

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, May 5, 2020 - 7:00 PM  
Remote Business Meeting**

**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. Minutes of Previous Meeting(s)**

- April 21, 2020

**III. Public Comment - Non-Agenda Items**

Comments regarding 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.

COVID-19 Procedures - Public Communications:

- 1) EMAIL: Individuals may email questions or comments to [dwalker@northyarmouth.org](mailto:dwalker@northyarmouth.org) or [manager@northyarmouth.org](mailto:manager@northyarmouth.org).
- 2) PHONE: Individuals may also call the Town Office (207)829-3705 select option 4, and submit your comments or questions to staff or leave a voice message.
- 3) DROP OFF: Individuals may submit a written request to the Select Board/Town Manager, and it may be dropped off at the Town Office front door drop-box.

Comments and or questions will be addressed by a Select Board or the Town Manager at the meeting if feasible at that time. Communications must include the individual's name and legal residence.

**IV. Management Reports & Communications**

- Town Manager's Report

**V. Old Business**

- Property Lease - North Yarmouth Historical Society
- Elections - COVID-19

**VI. New Business**

- Certificate of Settlement (FY18)

**VII. Accounts Payable**

- Review & Approval

**VIII. 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.

**IX. 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.

May 5, 2020

**Agenda - Section II. Meeting Minutes**

- *Move to approve the minutes for April 21, 2020, as presented. Second, discussion and vote follow.*

Note: Signing of documents will be collected when the Board resumes business in the Town Office conference room.

**Town of North Yarmouth  
Select Board  
Meeting Minutes of Tuesday, April 21, 2020  
REMOTE BUSINESS MEETING**

**Call to Order** – Steve Morrison, James Moulton, Jennifer Speirs, and Paul Napolitano were present. Town Manager, Rosemary Roy, was also present. Vice Chairperson Morrison called the meeting to order.

**Minutes of Previous Meeting(s)** – Vice Chairperson Morrison moved to approve the minutes for April 7, 2020, as presented. Selectperson Speirs seconded the motion. Discussion: Vice Chairperson Morrison made a comment about how the minutes should include a statement about the meeting being done remotely through Zoom. The Vice Chairperson asked the Town Manager if all the minutes going forward could have a statement indicating if the meeting took place on Zoom (remotely). The Town Manager stated that this correction will be made for previous and future meeting minutes. **Vote: 4 Yes – 0 No.**

**Public Comment - Non-Agenda Items** – None.

**Management Reports & Communications:**

**Town Manager's Report** – The Town Manager's report can be found on the Town's website, [www.northyarmouth.org](http://www.northyarmouth.org), or at the Town Office.

The Board agreed to have a workshop on May 7<sup>th</sup> at 6 PM to discuss the Town budget.

**Old Business:**

**Property Lease – North Yarmouth Historical Society (NYHS)** – The purpose of this agenda item was to engage the Board into discussion about the lease presented in the Board's meeting materials. Selectperson Moulton asked the Town Manager if the original language provided by the Town's attorney and was stricken by NYHS's attorney, would be included in the final version of the lease agreement. Selectperson Moulton also stated his concerns with Section 17 of the lease agreement, "Right to First Refusal." Selectperson Speirs suggested that Section 17 of the lease should allow NYHS to have input if the Town decided to sell the property being leased. In addition, Selectperson Speirs also stated that she would still want the Town to have partial control on the remaining amount of property NYHS would be leasing. Vice Chairperson Morrison stated his concerns with the language used in Section 5b. and changes he would like to see in that section.

The Town Manager stated that the Board's discussion will be brought to the attorneys to provide feedback for changes to the lease and brought back to the Board at a future meeting.

**Elections – COVID-19** – The Town Manager presented legal findings regarding elections from the Maine Municipal Association and the Town attorney. The Board had a brief discussion and decided to speak further on the agenda item at the May 5, 2020 business meeting.

**New Business** – None.

**Accounts Payable** – Selectperson Speirs moved to approve warrants 43, 44, and 45 in the amount of \$758,904.82. Selectperson Moulton seconded the motion. Discussion: None. **Vote: 4 Yes – 0 No.**

**Any Other Business** – Selectperson Speirs shared with the Board an executive meeting with GPCOG and mentioned a new program that has started called "The Resilience Exchange". The Town Manager stated that she would like to be involved in a future discussion on the project. Vice Chairperson Morrison stated that he would be attending a meeting for Chairs and Vice Chairs that would be hosted by GPCOG. Selectperson Moulton asked the Town Manager for cost data on the solar panels that are located at the Wescustogo Hall & North Yarmouth Community Center.

**Adjournment** – Vice Chairperson Morrison moved to adjourn.

Prepared By: Draven Walker  
Administrative Assistant/Recording Secretary  
*This Board Meeting took place remotely through Zoom*

Select Board

\_\_\_\_\_  
Stephen Morrison, Vice Chair

\_\_\_\_\_  
James Moulton

\_\_\_\_\_  
Jennifer Speirs

\_\_\_\_\_  
Paul Napolitano

May 5, 2020

**Section IV. Management Reports & Communications**

- Town Manager's Report\*

\*Report(s) herein.

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

**Greeley High School** - Congratulations to Superintendent, Jeff Porter, the administrative staff, and educators at Greeley High School on their academic success of being Maine's number one high school.

**Candidates Night** - A Candidates Night will be held on Tuesday, June 30<sup>th</sup> at 7 pm via Zoom.

**Clean Up Day** - Clean up day has been moved to Saturday, September 12<sup>th</sup>.

**Solar Use** - Ryan Keith will join us Tuesday to provide a brief update on our solar production.

**COVID19** - Governor Mills' April 28<sup>th</sup> Reopening Plan - Two objectives stem from this plan:

- 1) **Reopening North Yarmouth Municipal Services** - I met with Department Heads on the 29<sup>th</sup> and began discussions and planning for opening services on June 1<sup>st</sup>. Specific safety measures will need to be implemented, i.e., the installation of plexiglass, and we are considering modified operating hours to accommodate residents and to continue the limit of staff in the building. Safety measures will be put into place for staff consisting of face mask use, temperature taking, etc. My goal is to have a written plan in place within the next two weeks, which I will share with the Board at that time.
- 2) Gatherings of 50 or less begin on June 1<sup>st</sup> and are expected to continue through July and August. It has a direct impact on when the Town could conceivably hold Town Meeting. I discussed the matter with both the Maine Municipal Association (MMA) legal department and the Town's attorney and have found a solution to the issue that both entities support. Below are the facts we must consider in making this decision. To be discussed further under Old Business.

If we wait for the "All Clear" - Gatherings more than 50

- It is unknown when this time will be perhaps late fall or farther out;
- Taxes must be committed the first week of August for FY21;
- Using this year's budget (FY20) for FY21, we would have significant expense shortfalls in:
  - County Tax
  - Education Tax
  - Contracted Services such as Assessing, Solar, Legal, Technology, etc.
- Revenues will not reflect COVID-19 impact, ie. Revenue Sharing, Excise this will cause additional shortfall;
- Amending the commitment after August would mean a supplemental tax bill would be generated and sent to residents.

Recommended Solution - Referendum Financial Ballot

- Town Charter does not require an "open" Town Meeting;
- Board can call for a Referendum Vote of financial articles (FY21) to coincide with the July 14<sup>th</sup> election;
- Referendum ballot wording must be received in the Town Clerk's office by May 14<sup>th</sup>;
- Select Board/Manager need to finish the budget preferably upon the conclusion of the May 7<sup>th</sup> workshop;
- Select Board should call for an additional monthly meeting on May 11<sup>th</sup>, 12<sup>th</sup>, or 13<sup>th</sup> to approve the ballot referendum.
- In June the Select Board would hold a Public Hearing on the budget referendum via Zoom;
- Budget FY21 will begin with FY20's numbers (2 weeks) and then amended following the election provided the results are prevailing.
- The correct FY21 budget can then be committed, and only one tax bill issued.

Respectfully submitted,

*Rosemary*

Rosemary E. Roy, Town Manager



May 5, 2020

**Section V. Old Business**

▪ **Property Lease - North Yarmouth Historical Society (NYHS)**

Enclosed herein, please find the proposed final draft of the lease agreement with the NYHS. The document reflects matters discussed and defined at the April 21<sup>st</sup> Select Board meeting. I have provided the NYHS president with a copy of this document for the organization's review before this meeting. Katie Murphy, NYHS President, and members Charlie Bacall and Linc Merrill will be joining the meeting via Zoom.

- *Move that the Select Board approve the proposed lease agreement with the North Yarmouth Historical Society, as presented\* and to authorize the Town Manager to complete, execute, and manage said agreement with representatives of the North Yarmouth Historical Society. Second, discussion and vote follow.*

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▪ **Elections - COVID-19**

At the last meeting, the Board discussed the matter of when to hold the Town's Municipal Election. It is now known that the Town of Cumberland and the MSAD51 have declared July 14<sup>th</sup> as their election date. The Assistant Town Manager and I have also learned that many other communities have followed suit. The factors that go into making this decision vary from small to significant; however, the lone action of holding an election under COVID-19 conditions is relevant enough to limit the number of votes the Town holds. The Assistant Town Manager, and the Town Manager, highly recommend the Select Board elected to hold the 2020 Municipal Election on July 14<sup>th</sup>.

- *Move that the Select Board reschedule the 2020 Municipal Election to Tuesday, July 14, 2020, in conjunction with the Governor's order that state elections be held on this date. Second, discussion and vote follow.*

Note: Discussion and resolution to follow regarding the information provided in the manager's report relating to the July election.

## GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease") is made as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between **TOWN OF NORTH YARMOUTH**, a body corporate and politic and Maine municipal corporation with a mailing address of \_\_\_\_\_ ("Town") and **NORTH YARMOUTH HISTORICAL SOCIETY**, a non-profit corporation organized and existing under the laws of the State of Maine with a mailing address of 10 Village Square Rd., North Yarmouth, ME 04097 ("NYHS").

### RECITALS

WHEREAS, NYHS owns that certain real estate located at 470 Memorial Highway, Town of North Yarmouth, State of Maine, being more particularly described in a Deed to NYHS dated 1976 and recorded in the Cumberland County Registry of Deeds in Book 3919, Page 25 (the "NYHS Property");

WHEREAS, the Town owns that certain real estate located at 475 Walnut Hill Road, Town of North Yarmouth, State of Maine, being a portion of the property commonly known as the Village Green and the former site of the Wescustogo Grange Hall ("Village Green");

WHEREAS, NYHS desires to relocate the approximately 1,550 square foot building known as the NYHS Old Town House (the "Old Town House") is currently located on the NYHS Property onto the Village Green;

WHEREAS, the Town acknowledges that relocating the Old Town House onto the Village Green would enhance the village center and be an aesthetic and economic asset for the Town;

WHEREAS, the Town agrees to lease a portion of the Village Green to NYHS upon the terms and conditions herein and in exchange for NYHS's conveying the NYHS Property to the Town;

WHEREAS, by deed of near or even date herewith and in accordance with Section 2 (as stated below), NYHS shall convey the NYHS Property, land only, to the Town (the "Deed");

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

1. PREMISES LEASED. Town does hereby lease to NYHS, and NYHS does hereby lease from Town, upon the terms and conditions herein, the Premises, being a  $\pm$  35,335 square feet of raw land located in North Yarmouth, Maine and more particularly depicted as "Leased Area to NYHS" in Exhibit A, attached hereto and incorporate herein (the "Premises"). The Town and NYHS hereby agree and acknowledge that NYHS is the owner of the Old Town House and that upon the expiration or early termination of this Lease, NYHS shall have the option to (i) remove the Old Town House or (ii) leave the Old Town House, subject to the terms and conditions herein.

2. TERM/RENEWAL. This Lease shall commence upon the date on which the Old Town House or any portion thereof is relocated onto the Premises, or the date upon which NYHS commences any construction, including digging to install a foundation, whichever is earlier, and shall be for an initial term of ninety-nine (99) years unless earlier terminated in accordance with the terms hereof. This Lease shall automatically renew, upon the same terms and conditions stated herein, for successive periods of twenty-five (25) years, in perpetuity, unless and until terminated by either party upon six (6) months prior written notice of the expiration of the then current lease Term. Notwithstanding anything contained herein, if NYHS is unable to obtain all necessary permits and approvals to relocate the Old Town House and for NYHS's Restoration Work of the Old Town House, NYHS may, at NYHS sole option, Terminate this Lease upon



written notice to the Town. The Deed conveying the NYHS's Property to the Town shall not be delivered unless and until the approvals required for the relocation and NYHS's Restoration Work have been obtained by NYHS.

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

4. REAL ESTATE TAXES and UTILITIES. NYHS shall assume and pay when due all charges for utility services rendered or supplied upon or in connection with the Old Town House. The parties acknowledge that NYHS shall be exempt from real estate property taxes; any real estate taxes that may become due during the term shall be borne by the Town for the entirety of the Term and any extensions thereof.

5. USE OF PREMISES; ASSIGNMENT/SUBLETTING.

(a) Use. The Premises shall be used in a manner consistent with the current and traditional historical uses of the Old Town House for NYHS's operations, which uses include, but shall not be limited to the storage and exhibition of NYHS materials, and as a community space for meetings, social events, or educational programming.

(b) Assignment. NYHS shall not by operation of law or otherwise, assign this Lease or sublet, except to another profit or non-profit organization(s) with the substantially similar purpose, mission, and use as that of NYHS, and, in any event, only upon the prior express written notification to and consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. Nothing contained herein shall prohibit the use of the Premises for events, meetings and/or functions by NYHS or others under the supervision of NYHS, which use shall not be subject to consent of the Town (by way of example, such uses include family reunions, holiday gatherings, contra dancing workshop, wedding ceremonies and/or reception, and workshops, including those related to the Maine Archives and Museums). NYHS shall use reasonable efforts to provide a calendar of known events to the Town periodically.

6. MAINTENANCE; IMPROVEMENTS; ALTERATIONS; AND FIXTURES.

(a) Maintenance. The Town shall have no obligation to maintain the Premises or the Old Town House during the Term of this Lease. NYHS shall, throughout the term of this Lease, keep and maintain or cause to be kept and maintained, in good repair and clean and orderly condition, the Premises, the Old Town House, any Improvements (as hereafter defined) located or situated thereon, and all utility pipes, lines and conduits exclusively serving the Premises. Notwithstanding the foregoing, the Town will provide snow removal and lawn care of the Premises for the entirety of the Term and any extensions thereof.

(b) Improvements. The Town shall have no obligation to make any improvements or alterations to the Premises or Old Town House and NYHS shall be solely responsible for any and all costs associated therewith. NYHS shall perform all work necessary to relocate the Old Town House onto the Premises at its sole cost and expense. In addition, NYHS shall, at its sole cost and expense, commence and complete restoration of the Old Town House promptly following its relocation onto the Premises ("NYHS's Restoration Work"), said NYHS's Restoration Work is further described on Exhibit B attached hereto and incorporated herein. Notwithstanding anything to the contrary herein, this Lease is not a permit, and NYHS shall apply for and obtain at its own expense all customary and necessary permitting and approvals; provided, however, that

the Town will work collaboratively with NYHS to obtain necessary permitting and approvals for NYHS's Restoration Work. NYHS shall further have the right, at its own cost and expense and with the prior written approval of the Town, to construct on the Premises such walks, gardens and other improvements and make such alterations, changes, replacements and additions in and to the Premises (collectively, "Improvements") as NYHS may deem desirable. Any Improvements undertaken by NYHS on the Premises shall be diligently prosecuted to completion and done in a good and workmanlike manner and in strict compliance with all then applicable laws, codes, ordinances and other governmental requirements. Notwithstanding the foregoing, any and all Improvements shall be completed in a manner generally consistent with the existing character of the Village Green, band stand, and Memorial Garden located on or near the Premises, as well as the traditional historical nature of the Old Town House, and shall also maintain at all times at least sixty-five percent 65% green space on the Premises. If NYHS refuses or neglects to repair the Old Town House or the Premises as required hereunder and to the satisfaction of the Town, the Town may make such repairs for the account of NYHS, including the right to remove any improvements, additions, or alterations that result in less than 65% green space on the Premises, and shall not be liable to NYHS for any loss or damage to NYHS's business by reason thereof, and upon completion, NYHS shall pay all of the Town's costs and expenses for making such repairs to the Premises.

Commented [RA1]: Must preserve this term.

(c) Signs. NYHS may install signs upon the Town's reasonable written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All signs approved by the Town shall be installed at NYHS's sole expense, in compliance with all applicable laws and ordinances.

(d) Fixtures. On the last day or sooner termination of the term of this Lease, NYHS shall quit and surrender to the Town the Premises, and remove any and all Improvements, including but not limited to the Old Town House, then thereon at NYHS's sole cost and expense, except that NYHS may, at NYHS sole option, to leave said Improvements and Old Town House, provided that said Old Town House and Improvements are in good repair and condition. If NYHS desires to leave said Old Town House and Improvements on the Premises, NYHS shall deliver to the Town, at least sixty (60) days prior to the termination date of the then existing lease term, written notice of NYHS's desire to leave said Old Town House and Improvements. All of NYHS's trade fixtures, equipment and other movable property shall remain NYHS's personal property, and NYHS shall have the right at any time during the term of this Lease to remove all such trade fixtures, equipment and other personal property installed by NYHS; provided, however, that NYHS will repair any damage caused to the Premises by such removal.

7. **INSURANCE.** NYHS shall maintain a policy of general liability insurance on the Premises, in such amounts and coverages set forth in Exhibit \_\_, which policy shall name the Town as an additional insured. If, during the term of this Lease or any extensions thereof, the coverages set forth herein are discontinued by the insurance provider, NYHS will use commercially reasonable efforts to obtain insurance coverages similar to those set forth on Exhibit \_\_.

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

Except for the negligent acts or omissions of NYHS, the Town hereby agrees to indemnify and hold NYHS harmless from and against any and all claims for injury to persons (including death) or damage to

property in or about the Premises, and against any costs or damages (including without limit reasonable attorney's fees and costs) which NYHS may incur by reason of the assertion of any such claims and/or relating to the Town's breach of this Lease.

9. **DEFAULT.** If (i) NYHS shall default in the performance of any of its covenants, agreements or obligations hereunder and such default shall continue for a period of thirty (30) days following notice from the Town of said default or in case of a default which cannot with due diligence be remedied within said thirty (30) day period within a period of time which shall be reasonable under all prevailing circumstances; (ii) this Lease is assigned, excepting any permitted assignments, to any individual or entity other than NYHS without prior written approval from the Town, which approval shall not be unreasonably withheld, conditioned, or delayed; (iii) NYHS shall cease to exist as a validly existing non-profit entity for a period of more than three (3) months after prior written notice from the Town of the same; ~~or~~ (iv) an assignment shall be made by NYHS for the benefit of creditors in a bankruptcy proceeding ~~or~~ (v), then in any of such cases the Town may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Premises or any part thereof, or mail a notice of termination addressed to NYHS at the Premises, and upon such entry or mailing this Lease shall immediately terminate.

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

11. **QUIET ENJOYMENT.** The Town expressly disclaims any covenant of quiet enjoyment with respect to this Lease. ~~NYHS shall peaceably and quietly hold and enjoy the Premises for the Term hereof without hindrance or interruption by the Town or interference by any person or persons claiming lawfully or unlawfully by, through or under the Town, subject, nevertheless, to the terms and conditions of this Lease.~~

**Commented [RA2]:** The Town cannot warrant quiet enjoyment with respect to property of NYHS.

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

For purposes of this Lease, "**Hazardous Materials**" shall mean any flammables, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous matter, hazardous or toxic substances, oil or other petroleum products, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C.

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

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

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

15. **EMINENT DOMAIN.** If the Premises and the Old Town House are taken in whole or in part by eminent domain proceedings, NYHS shall be entitled to that portion of the damages equal to the fair market value of the Old Town House, and the Town shall be entitled to that portion of the damages equal to the fair market value allocated to the Premises.

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

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

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

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

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

WITNESSETH:

TOWN OF NORTH YARMOUTH

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

NORTH YARMOUTH HISTORICAL SOCIETY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
[Plan Depicting the Premises]

**EXHIBIT B**  
[NYHS Restoration Work]

Completion of a new foundation, reconnection and stabilization of any portions of the Old Town House, reinstallation of the porch, and restoration of the existing roof, all in accordance with plans to be approved by the Town.

April 21, 2020

**Section VI. New Business**

Certificate of Tax Settlement - Property taxes for FY2018 are collected in full by the Town Manager in her capacity as Tax Collector; release from this commitment is now before the Board.

- *Move that the Select Board accept and endorse the Certificate of Settlement for the FY2018 taxes, as presented. Second, discussion and vote follow.*



**Certificate Of Settlement**

36 M.R.S.A § 763

COUNTY OF Cumberland ss.

STATE OF MAINE

TO: Rosemary E. Roy, Tax Collector of the Municipality of North Yarmouth within this County:  
We hereby certify that the 2018 taxes committed to you consisting of:

Real and Personal Tax commitments:	\$7,726,553.63
Supplemental commitments totaling:	\$64,531.71
Interest	\$7,693.87
A grand total of:	\$7,798,779.21
Cash Payments:	\$7,705,276.54
Abatements Granted:	\$26,884.21
Tax Lien Mortgages: (Recorded in the Cumberland County Registry of	\$66,618.46
Other Credits:	\$0.00
A net total of:	\$7,798,779.21
Balance Due of:	\$0.00

Under authority contained in MRSA, Title 36, Section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of : \$0.00 and acknowledge receipt of the tax lists for the taxable year 2018.

Given under our hands this 5th day of May 2020.

Municipal Officers

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