement shall commence on July 1, 2018, and shall remain in force until June 30, 2021, unless earlier terminated under the provisions of paragraph 6 hereunder, or until superseded by a new agreement. The Agreement may be renewed or extended only with mutual written agreement of the Parties.
3. METRO Responsibilities.
 - a. Pilot Phase. METRO agrees to undertake the Pilot Phase of the Project as follows:
 - i. Launch and Operation. METRO agrees to launch the Project and operate a non-exclusive express bus service between the Town of Gorham, the City of Westbrook and the City of Portland, which will include passenger pick-up and discharge within the geographic boundaries of the Town and will include passenger pick-up and discharge within the geographic boundaries of other Municipal Partners (the "Service") including on the Gorham and Portland campuses of the University of Southern Maine. As a part of the Project and as required by federal law, METRO agrees to provide ADA Paratransit to individuals who are eligible. The Project will launch on or about August 27, 2018.
 - ii. Routes, Schedules, and Fares. METRO agrees to pick up and discharge passengers at 1-3 designated stops in Gorham. Bus stop locations shall be established by METRO in consultation with the Town, which may consult with Town residents and property owners as appropriate. METRO agrees to provide Service on Monday through Sunday at frequencies and spans of service determined by METRO based on available budget, public and Town input, ridership demand and sound transit planning principles. In setting passenger fares, METRO shall adhere to the prevailing fare policy as approved by METRO's Board of Directors and fares are subject to change during the Pilot Phase.
 - iii. Changes to Service. The parties acknowledge that this is a pilot project and anticipate there may be a need or desire to adjust the schedules and routes to better respond to passenger needs and preferences or for the efficiency and improvement of services. Therefore, METRO may, as it deems necessary, adjust any or all of the Service features throughout the term of this Agreement (including, but not limited to, the routes, trips levels, schedules, and fares described in paragraph 3.a.ii, as well as types of buses and passenger pick-up and discharge destinations within and outside of the geographic boundaries of the Town). METRO agrees to consult with the Municipal Partners, including the Town, before making any substantial modifications to any Service feature including, but not limited to, the location of bus stops or shelters.
 - iv. Community Outreach. Throughout the Pilot Phase as METRO deems necessary, METRO agrees to collect user input about the Service features, disseminate

information about the Service to the public, and market the Service at its sole cost.

- v. Bus Stop Improvements and Shelters. METRO shall be solely responsible for the construction, installation, maintenance, cleaning, and repair of any bus shelter located in the Town, including, without limitation, the following:
 - a. Installation of the shelter, including construction of a concrete pad foundation, installation of the shelter, and installation of any related accessories such as a bench or trash receptacle;
 - b. Cleaning and maintenance of the shelter on a regular basis, as needed, and in response to Town requests;
 - c. Timely removal of litter and other debris from the shelter as needed and in response to Town requests;
 - d. Graffiti removal as needed;
 - e. Removal of snow and ice from inside the shelter and removal of snow banks that may form on the street in front of the shelter;
 - f. Maintaining access between the shelter and the bus stop; and
 - g. Removal and replacement of the shelter, if needed.

- b. Performance Measures. Throughout the term of this Agreement, METRO agrees to regularly report to the Town total ridership, boardings by municipality, average boardings per trip (*i.e.*, a count of all passengers who board a single end-to-end northbound or southbound trip) and other performance measures, such as boardings per mile; fare recovery ratio; cost per passenger trip (net of fares); on-time performance; service miles between major equipment failures; accidents per 100,000 vehicles miles; customer complaints per 100,000 boardings; and survey results regarding quality of service.

- c. Recommendation to Continue Project Beyond Pilot Phase. METRO agrees to make a recommendation to the Town, based on the actual performance of the Service, no later than September 30, 2020 as to whether the Project should continue beyond the Pilot Phase.

- d. Indemnification. To the fullest extent permitted by law, METRO shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement or any third party's use of the Service, provided that

any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by an act or omission of METRO, anyone directly or indirectly employed by METRO, or anyone for whose act or omission METRO may be liable. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Town which otherwise exists. METRO's obligations under this paragraph shall survive termination of this Agreement.

4. Town Responsibilities.

- a. Town Payment. The Town agrees to pay METRO its share of annual operating and capital costs directly associated with the Pilot Phase, as set forth in Schedule A attached hereto (the "Town Payment"). The Town agrees to pay the Town Payment upon receipt of an invoice from METRO and, in any event, no later than July 15 of 2018, 2019 and 2020.
- b. Bus Stop Improvements and Shelters. The Parties acknowledge that a portion of the capital costs payment outlined in Schedule A will go to cover the local match for the purchase, site preparation and installation of bus stops and possibly shelters. The site selection and number of bus stops/shelters provided will be subject to mutual agreement by the parties and available funding. Unless otherwise agreed to in writing, the Town agrees to pay METRO the actual cost to properly clean and maintain any installed bus shelters, up to \$1,000 per shelter per year, in addition to costs outlined in Schedule A.
- c. Community Outreach. To the extent METRO requests the Town's assistance, the Town agrees to cooperate reasonably with METRO in its community outreach efforts set forth in paragraph 3.a.iv and in its efforts to install, identify and construct bus stops/shelters within the geographic boundaries of the Town. The Town's cooperation and assistance described in this paragraph 4.c shall be at no cost to the Town other than the Town Payment as set forth in Schedule A.
- d. Recommendation to Continue Project. The Town agrees to inform METRO no later than January 31, 2021 as to whether it wishes to participate in the Project beyond the Pilot Phase.

5. Dispute Resolution; Mediation. In the event that a dispute among the Parties cannot be resolved among themselves by informal means, the Parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the Parties. The Parties will participate in such mediation in good faith and will disclose to the other Parties and the mediator all pertinent information concerning the dispute in their possession or control. No Party shall be prejudiced by any position taken by that Party during mediation, and

no Party shall be bound by any recommendation of the mediator unless the Party accepts it. If the Parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.

6. Termination; Default.

- a. Termination. Either Party may terminate this Agreement by giving 180 days' written notice of such termination to the other Party. The Parties acknowledge that the Town Payment is essential for METRO to operate the Pilot Phase in Gorham. Accordingly, in the event of early termination by the Town, METRO shall be entitled to the portion of the Town Share of Bus Service Operating Costs, prorated to the date of early termination, as set forth in Schedule A. These payments shall be paid by the Town to METRO on or before the date of early termination. The Parties also acknowledge that early termination under this paragraph may constitute a service reduction that would compel METRO to engage in a public process before terminating the Service. In such case, METRO shall be obligated to terminate the Service only upon satisfaction of all legal requirements associated with a service reduction, and the Town shall reimburse METRO for any costs reasonably incurred to terminate the Service.
- b. Default. An event of default shall be deemed to occur if either Party fails to perform any material obligation under this Agreement, including but not limited to the nonpayment or nonappropriation of the Town Payment, and such failure remains uncured for more than 14 days after receipt of written notice thereof. In the event of a default under this Agreement, the nondefaulting party may terminate the Agreement and the defaulting Party shall reimburse the nondefaulting Party for all costs and expenses reasonably incurred by the nondefaulting Party in connection with the default, including without limitation attorney's fees.
- c. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties.

7. Non-exclusive Agreement; Right to Continue Project. Nothing herein shall prevent METRO from entering into agreements with other parties, including with other Municipal Partners, with respect to any aspect of the Project or the Pilot Phase of the Project. In addition, notwithstanding the termination of or a default under this Agreement, METRO, in its sole discretion, reserves the right to continue the Project, including the Pilot Phase, with any or all of its other Municipal Partners.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties in this matter. This Agreement shall not be modified and none of

the terms and provisions herein may be waived except by mutual written agreement of the Parties.

9. Severability. If any part, portion or provision of this Agreement is held to be invalid or unenforceable, that shall not affect the entire Agreement and the Parties agree to meet and negotiate in good faith a new part, portion or provision, or a new agreement.
10. Parties to Cooperate. The Parties mutually agree that they will cooperate with each other in the administration of this Agreement according to its terms and will execute any and all documents, instruments and writings necessary to give effect to the intent and purpose of this Agreement.
11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maine without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be executed by their duly authorized officers and representatives.

GREATER PORTLAND TRANSIT DISTRICT | METRO

By: _____ Date: _____
John Thompson Jr.

Its: President, Board of Directors

TOWN OF GORHAM

By: _____ Date: _____
Its: _____

SCHEDULE A

METRO Transit West Project
Gorham Town Payment

Fiscal Year	Town Share of Bus Service Operating Costs	Town Share of ADA Paratransit Costs ¹	Town Share of Capital Costs (Bus Stops)	Town Payment	Payment Due Date
FY 2018-19	\$30,000	\$1,000	\$4,000	\$35,000	July 15, 2018
FY 2019-20	\$33,000	\$2,000	\$0	\$35,000	July 15, 2019
FY 2020-21	\$33,000	\$2,000	\$0	\$35,000	July 15, 2020
TOTAL:	\$96,000	\$5,000	\$4,000	\$105,000	

¹ Town Share of ADA Paratransit Costs is estimated and will not be known until there is actual boardings history. However, the Town's total annual costs are capped at \$35,000 per year under this Agreement. If ADA costs are less than the amounts estimated, the difference will instead support bus service operating costs.

2018 Median Family Income

\$ 90,100

Persons in Family								
	1	2	3	4	5	6	7	8
100%	\$ 63,100	\$ 72,100	\$ 81,100	\$ 90,100	\$ 97,400	\$ 104,600	\$ 111,800	\$ 119,000
90%	\$ 56,790	\$ 64,890	\$ 72,990	\$ 81,090	\$ 87,660	\$ 94,140	\$ 100,620	\$ 107,100
80%	\$ 50,480	\$ 57,680	\$ 64,880	\$ 72,080	\$ 77,920	\$ 83,680	\$ 89,440	\$ 95,200
70%	\$ 44,170	\$ 50,470	\$ 56,770	\$ 63,070	\$ 68,180	\$ 73,220	\$ 78,260	\$ 83,300
60%	\$ 37,860	\$ 43,260	\$ 48,660	\$ 54,060	\$ 58,440	\$ 62,760	\$ 67,080	\$ 71,400
50%	\$ 31,550	\$ 36,050	\$ 40,550	\$ 45,050	\$ 48,700	\$ 52,300	\$ 55,900	\$ 59,500

Property Tax	INCOME															
	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000	\$ 80,000	\$ 81,090
\$ 8,200	82.00%	54.67%	41.00%	32.80%	27.33%	23.43%	20.50%	18.22%	16.40%	14.91%	13.67%	12.62%	11.71%	10.93%	10.25%	10.11%
\$ 8,100	81.00%	54.00%	40.50%	32.40%	27.00%	23.14%	20.25%	18.00%	16.20%	14.73%	13.50%	12.46%	11.57%	10.80%	10.13%	9.99%
\$ 8,000	80.00%	53.33%	40.00%	32.00%	26.67%	22.86%	20.00%	17.78%	16.00%	14.55%	13.33%	12.31%	11.43%	10.67%	10.00%	9.87%
\$ 7,900	79.00%	52.67%	39.50%	31.60%	26.33%	22.57%	19.75%	17.56%	15.80%	14.36%	13.17%	12.15%	11.29%	10.53%	9.88%	9.74%
\$ 7,800	78.00%	52.00%	39.00%	31.20%	26.00%	22.29%	19.50%	17.33%	15.60%	14.18%	13.00%	12.00%	11.14%	10.40%	9.75%	9.62%
\$ 7,700	77.00%	51.33%	38.50%	30.80%	25.67%	22.00%	19.25%	17.11%	15.40%	14.00%	12.83%	11.85%	11.00%	10.27%	9.63%	9.50%
\$ 7,600	76.00%	50.67%	38.00%	30.40%	25.33%	21.71%	19.00%	16.89%	15.20%	13.82%	12.67%	11.69%	10.86%	10.13%	9.50%	9.37%
\$ 7,500	75.00%	50.00%	37.50%	30.00%	25.00%	21.43%	18.75%	16.67%	15.00%	13.64%	12.50%	11.54%	10.71%	10.00%	9.38%	9.25%
\$ 7,400	74.00%	49.33%	37.00%	29.60%	24.67%	21.14%	18.50%	16.44%	14.80%	13.45%	12.33%	11.38%	10.57%	9.87%	9.25%	9.13%
\$ 7,300	73.00%	48.67%	36.50%	29.20%	24.33%	20.86%	18.25%	16.22%	14.60%	13.27%	12.17%	11.23%	10.43%	9.73%	9.13%	9.00%
\$ 7,200	72.00%	48.00%	36.00%	28.80%	24.00%	20.57%	18.00%	16.00%	14.40%	13.09%	12.00%	11.08%	10.29%	9.60%	9.00%	8.88%
\$ 7,100	71.00%	47.33%	35.50%	28.40%	23.67%	20.29%	17.75%	15.78%	14.20%	12.91%	11.83%	10.92%	10.14%	9.47%	8.88%	8.76%
\$ 7,000	70.00%	46.67%	35.00%	28.00%	23.33%	20.00%	17.50%	15.56%	14.00%	12.73%	11.67%	10.77%	10.00%	9.33%	8.75%	8.63%
\$ 6,900	69.00%	46.00%	34.50%	27.60%	23.00%	19.71%	17.25%	15.33%	13.80%	12.55%	11.50%	10.62%	9.86%	9.20%	8.63%	8.51%
\$ 6,800	68.00%	45.33%	34.00%	27.20%	22.67%	19.43%	17.00%	15.11%	13.60%	12.36%	11.33%	10.46%	9.71%	9.07%	8.50%	8.39%
\$ 6,700	67.00%	44.67%	33.50%	26.80%	22.33%	19.14%	16.75%	14.89%	13.40%	12.18%	11.17%	10.31%	9.57%	8.93%	8.38%	8.26%
\$ 6,600	66.00%	44.00%	33.00%	26.40%	22.00%	18.86%	16.50%	14.67%	13.20%	12.00%	11.00%	10.15%	9.43%	8.80%	8.25%	8.14%
\$ 6,500	65.00%	43.33%	32.50%	26.00%	21.67%	18.57%	16.25%	14.44%	13.00%	11.82%	10.83%	10.00%	9.29%	8.67%	8.13%	8.02%
\$ 6,400	64.00%	42.67%	32.00%	25.60%	21.33%	18.29%	16.00%	14.22%	12.80%	11.64%	10.67%	9.85%	9.14%	8.53%	8.00%	7.89%
\$ 6,300	63.00%	42.00%	31.50%	25.20%	21.00%	18.00%	15.75%	14.00%	12.60%	11.45%	10.50%	9.69%	9.00%	8.40%	7.88%	7.77%
\$ 6,200	62.00%	41.33%	31.00%	24.80%	20.67%	17.71%	15.50%	13.78%	12.40%	11.27%	10.33%	9.54%	8.86%	8.27%	7.75%	7.65%
\$ 6,100	61.00%	40.67%	30.50%	24.40%	20.33%	17.43%	15.25%	13.56%	12.20%	11.09%	10.17%	9.38%	8.71%	8.13%	7.63%	7.52%
\$ 6,000	60.00%	40.00%	30.00%	24.00%	20.00%	17.14%	15.00%	13.33%	12.00%	10.91%	10.00%	9.23%	8.57%	8.00%	7.50%	7.40%
\$ 5,900	59.00%	39.33%	29.50%	23.60%	19.67%	16.86%	14.75%	13.11%	11.80%	10.73%	9.83%	9.08%	8.43%	7.87%	7.38%	7.28%
\$ 5,800	58.00%	38.67%	29.00%	23.20%	19.33%	16.57%	14.50%	12.89%	11.60%	10.55%	9.67%	8.92%	8.29%	7.73%	7.25%	7.15%
\$ 5,700	57.00%	38.00%	28.50%	22.80%	19.00%	16.29%	14.25%	12.67%	11.40%	10.36%	9.50%	8.77%	8.14%	7.60%	7.13%	7.03%
\$ 5,600	56.00%	37.33%	28.00%	22.40%	18.67%	16.00%	14.00%	12.44%	11.20%	10.18%	9.33%	8.62%	7.97%	7.47%	7.00%	6.91%
\$ 5,500	55.00%	36.67%	27.50%	22.00%	18.33%	15.71%	13.75%	12.22%	11.00%	10.00%	9.17%	8.46%	7.86%	7.33%	6.88%	6.78%
\$ 5,400	54.00%	36.00%	27.00%	21.60%	18.00%	15.43%	13.50%	12.00%	10.80%	9.82%	9.00%	8.31%	7.71%	7.20%	6.75%	6.66%
\$ 5,300	53.00%	35.33%	26.50%	21.20%	17.67%	15.14%	13.25%	11.78%	10.60%	9.64%	8.83%	8.15%	7.57%	7.07%	6.63%	6.54%
\$ 5,200	52.00%	34.67%	26.00%	20.80%	17.33%	14.86%	13.00%	11.56%	10.40%	9.45%	8.67%	8.00%	7.43%	6.93%	6.50%	6.41%
\$ 5,100	51.00%	34.00%	25.50%	20.40%	17.00%	14.57%	12.75%	11.33%	10.20%	9.27%	8.50%	7.85%	7.29%	6.80%	6.38%	6.29%
\$ 5,000	50.00%	33.33%	25.00%	20.00%	16.67%	14.29%	12.50%	11.11%	10.00%	9.09%	8.33%	7.69%	7.14%	6.67%	6.25%	6.17%
\$ 4,900	49.00%	32.67%	24.50%	19.60%	16.33%	14.00%	12.25%	10.89%	9.80%	8.91%	8.17%	7.54%	7.00%	6.53%	6.13%	6.04%
\$ 4,800	48.00%	32.00%	24.00%	19.20%	16.00%	13.71%	12.00%	10.67%	9.60%	8.73%	8.00%	7.38%	6.86%	6.40%	6.00%	5.92%
\$ 4,700	47.00%	31.33%	23.50%	18.80%	15.67%	13.43%	11.75%	10.44%	9.40%	8.55%	7.83%	7.23%	6.71%	6.27%	5.88%	5.80%
\$ 4,600	46.00%	30.67%	23.00%	18.40%	15.33%	13.14%	11.50%	10.22%	9.20%	8.36%	7.67%	7.08%	6.57%	6.13%	5.75%	5.67%
\$ 4,500	45.00%	30.00%	22.50%	18.00%	15.00%	12.86%	11.25%	10.00%	9.00%	8.18%	7.50%	6.92%	6.43%	6.00%	5.63%	5.55%
\$ 4,400	44.00%	29.33%	22.00%	17.60%	14.67%	12.57%	11.00%	9.78%	8.80%	8.00%	7.33%	6.77%	6.29%	5.87%	5.50%	5.43%
\$ 4,300	43.00%	28.67%	21.50%	17.20%	14.33%	12.29%	10.75%	9.56%	8.60%	7.82%	7.17%	6.62%	6.14%	5.73%	5.38%	5.30%
\$ 4,200	42.00%	28.00%	21.00%	16.80%	14.00%	12.00%	10.50%	9.33%	8.40%	7.64%	7.00%	6.46%	6.00%	5.60%	5.25%	5.18%
\$ 4,100	41.00%	27.33%	20.50%	16.40%	13.67%	11.71%	10.25%	9.11%	8.20%	7.45%	6.83%	6.31%	5.86%	5.47%	5.13%	5.06%
\$ 4,000	40.00%	26.67%	20.00%	16.00%	13.33%	11.43%	10.00%	8.89%	8.00%	7.27%	6.67%	6.15%	5.71%	5.33%	5.00%	4.93%
\$ 3,900	39.00%	26.00%	19.50%	15.60%	13.00%	11.14%	9.75%	8.67%	7.80%	7.09%	6.50%	6.00%	5.57%	5.20%	4.88%	4.81%
\$ 3,800	38.00%	25.33%	19.00%	15.20%	12.67%	10.86%	9.50%	8.44%	7.60%	6.91%	6.33%	5.85%	5.43%	5.07%	4.75%	4.69%
\$ 3,700	37.00%	24.67%	18.50%	14.80%	12.33%	10.57%	9.25%	8.22%	7.40%	6.73%	6.17%	5.69%	5.29%	4.93%	4.63%	4.56%
\$ 3,600	36.00%	24.00%	18.00%	14.40%	12.00%	10.29%	9.00%	8.00%	7.20%	6.55%	6.00%	5.54%	5.14%	4.80%	4.50%	4.44%

Property Tax	INCOME															
	\$ 10,000	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000	\$ 80,000	\$ 81,090
\$ 3,500	35.00%	23.33%	17.50%	14.00%	11.67%	10.00%	8.75%	7.78%	7.00%	6.36%	5.83%	5.38%	5.00%	4.67%	4.38%	4.32%
\$ 3,400	34.00%	22.67%	17.00%	13.60%	11.33%	9.71%	8.50%	7.56%	6.80%	6.18%	5.67%	5.23%	4.86%	4.53%	4.25%	4.19%
\$ 3,300	33.00%	22.00%	16.50%	13.20%	11.00%	9.43%	8.25%	7.33%	6.60%	6.00%	5.50%	5.08%	4.71%	4.40%	4.13%	4.07%
\$ 3,200	32.00%	21.33%	16.00%	12.80%	10.67%	9.14%	8.00%	7.11%	6.40%	5.82%	5.33%	4.92%	4.57%	4.27%	4.00%	3.95%
\$ 3,100	31.00%	20.67%	15.50%	12.40%	10.33%	8.86%	7.75%	6.89%	6.20%	5.64%	5.17%	4.77%	4.43%	4.13%	3.88%	3.82%
\$ 3,000	30.00%	20.00%	15.00%	12.00%	10.00%	8.57%	7.50%	6.67%	6.00%	5.45%	5.00%	4.62%	4.29%	4.00%	3.75%	3.70%
\$ 2,900	29.00%	19.33%	14.50%	11.60%	9.67%	8.29%	7.25%	6.44%	5.80%	5.27%	4.83%	4.46%	4.14%	3.87%	3.63%	3.58%
\$ 2,800	28.00%	18.67%	14.00%	11.20%	9.33%	8.00%	7.00%	6.22%	5.60%	5.09%	4.67%	4.31%	4.00%	3.73%	3.50%	3.45%
\$ 2,700	27.00%	18.00%	13.50%	10.80%	9.00%	7.71%	6.75%	6.00%	5.40%	4.91%	4.50%	4.15%	3.86%	3.60%	3.38%	3.33%
\$ 2,600	26.00%	17.33%	13.00%	10.40%	8.67%	7.43%	6.50%	5.78%	5.20%	4.73%	4.33%	4.00%	3.71%	3.47%	3.25%	3.21%
\$ 2,500	25.00%	16.67%	12.50%	10.00%	8.33%	7.14%	6.25%	5.56%	5.00%	4.55%	4.17%	3.85%	3.57%	3.33%	3.13%	3.08%
\$ 2,400	24.00%	16.00%	12.00%	9.60%	8.00%	6.86%	6.00%	5.33%	4.80%	4.36%	4.00%	3.69%	3.43%	3.20%	3.00%	2.96%
\$ 2,300	23.00%	15.33%	11.50%	9.20%	7.67%	6.57%	5.75%	5.11%	4.60%	4.18%	3.83%	3.54%	3.29%	3.07%	2.88%	2.84%
\$ 2,200	22.00%	14.67%	11.00%	8.80%	7.33%	6.29%	5.50%	4.89%	4.40%	4.00%	3.67%	3.38%	3.14%	2.93%	2.75%	2.71%
\$ 2,100	21.00%	14.00%	10.50%	8.40%	7.00%	6.00%	5.25%	4.67%	4.20%	3.82%	3.50%	3.23%	3.00%	2.80%	2.63%	2.59%
\$ 2,000	20.00%	13.33%	10.00%	8.00%	6.67%	5.71%	5.00%	4.44%	4.00%	3.64%	3.33%	3.08%	2.86%	2.67%	2.50%	2.47%
\$ 1,900	19.00%	12.67%	9.50%	7.60%	6.33%	5.43%	4.75%	4.22%	3.80%	3.45%	3.17%	2.92%	2.71%	2.53%	2.38%	2.34%
\$ 1,800	18.00%	12.00%	9.00%	7.20%	6.00%	5.14%	4.50%	4.00%	3.60%	3.27%	3.00%	2.77%	2.57%	2.40%	2.25%	2.22%
\$ 1,700	17.00%	11.33%	8.50%	6.80%	5.67%	4.86%	4.25%	3.78%	3.40%	3.09%	2.83%	2.62%	2.43%	2.27%	2.13%	2.10%
\$ 1,600	16.00%	10.67%	8.00%	6.40%	5.33%	4.57%	4.00%	3.56%	3.20%	2.91%	2.67%	2.46%	2.29%	2.13%	2.00%	1.97%
\$ 1,500	15.00%	10.00%	7.50%	6.00%	5.00%	4.29%	3.75%	3.33%	3.00%	2.73%	2.50%	2.31%	2.14%	2.00%	1.88%	1.85%
\$ 1,400	14.00%	9.33%	7.00%	5.60%	4.67%	4.00%	3.50%	3.11%	2.80%	2.55%	2.33%	2.15%	2.00%	1.87%	1.75%	1.73%
\$ 1,300	13.00%	8.67%	6.50%	5.20%	4.33%	3.71%	3.25%	2.89%	2.60%	2.36%	2.17%	2.00%	1.86%	1.73%	1.63%	1.60%
\$ 1,200	12.00%	8.00%	6.00%	4.80%	4.00%	3.43%	3.00%	2.67%	2.40%	2.18%	2.00%	1.85%	1.71%	1.60%	1.50%	1.48%
\$ 1,100	11.00%	7.33%	5.50%	4.40%	3.67%	3.14%	2.75%	2.44%	2.20%	2.00%	1.83%	1.69%	1.57%	1.47%	1.38%	1.36%
\$ 1,000	10.00%	6.67%	5.00%	4.00%	3.33%	2.86%	2.50%	2.22%	2.00%	1.82%	1.67%	1.54%	1.43%	1.33%	1.25%	1.23%
\$ 900	9.00%	6.00%	4.50%	3.60%	3.00%	2.57%	2.25%	2.00%	1.80%	1.64%	1.50%	1.38%	1.29%	1.20%	1.13%	1.11%
\$ 800	8.00%	5.33%	4.00%	3.20%	2.67%	2.29%	2.00%	1.78%	1.60%	1.45%	1.33%	1.23%	1.14%	1.07%	1.00%	0.99%
\$ 700	7.00%	4.67%	3.50%	2.80%	2.33%	2.00%	1.75%	1.56%	1.40%	1.27%	1.17%	1.08%	1.00%	0.93%	0.88%	0.86%
\$ 600	6.00%	4.00%	3.00%	2.40%	2.00%	1.71%	1.50%	1.33%	1.20%	1.09%	1.00%	0.92%	0.86%	0.80%	0.75%	0.74%
\$ 500	5.00%	3.33%	2.50%	2.00%	1.67%	1.43%	1.25%	1.11%	1.00%	0.91%	0.83%	0.77%	0.71%	0.67%	0.63%	0.62%

 No refunds
 \$200 refund

 \$350 refund
 \$500 refund

	90% HUD based on number of people			
	1	2	3	4
Property Tax	\$ 56,790	\$ 64,890	\$ 72,990	\$ 81,090
\$ 9,000	15.85%	13.87%	12.33%	11.10%
\$ 8,500	14.97%	13.10%	11.65%	10.48%
\$ 8,000	14.09%	12.33%	10.96%	9.87%
\$ 7,500	13.21%	11.56%	10.28%	9.25%
\$ 7,000	12.33%	10.79%	9.59%	8.63%
\$ 6,500	11.45%	10.02%	8.91%	8.02%
\$ 6,000	10.57%	9.25%	8.22%	7.40%
\$ 5,500	9.68%	8.48%	7.54%	6.78%
\$ 5,000	8.80%	7.71%	6.85%	6.17%
\$ 4,500	7.92%	6.93%	6.17%	5.55%
\$ 4,000	7.04%	6.16%	5.48%	4.93%
\$ 3,500	6.16%	5.39%	4.80%	4.32%
\$ 3,000	5.28%	4.62%	4.11%	3.70%
\$ 2,500	4.40%	3.85%	3.43%	3.08%
\$ 2,000	3.52%	3.08%	2.74%	2.47%
\$ 1,500	2.64%	2.31%	2.06%	1.85%
\$ 1,000	1.76%	1.54%	1.37%	1.23%
\$ 500	0.88%	0.77%	0.69%	0.62%

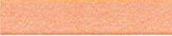
	80% HUD based on number of people			
	1	2	3	4
Property Tax	\$ 50,480	\$ 57,680	\$ 64,880	\$ 72,080
\$ 9,000	17.83%	15.60%	13.87%	12.49%
\$ 8,500	16.84%	14.74%	13.10%	11.79%
\$ 8,000	15.85%	13.87%	12.33%	11.10%
\$ 7,500	14.86%	13.00%	11.56%	10.41%
\$ 7,000	13.87%	12.14%	10.79%	9.71%
\$ 6,500	12.88%	11.27%	10.02%	9.02%
\$ 6,000	11.89%	10.40%	9.25%	8.32%
\$ 5,500	10.90%	9.54%	8.48%	7.63%
\$ 5,000	9.90%	8.67%	7.71%	6.94%
\$ 4,500	8.91%	7.80%	6.94%	6.24%
\$ 4,000	7.92%	6.93%	6.17%	5.55%
\$ 3,500	6.93%	6.07%	5.39%	4.86%
\$ 3,000	5.94%	5.20%	4.62%	4.16%
\$ 2,500	4.95%	4.33%	3.85%	3.47%
\$ 2,000	3.96%	3.47%	3.08%	2.77%
\$ 1,500	2.97%	2.60%	2.31%	2.08%
\$ 1,000	1.98%	1.73%	1.54%	1.39%
\$ 500	0.99%	0.87%	0.77%	0.69%

 \$500 refund
 \$350 refund

 \$200 refund
 No refunds

	70% HUD based on number of people			
	1	2	3	4
Property Tax	\$ 44,170	\$ 50,470	\$ 56,770	\$ 63,070
\$ 9,000	20.38%	17.83%	15.85%	14.27%
\$ 8,500	19.24%	16.84%	14.97%	13.48%
\$ 8,000	18.11%	15.85%	14.09%	12.68%
\$ 7,500	16.98%	14.86%	13.21%	11.89%
\$ 7,000	15.85%	13.87%	12.33%	11.10%
\$ 6,500	14.72%	12.88%	11.45%	10.31%
\$ 6,000	13.58%	11.89%	10.57%	9.51%
\$ 5,500	12.45%	10.90%	9.69%	8.72%
\$ 5,000	11.32%	9.91%	8.81%	7.93%
\$ 4,500	10.19%	8.92%	7.93%	7.13%
\$ 4,000	9.06%	7.93%	7.05%	6.34%
\$ 3,500	7.92%	6.93%	6.17%	5.55%
\$ 3,000	6.79%	5.94%	5.28%	4.76%
\$ 2,500	5.66%	4.95%	4.40%	3.96%
\$ 2,000	4.53%	3.96%	3.52%	3.17%
\$ 1,500	3.40%	2.97%	2.64%	2.38%
\$ 1,000	2.26%	1.98%	1.76%	1.59%
\$ 500	1.13%	0.99%	0.88%	0.79%

	60% HUD based on number of people			
	1	2	3	4
Property Tax	\$ 37,860	\$ 43,260	\$ 48,660	\$ 54,060
\$ 9,000	23.77%	20.80%	18.50%	16.65%
\$ 8,500	22.45%	19.65%	17.47%	15.72%
\$ 8,000	21.13%	18.49%	16.44%	14.80%
\$ 7,500	19.81%	17.34%	15.41%	13.87%
\$ 7,000	18.49%	16.18%	14.39%	12.95%
\$ 6,500	17.17%	15.03%	13.36%	12.02%
\$ 6,000	15.85%	13.87%	12.33%	11.10%
\$ 5,500	14.53%	12.71%	11.30%	10.17%
\$ 5,000	13.21%	11.56%	10.28%	9.25%
\$ 4,500	11.89%	10.40%	9.25%	8.32%
\$ 4,000	10.57%	9.25%	8.22%	7.40%
\$ 3,500	9.24%	8.09%	7.19%	6.47%
\$ 3,000	7.92%	6.93%	6.17%	5.55%
\$ 2,500	6.60%	5.78%	5.14%	4.62%
\$ 2,000	5.28%	4.62%	4.11%	3.70%
\$ 1,500	3.96%	3.47%	3.08%	2.77%
\$ 1,000	2.64%	2.31%	2.06%	1.85%
\$ 500	1.32%	1.16%	1.03%	0.92%

 \$500 refund
 \$350 refund

 \$200 refund
 No refunds



**TOWN OF GORHAM
SENIOR PROPERTY TAX
ASSISTANCE ORDINANCE**

Adopted January 2, 2018

ARTICLE I

Property Tax Assistance

Purpose

The purpose of this article is to establish a program to provide property tax assistance to persons 65 years of age and over who reside in the Town of Gorham. Under this program, the Town of Gorham will provide refund payments to those individuals who maintain a homestead in the Town of Gorham and meet the criteria established by this article.

ARTICLE II

Definitions.

As used in this article, the following terms shall have the meanings indicated:

A. BENEFIT BASE — Property taxes paid by a qualifying applicant during the tax year on the qualifying applicant's homestead or rent constituting property taxes paid by the resident individual during the tax year on a homestead.

B. HOMESTEAD — For purposes of this article, "homestead" shall have the same meaning as defined in 36 M.R.S.A. § 5219-KK(1)(C). Generally, a homestead is a dwelling owned or rented by the person seeking tax assistance under this article or held in a revocable living trust for the benefit of that person. The person must reside in the homestead at least 9 months of the calendar year.

C. INCOME — Total household income as determined by the total (gross) income reported on the applicant's most recent federal income tax return (line 22 of Form 1040; line 15 of Form 1040A; line four of Form 1040EZ), plus the total (gross) income reported on the most recent federal income tax return of each additional member of the household if filing separately. If the applicant and/or any member of the household do not file a federal income tax return, income shall be the cumulative amount of all income received by the applicant and each additional member of the household from whatever source derived, including, but not limited to the following:

- i. Compensation for services, including wages, salaries, tips, fees, commissions, fringe benefits and similar items;
- ii. Gross income derived from business;
- iii. Gains derived from dealings in property (capital or other);
- iv. Interest;
- v. Rents from real estate;
- vi. Royalties;
- vii. Dividends;
- viii. Alimony and separate maintenance payments received;
- ix. Annuities;
- x. Pensions;
- xi. Income from discharge of indebtedness;
- xii. Distributive share of partnership gross income;
- xiii. Income from an interest in an estate or trust;
- xiv. IRA distributions;
- xv. Unemployment compensation; and
- xvi. Social security benefits.

D. QUALIFYING APPLICANT — A person who is determined by the Town Clerk or her designee, after review of a complete application under Article 2 of this ordinance, to be eligible for a refund payment under the terms of this article.

E. RENT CONSTITUTING PROPERTY TAX — Fifteen percent of the gross rent actually paid in cash or its equivalent during the tax year solely for the right of occupancy of a homestead. For the purposes of this article, "gross rent" means rent paid at arm's length solely for the right of occupancy of a homestead, exclusive of charges for any utilities, services, furniture, furnishings or personal property appliances furnished by the landlord as part of the rental agreement, whether or not expressly set out in the rental agreement.

In order to participate in the property tax assistance program, an applicant shall demonstrate all of the following:

- i. The applicant shall be 65 years of age or more at the time of application.
- ii. The applicant shall have a homestead in the Town of Gorham at the time of the application and for the entire year prior to the date of application.
- iii. The applicant has been a resident of the Town of Gorham for at least five years immediately preceding the date of application for participation in the program.
- iv. The applicant shall meet the application and eligibility criteria set forth in Section A and Section B of this article.

ARTICLE III

Application and payment procedures.

Persons seeking to participate in the property tax assistance program shall submit an application to the Town Clerk no later than August 1 of the year for which the refund is requested. Applications are required for every year the applicant seeks to participate in this program. The application form for the program shall be made available upon request in the Town Clerk's office and shall include, at a minimum, the applicant's name, homestead address and contact information. Attached to all applications shall be proof of household income.

Applicants shall also submit proof of property taxes paid or rent constituting property taxes paid during the tax year on the individual's homestead in the Town of Gorham.

The Town Clerk or a designee shall review and determine if the application is complete and accurate and if the applicant is otherwise eligible to participate in the program. The Town Clerk or the designee shall notify an applicant if an

application is determined to be incomplete within 2 weeks of the application being submitted. The Town Clerk's or the designee's decision on eligibility to participate and benefit base amount in the program shall be final. Appeals to the Town Clerk's or the designee's determinations are to be submitted in writing to the Town Council within 14 days of Town Clerk's or the designee's determinations. The Town Council will then review and make a determination within 30 days of receipt of an appeal.

Determination of eligibility and amount.

A. Eligibility under this article is designed to provide greater benefits proportionally to applicants with lower income in relation to their benefit base. Applicants with income greater than an amount equal to 90% of the current United States Department of Housing and Urban Development metropolitan area median family income shall not be eligible for benefits under this article. Eligible applicants will receive a benefit totaling the amounts set forth in Subsection A(1) and (2) as follows, provided that the cumulative maximum benefit allowed shall be \$500:

The total amount of any increase to the applicant's benefit base from the most recent tax year to the current tax year; and

Benefits based on a calculation of the applicant's benefit base as a percentage of their income $[(\text{Benefit}/\text{Income}) \times 100 = \text{Benefit base as percent of income.}]$

If the benefit base as a percent of income is greater than 10%, the applicant will receive \$500;

If the benefit base as a percent of income is 8% to 10% of income, the applicant will receive \$350;

If the benefit base as a percent of income is 5% to 7% of income, the applicant will receive \$200;

ARTICLE IV

Limitations on payments.

The Town Manager shall report to the Town Council for its approval at its September meeting each year the projected payments and number of eligible applicants requesting assistance from the program fund.

Payments under this article shall be conditioned upon the existence of sufficient monies in the program fund for the year in which participation is sought. If there are not sufficient monies in the program fund to pay all qualifying applicants under this article per the calculations set forth in Section II (E), payments shall be limited to the amounts available in the fund and may be prorated accordingly. In the event that a lack of funding results in no payment or less than the full payment to a qualifying applicant, the request and/or unpaid balance will not carry over to the next year.

ARTICLE V

Creation of program fund.

The program fund from which payments shall be made under the terms of this article shall be created as follows:

As funds are available, the Town Council shall annually appropriate monies from the general fund or other sources to support this program.

Any surplus monies available after all payments have been made shall be carried forward within the fund to the next fiscal year.

ARTICLE VI

Timing of payments.

A person who qualifies for payment under this program shall be mailed a check for the benefit amount for which he/she is eligible under Section II (E) no later than 30 days from the date of Council approval of the applications for the year in which participation is sought.

ARTICLE VII

One applicant per household.

Only one qualifying applicant per household shall be entitled to payment under this program each year. Eligibility shall be determined based on total household income. The right to file an application under this article is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of an applicant by the applicant's legal guardian or attorney in fact. If an applicant dies after having filed a timely complete application that results in a determination of qualification, the amount determined by the Assessor shall be disbursed to another member of the household as determined by the Assessor. If the applicant was the only member of a household, then no payment shall be made under this article.

From:  Jessica Hughes Monday, April 09, 2018 10:40:43 AM 

Subject: O'Shea Family Trust request - 04/09/18, 9:42am - Response requested by 04/13/18

To:  Ephrem Paraschak

Cc:  Sharon Laflamme

Good morning Ephrem,

Gorham residents/trustees of the Gorham Trust Account, "O'Shea Family Trust," Bob and Cindy O'Shea, are requesting your assistance with asking the Town Council to approve a revision, *prior to the next May Regular Town Council meeting, to this trust. The existing purpose of the trust is to assist Gorham High School students with professional help in applying to college and the O'Shea's would to revise the language to a more general purpose along the lines of "to assist with funding for projects within the Gorham school system."

Per Cindy, she and Bob signed up to match up to \$500.00 in funds raised for the Jobs for Maine Graduates program. As the fundraising goal was met in January 2018, the O'Shea's would like to use the trust funds to issue their match of \$500.00 for this program, which is due now. Cindy indicated that she has been attempting to connect with the Town Manager by phone and email since the Fall to request help with changing their family trust's purpose and has had no success.

*In addition to requesting the Town's approval to change the purpose of the O'Shea Family Trust to the more general language provided above before the next May Town Council meeting, Cindy has requested that someone please return her call at either her home (207) 839-3494 or her cell (207) 415-5218 by this Friday, 04/13/18 with an update, if possible. Her email is coshea@maine.rr.com.

I will standby to assist.

Thank you,
Jess

Jessica Hughes
Administrative Assistant to the Town Manager & HR
75 South Street, Ste. 1
Gorham, ME 04038
(207) 222-1652



NOTICE: Under Maine's Freedom of Access ("Right to Know") Law, documents - including emails - in the

possession of public officials about Town business are considered public records. This means if anyone asks to see it, we are required to provide it. There are very few exceptions. We welcome citizen comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and will be made available to any interested party.

3. When completed, R. J. Grondin & Sons will reconstruct the excavated portion of Farrington Road to Town Specifications including paving and subject to final inspection and approval by the Town's Public Works Director with a paved surface to be installed by 2015. 6 yeas.

Item #7066 Moved by Councilor Phinney, seconded by Council Robinson and ORDERED that the Town Council adopt the Emergency Operation Plan as presented and authorize the Town Manager to sign any necessary documents. 6 yeas.

Item #7067 Moved by Councilor Dugas, seconded by Councilor Justice and ORDERED, that the Town Council agrees to amend the O'Shea Family Trust as requested by the O'Shea family in a letter dated December 6, 2004 from Cynthia and Patrick O'Shea. 6 yeas.

Item #7068 Moved by Councilor Phinney, seconded by Councilor Dugas and ORDERED, that the Town Council approve an application for a Close-out Sale License in the name of Gorham Emporium, 3 Railroad Avenue to commence January 5, 2005 for 60 days. 6 yeas.

Item #7069 Moved by Councilor Justice, seconded by Councilor Phinney and VOTED that the Ordinance Committee explore the feasibility of developing a Transfer of Development Rights program, and

Be it furthered Ordered, that the Ordinance Committee is authorized to develop a proposal for Council consideration if appropriate. 6 yeas.

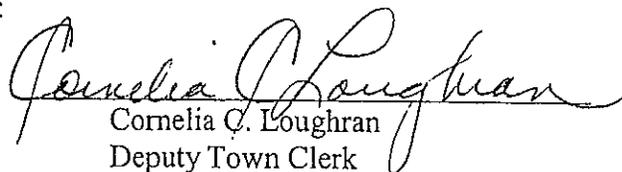
Item #7070 Moved by Councilor Dugas, seconded by Councilor Robinson and ORDERED that the Town Council accept the offer from the Gorham Civic and Business Exchange to donate funds toward a sign for the Shaw School Renovation Project, as specified in their letter dated December 24, 2004. 6 yeas.

Item #7071 Moved by Councilor Justice, seconded by Councilor Phinney and VOTED that the Town Council appoint Connie Loughran as the Acting Town Clerk, effective January 8, 2005. 6 yeas.

Item #7072 Moved by Councilor Dugas, seconded by Councilor Robinson and ORDERED that the Town Council authorize the Town Manager to accept a deed in a form acceptable to the Town Attorney for the turnaround as described in the Suggested Deed Description, Offer of Cession, Turnaround at the end of Davis Annex, Gorham, Maine, dated December 28, 2004 and as depicted on the plan titled "Land Conveyance, Land of Justin & Kelly Dearborn, Davis Annex, Gorham, Maine, dated December 04 and prepared by BH2M. 6 yeas.

A TRUE RECORD OF MEETING

Attest:


Cornelia C. Loughran
Deputy Town Clerk

APPROVED REVISION TO THE O'SHEA TRUST AGREEMENT

WHEREAS on February 2, 1993 the Gorham Town Council accepted funds to establish the O'Shea Family Trust for the purpose of providing funding for vision examinations for children attending Gorham public schools in grades K-3. We the Trustees, Cynthia and Patrick O'Shea, feel that the need for this type of help has diminished and would like to change the focus of the trust.

We would like the purpose of the O'Shea Family Trust to support Gorham High School students who would benefit from receiving professional help in applying to college. As Trustees, we will work with the principal and guidance counselors at Gorham High School to establish a process for selecting a student and a funding quota for each year.

Annually, we request that the Town of Gorham, provide the O'Shea Family Trust Trustees with a letter detailing how much is in the trust as of June 30. This letter should be received no later than September 30th of each year. Funding disbursements will be from not only the interest earned during the previous fiscal year but could potentially be taken from the Trust's principal balance. It will depend upon the needs for that given year.

All invoices for professional services will be approved by one or more trustee and forwarded to the Town of Gorham's Finance Department for payment from the O'Shea Family Trust account.

Cynthia & Patrick O'Shea
One Meadow Crossing Drive
Gorham, Maine 04038

December 6, 2004

David Cole
Town Manager
Municipal Center
270 Main Street
Gorham, ME 04038

Dear David,

In 1992 we established the O'Shea Family Trust in order to fund eye examinations for K-3 children attending the Gorham schools. We feel that the need for this type of help has diminished and we would like to change the focus of the trust.

We would now like to have the trust support Gorham High School students who would benefit from receiving professional help in applying to college. We will work with the principal and guidance counselors at Gorham High School to establish a process for selecting a student and a funding quota for each year. At this time, we will be the trustees and approve the funds to be dispersed.

Please let us know if you need any further information in order to make the necessary adjustments. We would like to support a student this year and would appreciate it if we could make the changes and soon as possible.

Sincerely,



Cynthia and Patrick O'Shea