

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, November 15 2022
Tax Increment Financing (TIF) Workshop
6:00 PM
Regular Business Meeting
7:00 PM**

Wescustogo Hall & North Yarmouth Community Center

Select Board Members

Brian Sites, Chairperson Paul Hodgetts, Board Member Amy Haile, Board Member
Andrea Berry, Board Member Kate Perrin, Board Member

I. Call to Order & Pledge of Allegiance

Land Acknowledgment

II. History Minute

A. Acknowledgements & Remembrances

III. Appointments

Board of Assessment Review-Select Board Liaison
Shellfish Conservation Commission-Select Board Liaison
Events Committee-Select Board Liaison

IV. Special Presentations

A. PACTS Project Scope of Work-Town Engineer

V. Announcements

VI. Consent Agenda

A. Payroll Warrants
B. Municipal Accounts Payable Warrants
C. Select Board Minutes-11/1/2022
D. Election Return and Minutes 11/8/2022

VII. Public Comment - Non-Agenda Items

VIII. Management Reports & Communications

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

IX. Old Business

A. Board and Committee Appointment Process-Review Draft Policy
B. Board and Committee Conduct Policy- Review Draft Policy

X. New Business

A. Interim Manager Appointment- Debbie Allen Grover from 11/25/2022-12/9/2022
B. Fraud Policy
C. Pine Tree Waste, Inc.-Contract Renewal & Cart Agreement
D. Northstar Planning-LUO Audit Contract
E. LD 2003 GPCOG Initial Briefing-January 3rd or January 17th, 2023

XI. Any Other Business

XII. Adjournment

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

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

November 15, 2022

1) Appointments

Move that the Select Board appoint Selectperson _____ as liaison to the Board of Assessment Review.

Move that the Select Board appoint Selectperson _____ as liaison to the Shellfish Conservation Commission.

Move that the Select Board appoint Selectperson _____ as liaison to the Events Committee.

2) Consent Agenda

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

3) Committee Appointment Process Policy

Move that the Select Board adopt the Committee Appointment Process Policy as presented.

4) Interim Manager Appointment-Debbie Allen Grover from 11/25/2022-12/9/2022

Move that the Select Board appoint Debbie Allen Grover Interim Manager from 11/25/2022 through 12/9/2022.

5) Fraud Policy

Move that the Select Board adopt the Fraud Policy as presented.

6) Pine Tree Waste, Inc.-Contract Renewal & Cart Agreement

Move that the Select Board approve and authorize the Town Manager to sign the Municipal Solid Waste and Recyclable collection contract renewal with a term expiring June 30, 208 and Cart agreement as presented.

Town of North Yarmouth Select Board Business

Summary of Recommended Motions & Other Action Items

7) Northstar Planning-LUO Audit Contract

Move that the Select Board approve and authorize the Town Manager to sign the LUO Audit Contract with Northstar Planning as presented.

8) LD 2003 GPCOG Initial Briefing-January 3rd or January 17th, 2023

Move that the Select Board schedule GPCOG to brief the Select Board on LD 2003 on

MEMORANDUM

TO: Diane Barnes, Town Manager

FROM: Mandy Holway Olver, PE

DATE: November 8, 2022

RE: Project Update
Route 9 Municipal Planning Initiative Project

We are writing to provide an update to the Town regarding the Cumberland Road (Route 9) and Walnut Hill Road (Route 115) Pedestrian Safety Improvement Project. The project is proposed to be funded by the Portland Area Comprehensive Transportation System (PACTS) as a Municipal Planning Initiative (MPI) project in partnership with the Maine Department of Transportation. The agreement between PACTS and the Town describes the project content as 'ADA improvements, intersection geometry adjustments, pedestrian facilities, curbing, and stormwater infrastructure'. The eligible project area is between the Cumberland town line on Route 9 to Route 115 intersection then southerly on Walnut Hill Road 1/10 of a mile. The project cost estimate used to obtain the funding established a budget of \$650,000 with \$300,000 being provided by PACTS and the remainder being provided by the Town.

We completed a preliminary assessment of the project area and reviewed the project scope with Public Works Director Clark Baston. As we understand it, the primary focus of the project is to improve pedestrian safety at the intersection of Cumberland Road and Walnut Hill Road. This is to consist of reconfiguration of the intersection to improve the crosswalk, as well as extending a sidewalk on Walnut Hill Road. The Town's sidewalk is to connect to the sidewalk being provided as part of the Crossroad Senior Neighborhood project.

The current crosswalk in that location is approximately 90 feet long parallel to Walnut Hill Road crossing Cumberland Road. Vehicles driving south on Walnut Hill Road make the right hand turn onto Route 9 at a speed limit of up to 25 mph. Vehicles coming down Route 9 toward the intersection have limited visibility of the crosswalk until they have made the turn toward the stop line at the Walnut Hill Road. This can create a dangerous situation for pedestrians in the crosswalk who have to contend with vehicles coming from three directions as they cross.

OLVER ASSOCIATES INC.

Due to the high volume of truck traffic that utilizes this intersection, it is not recommended that the intersection be reconfigured to reduce the curb to curb distance at the crosswalk. We are recommending utilizing a slightly raised concrete surface on both sides of the intersection. Trucks that need the extra turning radius can ride over the concrete using this space, but most vehicles will utilize the new narrower bituminous pavement width of 58 feet. The narrower turn reduces vehicle speed and the crosswalk length on the bituminous pavement will be reduced by one third the distance.

Another aspect of the project is improving the drainage infrastructure at the intersection of Cumberland Road and Walnut Hill Road. Some of the pipe in the intersection is only 6 inches in diameter and some existing catch basins are in poor condition. The outlet of the current drainage system flows onto private property and should be redirected along the roadway in either an open ditch or closed drainage system depending on how the sidewalk along Walnut Hill Road is configured.

Two types of sidewalk are under consideration. At the intersection, a sidewalk right next to the vehicle lane with a concrete curb will be provided. Moving south, the sidewalk can either stay directly next to the vehicle lane with a curb, or a pathway with a grassed strip can be designed. There are advantages and disadvantages to each option. This is what we will review with you at the upcoming Select Board meeting.

There is also a small improvement required at the intersection of Pea Lane and Cumberland Road. Presently the crosswalk and tipdown at each sidewalk at the intersection are not ADA compliant. The work would include modifying that crosswalk to add sloped tipdowns at a 1:12 compliant slope and providing truncated domes to assist visually handicapped pedestrians.

Once the Town provides further direction regarding the content of the project, we will complete the design, update cost estimates, then assist the Town in advertising the project to contractors in compliance with PACTS and MPI requirements. We look forward to working with you further to bring this project to fruition.

Town of North Yarmouth Select Board Business

VI. Consent Agenda

11/15/2022

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

- A. Payroll Warrants- See Payroll Warrants
- B. Municipal Accounts Payable Warrants-See AP Warrants
- C. November 1, 2022, Regular SB Minutes
- D. Election Return and Minutes 11/8/2022

APPROVE CONSENT AGENDA, AS PRESENTED

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

OR

FURTHER DISCUSSION

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

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

Example

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

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, November 1, 2022**

Call to Order (15:45-16:30)- Members Present: Brian Sites, Amy Haile, Katherine Perrin, and Andrea Berry.. Members Absent: Paul Hodgetts. The Town Manager, Diane Barnes, was also present. Chairperson Sites called the meeting to order at 7:00 PM.

History Minute –(16:34-20:47)

Selectperson Hail reported on the Intersection Change & Village Center History:

Two decades ago, change happened to these roads, thanks to an active committee of residents.

In 2000 the North Yarmouth Safe Walk and Bike Ways Committee, headed by former resident Nancy Grant, formed. They noted that Village Center intersections had long been neglected while traffic had changed considerably.

The group lobbied the MDOT and successfully secured an eventual \$2.6 million for a Town Center roads project.

Construction started in July 2005 and was completed by mid-July, 2006. The final project included paved bicycle shoulders on both sides of the road, a sidewalk on one side, three greatly improved and much safer intersections and huge improvements to road drainage systems.

SLIDE 2: Many people now regularly use the sidewalks and it's almost hard to remember when they weren't there!

The impact of this citizen initiative resonated statewide. Nancy Grant went on to become a force in the Bicycle Coalition of Maine as its Executive Director. She says that her experience working on the Safe Walk and Bike Ways Committee in North Yarmouth inspired her activism. The Bicycle Coalition of Maine is respected for its collaboration with the Maine DOT and its mission of keeping roads safe for cyclists and pedestrians.

Selectperson Hail show pictures from Saturday's Trunk or Treat and commented on the success and numbers of participants that attended the event. Many thanks to Jackie

Selectperson Perrin noted that Simmons Investments was the sponsor of the event.

Selectperson Berry commented on the North Yarmouth committees that had trunks as well and hoped that the Select Board could come up with a trunk for next year's event.

Appointments – (20:48-21:55) (39:42-1:11:36)

EDSC- Elizabeth Bachelder-Alternate member term expiring June 30, 2025.

The Select Board agreed to move to the financial presentation to allow time for the EDSC Chair to attend the meeting and present the recommendation to the Board.

Selectperson Perrin gave an overview of the EDSC Alternate vacancy and explained how the committee handles vacancies at their level and their decision on a recommendation to the Select Board.

Kit Maloney, EDSC Chair, explained the process for past and the current vacancies. She said she continued with the protocol set by the previous Select Board.

Chairperson Sites, seconded by Selectperson Berry, moved to put this appointment on hold until the Select Board as part of their goals can clearly define what the process is across all committees. **Vote: 2 Yes, 2 No, Perrin & Haile. Motion Failed.**

Selectperson Berry stated that the Board has clearly communicated that setting up a standard and a universal process for appointments has been a top priority and identified as a goal of the Board. It is important to prioritize the work knowing that there are vacancies on several committees. She stated that she wants to make sure the Select Board is sticking to these goals. She does not feel the process the EDSC followed was bad but should be considered as a model as they develop a policy. She stated that she would like more proactive communication about vacancies.

Selectperson Perrin questioned the appointment process of the Zoning Board of Appeals (ZBA) appointment. Selectperson Haile explained the process was done in conjunction with the Planning Board process. When interviewing interested candidate for the Planning Board, they were asked if they would be interested in serving on the ZBA.

Chairperson Sites said there was no process in place for committee and board appointments. The Select Board has not codified a process that was clear to everyone. He said he would like to establish a process that is open and fair to everyone.

Kit Maloney, EDSC Chair is in favor of a process and explained that the previous Select Board had approved the process the EDSC recently went through.

Selectperson Berry would like to have a process that does not require applicants to jump through hoops that are not necessary. She would like to expedite a formal process with a set and clear date and hold appointments briefly.

Selectperson Haile agreed with a process but is concerned with delaying the appointment is slowing the work of the committees. She doesn't feel the process used for the Planning Board is appropriate for some of the other committees. She said some of the other committees do not carry the same responsibilities and the Planning Board and ZBA. She doesn't know what the EDSC would have done differently and feels the Board is retroactively doing this to the EDSC.

Selectperson Perrin said that if there had been multiple applicants for one position then the process might have been different. She does not know what she would have recommended to the committees to do differently after five months and only receiving one application.

Selectperson Haile said she felt that active outreach would be the difference in the process.

Chairperson Sites stated again that he had no problem with the process or the applicant. He felt by not appointing an alternate, this would not hold up the work of the EDSC.

Chairperson Haile will come up with a draft process for committee appointments for the November 15th meeting.

Public Hearing - None

Special Presentations- (21:56-39:41)

First Quarter Financials- Town Manager Barnes presented to the Board the financials as of 9/30/2022. The following are highlights of the Town's finances:

Collection rate for overall revenues appear to be strong and exceed budget projections during the first quarter of the new year.

Expenses appear to be on target during the first quarter of FY 23. Legal, Solid Waste, and Fuel expenses will be monitored closely. These are three areas that she feels will be over budget.

Tax collections are strong at a 50% collection rate.

The cash balance as of 9/30/2022 was \$4,920,465.51. This is a healthy balance on hand due to the change from four tax payment installments to two due dates.

Announcements- (1:11:37-1:13:00)

The following announcements were made by Chairperson Sites:

November referendum ballot information can be obtained from the Town's website, will be available at the polls during absentee voting and on election day.

Last Day to request absentee ballots is Thursday, November 3, 2022.

The FY 23 Select Board Goals are now posted on the website and are included in the November 1st agenda packet.

Municipal Office Closures:

1. Election Day (11/8/2022)- Town Office Front Desk
2. Veteran's Day Observance (11/10/2022)- All Offices Closed

Consent Agenda-(1:13:01-1:13:20)

Selectperson Perrin, seconded by Selectperson Haile, moved to approve the consent agenda as presented. **Vote: 4 Yes.**

Public Comment- Non-Agenda Items-(1:13:26-1:19:14)

Judy Potter, Walnut Hill Road, asked why the SB is reducing the Parks & Recreation board members. Chairperson Sites explained that the structure of that committee is changing and that all committees will go through a review process. She asked about the Select Board's goal on Land Use Ordinances (LUO). She felt that was the responsibility of the Planning Board. Chairperson Sites stated that the Select Board is the body that puts forward to the voter's changes to the LUO. He said the Select Board doesn't directly develop the ordinances, but they will be engaged in the process. She stated that Veteran's Day was listed and November 10th instead of November 11th. Town Manager Barnes stated that November 10th is the day the office observes the holiday. Judy mentioned that the North Yarmouth Veterans Memorial Park Committee will be providing free lunch to all North Yarmouth Veterans on November 11th at Toddy Brook Golf Course from 11:30am to 1:00pm.

Katie Murphy, 440 Mountfort Road updated the Select Board on the "Old Town House" project. They are currently trying to get all the infrastructure done and buttoned up for the winter. The construction crew will be coming back periodically to work on the Old Town House. They are working on another phase of fundraising because of construction costs. They still have not met their fundraising goal and will be seeking more donations. Once the construction materials and tools are cleared from the interior of the building, the public will be welcome to come in and see the progress that has been made. They have a shortage of about \$200,000 but continue to receive contributions. All contributions are very much appreciated.

Management Reports and Communications -(1:19:15-1:21:55)

Town Manager's Report:

Community Resilience Partnership Community Action Grant

The Governor's Office of Policy Innovation and the Future received more than four dozen applications and are diligently reading and scoring each one. It is a time and staff intensive process to give each application the thorough and full review it deserves. They anticipate making award notifications in late November.

Personnel

Karen Casale has been hired to be my Administrative/Finance Assistant. Karen currently works for the City of Lewiston as a Payroll Staff Account. Karen has experience in Finance, HR, Payroll, Office Manager, Coordinator, and Assistant.

LD 290 Software Update

Trio will be making changes to the software in three phases. Phase I will consist of data entry along with reporting. Phase II will be rolled out prior to April 1st which will include a field to add the stabilization amount, changing reports on the tax side, and the budgetary application. Phase III, the final phase will address the tax lien process.

Health Insurance Premiums

We met last week to set the health insurance premiums for the calendar year beginning January 1st. The rate was set at a 4.5% increase over the current calendar year. We estimated a 6% increase in premiums for the second half of our fiscal year.

Old Business

December 6, 2022, Select Board Meeting- Cancel- (1:21:56-1:26:17)

Selectperson Perrin, seconded by Selectperson Haile, moved to cancel the December 6, 2022, regular Select Board meeting. **Vote: 4 Yes.**

Chairperson Sites explained that the Planning Board is scheduled to meet on December 13th and suggested that the Select Board start their meeting at 5:30pm to accommodate the Planning Board so that they can still hold their meeting the same evening beginning at 7:00pm.

Chairperson Sites, seconded by Selectperson Berry moved to start the December 13, 2022, regular Select Board meeting at 5:30pm and request that the Planning Board move their meeting at 7pm so that they can conduct their business on the same night. **Vote: 4-0 Yes.**

New Business – (1:26:18-1:33:08)-

Chairperson Sites stated that at the last meeting the Select Board touched on the Board and Committee conduct and social media policy. A draft will be presented on November 15th.

The Planning Board and EDSC is working on LUO. There is LD 2003 as well as general cleanup that we have been speaking with Ben Smith, Planner to assist us with. The Select Board needs to set milestones around the process. He will be working with the Town Manager in the background to set a timeline.

Selectperson Berry said that she has heard from many voters both for and against the proposed LUO changes about the complicated nature of the changes and how they appear on the ballot. She said people are unhappy about the information that is out there. She feels that the Town Meeting model is the best forum to send LUO changes in the future as it provides an opportunity to explain and answer questions before they vote. She will commit to sending complicated issues to Town Meeting rather than a referendum in the future.

Selectperson Perrin said this was one of her main concerns that she raised the night that the Board voted to send this to referendum.

Selectperson Haile brought up the anonymous letter that was sent to the residents on the proposed changes to the LUO. She said the letter did not come from the Town. As a Select Board we have looked into the various rules and laws of the State of Maine and have talked with the Ethics Commission. She feels that the residents of North Yarmouth should know who is persuading them to vote in a certain way and that they should always consider the source. If you have an opinion that you are not proud of, maybe you shouldn't be saying it.

Any Other Business- (1:33:08-1:33:14)

Chairperson Sites excused Selectperson Hodgetts from tonight's meeting.

Adjournment- (1:33:14-1:33:23)

Selectperson Perrin, seconded by Selectperson Haile moved to adjourn at 8:20pm. **Vote: 4 Yes.**

Diane Barnes
Town Manager/Recording Secretary

Select Board

Brian Sites, Chair

Amy Haile, Vice Chair

Paul Hodgetts

Katherine Perrin

Andrea Berry

MUNICIPAL CLERK'S RETURN AND CERTIFICATE

AS TO RESULTS OF VOTING

TOWN OF NORTH YARMOUTH

I certify that the result of the vote taken on Questions 1 through 5 of the Special Town Meeting Warrant and Notice of Election in the Town of North Yarmouth, covering the Articles 2 through 6 Municipal Referendum held November 8, 2022 relating to the Charter Amendments (Questions 1 though 4) and Land Use Ordinance (Question 5) is as follows:

ARTICLE 2:	Question 1
Yes	2291
No	341
blank	130
total	2762

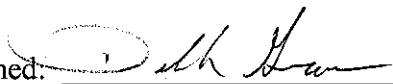
ARTICLE 5:	Question 4
Yes	2146
No	398
blank	218
total	2762

ARTICLE 3:	Question 2
Yes	2232
No	370
blank	160
total	2762

ARTICLE 6:	Question 5
Yes	1454
No	908
blank	400
total	2762

ARTICLE 4:	Question 3
Yes	2275
No	288
blank	199
total	2762

Dated: November 9, 2022

Signed:  _____, Town clerk

(seal)



Town of North Yarmouth, Maine Special Town Meeting Minutes

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

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of North Yarmouth in said County of Cumberland and State of Maine, qualified by law to vote in town affairs, to meet at Wescustogo Hall & North Yarmouth Community Center in said Town on Tuesday, the 8th day of November 2022 A.D., at seven o'clock in the forenoon, then and there to act upon Article 1 and by secret ballot on Articles 2-6 set out below, the polling hours therefor to be from seven o'clock in the forenoon until eight o'clock in the afternoon, said articles being the following:

ARTICLE 1. To elect by written ballot a Moderator to preside at said Special Town Meeting and Election.

Motion by Elizabeth Chandler nominating James Knight as moderator for the day, motion seconded by Stacey Holden. Motion carried.

ARTICLE 2. To vote by secret ballot on the following referendum question:

Shall the Town of North Yarmouth approve the charter amendment reprinted below?

[Note: Proposed deletions are ~~struck through~~; additions are underlined.]

Article I. Town Meeting and Elections

1. **Town Meeting.** Town meetings shall be held as provided below:

- a. The Select Board shall convene an annual Town Meeting ~~on a Saturday in April~~ on or before June 30th of each year for the purpose of considering and adopting the budget and such other matters as appear on the meeting's warrant. The annual Town Meeting date shall be established by the Select Board not later than the preceding ~~February 1st~~ April 1st.

...

Article II. Select Board

...

3. **Chair of Select Board.**

At the first ~~regular~~ meeting of the Select Board on or after July 1st of a year, the Select Board shall elect a chair to serve until the following June 30th. In the event the chair ceases to serve as a selectperson, resigns as chair, or is otherwise unable to discharge his or her duties prior to the end of such term, the Select Board shall elect a new chair as soon as practicable. By an affirmative vote of not less than four members, the Select Board may vote to remove a chair

prior to the expiration of their term and thereafter by an affirmative vote of no less than three members, elect a replacement.

[The effective date of this amendment is November 9, 2022.]

Yes Votes | 2291, No Votes | 341, Blank Votes | 130

ARTICLE 3. To vote by secret ballot on the following referendum question:

Shall the Town of North Yarmouth approve the charter amendment reprinted below?

[Note: Proposed deletions are ~~struck through~~; additions are underlined.]

Article I. Town Meeting and Elections

...

2. **Elections.** An annual municipal election shall be held in June for the purpose of electing town officials and for voting on referendum questions and other secret ballot questions. Except as otherwise provided herein or in state law, the following offices shall be elected by secret ballot at the annual municipal election: Select Board/Board of Overseers & Overseers of the Poor; Yarmouth Water District Trustee; Directors of MSAD #51; Budget Committee; and Cemetery Commission. Other elections shall be held as provided by state law.

...

Article II. Select Board

1. **Select Board/Board of Overseers of the Poor.** There shall be a Select Board/Board of Overseers of the Poor consisting of five (5) members elected to staggered three (3) year terms. The terms of those elected to the Select Board shall expire on June 30th of their expiration year.

...

Article V. General Provisions

...

3. Transition Provisions.

...

- b. The prohibition on serving as a Selectperson pursuant to Article II, Section 5(b) shall apply to all ~~selectmen~~ Selectpersons as of the effective date of the charter. Should the prohibition create a conflict for any Selectperson elected prior to the effective date, that Selectperson's seat becomes vacant as of the effective date of the charter unless the Selectperson eliminates the conflict before the effective date.

[The effective date of this amendment is November 9, 2022.]

Yes Votes | 2232, No Votes 370, Blank Votes | 160

ARTICLE 4. To vote by secret ballot on the following referendum question:

Shall the Town of North Yarmouth approve the charter amendment reprinted below?

[Note: Proposed deletions are ~~struck through~~; additions are underlined.]

Article II. Select Board

...

2. **Qualifications.** The Select Board shall be registered voters of the town who maintain a permanent, principal residence in the town at all times during their term of office. For purposes of this subsection, "permanent, principal residence" shall mean that place where a person has established a fixed and principal home to which the person, whenever temporarily absent, intends to return, consistent with the factors listed in 21-A M.R.S. § 112(1)(A).

...

4. **Powers and Duties.**

...

- g. The Select Board shall make appointments to boards, commissions and committees from time to time. In the case of elected positions described in Article IV below, the Select Board shall have the authority to appoint members to otherwise elected committee positions in the event of removal, disability, or resignation, and in the event no qualified candidate is elected on a secret ballot. Such appointments shall be for the unexpired term of such position, unless otherwise provided by statute or other law.

...

Article IV. Elected and Appointed Boards, Commissions, Committees and Officials.

1. **Elected Boards, Commissions, Committees, and Officials, and Qualifications.** The following positions shall be registered voters of the town who maintain a permanent, principal residence in the town at all times during their term of office and shall be elected by secret ballot. For purposes of this section, "permanent, principal residence" shall have the same meaning as set forth in Article II, Section 2.

...

2. **Appointed Boards, Commissions, Committees and Officials, and Qualifications.** The following boards, commissions, committees and officials shall be appointed by the Select Board, and shall consist of members who are registered voters of the town who maintain a permanent, principal residence in the town at all times during their term of office. For purposes of this section, "permanent, principal residence" shall have the same meaning as set forth in Article II, Section 2.

...

3. **Vacancy, Forfeiture.** The office of a member of any elected or appointed board, commission or committee listed in Article IV, Sections 1 and 2 shall become vacant upon the member's death, resignation, non-acceptance, or removal from office in any

manner designated by law, or by forfeiture if he or she lacks at any time during their term of office any qualification of the office as described by this charter or by law.

[The effective date of this amendment is November 9, 2022.]

Yes Votes | 2275, No Votes | 288, Blank Votes | 199

ARTICLE 5. To vote by secret ballot on the following referendum question:

Shall the Town of North Yarmouth approve the charter amendment reprinted below?

[Note: Proposed deletions are ~~struck through~~; additions are underlined.]

Article IV. Elected and Appointed Boards, Commissions, Committees, and Officials

a. Board of Assessment Review. There shall be a Board of Assessment Review consisting of three (3) regular members and two (2) alternate members appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the Board of Assessment Review shall expire on June 30th of the expiration year. The Board of Assessment Review shall elect from their membership a chair and a secretary at its first regular meeting occurring on or after July 1st of each year. Other than for purposes of electing the chair and secretary, an alternate may only vote in the absence of a regular member.

...

d. ~~Parks & Recreation~~ Committee. There shall be a ~~Parks & Recreation~~ Committee consisting of ~~seven (7)~~ five (5) members appointed by the Select Board to staggered three (3) year terms. The terms of those appointed to the ~~Parks & Recreation~~ Committee shall expire on June 30th of their expiration year. The Parks Recreation Committee shall elect from its membership a chair and a secretary at its first regular meeting occurring on or after July 1st of each year.

(i) ~~The Parks & Recreation~~ Committee shall advise the town and municipal officers on matters of the town's parks and recreation and supervise any ~~parks and recreation~~ programs by the town.

(ii) ~~The Parks & Recreation~~ Committee shall oversee any town property designated as a parks and recreation area by the Select Board and make recommendations to the Select Board regarding its use.

[The effective date of this amendment is November 9, 2022.]

Yes Votes | 2146, No Votes | 398, Blank Votes | 218

ARTICLE 6. To vote by secret ballot on the following referendum question:

Shall an ordinance entitled "2022 Amendments to the Town of North Yarmouth Land Use Ordinance to Modify Space and Dimensional Requirements in the Village Center District" be enacted?

[A copy of the proposed ordinance amendments is posted together with this warrant and is hereby incorporated into this warrant by reference.]

Yes Votes | 1454, No Votes | 908, Blank Votes | 400

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

Respectfully submitted.

_____, November 9, 2022
Deborah Allen Grover, Town Clerk

Town Manager Monthly Project Agenda (December 2022)

The following list includes goals for work to be completed within specific projects in the following month. This in no way represents a list of all work done within this department, nor does it guarantee that all items will be completed exactly on schedule. The constantly changing requirements placed by the public and internal service aspect of my department along with cooperation with outside agencies will always come into play when scheduling projects within the town.

Department	Project	Items to Complete
Town Manager	<ul style="list-style-type: none"> • CIP • Budget • GPCOG • Casella Contract Policy • Department Head Meetings • Ordinance Amendment • PACTS Funding • Technology • Audit • Rail Use Advisory Council • Annual Town Report • TIF Amendments • Select Board Goals • Personal Property Tax Collection • Street Name Project • Personnel Policy Review • Employee Appreciation 	<p>Begin work on a comprehensive capital improvement plan-ongoing</p> <p>Review and begin work on the FY 24 budget restructuring-ongoing</p> <p>Attend monthly PACTS Policy Committee meetings-ongoing</p> <p>Finalize Casella Contract for Select Board Approval in November-ongoing</p> <p>Schedule monthly department head meetings-ongoing</p> <p>Review ordinance for proposed amendments-ongoing</p> <p>Meet with Olver Associates on site to finalize project and cost estimates for funding- completed</p> <p>Work with ION Networking to start cyber security training.</p> <p>Continue work on the FY 22 Final audit-ongoing</p> <p>Attend monthly meetings of the Rail Use Advisory Council-ongoing</p> <p>Start work on Manager’s report and Tax Collector reports for annual Town Report</p> <p>Work with the Assessor and Legal on proposed TIF Amendments and Technical revisions for a February 1st target date to send to DECD.-ongoing</p> <p>Begin working on wage and benefit compensation study/proposal</p> <p>Sent out demand letters to FY 21 & 22 delinquent taxpayers, making calls to collect taxes, will send out final letter before turning over to legal to file UCC liens-ongoing</p> <p>Review of alike street names, met with Fire Chief and CEO, researching process to make name changes-ongoing</p> <p>Work with Debbie on updating the personnel policy</p> <p>Work with Debbie on ideas to present to the SB for employee appreciation and service</p>

	<ul style="list-style-type: none">• Fee Schedule Update• Admin/Finance Asst.	Work on updates to the fee schedule Hire Admin/Finance Assistant. Sharing duties until position is filled. Completed
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**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Standing Committees with statutory responsibilities

Task	Responsible Party	Recommended Timeline (6 Weeks)
Notify Select Board of vacancy	Committee Chair	ASAP
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison	6 weeks from deadline
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager	4 weeks and 2 weeks from deadline
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair	4 weeks and 2 weeks from deadline
Complete application	Candidate	
Send application to Select Board liaison and committee chair	Town Manager	rolling basis
Develop interview committee of committee chair, selectboard members, town manager	committee chair, selectboard members, town manager	1 week from deadline
Develop interview questions	interview committee	1 week from deadline
Conduct interviews and discuss candidate qualifications	interview committee	1 week after deadline
Recommend candidate to Select Board for appointment	interview committee	2 weeks after deadline
Register candidate for appropriate MMA training	Town Manager	ASAP

Standing Committees

Task	Responsible Party	Recommended Timeline (6 Weeks)
Notify Select Board of vacancy	Committee Chair	ASAP
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison	6 weeks from deadline
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager	4 weeks and 2 weeks from deadline
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair	4 weeks and 2 weeks from deadline
Complete application	Candidate	
Send application to Select Board liaison and committee chair	Town Manager	rolling basis

**North Yarmouth Select Board 2022-2023
DRAFT Committee Appointment Process**

Task	Responsible Party	Recommended Timeline (6 Weeks)
Develop interview committee of committee chair and committee members	Committee Chair	1 week from deadline
Develop interview questions	interview committee	1 week from deadline
Approve interview questions for legality	Town Manager	1 week from deadline
Conduct interviews and discuss candidate qualifications	interview committee	1 week after deadline
Share candidate qualifications and recommendation with committee, hold vote to recommend candidate	interview committee	2 weeks after deadline
Recommend candidate to Select Board for appointment	interview committee	2 weeks after deadline

Ad-Hoc Committees

Task	Responsible Party	Recommended Timeline (6 Weeks)
Notify Select Board of vacancy	Committee Chair	ASAP
Create job description with desired candidate qualifications and application deadline	Committee Chair and SB Liaison	6 weeks from deadline
Coordinate outreach via town website, town Facebook, and town weekly email	Town Manager	4 weeks and 2 weeks from deadline
Coordinate outreach via committee Facebook, committee member outreach	Committee Chair	4 weeks and 2 weeks from deadline
Complete application	Candidate	
Send application to Select Board liaison and committee chair	Town Manager	rolling basis
Develop interview committee of committee chair and committee members	Committee Chair	1 week from deadline
Develop interview questions	interview committee	1 week from deadline
Approve interview questions for legality	Town Manager	1 week from deadline
Conduct interviews and discuss candidate qualifications	interview committee	1 week after deadline
Share candidate qualifications and recommendation with committee, hold vote to recommend candidate	interview committee	2 weeks after deadline
Recommend candidate to Select Board for appointment	interview committee	2 weeks after deadline

Town of North Yarmouth
Boards and Committees Standard of Conduct Policy

- I. **PURPOSE** The Town recognizes that all individuals elected and/or appointed by the Town must maintain and enforce respectful discourse with their fellow elected and/or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion.

This policy provides a centralized standard of conduct for all elected and appointed officials in the Town.

- II. **APPLICABILITY** This policy and all its sections shall apply to all elected and appointed officials acting on behalf of the Town and covers all their actions and communications whether spoken or written including but not limited to all electronic communications including social media.

- III. **CODE OF CONDUCT** All Town elected and appointed officials are expected to act honestly, conscientiously, reasonably and in good faith always having regard to their responsibilities, the interests of the Town and the welfare of its residents.

The Town elected and appointed officials must refrain from communicating or acting in a disrespectful, abusive and/or threatening manner towards members of the community, other elected or appointed officials, the Town Manager or Town Staff.

All elected and appointed officials must fully comply with the Town's Anti-Harassment and Anti-Discrimination Policy.

Further, all elected and appointed officials of the Town must assume the following responsibilities:

A. Conduct Generally and in Relation to the Community

- Remember that you represent the Town of North Yarmouth at all times.

- Recognize that the chief function of local government always is to serve the best interests of all residents of the community.
- Demonstrate respect for the public that you serve.
- Conduct yourself in a manner that imparts public confidence in our local government.
- Be well informed concerning the local and state duties of a board/committee member.
- Never appear to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally, or financially from your board/committee position.
- Safeguard confidential information.
- Conduct official business in such a manner that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted, conduct the business of the public in a manner that promotes open and transparent government.
- Comply as fully as possible with all Town policies, including, without limitation, the following:
 - Harassment and Discrimination Policy
 - Fraud Policy
- Comply as fully as possible with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law (Title 1, Chapter 13 §403)
 - The Conflicts of Interest Statute (Title 30-A, Chapter 123 §2605)

B. Conduct in Relation to other elected and appointed officials

- Treat all members of the board/committee to which you belong with respect despite differences of opinion; keeping in mind that professional respect does not preclude honest differences of opinion but requires respect within those differences.
- Participate and interact in official meetings with dignity and decorum fitting those who hold a position of public trust.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chairman should you for any reason be unable or unwilling to continue to serve. Formal notice to resign from a board/committee requires written notification to the Town Manager.

- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/committee outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board/committee until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

C. Conduct in Relation to the Town Manager

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Manager full responsibility for discharging his or her disposition and/ or solutions.
- Refrain from giving orders or directions to the Town Manager for action as an individual board/committee member.
- Refrain from providing information to the Town Manager that you would not be willing to share with other board/committee members.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of everyone.
- Refrain from giving instructions to or requesting assistance from Town staff but rather channel all such activities through the Town Manager.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Manager through private communication.
- Officials who interact with Town staff must do so in a respectful manner and understand employees should not be expected to take direction from any individual official on any matter.

E. Conduct on Social Media

- Remember that their online persona reflects their character.
- All officials are expected and required to conduct themselves online in a manner consistent with the Town's policies and standards of conduct.

- Officials must not reveal any confidential or privileged information about the Town, its constituents, or its contractors.
- Officials shall be as honest and accurate as possible when posting information or news.
- Officials should not use social media to post rumors or conjecture about the Town, its employees, constituents, officials, suppliers, vendors, or contractors.
- Officials may only express their personal opinions and should never represent themselves on social media as a spokesperson for the Town, unless specifically designated to do so.
- It is recommended that officials refrain from providing public opinions on a matter before their Committee, Comments include “liking” a post or other similar responses on a social media site.
- Make a clear distinction between personal and campaign social media accounts.
- Consult the Town Manager for applicable record retention schedule and method, before deleting posts or comments, or blocking citizen social media accounts.
- Provide a link back to the Town’s official website when posting Town information.
- Remember that any online communication, no matter the intended audience, has the potential to become public record.
- Respect all laws governing copyright and fair use.

IV. ENFORCEMENT

Example 1

If any elected or appointed official is accused of violating the Town’s Harassment and Discrimination Policy, the Town Manager shall refer the matter for investigation to a disinterested outside firm or individual qualified to investigate the alleged conduct. The Town Manager shall not be obliged to obtain any additional authority; this Code shall be sufficient authority. The firm or individual to whom the matter is referred shall promptly investigate the matter and report back findings of fact and recommendations to the Town Manager. The Town Manager shall share the reported findings and recommendations with the elected official’s board/ committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter.

In addition to any other remedies or enforcement options available under the law, each board or committee may vote to censure any elected/appointed member and the

appointing authority may decline to reappoint an individual who violates any provision of this Code of Conduct.

If an elected or appointed official is accused of violating any other provision of this Code of Conduct, the board or committee that the official represents or if applicable the appointing authority may take such action as is authorized by law and as it deems fit or it may vote upon request of the Town Manager or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. This firm or individual shall promptly investigate the matter and report back findings of fact and recommendations to the Town Manager. The Town Manager shall share the reported findings and recommendations with the board/committee. The board/committee shall then take such action as is authorized by law and as it deems fit in response to the matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.

Example 2

1. Self-Enforcing (members must sign a statement affirming that they will uphold the standards).
2. Board of Selectmen (Chairs of Boards, Commissions and Committees and the Town Administrator have the additional responsibility to intervene when actions of members appear to violate the code.
3. Complaints from any member of a Board, Commission or Committee goes directly to Board of Selectmen. Complaints from public directed to Town Manager who may consult with Board Chair and/or Town Attorney.

Consequences

- Reprimand
- Formal censure for elected officials and appointed officials.
- Suspension or loss of committee assignment

Example 3

1. If the Select Board believes another member has violated the code, they should first attempt to informally address and resolve the matter with the other member if appropriate.
2. If not, the complaining Select Board member may ask for an executive session to discuss their complaint.

3. The Select Board member against which the complaint is made shall be given reasonable advance notice of the meeting at which the matter will be discussed and have the right to be heard. They may also choose to have the discussion in open session. -

Consequences

Sanction, including a public statement as to the reason.

Sanction may be in form of oral reprimand, written reprimand, or formal sanction.

Severe offenses may result in expulsion from office (requires super-majority vote).

Based on a review of these municipalities and other model Codes of Ethics/Conduct from various civic institutions, initial review by a Town Administrator or Board/Council in executive session is important so as to eliminate any spurious claims from being made broadly public. If after initial review of the complaint there is concern a violation has occurred, a transparent public process to address the issues best maintains public trust.

Town of North Yarmouth Select Board Business

X. New Business

November 15, 2022

Interim Manager Appointment-Debbie Allen Grover from 11/25/2022-12/9/2022

The Town Manager will be away on vacation from 11/25/2022 through 12/9/2022. It is suggested that the Board of Selectmen appoint an Interim Manager to fulfill the administrative and executive functions of the town while the Manager is away.

SUGGESTED MOTION

Move that the Select Board appoint Debbie Allen Grover Interim Manager from 11/25/2022 through 12/9/2022.

Fraud Policy

This policy outlines the Town's protocols for preventing and detecting fraud, waste, or abuse in its organization.

The purpose of this policy raises awareness amongst staff and to guide employees on the proper methods for handling fraud and outlines what will happen if fraud is detected.

SUGGESTED MOTION

Move that the Select Board adopt the Fraud Policy as presented.

Pine Tree Waste, Inc.-Contract Renewal

Pine Tree Waste, Inc. is moving away from manual rear load collection to automated collection in 2023. Without a commitment to go to an automated collection, the longest they would be willing to extend an existing manual rear load collection would be one year. The proposed schedule is as follows:

Detailed written transition plan from Contractor to Town	January 2023
Driver and helper hiring and training	February 2023
Cart community outreach and education	May-August 2023
Cart assembly and delivery*	October 2023
Automated collection commencement	November 1, 2023

Town of North Yarmouth

Select Board Business

X. New Business

Extensive progress has been made to agree on a multi-year contract. As we move forward with this change, I will be working closely with Windham and Falmouth to provide the best option for purchasing and maintain the totes/carts.

SUGGESTED MOTION

Move that the Select Board approve and authorize the Town Manager to sign the Municipal Solid Waste and Recyclable collection contract renewal with a term expiring June 30, 2018 and Cart agreement as presented.

Northstar Planning-LUO Audit Contract

This specific work is for an audit of the Land Use Ordinance, last revised April 30, 2012. The goal of the audit is to provide a comprehensive overview of inconsistencies, unclear standards or processes, policy gaps, and duplications, in order to assist the Town with creating a work plan to make priority ordinance updates. The audit is a comprehensive ordinance review and will result in a list of suggested updates in the form of organizational changes to the Land Use Ordinance document itself, technical updates and corrections, and changes to standards and policies within the ordinance.

This work is expected to take 8-10 weeks. Presuming an early December start, this work should be complete by mid-February, which would potentially leave time to get early recommendations on a Spring town meeting agenda.

SUGGESTED MOTION

Move that the Select Board approve and authorize the Town Manager to sign the LUO Audit Contract with Northstar Planning as presented.

LD 2003 GPCOG Initial Briefing-January 3rd or January 17th, 2003

SUGGESTED MOTION

Move that the Select Board schedule GPCOG to brief the Select Board on LD 2003 on

FRAUD POLICY
TOWN OF NORTH YARMOUTH

The Town of North Yarmouth recognizes the importance of protecting the organization, its taxpayers, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, the Select Board and management must clearly communicate the fraud prevention policy to both internal and external customers, vendors, and employees.

The Town recognizes a zero-tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all Elected and Appointed officials. Additionally, this policy covers all vendors, customers, and employees to the extent that any Town resources are involved or impacted.

Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

- Falsification of expenses and invoices
- Theft of cash or fixed assets
- Alteration or falsification of records
- Failure to account for monies collected
- Knowingly providing false information on job applications
- Knowingly providing false information in requests for funding

Corruption is defined as the offering, giving, soliciting, or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include bribery, conspiracy, and extortion.

REPORTING OF FRAUD OR CORRUPTION

Allegations and concerns about fraudulent or corrupt activity may come from various sources including employees, vendors, members of the public, results of internal or external audit reviews, or from any other interested parties.

All employees and officers have a duty to report concerns they have, or information provided to them about the possible fraudulent or corrupt activity of any officer, employee, vendor, or any other party with any association with the Town. Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately.

Concerns should be reported to any of the following:

- | | |
|-------------------|--|
| Town Manager | The Employee's Immediate Supervisor |
| Town Select Board | Anonymous Fraud and Corruption Hotline 829-3705 Ext. 207 |
| Town Attorney | |

Retaliation and retribution will not be tolerated against any employee or officer who reports suspected fraudulent or corrupt activities. However, if an employee is determined to have acted maliciously or with deceit, the employee will be subject to disciplinary action.

All reports will be taken seriously and will be investigated by internal audit staff and/or legal department who will be appointed by the Town Manager or the Select Board when necessary. If deemed necessary, the Town will notify and fully cooperate with the appropriate law enforcement agency. Any investigation resulting in the finding of fraud or corruption will be referred to the Town Manager and Town Attorney for action. Fraudulent or corrupt activities that result in disciplinary action will be reported to the Select Board.

DETECTING FRAUD AND CORRUPTION

The Town has established internal controls, policies, and procedures to deter prevent and detect fraud and corruption. All new full-time employees are subject to background investigations including a criminal background check(s). All temporary, part-time, and seasonal employees will be subject to a criminal background check based on position and possible duration of employment. The Town will also verify all applicants' employment history, and personal references prior to making an offer of employment.

All vendors, contractors and suppliers must be active, in good standing and authorized to transact business in the Town of North Yarmouth. Vendors, contractors, and suppliers maybe subject to screening, including verification of the individual or company's status as a debarred party.

When necessary, contractual agreements with the Town may contain a provision prohibiting fraudulent or corruptive acts and will include information about reporting fraud and corruption.

Town employees will receive fraud and corruption awareness training. New employees will receive this policy as part of their training at orientation. All employees will receive fraud and corruption awareness training annually.

CORRECTIVE ACTION

Final determination regarding action against an employee, vendor, recipient, or other person found to have committed fraud or corruption will be made by the Town Manager. Final determination regarding actions against a Select Board will be made according to Article V. section 4 Conflicts of Interest of the Town Charter.

Offenders at all levels of the Town will be treated equally regardless of their position or years of service with the Town. Determinations will be made based on a finding of facts in each case, actual or potential damage to the Town, cooperation by the offender and legal requirements.

Depending on the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand and a probationary period to legal action – either civil or criminal. In all cases involving monetary losses to the Town, the Town will pursue recovery of losses.

Adopted by Town Select Board: 11/15/2022

MEMORANDUM FROM THE TOWN MANAGER'S OFFICE

TO: ALL TOWN EMPLOYEES
FROM: DIANE BARNES, TOWN MANAGER
SUBJECT: FRAUD POLICY

Please read the attached Fraud Policy, if you have any questions, please don't hesitate to contact me.

Once you have completed your review of the Fraud Policy, please sign this memo, and return it to the Town Manager's office.

Employee Name

Employee Signature

Date

**SOLID WASTE AND RECYCLABLE
MATERIAL COLLECTION SERVICES
AGREEMENT
TOWN OF NORTH YARMOUTH, MAINE**

This Agreement made as of the 1st day of July, 2022 (the "Effective Date") by and between Pine Tree Waste, Inc. (~~"Contractor";~~), a ~~Maine corporation, wholly owned subsidiary of Casella Waste Systems, Inc.,~~ and the Town of North Yarmouth, Maine (~~"Town";~~).

WHEREAS, the Contractor is in the business of collecting and transporting Municipal Solid Waste and Recyclables for ultimate disposal or processing; and

WHEREAS, the Town desires to engage Contractor ~~to collect for the curbside collection of~~ Municipal Solid Waste and Recyclable Materials ~~at street side and~~ for ~~the transportation of the same to~~ ~~designated ecomaine's~~ disposal and processing facilities.;

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

1. DEFINITIONS: For purposes of this Agreement, the following terms shall apply:

~~**Municipal Solid Waste ("MSW"):** Non-baled solid waste normally disposed of by households in the State of Maine, not including, Bulky Waste, White Goods, and Commercial Waste; as defined herein, and not containing any Hazardous Waste.~~

~~**Recyclable Material:** All items approved by ecomaine as acceptable Single Sort material that are placed at the curbside on collection day in an appropriate container.~~

~~**Approved Recycling Container (Manual Collection):** A container that does not exceed 30-gallon capacity, nor weigh more than 40 lbs. when full with handles.~~

~~**Approved MSW Container (Manual Collection):** A North Yarmouth approved plastic bag that does not exceed 30-gallon capacity, nor weigh more than 40 lbs. when full. Contractor is not responsible for the collection and removal of any MSW that is not inside the approved plastic bag.~~

~~**Approved Automated Collection Containers:** Recycling and MSW Containers that are pre-approved by Contractor and are compatible with automated collection vehicles put in service by Contractor.~~

~~**Approved MSW Container (Manual Collection):** A North Yarmouth approved plastic bag that does not exceed 30-gallon capacity, nor weigh more than 40 lbs. when full. Contractor is not responsible for the collection and removal of any MSW that is not inside the approved plastic bag.~~

~~**Approved Recyclable Materials Container (Manual Collection):** A container that does not exceed 30-gallon capacity, nor weigh more than 40 lbs. when full with handles.~~

~~**Bulky Waste:** A large item or bundle, other than commercial Construction and Demolition Debris or hazardous waste, or White Goods which cannot fit into a container or bag. Bulky Waste is addressed in Section 4 of this Agreement.~~

~~**Commercial Waste:** Any waste generated from a commercial source, which shall not be collected under the guidelines of this Agreement.~~

Style Definition: Comment Text

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Construction and Demolition Debris ("C&D"): Waste building materials resulting from the process of construction, remodeling, repair, and demolition activities. Construction and Demolition Debris is addressed in Section 4 of this Agreement.

~~ecomaine, Inc (ecomaine):~~ **Shall mean the:** The facility duly permitted to receive "MSW/MSW and "Recyclable Material" for disposal and processing from the Town, located in Portland, Maine. All collection of MSW and Recyclable Material transported to ecomaine shall be limited to "acceptable waste" as determined by ecomaine. For the purposes of this Agreement "acceptable waste" shall be ~~defined as~~ MSW and Recyclable Material as defined herein.

~~**Bulky Waste:** A large item or bundle, other than commercial construction and demolition debris or hazardous waste, or White Goods which cannot fit into a container or bag. Bulky Waste is not included in the scope of this Agreement~~

~~**Construction and Demolition Debris:** Waste Building Materials resulting from the process of construction, remodeling, repair, and demolition activities. Construction and Demolition Debris is not included in the scope of this Agreement~~

~~**Residence:** A dwelling unit such as a home, trailer or multi family dwelling with three units or less, not including commercial properties, motels or hotels.~~

~~**Approved Resident User:** Any occupant of a residence.~~

Hazardous Waste: Wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, or other special wastes as defined by State and Federal regulations. Hazardous Waste is not included in the scope of this Agreement.

Municipal Solid Waste ("MSW"): Non-baled solid waste normally disposed of by households in the State of Maine, not including Bulky Waste, White Goods, or Commercial Waste; as defined herein, and not containing any Hazardous Waste.

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Recyclable Material: All items approved by ecomaine as acceptable single-sort material that are placed at the curbside on collection day in an Approved Recyclable Materials Container.

~~**Residence:** A dwelling unit such as a~~ **Commercial Waste:** Any waste generated from a commercial source shall not be collected under the guidelines of this Agreement.
house, mobile home, or multi-family dwelling with three units or less, not including commercial properties, motels or hotels.

White Goods: Any large metal items which cannot fit into a container or bag. White Goods are not included in the scope of this Agreement.

2. TERM:

The Initial Term of this Agreement shall be for ~~the period~~ six (6) years, beginning July 1, 2022 to and ~~concluding~~ expiring June 30, 2028. ~~The, unless earlier terminated in accordance with this Agreement may.~~ The Term of this Agreement shall be automatically renewed for ~~one (1)~~ three (3), additional ~~two (2)~~ one (1) year ~~period if mutually agreed periods (each a "Renewal Term")~~, unless either party provides the other with written notice of termination at least six (6) months prior to ~~between the parties~~ the end of the Initial Term or any Renewal Term.

3. SCOPE OF SERVICES:

Curbside Collection

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Contractor will collect and transport MSW and Recyclable Material from the ~~street side of residences and other locations specified herein. Collection~~ curbside of all Residences and other locations listed on Schedule A. Contractor shall provide the Town with an updated Schedule A each July 1 to reflect any new Residences or other locations that are subject to curbside collection under this Agreement. Curbside collection of MSW and Recyclable Material will not start before 7:00 a.m. on the same day on routes established by Contractor and agreed to by the Town. MSW and Recyclable Material will be placed ~~street side~~ curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours will be ~~affected~~ permitted only upon mutual agreement of the parties, ~~or when Contractor reasonably believes that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.~~ Contractor will provide an adequate number of vehicles for the collection of MSW and Recyclable Material. Contractor will not pick up any container or bag that exceeds a weight of forty (40) pounds. Contractor will not collect tires, ~~bulky articles~~ Bulky Waste, C&D or other materials not specifically identified as acceptable MSW or Recyclable Material. Residents will have no limit on the amount of MSW or Recyclable Material that can be placed at ~~street side~~ curbside, provided that all MSW and Recyclable Materials are placed in ~~approved containers~~ an Approved MSW Container or Approved Recyclable Materials Container.

~~All~~ Contractor shall maintain all equipment used in the performance of this Agreement ~~will be maintained~~ in a clean and sanitary condition. ~~All~~ Contractor shall perform all services ~~shall be performed~~ in a neat, workmanlike manner subject to approval of the North Yarmouth Select Board ~~of Selectmen~~.

Contractor will transport all MSW and Recyclable Material collected under this Agreement to ecomaine for disposal or processing ~~to ecomaine~~. Contractor will be responsible for the disposition of such MSW and Recyclable Material to the location specified above, however, in no case will the Contractor take title to Hazardous Waste, Bulky Waste, White Goods, or Commercial Waste. Contractor shall not mix Commercial; or other non-residential MSW and/or Recyclable Material with those of the Town, nor will the Contractor mix ~~waste~~ MSW or Recyclable Material with any other ~~municipality~~ municipality's waste unless specifically authorized by the ~~Town's~~ Town's Select Board of Selectmen. The Town shall be responsible for all costs associated with the disposal of MSW and Recyclable Material at ecomaine.

Contractor shall collect MSW and Recyclable Material from Approved MSW Containers (Manual Collection) and Approved Recyclable Materials Containers (Manual Collection) using compaction type trucks designed for manual collection until ~~service~~ the Town has transitioned to automated collection service under this Agreement. Once service has been transitioned to automated collection, Contractor shall utilize trucks of the type that will accommodate automated collection from Approved Automated Collection Containers.

Automated Collection

Contractor will endeavor to transition from manual collection to automated collection in accordance with the schedule set out below:

- | | |
|---|--|
| Sign Contract <u>contract and Order</u> | August/September <u>November</u> 2022 |
| New <u>order new trucks</u> | |
| Implementation Meeting <u>meeting with</u> | October <u>December</u> 2022 |
| Town | |
| Obtain accurate assessors property list | October <u>December</u> 2022 |
| Detailed written transition plan from | January <u>2023</u> |
| Contractor to Town | |

Driver & Helper Hiring and helper hiring and training	February 2023
Cart Community outreach & education	May-August 2023
Cart assembly & delivery	October 2023
Automated collection commencement	On or around November 1, 2023

*Current pricing contemplates automated collection as of November 1, 2023, but does not include carts/collection containers. Cart ownership and management is to be determined by the parties.

Collection and Holiday Schedule.

Collection will cover half the Town on Tuesday and half the Town on Thursday, and will convert to a three day schedule, to be mutually agreed between the parties, upon transition to automated collection services. The Contractor observes the following holidays: Independence Day, Thanksgiving, Christmas, and New Year's Day (each a "Holiday"). If a Holiday falls before the first collection day, then both collection days will be pushed forward by a day (collection would occur on Wednesday and Friday). If a Holiday falls between the two collection days or on the second collection day (on a Wednesday or a Thursday) then the second collection day would be pushed forward by a day, to Friday. In the event there is severe weather that would postpone the collection due to safety reasons, then the collection will be performed on the following Saturday. Any decision to postpone collection due to severe weather, will be made in conjunction with the ~~Town Administrative Assistant~~ Town Manager no later than ~~6 am by calling the Town Manager at a phone number to be provided for such purposes~~ 00am. Other changes to the collection schedule are subject to mutual agreement by Contractor and the Town via the Town Manager.

Daily Reports

At the end of each collection day, the Contractor shall fax or e-mail the Town Manager a summary of any incidents or difficulties that were encountered while providing contracted services to the Town's residents.

The Contractor shall be responsible for tagging any container or item that is not collected due to failure to meet contracted parameters. The tag shall identify the date and reason for ~~non-non~~ collection.

Non-Collection Protocol

All customer service calls shall be directed to the Contractor's Customer Service Department at the following number: 207-883-9777. The Contractor shall address missed stops on the same day, unless it is reported past 1:00 p.m., in which case the Contractor will return to pick up on the next day. If it is clear that the resident missed the curbside 7:00 a.m. time, the Contractor will not return to pick up, and the material will be collected the next week on the scheduled collection day.

Continuous Improvement

~~The Town and the Contractor agree~~ agrees to work ~~together~~ to find ways to reduce operational costs ~~to both~~, improve service efficiencies, and reduce environmental impact.

4. **FEES.** Town agrees to pay Contractor, for the above referenced services, the rates as specified below ~~(("Fees:"))~~.

Curbside Collection Fees

The Contractor shall invoice the Town monthly and the Town will pay Contractor within thirty (30) days

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of the date of the invoice per the following schedule:

- A. For the period of July 1, 2022 ~~through~~ October 31, 2022 \$14,601.00 per month.
- B. For the period of November 1, 2022 through June 30, 2023 \$17,816.00 per month
- C. For the period of July 1, 2023 through June 30, 2024 B Pricing Plus Annual Fee Increase
- D. For the period of July 1, 2024 through June 30, 2025 C Pricing Plus Annual Fee Increase
- E. For the period of July 1, 2025 through June 30, 2026 D Pricing Plus Annual Fee Increase
- F. For the period of July 1, 2026 through June 30, 2027 E Pricing Plus Annual Fee Increase
- G. For the period of July 1, 2027 through June 30, 2028 F Pricing Plus Annual Fee Increase

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Construction and Demolition Debris/Oversized Bulky Waste Fees

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One time per year, ~~the Town requires the Contractor to~~ shall deliver open-top roll-offs, to the Town of North Yarmouth Public Services Facility for the transportation and disposal of Construction and Demolition Debris/ Bulky Waste, asphalt roofing shingles, metal and universal waste. (~~Collection Town shall communicate to Contractor the collection~~ day, which is usually the first Saturday in June.)

Delivery of 30-yard Open-Top Roll-Offs (Construction and Demolition Debris)	\$120/ per container
Delivery of 40-yard Open-Top Roll-Offs (Metals)	\$120/ per container
Delivery and use of 2 (two (2)) Packer Trucks (Other Bulky Waste)	\$190/per hour
Transportation of 30-yard Open-Top Roll Off Containers	\$250/ per haul
Transportation of 40-yard Open-Top Roll Off Containers	\$250/ per haul
Transportation of 20-yard Open-Top Roll Off Containers	\$250/ per haul
Disposal of Licensed Site of C&D Materials	\$105/ per ton
Disposal of Bulky Waste	\$105/ per ton
Disposal of Mixed Metals	50/50 split

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Annual Fee Increase: ~~AH~~

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Beginning July 1, 2023, all Fees will be increased annually on July 1 by a percentage equal to the greater of (a) ~~three percent (3.0%)~~ or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection- ("CPI"). ~~The Fees shall not be increased by more than six and a half percent (6.5%) ("CPI Threshold") in any given year unless the CPI exceeds the CPI Threshold for two (2) consecutive years during the Initial Term or any Renewal Terms, in which case the CPI Threshold will not apply for the remainder of the Agreement.~~ Consumer Price Index increases for Garbage and Trash Collection will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>.

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Please refer to Schedule B for Annual Increase Examples.

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Fuel Adjustor ~~Casella~~

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Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in ~~Casella's~~ Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$6.2550 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. ~~Each month Casella will assess a Fuel Adjustor whenever~~ For any month of service in which the average monthly Index fuel price listed ~~for the month of service~~ (the "Service Month Index Price") exceeds the Floor Price, Contractor will assess a Fuel Adjustor. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history".

The Fuel Adjustor will be ~~made~~ calculated according to the following formula:
~~((Service Month Index Price - \$6.2550) / 6.2550) (15.4%) (Monthly Fee) = Fuel Adjustor~~
~~(Fuel Allocation in Pricing)~~

~~Pass Through Charges: Fees may be further adjusted upon thirty (30) days' notice to cover increases in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges.~~

For any month of service in which the Service Month Index Price drops below \$4.50 per gallon, Contractor will credit the Town 7.7%, based on the following formula:
 $(\$4.50 - \text{Service Month Index Price}) / 4.50 (7.7\%) (\text{Monthly Fee}) = \text{Fuel Adjustor}$

5. **INDEMNIFICATION.** Contractor will indemnify, ~~save,~~ and hold Town harmless from and against any and all loss, damages, claims, causes of action, and other expenses (including reasonable attorney's fees) arising from bodily injury, including death to persons, or property damage, including environmental liability, in any way attributable, directly or indirectly, to the ~~extent due to Contractor's negligence or omissions of Contractor;~~ provided, however, that in no event shall Contractor indemnify the Town to the extent that any loss, damage, claim, cause of action, or expense arises out of the negligence of the Town. The parties acknowledge that the Town is a political subdivision of the State of Maine to which the Maine Tort Claims Act applies. Nothing in this Agreement is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to the Town, its officers, agents and employees, pursuant to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et seq., or as otherwise provided by law.

6. **PERMITS AND LICENSES.** Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required for Contractor to perform the work and services described herein.

7. **INDEPENDENT CONTRACTOR.** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of Town, and no such person shall be entitled to any of the benefits available or granted to employees of Town.

8. **NON-ASSIGNMENT.** Neither Contractor nor Town shall assign, transfer, convey, or otherwise

hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

9. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor will comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

10. INSURANCE.

Contractor shall obtain and maintain insurance ~~in the name of "Town of North Yarmouth"~~ throughout the term of this Agreement sufficient to protect itself from risks associated with performance of this Agreement, at Contractor's sole cost and expense, but not less than the insurance ~~coverage~~coverages set forth below, with all *coverages being a combined single limit.

Worker's Compensation	Statutory
Employer's Liability	\$1M
**Commercial General Liability (Personal/Bodily Injury Liability)	\$2M
**Commercial General Liability (Property Damage Liability)	\$2M
*Automobile Liability (Bodily Injury)	\$3M
*Automobile Liability (Property Damage)	\$3M
Excess Umbrella Liability	\$5M Each Occurrence

Upon commencement of work under this Agreement, and during the term of this Agreement upon reasonable request of the Town, Contractor shall provide the Town with a copy of the certificate evidencing the above-referenced insurance coverages, and naming the Town as an additional insured on the Commercial General Liability, Automobile Liability, and Excess Umbrella Liability policies.

Nothing herein is intended nor shall it be construed to extend, modify or waive any of the defenses, immunities and limitations of liability available to Town under the Maine Tort Claims Act, codified at 14 M.R.S.A. §§ 8101-8118.

11. TERMINATION.

In the event Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify Contractor in writing of the nature of such default. ~~The Contractor upon receipt of said notice shall have twenty (20) days to correct the default with due diligence. If Contractor fails to correct the default as provided above, the Town reserves the right to terminate this Agreement with thirty (30) days' notice in writing. The Town also reserves the right to terminate this Agreement upon (30) days' notice if the Town funds become unavailable.~~ written notice to Contractor.

Notwithstanding any other provision of this Agreement, the parties agree that the amounts required to be paid by the Town under this Agreement are payable by the Town from appropriation by the legislative body (i.e., town meeting) each year. In the event that a sufficient amount to fund this Agreement for any contract year is not appropriated by the Town, this Agreement may be terminated by the Town of North Yarmouth Select Board without further obligation of the Town. In such event, the Select Board shall certify to Contractor that sufficient funds have not been made available to the Town to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

12. NOTICES. All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To Town:

Town of North Yarmouth
Attn: Town Manager
10 Village Square Road
North Yarmouth, ME 04097

To Contractor:

Pine Tree Waste, Inc.
Attention: General Counsel
~~Pine Tree Waste, Inc.~~
25 Greens Hill Lane
Rutland, ~~Vermont~~ VT 05701

Or to such other addresses as the parties may designate in writing.

13. WAIVER. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

14. LAW TO GOVERN. Town and Contractor agree that the laws of the State of Maine shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

15. TITLE OF SECTIONS. Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

16. AMENDMENT. This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

17. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

18. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, and permitted assigns.

19. ENTIRETY. This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

~~**20. LIMITATION OF LIABILITY.** Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.~~

~~21~~**20. FORCE MAJEURE**

(A) "Force Majeure" means shall mean any act, event or condition materially and adversely affecting

the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder. In no event shall general economic conditions, including but not limited to labor shortages or supply chain issues, be considered a Force Majeure under this Agreement.

(B) Neither party shall be liable to the other for damages without limitation (~~including liquidated damages~~) if such party's performance is delayed or prevented due to an event of Force Majeure ("Force Majeure Event"). In such event, the affected party shall promptly notify the other of the ~~event of~~ Force Majeure ~~Event~~ and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure ~~event~~Event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure ~~event~~Event requires.

(C) In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure ~~Event~~, the other party may, at any time thereafter, terminate this Agreement.

Signature Page Follows

AGREED AS OF THE DATE ABOVE WRITTEN.

TOWN OF NORTH YARMOUTH, MAINE

PINE TREE WASTE, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

COVERAGE AREA

**[CASELLA TO PROVIDE A MAP OR LISTING OF ROADS/ADDRESSES TO BE SERVICED
UNDER THIS AGREEMENT.]**

SCHEDULE B
ANNUAL INCREASE EXAMPLES

Example Increase Scenario 1:

First Year Increase (7/1/2023): 6.5% increase
Second Year Increase (7/1/2024): 7% increase
** (two consecutive year rule activated, threshold no longer applicable.)
Third Year Increase (7/1/2025): 6%
Fourth year increase (7/1/2026): 7%
Fifth increase (7/1/2027): 8%

<u>Example CPI Trash and Garbage</u> <u>Index:</u>
<u>2022: 7% (above threshold) *</u>
<u>2023: 8% (above threshold) *</u>
<u>2024: 6%</u>
<u>2025: 7%</u>
<u>2026: 8%</u>

Example Increase Scenario 2:

First year increase (7/1/2023): 6.5%
Second Year Increase (7/1/2024): 6%
Third year increase (7/1/2025): 6.5%
Fourth year increase (7/1/2026): 8%
** (two consecutive year rule activated, threshold no longer applicable.)
Fifth increase (7/1/2027): 9%

<u>Example CPI Trash and Garbage</u> <u>Index:</u>
<u>2022: 7% (above threshold) *</u>
<u>2023: 6% (below threshold)</u>
<u>2024: 7% (above threshold) *</u>
<u>2025: 8% (above threshold) *</u>
<u>2026: 9%</u>

Example Increase Scenario 3:

First year increase (7/1/2023): 6.5%
Second Year Increase (7/1/2024): 5%
Third year increase (7/1/2025): 6.5%
Fourth year increase (7/1/2026): 6%
Fifth increase (7/1/2027): 6.5%

<u>Example CPI Trash and Garbage</u> <u>Index:</u>
<u>2022: 7% (above threshold) *</u>
<u>2023: 5% (below threshold)</u>
<u>2024: 7% (above threshold) *</u>
<u>2025: 6% (below threshold)</u>
<u>2026: 9% (above threshold) *</u>

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November 7, 2022

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

Subject: Scope of Work, Land Use Ordinance Audit

Hello Diane,

Consistent with the Letter of Agreement between the Town of North Yarmouth and North Star Planning (NSP) dated June 21, 2022, this Scope of Work is intended to clarify the process, deliverables and timeline associated with Item 3 of that Work Scope to provide “other tasks as assigned and agreed to in advance to clarify task scope and authorized billable hours.”

This specific work is for an audit of the Land Use Ordinance, last revised April 30, 2022. The goal of the audit is to provide a comprehensive overview of inconsistencies, unclear standards or processes, policy gaps, and duplications, in order to assist the Town with creating a work plan to make priority ordinance updates. The audit is a comprehensive ordinance review, and will result in a list of suggested updates in the form of organizational changes to the Land Use Ordinance document itself, technical updates and corrections, and changes to standards and policies within the ordinance.

Work Scope

1. Coordination with Select Board, Planning Board and staff
 - a. NSP will meet with the Select Board and the Planning Board at the start of this project to help inform volunteers and the public of the scope of this project and to solicit early input on usability and technical issues with the ordinance.
 - b. NSP will meet with each Board to walk through draft findings and recommendations prior to finalizing the audit document.
 - c. The proposed schedule will result in 2 workshop agenda items for both the Select Board and Planning Board unless a joint workshop was anticipated.
2. Review of ordinance structure and essential elements
 - a. This task will focus on essential ordinance elements dealing with basic ordinance elements how the ordinance speaks to administration,

severability, enforcement, and appeals, as well as how the ordinance is organized for clarity and usability.

- 3. Review for consistency and clarity in definitions, standards, and zoning district requirements
 - a. This task will focus on ensuring all uses in the Land Use Table are defined, ensuring that defined terms appear later in the ordinance, and make recommendations on new or updated definitions or zoning district standards.
- 4. Review Site Plan and Subdivision process, and standards
 - a. This task will focus on recommendations related to both the administration of Site Plan and Subdivision Review. This will touch on submission requirements, how public hearings are conducted, and suggested updates to the review standards for new development.
- 5. Deliverables
 - a. Audit findings and recommendations document.
 - b. Redline/strikethrough copy of the Land Use Ordinance with minor corrections and clean up – typos and spelling correction level changes.

Timeframe

This work is expected to take 8-10 weeks. Presuming an early December start, this work should be complete by mid-February, which would potentially leave time to get early recommendations on a Spring town meeting agenda.

Compensation

This work will be included in the monthly invoices submitted to the town and called out as a separate line item from development review work.

Sincerely,

North Star Planning, LLC
Ben Smith, AICP
Principal

TOWN

PLANNER

Town of North Yarmouth, Maine

North Star Planning, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____