

**Town of North Yarmouth
Select Board Meeting Agenda
Tuesday, March 3, 2020 - 7:00 PM
Town Office Conference Room**

I. Call to Order

- Pledge of Allegiance

II. Minutes of Previous Meeting(s)

- February 18, 2020

III. Public Comment - Non-Agenda Items

Comments regarding issues, concerns, commendations, or matters of general public information are welcome. Individuals shall have three (3) minutes to speak and be asked to state their name & legal residence. 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 or personnel matters cannot be acknowledged.

IV. Management Reports & Communications

- Select Board Communications
 - School Building Update - Selectman Morrison
- Town Manager's Report

V. Old Business

- North Yarmouth Historical Society - Lease of Town Property
- Regulations for the Use of Parks and Recreation Areas Ordinance Proposed Amendments
- Property Foreclosure - Lufkin Road

VI. New Business

- Committee Appointments
- Eleanor Hayes Town Forest

VII. Accounts Payable

- Review & Approval

VIII. Any Other Business

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.

March 2, 2020

Agenda - Section II. Meeting Minutes

- *Move to approve the minutes for February 18, 2020, as presented. Second, discussion and vote follow.*

**Town of North Yarmouth
Select Board
Meeting Minutes of Tuesday, February 18, 2020**

Call to Order – William Whitten, Steve Morrison, James Moulton, and Jennifer Speirs. Town Manager Rosemary Roy was also present. Chairperson Whitten called the meeting to order.

Public Hearing – Chairperson Whitten moved to open the Public Hearing on the proposed Animal Control Ordinance. Selectperson Speirs seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.** The Town Manager presented the proposed ordinance to the Board and the public. Discussion: Chairperson Whitten made a comment about the proposed ordinance. Chairperson Whitten moved to close the Public Hearing on the proposed Animal Control Ordinance. Selectperson Speirs seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.** Selectperson Speirs moved place on the Annual Town Meeting warrant for April 11, 2020, an article to enact the Animal Control Ordinance, as presented. Furthermore, Selectperson Speirs moved to place on the Annual Town Meeting warrant for April 11, 2020, and article to repeal the Town ordinance entitled Barking Dog Ordinance. Selectperson Morrison seconded the motion. Discussion on both motions: none. Note: a single vote was made on both motions. **Vote: 4 Yes – 0 No.**

Public Hearing – Chairperson Whitten moved to open the Public Hearing on the proposed amendments to the Regulations for the Use of Parks and Recreation. Selectperson Morrison seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.** The Town Manager presented the proposed changes to the ordinance to the Board and the public. Linc Merrill, 1572 North Road, asked a question related to the times the parks are in operation. The Board and the Town Manager answered Mr. Merrill's question. Selectperson Speirs asked the Town Manager about the changes proposed in the Regulations for the Use of Parks and Recreation ordinance relating to Sharps Field and the Village Green – the proposed amendments to the ordinance removed Sharps Field and the Village Green. The Town Manager responded that an internal policy could later be created to cover the Selectperson's concerns. Selectperson Morrison asked if the Town Manager could review previous records on Chandler Brook pertaining to hunting rights. Chairperson Whitten moved to close the Public Hearing on the proposed amendments to the Regulations for the Use of Parks and Recreation. Selectperson Morrison seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.** Chairperson Whitten moved to table placing an article of the proposed amendments to the Regulations for the Use of Parks and Recreation Areas ordinance on the Annual Town Meeting warrant scheduled for April 11, 2020. Selectperson Morrison seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Minutes of Previous Meeting(s) – Selectperson Speirs moved to approve the minutes for January 21, 2020, as presented. Selectperson Moulton seconded the motion. Discussion: Selectperson Speirs clarified that the minutes were reflective of her previous request for changes. **Vote: 4 Yes – 0 No.** Selectperson Speirs moved to approve the minutes for February 4, 2020, as presented. Chairperson Whitten seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Public Comment - Non-Agenda Items – None.

Management Reports & Communications:

Select Board Communications

- Selectperson Morrison – School Committee Meeting on February 27, 2020 at 5 PM. Agenda's and more information can be found on MSAD 51's website.
- Selectperson Speirs – GPCOG Executive Committee Meeting
- Selectperson Morrison – Cumberland Land Trust Meeting
- Chairperson Whitten – Budget Committee

Town Manager's Report

- Elections: positions open – Two (2) Select Board members, Three (3) Budget Committee members, One (1) MSAD 51 Director, and One (1) Cemetery Commission member.
- Candidates Night – February 26, 2020
- Clean Up Day – May 30, 2020
- Age Friendly Committee

- Financial Report

Old Business:

By Your Side Program – Chairperson Whitten moved to approve that North Yarmouth shall be the lead community sponsor of the project of the three participating towns, to authorize Volunteers of America Northern New England (VOANNE), and the Town Manager to be the administrators of the program, and it is understood that VOANNE shall not receive any direct monetary compensation for their services. Selectperson Morrison seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Charitable Fundraising Policy – Report – Selectperson Moulton moved to place on the Annual Town Meeting on April 11, 2020 a warrant to accept three individual donations of \$5,000.00 provided by the Grover family, Merrill family, and Anderson family. Selectperson Speirs seconded the motion. Discussion: none. **Vote: 3 Yes – 1 No (Selectperson Morrison)**

Property Foreclosure – Update – The Town Manager provided the Board with two (2) market analysis's that were asked to be provided by the Board at their January 21, 2020 business meeting. Selectperson Moulton inquired on the materials provided to the Board. The Town Manager answered the Selectperson's questions. By consensus, the board tabled the item until their March 3, 2020 business meeting.

New Business:

Committee Appointments – Flag Committee

Selectperson Speirs moved to appoint Holly Day and Paul Hodgetts to the Flag Committee with a term to expire June 30, 2020. Chairperson Whitten seconded the motion. Discussion: Selectperson Morrison asked the Town Manager why the end date of the term limit was June 30, 2020. The Town Manager responded that committee terms need to be consistent with when the terms originally were supposed to start – the flag committee has had Four (4) vacancies. **Vote: 4 Yes – 0 No.**

Accounts Payable – Selectperson Morrison moved to approve accounts payable warrants 34 and 35 in the amount of \$712,841.59, as presented. Chairperson Whitten seconded the motion. Discussion: none. **Vote: 4 Yes – 0 No.**

Any Other Business – Selectperson Morrison asked the Town Manager about the custodial position advertised until February 28, 2020

Adjournment - Chairperson Speirs moved to adjourn.

Prepared By: Draven Walker
Administrative Assistant/Recording Secretary

Select Board

William Whitten, Chair

Stephen Morrison, Vice Chair

James Moulton

Jennifer Speirs

March 3, 2020

Agenda - Section IV. Management Reports & Communications

- Select Board Communications
 - School Building Update – Selectman Morrison (no meeting held)
 - Other
- 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.

Committee Communications Workshop - In keeping with the Board's communication plan with other Town boards and committees I have scheduled (unless the Board objects) a communication workshop for March 17th at 5:30 pm. Part of this workshop will cover the Town's Committee Policy and further improving communications of agendas, minutes, and events. We will also discuss the findings from the November Summit, with an update on the action currently taking place with the website, then closing with updates from committees who have items to share.

Public Works Equipment Update - The department's grader purchased in the 1970s, after an in-depth look requires a new transmission. The Road Commissioner was able to locate a transmission (out of state) for the price of \$3,000, which includes delivery. Staff will install the new part, and this will come out of the regular maintenance expenditure line for this department. It is a good example of being financially prepared for the unforeseen.

Public Works Waste Oil Removal - The good residents of North Yarmouth often drop off waste oil for the department to use as heating oil instead of the need to purchase. Unfortunately, with this comes a certain amount of unusable waste that is kept in barrels on the facilities site. The barrels do not fill quickly, but we have now reached capacity. We have hired a company to remove the waste and the barrels, which are now failing compliance, and they will provide us with new barrels. The cost will be approximately \$1,000 and covered under departmental expenses.

Audit FY19 Update - The audit is complete, and I am pleased to announce that there were no issues or concerns. The undesignated fund balance, even with designated uses and some departmental overages, increased by \$174,857, which increased the General Fund's expenditures coverage from 12.6% in FY18 to 13.9%. Copies of the audit will be distributed sometime within the next two weeks.

Census Bureau Meeting - The census bureau representatives are meeting with all Town Managers to provide us with the information needed as the data is collected over the next two months for the 2020 census. I have included herein a copy of the schedule should townspeople reach out to you for information.

Yarmouth Water District Meeting - Last week, representatives from the Yarmouth Water District, North Yarmouth's YWD representative Andy Walsh, Vanessa Farr the town's development consultant, Selectman Moulton (Selectman Whitten could not attend) and myself met to discuss the critical need to increase water capacity in North Yarmouth. It is primarily due to the impact of development in the Village Center and the possibility of a new school. The YWD has already begun to develop engineering plans to request proposals for the project. The goal is to begin construction in 2021. We all agreed that both entities must communicate regularly on the status and progress.

Proposed Amendments to the Land Use Ordinance Public Hearing - The hearing is scheduled for this Thursday, March 5th, at 7 pm in the conference room. The Planning Board will conduct the hearing. A hard copy will be included separately with your meeting packets and will also be provided electronically. The Planning Board will submit these proposed amendments to the Select Board to be added to the Annual Town Meeting warrant on March 17th. I encourage Select Board members to attend.

Greater Portland Council of Governments (GPCOG) - As an informational piece, I have included herein information submitted to me on the services provided by GPCOG.

Charter Amendments - There are two committees listed in the Charter that would like to amend their membership numbers. It is a very simple change; however, it still requires a public hearing. If the Board agrees, I would ask for a public hearing on March 17th to address the matter. I have included herein the proposed amendments.

Respectfully submitted,

Rosemary

Rosemary E. Roy, Town Manager



How the 2020 Census will invite everyone to respond



WHAT WE WILL SEND IN THE MAIL

On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
If you haven't responded yet:	
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

Every household will have the option of responding online, by phone, or by mail.

Every household that hasn't already responded will receive reminders and a paper questionnaire.



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Census
2020

Key Milestones for the 2020 Census

- August 2019 – New Statistics in Schools classroom activities available online www.census.gov/schools
- January 2020 – Advertising campaign begins
- March 2020 – Group Quarters (GQ) Enumeration begins
 - Includes college dormitories, prisons, nursing homes, service-based locations (homeless shelters, soup kitchens, mobile food vans) and homeless count
- **Mid-March 2020** – Public can begin responding online at www.2020census.gov
 - Replying by mail or phone will also be an option
- April 1, 2020 – Census Day
- Mid-May 2020 – July 2020 – Census takers go door to door
- December 31, 2020 – Tabulate Data and Release Census Results

February 14, 2020

Dear Selectboard Members:

Each new year brings another chance to take stock of the past year, see what we've accomplished, and look forward to the opportunities and challenges that lie ahead. I am writing to share with you some of the many ways the Greater Portland Council of Governments has benefited the region as a whole and North Yarmouth in particular, and the value we will continue to bring to all our members in 2020. Before going any further, though, I want to thank you for your community's continuing engagement with GPCOG and your contributions to making our region a better place.

Membership in GPCOG comes with many benefits, one of which is our cooperative purchasing program. In 2019-2020, the program saved communities over \$468,000 on their purchases of materials, services, and bidding costs. North Yarmouth, for example, saved \$4,822 (more than \$4, or 7% per ton, plus bidding costs) on road salt alone by taking part in our program. We're always looking for ways to strengthen and extend cooperative purchasing. We've already made some improvements and expect to make more in 2020, so the more your community participates, the more it saves.

The benefits and value of GPCOG membership extend beyond cooperative purchasing. GPCOG dues also leverage other funds such as EPA Brownfields funds for grants and low-cost loans to clean up former industrial property, small business loans, as well as private funders to address issues in our region such as mobility for disadvantaged and underserved members of our communities.

GPCOG staff's expertise in land use, transportation, and energy are hard at work in every member community. We've done mapping and planning work in Durham, Gorham, Gray, New Gloucester, and Scarborough, regional transit planning alternative fuels and electric vehicle use. Staff have supported communities, in converting to energy-efficient LED streetlights, renewing cable TV franchise agreements, and brought together elected, appointed, and other community leaders together around other important issues to develop options for responsive, effective policies. GPCOG is also a resource to both elected officials and staff on a variety of technical issues facing our communities, ranging from the risks of opiate use disorder and new challenges with methamphetamine use, to the regional housing market, to new solar development laws and how to put them to work for your town, to name some recent examples.

GPCOG's online community profiles (<https://dashboards.mysidewalk.com/gpcog/North Yarmouth>) give you and others access to data, updated in real time, to help inform and support your decision making. These profiles will continue to be expanded and enriched using a growing library of data sets.

The Regional Voice Committee makes sure your community – and our region – are heard when state and federal policies and decisions are being made. After being formed in 2018, this diverse group guides

our efforts to focus the region's voice on the things that matter most, and where we can have the most impact. Over the last year the committee held quarterly working meetings resulting in:

- Publishing the "Roadmap to Prosperity" with 2019-2020 legislative priorities
 - Testimony on eight bills (to date) in the 129th Legislature
 - Direct engagement on the new state economic development plan
 - Participation on the Governor's Climate Change Council, chairing the Transportation Working Group
 - Engagement with the Blue Ribbon Commission on Transportation Funding Alternatives
- Adoption of 2020 legislative priorities
 - Greater funding for regional transportation priorities, especially considering the region's identified investment needs in roads, bridges, multi-modal and public transportation
 - More focused economic development efforts for parts of our region that need investment and jobs the most, especially considering the bond proposals that were not sent out to the voters by legislators last month.
 - More state support for expanded housing choices, especially for low- and middle-income households. Our region's current and future economy needs more workforce housing, and many people in our region need expanded housing choices in order to preserve and sustain our communities.

It would take too long to list all the different ways GPCOG supports and delivers value to its members, so I've attached a matrix that provides just a quick look at the areas where our work has impacted our communities over the last year.

2020 is a new year with new challenges and possibilities, and an opportunity to continue working on the issues already before us. We are more excited than ever about our ability to serve North Yarmouth and all our member communities. We are strongest as a region, and as an organization, when we engage with each other, listen to each other, and act together.

Thank you again for the opportunity to serve North Yarmouth as a member of GPCOG. With your continuing support we will deliver even greater value to you in 2020 and beyond,

All best,



Kristina Egan
Executive Director

Enclosure: Member Value Grid

cc: Rosemary Roy, Town Manager

[Proposed Amendments](#)

Charter of the Town of North Yarmouth

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

2. **Appointed Boards, Commissions, Committees and Officials.** The following boards, commissions, committees and officials shall be appointed by the Select Board.
 - d. **Parks & Recreation Committee.** There shall be a Parks & Recreation Committee consisting of seven (7)~~five (5)~~ members appointed by the Select Board to staggered three (3) year terms.
 - g. **North Yarmouth School Fund.** There shall be a North Yarmouth School Fund consisting of seven (7)~~nine (9)~~ trustees appointed by the Select Board to staggered five (5) year terms.

March 3, 2020

Agenda - Section V. Old Business

- **North Yarmouth Historical Society (NYHS) - Lease of Town Property** - Included herein is a second draft of the proposed property lease with the North Yarmouth Historical Society. The NYSH is currently reviewing the lease with their legal advisor. Exhibit A, which will define the actual location and proportional use of the property to be covered in the lease, is being processed. NYHS provided the Planning Board with a preliminary review of the project on February 11, 2020. No formal approval was made. And there has been no statement made as to any issues or concerns with the project. The quitclaim deed on the Old Town House property is not expected to be executed until such time that the lease is complete.

At this time, amendments may be addressed and or a consensus of agreement on the lease language.

-
- **Proposed Amendments Use of Parks and Recreation Areas Ordinance** - Included herein is a revised draft of this ordinance that addresses the matter of hunting in parks and park times. Areas revised are highlighted. While researching this matter, it is clear that the Town needs to expand this ordinance to include existing policies and documentation regarding hunting in town parks. Having this delineated in one document will provide for better management.

The Village Green and Sharp's field area may be affected by these regulations and not covered elsewhere; however, due to the commonplace use and location from that of other recreational areas, oversight is recommended to be directly under the Town Manager. Because these are significant changes, another public hearing is needed.

Move to call for a public hearing on the proposed amendments to the Regulations for Use of Parks and Recreation Areas Ordinance for Tuesday, March 17, 2020, at 7 pm. Second, discussion and vote follow.

-
- **Property Foreclosure - Lufkin Road** - Included herein is a summary of a proposed payment agreement discussed and agreed to by the former owner's attorney pending the Select Board's acceptance and approval. This action would comply with the Town's ordinance.
 - *Move to accept the payment arrangement for tax acquired property account #759 for \$ 26,793.52 and to include the payment of delinquent taxes for accounts #429, 759, and 1194 equaling \$ 2,896.81 and authorize the Tax Collector/Treasurer to proceed with the collection, as presented. Second, discussion and vote follow.*

Note: This arrangement is based upon a purchase and sale agreement the former owners have pending. It is scheduled to close between mid-March and the end of March.

LEASE AGREEMENT

WHEREAS, the North Yarmouth Historical Society, a non-profit corporation organized and existing under the laws of the State of Maine (“NYHS”), owns the 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 of North Yarmouth, a body corporate and politic and Maine municipal corporation (“Town”), owns the 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 (the “Premises” or the “Village Green”);

WHEREAS, 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;

WHEREAS, NYHS desires to relocate the Old Town House 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 on the terms and conditions herein and in exchange for NYHS’s conveying the NYHS Property to the Town; [further referred to as “the premises.”](#)

WHEREAS, by deed of near or even date herewith, 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 receipt and sufficiency of which is hereby acknowledged, this Lease Agreement (“Lease”) is made this ___ day of _____, 2020, by and between the Town and NYHS, and the parties agree to the following terms and conditions:

1. **PREMISES LEASED.** Town does hereby lease to NYHS, and NYHS does hereby lease from Town, upon the terms and conditions herein, the Premises. All references to the Premises hereinafter shall include the Old Town House.

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 in accordance with the terms hereof.

3. **RENT.** There shall be no monetary rent due under this Lease, the consideration being NYHS’s discharge of its performance and/or payment obligations hereunder.

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. [NYHS shall be exempt from real estate property taxes. The Town will provide snow removal and lawn care of the premises.](#)

5. USE OF PREMISES; ASSIGNMENT/SUBLETTING. The Premises shall be used only in a manner consistent with the traditional historical uses of the Old Town House for NYHS's operations, for the storage and exhibition of NYHS materials, and as a community space for meetings, social events, or educational programming. NYHS shall not by operation of law or otherwise, assign, mortgage, or encumber this Lease or sublet or permit the Premises or any part thereof to be used by others, except to another profit or non-profit organization(s) with the same purpose and mission as that of NYHS, and, in any event, ~~only upon the prior express~~ written notification to consent of the Town of regular calendar and special events is required, which the Town may withhold in its sole and absolute discretion. NYHS ~~shall~~ may not perform any act or carry on any practice which may damage the Premises or constitute a nuisance.

6. MAINTENANCE AND REPAIR. NYHS acknowledges that the relocation of the Old Town House onto the Village Green is intended to be an aesthetic and economic enhancement to the Town of North Yarmouth's village center, and hereby agrees to restore and maintain the Old Town House in a high quality manner consistent with the existing aesthetic nature of the Premises ~~Village Green~~ and also consistent with the traditional historical nature of the Old Town House. NYHS shall, solely at its own cost, commence and complete restoration of the Old Town House promptly following its relocation onto the Premises, including but not limited to the 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 ~~chimney and~~ roof, all in accordance with plans to be approved by the Town. 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. NYHS shall thereafter, at all times during the term of this lease including any renewal(s), solely at its own cost, maintain the Old Town House (including without limitation the exterior walls, the structure and the roof) and the Premises in good order and repair and in a manner generally consistent with the high quality maintenance and ~~upkeep of the Village Green, band stand, and Memorial Garden located on or near the~~ Premises, reasonable use and wear and damage by fire or other casualty only excepted; shall keep all fixtures and equipment in the Old Town House, including without limitation all heating, air conditioning, plumbing, electrical and mechanical fixtures and equipment in good operating condition, reasonable wear and damage by fire or casualty only excepted; and NYHS agrees to make all repairs and do all other work necessary for the foregoing purposes. Notwithstanding the foregoing, NYHS shall not make any structural or non-structural improvement, addition or alteration without the prior consent of the Town, and any such improvements, additions, or alterations shall be 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 The Town~~ 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. Town shall have reasonable access at all times with a forty-eight (48) hour notification to NYHS, to the Premises and the Old Town House for the purpose of examining the same and determining compliance with the terms of this Lease or to make any repairs or perform any reconstruction deemed necessary by the Town.

At the expiration of the term or earlier termination of this Lease, NYHS shall surrender the Premises to the Town in the same condition as they were in at the commencement of the term, reasonable use and wear and damage by fire or other casualty only excepted. All fixtures, alterations or improvements to the Premises or the Old Town House shall become part of the Premises and shall be surrendered to the Town upon the expiration or termination of this Lease.

7. INSURANCE. NYHS shall maintain a policy of fire and extended coverage insurance on the Premises, in such amounts satisfactory to the Town, which policy shall name the Town as an additional insured. NYHS shall additionally maintain a policy of public liability insurance insuring the Town and NYHS, said policy to be in such amounts and with such companies as shall from time to time be satisfactory to the Town and NYHS and shall otherwise maintain insurance against such other hazards as the Town may from time to time reasonably require.

8. INDEMNIFICATION. 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 leased 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 and/or the Town’s enforcement hereof. Nothing herein shall waive or modify the defenses, immunities, or protections of the Maine Tort Claims Act, to the extent they may apply.

9. DEFAULT. If i) NYHS shall default in the performance of any of its covenants, agreements or obligations hereunder; ii) this Lease is assigned to any individual or entity other than NYHS without prior written approval from the Town; iii) NYHS shall cease to exist as a validly existing non-profit entity; iv) an assignment shall be made by NYHS for the benefit of creditors; or v) NYHS’s leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord 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. In case of such termination, NYHS shall pay to the Town all damages for breach as are available and permitted under Maine law.

10. QUIET ENJOYMENT. The Town expressly disclaims any covenant of quiet enjoyment with respect to this Lease.

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

WITNESSETH:

TOWN OF NORTH YARMOUTH

Name:

By: _____
Its:

NORTH YARMOUTH HISTORICAL SOCIETY

Name:

By: _____
Its:

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

SECTION 1: TITLE

1.1 This ordinance shall be known and be cited as the “Regulations for the Use of Parks and Recreation Areas within the Town of North Yarmouth (Town).

SECTION 2: AUTHORITY

2.1 This ordinance is adopted pursuant to and consistent with Title 30-A M.R.S.A. ~~§Section~~ 3001: Ordinance Power.

2.2 Town Charter Article IV § 2d, reads:-

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

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

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

SECTION 3: PURPOSE

3.1 The purpose of this ordinance is to regulate the use of the public parks and recreation areas of the Town so as to preserve these areas for the use of members of the public and to protect these areas from misuse, damage, or destruction.

SECTION 4: DEFINITIONS

4.1 Recreation Area: All lands owned by the Town of North Yarmouth which allow public access by deed, ~~conservation~~ easement, other rights, Town Meeting vote, action of the Select Board or common practice.

4.2 Park: A subset of recreation areas; Those recreation areas with Town built infrastructure, outbuildings, etc. and/or established parking lots, existing upon them or associated with them at the time this ordinance is adopted and designated as parks by this ordinance, and those recreation areas subsequently designated as parks by action of the Select Board under Section 11.1.

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

~~4.3 Domestic Animal: A domestic animal means any of various non-venomous animals domesticated so as to live and breed in a tame condition. Specific but not limited to dogs, horses, cows, and goats.~~ Contained in proposed Animal Control Ordinance.

~~4.4-3~~ User: A User is defined as a resident of North Yarmouth, Business, Organization or Visitor.

4.4 Smoking: Smoking shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or other tobacco product, marijuana, electronic nicotine delivery system, vaporizer, or any illegal substance.

SECTION 5: DESIGNATED AREAS

5.1 Parks - For purposes of establishing rules and regulations, the following areas are designated as parks within the Town of North Yarmouth.

- A. Wescustogo Park - All Town owned acreage where New Gloucester Road intersects with the Royal River;
- B. Old Town House Park - All Town owned acreage behind the Old Town House on located on Memorial Highway including the boat launch;
- C. Baston Park;
- D. Sharp's Field - Shall be under the immediate direction of the Town Manager;
- E. The Village Green - Shall be under the immediate direction of the Town Manager;
- F. Chandler Brook Preserve;
- G. Sam Ristich Trail - Those portions of the Sam Ristich Trail that intermix with the properties know as the Public Works Department and Wescustogo Hall & North Yarmouth Community Center; ~~Portion of Public Work's property bordered by Parsonage Road;~~
- ~~H. Former North Yarmouth Memorial School - Those portions of the Sam Ristich Trail that intermix with the property;~~
- G. H. Knight's Pond Preserve - Specifically the North Yarmouth portion in cooperation with the Joint Standing Committee and the Town of Cumberland. The Royal River Conservation Trust (RRCT) was granted an easement across the parcel owned by the Town and is an integral part of the trail management.

5.2 Recreation Areas - For purposes of establishing rules and regulations, the following areas are designated as recreation areas within the Town of North Yarmouth at the time of adoption of this ordinance:

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

- A. Eleanor Hayes Town Forest: East and West side of Memorial Highway;
- B. Deer Brook Forest: All ~~Town~~-Town-owned land adjacent to Wild Turkey Lane.

SECTION 6: HOURS OF OPERATION

- 6.1 All Town Parks shall be open to the public only between ~~the hours of 5:00 A.M. dawn~~ and ~~9:00 P.M. dusk~~ unless otherwise stated in this ordinance. No person shall be present in the parks outside of these hours without the permission of the Public Works Director or Town Manager.
- 6.2 Closures: Any park or section of any park may be declared closed to the public by the Public Works Director, the Town Manager or the Select Board for any interval of time, and notice of such will be posted at the entrance of the park.

SECTION 7: TOWN DEPARTMENT OR TOWN CONTRACTED WORK

- 7.1 All Town departments or Town contracted work projects that occur in the park and recreation areas are exempt from Sections 6 and 11 of this Ordinance.

SECTION 8: DOMESTIC ANIMALS IN PARKS

- 8.1 North Yarmouth Parks are for the enjoyment of North Yarmouth citizens and their guests. It is the goal of NY that citizens can bring domestic animals to our parks for their owners' enjoyment and the animal. Priority shall always be given to citizens, wildlife, and the parks themselves. The rules and regulations of town parks and animal control are outlined in the North Yarmouth Animal Control Ordinance. Citizens ~~should be able~~ are encouraged to address issues between themselves using the rules, but may ~~refer disputes~~ report complaints to the Animal Control Officer or Town Manager.

~~8.2 Commercial businesses, groups, or organized groups (profit or non-profit) must obtain permission from Town Manager for use. Fee shall apply. Contained in proposed Animal Control Ordinance.~~

~~8.3 All domestic animals must be under the control of owners, leash, harness or immediate voice recall. Contained in proposed Animal Control Ordinance.~~

~~8.4 Any user must leash and or harness their domestic animal if requested to do so by another user. Contained in proposed Animal Control Ordinance.~~

~~8.5 All users shall clean up after their domestic animal. Contained in proposed Animal Control Ordinance.~~

~~8.6 Domestic animals shall not harass wildlife, the user shall leash and or harness their animal if this occurs. Contained in proposed Animal Control Ordinance.-~~

~~8.7 Damage to Parks by domestic animals shall be repaired by user or charged to user by Town.~~

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

[Contained in proposed Animal Control Ordinance.](#)

~~8.8 Domestic animals that pose risk to citizens, other domestic animals, wildlife, or the park infrastructure can and will be barred from NY parks at the Town Manager's discretion. Progressive restrictions may not be warranted.~~ [Contained in proposed Animal Control Ordinance.](#)

~~8.9 Grazing of animals is not allowed unless permission is granted by the Town Manager in conjunction with a weed control program or other conservation effort.~~ [Contained in proposed Animal Control Ordinance.](#)

~~8.10 Organized town events take precedence over domestic animal use, specifically off-leash or harness use.~~ [Contained in proposed Animal Control Ordinance.](#)

~~8.11 Where allowed, hunting will not be curtailed in favor of domestic animal use. State law shall apply to users deliberately impeding a legal hunt.~~ [SEE SECTION 10.3 of this ordinance.](#)

~~8.12 These rule apply to all users. Citizens and guests of NY may be subject to being barred from the use of NY parks. Citizens may appeal restrictions to the Select Board, through the Town Manager.~~ [Contained in proposed Animal Control Ordinance.](#)

9. PROHIBITED USES

9.1 Littering: No person shall deposit any waste material in a park or recreation area, except in the receptacles so provided. Where receptacles are not provided, all such waste shall be carried away from the park or recreation area by the person or persons generating the waste.

9.2 Camping Prohibited: No person or groups of persons shall use any park or recreation area in the Town of North Yarmouth for the purpose of overnight camping or either as a temporary or permanent abode of habitation [without the written approval of the Town Manager](#).

~~Exception: After review by the Town Manager and with the written permission of the Town's Code Enforcement Officer, non-profit groups are allowed to use a park or recreation area for overnight camping for a period of time not to exceed five (5) days only if the chosen camping area will not be located in a Resource Protection or Shoreland Zoning District.~~

9.3 Alcoholic Beverages: No person shall consume or possess alcoholic beverages in a park or recreation area.

9.4 Fires: No person shall build a fire in a park or recreation area, except as authorized by the Fire Rescue Chief and Town Manager as part of a special event.

9.5 On-site Sales: No person may offer for sale any food or merchandise within any park property without permission from the Town Manager.

9.6 Discharge of Firearms: The discharge of [any](#) firearms for target practice on any park or recreation area is prohibited.

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

9.7 Smoking: For the good health, quality of life and promotion of healthy activities for residents and visitors of North Yarmouth, as well as the protection of safe recreational areas and the enjoyment of outdoor scenery, no person shall smoke or use any tobacco or marijuana product, including but not limited to cigarettes, cigars, electronic nicotine delivery systems and chewing tobacco, on, in, or within twenty-five (25) feet of town-owned parks and recreational properties.

All tobacco products and electronic nicotine delivery systems listed in this article are prohibited on, in, or within twenty-five (25) feet of town-owned parks and recreational properties 24 hours a day, 365 days per year. Disposal of such tobacco litter is also prohibited.

A notice of prohibition of smoking and vaping shall be clearly posted in key areas in every location where smoking and vaping is prohibited by this article.

SECTION 10: HUNTING & TRAPPING

10.1 At the time of the ordinance adoption, there are existing designations of park and recreation areas that allow or disallow hunting and trapping by deed easement and/or restrictions. These designations will supersede language in this ordinance and are as follows:

- A. Chandler Brook Preserve - Per the Chandler Brook Conservation Easement dated August 10, 2004 hunting is permitted. Maine State Hunting Laws apply.
- B. Town Forest - Maine State Hunting Laws apply.
- C. Old Town House Park - Limited to the months of November and May

1. Hunting in Old Town House Park shall be by **Permission Only**.

2. Any person may seek and receive permission to hunt in Old Town House Park by registration and application through the North Yarmouth Town Office. The Town Office authorized personnel shall issue to each applicant a **Hunter Permission Card** to evidence that permission has been granted by the Town of North Yarmouth for the season indicated on the card. Hunters must register each year separately for each fall and/or spring season. Hunting in Old Town House Park shall follow State dates for hunting deer and turkey only. The Permission Form is not transferable to any other person or party and must be carried on the person to whom it was issued. Every person, including children, hunting or in a hunting party must be separately registered.

3. Issuance of the Permission Form shall be subject to the following terms and agreements:

- a) The applicant/hunter shall complete and sign a **Hunter Permission Form** to evidence that he/she has read the terms and conditions of permission and agrees to abide thereby.
- b) The applicant shall possess a valid State of Maine hunting license and agrees to abide by all applicable hunting laws and regulations and applicable local ordinances and park rules.
- c) The applicant shall limit hunting and discharge of firearms to shotgun use and bow hunting only. Stands and hunting cameras are not authorized.
- d) Old Town House Hunting Times are all one 1/2 hour before Sunrise until Noon.

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

e) The applicant shall carry the issued **Hunter Permission Card** on his/her person at all times while hunting at Old Town House Park and shall present the card upon request to any state or local game or law enforcement party or any agent of the Town of North Yarmouth.

f) The hunter agrees to report to the North Yarmouth Town Office by the earliest practical means any observations of illegal hunting, vandalism, unsafe or unsanitary conditions or activities, or any conditions or activities that damage or threaten the environment.

10.2 Should any park, or recreation area have no such designation as referenced in Section 8.1, then the Select Board, following Section 12.1, shall establish for each park and recreation area a hunting and or trapping designation as defined in Section 12.

10.3 Where allowed, hunting will not be curtailed in favor of domestic animal use. State law shall apply to users deliberately impeding a legal hunt.

SECTION 11: VEHICLE OPERATION

11.1 State Law Applies – All provisions of state law relating to the operation of motor vehicles shall apply within Town parks.

11.2 Use Areas – No person shall operate any vehicle in a park on any areas except a public way, park road, parking area, and any other areas specifically designated by the Town.

11.3 Night Parking Prohibited – A person shall not leave a vehicle, construction equipment or construction materials standing or parked at night in a park after closing hours, without written permission from the Town Manager. Any vehicle found in a park after closing hours will be removed and stored at the expense of the owner.

11.4 Restricted Vehicles – ~~All~~ All-terrain vehicles (ATVs) and motorized dirt bikes are not allowed in any of the park areas.

SECTION 12: SELECT BOARD PROVISIONS

12.1 The Select Board upon 1) receiving written recommendations from the Parks & Recreation Committee; 2) posting required notice; 3) completing a public hearing; shall have the authority:

- A. To designate “parks” and “recreation areas” as the property is acquired or located within the boundaries of the Town.
- B. To modify rules and regulations referenced in Section 6, Section 9, and Section 11.4
- C. To establish for each park and recreation area not previously designated by Section 9.1 a hunting and or trapping designation.
- D. To establish procedures for the use and regulation of all park and recreation areas at least once annually.

**TOWN OF NORTH YARMOUTH
REGULATIONS FOR THE USE OF PARKS AND RECREATION AREAS ORDINANCE**

12.2 When establishing or modifying rules, regulations, designations or procedures, the Select Board shall attempt to accomplish the following purposes:

- A. To assure safe and healthful conditions on all park and recreation areas;
- B. To promote peaceful and considerate public use and enjoyment of the parks and recreation areas;
- C. To minimize any nuisance, disturbance, interference, or safety concerns on adjoining or nearby lands;
- D. To protect or enhance the scenic, recreational and environmental value of the property and to prevent erosion, unreasonable disturbance of natural habitat and wildlife, and to prevent pollution;
- E. To allocate the limited use of time and space fairly and equitably among various persons or groups seeking the use of the parks and recreation areas;
- F. To provide for efficient care and maintenance of all park and recreation areas.

SECTION 13: DEFINED GATHERINGS OR ACTIVITIES

13.1 Town Parks shall be available to the public for purposes of defined gatherings or recreational activities for specific date(s). Such requests will require approved permissions from town officials and the Town Manager. Town officials shall mean the Parks & Recreation Committee and the Select Board. Examples of these types of events would be weddings, family reunions, and organized recreation competitions. A fee for these events will apply. Town committee events are exempt from these fees.

SECTION ~~13~~14: PENALTY

~~13~~14.1 Any person or persons found in violation of any provision of this ordinance shall be punished by restitution and/or a fine~~penalized punished by a fine per for of not more than One Hundred dollars (\$100) per offense to be recovered on complaint for the use of the Town each offense to be recovered on the complaint for the use of by the Town. The Town shall seek restitution from any person or persons responsible for damage to Town property in addition to said fine. of not more than One Hundred dollars (\$100) per offense to be recovered on complaint for the use of the Town.~~

ADOPTED: June 18, 2011

AMENDED: April 8, 2017

AMENDED: TBD

Tax Collection Report as of 03/31/2020

Tax Acquired Property RE Account 759 Detail

Name: MCGUFFEY, SUZANNE G. - HEIRS OF

Land: 118,000

Location: 207 LUFKIN RD

Building: 313,600

Acreage: 9.44 **Map/Lot: 015-005**

Exempt 0

Book Page: B25998P30

Total: 431,600

Year/Rec #	Per Diem	Principal	Interest	Costs	Total
2020-1 R	2020-1 1.3266	7,173.19	141.93	0.00	7,315.12
2019-1 L	2019-1 1.5769	7,194.77	719.08	64.40	7,978.25
2018-1 L	2018-1 1.2509	6,522.64	1,025.75	67.63	7,616.02
2017-1 L	2017-1 0.6081	3,170.72	665.85	47.56	3,884.13
2016-1 L	2016-1 0	0.00	0.00	0.00	0.00
	Total 4.7625	24,061.32	2,552.61	179.59	26,793.52

Past Due RE Account 429 Detail

Name: WOODWARD, STEPHEN G.

Land: 105,400

Location: 0 LUFKIN RD

Building: 0

Acreage: 13.47 **Map/Lot: 010-001**

Exempt 0

Book Page: B21253P277

Total: 105,400

Year/Rec #	Per Diem	Principal	Interest	Costs	Total
2020-1 R	2020-1 0.3240	1,751.75	34.66	0.00	1,786.41
2019-1 L	2019-1 0.1614	736.27	31.79	0.00	768.06
2018-1 R	2018-1 0	0.00	0.00	0.00	0.00
	Total 0.4853	2,488.02	66.45	0.00	2,554.47

Past Due RE Account 1194 Detail

Name: WOODWARD, STEPHEN G & MCGUFFEY, SUZANNE
G. - HEIRS OF

Land: 9,300

Location: 0 MILL RD

Building: 0

Acreage: 22 **Map/Lot: 015-007**

Exempt 0

Book Page: B33398P201

Total: 9,300

Year/Rec #	Per Diem	Principal	Interest	Costs	Total
2020-1 R	2020-1 0.0286	154.57	3.06	0	157.63
2019-1 L	2019-1 0.0255	116.27	10.84	57.6	184.71
2018-1 R	2018-1 0	0	0	0	0
	Total 0.0541	270.84	13.9	57.6	342.34

Total Collection Amount as of 03/31/2020	29,690.33
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March 3, 2020

Agenda - Section VI. New Business

- **Committee Appointment** - North Yarmouth School Fund Trustee

Applicant: Judy Maddox

Move to appoint Judy Maddox as a trustee to the North Yarmouth School Fund with a term to expire on June 30, 2024. Second, discussion and vote follow.

Note: Charter reads in section IV. 2 g. North Yarmouth School Fund. Recommendations for trustee appointment(s) shall be petitioned and provided by the trustees to the Select Board. The Town Manager attended the annual meeting of the Trustees on February 19, 2020, in which it was the unanimous request for Ms. Maddox to be appointed as a trustee of the school fund. These terms are for five (5) years.

- **Eleanor Hayes Town Forest** - Inquiry on repurposing use for a school site.

Included herein are a fact sheet on the Town Forest property and its purpose to include supporting documentation.

Action: The Select Board may elect to take action in the form of an official vote on this matter based on the information provided and discussions.

Eleanor Hayes Town Forest

Summary of Findings

Location: Memorial Highway Map 8 - Lots 34 (45 acres) & 27 (25 acres)

Present-day - The question is before the Select Board proposed by the MSAD 51 school district building committee and architects as to the possibility of Town Forest (lot 34) being considered as a potential site for the newly planned PreK to Grade 2 school. Included herein is a review from the Maine Municipal Association attorney's office, which is clear as to the Town's obligations and any actions.

October 1, 1974 - Town gains ownership by Quitclaim Release Deed Book 03650 Page 65 recorded February 18, 1975 - Previous owner's B. Adams, R. Owens, E. Cuthrell, and C. Rolan heirs of Eleanor Hayes sold to the Town for \$1.00. Receiving a quitclaim deed indicates the Town did not own the property through a tax acquired process.

March 1974 Annual Town Meeting - Article 53, the townspeople voted to establish a Town Forest from the former Eleanor Hayes properties.

January 23, 1974 - Ms. Hayes passes away.

July 27, 1970 - First Selectman George Moulton responds and confirms that Miss Hayes is behind in her taxes, but with lien fees and interest, it would probably be a closer estimate of \$500. Selectman Moulton also stated that any agreement to acquire the property must be made directly with Miss Hayes. The only concern of the Town would be that the liens are satisfied. This correspondence indicates the property was not tax acquired.

June 30, 1970 - The Maine Chapter of the Nature Conservancy sends a letter to the Town regarding the property owned by Miss Eleanor Hayes noting that she is behind in her taxes \$200 and that if they were to acquire the property from her, they would then turn it over to the town.

1966-1970 - There were periods of past-due taxes.

March 29, 1965 - The Town issues a Quitclaim Release Deed Book 2886 Page 163 to Eleanor Hayes for the payment of delinquent taxes on both properties for tax years 1961 through 1964. The property was no longer tax acquired status of the property.

65

QUIT-CLAIM RELEASE DEED

2540

KNOW ALL MEN BY THESE PRESENTS, that We, BERTHA J. ADAMS of Trenton, North Carolina, RUTH J. OWENS of Hampton, Virginia, ELEANOR J. CUTHRELL of Danville, Virginia and CAROLINE J. ROLAN of Painesville, Ohio in consideration of the sum of One Dollar and other valuable considerations, the total consideration being less than One Hundred Dollars, paid by the Inhabitants of the Town of North Yarmouth, Maine, the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Inhabitants of the Town of North Yarmouth, their successors and assigns forever, all our right, title and interest in and to the following described property:

Two (2) certain lots or parcels of land located in the Town of North Yarmouth, County of Cumberland and State of Maine being situated on and near the, so called, Memorial Highway, also known as Route #9 being generally described as follows:

Parcel No.1 - Being bounded Northerly by Route #9, Easterly by land of Robert Anderson et al, Southerly by land now or formerly of Mills and Westerly by land of the Yarmouth Water District, containing about 65 acres of land.

Parcel No.2 - Being bounded Northerly by land of Clifford Anderson, Easterly by land of Helen McLean and Anderson, Southerly by land now or formerly of Harry Ripley and Westerly by the Range Road, containing about 30 acres of land.

Being the same premises as acquired by the Town of North Yarmouth by matured tax liens as recorded in the Cumberland County Registry of Deeds, Book 3007, Pages 195 and 196, Book 3045, Pages 237 and 238, Book 3181, Pages 4 and 5, and Book 3133, Page 851.

The premises herein conveyed are part of the premises as conveyed by Jonathan P. Row to Edward G. Hayes by a Deed dated October 29, 1877 as recorded in said Registry in Book 444, Page 246. The said Edward G. Hayes died intestate on November 2, 1928 leaving a daughter Eleanor Hayes as his sole heir-at-law who is also now deceased. The Grantors herein are the four (4) nieces of the said Eleanor Hayes and are her sole heirs-at-law.

In making this conveyance it is understood that the Inhabitants of the Town of North Yarmouth as the result of action taken at their March 1974 town meeting, under Article 53, have voted to permanently dedicate the premises herein conveyed as a Town Forest for the use and benefit of all the residents of the town under the management of the Town Conservation Commission, in accordance with the wishes of the late Eleanor Hayes. Therefore, this conveyance is being made with the understanding that said premises will not be used by the Grantee, or its successors or assigns, for any use other than for said dedicated purpose without the written consent of these Grantors or their heirs and assigns; also that a plaque is to be erected thereon dedicating the property as the "ELEANOR HAYES TOWN FOREST."

65 TO HAVE AND TO HOLD, the same together with all the privileges and appurtenances thereunto belonging, to the said Inhabitants of the Town of North Yarmouth, their successors and assigns forever.

IN WITNESS WHEREOF, We the said Bertha J. Adams and William C. Adams, husband of the said Bertha J. Adams, Ruth J. Owens being a widow, Eleanor J. Cuthrell and Frank Cuthrell, husband of the said Eleanor J. Cuthrell, Caroline J. Rolan and Robert Rolan, husband of the said Caroline J. Rolan are each joining in this Deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this First day of October in the year of our Lord One Thousand Nine Hundred and Seventy-four.

Signed, Sealed and Delivered in the presence of:

James R. Hood
James R. Hood
Charles H. ...
...
Wm. H. ...
Wm. H. ...

Bertha Johnson Adams
William Clay Adams
Ruth Johnson Owens
Eleanor Johnson Cuthrell
Frank P. Cuthrell
Caroline Johnson Rolan
Robert C. Rolan

STATE OF NORTH CAROLINA

Jones County: October 1, 1974

Personally appeared the above named Bertha J. Adams and acknowledged the above instrument to be her free act and deed.

Before me,

My Commission Expires
May 19, 1976

Carol M. Hood
Notary Public



FEB 18 1975
REGISTRY OF DEEDS, CAMDENLAND COUNTY, MAINE
Received at 8:30 AM, and recorded in
BOOK 9650 PAGE 65 Margaret ... Acting Register

Rosemary Roy

From: Legal Services Department <legal@memun.org>
Sent: Monday, February 10, 2020 8:56 AM
To: Rosemary Roy
Subject: North Yarmouth - Town Forest Deed

Hi Rosemary,

The deed is pretty clear as to the circumstances under which the town acquired the property and the conditions it imposes on the use of the land. The deed states the intention that the use condition apply permanently unless there is written consent of the grantors or their heirs/assigns. In my opinion, the deed does limit the use of the property to a forest/recreation area for perpetuity.

Also, it appears that the town meeting voters accepted the donation and the conditions that were attached to the use of the land. Maine statute, 30-A MRS § 5654 (<http://legislature.maine.gov/statutes/30-A/title30-Asec5654.html>) indicates that the town must perpetually comply with conditions it accepted.

In some rare cases, the use of donated land might be changed, but generally, there needs to be some reason that the intended use cannot be accomplished. For example, in *Mildram v. Town of Wells*, 611 A.2d 84 (Me. 1992), heirs of the grantor sued for a declaration that property the grantor had deeded to the Town in 1905 had reverted to them due to the Town's breach of a condition in the deed that a "town house" be erected and maintained on the property. The Town had built and maintained a town hall there for 82 years but in 1988 moved most of its offices to a new municipal building elsewhere due to traffic congestion and inadequate space at the old site. The Court observed that nothing in the deed suggested the grantor intended to require perpetual maintenance of a town house on the property, regardless of all the changes that might occur in the vicinity, and that the Town's continued use of the property for some municipal purposes was sufficient observance of the condition. Eighty-two years was therefore deemed a reasonable time for compliance under these circumstances, and the Town was declared the owner of the property in fee simple absolute. The *Mildram* case involved slightly different facts and obligations than are present in this case.

If the town wanted to pursue removing the use limitations on the property, the town will need to see a lawyer who specializes in real estate law to see what specific process would have to be undertaken, if that is even possible. It is possible that a court action would be needed, or that the town would need to receive consent from any of the donor's heirs or other parties benefitted by the restrictions. Town meeting approval would also be necessary unless the town's charter provides that authority to the selectboard.

Please let me know if you have any questions.

Susanne F. Pilgrim, Esq., Director
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Phone: 207-623-8428
1-800-452-8786 (in state)
FAX: 207-624-0187
legal@memun.org

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Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 9: FISCAL MATTERS

Chapter 223: MUNICIPAL FINANCES

Subchapter 1: GENERAL PROVISIONS

§5655

§5654. Conditional gifts

This section governs a municipality's receipt of a conditional gift for any specified public purpose.

1. Acceptance or rejection. When the municipal officers receive written notice from a prospective donor or a representative of the proposed gift, they shall submit the matter at the next meeting of the municipal legislative body. Within 10 days after the meeting, the municipal officers shall send written notice of their acceptance or rejection to the donor or the donor's representative.

2. Perpetually comply with conditions. When the donor or the donor's representative has completed the donor's part of the agreement concerning the execution of a conditional gift, the municipality shall perpetually comply with, and may raise money to carry into effect, the conditions upon which the agreement was made.

3. Deposited or invested. Unless otherwise specified by its terms, a conditional gift of money may be deposited or invested according to subchapter III-A.

As a reference as the former Conservation Commission is noted in the Deed.

Town of North Yarmouth Charter - Article V. General Provisions

3. Transition Provisions.

- d. The Conservation Commission shall be disbanded as of the effective date of this charter. Any funds or other property held by or in the name of the Conservation Commission shall be deemed transferred to the Town. The Select Board shall perform or delegate any duties or obligations of the Conservation Commission subsequent to the effective date of this Charter.

March 3, 2020

Agenda - Section VIII. Accounts Payable

Item(s):

- *Move to approve accounts payable warrants 36 and 37 in the amount of \$133,562.32, as presented. Second, discussion and vote follow.*