

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, May 07, 2024  
Regular Business Meeting  
Immediately Following the 6:30PM Joint Budget Meeting  
Wescustogo Hall & North Yarmouth Community Center**

**Select Board Members**

Amy Haile, Chair  
Karl Cyr, Board Member

Andrea Berry, Vice Chair  
Paul Hodgetts, Board Member

Katherine Maloney, Board Member

**1. Call to Order**

A. Pledge of Allegiance

**2. Appointments**

- A. Ecomaine Board Resignation-Robert Wood
- B. Open Space & Planning Committee Appointment-Stacey Caulk-Alternate Member
- C. Planning Board Appointment-Caroline Fetigan-Regular Member

**3. Announcements**

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

**5. New Business**

- A. MOU-Town of Gray CEO Services
- B. Management of Tax Acquired Property Ordinance Amendment

**6. Old Business**

- A. EDSC-Extend Deadline for Sidewalk Charge
- B. Committee Forum Planning

**7. Consent Agenda**

- A. Municipal Accounts Payable and Payroll Warrants
- B. Select Board Minutes of April 16, 2024
- C. Special Select Board Minutes of April 23, 2024
- D. Special Town Meeting Warrant-Notice of Election

**8. Management Reports & Communications**

- A. Town Manager's Report

**9. Any Other Business**

**10. 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*

May 7, 2024

### **2. *Appointments***

#### A. Ecomaine Board Resignation-Rob Wood

##### **Suggested Motion**

**Accept Robert Woods resignation to the Ecomaine Board of Directors.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

#### B. Open Space & Planning Committee Appointment

##### **Suggested Motion**

**Appoint Stacey Calk as an alternate member to the Open Space and Planning Committee.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

#### C. Planning Board Appointment

##### **Suggested Motion**

**Appoint Caroline Fetigan as regular member to the Planning Board.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

### **5. *New Business***

#### A. MOU-Town of Gray CEO Services

The position of Code Enforcement Officer in North Yarmouth is vacant. North Yarmouth would like to retain the services of Code Enforcement Officer appointed by gray, to also serve as Code Enforcement Officer North Yarmouth.

With this agreement in place, it will allow time for North Yarmouth to evaluate the need for a Code Enforcement Office in a full-time or part-time capacity.

# Town of North Yarmouth Select Board Business

## *Summary of Recommended Motions & Other Action Items*

This agreement will expire June 30, 2025, unless extended by mutual agreement of the Towns or unless earlier terminated by either Town.

The Town of Gray and North Yarmouth has agreed that the time expended by the CEO and CEO Staff in performance of Services for the duration of this agreement shall be valued at a flat rate of \$40,000 (forty thousand dollars) annually paid in equal monthly payments.

### **Suggested Motion**

**To approve the MOU as presented and authorize the Town Manager to execute the agreement.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

### **B. Management of Tax Acquired Property Ordinance Amendment**

On April 16, 2024, the Governor signed LD 2262, “An Act to Amend the Process for the Sale of Foreclosed Properties Due to Nonpayment of Taxes.” The recently-enacted LD 2262 includes significant changes to that process.

Municipalities will need to adjust their policies and ordinance relating to tax-acquired properties to ensure that they are complying with the new requirements of LD 2262.

The proposed amendments contain housekeeping changes and sites that the Town shall comply with all provisions set forth in 36 M.R.S. § 943-C as may be amended from time to time.

*Preit Flaherty*

### **Suggested Motion**

**To approve the amendments as presented and authorize the Town Manager to add this ordinance to the Annual Town Meeting warrant for voter approval.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

# Town of North Yarmouth Select Board Business

## *Summary of Recommended Motions & Other Action Items*

### **8. Consent Agenda**

#### A. Municipal Accounts Payable Warrants

#84 \$ 3,672.29

#87 \$ 43,637.50

#88 \$ 11,505.56

#90 \$889,310.21

#91 \$ 4,988.03

#92 \$ 27,904.37

#### Municipal Payroll Warrants

#85 \$ 9,427.06

#89 \$ 45,356.88

#### B. Select Board Minutes of April 16, 2024

#### C. Special Select Board Minutes of April 23, 2024

#### D. Special Town Meeting Warrant-Notice of Election

### **Suggested Motion**

**To approve the consent agenda as presented.**

**Motion \_\_\_\_\_, Second \_\_\_\_\_ Vote \_\_\_\_\_**

## Submission #37

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### Submission information

Form: [Boards & Committees Volunteer Application](#)

Submitted by Anonymous (not verified)

March 31, 2024 - 2:57pm

98.2.209.135

Select the Board(s) or Committee(s) you would like to serve on:

Please choose one or two board(s) or committee(s) below. Your first option will be considered by the Select Board. Your second option will be considered if your first option is not available. You do not need to choose two options but may if you choose.

#### 1st Option

Open Space Committee

#### 2nd Option

**Name:**

Stacey Caulk

**Phone Number:**

[REDACTED]

**Email:**

[REDACTED]

**Mailing Address:**

553 Mountfort Road

Please Provide the Following Information:

**1. Please give a short narrative as to why you would like to be appointed to the Board(s) or Committee(s) you have selected above:**

As my youngest has gotten a little more indendent (first grade will do that), I'd like to go back to volunteering in the community. Given my personal interest in ensuring that outdoor accesss is available for

all through thoughtful conservation, and my significant professional experience in this area, there is nothing I'd like more than to be able to give back to the town in accordance with my interests AND expertise.

**2. Do you have any relevant experience, training or credentials that you would like us to consider?**

I am a conservation and environmental attorney at Drummond Woodsum and co-chair the firm's conservation practice. I represent a number of large Maine-based conservation organizations and assist in their acquisition of new conservation easements as well as in their ongoing stewardship obligations, including enforcement if it becomes necessary.

**3. Have you ever served on any boards/committees before? If so, when and where?**

Most recently - Greely PTO for four years; co-chair of my child's cooperative pre-school for one year; Alumnae class secretary for 5 years; Board member (including vice-chair) of my Maine Alumnae Association for 6 years; also serve on several committees for my work

**Date:**

March 31, 2024

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# Submission #32

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## Submission information

Form: [Boards & Committees Volunteer Application](#)  
Submitted by Anonymous (not verified)  
March 3, 2024 - 9:46am  
2600:1000:b098:8ae9:34ca:84ff:febf:f626

## Select the Board(s) or Committee(s) you would like to serve on:

Please choose one or two board(s) or committee(s) below. Your first option will be considered by the Select Board. Your second option will be considered if your first option is not available. You do not need to choose two options but may if you choose.

### 1st Option

Planning Board

### 2nd Option

Waste Reduction Committee

### Name:

Caroline Fetigan

### Phone Number:

[REDACTED]

### Email:

[REDACTED]

### Mailing Address

251 Greely Road

## Please Provide the Following Information:

**1. Please give a short narrative as to why you would like to be appointed to the Board(s) or Committee(s) you have selected above:**

I'd like to invest more personal time and energy in ensuring the successful and sustainable future of the town as we face more challenges due to climate change.

**2. Do you have any relevant experience, training or credentials that you would like us to consider?**

I was the business manager at Garbage to Garden for the last seven years, and am still involved in long and short term special projects for the business. I excel at critical thinking, research, and strategy. On a personal level, I like to build, grow food, raise animals, and paint. Although I have no formal training in city planning, each of my hobbies requires long term vision and careful and measured thought.

**3. Have you ever served on any boards/committees before? If so, when and where?**

I have not served on any town boards or committees.

**Date:**

March 3, 2024

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## Submission #32

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#### 1st Option

Planning Board

#### 2nd Option

Waste Reduction Committee

#### Name:

Caroline Fetigan

#### Phone Number:

[REDACTED]

#### Email:

[REDACTED]

#### Mailing Address

251 Greely Road

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**1. Please give a short narrative as to why you would like to be appointed to the Board(s) or Committee(s) you have selected above:**

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**2. Do you have any relevant experience, training or credentials that you would like us to consider?**

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**3. Have you ever served on any boards/committees before? If so, when and where?**

I have not served on any town boards or committees.

**Date:**

March 3, 2024

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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR CODE ENFORCEMENT OFFICER**

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made this \_\_\_ day of April, 2024, by and between the **Town of North Yarmouth**, a municipality organized under the laws of the State of Maine, with a mailing address of 10 Village Square Road, North Yarmouth, Maine 04907 (“North Yarmouth”) and the **Town of Gray**, a municipality organized under the laws of the State of Maine, with a mailing address of 24 Main Street, Gray, Maine 04039 (“Gray”) (individually, each a “Town,” and together, the “Towns”).

W I T N E S S E T H:

**WHEREAS**, the position of Code Enforcement Officer in North Yarmouth is currently vacant;  
and

**WHEREAS**, while the position remains vacant, the North Yarmouth Select Board wishes to retain the services of the Code Enforcement Officer appointed by Gray, to also serve as Code Enforcement Officer for North Yarmouth; and

**WHEREAS**, Gray has agreed to allow the Code Enforcement Officer and the staff of the Gray Code Enforcement Office to provide services in North Yarmouth, while remaining full-time employees of Gray, consistent with the requirements of Maine law, Gray Charter, and this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.**
  - a. ***Generally.*** Gray shall provide North Yarmouth with certain Code Enforcement Officer services, all as further outlined in **Schedule A** to this Agreement (the “Services”). The Services will be performed by or at the direction of the Lead Code Enforcement Officer appointed by Gray (the “CEO”), who during the term of this Agreement shall serve as Code Enforcement Officer for North Yarmouth, subject to appointment to such office by the North Yarmouth Select Board and North Yarmouth’s completion of all other official acts of appointment as required by applicable law. The CEO may assign work to other staff within the Gray Code Enforcement Office to be performed for North Yarmouth as the CEO deems necessary and reasonable (“CEO Staff”).
  - b. ***Hours Per Week.*** It is the expectation of the Towns that the CEO and CEO Staff shall perform the Services for North Yarmouth between five and ten hours each calendar week; provided, however, that North Yarmouth understands and agrees that proper completion of the Services may take more or less than this budgeted time. The Towns agree to meet and work collaboratively to establish a schedule of work hours that meets the needs of both communities; provided, however, that the Town of Gray shall remain the CEO’s and CEO Staff’s primary employer and responsibility.

- c. ***Additional Administrative Support.*** Gray will, in its sole discretion and control, provide additional administrative support in furtherance of the CEO's performance of the Services ("Administrative Support") to the extent Gray deems necessary, subject to the reimbursement provisions set forth in Section 3 below.
- d. ***Changes to Scope of Services.*** North Yarmouth may freely request changes to the scope of the Services. However, no change to the scope of Services may occur without Gray's signed consent, which shall not be unreasonably withheld.

2. **Effective Date; Term and Termination.** This Agreement is effective as of April 1, 2024 (the "Effective Date") and shall continue for a period not to exceed June 30, 2025, unless extended by mutual agreement of the Towns or unless earlier terminated by either Town as set forth herein. Either Town may terminate this Agreement for convenience upon **30 days'** written notice to the other Town. Neither Gray nor North Yarmouth shall have any ongoing obligation to the other after the effective date of termination; provided, however, that North Yarmouth shall remain responsible for reimbursing Gray for any Additional Administrative Support Time expended up to the effective date of termination.

3. **Reimbursement: Rate and Procedure.** Gray has determined and North Yarmouth has agreed that the time expended by the CEO and CEO Staff in performance of the Services for the duration of this Agreement shall be valued at a flat rate of **\$40,000** (forty thousand dollars) annually paid in equal monthly payments. Gray shall invoice North Yarmouth monthly for the services provided within the previous calendar month. In addition to the equal monthly payments set forth above, Gray shall include on each monthly invoice any amounts required for reimbursement of travel by the CEO and CEO Staff in the performance of the Services. Such travel reimbursement shall not include any time or mileage spent by the CEO or CEO Staff for commuting and shall be paid at the current standard mileage rate published by the Internal Revenue Service. North Yarmouth shall remit the amount invoiced by check or other certified funds within **30 days** of the date of the invoice. North Yarmouth shall not be responsible for providing the CEO or any other employees of Gray, with any employment, insurance or other fringe benefits.

4. **Employer; Right of Control; Remedy.** During the term of this Agreement, the CEO and CEO Staff shall be considered employees of Gray for all purposes including, without limitation, pay, benefits, workers' compensation, and liability insurance coverage. The CEO may, however, receive direction in performing the Services from the North Yarmouth Town Manager as may be necessary and appropriate. The CEO Staff shall take direction from and report solely to the CEO. Notwithstanding the foregoing, North Yarmouth shall not have the right to discipline or otherwise assess the CEO's job performance. Instead, North Yarmouth understands and agrees that its sole remedy for any alleged issues concerning the performance of the Services shall be its ability to terminate this Agreement consistent with all applicable notice provisions and other requirements contained herein.

5. **Subcontracting/Assignment.** This Agreement shall not be subcontracted or assigned by either Town.

6. **Indemnification.** North Yarmouth shall defend, indemnify, and hold Gray harmless from and against any third party claim, demand, loss and costs, including reasonable attorney's fees, arising out of the CEO's or CEO Staff's performance of the Services; provided, however, that nothing in

this Agreement shall be deemed to be a waiver of the immunity or limitations of liability afforded to either Town under the Maine Tort Claims Act (14 M.R.S. §§ 8101-8108), as may be amended, and under State and federal constitutions and law.

7. **Governing Law.** The laws of the State of Maine shall govern this Agreement, without regard to any conflict of law provisions. The Towns agree that all actions and proceedings brought in connection with this Agreement may be litigated in courts located in Cumberland County, Maine.

8. **Other Agreements.** This Agreement represents the entire and integrated agreement between North Yarmouth and Gray with respect to the matters contained herein, and supersedes any and all prior negotiations, representations, or agreements, written or oral.

9. **Severability.** It is understood and agreed by the Towns as parties hereto that if any part, term, or provision with this Agreement is held illegal or in conflict with any law of the State of Maine, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Towns shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either Town.

10. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon both Towns as parties hereto notwithstanding the fact that both Towns are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile signatures shall be deemed originals, and the Towns agree to exchange original signatures as promptly as possible.

**IN WITNESS WHEREOF**, the Towns hereto have executed, or caused to be executed by their duly authorized officers, this Agreement as of the date first above written.

**TOWN OF NORTH YARMOUTH**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Diane Barnes  
Its: Town Manager

**TOWN OF GRAY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Michael Foley  
Its: Town Manager

**SCHEDULE A:  
SERVICES TO BE PROVIDED BY CODE ENFORCEMENT OFFICER**

During the term of this Agreement, the Code Enforcement Officer shall be responsible for overseeing and/or performing the following services on behalf of the Town of North Yarmouth:

- a. Enforce the various codes as authorized by the Town and complete the duties of a local health officer and E911 Officer as prescribed by the State Statutes.
- b. Issue and inspect various permits including building, plumbing, electrical, and demolition; enforce certain State and municipal zoning ordinances; inspect health and sanitation related issues such as septic systems; maintain liaison with appropriate state and local agencies; and maintain the necessary records system for public access.
- c. Work with a variety of individuals and contractors while administering the inspection and enforcement services of this department.
- d. Inspect buildings at various stages of construction, alteration or repair for compliance with the various codes as prescribed by municipal ordinances, State and federal codes, rules and regulations.
- e. Review various plans that may require permits and may be subject to planning board or zoning board jurisdictional issues.
- f. Analyze and interpret complex construction plans and specifications, utilizing considerable knowledge of approved methods and materials used in building construction, plumbing repair and installations, and electrical repair and installations.
- g. Collaborate frequently with other Town departments (such as Planning, Assessing, Public Safety and Public Works) to ensure excellent customer service and to help people solve problems.
- h. Contact appropriate State representatives and agencies to obtain necessary permits and/or inspections for more complex and/or commercial projects.
- i. Issue the appropriate permits after a timely review of applications.
- j. Suggest updates or additions to current Town codes/ordinances as appropriate.
- k. Investigate complaints of possible code violations including health and sanitation
- l. Provide code information as requested by members of the community.
- m. Issue the appropriate notices of violations and take further enforcement actions as is warranted.
- n. Upon final and satisfactory inspection of a new structure and/or change of use, issue a Certificate of Occupancy when appropriate.
- o. Serve as administrative staff to the Zoning Board of Appeals
- p. Fulfill the duties of the position of Town Health Officer
- q. Plan, prepare, and submit an annual budget to the Town Manager reflecting the needs of both Code Enforcement and Health regulatory requirements.
- r. Support, supervise, and coach the Administrative Assistant.
- s. Attend meetings as requested and authorized by the Town Manager and the Town Select Board.
- t. Fulfill the duties of the position of E911 Officer

**TOWN OF NORTH YARMOUTH**  
**Management of Tax Acquired Property Ordinance**

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**Article 1. Purpose**

1.1 The purpose of this ordinance is to establish procedures/guidelines for the management, administration and disposition of real property acquired for nonpayment of taxes by the Town of North Yarmouth in accordance with Title 36 MRS, § 942, 943 and 943-C, as amended.

**Article 2. Analysis of Potentially Acquirable Property for Unacceptable Liabilities**

2.1 Annually, at least thirty (30) days before the Tax Collector/Treasurer sends Notices of Impending Automatic Foreclosure ~~are sent~~, an evaluation of those potential liabilities that might be assumed by the Town shall be conducted with special attention to situations involving hazardous waste, public safety problems, and landlord responsibilities so that waiver of foreclosure recommendations (that conforms to all laws) can be acted upon by the Tax Collector/Treasurer with the consultation of the Select Board.

**Article 3. Management of Tax Acquired Property Pending Final Disposition**

3.1 Following the foreclosure of the tax lien mortgage, the Tax Collector/Treasurer shall notify, by certified mail return-receipt, ~~shall notify~~ the last known owner of record that his or her right to redeem the property has expired. The notification shall advise the last known owner of record that the property will be disposed of in accordance with this ordinance, a copy of which shall be included with the notification.

3.2 The Tax Collector/Treasurer shall prepare a list of properties acquired and submit a copy to the Select Board. The list will include:

A. A fact sheet on all properties identifying current use, assessed value, size, location, zoning, and other relevant data, and

B. A recommendation on each tax acquired property based on the following substance:

1. Retain the property and use for ~~town~~Town purposes, provided that:

a) The property has or will have recreational value or economic value to the Town;

b) The property has or will have potential use for a public facility or additions to public facilities; and/or

c) The property has or will have potential use for the inhabitants of North Yarmouth as determined by the Select Board (i.e., forest land, park land, etc.); ;

2. Retain the property and lease it to a third-party;

3. Donate the property to some appropriate non-profit organization whose mission benefits North Yarmouth citizens in general; or

4. Other uses.

3.3 The responsibility for the management of tax acquired property rests with the Select Board. The Select Board's decision regarding the action plan for the final disposition of property shall:

**TOWN OF NORTH YARMOUTH**  
**Management of Tax Acquired Property Ordinance**

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- A. Determine whether the Town's best interest would be served by immediately disposing of the property ~~(consider~~(considering potential liability interest in owning the property);
  - B. Determine and obtain, if necessary, a level of insurance required to protect the town's interest in the property and to protect the Town from liability;
  - C. Determine if and when any occupants of tax acquired property shall be required to vacate the property;
  - D. Determine whether a rental fee should be charged to any occupants of the property. A rental fee shall not be imposed unless the Town has acquired sufficient liability insurance; and
  - E. Notwithstanding the provisions of Article 6, Property to be Sold, ~~the Select Board shall~~ determine any special conditions, if any, for property sales. ~~Title 14 MRS, 8104-A.~~
- 3.4 In the event ~~the taxpayer in that~~ possession by the delinquent taxpayer or ~~taxpayer delinquent taxpayer's~~ lessee ~~possession/licensee~~ has ceased for a period of sixty (60) consecutive days, the Town Manager shall obtain liability coverage for the property.

**Article 4. Review of Tax Acquired Properties**

- 4.1 The Town Manager may also recommend that the Town retain the property on a temporary basis if, in his or her judgment, the immediate sale would cause the occupants to be placed on public assistance.
- 4.2 The Town Manager shall forward the recommendations to the Select Board who shall make the final determination regarding property disposition.

**Article 5. Repurchase of Tax Acquired Property**

- 5.1 The ~~party from whom~~immediate former owner of the ~~property was~~tax acquired property may repurchase the property by paying all outstanding property taxes, including the total amount of all delinquent property taxes, plus the total taxes for the current tax year (and an estimated amount for the next year after commitment) plus accrued interest, lien costs and any other costs relating to the property including, but not limited to, insurance, noticing and other related costs. The Town may also require the payment of any other delinquent taxes or obligations due to the Town.
- 5.2 The ~~party from whom~~immediate former owner of the ~~property was~~tax acquired property may, upon approval of the Town Manager, enter into a written agreement to make reasonable payments to satisfy the obligations set forth in section 5.1 above, pursuant to the conditions set forth in ~~Title 33 MRS, § 481 and M.R.S. §§ 481 and~~ 482, in exchange for ~~at the Town's~~ promise ~~of the Town~~ to give a municipal ~~quit claim~~quitclaim deed to the former owner if all of the terms and conditions of the payment agreement are fulfilled by the ~~obligor~~former owner.
- 5.3 If the immediate former owner does not notify the Town within thirty (30) days of the date of the Tax Collector/Treasurer's notice under section 3.1 of the former owner's intent to repurchase the tax acquired property as permitted under this article 5, the Town may dispose of the property as permitted under this ordinance and applicable State law.

**Article 6. Property to be Sold**



**TOWN OF NORTH YARMOUTH**  
**Management of Tax Acquired Property Ordinance**

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6.1 If the ~~Town Manager and the~~ Select Board ~~decided~~decides to sell the property to someone other than the former owner, the Town shall comply with all provisions set forth in 36 M.R.S. § 943-C, as may be amended from time to time.

6.2 If the Town is not required to follow the sale process in 36 M.R.S. § 943-C, the Select Board may opt to sell the property by ~~advertised sale, the Select Board shall establish a sale date. Except that the Municipal Officers shall use the special sale process by 36 M.R.S. § 943-C for qualifying homestead property if they chose to sell it to anyone than the former owners (s).~~ sealed bid process, as described below:

A. The Town Manager shall publish a notice of the sale of the tax-acquired property in a local newspaper. Said notice shall be published at least three (3) times with the last publication at least fourteen (14) days prior to the sale. The notice shall be posted in the Municipal Office and at least two other conspicuous places within North Yarmouth. The notice shall specify the time and date bids are due and the general terms of the bid. It shall also contain the following information for each piece of property:

A1. Brief description of the property, i.e., land, building, mobile home, etc.;

B2. Location of the property including Map and Lot numbers;

C3. Brief description of the conditions of the sale;

D4. Minimum bid; and

E5. Required deposit.

6.2B. The Select Board will determine the minimum bid for any tax acquired property. The minimum bid shall be at least, but not limited to, the total of all outstanding taxes, including estimated taxes for the current year if the conveyance is prior to commitment and the actual amount of taxes for the current year is not yet known, interest, lien costs, and any other actual costs, such as legal and insurance costs.

6.3C. Bids shall be publicly opened and read on the date and at the time specified.

6.4D. The Town Manager shall review all bids and make recommendations to the Select Board. The Select Board shall determine the successful bidder.

6.5E. The Town Manager shall notify the successful bidder by certified mail.

6.6F. The Town ~~of North Yarmouth~~ reserves the right to reject any or all bids, accept any bid (not necessarily the highest) and waive any of the requirements of this policy should the Select Board, in its sole determination, judge such actions to be in the best interest of the Town ~~of North Yarmouth.~~ Instances, where this right may be invoked, include, but are not limited to, determining if the ~~town~~Town would benefit greater by a use proposed by a party other than the highest bidder.

6.7G. Should the Select Board reject all bids; the property may again be offered for public sale without notification to the prior owner.

6.8H. The bid deposit of the successful bidder shall be retained as a credit towards the purchase price. All other deposits shall be returned to the bidders.

**TOWN OF NORTH YARMOUTH**  
**Management of Tax Acquired Property Ordinance**

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~~6.9I.~~ The Select Board shall require payment in full from the successful bidder within thirty (30) days from the date the bids are opened. Should the bidder fail to pay the full price within thirty (30) days, the Town shall retain the bid deposit and title to the property. The Select Board may offer the property to the next highest bidder who shall also have thirty (30) days to make payments in full.

~~6.10J.~~ Title to tax acquired property shall be transferred only by means of a ~~Municipal Quit Claim Deed~~municipal quitclaim deed.

~~K.~~ The successful bidder shall be responsible for the removal of any and all occupants and contents of purchased tax acquired property.

~~L.~~ The Town shall pay to the former owner any net sale proceeds in compliance with 36 M.R.S. § 943-C(3)(C) and § 943-C(4-A).

**Article 7. Property to be Retained**

7.1 If the Select Board decides to retain the property for municipal use, the Town shall comply with all provisions set forth in 36 M.R.S. § 943-C(7), as may be amended from time to time.

**Article 8. Severability and Conflict with Other Laws**

8.1 Should any section or provision of this ordinance be declared by any court to be invalid, that decision shall not invalidate any other section or provision of this ordinance.

8.2 In the event that any of the requirements of this ordinance are determined to be inconsistent with the requirements of any statutory provision, the statutory provision shall apply.

Amended: 4/30/2022 Annual Town Meeting

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## Maine Legislature (Again) Changes Process for Selling Tax-Acquired Properties (LD 2262)

On April 16, 2024, the Governor signed LD 2262, “An Act to Amend the Process for the Sale of Foreclosed Properties Due to Nonpayment of Taxes.” In June 2023, in response to the United States Supreme Court’s decision in *Tyler v. Hennepin County, Minnesota* (598 U.S. \_\_ (2023)), the Legislature adopted emergency legislation to amend 36 M.R.S.A. §943-C and provide a process that municipalities could use to sell tax-acquired properties. The recently-enacted LD 2262 includes significant changes to that process, which are summarized below. These changes will go into effect in July. In the meantime, municipalities will need to adjust their policies and ordinances relating to tax-acquired properties to ensure they are complying with the new requirements of LD 2262.

### Municipalities must attempt to sell tax-acquired properties through a real estate broker.

Section 943-C previously required municipalities to provide former owners of tax-acquired properties with at least 90 days’ notice that the property would be put up for sale and provide the former owner with the right to request that the property be sold through a real estate broker. If the former owner did not respond within the 90-day timeline, the municipality could sell the property immediately at auction.

LD 2262 keeps the 90-day notice requirement but requires municipalities to attempt to sell all tax-acquired properties through a real estate broker, regardless of whether the former owner responds to the 90-day notice. Municipalities may only sell tax-acquired properties without a broker if, after the 90-day notice period, (1) they are unable (after three attempts) to hire a real estate broker to list the property or (2) the property remains unsold one year after being listed by a real estate broker. By making brokered sales the default sales method, LD 2262 seriously restricts the ability of municipalities to quickly dispose of tax-acquired properties and requires municipalities that can find a broker to retain tax-acquired properties for at least 15 months after the date of foreclosure.

### Municipalities must provide a written accounting of excess sale proceeds.

LD 2262 makes several changes to the way in which municipalities must calculate excess sale proceeds. Under Section 943-C, when calculating costs associated with the sale of a tax-acquired property, municipalities could assess an administrative fee equal to 10% of the property taxes owed. LD 2262 has removed the allowed administrative fee and replaced it with “documented administrative costs.” Additionally, LD 2262 now requires municipalities to provide a written accounting showing how the amount of excess sale proceeds has been calculated. By removing the allowed administrative fee and requiring a written accounting of costs, LD 2262 has placed a new administrative burden on municipalities and seemingly requires them to maintain records of all time and materials spent lien-ing, maintaining, listing and selling the property from the start of the lien process through the date of sale. These records would need to be maintained for each property for which a tax lien certificate is recorded or the municipality may be unable to recover those costs at the time of sale. This requirement presents obvious administrative difficulties but also raises questions about how time spent by salaried or uncompensated individuals, such as economic development personnel and municipal officers, could or should be calculated.

### Municipalities must provide additional notices to former owners.

LD 2262 also requires municipalities to jump through additional hoops when distributing excess sale proceeds to former owners of tax-acquired properties. After a property is sold, municipalities are required to send the former owners written notice of the intent to distribute excess sale proceeds to them at least 30 days in advance. Unlike the 90-day notice prior to the sale, this notice must be sent by first class mail and certified mail, return receipt requested. If a municipality can’t locate the former owner, it is required to

publish that notice in a newspaper for at least three consecutive weeks. If the excess sale proceeds are not claimed within 30 days after notice is completed by mailing or publication, those proceeds must be sent to the State's unclaimed property fund. If a former owner does claim the excess proceeds, then the municipality is required to record a notice in the registry of deeds within 10 days that indicates that the former owner received payment.

### Former owners retain the right to challenge the sale price and calculation of excess proceeds.

LD 2262 also impacts the ability of municipalities to resolve potential title issues and litigation after the sale of tax-acquired properties. Under Section 943-C, municipalities were able to demand that former owners execute a quitclaim deed for the property prior to distributing any excess sale proceeds. LD 2262 removes this mechanism. As a result, purchasers will not be able to obtain clear deeded title to their property unless they separately obtain a release or deed from the former owner, which will likely require additional payments to the former owner. This will negatively impact the marketability of tax-acquired properties, potentially resulting in below-value sales and losses to municipalities and former owners.

Section 943-C also provided that a former owner who received excess proceeds automatically waived their right to challenge the sale of the property. This gave purchasers and municipalities an assurance that the sale could not be undone after completion and limited purchasers' exposure to future litigation. However, LD 2262 has added language indicating that, despite having waived their ability to challenge the sale, former owners may still sue for damages relating to the sale price of the property and calculations of excess proceeds. As a result, former owners likely have the ability to sue the municipality (and, potentially, the purchaser) for damages for up to six years after the sale date. Ideally, the cost accounting also required by LD 2262 would limit the potential for litigation; however, it may also invite disputes as to whether certain costs are properly chargeable against the sale price of the property. Overall, the risk of potential future litigation will further limit the marketability and sale value of tax-acquired properties.

### Municipalities must pay excess proceeds on properties retained for municipal use.

Lastly, LD 2262 addresses a gap in Section 943-C, namely, what municipalities are required to do when they choose to retain tax-acquired properties. LD 2262 requires municipalities to hire a licensed appraiser and obtain an appraisal of the value of the tax-acquired property. Within 120 days of the appraisal, the municipality must calculate any excess sale proceeds and then provide the former owner with 30 days' notice of its intent to distribute the excess proceeds, as it would in the event of a sale. Notably, LD 2262 does not amend Section 943-C to allow municipalities to deduct appraisal costs when calculating excess sale proceeds. As a result, it is likely that municipalities would be unable to recover such costs if they choose to retain tax-acquired property for municipal or public use.

### Key Takeaways:

Overall, the changes implemented through LD 2262 were not very friendly to municipalities. The changes provided some clarity on the consequences of retaining tax-acquired property but also subject municipalities to additional administrative responsibilities that will require further adjustment policies and procedures relating to the sale of tax-acquired properties. It will take time and input from the courts to understand fully how these processes will function. Preti Flaherty recommends contacting your municipal attorney with any questions and before listing any tax-acquired properties for sale or finalizing the sale of any currently-listed tax-acquired properties.



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**Town of North Yarmouth  
Select Board Meeting Minutes  
April 16, 2024**

**Select Board Members**

Amy Haile, Chairperson Andrea Berry, Vice Chairperson Katherine Maloney, Board Member  
Karl Cyr, Board Member Paul Hodgetts, Board Member

**1. Call to Order (56:50 – 57:15)**

A. Pledge of Allegiance.

Amy Haile, Chairperson, Andrea Berry, Vice Chairperson, Karl Cyr, Board Member, Paul Hodgetts, Board Member, Diane Barnes, Town Manager, in attendance.

Katherine Maloney, Board Member, was excused but joined the meeting at the beginning of new business.

**2. Appointments (57:15 – 59:55)**

A. Shellfish Commission Appointment

**Motion to Appoint Rachael Whitmarsh as a member of the Shellfish Commission with a term ending 6/30/2026. Motion by Amy Haile, seconded by Paul Hodgetts. Vote 4-0.**

Karl Cyr said he was happy to find someone as invested and interested as Rachael is going to get involved.

B. Open Space & Planning Committee Resignation

Andrea Berry explained that an email was missed in which Harry Nelson expressed that he was not interested in being appointed to the committee. Another applicant has applied and she expects the position to be filled shortly.

**Motion to accept Harry Nelson's resignation from the Open Space & Planning Committee. Motion by Amy Haile, seconded by Andrea. Vote 4-0.**

**3. Announcements (59:55 – 1:00)**

None.

**4. Public Comment – Non-Agenda Items (1:00:00 – 1:04:00)**

Please state your name and address and keep comments to 3 minutes.

Nelson Smith, 364 Ledge Road, asked about high water usage for the Community Center building. Got in touch with the Water District at the suggestion of the Town Manager. The building has an 8-inch feed, not under the hydrant rental, has a 2–3-inch feed and treated as a commercial account. He found out the water district was not aware that the town office was sprinkled. Community Center may be able to be metered down to create substantial savings. Asked about the dry hydrant and the river. There is a water line under the river that could freeze if water levels get too low.

**5. New Business (1:04:00 – 1:34:05)**

**Motion to move the Waste Reduction Committee report to New Business by Amy Haile, seconded by Andrea Berry. Vote 5-0.**

Keith Bubblo from the Waste Reduction Committee made an announcement. The Waste Reduction Committee has an initiative centered around Earth Day. They will have roadside cleanup through the month of May. They will use some of the budget to buy some trash bags. They hope to receive donations of clink bags from the fire department. As people bring their waste to the dump, they will give out the clean bags and encourage people to take a walk in their neighborhood and pick up the trash that they find along the roads. They will be putting together a Facebook page and will encourage people to take pictures of their cleanup and post it on the website. There will be more information coming out online for that shortly.

Kit Maloney asked if there was a policy covering committee Facebook accounts.

Diane Barnes said the policy just states that the Town Manager can authorize it.

A. MSAD #51 Warrant and Election Notice

The voters of the Town of North Yarmouth are being notified that a Maine School Administrative District No. 51 referendum election will be held at Wescustogo Hall and North Yarmouth Community Center on Tuesday, June 11, 2024 for the purpose of determining the following question:

Question 1: Do you favor authorizing the school board of Maine School Administrative District No. 51 (the "District") to issue bonds or notes in the name of the District in an amount not to exceed \$53,492,000 to construct and equip a new preK-grade 1 primary school building, a maintenance building, and an addition to Mabel I. Wilson School on the District's Cumberland campus (the "Project"), which Project shall also include a new artificial turf athletic field, vehicular circulation improvements, and other improvements to and reconfiguration of Mabel I. Wilson School; and to acquire and convey such easements and other real estate interests as the school board deems necessary for the Project?

**Motion to countersign the warrant and notice of election made by Amy Haile, seconded by Andrea Berry. Vote 5-0.**

Paul Hodgetts asked if this includes the half-acre at \$450,000.

Amy Haile thought it was included under other real estate interests. She continued to say there was a lot of information and encourage people to go to the meetings to find out more.

B. Forest Management Plan Service Agreement

The proposed forest management plan agreement will allow 207 Forestry Consulting Services, LLC, to prepare two (2) new forest management plans for the Town of North Yarmouth on the Town Forest and Chandler Brook Preserve Parcels in 2024. The forest management plans will meet Maine Forest Service Stewardship Standards.

The estimated cost to prepare the forest management plans to stewardship standards is \$4,500 which will include formal inventories.

Diane Barnes explained that this is something that the Parks committee has been working on with Paul Larrivee for quite a while. He wrote the grant rights, and the actual agreement is identical to what he does for other communities. This is a standard agreement to create a forest management plan, for the Town Forest and Chandler Brook Preserve.

Andrea Berry wanted to clarify that the creation of the forest management plan does not implicitly agree to manage the forest in exactly the way that it is presented.

Diane Barnes agreed that this is to develop the plan not to execute it. Money has already been set aside in the capital reserve account.

Karl Cyr asked about the \$4,500 limit, but the contract says not to exceed \$5,000.

Diane Barnes explained that the contractor thinks it will be \$4,500 but the contract was written not to exceed \$5,000 just in case of overage.

**Motion to approve and authorize the Town Manager to execute the agreement. Motion made by Amy Haile, seconded by Karl Cyr. Vote 5-0.**

C. Land Acquisition - Tax Map 7 Lot 34-016 (0 Village View Lane)

The Town of North Yarmouth has an opportunity to acquire approximately 5.9 acres of land at 0 Village View Lane, Tax Map 7, Lot 34-016 from Ben Grover for a purchase price of \$15,000.

This will allow the Town to construct a permanent trail through this property to Knight's Pond Preserve. Completing a loop trail around Knight's Pond is something that this community has wanted for a long time.

This purchase and the authorization to expend funds from the Future Land Reserve account or the TIF

(Recreational Trails) will need voter approval.

**Motion to authorize an article on the Annual Town Meeting Warrant for the purchase of Tax Map 7, Lot 34-016. Motion by Amy Haile, seconded by Karl Cyr.**

Paul Hodgetts asked about another parcel that had been given to the town when Village View was done.

Amy Haile and Diane Barnes stated that was a different parcel.

Andrea Berry brought up the map from Alan Stearns at the Royal River Conservation Trust. She showed that there is one nonpublic accessible gap around Knights Pond. The planned Grover Town transaction and future trail construction is the 5.9-acre parcel to be purchased, a critical parcel for the Knights Pond Preserve. It allows full access all the way around the pond. They are planning plank bridges and trail amendments to continue the trail through swampy areas.

Diane Barnes said they wouldn't find the parcel on the tax maps because it was assessed incorrectly for FY 24 and was corrected by a supplemental tax bill.

Kit Maloney said parking will be available at the bottom of Wildlife Lane.

Andrea Berry said there were additional public parking spaces around the Town green and fire department. There are plans to continue to improve the accessibility of the pond itself with potentially a platform and pathways, but none of that can happen until the land is purchased and under control of the town.

Michael Sweatt, 15 Wild Turkey Lane, wanted the Town Manager to address the tax map to clearly reference the public domain on the warrant.

Diane Barnes said that the public maps are being updated to include the lot and should be done soon.

Michael Mallory, 551 Walnut Hill Road, asked about an earlier plan for trail building and whether there might be pushback from people living on Village View.

Andrea Berry said that in the interim the trail access is from the top of Wildlife Lane because there is dense, hard to manage brush elsewhere. After that trail is cut, then the trail access will be down at the parking lot. The property is owned by the Town, and it was part of the original development. This is a no cut area; the trail will be through a wooded area.

Robert Wood, 116 Milliken Road, came to say the Town should be very happy and proud. The Parks Committee, Royal River Conservation, and Ben Grover deserve kudos. Three years of work and the trail will be a great addition to the Town. Thank you to everyone who helped make it happen.

Nelson Smith, 364 Ledge Road, formerly of 448 Walton Hill Road, had questions. Will the access be walking only, snowmobiles, dirt bikes, mountain bikes, or any number of other conveyances? These have been concerns in the past. He thought the land was given to the Town several years ago, but none of those things could be taken care of, and that's why it never got completed.

Andrea Berry said these questions should be answered when the Parks Committee goes through their process.

**Amy Haile amended the motion to authorize an article on the Annual Town Meeting Warrant for the purchase of Tax Map 7, Lot 34-016 and authorize to expend funds from the TIF under Recreational Trails. Karl Cyr seconded the amended motion. Vote 5-0**

**6. Old Business (1:34:05)**

None

**7. Consent Agenda (1:34:05 – 1:39:40)**

- A. Payroll Warrants & Municipal Accounts Payable Warrants
- B. Select Board Minutes of March 19, 2024
- C. Select Board Minutes of April 2, 2024



D. North Star Planning Services Contract 7.1.2024-6.30.2025

**Motion to accept the consent agenda as presented made by Amy Haile, seconded by Kit Maloney.**

Paul Hodgetts requested to discuss the North Star Planning Services Contract.

**Motion to move the contract for North Star Planning Services out of the consent agenda made by Amy Haile, seconded by Paul Hodgetts. Vote 5-0.**

**Motion to accept the consent agenda as presented without the contract for North Star Planning Services made by Amy Haile, seconded by Kit Maloney. Vote 5-0.**

**Motion to accept the contract for North Star Planning services as written made by Amy Haile, seconded by Kit Maloney.**

Paul Hodgetts asked about the limit of the contract and whether the hourly rate had gone up.

Diane Barnes said the limit of the contract will be budgetary. Whatever will be approved in the budget the Town should not go over. The budget discussion should be next week.

Paul Hodgetts asked to move the acceptance of this item next week after the budget discussion.

Amy Haile said that the budget limit isn't something negotiated into the contract. The contract holds the hourly rate and basically says that the Town wants to work with that contractor for another year. The Town will then set a limit on the amount that can be spent with that contractor through the budget process. It is not up to the contractor to negotiate the amount spent on the contracted services.

Paul Hodgetts was good with that explanation.

**Vote 5-0.**

## **8. Management Reports & Communications (1:39:40 – 1:59:55)**

A. Select Board Committee Reports:

1. EDSC-Kit Maloney

- Hosted a sidewalk forum and received over 100 responses to the online survey.
- Will discuss the input during their next meeting.
- Working on a presentation for the Select Board and planned to present by the end of May. Their May meeting will be after the Select Board's last meeting, so they would like to extend the deadline to June.
- EDSC has requested an ongoing standard request to record meetings.

2. Parks-Karl Cyr

- The land acquisition has a lot of excitement.
- The weather has delayed progress on the Village Center Trail, but will be working this spring.
- Working on cleaning up issues with ordinances.
- Signs are inconsistent in presentation and information. Consistent language in ordinance will drive sign updates.

3. Joint Standing Committee-Amy Haile, Andrea Berry

- Discussed land acquisition and forest management plan.
  - The May meeting will be focused on the Knight's Pond project and a celebration/promotion of the connection between North Yarmouth and Cumberland to the park from Village Center.
- Also discussed financial breakdown of the MSAD 51 budget between Cumberland and North Yarmouth.
  - At the end of June more than 50% of the Cumberland delegation will not be seated.
  - Decided to wait until the full new boards are seated and Cumberland has a new Town Manager, so all representatives to the joint standing committee will be present for the discussion.
  - Will invite the legal team to speak to process and education once full boards are seated.
  - Both towns will be collecting data until the fall and have an agreement to work together as partners in this process.
  - They agreed that the percentage breakdown of costs between the communities should be

evaluated every few years.

4. Waste Reduction Committee-Andrea Berry  
Presented during new business.
5. Walnut Hill Parkway-Paul Hodgetts, Kit Maloney  
Not meeting until October
6. Recreation Advisory Board-Karl Cyr
  - Discussion around impact of new turf field.
    - Relieving pressure on Twin Brooks.
    - Scheduling during weather opens up possibilities.
    - Competing with the school for facility space.
  - Still working out logistics of building a playground at Twin Brooks.
7. School Fund Committee-Paul Hodgetts
  - Meeting 4/17/24
8. Prince Memorial Library-Amy Haile
  - Updates on library cards and internal refurbishing of teen section.
  - The new building is a long term project that will be discussed by another committee with representation from the Library and Historical Society.
9. Shellfish Commission-Karl Cyr
  - Fully staffed with new committee member.
10. Budget Committee-Andrea Berry
  - Budget Committee meets weekly on Thursdays and follows the same budget discussion schedule as Select Board.
11. Open Space & Planning-Andrea Berry & Karl Cyr
  - Working to schedule the committee's first meeting.

B. Town Manager Report: 4/16/2024

Fuel Bid

North Yarmouth recently participated in the fuel bid process through Maine Power Options. Price for the upcoming year beginning October 1, 2024, and was able to obtain fixed pricing for the following:

	New Rates	Current Pricing
#2 Fuel Oil	\$2.8475	\$2.782
Gasoline	\$2.7430	\$2.72
Diesel	\$2.9364	\$2.79

Automated Trash and Recycling Update

We are tentatively scheduled to deliver carts during the week of July 22nd and begin the automated process during the week of July 29th. There will be 3 collection days instead of 2 when the automated service starts. I have ordered 200 additional carts based on recent information from the Assessor.

C. Department Reports

Included in the agenda packet.

D. Financial Reports-Third Quarter FY 24

Included in the agenda packet.

Diane Barnes reported that everything was on target. There was an emergency purchase of a garage door on the salt shed damaged during the recent storm. Overall expenses will come in under budget due to personnel vacancies not being filled.

**9. Any Other Business (1:59:55 – 2:02:30)**

Paul Hodgetts asked if anything had ever happened concerning the Deacon Hayes Commons easement between Parsons Road and the property line. He thought there had been a meeting regarding one of the houses sitting high and issues with the steps and sidewalks.

Diane Barnes said there is an issue with the sidewalks, and she didn't know what the result would be. DEP, the new Code Enforcement Officer Tammy Munson, and the engineer will be involved.

Andrea Berry said Karl Cyr, Diane Barnes, and she would be meeting with the Yarmouth Town Manager and two members of their council at 9:00 am, 4/17/2024 to discuss the dam removal project.

Paul Hodgetts said that the Royal River Conservation announced a meeting with the Yarmouth Town Council on

April 25<sup>th</sup> to discuss the dams. He asked to find out the time of the meeting and whether it will be public or broadcast.

**10. Adjournment (2:02:30 – 2:02:40)**

**Amy Haile made a motion to adjourn the meeting, seconded by Paul Hodgetts 7:57pm. Vote 5-0**

Select Board

\_\_\_\_\_  
Amy Haile, Chairperson

\_\_\_\_\_  
Andrea Berry, Vice Chairperson

\_\_\_\_\_  
Paul Hodgetts

\_\_\_\_\_  
Karl Cyr

\_\_\_\_\_  
Katherine Maloney

**Town of North Yarmouth  
Select Board Special Meeting Minutes  
April 23, 2024**

**Select Board Members**

Amy Haile, Chairperson  
Karl Cyr, Board Member

Andrea Berry, Vice Chairperson  
Paul Hodgetts, Board Member

Katherine Maloney, Board Member

**1. Call to Order (06:40 – 07:00)**

A. Pledge of Allegiance.

Amy Haile, Chairperson, Andrea Berry, Vice Chairperson, Karl Cyr, Board Member, Paul Hodgetts, Board Member, , Diane Barnes, Town Manager, in attendance.

Katherine Maloney, Board Member, excused.

**2. New Business (07:00 – 08:10)**

A. Countersign MSAD #51 Warrant for the Budget Validation Referendum

The voters of the Town of North Yarmouth are being notified that a Maine School Administrative District No. 51 referendum election will be held at Wescustogo Hall and North Yarmouth Community Center on Tuesday, June 11, 2024, for the purpose of determining the following question:

Question 1: Do you favor approving the Maine School Administrative District No. 51 budget for the upcoming school year that was adopted at the latest District meeting?

**Amy Haile made a motion to countersign the warrant and notice of election. Seconded by Andrea Berry. Motion passed 4-0.**

**3. Adjournment (08:10 – 08:40)**

**Amy Haile made a motion to adjourn the regular meeting. Karl Cyr seconded the motion. Motion passed unanimously.**

Select Board

\_\_\_\_\_  
Amy Haile, Chairperson

\_\_\_\_\_  
Andrea Berry, Vice Chairperson

\_\_\_\_\_  
Paul Hodgetts

\_\_\_\_\_  
Karl Cyr

\_\_\_\_\_  
Katherine Maloney



**Town of North Yarmouth, Maine**  
**Special Town Meeting Warrant**  
[notice of election]

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

MUNICIPAL ELECTION NOTICE

GREETINGS: You are hereby notified that the Municipal Election, set forth in Articles 1-2 of this Warrant, will be determined by secret ballot by a vote in conformity with sections 2528 to 2532 of Title 30-A of the Maine Revised Statutes, as amended, at the Wescustogo Hall and Community Center, 120 Memorial Highway, North Yarmouth, Maine on Tuesday the 11<sup>th</sup> day of June 2024. The polls will be open between the hours of 7:00 AM and 8:00 PM.

The Registrar of Voters, Debbie Allen Grover, gives notice that the registrar’s office will be in session from 7:00 AM to 8:00 PM at the Wescustogo Hall and Community Center on Tuesday, June 11, 2024, for the purpose of registering new voters and correcting the current list of voters.

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

**ARTICLE 2.** To elect by secret ballot:

- Three (3) seats for Budget Committee for a 3-year term.
- One (1) seat for Cemetery Commissioner for a 5-year term.
- One (1) seat for MSAD#51 Board of Directors for a 3-year term.
- One (1) seat for Select Board for a 3-year term.
- One (1) seat for Yarmouth Water District Trustee for a 3-year term.

Given under our hands this 7th day of May 2024 at North Yarmouth, Maine.

Select Board

\_\_\_\_\_  
Amy Haile, Chairperson

\_\_\_\_\_  
Andrea Berry, Vice Chair

\_\_\_\_\_  
Karl Cyr

\_\_\_\_\_  
Paul Hodgetts

\_\_\_\_\_  
Katherine Maloney

A true copy of the warrant,

Attest: \_\_\_\_\_, Debbie Allen Grover, Town Clerk

RETURN OF THE WARRANT

North Yarmouth, Maine      May \_\_\_\_ , 2024.

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town qualified as herein expressed, to meet at said time and place, and for purposes therein named, by posting an attested copy of said warrant at the Town Office, North Yarmouth Variety, Fire Rescue Station, Toddy Brook Café and Wescustogo Hall & North Yarmouth Community Center in said town, being public and conspicuous places in said town, on the \_\_\_\_ day of May, 2024, being at least seven (7) days before the meeting.

\_\_\_\_\_  
Clark Baston, Resident