

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, September 7, 2021
Workshop 5:45 pm
Business Meeting 7:00 pm
Wescustogo Hall & North Yarmouth Community Center**

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 § 401-410.

II. Public Hearing – Casco Bay Trails Resolution

III. Minutes of Previous Meeting(s)

- August 3, 2021
- August 11, 2021
- August 16, 2021
- August 17, 2021

IV. 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 in a respectful and constructive manner. 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.

V. Management Reports & Communications

- July Financial Reports
- Interim Town Manager Report

VI. Old Business

- Casco Bay Trails Resolution
- Fire Company Lease – Review and Approve
- Select Board Goals

VII. New Business

- Face Covering Policy
- Committee Appointments
- Economic Development & Sustainability Committee – Charge of Responsibilities
- Set Public Hearing Date – General Assistance Ordinance

VIII. Accounts Payable - Review & Approval

IX. Any Other Business

Select Board Members: A reminder, the “any other business” section on the agenda is not to include previously discussed items, any formerly “settled items,” personal matters, or Town personnel matters. Please submit your other business item(s) to the Town Manager, Chairman, or Vice Chairman prior to the meeting by email or written letter dropped off at the Town Office. Thank you.

X. 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.

MAINE MUNICIPAL ASSOCIATION
PROPOSAL
EXECUTIVE SEARCH/TOWN MANAGER
TOWN OF NORTH YARMOUTH

The Maine Municipal Association (MMA) is pleased to submit the following proposal designed to provide professional assistance to the Town of North Yarmouth in the search and selection of a new Town Manager.

Step One: Needs Assessment

The Director of Personnel Services and Labor Relations (MMA) will meet with the Board of Selectmen to conduct a needs assessment pertaining to the Town government and the Town Manager position and report results of this meeting back to the Board in writing. The purpose of this meeting will be to obtain a consensus of the Board's priorities regarding the qualifications, skills, and experience to be looked for in potential candidates. This information is central to the selection process and is used in narrowing down the field of candidates.

This section includes:

- Development of Candidate Profile
- Discussion of Advertising Options
- Discussion of Role, if any, of Non-Board Participants
- Potential Process for General Citizen Input to the Board

Step Two: Recruitment

The Director of Personnel Services and Labor Relations (MMA) will discuss with the Town any recruitment activities the Town may want to undertake. It is understood that the Maine Municipal Association cannot be held responsible for those activities initiated prior to MMA's involvement.

Step Three: Rating Document

The Director of Personnel Services and Labor Relations (MMA) will develop a rating document for use in the review of resumes based on the Board of Selectmen's priorities as identified in the needs assessment meeting.

Step Four: Resume Review – MMA

Immediately following the application deadline, the Director of Personnel Services and Labor Relations (MMA) will conduct an initial review of resumes utilizing the rating document. All resumes will be presented for the Board's review. However, the Director of Personnel Services and Labor Relations (MMA) will have identified the strongest resumes based on the Board's priorities. This will allow the Board of Selectmen to concentrate their efforts on the top group of candidates.

Resumes will initially be screened by The Director of Personnel Services and Labor Relations and then some portion of the resumes, to be determined in discussions with the Board, will be turned over to the Board or a designated screening panel for further review. The goal here is to identify candidates who will be invited to North Yarmouth for a first round interview.

Step Five: Resume Review – Board of Selectmen

The Director of Personnel Services and Labor Relations (MMA) will be present at the Board's Resume Review Meeting. He will be available to answer questions regarding the Maine Municipal Association's resume review activity and will instruct the Board in the use of the rating document. It is suggested that the Board utilize the rating document in reviewing those individuals identified as strong candidates. The remaining resumes may be reviewed in a more informal manner by members of the Board. A decision will then be made regarding who will be interviewed. The Director of Personnel Services and Labor Relations (MMA) will participate in the discussion of the candidates providing his perspective on how individual candidates appear to match the Board's criteria.

Step Six: Interviews

The Director of Personnel Services and Labor Relations (MMA) will develop an interview structure and rating document for use during the interview sessions. He will also be present during the interviewing of the finalists. His function will be to provide a briefing for the interview panel on the interview structure, to be available for questions regarding the structure, and to assist as a non-voting coordinator. He will again participate in the Board's discussion and deliberation as the Board identifies its finalist for the position of Town Manager.

Decisions here involve whether the Board as a body will do the interviews or will an alternative first round interview panel be constructed.

Step Seven: Background Check

After the interviews, the Director of Personnel Services and Labor Relations (MMA) will conduct a telephone checking of references and employment history of the finalist and report findings back to the Board of Selectmen. The emphasis will be on confirming or denying information already obtained through the selection process. To insure uniformity and control of this extremely sensitive stage of the selection process, the Director of Personnel Services and Labor Relations (MMA) will be the only individual included in this process, or will coordinate the involvement of other individuals.

Step Eight: Second Interview

The Director of Personnel Services and Labor Relations (MMA) will provide guidance regarding the content of the second interview and will advise concerning procedures for the actual hiring decision. Assistance will also be provided concerning press relations, confidentiality, and other details of the selection process.

Again, a discussion will be conducted with the Board to determine participants in the second interview stage. Most likely, at this point, it would be the full Board. If the Board had included community stakeholders and/or other interested parties in the process, their role would have concluded at this stage.

Step Nine: Offer and Negotiations

The Director of Personnel Services and Labor Relations will assist the Board in preparing and delivering an offer of employment to the Board's choice to be the next Town Manager of North Yarmouth. The Director will serve as a conduit between the candidate and the Board, or its designee, as negotiations take place.

Fee:

The fee for Maine Municipal Association's services for the Executive Search for a Town Manager for North Yarmouth is sixty-four hundred dollars (\$6,400.00). This fee includes all MMA staff services, mileage, meals, lodging, postage, phone charges, and photocopying. The fee does not include advertising or any candidate expenses that the Town might incur. The fee includes all staff time and expenses that are incurred as part of the first complete search process. If the Town, after completing all stages of the search elects to re-advertise the position and start over, the Town will be billed for the additional staff time and expenses.

September 7, 2021

Section II. Public Hearing – Fee Schedule

PRIMARY PROCESS

Open the Hearing - *Move to open the public hearing on the Casco Bay Trails Resolution. Second, discussion and vote follow.*

1. **Presentation/Explanation** - A brief presentation/summary by the Chair and volunteers representing the Casco Bay Trail Alliance is expected.
2. **Public Participation** - The Select Board shall recognize the individuals in the order that they present themselves to the podium. Name and street address should be stated by each individual, making a statement to the Board.
3. **Board Inquiries/Discussions** - After public participation, the Board may further discuss the subject matter if deemed necessary.
4. **Close the Hearing** - *Move to close the public hearing on the Casco Bay Trails Resolution. Second, discussion and vote follow.*

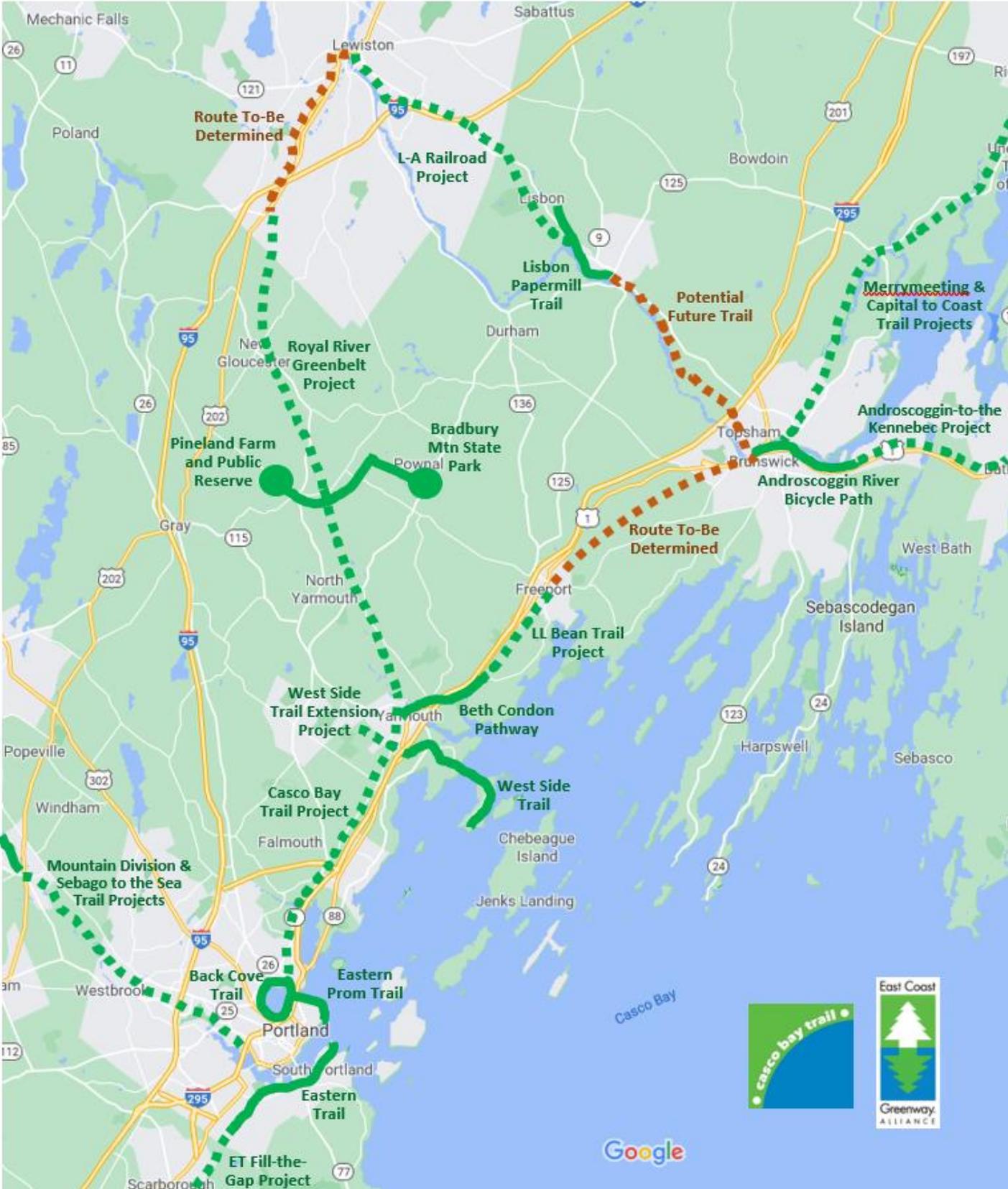
POSSIBLE ACTION ITEMS

Move to approve and endorse the proposed resolution, as presented by the Casco Bay Trail Alliance. Second, discussion and vote follow

Background Briefing to North Yarmouth Select Board

**Dick Woodbury, Casco Bay Trail Alliance
June 15, 2021**

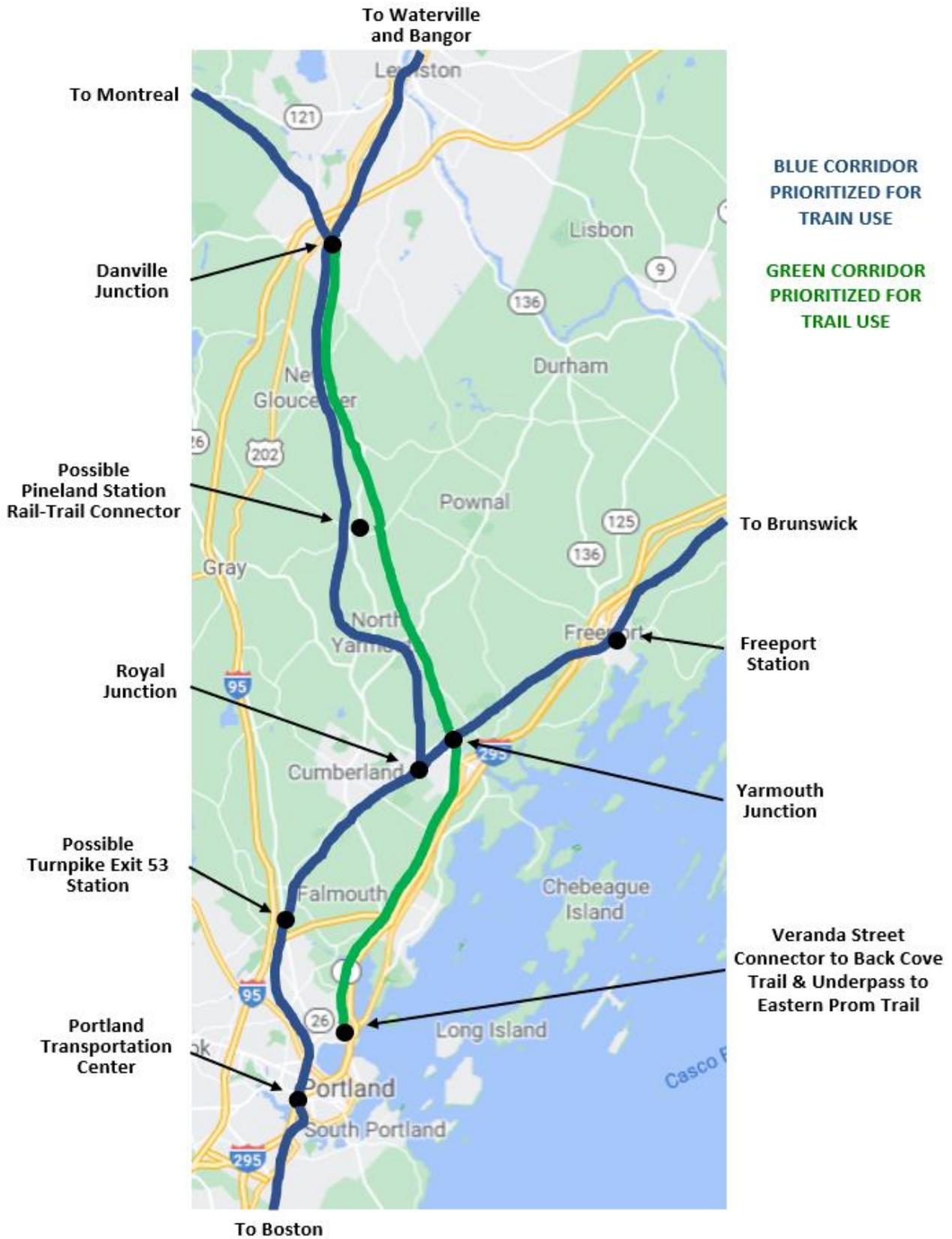
CASCO BAY TRAIL SYSTEM



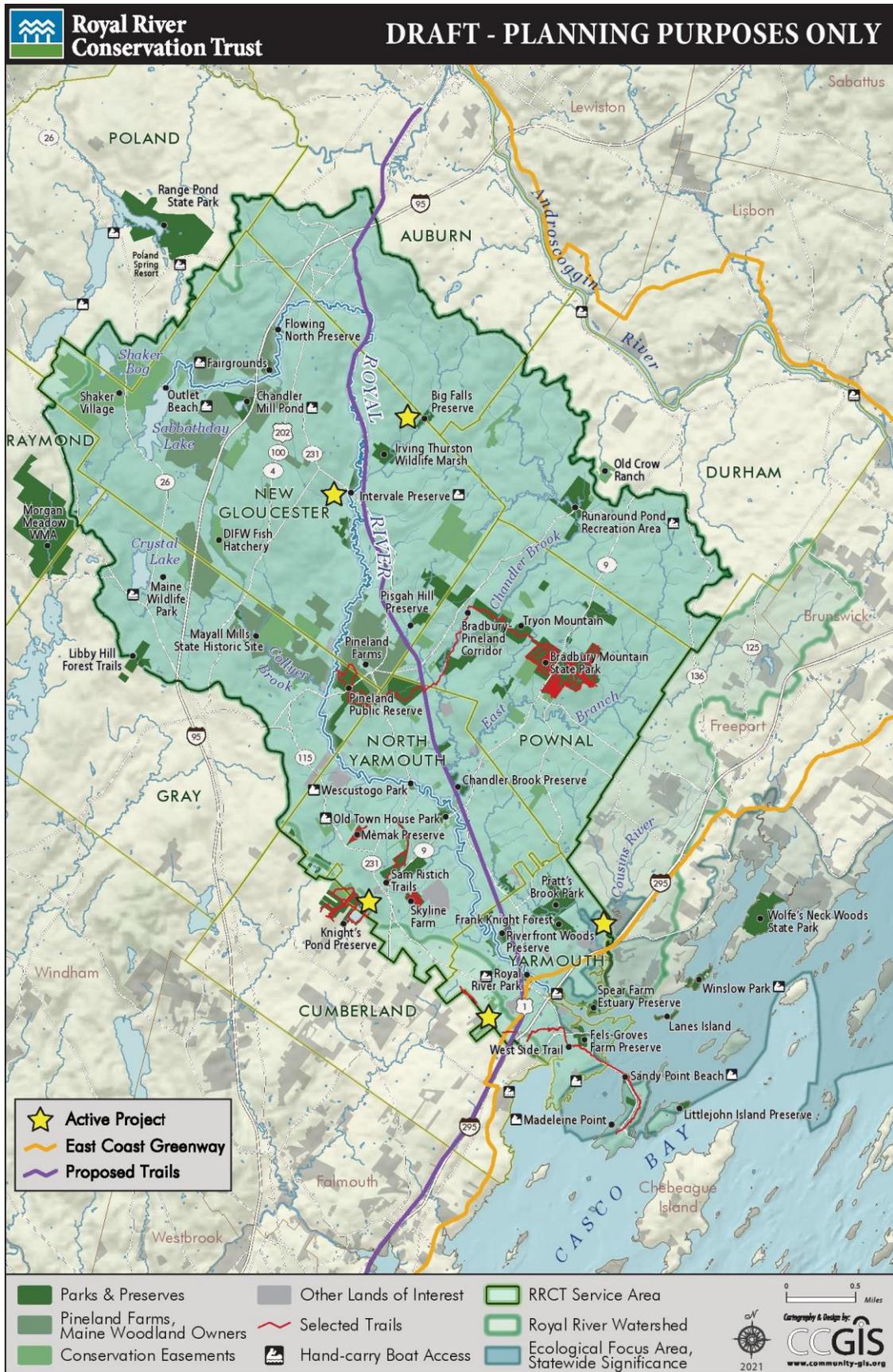
KEY ISSUES AND RECENT DEVELOPMENTS

1. The Casco Bay Trail network would be anchored by a multi-use trail on the St. Lawrence and Atlantic rail corridor between Portland and Auburn, passing through North Yarmouth. This corridor is state-owned and unused by trains.
2. There is a second, still-active rail corridor between Portland and Lewiston-Auburn that could be used for passenger rail service, thereby advancing both public purposes.
3. The corridor through North Yarmouth would connect many conservation lands in the Royal River watershed, as well as connecting to trails through Pineland Farm and Bradbury Mountain state park.
4. The legislature just enacted LD 1133, which creates a *Rail Corridor Advisory Council* process. This process is explicitly designed to evaluate alternative uses of corridors like the St. Lawrence and Atlantic. MaineDOT has already committed to using the process to evaluate prospective rail-trails between Brunswick and Augusta (the Merrymeeting Trail) and between Portland and Fryeburg (the Mountain Division Trail).
5. The trigger for MaineDOT to initiate a *Rail Corridor Advisory Council* is having the municipalities along the corridor request it. We would love to get the St. Lawrence and Atlantic corridor on MaineDOT's evaluation agenda at the same time or shortly after their evaluations of these other corridors.
6. There is an unused freight easement on the St. Lawrence and Atlantic corridor that expires at the end of October. MaineDOT has indicated that municipal interests along the corridor are a key input to their evaluation of whether to renew the easement.
7. Would the North Yarmouth Select Board consider a resolution calling on MaineDOT to allow the easement to expire, and to create a *Rail Corridor Advisory Council* to evaluate the best future use of the St Lawrence and Atlantic corridor?

COMPLEMENTARY PASSENGER TRAIN SERVICE BETWEEN PORTLAND AND LEWISTON-AUBURN



CONNECTING CONSERVATION LANDS IN THE ROYAL RIVER WATERSHED





Town of North Yarmouth, Maine

RESOLUTION

Request to MDOT for the Creation of a Rail Corridor Use Advisory Council for the Casco Bay Trail

Whereas the Casco Bay Trail network includes in its vision a 26-mile, disused rail corridor (hereinafter “Casco Bay and Royal River SLA Corridor”) from Portland to Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn, currently known as the St Lawrence and Atlantic rail corridor, that was acquired by the State of Maine in 2007 and 2010;

Whereas the Casco Bay Trail Alliance, formed in 2019, created a vision, and is leading the effort, to convert the Casco Bay and Royal River SLA Corridor to a multi-purpose “trail-until-rail” to be included in an off-road multi-use trail network connecting Portland, Lewiston-Auburn, and Brunswick, Maine;

Whereas the Casco Bay Trail network is part of a broader Maine Trail Plan issued by the Maine Trails Coalition in 2020, which calls for the construction of multiple specific rail-trail projects over the next decade, each of which would connect with existing multi-use trail infrastructure;

Whereas long-distance multi-use trails are a key recommendation of a 2010 report “Improving Maine’s Quality of Place Through Integrated Bicycle and Pedestrian Connections” by the Maine Dept. of Transportation, State Planning Office, Dept. of Conservation, and Center for Disease Control and Prevention;

Whereas the Governor has recently signed into law LD 1133, allowing for the creation of Rail Corridor Advisory Councils to “facilitate discussion, gather information and provide advice to the commissioner regarding future use” of rail corridors owned by the State;

Whereas a freight operator, Genesee and Wyoming, holds an operator easement, but is not currently operating freight service on the rail line;

Whereas the freight operator is subject to a contract with the Maine Department of Transportation (“the 2018 Amended Discontinuance Agreement”), stating that, unless freight rail service is resumed by November 1, 2021, the operator “shall . . . seek authority from the [Surface Transportation Board] to abandon the Railroad Line. Maine DOT shall not object to the proposed abandonment;”

Whereas it is recognized that some part of the rail corridor is potentially also suitable for future passenger rail service, but that a 2019 study commissioned by the Maine Department of Transportation (“Lewiston Auburn Passenger Rail Service Plan”) recommended that any future passenger rail between Portland and Lewiston-Auburn should avoid the Casco Bay and Royal River SLA corridor south of Yarmouth;

Whereas the 2018 Town of North Yarmouth Comprehensive Plan reports survey findings that 96 percent of respondents ranked trail networks as very important or somewhat important for the Town to preserve and protect;

Whereas over 90 percent of respondents to the Comprehensive Plan survey ranked scenic views, Royal River Corridor/greenway, public access to open space, and Royal River access as very important or somewhat important;

Whereas there is an alternative corridor that could also be used to extend passenger train service between Portland and Lewiston-Auburn that is still actively used by trains, including Amtrak, thereby allowing both public purposes, trains and trails;

Whereas it could be a benefit for the Town of North Yarmouth to express its interest in the Casco Bay and Royal River SLA Corridor to MaineDOT

NOW, THEREFORE, BE IT RESOLVED that the Municipal Officers of North Yarmouth hereby petitions the Department of Transportation to:

1. Create a Rail Corridor Use Advisory Council to consider future use of the Casco Bay SLA Corridor as a multi-use trail
2. Enforce the 2018 Amended Discontinuance Agreement, or, in the alternative, provide a notice-and-comment procedure to consider public comment before amending or extending that agreement.

Approved: September 7, 2021

Brian Sites, Chairperson

James Moulton, Vice Chairperson

Austin Harrell

David Reed

Paul Hodgetts

Certification

I, the undersigned, do hereby certify:

That I am the duly appointed Town Clerk of the Town of North Yarmouth and acting; and

That the above-mentioned constitutes a Resolution of the Select Board of said Town, as duly adopted at a meeting of the Select Board thereof, held on the 7th day of September 2021.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Town of North Yarmouth, this _____ day of _____, 2021.

Debbie Allen Grover, Town Clerk
Town of North Yarmouth

September 7, 2021

Agenda - Section III. Meeting Minutes

- *Move to approve the minutes for August 3, 2021, as amended and presented. Second, discussion and vote follow.*
- *Move to approve the special meeting minutes for August 11, 2021, as presented. Second, discussion and vote follow.*
- *Move to approve the special meeting minutes for August 16, 2021, as presented. Second, discussion and vote follow.*
- *Move to approve the meeting minutes for August 17, 2021, as presented. Second, discussion and vote follow.*

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, August 3, 2021
Wescustogo Hall & North Yarmouth Community Center**

Call to Order – Brian Sites, James Moulton, Austin Harrell, David Reed, and Paul Hodgetts were present. Chairperson Sites called the meeting to order at approximately 7:00 PM.

Special Presentation (9:34) – Renee Lachapelle presented to the Board the certified ratio that has changed from 100% to 95%. The Assessor described the process that takes place from the state level and from her level. The Assessor reported that she chose highest ratio possible to reduce any burden on the tax payer. The Assessor further described the impact to tax payers based on her calculations for an individual tax account. Selectperson Harrell asked how the town would keep the certified ratio at 100%. The Assessor described the process of a revaluation which would take place as the certified ratio reaches below 70%. The Assessor further described the requirements to conduct a revaluation as well as what takes place during the revaluation. The Assessor also described the State Assessor's roles in auditing the assessing records. The Assessor did not recommend a revaluation based on the higher rates in the current housing market. Selectperson Moulton asked clarifying information regarding the Assessor's presentation. Chairperson Sites recognized Paul Napolitano, Mill Ridge Road. Mr. Napolitano inquired about the Assessor's role in changing the numbers to keep the certified ratio at 100%. The Assessor clarified that she does not change any numbers with a revaluation coming from the town. Linc Merrill, North Road, mentioned a change in percentages that took place years prior. The Assessor stated that she was not aware of those changes. Selectperson Moulton asked if his valuation would stay the same unless a revaluation took place. The Assessor responded in the affirmative. Selectperson Moulton discussed with the Assessor regarding a possible update that was stated to take place in previous years. Mr. Merrill, North Road, made further comments. Chairperson Sites asked what tools were available to a town to do an update versus a revaluation. The Assessor responded that sales studies can take place for properties selling at a higher rate than what's being assessed, however the assessor needs to be careful and make sure that valuations are equitable, which the state measures. Mr. Napolitano responded that the Board should work towards achieving a 100% certified ratio in the future. Selectperson Moulton and Reed responded that they understood Mr. Napolitano's concerns. Ben Thompson, Director of Cumberland County Regional Assessing, provided additional context which described how additional adjustments in the valuation to bring up the certified ratio to 100% could not be best way forward for the town. Selectperson Reed responded by asking Mr. Thompson when he believed a revaluation would be necessary. Mr. Thompson responded that it would depend on the Assessor; the decision is up to the Assessor, by law. Mr. Thompson further clarified the authority of the Assessor when determine the final ratio from the certified ratio provided by the state. Chairperson Sites recognized Scott Kerr, New Gloucester Road. Mr. Kerr inquired on the duties of the Assessor. The Assessor spoke about quarterly reviews where she is required to go through all the properties quarterly and make sure if any additions to the property are properly recorded in the assessing files. Selectperson Moulton asked Debbie Grover, Acting Town Manager, if she was aware of the reviews taking place in the past. Acting Town Manager Grover was not aware of the reviews taking place. Larry Lonagan, resident, inquired if the certified ratio effected the state aid impact on the school budget. Mr. Thompson responded.

Minutes of Previous Meeting(s) (46:36) – Chairperson Sites moved to approve the minutes for July 6, 2021 as amended and presented. Selectperson Harrell seconded the motion. Discussion: Chairperson Sites clarified that the minutes were updated since they were originally brought to the Board on July 20th. **Vote: 5 Yes – 0 No.** Selectperson Moulton moved to approve the minutes for July 20, 2021, as presented. Selectperson Hodgetts seconded. Discussion: none. **Vote: 5 Yes – 0 No.** Selectperson Reed moved to approve the minutes for July 23, 2021, as presented. Selectperson Harrell seconded. Discussion: Chairperson Sites clarified a previous statement on July 23rd involving the Board planning to bring forth candidates for the town manager position to a public meeting for public participation to ask questions to the candidates. Chairperson Sites clarified that the Board was advised by legal not to do so. Selectperson Hodgetts asked that the minutes be changed to correct the title of Chairperson to Selectperson Reed under "Adjournment". **Vote: 5 Yes – 0 No.**

Executive Session (50:20) – Chairperson Sites moved that the Board enter Executive Session pursuant to Title 1, M.R.S., Chapter 13, Public Records and Proceedings, §405 Executive Sessions §6(A) to consider the employment of an interim town manager. Selectperson Moulton seconded. Discussion: none. **Vote: 5 Yes – 0 No.** Chairperson Sites moved to bring the Board back into regular session at around 8:30 PM. Selectperson Moulton seconded. Discussion: none. **Vote: 5 Yes – 0 No.** Chairperson Sites moved to extend the timeline of

Debbie Grover being the Acting Town Manager until August 12, 2021 and not to exceed that date. Selectperson Moulton seconded. Discussion: Chairperson Sites clarified his motion for the public. **Vote: 5 Yes – 0 No.**

Public Comment - Non-Agenda Items (1:30:37) - Kit Maloney, Walnut Hill Road, requested that the Select Board place on their next agenda how the Board plans on supporting the Public Works Department and economic development projects that were approved at town meeting. Selectperson Reed stated that he would like to see projects continued but disagreed with Maine Design Workshop's vision for the town. Chairperson Sites clarified that the Select Board has not asked Selectperson Reed to reach out to organizations who could replace Maine Design Workshop. Bill Young, Sweetser Road, asked how the funds provided by PACTS, up to \$300,000.00, was tied with the Tax Increment Financing approved projects. Chairperson Sites asked Clark Baston, Road Commissioner, to speak to the approved project. The Road Commissioner explained the project on Route 115 beyond Stone's Café to improve walkability in the Village Center. The Road Commissioner clarified that part of the project will be taken from the TIF. Selectperson Moulton inquired where the preliminary cost came from. The Road Commissioner responded that Maine Design Workshop provided those numbers. Chairperson Sites clarified the timeline of the project. Chairperson Sites stated that he would put the topic on an agenda for a future meeting. Byron Kern, Smith Wood Drive, stated his intentions of opening a brewery in town and described the benefits for small businesses if the town moves forward to build connectivity in the village center as well as other projects that support small business growth. Selectperson Reed responded that he doesn't want Mr. Kern's business intentions to be affected due to the termination of the Maine Design Workshop contract. Mr. Kern suggested that that the Select Board not take up any new businesses after 10 PM as well as concerns with communication from the Select Board. Selectperson Reed suggested that the Board table items in the future. Chairperson Sites responded to Mr. Kern's concerns. Mr. Young inquired on who extended the contract for three (3) years. Chairperson Sites responded that the contractor drafts their own contracts for Select Board consideration. Mike Mallory, Walnut Hill Road, inquired where the Board stands on receiving a contract for Sharp's Field. Selectperson Moulton provided an update on the town's efforts to draft a contract and place a sign.

Management Reports & Communications (1:49:42):

The Town Manager's Report can be found on the town website, www.northyarmouth.org, or at the Town Office. The Acting Town Manager read the Town Manager's Report to the Board. Chairperson Sites asked how many participants utilize the Self-Help Homeownership Program in North Yarmouth. The Acting Town Manager responded. Chairperson Sites moved to allow the Acting Town Manager to endorse the letter addressed to Sandy Albert, Director of Community Concepts. Selectperson Hodgetts seconded. Discussion: none. **Vote: 5 Yes – 0 No.**

Old Business (1:54:04):

Casco Bay Trails – Set Public Hearing – Selectperson Moulton moved to hold a public hearing on September 7, 2021 for the purpose of reviewing the proposed resolution presented to the Board on July 20, 2021 at 7 PM. Selectperson Reed seconded. Discussion: none. **Vote: 5 Yes – 0 No.**

Hiring New Town Manager Committee – Discussion Item

Chairperson Sites requested that the Select Board table the item due to pending information.

New Business (1:56:51):

Fuel Island Bid Review – Selectperson Hodgetts inquired where the fuel island would be. The Road Commissioner responded that the island would be closer to the administrative offices on the Public Works property. Selectperson Moulton moved to approve the Fuel Island Bid, as written. Selectperson Hodgetts seconded. Discussion: none. **Vote: 5 Yes – 0 No.**

Appointment – Planning Board – Chairperson Sites moved to appoint Kimry Corrette as a full member of the Planning Board with a term to expire on June 30, 2024. Selectperson Reed seconded. Discussion: Selectperson Reed inquired if Ms. Corrette would like to speak. The Acting Town Manager reminded the Board that an email was provided to them by the Planning Board Chair, Audrey Lones. Selectperson Reed made a comment regarding potential volunteers attending meetings where they are appointed to a board. **Vote: 5 Yes – 0 No.**

Town Manager Appointments – Debbie Grover explained that she needed to be appointed as General Assistance Administrator. Selectperson Reed moved to appoint Debbie Grover as the town’s General Assistance Administrator. Discussion: Chairperson Sites asked if the term needed to be set to a specific date. The Acting Town Manager responded in the negative. **Vote: 5 Yes – 0 No.**

Accounts Payable (2:02:38) – Chairperson Sites moved to approve accounts payable warrants 3 & 4 in the amount of \$167,614.45, as presented. Selectperson Moulton seconded. Discussion: Selectperson Moulton inquired on a check payable to Foreside Outdoor Power. The Road Commissioner responded that the charge was for equipment replacements and repairs. Selectperson Moulton also inquired on a check payable to Hancock Lumber. The Road Commissioner stated that he believed that the funds were for new informational signs. Selectperson Moulton inquired on a charge made to Snap on and Southworth Milton. The Road Commissioner responded. **Vote: 5 Yes – 0 No.**

Any Other Business (2:06:10) – Selectperson Reed suggested that the Select Board discuss their goals at the next meeting with park connectivity as part of the discussion. Chairperson Sites asked the Board to send their goals to the Executive Assistant to the Town Manager. Selectperson Hodgetts inquired on bills made payable to Bern Stein Shur and Ransom Consulting. Chairperson Sites responded that he will follow up with Selectperson Hodgetts after the meeting. Chairperson Sites recognized Judy Potter, Walnut Hill Road. Ms. Potter asked what the Board was doing about charter amendments. The Chairperson stated that he asked the town attorneys to look into the topic. Selectperson Reed also responded that the charter amendment should have been conducted by secret ballot but needed to be challenged within thirty (30) days.

Adjournment – Selectperson Reed moved to adjourn. Selectperson Hodgetts seconded. Discussion: none. **Vote: 5 Yes – 0 No.**

Prepared By: Draven Walker
Executive Assistant/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

Austin Harrell

David Reed

Paul Hodgetts

**Town of North Yarmouth
Select Board
Meeting Minutes of Wednesday, August 11, 2021
Wescustogo Hall & North Yarmouth Community Center**

Call to Order – Brian Sites, James Moulton, Austin Harrell, David Reed, and Paul Hodgetts were present. Chairperson Sites called the meeting to order at approximately 7:50 AM.

Executive Session (6:50) – Chairperson Sites moved that the Select Board move into executive session pursuant to Title 1, M.R.S Chapter 13, Public Records and Proceedings, § 405, Executive Sessions § 6(A) to consider the position of the interim town manager. Selectperson Harrell seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.** The Board came out of executive session at approximately 8:09 AM. Chairperson Sites moved that the Select Board come out of executive session. Selectperson Reed seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.**

New Business (25:41) – Chairperson Sites gave a brief explanation to the public regarding the town manager search being conducted by Selectperson Moulton and Harrell. Chairperson Sites read Article III, section 6 of the Town’s charter. Chairperson Sites explained that the Select Board requested attorney review of the section in reference to regional cooperation of a town manager. Chairperson Sites clarified that the Board will only take up the item of accepting Debbie Grover’s resignation letter as Town Manager due to the review not being completed prior to the meeting. Chairperson Sites read Ms. Grover’s letter to the Board which included her resignation from all positions she appointed herself to as Town Manager. Chairperson Sites moved to approve Debbie Grover’s resignation as of August 12, 2021. Selectperson Reed seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.** Selectperson Harrell inquired if an additional meeting will take place before the next regular business meeting. The Chairperson responded in the affirmative but he was not sure the exact date yet. Chairperson Sites provided more updates regarding a contract with the Town of Cumberland.

Adjournment – Selectperson Moulton moved to adjourn. Selectperson Reed seconded. Discussion: none. **Vote: 5 Yes – 0 No.** The Board adjourned at approximately 8:16 AM.

Prepared By: Draven Walker
Executive Assistant/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

Austin Harrell

David Reed

Paul Hodgetts

**Town of North Yarmouth
Select Board
Meeting Minutes of Monday, August 16, 2021
Wescustogo Hall & North Yarmouth Community Center**

Call to Order – Brian Sites, James Moulton, Austin Harrell, David Reed, and Paul Hodgetts. Chairperson Sites called the meeting to order at approximately 7:45 AM.

Executive Session – Chairperson Sites moved that the Select Board enter into executive session pursuant to Title 1, M.R.S Chapter 13, Public Records and Proceedings, § 405, Executive Sessions § 6(A) to consider the employment of an interim town manager. Selectperson Harrell seconded the motion. Discussion: Chairperson Sites recognized Paul Napolitano, Mill Ridge Road. Mr. Napolitano expressed his concern with the title of the executive session not being posted on the agenda. Chairperson Sites responded. Mr. Napolitano made additional comments inquiring why the discussion was not being allowed in a public meeting. Selectperson Moulton and Reed responded to Mr. Napolitano. Chairperson Sites called the vote. **Vote: 4 Yes – 0 No – 1 Abstain (Selectperson Reed)** The Select Board went into executive session at approximately 7:48 AM. Chairperson Sites moved to bring the Board back into regular session. Selectperson Reed seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.** The Board came back into regular session at approximately 8:20 AM.

Old Business:

Interim Town Manager Appointment – Chairperson Sites explained the process for appointing an interim town manager after the town attorney was able to review the charter. The findings described by Chairperson Sites were that the attorney felt the Board had the authority to appoint an employee of the Town of Cumberland as the town's interim town manager and that it was suggested that the board could go a step further and hold a town meeting to codify the decision. Chairperson Sites reported that the Select Board will not hold a special town meeting to address the issue. Chairperson Sites moved to appoint Christopher Bolduc as the town's interim town manager for an undefined temporary period. Selectperson Reed seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.** Chairperson Sites recognized Linc Merrill, North Road, who asked if the Board would establish a pay rate for services. Chairperson Sites responded that it would be addressed at the next meeting.

New Business:

Schedule Select Board Special Meeting – The Board, by unanimous consent, did not act on the agenda item.

Set Special Town Meeting Date – The Board, by unanimous consent, did not act on the agenda item.

Adjournment – Selectperson Harrell moved to adjourn. Selectperson Reed seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.** The Board adjourned at approximately 8:25 PM.

Prepared By: Draven Walker
Executive Assistant/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

Austin Harrell

David Reed

Paul Hodgetts

September 7, 2021

Section VI. Management Reports & Communications

- July Financial Reports
- Interim Town Manager's Report

Report(s) herein.

RECEIVED

AUG 25 2021

BY: _____

Eric Gagnon
Superintendent

Yarmouth Water District
PO Box 419, 181 Sligo Road
Yarmouth, Maine 04096
(207) 846-5821 fax (207) 846-1240
www.YarmouthWaterDistrict.org

Irving C. Felker, Jr.
Chairman, Board of Trustees

To Our Customers,

The Yarmouth Water District (the District) will be filing a revised rate schedule with the Maine Public Utilities Commission, to be effective January 1, 2022. The filing is made under provisions of 35-A-M.R.S.A. Section 6104. The docket number for the filing is 2021-00248.

Present rates were effective March 1, 2019. Since the last rate increase, operating expenses have increased and a new bond is being issued for capital improvements. In order to pay its current debt service obligations and continue properly maintaining its water system, the District is proposing an overall revenue increase of \$182,330 as shown below. The percentages below are calculated based upon gross revenue net of FPL Energy Wyman, LLC (FPL) revenue which is governed by contract.

Residential	\$101,235	9.67%
Commercial	\$ 11,712	9.67%
Industrial (net of FPL)	\$ 534	9.67%
Public Authorities	\$ 2,825	9.67%
Public Fire Protection	\$ 54,500	9.82%
Private Fire Protection	\$ 11,524	9.67%
Other Operating Revenues (net of FPL)	\$ 0	0.00%
	<u>\$182,330</u>	<u>9.68%</u>

The minimum water bill would increase from \$54.13 per quarter to \$59.36 per quarter or an increase of less than 6 cents per day (assuming annual 5/8" meter). The average residential customer bill, using 2,000 cubic feet usage, would increase from \$89.57 per quarter to \$98.24 per quarter or an increase of less than 10 cents per day (assuming annual 5/8" meter).

The public fire protection increase is governed by Public Utilities Commission Chapter 69. In accordance with Chapter 69, the public fire protection revenue is set at 30% of total operating revenue net of FPL.

A public hearing will be held on Tuesday, September 14, 2021 at 5:30 PM at the Yarmouth Water District office located at 181 Sligo Road, Yarmouth, at which time complete details will be furnished in support of the increase.

You may inspect data relating to the present and proposed rates at the District before the hearing. If you have any questions or desire additional information, you may contact Eric Gagnon, Treasurer and Superintendent, Yarmouth Water District at (207)-846-5821, PO Box 419, Yarmouth, ME 04096. You have the right to an open and fair hearing and the right to further hearings before the Commission. The Public Advocate is available for assistance to you in this matter upon request. The Public Utilities Commission may be contacted at (207)-287-3831, 18 State House Station, Augusta, ME 04333, or the Public Advocate at (207)-624-3687, 112 State House Station, Augusta, ME 04333.

If, within 30 days of the public hearing, 15% of the customers of the District file with the District and the Commission petitions demanding a review of the rate changes by the Commission, the rate change may be suspended, investigated, reviewed, and changed in accordance with Section 310. Signatures on the petition are invalid unless accompanied by the printed names and address of the signers. Upon request the District will provide customers with the appropriate petition forms.

**EXPENSE SUMMARY REPORT
JULY 2021**

Departments	FY21 Budget	Debits	Credits	Unexpended Balance	%	FY22 Budget	Debits	Credits	Unexpended Balance	%
110 - MUNICIPAL ADMINISTRATION										
01 - OPERATIONS	352,767.00	31,134.71	2,750.00	324,382.29		386,816.00	26,344.63	0.00	360,471.37	
02 - CONTR/PROF	119,958.00	2,293.00	0.00	117,665.00		126,226.00	2,886.50	0.00	123,339.50	
Totals	472,725.00	33,427.71	2,750.00	442,047.29	6.49%	513,042.00	29,231.13	0.00	483,810.87	5.70%
120 - COMMUNITY SERVICES										
01 - CEO/PLAN	115,375.00	9,033.56	0.00	106,341.44		141,329.00	9,119.16	0.00	132,209.84	
02 - ECONOM DEV	90,000.00	2,000.00	0.00	88,000.00		500.00	0.00	0.00	500.00	
03 - PKS/REC	7,850.00	0.00	0.00	7,850.00		14,700.00	0.00	0.00	14,700.00	
04 - GENL ASST	8,288.00	0.00	0.00	8,288.00		4,688.00	50.00	0.00	4,638.00	
05 - SOC SERVC	3,871.00	0.00	0.00	3,871.00		3,892.00	0.00	0.00	3,892.00	
06 - CEMETERIES	1,815.00	0.00	0.00	1,815.00		1,615.00	0.00	0.00	1,615.00	
07 - LIVING WELL	1,450.00	0.00	0.00	1,450.00		1,450.00	191.53	0.00	1,258.47	
Totals	228,649.00	11,033.56	0.00	217,615.44	4.83%	168,174.00	9,360.69	0.00	158,813.31	5.57%
125 - COMMUNITY CENTER										
01 - OPERATIONS	60,561.00	4,232.00	0.00	56,329.00		61,521.00	4,286.40	0.00	57,234.60	
Totals	60,561.00	4,232.00	0.00	56,329.00	6.99%	61,521.00	4,286.40	0.00	57,234.60	
130 - PUBLIC SAFETY										
01 - FIRE RESCUE	332,820.00	11,034.30	0.00	321,785.70		366,029.00	14,144.55	0.00	351,884.45	
02 - CONTR/PROF	115,719.00	5,081.16	0.00	110,637.84		126,303.00	19,177.55	0.00	107,125.45	
Totals	448,539.00	16,115.46	0.00	432,423.54	3.59%	492,332.00	33,322.10	0.00	459,009.90	6.77%
140 - PUBLIC WORKS										
01 - OPERATIONS	464,058.00	19,905.69	0.00	444,152.31		471,802.00	19,963.94	0.00	451,838.06	
Totals	464,058.00	19,905.69	0.00	444,152.31	4.29%	471,802.00	19,963.94	0.00	451,838.06	4.23%
145 - BUILDINGS & GROUNDS										
01 - OPERATIONS	43,639.00	2,615.47	0.00	41,023.53		44,814.00	2,371.84	0.00	42,442.16	
02 - UTILITIES	51,130.00	762.84	0.00	50,367.16		46,351.00	618.17	0.00	45,732.83	
03 - FACLTY MAINT	33,091.00	0.00	0.00	33,091.00		37,631.00	19.64	0.00	37,611.36	
Totals	127,860.00	3,378.31	0.00	124,481.69	2.64%	128,796.00	3,009.65	0.00	125,786.35	2.34%
150 - SOLID WASTE & RECYCLING										
01 - SOLID WASTE	230,733.00	0.00	0.00	230,733.00		222,821.00	0.00	0.00	222,821.00	
Totals	230,733.00	0.00	0.00	230,733.00	0.00%	222,821.00	0.00	0.00	222,821.00	0.00%
160 - FIXED EXPENSES										
01 - DEBT SERVICE	280,650.00	0.00	0.00	280,650.00		275,400.00	0.00	0.00	275,400.00	
02 - EE BENEFITS	444,881.00	20,566.98	0.00	424,314.02		416,811.00	28,880.20	0.00	387,930.80	
03 - INSURANCE	46,906.00	184.00	0.00	46,722.00		45,774.00	22,494.50	0.00	23,279.50	
04 - EDUCATION	7,898,211.00	658,184.24	0.00	7,240,026.76		8,230,390.00	685,865.92	0.00	7,544,524.08	
05 - SHARED SVCS	201,577.00	0.00	0.00	201,577.00		321,651.00	0.00	0.00	321,651.00	
06 - COUNTY TAX	416,874.00	0.00	0.00	416,874.00		395,947.00	0.00	0.00	395,947.00	
Totals	9,289,099.00	678,935.22	0.00	8,610,163.78	7.31%	9,685,973.00	737,240.62	0.00	8,948,732.38	7.61%
Final Totals	11,322,224.00	767,027.95	2,750.00	10,557,946.05	6.75%	11,744,461.00	836,414.53	0.00	10,908,046.47	7.12%

REVENUE SUMMARY REPORT
JULY 2021

100 - REVENUES	FY21					FY22				
	Budget	Debits	Credits	Uncollected Balance	%	Budget	Debits	Credits	Uncollected Balance	%
4010 - AGENT FEES	12,100.00	0.00	2,074.00	10,026.00	17.14	13,000.00	0.00	1,543.00	11,457.00	11.87
4020 - RESCUE FEES	60,000.00	0.00	5,163.20	54,836.80	8.61	50,000.00	0.00	174.84	49,825.16	0.35
4030 - APPEALS	50.00	0.00	0.00	50.00	0.00	50.00	0.00	0.00	50.00	0.00
4040 - BETE REIMBURSEMENT	42,712.00	0.00	0.00	42,712.00	0.00	53,685.00	0.00	0.00	53,685.00	0.00
4050 - BOAT EXCISE	5,950.00	0.00	1,167.40	4,782.60	19.62	5,500.00	0.00	548.20	4,951.80	9.97
4060 - BUILDING PERMITS	75,000.00	0.00	18,681.05	56,318.95	24.91	62,000.00	0.00	7,000.01	54,999.99	11.29
4067 - BURN PERMITS - ONLINE	240.00	0.00	0.00	240.00	0.00	200.00	0.00	0.00	200.00	0.00
4080 - CATV FRANCHISE FEES	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	0.00
4090 - CELL TOWER RENTAL	40,000.00	0.00	3,539.37	36,460.63	8.85	42,000.00	0.00	3,624.45	38,375.55	8.63
4110 - CEO MISC. PERMITS	250.00	0.00	0.00	250.00	0.00	4,750.00	0.00	0.00	4,750.00	0.00
4115 - CEO ADMIN FEES	-	-	-	-	-	7,500.00	0.00	1.00	7,499.00	0.01
4130 - CLERK FEES	800.00	0.00	4.00	796.00	0.50	700.00	0.00	135.00	565.00	19.29
4140 - CUSTOMER SERVICES FEES	650.00	0.00	30.00	620.00	4.62	350.00	0.00	34.00	316.00	9.71
4150 - DOG LICENSE FEES	1,650.00	0.00	8.00	1,642.00	0.48	1,550.00	0.00	55.00	1,495.00	3.55
4157 - PARK USE PERMIT DOGS	1,200.00	0.00	0.00	1,200.00	0.00	500.00	0.00	0.00	500.00	0.00
4160 - ELECTRICAL PERMITS	15,500.00	0.00	2,120.88	13,379.12	13.68	11,000.00	0.00	440.60	10,559.40	4.01
4200 - GENEALOGY SEARCH	150.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00
4210 - GENERAL ASSISTANCE	2,500.00	0.00	0.00	2,500.00	0.00	700.00	0.00	0.00	700.00	0.00
4220 - HOMESTEAD EXEMPTION	333,594.00	0.00	51,132.00	282,462.00	15.33	323,222.00	0.00	81,089.00	242,133.00	25.09
4240 - INSURANCE CLAIMS	-	-	-	-	-	0.00	0.00	0.00	0.00	0.00
4255 - EMA REIMBURSEMENTS	-	-	-	-	-	8,000.00	0.00	0.00	8,000.00	0.00
4257 - CARES ACT - COVID19	-	-	-	-	-	0.00	0.00	0.00	0.00	0.00
4260 - LOCAL ROAD ASSISTANCE	27,400.00	0.00	0.00	27,400.00	0.00	25,000.00	0.00	0.00	25,000.00	0.00
4265 - PROPERTY & CASUALTY	5,500.00	0.00	5,025.00	475.00	91.36	5,000.00	0.00	4,555.00	445.00	91.10
4270 - MSAD ELECTIONS	1,600.00	0.00	0.00	1,600.00	0.00	1,700.00	0.00	0.00	1,700.00	0.00
4280 - MISC REVENUES	1,200.00	0.00	191.60	1,008.40	15.97	1,200.00	0.00	0.00	1,200.00	0.00
4290 - BMV EXCISE	828,750.00	0.00	118,142.23	710,607.77	14.26	950,000.00	0.00	98,202.40	851,797.60	10.34
4310 - PEER REVIEW	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
4320 - PLANNING BOARD	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00	0.00
4330 - PLUMBING PERMITS	18,000.00	0.00	1,282.50	16,717.50	7.13	10,000.00	0.00	450.00	9,550.00	4.50
4335 - PRIVATE ROAD SIGNS	300.00	0.00	0.00	300.00	0.00	300.00	0.00	0.00	300.00	0.00
4340 - RENTAL FEES	10,200.00	0.00	850.00	9,350.00	8.33	10,200.00	0.00	850.00	9,350.00	8.33
4345 - WH&CC FEES	51,970.00	0.00	375.00	51,595.00	0.72	51,400.00	0.00	2,812.50	48,587.50	5.47
4350 - REVENUE SHARING	271,799.00	0.00	31,822.43	239,976.57	11.71	423,770.00	0.00	60,121.12	363,648.88	14.19
4360 - SALE OF ASSETS	-	-	-	-	0.00	2,700.00	0.00	0.00	2,700.00	0.00
4370 - SITE PLAN REVIEW	1,200.00	0.00	0.00	1,200.00	0.00	750.00	0.00	0.00	750.00	0.00
4380 - SNOWMOBILE REIMBUR	1,250.00	0.00	0.00	1,250.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
4390 - SOLID WASTE/RECYCLING	148,000.00	0.00	30,065.00	117,935.00	20.31	170,000.00	0.00	14,912.50	155,087.50	8.77
4400 - SW HAULER PERMIT	75.00	0.00	0.00	75.00	0.00	75.00	0.00	0.00	75.00	0.00
4420 - TAX INTEREST	15,000.00	57.40	4,168.76	10,888.64	27.41	12,000.00	0.00	2,776.96	9,223.04	23.14
4430 - TAX PENALTY	3,000.00	0.00	106.60	2,893.40	3.55	3,000.00	0.00	0.00	3,000.00	0.00
4450 - TIMBER HARVEST	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
4480 - TREE GROWTH EXEMPT	4,000.00	0.00	0.00	4,000.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00
4485 - CONSOLIDATED LEASE	6,000.00	0.00	500.00	5,500.00	8.33	6,000.00	0.00	0.00	6,000.00	0.00
4500 - VETERAN'S EXEMPTION	2,950.00	0.00	2,153.00	797.00	72.98	2,200.00	0.00	2,099.00	101.00	95.41
4510 - VITAL RECORDS	3,100.00	0.00	220.80	2,879.20	7.12	2,600.00	0.00	459.60	2,140.40	17.68
Final Totals	2,030,840.00	57.40	278,822.82	1,752,074.58	13.73	2,298,302.00	0.00	281,884.18	2,016,417.82	12.26

September 7, 2021

Section VI. Old Business

▪ Casco Bay Trails Resolution

The Board may address the item here or during the public hearing. If addressed during the public hearing, no further action is needed.

POSSIBLE ACTION ITEM

Move to approve and endorse the proposed resolution, as presented by the Casco Bay Trail Alliance. Second, discussion and vote follow.

▪ Fire Company Lease – Review and Approve

After attorney review, the attached lease is being presented back to the Board for review and approval. The Fire Company agrees with the following changes. The Board may approve the lease using the first motion listed below or may also suggest further amendments that can be included using the second motion.

POSSIBLE ACTION ITEM

- 1) *Move that the Select Board approve the proposed lease agreement with the North Yarmouth Fire Company, as presented and amended by the town's attorney, and authorize the Interim Town Manager to complete, execute, and manage said agreement with representatives of the North Yarmouth Fire Company. Second, discussion and vote follow.*
 - 2) *Move that the Select Board approve the proposed lease agreement with the North Yarmouth Fire Company, as presented and amended by the town's attorney and as amended by the Select Board; furthermore, authorize the Interim Town Manager to complete, execute, and manage said agreement with representatives of the North Yarmouth Fire Company. Second, discussion and vote follow.*
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▪ Select Board Goals

At the last Select Board meeting, the Board asked staff to summarize their goals for discussion at their next meeting. The goals are summarized in the attached document included in the materials.

POSSIBLE ACTION ITEM

Move to establish the following Select Board goals [read from listed goals] for fiscal year 2022. Second, discussion and vote follow.

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this “Lease”) is made as of the ___ day of _____, 2021, by and between **TOWN OF NORTH YARMOUTH**, a body corporate and politic and Maine municipal corporation with a mailing address of 10 Village Square Road, North Yarmouth, ME (“Town”) and **NORTH YARMOUTH FIRE COMPANY**, a non-profit corporation organized and existing under the laws of the State of Maine with a mailing address of 463 Walnut Hill Road, North Yarmouth, ME 04097 (“Fire Company”).

RECITALS

WHEREAS, the Town owns the real estate located at 38 Memorial Highway, Town of North Yarmouth, State of Maine, Map 7, Lot 65, being the property commonly known as the Village Green and the former site of the Wescustogo Grange Hall (“Village Green Parcel”);

WHEREAS, the Fire Company desires to construct an Antique Fire Barn and Museum (the “Fire Barn”) on ~~the Premises~~ a portion of the Village Green Parcel;

~~WHEREAS, the Town acknowledges that constructing the Fire Barn will allow for the proper storage of valuable town memorabilia;~~

~~WHEREAS, the Town agrees to lease a portion of the Village Green Parcel to the Fire Company on the terms and conditions herein;~~

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration the parties agree to the following terms and conditions:

1. PREMISES LEASED. The Town does hereby lease to Fire Company, and the Fire Company does hereby lease from the Town, upon the terms and conditions herein, the Premises, being ± 3,486 square feet parcel of raw land located in North Yarmouth, Maine and more particularly depicted on **Exhibit A**, attached hereto and incorporated herein (the “Premises”). ~~The Fire Company accepts the Premises in “as is” condition and The Town and the Fire Company hereby agree and acknowledge that the Fire Company is the owner of the Fire Barn and that upon the expiration or early termination of this Lease, the Fire Company shall have the option to (i) remove the Fire Barn or (ii) leave the Fire Barn, subject to the terms and conditions herein.~~ without any express or implied warranties of suitability, merchantability, fitness for a particular purpose, or environmental fitness. The Town has made no representations or warranties, express or implied, and explicitly disclaims the same.

2. TERM/RENEWAL. This Lease shall commence [TBD] and shall be for an initial term of ninety-nine (99) years unless earlier terminated in accordance with the terms hereof (the “Term”). ~~This Lease shall automatically renew, upon the same terms and conditions stated herein, for successive periods of twenty-five (25) years, in perpetuity, unless and until terminated by either party~~ ~~—Upon~~ by written notice to the other sent at least six (6) months prior ~~written notice of~~ to the expiration of the then current lease Term. ~~Notwithstanding the foregoing, the~~

Town shall have the right to terminate this Lease at any point during the Term upon ninety (90) days prior written notice to the Fire Company.

3. RENT. The Fire Company and the Town agree and acknowledge that the Fire Company has paid One Dollar (\$1.00) as rent for the Term, including any extensions thereof. There shall be no further monetary Rent due under this Lease.

4. ~~REAL ESTATE TAXES and UTILITIES. The Fire Company shall assume and pay when due all charges for utility services rendered or supplied. The parties acknowledge that the Fire Company is exempt from real estate property taxes; any real estate taxes or other assessments that may become due during the term (except for any taxes related to the Fire Company's personal property) shall be borne by the Town.~~ The Fire Company shall obtain, in its name, all utility services required on the demised premises, including gas, electricity, telephone, fiber optic or cable communications, water, and sewer connections and services, and the Fire Company shall pay all charges for those services as they become due. If the Fire Company fails to pay the charges, the Town may elect to pay them and the Fire Company shall reimburse the Town for such payment within ten (10) days of receipt of an invoice therefor from the Town. The Town may elect to terminate this lease if lessee fails or refuses to pay the charges for utility services as assessed or incurred. The Town shall not be liable for any personal injury or property damage resulting from the negligent operation or faulty installation of utility services provided for use on the Premises, nor shall the Town be liable for any injury or damage suffered by the Fire Company as a result of the failure to make necessary repairs to the utility facilities. The Fire Company shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the Premises, resulting from the negligent or deliberate acts of the Fire Company, or its agents or employees. Nothing in this Lease shall impose upon the Town any obligation to provide any services for the benefit of the Fire Company, including but not limited to water, gas, electricity, heat, janitorial, snow and ice removal, or garbage removal, unless and to the extent expressly provided for in this Lease. The Fire Company shall obtain and pay for all of such services directly from third-party suppliers.

5. TAXES. The Fire Company shall pay and discharge when due, as part of the rental of the Premises, all state, municipal, and local taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name, nature, and kind that are or may be during the term of this Lease levied, assessed, imposed, or charged on the Premises, or on the buildings and improvements now on or later to be built or made on the Premises, and all of which may be levied, assessed, imposed, or charged on or against the leasehold estate and on the reversionary estate in the Premises during the term of this Lease or any renewal. Fire Company acknowledges that the Town is the municipal property tax assessing and collection authority for the jurisdiction where the Premises are located. The Town acknowledges that, as of ~~April 1, 2021~~ December 4, 2020, the Fire Company is recognized as exempt from real and personal property taxes pursuant to 36 M.R.S.A. § 652 as a corporation organized and conducted exclusively for benevolent and charitable purposes, and the Town does not intend to challenge such recognition unless there occurs a material change in facts or law.

~~6.~~ USE OF PREMISES; ASSIGNMENT/SUBLETTING.

- (a) Use. The Premises shall be used for activities consistent with the benevolent and charitable mission of the Fire Company and for no other purposes. The Fire Company shall not perform any act or carry on any practice which may damage the Premises or constitute a nuisance. ~~primarily for storing the Town's first new fire truck and other items of memorabilia as well as being used for modern day storage.~~
- (b) Assignment. The Fire Company shall not by operation of law or otherwise, assign, mortgage, or encumber this Lease or sublet or permit the Premises or any part thereof to be used by others, except to another non-profit organization with the same purpose and mission as that of the Fire Company, and, in any event, only upon the prior express written consent of the Town, which the Town may withhold in its sole and absolute discretion. ~~The Fire Company shall not perform any act or carry on any practice which may damage the Premises or constitute a nuisance.~~

76. MAINTENANCE AND REPAIR.

~~(a)~~ Maintenance. The Town shall have no obligation to maintain the Premises or any improvements thereon, including but not limited to the Fire Barn, during the Term of this Lease. The Fire Company shall, throughout the term of the Lease, keep and maintain or cause to be kept and maintained, in good repair and clean and orderly condition, the Premises, the Fire Barn, and any improvements ~~Improvements (as hereafter defined)~~ located or situated thereon, and all utility pipes, lines and conduits exclusively serving the Premises. If the Premises is not so maintained by the Fire Company and such failure to maintain continues following thirty (30) days following notice of such failure (and such additional time as is reasonably necessary for the Fire Company to cure any violation so long as the Fire Company is diligently pursuing the correction of such failure), then the Town may make such any necessary repairs and the Fire Company shall reimburse the Town for actual expenses incurred for making such repairs to the Premises within ten (10) days following receipt of an invoice therefor from the Ton. ~~Notwithstanding and foregoing, the Town will provided snow removal and lawn care of the Premises for the entirety of the Term and any extensions thereof.~~

(a)

~~(b)~~

(b) Improvements. The Town shall have no obligation to make any improvements or alterations to the Premises or Fire Barn and the Fire Company shall be solely responsible for any and all costs associated therewith. The Fire Company shall not make any alterations or additions to the Premises without on each occasion obtaining prior written consent of the Town. Notwithstanding the foregoing, the Fire Company may construct the Fire Barn on the Premises, subject to the Town's approval of the location on the Premises where the Fire Barn will be constructed and review and approval of the plans and specifications for the Fire Barn. Any Improvements undertaken by the Fire Company on the Premises shall be diligently prosecuted to completion and done in a good and workmanlike manner and in strict compliance with all then applicable laws, codes, ordinances and other governmental

requirements. The Fire Company shall not suffer or permit any lien of any nature or description to be placed against the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Fire Company to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Fire Company has any authority or power to permit any lien of any nature or description to attach or to be placed upon the Town's title or interest in the Premises, or any portion thereof.

(c) **Permits.** Notwithstanding anything to the contrary herein, this Lease is not a permit, the Fire Company shall apply for and obtain at its own expense all customary and necessary permitting and approvals. The Fire Company acknowledges that the Town is the permit issuing authority for the jurisdiction where the Premises are located and cannot by contract vary or determine the status or qualification of any permit to be issued by the municipality.

~~(e)(d) **Green Space.** The Fire Company shall have the right, at its own cost and expense and with the prior written approval of the Town, to construct on the Premises such walks, gardens, and other improvements and make such alternations, changes, replacements and additions in and to the Premises (collectively, “Improvements”) as the Fire Company may deem desirable. Any Improvements undertaken by the Fire Company on the Premises shall be diligently prosecuted to completion and done in a good and workmanlike manner and in strict compliance with all then applicable laws, codes, ordinances and other governmental requirements. The Town and the Fire Company hereby agree and acknowledges that the Premises is a portion of the Village Green Parcel, which is subject to a requirement that obligates the Town to preserve at least sixty-five percent (65%) of the Village Green Parcel as “green space.” If at any time during the Term the Town determines that the Village Green Parcel is not in compliance with such requirement, it may terminate this Lease and require the Fire Company to remove all improvements, including but not limited to the Fire Barn, from the Premises, at the Fire Company's sole cost and expense. The Town hereby represents and warrants that the erection of the Fire Barn to the Premises will not cause the Town to be in violation of the said requirement. Further, the Town hereby agrees from the date of execution of this Lease, the Town shall not take any action to improve any part of the Village Green Parcel that would cause the Village Green Parcel to be in violation of the 65% “green space” requirement. The Fire Company hereby agrees that after construction of the Fire Barn, the Fire Company will not construct structures on the Premises without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditions or delayed. If the Premises is not maintained by the Fire Company as described in Section 6(a) herein and provided that the Town has giving the Fire Company at least sixty (60) days prior written notice of any violation thereof (and such time as is reasonably necessary for the Fire Company to cure any violation), then the Town may make such limited repairs as is reasonably necessary for the Fire Company to comply with Section 6(a) herein and the Fire Company shall reimburse the Town for actual expenses for making such repairs to the Premises. Notwithstanding the foregoing, the Town shall not have the right to remove previously approved~~

~~improvements, additions, or alterations to the Premises~~

- (d)(e) Signs. The Fire Company will not install any exterior signage on the Premises without Landlord's prior written approval. Such approved signage will be subject to applicable laws and ordinances, shall be installed and maintained at all times by the Fire Company in good order and repair and full operating condition at the Fire Company's sole cost and expense, and shall be and remain at all times in compliance with all applicable laws and ordinances. The Fire Company shall remove all such signage prior to or immediately upon the expiration or earlier termination of this Lease and repair all damage resulting from such removal, all at its sole cost and expense. ~~The Fire Company may install signs upon the Town's reasonable written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All signs approved by the Town shall be installed at the Fire Company's sole expense, in compliance with all applicable laws and ordinances.~~
- (e)(f) Fixtures. On the last day or sooner termination of the term of this Lease, the Fire Company shall quit and surrender to the Town the Premises, and remove any and all ~~Improvements~~ improvements, including but not limited to the Fire Barn, then thereon at the Fire Company's sole cost and expense. ~~Notwithstanding the foregoing, except that the Fire Company~~ Town may, at the ~~Fire Company's~~ Town's sole option, direct the Fire Company to leave any or all of said ~~Improvements~~ improvements and the Fire Barn, in which case all of such improvements shall become property of the Town as of the end of the Term and the Fire Company shall have no further claims or rights in such property as against the Town or those claiming by, through or under the Town ~~provided that said Fire Barn and Improvements are in good repair and condition. If the Fire Company desires to leave said Fire Barn and Improvements on the Premises, the Fire Company shall deliver to the Town, at least sixty (60) days prior to the termination date of the ten existing lease term, written notice of the Fire Company's desire to leave said Old Town House and Improvements.~~ All of the Fire Company's trade fixtures, equipment and other moveable property shall remain the Fire Company's personal property, and the Fire Company shall have the right at any time during the term of this Lease to remove all such trade fixtures, equipment and other personal property installed by the Fire Company; provided, however, that the Fire Company will repair any damage caused to the Premises by such removal. If, however, the Town in writing permits the Fire Company to leave any such goods, chattels or fixtures at the Premises, and the Fire Company does so, such goods, chattels and fixtures shall become property of the Town as of the end of the Term, and the Fire Company shall have no further claims or rights in such goods, fixtures and chattels as against the Town or those claiming by, through or under the Town.

87. INSURANCE. The Fire Company shall (i) insure the Fire Company and the Town, as their interests appear, with general public liability coverage on the Premises, in such amounts and with such companies and against such risks as the Town shall reasonably require and approve, and (ii) insure the Fire Company and the Town, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies against fire and standard extended coverage risks, in such amounts and with such companies as the Town shall reasonably

require and approve, with waiver of subrogation if such waiver can be obtained without charge. The Fire Company shall deposit with the Town certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. Notwithstanding anything to the contrary contained in this Section, nothing herein shall constitute a waiver by the Town of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity. ~~The Fire Company shall maintain a policy of fire and extended coverage insurance on the Premises in such amounts and coverages set forth in Exhibit ___ which policy shall name the Town as an additional insured. If, during the term of this Lease or any extensions thereof, the coverages set forth herein are discontinued by the insurance provider, the Fire Company will use commercially reasonable efforts to obtain insurance coverages similar to those set forth on Exhibit ___~~

98. INDEMNIFICATION. ~~Except for the negligent acts or omissions of the Town,~~ ~~the~~ The Fire Company will defend and, except to the extent caused solely by the negligence or willful conduct of the Town, will indemnify the Town and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by the Fire Company of the Premises or any part of the Town's property, including but not limited to the Village Green Parcel, occasioned wholly or in part by any act or omission of the Fire Company, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Premises. The Fire Company shall also pay the Town's expenses, including reasonable attorney's fees, incurred by the Town in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from the Fire Company's breach of any provisions of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the Town, its employees, agents nor management company shall be liable for, and the Fire Company hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by the Fire Company or any person claiming through the Fire Company due to the Premises, or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the Premises or due to any act or neglect of the Fire Company or of any employee or visitor of the Fire Company. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Premises, whether owned by the Fire Company or others. Notwithstanding anything to the contrary contained in this Section, nothing herein shall constitute a waiver by Landlord of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

~~Fire Company hereby agrees to indemnify and hold the Town harmless from and against any and all claims for injury to persons (including death) or damage to property in or about the Premises, and against any costs or damages (including without limit reasonable attorney's fees and costs) which the Town may incur by reason of the assertion of any such claims and/or relating to the Fire Company's breach of this lease and/or the Town's enforcement hereof. Nothing herein shall waive~~

~~or modify the defenses, immunities, or protections of the Maine Tort Claims Act, to the extent they may apply.~~

~~— Except for the negligent acts or omissions for the Fire Company, the Town hereby agrees to indemnify and hold the Fire Company harmless from and against any and all claims for injury for persons (including death) or damage to property in or about the Premises, and against any costs or damages (including without limit reasonable attorney's fees and costs) which NYHS may incur by reason or the assertion of any such claims and/or relating to the Town's breach of this Lease.~~

109. DEFAULT. If (i) the Fire Company shall default in the performance of any of its covenants, agreements or obligations hereunder and such default shall continue for a period of thirty (30) days following notice from the Town of said default, or in the case of a default which cannot with due diligence be remedied within said thirty (30) day period, within a period of time which shall be reasonable under all prevailing circumstances; (ii) this Lease is assigned to any individual or entity other than the Fire Company without prior written approval from the Town, ~~which approval shall not be unreasonably withheld, conditioned, or delayed~~; (iii) the Fire Company shall cease to exist as a validly existing non-profit entity for a period of more than three (3) months ~~after prior written notice from the Town of the same~~; or (iv) an assignment shall be made by the Fire Company for the benefit of creditors in a bankruptcy proceeding, then in any of such cases the Town shall be entitled to all remedies available to the Town at law and equity including without limitation, the remedy of forcible entry and detainer, and the Town lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the Fire Company, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel the Fire Company and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and the Fire Company covenants and agrees, notwithstanding any entry or re-entry by the Town, whether by summary proceedings, termination, or otherwise, that the Fire Company shall, as of the date of such termination, immediately be liable for and pay to the Town the entire unpaid rental and all other balances due under this Lease for the remainder of the Term. ~~may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, or mail a notice of termination addressed to the Fire Company's at the Premises, and upon such entry or mailing this Lease shall immediately terminate.~~

11. FIRE; CASULTY. If the Fire Barn on the Premises shall be destroyed or damaged by fire or other unavoidable casualty, this Lease shall, at the option of the Fire Company, either (i) terminate or (ii) continue, in which case the Fire Company shall promptly repair, replace or restore said Fire Barn at its own cost and expense in accordance with this Lease. If the Fire Company shall elect not to repair, replace or restore such damaged building or structure, the Fire Company shall (i) notify the Town in writing not more than ninety (90) days from the date of fire or casualty, and (ii) promptly demolish the damaged building or structure, remove all debris from the Premises and restore the Premises to its natural condition at the Fire Company's sole cost and expense. In repairing, replacing or restoring the Fire Barn, the Fire Company shall commence the work as soon as weather and seasonal conditions shall allow and shall diligently prosecute

the work to completion in a good and workmanlike manner, in accordance with all applicable governmental requirements and at its own cost and expense.

12. HAZARDOUS MATERIALS. The Fire Company covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which the Fire Company, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises the Fire Company will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that the Fire Company will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that the Fire Company will with advance notice and at all reasonable times permit the Town or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from the Town copies of all records which the Fire Company may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, the Fire Company will at its expense, remove all Hazardous Materials, which came to exists on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) the Fire Company further agrees to deliver the leased premises to the Town at the termination of this Lease free of all Hazardous Materials which came to exists on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.

~~10. —~~

~~QUIET ENJOYMENT. Provided that the Fire Company is not in material default of any provisions of this Lease, the Fire Company shall peaceably and quietly hold and enjoy the Premises for the Term hereof without hinderance or interruption by the Town or interference by any person or persons claiming lawfully or unlawfully by, through or under the Town, subject, nevertheless, to the terms and conditions of this Lease.~~

~~11. — HAZARDOUS MATERIALS. As of the date of this Lease, the Town hereby represents, warrants and covenants that there are no known Hazardous Materials on the Premises. The Town hereby covenants and agrees to indemnify and hold the Fire Company, its officers, directors, employees and agents harmless from and against any and all damages, cost, expense or liability, including reasonable attorneys' fees, court costs and clean up costs, which may arise out of the presence, release, removal and/or clean up of any Hazardous Materials upon or from Premises prior to the term of the Lease. **This agreement to indemnify and hold harmless shall survive any termination or expiration of this Lease.**~~

~~For purposes of this Lease, "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous matter, hazardous or toxic substances, oil or other petroleum products, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation~~

~~and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), applicable state statutes and in the regulations adopted and publications promulgated pursuant thereto, and the term “Hazardous Materials” shall include any underground storage tanks used or capable of being used for Hazardous Materials.~~

13. NOTICES. All notices and other communications authorized or required hereunder shall be in writing and shall be either delivered in person to the party to whom they are addressed or sent by certified mail or registered mail, return receipt requested, or by any overnight carrier that provides tracking and proof of delivery in the ordinary course of its business, in each case with all postage and mailing charges prepaid and addressed in the manner hereinafter provided. Any notice or other communication intended for the Town shall be delivered or sent to the Town at the address identified in the preamble to this Lease or at such other address or addresses as the Town may hereafter designate by notice to the Fire Company; and any notice or other communication intended for the Fire Company shall be delivered or sent to the Fire Company at the address identified in the preamble to this Lease or at such other address or addresses as the Fire Company may hereafter designate by notice to the Town.

14. SEVERENCE. Should any term or provision of this Lease, or portion thereof, be determined invalid or unenforceable under law, such a determination shall not affect the validity or enforceability of the remaining terms and provisions herein, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

15. EMINENT DOMAIN. If the Premises and the Fire Barn are taken in whole or in part by eminent domain proceedings, ~~the Town may elect to terminate this Lease.~~ the Fire Company shall be entitled to that portion of the damages ~~equal to the fair market value of~~attributable to the Fire ~~Company~~Barn, and the Town shall be entitled to that portion of damages equal to the fair market value allocated to the Premises. ~~Should a substantial portion of the Premises, or of the property of which they are a part, be taken by eminent domain, the Town may elect to terminate this Lease.~~

16. RECORDING. This Lease shall not be recorded, but the Town and the Fire Company will, at any time, upon the request of either one, promptly execute and acknowledge an instrument in recordable form which will constitute a memorandum of this Lease for recording purposes. Such instrument shall set forth the names of the parties, a description of the Premises, the term of this Lease and any rights of extension thereof, and any other portions of this Lease, excepting the financial provisions, as either party shall reasonably request.

~~12. — RIGHT OF FIRST REFUSAL. If the Town elects, during the term of this Lease or any extensions thereof, (i) to sell or otherwise transfer all or any portion of the Premises, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by the Fire Company shall have the right of first refusal to meet any bona fide offer of purchase or transfer on the same terms and conditions of such offer. If the Fire Company fails to meet such bona fide offer within thirty (30) days after written notice thereof from the Town, the Town may sell or grant the easement or interest in the Premises, or portion~~

~~thereof, to such third party in accordance with the terms and conditions of such third party offer. Notwithstanding anything to the contrary herein, the right of first refusal contemplated by this Paragraph shall not apply in the event of a grant of any utility easements or encumbrances that do not interfere with the Fire Company's use of the Premises,~~

17. ENTIRE AGREEMENT. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained or incorporated by reference in this instrument shall have any force or effect.—~~This Lease shall not be modified in any way, except by a writing executed by both parties.~~

18. MISCELLANEOUS. No provision of this Lease may be modified or altered except by agreement in writing between the Fire Company and the Town. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. This Lease may be executed in multiple original counterparts.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, Town and the Fire Company have executed this Lease as of the date first above written.

WITNESSETH:

TOWN OF NORTH YARMOUTH

Name:
Date: ___/___/___

Christopher Bolduc
Interim Town Manager

NORTH YARMOUTH FIRE COMPANY

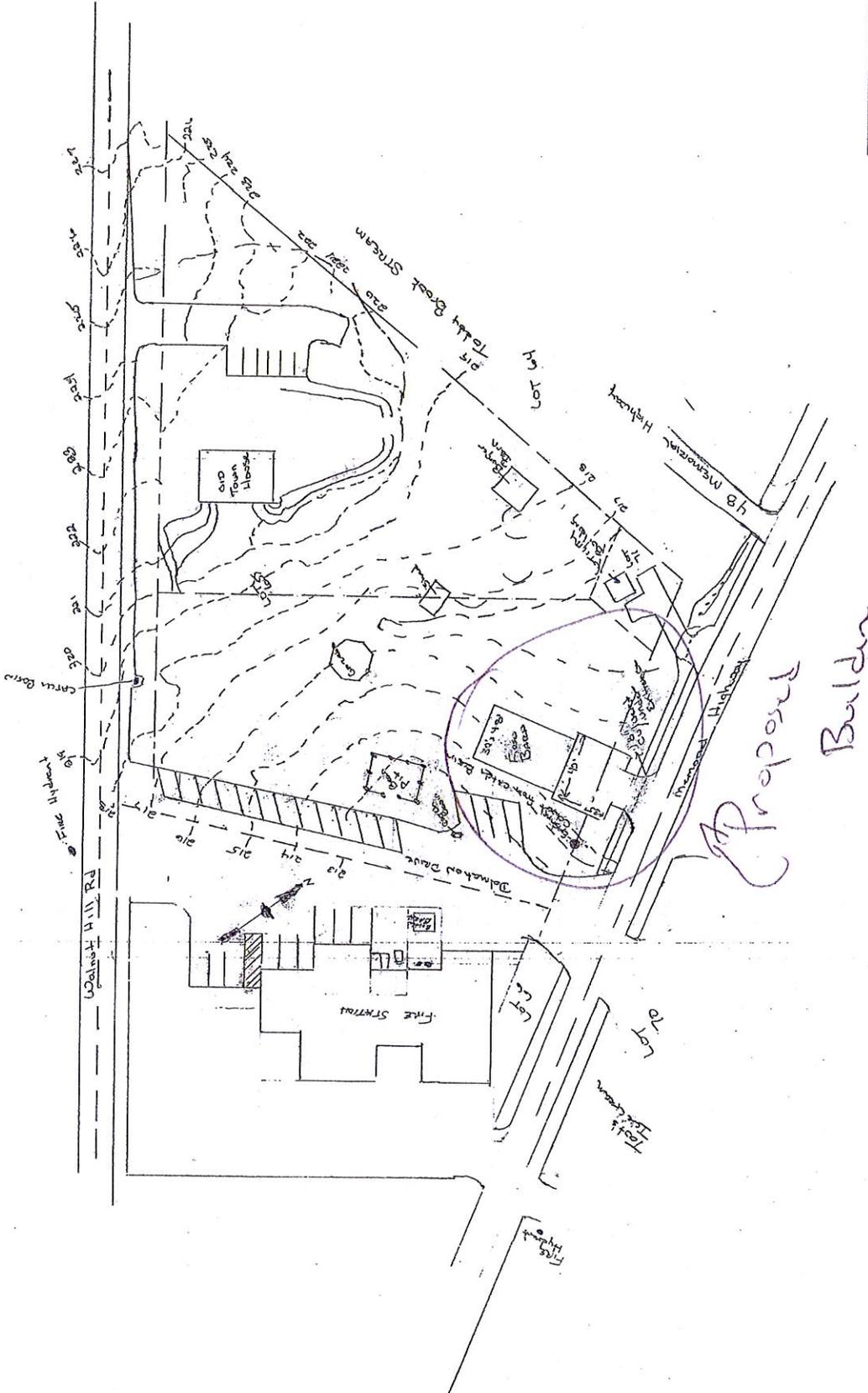
Name:
Date: ___/___/___

David Hyde
Fire Company

Name:

Turner Hansel
Fire Company

EXHIBIT A



FIRE BARN Plot Plan	
SCALE: 1/4" = 10'	DESIGNED BY: GAD
DATE: 2-25-2021	REVIEWED:
DRAWING NUMBER:	

Select Board
Fiscal Year 2022 Goals

Chairperson Sites

Goals mentioned by other members.

Selectperson Moulton

1. More inclusivity and transparency
2. Establishing a base-line budget

Selectperson Harrell

1. Promote commercial development in the village center. Discussion with EDSC/Consultant to understand what commercial business would require for village infrastructure improvements to attract commercial development, or other ways to use TIF funds to promote commercial development.
2. Senior tax assistance. Continuation of previous Select Board goal, expand assistance to assist seniors to “age in place” to promote senior housing to provide more affordable housing options for seniors.
3. Support interconnectivity and recreation. Playground in village center, expand Knight’s Pond access/connectivity, sidewalk expansion/improvement.
4. Understand how residential growth/turnover impacts the school system. How much residential growth can the school system handle each year? How can NY/C keep growth to a sustainable rate through ordinance modifications to keep enrollment

at a level the school can reasonably support?

5. Identify/develop village center infrastructure projects for the use of TIF funds. Traffic calming, sidewalks, waterlines, beautification, etc.
6. Support historical Old Town House move to Village Center.

Selectperson Reed

1. Expand trail connectivity between Knight’s Pond and Royal River
2. Improve Communication
3. Establish a playground
4. Expand Senior Tax Relief Program
5. Local business growth
6. Determine how TIF funds can be used to address water shortages

Selectperson Hodgetts

1. Hire a new town manager
2. Keeping seniors with taxes
3. Amending the Town charter
4. Establish a building cap on residential growth

Shared Goals

1. ***Hire a Town Manager (2 Selectpersons: Chairperson Sites & Hodgetts)***
2. ***Expansion of Senior Property Tax Assistance Program (3 Selectpersons: Selectpersons Harrell, Hodgetts, and Reed)***
3. ***Support Trail Interconnectivity and Recreation (2 Selectpersons: Selectpersons Reed and Harrell)***
4. ***Residential Growth: Discussion on Projected Growth, Effects to MSAD 51 and Municipal Budget, and Discussion on Growth Cap (5 Selectpersons)***

September 7, 2021

Section VII. New Business

▪ **Face Covering Policy**

Included in your packets is a policy labeled "COVID-19 Prevention". Chairperson Sites to lead discussion.

PROPOSED ACTION ITEM

Move to approve the COVID-19 Prevention Policy and have it go into effect retroactively on August 24, 2021 and to such time it's rescinded by majority vote by the Select Board. Second, discussion and vote follow.

▪ **Committee Appointments**

Economic Development & Sustainability Committee

PROPOSED ACTION ITEM

Move that the Select Board appoint _____ and _____ for a term to expire June 30, 2023 to the Economic Development & Sustainability Committee. Second, discussion, and vote follow.

Move that the Select Board appoint _____ and _____ for a term to expire June 30, 2024 to the Economic Development & Sustainability Committee. Second, discussion and vote follow.

- Ian Acker
- Kevin Robinson
- Laurie Bachelder
- Richard Parenteau

Explanation: The terms set in the motions are terms previously held by prior committee members and established by the Board. This allows two members to expire in 2022, two to expire in 2024, and three to expire in 2024. This is consistent with other elected/appointed committees (i.e. Budget Committee).

Flag Committee

PROPOSED ACTION ITEM

Move the that Select Board appoint Candace Loring to the Flag Committee for a term to expire June 30, 2022.

Explanation: The Flag Committee is an ad-hoc committee which means that all members need to be reappointed once the two year term set previously in 2020 by the Select Board expires on June 30, 2022.

Planning Board

PROPOSED ACTION ITEM

Move that the Select Board appoint Sanford Peabody to the Planning Board as an alternate member for a term to expire on June 30, 2023. Second, discussion and vote follow.

Explanation: When Kimry Corrette was voted to be a voting member, this left a vacancy for an alternate. If approved, the Planning Board will have a full membership.

▪ Charge of Responsibilities for Economic Development & Sustainability Committee

Under the town charter, the Economic Development & Sustainability Committee has the follow responsibilities:

"[...] [to] execute such duties as prescribed in the (1) town comprehensive plan, (2) strategic development plan, and (3) charge of responsibilities established by the Select Board." (Article IV, § 2(f))

At the last Economic Development & Sustainability Committee meeting, the Select Board Chairperson discussed what goals EDSC would be interested pursuing. Chairperson Sites will lead the discussion on how the Select Board and EDSC should move forward.

PROPOSED ACTION ITEM

[Chairperson Sites reads charge]

Move to establish the stated charge of responsibilities onto the Economic Development & Sustainability Committee as allowed by the town's charter. Second, discussion and vote to follow.

▪ Set Public Hearing Date – General Assistance Ordinance

Each year, the Select Board is required to hold a public hearing on the General Assistance Ordinance. Included herein are the proposed changes provided by Opportunity Alliance, the town's contracted general assistance organization. The Board is asked to call for a public hearing at their next regular business meeting scheduled September 21, 2021.

PROPOSED ACTION ITEM

Move that the Select Board call for a public hearing on September 21, 2021 at 7 PM in the Wescustogo Hall & North Yarmouth Community Center for the purposes of amending the General Assistance Ordinance. Second, discussion and vote follow.

Town of North Yarmouth COVID-19 Prevention Policy

In following with the Maine CDC's recommendation for requiring face coverings in public settings in counties of high to moderate exposure, the Town of North Yarmouth establishes the following policy for all indoor public spaces to provide for a safe and healthy environment for all North Yarmouth residents, visitors, volunteers, municipal officials, and employees. Management will provide periodic updates on any relevant information from the Maine CDC to the Select Board and recommend any future changes to this policy. This policy will go into effect on August 24, 2021 and is effective until such time it's rescinded by majority vote of the Select Board.

I. Face Covering Requirements

- A. Cloth face coverings/masks are required by anyone, vaccinated or un-vaccinated, in any town facility. The following also applies:
 - 1. All attendees of public meetings, as well as elected or appointed officials on all town boards and committees, are required to wear face coverings.
 - 2. Face coverings are not required for outside events.

II. Indoor Town Facilities

- A. Town Office: 8:00 AM – 5:00 PM, Tuesday – Thursday; 8:00 AM – 6:00 PM, Monday.
 - a. Town Meeting Room: All ad hoc committees and standing committees may continue their meetings in the Town Meeting Room. Any committee looking to meet at the Wescustogo Hall & North Yarmouth Community Center, in addition to informing town staff of the meeting at the Town Office, MUST also schedule space for the meeting with the Community Center Director. The Economic Development & Sustainability Committee, Budget Committee, Select Board, and Planning Board, for broadcasting reasons, must meet in the Wescustogo Hall. Face masks/coverings are required.
- B. Code Enforcement Office: Monday – Thursday, 8:00 AM – 5:00 PM. Face masks/coverings required.
- C. Public Works Office: 6:00 AM – 4:30 PM. Face masks/coverings required.
- D. Fire Rescue Chief's Office: 8:00 AM – 4:00 PM. Face masks/coverings required.
 - a. Historical Society Office: 8:00 AM – 4:00 PM, Monday – Friday (Members); scheduled hours for public: 9:00 AM – 12:00 PM on the first Saturday of each month.
 - b. The Fire Rescue Chief may deny entry into the space based on Fire Rescue department activities
 - c. Use of the Fire Rescue Station must be made by request to the Fire Rescue Chief twenty-four (24) hours in advance.
- E. Community Center: Face masks/coverings required.

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

Austin Harrell

David Reed

Paul Hodgetts



RECEIVED

AUG 23 2021

BY: DG

TOWN OF NORTH YARMOUTH BOARD & COMMITTEES Volunteer Form

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

- Board of Assessment Review
- Budget Committee
- Economic Development and Sustainability Committee
- Events Committee
- Flag Committee
- Joint Standing Committee
- Living Well in North Yarmouth
- North Yarmouth School Fund Trustee
- Parks & Recreation Committee
- Planning Board
- Prince Memorial Library Advisory Board
- Recycling Advisory Committee
- Shellfish Conservation Commission
- Zoning Board of Appeal

Please provide the following information:

Name: Kevin Robinson
 Email: drobin@gmail.com
 Mailing Address: 290 walnuthill Rd North Yarmouth ME
 Phone: 207-740-0332

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. I would like to help The Town work towards Effective + Common Sense Development

2. Do you have any relevant experience, training or credentials that you would like us to consider? 40 year background in construction Former Member Westcoastaya Committee, President North Yarmouth Veterans Memorial Park. Voted citizen of The Year in North Yarmouth Resident 54y member of North Yarmouth Business Assoc.

3. Have you ever served on any boards/ committees before? If so, when and where? See Above
I Am not interested in an Alternate Position

Kevin Robinson
 Volunteer Signature

8 / 23 / 2021
 Date

Please email this form to manager@northyarmouth.org, mail to 10 Village Square Road, North Yarmouth, ME 04097, or drop it off at the Town Office; (207)829-3705



Submit

TOWN OF NORTH YARMOUTH
BOARD & COMMITTEES
Volunteer Form

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

- Board of Assessment Review
Budget Committee
Economic Development and Sustainability Committee
Events Committee
Flag Committee
Joint Standing Committee
Living Well in North Yarmouth
North Yarmouth School Fund Trustee
Parks & Recreation Committee
Planning Board
Prince Memorial Library Advisory Board
Recycling Advisory Committee
Shellfish Conservation Commission
Zoning Board of Appeal
Housing Development Taskforce

Please provide the following information:

Name: Laurie Bachelder
Email: lbach@maine.rr.com
Mailing Address: 865 Oak Hill Rd North Yarmouth ME 04097
Phone: 207-415-8723

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

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

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

Laurie Bachelder
Volunteer Signature

8/19/2021
Date

Please email this form to dwalker@northyarmouth.org, mail to 10 Village Square Road, North Yarmouth, ME 04097, or drop it off at the Town Office; (207) 829-3705
Revised: July 21, 2021

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

I would like to volunteer my time and knowledge to assist the town in its present and future growth.

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

In my professional life I founded and own a Registered Investment Firm, the firm specializes in real estate and development. For the last 20+ years I have managed client relationships and personally manage over \$35M in assets. My years as a business owner has helped me be adept at facilitating positive and productive interactions between workers, leaders and representatives. I am an articulate and decisive professional with a respectful and resourceful approach. I am a persuasive negotiator, talented organizer and complex problem-solver. I am enthusiastic and eager to contribute to team success through hard work, attention to detail and excellent organizational skills.

As a long-time business owner, I have experienced challenging business situations. The key to managing through these situations is the ability to think strategically, but also develop realistic plans to solve the issue or capitalize on the opportunity. I believe I can use my skills to help the EDSC think strategically about the long-term growth and health of the district, but also balance the needs of the short term.

As an Investment Advisor I understand budgets and the need for fiscal responsibility.

And most importantly I believe is, I am an independent and critical thinker. I am able to ask the hard and opposing questions and not one to follow the "herd" because it is easier than making a stand.

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

I served 2 years as President and 1 year as Treasurer of Portland Nursery School a Co-op Preschool in Portland.

In those roles over the course of 3 years, I maintained ongoing positive communication between parents and school administration and faculty. Made connections within the community to help market preschool to potential parents and increase enrollment. Ensured compliance with all state and local licensing regulations. Familiarize parents with school policies and provide orientation. Responsible for enrollment, finances (including cost control, cash receipts and receivables from parents, money receipts from state and federal agencies, payroll, and reports to the board). Provided a safe and loving environment for the children. All while working within a very tight budget.

I founded and run a non-profit organization, Help ME Recover. Help ME Recover raises money and awareness for people in recovery.



Submit

TOWN OF NORTH YARMOUTH BOARD & COMMITTEES Volunteer Form

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

- Board of Assessment Review
- Budget Committee
- Economic Development and Sustainability Committee
- Events Committee
- Flag Committee
- Joint Standing Committee
- Living Well in North Yarmouth
- North Yarmouth School Fund Trustee
- Parks & Recreation Committee
- Planning Board
- Prince Memorial Library Advisory Board
- Recycling Advisory Committee
- Shellfish Conservation Commission
- Zoning Board of Appeal
- Housing Development Taskforce

Please provide the following information:

Name: Richard Parenteau

Email: RParenteauME@maine.rr.com

Mailing Address: 52 Pine Ridge Rd., North Yarmouth, ME 04097

Phone: (207) 449-7281

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. _____
 To answer the Select Board call for needed volunteers
 Assist the town to strengthen the local economy, define necessary infrastructure and utilize TIF funds to the best advantage

2. Do you have any relevant experience, training or credentials that you would like us to consider? 25 year town resident with 2 children that went through all grades of the MSAD#51 schools
Former Corporate Controller for Mutual Fund Service provider and 30 years accounting experience
Currently employed part-time as an Accounting Manger

3. Have you ever served on any boards/ committees before? If so, when and where? _____
North Yarmouth Budget Committee early 2000's

Richard Parenteau
 Volunteer Signature

08 / 29 / 2021
 Date

Please email this form to dwalker@northyarmouth.org, mail to 10 Village Square Road, North Yarmouth, ME 04097, or drop it off at the Town Office; (207) 829-3705
 Revised: July 21, 2021



Submit

TOWN OF NORTH YARMOUTH
BOARD & COMMITTEES
Volunteer Form

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

- Board of Assessment Review
Budget Committee
Economic Development and Sustainability Committee
Events Committee
Flag Committee
Joint Standing Committee
Living Well in North Yarmouth
North Yarmouth School Fund Trustee
Parks & Recreation Committee
Planning Board
Prince Memorial Library Advisory Board
Recycling Advisory Committee
Shellfish Conservation Commission
Zoning Board of Appeal
Housing Development Taskforce

Please provide the following information:

Name: Candace Loring
Email: candy.loring@gmail.com
Mailing Address: 16 Garden Gate Circle, N. Yarmouth, 04097
Phone: 207-420-1707

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. I'm recently retired and would like to begin volunteering. I always enjoy seeing the Americal Flag during the holidays and special events. I would like to be able to keep this tradition going.

2. Do you have any relevant experience, training or credentials that you would like us to consider? none at this time

3. Have you ever served on any boards/ committees before? If so, when and where? no

Candace Loring
Volunteer Signature

08 / 19 / 2021
Date

Please email this form to dwalker@northyarmouth.org, mail to 10 Village Square Road, North Yarmouth, ME 04097, or drop it off at the Town Office; (207) 829-3705
Revised: July 21, 2021



**TOWN OF NORTH YARMOUTH
BOARD & COMMITTEES
Volunteer Form**

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

- Board of Assessment Review
- Budget Committee
- Economic Development and Sustainability Committee
- Events Committee
- Flag Committee
- Joint Standing Committee
- Living Well in North Yarmouth
- North Yarmouth School Fund Trustee
- Parks & Recreation Committee
- Planning Board
- Prince Memorial Library Advisory Board
- Zoning Board of Appeal

Please provide the following information:

Name: Sanford Peabody

Email: scpbd4@gmail.com

Mailing Address: 15 Fire Fly Lane

Phone: (207) 272-2367

1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. I have lived in the town for 3 1/2 years and would like to become more knowledgeable and aware of the planning board process related to the growth of the town.
2. Do you have any relevant experience, training or credentials that you would like us to consider? I taught for 17 years (woodworking & carpentry skills) {reading plans, specs, creating materials list, budgets} And 20 years as an assistant director for the Westbrook Reg. Voc Ctr.
3. Have you ever served on any boards/ committees before? If so, when and where? In my 40 years in education, I served on many committees for interviewing/hiring, policy and budget review. I currently serve as the secretary for the Riders of Southern Maine Motorcycle Club.

Sanford Peabody
Volunteer Signature

08 /27 /2021
Date

Please email this form to manager@northyarmouth.org, mail to 10 Village Square Road, North Yarmouth, ME 04097, or drop it off at the Town Office; (207)829-3705



TOWN OF NORTH YARMOUTH
BOARD & COMMITTEES
Volunteer Form

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

- Board of Assessment Review
Budget Committee
Economic Development and Sustainability Committee
Events Committee
Flag Committee
Joint Standing Committee
Living Well in North Yarmouth
North Yarmouth School Fund Trustee
Parks & Recreation Committee
Planning Board
Prince Memorial Library Advisory Board
Recycling Advisory Committee
Shellfish Conservation Commission
Zoning Board of Appeal
Housing Development Taskforce

Please provide the following information:

Name: Ian Acker
Email: ianacker@gmail.com
Mailing Address: 921 North Rd, North Yarmouth
Phone: (207) 838 0672

- 1. Please give a short narrative as to why you would like to be appointed to this Board(s) or Committee(s) you have selected above. I am very interested in the sustainable development of our town--I have extensive experience with project oversight and development and would love to take on more ownership for the the direction of North Yarmouth.
2. Do you have any relevant experience, training or credentials that you would like us to consider? I have many years of experience working with and leading diverse teams to achieve measurable results and progress. In my career as a client-serving CPA, I have many opportunities to work with a wide variety of clients, with differing needs, opinions, and styles--I am able to build relationships and develop trust, even in moments of disagreement
3. Have you ever served on any boards/ committees before? If so, when and where? None directly relevant to the Economic Development and Sustainability Committee--various work related DE&I committee roles previously

/s/ Ian M Acker
Volunteer Signature

08 /18 /2021
Date

Please email this form to dwalker@northyarmouth.org, mail to 10 Village Square Road, North Yarmouth, ME 04097, or drop it off at the Town Office; (207) 829-3705
Revised: July 21, 2021

2021-2022 GA Overall Maximums – Revised (9/2/21)

Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	783	909	1,163	1,447	1,979
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	963	1,023	1,331	1,773	1,904
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	754	811	1,042	1,335	1,652
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	748	750	992	1,243	1,357
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,197	1,352	1,751	2,267	2,770
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	828	981	1,195	1,575	1,777

Appendix A

Effective: 10/01/21-09/30/22

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,016	1,030	1,293	1,615	1,896
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,173	1,230	1,620	2,096	2,805

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	655	717	840	1,132	1,254
Franklin County	690	737	846	1,119	1,497
Hancock County	844	880	1,058	1,334	1,462
Kennebec County	776	794	990	1,299	1,387
Knox County	800	807	990	1,316	1,406
Lincoln County	877	895	1,123	1,397	1,806
Oxford County	771	775	947	1,337	1,555
Piscataquis County	665	715	883	1,172	1,412
Somerset County	716	751	969	1,263	1,354
Waldo County	920	925	1,101	1,376	1,883
Washington County	717	721	937	1,173	1,268

* Please Note: Add \$75 for each additional person.

Appendix B

Effective: 10/01/21 to 09/30/22

2021-2022 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2021, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 58.14	\$ 250.00
2	106.74	459.00
3	153.02	658.00
4	194.19	835.00
5	230.70	992.00
6	276.74	1,190.00
7	306.05	1,316.00
8	349.77	1,504.00

Note: For each additional person add \$188 per month.

2021-2022 GA Housing Maximums – Revised (9/2/21) (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	119	510	142	612
1	125	536	156	670
2	141	608	183	785
3	198	853	249	1,070
4	212	913	274	1,180
<u>Franklin County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	127	545	150	647
1	129	556	160	690
2	143	614	184	791
3	195	840	246	1,057
4	269	1,156	331	1,423
<u>Hancock County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	161	691	184	791
1	161	691	190	818
2	189	812	229	986
3	241	1,037	291	1,250
4	255	1,095	316	1,359
<u>Kennebec County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	145	623	168	723
1	145	623	170	732
2	173	744	213	918
3	233	1,002	283	1,215
4	237	1,020	299	1,284

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	150	647	174	747
1	150	647	174	747
2	173	744	213	918
3	237	1,019	287	1,232
4	242	1,039	303	1,303
<u>Lincoln County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	168	724	192	824
1	168	724	194	833
2	204	877	244	1,051
3	256	1,100	305	1,313
4	335	1,439	396	1,703
<u>Oxford County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	144	618	167	718
1	144	618	167	718
2	163	701	203	875
3	242	1,040	291	1,253
4	276	1,188	338	1,452
<u>Piscataquis County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	117	501	165	609
1	119	512	165	652
2	146	627	201	811
3	200	862	288	1,086
4	241	1,037	333	1,312
<u>Somerset County</u>				
	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	131	563	154	663
1	131	563	160	689
2	168	723	209	897
3	225	966	274	1,179
4	230	987	291	1,251

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	178	767	202	867
1	178	767	202	867
2	199	855	239	1,029
3	251	1,079	300	1,292
4	353	1,516	414	1,780

<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	131	564	154	664
1	131	564	154	664
2	161	691	201	865
3	204	876	253	1,089
4	210	901	271	1,165

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	147	630	170	730
1	166	714	197	847
2	213	917	254	1,091
3	267	1,150	317	1,363
4	375	1,612	436	1,876

<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	188	810	212	910
1	193	828	223	961
2	252	1,085	293	1,259
3	343	1,476	393	1,689
4	357	1,537	419	1,801

<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	140	601	163	701
1	143	616	174	749
2	185	796	226	970
3	241	1,038	291	1,251
4	299	1,285	360	1,549

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>	
0	138	595	162	695	
1	138	595	162	695	
2	173	746	214	920	
3	220	946	270	1,159	
4	230	990	292	1,254	
<u>Portland HMFA</u>					
<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>	
0	243	1,044	266	1,144	
1	269	1,157	300	1,290	
2	350	1,505	390	1,679	
3	458	1,970	508	2,183	
4	559	2,403	620	2,667	
<u>Sagadahoc Cty. HMFA</u>					
<u>Sagadahoc Cty. HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>	
0	157	675	180	775	
1	183	786	214	919	
2	221	949	261	1,123	
3	297	1,278	347	1,491	
4	328	1,410	389	1,674	
<u>York Cty. HMFA</u>					
<u>York Cty. HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>	
0	201	863	224	963	
1	201	863	225	968	
2	243	1,047	284	1,221	
3	307	1,318	356	1,531	
4	356	1,529	417	1,793	
<u>York/Kittery/S. Berwick HMFA</u>					
<u>York/Kittery/S. Berwick HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>	
0	237	1,020	260	1,120	
1	237	1,020	272	1,168	
2	320	1,374	360	1,548	
3	418	1,799	468	2,012	
4	567	2,438	628	2,702	

2021-2022 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2021 to September 30, 2022.**

APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
NOTE: For each additional person add \$75 per month.						
(The applicable figures from Appendix A, <i>once adopted</i> , should be inserted here.)						

APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 58.14	\$ 250.00
2	106.74	459.00
3	153.02	658.00
4	194.19	835.00
5	230.70	992.00
6	276.74	1,190.00
7	306.05	1,316.00
8	349.77	1,504.00
NOTE: For each additional person add \$188 per month.		

APPENDIX C - HOUSING MAXIMUMS

Number of Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0				
1				
2				
3				
4				
(The applicable figures from Appendix C, <i>once adopted</i> , should be inserted here.)				

FOR MUNICIPAL USE ONLY

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

FOR MUNICIPAL USE ONLY

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

FOR MUNICIPAL USE ONLY

MMA
07/21

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,475**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,025**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

Appendix H

Effective: 10/01/21-9/30/22

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

September 7, 2021

Agenda - Section VIII. Accounts Payable

Item(s):

- *Move to approve accounts payable warrants 7 & 8 in the amount of \$ 139,900.78, as presented for FY22. Second, discussion and vote follow.*