

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, June 21, 2022
Regular Business Meeting
7:00 PM**

Wescustogo Hall & North Yarmouth Community Center

Select Board Members

Brian Sites, Chairperson

James Moulton, Vice-Chairperson

David Reed, Board Member

Paul Hodgetts, Board Member

I. Call to Order

- Pledge of Allegiance

The format and structure for Select Board meetings are authorized and governed by our Town Charter and the Select Board Bylaws with overarching guidance from Maine Statutes. Select Board members are not collectively or individually allowed to speak about personnel matters and may only address personnel matters in an executive session per State Statute Title 1 § 401

II. Appointments

III. Special Presentations

IV. Announcements

V. Consent Agenda (pgs. 2-42)

Items under "Consent Agenda" are routine items that require Board action but typically do not contain much discussion. The consent agenda does not call for any discussion, but any Select Board member may request a particular item to be removed by a vote of the Select Board to be discussed further under "Old Business".

- Payroll Accounts Payable Warrants
- Municipal Accounts Payable Warrants
- May 3, 2022 Business Meeting Minutes
- June 7, 2022 Business Meeting Minutes
- June 13, 2022 Special Business Meeting Minutes
- Certification of Election Results – Special Town Meeting Minutes & Return
- Acceptance of Donations
- Authorize Town Manager to Enter into Agreements

VI. Public Comment - Non-Agenda Items

Comments regarding non-agenda issues, concerns, commendations, or matters of general public information are welcome. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so respectfully and constructively. Topics relating to personnel matters cannot be acknowledged.

Each individual must be recognized by the Chair and will have up to three (3) minutes to speak. The Chair may recognize members of the public at their discretion and will prioritize individuals who have not spoken more than once.

VII. Management Reports & Communications

- Town Manager's Report
 - Audit Update

VIII. Old Business

None.

IX. New Business (pgs. 43-63)

- Sharps Field "Declaration of Restrictive Covenant"
- County Tax Transition Assessment
- Pine Tree Waste (Casella) Contract 4 Month Extension
- Proposed LUO Amendments
- MSAD#51 Board Meeting-6/22/2022, GCA, 6:30pm

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

V. Consent Agenda

June 21, 2022

Consent Agenda items are considered routine and will be considered for adoption by one (1) motion with no separate discussion unless a Select Board member requests an item to be removed.

- Payroll Accounts Payable Warrants
- Municipal Accounts Payable Warrants
- May 3, 2022, Business Meeting Minutes (Amended)
- June 7, 2022, Business Meeting Minutes
- June 13, 2022, Special Business Meeting Minutes
- Certification of Election Results – Special Town Meeting Minutes & Return
- Acceptance of Donations
- Authorize Town Manager to Enter into Agreements

Town Manager's Comments:

Find attached all the contracts up for renewal in FY23. To sign the contracts, approval by the Select Board is needed.

APPROVE CONSENT AGENDA, AS PRESENTED

Move that the Select Board approve the Consent Agenda, as presented. Second, discussion and vote follow.

OR

FURTHER DISCUSSION

Move to remove _____ from the "Consent Agenda" for further discussion under "Any Other Business". Second, discussion and vote follow.

NOTE: WHEN A SELECT BOARD MEMBER WISHES TO TAKE AN ITEM OUT OF ORDER, THE BOARD MEMBER MAY MAKE A MOTION TO DO SO, AS LISTED UNDER "FURTHER DISCUSSION".

Example

- 1) "I move to remove the April 19, 2022, Business Meeting Minutes from the Consent Agenda for further discussion under 'Any Other Business'". *Second, discussion and vote.*
- 2) *At this point, there is a vote on the motion (if there is a second). A vote to approve the Consent Agenda, **as amended**, is then required without any further discussion. (see below)*
- 3) "I move to approve the 'Consent Agenda', as amended". *Second, discussion and vote.*

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, May 3, 2022
Wescustogo Hall & North Yarmouth Community Center**

Call to Order (7:45) – Brian Sites, James Moulton, David Reed, and Paul Hodgetts were present. The Town Manager, Diane Barnes, was also present. Chairperson Sites called the meeting to order at 7:00 PM.

Proclamations (8:29) – Chairperson Sites moved that the Select Board recognize May 1st, 2022, through May 7th, 2022, as Public Service Recognition Week. Selectperson Hodgetts seconded. Discussion: none. **Vote: 4 Yes – 0 No.**

Public Hearing(s) (11:36):

Opening the Public Hearing

Chairperson Sites moved to open the public hearing. Selectperson Reed seconded the motion. **Vote: 4 Yes – 0 No.**

Public Recognition

Mike Mallory, Walnut Hill Road, commented on the following sections of the bylaws:

Section 1: Mike Mallory made an inquiry on the language of this section and its purpose. Selectperson Moulton clarified the process with Mike Mallory.

Section 2: Section 2, § A: Mike Mallory commented on the terms of the Select Board Chair in the bylaws. Section 2, § C: Mike Mallory inquired on the Board's Chair's authority. Section 2, § D: Mike Mallory suggested that there be more references to statute or other law that support the Select Board's authority. Section 2, § F: Mike Mallory commented on the section's need for clarity on the vote.

Section 3, § D: Mike Mallory commented on the presented new requirements for posting the agenda. Chairperson Sites suggested to amend the language to clarify that notices will be posted to all the "Town communication channels".

Section 3, § B: Selectperson Moulton commented with his disagreements with requiring an agenda being posted seven (7) days in advance. Chairperson Sites clarified that the agendas do have indications when they are changed.

Section 3, § E: Mike Mallory commented on the Chair's ability to call a meeting.

Section 5, § B: Mike Mallory suggested for clarification on if the Board allows consensus voting with references both in Section 5 and Section 2.

Section 9: Mike Mallory commented that the powers and authorities given under Charter should not also be addressed in the Select Board Bylaws. Chairperson Sites responded that he disagreed based on the language's purpose to clarify the actors of the government and their responsibilities.

Paul Whitmarsh commented that the Select Board should require more than state statute regarding meeting minutes and the official record of the meeting. Mr. Whitmarsh suggested that "personal remarks" be removed from Section 10, § A(1).

Kate Perrin, New Gloucester Road, asked if the Town Attorney would address the changes. She also commented that the Select Board Bylaws are different from other towns.

Judy Potter, Walnut Hill Road, commented on the public being able to speak outside of public comment and during agenda items. Judy Potter asked if amendments to the Select Board Bylaws required a public hearing.

Closing the Public Hearing

Selectperson Reed moved to close the public hearing. Selectperson Hodgetts seconded the motion. Discussion: Selectperson Moulton asked what would happen next. Chairperson Sites responded that the item will be

addressed under “New Business”. Selectperson Moulton inquired if an attorney has reviewed the document. Selectperson Reed requested a legal review of the document. **Vote: 4 Yes – 0 No.**

Appointment(s) (55:29):

Events Committee – Chairperson Sites moved that the Select Board appoint Elizabeth Jacobson to the Events Committee for a term to expire on June 30, 2022. Selectperson Reed seconded the motion. Discussion: Selectperson Reed noted that this item should have been addressed weeks ago. Selectperson Reed asked if the Select Board could include agenda items during the meeting for appointments. The Town Manager responded in the negative due to the constraints of being able to follow the process previously determined by the Board. **Vote: 4 Yes – 0 No.**

Consent Agenda (58:28) – Selectperson Hodgetts moved to approve the Consent Agenda, as presented. Selectperson Reed seconded the motion. Discussion: Selectperson Reed clarified that the Select Board would not discuss items under consent agenda. Motion failed.

Selectperson Hodgetts moved to remove the April 19, 2022, Business Meeting Minutes from the Consent Agenda. Chairperson Sites seconded the motion. Discussion: Selectperson Hodgetts requested that the names listed on page 27 and 29 be reviewed and corrected with the resident’s full names. **Vote: 4 Yes – 0 No.**

Public Comment - Non-Agenda Items (1:02:41):

Paul Whitmarsh, Wild Turkey Lane, commented on the Economic Development & Sustainability Committee’s recent charges provided by the Select Board.

Christina Smith, Baston Road, discussed the issues with the Town’s development and its effect on local wildlife, specifically white-tailed deer. The resident suggested a fund be created to address the issue in the future. Selectperson Moulton suggested that the resident speak with the Warden Service. The resident discussed with the Board potential solutions to address the issue.

Maggie Cornell, Walnut Hill Road, commented on the speed sign located near Walnut Hill Road. The resident suggested that the Town implement slow down measures, mentioning the bollards placed on the road last year, in conjunction with the speed sign. The Town Manager responded that she and the Road Commissioner were speaking with MDOT to potentially reduce the speed coming into Town.

Eliza Bachelder, Walnut Hill Road, stated that she agreed with the implementation of the bollards on the highway and commented on further driver education.

Amy Hale, North Road, stated that there was concern for her and her husband when the bollards were installed last year as bikers were forced into the lane with vehicle traffic.

Rachel Whitmarsh, Wild Turkey Lane, stated that safety measures should be considered outside the Village Center.

Management Reports & Communications:

Town Manager’s Report (1:19:44) – The Town Manager reported that the Town Office was preparing to send letters to a list of truckers who have been identified as driving through Town as part of LWNYS initiative to thank the drivers for their safe driving. The Town Manager reported the route of the “Trek Across Maine” event coming through North Yarmouth on June 19th – coming through Portland Road, Long Hill Road, Haskell Road, and Route 115. The Town Manager reported that the Town’s banking institution, Norway Savings Bank, will be waiving the fees on the Town’s accounts so that interest can be collected from the account.

Old Business:

Select Board Bylaws (1:21:09):

Section 1: No proposed changes.

Section 2 § (A): No proposed changes.

Section 2 § (F): Chairperson Sites recommended striking Section 2 § (F), "By affirmative vote of not less than four (4) members, the Select Board may vote to remove a Chair prior to the expiration of their term and thereafter by affirmative vote of no less than three (3) members, elect a replacement."

Section 2 § (G): The Town Manager suggested a tape recorder be available. Selectperson Reed suggested that the language be amended to require that the minutes be made available with the video record.

Section 2 § (J): Selectperson Reed requested requiring the Select Board to provide a majority vote to have the Board provide instruction to the Town Manager. Chairperson Sites stated that the section's proposed language as requiring a majority vote.

Section 3 § (B): Chairperson Sites stated that the Board would be striking the proposed "EXCEPTION" listed in this section. Selectperson Reed stated that the Board should include language that the agenda should be identified as being changed after it's been posted. The Town Manager advised the Board that she was not sure if agendas could be posted seven (7) days prior to the meeting. Selectperson Reed responded that items should be addressed at the meeting. Chairperson Sites responded that the agenda should be posted no later than five (5) days prior to the meeting.

Section 3 § (D): Selectperson Reed stated that public hearings should have notice at least seven (7) days before the meeting with the understanding that the notice would be placed on the Town's communication platforms.

Section 3 § (G): none.

Section 4 § (A): The Select Board agreed to allow four (4) minutes instead of three (3) for public comment. Selectperson Reed stated that the Board should allow public comment throughout the agenda. Selectperson Reed stated that Board should move section 4 (A) to a newly created section 3 (K).

Section 5 § (E): The Board agreed to strike this section.

Section 6-8: No comments.

Section 9: No comments.

Section 10: From the additions presented at the last meeting, the Select Board agreed to strike any language regarding arguing, debating, or personal remarks that are allowed at meetings.

Section 11: Selectperson Reed requested that an invalidity clause be added.

Selectperson Reed moved to present the changes to the Town Manager for entry into the draft "Select Board Bylaws" and to request that a full legal review be conducted on the proposed changes. Chairperson Sites seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Public Recognition

Chairperson Sites recognized Mike Mallory, Walnut Hill Road, who made a comment. The Town Manager commented on late agenda items. Chairperson Sites recognized Judy Potter, Walnut Hill Road, commented on materials being posted to the website.

Chairperson Sites recognized Elizabeth Jacobson. The Town Manager addressed Elizabeth Jacobson's questions. Chairperson Sites recognized Paul Whitmarsh who made a clarifying statement.

New Business:

Senior Policy (1:44:57) – Chairperson Sites stated that the Board would be looking into policy decisions that concern senior citizens.

Public Recognition

Paul Whitmarsh, Wild Turkey Lane, stated that he had some adjustments to the Town's "Property Tax Assistance Ordinance".

Fee Schedule – Call Public Hearing (1:47:39) – Selectperson Reed moved to set a public hearing on May 17, 2022, for the proposed changes to the Fee Schedule. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Any Other Business (1:48:51) – Selectperson Hodgetts inquired if the Town's contracted individual working on the removal of beaver dams had to have insurance to work for the Town. The Town Manager responded in the affirmative. Selectperson Reed read a pledge from the "Mayor's Monarch Pledge" and inquired if the Select

Board would be interested in being involved. Selectperson Reed requested that the Board invite the individual who sent the email regarding the pledge to him at a future meeting.

Adjournment (1:53:00) – Selectperson Reed moved to adjourn at 8:48 PM. Selectperson Hodgetts seconded the motion.

Prepared By: Draven Walker
Executive Assistant/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

David Reed

Paul Hodgetts

DRAFT

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, June 7, 2022
Wescustogo Hall & North Yarmouth Community Center**

Call to Order (5:25) – James Moulton, David Reed, and Paul Hodgetts were present. Brian Sites gave notice of his absence to the Town Manager for the regular meeting, however, would be in attendance for the executive session via remote methods. The meeting and executive session were in-person with Chairperson Sites being the only remote Select Board participant. The Town Manager was also present. Vice-Chairperson Moulton called the meeting to order at 5:00 PM.

Executive Session (5:59) – Vice-Chairperson Moulton moved that the Select Board, Town Manager, and Mark Bower, enter executive session pursuant to Title 1 M.R.S. § 405(6)(E) and to allow Chairperson Sites to enter executive session via remote methods as allowed by the Select Board Remote Participation Policy. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.**

Vice-Chairperson Moulton moved to close the executive session and enter back into regular session at 6:45 PM. Selectperson Reed seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.**

Public Hearing(s) (2:08:35)

Trudy Bird LLC – On Premises Liquor License – Selectperson Reed moved to open the public hearing. Selectperson Hodgetts seconded the motion.

Public Participation

Steve Palmer, Mountfort Road, commented on his support for the brewery. Judy Potter, Walnut Hill Road, asked if the applicants were at the meeting.

Board Inquiry

Selectperson Reed commented that he did not see any reason not to approve the license.

Closing the Public Hearing

Vice-Chairperson Moulton moved to close the public hearing. Selectperson Hodgetts seconded the motion. Discussion: Selectperson Reed commented that the public should have more time to speak. The Select Board did not vote on the motion and second.

Vice-Chairperson Moulton again moved to close the public hearing. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.**

Selectperson Moulton motioned to move to the liquor license approval on the agenda. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.**

Announcements (2:13:21) – The Town Manager introduced Matt Jacobson, Summit Natural Gas. Matt Jacobson announced that Summit Natural Gas has started the gas installation at Grover's development on Walnut Hill Road with further work towards Route 9 and Greely Road taking place for most of the summer. Matt Jacobson believes that customers will be connected by August. Matt Jacobson described the events that took place on the planning and execution of the rate increases with the Public Utilities Commission (PUC). Matt Jacobson described the current rates published by oil and gas companies that are higher than the rates for natural gas. Paul Whitmarsh, Wild Turkey Lane, asked the Board if they were coordinating with Summit Natural Gas on the sidewalks. Matt Jacobson and the Town Manager described the Town's current relationship with Summit Natural Gas and confirmed that the two groups are communicating on this project.

Consent Agenda (2:21:46) – Selectperson Hodgetts moved to remove the May 3, 2022, business meetings minutes for further discussion under "Any Other Business". Selectperson Reed seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.** Vice-Chairperson Moulton moved to approve the consent agenda, as presented,

minus the May 3, 2022, business meeting minutes. Selectperson Reed seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.**

Public Comment - Non-Agenda Items (2:22:51) – Judy Potter, Walnut Hill Road, asked if the accounts payable was published. The Town Manager and Executive Assistant explained that the Accounts Payable warrants were posted on the website separate from the Select Board’s meeting materials. Steve Palmer, Mountfort Road, inquired if the “Consent Agenda” was completed. Steve Palmer asked if the Town Manager would be able to provide an update on the Community Center Director position. The Town Manager responded that the position is still under review. Judy Potter inquired why the accounts payable warrants were not posted on the Town’s website. The Executive Assistant responded that the warrants would be posted the next day.

Management Reports & Communications (2:27:55)

Town Manager’s Report – The Town Manager reported that the office would be closed on Tuesday, June 14th due to the election. The Town Manager also reported that taxes are due June 15th and that Chief Payson will be awarded at the 2022 EMS Merit Awards. The Town Manager thanked the Living Well in North Yarmouth Committee for their assistance in keeping the Wescustogo Hall & North Yarmouth Community Center. Lastly, the Town Manager informed the Select Board should expect a report on the audit at the June 21st business meeting as she and the auditor have recognized issues pertaining to the Fiscal Year 2021 & 2022 Tax Commitments that will need to be addressed.

Old Business:

Trudy Bird, LLC – On-Premises Liquor License Approval (2:11:36) – Selectperson Reed moved to approve the liquor license. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.**

New Business:

Financial Policy Amendment (2:29:43) – The Town Manager opened the discussion by presenting the change proposed in the policy to allow over-the-phone transactions. Furthermore, the Town Manager requested that the policy be amended to remove the requirement that cash be deposited at the bank every fourth (4th) day of the week. Selectperson Reed moved to approve the amendments to the Financial Policy as presented. Selectperson Hodgetts seconded the motion. Discussion: Selectperson Reed suggested that the Board discuss appointing a financing committee. The Town Manager responded that she does not believe the action is necessary but was open to the item if the Board so wished to move forward. **Vote: 3 Yes – 0 No.**

Living Well Story Walk (2:33:22) – Diane Morrison, Living Well in North Yarmouth Committee member, requested that the Select Board approve the committee creating a story walk at the Wescustogo Hall & North Yarmouth Community Center. Diane Morrison explained that the trail would be .4 miles and start at the ridge of the Wescustogo Hall & North Yarmouth Community grounds. Diane Morrison explained how the trail would be laid out. Diane Morrison stated that the first year would be help from volunteers who were insured by the Town.

Selectperson Reed moved to allow the Living Well in North Yarmouth Committee to move forward with the presented plan. Vice-Chairperson Moulton seconded the motion. Discussion: Selectperson Hodgetts inquired about how the trail would be laid out. Diane Morrison responded with comments that the paperwork provided addressed his questions. Bob Abbott, Parks and Recreation Committee member, explained that one (1) tree may need to be removed with debris being removed on the trail. Selectperson Hodgetts inquired about phase II of the project. Diane Morrison explained that the trail would be provided the necessity to allow more accessibility to ADA needs. Selectperson Reed asked about the material that would be laid down on the trail. Diane Morrison responded that they may consider stone-dust. Selectperson Hodgetts suggested that the Board review the trail. Diane Morrison emphasized that the first year was to clear the path and the second was to make the trail more assessable. Selectperson Hodgetts inquired if the residents would be able to see the H-signs from the road that would display the story books. The Select Board and Diane Morrison further discussed the layout of the pages on the trail. Judy Potter inquired if the H-signs could be higher for the adults to read the book. Ginny Van Dyke, Delwin Drive, shared her support for the project. Ginny Van Dyke informed the Board that the trail was marked and encouraged them to walk the proposed trail. Eliza Bachelder shared her support for the project. Paul Whitmarsh, Wild Turkey Lane, inquired if the Living Well in North Yarmouth Committee would be presenting a future plan to the Select Board. Diane Morrison explained the committee’s plans to move forward with funding

requests from grants as the project comes to fruition. Andrea Berry, Memorial Highway, shared her support for the project and encouraged the committee to create a survey. Steve Palmer, Mountfort Road, explained that the Town should utilize the services of the Prince Memorial Library to receive more value from the Town's contractual relationship with the Town of Cumberland for shared services. Mike Mallory, Walnut Hill Road, inquired if volunteers outside of the Town's committees could volunteer. The Town Manager responded that she would require that volunteers be insured by the Town or another organization. Selectperson Reed clarified if the committee would be utilizing funds outside of the budget. **Vote: 3 Yes – 0 No.**

Any Other Business (3:01:09) – Selectperson Hodgetts moved to amend the minutes of May 3, 2022. Vice-Chairperson Moulton seconded the motion. Selectperson Reed made a point of order to address the minutes. Selectperson Hodgetts inquired why names were not listed in the minutes under the public hearing. Rich Parenteau, Pine Ridge Road, stated that he noticed that the names were not included as well. Elizabeth Jacobson was said to be one of the names. Selectperson Hodgetts stated that the maiden name for one of the speakers was Carolynn. The Executive Assistant asked if the Board could amend the minutes with the discussed corrections. Selectperson Reed made a motion to that effect. Vice-Chairperson Moulton seconded the motion. Discussion: none. **Vote: 3 Yes – 0 No.** Selectperson Reed made a point of order. The minutes were tabled to the next meeting.

Adjournment (3:06:16) – Selectperson Reed moved to adjourn at 8:06 PM. Selectperson Hodgetts seconded the motion. **Vote: 3 Yes – 0 No.**

Prepared By: Draven Walker
Executive Assistant/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice-Chair

David Reed

Paul Hodgetts

**Town of North Yarmouth
Select Board
Meeting Minutes of Monday, June 13, 2022
Wescustogo Hall & North Yarmouth Community Center**

Call to Order – Brian Sites, James Moulton, David Reed, and Paul Hodgetts were present. The Town Manager was also present. Chairperson Sites called the meeting to order at 8:00 AM.

Executive Session(s) – Chairperson Sites moved to enter executive session with Diane Barnes, Town Manager, pursuant to M.R.S. Title 1 § 405 6(A) to discuss a personnel matter at 8:05 AM. Selectperson Reed seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Selectperson Reed moved to re-enter regular session at 8:19 AM. Chairperson Sites seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

New Business – Chairperson Sites moved to confirm the Town Manager’s appointment of Benjamin Scipione as the Code Enforcement Officer for the Town of North Yarmouth. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Adjournment – Selectperson Reed moved to adjourn at 8:25 AM. Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Prepared By: Diane Barnes
Town Manager/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

David Reed

Paul Hodgetts



Town of North Yarmouth, Maine
Special Town Meeting Minutes and Return
June 14, 2022

Meeting called to order at 7:00am, Tuesday, June 14, 2022, at Wescustogo Hall & North Yarmouth Community Center located at 120 Memorial Highway, North Yarmouth, Maine.

Election/Ballot Clerks: Elizabeth Chandler, John Fulton, Cheryl Goodwin, Margaret Hansel, David Hyde, Rebecca Jackman, Sheryl Jameson, James Knight, Kristen Lindstrom, Stanley Saucier, Rebecca Tiedemann, Gail Turner and Robert Wood.

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 and the MSAD#51 Referendums. 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 1,319 votes were cast, results of Article 2 are as follows:

- Two (2) seats for Budget Committee for a 3-year term
 - Peter H. Godsoe – 497 votes
 - Darla P. Hamlin – 601 votes
 - Andrew B. Walsh – 761
 - 779 blank votes
- One (1) seat for Cemetery Commissioner for a 5-year term.
 - Clark M. Baston – 1147 votes
 - 172 blank votes
- One (1) seat for MSAD#51 Board of Directors for a 1-year term
 - Vanessa M. Bryant – 981 votes
 - 338 blank votes
- One (1) seat for MSAD#51 Board of Directors for a 3-year term.
 - Leanne H. Candura – 630 votes
 - Timothy W. Valenti – 604 votes
 - 85 blank votes
- One (1) seat for Select Board for a 1-year term.
 - Katherine C. Perrin – 686 votes
 - Kevin M. Robinson – 593 votes
 - 40 blank votes
- Two (2) seats for Select Board for a 3-year term.
 - Andrea E. Berry – 636 votes
 - Amy N. Haile – 624 votes
 - James B. Moulton – 248 votes
 - David L. Reed – 409 votes
 - Paul W. Whitmarsh – 493
 - 228 blank votes

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

Respectfully submitted.

 June 16, 2022
Deborah Allen Grover, Town Clerk



Fiscal Year 2022 Grants & Donations

Donations

| Date Received | Amount | Revenue | Purpose |
|---------------|--------------------|-------------------------------|--------------------------|
| 9/23/2021 | \$ 947.00 | WH&CC Special Revenues | Golf Tournament Proceeds |
| 10/25/2021 | \$ 200.00 | Parks and Recreation | Park Signs |
| 10/28/2021 | \$ 200.00 | Parks and Recreation | Park Signs |
| 1/25/2022 | \$ 25.00 | Living Well in North Yarmouth | Coffee Token Donations |
| 3/21/2022 | \$ 525.00 | Living Well in North Yarmouth | Coffee Token Donations |
| 11/29/2021 | \$ 100.00 | Keep North Yarmouth Warm | KNWY Fund |
| 12/16/2021 | \$ 250.00 | Keep North Yarmouth Warm | KNWY Fund |
| 2/1/2022 | \$ 1,000.00 | Keep North Yarmouth Warm | KNWY Fund |
| 2/3/2022 | \$ 250.00 | Keep North Yarmouth Warm | KNWY Fund |
| 3/1/2022 | \$ 200.00 | Keep North Yarmouth Warm | KNWY Fund |
| TOTAL: | \$ 3,697.00 | | |

Grants

| Date Received | Amount | Revenue | Purpose |
|---------------|--------------------|----------------------------|-------------------------|
| 3/10/2022 | \$ 400.00 | Grants Recivable | Invasives Grant |
| 3/10/2022 | \$ 400.00 | Grants Recivable | Invasives Grant |
| 6/2/2022 | \$ 1,600.00 | Living Well North Yarmouth | Recreational Activities |
| TOTAL: | \$ 2,400.00 | | |

Medical Reimbursement Services
P.O. Box 1810, Windham, ME 04062
Phone (207) 892-0020 ~ Fax (207) 893-0583

Medical Reimbursement Services Inc. hereinafter referred to as MRS, of Windham, Maine is the supplier.

Town of North Yarmouth., hereinafter referred to as Client, is a consumer of services provided by MRS.

MRS will process all bills for the Clients related to the services provided by Client's Rescue Department. This includes billing both patients and/or third-party insurers. MRS will use standard bill format for self-pay patients and standard HCFA 1500 forms used by all major insurance carriers. MRS submits claims electronically to Medicare, MaineCare, Railroad Medicare, and all major private insurance companies. MRS will issue up to three bills and a phone call before the third bill, if payment has not been received. Collection of outstanding bills following this procedure will be determined by the Client. The Client will have a personal representative who will handle all billing and collections of the account.

MRS will provide to Client, by email, within 5 days of month's closing, a monthly statement which will include the following:

- Accounts Receivable
- Summary Report
 1. A breakdown of billed charges
 2. A breakdown of payments received
 3. A breakdown of your write off
- Upon request, and within reason, other reports will be provided as desired.

MRS will resolve all telephone calls or written correspondence from patients either by letter or a personal telephone call. MRS will bill and collect for all services without offending any patients, keeping in mind we will be courteous at all times. A local and toll-free telephone line will be available for the patient's use. A post office box will be provided in Windham, Maine for quick and easy access to any payments.

MRS will review all charges at least once yearly; provided, however that billing rates shall be determined in Client's sole discretion. Recommendations for increases or decreases will be forwarded to Client by MRS for review.

MRS will make bank deposit once a week with frequency increasing as payment receipts warrant. Once bank deposits are made, MRS will fax (or scan) copies of Client's bank slips to the Finance Department. Client will have sole custody of the bank account used for deposits. All checks for reimbursement will be made out to **TOWN OF NORTH YARMOUTH.** and will be deposited into Client's designated bank account. MRS will have no negotiating rights to this bank account; MRS will be making deposits only.

MRS will provide all services as listed at the rate of 7% of monies collected by MRS as determined on a monthly basis. MRS shall not charge client any ongoing annual maintenance fees or other fees related to the transaction of payments, such as credit cards. However, Client is responsible to pay to MRS a one-time administration fee of zero dollars (**\$0.00**) due and payable within thirty (30) days of Client's receipt of its first monthly invoice during the initial term of this Agreement, not to include any renewal periods. This fee includes, but is not limited to the following services:

Medical Reimbursement Services
P.O. Box 1810, Windham, ME 04062
Phone (207) 892-0020 ~ Fax (207) 893-0583

- Old accounts (less than 12 months);
- The initial set-up into our computer;
- The gathering of all provider numbers (i.e. Medicare, MaineCare, and Anthem etc.);
- Yearly review of fee schedule and consultations as needed;
- Fair hearing and reviews of denied insurance claims;
- MRS will make all records available to client's accountants if needed.

In order for MRS to bill and collect efficiently, the Client or its agent, will provide all necessary billing information including, but not limited to:

- Name, address, and date of birth of patient;
- Guarantor name and address;
- Signature of the patient or Medicare approved individual;
- The service performed, as evidenced by an ambulance run report; and
- Client will assist MRS in researching any information necessary to finalize payments on any accounts.

MRS shall carry out its obligations under this agreement pursuant to the *Health Insurance Portability and Accountability Act of 1996*, as amended (hereinafter "HIPAA"), to protect the privacy of any individually identifiable health information also known as protected health information (hereinafter "PHI") that is collected, processed or learned as a result of our billing services provided hereunder. The use and disclosure of PHI by MRS shall be exclusively for purposes of collecting payment for health care services provided by Client. In conformity therewith, MRS agrees to:

1. Not use or further disclose PHI except as permitted under this Agreement and permitted by law, or as authorized in writing by the individual, or his/her personal representative, who is the subject of said PHI;
2. Use appropriate safeguards to prevent disclosure of PHI except as permitted by this agreement and by law;
3. To mitigate, to the extent practicable, any harmful effect that is known to MRS of a use or disclosure of PHI by MRS that is in violation of this agreement or law.
4. Report to Client any use or disclosure of PHI not permitted by this agreement or law of which MRS becomes aware;
5. Ensure that any agents or subcontractors to whom MRS provides PHI, or who have access to PHI, in the custody of MRS, agree to the same restrictions and conditions that apply to MRS with respect to use and disclosure such PHI;
6. Make PHI available to the individual or his/her personal representative when requested or to HHS for purposes of compliance investigations or review or enforcement action as required under HIPAA;
7. Incorporate any amendments to PHI when notified to do so by Client;

Medical Reimbursement Services
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8. Provide an accounting of all uses or disclosures of PHI made by MRS as required under HIPAA within 60 days;
 9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purpose of determining MRS and Client's compliance with HIPAA;
 10. Supply notice of its privacy practices to anyone upon request; and
 11. At the termination of this Agreement, return or destroy all PHI received from, created or received by MRS on behalf of Client and, to the extent any PHI is not returned or destroyed by MRS, the protections of the agreement will continue in effect as it relates to such PHI.
- A. The specific use and disclosures of PHI that may be made by MRS on behalf of Client includes only that which is necessary and appropriate for MRS to act as a health care clearinghouse and/or business associate, such as;
1. The preparation of invoices to be sent to patients, insurance carriers, and others responsible for payment or reimbursement of the services provided by Client to its patients.
 2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
 3. The submission of supporting documentation to patients, insurance carriers, and other payers to substantiate the health care services provided by Client to its patients, or to appeal denials of payments for the same.
- B. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Client, in its sole discretion, if Client determines that MRS has violated a term or provision of this Agreement pertaining to its obligations under HIPAA or if MRS engages in conduct which would result in a violation of HIPAA.

MRS agrees to defend, indemnify and hold harmless Client and its agents or employees from and against any and all liability arising from the injury or death to persons or damage to property arising in whole or in part from any negligent act or omission of MRS or any of its agents or employees, committed or omitted in connection with the Agreement or Client's use of this service, including any and all expenses, legal or otherwise, incurred by Client in the defense of any claim or suit relating to such injury or damage.

MRS shall procure and maintain at all times during the term of this Agreement general liability insurance in a form and amount acceptable to Client, and shall name Client as additional insured, for any claims arising out of the obligations of MRS in providing services under this Agreement, and shall provide evidence of said insurance to client upon execution of this Agreement.

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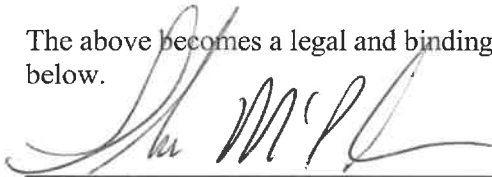
Client will make payments to **MRS** within **thirty (30) days** of its receipt of a monthly invoice. **MRS** shall provide the first invoice at the end of the first full month following execution of this Agreement.

This agreement will be in effect for one **(1)** year, subject to the approval of Client's Board of Directors/Selectpersons and may be renewed on an annual basis subject to the approval of Client's Board of Directors/Selectpersons, unless written notice of intent to terminate this Agreement is received by either party no less than sixty (60) days prior to the expiration date hereof. In the event of termination, **MRS** reserves the right to collect the account receivables for ninety (90) days following the termination date.

MRS shall not assign or subcontract any interest or obligation pursuant to this Agreement without the advance written approval of Client.

MRS and **Client** will address any conflicts on an individual basis, where at least one representative of Client and **MRS** must be present.

The above becomes a legal and binding agreement for both **MRS** and Client upon signing below.



Shawn McPherson
Medical Reimbursement Services

6-9-22

Date

TOWN OF NORTH YARMOUTH.

Date



Midcoast Humane and Town of North Yarmouth Agreement for Services

This agreement, made and entered into on May 25, 2022, 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, 2022, and ending June 30, 2023.

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 Municipality, 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, collectively the "ACO."

1. MH will furnish, manage and operate animal shelter facilities located 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, when such dogs, after having been delivered to the Primary Shelter, have not been reclaimed by their owners at the expiration of the State of Maine statutory waiting period, which is currently six (6) days pursuant to 7 M.R.S.A. § 3913, are then brought by the Municipality's ACO to MH.

C. Stray cats apprehended by the Municipality's ACO may be brought by the Municipality's ACO directly to MH.

3. 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 and 2.C, MH will immediately become the legal owner of such animals and MH will have no legal responsibility to notify the animals' prior owners. Whenever cats are brought to MH under Paragraph 2.C and the ownership of the animal is ascertained, MH shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
 4. In the event that euthanasia is required for reasons for public safety or welfare or in satisfaction of any obligation of the Municipality, MH shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.
 5. 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.
 6. 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.
 7. MH contact personnel, available to the Municipality during regular MH business hours and on an emergency basis during non-business hours, are as follows:
 - Erika Wood, Animal Care Manager. Office: 207-449-1366 ext. 206
- 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.
8. MH shall provide systems to monitor medical and other information on each shelter animal.
 9. 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.
 10. 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 et seq. 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 prior to an animal's delivery to MH, including, without limitation, the statutory waiting period during which the animal is housed at the Municipality's Primary Shelter, or 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 \$1.00 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 most recent official census – 4,072 residents. Accordingly, based on the Town of North Yarmouth's 2020 census, the Municipality shall pay MH a flat annual fee of \$4,072.00.

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 for a period in excess of eight days, the Municipality shall pay MH a boarding fee of \$20.00 per dog, \$10.00 per cat, \$5.00 per small animal and \$5.00 per bird for each day over the eight days. 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 \$5.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8.00 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 pay the fees listed in Title 7 M.R.S.A §3919-C alone.
 - C. Animals that are legally impounded by the Municipality and boarded at MH. In these instances, MH shall be paid \$20.00 per dog per night, \$10.00 per cat per night, \$5.00 per small animal per night and \$5.00 per bird per night. 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 \$5.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8.00 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 pay the fees listed in Title 7 M.R.S.A §3919-C alone.
 - D. During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
 - E. During the waiting periods prescribed by Title 7 M.R.S.A. §3919 and 3919-A, for cats (with an ID), the 48-hour waiting period for unidentified cats and the 24-hour waiting period for feral cats, the Municipality shall be responsible for the payment of all veterinary services furnished outside of 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 from the date hereof. 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 the fees listed in Title 7 M.R.S.A §3919-C alone.

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: _____
Authorized Representative

Date: _____

Print Name and Title

Date: _____

Witness Signature

Date: _____

MIDCOAST HUMANE

By: _____
Kate Griffith, Marketing & Communications Manager

Date: _____

Witness Signature

Date: _____

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF NORTH YARMOUTH

This Contract, effective July 1, 2022 is made by and between the Town of North Yarmouth, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the “TOWN”), and the County of Cumberland (hereinafter referred to as “COUNTY”), to provide assessing services within the town limits of North Yarmouth, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN expects the maintenance of a high level of assessing services in conjunction and harmony with its fiscal policies of sound, financial management;

WHEREAS, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional assessing services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

WHEREAS, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

- A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.
- B. Suitable office space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

C. Town Office shall mean the central office location of the TOWN.

D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

- 1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional assessing services within and throughout the TOWN to the extent and in the manner herein described.
- 1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 1. Develop and maintain the valuation models for the TOWN individually.
 2. Apply new values to properties, which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications affecting property value.
 3. Conduct a review and inventory all personal property in the TOWN. Process all personal property IRS Form 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
 4. Review and qualify applications for the special land use programs.
 5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
 6. Review and qualify applications for all forms of exemptions.
 7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
 8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.
 9. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades. (updates vs upgrade)

10. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

2. Supplies, Equipment and Office Furniture.

- 2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.
- 2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

- 3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff, which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of North Yarmouth. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

- 3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.
- 3.8. The TOWN shall provide and designate a town employee to assist the Assessor with the taxpayer request, office paperwork, filing and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessor, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

- 1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- 1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.
- 1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways,

pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town's Ordinances

- 2.1. The TOWN shall provide to the COUNTY access to the North Yarmouth Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the COUNTY with an updated zoning map and street map for use at the county office.

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2022 to June 30, 2025 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
4. This Agreement shall automatically renew for three one-year auto renewals, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning July 1, 2022 to June 30, 2025 shall be:

\$4,558.50 per month is based off from a \$54,702.00 FY2022/2023 cost for the TOWN's assessing services.

- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. The annual contract increase is estimated to be around 3% to 4%. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- 1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.

- 1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN in advance of TOWN'S upcoming budget process. Costs associated with increase in staff position(s) shall be distributed in accordance with annual distribution formula for all member communities.
- 1.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the Assessor requires independent legal counsel or professional representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or professional representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN. Consent by the TOWN shall be given to Assessor prior to seeking legal advice.

ARTICLE 7 - INSURANCE

The COUNTY shall maintain coverage for Workers Compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the TOWN upon its request.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 9 – AUDIT OF RECORDS

The Town Manager or his/her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 10 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of assessors performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 11 – INDEMNITY

1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2025. The Agreement shall automatically renew for one-year automatic renewals, unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the Town Manager.

In the event the Town Council establishes its own assessing department, the COUNTY and the TOWN agree there will be no lapse in assessing services. In the event of termination, the individual designated as municipal Assessor shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 13 – TRANSITION

1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.
3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
3. The Town Manager, as duly authorized by the Town Council, Town Charter, Ordinance, Policy or another mechanism, if deemed necessary by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.
4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF NORTH YARMOUTH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF NORTH YARMOUTH

BY: _____

TOWN MANAGER

DATE: _____

Exhibit A: Assessor's Duties (Including but not limited to)

- ❖ Finalize assessment rolls
- ❖ Process abatements and supplements
- ❖ Complete commitment documents
- ❖ Complete annual Turn-Around Document for the State of Maine
- ❖ Create commitment book and save annual tax maps to mirror commitment book
- ❖ Complete Municipal Valuation Return and other forms as required
- ❖ Complete the assessing section of the LD1 calculation forms
- ❖ Meet State's assessment standards ratio
- ❖ Track and Report TIF districts captured real and personal property values
- ❖ Calculate and process Tree Growth/Farmland/Open Space penalties
- ❖ Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions.
- ❖ Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- ❖ Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- ❖ Review communities' satisfaction with services provided to date.
- ❖ Hear suggestions from all parties for improvements to existing services.
- ❖ Discuss possible changes or expansions to the scope of services provided.
- ❖ Hear a report from the County on possible additional communities interested in joining the program.
- ❖ Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- ❖ Staffing changes involving key personnel.
- ❖ The addition of communities during a contract term.
- ❖ Other significant events as warranted.

**AGREEMENT
BETWEEN THE TOWNS OF
CUMBERLAND AND NORTH YARMOUTH
FOR SHARED RECREATION AND LIBRARY SERVICES**

THIS AGREEMENT is made this 1st day of **July 2022** by and among the Towns of CUMBERLAND and NORTH YARMOUTH.

WHEREAS, the Town of North Yarmouth has appropriated funds through its Annual Town Meeting and has granted the Select Board the authority to enter into this agreement and the monies have been allocated through June 30, 2023.

NOW, THEREFORE, the towns of Cumberland and North Yarmouth agree as follows:

1. **Scope of Agreement.** This Agreement is limited to Recreation and Library.
2. **Administration of Programs.** It is agreed among the parties that the Town of Cumberland and its Town Manager will be responsible for the day to day operation of the programs, including but not limited to the following:
 - a) Hiring, supervising, and scheduling of all employees for the: Library and Recreation (administrative & programs);
 - b) Personnel matters including employee orientation for all items listed in 2a;
 - c) Payroll functions, billing for, and the collection of fees assessed for all items listed in 2a, including all insurance payments; and
 - d) Ensure that the Advisory Boards established for both programs exist, meet consistently, complete the tasks that have been assigned to them, and communicate regularly to their respective community's Town Council and or Select Board.
3. **Cost & Cost Allocation.** Each party of this Agreement agrees to the following:

| <u>Programs</u> | <u>Totals</u> |
|-----------------|---------------------|
| Library | \$ 190,155.00 |
| Recreation | <u>\$ 81,056.00</u> |
| Total | \$ 271,211.00 |

4. **Payment Schedule.** Payments for services shall be invoiced in July 2021 and shall be due according to the following quarterly schedule:

| | |
|---|------------|
| Payment 1: On or before September 1, 2022 | = \$67,803 |
| Payment 2: On or before December 1, 2022 | = \$67,803 |
| Payment 3: On or before March 1, 2023 | = \$67,803 |
| Payment 4: On or before June 1, 2023 | = \$67,803 |

- 5. **Communication with Cumberland & North Yarmouth Employees:** All communication related to services provided under this contract shall be directed to the Cumberland Town Manager. Any communications with Town Employees related to the services provided in this contract in either Town shall be directed to the Town Managers in North Yarmouth or Cumberland.
- 6. **Term.** This Agreement shall run from July 1, 2022 to June 30, 2023.
- 7. **Indemnification.** Each municipality shall defend, indemnify and hold each municipality hereto harmless from any claim, cause of action, liability or expense including reasonable attorney's fees arising out of or resulting from any error, act or omission of the municipality's officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 M.R.S.A. § 8108 et seq.) or any other immunities or defenses under the Act or other applicable law.


IN WITNESS WHEREOF, the municipal officers of each party municipality have authorized this Agreement, and the official indicated below to sign on behalf of the party municipality.

Town of North Yarmouth


Witness

By: Diane Barnes
Town Manager

Town of Cumberland



Witness



By: William R. Shane, P.E.
Town Manager



Contract for the Administration of General Assistance

THIS AGREEMENT, made on July 1, 2022 by and between The Opportunity Alliance, 50 Lydia Lane, South Portland, ME 04106, hereinafter called "Provider," with the Town of North Yarmouth, 10 Village Square Road, North Yarmouth, ME 04097, hereinafter called "Municipality," for the period of July 1, 2022 to June 30, 2023.

The Employer Identification Number of the Provider is 01-0274725.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, the Provider hereby agrees with the Town to furnish all qualified personnel to perform the services herein described, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

| | |
|--|--|
| Provider Contact Information: | <i>The Opportunity Alliance 50 Lydia Lane, South Portland, ME 04106</i> |
| President & CEO: | Joseph (Joe) Everett |
| Telephone | (207) 523-5055 |
| Email | joe.everett@opportunityalliance.org |
| | |
| Agreement Contact Person: | Sally Cloutier |
| Telephone: | (207) 553-5830 |
| Email: | sally.cloutier@opportunityalliance.org |
| | |
| Fiscal Contact Person: | Dawn Ouellette |
| Telephone: | (207) 523-5021 |
| Email: | dawn.ouellette@opportunityalliance.org |
| | |
| Municipality Contact Information: | <i>Town of North Yarmouth 10 Village Square Road, North Yarmouth, ME 04097</i> |
| Town Manager: | Diane Barnes |
| Telephone: | (207) 829-3705 ext. 207 |
| Email: | manager@northyarmouth.org |
| | |
| Agreement Contact Person: | Diane Barnes |
| Telephone: | (207) 829-3705 ext. 207 |
| Email: | manager@northyarmouth.org |
| | |
| Fiscal Contact Person: | Diane Barnes |
| Telephone: | (207) 829-3705 ext. 207 |
| Email: | manager@northyarmouth.org |

SERVICE DELIVERY

1. The Opportunity Alliance (General Assistance Administrator) will be designated to administer the General Assistance Program.
2. The General Assistance Administrator will be supervised bi-weekly by The Opportunity Alliance Program Director to assure the General Assistance program is administered in compliance with DHHS rules and guidelines.
3. The General Assistance Administrator will file all appropriate reports with the state and municipal officials who have ultimate authority over and responsibility for the administration of the program.
4. Quarterly reviews of the General Assistance Administrator's performance will be conducted between the Town Manager, The Opportunity Alliance Program Director, and General Assistance Administrator.
5. The Opportunity Alliance will provide cross-trained staff to cover vacation and sick leave for General Assistance Administrator.
6. First response for emergency after hour and weekend assistance will be provided as follows: Clients will be notified to call the emergency on-call number 207-807-2055. The emergency on-call staff person will determine if it is an emergency, and make the appropriate decision whether to assist immediately, or to have the client schedule an appointment with the town General Assistance Administrator. The town will be billed for the provision of afterhours assistance in the amount of \$48.00 per hour prorated by 15 minute increments.
7. The Town will contract for 1 hour of service per week. Town Officials may, upon written request to The Opportunity Alliance, increase hours of service based upon need. Billing will be sent on a monthly basis, at the rate of \$48.00 per hour.
8. If the Town or The Opportunity Alliance needs to increase or decrease the contracted hours, the contract may be renegotiated.
9. The Town will be responsible for mileage reimbursement for home visits if this is required in the administration of General Assistance. Mileage will be charged at the prevailing State of Maine Employee reimbursement rate of \$0.45 per mile.
10. The Town will be responsible for providing safe and confidential office space, telephone, copying and consumables necessary to the administration of the General Assistance Program.

Either party may terminate this contract with a thirty-day written notice specifying the reason(s) for the termination, including if the contract will not be renewed.

Diane Barnes
Town Manager

Joseph Everett
President & CEO

Date

Date

June 16, 2021

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

Subject: Letter of Agreement, Municipal Planning Services

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 of each month at 7:00 p.m.
 - 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, 2023, 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 = \$130/hour
- Planner = \$105/hour
- Associate Planner = \$85/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

Town of North Yarmouth, Maine

By: _____

Title: _____

Date: _____

PLANNER

North Star Planning, LLC

By: Ben Smith

Title: Principal

Date: 6/16/2022

Town of North Yarmouth Select Board Business

IX. New Business

June 21, 2022

Sharp's Field "Declaration of Restrictive Covenant"

Town Manager's Comments:

During the June 19, 2021 Annual Town Meeting, the following article was adopted as an amendment that was made from the floor:

"To see if the Town will grant a conservation easement or similar instrument to an entity that will ensure compliance with the instrument's terms. The instrument will have the effect of restricting the use of Sharp's Field, located on town property at 10 Village Square Road, as shown on the sketch on the Town's January 2020 survey in Exhibit H to its current condition for its continued use primarily as a lacrosse and other sports playing fields and secondary for other public recreation and public activities, and authorize and delegate to the Select Board undertaking all action necessary to effect the purposes of this article including the selection of such an entity"

The Town Attorney's interpretation of the amended article is that the primary intentions of the voters were (1) to restrict the use of Sharp's Field to its existing use as a sports playing field and/or other recreational activities; and (2) to delegate to the Select Board the authority to take actions necessary to carry out the purposes of the article.

Although it was contemplated (and apparently assumed) that the Town of North Yarmouth and MSAD #51 would enter a conservation easement, agreement, or another instrument to carry out this goal, it has turned out that MSAD #51 is unwilling to enter into such an arrangement. As an alternative, however, legal believes the Town could record a "Declaration of Restrictive Covenant" in the registry of deeds that would serve the same purpose underlying the warrant article—of restricting the use of the property to playing fields and other recreational uses. Given that the voters expressly delegated to the Select Board the authority to "undertake all action necessary to effect the purposes of this article," legal believes that the intent of the article can still be honored through the Declaration of Restrictive Covenant, even if there is no separate entity involved.

SUGGESTED MOTION

Move that the Select Board authorize and record a "Declaration of Restrictive Covenant" in the Cumberland County Registry of Deeds for the property located on 10 Village Square Road and described as "Sharp's Field". Second, discussion and vote follow.

Town of North Yarmouth

Select Board Business

IX. New Business

County Tax Transition Assessment

Town Manager's Comments:

During the calendar year 2023, Cumberland County will be transitioning from a Calendar Year budget to a Fiscal Year budget. During the first transition year, Towns and Cities will be assessed for an 18-month period that consists of a short year January 1, 2023, to June 30, 2023, and a full year from July 1, 2023, to June 30, 2024. The County is offering to allow communities to pay the short year in full in one year or up to 5 years in installments at 0% interest. North Yarmouth's short year assessment is estimated to be \$188,466 or \$37,670 per year for five years.

SUGGESTED MOTION

Move that the Select Board authorize the Town Manager to enter a five (5) year payment arrangement at 0% interest with Cumberland County to fund the short year transition period when the County changes from a calendar year to a fiscal year. Second, discussion and vote follow.

Pine Tree Waste (Casella) Contract 4 Month Extension

Town Manager's Comments:

Pine Tree Waste (Casella) is looking to get away from manual rear load collection and move to an automated side load collection system. Casella has presented a proposal for a 4-month contract extension at \$14,601.00 per month. to give us time to negotiate a multi-year contract that will transition North Yarmouth to automated side load collection. NY is currently paying \$11,638.00 per month for collection.

The cost of this proposal is significantly more than what NY has paid in the past. The reason for the increase in price is the current economy, and their cost to operate the business over the past year. Their labor costs alone have increased by 40%.

We need the additional time to work with Ecomaine and the other five towns to figure out the best approach to transition to the automated collection system through a regional effort.

SUGGESTED MOTION

Move that the Select Board accept and authorize the Town Manager to sign a contract extension with Pine Tree Waste. Second, discussion and vote follow.

Town of North Yarmouth Select Board Business

IX. New Business

Proposed LUO Amendments

Item led by the Select Board.

Included herein: Proposed changes to the Land Use Ordinance

MSAD#51 Board Meeting – June 22, 2022, GCA, 6:30 PM

Discussion item.

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL DOCUMENT TO:

Mark A. Bower, Esq.
Jensen Baird
Ten Free Street
P.O. Box 4510
Portland, Maine 04112-4510

Space above this line for recorder's use

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (this "Declaration") is made as of this _____ day of June, 2022 (the "Effective Date"), by the Town of North Yarmouth, a municipality existing under the laws of the State of Maine (the "Town").

RECITALS

A. The Town is the fee simple owner of a certain parcel of land, approximately 11.81 total acres, located at 10 Village Square Road in North Yarmouth, Maine, being described in a deed from Mathew L. Sharp and Martha J. Sharp to the Town of North Yarmouth dated January 17, 2001 and recorded in the Cumberland County Registry of Deeds in Book 15964, Page 281.

B. This Declaration concerns an approximately 2.97-acre portion of the above-referenced parcel, and is more particularly described in Exhibit A and is depicted in the preliminary survey entitled "Boundary Survey, on Hallowell Road (Route 115) North Yarmouth, Maine, Made for Record Owner Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine," dated January 30, 2020 by Owen Haskell, Inc., P.L.S. (Exhibit B) attached hereto and made part hereof (hereinafter referred to as the "Restricted Parcel").

C. The Town desires to record this Declaration of Restrictive Covenant in order to impose a permanent restriction on the Restricted Parcel as set forth in this Declaration.

D. The purpose of this Declaration of Restrictive Covenant is to protect in perpetuity the open outdoor recreational space that the Restricted Parcel provides for the general public. The Restricted Parcel is located at 10 Village Square Road in North Yarmouth, Maine, and largely consists of a sports and recreational field, which serves as game fields for lacrosse and other sports that require open field space. The Restricted Parcel is also used by the public for general recreation and activities including a variety of competitive and leisurely outdoor pastimes. The Restricted

Parcel is part of a larger parcel owned by the Town, and which is the location of the Town Hall, making the Restricted Parcel a natural dedication of land already associated with service and benefit to the public.

DECLARATION

NOW, THEREFORE, the Town declares that the Restricted Parcel and all portions thereof are and will be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this Declaration.

1. Recitals. The above recitals are true and correct and incorporated herein by reference as if set forth in full.

2. Land Use. The Restricted Parcel shall be used primarily for sports playing fields, and secondarily as open space for recreation and activities by the general public. For the purposes of this provision, the term “sports” includes, but is not limited to, those sports that require open fields, such as lacrosse and field hockey. The Restricted Parcel shall be open for use by the general public on such further terms and conditions, policies, rules and regulations as are set forth herein and as the Town may reasonably impose from time to time in the same manner by which the Town may establish them for other Town-owned and/or managed recreational properties including, without limitation, restrictions on hunting, shooting, trapping night use, fires, camping, and vehicular or motorized uses on the fields.

3. Management. The Restricted Parcel will be managed by the Town to protect its use by and accessibility to the public, including maintaining the fields and grass in a manner consistent with any other Town-owned and/or managed recreational fields. The Town may temporarily limit or restrict public recreational use while the Town performs its maintenance obligations set forth herein.

4. Division. For the purpose of the land uses permitted in Section 2 hereof, the Restricted Parcel must remain in its current configuration. While the Restricted Parcel is, as of the date hereof, a portion of a larger lot owned by the Town, only a portion of which is burdened hereby, any subdivision, partition or creation of other parcels or lots, whether by lot division, or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Restricted Parcel, shall be prohibited, except for boundary adjustments to resolve bona fide boundary disputes. Under no circumstances may the Restricted Parcel or any portion therefore be included as part of the gross tract area of other land not subject to this Declaration, for the purposes of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use, building density or transfer for development rights.

5. Structures. As of the date of this Declaration, there are no structures on the Restricted Parcel except for a storage shed. The remainder of the Restricted Parcel is an undeveloped but maintained field. It is the intention of this Declaration that the Restricted Parcel be primarily used as for sports fields and secondarily used for other public recreation, and that uses and improvements be limited to the extent necessary or appropriate to facilitate these activities. The Town reserves the right to maintain and replace existing improvements with substantially

similar structures and improvements in substantially similar locations, unless another location is more beneficial to accommodate the open field and use by the public. No additional structures, temporary or permanent, are permitted on the Restricted Parcel without town meeting approval, except however, the Town reserves the right to locate, construct and maintain minor structures to accommodate outdoor recreation by the public. Such minor structures may include, but are not limited to, the following: permanent bathrooms, storage sheds, lights (permanent or temporary) event tables and booths, unattached goals and game field equipment, low barriers to discourage unauthorized access to certain areas of the Restricted Parcel as needed; fencing to protect natural resources or for safety purposes; limited spectator seating; benches and picnic tables; portable sanitary structures; temporary and moveable/removable facilities such as tents or portable pavilions provided they do not remain in place beyond a reasonable time; and pet sanitation boxes.

6. Surface Alterations. No excavation, filling, dredging or grading or other alteration may be made to the surface of the Restricted Parcel except as necessary to maintain a level field or in connection with a properly permitted maintenance or improvement project. The Town reserves the right to install, maintain, repair, replace or remove artificial/synthetic turf and associated infrastructure within the Restricted Parcel. Any such activity must also secure and meet all applicable permitting requirements under local, state and federal law and regulations.

7. Vegetation Management. It is the intention of this Declaration to facilitate the maintenance of the Restricted Parcel so that it continues to be a useable sports field, in keeping with the standard of maintenance for any other sports and recreational fields managed by the Town. The Town reserves the right to alter or remove vegetation as necessary to install, establish and maintain the structures and surface alterations permitted under this Declaration; to reduce safety hazards for the uses permitted herein; to remove invasive plant species; to prevent fire and spread of disease or non-native insects; and to mow the grass areas to enhance recreational enjoyment.

8. Enforcement Against Violations. The Town and its successors and assigns shall have the right to enforce the covenants contained herein in a court of law or equity (including, without limitation, the right to specific performance and injunctive relief), against any owner, tenant, occupant, user, licensee, assignee, or subtenant of, or any other party utilizing, all or any portion of the Restricted Parcel in violation of the terms hereof, and in such action, the non-prevailing party shall pay the reasonable attorneys' fees of the prevailing party. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right thereafter to enforce such covenants, nor of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

9. Covenants Running With the Land. The covenants contained in this Declaration shall be covenants running with the title to the Restricted Parcel in perpetuity, and shall burden the Restricted Parcel and the owner or owner(s) of all or any portion of the Restricted Parcel and its/their successors and/or assigns, and shall run to the benefit of the Town and its successors and/or assigns. This Declaration must be incorporated by reference in any deed or other legal instrument by which the Town conveys any interest in the Restricted Parcel, including, without limitation, a leasehold or mortgage interest. The failure of the Town to perform any act required by this Section shall not impair the validity of this Declaration or limit its enforceability in any way.

10. Miscellaneous.

a. This Declaration will be governed in accordance with the laws of the State of Maine.

b. The section headings in this Declaration are for convenience only, will in no way define or limit the scope or content of this Declaration, and will not be considered in any construction or interpretation of this Declaration or any part hereof.

c. In case any one or more of the provisions of this Declaration shall be invalid, illegal or unenforceable in any respect, the validity of this Declaration and the remaining provisions thereof shall be in no way affected, prejudiced or disturbed thereby.

Executed as a sealed instrument as of the Effective Date.

TOWN OF NORTH YARMOUTH,

By: _____

Name: Diane Barnes

Its: Town Manager, duly authorized

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2022

Then personally appeared the above-named Diane Barnes, Town Manager for the Town of North Yarmouth, and acknowledged the foregoing instrument to be her free act and deed in his/her said capacity, and the free act and deed of the Town of North Yarmouth.

Notary Public

Printed Name:

My Commission Expires: _____

Exhibit A

Legal Description of the Restricted Parcel

A certain lot or parcel of land situated westerly of but not adjacent to Hallowell Road in the Town of North Yarmouth, County of Cumberland and State of Maine bounded and described as follows:

Beginning at an iron pipe at the southwesterly corner of land now or formerly of Tristan R. and Mary Elizabeth Ingram as described in deed book 32232, page 240;

Thence, N 77°09'51" E along land of said Ingram and land now or formerly of John E. Farrell Jr. and Heather A. Elliott as described in deed book 31480, page 166 a distance of 333.26 feet;

Thence, the following courses and distances across land of the Town of North Yarmouth:

S 26°11'06" E a distance of 315.00 feet;

S 76°39'25" W a distance of 53.76 feet;

S 58°08'21" W a distance of 288.00 feet;

N 43°13'55" W a distance of 137.00 feet to a capped iron rod at the southeasterly corner of land now or formerly of Robert C. and Karen L. Bruder as described in deed book 22367, page 110;

Thence, N 33°21'41" W along land of said Bruder 150.00 feet to land now or formerly of Alicia S. and Sol Dostilio as described in deed book 34522, page 143;

Thence, N 56°38'19" E along land of said Dostilio and the end of a 50-foot-wide access easement 71.06 feet;

Thence, N 24°40'54" W along land of said Dostilio and the easterly sideline of said access easement 119.84 feet to the point of beginning containing 2.97 acres more or less.



**SECOND AMENDMENT TO THE SOLID WASTE AND RECYCLABLE MATERIAL
COLLECTION SERVICES AGREEMENT BETWEEN PINE TREE WASTE, INC. A WHOLLY
OWNED SUBSIDIARY OF CASELLA WASTE SYSTEMS, INC. AND THE TOWN OF NORTH
YARMOUTH, MAINE**

Original Agreement Dated July 1, 2017

First Amendment Dated July 1, 2019

**THESE PARTIES AGREE THAT THE FOLLOWING PROVISIONS SHALL BE BINDING
UPON THE PARTIES AND SHALL SUPERSIDE ANY PROVISIONS IN THE AGREEMENT
WHICH CONFLICT WITH THIS ADDENDUM.**

1. Section 2. **TERM**, shall be amended to include the extension term of *four (4) months*, commencing on July 1, 2022, though, October 31, 2022.

2. Section 4, **COMPENSATION FOR SERVICES**, shall be amended to include the following:

The Contractor shall invoice the Town monthly, and the Town will pay Contractor within 30 days of the date of the invoice per the following schedule: \$14,601.00 per month for each of the (4) months in this amendment.

Fuel Adjustor

Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$6.25 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price." The Service Month Index Price can be located on the internet at the following web site:

<http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history". The Fuel Adjustor will be made according to the following formula:

$$((\text{Service Month Index Price} - \$6.25) / 6.25) (15.4\%) (\text{Monthly Fee}) = \text{Fuel Adjustor}$$

All other terms and conditions of the agreement remain the same.

SIGNATURES. The parties have read and agree to this Extension

ACCEPTED this _____ day of _____ 2022.

TOWN OF NORTH YARMOUTH, MAINE

BY:

Witness

Diane Barnes, Town Manager

ACCEPTED this _____ day of _____ 2022.

PINE TREE WASTE, INC.

BY:

Witness

Brian Oliver, Vice President- Eastern Region

Section 6.3 & Table 7.2 – Proposed Amendments to the Town of North Yarmouth Land Use Ordinance

The Town of North Yarmouth Land Use Ordinance shall be amended as follows (additions are underlined and deletions are ~~struck through~~):

SECTION 6.3 ADMINISTRATIVE APPEALS, VARIANCES, AND MISCELLANEOUS APPEALS [AMENDED 6/120; 6/19/21]

B. Variance Appeals: The Zoning Board of Appeals (ZBA) shall limit any variances granted as strictly as possible in order to ~~insure~~ ensure conformance with the purposes and provisions of this Ordinance to the greatest extent possible, and in doing so may impose such conditions to a variance as it deems necessary. The party receiving the variance shall comply with all conditions imposed. Variances may be granted under the following conditions.

1. **Variances may be permitted only under the following conditions:**

- a. Variances may be granted only from dimensional requirements including, but not limited to street frontage, lot_width, structure height, percent of lot coverage, and setback requirements.

...

TABLE 7.2 SPACE AND DIMENSIONAL REQUIREMENTS [AMENDED 6/19/21]

| District | Minimum Lot Size (Acres) | Maximum Residential Density (Acres) ¹ | Maximum Lot Coverage (%) | Street Frontage (feet) | Structure Setback From Property Lines (Feet) ⁶ | | | Maximum Structure Height (Feet) |
|----------------|--------------------------|--|--------------------------|--|---|--|-----------|---------------------------------|
| | | | | | Front | Side | Rear | |
| Village Center | 1 acre ⁴ | N/A | 70% | 48'—100' <u>100' MIN</u> | 0-20' <u>10' MIN</u> MAX | 25' <u>10' MIN</u> MAX | 5' MIN | |

...

⁴Minimum Lot Size

- a. The minimum lot size can be reduced in the VC to 20,000 square feet when the lot is served by an advanced wastewater treatment system, or the existing system is retrofitted with an advanced wastewater system that meets or exceeds the state definition providing 50 percent or more reduction in nitrates, and has demonstrated that water quality will not be degraded.

Section 6.3 & Table 7.2 – Proposed Amendments to the Town of North Yarmouth Land Use Ordinance

- ~~b. The minimum lot size can be further reduced below 20,000 sf when that lot treats its wastewater on a separate lot that complies with Maine Subsurface Wastewater Disposal criteria.~~
- ~~eb.~~ GPD or gallon per day design flows may be utilized when presented and proven to not exceed the assumed 4 bedroom or 360 gpd flows of a typical residential home per lot, this type of development requires Planning Board approval.
- ~~ec.~~ Pocket Neighborhoods allow for the use of reduced lot size below 20,000 sf, consistent with Section 7.2(D). ~~(as described in b. above) and can use gallons per day design flow (as described in c. above, if designed to comply with the standards of Subsection D).~~
- ...
- ~~6. In the Village Center District, Civic Buildings (institutional uses) are exempt from maximum setback requirements. The recommended maximum front yard setback for Civic Buildings (institutional uses) is 60'.~~

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

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

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

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

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

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

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

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

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

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

⁹ See Section X Section 10.4 for permitted Building Types.

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7.1 LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|---|-----------------------|----------------------------|------------------------|----------------------------|------------------------------|-----------------------------|-----------------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection | Residential Shoreland | Royal River Overlay* | Groundwater Overlay* |
| Commercial and Industrial Uses (continued) | | | | | | | |
| Retail sales/services with 10,000 sq.ft. grossfloor area, or more | N | N | N | N | N | N | N |
| Restaurants with less than 2,000 sq.ft. grossfloor area | SPR | SPR | CU/SPR ** | N | N | N | SPR |
| Restaurants with 2,000 sq.ft. grossfloor area, or more | SPR | SPR | CU/SPR** | N | N | N | CU/SPR |
| <u>Tavern</u> | <u>CU/SPR</u> | <u>CU/SPR</u> | <u>CU/SPR</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>CU/SPR</u> |
| <u>Small Brewery, Small Winery, or Small Distillery</u> | <u>CU/SPR</u> | <u>CU/SPR</u> | <u>CU/SPR</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>CU/SPR</u> |
| Takeout eating place | SPR | SPR | N | N | N | N | SPR |
| Drive-through eating place | N | N | N | N | N | N | N |
| Redemption center less than 2,000 sq. ft. gross floor area | SPR | N | N | N | N | N | N |
| Commercial food processors, other than those where food is raised on the premises (see Natural Resource Based Uses) | SPR | SPR | SPR | N | N | N | N |
| Financial institution | SPR | N | N | N | N | N | SPR |
| Financial institution with drive through | CU/SPR | N | N | N | N | N | CU/SPR |
| Laundromat | SPR | N | N | N | N | N | SPR ¹ |
| Dry cleaners drop-off, no dry cleaning - processing | SPR | SPR | N | N | N | N | SPR |
| Dry cleaners - processing | N | N | N | N | N | N | N |
| Printers and photo processors | SPR | CU/SPR | N | N | N | N | CU/SPR |
| Motor vehicle services/repairs and body shops/sales [limited to small operations; 10 or fewer vehicles on site at a time] | SPR | CU/SPR | CU/SPR | N | N | N | N |
| Gas and/or service stations, sale of gas accessory to retail | SPR | CU/SPR | N | N | N | N | N |
| Petroleum/petroleum product storage for retail/wholesale sales, including fuel oil distributors | N | N | N | N | N | N | N |
| Petroleum/petroleum product use/storage for business use; more than 660 gallons of liquid fuel per parcel | SPR | SPR | SPR | N | N | N | N |
| Petroleum/petroleum product use/storage for business use; 660 gallons or less of liquid fuel ¹ per parcel | P | P | P | N | N | N | CU/SPR |
| Auto washing facilities | SPR | N | N | N | N | N | SPR ¹ |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. **Can only be conversions of buildings in existence as of June 14, 2005 *** <u>For all Use definitions please refer to Section XII</u> | | | | | | | |

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7.1 LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|---|----------------|---------------------|-----------------|---------------------|-----------------------|----------------------|----------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection | Residential Shoreland | Royal River Overlay* | Groundwater Overlay* |
| Commercial and Industrial Uses (continued) | | | | | | | |
| Discharge of commercial or industrial Nondomestic wastewater or wash water to an on site septic disposal system | N | N | N | N | N | N | N |
| Light manufacturing, Warehousing & Storage, and Trucking & Distribution less than 5,000 sq.ft. grossfloor area | SPR | SPR | SPR | N | N | N | CU/SPR*** |
| Light manufacturing, 5,000 sq.ft. to 20,000 sq.ft. grossfloor area | SPR | SPR | SPR | N | N | N | N |
| Warehousing & storage, 5,000 to 20,000 sq.ft. grossfloor area | SPR | N | CU/SPR | N | N | N | N |
| Trucking & distribution facility, 5,000 to 20,000 sq.ft. grossfloor area | SPR | N | CU/SPR | N | N | N | N |
| Wholesale business, research & development, light manufacturing, warehousing & storage, or trucking & distribution facility, 20,000 sq.ft. gross floor area or more | N | N | N | N | N | N | N |
| Excavating contractors and general contractors | SPR | SPR | SPR | N | N | N | SPR |
| Funeral homes | CU/SPR | CU/SPR | N | N | N | N | SPR |
| Commercial/industrial Nondomestic solid waste disposal, transfer station and/or recycling facility | N | N | N | N | N | N | N |
| Junkyard/auto graveyard/auto recycling | N | N | N | N | N | N | N |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. **Can only be conversions of buildings in existence as of June 14, 2005. ***Except that the Planning Board may substitute "sq. ft. of Building Footprint" for "sq. ft. gross floor area", as long as the applicant shows that the additional square footage will not impact the site as far as standards of review such as parking, # of employees, and impervious surface restrictions, and any other requirements of review. [Amended 5/13/06] ***For all Use definitions please refer to Section XII | | | | | | | |

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7.1 LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|---|----------------|---------------------|-----------------|----------------------------------|------------------------------------|----------------------|----------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection ¹ | Residential Shoreland ¹ | Royal River Overlay* | Groundwater Overlay* |
| Utility Uses | | | | | | | |
| Essential services, excepting the following (a. and b.) ² [Amended 5/17/08] | P | P | P | SPR | SPR | P | CU/SPR |
| a. Roadside distribution lines (34.5kV and lower) | P | P | P | P | P | P | P |
| b. Non-roadside or cross-country distribution lines | P | P | P | SPR | SPR | SPR | P |
| <u>Large scale ground mount solar energy system</u> | <u>SPR</u> | <u>SPR</u> | <u>SPR</u> | <u>N</u> | <u>N</u> | <u>N</u> | <u>SPR</u> |
| Service drops, as defined, to allowed uses ³ | A | A | A | P | A | P | A |
| Public utility buildings | SPR | SPR | SPR | SPR | SPR | SPR | SPR |
| Oil pipelines | CU/SPR | CU/SPR | CU/SPR | CU/SPR | CU/SPR | CU/SPR | N |
| Telecommunications towers | SPR | CU/SPR | SPR | N | SPR | N | SPR |
| Institutional Uses | | | | | | | |
| Public and private schools | SPR | SPR | CU/SPR | N | N | N | SPR |
| Public and private schools over 50,000 sq ft | CU/SPR | N | N | N | N | N | CU/SPR |
| Day care and nursery schools | SPR | SPR | CU/SPR | N | N | N | SPR |
| Church including accessory residence | SPR | SPR | N | N | N | N | SPR |
| Cemetery ⁵ | SPR | SPR | P | N | N | N | N |
| Library and museum | SPR | SPR | N | N | N | N | SPR |
| Fraternal and social institutions | SPR | CU/SPR | CU/SPR | N | N | N | CU/SPR |
| Municipal and other governmental buildings | SPR | SPR | SPR | N | N | N | SPR |
| New municipal transfer stations | SPR | SPR | SPR | N | N | N | N |
| Municipal recycling facility | SPR | SPR | N | N | N | N | SPR |
| Nursing home/congregate care | SPR | CU/SPR | N | N | N | N | SPR ⁴ |
| Small non-residential facilities less than 5,000 sq.ft gross floor area for educational, scientific, or nature interpretation purposes | SPR | SPR | SPR | N | SPR | N | SPR |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. *** For all Use definitions please refer to Section XII | | | | | | | |

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

² Utilities (gas, water, power lines etc.) excluding service drops and buildings, as defined in Section XII. Definitions.

³ Electric and/or telephone utility line extensions, see restrictions in Section 9-1. Residential Shoreland District and Resource Protection District Standards.

⁴ Must be served by sewer or advanced wastewater treatment systems for on-site sewage disposal.

⁵ See Family Burial Ground

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|--|-----------------------|----------------------------|------------------------|----------------------------|------------------------------|-----------------------------|-----------------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) | | | | | | | |
| CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection | Residential Shoreland | Royal River Overlay* | Groundwater Overlay* |
| Recreational Uses | | | | | | | |
| Campground | N | N | SPR | N | SPR | CU/SPR | N |
| Individual campsite | P | P | P | P | P | P | P |
| Golf course including club house | SPR | SPR | SPR | CU/SPR ¹ | SPR | N | N |
| Fully enclosed places of recreation | SPR | CU/SPR | N | N | N | N | SPR |
| Piers/Docks/Wharfs/Bridges – Permanent | P | P | P | SPR ² | SPR ² | SPR | SPR |
| Piers/Docks/Wharfs/Bridges – Temporary | P | P | P | P ² | P ² | P | P |
| Marinas/Sheds/Boating facilities | - | - | - | N | SPR | N | N |
| Non-intensive recreational uses not requiring structures, roads or parking facilities, such as hunting, fishing, hiking | A | A | A | A | A | A | A |
| Government and non-profit parks and outdoor recreation | P | P | P | CU/SPR | SPR | SPR | SPR |
| Public and private recreational areas involving no structural development; recreational trails | A | A | A | SPR | SPR | SPR | A |
| Natural Resource Based Uses | | | | | | | |
| Aquaculture | A | A | A | SPR | SPR | SPR | N |
| Agriculture ³ | A | A | A | SPR | A | A | SPR |
| Commercial processing of vegetables/crops raised on premises | P | P | P | N | SPR | N | SPR |
| Commercial processing of poultry and/or livestock raised on the premises (meat packer, slaughterhouse) | SPR | SPR | SPR | N | N | N | N |
| Storage, handling, processing, disposal and/or utilization of sludge/ash | N | N | N | N | N | N | N |
| Forest management activities, except timber harvesting | A | A | A | A | A | A | A |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including “Allowed Uses” must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. | | | | | | | |
| *** For all Use definitions please refer to Section XII | | | | | | | |

¹ Clubhouse prohibited in Resource Protection District.

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

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

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|--|----------------|---------------------|-----------------|---------------------|-----------------------|----------------------|----------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection | Residential Shoreland | Royal River Overlay* | Groundwater Overlay' |
| Natural Resource Based Uses (continued) | | | | | | | |
| Timber harvesting | A | A | A | P | A | A | SPR ¹ |
| Mineral exploration | N | N | P | N | P | A | N |
| Mineral extraction (including sand & gravel) 100 cubic yards to 999 cubic yards within any 12 month period | A | A | A | N | CU/SPR | N | CU/SPR |
| Commercial mineral extraction (including sand & gravel) 1,000 cubic yards or more within any 12 month period | N | N | SPR | N | N | N | N |
| Lumber yards including milling, distribution of wood products, wholesale/retail sales of building materials | SPR | SPR | CU/SPR | N | N | N | SPR |
| Commercial processing of wood including cutting, sawing, splitting, and chipping | SPR | SPR | SPR | N | N | N | SPR |
| Landscaping business, nursery, garden center | SPR | SPR | SPR | N | N | N | N |
| Soil and water conservation practices | A | A | A | A | A | A | A |
| Surveying and resource analysis | A | A | A | A | A | A | A |
| Wildlife management practices | A | A | A | A | A | A | A |
| Municipal and Public Safety Signs | SPR | SPR | SPR | SPR | SPR | SPR | SPR |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. | | | | | | | |
| *** For all Use definitions please refer to Section XII | | | | | | | |

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|--|-----------------------|----------------------------|------------------------|----------------------------|------------------------------|-----------------------------|-----------------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection | Residential Shoreland | Royal River Overlay* | Groundwater Overlay* |
| Other Uses | | | | | | | |
| Abandoned wells | N | N | N | N | N | N | N ¹ |
| Private airstrip | P | P | P | N | CU/SPR | N | CU/SPR ² |
| Commercial airport: fueling area or maintenance area | N | N | CU/SPR | N | N | N | N |
| Clearing or removal of vegetation for activities other than timber harvesting [Amended 5/17/08] | A | A | A | SPR | A | SPR | A |
| Demolition | P | P | P | P | P | P | P |
| Family Burial Ground [Amended 4/28/18] | SPR | SPR | SPR | SPR | SPR | SPR | SPR |
| Filling and earth moving of less than 10 cubic yards | A | A | A | P | A | A | A |
| Filling and earth moving of 10 cubic yards or more | A | A | A | SPR | P | P | P |
| Emergency operations and fire prevention activities | A | A | A | A | A | A | A |
| Land reclamation | P | P | P | SPR | P | SPR | SPR |
| Storage of chemicals, including herbicides, pesticides or fertilizers <u>other than</u> amounts normally associated with individual households or farms | SPR | SPR | SPR | N | N | N | N |
| Subsurface waste disposal and sewage systems | P | P | P | P | P | P | P |
| Advanced wastewater treatment systems | P | P | P | P | P | P | SPR |
| Storm water impoundments | SPR | SPR | SPR | N | N | N | SPR |
| Wastewater impoundments | N | N | N | N | N | N | N |
| Industrial waste disposal | N | N | N | N | N | N | N |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. | | | | | | | |
| *** For all Use definitions please refer to Section XII | | | | | | | |

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

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

Table 7.1 – Proposed Amendments to the Land Use Ordinance Tables

| TABLE 7-1. LAND USES BY ZONING DISTRICT (continued from prior page) | | | | | | | |
|--|----------------|---------------------|-----------------|---------------------|-----------------------|----------------------|----------------------|
| A = Allowed Use; P = Permitted Use (CEO Review); SPR = Site Plan Review (Planning Board Review) CU = Conditional Use (Planning Board Review); N = Prohibited Use | | | | | | | |
| USES*** | Village Center | Village Residential | Farm and Forest | Resource Protection | Residential Shoreland | Royal River Overlay* | Groundwater Overlay* |
| Other Uses (continued) | | | | | | | |
| Parking associated with single family and two family dwellings, and non-commercial farmsteads | A | A | A | N ¹ | SPR | SPR | A |
| Parking associated with uses other than single family and two family dwellings, and non-commercial farmsteads | SPR | SPR | SPR | N | SPR | SPR | SPR |
| Road, driveway construction | P | P | P | N ² | SPR | SPR | P |
| New or expanded driveway/entrance onto public road | P | P | P | N | SPR | SPR | P |
| Overnight storage or parking of vehicles and equipment containing over 50 gallons of fuel, excluding municipal storage and parking of vehicles | A | A | A | N | N | N | P |
| Covered sand and salt piles | P | P | P | N | N | N | SPR |
| Snow dumps | SPR | SPR | SPR | N | N | N | N |
| Railroad stations and railroad yards | CU/SPR | SPR | SPR | N | N | N | N |
| Underground fuel storage tanks, other than propane | P | P | P | N | N | N | N |
| Signs | P | P | P | P | P | SPR | P |
| Notes: *Overlay Districts are regulations and standards in addition to those of the underlying district. Where there is a discrepancy, the more restrictive provision applies. All uses, including "Allowed Uses" must comply with the Overlay District Performance Standards. The Royal River Corridor Overlay District includes the Royal River, Chandler Brook and the East Branch. *** For all Use definitions please refer to Section XII | | | | | | | |

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

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