

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, April 4, 2023
Budget Workshop
6:00 PM
Regular Business Meeting
7:00 PM
Wescustogo Hall & North Yarmouth Community Center**

Select Board Members

Brian Sites, Chairperson
Andrea Berry, Board Member

Paul Hodgetts, Board Member
Kate Perrin, Board Member

Amy Haile, Board Member

I. Call to Order

- A. Pledge of Allegiance
- B. History Minute

II. Appointments

- A. EDSC- Eliza Bachelder-Regular Member-Term Expiring 6/30/2024

III. Special Presentations

IV. Announcements

V. Consent Agenda

- A. Payroll Warrants
- B. Municipal Accounts Payable Warrants
- C. Select Board Minutes March 21, 2023

VI. Public Comment - Non-Agenda Items

VII. Management Reports & Communications

- A. Town Manager's Report

VIII. Old Business

- A. LUO Amendment Procedure Policy-Update

IX. New Business

- A. GPCOG General Assembly Delegates
- B. Walnut Hill & Cumberland Roads Pedestrian Improvements (PACTS) Bid Award
- C. Cluff Road Turnaround Easement
- D. LUO Table 7.1 Definitions & Citation Updates

X. Any Other Business

XI. Adjournment

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

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

April 4, 2023

II. Appointments

V. Consent Agenda

A. Municipal Accounts Payable Warrants

#81 \$ 5,777.87
#82 \$ 7,863.95
#84 \$ 793,230.87

B. Municipal Payroll Warrants

#83 \$ 39,592.77

C. Select Board Minutes-March 21, 2023

Suggested Motion

To approve the consent agenda as presented.

Motion _____, Second _____ Vote _____

VIII. New Business

IX. Old Business

A. GPCOG General Assembly Delegates

GPCOG's General Assembly is made of delegates from their members. The Town of North Yarmouth has two delegates, and last year, Brian Sites was a delegate representing the Town of North Yarmouth.

GPCOG's annual meeting and Summit are going to be held on Thursday, May 25, 2023, at St. Joseph's College in Standish. They are asking the Town to send their list of delegates and alternates for the General Assembly.

Suggested Motion

To appoint the following members to the General Assembly for 2023.

Motion _____, Second _____ Vote _____

Town of North Yarmouth

Select Board Business

Summary of Recommended Motions & Other Action Items

B. Walnut Hill & Cumberland Roads Pedestrian Improvements (PACTS) Bid Award

On March 28, 2023, bids were opened for the Walnut Hill and Cumberland Roads Pedestrian Improvements project. Four bids were received as follows:

Pratt & Sons, Inc.	Mechanic Falls, ME	\$423,200.00
A.H. Grover Inc.	Cumberland, ME	\$437,742.25
Aceto & Sons Earthwork LLC.	Lisbon, ME	\$473,107.50
Storey Brothers Inc.	Cumberland, ME	\$512,317.50

The most recent cost estimate for the construction of the project was \$441,000, therefore, we fill this bid represents a fair market price for the work. Pratt & Sons is a well-known contractor capable of completing the scope of work included in the project. We recommend that the Town award the contract to Pratt & Sons, subject to availability of funding and voters' approval at Town meeting in June.

Suggested Motion

To award the bid to Pratt & Sons and authorize the Town Manager to execute the contract documents.

Motion _____, Second _____ Vote _____

C. Cluff Road Turnaround Easement

The purpose of this easement is to allow for the Town, as well as members of the general public, to use the Easement Area for the turnaround of motor vehicles, including but not limited to snow plows and school busses.

Clark Baston, Public Works Director, spoke to Donald Cluff about conveying a Public Turnaround Easement to the Town and has agreed to do so.

Owen Haskell, Inc. has been working with the Town to prepare a legal description/plan showing the turnaround area so that legal can prepare the access easement for the residents to vote on a the annual Town Meeting in June.

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

Suggested Motion

Authorize the Town Manager to work with legal to draft warrant language and an easement for the public turnaround.

Motion _____, Second _____ Vote _____

D. Land Use Ordinance Table 7.1 Definitions & Citation Updates

The Planning Board is proposing amendments to Table 7.1 Definitions of the Land Use Ordinance. The proposed amendments will need Legal/Planning review before the Planning Board can schedule a public hearing.

Suggested Motion

Authorize the Town Manager send the proposed amendments and citation updates to Legal and the Town Planner for review.

Motion _____, Second _____ Vote _____

03/23/23

Dear Select Board,

At the March 23, 2023 Economic Development and Sustainability Committee meeting, the committee voted unanimously 5-0 to approve our recommendation of Eliza Batchelder to fill the EDSC's open full-member seat.

Thank you for taking our recommendation under advisement.

Yours Sincerely,
Kit Maloney

Economic Development & Sustainability Committee Chair

**Town of North Yarmouth
Select Board
Meeting Minutes March 21, 2023, 7:00 PM**

Call to Order: (18:11-18:28)- Members Present: Brian Sites, Chairperson, Amy Haile, Vice Chairperson, Paul Hodgetts, Selectperson, Katherine Perrin, Selectperson, and Andrea Berry, Selectperson, and Diane Barnes, Town Manager.

Pledge of Allegiance.

History Minute presented by Vice Chairperson Haile.

She received some old town hall meeting minutes from the Historical Society. The Select Board will read one each week.

Appointment (22:16-23:16)

Resignation-EDSC Scott Kaplan

Selectperson Berry thanked Scott Kaplan for all his contributions to the town.

Selectperson Berry, seconded by Vice Chairperson Haile moved to approve the resignation of Scott Kaplin from the Waste Reduction Committee. Vote 5 Yes/0 No.

Special Presentations (23:17-53:20)

Baston Park Dredging Project presented by Steve Palmer and Al Ahlers.

Project started in 2019 and they met with DEP with plans of dredging the pond and channel. This land was donated to the town, and they feel we owe it the citizens to take care of the park. Public works cleaned up a lot of dead trees and brush and they currently mowing the lawn.

They would like to dredge the river and channel. It is filled up with silt and only flows a small amount.

The Parks Committed would like to obtain a permit this year from the DEP to dredge the pond and channel. This would allow small watercrafts to be put in at Baston Park and once the channel is dredged watercraft would be able to get to The Royal River.

Select person Hodgetts asked what the removal of the dam in Yarmouth would do to this plan? Would there be enough water to get to the river?

Steve Palmer and Al Ahlers advised that the Army Corps of Engineers had a presentation last week, about removing the dam in Yarmouth. The Army Corps is working on this but feels there are many years before a decision is made on this project.

Selectperson Berry advised that there was a slide from the Army Corps presentation that showed there would still be traversable water if the dam was removed.

Chandler Brook Management Plan presented by Scott Kerr

Acquisition of the Preserve and the Town's Obligations

At the Annual Town Meeting in 2004, the residents of the Town of North Yarmouth voted to purchase the 63-acre Preserve from Karl Hawkes with funds from the Town of North Yarmouth, the State of Maine, and Friends of the Royal River (FORR), which later merged with other local conservation groups and became the Royal River Conservation Trust (RRCT). A condition of the State's and the FORR's funding was that the Town grant a Conservation Easement on the "Protected Property" exclusively for conservation purposes to the State of Maine via its Department of Conservation's Bureau of Parks and Public Lands (BPL) and grant to the FORR third party rights of enforcement of the terms of the easement. The easement was recorded on 8/19/2004 in the Cumberland County Registry of Deeds in Book 21686 at Page 26. On March 29, 2012, the MBPL and RRCT signed a Memorandum of Understanding (MOU) establishing commitments regarding their respective roles in monitoring, reporting and compliance with the Conservation Easement.

The Easement requires the Town of North Yarmouth to manage and protect the conserved protected property.

The Conservation Easement requires the Town and FORR (now RRCT) to develop a Recreational Management Plan to be approved by the BPL that addresses habitat, wildlife, scenic impacts, recreational uses, and agricultural uses and to assure that the management of the property is consistent with the purposes of the Conservation Easement.

The Select Board has designated the CBP as a town property to be managed by the Parks and Recreation Committee which will implement the plan, evaluate results of the implementation and changing conditions and recommend changes to the Town, the BPL and the RRCT.

A Management Plan will be developed by the Parks Committee (PC) based on the Conservation Easement and discussions with BPL, RRCT and the Select Board. The Select Board, BPL and RRCT will agree upon and accept a plan that the PC Committee will implement, manage, and evaluate. PC will report recommendations to the BPL, RRCT and the Select Board.

The Conservation Easement allows low-impact recreational uses or activities that do not appreciably alter the wildlife habitat value of the protected property including but not limited to hiking, picnicking, swimming, launching of hand-carried boats, primitive camping in designated areas, cross country skiing, snowshoeing, walking, running, nature observation, horseback riding, and hunting.

Selectperson Berry, seconded by Selectperson Perrin moved to approve the Chandler Brook Management plan as present. Vote 5 Yes/0 No.

Consent Agenda: (53:21-53:44)

A. Municipal Accounts Payable Warrants

#77 \$ 9,173.66
#78 \$10,883.95
#80 \$94,147.37

B. Municipal Payroll Warrants

#79 \$ 44,743.27

C. Select Board Minutes-March 7, 2023

Selectperson Hodgetts, seconded by Vice Chairperson Haile moved to approve the consent agenda as presented. Vote 5 Yes/0 No.

Public Comment: (53:45-1:04:09)

Mike Mallory, Walnut Hill Road, stated that Yarmouth cannot pull a dam unless they control both dam and the entire boundary is in the jurisdiction. He said that a Newspaper article stated that the Feds could not pull dam to get the salmon to go downstream. The river will be a big deal for fire prevention for areas not serviced by a hydrant.

Link Merrill, 1572 North Road, stated that he has been following the Yarmouth Dam removal as he has river frontage in Yarmouth. He has been trying to get information to see if his taxes would be affected by the removal. Zoning and ground water protection would change. In Yarmouth he is required to provide engineering reports from runoff from his property. He asked if he would be freed from that responsibility from Yarmouth. They have not responded. After dams have been removed there is sometimes risk of landslides in the area. He would like to see North Yarmouth take an aggressive approach.

Al Ahlers, North Road, responded to a comment about oxygen levels. He stated that Royal River Alliance conducted oxygen tests. All tests done at the Rt 9 bridge were acceptable.

Management Reports & Communications (1:04:09-1:10:51)

EDSC-Selectperson Perrin-Due to a snow storm the last meeting was in January 2023. The next meeting is Thursday March 23, 2023, 6:15 PM to 9:15 PM.

Parks-Selectperson Berry-Nothing to add from the presentations tonight.

Recreation Advisory Board-Selectperson Haile-no update, they have not met.

Planning Board-Selectperson Hodgetts-March 2, 2023, workshop. NorthStar presentation. Meeting on 3/14 cancelled. Next meeting April 12, 2023, Deacon/Hayes.

Joint Standing Committee-Selectpersons Berry & Sites- They have not met.

Waste Reduction Committee-Selectperson Berry-They are planning a speaker series around Earth Day in April. Events Bulky waste drop off day.

Living Well in NY-Selectperson Haile-March meeting cancelled. Next meeting April 2023.

Zoning Board of Appeals-Selectperson Hodgetts-Mach 8, 2023 Link Merrill/Dave Comparetto appeal. Meeting March 22, 2023, 5:45 PM.

Walnut Hill Parkway-Selectperson Sites & Hodgetts-no update.

School Fund Committee Perrin-She will follow up and have an update next meeting.

Town Manager's Report, Diane Barnes: (1:30:31-1:33:15)

FY 23 Tax Collections

The due date for the second half of the FY 23 taxes was March 15th. The remaining real estate tax balance is \$530,342.49 which is a 95% collection rate.

Southern Maine Agency on Aging

The Town Manager attended the Southern Maine Agency on Aging "community leaders' day today and joined on of the volunteer drivers on their route to help deliver meals on wheels in North Yarmouth and Yarmouth. It was great to visit and meet some of the residents of NY and Yarmouth. Everyone was gracious and thankful for this program.

Joint Meeting- MSAD#51, North Yarmouth, and Cumberland

Just a reminder that the joint meeting between the School Board and the Select Board-North Yarmouth and Council-Cumberland is scheduled for Wednesday, April 12th at 6pm in the Gyger Room at Greely High School.

Finance Report-see meeting package.

Old Business-(1:10:52-1:39:34)

Boards and Committees Code of Conduct Policy-see meeting package.

Chairperson Sites, seconded by Vice Chairperson Haile moved to approve the Boards and Committees Code of Conduct Policy with the edit of taking out of elected after reprimand or appointed after formal censure and to add I acknowledge that /I have received and understand the Town of North Yarmouth Committees Code of Conduct Policy. Vote 4 Yes/1 No Selectperson Hodgetts.

Link Merrill, 1572 North Road, questioned Section 4 Item D, the public process for filing a complaint.

David Reed, Country Creek, felt this policy should have a public hearing. He felt the revision from legal looked a lot better than the one that was originally presented. He felt there were due process concerns. If there were disputes with 2 or more members of the board, how would that be resolved?

Mile Mallory, Walnut Hill Road, he is not for or against a signature page, but he does not think you can legally require someone to sign it.

Paul Whitmarsh, 110 Wild Turkey Lane felt that it was a very political discussion around the signature page. It felt like there might be retribution if you did not sign it. Chairperson Sites advised no one said that. He asked where the censure and reprimand authority came from as he did not see it in the charter.

Vice Chairperson Haile does not understand the question. If you have an issue with a Board Member you could go to the Town Manager or another Board Member.

Selectperson Perrin advised they would not stop public comments. This is a Code of Conduct Policy for the people serving, who have chosen to serve. This is not for public complaints.

Chairperson Sites advised that if we get people thinking of what they are saying first maybe we could avoid some of these issues. We would like to resolve conflicts among ourselves before it gets to the public.

Chairperson Sites commented on if the Select Board should hold a Public Meeting. This is a policy and does not require a Public Hearing.

Chairperson Sites commented on the authority to reprimand. He stated that they are the elected legislative body and that is the power they have.

Link Merrill, 1572 North Road, where does the public go if they have a complaint against the entire board and Town Manager?

Chairperson Sites states there is no good answer to that question. You could go to the legal counsel.

David Reed, Country Creek commented on community involvement in the process.

New Business-(1:39:35-1:41:06)

Tax Collector Settlement of 2021 & 2022 Taxes: The tax collector is entitled from his/her liability under Maine State Statute when the tax collector has settled in full all taxes assessed and committed for each given year. This is the final step taken in the duties of the tax collector and is the foundation of his/her discharge from further liability for collection of taxes for those years. The uncollected real estate taxes have gone through a lien process and is the responsibility of the treasurer to collect any remaining unpaid taxes. The uncollected personal property taxes have gone through the UCC Lien process.

Vice Chairperson Haile, seconded by selectperson Haile moved to approve and sign the certificate of settlement for Diane Barnes, Tax Collector for the tax years 2021 & 2022. Vote 5 yes/0 No.

Other Business:(1:41:07-1:44)

Selectperson Perrin just wanted to thank Al and Steve for all their hard work with the Parks.

Vice Chairperson Haile stated that the drama club could not come, but she highly recommends seeing the Little Shop of Horrors a Greely, they do a wonderful job.

Chairperson Sites advised that the students cannot come in to talk about PFAST until April as they are working on a project for competition.

Adjournment: (1:44:01-1:44:05)

Selectperson Perrin, seconded by Selectperson Berry moved to adjourn at 8:30 PM.

Vote 5 Yes/0 No.

Karen Casale, Recording Secretary

Select Board

Brian Sites, Chair

Amy Haile, Vice Chair

Paul Hodgetts

Katherine Perrin

Andrea Berry

Land Use Ordinance Amendment Policy

Amendments to the text of the Land Use Ordinance or to the Zoning Map may be requested by any person or entity using the following procedure:

1. A person or entity may request an amendment to the Land Use Ordinance or Zoning Map by submitting a written request to the Select Board. For a text amendment, the application must contain proposed ordinance language. The Select Board shall consider the proposal and decide whether to forward the requested amendment to the Planning Board for public hearing in accordance with 30-A M.R.S. § 4352.9. The Select Board may revise the proposed language before sending it to the Planning Board for hearing.
2. If the Select Board forwards the requested amendment, the Planning Board shall conduct at least one (1) public hearing and shall give notice of the hearing in accordance with the requirements of 30-A M.R.S. § 4352.9, as amended, and where applicable, § 4352.10, as amended.
3. Following the Planning Board's public hearing, the Select Board shall evaluate the requested amendment and provide a finding of facts on the following criteria:
 - a. whether the requested amendment is compatible with the zoning district in which it is located,
 - b. whether the requested amendment is consistent with the Town's Comprehensive Plan,
 - c. whether the requested amendment is consistent with State Statute,
 - d. whether the requested amendment has been reviewed by, and/or developed under the guidance of, legal and planning resources available to the Town and a summary of comments from those resources are included in the finding of facts, and
 - e. if the requested amendment is an established policy change, documentation of the efforts to take public comment, and the outcomes from those efforts, are included in the finding of facts.
4. Notwithstanding the provisions of Subsection 1 above, the Planning Board may recommend to the Select Board non-policy, administrative amendments to the Land Use Ordinance without prior referral from the Select Board.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

March 29, 2023

Ms. Diane Barnes, Town Manager
Town of North Yarmouth
10 Village Square Road
North Yarmouth, Maine 04097

RE: Walnut Hill and Cumberland Roads Pedestrian Improvements
Bid Results

Dear Diane:

On March 28, 2023, bids were opened for the Walnut Hill and Cumberland Roads Pedestrian Improvements project. Four bids were received as follow:

CONTRACTOR	LOCATION	Total Bid
Pratt & Sons, Inc.	Mechanic Falls, Maine	\$423,200.00
A.H. Grover Inc.	Cumberland, Maine	\$437,742.25
Aceto & Sons Earthwork LLC.	Lisbon, Maine	\$473,107.50
Storey Brothers Inc.	Cumberland, Maine	\$512,317.50

Attached please find a copy of the bid tabulation, the full bid from Pratt & Sons, Inc., as well as the copies of bid sheets for the other bidders. Our most recent cost estimate for the construction of the project was \$441,000, therefore we feel this bid represents a fair market price for the work. Pratt & Sons is a well-known contractor capable of completing the scope of work included in the project. We therefore recommend that the Town award the contract to Pratt & Sons, subject to availability of funding and voters' approval at Town meeting in June.

OLVER ASSOCIATES INC.

Ms. Diane Barnes, Town Manager
March 29, 2023
Page 2

Please let us know if you have any questions or need further information at this time.

Very truly yours,

OLVER ASSOCIATES INC.



Mandy Holway Olver P.E., Vice-President
Construction Services Manager

MHO/sb

2672/090

CC: Mr. Clark Baston, Public Works Director

WALNUT HILL AND CUMBERLAND ROADS PEDESTRIAN IMPROVEMENTS

TOWN OF NORTH YARMOUTH, MAINE

BID TABULATION
March 28, 2023

Item No.	Item Description	Est. QTY	Unit	Pratt & Sons Inc. Unit Price	Pratt & Sons Inc. Total Price	A.H. Grover Inc. Unit Price	A.H. Grover Inc. Total Price	Aceto & Sons Earthwork LLC Unit Price	Aceto & Sons Earthwork LLC Total Price	Storey Brothers Inc. Unit Price	Storey Brothers Inc. Total Price
1	Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 123,700.00	\$ 123,700.00	\$ 67,950.00	\$ 67,950.00
2	Clearing & Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
3	Abandon/Remove Existing Drainage	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 14,500.00	\$ 14,500.00	\$ 18,000.00	\$ 18,000.00
4	Test Pits	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 0.01	\$ 0.05	\$ 950.00	\$ 4,750.00	\$ 800.00	\$ 4,000.00
5	Rip Rap	20	CY	\$ 75.00	\$ 1,500.00	\$ 58.00	\$ 1,160.00	\$ 110.00	\$ 2,200.00	\$ 75.00	\$ 1,500.00
6	Roadway/Sidewalk/Ditch Excavation	600	CY	\$ 25.00	\$ 15,000.00	\$ 0.01	\$ 6.00	\$ 33.00	\$ 19,800.00	\$ 25.00	\$ 15,000.00
7	Ledge Excavation and Removal	20	CY	\$ 200.00	\$ 4,000.00	\$ 0.01	\$ 0.20	\$ 275.00	\$ 5,500.00	\$ 400.00	\$ 8,000.00
8	Excavation and Replacement of Unsuitable Fill	100	CY	\$ 30.00	\$ 3,000.00	\$ 0.01	\$ 1.00	\$ 38.00	\$ 3,800.00	\$ 65.00	\$ 6,500.00
9	Roadway & Sidewalk Aggregate Subbase	250	CY	\$ 55.00	\$ 13,750.00	\$ 89.00	\$ 22,250.00	\$ 48.00	\$ 12,000.00	\$ 57.00	\$ 14,250.00
10	Roadway & Sidewalk Aggregate Base	330	CY	\$ 75.00	\$ 24,750.00	\$ 45.00	\$ 14,850.00	\$ 56.00	\$ 18,480.00	\$ 85.00	\$ 28,050.00
11	Temporary Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
12	Sidewalk & Driveway Pavement	100	Tons	\$ 200.00	\$ 20,000.00	\$ 185.00	\$ 18,500.00	\$ 200.00	\$ 20,000.00	\$ 220.00	\$ 22,000.00
13	Roadway Repair Pavements	200	Tons	\$ 200.00	\$ 40,000.00	\$ 185.00	\$ 37,000.00	\$ 160.00	\$ 32,000.00	\$ 220.00	\$ 44,000.00
14	Slipform Concrete Curb	630	LF	\$ 25.00	\$ 15,750.00	\$ 27.50	\$ 17,325.00	\$ 24.25	\$ 15,277.50	\$ 24.00	\$ 15,120.00
15	Raised Concrete Shoulder	100	SY	\$ 250.00	\$ 25,000.00	\$ 208.00	\$ 20,800.00	\$ 162.50	\$ 16,250.00	\$ 195.00	\$ 19,500.00
16	12" Ø SICPE Storm Drain	130	LF	\$ 100.00	\$ 13,000.00	\$ 150.00	\$ 19,500.00	\$ 70.00	\$ 9,100.00	\$ 80.00	\$ 10,400.00
17	15" Ø SICPE Storm Drain	630	LF	\$ 120.00	\$ 75,600.00	\$ 150.00	\$ 94,500.00	\$ 76.00	\$ 47,880.00	\$ 86.25	\$ 54,337.50
18	Type F Catch Basins	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 6,500.00	\$ 26,000.00	\$ 3,600.00	\$ 14,400.00	\$ 4,400.00	\$ 17,600.00
19	4' Ø Precast Catch Basins	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 7,500.00	\$ 37,500.00	\$ 4,100.00	\$ 20,500.00	\$ 6,995.00	\$ 34,975.00
20	Loam & Seeding	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 23,000.00	\$ 23,000.00	\$ 15,000.00	\$ 15,000.00	\$ 34,000.00	\$ 34,000.00
21	2" Rigid Insulation	3,500	SF	\$ 2.00	\$ 7,000.00	\$ 1.70	\$ 5,950.00	\$ 4.00	\$ 14,000.00	\$ 4.00	\$ 14,000.00
22	Owner's Testing Allowance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
23	Detectable Warning Plates/Strips	80	SF	\$ 150.00	\$ 12,000.00	\$ 55.00	\$ 4,400.00	\$ 90.00	\$ 7,200.00	\$ 155.00	\$ 12,400.00
24	Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,850.00	\$ 3,850.00	\$ 4,700.00	\$ 4,700.00
25	Pedestrian Activated Warning Sign/Controls	1	EA	\$ 24,500.00	\$ 24,500.00	\$ 20,500.00	\$ 20,500.00	\$ 29,500.00	\$ 29,500.00	\$ 30,975.00	\$ 30,975.00
26	Speed Feedback Sign	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 8,600.00	\$ 8,600.00	\$ 10,260.00	\$ 10,260.00
27	Highway Signs	1	EA	\$ 350.00	\$ 350.00	\$ 1,000.00	\$ 1,000.00	\$ 820.00	\$ 820.00	\$ 800.00	\$ 800.00
TOTAL BASE BID					\$ 423,200.00		\$ 437,742.25		\$ 473,107.50		\$ 512,317.50

LOW BID
PRATT & SONS

PROPOSAL

WALNUT HILL AND CUMBERLAND ROADS PEDESTRIAN IMPROVEMENTS

TOWN OF NORTH YARMOUTH, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

3/28/23

(Date)

Dan Ward

(Signed)

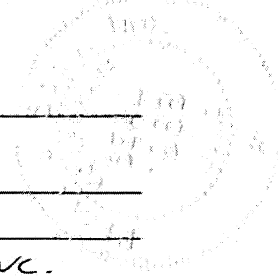
Name: DAN WARD

Title: GENERAL MANAGER

Representing: PRATT & SONS, INC.

Address: PO BOX 236

MECHANIC FALLS, ME 04256



BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	LS	\$ 40,000-	\$ 40,000-
2.	Clearing & Grubbing	1	LS	\$ 3,000-	\$ 3,000-
3.	Abandon/Remove Existing Drainage	1	LS	\$ 3,500-	\$ 3,500-
4.	Test Pits	5*	EA	\$ 1,000-	\$ 5,000-
5.	Rip Rap	20	CY	\$ 75-	\$ 1,500-
6.	Roadway/Sidewalk/Ditch Excavation	600	CY	\$ 25-	\$ 15,000-
7.	Ledge Excavation and Removal	20*	CY	\$ 200-	\$ 4,000-
8.	Excavation and Replacement of Unsuitable Fill	100*	CY	\$ 30-	\$ 3,000-
9.	Roadway & Sidewalk Aggregate Subbase	250	CY	\$ 55-	\$ 13,750-
10.	Roadway & Sidewalk Aggregate Base	330	CY	\$ 75-	\$ 24,750-
11.	Temporary Erosion Control	LS	LS	\$ 5,000-	\$ 5,000-
12.	Sidewalk & Driveway Pavement	100	Tons	\$ 200-	\$ 20,000-
13.	Roadway Repair Pavements	200	Tons	\$ 200-	\$ 40,000-
14.	Slipform Concrete Curb	630	LF	\$ 25-	\$ 15,750-
15.	Raised Concrete Shoulder	100	SY	\$ 250-	\$ 25,000-
16.	12" Ø SICPE Storm Drain	130	LF	\$ 100-	\$ 13,000-
17.	15" Ø SICPE Storm Drain	630	LF	\$ 120-	\$ 75,600-
18.	Type F Catch Basins	4	EA	\$ 4,500-	\$ 18,000-
19.	4' Ø Precast Catch Basins	5	EA	\$ 5,500-	\$ 27,500-
20.	Loam & Seeding	LS	LS	\$ 10,000-	\$ 10,000-
21.	2" Rigid Insulation	3500*	SF	\$ 2-	\$ 7,000-
22.	Owner's Testing Allowance	All*	LS	\$ 3,000.00	\$ 3,000.00
23.	Detectable Warning Plate Assemblies	80	SF	\$ 150-	\$ 12,000-
24.	Pavement Markings	1	LS	\$ 5,000-	\$ 5,000-
25.	Pedestrian Activated Warning Sign/Controls	1	EA	\$ 24,500-	\$ 24,500-
26.	Speed Feedback Sign	1	EA	\$ 8,000-	\$ 8,000-
27.	Highway Signs	1	EA	\$ 350-	\$ 350-

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

TOTAL BID (IN FIGURES): \$ 423,200.00

TOTAL BID (IN WORDS): FOUR HUNDRED TWENTY THREE THOUSAND TWO HUNDRED Dollars
AND ZERO CENTS.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. Bids are subject to voter approval of project funding at the June 17th Town Meeting. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The undersigned agrees to the following:

- a. To substantially complete the work within 90 calendar days and to fully complete the work within 120 calendar days of the formal Notice to Proceed.
- b. That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

|

Date: 3/28/23

Signed: *Dan Ward*

Name: DAN WARD

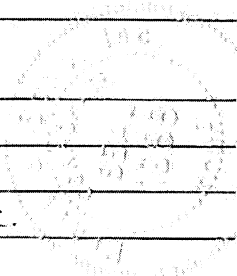
Title: GENERAL MANAGER

Representing: PRATT & SONS, INC.

Address: PO BOX 236
MECHANIC FALLS, ME 04256

Telephone: 207-345-3311

Email: NICOLE@PRATTANDSONS.NET



(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

REMINDER-BIDS ARE TO BE DELIVERED TO AND OPENED AT WESCUSTOGO HALL, 120 MEMORIAL HIGHWAY, NO. YARMOUTH IN THE MERRILL ROOM

BID BOND (PENAL SUM FORM)

Bidder Name: Pratt & Sons, Inc. Address (principal place of business): 225 Harris Road Minot, ME 04258	Surety Name: Frankenmuth Insurance Company Address (principal place of business): 1 Mutual Ave Frankenmuth, MI 48787
Owner Name: Town of North Yarmouth Address (principal place of business): 10 Village Square Rd North Yarmouth, ME 04097	Bid Project (name and location): WALNUT HILL AND CUMBERLAND ROADS PEDESTRIAN IMPROVEMENTS Bid Due Date: March 28, 2023
Bond Penal Sum: Five Percent of the Bid Amount (5%) Date of Bond: March 28, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Pratt & Sons, Inc. <small>(Full formal name of Bidder)</small>	Surety Frankenmuth Insurance Company <small>(Full formal name of Surety) (corporate seal)</small>
By: <u><i>Dan Ward</i></u> <small>(Signature)</small>	By: <u><i>Matthew Greenleaf</i></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>DAN WARD</u> <small>(Printed or typed)</small>	Name: <u>Matthew Greenleaf</u> <small>(Printed or typed)</small>
Title: <u>GENERAL MANAGER</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u><i>Andrew Ward</i></u> <small>(Signature)</small>	Attest: <u><i>Heather Martin</i></u> <small>(Signature)</small>
Name: <u>ANDREW WARD</u> <small>(Printed or typed)</small>	Name: <u>Heather Martin</u> <small>(Printed or typed)</small>
Title: <u>Witness</u>	Title: <u>Witness</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Anthony Villandry, Shannon Walton, Deborah Wentworth, Jeffrey Lind, Matthew Greenleaf, Heather Martin, Jennifer Good, Bret Cote, Erik Villandry

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

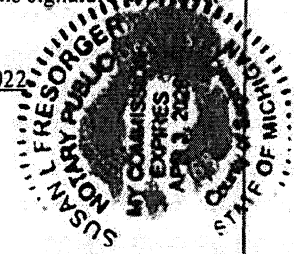
By Frederick A. Edmond, Jr., President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 28th day of March, 2023.

Andrew H. Knudsen, Executive Vice President, Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Pratt & Sons, Inc.
P.O. Box 236
Mechanic Falls, ME 04256
(207) 345-3311
(207) 345-3313

March 15, 2021

To undersigned, being the sole shareholder of Pratt and Sons, Inc., hereby authorizes the following Persons to sign all bids, forms, contracts, and bonds, which may be submitted by the corporation to and State, Local, and Federal agency:

Jonathan Pratt

Dan Ward

Nicole Gagnon

Pratt and Sons, Inc.

By:

A handwritten signature in black ink, appearing to be "Jonathan Pratt", is written over a horizontal line. Below the line, the name "Jonathan Pratt, President" is printed.

Jonathan Pratt, President

State of Maine

County of Androscoggin

Sworn to and subscribed in my presence this 15th day of March 2021.

Notary Public:

A handwritten signature in black ink, appearing to be "Sherry Madore", is written over a horizontal line.

SHERRY MADORE
NOTARY PUBLIC
State of Maine
My Commission Expires
January 29, 2022

We are an equal opportunity employer.

OTHER BIDS

PROPOSAL

WALNUT HILL AND CUMBERLAND ROADS PEDESTRIAN IMPROVEMENTS

TOWN OF NORTH YARMOUTH, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

3/27/2023

(Date)

Benjamin C. Grover

(Signed)

Name: Benjamin C. Grover

Title: Vice President

Representing: A.H. Grover, Inc.

Address: P.O. Box 307

Cumberland, Me 04021

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	LS	\$ 40,000. ⁰⁰	\$ 40,000. ⁰⁰
2.	Clearing & Grubbing	1	LS	\$ 12,000. ⁰⁰	\$ 12,000. ⁰⁰
3.	Abandon/Remove Existing Drainage	1	LS	\$ 7,500. ⁰⁰	\$ 7,500. ⁰⁰
4.	Test Pits	5*	EA	\$.01	\$.05
5.	Rip Rap	20	CY	\$ 58. ⁰⁰	\$ 1,160. ⁰⁰
6.	Roadway/Sidewalk/Ditch Excavation	600	CY	\$.01	\$ 6. ⁰⁰
7.	Ledge Excavation and Removal	20*	CY	\$.01	\$.20
8.	Excavation and Replacement of Unsuitable Fill	100*	CY	\$.01	\$ 1. ⁰⁰
9.	Roadway & Sidewalk Aggregate Subbase	250	CY	\$ 89. ⁰⁰	\$ 22,250. ⁰⁰
10.	Roadway & Sidewalk Aggregate Base	330	CY	\$ 45. ⁰⁰	\$ 14,850. ⁰⁰
11.	Temporary Erosion Control	LS	LS	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
12.	Sidewalk & Driveway Pavement	100	Tons	\$ 185	\$ 18,500. ⁰⁰
13.	Roadway Repair Pavements	200	Tons	\$ 185. ⁰⁰	\$ 37,000. ⁰⁰
14.	Slipform Concrete Curb	630	LF	\$ 27.50	\$ 17,325. ⁰⁰
15.	Raised Concrete Shoulder	100	SY	\$ 208. ⁰⁰	\$ 20,800. ⁰⁰
16.	12" Ø SICPE Storm Drain	130	LF	\$ 150. ⁰⁰	\$ 19,500. ⁰⁰
17.	15" Ø SICPE Storm Drain	630	LF	\$ 150. ⁰⁰	\$ 94,500. ⁰⁰
18.	Type F Catch Basins	4	EA	\$ 6,500. ⁰⁰	\$ 26,000. ⁰⁰
19.	4' Ø Precast Catch Basins	5	EA	\$ 7,500. ⁰⁰	\$ 37,500. ⁰⁰
20.	Loam & Seeding	LS	LS	\$ 23,000. ⁰⁰	\$ 23,000. ⁰⁰
21.	2" Rigid Insulation	3500*	SF	\$ 1.70	\$ 5,950. ⁰⁰
22.	Owner's Testing Allowance	All*	LS	\$ 3,000.00	\$ 3,000.00
23.	Detectable Warning Plate Assemblies	80	SF	\$ 55. ⁰⁰	\$ 4,400. ⁰⁰
24.	Pavement Markings	1	LS	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
25.	Pedestrian Activated Warning Sign/Controls	1	EA	\$ 20,500. ⁰⁰	\$ 20,500. ⁰⁰
26.	Speed Feedback Sign	1	EA	\$ 6,500. ⁰⁰	\$ 6,500. ⁰⁰
27.	Highway Signs	1	EA	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

TOTAL BID (IN FIGURES): \$ 437,742.25

TOTAL BID (IN WORDS): Four Hundred Thirtyseven Thousand Seven Hundred Fortytwo & 25/100 Dollars

Addendum #1 - Acknowledged

B-2R

OA2672

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. Bids are subject to voter approval of project funding at the June 17th Town Meeting. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The undersigned agrees to the following:

- a. To substantially complete the work within 90 calendar days and to fully complete the work within 120 calendar days of the formal Notice to Proceed.
- b. That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Date: 3/27/2003

Signed: Benjamin C. Grover

Name: Benjamin C. Grover

Title: Vice President

Representing: A. H. Grover, Inc.

Address: P.O. Box 307
Cumberland Me 04021

Telephone: (207) 829-3373

Email: _____

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)



REMINDER-BIDS ARE TO BE DELIVERED TO AND OPENED AT WESCUSTOGO HALL, 120 MEMORIAL HIGHWAY, NO. YARMOUTH IN THE MERRILL ROOM

PROPOSAL

WALNUT HILL AND CUMBERLAND ROADS PEDESTRIAN IMPROVEMENTS

TOWN OF NORTH YARMOUTH, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

3/27/2023

(Date)



(Signed)

Name: Dan Aceto

Title: President

Representing: Aceto & Sons Earthwork, LLC

Address: P.O. Box 516

Lisbon, ME 04250

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	LS	\$ 123,700.00	\$123,700.00
2.	Clearing & Grubbing	1	LS	\$ 6,000.00	\$6,000.00
3.	Abandon/Remove Existing Drainage	1	LS	\$ 14,500.00	\$14,500.00
4.	Test Pits	5*	EA	\$ 950.00	\$4,750.00
5.	Rip Rap	20	CY	\$ 110.00	\$2,200.00
6.	Roadway/Sidewalk/Ditch Excavation	600	CY	\$ 33.00	\$19,800.00
7.	Ledge Excavation and Removal	20*	CY	\$ 275.00	\$5,500.00
8.	Excavation and Replacement of Unsuitable Fill	100*	CY	\$ 38.00	\$3,800.00
9.	Roadway & Sidewalk Aggregate Subbase	250	CY	\$ 48.00	\$12,000.00
10.	Roadway & Sidewalk Aggregate Base	330	CY	\$ 56.00	\$18,480.00
11.	Temporary Erosion Control	LS	LS	\$ 5,000.00	\$5,000.00
12.	Sidewalk & Driveway Pavement	100	Tons	\$ 200.00	\$20,000.00
13.	Roadway Repair Pavements	200	Tons	\$ 160.00	\$32,000.00
14.	Slipform Concrete Curb	630	LF	\$ 24.25	\$15,277.50
15.	Raised Concrete Shoulder	100	SY	\$ 162.50	\$16,250.00
16.	12" Ø SICPE Storm Drain	130	LF	\$ 70.00	\$9,100.00
17.	15" Ø SICPE Storm Drain	630	LF	\$ 76.00	\$47,880.00
18.	Type F Catch Basins	4	EA	\$ 3,600.00	\$14,400.00
19.	4' Ø Precast Catch Basins	5	EA	\$ 4,100.00	\$20,500.00
20.	Loam & Seeding	LS	LS	\$ 15,000.00	\$ 15,000.00
21.	2" Rigid Insulation	3500*	SF	\$ 4.00	\$14,000.00
22.	Owner's Testing Allowance	All*	LS	\$ 3,000.00	\$ 3,000.00
23.	Detectable Warning Plate Assemblies	80	SF	\$ 90.00	\$7,200.00
24.	Pavement Markings	1	LS	\$ 3,850.00	\$3,850.00
25.	Pedestrian Activated Warning Sign/Controls	1	EA	\$ 29,500.00	\$29,500.00
26.	Speed Feedback Sign	1	EA	\$ 8,600.00	\$8,600.00
27.	Highway Signs	1	EA	\$ 820.00	\$820.00

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

TOTAL BID (IN FIGURES): \$ 473,107.50

TOTAL BID (IN WORDS): Four hundred seventy three thousand, one hundred seven and Dollars
fifty cents

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. Bids are subject to voter approval of project funding at the June 17th Town Meeting. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

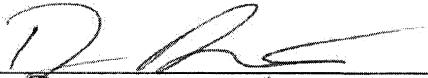
The undersigned agrees to the following:

- a. To substantially complete the work within 90 calendar days and to fully complete the work within 120 calendar days of the formal Notice to Proceed.
- b. That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Addenda # 1

Date: 3/27/2023

Signed: 

Name: Dan Aceto

Title: President

Representing: Aceto & Son Earthwork, LLC

Address: P.O. Box 516

Lisbon, ME 04250

Telephone: 207.740.6763

Email: _____

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

REMINDER-BIDS ARE TO BE DELIVERED TO AND OPENED AT WESCUSTOGO HALL, 120 MEMORIAL HIGHWAY, NO. YARMOUTH IN THE MERRILL ROOM

PROPOSAL

WALNUT HILL AND CUMBERLAND ROADS PEDESTRIAN IMPROVEMENTS

TOWN OF NORTH YARMOUTH, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 90 days after the actual date of the opening thereof.

March 28, 2023
(Date)

Robert Storey
(Signed)
Name: Robert Storey
Title: General Manager
Representing: Storey Brothers, Inc
Address: 215 Middle Rd.
Cumberland, ME 04021

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	LS	\$ <u>67,950</u>	\$ <u>67,950</u>
2.	Clearing & Grubbing	1	LS	\$ <u>3,000</u>	\$ <u>3,000</u>
3.	Abandon/Remove Existing Drainage	1	LS	\$ <u>18,000</u>	\$ <u>18,000</u>
4.	Test Pits	5*	EA	\$ <u>800</u>	\$ <u>4,000</u>
5.	Rip Rap	20	CY	\$ <u>75</u>	\$ <u>1,500</u>
6.	Roadway/Sidewalk/Ditch Excavation	600	CY	\$ <u>25</u>	\$ <u>15,000</u>
7.	Ledge Excavation and Removal	20*	CY	\$ <u>400</u>	\$ <u>8,000</u>
8.	Excavation and Replacement of Unsuitable Fill	100*	CY	\$ <u>65</u>	\$ <u>6,500</u>
9.	Roadway & Sidewalk Aggregate Subbase	250	CY	\$ <u>57</u>	\$ <u>14,250</u>
10.	Roadway & Sidewalk Aggregate Base	330	CY	\$ <u>85</u>	\$ <u>28,050</u>
11.	Temporary Erosion Control	LS	LS	\$ <u>18,000</u>	\$ <u>18,000</u>
12.	Sidewalk & Driveway Pavement	100	Tons	\$ <u>220</u>	\$ <u>22,000</u>
13.	Roadway Repair Pavements	200	Tons	\$ <u>220</u>	\$ <u>44,000</u>
14.	Slipform Concrete Curb	630	LF	\$ <u>24</u>	\$ <u>15,120</u>
15.	Raised Concrete Shoulder	100	SY	\$ <u>195</u>	\$ <u>19,500</u>
16.	12" Ø SICPE Storm Drain	130	LF	\$ <u>80</u>	\$ <u>10,400</u>
17.	15" Ø SICPE Storm Drain	630	LF	\$ <u>86²⁵</u>	\$ <u>54,337⁵⁰</u>
18.	Type F Catch Basins	4	EA	\$ <u>4,400</u>	\$ <u>17,600</u>
19.	4' Ø Precast Catch Basins	5	EA	\$ <u>6,995</u>	\$ <u>34,975</u>
20.	Loam & Seeding	LS	LS	\$ <u>34,000</u>	\$ <u>34,000</u>
21.	2" Rigid Insulation	3500*	SF	\$ <u>4</u>	\$ <u>14,000</u>
22.	Owner's Testing Allowance	All*	LS	\$ 3,000.00	\$ 3,000.00
23.	Detectable Warning Plate Assemblies	80	SF	\$ <u>155</u>	\$ <u>12,400</u>
24.	Pavement Markings	1	LS	\$ <u>4,700</u>	\$ <u>4,700</u>
25.	Pedestrian Activated Warning Sign/Controls	1	EA	\$ <u>30,975</u>	\$ <u>30,975</u>
26.	Speed Feedback Sign	1	EA	\$ <u>10,260</u>	\$ <u>10,260</u>
27.	Highway Signs	1	EA	\$ <u>800</u>	\$ <u>800</u>

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

TOTAL BID (IN FIGURES):\$ 512,317.50

TOTAL BID (IN WORDS): Five hundred twelve thousand three hundred Seventeen and 50/100 Dollars

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. Bids are subject to voter approval of project funding at the June 17th Town Meeting. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The undersigned agrees to the following:

- a. To substantially complete the work within 90 calendar days and to fully complete the work within 120 calendar days of the formal Notice to Proceed.
- b. That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

#1 dated March 20, 2023

Date: March 28, 2023

Signed: Robert Storey

Name: Robert Storey

Title: General Manager

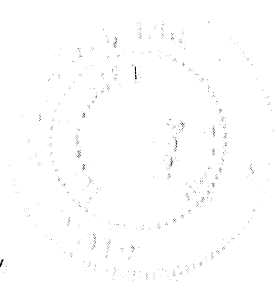
Representing: Storey Brothers, Inc.

Address: 215 Middle Rd.

Cumberland, ME 04021

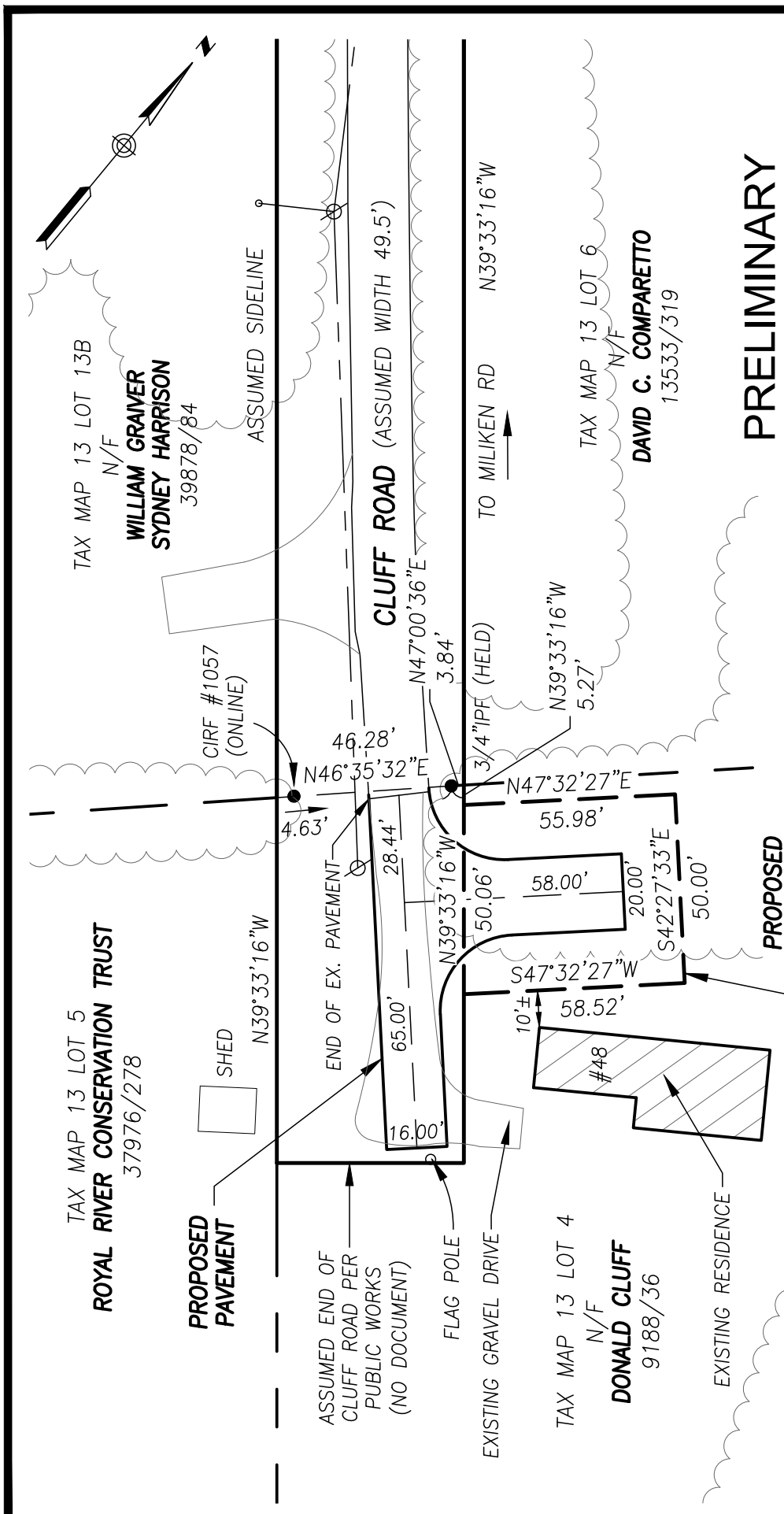
Telephone: 829-4282

Email: robstorey@maine.rr.com



(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

REMINDER-BIDS ARE TO BE DELIVERED TO AND OPENED AT WESCUSTOGO HALL, 120 MEMORIAL HIGHWAY, NO. YARMOUTH IN THE MERRILL ROOM



PRELIMINARY

Easement Exhibit
Cluff Road
North Yarmouth, Maine
Made for
Town of North Yarmouth
OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, MAINE 04105

PROPOSED TURN-AROUND EASEMENT AREA = 8,327 S.F. ±

SCALE : 1" = 40'

Plan Reference
 "BOUNDARY SURVEY, FERN HOLLOW, 48 CLUFF ROAD, NORTH YARMOUTH MADE FOR OWNER OF RECORD, ROYAL RIVER CONSERVATION TRUST," BY OWEN HASKELL, INC., DATED DEC. 6 2022. OHI JOB# 2021-016NY. RECORDED IN PLAN BOOK 222, PAGE 557

TAX MAP 13 LOT 5
ROYAL RIVER CONSERVATION TRUST
 37976/278

TAX MAP 13 LOT 6
DAVID C. COMPARETTO
 13533/319

TAX MAP 13 LOT 4
 N/F
DONALD CLUFF
 9188/36

TAX MAP 13 LOT 13B
 N/F
WILLIAM GRAVER
SYDNEY HARRISON
 39878/84

VII. ZONING DISTRICT REGULATIONS

TABLE 7.1 LAND USES BY ZONING DISTRICT [AMENDED 5/17/08 ¹ 6/19/21]							
A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use							
USES***	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Residential Uses							
Single-family detached dwelling ²	P	P	P	N	P	SPR	P
Duplex	P	P	P	N	P	N	P
Manufactured housing - individual lot ⁴	P	P	P	N	P	SPR	P
Conversions - seasonal to year-round residences	P	P	P	N	P	SPR	P
Mobile Home Park	CU/SPR	SPR	N	N	N	N	N
Multiple Residential units in a permitted Building Type ⁹	SPR	N	N	N	N	N	SPR
Accessory Apartment ⁵ [Amended 5/17/08]	P	P	P	N	N	N	P
Accessory use – Home Occupation ⁶	P	P	P	N	SPR	SPR	SPR
Home heating fuel tanks & fuel storage (greater than 660 gallons of liquid fuel ⁷ per parcel of land)	SPR	SPR	SPR	N	N	N	N
Accessory use – Home Based Occupation ⁸ [Amended 5/30/09]	P	P	P	N	N	SPR	SPR
Commercial and Industrial Uses							
Beauty salons	SPR	CU/SPR	N	N	N	N	CU/SPR
Bed and breakfast	SPR	SPR	SPR**	N	N	N	SPR
Boat builders and refinishers	SPR	N	N	N	N	N	N
Business/professional office less than 2,000 sq.ft. gross floor area	SPR	SPR	CU/SPR*	N	N	N	SPR
Business/professional office, 2,000 to 10,000 sq.ft. gross floor area	SPR	N	N	N	N	N	SPR
Retail sales/services, less than 2,000 sq.ft. gross floor area	SPR	SPR	N	N	N	N	SPR
Retail sales/services, 2,000 to 10,000 sq.ft. gross floor area	SPR	N	N	N	N	N	CU/SPR
Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. **Can only be conversions of buildings in existence as of June 14, 2005 *** For all Use definitions please refer to section XII							

¹ Tables were also reformatted to include blank lines for future amendments.

² Includes "community living arrangements" for 8 or fewer persons with disabilities as defined in 30-A M.R.S. Section 4357-A

³ Single-family residential structures may be allowed by special exception only according to the provisions of Section 7-5. Special Exceptions. Two-family residential structures are prohibited.

⁴ Shall meet the requirements of Section 11-5. Manufactured Housing On Individual Lots

⁵ Shall meet the requirements of Section 11-1. Accessory Apartments

⁶ Shall meet the requirements of Section 11-4. Home Occupations

⁷ Propane tanks, or other tanks with liquefied gaseous fuels are allowed. Home heating fuel tanks and fuel storage of 660 gallons or less is allowed with all residential uses.

⁸ Signs, exterior displays and any other indications of a home-based occupation in a residential zone require conditional use approval from the Planning Board [Amended 5/30/09]

⁹ See Section X Section 10.4 for permitted Building Types.

TABLE 7.1 LAND USES BY ZONING DISTRICT (continued from prior page)
A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review)
CU = Conditional Use (Planning Board Review); N = Prohibited Use

USES***	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Commercial and Industrial Uses (continued)							
Retail sales/services with 10,000 sq.ft. gross floor area, or more	N	N	N	N	N	N	N
Restaurants with less than 2,000 sq.ft. gross floor area	SPR	SPR	CU/SPR **	N	N	N	SPR
Restaurants with 2,000 sq.ft. gross floor area, or more	SPR	SPR	CU/SPR**	N	N	N	CU/SPR
Tavern	CU/SPR	CU/SPR	CU/SPR	N	N	N	CU/SPR
Small Brewery, Small Winery, Small Distillery	CU/SPR	CU/SPR	CU/SPR	N	N	N	CU/SPR
Assembly Venue	SPR	SPR	SPR	N	N	CU/SPR	CU/SPR
Farm Stand	A	A	A	N	N	A	A
Takeout eating place	SPR	SPR	N	N	N	N	SPR
Drive-through eating place	N	N	N	N	N	N	N
Redemption center less than 2,000 sq. ft. gross floor area	SPR	N	N	N	N	N	N
Commercial food processors, other than those where food is raised on the premises (see Natural Resource Based Uses)	SPR	SPR	SPR	N	N	N	N
Financial institution	SPR	N	N	N	N	N	SPR
Financial institution with drive through	CU/SPR	N	N	N	N	N	CU/SPR
Laundromat	SPR	N	N	N	N	N	SPR ¹
Dry cleaners' drop-off, no dry cleaning - processing	SPR	SPR	N	N	N	N	SPR
Dry cleaners - processing	N	N	N	N	N	N	N
Printers and photo processors	SPR	CU/SPR	N	N	N	N	CU/SPR
Motor vehicle services/repairs and body shops/sales [limited to small operations; 10 or fewer vehicles on site at a time]	SPR	CU/SPR	CU/SPR	N	N	N	N
Gas and/or service stations, sale of gas accessory to retail	SPR	CU/SPR	N	N	N	N	N
Petroleum/petroleum product storage for retail/wholesale sales, including fuel oil distributors	N	N	N	N	N	N	N
Petroleum/petroleum product use/storage for business use; more than 660 gallons of liquid fuel per parcel	SPR	SPR	SPR	N	N	N	N
Petroleum/petroleum product use/storage for business use; 660 gallons or less of liquid fuel ¹ per parcel	P	P	P	N	N	N	CU/SPR
Auto washing facilities	SPR	N	N	N	N	N	SPR ¹

Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.

**Can only be conversions of buildings in existence as of June 14, 2005

*** For all Use definitions please refer to section XII

TABLE 7.1 LAND USES BY ZONING DISTRICT (continued from prior page)

A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use							
USES ****	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Commercial and Industrial Uses (continued)							
Discharge of commercial or industrial Nondomestic wastewater or wash water to an onsite septic disposal system	N	N	N	N	N	N	N
Light manufacturing, Warehousing & Storage, and Trucking & Distribution less than 5,000 sq.ft. gross floor area	SPR	SPR	SPR	N	N	N	CU/SPR***
Light manufacturing, 5,000 sq.ft. to 20,000 sq.ft. gross floor area	SPR	SPR	SPR	N	N	N	N
Warehousing & storage, 5,000 to 20,000 sq.ft. gross floor area	SPR	N	CU/SPR	N	N	N	N
Trucking & distribution facility, 5,000 to 20,000 sq.ft. gross floor area	SPR	N	CU/SPR	N	N	N	N
Wholesale business, research & development, light manufacturing, warehousing & storage, or trucking & distribution facility, 20,000 sq.ft. gross floor area or more	N	N	N	N	N	N	N
Excavating contractors and general contractors	SPR	SPR	SPR	N	N	N	SPR
Funeral homes	CU/SPR	CU/SPR	N	N	N	N	SPR
Commercial/Industrial Nondomestic solid waste disposal, transfer station and/or recycling facility	N	N	N	N	N	N	N
Junkyard/auto graveyard/auto recycling	N	N	N	N	N	N	N

Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.
 **Can only be conversions of buildings in existence as of June 14, 2005.
 ***Except that the Planning Board may substitute "sq. ft. of Building Footprint" for "sq. ft. gross floor area", as long as the applicant shows that the additional square footage will not impact the site as far as standards of review such as parking, # of employees, and impervious surface restrictions, and any other requirements of review. [Amended 5/13/06]
 **** For all Use definitions please refer to section XII

TABLE 7.1 LAND USES BY ZONING DISTRICT (continued from prior page)

A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review)

CU = Conditional Use (Planning Board Review); N = Prohibited Use

USES***	Village Center	Village Residential	Farm and Forest	Resource Protection ¹	Residential Shoreland ¹	Royal River Overlay*	Groundwater Overlay*
Utility Uses							
Essential services, excepting the following (a. and b.) ² [Amended 5/17/08]	P	P	P	SPR	SPR	P	CU/SPR
a. Roadside distribution lines (34.5kV and lower)	P	P	P	P	P	P	P
b. non-roadside or cross-country distribution lines	P	P	P	SPR	SPR	SPR	P
Community scale ground mount solar	SPR	SPR	SPR	N	N	N	SPR
Service drops, as defined, to allowed uses ³	A	A	A	P	A	P	A
Public utility buildings	SPR	SPR	SPR	SPR	SPR	SPR	SPR
Oil pipelines	CU/SPR	CU/SPR	CU/SPR	CU/SPR	CU/SPR	CU/SPR	N
Telecommunications towers	SPR	CU/SPR	SPR	N	SPR	N	SPR
Institutional Uses							
Public and private schools	SPR	SPR	CU/SPR	N	N	N	SPR
Public and private schools over 50,000 sq ft	CU/SPR	N	N	N	N	N	CU/SPR
Day care and nursery schools	SPR	SPR	CU/SPR	N	N	N	SPR
Church including accessory residence	SPR	SPR	N	N	N	N	SPR
Cemetery ⁵	SPR	SPR	P	N	N	N	N
Library and museum	SPR	SPR	N	N	N	N	SPR
Fraternal and social institutions	SPR	CU/SPR	CU/SPR	N	N	N	CU/SPR
Municipal and other governmental buildings	SPR	SPR	SPR	N	N	N	SPR
New municipal transfer stations	SPR	SPR	SPR	N	N	N	N
Municipal recycling facility	SPR	SPR	N	N	N	N	SPR
Nursing home/congregate care	SPR	CU/SPR	N	N	N	N	SPR ⁴
Small non-residential facilities less than 5,000 sq.ft gross floor area for educational, scientific, or nature interpretation purposes	SPR	SPR	SPR	N	SPR	N	SPR

Notes:

*Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.

*** For all Use definitions please refer to section XII

38
 9-1 See restrictions Section 9-1. Residential Shoreland District and Resource Protection District Standards.
 9-2 Utilities (gas, water, power lines etc.) excluding service drops and buildings, as defined in Section XII. Definitions.
 9-3 Electric and/or telephone utility line extensions, see restrictions in Section 9-1. Residential Shoreland District and Resource Protection District Standards.
 9-4 Must be served by sewer or advanced wastewater treatment systems for on-site sewage disposal.
 9-5 See Family Burial Ground

TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page)

A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use							
USES***	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Recreational Uses							
Campground	N	N	SPR	N	SPR	CU/SPR	N
Individual campsite	P	P	P	P	P	P	P
Golf course including club house	SPR	SPR	SPR	CU/SPR ¹	SPR	N	N
Fully enclosed places of recreation	SPR	CU/SPR	N	N	N	N	SPR
Piers/Docks/Wharfs/Bridges – Permanent	P	P	P	SPR ²	SPR ²	SPR	SPR
Piers/Docks/Wharfs/Bridges – Temporary	P	P	P	P ₂	P ₂	P	P
Marinas/Sheds/Boating facilities	-	-	-	N	SPR	N	N
Non-intensive recreational uses not requiring structures, roads or parking facilities, such as hunting, fishing, hiking	A	A	A	A	A	A	A
Government and non-profit parks and outdoor recreation	P	P	P	CU/SPR	SPR	SPR	SPR
Public and private recreational areas involving no structural development; recreational trails	A	A	A	SPR	SPR	SPR	A
Natural Resource Based Uses							
Aquaculture	A	A	A	SPR	SPR	SPR	N
Agriculture ³	A	A	A	SPR	A	A	SPR
Commercial processing of vegetables/crops raised on premises	P	P	P	N	SPR	N	SPR
Commercial processing of poultry and/or livestock raised on the premises (meat packer, slaughterhouse)	SPR	SPR	SPR	N	N	N	N
Storage, handling, processing, disposal and/or utilization of sludge/ash	N	N	N	N	N	N	N
Forest management activities, except timber harvesting	A	A	A	A	A	A	A
Notes: * Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.							
*** For all Use definitions please refer to section XII							

¹ Clubhouse prohibited in Resource Protection District.

² Excluding bridges and other crossings not involving earth work, in which case no permit is required. [Adopted 5/17/08]

³ Agriculture: The production, boarding, keeping or maintenance for sale or lease of plants and/or animals, including but not limited to: forages and sod crops; grains and seed crops; dairy animals and dairy products; poultry and poultry products; livestock; fruits and vegetables; Christmas trees; and ornamental and green house products. Agriculture does not include forest management and timber harvesting activities. Agricultural activities for personal use only, do not require a Permit from the Planning Board.

TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page)

**A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review)
 CU = Conditional Use (Planning Board Review); N = Prohibited Use**

USES***	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Natural Resource Based Uses (continued)							
Timber harvesting	A	A	A	P	A	A	SPR ¹
Mineral exploration	N	N	P	N	P	A	N
Mineral extraction (including sand & gravel) 100 cubic yards to 999 cubic yards within any 12-month period	A	A	A	N	CU/SPR	N	CU/SPR
Commercial mineral extraction (including sand & gravel) 1,000 cubic yards or more within any 12-month period	N	N	SPR	N	N	N	N
Lumber yards including milling, distribution of wood products, wholesale/retail sales of building materials	SPR	SPR	CU/SPR	N	N	N	SPR
Commercial processing of wood including cutting, sawing, splitting, and chipping	SPR	SPR	SPR	N	N	N	SPR
Landscaping business, nursery, garden center	SPR	SPR	SPR	N	N	N	N
Soil and water conservation practices	A	A	A	A	A	A	A
Surveying and resource analysis	A	A	A	A	A	A	A
Wildlife management practices	A	A	A	A	A	A	A
Municipal and Public Safety Signs	SPR	SPR	SPR	SPR	SPR	SPR	SPR

Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.

*** For all Use definitions please refer to section XII

¹ Permit required when timber harvest consists of more than 5 acres (this includes transportation or utility corridors).

TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page)

**A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review)
 CU = Conditional Use (Planning Board Review); N = Prohibited Use**

USES***	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Other Uses							
Abandoned wells	N	N	N	N	N	N	N ¹
Private airstrip	P	P	P	N	CU/SPR	N	CU/SPR ²
Commercial airport: fueling area or maintenance area	N	N	CU/SPR	N	N	N	N
Clearing or removal of vegetation for activities other than timber harvesting [Amended 5/17/08]	A	A	A	SPR	A	SPR	A
Demolition	P	P	P	P	P	P	P
Family Burial Ground [Amended 4/28/18]	SPR	SPR	SPR	SPR	SPR	SPR	SPR
Filling and earth moving of less than 10 cubic yards	A	A	A	P	A	A	A
Filling and earth moving of 10 cubic yards or more	A	A	A	SPR	P	P	P
Emergency operations and fire prevention activities	A	A	A	A	A	A	A
Land reclamation	P	P	P	SPR	P	SPR	SPR
Storage of chemicals, including herbicides, pesticides or fertilizers other than amounts normally associated with individual households or farms							
Subsurface waste disposal and sewage systems	SPR	SPR	SPR	N	N	N	N
Advanced wastewater treatment systems	P	P	P	P	P	P	P
Storm water impoundments	P	P	P	P	P	P	SPR
Wastewater impoundments	SPR	SPR	SPR	N	N	N	SPR
Industrial waste disposal	N	N	N	N	N	N	N
Industrial waste disposal	N	N	N	N	N	N	N

Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.

*** For all Use definitions please refer to section XII

¹ Must be filled with inert material; see Section 9-2. Groundwater Protection Overlay District: Best Management Standards.

² No more than 660 gallons of liquid fuel per parcel of land may be stored on-site.

TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page)

A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use							
USES***	Village Center	Village Residential	Farm and Forest	Resource Protection	Residential Shoreland	Royal River Overlay*	Groundwater Overlay*
Other Uses (continued)							
Parking associated with single family and two-family dwellings, and non-commercial farmsteads	A	A	A	N ₁	SPR	SPR	A
Parking associated with uses other than single family and two-family dwellings, and non-commercial farmsteads	SPR	SPR	SPR	N	SPR	SPR	SPR
Road, driveway construction	P	P	P	N ₂	SPR	SPR	P
New or expanded driveway/entrance onto public road	P	P	P	N	SPR	SPR	P
Overnight storage or parking of vehicles and equipment containing over 50 gallons of fuel, excluding municipal storage and parking of vehicles	A	A	A	N	N	N	P
Covered sand and salt piles	P	P	P	N	N	N	SPR
Snow dumps	SPR	SPR	SPR	N	N	N	N
Railroad stations and railroad yards	CU/SPR	SPR	SPR	N	N	N	N
Underground fuel storage tanks, other than propane	P	P	P	N	N	N	N
Signs	P	P	P	P	P	SPR	P

Notes:

*Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch.

*** For all Use definitions please refer to section XII

¹ See Section 9-1. Residential Shoreland District and Resource Protection District Performance Standards

² Except as provided in Section IX. Section 9-1.L. [Amended 5/17/08]

LUO Section XII Definitions

Assembly Venue: Any building other than a place of worship which is used as a facility for the holding of events including meetings, weddings, wedding receptions, community meetings and other types of group gatherings.

Farm Stand: A roadside stand not exceeding 200 square feet in floor area selling only farm, garden, greenhouse, or nursery products, and between Labor Day and Christmas, cut Christmas trees, garlands, wreaths and wreath material. A Farm Stand may not sell marijuana in any form.

North Yarmouth LOU External Citation Updates
3.30.2023

Page Number	Current Citation	Updated Citation
5	30-A M.R.S., Sections 4.3,1,2 et seq.	30-A M.R.S. § 4301, et seq.
9	§ 1.8.D.2 should be stricken and replaced with the following language:	“The Planning Board shall hold a public hearing in accordance with 30-A M.R.S. § 4352(8).”
21	Title 38, M.R.S § 482	38 M.R.S. §§ 481–489-E
31	“latest edition of the Trip Generation Manual of the Institution of Traffic Engineers”	Ben S to verify that this is correct
38	30-A M.R.S. §§ 4401-4407	30-A M.R.S. §§ 4401-4408
44	“latest edition of the Trip Generation Manual of the Institution of Traffic Engineers”	Ben S to verify that this is correct
44	Title 23, section 7.4	23 M.R.S. § 704
49	Title 23, section 704	23 M.R.S. § 704
49	“latest edition of the Trip Generation Manual of the Institution of Traffic Engineers”	Ben S to verify that this is correct
58	Title 23, section 704	23 M.R.S. § 704
64	“For purposes of this subsection, a disability has the same meaning as a physical or mental handicap under Title 5, Section 4553,”	“For the purposes of this subsection, a disability has the same meaning as a “physical or mental disability” under 5 M.R.S. § 4553(7-A),”
89	“latest edition of the Trip Generation Manual of the Institution of Traffic Engineers”	Ben S to verify that this is correct
92	Manual on Uniform Traffic Control Devices	Ben S to verify that this is correct
113	“ <i>Manure Utilization Guidelines</i> published by the Maine Department of Agriculture on November 1, 2001 (most current edition) and the Nutrient Management	“ <i>Manure Utilization Guidelines</i> published by the Maine Department of Agriculture on November 1, 2001 (or most current edition) and the Nutrient

	Law (7 M.R.S. Sections 4201-4209,”	Management Law (7 M.R.S. §§ 4201- 4214)”
245	§ 11.1.B.2: “The conversion must also comply with all provisions of the State of Maine Plumbing Code and all sections of BOCA Building Code.”	The conversion must also comply with current versions of the Universal Plumbing Code and the Maine Uniform Building and Energy Code as adopted by Town of North Yarmouth.”
273	Definition of “Community Living Arrangements”: Fair Housing Act U.S. Code, Sec. 3602	Fair Housing Act, 42 U.S.C. § 3602(h)
281	Definition of “Pond”: Natural Resource Protection Act	Maine Natural Resource Protection Act
282	Definition of “Recreational Vehicle”: State Division of Motor Vehicles	Maine Bureau of Motor Vehicles