

**Town of North Yarmouth  
Select Board Workshop  
Discussions on Leasing Property:  
NY Historical Society and NY Fire Company  
Tuesday, February 4, 2020 - 5:30 PM  
Town Office Conference Room**

**I. North Yarmouth Historical Society (NYHS)**

- A. Review of Proposed Plan
- B. First Review of Lease
- C. Review of Quitclaim

**II. North Yarmouth Fire Company (NYFC)**

- A. Review of Proposed Plan
- B. Lease Discussion

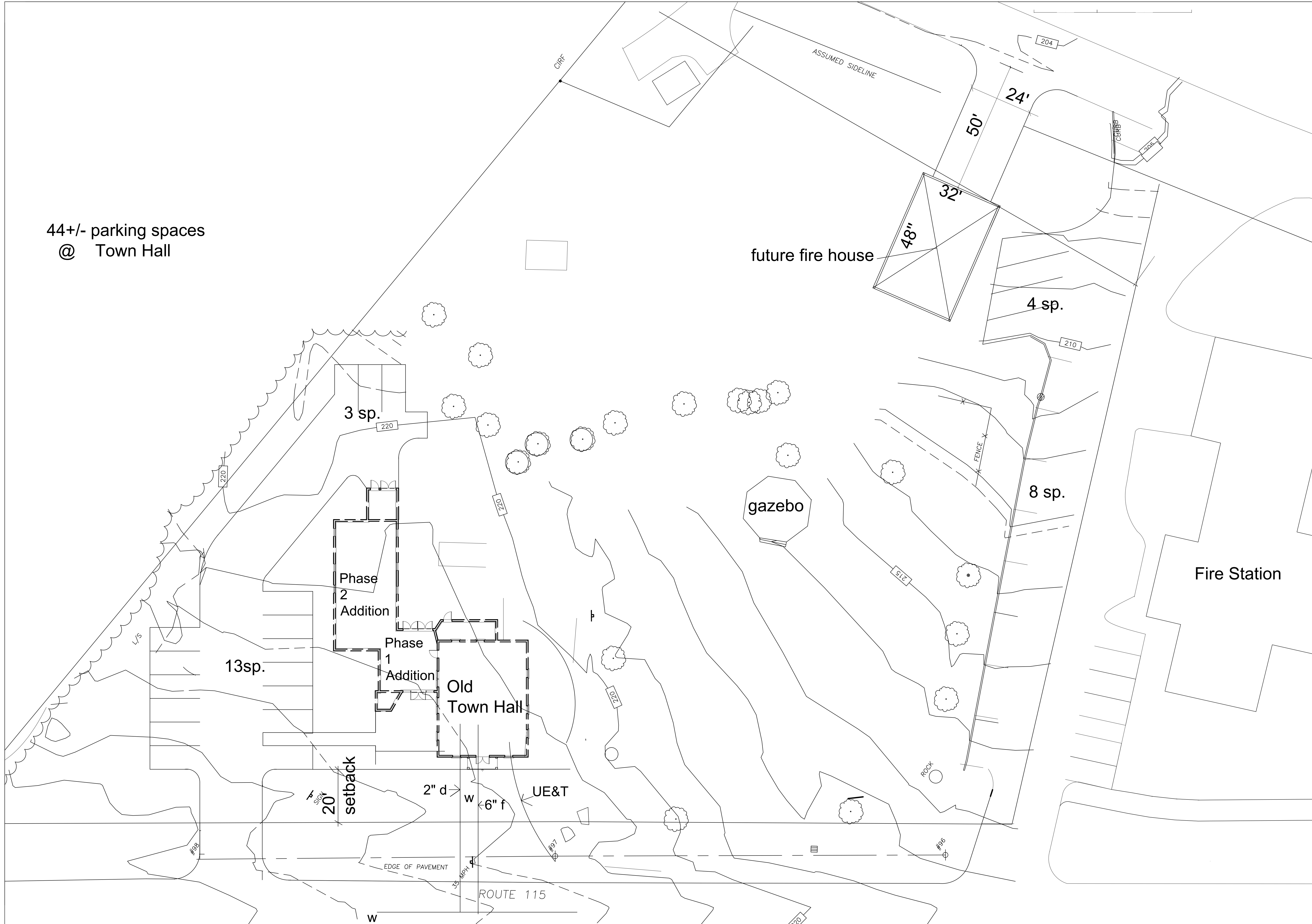
Documentation provided:

- Plot Plan includes both projects
- NYHS Lease (first draft) Note: Metes and Bounds cannot not be delineated in the lease until review and approval of the project is resolved.
- Completed Survey will be available at the meeting (a pdf version is not yet available)

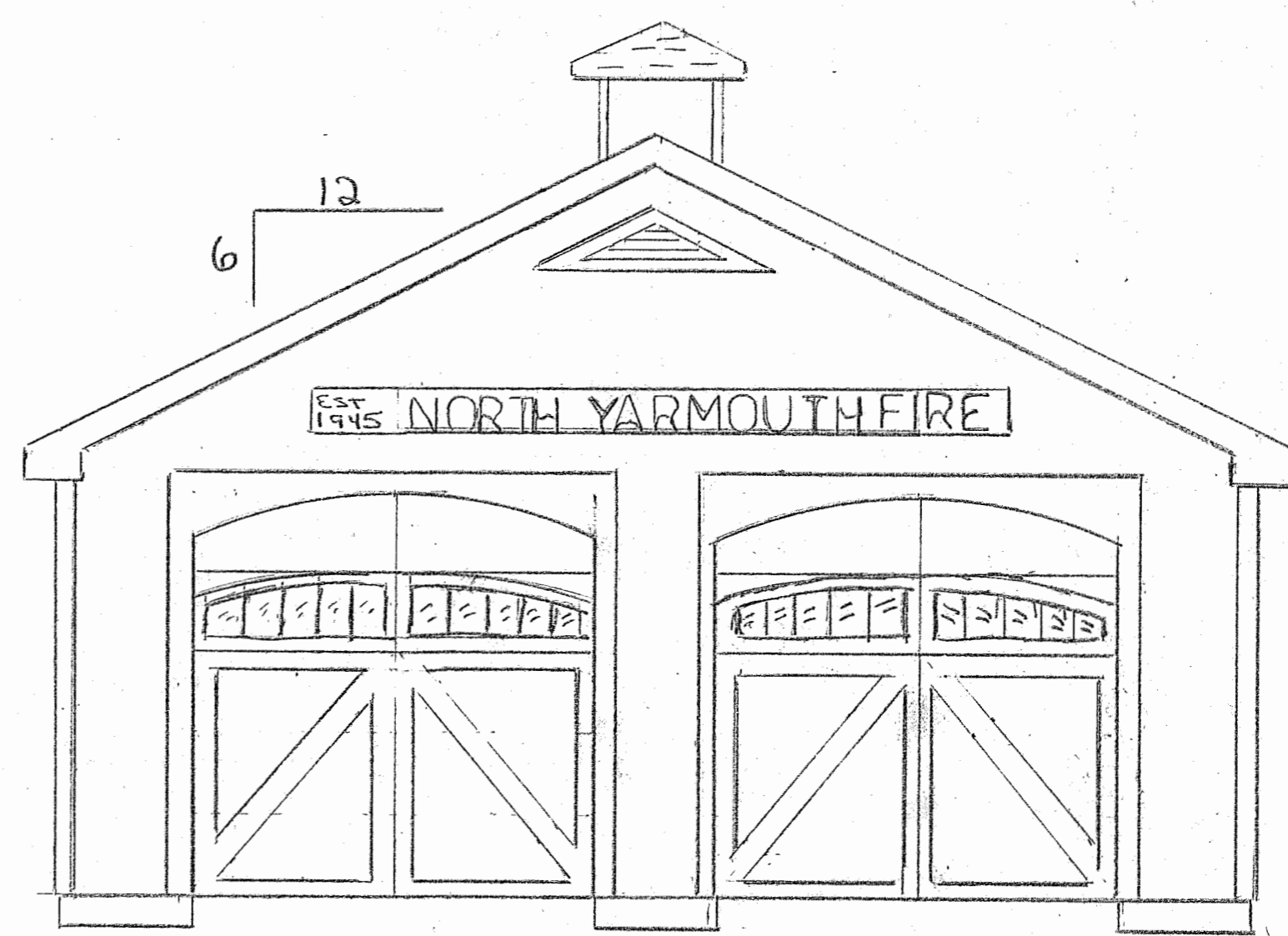
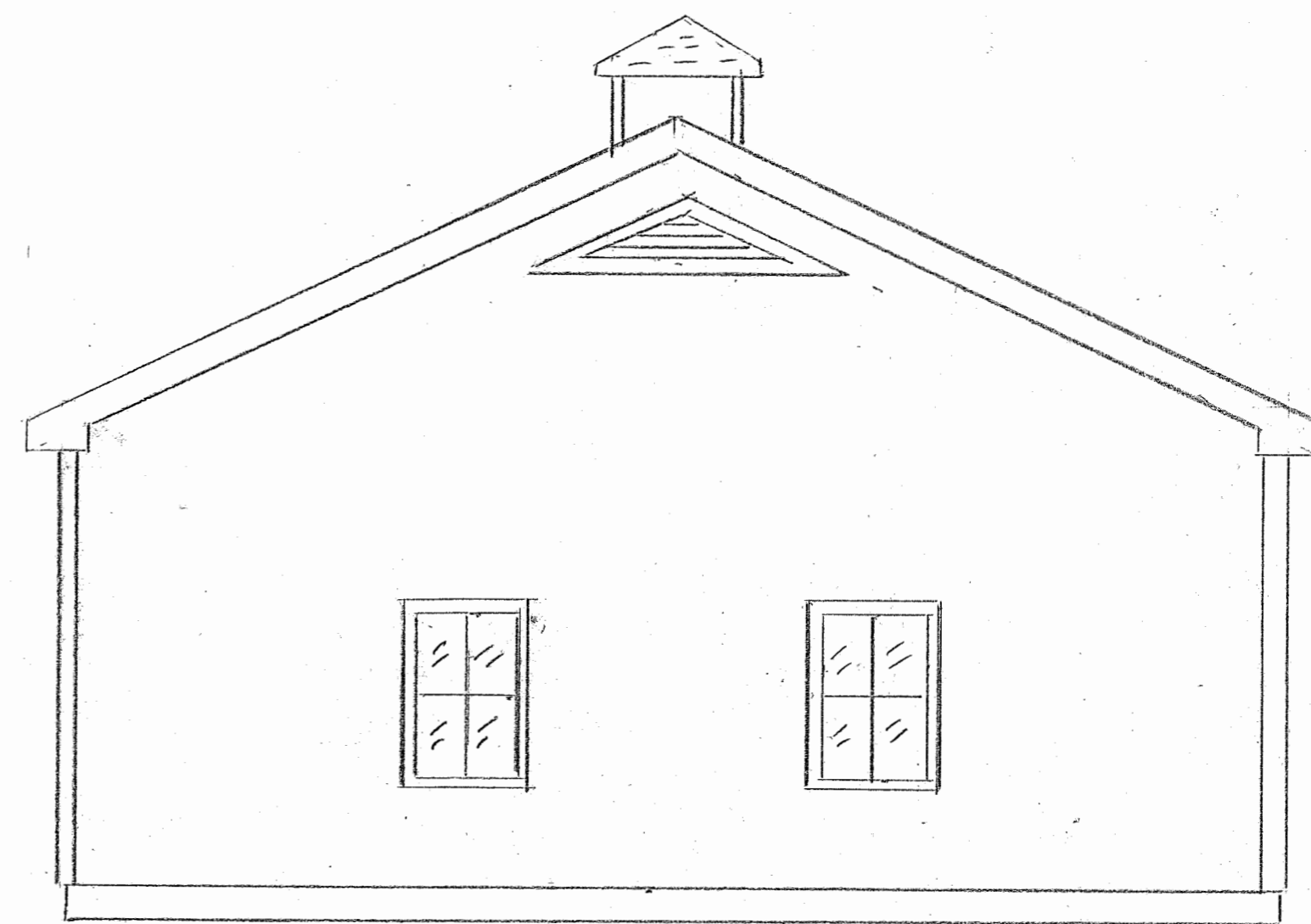
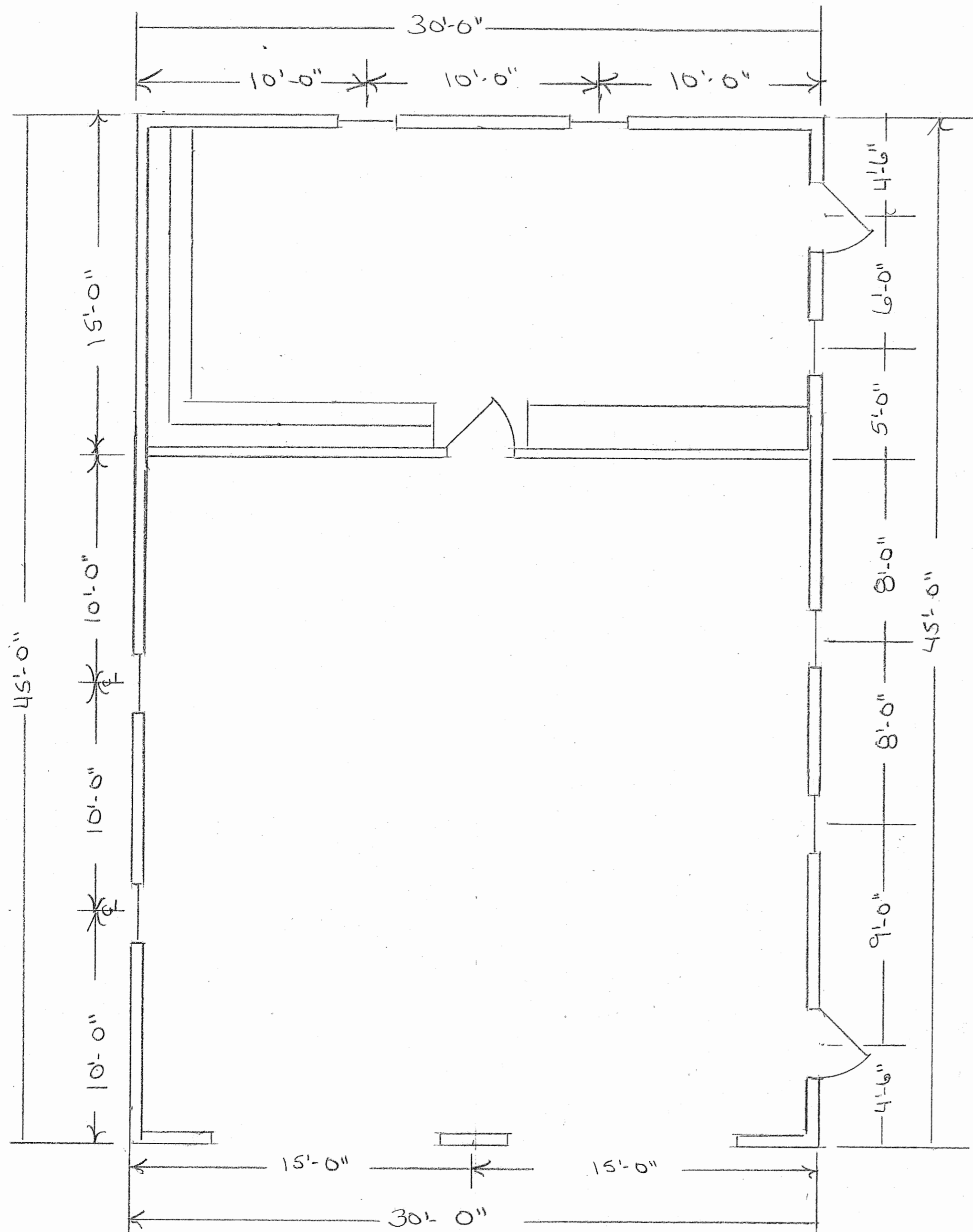
**REMINDERS TO THE ATTENDING PUBLIC:** Please mute all digital devices; Select Board meetings are open to the public, but the public may not speak unless recognized by the Chairperson first.

**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.

44+/- parking spaces  
@ Town Hall

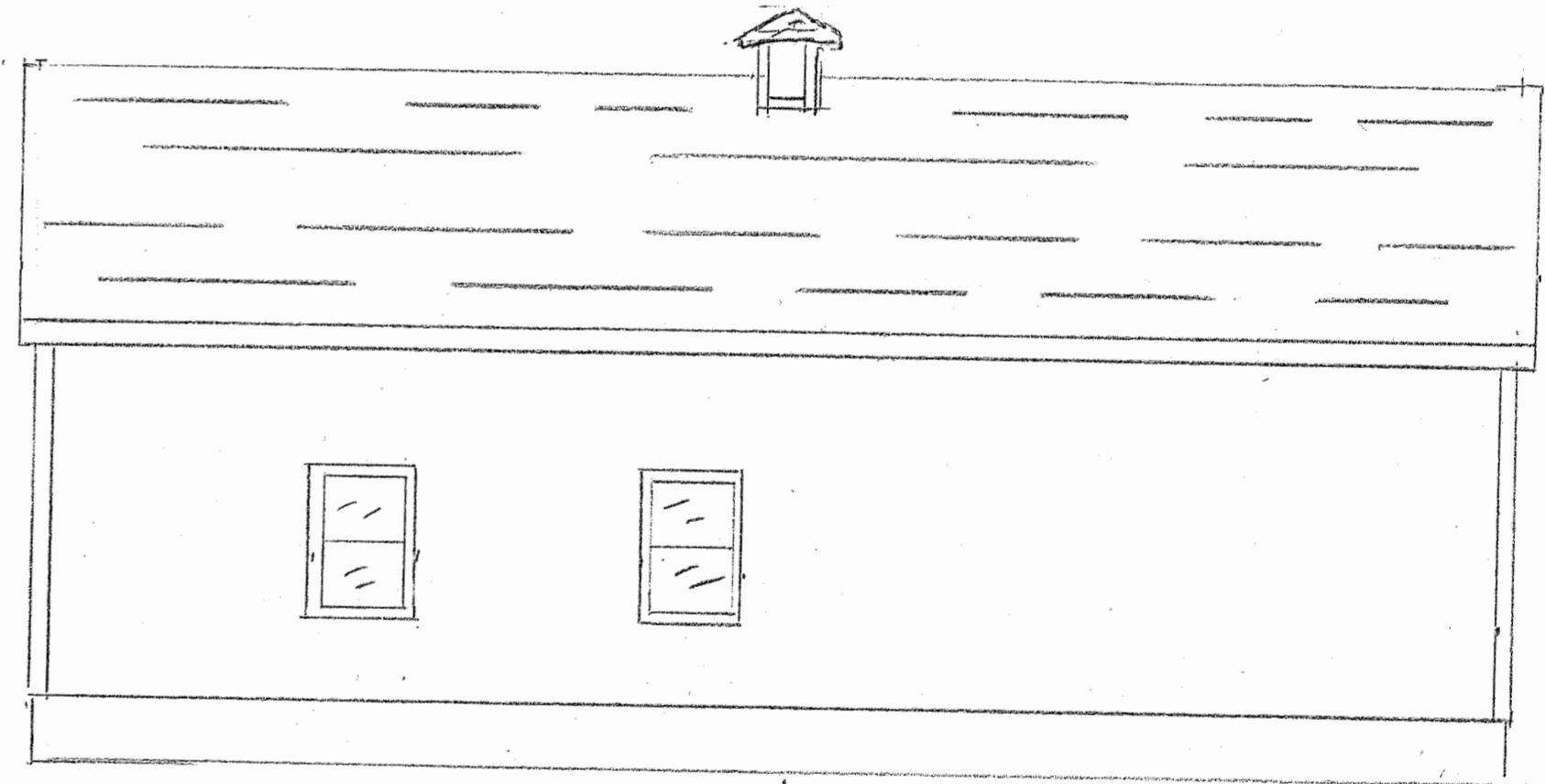
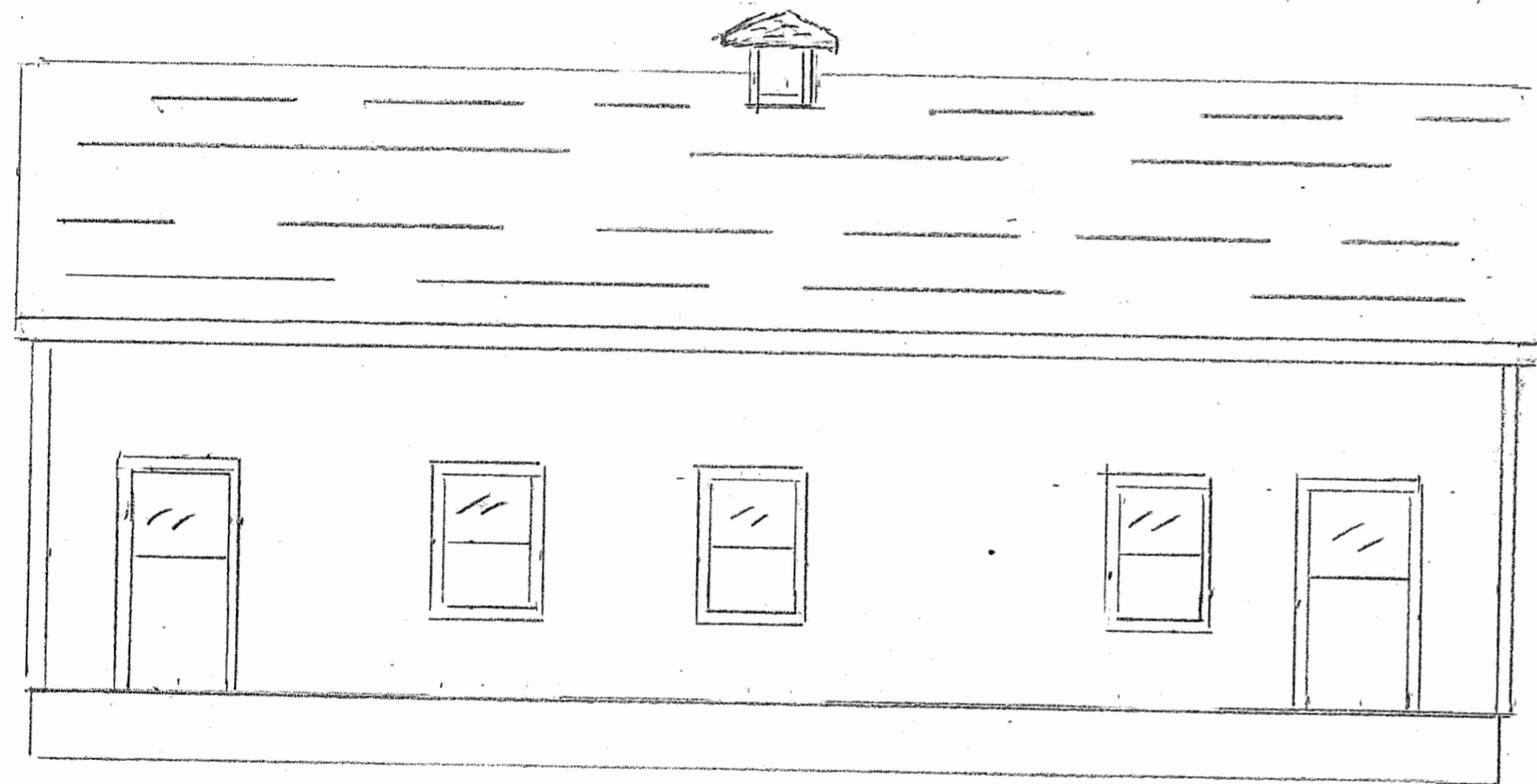


Date: 10-07-2019		Scale: 1/32" = 1'-0"		Revisions:	
Project: SITE PLAN		Project: SITE PLAN		Project: SITE PLAN	
Project: OLD TOWN HOUSE NORTH YARRMOUTH MAINE		Project: OLD TOWN HOUSE NORTH YARRMOUTH MAINE		Project: OLD TOWN HOUSE NORTH YARRMOUTH MAINE	
SD-1		SD-1		SD-1	



WINDOWS- 7 BRASCO Boston Style
Single GLASS Pan w/ WOOD GRILLS
ROUGH OPENING - 2'-6" x 4'-1"
Exterior DOOR- 3'-0" x 6'-8" Ponderosa
PINE - MODEL # P-7113U

<b>VINTAGE Fire House NYFR</b>		
SCALE: 1/4" = 1'	APPROVED BY:	DRAWN BY: GAP
DATE: 12-18-19		REVISED:
		DRAWING NUMBER
		# 1



VINTAGE FIRE HOUSE NYFR		
SCALE: 3/16" = 1'	APPROVED BY:	DRAWN BY GAP
DATE: 12-21-19		REVISED
		DRAWING NUMBER
		# 2

## 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 the Village Green to NYHS on 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, NYHS shall convey the NYHS Property 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 pay when due all charges for utility services rendered or supplied upon or in connection with the Old Town House.

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 non-profit organization with the same purpose and mission as that of NYHS, and, in any event, only upon the prior express written consent of the Town, which the Town may withhold in its sole and absolute discretion. NYHS shall 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 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 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 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 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:



**QUITCLAIM DEED WITH COVENANT**

**NORTH YARMOUTH HISTORICAL SOCIETY**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of 470 Memorial Highway, North Yarmouth, ME 04097 (“Grantor”), FOR CONSIDERATION PAID, grants to **INHABITANTS OF THE MUNICIPALITY OF NORTH YARMOUTH**, a municipal corporation and body politic, with a mailing address of 10 Village Square Road, North Yarmouth, ME 04097 (“Grantee”), with quitclaim covenant, certain real property, together with any improvements thereon, located at North Yarmouth, Cumberland County, Maine, being described in **Schedule A** attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, North Yarmouth Historical Society has caused its seal to be hereto affixed and these presents to be signed in its name and on its behalf by \_\_\_\_\_, its \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESS: \_\_\_\_\_ North Yarmouth Historical Society  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Its: \_\_\_\_\_

State of Maine  
County of Cumberland

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of North Yarmouth Historical Society, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and acknowledged that he/she signed it voluntarily for its stated purpose.

Before me,  
\_\_\_\_\_  
Notary Public  
Print Name:  
Date Commission Expires:

Schedule A

A certain lot or parcel of land, together with the buildings thereon, situated in the Town of North Yarmouth, County of Cumberland, State of Maine, and being further described as follows:

Beginning at a point, near the Southwesterly corner of the former Enoch Morse farm on the North side of the Hallowell Road, also known as the County Road, in said Town, one rod northeast from the East corner of the town house situated on said lot, thence in a Northwesterly direction at an equal distance from said house six and one-third ( $6 \frac{1}{3}$ ) rods, thence Southwesterly at an equal distance from the Northwest side of said house six and one-third ( $6 \frac{1}{3}$ ) rods, thence Southeasterly at an equal distance from the Southwest side of said house six and one-third ( $6 \frac{1}{3}$ ) rods, more or less, to the road, thence Northeasterly by said road six and one-third ( $6 \frac{1}{3}$ ) rods to the point first mentioned, containing forty (40) square rods, including the land under said town house.

Meaning and intending to convey the same premises conveyed to the above Grantor by The Inhabitants of the Municipality of North Yarmouth by deed dated 1976 and recorded on October 6, 1976 in Book 3919, Page 25 of the Cumberland County Registry of Deeds.

**Town of North Yarmouth  
Select Board Meeting Agenda  
Workshop - Village Green Property Use 5:30 PM  
Tuesday, February 4, 2020 - 7:00 PM  
Town Office Conference Room**

**I. Call to Order**

- Pledge of Allegiance

**II. Public Hearing - Fee Schedule Amendments**

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

- January 21, 2020

**IV. 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.

**V. Management Reports & Communications**

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

**VI. Old Business**

- By Your Side Program - NE Volunteers of America – Brian Sites
- Property Gift - Delwin Drive

**VII. New Business**

- Special Town Meeting Warrant
- Ordinances: New Animal Control Ordinance  
Repeal of Barking Dog Ordinance  
Amendments to Park Regulations Ordinance
- Community Center - Gymnasium Floor Covering

**VIII. Accounts Payable**

- Review & Approval

**IX. Any Other Business**

**X. Adjournment**

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February 4, 2020

## **Agenda - Section II. Public Hearing - Amendments to the Town Fee Schedule**

### **PRIMARY PROCESS**

1. **Open the Hearing** - *Move to open the Public Hearing on the proposed amendments to the town Fee Schedule.* Second, discussion and vote follow.
2. **Presentation/Explanation** - A brief presentation/summary by the Chair or Town Manager is expected.
3. **Public Participation** - The Select Board shall recognize the individuals in the order that they present themselves to the podium. Name and street address should be stated by each individual, making a statement to the Board.
4. **Board Inquiries/Discussions** - After public participation, the Board may discuss the subject matter further if deemed necessary.
5. **Close the Hearing** - *Move to close the Public Hearing on the proposed amendments to the town Fee Schedule.* Second, discussion and vote follow.

### **ACTION**

1. **Approve/Deny/Table Amendments to the Town Fee Schedule** - *Move to approve/deny/table the proposed amendments to the town Fee Schedule as presented and effective February 4, 2020.* Second, discussion and vote follow.

### **MANAGER'S NOTES**

- These changes were presented to the Select Board on January 21, 2020.

**Private Road Signs**

Private Road Sign Replacement Fees

Sign	Cost
10' Green Post	\$ 33.00
Sign Brackett	\$ 7.25
E911 Mapping & Dispatch Updates	\$ 5.00
Labor	Current Laborer Wage Rate
Install time varies; new sign approximately 30 minutes.	

**Public Facility Use (Wescustogo Hall & Community Center)**

<b>Wescustogo Hall &amp; Community Rentals Rental Rates (per hour)</b>						
FACILITY SPACE	Residents of NY & Cumberland	Anyone NOT living in NY or Cumberland	Non-Profit or 501c3 organization that is not Municipal Government or Town Committee/ Board		Any Business, Private or Public, Operating for Profit	
	Resident	Non-Resident	Non-Profit Res.	Non-Profit/Non-Res.	Town Committee/Board	For Profit NR
Wescustogo Hall	\$200.00	\$300.00	\$100.00	\$150.00	\$225.00	\$325.00
Wescustogo Hall Room 1	\$50.00	\$75.00	\$25.00	\$50.00	\$75.00	\$100.00
Wescustogo Hall Room 2	\$50.00	\$75.00	\$25.00	\$50.00	\$75.00	\$100.00
Wescustogo Hall Room 3	\$75.00	\$100.00	\$50.00	\$75.00	\$100.00	\$125.00
Combo WH / Room 1 & 2	\$75.00	\$125.00	\$50.00	\$100.00	\$150.00	\$200.00
Combo WH / Room 2 & 3	\$100.00	\$150.00	\$75.00	\$125.00	\$175.00	\$225.00
Gymnasium (includes stage)	\$50.00	\$75.00	\$25.00	\$50.00	\$100.00	\$125.00
Community Room	\$50.00	\$75.00	\$25.00	\$50.00	\$75.00	\$100.00
Kitchen	\$25.00	\$40.00	\$20.00	\$35.00	\$50.00	\$65.00
<b>50% of all deposit and rental fees are due at the time of rental confirmation.</b>						
Loss Key/Card(s)	\$15.00	No Deposit Required				
Damages	All groups/individuals shall be responsible in full for any costs to the center to include labor and materials.					

<b>Community Center Events For-Profit or Private Individuals/General Public</b>		
Facility Room/Area	Deposit	Rental Fee Per Hour
Wescustogo Hall (Full Rental)	\$500.00	\$300.00
Wescustogo Hall - Room 1	\$150.00	\$ 75.00
Wescustogo Hall - Room 3	\$150.00	\$100.00
Wescustogo Hall - Room 2	\$150.00	\$ 75.00
-Combination - Rooms 1 & 2	\$250.00	\$150.00
-Combination - Rooms 2 & 3	\$250.00	\$175.00
Gymnasium	\$500.00	\$100.00
Community Room	\$ 50.00	\$ 50.00
<b>NOTE: 50% of all deposit and rental fees are due at time of rental confirmation.</b>		
<b>General Space Fees</b>		
Community Use	Deposit	Rental Fee Per

		Hour
501C3 NON-PROFIT – Per Event Municipal Business, Town Committee Meetings/Events, Volunteer Adult & Youth Programs, North Yarmouth/Cumberland Recreational Programs, MSAD51 Programs, First Responder Programs & General Community Activities	No-Charge	No-Charge
FOR-PROFIT or Private Individuals/General Public	\$50.00	\$30.00
<b>Miscellaneous Fees</b>		
Loss Key Card(s)	No Deposit Required	\$15.00
Administrative Fee	Applies to All FOR-PROFIT OR PRIVATE Events	\$35.00
Damages	All groups/individuals shall be responsible in full for any costs to the center to include labor and materials.	

### **Road Naming and Property Numbering**

Application \$25.00  
 Sign and Post installation - material and labor Cost + \$30.00

### **Shellfish Conservation Ordinance** (Chapter 305 – Towns of Yarmouth/North Yarmouth)

License  
 Resident Commercial \$200.00  
 Non-resident Non-reciprocating Commercial \$400.00  
 Resident Recreational \$ 25.00  
 Non-resident Non-reciprocating Recreational \$ 50.00  
 Three-day Recreational license (pursuant to section II.B.5) \$ 30.00  
 Resident/Non-resident Recreational license fees are waived  
 for individuals of age 65 or older.

### **Snow**

Winter “Snow” Ordinance **Refer to Ordinance.**

### **Solid Waste**

Solid Waste Disposal & Recycling Ordinance  
 Refuse Hauler Permit Application \$ 25.00

### **Sprinklers**

Sprinkler Ordinance **Refer to Ordinance.**

### **Subsurface Wastewater**

Subsurface Wastewater Disposal Rules Plumbing fees as established by the State of Maine.

### **Vehicular Weight**

Vehicular Weight Control Ordinance Permit **Refer to Ordinance.**

### **Zoning Board of Appeals**

Administrative Appeal to Zoning Board \$250.00  
 Miscellaneous Appeal to Zoning Board \$250.00  
 Variance Appeal to Zoning Board of Appeals \$250.00

February 4, 2020

**Agenda - Section III. Meeting Minutes**

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

**Town of North Yarmouth  
Select Board  
Meeting Minutes of Tuesday, January 21, 2020**

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

**Minutes of Previous Meeting(s)** – Selectperson Speirs moved to approve the minutes of December 17, 2019, as presented. Chairperson Whitten seconded the motion. Discussion: Chairperson Whitten made a short comment on the lease between Consolidated Communications and the Town of North Yarmouth. **Vote: 4 Yes – 0 No.** Chairperson Whitten moved to approve the minutes of January 6, 2020, as presented. Selectperson Speirs seconded the motion. Discussion: None. **Vote: 4 Yes – 0 No.**

**Public Comment - Non-Agenda Items** – Katie Murphy, North Yarmouth Historical Society, provided the Board with an update on the progress of moving the Old Town House to the Village Green. Chairperson Whitten stated to the Board that he asked Katie Murphy to provide an update to the Board to further inform them of the project and to ask further questions. Selectperson Moulton asked Katie Murphy why the Historical Society chose to move the Old Town House in pieces. Katie Murphy responded. Selectperson Moulton asked Katie Murphy what the state of the Historical Society's fundraising efforts were. Katie Murphy responded. Linc Merrill, North Road, presented to the Board another project being done by the North Yarmouth Fire Company. The Town Manager asked Linc Merrill if the Fire Company has intentions of retaining ownership of items already in their possession. North Yarmouth Fire Chief Payson and Linc Merrill responded in the affirmative. Linc Merrill inquired on the process the Fire Company should follow to develop a lease with the Town for the property they wish to use. The Town Manager clarified that process to the parties and the Board. Chairperson Whitten asked the Town Manager to set-up a workshop for February 4, 2020 before the Select Board regular business meeting.

Steve Palmer, Mountfort Road, addressed the Board on a matter of communication. The Board acknowledged and responded to Mr. Palmer.

Judy Potter, Walnut Hill Road, stated her concerns regarding a personal property located in the Village Center.

**Management Reports & Communications:**

**Select Board Communications:**

- Chairperson Whitten congratulated two Greely students who did well on their basketball teams
- Selectperson Morrison informed the public about the meeting he attended regarding the location of a new school proposed by the MSAD 51 School Board. Selectperson Morrison wanted to be clear that no location was decided on the proposed school brought forth by MSAD 51 School Board.

**Town Manager's Report**

The Town Manager provided her full report to the Board. A copy of that report can be found at the Town Office or on the Town's website, [www.northyarmouth.org](http://www.northyarmouth.org).

**Old Business:**

Selectperson Moulton moved to authorize the Town Manager to execute the revised lease agreement as presented with Consolidated Communications for a term of five (5) years. Selectperson Speirs seconded the motion. Discussion: Chairperson Whitten inquired about an addition to the lease between Consolidated Communications and the Town. The Town Manager answered the chairperson's question. **Vote: 4 Yes – 0 No.**

**New Business:**

**Community Center**

Selectperson Morrison moved to call for a public hearing on the proposed amendments to the town Fee Schedule on February 4, 2020 at 7 PM. Selectperson Speirs seconded the motion. Discussion: Selectperson Moulton inquired about the charging station that was included with the original bond set forth by the towns people. The



Town Manager and the Community Center Director did not have an immediate answer. The Town Manager told Selectperson Moulton that further research would be done. Selectperson Speirs asked the Community Center Director if the Wescustogo Hall and North Yarmouth Community Center's kitchen would incur a charge if the renter only lightly used the kitchen. The Director answered the Selectperson's question. **Vote: 4 Yes – 0 No.**

In consensus, the Board agreed that the Director can use the name "*North Yarmouth Community Center – Home of Wescustogo Hall*" for promotional uses.

In consensus, the Board endorsed the proposed Mission Statement for the Community Center.

#### Committee Appointments

Selectperson Speirs moved to appoint Jay Fulton to the Living Well in North Yarmouth committee with a term to expire June 30, 2020. Selectperson Morrison seconded the motion. Discussion: None. **Vote: 4 Yes – 0 No.**

#### Tax Issues

Selectperson Speirs recused herself from this agenda item. Selectperson Morrison moved to table the discussion on foreclosed property account number 759, tax map 15, lot 5. Chairperson Whitten seconded the motion. Discussion: Selectperson Moulton stated that he would like to see the bids and retain the decision to "accept any and all bids". The Town Manager clarified that the process calls for such action. Selectperson Morrison asked that the Town Manager inquire if the Town could use the property for the betterment of the Town and to have three brokers conduct a market analysis of the property and to present to the Board on their February 18, 2020 business meeting. **Vote 3 Yes – 0 No – 1 Abstained (Selectperson Speirs).**

#### Property Gift – Delwin Drive

Discussion: Selectperson Moulton asked the Town Manager if the property would eventually be returned to the Town if the property owner decided to abandon the property. The Town Manager responded that the selectperson's assessment of the process was correct, however, in her opinion, did not believe that the outcome of abandoning the property was likely. The board asked the Town Manager to ask the abutting neighbors if the property could be purchased in conjunction with asking the Town Manager to see if the Director of Public Works could use the property to expand Delwin Drive. The Town Manager responded that she would pursue both options. No action taken.

#### Spirit of America Recognition

The Town Manager provided the Board with a ballot to recognize a town committee volunteer and their contributions to the community. The award will be announced at the Annual Town Meeting.

#### Solar Farm

Selectperson Morrison moved to authorize the Town Manager to put together an ad hoc committee to explore the viability of a solar farm and provide the Board a recommendation six (6) months from when the ad hoc committee convenes. Selectperson Speirs seconded the motion. Discussion: The Town Manager reported to the Board the findings from Al Ahlers, one of the Town's representatives to GPCOG/PACTS. The Board asked the Town Manager to speak with Al Ahlers and ask if he could assist her in forming a committee to research if a solar farm was possible for North Yarmouth. **Vote: 4 Yes – 0 No.**

**Accounts Payable** – Selectperson Speirs moved to approve accounts payable warrants 30 and 31 in the amount of \$726,644.92, as presented. Chairperson Whitten seconded the motion. Discussion: None. **Vote: 4 Yes – 0 No.**

**Any Other Business** – None.

**Executive Session** – Chairperson Whitten moved that the Select Board in accordance with their roles and responsibilities to enter into executive session pursuant to Title 1 MRSA Chapter 13 Public Records and

Proceedings, subsection 405 Executive Sessions subsection 6(A) with the Town Manger. Selectperson Speirs seconded the motion. The Board came out of Executive Session at 10:07 PM.

**Adjournment** - Chairperson Whitten moved to adjourn.

Prepared By: Draven Walker  
Administrative Assistant/Recording Secretary

Select Board

\_\_\_\_\_  
William Whitten, Chair

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

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

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

February 4, 2020

**Agenda - Section V. Management Reports & Communications**

- Select Board Communications
  - School Building Update – Selectman Morrison
  - Other
- Town Manager's Report\*

\*Reports 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.

**Custodial Maintenance Position** - After considerable search to fill both part-time positions for the care of three town facilities, I have come to a conclusion based on the current employment market and the non-response to these two positions that it is necessary to offer a full-time position with benefits. Calculations indicate taking into account the projected start date, the remaining time left in the FY20 year, and the highest possible benefit rate available, that this hire would be at the highest \$1,000 over the approved budget for these positions. I want to note that Jerry Applin continues to perform duties periodically and has offered to do so until the position is filled, and Draven Walker has added to his duties aiding in keeping the Community Center clean. I commend both of these employees for their work ethics and teamwork during this time.

**GPCOG/PACTS (Greater Portland Council of Governments/Portland Area Comprehensive Transportation System)** - In December, I received an invoice for the 2018-2019 PACTS Unified Planning Work Plan Municipal Match for \$2,000. Not recalling any notifications of costs or participation (this would go back to 2017-2018), I spoke with the Executive Director of GPCOP Kristina Eagan, in which she confirmed (and very apologetic) that North Yarmouth had not been notified or advised of costs. I have included information on this matter and would welcome input from the Board.

**Naming Donations** - Attorney review of the three conditional donations to the community center is complete and found to comply with bond regulations. Information is provided herein. I will have the Select Board take action at the next meeting to call forth articles to be placed on the April 11<sup>th</sup> annual town meeting warrant.

**Solar Charging Stations** - There are three options for consumers: (1) pay as you go (2) monthly subscriptions, and (3) free. Maine does NOT permit charging stations to charge per kilowatt-hour. Some machines allow for charging by time (around \$.04-\$.06 per hour), which is legal in Maine. Not a very lucrative source of income for the Town. Costs could be incurred for the Town based on how this would be monitored. A credit card mechanism could be installed at an expense or the Town could do something manual such as a punch card system. Of the surrounding communities that have charging stations, none currently administer a fee for use. A map of station locations in the area is enclosed herein.

**Friends of Wescustogo** - I attended a meeting in January and it is the goal of the committee to begin wrapping all their fundraising efforts before June 30, 2020, as they are not seeking any extensions to continue as a Town committee. Two of their events created during the past year, the Mudd Ball and golf tournament, will continue to raise funds for the center's operations and be sponsored by the Events Committee. Some of the smaller fundraisers will continue over time, such as the mosaic tile picture, t-shirts, and cookbook sales. It was also discussed that the naming amounts on the remaining rooms would be adjusted to the following: Gym \$50K, Kitchen \$5K, Community Room 15K.

**Cumberland County - Changing Fiscal Year** - The County is changing its fiscal year from a calendar to a July-June period. The change will affect municipalities in FY22. Essentially we shall receive an invoice for one and a half years to allow for this change to take place. The county will be executing a Tax Anticipation Note in the interim. Municipalities will have the option of making this payment in full or over a selected period. We will need to let them know our intentions by November 1<sup>st</sup> of this year. At this time, the county tax assessment has not yet been released. Once released, I will bring forth my recommendations during this year's budget review. County correspondence is enclosed herein.

**REMINDERS** - Budget Process Begins - Thursday, February 13, 2020; Candidate's Night - Wednesday, February 26<sup>th</sup>, at 7:00 pm.

Respectfully submitted,

*Rosemary*

Rosemary E. Roy, Town Manager



December 19, 2019

Town of North Yarmouth  
Attn: Rosemary Roy  
10 Village Square Road  
North Yarmouth ME 04097

Dear Rosemary Roy,

As the region's Metropolitan Planning Organization, in order to be eligible for federal funding, the MPO must match federal funds. Matching funds are provided from several sources including the MaineDOT, GPCOG and by the member municipalities of the MPO. During the development of the 2018-2019 Unified Planning Work Plan, the PACTS Policy Committee approved local match of \$91,707 for Plan activities. These activities were to:

- Maintain the Regional Traffic Management System, including signal operations and responding to member needs
- Conduct a regional sidewalk assessment
- Deploy Bicycle and Pedestrian demonstration projects
- Select PACTS priority projects through public and member input process
- Publish the region's Active Transportation Plan
- Develop Performance Measures to be incorporated into the long-range plan update
- Provide ongoing data and mapping to inform PACTS' decision-making

The attached invoice is your municipal match for PACTS services provided during the 2018-2019 UPWP. Municipal match for the 2020-2021 UPWP will be provided for planning studies, Regional Traffic Management System assessments, and phase II of the high crash assessment.

Best regards,

  
Sara Zografos  
Director of Transportation

RECEIVED  
DEC 23 2019

BY: .....

## Invoice

Town of North Yarmouth  
10 Village Square Road  
North Yarmouth ME 04097

12/18/2019

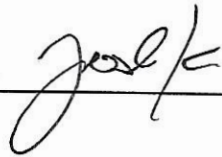
Invoice #: 7477      Order #:

Description: 2018-2019 PACTS UPWP Municipal Match

Total Amount Due

\$2,000.00

Approved By



Date

12/18/19

*Please reference the invoice number on remittance.*

*Please contact Josh Kochis at [jkochis@gpcog.org](mailto:jkochis@gpcog.org) if you have any questions.*

Helping communities thrive and prosper in the Greater Portland and Lakes Region

22

## Rosemary Roy

---

**From:** Zachary B. Brandwein <zbrandwein@bernsteinshur.com>  
**Sent:** Thursday, January 30, 2020 4:41 PM  
**To:** Rosemary Roy  
**Cc:** Shana Cook Mueller  
**Subject:** RE: Wescustogo Hall & Community Center  
**Attachments:** Private Payments Analysis - N. Yarmouth 2018 GOB.pdf

Hi Rosemary:

Attached is an analysis of the impact of the donations on the private business use of the Community Center. As a refresher, the IRS mandates that no more than 10% of the debt service on a tax-exempt bond be paid for with money from private sources and no more than 10% of the bond-financed facility be “used” by an entity other than the Town. *Both “use” and “payments” must exceed 10% for there to be a tax compliance violation.*

Here, naming the rooms will constitute private “use” and the donations will constitute private “payments”. As you will see from the analysis, the donations will not cause the Community Center to exceed the overall 10% private business use limit, but will result in 2.97% private payments over the life of the bond. To clarify, this analysis measures only the “payments” aspect of private business use. For purposes of undertaking the analysis, we assumed that the “use” side of the private business use test has been violated and more than 10% of the use of the facility is private use as a result of the donations. But, again, because the private payments remain below the 10% limit, there is not an overall private business use violation.

Moving forward, we know the Town is also planning on renting out space at the Center on a limited basis. Although these rentals would otherwise also constitute impermissible private business use, the rental policy and fee schedule we worked on together is intended to exempt this use under certain short-term exemptions available by law. The fee schedule is intended to ensure that no agreement to use the Community Center exceed 100 days and that any fees charged for use of the Community Center are generally applicable to all third-party users and that differences in fees between categories of third-party users are reasonable and listed in the fee schedule. We are happy to reexamine the fee schedule in order to ensure it meets these requirements.

The Town should still monitor and track such rentals and the payments it receives from them. And, importantly, the Town must not vary from the fee schedule or term of use arrangements we discussed in order to maintain short-term exemptions.

This is a complicated area of law and we are happy to discuss the analysis and the Town’s obligations further over the phone.

Thank you very much.

Zack

**Zachary B. Brandwein**

he/him/his pronouns

**BERNSTEINSHUR** - Attorney

207 228-7371 direct

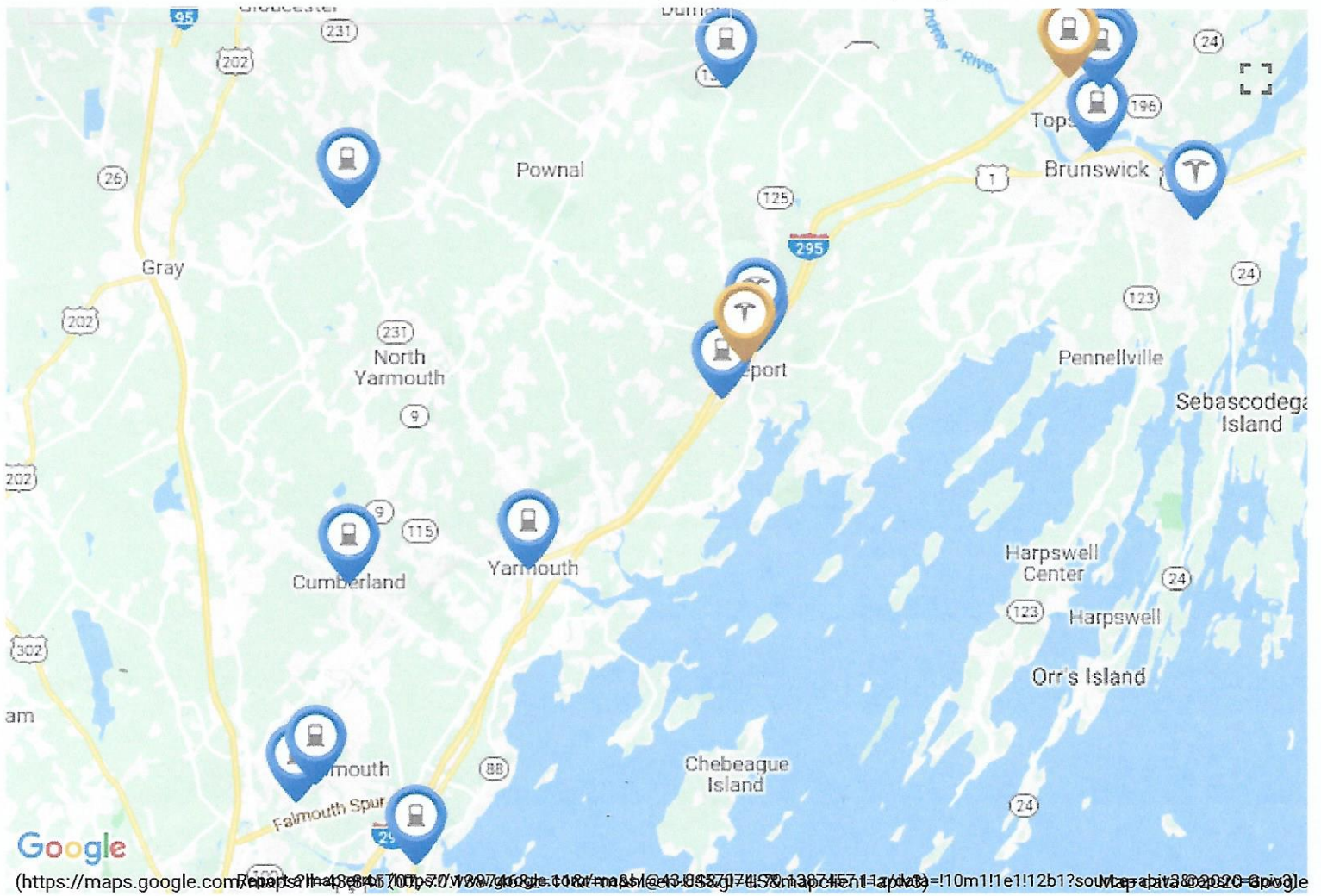
818 484-6689 mobile

## Town of North Yarmouth, Maine 2018 General Obligation Bond

### Naming Rights / Private Payments Analysis

Term Year	Calendar Year	Aggregate Bond Proceeds in a Given Term Year	Private Use Percentage Cap	Private Payments #1: Cost of Issuance	Private Payments #2: Naming Rights	Aggregate Annual Private Use	Annual Use Percentage
0	2019	\$ 57,077.86					
1	2020	\$ 285,900.00	10%	\$ 91,784.60	\$ 15,000.00	\$ 106,784.60	37.35%
2	2021	\$ 280,650.00	10%	\$ -	\$ 15,000.00	\$ 15,000.00	5.34%
3	2022	\$ 275,400.00	10%	\$ -	\$ 15,000.00	\$ 15,000.00	5.45%
4	2023	\$ 270,150.00	10%	\$ -	\$ 15,000.00	\$ 15,000.00	5.55%
5	2024	\$ 264,900.00	10%	\$ -	\$ 15,000.00	\$ 15,000.00	5.66%
6	2025	\$ 259,650.00	10%	\$ -	\$ -	\$ -	0.00%
7	2026	\$ 249,475.00	10%	\$ -	\$ -	\$ -	0.00%
8	2027	\$ 244,375.00	10%	\$ -	\$ -	\$ -	0.00%
9	2028	\$ 239,275.00	10%	\$ -	\$ -	\$ -	0.00%
10	2029	\$ 234,175.00	10%	\$ -	\$ -	\$ -	0.00%
11	2030	\$ 229,075.00	10%	\$ -	\$ -	\$ -	0.00%
12	2031	\$ 223,868.75	10%	\$ -	\$ -	\$ -	0.00%
13	2032	\$ 218,450.00	10%	\$ -	\$ -	\$ -	0.00%
14	2033	\$ 212,818.75	10%	\$ -	\$ -	\$ -	0.00%
15	2034	\$ 206,975.00	10%	\$ -	\$ -	\$ -	0.00%
16	2035	\$ 200,600.00	10%	\$ -	\$ -	\$ -	0.00%
17	2036	\$ 193,800.00	10%	\$ -	\$ -	\$ -	0.00%
18	2037	\$ 187,000.00	10%	\$ -	\$ -	\$ -	0.00%
19	2038	\$ 180,200.00	10%	\$ -	\$ -	\$ -	0.00%
20	2039	\$ 173,400.00	10%	\$ -	\$ -	\$ -	0.00%
		<b>\$ 4,687,215.36</b>					<b>2.97%</b>





**Cumberland County Commissioners**

142 Federal Street, Portland, Maine 04101

207-871-8380 • cumberlandcounty.org



**District One Neil Jamieson • District Two Susan Witonis • District Three Stephen Gorden  
District Four Thomas Coward • District Five James Cloutier**

January 15, 2020



Dear Town Manager Rosemary Roy:

At their December 9, 2019 meeting, the Cumberland County Commissioners voted to moving forward in changing the County's budget from a calendar year to a fiscal year. The County will implement this change through a six-month budget beginning January 1, 2021, ending June 30, 2021. On July 1, 2021, the County will begin a new twelve-month fiscal year budget.

Throughout 2018 and 2019, the Finance Committee - made up of elected members from the communities all over Cumberland County - reviewed the benefits of transitioning to a fiscal year and recommended making the change to the County Commissioners. The recommendation moved forward for a number of reasons: one reason was to eliminate the annual Tax Anticipation Note (TAN). With increasingly volatile interest rates, the potential cost of a TAN is ever increasing. Another reason for the change would be to provide better year-round cash flow, eliminating the need to ask some communities to pay a portion of their County Warrant early. Lastly, the County will be able to get all budget cycles on a fiscal year program. Currently the Jail and the Cross Insurance Arena are on fiscal year budget cycles, with only the County General Fund budget on a calendar year.

The County Tax for the six-month transition budget (January to June 2021) will be added to the regular county tax assessment starting July 1, 2021. A community may choose to make the payment for the six-month tax assessment in full during the first year or spread it out over two to five years. We offer this alternative in hopes of making the payment for the six-month budget assessment as painless as possible.

Each municipality must notify the County of their choice of payment plan by November 1, 2020.

The timing of this notification is very important. In order to spread the payment out over several years, the County will borrow an annual TAN to cover this expense. We will need to award the TAN by mid-January.

**This does not change the tax payment schedule for the annual county tax assessment. The regular county tax assessment will remain due on September 1st.**

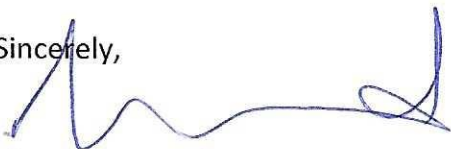
Next fall the Cumberland County Budget Committee will review a six-month budget and the fiscal year budget, holding public hearings in October and November. After these hearings, they will finalize their recommendation to the County Commissioners on the two budgets.

For planning purposes, you can take half of your town/city 2020 county tax assessment and use it as the increment due for the 2021 six month budget. The actual six-month budget should come in at less than that, because we have reduced operating cost and deferred capital expenses and loan payments until the FY2021-22 budget.

The County will be sending this letter to the Mayor/Chair and the Town/City Manager of each community in Cumberland County.

Please contact either Alex Kimball, Deputy Manager of Administration and Finance ([akimball@cumberlandcounty.org](mailto:akimball@cumberlandcounty.org))(699-1988) or James Gailey ([gailey@cumberlandcounty.org](mailto:gailey@cumberlandcounty.org)) (699-1904) with any questions.

Sincerely,



Thomas Coward  
Chairman of Board of Commissioners

Sincerely,



James H. Gailey  
County Manager

February 4, 2020

**Agenda - Section VI. Old Business**

- **By Your Side Program** - Brian Sites, VP, Business Development and Implementation of Volunteers of America Northern New England will present to the Select Board the proposed program and initial phase in the grant application. Include herein is the completed grant application benefiting three communities. North Yarmouth is the lead community on this project joined in support by our neighboring towns of Gray and New Gloucester.

*No action is needed.*

- 
- **Property Gift - Delwin Drive** – The Road Commissioner and I have discussed this property, and for reasons of location and that it is a retention pond, conclude it is in the best interest of the Town to accept this property gift.

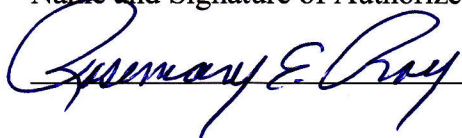
*Move to place on the Annual Town Meeting warrant for April 11, 2020, an article to accept the gift of the property being real estate tax account number 681, tax map 10, lot 86, located on Delwin Drive. Second, discussion and vote follow.*

Manager's Note: Information on the property is included herein. The owner no longer wishes to retain the property and has stated that he will take responsibility for all costs associated with the transfer of ownership. If the Select Board takes action on this matter, the Town Manager will follow through with the owner on the process going forward.

**2020 Public Service Program Application  
Cover Page**

Application Type	<input checked="" type="checkbox"/> Public Service Application		
Lead Town/City/ Agency	(Name of lead community and any additional partner communities) North Yarmouth		
Project Name	By Your Side		
Mailing Address	10 Village Square Road North Yarmouth, Maine 04097		
Project Address	10 Village Square Road North Yarmouth, Maine 04097		
Authorized Official	Rosemary Roy	Phone 207-829-3705	Email manager@ northyarmouth.org
Project Director	Brian Sites	Phone 207-373-1140	Email brian.sites@ voanne.org
Financial Contact	Brian Sites	Phone 207-373-1140	Email brian.sites@ voanne.org
Person who completed the Application	Brian Sites	Phone 207-373-1140	Email brian.sites@ voanne.org
Amount of CDBG Funds Requested	\$ 70,000.00	Total Project Budget	\$ 91,400
DUNS Number	784291411	Tax ID: 01-6000301	

Name and Signature of Authorized Official

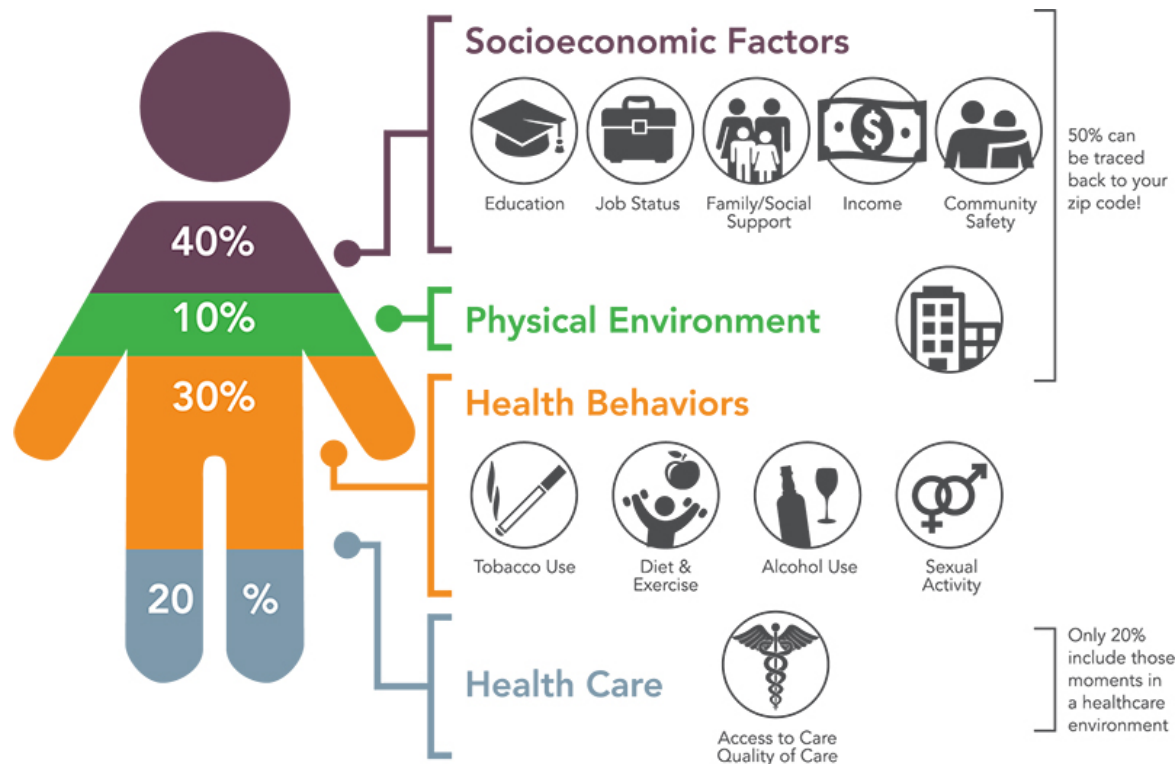
 \_\_\_\_\_

Date

1/30/20

**Project Summary**

Of the factors impacting an individual’s health, only 20% are attached to the healthcare system. The other 80%, are Social Determinants of Health (SDOH) and include socioeconomic dynamics, physical environment, and health behaviors. *By Your Side* is an innovative program model developed by Volunteers of America Northern New England (VOANNE) designed to help individuals stay healthy at home through a focus on their SDOH.



Source: Institute for Clinical Systems Improvement, *Going Beyond Clinical Walls: Solving Complex Problems* (October 2014)

The towns of North Yarmouth, Gray and New Gloucester, in partnership with VOANNE, seek to launch a 2-year pilot project to determine the individual and community impacts of *By Your Side* services. During this study, VOANNE will deploy a Community Resource Coordinator (CRC) in each community to work with residents identified as heavy utilizers of EMS and other services in their homes.

CRCs are not clinically-trained healthcare or social workers. They are culturally literate, empathetic individuals trained to build rapport and trust with residents as peers. Using a suite of evidence-based evaluation tools, resource references, and input from the VOANNE clinical support team as needed, CRCs will connect residents with the appropriate resources to help them live healthier, all the while measuring and tracking their vulnerability over time.

The CRC will be based out of the firehouse in each town one day per week and will work closely with the fire chiefs, town managers, and general assistance to track not only the health

## Multi-Jurisdictional Project: *By Your Side*

### North Yarmouth, Gray, New Gloucester, and Volunteers of America Northern New England

outcomes of the residents, but also the financial and ancillary impacts to the communities. The project is designed to track the effect of addressing SDOH and those efforts' linkage to better health outcomes, municipal impact, and potentially the impact to the broader healthcare system.

VOANNE estimates that with CDBG funding the initial year of the pilot, By Your Side has the capacity to service 15-20 residents per town. While the community-based CRC is non-clinical, By Your Side is designed to include key clinical personnel (LCSWs and compliance management) from VOANNE to monitor and help direct the CRC interactions with residents to ensure that health outcome objectives are being met. All operations, data gathering and coordination with each community will be overseen by a project development manager who will report regularly to the towns on the progress and outcomes of the project.

VOANNE is currently seeking partners and funders to expand this pilot project.

### **Identifying the Need**

*Convey the magnitude and severity of the issue to be addressed.*

Across the United States, some of our most vulnerable citizens struggle to navigate both social service supports and the health care system to get the care they need. This results in gaps in care, poor health outcomes, poor experience of the health care system and high costs to individuals, municipalities and payers of care (health insurers and health care providers). These gaps in care lead to costly and disruptive results such as avoidable emergency department (ED) visits and hospitalizations, high costs to municipalities for avoidable emergency services, and often (and regrettably) an individual's loss of ability to age at home.

From a national perspective, an estimated 13% to 27% of ED visits in the United States could be managed in physician offices, clinics, and urgent care centers, saving \$4.4 billion annually ([Weinick, et al., 2010](#)). In addition, the extent of inappropriate ambulance use ranges from 11.3% ([Billittier et al. 1996](#)) to 51.7% ([Morris and Cross 1980](#)) of calls; most estimates approximate 30%. If one third of EMS calls that require an ambulance are inappropriate, it can be extrapolated that the impact to towns the size of North Yarmouth, Gray, and New Gloucester is huge in terms of cost, which is only compounded by the rural nature and geographic spread of the residents in these communities.

What drives these gaps is a lack of alignment of incentives and focus among systems (healthcare, social service, and governments) which leads to confusion and barriers for the most vulnerable. Historically there has been a narrow focus on "healthcare" and existing health systems versus a focus on "health" and its SDOH drivers (i.e., intervention versus prevention, patient comes to healthcare versus receives home visits).

CRCs work proactively to address those SDOH needs before they turn to a crisis for residents. VOANNE works in communities all across Maine and in the agency's experience social isolation and transportation rise to the top as needs to address. What is unique about By Your Side is

## Multi-Jurisdictional Project: *By Your Side*

North Yarmouth, Gray, New Gloucester, and Volunteers of America Northern New England

that by building a peer-level relationship with the residents, CRCs will be able delve deeper into ways to improve their overall health as well as provide guidance and support when navigating care needs.

*Identify the total number of people affected by the issue.*

It is difficult to say exactly how many people in any given community is negatively impacted by SDOH. Since VOANNE does not plan to limit the project to a single group classification—like seniors or veterans, for example—any estimation of actual numbers would be speculation.

The majority of individuals who will participate in this program will likely be seniors aging in place living, on fixed incomes and individuals with behavioral, intellectual, or physical disabilities that make them particularly vulnerable to social isolation and other SDOH factors. However, the project is not limited to a specific demographic.

*Describe to what extent the project makes in the long-term measurable difference in the economic and social health of the region.*

The objective of this pilot project is to identify and measure direct impacts to the communities and the health outcomes of its residents being served. At the end of the pilot, the study report will provide not only the three partner communities with insight into how addressing SDOH for their residents impacts their towns, but also provide important information that will allow other communities to model best practices in addressing this growing need.

*How many people or households will be served by the project?*

VOANNE anticipates at the current funding level request, a 28-hour CRC will have the capacity to provide services to 15-20 people in each community, depending on their level of vulnerability. It is the intent that VOANNE will continue to seek outside funding and/or healthcare partners to increase the capacity and scope of the project.

### **Management of the Proposed Activity**

*Define who will manage the grant funded project and how they will manage it.*

VOANNE will be managing this project at multiple levels. A project development manager will oversee all aspects of grant management, employee management, data management, and coordination of project objectives with the towns. On the field operations side, CRC activities will be overseen by a CRC manager with vast experience in service coordination. In clinical support, VOANNE LCSWs will be reviewing resident notes and assisting the CRC with any clinical care concerns that may arise.

As for data collection, VOANNE will employ AASC Online with the VES-13 assessment tool. AASC will allow the CRC and the project development manager to not only track vulnerability and health outcomes over time, but also any financial impacts resulting from CRC activities.

VOANNE will also provide support for the By Your Side project across all of its administrative infrastructure: human resources, finance, compliance, and general operations.



*Explain the experience of the applicant in undertaking projects of similar complexity.*

VOANNE has 28 years of experience developing housing and creating supportive programming across Maine and New Hampshire. As a national agency, Volunteers of America is the largest purveyor of affordable senior housing in the country. In Maine, VOANNE has developed 445 units across 11 facilities and currently employs nine service coordinators (the role upon which the CRC is modeled) to service those residents.

VOANNE has deep roots in addressing complex behavioral health needs, providing both housing and 24/7 program services for individuals with severe and persistent mental illness (SPMI). In the community, VOANNE works with individuals with SPMI that live independently but need periodic assistance with daily living support services. The focus of all of these programs is to provide supportive care to the residents so that they can live safe, healthy, and stable in the community.

*Describe efforts undertaken or planned to obtain non-CDBG funds, to diminish future reliance on Cumberland County CDBG funds and continue the program without CDBG program funds.*

In 2019, VOANNE completed a feasibility study into the potential for providing community health workers in rural Maine. The outcome of that study was the By Your Side model and the development of the CRC role, based both on VOANNE's experience in service coordination and parts of other models the agency studied.

The original vision for funding a By Your Side pilot project was to go to players in the health system and fund the project using a shared savings model. After several conversations, it was clear there was interest, but without some demonstration of success, there was apprehension for investment in a social services-oriented model. One of the largest health systems in Maine asked that VOANNE launch the project first, then come back to discuss a partnership.

The agency is also meeting with foundations to gauge interest in expanding the scope of the work proposed in this project. Foundations generally want to see a demonstration of existing partnerships that can be leveraged—CDBG funding would allow VOANNE to launch this project and solidify those partnerships. VOANNE is currently in early discussions with an interested foundation based in Maine.

## **Project Readiness**

*Describe the steps that have been completed or must be completed to initiate the project.*

*These may include: community support, staffing, securing an appropriate location, marketing and networking.*

On VOANNE's part as the manager of the project, all of the needed infrastructure and support staff is currently in place. Once funding is secured, the agency would begin the process of hiring an individual for the CRC role and onboarding that person. The job description has been created, a training program is in place, and the AASC Online tool is currently licensed to the agency. The transition from funding to launch will happen quickly. Once the CRC is hired, initial

## Multi-Jurisdictional Project: *By Your Side*

North Yarmouth, Gray, New Gloucester, and Volunteers of America Northern New England

meetings with town staff will begin and project launch will officially start. It is anticipated that the CRC will start taking on residents within 30 days of launch.

On the community side, VOANNE will work with the appropriate staff to disseminate marketing materials across the appropriate departments and marketing channels. These materials have been created but will be customized for each community.

VOANNE has developed a process workflow for interaction between VOANNE project staff and the communities. See Appendix IV.

### *Describe any existing and/or potential impediments to project initiation*

VOANNE and the communities will develop a memorandum of understanding (MOU) that outlines all roles and responsibilities, as well as how all data will be shared. While there is no known issue envisioned in this process, there is complexity around HIPAA requirements. The agency and communities do not foresee this complexity as an impediment, but it is stated here as an acknowledgement that sensitive personal data will be involved in this project and it must be handled properly and in accordance with existing laws.

This project is subject to approval by each community and dates for board or council review have been set for February.

### **Implementation Schedule** (See Appendix I)

### **Budget**

The largest portion of this \$91,406 budget is accounted for in salaries and benefits of \$70,036. Details of those items are outlined in the budget document and in the matching funds page. Service fees account for \$7,175, which consists of a 2.25% fee to VOA national office and an 8% administrative fee to VOANNE. \$6500 has been allotted for transportation for both travel to and from the resident as well as client transportation for critical needs (doctor's visits, groceries, etc.). The remaining \$7695 is spread across equipment (cell phone and computer), materials/supplies (print materials, program supplies, emergency client subsidy, and software), and operations (training, IT support, and background checks). See Appendix II for the Budget.

The 20% match is documented in the match form and below is a breakout of those costs. See Appendix III for the completed Match Form.

Multi-Jurisdictional Project: *By Your Side*  
 North Yarmouth, Gray, New Gloucester, and Volunteers of America Northern New England

Administrator/Other	Service Time	Hourly Costs w/Benefits	Total Annual Costs
Town Manager	1/2 hour/week	\$ 50.00	\$ 1,300.00
Town Manager Support Staff	1/2 hour/week	\$ 18.50	\$ 481.00
Fire Rescue Chief	1 hour/week	\$ 42.00	\$ 2,184.00
Fire Rescue Chief Support Staff	1/2 hour/week	\$ 18.00	\$ 468.00
General Assistance Administrator	1/2 hour/month	\$ 56.00	\$ 336.00
<b>Total In-Kind Match--North Yarmouth</b>			<b>\$ 4,769.00</b>

Administrator/Other	Service Time	Hourly Costs w/Benefits	Total Annual Costs
Town Manager	1/2 hour/week	\$ 50.00	\$ 1,300.00
Town Manager Support Staff	1/2 hour/week	\$ 18.50	\$ 481.00
Fire Rescue Chief	1 hour/week	\$ 42.00	\$ 2,184.00
Fire Rescue Chief Support Staff	1/2 hour/week	\$ 18.00	\$ 468.00
General Assistance Administrator	1/2 hour/month	\$ 23.00	\$ 138.00
<b>Total In-Kind Match--Gray</b>			<b>\$ 4,571.00</b>

Administrator/Other	Service Time	Hourly Costs w/Benefits	Total Annual Costs
Town Manager	1/2 hour/week	\$ 43.00	\$ 1,118.00
Town Manager Support Staff	1/2 hour/week	\$ 23.00	\$ 598.00
Fire Rescue Chief	1 hour/week	\$ 38.00	\$ 1,976.00
Fire Rescue Chief Support Staff	1/2 hour/week	\$ 23.00	\$ 598.00
General Assistance Administrator	1/2 hour/month	\$ 48.00	\$ 288.00
<b>Total In-Kind Match--New Gloucester</b>			<b>\$ 4,578.00</b>

Administrator/Other	Service Time	Hourly Costs w/Benefits	Total Annual Costs
Project Development Manager	3 hours/week	\$ 48.00	\$ 7,488.00
Marketing Materials/Development	as needed	n/a	\$ -
<b>Total In-Kind Match--VOANNE</b>			<b>\$ 7,488.00</b>

TOTAL IN-KIND MATCH **21,406.00**

### **Need for CDBG Program Funds**

*Why are CDBG funds critical for the commencement and ultimate success of the project?*

*Have you, or will you, seek funds from other sources? If so, what are those funding sources?*

As stated above, VOANNE is actively seeking funding sources and partners for the expansion of this project. The difficulty to date has been demonstrating an existing project for them to be a part of. Federal and state program funding that covers home health, rural health, or any kind of in-community activity is proscriptive and tends to steer the project away from the intended model. CDBG funding is perfect for this project model because it allows the flexibility to design and implement the model, while allowing other funding sources to help expand the services being delivered.

*Have you, or will you, seek funds from other sources? If so, what are those funding sources?*

VOANNE is actively seeking funding and strategic partners via private foundations and organizations in the healthcare system.

*What is the impact on the project if CDBG funds are not received or if only partial CDBG funds are received?*

If partially funded, this project will be difficult to implement in this funding year without another yet-identified funding source.

### **Distress Score**

The distress score for this multi-jurisdictional project is a 5.

### **Multi-Jurisdictional Bonus**

*How will low/moderate income residents in each participating community benefit from the project/activity?*

Low/moderate income residents will be direct recipients of services in this project. The CRC will be building a support plan and helping the residents implement that plan will navigating the resources they need to get to better health outcomes.

*What role will each applicant community play in the project/activity?*

The role each community will play in this project will be similar. The CRCs will be based out of the firehouse in each town one day per week, so the towns are providing a limited amount of space (not a desk or phone). Each week the Fire Rescue Chiefs and their support staff will meet with the CRC to identify new residents for the project and update on progress with existing residents in the project. Town managers and their support staff will coordinate with VOANNE on project objectives as well as communicate the CRC around any community referrals that may come in through their office or through general assistance.

Appendix V is the Multi-Jurisdictional Endorsement page.

## Appendix I: Project Implementation Schedule

There are many types of projects, each with their own set of typical activities and timelines. Typical activities for Public Services include, but are not limited to:

- Procurement of facilities
- Hiring staff
- Program marketing
- Program implementation

*Your own individual project may have other activities that you'll want to identify and include.*

<b><u>Project Implementation Schedule</u></b>				
<b><u>Activity</u></b>	<b>Q #1 J – S 2020</b>	<b>Q #2 O – D 2020</b>	<b>Q #3 J – M 2021</b>	<b>Q #4 A – J 2021</b>
Contract/ Environmental Review	X			
Reporting		X	X	X
Hire CRC	X			
Develop/distribute marketing materials	X			
Initial meetings with CRC/towns	X			
CRC training	X			
First residents in project	X			
Report/review with towns	X	X	X	X
<b>Project Completed:</b>				

## Appendix II: Budget

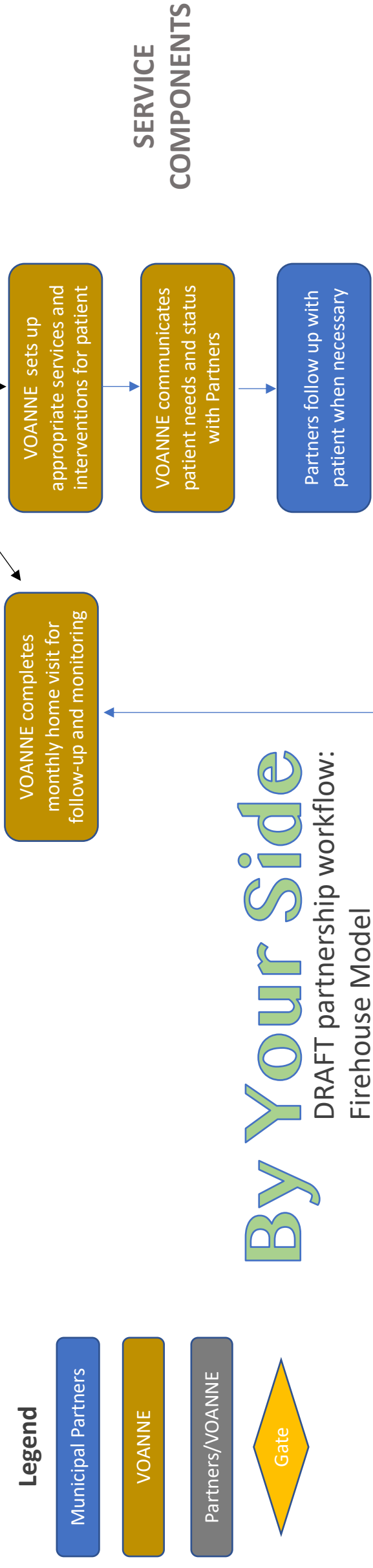
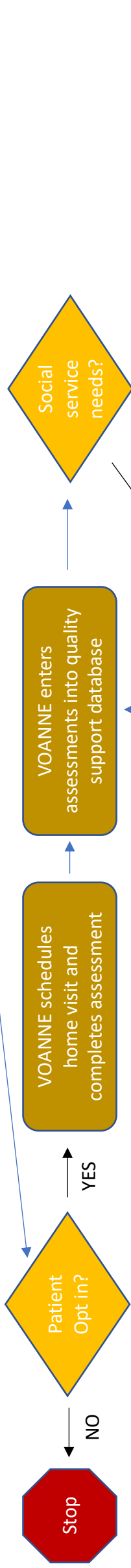
<b>Public Service Programs</b>				
<b>Cost Category</b>	<b>CDBG Funds</b>	<b>Local/State Funds</b>	<b>Federal Funds (Non-CDBG)</b>	<b>Total</b>
<b>Equipment</b>	<b>\$1,600</b>			<b>\$1,600</b>
<b>Materials/Supplies</b>	<b>\$2,895</b>			<b>\$2,895</b>
<b>Operations</b>	<b>\$3,200</b>			<b>\$3,200</b>
<b>Salaries</b>	<b>\$36,088</b>	<b>\$21,406</b>		<b>\$36,088</b>
<b>Fringe</b>	<b>\$12,542</b>			<b>\$12,542</b>
<b>Transportation</b>	<b>\$6,500</b>			<b>\$6,500</b>
<b>Consultants</b>				
<b>Space/Rent</b>				
<b>Project Management</b>				
<b>Other – 1) Service Fees</b>	<b>\$7,175</b>			<b>\$7,175</b>
<b>Other – 2)</b>				
<b>Total Costs</b>	<b>\$70,000</b>			<b>\$91,406</b>
<b>Provide the basis for determination of budget amounts:</b>				
Equipment: cell phone, computer with wireless broadband Materials: printing, marketing materials, program supplies, client subsidy, AASC Online Operations: Background checks, IT support, training Salaries: CRC 28 hours/week, CRC Mgr. 2hours/week, LCSW 2 hours/week, Compliance .5 hours/week, Project development 1 hour/week (\$21,406 is salaries in-kind for 20% match) Fringe: benefits Transportation: staff travel to/from clients, client transportation Service fees: administrative fees to VOA and VOANNE				

**Appendix III: 20% Match**

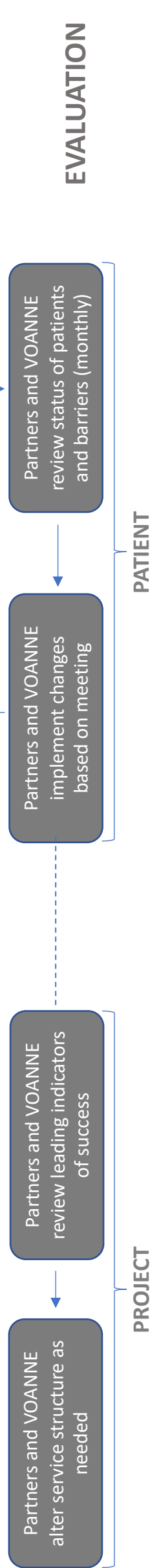
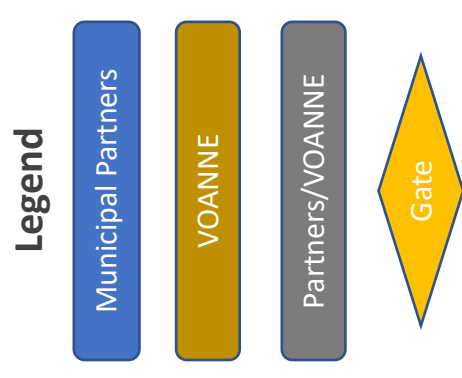
Type of Funding	Match Amount	Source of Match	How is the match calculated?	Is the match secured? Please circle yes or no.	If yes, please attach relevant documentation. <sup>1</sup>	If no, please outline and attach future steps to secure match. <sup>2</sup>
Cash	\$			Yes / No		
	\$			Yes / No		
	\$			Yes / No		
	\$			Yes / No		
In-Kind/ Donation	\$ 4769	Town of North Yarmouth	.5 hour/week: Town Migr	No		Pending select board review 2/4
	\$ 4571	Town of Gray	.5 hour/week: Support Staff 1 hour/week: FR Chief	No		Pending council review 2/18
	\$ 4578	Town of New Gloucester	.5 hour/week: FR Support Staff .5 hour/month: GA	No		Pending select board review 2/3
	\$ 7488	VOANNE		No		Secured when funding is approved
<b>TOTAL MATCH</b>						
	\$21,406					

<sup>1</sup> Please feel free to attach up to 1 page of additional documentation demonstrating secured match.

<sup>2</sup> Please feel free to attach up to 1 page explaining the future steps that will be taken to secure matches.



**By Your Side**  
 DRAFT partnership workflow:  
 Firehouse Model





**Appendix V: Multi-Community Application Endorsement**

**CUMBERLAND COUNTY COMMUNITY DEVELOPMENT PROGRAM**

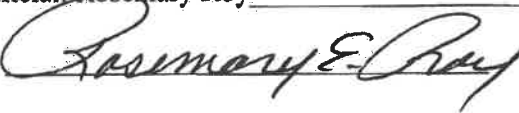
**CDBG GENERAL PROGRAM APPLICATION – 2020**

*The undersigned Town Managers are endorsing the submission of this application but no further commitment from the municipality until final approval for this project from their respective select boards or town council has been authorized. A fully executed Endorsement will be submitted once all three communities have authorized this program.*

Lead Community Applicant: North Yarmouth

Lead Community Authorized Official: Rosemary Roy

Signature of Authorized Official



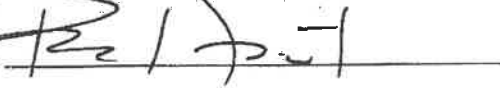
**Select Board Review Date: February 4, 2020**

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Additional Community Applicant: New Gloucester

Additional Community Authorized Official: Paul First

Signature of Authorized Official



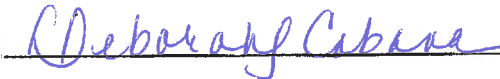
**Select Board Review Date: February 3, 2020**

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Additional Community Applicant: Gray

Additional Community Authorized Official: Deborah Cabana

Signature of Authorized Official



**Town Council Review Date: February 18, 2020 (pending confirmation)**

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**RE Account 681 Detail  
as of 01/17/2020**

Name: SEEDEX, INC,

Location: 0 DELWIN DR

Acreage: 0.5 Map/Lot: 010-086

Book Page:

2020-1 Period Due:

3) 28.67

4) 28.67

Land: 6,900

Building: 0

Exempt 0

Total: 6,900

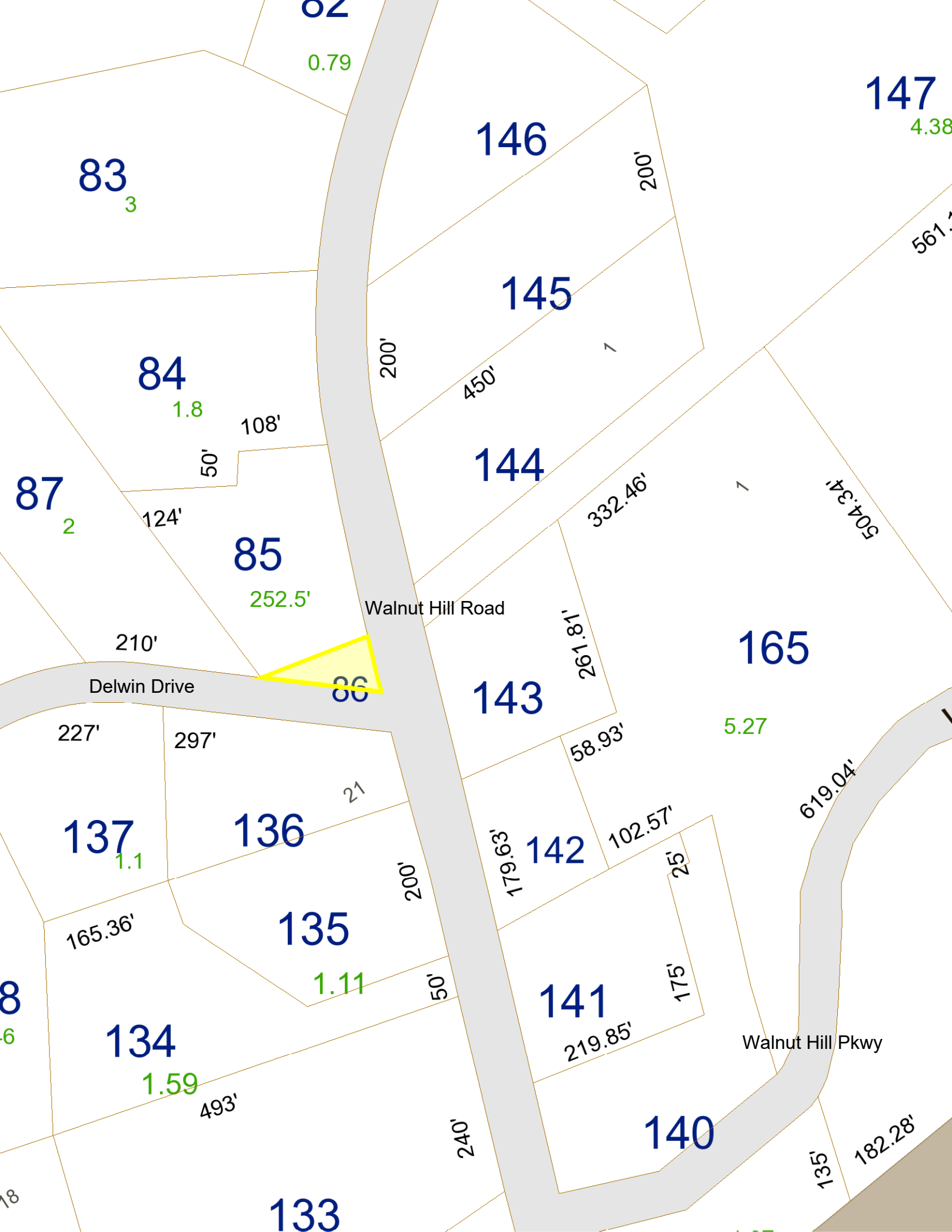
Ref1: NOTES: Small triangular

Mailing 260 PLEASANT ST

Address: YARMOUTH ME 04096

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2020-1 R				57.34	0.00	0.00	57.34
2019-1 R				0.00	0.00	0.00	0.00
2018-1 R				0.00	0.00	0.00	0.00
2017-1 R				0.00	0.00	0.00	0.00
2016-1 R				0.00	0.00	0.00	0.00
2015-1 R				0.00	0.00	0.00	0.00
2014-1 R				0.00	0.00	0.00	0.00
2013-1 R				0.00	0.00	0.00	0.00
2012-1 R				0.00	0.00	0.00	0.00
2011-1 R				0.00	0.00	0.00	0.00
Account Totals as of 01/17/2020				57.34	0.00	0.00	57.34

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.



February 4, 2020

**Agenda - Section VII. New Business**

- Special Town Meeting Warrant - *Move to sign the Special Town Meeting warrant for March 3, 2020, for purposes of electing a Select Board official.* Second, discussion and vote follow.

Manager's Note: Warrant included herein.

---

- Ordinances:
  1. New Animal Control Ordinance - Purpose: To have one ordinance directly related to Animal Control that the Animal Control Officer (ACO) can efficiently and effectively enforce the rules and regulations of the Town. The provisions of the ordinance have received a legal review. ACO Bobby Silcott will be in attendance at this meeting.

*Move to call for a public hearing on the proposed Animal Control Ordinance for February 18, 2020.* Second, discussion and vote follow.

2. Repeal of Barking Dog Ordinance - Purpose: There will no longer be a need for this ordinance as provisions are provided in the new ordinance.

*Move to place on the Annual Town Meeting warrant for April 11, 2020, an article to repeal the Barking Dog Ordinance enacted on March 11, 1983.* Second, discussion and vote follow.

3. Amendments to Park Regulations Ordinance - Purpose: The proposed changes to this ordinance (previously reviewed by the Board on December 17, 2019) have been updated to reflect the newly proposed Animal Control Ordinance. Parks & Recreation Committee Members will be in attendance at this meeting.

*Move to call for a public hearing on the proposed amendments to the Regulations for the Use of Parks and Recreation Areas Ordinance for February 18, 2020.* Second, discussion and vote follow.

Manager's Note: Materials included herein.

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- Community Center – Gymnasium Floor Covering

Discussion item: Due to the increased interest in the use of the facility for large events, the Director and I feel that it would be sensible to invest in a floor covering for the gymnasium floor to provide protection especially when taking into consideration its newness. The cost, which includes cover, cart, tape, tape gun, and shipping, is a total equalling \$5,330.00. Given the cost of this item, consensus support from the Select Board is preferred. Initially, it was thought to use funds from the Municipal Facility Reserve; however, upon further review, this item can be obtained through existing fundraising funds.



**Town of North Yarmouth, Maine  
Special Town Meeting Warrant**

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

**MUNICIPAL ELECTION NOTICE**

**GREETINGS:** You are hereby notified that the Municipal Election, set forth in Articles 1-2 of this Warrant, will be determined by secret ballot by a vote in conformity with sections 2528 to 2532 of Title 30-A of the Maine Revised Statutes, as amended, at the Wescustogo Hall and Community Center, 120 Memorial Highway, North Yarmouth, Maine on Tuesday the 3rd day of March 2020. The polls will be open between the hours of 7:00 AM and 8:00 PM.

The Registrar of Voters, Debbie Allen Grover, gives notice that the registrar’s office will be in session from 7:00 AM to 8:00 PM at the Wescustogo Hall and Community Center on Tuesday, March 3, 2020, for the purpose of registering new voters and correcting the current list of voters.

**ARTICLE 1. To choose a Moderator to preside at said Special Town Meeting and Election.**

**ARTICLE 2. To elect by secret ballot:**

- a) One (1) Selectman/Overseer of the Poor for a term ending June 30, 2022;

Given under our hands this 4th day of March 2020 at North Yarmouth, Maine.

Select Board

\_\_\_\_\_  
William Whitten, Chairperson

\_\_\_\_\_  
Steve Morrison, Vice Chair

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

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

A true copy of the warrant,

Attest: \_\_\_\_\_, Debbie Allen Grover, Town Clerk

**RETURN OF THE WARRANT**

North Yarmouth, Maine      February \_\_\_\_\_, 2020

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town qualified as herein expressed, to meet at said time and place, and for purposes therein named, by posting an attested copy of said warrant at the Town Office, North Yarmouth Variety, Ames Farm Center, Fire Rescue Station, and Toddy Brook Café in said town, being public and conspicuous places in said town, on the \_\_\_\_\_ day of February 2020, being at least seven (7) days before the meeting.

\_\_\_\_\_  
Clark Baston, Resident

# Town of North Yarmouth Animal Control Ordinance

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## I. Purpose and Authority

- A. The purpose of this chapter is to require that all animals in the Town of North Yarmouth, be always kept under control of their owner/keeper so they will not injure persons or other animals, damage property, or create a public health threat or nuisance. "Under control," as defined below, means that the animal's proper and safe activity is directed by the owner/keeper. Control is achieved by proper use of a leash or voice control.
- B. This chapter is enacted pursuant to the authority in 30-A M.R.S.A. §§ 2101 and 3001, and the purpose of this chapter is to provide regulations in addition to those contained in Title 7 of the Maine Revised Statutes Annotated with respect to controlling companion animals throughout the Town of North Yarmouth in the interest of the health, safety and general welfare of its residents.
- C. North Yarmouth Parks are for the enjoyment of North Yarmouth citizens and their guest. It is the goal of North Yarmouth that citizens can bring domestic animals to our parks for their owners' enjoyment and their animals. Priority shall always be given to citizens, wildlife, and the parks themselves. Citizens are encouraged to address issues between themselves using the rules but may report complaints to the Animal Control Officer or Town Manager.

## II. Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **Animal** - Every living, sentient creature, not a human being.
- B. **At Large/Stray** - Off the premises of the owner and not under the control of any person whose personal presence and attention would reasonably control the conduct of the companion animal. "Premises" includes residences, including land and buildings, and motor vehicles belonging to the owner or keeper of the companion animal.
- C. **Companion Animal** - A cat or a dog.
- D. **Control** - The power or ability to direct the proper and safe activity of an animal.
- E. **Dog** - A member of the genus and species known as "canis familiaris" and or a member of the genus and species known as "canis familiaris" or any canine, regardless of generation, resulting from the interbreeding of a member of canis familiaris with a wolf hybrid.
- F. **Keeper** - A person in possession or control of a dog or other animal. A person becomes the keeper of a stray domesticated animal, other than dog or livestock, if the person feeds that animal for at least ten (10) consecutive days. If a companion animal is in violation of the restrictions of this chapter, the owner of the companion animal and the keeper are jointly and severally liable for the violation.

## Town of North Yarmouth Animal Control Ordinance

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- G. **Leash** - A handheld device which can be used to restrain a companion animal if the companion animal fails to respond to voice commands. In cases where a leash is required by law or ordinance or by order of a law enforcement officer, the owner or responsible party will be required to use a leash of 15 feet or less.
- H. **Licensed Dog** - A dog whose owner or keeper has presented to Town officials, evidence that the dog has been vaccinated against rabies and has paid the annual registration fee for the dog, in compliance with Title 7, Chapter 721, § 3921, of the Maine Revised Statutes Annotated.
- I. **Owner** - A person owning, keeping, or harboring a dog or other animal.
- J. **Voice Control** - The dog returns immediately to and remains by the side of the owner/keeper in response to the owner/keeper's verbal command, whistle or hand signal. If a dog approaches or remains within 10 feet of any other person other than the owner/keeper, that dog is not under voice control and shall be deemed to be "at large," unless such person (or in the case of a minor child, an adult present with the child) has communicated to the owner/keeper by a spoken word or gesture that such person consents to the presence of the dog.

### III. Dogs at Large

- A. It is unlawful for any dog, licensed or unlicensed, to be at large, except when used for hunting. The owner/keeper of any dog found at large shall be subject to the civil penalties provided in Title 7, Chapter 719, of the Maine Revised Statutes Annotated. Dogs on public property are also subject to the regulations set forth in this Code.

### IV. Impoundment

- A. **Impoundment or Return of Companion Animals at Large** - All companion animals found at large/stray in violation to Title 7, Chapters 719 and 720, of the Maine Revised Statutes Annotated may be impounded at the animal shelter or returned to the owner, at the discretion of the Animal Control Officer.
- B. **Disposition of Impounded Animal** - An owner is entitled to resume possession of any impounded animal provided that all provisions of this chapter have been met and that all impoundment fees due under the provisions of this chapter have been paid. Any animal not claimed after the owner has been notified may be classified as an abandoned animal, and the animal's owner may be subjected to all civil penalties authorized by Title 7 of the Maine Revised Statutes Annotated.
- C. **Impoundment and Boarding Fees** - An owner may reclaim an impounded companion animal at the animal shelter by paying to the Town of North Yarmouth a fee established by order of the Town for each companion animal, plus the boarding fee established by the shelter. The shelter will collect the Town's impound fee.

# Town of North Yarmouth Animal Control Ordinance

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## **V. Animal Noise**

- A.** Except as provided in Subsections **B** and **C** below, no owner/keeper shall permit or allow any companion animal to bark, howl or make other sounds common to its species if such sounds recur in steady, rapid succession for 20 minutes or more or recur intermittently for one hour or more.
- B.** Subsection **A** shall not apply if any companion animal has legitimate cause for provocation.
- C.** Subsection **A** shall not apply to farm animals kept on a property located in North Yarmouth. For purposes of this exception, dogs are not farm animals, and kennels are not farms.

## **VI. Sanitation**

It shall be unlawful for any person who owns, possesses, controls, or keeps a dog to fail to promptly remove and properly dispose of any feces left by his/her dog on any sidewalk, street, beach, or public owned property or private property (other than the property of the owner of the dog or of a person who has consented to the presence of the dog on his/her property). This provision shall not apply to any working police dog while on duty or a disabled person who, by reason of his/her disability, is unable to remove and properly dispose of the feces.

## **VII. Possession of Leash Required**

An owner/keeper shall have a leash, as defined above, in his/her possession for each dog, which is off-leash, always, except when the dog or dogs are on the premises of the owner/keeper or other private property if permitted to be there. A leash shall not include an electronic control collar or other device.

## **VIII. Interference Forbidden**

No person shall interfere with, hinder or molest any Police Officer or Animal Control Officer in the performance of any duty of such officer, or seek release of any dog in the custody of a Police Officer or Animal Control Officer, except as herein provided.

## **IX. Commercial Businesses**

Groups or organized groups (profit or non-profit) must obtain permission from the Town Manager for use. **FEE SHALL APPLY.**

## **X. Dogs Prohibited During Certain Events**

When proper notice has been provided, dogs shall be prohibited. Proper notice shall consist of conspicuously placed signs at the entrances of and shall also consist of notice, posted at least 24 hours prior to the event, on the Town's website.



# Town of North Yarmouth Animal Control Ordinance

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## **XI. Grazing Animals**

The grazing of animals is not allowed unless the Town Manager grants permission.

## **XII. Violations and Penalties**

- A.** Any person(s) found in violation of this ordinance shall be subject to a civil penalty of not less than \$50 and not more than \$250 for the first violation and not less than \$100 nor more than \$500 for each subsequent offense.
- B.** All civil penalties collected pursuant to this chapter shall be recovered for the use of the Town of North Yarmouth and deposited in the separate account required by Title 7 of the Maine Revised Statutes Annotated.
- C.** The fine for failure to obtain a dog license shall be \$100.
- D.** A person, not previously convicted of or having paid a waiver fee for a violation under this chapter, may elect to pay a waiver fee of the minimum penalty of \$50 specified above in lieu of appearing in court to answer the citation. Such payment must be received by the office of the Town Clerk within seven (7) business days from the date the citation was issued. Upon receipt of such payment by the Town Clerk, the Animal Control Officer or Police Officer shall cause the citation to be dismissed. A person, having been previously convicted of or having paid a waiver fee for a single violation of this chapter, may elect to pay a penalty of \$100 in lieu of appearing in court to answer the citation. If a person elects to pay the minimum penalties above in lieu of appearing in court to answer the citation, and if the person is cited for a third or subsequent violation, the civil penalty for the subsequent violation shall not be less than \$100 nor more than \$500 and must be referred to court.
- E.** Domestic animals that pose a risk to citizens, other domestic animals, wildlife, or the park infrastructure may be barred from North Yarmouth parks at the Town Manager's discretion. Progressive restrictions may not be warranted.
- F.** Citizen(s) and or guest(s) of North Yarmouth found in violation of this ordinance may be barred from the use of North Yarmouth parks. Citizens may appeal ordinance enforcement restrictions to the Select Board, through the Town Manager.

**ENACTED:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**AN ORDINANCE REGULATING THE CONTROL OF  
BARKING DOGS IN THE TOWN OF NORTH YARMOUTH**

---

**ACTION AT ANNUAL TOWN MEETING APRIL 11, 2020, WOULD BE TO  
REPEAL THIS ORDINANCE.**

**I. PURPOSE**

The purpose of this ordinance is to establish control of barking dogs in the Town of North Yarmouth by their owner or keeper at all times.

This Ordinance is enacted pursuant to the authority in Title 30A M.R.S.A., Sections 2101 and 3001 and the purpose of this Ordinance is to provide regulations in addition to those contained in Title 7 M.R.S.A. Part 9, Chapter 725, with respect to controlling barking dogs throughout the Town of North Yarmouth in the interest of the health, safety and general welfare of its residents.

**II. DEFINITIONS**

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. CONTROL:** The power or ability to direct the proper and safe activity of an animal.
- B. DOG:** Any of large and varied groups of domesticated animals in the canine family.
- C. KEEPER:** A person in possession or control of an animal.
- D. NUISANCE COMPANION ANIMAL:** A dog, which by loud, frequent and continual barking, howling, or other loud or unusual noises, unnecessarily annoys or disturbs any person at any time.
- E. OWNER:** Any person, firm, association or corporation owning, keeping or harboring an animal.
- F. RESPONSIBLE PARTY:** Any person who has possession or custody of a companion animal. If a companion animal is in violation of the restrictions of this Ordinance, the owner of the companion animal and the responsible party are jointly and severally liable for the violation.

**III. ANIMAL NOISE**

- A.** Except as provided in paragraphs (B) and (C) no owner, or responsible party, shall permit or allow any dog to bark, howl or make other sounds common to its species if such sounds recur in steady, rapid succession for twenty (20) minutes or more or recur intermittently for one (1) hour or more.
- B.** Section 3-A shall not apply if any dog has legitimate cause for provocation.
- C.** Section 3-A shall not apply to farm animals kept on a property located in the Town of North Yarmouth. For purposes of this exception, dogs are not "farm animals," and kennels are not "farms."

**IV. ENFORCEMENT**

- A. Written Notice** - Upon written complaint the Animal Control Officer (ACO) of the Town of North Yarmouth or any duly qualified State or Country law

## AN ORDINANCE REGULATING THE CONTROL OF BARKING DOGS IN THE TOWN OF NORTH YARMOUTH

---

enforcement official shall investigate and may give written notice to the owner or keeper of such dog that such annoyance or disturbance must cease. The warning shall be made part of the complaint.

- B. Second Notice** - If the problem persists, the Officer shall issue a second warning to the owner or keeper. The Officer shall submit a written report to the Town Manager of findings and recommendations relating to the complaint. Upon receipt of such report and examination of the complainant the Town Manager may request an order concerning the restraint of such dog as may be deemed necessary. If the Town Manager fails to act within fourteen (14) days of receipt of said report the order is automatically vacated.
- C. Continued Disturbance** - Upon continuance of an annoyance or disturbance ordered ceased by the Town Manager, such owner shall be guilty of a civil violation and upon conviction thereof in District Court, shall be fined as identified in the Town of North Yarmouth's Fee Schedule. All fines so assessed shall be recovered for the use of the Town of North Yarmouth through District Court. Each day a violation continues to exist after notice shall constitute a separate offense.
- D. Removal of Order** - The owner or keeper of any dog that has been ordered to be restrained under this ordinance may file a request in writing with the Animal Control Officer or duly appointed Officer that the order be vacated, and after investigation by the Officer, said Officer may vacate such order if after investigation and review it is warranted. The Officer shall submit a written report of his/her investigation, recommendations, and action to Town Manager.

### IV. SEVERABILITY

The provisions of this ordinance are severable, and if any provision or part thereof shall be held invalid or unconstitutional or inapplicable to any person or circumstance, such invalidity, unconstitutionality or inapplicability shall not affect or impair the remaining provision of this ordinance.

ADOPTED: March 11, 1983

AMENDED: June 12, 2010

AMENDED: June 16, 2012

AMENDED: April 28, 2018

**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 § 2 d, 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 30<sup>th</sup> 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 1<sup>st</sup> 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**

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~~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. See ACO Sec. II~~

~~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 Memorial Highway including the boat launch;
- C. Baston Park;
- D. Sharp's Field;
- E. The Village Green;
- F. Chandler Brook Preserve;
- G. Sam Ristich Trail - 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. Knight's Pond Preserve - Specifically the North Yarmouth portion [in cooperation with the Joint Standing Committee and the Town of Cumberland](#).

**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:

- 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**

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- 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](#). 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. [See ACO Section X](#)~~
- ~~8.3 All domestic animals must be under the control of owners, leash, harness or immediate voice recall. [See ACO Section VII](#)~~
- ~~8.4 Any user must leash and or harness their domestic animal if requested to do so by another user. [See ACO Section VII](#)~~
- ~~8.5 All users shall clean up after their domestic animal. [See ACO Section VI](#)~~
- ~~8.6 Domestic animals shall not harass wildlife, the user shall leash and or harness their animal if this occurs. [See ACO Section I A.](#)~~
- ~~8.7 Damage to Parks by domestic animals shall be repaired by user or charged to user by Town. [See ACO Section I A.](#)~~
- ~~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. [See ACO Section XII E.](#)~~
- ~~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. [See ACO Section XI](#)~~

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~~8.10 Organized town events take precedence over domestic animal use, specifically off-leash or harness use. [See ACO Section X](#)~~

~~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. [See ACO Section XII F.](#)~~

**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.

[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.](#)

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[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.

[Reference: \\_ Old Town House Park Hunting Permission Regulations  
https://www.northyarmouth.org/sites/northyarmouthme/files/uploads/old\\_town\\_house\\_park\\_hunting\\_permission\\_regulations.pdf](https://www.northyarmouth.org/sites/northyarmouthme/files/uploads/old_town_house_park_hunting_permission_regulations.pdf)

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



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- 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.

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

February 4, 2020

**Agenda - Section VIII. Accounts Payable**

Item(s):

- *Move to approve accounts payable warrants 32 and 33 in the amount of \$125,561.91, as presented. Second, discussion and vote follow.*