

**Town of North Yarmouth
Select Board Meeting Agenda
Wednesday, November 3, 2021
Select Board Meeting 7:00 PM
Wescustogo Hall & North Yarmouth Community Center**

I. Call to Order

- Pledge of Allegiance

The format and structure for Select Board meetings are authorized and governed by our Town Charter and the Select Board Bylaws with overarching guidance from Maine Statutes. Select Board members are not collectively or individually allowed to speak about personnel matters and may only address personnel matters in an executive session per State Statute Title 1 § 401-410.

II. Special Presentation

- Yarmouth Water District – Eric Gagnon, Superintendent
- Lisa Thompson, Community Center Director

III. Minutes of Previous Meeting(s)

- October 19, 2021

IV. Public Comment - Non-Agenda Items

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

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

V. Management Reports & Communications

- Town Office Report
- Quarterly Investment Report (July – September)

VI. Old Business

- None.

VII. New Business

- EDSC Request - Website
- Agenda Request – YWD Action Items
- Appointments – North Yarmouth School Fund Trustee
- Knight's Pond Property Acquisition

VIII. Accounts Payable - Review & Approval

IX. Any Other Business

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

X. Adjournment

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

November 3, 2021

Agenda - Section II. Special Presentations

- Yarmouth Water District – Eric Gagnon, Superintendent

PLEASE NOTE

The Yarmouth Water District was asked to present at this meeting to communicate their awareness of a citizen's concerns and address questions from the Board. Further discussion by the Board regarding the topic is also scheduled under "New Business" of the agenda.

The presenter has prepared their presentation based on the information and questions submitted to them. They are a knowledgeable resource and may be able to answer most questions, however detailed or specific questions may not be able to be answered right away.

Follow up answers to questions may be directed to the Yarmouth Water District, or if the Board pleases, included in a future report by the Town Manager.

-
- Lisa Thompson, Community Center Director

November 3, 2021

Agenda - Section III. Meeting Minutes

- *Move to approve the minutes for October 19, 2021 as presented. Second, discussion and vote follow.*

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, October 19, 2021
Wescustogo Hall & North Yarmouth Community Center**

Call to Order – At 5:00 PM, Brian Sites, Paul Hodgetts, and James Moulton were present. The interim Town Manager (will be referred to as Town Manager in the minutes), Christopher Bolduc, was also present. David Reed came shortly after 5:00 PM. Austin Harrell was present at 7:00 PM. Chairperson Sites called the meeting to order at approximately 5:00 PM.

Executive Session – (06:31) Chairperson Sites moved that the Select Board, MMA counsel, and the Town Manager enter into executive session pursuant to 1 M.R.S. § 405(6)(A) to review applications for the open town manager position at approximately 5:06 PM. Selectperson Moulton seconded the motion. Discussion: none.
Vote: 3 Yes – 0 No. (Selectperson Reed and Harrell were absent)

Chairperson Sites moved to come out of Executive Session at approximately 5:50 PM. Selectperson Moulton seconded. Discussion: none. **Vote: 4 Yes – 0 No. (Selectperson Harrell did not attend the meeting until 7 PM; Selectperson Reed was in attendance at the time of closing the executive session)**

Recess for Tax Increment Financing Workshop

Special Presentation – (2:08:00) Ryan Keith, Code Enforcement Officer, gave a brief presentation on the current projects taking place in the Code Office. The Code Enforcement Officer reported on the status of a project to update the GIS map records with previous historical data filed as paper copies at the Town Office. Selectperson Hodgetts inquired if there were any costs associated with the project. The Code Enforcement Officer clarified that the town doesn't pay more than his time to do the work. The Code Enforcement Office has discussed hiring an intern or volunteer to assist them with the process.

Public Hearing – (2:18:10) Selectperson Reed moved to open the public hearing to consider the adoption of the Select Board Remote Participation Policy. Selectperson Harrell seconded the motion. Discussion: none.
Vote: 5 Yes – 0 No.

Chairperson Sites introduced the policy to the Board. The Town Manager explained the policy and why it was required.

Audrey Lones, Baston Road, inquired if the policy has been updated since it was last addressed. Ms. Lones inquired if the Town Manager knew of other towns who were still conducting meetings via Zoom. The Town Manager responded that he was aware of towns utilizing a hybrid option. Selectperson Reed responded that a month ago the Planning Board was meeting online. The Town Manager stated that the Board may have been meeting their policy or other ruling to allow the remote meeting.

Chairperson Sites stated that he would like to see a hybrid solution. The Executive Assistant responded that one member of the body who met remotely would require an option for the rest of the body and public to also be able to meet remotely or in-person. The Executive Assistant also described that if the body decided to meet virtually, that a room could be set-up to allow others to meet in-person while attending a virtual meeting. Selectperson Reed shared his support for the policy.

Audrey Lones inquired if the format came from MMA. The answer was 'yes'.

Selectperson Hodgetts inquired if any committee could go into a remote meeting. Chairperson Sites responded. Selectperson Reed read the requirements listed in the policy to allow bodies to meet remotely. The Town Manager also responded that the state law requires the body to meet in-person.

Linc Merrill, North Road, shared his concern with specifically naming a platform in the policy. Mr. Merrill shared concerns regarding residents not being able to hear muffled voices in a meeting. Selectperson Reed stated that the policy does allow room for other platforms to be used. Selectperson Reed suggested that the Board strike out language including "Zoom" from the policy. Chairperson Sites recognized that "Town Hall Streams" should also be stricken from the policy for the same reason "Zoom" would be. The Executive Assistant responded that he agreed with the Board but clarified that those platforms were listed in the policy as town staff are familiar with

the products and are being paid for through the budget. Selectperson Reed responded that he understood the concerns but did not see an issue with addressing the matter with the individual committees in the future.

Selectperson Reed moved to close the public hearing on the proposed Select Board Remote Participation Policy. Selectperson Harrell seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.**

Selectperson Reed moved to adopt the Select Board Participation Policy with the following amendments: to strike out the word “Zoom”, and replace “Town Hall Streams” with “will be broadcast on at least one (1) publicly available streaming platform.” Discussion: none. **Vote: 4 Yes – 1 No. (Selectperson Hodgetts)**

Minutes of Previous Meeting(s) – (2:33:18) Selectperson Moulton moved to approve the minutes for October 5, 2021 as presented. Selectperson Harrell seconded the motion. Discussion: Selectperson Reed asked that the minutes for the April 24, 2021 Annual Town Meeting were properly addressed from the last meeting. The Executive Assistant read the following into the record: “In reference to amendment #1, Gay Peterson stated that she would not vote for or against and requested legal review. In addition, Walnut Hill Road, inquired on the purpose of third-party involvement in the article. Article 2 passed as amended.” **Vote: 5 Yes – 0 No.**

Public Comment - Non-Agenda Items – (2:36:30) Chairperson Sites communicated a message from the Chairperson of the MSAD 51 School Board of Directors: The district is currently operating at staffing levels that are causing significant stress on the staff. The two most severe areas of shortage are educational technicians and special education, they have 16 vacancies, and substitute teachers across the board. As a result, staff are being asked to take on additional responsibilities more than typical years. They’ve done some measures to mitigate this by hiring ed tech II’s, hiring lunch and recess supervisors, hiring permanent substitutes, providing incentives to substitutes, and they started having all kids eat in the lunch room to reduce staffing needs. They are reducing expectations around academics to prioritize health.

Chairperson Sites reported on the open comment period (October 10, 2021 – December 10, 2021). Chairperson Sites also reported on two Senior Housing Forums (November 7th at 1 PM & November 10th at 7 PM).

Chairperson Sites reported on the Select Board’s decision to move the regular meeting on November 2nd to November 3rd due to elections. Chairperson Sites also added that the Joint Standing Committee will be meeting at 5 PM on November 10th.

Chairperson Sites also reported on an October 27th tentative date for a joint workshop with the Cumberland Town Council, Select Board, and MSAD 51 Board of Directors.

Anne Graham, Farms Edge Road, requested that the Town Office be open on Fridays.

Linc Merrill, North Road, provided comment on funding available for senior housing. Mr. Merrill commented on an issue where his neighbor was being over taxed on his property due to conflicting property records. Mr. Merrill inquired on the status of the Wescustogo Hall funds and that the Board and Budget Committee be apprised of situation. Lastly, Mr. Merrill commented that the meeting materials were not uploaded in a timely manner. The Town Manager responded that he apologizes for the error and that he will work to correct the issue.

Selectperson Reed inquired if the Board could set an agenda item to discuss the Town Office hours. The Town Manager responded that he would need to know why the office closed in the first place. Selectperson Reed stated that staff’s hours could possibly be moved around. The Town Manager responded that quality was also a priority. Chairperson Sites asked that the Board table the item for the next meeting. The Town Manager responded that he would report on why the office was closed.

Kevin Oliver, Royal Road, commented that the Town Office should be open five (5) days a week. Mr. Oliver thanked the Select Board.

Management Reports & Communications:

(2:50:50)

Town Office Report

The Town Manager provided a written and verbal report. The written report can be found on the town's website, www.northyarmouth.org. The Town Manager updated the Board on a meeting with Summit Natural Gas. The Town Manager explained that the natural gas company was looking into connecting six (6)-inch line onto Route 115 to the York property. The Town Manager added that the Board could expect requests for public hearings in the near future. The Town Manager reported that the staff met with the town auditors and that the FY21 audit has started. The Town Manager stated that he planned for the auditor to attend a Select Board meeting to meet with the Board to report on the Wescustogo Hall funds. Lasty, the Town Manager reported that a date for the presentation from the Yarmouth Water District has been confirmed (November 3rd at 7 PM).

Old Business:

(2:54:44)

Appointments – Shellfish Conservation Commission – Stephen Demelle, Royal Road, introduced himself and stated that he was interested in the ecosystem and getting involved with the town. Selectperson Reed inquired why Mr. Demelle was interested in shellfish. Mr. Demelle responded that keeping the ecosystem healthy was important to him. Selectperson Reed moved to appoint Stephen Demelle to the Shellfish Conservation Commission (*not stated in the motion however the term would expire June 30, 2023*). Selectperson Hodgetts seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.**

New Business:

(2:58:40)

Select Board Request to MSAD 51 Board of Directors – Selectperson Moulton stated that he would like to have a discussion to ask that the MSAD 51 Board of Directors look further into land in North Yarmouth for a proposed school currently that's currently being considered. Selectperson Harrell asked if Selectperson Moulton had a particular site in mind. Selectperson Moulton mentioned a possibility on the York property being sold by Mr. Grover or any property available in North Yarmouth. Chairperson Sites clarified that the Board would be supporting an alternate plan. Selectperson Reed stated that by supporting an alternate plan could make it seem the Board was not supporting the MSAD 51 Board of Director's current plans. Selectperson Harrell inquired on the exact location of the property mentioned. Selectperson Moulton made comments summarizing that there could be a possibility for utility hook ups. Selectperson Reed responded that any natural gas lines would be taxable. Chairperson Sites added that the lines could be financed through the TIF.

Chairperson Sites moved to affirmatively support the MSAD 51 Board of Directors to research alternative locations for the new school, being either in North Yarmouth or Cumberland, that provides for adequate room for growth in the future and access to appropriate utilities and infrastructure. Selectperson Reed seconded the motion. Discussion: none. **Vote: 5 Yes – 0 No.**

Accounts Payable – (3:07:21) Chairperson Sites moved to approve accounts payable warrants 13, 14, & 15 in the amount of \$476,521.30, as presented for FY22. Selectperson Reed seconded the motion. Discussion: Selectperson Reed commented that the notes on the AP warrant have improved each week. **Vote: 4 Yes – 0 No – 1 Abstention. (Selectperson Hodgetts)**

Any Other Business – Selectperson Hodgetts inquired why Living Well in North Yarmouth Committee met via Zoom. The Town Manager clarified that the committee will need to follow the same procedure the Board had this meeting to adopt a remote participation policy. Chairperson Sites stated that he would reach out to the committee.

Adjournment – Selectperson Moulton moved to adjourn at approximately 8:09 PM. Selectperson Reed seconded the motion. **Vote: 4 Yes – 0 No – 1 Abstention. (Selectperson Moulton)**

Prepared By: Draven Walker
Executive Assistant/Recording Secretary

Select Board

Brian Sites, Chair

James Moulton, Vice Chair

Austin Harrell

David Reed

Paul Hodgetts

November 3, 2021

Section V. Management Reports & Communications

- Town Office Report
- Quarterly Investment Report (July – September)

Report(s) herein.

The information contained in this report is intended to inform the Select Board, staff, and residents, of some of the current activities taking place in the manager's office or the town in general. All topics are open for discussion.

Rail Corridor Advisory Council

The Casco Bay Trail Alliance has communicated to the Select Board that the Maine Department of Transportation has recently decided to convene a Rail Corridor Advisory Council. Attached is a report completed by the group outlining their vision for trail expansion along Maine's existing railways. More information regarding the council, once it's created, will be shared with the Board.

Quarterly Investment Report

Please find included a quarterly investment report submitted by staff.

PWD/FRD Heavy Equipment: In the first quarter of FY22, we received an invoice for the 2022 Mack Truck costing a total of \$87,117.00. As the Board may remember, the truck was put to bid back in October of 2020. The total cost of the awarded project was \$179,112.00. That said, there is an outstanding invoice from Viking Civies projected at \$91,995.00. The next report should reflect this cost.

Techonology & Communication: The expense shown on the report comes from the purchase of the TextMyGov software to improve communication between the Town Office and residents.

Municipal Facilities Reserve: The expenses listed on the reserve are for the sand and salt shed project.

Roadway Reserve: The costs shown on this line were for engineering services for the Sweetser Road Culvert. This is projected to cost \$151,389, per the Roadway Surface & Maintenance Schedule. Included in the expense is the submission of a grant application to DEP from the engineer.

Chris Bolduc, Town Manager – Verbal Report



Draven Walker

From: Casco Bay Trail Alliance <cascobaytrail@gmail.com>
Sent: Saturday, October 23, 2021 6:20 AM
To: Casco Bay Trail Alliance
Subject: THANK YOU!
Attachments: Southern Maine Train and Trail Plan.pdf



Dear Councilors and Select Board Members:

We heard from the Maine Department of Transportation this week that they do plan to convene a Rail Corridor Advisory Council to evaluate future uses of the St. Lawrence and Atlantic corridor, including as a possible rail trail. This is great news! **Thanks again to all of you** -- the Councilors and Select Board Members in Cumberland, Falmouth, Freeport, Lewiston, Lisbon, North Yarmouth, Portland, Pownal and Yarmouth -- all of whom requested that this Council be appointed.

In preparation for that process, the Casco Bay Trail Alliance released today its [Southern Maine Vision for Trains and Trails](#). Accomplishing both public purposes, trains and trails, is possible in our area, because the most logical corridors for expanded train service appear to us to be totally different from the most logical corridors for rail trails. This is the primary message we plan to convey to the Rail Corridor Advisory Council, as it conducts its work. We can do both, trains and trails. Please take a look at the attached report.

One final update. As you may have seen in the [Portland Press Herald](#), we did have a temporary setback this week, when Maine DOT decided to delay the abandonment agreement with a freight operator on the corridor. But our understanding is that this was not a decision to reestablish freight operations on the corridor; it was simply to allow for an evaluation of all possible uses during the upcoming Rail Corridor Advisory Council process. So while the action was in conflict with 7 of the 9 municipal resolutions you adopted, we interpret MaineDOT's action as still in the general spirit of the resolutions, which encouraged the Council process.

We hope many of you will engage with the Rail Corridor Advisory Council, once it is appointed, and begins its work. Have a great weekend!

Sincerely,
The Casco Bay Trail Team

Total Control Panel

[Login](#)

To: dwalker@northyarmouth.org
From: cascobaytrail@gmail.com

Message Score: 1
My Spam Blocking Level: Medium

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**

[Block](#) this sender
[Block](#) gmail.com

SOUTHERN MAINE VISION FOR TRAINS AND TRAILS

Casco Bay Trail Alliance
October 2021

Background

During the 2021 legislative session, five complementary bills were enacted to study Maine’s rail infrastructure, its potential use for expanded train service, and its potential for rail trail (bikeway) use where train service is not economically viable.

LD 1133 establishes a Rail Corridor Advisory Council process to advise the Commissioner of Transportation on future uses of currently unused state-owned rail corridors. LD 672 initiates the Rail Corridor Advisory Council process for the Mountain Division corridor. LD 227 and LD 991 study passenger train service viability between Portland, Lewiston-Auburn, and Bangor. LD 1370 directs Maine DOT to develop an Active Transportation Plan that may encompass trail use on some state-owned rail corridors.

This rail corridor debate has sometimes been framed as a “battle” between train and trail advocates. The purpose of this report is to demonstrate just how complementary the two visions are in Southern Maine; the opportunity to accomplish both public purposes: trains and trails. This is possible because the most logical corridors for expanded train service are totally different from the most logical corridors for rail trails.

The Passenger Train Vision

Amtrak trains currently run from Boston to stops in Wells, Saco, Old Orchard Beach, Portland, Freeport and Brunswick. The Northern New England Passenger Rail Authority plans to relocate the Portland station to avoid trains having to “back up” to get to the main track north to Freeport and Brunswick. They are also planning a new stop at Maine Turnpike Exit 53. These are excellent projects that the Casco Bay Trail Alliance enthusiastically supports.

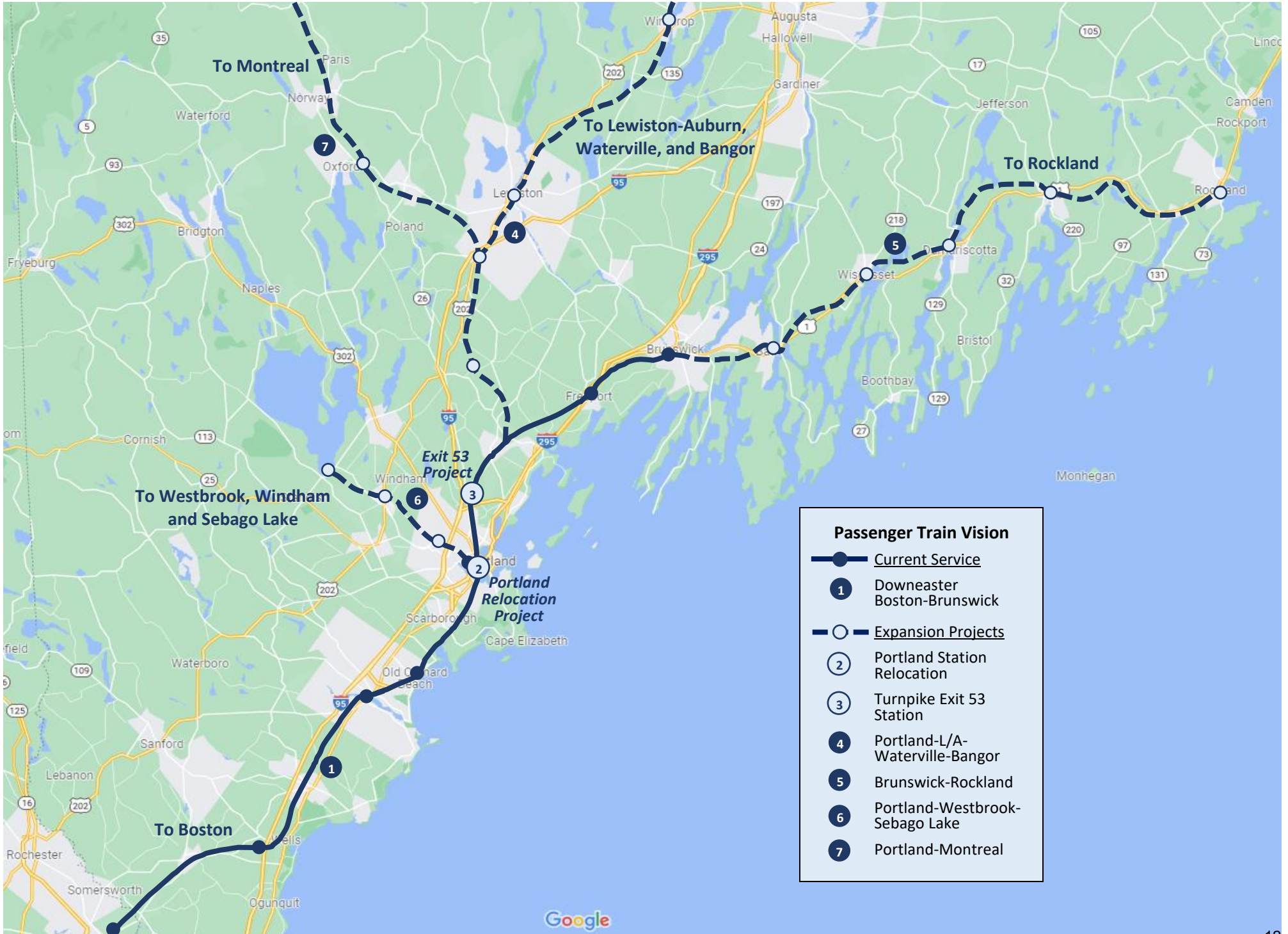
Also being considered are a potential Amtrak extension from Brunswick to Rockland, and potential passenger services from Portland to Lewiston-Auburn and Bangor. Our complementary vision for trains and trails connects Maine’s largest population Centers by train using a continuous and *still-active* corridor from Amtrak’s Portland station to Lewiston-Auburn, Waterville, and Bangor – all on the same line. Assuming such train services are determined to be economically viable, the Casco Bay Trail Alliance strongly supports these projects too.

The Active Transportation Vision

Maine Transportation Laws (Title 23, Chapter 10) define bikeway “as a vehicle way, paved or unpaved, upon which bicycles, unicycles or other man-powered vehicles may be pedaled.” It further directs Maine DOT to “consider development of bikeways when developing capital improvement programs.” We envision a bikeway network in southern Maine that links at least 9 existing trails through a capital improvement program consisting of 14 new bikeway connector projects. Many of these connector projects take advantage of unused rail corridors or, in selected cases, rail with trail projects. This *Active Transportation Network* would connect Portland with Lewiston-Auburn, Brunswick-Topsham, Augusta, and Bath to the north; Westbrook, Gorham-Windham, Sebago Lake and Fryeburg to the west; and South Portland, Scarborough, Biddeford-Saco, and Kittery to the south. This fully connected long-distance bikeway network would enable emission-free commuting and other active transportation, promote exercise and public health, attract economic development and tourism, and enrich the quality of life in Maine’s communities. The network also fills in key gaps of the 3,000-mile East Coast Greenway from Calais, Maine to Key West, Florida.

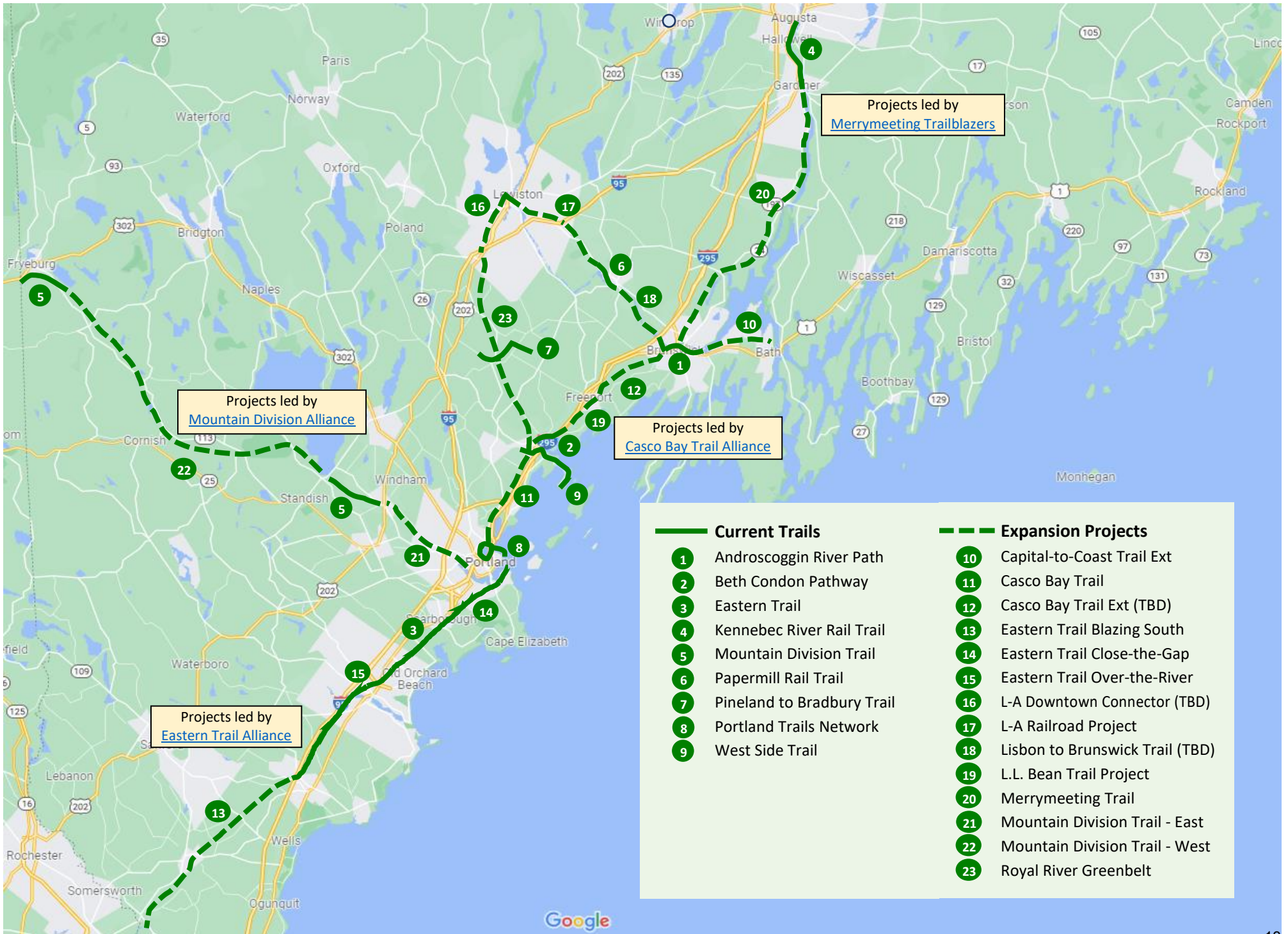
SOUTHERN MAINE PASSENGER TRAIN VISION

A Building Block for Maine's 2022 Passenger Rail Plan



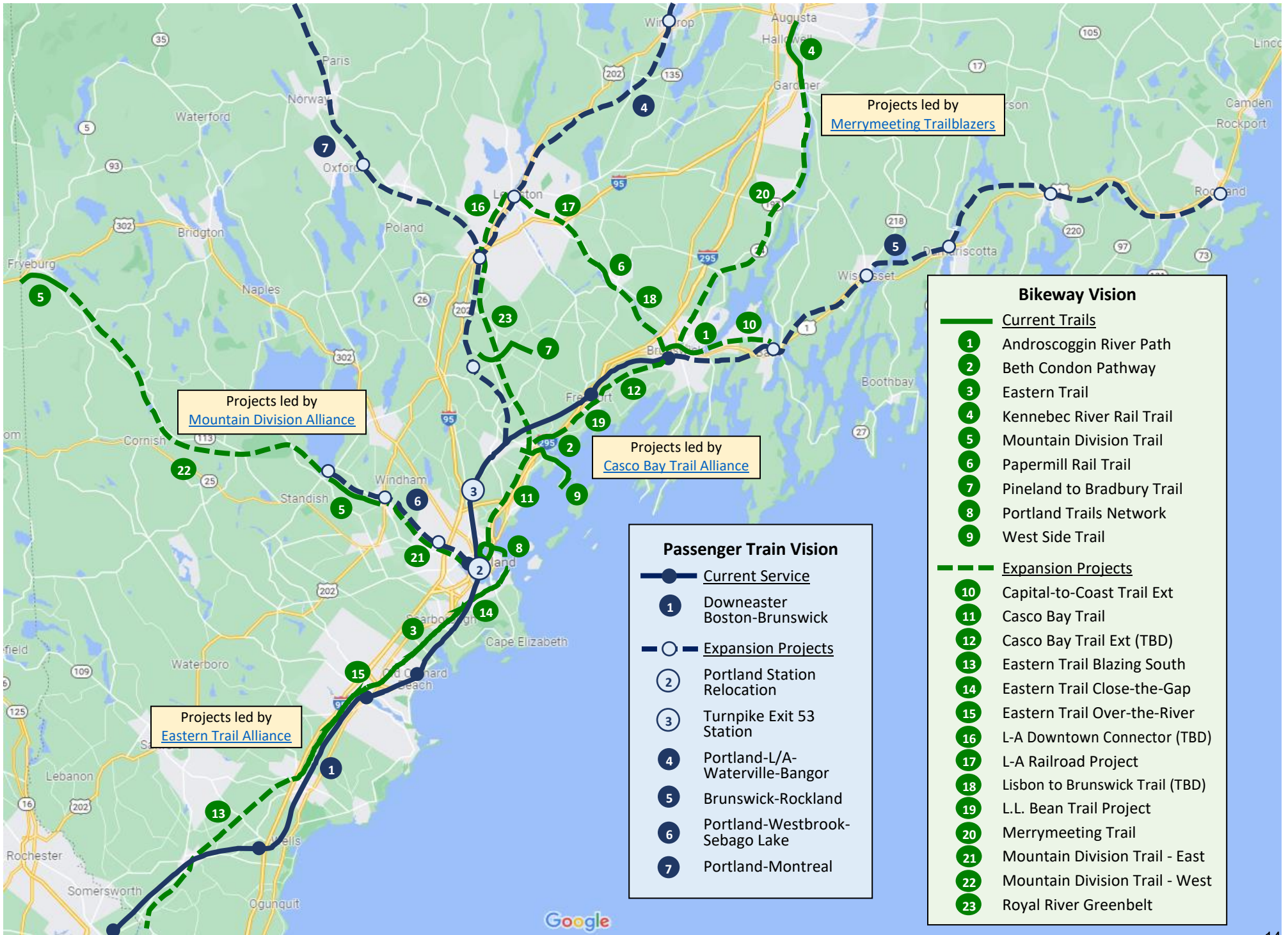
SOUTHERN MAINE **BIKEWAY** VISION

A Building Block for Maine's 2022 Active Transportation Plan



COMPLEMENTARY VISION FOR PASSENGER TRAINS AND BIKEWAYS

Building Blocks for Maine's 2022 Active Transportation and Passenger Rail Plans



Projects led by
[Merrymeeting Trailblazers](#)

Projects led by
[Mountain Division Alliance](#)

Projects led by
[Casco Bay Trail Alliance](#)

Projects led by
[Eastern Trail Alliance](#)

Passenger Train Vision

Current Service

- 1 Downeaster Boston-Brunswick

Expansion Projects

- 2 Portland Station Relocation
- 3 Turnpike Exit 53 Station
- 4 Portland-L/A-Waterville-Bangor
- 5 Brunswick-Rockland
- 6 Portland-Westbrook-Sebago Lake
- 7 Portland-Montreal

Bikeway Vision

Current Trails

- 1 Androscoggin River Path
- 2 Beth Condon Pathway
- 3 Eastern Trail
- 4 Kennebec River Rail Trail
- 5 Mountain Division Trail
- 6 Papermill Rail Trail
- 7 Pineland to Bradbury Trail
- 8 Portland Trails Network
- 9 West Side Trail

Expansion Projects

- 10 Capital-to-Coast Trail Ext
- 11 Casco Bay Trail
- 12 Casco Bay Trail Ext (TBD)
- 13 Eastern Trail Blazing South
- 14 Eastern Trail Close-the-Gap
- 15 Eastern Trail Over-the-River
- 16 L-A Downtown Connector (TBD)
- 17 L-A Railroad Project
- 18 Lisbon to Brunswick Trail (TBD)
- 19 L.L. Bean Trail Project
- 20 Merrymeeting Trail
- 21 Mountain Division Trail - East
- 22 Mountain Division Trail - West
- 23 Royal River Greenbelt

November 3, 2021

Section VI. Old Business

None.

November 3, 2021

Section VII. New Business

▪ **EDSC Request – Website**

At the last Economic Development and Sustainability Committee (EDSC) meeting, the committee decided to move forward with creating a Facebook page to advertise committee related content. In accordance with the Communications & Social Media Policy (attached), the Board is being asked to review the statement provided by committee member Laurie Bachelder and approve the creation of a social media page that will be maintained by EDSC.

POSSIBLE ACTION ITEM

Move that the Select Board approve the Economic Development & Sustainability Committee's request to publish a Facebook page in accordance with the Communications & Social Media Policy. Second, discussion and vote.

▪ **Agenda Request – YWD Action Items**

Discussion item. Any requests for further information can be made through the Town Manager.

▪ **Appointments – North Yarmouth School Fund Trustee**

Included in your packets is an application provided by Bill Shardlow who would like to be appointed to the North Yarmouth School Fund. After a review of the town's charter, it was realized that this application must be "petitioned and provided by the trustees to the Select Board". This fact was not known until after the agenda item was created.

The Executive Assistant to the Town Manager has communicated this application request to Blaine Barter, President of the North Yarmouth School Fund of Trustees, and it's secretary, Dixie Hayes.

Currently, there are six (6) trustees with one (1) vacancy.

POSSIBLE ACTION ITEM

Move that the Select Board table the appointment of Mr. Shardlow until such time the North Yarmouth School Fund Trustees can petition the Select Board with an appointment. Second, discussion and vote follow.

▪ **Knight's Pond Property Acquisition**

Included herein is an agreement for the purchase and sale of property located on Map 7, Lot 1-1 currently owned by Royal River Conservation Trust (RRCT), formerly Richard Baston. The authorization for the Board to purchase the property was given by the townspeople on June 19, 2021 at the Annual Town Meeting. Alan Stearns, Director of the Royal River Conservation Trust, has been asked to attend the meeting to answer any questions the Board may have. The document has been reviewed by legal counsel from both the town and RRCT.

The total cost of the property is \$42,465.00. The Future Land Reserve currently has a balance of \$62,242.12.

POSSIBLE ACTION ITEM

Move that the Select Board authorize the Town Manager to enter into the presented purchase and sale agreement with the Royal River Conservation Trust and that the Select Board authorize the expense of \$42,465.00 out of the Future Land Reserve to purchase the property located at Map 7, Lot 1-1, as indicated on the town's tax maps. Second, discussion and vote follow.

OR

If the Board wishes for further review of the presented agreement, the Board can table the item and request that the Town Manager address any issues or amendments that the Board may have with the town's legal council.



Town of North Yarmouth

COMMUNICATIONS & SOCIAL MEDIA POLICY

SECTION 1 - PURPOSE

This purpose of this policy is to establish guidelines for the creation, use, and distribution of public communications and social media as a means of informing the citizens of North Yarmouth.

For purposes of this policy, communications and social media are understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, Blogs, YouTube, Twitter, and LinkedIn. For purposes of this policy, “comments” include information, articles, pictures, videos, or any other form of communicative content posed on a Town of North Yarmouth social media site.

SECTION 2 - STATEMENT

The Town of North Yarmouth (Town) has an overriding interest and expectation in deciding what is “spoken” on behalf of the Town regarding public and social media.

The chosen means of active communication between the Town and its citizens are local newspapers, electronic newsletters, electronic e-mails, postcards, postal correspondence, postal newsletter, local community posters, public meetings broadcasts, cable channel bulletin board, Facebook, and the Town website.

Content for announcements can be created by town officials, the Town Manager, Department Heads, the Communications Committee, or other town boards and committees. These announcements reflect matters and issues of common public interest and information that relates to the Town’s functions, objectives, and mission.

The Select Board, Town Manager, or their designee will approve the content generated by any party other than that provided by town officials. If content is generated by any party other than town officials, it must meet the test of common public interest and must be nonpartisan and noncommercial.

SECTION 3 - GENERAL MANAGEMENT

1. The establishment and use by any Town department of the Town’s public and social media are subject to approval by the Town Manager. The establishment and use by any Town committee of the Town’s public and social media are subject to approval by the Select Board, Town Manager, or their designee.
2. Town communication and social media sites should make clear that they are maintained by the Town and that they follow the town’s Communications & Social Media Policy.
3. Wherever possible, Town social media sites should link back to the official Town of North Yarmouth website for forms, documents, online services, and other information necessary to conduct business with the town.
4. The Town Manager or his/her designee will monitor content on the Town communications and social media sites to ensure adherence to both the town’s Communications & Social Media Policy and the interest and goals of the Town.

5. The Town reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Any content removed based on these guidelines must be retained by the Town Manager for a reasonable period of time, including the time, date, and identity of the person or organization posting, when available.
6. These guidelines shall be displayed to users and made available by hyperlink.
7. The Town will approach the use of communications and social media tools as consistently as possible, enterprise wide.
8. The Town website at <http://NorthYarmouthmaine.org> will remain the Town's primary and predominant Internet presence.
9. All Town public and social media communications and/or sites shall adhere to applicable federal, state, and local laws, regulations, and policies.
10. All Town public and social media communications and/or sites are subject to the Maine Freedom of Access Act. Any content maintained in a social media format that is related to Town business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.
11. Comments on topics or issues not within the jurisdictional purview of the Town may be removed.
12. Employees representing the Town via public and/or social media communications must conduct themselves at all times as representatives of the Town in accordance with all Town policies.
13. When a Town employee responds to a comment in his/her capacity as a Town employee, he/she shall not share personal information about himself/herself or other Town employees.
14. This policy may be amended at any time by the Select Board.

SECTION 4 - CONTENT

As a public entity, the Town must abide by certain standards to serve all its constituents in a civil and unbiased manner.

1. Comments containing any of the following inappropriate forms of content shall not be permitted in or on any Town public and social media form of communications. Town sites are subject to removal and/or restriction by the Select Board, Town Manager, or their designee:
 - a. Comments not related to the original topic, including random or unintelligible comments.
 - b. Profane, obscene, violent, or pornographic content and or language.
 - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin.
 - d. Defamatory or personal attacks.
 - e. Threats to any person or organization.
 - f. Comments in support of or in opposition to any political campaigns or ballot measures.

- g. Solicitation of commerce, including but not limited to advertising of any business product for sale.
 - h. Conduct in violation of any federal, state, or local law.
 - i. Encouragement of illegal activity.
 - j. Information that may tend to compromise the safety or security of the public or public systems.
 - k. Content that violates a legal ownership, such as copyright, or any party.
2. A comment posted by a member of the public on any Town public or media site is the opinion of the commentator or poster only and publication of a comment does not imply endorsement of, or agreement by, the Town, nor do such comments necessarily reflect the opinions or policies of the Town.
 3. The Town reserves the right to deny access to Town public or social media sites for any individual who violates Communications & Social Media Policy, at any time and without prior notice.
 4. All comments posted to any Town Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the Town reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent that Facebook takes appropriate and reasonable responsive action.

Adopted by the Select Board July 21, 2015

Facebook About Us

Economic Development by definition is the effort to seek to improve the economic well-being and quality of life for a community.

The North Yarmouth Economic Development and Sustainability Committee (EDSC) is an advisory board that will evaluate issues and proposals having an economic impact on the community and make recommendations to the North Yarmouth Select Board. We seek to collaborate with residents, property owners and businesses to help promote an atmosphere conducive to smart economic growth and sustainability.

We believe there's nothing more unstoppable than when people come together. This group's mission is to create a community of diverse individuals who will support, challenge and inspire one another.

We encourage you to share your knowledge, ask questions, participate in discussions and become an integral part of this group.

Together we can become better community leaders and provide our residents a voice for our future in North Yarmouth.

Sincerely,
The EDSC

The group will be a private group page and only allow North Yarmouth residents. When a person requests to be part of the group they will be asked:

- Are you a resident of North Yarmouth?
- Provide their address

The FB administrator will then verify the persons name and address against the registry of deeds to verify they are a resident.

Once they are verified, they will be asked if they agree to the rules of the page. Which are as follows:

Be kind and courteous

We're all in this together to create a welcoming environment. Let's treat everyone with respect. Healthy debates are natural, but kindness is required.

No hate speech or bullying

Make sure everyone feels safe. Bullying of any kind isn't allowed, and degrading comments about things like race, religion, culture, sexual orientation, gender or identity will not be tolerated.

No promotions or spam

Give more than you take in this group. Self-promotion, spam and irrelevant links aren't allowed.

Respect everyone's privacy

Being part of this group requires mutual trust. Authentic, expressive discussions make groups great, but may also be sensitive and private. What's shared in the group should stay in the group.



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

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

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

Please provide the following information:

Name: _____
Email: _____
Mailing Address: _____
Phone: _____

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

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

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

Volunteer Signature

_____/_____/_____
Date

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

AGREEMENT
PURCHASE AND SALE OF REAL ESTATE

Agreement made and entered into effective on the last date signed by any party hereto (“effective date”) between **ROYAL RIVER CONSERVATION TRUST**, a Maine nonprofit corporation in good standing with a mailing address at 325 Main Street, Yarmouth, Maine 04096 (the “Seller”), and the **TOWN OF NORTH YARMOUTH**, a Maine municipal corporation with a mailing address at 10 Village Square Road, North Yarmouth, Maine 04097 (the “Purchaser”). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PURCHASE AND SALE: PREMISES.** Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, a certain parcel of land located in the Town of North Yarmouth, Cumberland County and State of Maine, being approximately more particularly described in Exhibit A hereto (the “Premises”). Said Premises are all of the property described in a deed to Seller by Richard M. Baston by deed dated May 15, 2018 and recorded at the Cumberland County Registry of Deeds in Book 34852, Page 94 and currently depicted on the property tax maps of the Town of North Yarmouth at Map 7, Lot 1-1.

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of **Forty-two Thousand Four Hundred Sixty-five Dollars (\$42,465.00)** in U.S. Dollars, which shall be payable to Seller by law firm check, bank cashier’s check, wired funds, or similar payment at closing.

3. **CLOSING.** The closing shall take place at the office of _____ at _____, on or before twelve noon (12:00 p.m.) on **XXX, 2021** or, if the Buyer and Seller shall mutually agree in advance and in writing, at another time and place.

4. **TITLE.** Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of liens and encumbrances, except such encumbrances such as rights of way that do not impair marketable title, and Seller notes that the Premises and access thereto has been insured as of May 21, 2018 by Old Republic National Title Insurance Company (Policy #OX-12297732). Notwithstanding the foregoing, Buyer shall accept conveyance of the Premises with the following deed covenant (the “Covenant”): **“By its acceptance and recording of this deed, Grantee herein covenants with Grantor, that the premises described herein shall be used in perpetuity only for land conservation and public recreational access purposes.”** In no event shall the Buyer be deemed in violation of the Covenant until it has failed to cure any alleged violation within a reasonable time following written notice from Seller to Buyer setting forth such violation in detail, and in the event that Buyer fails to remedy the violation within such reasonable time, Seller’s sole remedy shall be to pursue injunctive relief to enforce the Covenant, and in no event shall Seller have a possibility reverter, right of reentry, or any other rights in or to the Premises in connection with the Covenant. In the event that Buyer determines upon examining title to the Premises that Seller would be unable to convey title as aforesaid, Seller shall have a reasonable period of time after notice from Buyer, not to exceed thirty (30) days, in which to remedy any title defects. Seller agrees to use Seller’s best efforts at Seller’s expense to remedy any such title defects. In the event that said defects cannot be corrected or remedied within said time period, and then the Deposit shall be returned to Buyer and this Agreement shall terminate. Buyer may, however, elect

to close notwithstanding such defects as may exist. Seller and Buyer understand and agree that any mortgages and monetary liens on the Premises shall not be considered title defects provided that the same shall be discharged at or prior to the closing at Seller's expense. Seller may use purchase money proceeds for this purpose. Seller agrees that it will not further encumber or permit to be encumbered the Premises by any liens, mortgages, attachments, covenants, restrictions or easements after the date of this Agreement.

At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a **Quitclaim with Covenant Deed**, in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq., (the "Deed").

Seller further agrees to execute and deliver to Buyer at the closing such Affidavits and Certificates as are reasonably necessary for Buyer's acquisition of the Premises and title insurance for the same.

5. **RISK OF LOSS, DAMAGE AND INSURANCE.** All risk of loss to the Premises prior to the closing shall be borne by Seller. Should any portion of the premises be damaged or destroyed and Seller, at Seller's option, shall not have repaired the same by the date of closing, or become subject to condemnation or eminent domain, then Buyer may elect to terminate this Agreement or to accept any insurance or condemnation proceeds as may be offered by Seller to Buyer and close without reduction in the purchase price.

6(a). **INSPECTIONS/INVESTIGATIONS/CONDITIONS.** This Agreement is not contingent upon the result of any inspections, however Seller expressly authorizes Buyer, at their own risk, to enter the property for purposes of conducting any inspections. All inspections will be done by inspectors chosen and paid for by Buyer in Buyer's sole discretion. In the absence of inspections, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

6(b). **FINANCING CONTINGENCY.** None.

6(c). **BOARD APPROVAL CONTINGENCY.** None. Seller acquired the property with the intent to resell it to the Town of North Yarmouth for consolidated management of conservation land as authorized by vote of the Board of Directors of Royal River Conservation Trust dated May 1, 2018. Seller has, by a super-majority vote of the said Board of Directors on January 25, 2021, approved sale of the property to the Town of North Yarmouth and authorized its Executive Director to take all actions necessary to complete the transaction.

6(d). **MUNICIPAL APPROVAL CONTINGENCY.** On June 19, 2021 the town meeting of the Town of North Yarmouth approved Warrant Article 3 which authorized the purchase of the Premises, appropriated funds for the transaction, and authorized the Select Board both to enter into a purchase and sale agreement and to take all associated actions to complete the transaction. Buyer's obligation to purchase the Premises is conditioned upon the Buyer's Select Board affirmatively voting to accept the terms of the purchase and sale agreement at the next regularly scheduled Select Board meeting following execution of this instrument and, in any event, prior to the date of closing.

6(e). **UNCHANGED PREMISES CONTINGENCY.** Buyer's obligation to purchase the Premises is conditioned upon the Premises remaining in its current undeveloped condition until Closing,

including, without limitation, being free from any timber cutting and harvesting. In the event of any change to the Premises condition, Buyer may terminate the Agreement and be entitled to return of all earnest deposit funds.

7. **POSSESSION OF THE PREMISES AND LEASES.** The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity. Buyer may enter upon the premises prior to closing for inspection and other purposes upon reasonable notice to, and with prior arrangement with Seller. Buyer agrees to indemnify and hold Seller harmless from any claims arising from Buyer's entry upon the premises prior to closing.

8. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

- a. There are no outstanding pending or threatened liens, claims, rights of first refusal, or encumbrances against the Premises.
- b. All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.
- c. There are no outstanding claims, losses or demands against Seller by any tenant or other person respecting Seller's ownership, use and/or occupancy of the Premises.
- d. There are no leases or tenancies on the Premises.
- e. Seller represents that the Premises shall remain in its current undeveloped condition until Closing, and that Seller will prevent and refrain from any use of the Premises for any purpose or in any manner. Seller shall not undertake or allow to be undertaken, any activities that change the condition of the Premises including, without limitation, timber cutting and harvesting. In the event of such actions, Buyer may terminate the Agreement and be entitled to return of all earnest deposit funds.

9. **DEFAULT AND REMEDIES.** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and retention of earnest deposit. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement with return of the earnest deposit, and/or specific performance.

10. **BROKERAGE.** Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction and each party agrees to indemnify and hold harmless the other from claims by brokers with whom the indemnifying party has dealt.

11. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.**

- a. The premises has been exempt from assessment for real estate taxes and is not served by sewer, water or subject to any other assessments that would typically be prorated as of the date of Closing.

- b. Sellers's attorney shall prepare the deed and a closing statement for Seller's and Buyer's approval prior to closing, as well as other associated closing documents.
- c. The recording fee for the deed of conveyance will be paid by Seller.
- d. Seller and Buyer shall each pay their own attorney's fees and costs.
- e. If this transaction is deemed not exempt from Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-C(1), any transfer tax shall be paid by Seller. A portion of the purchase price shall be withheld at the closing if required by 36 M.R.S.A. § 5250-A and 26 US Code § 1445 (required withholding if Seller is not a Maine resident or a United States citizen).

12. **CONFIDENTIALITY**. None.

13. **MISCELLANEOUS**. The parties further agree as follows:

- a. **Binding Agreement/Assignment**. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Electronic signatures (fax or email) shall be binding.
- b. **Amendment**. This Agreement shall not be changed in any respect except by written instrument signed by the parties hereto.
- c. **Governing Law/Jurisdiction**. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Maine and parties recognize Maine as the sole forum having jurisdiction.
- d. **Severability**. If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable according to the law, then the remaining terms, conditions, and provisions of this Agreement, or the application of any such invalid or unenforceable terms, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. **Headings**. The descriptive headings of the sections of this Agreement have been inserted for the convenience and reference only and shall not control or affect the meaning or construction of any of the contents hereof.
- f. **Integration**. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein.
- g. **Notice**. Any demand or notice required or permitted hereunder, shall be effective if either: (I) hand-delivered to the addressee, or (ii) deposited in the mail, registered or certified, return receipt requested and postage prepaid, or delivered to a private express company addressed to the addressee: (A) at the address stated in the first paragraph of this

Agreement, or (B) if such party has provided the other in writing with a change of address, at the last address so provided.

Any notice or demand mailed as provided in this paragraph shall be deemed given and received on the earlier of:

- (i) the date received, or
- (ii) the date of delivery, refusal or non-delivery as indicated on the return receipt, if sent by mail or private express as provided above

h. Gender and Number. All words denoting gender or number shall be construed to include any other gender or number as the context and facts require.

i. Professional Advice. Each party hereby acknowledges that they have read and understand this Agreement and have had an opportunity to obtain professional advice regarding the same.

THIS IS A MAINE CONTRACT AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF MAINE. IF NOT FULLY UNDERSTOOD, CONTACT AN ATTORNEY.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective this ____ day of November 2021.

SELLER:
ROYAL RIVER CONSERVATION TRUST

BUYER:
TOWN OF NORTH YARMOUTH

By: Alan Stearns
Its: Executive Director

By: Christopher Bolduc
Its: interim Town Manager

EXHIBIT A
RRCT's Baston Forest, North Yarmouth

A certain lot or parcel of land in the Town of North Yarmouth situated on the southwesterly side of a 220' strip of land conveyed to Central Maine Power Company by deeds recorded in Book 3177, Page 772 and Book 2264, Page 119 ("CMP Line"), and being more particularly bounded as follows:

On the northeast by the southwesterly bound of the CMP Line aforesaid;

On the southeast by lands formerly of Joseph H. Lane, being a portion of lands as described in deeds recorded in Book 1259, Page 275 and 279;

On the southwest by the town line between the Town of North Yarmouth and the Town of Cumberland, and including in this conveyance any portion of such lands as may be submerged by or flooded by the Knight's Pond, so-called (formerly known as the Cranberry Meadow);

On the northwest by lands formerly of Samuel Chadbourne as described in deed recorded in Book 126, Page 507.

TOGETHER WITH all the reserved rights of way for vehicular and pedestrian access to cross the CMP Line, subject to the conditions as set forth in deeds recorded in Book 3177, Page 772 and Book 2264, Page 119.

TOGETHER WITH an express 50-foot wide right of way for vehicular and pedestrian access for all purposes (and expressly including for recreational snowmobile trails) which shall burden the remaining lands now or formerly of Richard M. Baston in the Town of North Yarmouth situated northeasterly of the aforesaid CMP Line, and abutting such line, which right of way may be constructed at Grantee's sole cost in a reasonable location to connect with access rights on adjoining parcels as described below or as may later be acquired by Grantee for the benefit of the Premises conveyed herein.

TOGETHER WITH all easements of record for legal access to the parcel from the public streets, including, without limitation, the following access rights that benefit the parcel herein conveyed: access rights for all purposes across a portion of lands now or formerly of Sydney D. Smith and Norman L. Smith established in an 1899 deed recorded in Book 683, Page 104 being "a right of way for the passage of teams" from the lot herein conveyed to the road leading to New Gloucester, being Route 115.

Meaning and intending to convey all and the same premises conveyed to Royal River Conservation Trust by Richard M. Baston by deed dated May 15, 2018 and recorded at the Cumberland County Registry of Deeds in Book 34852, Page 94.

November 3, 2021

Agenda - Section VIII. Accounts Payable

Item(s):

- *Move to approve accounts payable warrants 16 & 17 in the amount of \$ 1,273,265.61, as presented for FY22. Second, discussion and vote follow.*