

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, May 19, 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)

- May 5, 2020
- May 11, 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 or 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
- Department Head Reports
- Financial Report

V. Old Business

- Property Lease - North Yarmouth Historical Society
- COVID-19 - Reopening Standard Operating Procedures
- Budget Referendum Public Hearing(s) - Process & Date(s)

VI. New Business

- None

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 19, 2020

Agenda - Section II. Meeting Minutes

- *Move to approve the minutes for May 5, 2020, as presented. Second, discussion and vote follow.*
- *Move to approve the minutes for May 5, 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, May 5, 2020
REMOTE BUSINESS MEETING**

Call to Order - Stephen Morrison, Jennifer Speirs, James Moulton, 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 of April 21, 2020, as presented. Selectperson Napolitano seconded the motion. Discussion: None. **Vote: 4 Yes – 0 No.**

Public Comment - Non-Agenda Items – Rob Wood, Milliken Road, provided a comment to the Board regarding a July 14, 2020, municipal election. Donna Palmer, 527 Mountfort Road, submitted a comment to the Board regarding municipal elections on July 14, 2020, and recommended that the Board follow the Town Clerk's suggestions on the matter. Judy Potter and Mike Mallory, Walnut Hill Road, provided comments and questions to Board regarding various topics. They are as follows:

- Mrs. Potter inquired about open space between Route 9 and Route 115. Vice Chairperson Morrison and the Town Manager stated that the Planning Board has more details on the subject.
- Mrs. Potter inquired about the FO Baily Building. Vice Chairperson Morrison, in conjunction with the Town Manager, is not aware of any plans.
- Mrs. Potter referred to the Village Master Plan and a diagram of a three-story building. Mrs. Potter wanted to know why a three-story building was necessary. Vice Chairperson Morrison and the Town Manager stated that the image was an illustration and that there was no plan with this building.
- Mrs. Potter stated that the need for a ladder truck would be necessary for a three-story building. Vice Chairperson Morrison and the Town Manager responded that mutual aid would be enough for a three-story building but that additional stories could require future consideration of a ladder truck. No plans have been brought before the Select Board.
- Mrs. Potter asked a question about taxes and increases in spending. Vice Chairperson Morrison stated that there is no response to this question as there has been nothing proposed.
- Mrs. Potter inquired if there was any bar or restaurant that has been proposed. Vice Chairperson Morrison state that he and the Town Manager does not know such an establishment that has been submitted to the Planning Board.
- Mrs. Potter asked who was making decisions on the planning of the Town. The Vice Chairperson and the Town Manager stated that various committees are involved. However, the Planning Board is more directly involved in the decision. Furthermore, Vice Chairperson Morrison spoke about the Comprehensive Plan and how it has been the active guide for the Town's development for over a decade.
- Mrs. Potter wanted to know why residents were not more involved with the committees and the Planning Board before a decision was made. Vice Chairperson Morrison and the Town Manager responded that abutters only need to be notified by the Planning Board. Vice Chairperson Morrison also stated that residents can always attend the Planning Board or any of the committee meetings.
- Mrs. Potter commented on communication with residents. Vice Chairperson Morrison and the Town Manager stated various forms of communication the Town participates in as well as open public hearings, meetings, and other forms of public participation.

Selectperson Moulton stated that a more direct form of communication during the COVID-19 crisis is something the Board should discuss.

Management Reports & Communications-

The Town Manager provided her full report to the Board. Her full report can be found on the Town's website, www.northyarmouth.org.

Old Business:

Vice Chairperson moved that the Select Board approve the proposed lease agreement with the North Yarmouth Historical Society, as presented and authorize the Town Manager to complete, execute, and manage said agreement with representatives of the North Yarmouth Historical Society. Selectperson Moulton seconded the motion.

Discussion: Katie Murphy, North Yarmouth Historical Society, stated the purposes for the lease and how the move of the Old Town House to the new property would enhance the Village Green.

Meeting Materials – “Ground Lease Agreement”

Note: the below sections are meant to be read in conjunction with the Meeting Materials of May 5, 2020. The organization of this section is to provide descriptions of what was spoken on, and the Meeting Materials include the exact language used in the lease. The Meeting Materials are posted on www.northyarmouth.org or can be requested at the Town Office.

- Page 2, Section 4: Katie Murphy explained that the NYHS's legal counsel suggested the change outlined in blue lettering. Linc Merrill stated that he thought the text was necessary for any other taxes the Town may assess on the land. Vice Chairperson Morrison noted that this language should not have to go back to the Town attorney. Linc Merrill used Personal Property taxes as an example of a tax that could be assessed outside of real estate taxes. Selectperson Moulton asked if the building on the real estate would be exempt from taxes that would be imposed. The Town Manager further stated that NYHS was an exempt organization and that taxes could not be levied on them per state law on non-profit organizations. Vice Chairperson Morrison asked the Board if there were other issues with the Lease to be resolved at this meeting. The Board and NYHS agreed. By consensus, the Board agreed with the language and to move on.
- Page 2, Section 5: Katie Murphy read aloud this section, and, by consensus, the Board had no issues with the added language.
- Page 3, Section 6 (b): Linc Merrill stated that NYHS was trying to prevent liability from maintaining a certain percentage of green space and that the Town should manage the aggregate of the 65% of green space. Selectperson Moulton stated that the lease does include snow removal and mowing of the grounds. Selectperson Speirs said her concerns with the language added regarding the 65% green space and who has the responsibility in maintaining it. Katie Murphy and her counsel suggested a simple exhibit to show the property. Vice Chairperson Morrison stated that the language should reflect the Town's interest to keep 65% of the Village Green as green space. Vice Chairperson Morrison asked Katie Murphy to return to the attorney to add the language under the Town Manager's review before returning the language to the Select Board.
- Page 4, Section 11: Katie Murphy expressed concern with the removal of this section. Mr. Ball, a representative of NYHS, stated that this section of the lease should be looked at by both party's legal counsel. Vice Chairperson agreed with the assessment. With no additional comment, the Board decided to move on.
- Page 5, Section 17: Mr. Ball stated that the purpose of this section was to allow the Town to provide third parties some ability to enter into easements (an example is utility easements) but not allow for the construction of other permanent structures, like roads. Vice Chairperson Morrison asked for a review of this section by the legal counsel as well. The Town Manager requested clarification on what other third parties would be included in this section that could be "refused" by NYHS. Selectperson Moulton asked what the word "premises" meant per the document. Clarification was stated. With no additional comment, the Board closed this agenda item.

Vice Chairperson Morrison amended his original motion to table the proposed lease agreement until both parity's council has reviewed the document and the suggested changes or any concerns stated in these minutes under the discussion of the original motion. Selectperson Napolitano seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Referendum Vote – July 14, 2020

Vice Chairperson Morrison moved 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. Selectperson Speirs seconded the motion. Discussion: Selectperson Moulton stated his concern with the current budget and the timing needed to discuss the topic. Selectperson Speirs and Selectperson Napolitano wanted clarification on the motion on the floor. Clarification was provided. **Vote: 4 Yes – 0 No.**

Referendum Vote – Financial Articles

Vice Chairperson Morrison moved to authorize the Town Manager to prepare a referendum ballot for the FY21 financial articles to be accepted and voted on at an additional Select Board Meeting to be held on Monday, May 11, 2020, at 7 PM. Selectperson Speirs seconded the motion. Selectperson Napolitano stated that the option provided by the Town Manager is imperative for the Town’s financial status. Vice Chairperson Morrison, Selectperson Moulton, and Selectperson Speirs indicated their agreement with the options provided by the Town Manager. Selectperson Speirs asked the Town Manager if using Zoom and space at the Wescustogo Hall and North Yarmouth Community Center was viable for a Public Hearing. The Town Manager provided the Board suggestions for how the Board could hold a public hearing. Selectperson Moulton commented on his concerns with the public being able to participate in the decision-making process due to the limitation of the COVID-19 pandemic. Selectperson Moulton also shared his concerns with some items that need to be voted on at Annual Town Meeting. Selectperson Napolitano clarified that the referendum vote would only be for the budget. Selectperson Napolitano also shared his concerns with the economic effects of the COVID-19 pandemic and the potential impact that the pandemic will have on the budget. **Vote: 4 Yes – 0 No**

New Business:

Vice Chairperson Morrison moved that the Select Board accept and endorse the Certificate of Settlement for FY18 taxes, as presented. Selectperson Moulton seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Accounts Payable – Vice Chairperson Morrison moved to approve itemized warrants 46 and 47, as presented. Selectperson Speirs seconded the motion. Discussion: Selectperson Moulton inquired about a charge made to the Town of Cumberland and the Town of Yarmouth. The Town Manager responded that the cost to the Town of Cumberland was for ACO services, and the latter charge was for paramedic services. **Vote: 4 Yes – 0 No.**

Any Other Business – Selectperson Speirs reported on a recent GPCOG meeting the Town Manager, herself, and Vice Chairperson Morrison attended. Vice Chairperson Morrison also said further on his findings in COVID-19 related conferences and meetings that he attends regarding the proposed building of a primary school in North Yarmouth.

Adjournment – Vice Chairperson Morrison moved to adjourn.

Prepared By: Draven Walker
Administrative Assistant/Recording Secretary

Select Board

Stephen Morrison, Vice Chair

Jennifer Speirs

Paul Napolitano

James Moulton

**Town of North Yarmouth
Select Board
Meeting Minutes of Monday, May 11, 2020
REMOTE BUSINESS MEETING**

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

Minutes of Previous Meeting(s) – None.

Public Comment - Non-Agenda Items – Paul Hodgetts, 1095 Sligo Road, addressed his questions to Vice Chairperson Morrison. They are as follows:

- Mr. Hodgetts inquired about the MSAD 51 Building Committee in which Vice Chairperson Morrison is a member. Vice Chairperson Morrison described that the meeting was on the design of the proposed school.
- Mr. Hodgetts asked how many people participated in the meeting. Vice Chairperson Morrison responded.
- Mr. Hodgetts asked if residents could be involved in the Building Committee. Vice Chairperson Morrison responded that he was unable to answer the question.
- Mr. Hodgetts asked where the minutes were located for the Building Committee meetings. Vice Chairperson Morrison responded.
- Mr. Hodgetts asked if there was a timeline for a vote on the proposed school. Vice Chairperson Morrison responded that no action had been discussed by the Select Board.
- Mr. Hodgetts asked if the School Board was planning on a November referendum. Vice Chairperson Morrison explained that he did not know the answer to that question.
- Mr. Hodgetts asked how much has been spent on Oak Point Associates. Vice Chairperson Morrison stated he did not know the answer to that question.

Vice Chairperson Morrison was unable to answer all of the questions above but referred Mr. Hodgetts to MSAD 51 staff or the chair of the Building Committee.

Old Business – The Town Manager provided the Board with a draft of a Referendum Ballot that is included in the Meeting Materials. The Town Manager explained her findings to the Board. Vice Chairperson Morrison moved that the Select Board approves the ballot referendum to be voted on by the Townspeople on July 14, 2020, as presented an amended. Selectperson Speirs seconded the motion. The amendment is a change in the amount taken out of the undesignated fund balance to \$300,000 rather than \$250,000. Discussion: Selectperson Napolitano asked the Town Manager if excise collections collected after the Governor's Executive Order would be applied for FY 21. The Town Manager responded that it was recommended that excise collections would be applied to FY20 if excise collections were due in FY20. Selectperson Moulton asked the Town Manager if she was comfortable with the use of \$250,000 from the Undesignated Fund Balance. The Town Manager responded that \$300,000+ out of the Undesignated Fund Balance would make her more comfortable. Vice Chairperson followed up. The Town Manager again responded that \$300,000 out of UFB was preferred. Selectperson Moulton asked if a \$50,000 increase out of the UFB would bring down the Mil Rate. The Town Manager recommended the .12 increase. Selectperson Speirs stated some concerns with using too much of the UFB due to the removal of various Capital Improvement projects from FY21's budget. Selectperson Moulton noted that he was indifferent to a \$300,000 or \$250,000 use of the UFB. Selectperson Napolitano stated that State revenues would be low for the next fiscal year. **Vote: 4 Yes – 0 No.**

New Business – None.

Accounts Payable – None.

Any Other Business – Selectperson Moulton asked the Town Manager if the draft presented of the referendum could be public and assessable. The Vice Chairperson explained that a plan for in-person public participation would be presented at the May 19, 2020 business meeting.

Adjournment – Vice Chairperson Morrison moved to adjourn.

Prepared By: Draven Walker
Administrative Assistant/Recording Secretary

Select Board

Stephen Morrison, Vice Chair

James Moulton

Jennifer Speirs

Paul Napolitano

May 19, 2020

Section IV. Management Reports & Communications

- Town Manager's Report
- Department Head Reports
- Financial Report - April

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.

Public Works - On Wednesday evening (5/14), the Fire Rescue Department responded to a fire at the Public Works facility to find one of the trash dumpsters on fire. The damage was contained to the receptacle and an insurance claim may need to be filed to cover the costs as the dumpster belongs to Casella. The Fire Marshall and NY Fire Rescue Chief investigated the matter, and it is unknown at this time what material(s) caused the fire. Furthermore, we are looking into the identity of the individual who deposited their trash in the dumpster. Signage and notifications to the public that clearly state this type of action is not allowed will need to be put up.

Staff Mandatory Training - After a couple of cancellations, we were able to complete the required annual employee training on Tuesday, May 11th. Using the center, we were able to have a morning and afternoon session while practicing all social distancing and safety measures for COVID-19. Every year there is an emphasis on improving the process of mandatory training, and even in dealing with pandemic issues, I want to thank department heads Greg Payson and Debbie Grover for putting together the most efficient and informative training to date. A job well done!

Candidates Night - Candidates Night to be held on Tuesday, June 30th at 7 pm (via Zoom) may now be held in a live forum at the Community Center. We are currently checking with the candidates to see if they are comfortable with this change.

Committee Meeting Request - I have a request from a Town committee to hold a meeting outside due to COVID-19. The Town's Committee Policy states that such meetings must be held in a Town facility. Unless the Board objects, I do not see an issue if a meeting is held outdoors at a Town facility as long as social distancing is practiced and proper notifications are provided to the public and facility managers.

Respectfully submitted,

Rosemary

Rosemary E. Roy, Town Manager





Town of North Yarmouth

Bi-monthly Report – Municipal Administration Department

Reporting Period: March and April FY20

Collections

	FY19	FY20
• Excise Collection (boat & auto):	\$161,605.16	\$81,335.90***
• Inland Fisheries & Wildlife Collections:	\$3,759.68	\$412.00***
• PAYT Collections:	\$28,832.50	\$35,310.00
• Tax Collections:	\$3,809,732.51	\$1,774,064.50**

**Decrease in tax collections is due to new due dates.

*** Decrease is due to COVID-19 State of Emergency.

Voters

FY	Democrat	Green	Libertarian	Republican	Un-Enrolled	Total Voters
2019	1210	140	n/a	984	1091	3425
2020	1375	125	n/a	987	975	3462

Communications

(number of subscribers)

	FY19	FY20
• Reminders From Town Hall	768	792
• Facebook	1187	1406
• Instagram	289	395
• Twitter	242	289
• Town Hall Streams – Live Views	xxx total views	not available
• Town Hall Streams – On Demand Views	227	not available

Changes/Updates

- Caucuses were held on 2/29/2020 Republican and 3/8/2020 Democratic. Minimal turnout at both.
- 3/3/2020 Elections were busy, as we came extremely close to running out of ballots for the 1st ever Maine Presidential Preference Primary. Thank you to Chief Payson for driving to Augusta for ballots.
- Website cleanup is complete. I am waiting on CivicPlus (Website host) to make the recommended changes to the website so that hopefully it “flows better”, searches are made easier and looks “cleaner.”
- The Community Center Director and I will be conducted interviews for the custodian/maintenance position, the successful candidate is Cliff Young a resident here. We are very pleased to welcome Cliff to the Team.
- Governor Mills has moved the State Primary from 6/9/2020 to 7/14/2020. Working with Town Manager to determine if we can move municipal elections also to 7/14/2020.

Project(s) Update

- FY 20 annual training for all staff is re-scheduled for 5/12/2020 starting at 12 noon.
- 2020 Annual Clean Up Day was scheduled for Saturday, 5/30/2020 from 8am to 1pm has been pushed to Saturday 9/12/2020.
- The next recipient of the Boston Post Cane has been determined; presentation is delayed due to COVID-19.
- The electronic newsletter *Reminders from Town Hall* has been going out to subscribers weekly now since 3/17/2020 instead of bi-weekly to help keep our residents up to date on current Town and State processes procedures as they are effective by COVID-19 State of Emergency.
- Cheryl, Stacey and I have been taking calls and emails from residents to assist them with their needs, from vehicle registrations, marriage licenses, tax payments, PAYT bags, etc., during this State of Emergency.

Coming Up

- Quarterly Reporting: Fed 941, State SIT, Unemployment & MSHA.
- Spring burials in the cemeteries.
- Candidates Night June 30, 2020
- Newsletter (FY21 Budget and 7/14/2020 Elections)

Submitted by Debbie Grover, Assistant Town Manager



Town of North Yarmouth
Code Enforcement Department
Bi-monthly Report
March & April 2020

Permit Comparison

<u>Permit Type</u>	<u>March 2019</u>	<u>March 2020</u>	<u>April 2019</u>	<u>April 2020</u>
Occupancy Certificates	1	10	4	5
Building Permits	2	4	9	4
New Homes	0	1	2	0
Plumbing Permits	1	3	7	5
Septic Permits	0	3	3	1
Electric Permits	4	6	11	5
Subdivisions	1	1	2	0
Contract Zoning	0	0	0	0

CEO Overview

Hello everyone,

Back again with the inner working of the Code Office for the months of March and April. So as you are all aware we have had a bit of disruption in day to day norms, I feel our office has been able to weather it slightly better than others due to the nature of what we do. I have been able work in the office at least two or three days a week while still following the distancing guidelines. My out of the office days still allows me to continue inspections on most projects with little to no contact with contractors or occupancy. Tracey has been set up remotely at home and works one or two days a week but is able to function with only minor hindrance.

We have updated all our online process for permits and applications for both the Code Office and the Planning Board. All of the online forms are now designed to make things simple for the applicants and contractors. They are fillable forms and can all be easily emailed to our office for processing. As you can see, permits are still flowing in and are just slightly down from last year.

On the Planning side of things, we have made changes to our application process to help streamline it for both the Board Members and the applicants. The April Planning Board meeting was cancelled but we are working on scheduling the May meeting using Zoom. A lot more communication has been forced to take place through media, but I do not see this as a bad thing but a good outcome during these trying times.

We have received two site plan reviews

1. The Historical Society is navigating the site plan review process for their move of Old Town House the Village Green space in the center of Town.
2. The second site plan review is for the last commercial lot in the Meadowbrook Subdivision directly across from the Fire Station. They are purposing a commercial office space, ice cream parlor and rental apartment on the second floor of the building.
3. We are aware of a couple new development still pose to move forward as planned.



Town of North Yarmouth
Code Enforcement Department
Bi-monthly Report
March & April 2020

The one sizable set back that we are dealing with is the ordinances changes that we had lined up for Town Meeting but they will just need to wait. I do not see it actually effecting much but we had good momentum.

That is the Story from the Code Office, Stay Safe.

Thanks for your time,

Ryan

Submitted by: Ryan Keith, Code Enforcement Officer/Planner
Date: 5/4/20



Town of North Yarmouth

Bi-monthly Report – Community Center

Reporting Period: March-April 2020

<u>Usage</u>	thru March 12, 2020	April 2020
Open Gym participants (Drop-in)	78	0
Senior walking participants	36	0
Meetings	2 + elections	0
Programs	11	0
Rentals	5 (3 canceled)	0 (3 canceled)
Other:	<i>2 events and town meeting/ Ice cream social canceled.</i>	
Total program hours <i>per week</i> (does not include meetings & rentals)	50	0
Operating hours per Month	100	0
Average operating hours per week	50 (for 2 weeks)	0

Changes/Updates

- Due to the COVID-19 pandemic, all programs, meetings, and activities ceased on March 12, 2020. A total of 13 rentals (9 in March- 3 in April) were canceled, totaling a loss of approximately \$1350 in rental revenue.
- Maine Antique Dealers Association, which reserved the facility for May 30, has changed the date of their event to October 17-18, also to be held in our facility.
- The one wedding reception that was scheduled has moved their wedding date to June 2021 and will be reserving space with us for their new date.
- Cliff Young began working with us on Monday, March 16, 2020, as our full-time custodian/maintenance member. He will be working about 50% of his time at the Community Center. He completed a full baseline cleaning and has continued to make sure the facility is clean. He has also worked on several small projects in the facility, including creating more efficient storage space within the facility. He continues to learn how the facility operates and has continued to make himself available and essential during this time.
- I am currently working on a plan to re-open with restrictions for June.

Events/Meetings

- Updated Facebook with daily/weekly activities the families could do at home.
- Family Trivia Night was held on May 6-8, families participating. Next event will be May 20th
- Working with local groups and recreation professionals in the area to see how they are handling opening facilities and guidelines for keeping the public safe.

Submitted by Lisa Thompson, Community Center Director
Date: 05/12/2020



Town of North Yarmouth

Bi-monthly Report - Fire Rescue Department

Reporting Period: March 2020 & April 2020 for FY19

Activity

	FY19	FY20
Medical Calls	26	19
Fire Calls	23	38
Patient Evaluations	22	19
Transports	18	13
Public Assistance	5	2
Vehicle Accidents	5	4
Mutual Aid	4	6
Unauthorized Burning	1	5
Total Member Hours on Calls	370:00	261:08
Total Member Hours Training	556.00	268.00
Total Incidents	49	57

Changes/Updates

The last few months have been ever changing with the COVID-19 crisis. Our training hours and call hours have changed dramatically based on everything going on right now. Since we have not been able to meet as a group, our training hours are down. We have been very busy over the last two months with fire calls and EMS calls have decreased slightly but we are starting to see those come back. We are still training with some online platforms but do not have 100% of members taking advantage of the trainings due to many of our older members do not use the technology of today. My last few months have been specifically dealing with the crisis at hand.

Project(s) Update

With the COVID-19 crisis, any projects that we were working on has been postponed for the time being. This is due to trying to keep expenses at a bare minimum. Once things stabilize, we will continue with our projects and/or CIP projects that still need to be completed.

Coming Up

Over the last few months all Town departments have been collecting data and expenses related directly to the COVID-19 crisis. I will be pulling all that data together and will submit it to FEMA for cost recovery. The cost sharing of this will be 75% cost incurred by FEMA, 15% cost incurred by the State of Maine, and 10% of the cost will go to the town. We do not have an end date of this crisis as of yet and will continue to collect cost data for recovering costs. I am also working with all the departments on preparing for elections and opening town facilities based on State guidelines.

Submitted by: Gregory Payson, Fire Rescue Chief

Date: 05/13/2020



Bi-monthly Report - Public Works Department - Clark Baston, Director & Road Commissioner

March/April 2020

General Maintenance of Parks & Grounds:

- Dump trash cans at parks.
- Spring clean-up started all town grounds.
- Remove limbs from town Grounds and Cemeteries.
- Landscaping at WH&CC.
- Refinish picnic tables.
- Installed signs warning of the unstable riverbank at Old Town House Park.

PW Building Maintenance:

- Engineering for salt shed repairs. PSE engineers are ongoing.

Heavy Equipment:

- Repair and Maintain plows and equipment.
- Replace Grader transmission.
- Received used woodchipper.
- Get spring sweeping equipment ready.

Road Maintenance:

- Working with Pan Am Railways on Mill road RR crossing repairs.
- Brush cutting Royal Road, Mill Road.
Repaired and installed new street signs at various locations.
- Pick up of roadkill.
- Removed spring road posted signs.
- Beaver issues in culvert Milliken Road.
- Wash out Sweetser Road.
- Grade Dirt Roads.
- Patch potholes
- Some sweeping of Roads.

Other:

- Clean up waste oil drums at PWs.
- Installed book box WH&CC.
- Work with Town Planner on the Village Center.
- Budget work.
- Delays in almost every project due to Covid-19.
- APWA spring training/Dig safe/Traffic flagging/ MSHA classes canceled due to Covid-19

Changes/Updates:

- Working on "Road Ordinance."
- Working on MDEP wood waste processing project.
- Working on MDEP Municipal Disaster Debris Management plan.
- 20/21 budget preparation.
- Traffic calming.

Projects:

- Culvert inventory ongoing.

Storms:

- Handled 5 winter storm events (two predicted nothing happened) 7 total.

Expense Detail Report

APRIL FY20

	FY19 Budget	Debits	Credits	Unexpended Balance	%	Current Budget	Debits	Credits	Unexpended Balance	%
110 - MUN ADMIN										
01 - OPERATIONS	335,123.00	270,671.55	10,708.70	75,160.15		392,333.00	386,082.00	63,341.00	69,592.00	
02 - CONTR/PROF	67,660.00	45,094.95	0.00	22,565.05		78,716.00	101,782.80	275.00	-22,791.80	
03 - BLDG/GRNDS	63,045.00	46,890.09	0.00	16,154.91		61,577.00	77,735.07	335.11	-15,822.96	
04 - COMMCOMM	9,950.00	6,352.19	0.00	3,597.81		8,500.00	6,408.31	0.00	2,091.69	
05 - NYMS	21,438.00	22,165.14	0.00	-727.14		0.00	0.00	0.00	0.00	
	497,216.00	391,173.92	10,708.70	116,750.78	76.52	541,126.00	572,008.18	63,951.11	33,068.93	93.89
120 - COMM SVCS										
01 - CEO/PLAN	69,219.00	54,517.89	2,319.20	17,020.31		103,698.00	80,911.20	0.00	22,786.80	
02 - ECONOM DEV	69,400.00	35,818.47	0.00	33,581.53		58,400.00	48,316.82	0.00	10,083.18	
03 - PKS/REC	8,850.00	4,215.43	0.00	4,634.57		11,350.00	3,048.07	0.00	8,301.93	
04 - GENL ASST	7,688.00	920.00	0.00	6,768.00		7,688.00	1,526.87	0.00	6,161.13	
05 - SOC SERVC	3,440.00	3,159.35	0.00	280.65		3,440.00	3,161.06	0.00	278.94	
06 - CEMETERIES	5,215.00	5,120.61	0.00	94.39		5,765.00	2,960.70	0.00	2,804.30	
07 - LIVING WELL	750.00	423.91	0.00	326.09		750.00	969.73	0.00	-219.73	
08 - HIST SOCIE	5,000.00	5,000.00	0.00	0.00		1,750.00	0.00	0.00	1,750.00	
	169,562.00	109,175.66	2,319.20	62,705.54	63.02	192,841.00	140,894.45	0.00	51,946.55	73.06
130 - PUBLIC SAFETY										
01 - FIRE RESCUE	281,827.00	237,723.42	18,061.54	62,165.12		322,308.00	258,580.96	2,091.39	65,818.43	
02 - CONTR/PROF	99,967.00	50,643.40	0.00	49,323.60		109,902.00	62,123.85	0.00	47,778.15	
	381,794.00	288,366.82	18,061.54	111,488.72	70.80	432,210.00	320,704.81	2,091.39	113,596.58	73.72
140 - PUBLIC WORKS										
01 - OPERATIONS	447,813.00	388,661.93	9,534.88	68,685.95		429,518.00	366,341.22	13,251.94	76,428.72	
	447,813.00	388,661.93	9,534.88	68,685.95	84.66	429,518.00	366,341.22	13,251.94	76,428.72	82.21
150 - SW/RECYCLING										
01 - SOLID WASTE	202,905.00	169,483.38	0.00	33,421.62		228,188.00	176,348.21	0.00	51,839.79	
	202,905.00	169,483.38	0.00	33,421.62	83.53	228,188.00	176,348.21	0.00	51,839.79	77.28
160 - FIXED EXPENSES										
01 - DEBT SERVICE	0.00	0.00	0.00	0.00		285,900.00	517,662.50	231,762.50	0.00	
02 - EE BENEFITS	265,654.00	221,572.08	2,793.00	46,874.92		323,435.00	225,055.64	4,757.55	103,136.91	
03 - INSURANCE	39,767.00	40,509.00	0.00	-742.00		41,457.00	46,039.00	0.00	-4,582.00	
04 - EDUCATION	7,333,711.00	6,111,425.65	0.00	1,222,285.35		7,368,665.00	6,140,554.02	0.00	1,228,110.98	
05 - SHARED SVCS	178,994.00	134,244.00	0.00	44,750.00		165,876.00	82,937.92	0.00	82,938.08	
06 - COUNTY TAX	336,663.00	336,663.00	0.00	0.00		362,248.00	362,248.00	0.00	0.00	
	8,154,789.00	6,844,413.73	2,793.00	1,313,168.27	83.90	8,547,581.00	7,374,497.08	236,520.05	1,409,603.97	83.51
FINAL TOTALS	9,854,079.00	8,191,275.44	43,417.32	1,706,220.88	82.69	10,371,464.00	8,950,793.95	315,814.49	1,736,484.54	83.26

Revenue Detail Report

APRIL FY20

100 - REVENUES	FY19				Current		Uncollected			
	Budget	Debits/Credits	Balance	%	Budget	Debits	Credits	Balance	%	
4010 - AGENT FEES	12,300.00	9,309.00	2,991.00	75.68	12,100.00	6.00	10,782.75	1,323.25	89.06	
4020 - RESCUE FEES	65,000.00	38,685.26	26,314.74	59.52	60,000.00	0.00	75,326.99	-15,326.99	125.54	
4030 - APPEALS	50.00	0.00	50.00	-	50.00	0.00	112.50	-62.50	225.00	
4040 - BETE REIMBURSEMENT	0.00	0.00	- 0.00	-	1,200.00	0.00	42,738.00	-41,538.00	3,561.50	
4050 - BOAT EXCISE	8,500.00	4,021.00	4,479.00	47.31	8,500.00	320.60	4,027.20	4,793.40	43.61	
4060 - BUILDING PERMITS	41,000.00	29,754.70	11,245.30	72.57	60,000.00	0.00	73,048.57	-13,048.57	121.75	
4067 - BURN PERMITS - ONLINE	240.00	156.00	84.00	65.00	240.00	0.00	168.00	72.00	70.00	
4080 - CATV FRANCHISE FEES	29,000.00	33,413.69	-4,413.69	115.22	30,800.00	0.00	29,012.01	1,787.99	94.19	
4090 - CELL TOWER RENTAL	37,200.00	29,363.15	7,836.85	78.93	39,000.00	0.00	34,195.91	4,804.09	87.68	
4110 - CEO MISC. PERMITS	300.00	250.00	50.00	83.33	300.00	0.00	0.00	300.00	-	
4120 - CEO POWNAL SERVICES	15,000.00	10,079.90	4,920.10	67.20	17,500.00	4,818.66	12,425.33	9,893.33	43.47	
4130 - CLERK FEES	755.00	479.00	276.00	63.44	755.00	0.00	780.00	-25.00	103.31	
4140 - CUSTOMER SERVICES FEES	700.00	360.68	339.32	51.53	700.00	0.00	341.20	358.80	48.74	
4150 - DOG LICENSE FEES / ACO SERVICE	1,650.00	1,530.00	120.00	92.73	1,650.00	0.00	1,505.00	145.00	91.21	
4157 - PARK USE PERMIT DOGS	0.00	700.00	-700.00	100.00	1,200.00	0.00	550.00	650.00	45.83	
4160 - ELECTRICAL PERMITS	7,500.00	6,402.79	1,097.21	85.37	10,500.00	40.00	14,379.18	-3,839.18	136.56	
4200 - GENEALOGY SEARCH	250.00	65.00	185.00	26.00	150.00	0.00	21.00	129.00	14.00	
4210 - GENERAL ASSISTANCE	2,500.00	140.00	2,360.00	5.60	2,500.00	0.00	437.90	2,062.10	17.52	
4220 - HOMESTEAD EXEMPTION	200,527.00	182,780.00	17,747.00	91.15	200,527.00	0.00	208,503.00	-7,976.00	103.98	
4240 - PROP/CAS INSURANCE CLAIMS	0.00	0.00	0.00	-	0.00	0.00	1,343.51	-1,343.51	100.00	
4255 - EMA REIMBURSEMENTS	0.00	26,091.79	-26,091.79	100.00	0.00	0.00	0.00	0.00	-	
4260 - LOCAL ROAD ASSISTANCE PROGRA	27,000.00	27,232.00	-232.00	100.86	27,000.00	0.00	27,952.00	-952.00	103.53	
4265 - PROPERTY & CASUALTY POOL	2,000.00	2,283.00	-283.00	114.15	2,500.00	0.00	5,505.00	-3,005.00	220.20	
4270 - MSAD ELECTIONS	2,200.00	1,503.38	696.62	68.34	1,600.00	0.00	0.00	1,600.00	-	
4280 - MISC REVENUES	1,200.00	5,687.91	-4,487.91	473.99	1,200.00	6,903.95	7,026.52	1,077.43	10.21	
4290 - BMV EXCISE	867,000.00	778,084.81	88,915.19	89.74	965,000.00	19,239.40	736,949.82	247,289.58	74.37	
4310 - PEER REVIEW	1,000.00	0.00	1,000.00	-	1,000.00	0.00	0.00	1,000.00	-	
4320 - PLANNING BOARD	1,200.00	2,300.00	-1,100.00	191.67	1,200.00	0.00	700.00	500.00	58.33	
4330 - PLUMBING PERMITS	8,000.00	6,192.50	1,807.50	77.41	8,500.00	327.50	13,140.00	-4,312.50	150.74	
4335 - PRIVATE ROAD SIGNS	300.00	281.01	18.99	93.67	300.00	0.00	155.06	144.94	51.69	
4340 - RENTAL FEES	13,000.00	9,005.00	3,995.00	69.27	25,500.00	0.00	9,450.00	16,050.00	37.06	
4345 - WH&CC FEES	0.00	0.00	0.00	75.29	0.00	1,175.00	8,300.80	-7,125.80	100.00	
4350 - REVENUE SHARING	191,575.00	144,245.72	47,329.28	85.42	387,000.00	0.00	214,830.27	172,169.73	55.51	
4360 - SALE OF ASSETS	0.00	0.00	0.00	105.92	0.00	0.00	801.00	-801.00	100.00	
4370 - SITE PLAN REVIEW	1,200.00	1,025.00	175.00	81.21	1,200.00	0.00	750.00	450.00	62.50	
4380 - SNOWMOBILE CLUBS STATE REIME	1,200.00	1,271.04	-71.04	-	1,250.00	0.00	1,151.88	98.12	92.15	
4390 - SOLID WASTE/RECYCLING	140,000.00	113,692.50	26,307.50	100.00	186,300.00	0.00	140,347.50	45,952.50	75.33	
4400 - SW HAULER PERMIT	75.00	0.00	75.00	79.51	75.00	0.00	0.00	75.00	-	
4420 - TAX INTEREST	12,500.00	9,938.37	2,561.63	100.00	15,000.00	7.73	15,704.47	-696.74	104.64	
4430 - TAX PENALTY	3,500.00	825.11	2,674.89	65.35	3,000.00	0.00	2,203.51	796.49	73.45	
4450 - TIMBER HARVEST	0.00	9,582.40	-9,582.40	45.42	0.00	0.00	0.00	0.00	-	
4480 - TREE GROWTH EXEMPTION	3,700.00	2,417.84	1,282.16	63.98	4,000.00	0.00	2,641.04	1,358.96	66.03	
4500 - VETERAN'S EXEMPTION	2,950.00	1,340.00	1,610.00	0.00	2,950.00	0.00	1,598.00	1,352.00	54.17	
4510 - VITAL RECORDS	3,100.00	1,983.40	1,116.60	0.00	3,100.00	0.00	1,405.20	1,694.80	45.33	

Final Totals	1,705,172.00	1,492,472.95	212,699.05	87.53	2,085,347.00	####	1,700,310.12	417,875.72	79.96
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Overall revenues are down 7.56%

May 19, 2020

Section V. Old Business

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

Enclosed herein is believed to be the final proposed draft of the town-owned land lease agreement with the NYHS. The document reflects matters discussed at the Board's meeting of May 5, 2020, in which all issues now appear to be resolved. The Town Manager recommends approval.

Move that the Select Board approves the proposed lease agreement with the North Yarmouth Historical Society, as presented to include all exhibits and further 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.

▪ **COVID-19 - Reopening Standard Operating Procedures**

The Town Manager will share specific points of information from the policy and will address any questions, comments, or concerns from the Board.

▪ **Budget Referendum Public Hearing(s) - Process & Date(s)**

A date(s) and time(s) should be decided upon by the Select Board as to when to hold a public hearing(s) on the proposed budget. Only one hearing is required. These will be Zoom meetings, and it is recommended that the Town Manager and her Assistant "host" the meeting. Public Hearings call for a narrative on the subject matter once the hearing is opened and before public comment. Enclosed is the approved referendum for purposes of equally assigning the questions to members. It is suggested that this is done at this meeting so members of the Board can prepare. It is similar to what takes place at a Town Meeting. The timeline recommends having a public hearing(s) is between June 15th and July 4th. It will allow time for a newsletter production, all other public notifications, and will adhere to the required time needed before the July vote.

Move that the Select Board call forth a public hearing on _____ for the proposed FY21 Budget to be voted on by referendum ballot at the July 14, 2020 state and local elections. Second, discussion and vote follow.

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 10 Village Square Rd., North Yarmouth, ME 04097 ("**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**").

R E C I T A L S

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 the property commonly known as the Village Green and the former site of the Wescustogo Grange Hall ("Village Green Parcel");

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 Parcel;

WHEREAS, the Town acknowledges that relocating the Old Town House onto the Village Green Parcel in accordance with the terms of this Lease 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 Parcel 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 ± 35,335 square feet parcel 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 is exempt from real estate property taxes; any real estate taxes or other assessments that may become due during the term (except for any taxes related to NYHS's personal property) shall be borne by the Town.

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 (but are not limited to) 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

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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. The Town and NYHS hereby agree and acknowledge that the Premises is a portion of Village Green Parcel, which is subject to a requirement that obligates the Town to preserve at least sixty-five percent (65%) of the Village Green Parcel as “green space.” The Town hereby represents and warrants that NYHS’s relocation of the Old Town House to the Premises will not cause the Town to be in violation of the said requirement. Further, the Town hereby agrees from the date of execution of this Lease, the Town shall not take any action or improve any part of the Village Green Parcel that would cause the Village Green Parcel to be in violation of the 65% “green space” requirement. NYHS hereby agrees that after the relocation of the Old Town House, NYHS shall not construct any structures on the Premises without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. If the Premises is not maintained by NYHS as described in Section 6(a) herein and provided that the Town has given NYHS at least sixty (60) days prior written notice of any violation thereof (and such time as is reasonably necessary for NYHS to cure any violation), then the Town may make such limited repairs as is reasonably necessary for NYHS to comply with Section 6(a) herein and NYHS shall reimburse the Town for actual expenses for making such repairs to the Premises. Notwithstanding the foregoing, the Town shall not have the right to remove previously approved improvements, additions, or alterations to the Premises.

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~~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 be completed and maintained in such a manner that preserves the at all times at least sixty five percent (65%) green space on the Village Green (such 65% green space requirement being binding upon and an obligation of the Town), all as contemplated by Exhibit A. 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.~~

(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, 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.~~ Provided the NYHS is not in material default of any provision of this Lease (and the applicable cure period has not expired), 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.

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, 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, 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. Notwithstanding anything to the contrary herein, the right of first refusal contemplated by this Paragraph shall not apply in the event of a grant of any utility easements or encumbrances that do not interfere with NYHS's use of the Premises,

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: _____

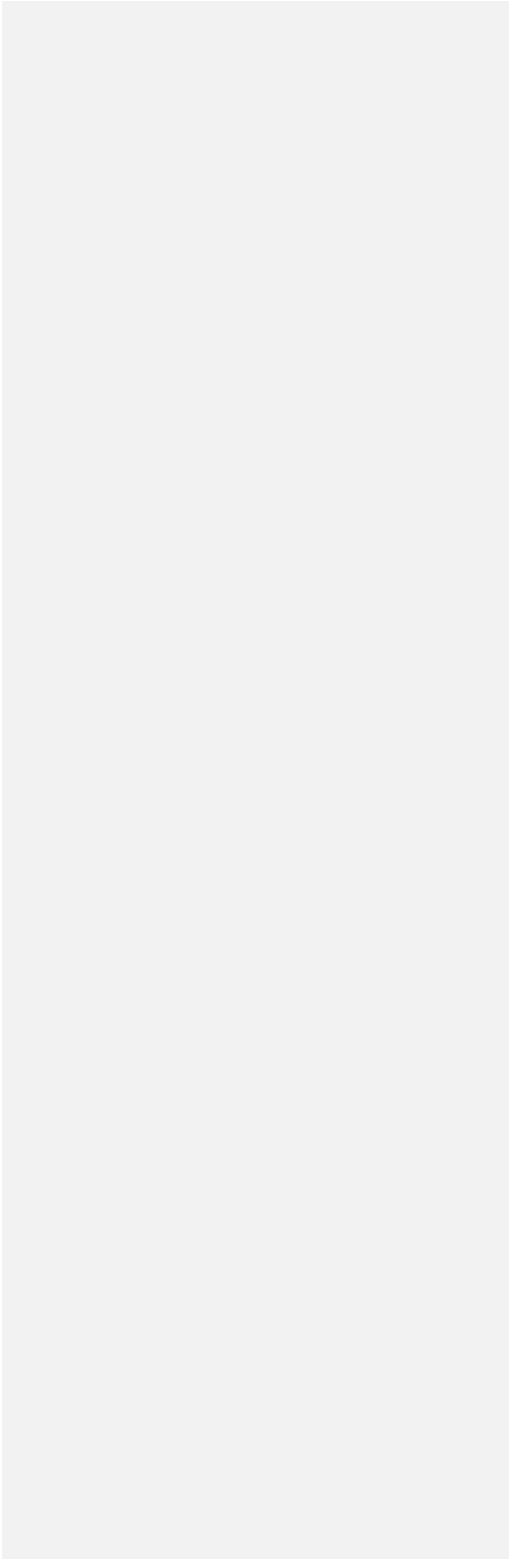


EXHIBIT A
[Plan Depicting the Premises]

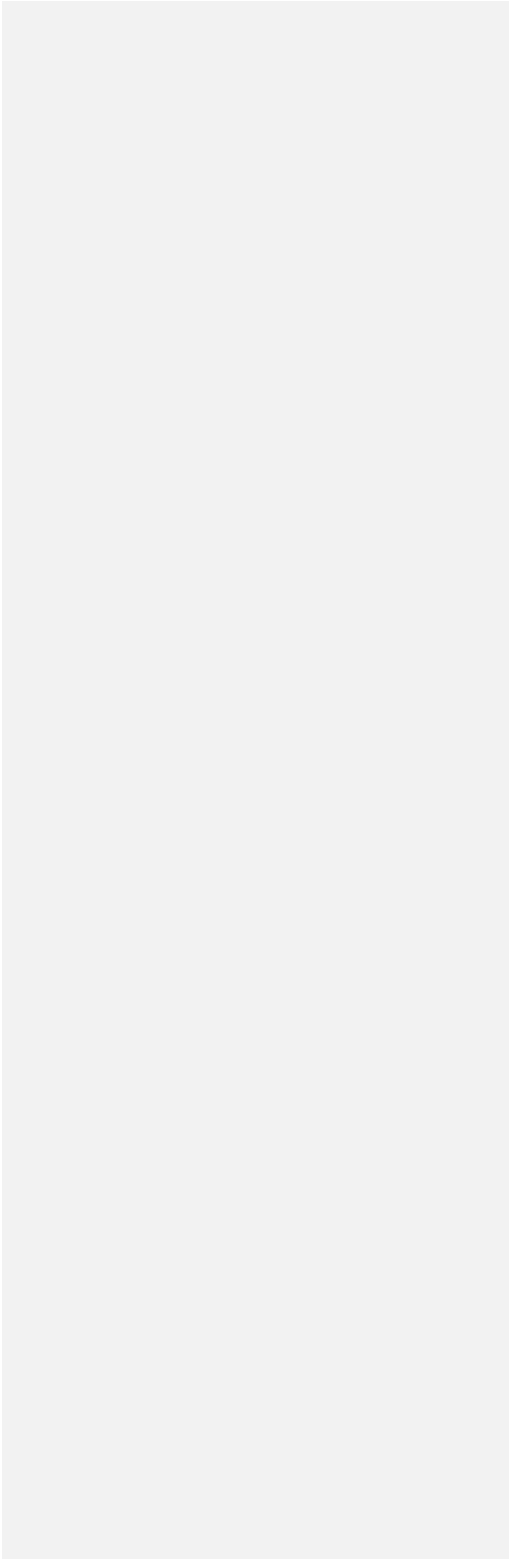
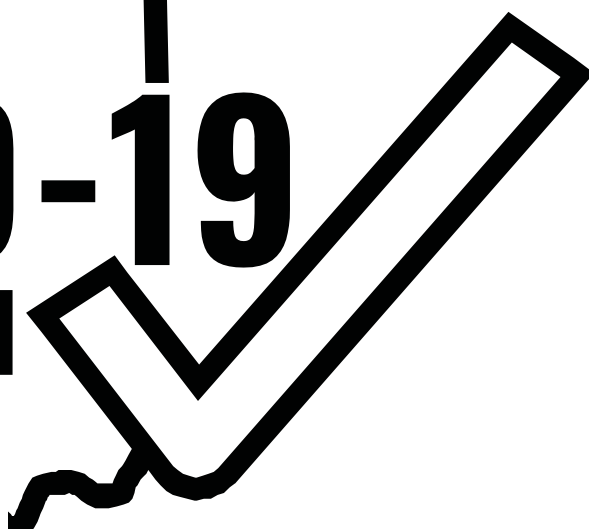


EXHIBIT B
[NYHS Restoration Work]

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.

**COVID-19
PREVENTION**



**Town of North Yarmouth
COVID-19 Reopening & Prevention
Standard Operating Procedures (SOP)**

The purpose of this policy is to provide for a safe and healthy environment of all North Yarmouth residents, visitors, volunteers, municipal officials, and employees. These regulations contained in this SOP shall remain in place until such time that the State of Emergency is eliminated and standard safety prevention measures against COVID-19 are provided. Operations are subject to change due to the instability of the pandemic. Management will provide updated information as situations and guidelines change.

I. Reopening Date

- A. All Town services will reopen its doors to the public effective **Monday, June 1, 2020**, as follows:
 - 1. Town Office - 8:00 am to 1:00 pm (Mon-Thurs); 1:00 pm to 6:00 pm (Monday); 1:00 pm to 5 pm (Tuesday - Thursday) shall be by appointment only.
 - 2. Code Enforcement Office - By appointment only.
 - 3. Public Works Office - By appointment only.
 - 4. Fire Rescue Office - By appointment only.
- B. Employees who can continue to work from home shall do so and are permitted to a limited number of hours at any town facility site. These hours shall be determined by the employee and the Town Manager.
- C. Overtime will not be permitted during this period. Compensatory (Comp) Time will be provided, and you can adjust your work schedule accordingly; however, comp time cannot be taken during customer service hours. The use of comp time accrued shall be discussed with your supervisor before applied.
- D. If found necessary, hours of operation may be reduced or closed on specific workdays to servicing the public.
- E. The Town Office will not be open during any election local, state, or federal as to provide assistance where needed in applying COVID-19 safety operations for elections.

II. Physical Distancing and Good Hygiene to Prevent the Spread of Disease

- A. Maintain a six (6) foot physical distancing for staff, customers, vendors, etc.
- B. Cloth face coverings/masks are intended to prevent transmission.
 - 1. Employees shall wear cloth face coverings, surgical masks, or N-95s.
 - 2. Particular circumstances will allow for the removal of the mask, i.e., alone in a secluded space or when **all** safety precautions have been taken, and a six (6) distance can be maintained.
 - 3. Masks shall be worn at all times while providing service to the public.
 - 4. Face coverings shall be provided to all employees.
- C. Good hand hygiene prevents the spread of disease. The best hand hygiene is frequent handwashing. Employees are asked to practice good hand hygiene with frequent handwashing and hand sanitizing, especially between contact with customers and customer items.

- D. All individuals shall have access to hand soap, cloth face coverings, gloves, tissues, and hand sanitizers in multiple locations around work and public spaces.
- E. Any handheld reading materials will be removed from the lobby and common areas.

III. Preventions & Screening

- A. Employees will conduct a thermal temperature check upon entering the workplace.
- B. Employees may be asked the following questions to screen for illness:
 - 1. Have you had a cough or a sore throat?
 - 2. Have you had a fever, or do you feel feverish?
 - 3. Do you have shortness of breath?
 - 4. Do you have a loss of taste or smell?
 - 5. Have you been around anyone exhibiting these symptoms within the past 14 days?
 - 6. Are you living with anyone who is sick or quarantined?
 - 7. Have you been out of state in the last 14 days?

IV. **Personnel Management**

- A. Employees shall stay home and notify their supervisor when sick and COVID-like symptoms are prevalent.
- B. Symptoms or combinations of symptoms (below) may indicate COVID-19:
 - 1. Cough
 - 2. Shortness of breath or difficulty breathing

OR at least two of these symptoms:

 - 3. Fever
 - 4. Chills
 - 5. Repeated shaking with chills
 - 6. Muscle pain
 - 7. Headache
 - 8. Sore throat
 - 9. New loss of taste or smell
- C. Know the signs and symptoms of COVID-19 and know what to do if an employee is symptomatic in the workplace.
- D. Each Town Facility shall have room or space where the employee can be isolated until transferred to home or health care facility and provide a facemask, if available and tolerated.
- E. Call 911 for guidance/assistance.
- F. All personnel who came into contact with an ill person shall be notified of their possible exposure to COVID-19 in the workplace but shall **maintain confidentiality** as required by the Americans with Disabilities Act (ADA).
- G. In returning to work, current CDC guidelines for an employee infected by COVID-19 will be implemented.

H. Members of the public who become ill while at Town facilities:

1. Each Town Facility shall have room or space where the individual can be isolated until transferred to home or health care facility and provide a facemask, if available and tolerated.
 2. All personnel who came into contact with an ill person shall be notified of their possible exposure to COVID-19 in the workplace but shall maintain confidentiality as required by the Americans with Disabilities Act (ADA).
- I. For contact tracking purposes, records shall be maintained to include contact information for individuals, and that personnel who had prolonged direct interaction with them. Based on current knowledge, close contact is someone who was within six (6) feet of an infected person for at least 15 minutes starting from 48 hours before illness onset until the time the patient is isolated. Individuals should stay home, maintain social distancing, and self-monitor until 14 days from the last date of exposure.
- J. An employee diagnosed with COVID-19 has been exposed to COVID-19 or needs to take care of someone who has been diagnosed, the employee will not be allowed to return to work until they have completed the recommended 14-Day self-quarantine. In such cases, employees will be paid for scheduled hours.
- K. If the Town is open for operations in a Department, and an employee chooses not to report to work due to general concern of contracting COVID-19, the employee will be required to use accrued time.
- L. If the Town sends an employee home due to symptoms of respiratory illness, the Town will treat the time as paid leave until the employee can return symptom-free and or has completed the recommended 14-Day self-quarantine.
- M. COVID-19 qualifies as a serious health condition under the Federal and Maine Family Medical Leave laws.
- N. Regular attendance and leave policies will remain in place for all non-COVID-19 illnesses.
- O. If an employee(s) could have exposed other employees to COVID-19, the management will oversee informing those employees of the possible exposure while making every effort to protect confidentiality. Limiting the disclosure of information on a "need to know" basis is imperative. The Town Manager may choose to consult with legal counsel for advice on how to communicate exposure. The Town may close operations and or may require employees to work from home.
- P. If an employee believes there has been exposure to COVID-19 virus in a Town facility, they shall notify the Town Manager, Fire Rescue Chief, and their supervisor immediately. Actions shall be taken to evaluate and initiate cleaning activities to reduce further exposure. It may constitute temporarily closing the facility.

V. **Operations**

- A. Signage shall be placed in prominent locations to remind employees and the public concerning hand hygiene, face coverings, and physical distancing.
- B. Six (6) foot markings will be located both inside and out at each Town facility.
- C. The public is required to wear a face-covering when it is appropriate and within practicing the

recommended safety guidelines. If a person tries to enter without a mask, or if they refuse to wear a mask, please hand them a card the appropriate contact information to call to make a private appointment for service or maintain a list of name and phone numbers of those wishing to be called for an appointment.

- D. Transactions - Employees responsible for handling customer transactions shall use gloves when handling paper, currency, or other materials. The use of the outside drop-off box and remote transactions shall continue to be encouraged.
- E. Public Capacity Limits
 - 1. Town Office (main level) - Only two (2) individuals at any given time will be allowed in the customer service area, one (1) in the foyer.
 - 2. Code Enforcement Office - By appointment only. Large parties of no more than six (6) shall meet in the Conference Room (lower level) by appointment only.
 - 3. Public Works Office - No more than one (1) individual, by appointment only.
 - 4. Fire Rescue Chief's Office - No more than one (1) individual, by appointment only.
 - 5. Historical Society Office – No more than one (1) individual at any time.
 - a. The Fire Rescue Chief shall be notified before any entry into the space.
 - b. Public hours are not authorized at this time.
 - c. The Fire Rescue Chief may deny entry into the space based on Fire Rescue department activities
- F. All face-to-face meetings shall be limited, and the respective physical distancing applied.
- G. Continue to use electronic workplace communications (texts, emails, instant messaging, phone calls) to reduce contact with other employees or the public.
- H. Ventilate workspace with open windows and doors to the extent possible.
- I. Shared use of desks, offices, or phones is discouraged.
- J. If you plan to travel out of state, please notify your supervisor.
- K. Staff travel between multiple locations shall be limited.
- L. Make sure there is a safe process to receive supplies and other deliveries.
- M. Disinfect phones, shared tools, scanning devices, and other shared items regularly.

VI. Cleaning, Disinfecting, and Sanitizing

- A. All facilities will be sanitized daily and following any scheduled activities.
- B. Surfaces shall be cleaned using soap and water or other appropriate cleaning substance. Frequently touched surfaces routine cleaning shall include: Tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, all electronic devices, etc., and a disinfectant should then be applied. An EPA-registered household disinfectant is recommended. Diluted household bleach solutions may also be used if appropriate for the

surface.

- C. Soft surfaces such as carpeted floors, rugs, and drapes can be cleaned by using soap and water or with cleaners appropriate for use on these surfaces. Launder items (if possible) according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.

VII. Facility/Grounds Usage - Allowed Capacity - Gatherings of 50 or Less Effective 6/1/20

- A. The Town Manager and Department Heads shall evaluate any scheduled group meetings, training, or conferences, or facility activities and may choose to cancel or reschedule.
- B. Board, Committee, and Other Meetings:
 - 1. Based on expected or typical attendances that are not anticipated to meet or exceed the 50 people gathering rule, boards and committees may decide to discontinue the use of remote meetings. Remote meetings are permissible until 30 days after the State of Emergency has ended.
 - 2. The conference room at the Town Office will only accommodate twelve (12) persons or less; therefore, use of this location shall be for small committees (groups) with little to no typical public attendance.
 - 3. Larger groups with expected additional attendance shall use space assigned at the Community Center.
 - 4. Select Board and Planning Board meetings may be held at the Community Center once broadcasting abilities are in place. Estimated start day, June 9, 2020.
 - 5. Public meetings with an anticipated participation of 50 or more, i.e., Public Hearings are only permissible through virtual (Zoom) means.
 - 6. The Freedom of Access Act requires that all members of the public be allowed to attend each public proceeding. It is not permissible to restrict attendance at any public meeting even if a second meeting is held on the same matter.
 - 7. If at any time a meeting exceeds the above standards, the meeting needs to come to an immediate end.
- C. Town Office Conference Room: Open to meetings of no more than twelve (12) individuals; 6-foot distancing.
- D. Community Center:
 - 1. Public Meetings: 50 and under shall be allowed with 6th distancing, and other safety practices apply.
 - 2. Any equipment used will be cleaned after use.
 - 3. When applicable, individuals are requested to bring their equipment to use (basketballs, pickleball racquet, etc.)
 - 4. During open hours, exterior and interior doors will remain open to limit "touchpoints."

5. The Community Book Room will remain open when the building is open. Gloves will be available for those who wish to wear them while browsing and taking/ leaving books.
7. Hours will be limited to when programs are taking place.
8. Events, parties, programs, and meetings can be held in the facility with a total count of **50 people or less, including staff, in the building at any given time.**

E. Ballfield Use (Parsonage Road):

1. There is a required two (2) hour break between games.
2. No more than one individual at a time shall be allowed in the dugouts.
3. No games shall be held until on or after July 1, 2020.
4. No more than 50 individuals can be on at the location at one time.
5. The league, coaches, team members, and spectators shall be responsible for safe practices against COVID-19 while the field is in use.
6. Face coverings shall be used by all individuals whenever possible.
7. All frequently touched surface areas and all shared equipment shall be sanitized by the organization.
8. Signage should be placed on any portable toilets brought on to the location that they are only cleaned weekly by the service company. The Town will not be responsible for cleaning these facilities in between these periods.
9. Organization users shall submit to the Town Manager, EMA director (Fire Rescue Chief), and Community Center Director, an activity schedule, and a COVID-19 safety plan.

F. Sharps Field: TBD

G. Parks: Use will continue as an essential use with safe COVID-19 practices.

VIII. Effective Date(s):

- A. May 15, 2010 - Reinforces existing COVID-19 operating procedures and policies with expanded operating procedures.
- B. June 1, 2020 - Contains SOPs that become effective in compliance with Phase 2 of Maine's Economic Recovery Plan and the Town of North Yarmouth's Reopening Plan.

STATE OF MAINE
TOWN OF NORTH YARMOUTH OFFICIAL BALLOT
REFERENDUM ELECTION, JULY 14, 2020

Instruction to Voters: Fill in the oval next to your YES or NO choice like this: To have your vote count, do not erase or cross out your choice. If you make a mistake, ask for a new ballot. **BALLOT IS TWO-SIDED.**

Fiscal Year July 1, 2020 - June 30, 2021

The Select Board and Budget Committee recommend approval of Questions 1 through 12.

Question 1: Shall the Town raise and appropriate for the Fiscal Year July 1, 2020 - June 30, 2021 an amount of **\$3,007,128.00** for the following Departmental Expenditures?

Municipal Administration	\$ 472,725.00
Community Services	\$ 228,638.00
Community Center	\$ 60,561.00
Public Safety	\$ 448,539.00
Public Works	\$ 464,058.00
Buildings & Grounds	\$ 127,860.00
Solid Waste & Recycling	\$ 230,733.00
Fixed Expenses	<u>\$ 974,014.00</u>
TOTAL	<u>\$3,007,128.00</u>

YES NO

Question 2: Shall the Town raise and appropriate for the Fiscal Year July 1, 2020 - June 30, 2021, an amount of **\$380,000.00** for Capital Improvement Reserves?

YES NO

Question 3: Shall the Town accept and apply for the Fiscal Year July 1, 2020 - June 30, 2021, **\$1,654,534.00** of the following **non-property tax revenues** to reduce the total amount authorized to be raised by taxation.

State Municipal Revenue Sharing	\$ 271,799.00
Motor Vehicle Excise	\$ 828,750.00
Solid Waste & Recycling	\$ 148,000.00
Ambulance Service Fees	\$ 60,000.00
Local Road Assistance	\$ 27,400.00
All Other Anticipated Revenues	<u>\$ 318,585.00</u>
TOTAL	<u>\$1,654,534.00</u>

And authorize the Select Board and Treasurer to accept any additional revenues or funds that may be used to reduce the amount required to be raised by taxation.

YES NO

Question 4: Shall the Town authorize the Select Board to expend from the Village Center Tax Increment Financing (TIF) District an estimated total amount of **\$186,000**, dependent upon actual mil rate, as follows:

Estimated Revenue: \$224,395

Street-related Public Safety Measures (P3):	\$ 20,000.00
Professional Services - Consulting, Legal, Other (P11)	\$ 83,000.00
Administrative Costs (P12)	\$ 76,000.00
Economic Development Programs (P13)	<u>\$ 7,000.00</u>
TOTAL	<u>\$186,000.00</u>

YES NO

Question 5: Shall the Town authorize the Select Board to transfer from the Town's undesignated fund balance an amount not to exceed **\$300,000.00** for the purpose of reducing the total amount authorized to be raised by taxation.

YES NO

STATE OF MAINE
TOWN OF NORTH YARMOUTH OFFICIAL BALLOT
REFERENDUM ELECTION, JULY 14, 2020

Instruction to Voters: Fill in the oval next to your YES or NO choice like this: To have your vote count, do not erase or cross out your choice. If you make a mistake, ask for a new ballot. **BALLOT IS TWO-SIDED.**

Fiscal Year July 1, 2020 - June 30, 2021

The Select Board and Budget Committee recommend approval of Questions 1 through 12.

Question 6: Shall the Town authorize the Select Board to transfer **\$65,000** from the Town's undesignated fund balance to be set aside in a committed fund balance account to be expended for providing the property tax assistance, in accordance with the Town's Property Tax Assistance Ordinance.

YES NO

Question 7: Shall the Town authorize the Select Board to allocate funds received from the registration of snowmobiles to Town established snowmobile club(s) for the purpose of maintaining their snowmobile trails to be open to the use of the public at all times.

YES NO

Question 8: Shall the Town exceed the maximum property tax levy limit (LD1) established by State law in the event that the municipal budget approved results in a tax commitment in excess of the property tax levy otherwise allowable, such that the increased maximum property tax levy hereby established will equal the amount committed.

YES NO

Question 9: Shall the Town authorize the following:

- a) To make all taxes assessed for the Town's fiscal year, July 1, 2020 through June 30, 2021, due in four (4) installments, with the first quarter (1/4) of the total amount assessed due and payable on **September 15, 2020**, the second quarter (1/4) due **December 15, 2020**, the third quarter (1/4) due **March 15, 2021**, and the remaining quarter (1/4) due on **June 15, 2021**; and to charge interest at the rate of nine percent (**9.00%**) per year computed on a daily basis on any portion of the installment due that remains outstanding as of September 16, 2020, December 16, 2020, March 16, 2021, and June 16, 2021.
- b) To authorize the Tax Collector or her designee to waive unintentional tax interest payment shortages in an amount not to exceed \$5.00; and
- c) To authorize the Tax Collector to accept payment of real estate property taxes not yet due or assessed pursuant to M.R.S. Title 36, Section 506-A. The Town does not apply interest on such collections, and
- d) To authorize the Treasurer to release payment of tax abatements and applicable interest approved by the Town's assessor from the property tax overlay account.

YES NO

Question 10: Shall the Town authorize the Select Board and the Treasurer, on behalf of the Town and any of the Town's departments, to accept gifts, real estate, donations and other funds, including trust funds that may be given or left to the Town and to grant the Select Board the further authority to expend up to **\$25,000** from undesignated funds, if necessary, to match the grant, funding such sums of money as they deem necessary from these funds for their designated purposes. These expenditures may be reflected outside of the Town's approved budget.

YES NO

Question 11: Shall the Town authorize the Town Manager acting in concurrence with the Select Board to accept and expend, on behalf of the Town, any Federal or State funds received in the form of grants during the period July 1, 2020, until June 30, 2021. These expenditures may be reflected outside of the Town's approved budget.

YES NO

Question 12: Shall the Town authorize the transfer of all unexpended balances to the Undesignated Fund Balance and authorize any overdrafts that may occur in Town operations during the fiscal year ending June 30, 2021, to be taken from Undesignated Fund Balance.

YES NO

May 19, 2020

Section VI. New Business

None.

May 19, 2020

Agenda - Section VII. Accounts Payable

Item(s):

- *Move to approve accounts payable warrants 48 and 49 in the amount of \$ 735,601.89, 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.