

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, June 27, 2023
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. Annual Appointments-Officials
- B. Annual Appointments-Boards & Committees

III. Special Presentations

- A. 2023 Cumberland Ultimate Female Matching Team-Proclamation
- B. 2023 Greely High School Girl's Tennis Team-Proclamation
- C. 2023 Greely Boys Outdoor Track and Field-Proclamation

IV. Announcements

V. New Business

- A. Paving Bid Award
- B. Select Board By-Laws Amendment – Committee Liaisons
- C. Midcoast Humane Society-Contract Renewal

VI. Old Business

VII. Consent Agenda

- A. Payroll Warrants
- B. Municipal Accounts Payable Warrants
- C. Select Board Minutes of June 6, 2023
- D. North Star Planning-Contract Renewal
- E. Municipal Election Return

VIII. Public Comment – Non-Agenda Items

IX. Management Reports & Communications

- A. Select Board Committee Reports:
 - 1. EDSC-Selectperson Perrin
 - 2. Parks-Selectperson Berry
 - 3. Planning Board-Selectperson Hodgetts
 - 4. Waste Reduction Committee-Selectperson Berry
 - 5. Living Well in NY-Selectperson Haile
 - 6. Zoning Board of Appeals-Selectperson Hodgetts
 - 7. Recreation Advisory Board-Selectperson Haile
 - 8. Joint Standing Committee-Selectpersons Berry & Sites
 - 9. Walnut Hill Parkway-Selectperson Sites & Hodgetts
 - 10. School Fund Committee-Selectperson Perrin
- B. Town Manager's Report

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

June 27, 2023

II. Appointments

A. Annual Appointments of Officials

<u><i>Position</i></u>	<u><i>Individual</i></u>	<u><i>Term Ending</i></u>
<i>Assessor</i>	<i>Ben Thompson</i>	<i>June 30, 2024</i>
<i>Animal Control Officer</i>	<i>Bobby Silcott</i>	<i>June 30, 2024</i>
<i>Town Clerk</i>	<i>Debbie Grover</i>	<i>June 30, 2024</i>
<i>Building Inspector</i>	<i>Ben Scipione</i>	<i>June 30, 2024</i>
<i>Electrical Inspector</i>	<i>Ben Scipione</i>	<i>June 30, 2024</i>
<i>Plumbing Inspector</i>	<i>Ben Scipione</i>	<i>June 30, 2024</i>
<i>Register of Voters</i>	<i>Debbie Grover</i>	<i>June 30, 2024</i>
<i>General Assistance Administrator</i>	<i>Diane Barnes</i>	<i>June 30, 2024</i>
<i>Tax Collector</i>	<i>Diane Barnes</i>	<i>June 30, 2024</i>
<i>Treasurer</i>	<i>Diane Barnes</i>	<i>June 30, 2024</i>
<i>Road Commissioner</i>	<i>Clark Baston</i>	<i>June 30, 2024</i>
<i>Director of Emergency Preparedness</i>	<i>Greg Payson</i>	<i>June 30, 2024</i>
<i>Health Officer</i>	<i>Greg Payson</i>	<i>June 30, 2024</i>
<i>Fire Chief</i>	<i>Greg Payson</i>	<i>June 30, 2024</i>

Suggested Motion

To appoint the list of officials for a term expiring June 30,2024 as presented.

Motion _____, Second _____ Vote _____

B. Annual Appointments of Boards & Committees

Select Board Appointments – One (1) Year Terms

<u><i>Position</i></u>	<u><i>Individual</i></u>	<u><i>Term Ending</i></u>
<i>PML Advisory Board</i>	<i>Kelly Barnes</i>	<i>June 30, 2024</i>
<i>PML Advisory Board</i>	<i>Paul Dexter</i>	<i>June 30, 2024</i>
<i>PML Advisory Board</i>	<i>Barbara Hauke</i>	<i>June 30, 2024</i>

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

<i>Waste Reduction Committee</i>	<i>Lisa Belanger</i>	<i>June 30, 2024</i>
<i>Waste Reduction Committee</i>	<i>Jim Briggs</i>	<i>June 30, 2024</i>
<i>Waste Reduction Committee</i>	<i>Darcy Cunningham</i>	<i>June 30, 2024</i>
<i>Waste Reduction Committee</i>	<i>Laurie Gilman</i>	<i>June 30, 2024</i>
<i>Waste Reduction Committee</i>	<i>Nicole Hewes</i>	<i>June 30, 2024</i>
<i>Waste Reduction Committee</i>	<i>Keith Bubblo (New)</i>	<i>June 30, 2024</i>
<i>EcoMaine Board of Directors</i>	<i>Rob Wood</i>	<i>June 30, 2024</i>
<i>EcoMaine Board of Directors (Alt.)</i>	<i>Diane Barnes, Town Manager</i>	<i>June 30, 2024</i>
<i>Joint Standing Committee</i>	<i>Robert Abbott</i>	<i>June 30, 2024</i>

Suggested Motion

To re-appoint the PML Board, Waste Reduction Committee, and Joint Standing Committee members for a one-year term as presented.

Motion _____, Second _____ Vote _____

Select Board Appointments – Three (3) Year Terms

<u>Position</u>	<u>Individual</u>	<u>Term Ending</u>
<i>Economic Dev. & Sustainability</i>	<i>Byron Kern</i>	<i>June 30, 2026</i>
<i>Economic Dev. & Sustainability</i>	<i>Rich Parenteau</i>	<i>June 30, 2026</i>

Suggested Motions

To re-appoint Byron Kern as a member of the EDSC Committee for a three-year term as presented

Motion _____, Second _____ Vote _____

To re-appoint Rich Parenteau as a member of the EDSC Committee for a three-year term as presented

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

Zoning Board of Appeals
Zoning Board of Appeals

Jim Briggs
Paul Napolitano

June 30, 2026
June 30, 2026

Suggested Motions

To re-appoint Jim Briggs as a member of the ZBA for a three-year term as presented

Motion _____, Second _____ Vote _____

To re-appoint Paul Napolitano as a member of the ZBA for a three-year term as presented

Motion _____, Second _____ Vote _____

Wescustogo Hall Committee
Wescustogo Hall Committee

Blaine Barter
Clark Baston

June 30, 2026
June 30, 2026

Suggested Motions

To re-appoint Blaine Barter as a member of the Wescustogo Hall Committee for a three-year term as presented

Motion _____, Second _____ Vote _____

To re-appoint Clark Baston as a member of the Wescustogo Hall Committee for a three-year term as presented

Motion _____, Second _____ Vote _____

Shellfish Commission

Stephen Demelle

June 30, 2026

Suggested Motion

To re-appoint Shellfish Commission member for a three-year term as presented

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

Planning Board
Planning Board (Alt.)

Paul Metevier
Alex Urquhart

June 30, 2026
June 30, 2026

Suggested Motions

To re-appoint Paul Metevier, regular board member for a three-year term as presented

Motion _____, Second _____ Vote _____

To re-appoint Alex Urquhart, alternate board member for a three-year term as presented

Motion _____, Second _____ Vote _____

Select Board Appointments – Five (5) Year Terms

Position

Individual

Term Ending

North Yarmouth School Fund-Trustee

Dixie Hayes

June 30, 2028

North Yarmouth School Fund-Trustee

Nelson Smith

June 30, 2028

Suggested Motions

To re-appoint Dixie Hayes as Trustee members for a five-year term as presented

Motion _____, Second _____ Vote _____

To re-appoint Nelson as Trustee members for a five-year term as presented

Motion _____, Second _____ Vote _____

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

June 27, 2023

V. *New Business*

A. Paving Bid Award

The following bids were received and publicly opened on June 20, 2023 at 10:00am:

	North Road	Milliken Road	Milliken Road Revised
All States Construction Inc.	\$278,824.00	\$ 43,356.70	
Northeast Paving	\$422,680.00	\$167,160.00	\$ 73,560
Pike Industries	\$306,136.00	\$121,860.00	\$ 45,632

Due to the bid amounts, we are recommending paving North Road only and postpone Milliken Road until 2024. The

Suggested Motion

Award the paving bid to All States Construction Inc., in the amount of \$278,824 for North Road and expended from the Roadway Reserve.

B. Select Board By-Laws Amendment-Committee Liaisons

C. Midcoast Humane Society-Contract Renewal

This is an annual renewal with Midcoast Humane Society for animal shelter management. The contract has been updated to include items #3, #5, #6, & #7. These sections, which are current practice, are now written into the contract. Bobby Silcott, ACO has reviewed the contract and has confirmed that everything in the contract is current practice and follows State Statute.

Suggested Motion

Approve the contract as written and authorize the Town Manager to execute the document.

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

VII. Consent Agenda

A. Municipal Accounts Payable Warrants

#102	\$ 8,640.56
#104	\$ 9,751.66
#105	\$ 925.45
#106	\$386,674.12
#108	\$ 14,304.51
#111	\$ 15,203.81
#112	\$ 323.00

B. Municipal Payroll Warrants

#103	\$ 40,455.24
#107	\$ 6,500.00
#109	\$ 9,490.30
#110	\$ 43,383.97

C. Select Board Minutes-June 6, 2023

D. North Star Planning-Contract Renewal

E. Municipal Election Return

Suggested Motion

To approve the consent agenda as presented.

Motion _____, **Second** _____ **Vote** _____

Town of North Yarmouth
Annual Re-Appointments

Select Board Appointments – One (1) Year Terms

<u>Position</u>	<u>Individual</u>	<u>Term Ending</u>
Assessor	Robert Sutherland	June 30, 2024
Animal Control Officer	Bobby Silcott	June 30, 2024
Town Clerk	Debbie Grover	June 30, 2024
Building Inspector	Ben Scipione	June 30, 2024
Electrical Inspector	Ben Scipione	June 30, 2024
Plumbing Inspector	Ben Scipione	June 30, 2024
Register of Voters	Debbie Grover	June 30, 2024
General Assistance Administrator	Diane Barnes	June 30, 2024
Tax Collector	Diane Barnes	June 30, 2024
Treasurer	Diane Barnes	June 30, 2024
Road Commissioner	Clark Baston	June 30, 2024
Director of Emergency Preparedness	Greg Payson	June 30, 2024
Health Officer	Greg Payson	June 30, 2024
Fire Chief	Greg Payson	June 30, 2024

Select Board Appointments – One (1) Year Terms

<u>Position</u>	<u>Individual</u>	<u>Term Ending</u>
PML Advisory Board	Kelly Barnes	June 30, 2024
PML Advisory Board	Paul Dexter	June 30, 2024
PML Advisory Board	Barbara Hauke	June 30, 2024
Waste Reduction Committee	Lisa Belanger	June 30, 2024
Waste Reduction Committee	Jim Briggs	June 30, 2024
Waste Reduction Committee	Darcy Cunningham	June 30, 2024
Waste Reduction Committee	Laurie Gilman	June 30, 2024
Waste Reduction Committee	Nicole Hewes	June 30, 2024
Waste Reduction Committee	Keith Bubblo (New Appt.)	June 30, 2024
EcoMaine Board of Directors	Rob Wood	June 30, 2024
EcoMaine Board of Directors (Alt.)	Diane Barnes, Town Manager	June 30, 2024
Joint Standing Committee	Robert Abbott	June 30, 2024

Select Board Appointments – Three (3) Year Terms

<u>Position</u>	<u>Individual</u>	<u>Term Ending</u>
Economic Dev. & Sustainability	Byron Kern	June 30, 2026
Economic Dev. & Sustainability	Rich Parenteau	June 30, 2026
Zoning Board of Appeals	Jim Briggs	June 30, 2026
Zoning Board of Appeals	Paul Napolitano	June 30, 2026
Wescustogo Hall Committee	Blaine Barter	June 30, 2026
Wescustogo Hall Committee	Clark Baston	June 30, 2026
Shellfish Commission	Stephen Demelle	June 30, 2026
Planning Board	Paul Metevier	June 30, 2026
Planning Board (Alt.)	Alex Urquhart	June 30, 2026

Select Board Appointments – Five (5) Year Terms

<u>Position</u>	<u>Individual</u>	<u>Term Ending</u>
North Yarmouth School Fund-Trustee	Dixie Hayes	June 30, 2028
North Yarmouth School Fund-Trustee	Nelson Smith	June 30, 2028

Board & Committee Vacancies

Board of Assessment Review	One (1) Regular Member	June 30, 2026
	Two (1) Alternate Member	June 30, 2026
Economic Dev. & Sustainability	One (1) Alternate Member	June 30, 2025
Parks Committee	Two (2) Regular Members	June 30, 2026
Zoning Board of Appeals	One (1) Alternate Member	June 30, 2026
Events Committee	Three (3) Regular Members	June 30, 2024
Flag Committee	One (1) Regular Member	June 30, 2024
Waste Reduction Committee	Two (2) Regular Members	June 30, 2024
	Three (3) Alternate Members	June 30, 2024

FY 24 Paving
Bid Opening
Tuesday, June 20, 2023
10:00 Am
Town Manager's Office

Present: Diane Barnes, Town Manager
Clark Baston, PW Director
Kody Copp, PW Foreman
Greg Brown, Pike Industries
Chris Webber, Northeast Paving
Hunter Farwell, All States Construction

The following bids were received and publicly opened on Tuesday, June 20, 2023 at 10:00am:

	North Road	Milliken Road	Milliken Road Revised
All States Construction	\$278,824.00	\$ 43,356.70	
Northeast Paving	\$422,680.00	\$167,160.00	\$ 73,560
Pike Industries	\$306,136.00	\$121,860.00	\$ 45,632

TOWN OF NORTH YARMOUTH
2023-2024 STREET RESURFACING PROGRAM
BID NO. 2023-001
PROPOSAL

To: Town Manager
 10 Village Square Road
 North Yarmouth, Maine 04097

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the TOWN OF NORTH YARMOUTH, by its Town Manager, to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

North Road:

Scope: Grind 7 butt joints at (1) RTE.9, (2) at RR crossing, (2) at river bridge, (1) at Packard Farm RD, and (1) at RTE 231. Place a 1/2" to 3/4" x 9.5 HMA, full width shim, driveways to flared and be tapered in as required. Place a 3/4" full width, ultra thin bonded wearing course. 25' from the intersection of RT.9 & RT.231 a 1 1/4" thick UTBWC maybe used to cover any height discrepancy of the existing pavement surface in the intersections. Rubber tired roller and minimum (0.25sy) Tac required on all HMA lifts. Yellow temporary reflectors on centerline when finished.

			Total
9.5mm HMA 1/2"-3/4" Shim	1,000 Tons	\$ 87.64 / TON	\$ 87,640.00
Ultra-Thin Bonded Wearing Course	26,400 SY	\$ 7.06 / SY	\$ 186,384.00
Bituminous Tack (0.25)	6,60 Gals	\$ 4.00 / Gal	\$ 2,640.00
Cold Planing of Butt Joints	120 SY	\$ 18.00 / SY	\$ 2,160.00
TOTAL:			<u>\$ 278,824.00</u>

Milliken Road:

Scope: From North Road to St. Lawrence + Atlantic RR crossing. In heavenly distressed areas, as identified by the road commissioner, shim with a 12.5mm hot mix asphalt shim- then place a variable 3/4" full width 9.5mm HMA shim. This work is in anticipation of a latex modified single chipseal in summer of 2024. All driveway-streets are to be bumped out and tapered in. Rubber tired roller and minimum (0.25sy) Tac required on all HMA lifts.

12.5mm HMA shim	30 Tons	\$ 98.69/TON	Total \$ 2,960.70
9.5mm HMA 1/2"-3/4" Shim	400 Tons	\$ 98.69/TON	\$ 39,476.00
Bituminous Tack (0.25)	230 Gals	\$ 4.00/Gal	\$ 920.00
TOTAL:		\$ 43,356.70	

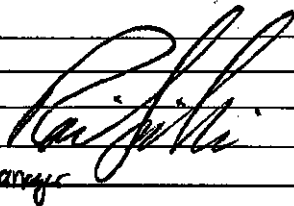
The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract and furnish the required Bonds within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works in writing and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred (\$500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Director of Public Works.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of North Yarmouth and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the TOWN OF NORTH YARMOUTH is directly or indirectly interested in this Proposal or in any Contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (Give first and last names in full, and in the case of a Corporation, give names and addresses of President, Treasurer, and Manager; and in case of a Partnership, give names and addresses of members):

Company Name: All States Construction, Inc.
Address: 699 Main St
Richmond, ME 04357

Signature 
Printed Name and title: Donna Simban Maine Area Manager
Firm's IRS ID # 04-2216566
Date 6/20/83
Telephone Number 207-295-7590
Fax # 207-514-8096
E-Mail Address Salesme@asmg.com

TOWN OF NORTH YARMOUTH
2023-2024 STREET RESURFACING PROGRAM
BID NO. 2023-001
PROPOSAL

To: Town Manager
 10 Village Square Road
 North Yarmouth, Maine 04097

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the TOWN OF NORTH YARMOUTH, by its Town Manager, to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

North Road:

Scope: Grind 7 butt joints at (1) RTE.9, (2) at RR crossing, (2) at river bridge, (1) at Packard Farm RD, and (1) at RTE 231. Place a 1/2" to 3/4" x 9.5 HMA, full width shim, driveways to flared and be tapered in as required. Place a 3/4" full width, ultra thin bonded wearing course. 25' from the intersection of RT.9 & RT.231 a 1 1/4" thick UTBWC maybe used to cover any height discrepancy of the existing pavement surface in the intersections. Rubber tired roller and minimum ~~(0.25sy)~~ .025sy Tac required on all HMA lifts. Yellow temporary reflectors on centerline when finished.

9.5mm HMA 1/2"-3/4" Shim	1,000 Tons	\$ <u>139,000.00</u>
Ultra-Thin Bonded Wearing Course	26,400 SY	\$ <u>274,560.00</u>
Bituminous Tack (0.25) .025	6,600 660 Gals	\$ <u>5,280.00</u>
Cold Planing of Butt Joints	120 SY	\$ <u>3,840.00</u>
TOTAL:		\$ <u>422,680.00</u>

Milliken Road:

Scope: From North Road to St. Lawrence + Atlantic RR crossing. In heavenly distressed areas, as identified by the road commissioner, shim with a 12.5mm hot mix asphalt shim- then place a variable 3/4" full width 9.5mm HMA shim. This work is in anticipation of a latex modified single chipseal in summer of 2024. All driveway-streets are to be bumped out and tapered in. Rubber tired roller and minimum ~~(0.25sy)~~ .025sy Tac required on all HMA lifts.

12.5mm HMA shim	30 Tons	\$	<u>8,400.00</u>	
9.5mm HMA 1/2"-3/4" Shim	400 1,000 Tons	\$	<u>156,000.00</u>	62,400 156 per ton
Bituminous Tack (0.25).025	6,600 230 Gals	\$	<u>2,760.00</u>	

TOTAL: \$ 167,160.00 173,560

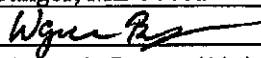
**Total Prices based on the tonnages shown on the bid sheet and not the amended tonnages shown in the scope of work.*

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract and furnish the required Bonds within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works in writing and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred (\$500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Director of Public Works.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of North Yarmouth and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the TOWN OF NORTH YARMOUTH is directly or indirectly interested in this Proposal or in any Contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (Give first and last names in full, and in the case of a Corporation, give names and addresses of President, Treasurer, and Manager; and in case of a Partnership, give names and addresses of members):

<u>Company Name:</u>	<u>Eurovia Atlantic Coast, LLC dba Northeast Paving</u>
<u>Address:</u>	<u>953 Odlin Road</u>
	<u>Bangor, ME 04401</u>
<u>Signature</u>	<u></u>
<u>Printed Name and title:</u>	<u>Wayne A. Berry - Division Manager</u>
<u>Firm's IRS ID #</u>	<u>83-1881577</u>
<u>Date</u>	<u>6/20/2023</u>
<u>Telephone Number</u>	<u>207-945-0873</u>
<u>Fax #</u>	<u>207-945-0874</u>
<u>E-Mail Address</u>	<u>Gregory.Schaub@Eurovia.us (Greg Schaub - Chief Estimator)</u>

TOWN OF NORTH YARMOUTH
2023-2024 STREET RESURFACING PROGRAM
BID NO. 2023-001
PROPOSAL

To: Town Manager
 10 Village Square Road
 North Yarmouth, Maine 04097

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the TOWN OF NORTH YARMOUTH, by its Town Manager, to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

North Road:

Scope: Grind 7 butt joints at (1) RTE.9. (2) at RR crossing, (2) at river bridge, (1) at Packard Farm RD, and (1) at RTE 231. Place a 1/2" to 3/4" x 9.5 HMA. full width shim, driveways to flared and be tapered in as required. Place a 3/4" full width, ultra thin bonded wearing course. 25' from the intersection of RT.9 & RT.231 a 1 1/4" thick UTBWC maybe used to cover any height discrepancy of the existing pavement surface in the intersections. Rubber tired roller and minimum ~~(0.25sy)~~ ~~0.25sy~~ Tac required on all HMA lifts. Yellow temporary reflectors on centerline when finished.

9.5mm HMA 1/2"-3/4" Shim	1,000 Tons	\$ <u>113.50</u>
Ultra-Thin Bonded Wearing Course	26,400 SY	\$ <u>7.04</u>
Bituminous Tack (0.25) 0.25	600 600 Gals	\$ <u>7.00</u>
Cold Planing of Butt Joints	120 SY	\$ <u>18.00</u>
TOTAL:		\$ <u>306,136.00</u>

Milliken Road:

Scope: From North Road to St. Lawrence + Atlantic RR crossing. In heavenly distressed areas, as identified by the road commissioner, shim with a 12.5mm hot mix asphalt shim- then place a variable 3/4" full width 9.5mm HMA shim. This work is in anticipation of a latex modified single chipseal in summer of 2024. All driveway-streets are to be bumped out and tapered in. Rubber tired roller and minimum ~~(0.25%)~~ 0.25% Tac required on all HMA lifts.

12.5mm HMA shim	30 Tons	\$ <u>225.00</u>	
9.5mm HMA 1/2"-3/4" Shim	1,000 Tons	\$ <u>113.50</u>	45,400
Broomhouse Tax (0.25%)	6,600 230 Cals	\$ <u>7.00</u>	
TOTAL:		\$ <u>121,860.00</u>	45,632

Total for both roads = \$ 427,996.00

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract and furnish the required Bonds within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works in writing and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred (\$500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Director of Public Works.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of North Yarmouth and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the TOWN OF NORTH YARMOUTH is directly or indirectly interested in this Proposal or in any Contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (Give first and last names in full, and in the case of a Corporation, give names and addresses of President, Treasurer, and Manager; and in case of a Partnership, give names and addresses of members):

Company Name: Pike Industries
Address: 95 Warren Ave.
Westbrook, ME 04092
Signature [Signature]
Printed Name and title: Gregory Brown - Estimator
Firm's IRS ID # 02-0422469
Date 6-19-23
Telephone Number 207-649-6356
Fax # 207 591-5223
E-Mail Address greg.brown@pikeindustries.com

AMENDMENT TO THE TOWN OF NORTH YARMOUTH - SELECT BOARD BYLAWS

The Select Board of the Town of North Yarmouth hereby amends the “Town of North Yarmouth – Select Board Bylaws” (the “Bylaws”) as follows:

Section 10 of the Bylaws is amended to read:

SECTION 10 – COMMITTEE LIASONS

The role of a Select Board Committee Liaison is to be a conduit of information and resources between the Select Board and the committee in order to increase efficiency, reduce confusion, and produce positive outcomes for the citizens of North Yarmouth. Liaisons should be assigned by the second regular meeting of a new Select Board being sworn in.

A) Types of Liaisons

Select Board Liaisons are assigned to:

1. Appointed Boards, Commissions, and Committees – As described in Article IV Section 2 of the Town Charter, except that the Select Board shall not assign Select Board Liaisons to the Board of Assessment Review, the Planning Board and the Zoning Board of Appeals.
2. Ad Hoc Committees – As described in Article IV Section 3 of the Town Charter

B) Liaison Expectations

Liaisons should:

1. Know and understand the founding intent of the committee as well as any charge established by the Select Board for the committee.
2. Have routine contact with the committee chair(s) to understand committee activities as well as any resource needs or requests to fulfill their charge.
- ~~2.3.~~ Remain impartial as a Select Board Liaison in matters where the Committee’s members are required to be impartial.
- ~~3.4.~~ Read and be familiar with relevant issues on committee agendas prior to the meetings.
- ~~4.5.~~ Attend committee meetings/activities and serve as an interactive resource by participating in any committee/subcommittee/forum discussions as needed or requested by the committee.
- ~~5.6.~~ Provide a regular liaison report to the Select Board which includes progress toward the committee’s charge; resources needed to fulfill its charge; any work undertaken that may alter, amend, conflict with, or create new town policies, established ordinances, Select Board goals, or the committee charge.

Amended and agreed to by the Town of North Yarmouth Select Board this 27th day of June, 2023.

Brian Sites, Chair

Amy Haile, Vice Chair

Paul Hodgetts

Katherine Perrin

Andrea Berry

(New language is underlined.)



Midcoast Humane and Town of North Yarmouth Agreement for Services

This agreement, made and entered into by and between the Town of North Yarmouth, Maine, a municipal corporation hereinafter referred to as the Municipality, and Midcoast Humane, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as MH. This agreement will cover the contract period beginning July 1, 2023, and ending June 30, 2024.

MH and the Municipality, in consideration of the payments set forth in Section X below, agree as follows:

I. Services to be provided

The services to be performed under this Agreement are for animal shelter management services in accordance with the terms, conditions and specifications contained or referenced herein. Such services will be provided only to municipalities, such as the Town of North Yarmouth, that have entered into agreements with another shelter, hereinafter referred to as the "Primary Shelter," to accept stray animals from the municipality's Animal Control Officer(s) or other authorized officer.

1. MH will furnish, manage and operate animal shelter facilities located at 5 Industrial Parkway, in Brunswick, Maine. MH shall be responsible for the day-to-day custodial care of the shelter facility and grounds, including the removal of litter and debris from outdoor areas and for use of all utilities, including, without limitation, electric, gas, water, oil, sewage and telephone.
2. MH will provide adequate food, water, shelter, space, care, treatment and transportation for small domestic companion animals which come into its custody through the following:
 - A. Animals that are voluntarily surrendered by their owners who are residents of the Municipality. Stray dogs found by residents of the Municipality and brought to MH will NOT be accepted by MH and the resident will be directed to the Municipality's Primary Shelter.
 - B. Stray and impounded dogs apprehended by the Municipality's ACO must be delivered to and housed by the Municipality's Primary Shelter during the State of Maine's statutory waiting period pursuant to 7 M.R.S.A. § 3913. Dogs that have not been claimed by their owners at the expiration of the statutory waiting period can then be transported to MH by the Municipality's ACO.
 - C. Stray cats apprehended by the Municipality's ACO may be transported by the Municipality's ACO directly to MH.

3. A duly authorized representative of the Municipality, customarily the Municipality's Animal Control Officer, hereinafter referred to as the Representative, will be furnished a security code and key to MH's isolation area for the purpose of delivering animals accepted under this contract during hours when MH is not open to the public. The Representative delivering animals to the isolation area shall complete all required paperwork. The Municipality shall at all times provide MH with the name of its Representative and contact information and shall notify MH of any changes. The Municipality shall be responsible for obtaining the key from any former Representative and providing such key to its current Representative.
5. In the event that the Representative delivers an animal to MH, the Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. MH shall release the animal to its owner only upon proof of such payment of all fines and fees, as well as upon the payment by the Municipality or the animal's owner to MH of any fees assessed by MH, as stated below.
6. All animals that are brought to MH by a Representative shall not be removed from MH by a Representative other than upon the written authorization of MH.
7. Any Representative that picks up sick or injured animals covered under this contract must call MH to see if a veterinarian is on premises before bringing said animals to MH. If no veterinarian is at MH, the animals must be brought to a different veterinary clinic or like facility for care. If a MH veterinarian is on premises, the veterinarian will give his/her recommendation on whether MH is able to treat the animal or whether it needs to be transported to another veterinary clinic or like facility. The Municipality acknowledges that MH may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). MH, in its sole discretion may elect to refuse or accept delivery of sick or injured animals and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse MH for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured animal to the shelter during hours other than regular business hours unless municipality has made prior arrangements with MH. The cost of transporting animals that cannot be treated at MH, as well as the cost of such treatment at another veterinary clinic, will be borne by the Municipality if such costs are incurred during the mandatory waiting periods as required by State of Maine statutes.
8. MH will be responsible for finding "forever homes" and placement for all animals in its care. When animals are delivered to MH at the expiration of the statutory waiting period under Paragraph 2.B., MH will immediately become the legal owner of such animals and MH will have no legal responsibility or obligation to notify the animals' prior owners. If the identity of the owner of a cat brought to MH is established, MH shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
9. In the event that euthanasia is required for reasons of public safety or welfare or in satisfaction of any obligation of the Municipality, MH shall be responsible for the humane euthanasia of any animal covered by this contract in its care using methods approved by the State of Maine.

10. MH will maintain regularly scheduled business hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals. From time to time, MH may close due to weather conditions, staff training, or other unforeseeable circumstances. Notice of any closings will be provided to the public as far in advance as possible.
 11. MH will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the MH Board of Directors.
 12. MH contact personnel, available to the Municipality during regular MH business hours, are as follows:
 - Jess Townsend, Executive Director, Office: 207-449-1366, ext. 101
- In the event that this person is no longer employed by MH, MH will notify the Municipality and furnish the Municipality with the contact information for their successors.
13. MH shall provide systems to monitor medical and other information on each shelter animal.
 14. On request of a resident of the Municipality, MH shall provide a list of the names and telephone numbers of the Municipality's Animal Control Officer(s) and animal care providers who are available and on call for emergency services.
 15. MH alone retains sole discretion to refuse delivery of one or more animals where such delivery renders MH unable to provide appropriate housing and/or disposition of delivered animals.

II. Ownership of dogs

MH will adhere to the mandatory waiting periods and ownership requirements for uncontrolled dogs as articulated in Title 7 M.R.S.A. §3913 and any amendments thereto.

III. Ownership of cats

MH will adhere to the mandatory waiting periods and ownership requirements for stray cats as articulated in Title 7 M.R.S.A. §3919 and any amendments thereto.

IV. Public service programs

MH shall provide at its sole cost and expense the following services:

1. A reduced-cost spay-neuter program for any animal owned by a resident of the Municipality, except that, in the event that MH determines that it is no longer feasible to offer such spay/neuter program, MH shall no longer be under any obligation to do so.
2. A volunteer program to encourage support for MH and its operation of the shelter.

3. Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.
4. An adoption program designed to ensure that MH identifies and secures humane, permanent homes for the animals under its care.
5. MH makes every effort to promote Trap, Neuter and Return (TNR) for feral cats, and return feral cats that are spayed or neutered, vaccinated and ear tipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Town of North Yarmouth agrees to work with MH and the community to permit and encourage TNR as the preferred method of dealing with feral cats. MH will accept confined stray cats, but recommends that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

V. Adoption fees and recordkeeping

1. MH will collect all adoption fees and shall keep proper financial records to account for same. MH will permit the Municipality, at all reasonable times, to inspect and audit such records and shall make such reports of funds received as required by statute or regulation.
2. MH shall keep full and accurate records of all animals taken into custody, showing the date, place, reason and manner whereby animals were brought into custody, with a description of the animal and a record of its final disposition.

VI. Indemnification

1. The Municipality shall indemnify and hold harmless MH, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Municipality, its employees, contractors or agents, in connection with the seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed in Title 7 M.R.S.A. §3913, 3919 and 3919-A.
2. MH will indemnify and hold harmless the Municipality, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of MH, its employees, contractors or agents, in connection with the operation of MH.

VII. Insurance

MH shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect MH from claims of damages for personal injury including accidental and wrongful death, as well as claims arising from services rendered under this agreement, whether such services be by MH, by any subcontractor, or anyone employed directly or indirectly by either of them.

VIII. Agreement not assignable

MH shall not have the right, authority, or power to sell, mortgage, or assign this agreement or the powers granted to it, or any interest therein, nor any right, power or authority to allow or permit any other person or party to have any interest in the services outlined in this agreement without the written consent of the Municipality.

IX. MH's independent capacity from Municipality

MH, its officers, employees, directors, agents and volunteers shall act independently of Municipality and not as officers, employees, agents or volunteers of Municipality.

X. Payment

1. In compliance with the terms and conditions of this agreement, the Municipality shall agree to pay the following to MH for the performance of its obligations and responsibilities:

The annual agreed payment shall be computed on the basis of \$1.05 per capita of the human population of the Town of North Yarmouth. For purposes of this computation, MH has relied on the population count as reported in the 2020 census – 4,072 residents. Accordingly, based on the Town of Town of North Yarmouth's 2020 census, the Municipality shall pay MH a flat annual fee of \$4,275.60.

2. Services NOT covered by the above computation that would result in additional payments to MH may include, but are not necessarily limited to:
 - A. An instance when any animal brought to MH by the Municipality appears to be infected with rabies. In such instances, the Municipality shall be responsible for any veterinary fees and for transporting laboratory specimens for testing.
 - B. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of the required statutory waiting period. In such instances, beginning on the first day following the statutory waiting period, the Municipality shall pay MH a boarding fee of \$20.00 per dog or cat, \$25.00 for a female cat or dog with a litter that has not been weaned, \$5.00 per small animal and \$5.00 per bird. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$15.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$18.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to only pay the fees listed in Title 7 M.R.S.A §3919-C.
 - C. During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs and as prescribed by Title 7 M.R.S.A §3919-A (1.) for cats with identification, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.

- D. During the waiting periods prescribed by Title 7 M.R.S.A. §3919 and 3919-A, for a cat that does not have identification, not less than 48 hours or, for feral cats, not less than 24 hours, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
- E. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of the statutory waiting period, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
- F. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility.
- G. MH has the capacity to provide veterinary support in cases of seizure due to cruelty and/or neglect, but these supports are only available for animals in its care. MH retains the right to place animals pending legal action into foster homes with established fosters, but will not provide medical care or assistance with case animals that the Municipality Representative chooses to manage and foster outside of MH.

XI. Agreement terms

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of one year as set forth above. However, it is fully agreed that this agreement may be terminated by either party upon 90 days written notice to the other party of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed by the parties hereto that the Municipality will defend this agreement with all due and proper diligence should it be challenged by any action in law. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior or contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

In the performance of this agreement, the Municipality shall abide by all MH regulations as they presently exist and as they may hereafter be amended.

XII. Applicable law

The parties hereto agree that this agreement shall be construed and governed by the laws of the State of Maine and that, in the event of a conflict between the provisions of this agreement and any State of Maine statute, the State of Maine law will control, with the exception that, in the event that any animal boarding rates contained herein are in excess of any State of Maine statutory rates, the rates contained herein will control. Boarding fees, as stated above, reflect the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C in addition to the cost of staffing and observation borne

by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay only the fees listed in Title 7 M.R.S.A §3919-C.

MH agrees that all animal shelter management services performed for the Municipality shall be performed in full compliance with the applicable Federal and State of Maine laws, regulations and guidelines for such services.

It is understood and agreed by the Municipality and MH that, in the event the Municipality's Animal Control Ordinances are revised in such a way as to cause a substantial increase in the level of services to be performed by MH under this agreement, then such revisions shall not be covered by this agreement and the parties shall enter into negotiations regarding amendments to this agreement to address such revisions.

In witness whereof, the parties signify their acceptance of this agreement by their execution below.

Town of North Yarmouth, Maine

By: _____ Date: _____
Authorized Representative

_____ Date: _____
Print Name and Title

_____ Date: _____
Witness Signature

Midcoast Humane

By: Jess Townsend Date: 6/8/23
Jess Townsend, Executive Director

Bethany Omer Date: 6/8/23
Witness Signature

**Town of North Yarmouth
Select Board
Meeting Minutes June 6, 2023, 6:00 PM**

Call to Order- (21:18-1:46)

Members Present: Brian Sites, Chairperson, Amy Haile, Vice Chairperson, Katherine Perrin, Selectperson, Paul Hodgetts, Selectperson, and Andrea Berry, Selectperson, and Diane Barnes, Town Manager.

Pledge of Allegiance.

Conduct Complaint-Select Board Member

The Selectboard heard a conduct complaint from Kristen Collins, Attorney for Laurie Bachelder and 527 LLC against Selectperson Hodgetts.

David A Lourie, Attorney was present to represent and defend Mr. Hodgetts against the claim.

John Hamer, Attorney for the town gave his recommendation that there were no actional policy violations presented.

Chairperson Sites, seconded by Selectperson Berry, moved to take no further action on this complaint. Vote 4 Yes/0 No.

Chairperson Sites, seconded by Selectperson Perrin moved that the Selectboard review bylaws concerning the Liaisons specifically around Quasi-Judicial bodies. Vote 4 Yes/0 No.

Appointments-(2:04-2:08)

Budget Committee Member Resignation-Bill Young
Parks Committee Member Resignation-Scott Kerr
Assessor Resignation-Benjamin L. Thompson 6/6/2023
Assessor Appointment-Robert Sutherland 6/6/2023-6/30/2023

Selectperson Hodgetts, seconded by Selectperson Berry moved to accept the resignation of Bill Young from the Budget Committee, Scott Kerr from the Parks Committee and Benjamin Thompson, Assessor. Vote 5 Yes/0 No.

Selectperson Berry wanted to recognize and appreciate Scott Kerr for his commitment to the Parks and Town of North Yarmouth.

Selectperson Perrin seconded by Vice Chairperson Haile moved to appoint Robert Sutherland, the new Assessor for the Town of North Yarmouth from 6/6/2023-06/30/2023. Vote 5 Yes/0 No.

Public Comment (2:08:01-2:19:27)

Maureen Lucey, 482 Walnut Hill Road- reported that the Boys Track Team won the Western Maine Conference Championship. The Girls Track Team came in second. They both came in third at the State Meet. The Girls Ultimate Frisbee Team won State on Saturday. Congratulations!

Rich Parenteau, Pine Ridge Road- asked a question on the Financial Policy Fund Balance amendment.

Heather Goudeau, Cumberland- said that she hosted many events at the community center. Sunday, she hosted the American Flyers booster club. She stated it was wonderful working with Jackie, Jackson, and Mari. They were treated with a smile and made to feel like a VIP's. She further read comments from the Following:

Angela Campos, Cumberland- stated that the facility was beautiful. It was the perfect place for the event, and she was very impressed with the staff.

Shannon Cloutier, stated the facility was beautiful. She stated Jackie was a joy to work with and she responded quickly.

Nicole Esposito from Saco, stated she was floored at the amount of customer service they received. With Jackie and Mary's willingness to roll up their sleeves. Thank you, we really appreciate it.

Larry Lonegan Abbey Lane- stated that he had a concern with the proposed Fund Balance amendment and would speak to his concern during the Financial Policy agenda item.

David Reed, Country Creek. – Directed questions to the Select Board regarding the code of conduct complaint.

Vice Chairperson Haile clarified this is public comments and He may comment.

Chairperson Sites advised this was not a complaint brought by the Selectboard. The complaint was brought up by a citizen of the town.

Selectperson Berry advised that Selectperson Hodgetts chose to have a public meeting.

Judy Potter, Walnut Hill Road- read a section of M.R.S. Title 30-A, Chapter 187: Planning and Land Use Regulation §4366.

Jeff Brown, 470 Mumford Road- questioned why the proposed Land Use Ordinance process is now being proposed as an amendment to section 1.7 of the Land Use Ordinance instead of a policy.

New Business (2:19:28-2:50:57)

Financial Policy Amendment – Fund Balance

The Town of North Yarmouth recognizes the importance of maintaining an appropriate level of undesignated fund balance. The town's unassigned GF fund balance serves several stabilizing purposes. It is a surplus of amounts which have accrued from unexpected operating budget surplus and unanticipated excess revenues. The surplus also provides the town with an amount for use in unforeseen, unbudgeted emergency situations, and provides a cash flow cushion to offset the need for borrowing in anticipation of tax receipts.

To maintain financial stability, the town has established this policy to maintain an unassigned GF fund balance no less than 12% and no more than 16% of the current fiscal year's budget as defined below:

Gross town operating budget, including town's share of school budget, town's portion of the county's operating budget, and debt service.

Once the town achieves its goal of an appropriate level of undesignated fund balance, any excess funds may be utilized for other municipal purposes, including, without limitation, additional capital improvement needs, tax rate stabilization or reduction purposes. For example, by utilizing excess fund balances for capital improvements, the town will reduce the need to incur long-term debt and will avoid creating an operating funding gap for subsequent fiscal years.

This policy has been adopted by the town to recognize the financial importance of a stable and sufficient level of undesignated fund balance. However, the town reserves the right to appropriate funds with taxpayer approval, from the undesignated fund balance for emergencies and other requirements the municipal officers believe to be in the best interest of the town.

In the event the town's undesignated fund balance drops below the 12% minimum, a written plan to replenish the fund within a maximum of three fiscal years must be approved by the Select Board at the time of the emergency GF fund balance appropriation.

Chairperson Sites, seconded by Vice Chairperson Haile moved to amend the Fund Balance Section of the Financial Policy with exception 6A and unstrike “that many be applied as a revenue for purposes of developing the subsequent municipal budget.” Vote 5 Yes/0 No.

Larry Lonagan, Abbey Lane- questioned a section of the Fund Balance Policy that is proposed to be deleted.

Fee Schedule Amendment-WH&NYCC Fees

Jackie Hersey, Community Center Director, explained her reasons for recommending the change tot he WH&NYCC Fees. She stated that the Community Center Director would like to amend section “Public Facility Use (Wescustogo Hall & Community Center” by removing the charges for the Combo WH/Room 1 & 2 and Combo WH/Room 2 & 3. Providing a discount for additional space is less incentive to reserve the entire hall for events. It generates more set up/clean-up time for staff without generating anymore revenue for the use of the space.

Selectperson Perrin, seconded by Selectperson Berry moved to amend the WH&NYCC Fee section of the Fee Schedule as presented. Vote 5 Yes/0 No.

LUO-Proposed Amendment to 1.7

Chairperson Sites presented a PowerPoint that explained the LUO Amendment Process that he presented to the Board for review.

Larry Lonagan Abbey Lane- asked if this amendment would go to a public meeting. Chairperson Sites advised it would need approval from the voters. Larry questioned why the Town does not send out notices on public hearings.

Diane Barnes advised that in certain circumstances the Town would send out a mailer to the households. The notice for a public hearing is posted in the newspaper, posted on the website, and the subscribers to notices would get a link to the material on the website. Mr. Lonagan was encouraged to subscribe to these notices.

Consent Agenda (2:50:58-2:53:43)

Payroll Warrants

#97 \$ 7,482.50

#98 \$ 7,378.62

#100 \$ 62,509.09

#101 \$770,618.29

Municipal Accounts Payable Warrants

#99 \$43,725.73

Select Board Minutes of May 16, 2023, May 22, 2023.

CMP Pole Location Permit-Lufkin Road

CMP is requesting permission from the Municipal Officers to construct and maintain a pole with attached facilities upon, along or across Lufkin Road. This pole is being installed to service a new customer who is building a home.

Vice Chairperson Haile, seconded by selectperson Berry moved to approve the consent agenda as presented minus May 22, 2023, minutes. Vote 5 Yes/0 No.

Selectperson Hodgetts would like the end time of the May 22, 2023, updated from 6:20 PM to 6:14 PM.

Selectperson Hodgetts, seconded by Chairperson Sites moved to approve the May 22, 2023, minutes after changing the meeting end time from 6:20 PM to 6:14 PM. Vote 5 Yes/0 No.

Management Reports & Communications (2:53:44-2:58:20)

Town Manager's Report

Election Day

The Town Office will be closed for business on Tuesday, June 13th for staff to be present and work the polls

Servpro Certificate of Appreciation-EMS Appreciation

Servpro proudly presented to Greg Payson, a certificate of appreciation as a nominee of Servpro's Paint the Plate at Fenway Hero 2023 in grateful recognition for his enduring commitment to exceptional service and unparalleled dedication the communities in which he serves.

MMA Site Visit

Jason Johnson, MMA Risk Inspector was on site to conduct his annual inspections of the Town's facilities. He wanted to specifically mention two employees who make a great team when it comes to workplace safety – Debbie Allen Grover and Greg Payson. Together these two – and I assume with the work of others – have put North Yarmouth in a great spot. It's one of the reasons why he recommended that the Town consider enrolling in the Bureau of Labor's SHAPE Award. Obtaining the SHAPE Award can be a bit of hard work, but in addition to a plaque there is a discount on Workers Compensation with Maine Municipal and no surprise inspection from the State for a period of 3 to 7 years. He sincerely believes North Yarmouth would be an excellent candidate for this award based on his recent visit yesterday.

The Recycling Partnership Grant

The Recycling Partnership awarded the Town of North Yarmouth \$8,000 in grant funding along with a wide range of technical assistance and in-kind support from the Recycling Partnership to assist with the implementation of our community-wide-cart-based automated curbside program. They landed on \$5 per cart for the 1,600 carts that North Yarmouth plans to distribute for a few reasons, all of them related to making sure they create the most impact with their limited grant dollars:

- Our recycling program’s performance was already pretty high so their investment of grant funds in our community would return relatively fewer new tons since our community is already full of such good recyclers.
- Their program, at its best, is meant to catalyze new investment in residential recycling that might not have otherwise occurred.

Judy Potter, Walnut Hill Road- said there were spelling errors on the School ballot and warrant. She also questioned the wording on the Town ballot. Diane said she would bring it to their attention.

Adjournment

**Selectperson Hodgetts, seconded by Chairperson Sites moved to adjourn at 8:43 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

June 6, 2023

Diane Barnes, Town Manager
North Yarmouth Town Office
10 Village Square Road
North Yarmouth, ME 04097

Subject: Letter of Agreement, Municipal Planning Services 2023-2024

Hello Diane,

This letter of agreement (Agreement) is between the Town of North Yarmouth, Maine ("TOWN") and North Star Planning ("PLANNER"), with a place of business at 49 Pineland Drive, Suite 102, New Gloucester ME 04260. Pursuant to this Agreement, PLANNER will complete work based on the approved Work Scope, below, and as directed by the Town Manager and Code Enforcement Officer.

Work Scope

1. Planning Board Support & Development Review, as requested by the Code Enforcement Officer.
 - a. Review proposed development that requires Planning Board approval for compliance with Town ordinances and regulations.
 - Coordinate reviews with the Town staff through the Code Enforcement Officer.
 - Attend daytime meetings with staff, developers, and/or potential applicants on an as needed basis in order to review and explain various regulatory and procedural requirements.
 - Correspond with applicants directly, as authorized by the Code Enforcement Officer.
 - b. Prepare materials for Planning Board packets, including draft findings and conclusions with permit conditions. The departmental Executive Assistant is to distribute the packets to Board members and post agendas, hearing notices and meeting packets to the Town website and other posting locations.
 - c. Attend Planning Board meetings as required. These meetings are generally scheduled for the 2st and 4rd Tuesdays.
 - d. Correspond with Code Enforcement Officer or Planning Board Chair, as needed.

2. Provide policy advice and provide targeted updates of TOWN Ordinance as directed by the Code Enforcement Officer.
3. Other tasks as assigned and agreed to in advance to clarify task scope and authorized billable hours.

Timeframe

This agreement shall remain in effect through June 30, 2024, unless sooner terminated by either party at any time for any reason upon written notice with fourteen (14) calendar days' notice.

Compensation

The Town Manager will authorize compensation by the TOWN for work completed on a time and materials basis. These services will be billed based on the following rates:

- Principal Planner = \$150/hour
- Senior Planner = \$140/hour
- Planner = \$115/hour
- Associate Planner = \$95/hour

Billing associated with this Scope of Work shall be submitted monthly. Invoices will be due upon receipt. Payments are to be reported to the IRS in accordance with applicable regulations (Form 1099-MISC).

Insurance

PLANNER will provide TOWN with proof of liability insurance, naming TOWN (and its officers, officials, employees, agents, insurers, and representatives) as an additional insured under the insurance policy. Notwithstanding the foregoing, nothing shall be construed to waive the TOWN'S statutory immunities, defenses, and limits to liability for any claim brought against PLANNER or the TOWN under the Maine Tort Claims Act.

General

All work products completed or under development are the property of the TOWN and any work in progress under development at the end of this agreement shall be transmitted to the TOWN, in editable format, within three days of the termination date or expiration of this Agreement.

Contractor Status

PLANNER is an independent contractor, and the parties acknowledge that nothing in this Agreement shall confer an employer-employee relationship with TOWN. PLANNER shall be responsive to obtain, maintain and provide unemployment insurance coverage and workers compensation coverage, and shall provide TOWN with proof of such coverage before commencing work.

Governing Law

The parties agree that this Agreement shall be construed, interpreted, and governed by the laws and in the courts of the State of Maine.

Sincerely,

North Star Planning, LLC
Ben Smith, AICP
Principal

TOWN

PLANNER

Town of North Yarmouth, Maine

North Star Planning, LLC

By: _____

By: Ben Smith

Title: _____

Title: Principal Planner

Date: _____

Date: June 6, 2023



Town of North Yarmouth, Maine
Special Town Meeting Minutes
June 13, 2023

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 13th day of June 2023. 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 14, 2022, 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. Elizabeth Chandler (388 Royal Road) nominated from the floor James Knight (331 Gray Road) as Moderator to preside over the Special Town Meeting (election of municipal officers) and the MSAD#51 Referendums. The nomination was seconded by David Hyde (513 Mountfort Road). No other nominations were made. All in favor, none opposed, James Knight was elected and Moderator and sworn into office by the Town Clerk.

ARTICLE 2. To elect by secret ballot: I certify that the result of the vote taken on article 2 of the Special Town Meeting Warrant and Notice of Election in the Town of North Yarmouth, Maine, to elect by secret ballot: A total of 1,181 votes were cast, results of Article 2 are as follows:

- Two (2) seats for Budget Committee for a 3-year term
 - Jeffrey M. Candura – 559 votes
 - John K. Fulton – 584 votes
 - Richard Parenteau – 540 votes
 - Blank – 679 votes
- One (1) seat for Cemetery Commissioner for a 2-year term.
 - Leon Amergian – 933 votes
 - Blank - 248 votes
- One (1) seat for Cemetery Commissioner for a 5-year term.
 - Mark R.H. Heath – 956 votes
 - Blank - 225 votes
- One (1) seat for MSAD#51 Board of Directors for a 3-year term.
 - Timothy W. Valenti – 860 votes
 - Blank - 321 votes

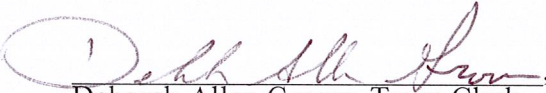


Town of North Yarmouth, Maine
Special Town Meeting Minutes
June 13, 2023

- Two (2) seats for Select Board for a 3-year term.
 - Karl Hasson Cyr – 612 votes
 - Katherine Murray Maloney – 631 votes
 - David Lawrence Reed – 409 votes
 - Paul William Whitmarsh – 562 votes
 - Blank – 148 votes

Meeting was adjourned by the Moderator, James Knight at 8:00pm.

Respectfully submitted.

 June 14, 2023
Deborah Allen Grover, Town Clerk



TOWN CLERK'S RETURN AND CERTIFICATE
AS TO RESULTS OF VOTING

Town of North Yarmouth, Maine

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 - Blank - 321 votes
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 - Karl Hasson Cyr – 612 votes
 - Katherine Murray Maloney – 631 votes
 - David Lawrence Reed – 409 votes
 - Paul William Whitmarsh – 562 votes
 - Blank – 148 votes

Dated: 14 June 2023

Debbie Allen Grover, Town Clerk
Town of North Yarmouth



Living Well in North Yarmouth An Age-Friendly Community

Progress Report 2023

In the Beginning . . .

In late 2016, the committee of town residents, that came to be known as Living Well in North Yarmouth, was organized at the request of the Select Board and the Town Manager.

The original charge, given by the Select Board, was to look at so-called “aging in place” resources for town residents.

After the committee met with AARP and joined their initiative to become an “Age-Friendly Community”, the LWNY group broadened the scope of the original charge to embrace all people in town. This change was also supported by town leaders. Living Well in North Yarmouth recognized that accessible sidewalks benefited people of all ages, for example, that living well in a community has no age requirement or limitations. We used the W.H.O.’s 8 Domains of Livability as our guide (*see addendum one*).

We decided to conduct a survey ([link](#)), which was financially supported by our town government and mailed to all residents. Over 500 residents responded! The survey demonstrated that townspeople loved their North Yarmouth and felt comfortable and safe here. No extraordinary needs were identified and in fact, the survey pointed to the safety net of family, neighbors, friends, and church the community used to help those in need. This durable net has been in place for many years, if not generations (*see addendum two*).

We also invited town officials—town manager, the FireRescue chief, the director of public works and the town clerk—to meet with us. We wanted to learn what they knew about our town and needs that they saw as unmet. Those meetings led to the creation of partnerships. For example, the FireRescue Chief applied for, and was given, an AARP Challenge grant that provided keyless entry systems, called Knox-Boxes, in time of emergency for vulnerable residents. In turn, he and his crew staff a fund-raising concession stand at the annual Kite Festival. The town clerk helped publish our print newsletter. Public Works crew moved many a table for Kite Festival! And Story-Walk would not have happened without Public Works.

In the beginning, in the same spirit of learning, we met with public health and social service officials as well as leaders of faith communities. We reached out and met with other town committees where we hoped project partnerships would evolve. And they did. The Congregational Church sells sweets at the Kite Festival! And the Historical Society brings cider and lemonade. We partnered with the Veterans Association to host wintertime cribbage tournaments.



Tom Hinman, longtime resident, plays cribbage at the wintertime tournament with townspeople of all ages.

As a result of our research and listening in the community, we wrote:

Mission Statement **2018**

The Living Well in North Yarmouth committee will assess community needs, catalog available services, and inventory the town for its assets regarding issues of aging. The committee will work to develop and implement strategies to respond to the needs/desires expressed by the townspeople.

Who We Are

Our committee includes businesspeople, educators, nurses, engineers, mental health professionals, school administrators and communication professionals. We even have a professional musician! This diversity is a major strength and enables us to pursue disparate projects. By encouraging members to engage with “pet” projects, enthusiasm and commitment remain strong. Illness, relocation, and other facts of life have caused some turnover but five of the original eight members remain involved. New members have invited themselves (always a compliment!) or have been personally recruited. There is also a group of volunteers (including the former chair of the Select Board who brought us together originally) available to support annual projects, such as the Ice Cream Social and the Kite Festival.

We call them honorary members.



LWNY members Gay Peterson, Ginny VanDyke and Diane Morrison welcome all to the Ice Cream Social.

Pride in Our Work

Strong municipal support enabled us to achieve much. At our beginning, the Select Board, especially the Chair, and our Town Manager supported us financially and as importantly, spiritually. All agreed on our mission and the strategies we planned to use to fulfill it.

We are organized in 8 Domains (*see addendum one*). Programs and project with partnerships and of, course, outcomes are listed therein.

In the survey, people responded strongly when asked about town communications. They wanted more and better. As a result, we volunteered to help the assistant town manager to produce a bi-monthly printed, mailed newsletter ([link](#)). Production of this newsletter continued until spring, 2022. It was assigned to a paid staff member at that time.

Ice Cream Social

We also sponsored, beginning in 2017, an Ice Cream Social on the evening before Town Meeting in April. We partnered with a local ice cream shop, invited musicians (The North Yarmouth Troubadours) and Jack the Juggler. At the end of a long winter, people were happy to reunite. This popular event was interrupted by the pandemic but resumed in 2022.



1st Greeter

1st Greeter ([link](#)) was inspired by a member of our committee who was rather new to town. He had experienced a “Welcome Wagon” program in another town and wondered if North Yarmouth could do something to welcome new residents. He called it 1st Greeter and it was a lovely idea.

This was organized and managed by one of us and we have greeted over 200 new families to town. Trained volunteers reach out to newcomers and ask to meet them and their families. They are offered a “bling bag” which is filled with information (When is my trash picked up?) about the town, maps of our parks and a few small gifts. A sweet treat often arrives, as well.

Most people welcome this but, if they are uncomfortable, volunteers offer to leave the bag outside and/or meet up by phone or video chat. This was the preferred delivery method during the pandemic.

1st Greeter continues to be a popular program of Living Well in North Yarmouth in 2023.

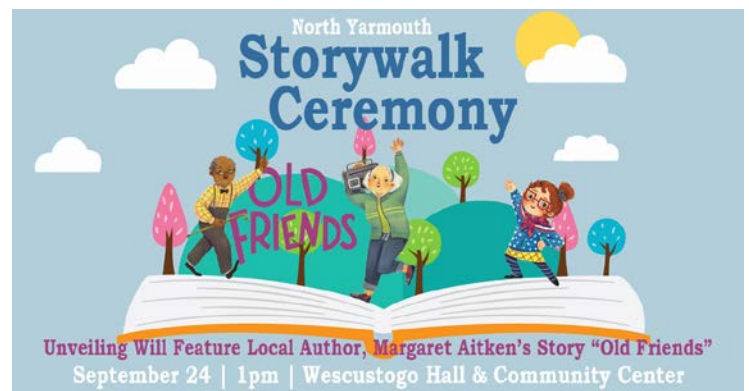
Kite Festival

Early in our existence, because townspeople had asked for more social opportunities, we produced the 1st Kite Festival, and it was a huge hit. We had music, kite-making, face-painting by local resident, Gail Strattard, Jack the Juggler, bubbles, kite flying and food, course. The Nor'east Kite Club brought big kites and wowed the crowd. The pandemic caused us to miss two years, but in 2022, the Kite Fest returned!



StoryWalk

In 2021, a town resident reached out to us concerning the creation of a StoryWalk ([link](#)). This is a popular attraction in many New England towns. An easy-to-walk trail is chosen, and story boards are installed at regular intervals. Books for children aged 3-7 are laminated and installed, page by page on the boards. Parents and children take an easy hike through the woods, enjoying both nature and literature. We were delighted with her idea and, led by two members with interested grandchildren, Story Walk in North Yarmouth was opened to the public in September 2022. There has been a bit of organizational confusion, but the committee and the town are sorting through it. Although designed for some of our younger residents, Story-Walk also enables people of all ages to interact with nature, exercise and socialize with friends.



Our first story features local author Margaret Aitken's story, *Old Friends*. Margaret opened StoryWalk with her sons on September 24, 2022.

Kite in Sight? Please Slow Down

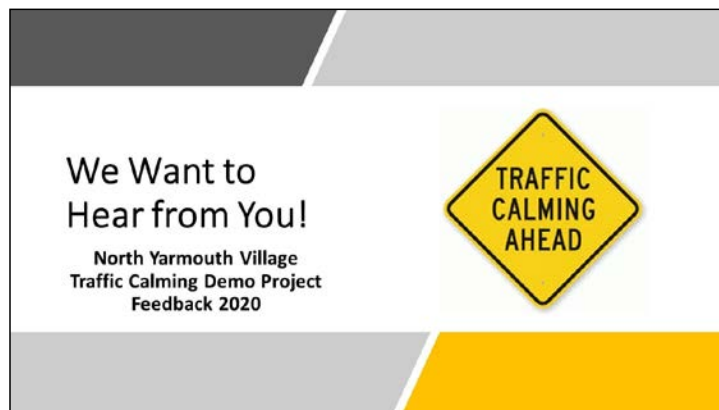
On a more serious note, because of excessive speed in our town and the many complaints about it, we partnered with the town planner and the Economic Development and Sustainability Committee to create a temporary test program designed to slow traffic down. The Bicycle Coalition of Maine partnered with us. The Maine Department of Transportation helped with this project, as well. Because the Kite Festival was so popular, we decided to use its brand to politely ask drivers to SLOW DOWN. The banner was installed in the Village Center and kites were hung all over town!



Steve Palmer, Chair of Living Well in North Yarmouth



Temporary traffic calming measures were installed. The program had a great response and when a town forum was held to discuss permanent traffic calming strategies, nearly 70 residents showed to express their support. The outcome was financial support. For the last three budget cycles, the town has voted to support permanent traffic calming installations and equipment. New crosswalks have been installed, as well as traffic signals. According to public safety officials, traffic has, indeed, slowed down, when measured by our radar speed monitors. The first project was in the Village Center and has now expanded to other sections of town. In 2023, more street improvements will be installed.



On-Going Programs

We continue to serve as resources in the community and are available when needed. For example, we made wellness calls and food/medicine deliveries at the beginning of the pandemic. Local officials know to call upon us for such support. We collaborate with other committees, such as the Parks Committee, on projects of mutual interest. In 2021, we conducted another well-received survey concerning recreational opportunities ([link](#)). The responses will help guide town officials going forward.

Our 9-person group is quite diverse, yet, we have a synergy that allows us to work well together. Our diversity allows us to explore interests that we might not always explore—for example, two of us have been working for the past three years to install a handicapped-accessible boat ramp to the Royal River in collaboration with the Royal River Conservation Trust. We were awarded a generous grant by the RRCT in support of this project. The Maine Department of Environmental Protection has been involved, of course. One of us is also working with the Casco Bay Trail Alliance. Collaborations with other groups enriches our work, we think.



Public Works Director, Clark Baston and Steve Palmer, Chair of LWNY, check out the radar speed monitor.

What's Next?

Events of the last year have clearly indicated a shift in government philosophy with the hiring of a new town manager in late winter, 2022. A new community center director and assistant director were hired last summer, 2022. At our local library, a community librarian was appointed. Additionally, the Cumberland-North Yarmouth Recreation Program has always been very active.

These paid staff people have assumed responsibilities that have overlapped with projects and programs that we and other volunteer committees have done in the past. In August 2022, the newsletter that we helped produce was assigned to the community center director, for example. Liability issues affected the installation of StoryWalk and the production of the Kite Festival. These issues also affected morale on our committee. We requested, through our liaison to the Select Board, a review of our charge. There has been no response, to date.

In 2016, when we started, most Age-Friendly initiatives were volunteer-driven with committees holding bake sales and other fund-raisers to finance programming. Fast forward to 2023 and the Maine Age-Friendly/Lifelong Communities landscape has changed considerably. It is now populated with many towns using paid staff to fulfill goals and implement programs. This is a remarkable accomplishment – volunteer committees

have demonstrated community needs and some ways to address them. Towns and cities have responded by hiring people to do just that.

At this point in the lifespan of Living Well in North Yarmouth, we are somewhat dormant, waiting for the Select Board to advise a direction.



Steve Palmer and Al Ahlers, founding LWNJ members, work to improve Baston Park.



L-R, Lori Parham, AARP, Steve Palmer, Living Well in North Yarmouth, Governor Janet Mills, FireRescue Chief Greg Payson and Town Manager Rosemary Roy celebrate Maine entering the Statewide Network of Lifelong Communities with a ceremony at the new Westcustogo Hall and North Yarmouth Community Center

Make It Happen!

In small towns and cities alike, volunteers are the people who perform vital and important work to make our society a better place for all to live and thrive.

In North Yarmouth, volunteers were or are involved with:

- Writing the Comprehensive Plan that sets the town's path for the next decade.
- Researching and developing a plan to establish TIF districts that will provide a means toward economic development and save taxpayers money.
- Reviewing and approving all housing and business building proposals before they are permitted.
- Developing the town budget of \$2.7M.
- Researching and drafting new zoning ordinances and land use regulations.
- Working to improve the connectivity of town trails and maintaining town parks.
- Planning for the town's annual celebration Fun Day in September.
- Providing transportation for folks in town.
- Sponsoring suppers and other events for the benefit of the FireRescue Department.
- Planning for the annual Kite Festival in October.
- Planning for the annual Tree Lighting in December.
- Putting up, maintaining, and taking down US flags along main town roadways.
- Producing the bi-monthly town newsletter.
- Welcoming new residents to town with the 1st Greeter program.

Some of these activities ask for a commitment to monthly meetings. Some ask for a commitment of one day or part of a day. These activities create the fabric of life in North Yarmouth.

And volunteers made them happen!



Cribbage — a serious business for all!



Living Well in North Yarmouth An Age-Friendly Community

Our Members

Al Ahlers • Ann Dillon • Peg Leonard • Peter Lindsay
Diane Morrison • Donna Palmer • Steve Palmer
Gay Peterson • Ginny VanDyke

Addendum One

Programs and Projects by Domain

Outdoor Spaces and Buildings

Action(s) completed	Partners	Outcome
Produced Kite Festival	FireRescue Company NY Historical Society NY Congregational Church	Annual event
Produced Winter Snow Day	Parks Committee	One time
Conducted 2021 Recreation Survey	Municipality	One time
Kite in Sight Traffic Calming Initiative	Municipality Town Planner Economic Development Committee Bicycle Coalition of Maine	Permanent safety measures
Installed StoryWalk	Municipality Business support	One time
Create an accessible boat launch	Royal River Conservation Trust Maine DEP Municipality	Ongoing

Communication and Information

Action(s) completed	Partners	Outcome
Published a printed, mailed newsletter	Municipality	Taken over by municipality
Hosted informational meetings	Municipality	As needed
Created (and used) social media platforms	Municipality	As needed
Produced electronic Resource Guide	Communications Committee Municipality	Scheduled updates
Created page on town website	Municipality	Taken over by municipality

Social Participation

Action(s) completed	Partners	Outcome
Produced Ice Cream Social	Volunteers Business support	Annual event
Produced Kite Festival	FireRescue Company NY Historical Society NY Congregational Church	Annual event
Sponsored winter cribbage tourney	Veterans Association	Victim of Covid
Sponsored ping pong		Victim of Covid
Sponsored Fun Day activities	NY Events Committee	Victim of Covid
Sponsored pickleball	NY Community Center	Taken over by municipality
Won AARP Challenge Grant for KnoxBoxes	FireRescue Chief	One time
Managed Fitness Center		Discontinued

Housing

Action(s) completed	Partners	Outcome
Support ADU policy		Wrote two letters

Respect and Social Inclusion

Action(s) completed	Partners	Outcome
Organized 1st Greeter program	Municipality	Ongoing

Civic Participation and Employment

Action(s) completed	Partners	Outcome
Recruited 127 new volunteers		One time
Managed volunteer list		Taken over by municipality
Supported daytime informational meetings		Discontinued

Transportation

Action(s) completed	Partners	Outcome
Organized volunteer transportation program		Ongoing, as needed

Community Support and Health Services

Action(s) completed	Partners	Outcome
Managed Fitness Center		Discontinued
Sponsored ping pong		Victim of Covid
Sponsored pickleball	NY Community Center	Taken over by municipality
Conducted wellness checks during Covid	FireRescue Chief	Discontinued
Delivered food and medicine during Covid	FireRescue Chief	Discontinued
Won AARP Challenge Grant for KnoxBoxes	FireRescue Chief	One time
Distributed winter care bags	Mormon Church	One time

Addendum Two

2017 Resident Survey Results

North Yarmouth

Who We Are Today and Into the Future

When the Living Well in North Yarmouth committee was organized in late 2016, members immediately set to work designing a survey which would allow them insight into how residents of all ages viewed their lives in their town. This is the report of the responses.

When the results began to arrive, we were a bit surprised by the homogeneity found in the responses. This transcended age and gender. People are content with their lives here. 91% said that they feel respected and included. This, too, transcended age or gender.

“We love North Yarmouth” was a comment added to many of the surveys.

North Yarmouth has a stable population (65.6% have lived in town longer than 12 years) who value both the town itself and the rural lifestyle it affords them. Of the 502 responses received, economic security was a major theme: 96% own their home and 88.4% say it’s ideal for them now.

Only 3% indicated any problem with heating their homes and these were due, in large part, to home maintenance issues. 98.5% have a car and require no help with transportation (this is nearly identical to the number who intend to drive until they are unable to do so).

Food security appears to be non-issue, as only 4 respondents said that they used the food pantry. None reported that they did not have enough food. This may also correlate to the 89% who report that they need no services at this time.

The survey also illustrated the social inclusion residents of North Yarmouth experience. 36.5% are involved (or would be) in town life. In comments, other people said that they would like to be involved were it not for career and family obligations.

This being said, 81% are as social as they want to be and some who answered that they were not as social as they wanted, took responsibility saying that they had not reached out, or tried to be more social. The 56.5% who volunteer is another indicator of social inclusion and feelings of connectivity.

Over 33% said that they volunteered through a faith-based community. This may point to the informal social network that provides care to those who need it through the faith-based communities. When 52.5% said that they helped “informally,” we thought this might indicate old-fashioned neighborliness or family support (the number of family helping family was quite high – over 77% said that they would spend time with “family and friends” as they look forward. We inferred that this could also mean helping relatives when needed.

The town government communicates with its citizens quite well, as over 89% said that it was easy or fairly easy to learn of town events. Over 50% utilized the town website (contradicting the myth that seniors are not tech-savvy). As a counter-balance, nearly 55% read newspaper and use that media to learn of town news. In the early on-line survey response, 36% of those over age 61 used this option.

We asked about utilization of town parks and recreation areas – 73% said that they used these amenities. On the other side of this, 45% complained of poor (or non-existent) sidewalks. This was a prevailing theme of the proffered comments. Thus, it is not surprising when nearly 73% said that they took walks in town and over 42% said that they exercised and/or took part in sport activities. Bike paths were also mentioned.

The ancient theme: taxes are too high and forcing people out of their homes was found, in one form or another, in 42 comments. Excessive school spending was usually cited as the cause. It was revealing that only one respondent complained of excessive municipal spending, indicating that residents are content with town budgets.

As we expected, the open-ended comment section of the survey provided residents the opportunity to tell us what they thought we should know and so they did.

Options to downsize are limited, as is affordable or subsidized housing.

A community center at the old school site is needed and wanted – including a skate park – a community place to gather

Some respondents were critical of the current town offices.

Some spoke of the inability of the town to move forward on the Wescustogo project.

Property tax assistance for seniors was mentioned by many people (coincidentally, this was put in place in 2017).

More social activities for all – co-mingling the age groups – is desired.

Could we have?

- 12 month installment property tax payment plan (this is already in place)
- Self-improvement classes at the closed school
- Movies there, too
- And a playground
- Sidewalks on Route 9
- More business in the village center
- Respite care
- Town bulletin board at the site of old Wescustogo Hall
- Free trash bags for seniors
- A town-sponsored program to match volunteers to the people who need them
- Curbside pickup for large items and brush
- Small food market

SUMMARY

We want to thank all who took the time to help us learn about our town. It has provided us with fascinating insights and renewed affection for our neighbors. The survey yielded unexpected information and insights into the heart of our town.

Of the 1400 paper surveys mailed to residents, 425 were returned (28%). The remainder, 85, were completed online. A total of 510 residents responded.

This, by any standard, is an extraordinary rate of return. Many respondents took the time to thank us “for asking,” for “being concerned for my welfare.” It may well be that the survey itself was perceived as another reason to feel safe and happy here.

North Yarmouth people of all ages are quite independent, as demonstrated by the exceptionally high rates of home and vehicle ownership, the apparent economic security these represent, and the expressed contentment with their lives – conclusions drawn from several questions relating to these issues. To move to this community – with no public transportation, no supermarket, no bank – essentially, nothing to allow residents an unencumbered lifestyle, speaks to this independence. They can afford to live here and pay for the means to get them to an appointment in Brunswick or Portland.

Does this mean that there are no persons needing help in this community? Of course not. However, it appears that neighbors and near-by family are helping these people informally. The North Yarmouth Fire Rescue service, as well as the Code Enforcement Officer, are also watching over our residents. So are the faith-based communities and the schools. These informal care-giving/care-providing arrangements are time-honored in civilized societies.

Does this mean that the community has any work to do to ensure that no one is misplaced in the busy-ness of life? If the basic services are in place, what could/should the town do to enhance quality of life for all? Should our taxes provide added curbside pickup (large items, brush), added sidewalks, and free trash bags for seniors?

These are questions for us to address now – and to routinely discuss in the years forward.

For now, the survey certainly indicated that people would like to see more social activities locally, as well as appropriate small-scale housing to enable those who love North Yarmouth to stay here if or when it is time to downsize.

42 respondents reported the desire/need for senior property tax assistance. The creation of a community center was noted by respondents of all ages, while many asked for a conclusion to the drawn-out issue of rebuilding Wescustogo Hall. Younger residents, saying that the “elders” resisted change and new ideas, expressed this sentiment. These younger residents are in the town but not of the town and thus, are uninvolved.

Can this be changed?