



Thursday, May 7, 2026 | 7:00pm
American Legion Log Cabin (196 Main Street)
[Remote Access](#)
Access Code: 550-949-933
Access by Phone: [+1 \(872\) 240-3212](tel:+18722403212)

TOWN COUNCIL WORKSHOP MEETING AGENDA

NOTE: The regularly scheduled Town Council workshop meeting will begin at the conclusion of the preceding special Town Council meeting and FY26 budget public hearing.

I. ANNOUNCEMENTS & INFORMATION EXCHANGE

II. PUBLIC COMMENT PERIOD

- Item No. 1:** To hear the reports of the Council Chair, committees, delegates, liaisons, and the Town Manager.
- Item No. 2:** To consider issuance of a full-time malt, spirituous, and vinous liquor license and special amusements permit to Black Tie at Camp Hammond and Fox and Fiddle.
- Item No. 3:** To consider endorsing the *Friends of Yarmouth's* proposed rehabilitation of the East Main Street Community House and to authorize the acceptance of financial contributions from the organization to support these efforts.
- Item No. 4:** To consider amending the Contract Zone Agreement for 233 West Main Street, as recommended by the Yarmouth Planning Board, and schedule a public hearing thereon.
- Item No. 5:** To consider amendments to Chapter 701 (Zoning) of the Yarmouth Town Code to incorporate two new historic districts, six new historic sites, and two new historic objects; to revise the Demolition Delay provisions as needed; and to schedule a public hearing thereon.
- Item No. 6:** To consider amendments to Chapter 407 (Fire and Emergency Medical Service Fees), and to schedule a public hearing thereon.
- Item No. 7:** To consider endorsing the Casco Bay Trail Board of Supervisors Interlocal Agreement.
- Item No. 8:** To consider amendments to Section 3 of the Yarmouth Town Council Rules.

Item No. 9: To welcome Dany McLaughin to the Yarmouth Police Department.
(for scheduling purposes only)

Item No. 10: To consider or make Committee, Board, and Delegate appointments as may be needed.

Item No. 11: To consider or schedule other Council initiatives and requests as may be offered or introduced.

Item No. 12: To hold an executive session, if necessary

Item No. 2: To consider issuance of a full-time malt, spirituous, and vinous liquor license and special amusements permit to Black Tie at Camp Hammond and Fox and Fiddle.

Contact	Lisa Grant, Town Clerk
Recommended Action	Advance item to the May 21 st Town Council voting meeting.
Electronic Attachment	No Attachment
Process	<pre> graph LR A[Reviewed by Staff] --> B[Town Council Workshop] B --> C[Town Council Voting] </pre>

Background:


The Yarmouth Town Council is required to approve full-time malt, spirituous, and vinous liquor licenses and Special Amusement Permits as part of a local control process mandated by the State of Maine. Here's why:

- Title 28-A of the Maine Revised Statutes requires applicants for liquor licenses to receive approval from local municipal officers before the state can issue a license. This local approval is a prerequisite.
- For live entertainment—such as music, dancing, or other performances at establishments with liquor licenses—State law (Title 28-A §1054) also requires local approval through a Special Amusement Permit.
- This statutorily required process also allows the Yarmouth Town Council to ensure establishments meet local zoning and safety standards and give the public an opportunity to comment on potential impacts (e.g., noise, traffic, public safety).

Recommended Action: Advance item to the May 21st Town Council voting meeting.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff's report and initial Council questions, prior to Town Council discussion.

Item No. 3: To consider endorsing the *Friends of Yarmouth's* proposed rehabilitation of the East Main Street Community House and to authorize the acceptance of financial contributions from the organization to support these efforts.

Contact	Karyn MacNeill, YCS Director Friends of Yarmouth
Recommended Action	Advance item to the May 21 st Town Council voting meeting.
Electronic Attachment	No Attachments
Process	

Background:

The Friends of Yarmouth, a nonprofit organization formerly operating as the Yarmouth Community Center, have approached the Town with an opportunity to partner in the rehabilitation of the East Main Street Community House. This request builds on the organization’s proven track record of successful community investment and project delivery. Most notably, through a robust and well-supported capital campaign, the group raised more than \$300,000 to renovate the former Masonic bean supper hall at 20 Mill Street. That facility is now actively utilized by Yarmouth Community Services (YCS) to provide a wide range of programming serving residents of all ages.

Building on that success, the Friends of Yarmouth are seeking Town Council endorsement to undertake a similar effort at the East Main Street Community House. The proposed rehabilitation would focus on improving ADA accessibility, enhancing the functionality and capacity of the existing medical loan closet, and reconfiguring interior spaces to better accommodate a broader array of community uses. These improvements are intended to expand access, increase usability, and ensure the long-term viability of the facility as a community asset.

The requested Council endorsement would support the nonprofit’s fundraising efforts and signal municipal partnership in advancing the project. In addition, the Council is being asked to authorize the acceptance of financial contributions from the Friends of Yarmouth to support the rehabilitation. If approved, the Town would also commit appropriate staff resources to assist in managing and coordinating project implementation in collaboration with the organization.

Recommended Action: Advance item to the May 21st Town Council voting meeting.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff’s report and initial Council questions, prior to Town Council discussion.

Yarmouth Community House Renovations

A public-private partnership to create a safe, accessible, and flexible space.

179 E Main St
Yarmouth, ME 04096



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Item No. 4: To consider amending the Contract Zone Agreement for 233 West Main Street, as recommended by the Yarmouth Planning Board, and schedule a public hearing thereon.

Contact	Erin Zwirko, Planning and Development Director
Recommended Action	Advance item to the May 21 st Town Council voting meeting.
Electronic Attachment	No Attachments
Process	<pre> graph LR A[Reviewed by Committee/ Staff] --> B[Town Council Workshop] B --> C[Town Council Voting] style B fill:#1a3d54,color:#fff </pre>

Background:

During their February 11, 2026, meeting, the Yarmouth Planning Board considered a proposed amendment to the Contract Zone Agreement (CZA) for 233 West Main Street, a historically significant property known as the Captain Reuben Merrill House, and voted to recommend that the Town Council approve the amendment.

Originally established in 2011, the CZA allowed for commercial use of the property in exchange for certain conditions, including a historic preservation easement and a requirement to establish a pedestrian trail connection across the site. Over time, circumstances have changed: the preservation easement is no longer in effect following the departure of Maine Preservation as a tenant, and the proposed trail connection was ultimately deemed infeasible and replaced with alternative community trail investments.

In response, the property owner requested an amendment to remove the pedestrian easement requirement. After review, the Planning Board determined that eliminating this condition would not negatively impact the public good or conflict with the Town’s Comprehensive Plan. At the same time, the Board emphasized the importance of maintaining and strengthening historic preservation protections for the property.

Accordingly, the Planning Board voted unanimously to recommend that the Town Council approve the amendment, subject to two key conditions: removal of the pedestrian easement provision and revision of the agreement to better reflect and reinforce historic preservation objectives.

Recommended Action: Advance item to the May 21st Town Council voting meeting.

NOTE: *Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff’s report and initial Council questions, prior to Town Council discussion.*



YARMOUTH MAINE

**Planning Board Recommendation
Amendment to the Contract Zone Agreement for 233 West Main Street
Prepared by: Erin Zwirko, Director of Planning & Development
Planning Board Action: February 11, 2026**

On February 11, 2026, the Planning Board made the following motion and vote:

On the basis of the application, plans, reports and other information submitted by the applicant, and the findings and recommendations contained in Planning Board Report dated February 5, 2026 for an Amendment to a Contract Zone Agreement pertaining to 233 West Main Street, Merrill Chapin, applicant, Map 46 Lot 87, the Planning Board finds that amending the Contract Zone Agreement, subject to the following conditions, is consistent with the Yarmouth Comprehensive Plan and continues to advance the public good, and therefore recommends that the Town Council amend the Contract Zone Agreement subject to the following conditions:

1. Strike Section 2D, the sections referring to the pedestrian easement; and,
2. That the Planning Board directs the Town, through the appropriate staff, to update the language of the CZA to better reflect the historic preservation language contained within the easement.

Such motion moved by Matt Schumacher, seconded by Kelly Williams, and voted 4 in favor, zero opposed (Cameron, King, and Rizkallah absent).

I. Introduction and Background

In 2011, the Town of Yarmouth and Merrill Chapin executed a Contract Zone Agreement (CZA) regarding the property at 233 West Main Street to support the use of the commercial use of the property in exchange for a historic preservation easement on the property as well as other conditions. The resulting action of the CZA was to rezone the property to Village 1, which was subsequently rezoned as the CD4 when the Character Based Development Code was adopted. The CZA is attached, and it is noted that it was never actually recorded in the Cumberland County Registry of Deeds.

The residence at 233 West Main Street is the Captain Reuben Merrill House, built in 1858. The residence is listed on the National Register of Historic Places and is locally designated as a Landmark per Chapter 701, Article X. The property is approximately 3.5 acres.

The residence was built for Captain Reuben Merrill, who died at sea prior to the completion of the residence. The residence was designed by architect Thomas J. Sparrow. It is a grand house featuring a hipped roof with four chimneys, a bracketed cornice, and bold pilasters and a



balustrade above the front entrance. It retains its intricately detailed cast iron fence. It is listed on the National Register due criteria A and criteria C, referencing both the maritime history of the area and the residence's architecture

II. Amendment to the Contract Zone Agreement

On January 12, 2026, Ms. Chapin requested that one of the conditions, unrelated to the historic preservation of the property, be removed from the CZA. The specific condition (Condition 2d) reads:

CHAPIN shall grant to the Town of Yarmouth, a pedestrian easement of no less than 15 foot in width to create a walking or bicycle connection from West Main Street across the subject parcel and connecting to lands now or formerly owned by Webster Realty Trust (Tax Map 46 Lot 93), a currently undeveloped parcel off Sligo Road forming the easterly boundary line of the subject parcel. The exact location of the pedestrian easement to be negotiated and established at a later date, including relocation of the pathway from time to time should the agreed upon location become an unreasonable hindrance or burden to allowed uses on the property such as, but not limited to, agricultural uses and activities, landscaping, community gardening, and other uses or activities not in conflict with the historic preservation objectives of the property. This obligation to grant a pedestrian easement shall not be in effect until and unless the Town of Yarmouth can secure a formalized grant of pedestrian on or over the adjacent lands of the Webster Realty Trust.

Please note that the abutting property referenced in the condition is now the Village Run subdivision, which was renumbered by the Assessor to Map 46 Lot 105. Several years after the CZA was executed, the Village Run Subdivision was approved by the Planning Board in 2015, with the condition:

The applicant shall provide a public access easement across lot 18 to the Chapin property; The process for locating a potential trail from Village Run to West Main Street across the Chapin property will be deferred for 12 to 18 months, until the roads and infrastructure of Village Run are substantially complete, at which time the Town Planning Office will convene the developer, the property owners of the Chapin property and all abutters thereto, and other stakeholders as determined by the Planning Office, to consider whether and where such trail will be created. Any aggrieved party to such decision may appeal to the Planning Board.

Meetings were convened in 2018 and in 2019 with the various stakeholders as noted in the condition above. Ultimately, the decision was made that the trail connection from West Main Street across Ms. Chapin's property connecting to Magnolia Lane, in the vicinity of 122 Magnolia Lane, would not be built and the developer would make a payment in lieu to support the construction of trails elsewhere. The decision of that stakeholder group is documented in the attached email sent by former Town Planner, Alex Jaegerman.

As the trail connection will never be built, Ms. Chapin requests that the condition be removed from the CZA.

III. Discussion

As described in Article IV.V of Chapter 701, the use of a CZA acknowledges that strict compliance with the Zoning Ordinance may preclude "*creative, safe and sensible land uses and development which would otherwise advance the goals of the Comprehensive Plan and the public health, safety and general welfare.*" The CZA will contain provisions to ensure that the development, if approved, will mitigate any project impacts, and improve the immediate area and its infrastructure and results in *public good*. To demonstrate *public good*, the Planning Board often considers whether positive impacts from the proposed development will accrue to the larger community.

The Planning Board considered whether the removal of the condition impacts the public benefit resulting from the CZA and consistency with the comprehensive plan:

a. Public Benefit

The Planning Board found that Ms. Chapin’s request to remove the condition for a trail connection is not detrimental to the public. Even in the CZA condition, the public benefit of the trail connection appears to be secondary to activities occurring on the property.

Setting aside the question of the trail, the Planning Board noted that the historic preservation element of the CZA was only effective when Maine Preservation was the tenant in the building. Maine Preservation choose to no longer have permanent office space at some point during the pandemic, which ended the historic preservation easement attached to the CZA. In effect, the CZA was moot, but for the trail connection.

The Planning Board debated whether there is a public benefit for the CZA to remain in place allowing the zoning of the property to continue as CD4. If the CZA were terminated entirely through the removal of the trail condition, the property’s zoning designation would return to Medium Density Residential (MDR). As noted in the introduction, the residence at 233 West Main Street is listed on the National Register of Historic Places and designated locally as a Landmark per Chapter 701, Article X. Locally, via the designation as a Landmark, offers some protection, namely that the structure could not be torn down without review under Chapter 701, Article IX, but is not permanently protected. Further, multifamily housing or commercial operations on the property that could be allowed under CD4 would be subject to Site Plan Review, allowing for additional review. The Planning Board understands Ms. Chapin’s desire for the property to remain as is (i.e., the structure within the context of the property) and directed the Town Staff to rework the CZA to better meet the goals of the Town and Ms. Chapin related to the historic nature of the property.

As such, the attached draft amended CZA removes the condition for the trail and incorporates the prohibited acts and uses from the moot historic preservation easement that would ensure that the historic structure remains in its context. The Town Staff are also aware of Ms. Chapin’s desire to preserve elements inside the house, and she is working toward additional preservation agreements with other properties. Town staff have advised her that the CZA is not the right method to protect the interior of the structure.

b. Comprehensive Plan Analysis

The 2010 Comprehensive Plan, which was effective at the time the CZA was executed, placed a high level of emphasis on walking and biking connections through the Village and the surrounding residential neighborhoods. It is likely that this emphasis led to the inclusion of the trail connection condition in the CZA, as a way to prompt discussion on this topic in future land use decisions, as was done during the Village Run subdivision review. The Planning Board noted that the 2024 Comprehensive Plan places a similar emphasis on connectivity through the residential neighborhoods of the community.

Ultimately, the convened stakeholder group did not agree to construct a trail due to, in part, opposition from abutting neighbors. Further, the payment in lieu funding was used to develop a trail connection between West Main Street and Magnolia Drive on Town-owned property, providing access to the so-called sledding hill. There is also a bicycle and pedestrian connection between Magnolia Drive and Deacon Road as required by the Village Run subdivision approval. With no party calling for another trail leading to the same general area, it appears that keeping the condition in the CZA is unnecessary and not in conflict with the Comprehensive Plan.

Turning to historic preservation, the main objective on Historic and Archaeological Resources is to “protect to the greatest extent practical the significant historic and archaeological resources in the community.” The amended CZA achieves this objective by further protecting the structure within its context on West Main Street. This includes prohibiting subdivision of the property and maintaining the view of the structure and property from West Main Street. Going beyond this basic, but important statement, the zoning designation as CD4 ensures that the reuse of the structure as more than a single-family home could be available to Ms. Chapin or future owners, such as for office use, an event space, or even a multifamily residence. By supporting future uses at the property, especially for economic development or housing purposes, without impacting the historic nature of the structure and property, the proposed CZA is consistent with the Comprehensive Plan.

IV. Planning Board Action

On February 11, 2026, the Planning Board made the following motion and vote:

On the basis of the application, plans, reports and other information submitted by the applicant, and the findings and recommendations contained in Planning Board Report dated February 5, 2026 for an Amendment to a Contract Zone Agreement pertaining to 233 West Main Street, Merrill Chapin, applicant, Map 46 Lot 87, the Planning Board finds that amending the Contract Zone Agreement, subject to the following conditions, is consistent with the Yarmouth Comprehensive Plan and continues to advance the public good, and therefore recommends that the Town Council amend the Contract Zone Agreement subject to the following conditions:

1. Strike Section 2D, the sections referring to the pedestrian easement; and,
2. That the Planning Board directs the Town, through the appropriate staff, to update the language of the CZA to better reflect the historic preservation language contained within the easement.

Such motion moved by Matt Schumacher, seconded by Kelly Williams, and voted 4 in favor, zero opposed (Cameron, King, and Rizkallah absent).

Attachments:

1. Draft Amended Contract Zone Agreement
2. 2011 Contract Zone Agreement, 233 West Main Street

CONTRACT ZONE AGREEMENT AMENDMENT

This Agreement made this ___ day of _____, 2026, by and between the Town of Yarmouth, Maine, a municipal corporation with a place of business at 200 Main Street in Yarmouth, County of Cumberland, State of Maine (hereinafter the "Town") and Merrill Chapin of Phippsburg, Maine, owner of property at 233 West Main Street in Yarmouth (hereinafter referred to as the "Chapin").

WHEREAS, Chapin, the Town, and Maine Preservation entered into a Contract Zone Agreement, dated April 27, 2011, which was never recorded at the Cumberland County Registry of Deeds, regarding the tenancy of Maine Preservation at 233 West Main Street in Yarmouth, Maine, known as the Captain Reuben Merrill House, and designated as Map 46 Lot 87 of the Assessors tax maps comprising approximately 3.5 acres with a building and improvements thereon (the "Lot"), and

WHEREAS, Maine Preservation is no longer a tenant on the property and the property is currently being used as a single-family residential structure with an accessory dwelling unit, and

WHEREAS, the historic preservation easement attached to the Contract Zone Agreement was only in effect during Maine Preservation's tenancy on the property, and

WHEREAS, Chapin has requested to remove the condition requiring a pedestrian easement constructed on the property as no pedestrian connection will be made to the adjacent residential subdivision known as Village Run, and

WHEREAS, the Town supports the historic preservation of the structure as evidenced in Chapter 701, Article X, Historic Preservation Advisory Ordinance, in which the property is designated as a local historic landmark, and,

WHEREAS, the Town supports maintaining the CD4 (formally Village I) zoning designation of the property to support future housing and economic development options, and

WHEREAS, the Yarmouth Town Council voted to amend the Contract Zone Agreement as documented in Town Council Order _____, taken _____;

NOW, THEREFORE, in consideration of the authorization of the Yarmouth Town Council to amend the Contract Zone Agreement (attached as Exhibit A), Chapin and Town agree to strike and replace paragraphs 2, 3, and 4 as follows:

2. CONDITIONS OF AGREEMENT

Chapin for herself or her heirs or assigns hereby covenants and agrees that the use, occupancy and/or development of the Lot will, in addition to other applicable provisions of law, ordinance or regulation, be subject to the following restrictions and conditions on the sale, occupancy and resale:

- a) Chapin agrees at all times to maintain the buildings in the same or enhanced structural and exterior condition and state of repair as that existing on the effective date of this Amendment. Chapin's obligation to maintain shall require preservation, restoration of original features, replacement, repair, and reconstruction by Chapin whenever

necessary to preserve the building in substantially the same or enhanced structural condition and state of repair as that existing on the date of this Amendment. Chapin's obligation to maintain shall also require that the Lot's landscaping be maintained in good appearance with substantially similar or enhanced plantings, except for removal of cedars in front of the building, vegetation, and natural screening to that existing on the effective date of this Amendment. The existing lawn areas shall be maintained as lawns, regularly mown. The existing meadows and open fields shall be maintained as meadows and open fields, regularly cut to prevent the growth of woody vegetation where none currently grows. Subject to the provisions in paragraph 3, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the building whenever necessary materially in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Building (36 CFR 67), as these may be amended from time to time (hereinafter the "Secretary's Standards"), and

- b) The following acts or uses are expressly prohibited:
- i. The building shall not be demolished, removed or razed, except as provided in Yarmouth Zoning Ordinance, Chapter 701, Articles IX and X, of the Town of Yarmouth Code of Ordinances,
 - ii. Nothing shall be erected or allowed to grow on the Lot that would impair the visibility from street level of the Lot and the building,
 - iii. No camping accommodations or mobile homes shall be erected or placed on the Lot,
 - iv. The dumping or storage of any extraneous, unsightly or offensive materials is prohibited on the Lot,
 - v. The Lot shall not be divided or subdivided in law or in fact and the Lot shall not be devised or conveyed except as a unit,
 - vi. No above ground utility transmission lines, except the replacement of existing line or the stringing of new lines alongside existing lines, may be created on the Lot, subject to utility easements already recorded,
 - vii. Subject to the maintenance covenants of paragraph a above, no features located within the building shall be removed, demolished, or altered if they would harm or compromise external features otherwise subject to review under the Yarmouth Zoning Ordinance, Chapter 701, Articles IX and X, of the Town of Yarmouth Code of Ordinances, and
 - viii. No dormer or skylight shall be constructed.

3. TERM

The term of this Agreement shall be from the date first named above until terminated or modified by the parties hereto, their successors or assigns.

- a) Termination shall be by agreement of Town and Chapin, her successors or assigns. Upon termination of the Agreement, all lawfully existing development and uses on the Lot may continue as existing non-conforming uses of the Lot under the laws and regulations then in effect, but may not be enlarged, and
- b) Nothing herein shall be construed to terminate or extinguish any terms, provisions, covenants, or warranties expressed or implied in any instrument of title, deed, or ownership of the Lot. All such terms, provisions, covenants or warranties, which are not inconsistent with the terms of this Agreement, shall survive the expiration of this Agreement, as applicable.

4. BREACHES AND ENFORCEMENT

- b) Chapin hereby agrees that the above stated restrictions, provisions, conditions, covenants and agreements, including all conditions of approval and restrictions incorporated herein by attachment or reference, are made an essential part of this Agreement, shall run with the subject premises, shall bind Chapin, their successors and assigns, to or of said property or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of, and be enforceable by, the Town, by and through its duly authorized representatives.
- c) Chapin hereby agrees that if it, or any person claiming under or through it, shall at any time violate or attempt to violate, or shall omit to perform or observe any one or more of the foregoing restrictions, provisions, conditions, covenants, and agreements, the Town shall have, without limitation, the following remedies, which may be exercised by the Town.
 - i. The Town of Yarmouth shall have the right to prosecute violations of this Agreement against Chapin committing the violation in the same manner that it is authorized to prosecute violations under Chapter 701 Section VI of the Zoning Ordinance of the Town of Yarmouth in effect at the time of said violations. For the purposes herein, a violation of this Agreement shall be deemed a violation of said Zoning Ordinance and shall be subject to the penalty provisions of said Ordinance in effect at the time of violation. Each day that a violation is permitted to exist after notification of the same pursuant to said Ordinance shall constitute a separate offense.
 - ii. The Town of Yarmouth shall have the right to institute any and all actions or proceedings, including the right to enforce all the terms and provisions of this Agreement by injunction, legal and equitable actions and all other lawful processes for the enforcement of the same.
 - iii. No penalties shall be assessed against Chapin after Chapin has transferred all right and interest in the subject property provided that all conditions which are construed to constitute a violation arose after the transfer or sale of the property to a

successor. But, this shall not be deemed to waive and condition of approval or rights of enforcement against such subsequent Owner (Subsequent Owner), nor shall this be construed to relieve Chapin of any obligation or term of this agreement regardless of when such default, omission, or breach is first discovered.

- d) The Town further agrees that the failure of the Town of Yarmouth to object to any violation, however long continued, or to enforce any restrictions, provisions, conditions, covenant, or agreement contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to any breach or violation occurring prior or subsequent thereto.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

By: Merrill Chapin

Witness:

STATE OF MAINE
Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named Merrill Chapin and acknowledged the foregoing instrument to be her free act and deed in her capacity.

Before me,

Notary Public

Printed Name:

My Commission Expires:

By: Town of Yarmouth, Maine

Witness:

Scott LaFlamme, Town Manager

STATE OF MAINE
Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named Scott LaFlamme, Town Manager of the Town of Yarmouth, and acknowledged the foregoing instrument to be the free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Notary Public

Printed Name:

My Commission Expires:

DRAFT

CONTRACT ZONE AGREEMENT

This Agreement made this ^{27th} day of April, 2016, by and between the Town of Yarmouth, Maine, a municipal corporation with a place of business at 200 Main Street in Yarmouth, County of Cumberland, State of Maine (hereinafter the "TOWN") and Merrill Chapin of Phippsburg, Maine, owner of property at 233 West Main Street in Yarmouth (hereinafter "CHAPIN"), and Maine Preservation, a private, not-for-profit historic preservation Institution (hereinafter referred to as "MP").

WITNESSETH:

WHEREAS, CHAPIN is the owner of record of land and buildings in Yarmouth's Medium Density Residential District (MDR) designated as Map 46 Lot ~~86~~^{*87} of the Assessor's tax maps ^{3.5} comprising an single-family dwelling and accessory structure(s) on approximately ~~one and eight-tenths (1.8)~~ ^{three and five tenths (3.5)} acres, more or less, of land (the "Lot") at 233 West Main Street which MP proposes to rent from CHAPIN to locate its administrative offices and headquarters; and

WHEREAS, the TOWN endorses the mission and purposes of MP and seeks to assist MP and CHAPIN enter into a rental agreement to which will serve both the administrative facility needs MP and all CHAPIN to secure the responsible and professional historic preservation services and stewardship for the home, (commonly known as the "Captain Reuben Merrill House"); and

WHEREAS, use of the property for professional offices is not permitted in the MDR District under Yarmouth Zoning Ordinance (Chapter 701 of the Yarmouth Town Code), and

WHEREAS, pursuant to Title 30-A MRSA, Section 4352(8) and Chapter 701, Article IV Section V of the Yarmouth Town Code, application was made for contract zoning authorization to amend the official zoning map for the subject parcel from MDR to "Village I" where professional business offices are permitted;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the authorization of the Yarmouth Town Council to change the zoning district designation for the subject parcel from MDR to Village I, the TOWN, CHAPIN and Maine Preservation agree as follows:

1. ZONING CONSIDERATIONS

The parties mutually agree that the subject parcel shall be "re-zoned" to the Village I designation and all terms, provisions, rights, and obligations of the Village I district shall apply to the parcel as currently exist or may be amended from time to time, except as specifically modified hereinafter. Nothing herein shall prevent or limit, in any way, the legislative authority of the Yarmouth Town Council or the Yarmouth Town Meeting from revising the official zoning map or text or otherwise exercising the powers and authorities of Maine local government under enabling law or local Charter provisions.

2. PERMITTED ACTIVITY/USE- CONDITIONS OF AGREEMENT

CHAPIN for herself or her heirs or assigns, including but not limited to MP as tenant, hereby covenants and agrees that the use, occupancy and/or development of the Lot will, in addition to other applicable provisions of law, ordinance or regulation, be subject to the following restrictions and conditions on the sale, occupancy and resale:

- a) The owner shall convey to Maine Preservation a historic preservation easement for the Captain Reuben Merrill House providing that the significant historic architectural features and details of the property shall be preserved and protected in conformance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, maintained by the National Park Service, and
- b) So long as MP shall occupy the property as tenant or owner, in part or in whole, MP shall provide reasonable opportunities for public viewing and educational highlighting of the property and its historic features at reasonable times, all subject to the need for MP to conduct its business affairs without unreasonable disruption or security exposures, and
- c) So long as MP shall occupy the property as tenant or owner, in part or in whole, MP shall cooperate with the TOWN and the Yarmouth Historical Society to provide public educational programs on historic preservation, and advice on such topics as historic preservation, funding, stewardship, appreciation, inventorying of historic properties, economic development and adaptive use of buildings, within the scope of MP's existing programs and statewide mission, and
- d) CHAPIN shall grant to the Town of Yarmouth, a pedestrian easement of no less than 15 foot in width to create a walking or bicycle connection from West Main Street across the subject parcel and connecting to lands now or formerly owned by Webster Realty Trust (Tax Map 46 Lot 93), a currently undeveloped parcel off Sligo Road forming the easterly boundary line of the subject parcel. The exact location of the pedestrian easement to be negotiated and established at a later date, including relocation of the pathway from time to time should the agreed upon location become an unreasonable hindrance or burden to allowed uses on the property such as, but not limited to, agricultural uses and activities, landscaping, community gardening, and other uses or activities not in conflict with the historic preservation objectives of the property. This obligation to grant a pedestrian easement shall not be in effect until and unless the Town of Yarmouth can secure a formalized grant of pedestrian on or over the adjacent lands of the Webster Realty Trust.

3. TERM

The term of this Agreement shall be from the date first named above until terminated or modified by the parties hereto, their successors or assigns.

- a) This Agreement may be terminated by agreement of all of the parties hereto during the time that MP is a tenant of any portion of the Lot. Thereafter, termination shall be by agreement of Town and Chapin. Upon termination of the Agreement, all lawfully existing development and uses on the Lot may continue as existing non-conforming uses of the Lot under the laws and regulations then in effect, but may not be enlarged,

increased or extended except as provided generally for non-conforming uses of structures and land at that time.

- b) Nothing herein shall be construed to terminate or extinguish any terms, provisions, covenants, or warranties expressed or implied in any instrument of title, deed, or ownership involved in or arising out of the Project. All such terms, provisions, covenants or warranties, which are not inconsistent with the terms of this Agreement, shall survive the expiration of this Agreement, as applicable.

4. **BREACHES AND ENFORCEMENT**

- a) CHAPIN hereby agrees that the above stated restrictions, provisions, conditions, covenants and agreements are made an essential part of this Agreement, shall run with the subject LOT, shall bind CHAPIN, her heirs and assigns, in ownership to or of said LOT or any part thereof or any interest therein, and any party in possession or occupancy of said LOT or any part thereof, and shall inure to the benefit of, and be enforceable by, the TOWN, by and through its duly authorized representatives.
- b) MP hereby agrees that the above stated restrictions, provisions, conditions, covenants and agreements are made an essential part of this Agreement, shall be binding upon MP or any successor or assigned organization with a similar mission or purpose of preservation of historic properties in Maine. Failure or refusal to comply with the obligations of MP shall be deemed a violation of the land use ordinances of the Town of Yarmouth and enforceable against MP and/or CHAPIN.
- c) CHAPIN AND MP each agree that if she/it, or any person claiming under or through her/it, shall at any time materially violate or attempt to materially violate, or shall omit to perform or observe any one or more of the foregoing restrictions, provisions, conditions, covenants, and agreements, the TOWN shall have, without limitation, the following remedies, which may be exercised by the TOWN:
 1. The Town of Yarmouth shall have the right to prosecute material violations of this Agreement in the same manner that it is authorized to prosecute violations under the Zoning Ordinance of the Town of Yarmouth in effect at the time of said violations. For the purposes herein, a material violation of this Agreement shall be deemed a violation of said Zoning Ordinance and shall be subject to the penalty provisions of said Ordinance in effect at the time of violation. Each day that a violation is permitted to exist after notification of the same pursuant to said Ordinance shall constitute a separate offense.
 2. The Town of Yarmouth shall have the right to institute any and all actions or proceedings, including the right to enforce all the terms and provisions of this Agreement by injunction, legal and equitable actions and all other lawful process for the enforcement of the same.
 3. No penalties shall be assessed against CHAPIN after CHAPIN has transferred or assigned all rights and interest in the property, or against MP after it has vacated the property, provided that all conditions which are

construed to constitute a violation arose after the transfer, assignment or sale of the Lot by CHAPIN to a successor or the vacating of the property by MP. This provision shall not be deemed to waive any condition of approval or rights of enforcement against such subsequent owner nor shall this be construed to relieve CHAPIN or MP of her/its obligations with respect to any violation of the Agreement that occurred prior to the transfer, assignment, or sale of the property, regardless of when such default, omission, or breach is first discovered.

- d) The failure of the Town of Yarmouth to object to any violation, however long continued, or to enforce any restrictions, provisions, conditions, covenant, or agreement contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to any breach or violation occurring prior or subsequent thereto.

6. FUTURE EXERCISE OF LEGISLATIVE ACTION

The parties hereto hereby agree that nothing in this Agreement shall be construed so as to preclude the future exercise of the Town of Yarmouth's legislative authority relative to the zoning of the subject parcel. In the event that the zoning of said parcel (or any portion thereof) is changed by the Town Council, the contracted use outlined above, subject to the restrictions, provisions, conditions, covenants, and agreements contained in this Agreement, shall be allowed to continue as a nonconformity or nonconforming use, whichever the case may be, in accordance with the provisions of the Zoning Ordinances may be in effect at the time of said zone change governing the same.

7. WAIVER OF CHALLENGE

The parties hereto agree, for themselves, their successors and assigns, to waive any and all rights to challenge the validity of Town Council Order No. 10, taken Aug 23, 2010 authorizing this Agreement or the terms of this Agreement.

8. SEVERABILITY

The parties hereto hereby agree that if one of the restrictions, provisions, conditions, covenants, and agreements, or portions thereof, contained in this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portion hereof.

9. APPLICABILITY OF ORDINANCES

Except as expressly modified herein, the use and occupancy of the subject parcel shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Yarmouth and any applicable amendments thereto or replacement thereof.

8. SEVERABILITY

The parties hereto hereby agree that if one of the restrictions, provisions, conditions, covenants, and agreements, or portions thereof, contained in this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portion hereof.

9. APPLICABILITY OF ORDINANCES

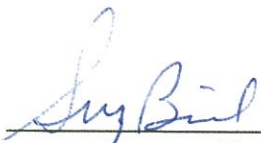
Except as expressly modified herein, the use and occupancy of the subject parcel shall be governed by and comply with the provisions of the Zoning Ordinance of the Town of Yarmouth and any applicable amendments thereto or replacement thereof.

I N WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.



Witness

Merrill Chapin

BY: Merrill Chapin


BY: Suzanne Bard
Witness

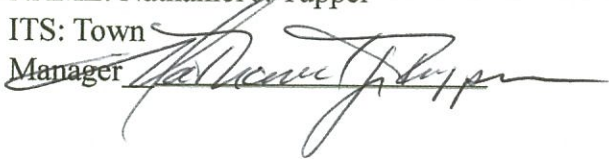
MAINE PRESERVATION


NAME: Gregory Paxton
ITS: Executive Director

Ruth A. Bennett
BY: Ruth A. Bennett
Witness

TOWN OF YARMOUTH, MAINE

NAME: Nathaniel J. Tupper
ITS: Town
Manager



STATE OF MAINE
~~CUMBERLAND~~ COUNTY, ss.
SAGadahoc

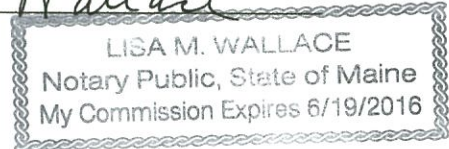
On April 22, ~~2010~~²⁰¹¹, personally appeared before me, Merrill Chapin in her said capacity and acknowledged the foregoing to be her free act and deed.

Before me,

Lisa M. Wallace

Notary Public

Printed Name:



STATE OF MAINE
CUMBERLAND COUNTY, ss.

On April 27th, ~~2010~~²⁰¹¹, personally appeared before me Gregory Paxton, Executive Director of Maine Preservation, in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of said Maine Preservation.

Before me,

Aimee C. Gallant-Bruns

Notary Public

Printed Name: AIMEE C. GALLANT-BRUNS

AIMEE C. GALLANT-BRUNS
Notary Public, Maine
My Commission Expires March 1, 2018

STATE OF MAINE
CUMBERLAND COUNTY, ss.

On April 27, 2010, personally appeared before me Nathaniel J. Tupper, as Town Manager of the above-named Town of Yarmouth, a Maine municipal corporation, in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of said Town of Yarmouth.

Before me,

Ruth A. Bennett

Notary Public

Printed Name: RUTH A. BENNETT

Notary Public, Maine
My Commission Expires November 15, 2013

Appendix A

PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT DEED, made this 24th day of April, 2011, by and between Merrill Chapin ("Grantor") having a mailing address of 62 Rivers Neck Phippsburg, ME 04502, and MAINE PRESERVATION ("Grantee"), a Maine nonprofit corporation having a current mailing address of 500 Congress St., 2nd Floor Portland, ME 04101, and a future mailing address of 233 W. Main St., Yarmouth, ME 04096

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property of the Reuben Merrill House at 233 W. Main Street, located in Yarmouth, County of Cumberland and State of Maine, more particularly described in **Exhibit A** attached hereto and incorporated herein (hereinafter "the Property"), said Property including the following structure (hereinafter "the Building"):

The principal building consisting of the main block of the house including basement, four-over four rooms with a central stair and attic above plus the attached ell including two bay garage and a two-story apartment above (hereinafter collectively, "the Building"); and

WHEREAS, Grantee is authorized to accept preservation easements to protect property significant in national and Maine history and culture under the provisions of Title 33 M.R.S.A. section 1551 *et seq.* (hereinafter "the Act");

WHEREAS, Grantee is a publicly supported, 501(c)(3) tax-exempt, non-profit organization whose primary purposes include the preservation and conservation of sites, building and objects of national, state and local significance and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter, "the Code");

WHEREAS, the Property is of recognized historical or architectural significance;

* WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Property;

WHEREAS, the Property's conservation and preservation values are documented in a report and photographs (hereinafter, "Baseline Documentation") incorporated herein by reference, photocopies of portions of the Baseline Documentation are attached hereto as **Exhibit B**, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the date of this grant (and in the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control);

□ **WHEREAS**, Grantor and Grantee have acknowledged the Baseline Documentation of the Property by initialing each page thereof, with copies thereof retained by each party, with the copy retained by Grantee filed at its place of business.

WHEREAS, the grant of a preservation easement by Grantor to Grantee on the Property will assist in preserving and maintaining the Property and its architectural, historic and cultural features for the benefit of the people of the Town of Yarmouth, County of Cumberland, the State of Maine, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation easement (hereinafter, the "Easement") in gross on the Property during the tenancy of the Grantee at the said Property pursuant to the Act;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the applicable provisions of the Act and the Code, Grantor does hereby grant and convey unto the Grantee for the duration of Grantee's tenancy of the Property a preservation easement in gross upon and over the Property described in **Exhibit A**.

PURPOSE

1. □ Purpose. It is the Purpose of this Easement to assure that the architectural, historic, and cultural features of the Property will be retained and maintained substantially in their current condition, for preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's preservation and conservation values.

GRANTOR'S COVENANTS

2.1 □ Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times to maintain the Building in the same or enhanced structural and exterior condition and state of repair as that existing on the effective date of this Easement. Grantor's obligation to maintain shall require preservation, restoration of original features, replacement, repair, and reconstruction by Grantor whenever necessary to preserve the Building in substantially the same or enhanced structural condition and state of repair as that existing on the date of this Easement. Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good appearance with substantially similar or enhanced plantings, except for removal of cedars in front of the building, vegetation, and natural screening to that existing on the effective date of this Easement. The existing lawn areas shall be maintained as lawns, regularly mown. The existing meadows and open fields shall be maintained as meadows and open fields, regularly cut to prevent the growth of woody vegetation where none currently grows, Subject to the casualty provisions of paragraphs 7 and 8, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building whenever necessary materially in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Building (36 CFR 67), as these may be amended from time to time (hereinafter the "Secretary's Standards").

The exterior and interior elements, features, characteristics and aspects of the Building specifically to be protected and preserved, which are documented in a series of photographs in , are as follows:

- a) *All facades of the Building.* The term “façade” shall include, without limitation, doors, door frames, windows, window sashes, window frames and casings, storm windows, shutters, moldings, hardware and fixtures, siding materials, foundation stones, and decorative elements.
- b) *Roof profiles and roofing and flashing materials of the Building, and the widow’s walk and its railings and other features.*
- c) *Chimney profiles and materials of the Building.*
- d) *Exterior paint and the color of the Building.*
- e) *Interior features, including historic doors; door frames; window casings; moldings; hardware; fixtures; flooring; plaster walls; the mural on the sun porch; ceilings; stairways, balustrades and railings; fireplaces, inserts and mantels; built-in cabinets and bookcases; other historic features, defined as 50-years old or older, kitchen excepted.*

2.2 Grantor’s Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) The Building shall not be demolished, removed or razed except as provided in paragraphs 7 and 8;
- (b) Nothing shall be erected or allowed to grow on the Property that would impair the visibility from street level of the Property and the Building;
- (c) No other building or structures, camping accommodations or mobile homes, shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers;
- (d) The dumping or storage of any extraneous, unsightly or offensive materials is prohibited on the Property;
- (e) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit;
- (f) No above ground utility transmission lines, except the replacement of existing line or the stringing of new lines alongside existing lines, may be created on the Property, subject to utility easements already recorded;
- (g) Subject to the maintenance covenants of paragraph 2.1 hereof, no features located within the Building shall be removed, demolished, or altered if they would harm or compromise external features otherwise protected by this Easement; and

(h) No dormer or skylight shall be constructed.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee, Grantor shall not undertake any of the following actions:

- (a) Increase or decrease the height of, make additions to, change the exterior construction materials or colors of, or move, improve, alter, reconstruct or change the facades (including fenestration) and roofs of the Building;
- (b) Remove or destroy the woodwork, hardware, and fixtures protected by this easement as documented in the Baseline documentation;
- (c) Change the floor plan of the Building or Ancillary Structures or engage in any activity that compromises their structural stability;
- (d) Place on or affix to the Property or paint onto the Building signs, billboards, or other advertising displays including directional, interpretive, or designation signs used to enhance the historical understanding of visitors to the Property. Exceptions are such plaque permitted under paragraph 19 of this easement and a sign stating solely the address of the Property and/or a temporary sign to advertise the sale or rental of the Property;
- (e) Make permanent substantial topographical changes, such as by example excavation for the construction of roads and recreational facilities;
- (f) Cut down, or otherwise remove live trees located within existing lawn areas, excepting the cedars in front of the building or cut down or otherwise remove live trees located outside the existing lawn areas, meadows and open fields for the purpose of conducting commercial timber production;
- (h) Move any of the building from their present location, unless such moving is required by a taking by eminent domain;
- (i) Restore plantings documented to have been historically maintained on the Property; or
- (j) Install satellite dishes or other antennae on the Property.
- (k) Installation of insulation in the Building or making other energy-improvement-related changes or changes to the surfacing on the interior or exterior of the Building shall not be permitted without Grantee's prior written consent and such installation shall not disturb, damage or destroy the features protected by this easement as documented in the Baseline documentation;

3.2 Review of Grantor's Requests for Approval. Grantor shall submit to Grantee for Grantee's approval of those conditional rights set out at paragraph 3.1 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within 30 (thirty) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within 45 (forty-five) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted. Grantee may also recommend contractors, subcontractors or other providers to perform any work on the Building and may oversee the work of such providers.

4. Standards for Review. In exercising any authority created by this Easement to inspect the Property or the interior of the Building; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Secretary's Standards. If changes proposed by the Grantor have been previously approved by the State Historic Preservation Officer of Maine or the National Park Service, and evidence of such approvals along with a copy of the proposed changes are submitted to the Grantee, such changes will be deemed approved by the Grantee, which approval shall be confirmed in writing by the Grantee upon the request of Grantor.

5. Public Access. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the exterior and interior of the Building on the Property by special appointment at various times and intervals during each year. The general public shall have access to the Property to view the exterior features herein protected at the Grantee's reasonable discretion at various times and intervals during each year at times both desirable to the public and convenient with the Grantees. Nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Property and the Building from the street level or other public rights of way.

GRANTOR'S RESERVED RIGHTS

6. Any right not expressly granted by Grantor in this Easement is reserved to Grantor.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing at the same time Grantor notifies its insurance carrier, such notification including what, if any, emergency work is anticipated. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to

Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and the Grantee, which report shall include the following:

- (a) An assessment of the nature and extent of the damage;
- (b) A determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) A report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of Grantee, alter, demolish, remove or raze one or more of the damaged Building, and/or construct new improvements on the Property, and this Easement shall be released by the Grantee as it pertains to such portion of the Building, and Grantee shall execute and deliver to the Grantor acknowledged evidence of such release.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 9, Grantor and Grantee are unable to agree that the Purpose of the Easement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration as provided in paragraph 15 below.

9. Insurance. Grantor shall keep the Property insured by an insurance company rated "AA" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor and shall include contractually liability coverage for the indemnity in paragraph 10 of this Agreement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for fifteen (15) days prior notice of cancellation to Grantee. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a bona fide mortgage nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

10. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance or material or waste; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by the negligence or intentional misconduct of Grantee or any agent, trustee, employee or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property, which lien may be foreclosed in the same manner as a mortgage. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded bona fide mortgage .

11. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor, any payment relating to taxes, assessments, water and sewer charges and other governmental or municipality charge, fine, imposition or lien asserted against the Property and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property with the same effect and priority as a mortgage and which lien may be foreclosed in the same manner as a mortgage. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded bona fide mortgage.

ADMINISTRATION AND ENFORCEMENT

12. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be sent by overnight courier, facsimile transmission, postage prepaid, registered or certified first-class mail with return receipt requested, or hand delivered; if to Grantor, then at 2 Rogers Neck, Yarmouth, ME, and if to Grantee, then to 233 W. Main Street, Yarmouth, Maine 04096. Each party may change its address set forth herein by a notice to such effect to the other party.

13. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly, but in no event more than thirty (30) days, furnish Grantor with certification that, to Grantee's actual knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status



of this Easement to the extent of Grantee's actual knowledge thereof; provided, however, that if the request for certification for compliance is made in connection with a pending sale of the Property, Grantee shall provide the certification within fifteen (15) days of written request therefore.

14. Inspection. Grantee shall have the right to inspect any work performed on the Property, including the interior and exterior of the Building, to verify that the work is in compliance with this Easement. Grantee shall have the right to conduct inspections, the frequency of which shall be in Grantee's discretion, during periods of renovation or reconstruction or if inspection reveals structural unsoundness or a violation of this Easement, in which event, inspections may continue as necessary until the condition is abated. Grantor agrees to permit Grantee free access to all areas of the Property. Grantee may, at any inspection performed pursuant to this paragraph, take photographs and video of the Property to document its condition. The failure of the Grantee to exercise this right of inspection for any period of time, however, shall under no circumstances be construed as a waiver of such right.

15. Remedies.

a. In the event that the Grantee, upon inspection of the Property, finds a violation of this Easement, the Grantee shall in writing notify the Grantor of such violation, together with a recommendation as to how the violation may be cured. Such notice shall also inform the Grantor as to the time period in which such violation must be cured, which time period must be such as to afford a reasonable time to cure. In the event that the Grantor contests either the existence of the violation or the length of time in which to remedy it, Grantor shall notify Grantee in writing, and if the parties cannot agree, either party shall have the right to submit the matter to arbitration within thirty (30) days by sending written notice to the other party within said thirty (30) day period naming an arbiter and requesting the other party to name an arbiter. The other party shall have thirty (30) days from the receipt of such notice to name a second arbiter; if it shall fail to name a second arbiter within such thirty (30) day period, the first party shall be entitled to name the second arbiter. A third arbiter shall be selected by the other two arbiters within thirty (30) days after the naming of the second arbiter. The three arbiters shall conclude the arbitration within one hundred and twenty (120) days of the date on which the third arbiter is named. A decision by a majority of the arbiters shall control. Arbitration shall be the sole and exclusive remedy of the parties with respect to disagreements over the existence of a violation or the length of time in which to cure such violation. Subject to the foregoing, the arbitration shall be conducted pursuant to the Maine Arbitration Act, 14 M.R.S.A. § 5927-5949.

b. In the event Grantor does not comply with Grantee's recommendation or, if the matter has been arbitrated under Paragraph 15(a) above, or Grantor has not complied with the arbiters' recommendation within the stated period, Grantee shall send a formal notice of default to Grantor and record such notice at the Cumberland County Registry of Deeds. After such recording, Grantee may either (1) seek an injunction from a court of competent jurisdiction (and be entitled to recover any attorney's fees and costs incurred in connection therewith) or (2) enter upon and into the Property and the Building on the Property and effect the repairs, replacements, or other work necessary to cure the violation. Grantee shall perform only such repairs, replacements, or other work as is reasonably necessary to preserve the protected element, feature, and aspect of the Property which has been the subject of the violation under this Paragraph 15 and shall use its best efforts to have any such work done at a reasonable cost.

Upon completion of repairs or other work, Grantee shall notify Grantor in writing of the amount due and shall record such notice at said Registry. If Grantor does not pay Grantee within thirty (30) days after the date of such notice, Grantee may, forty-five (45) days after the date of such notice, record a notice of lien on the Property at said Registry. These costs shall constitute a lien which shall be in the nature of a mortgage and enforceable as such until Grantee is repaid in full for all costs. This lien, to which Grantor hereby agrees in advance to be subject, shall be for the unpaid amount of the cost of repairs or other work, plus interest at an annual rate on the unpaid balance equal to the Prime Rate as set forth in the *Wall Street Journal* or the base rate on corporate loans posted by at least 75 percent of the Nation's largest thirty (30) banks at the time such lien is recorded, and the costs of enforcement including without limitation any reasonable attorneys' fees incurred by Grantee in connection with any actions taken by Grantee pursuant to this Paragraph 15. Grantee as the holder of the lien shall have all of the rights of a mortgagee to secure payment of such unpaid amounts plus interest, including but not limited to the right to foreclose. Nothing contained herein shall limit Grantee's right to enforce Grantor's payment obligation under this paragraph by direct suit against Grantor without recourse to the aforesaid lien.

c. Any lien which may arise pursuant to this Paragraph 15 shall be subject to and subordinate to any first mortgage of record held by a bank, savings and loan association, trust company, credit union, insurance company, or other institutional lender to the extent of the amount stated in such mortgage as being secured by it.

d. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other permitted remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time. This right of enforcement shall be as provided by this Paragraph 15 and pursuant to 33 M.R.S.A. §§ 1551, et seq.

16. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice where compliance is required by law.

17. Right of First Refusal. Grantor hereby grants to Grantee a right of first refusal on the Property as follows: in case of any contemplated sale of the Property or any portion thereof by Grantor, the right of first refusal as to any bona fide offer of purchase must be given to Grantee by written notice of such contemplated sale to Grantee, which notice shall include a copy of the bona fide offer. If Grantee so decides to purchase, it shall notify Grantor of its willingness to buy upon materially the same terms as said bona fide offer within thirty (30) days of receipt of written notice of such bona fide offer. Failure of Grantee to notify Grantor of its intention to exercise this right of first refusal within such thirty (30) day period shall free Grantor to sell the Property pursuant to the bona fide offer, but not on terms and conditions any less favorable to Grantor. Grantee may, in its discretion, waive its right of first refusal in writing, upon written receipt of such bona fide offer. Any waiver, whether or not deemed by failure to respond or expressly provided in writing, shall only apply to the contemplated sale pursuant to the

bona fide offer and this right of first refusal shall continue to apply to subsequent sales of the Property or any portion thereof. The foregoing right of first refusal shall not apply, however, to any foreclosure sale of a mortgage held by an institutional lender; provided, however, that the right of first refusal shall continue as to any subsequent sale of the Property.

18. Plaque. Grantor agrees that Grantee may, in its discretion, install and maintain a plaque on the Property, which plaque shall not exceed four (4) square feet in size, giving notice of the significance of the Property and the existence of this Easement.

BINDING EFFECT; ASSIGNMENT

19. Runs with the Land. Except as provided in paragraphs 8 and 23.2, the obligations imposed by this Easement shall be effective throughout the tenancy of the Grantee and shall be deemed to run as a binding servitude with the Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this Easement after such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment. Grantee may, at its discretion, convey, assign or transfer this Easement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under Section 170(h) of the Code, as amended, and under 33 M.R.S.A. Sections 1551, et seq., whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Easement was granted will continue to be carried out.

21. Recording and Effective Date. Grantee shall provide a copy of this Easement to the Town of Yarmouth in Cumberland County, Maine. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is signed.

22. Condemnation. If the Property, or any substantial portion thereof, shall be completely taken by eminent domain, the Grantee shall have the right to enter its name as an additional party in eminent domain proceedings and receive such award as may be made to Grantee by condemning authority or other court or tribunal.

INTERPRETATION

23. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This Easement is executed in two counterparts, one of which is to be retained by Grantor and the other, after a copy is provided to the Town, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart held by the Town shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

(c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns for the duration of the occupancy of the property by Maine Preservation to each term of this Easement whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall co-operate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation.

(e) If any term, covenant, provision, phrase or other element of this Easement is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of this Easement.

AMENDMENT

24. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c) (3) of the Code and the laws of the State of Maine. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and cultural values protected by this Easement. A copy of any such amendment shall be



provided to the Town of Yarmouth, Maine. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. □□

□ TO HAVE AND TO HOLD, the said Preservation Easement, unto the said Grantee and its successors and permitted assigns for the term of its tenancy.

□ IN WITNESS WHEREOF, Grantor and the duly authorized Executive Director of Grantee have set their hands under seal on the days and year set forth below.

WITNESS: □ □ □ GRANTOR:

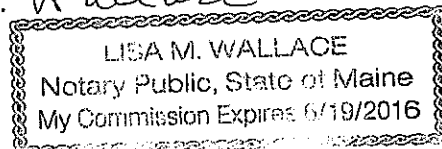
Merrill Chapin □ □ Merrill Chapin
□ □ □ □ name

ATTEST: □ □ □ □ GRANTEE:
□ □ □ □ MAINE PRESERVATION

Gregory B. Paxton □ □ By: Gregory B. Paxton
□ □ □ □ Its duly authorized Executive Director
State of Maine
County of _____, 2011

Personally appeared before me the above-named Merrill Chapin and acknowledged the foregoing to be her free act and deed.

□ □ □ □ LISA M. WALLACE
□ □ □ □ Print name:
□ □ □ □ Title:
State of Maine
County of Cumberland □ □ □ April 20, 2011
SAGadahol



Personally appeared before me the above-named Gregory B. Paxton, Executive Director of Maine Preservation as aforesaid, and acknowledged the foregoing to be his/her free act and deed in said capacity and the free act and deed of said corporation.

□ April 27, 2011 COUNTY OF CUMBERLAND
STATE OF MAINE
□ □ □ □ Aimee C. Gallant-Bruns
□ □ □ □ Print name: AIMEE C. GALLANT-BRUNS
□ □ □ □ Title:

AIMEE C. GALLANT-BRUNS
Notary Public, Maine
My Commission Expires March 1, 2018

Meeting: No. 4-10/11 (Special)
Date: August 23, 2010
Time: 7:30 A.M.
Place: Town Hall

TOWN OF YARMOUTH

MINUTES OF YARMOUTH TOWN COUNCIL MEETING

Roll Call of Members P = Present A = Absent T = Tardy

P Erving Bickford, 23 Westcustogo Road
A Jeffrey Darrell, Chair, 208 Bayview Street
P Thomas Renehan, 11 Winter Street
P William Schaffer, 20 Center Street
P Timothy Sanders, 474 Lafayette St
P Carl Winslow, West Main St
P Steve Woods, 64 Glen Road

The meeting was called to order at 7:00 P.M. with Thomas Renehan presiding. Roll call was taken. Approved minutes of meeting No.1-10/11 Thursday July 1, 2010 (5-0, Shaffer abstained), No. 2-10/11 Monday July 19, 2010 (6-0) and Special meeting No. 3 Monday July 27, 2010 (5-0, Renehan abstained)

Item No. 10: Amendments to Chapter 701 (Zoning) & the Official Zoning Map

Be it ordained by the Yarmouth Town Council in town council assembled that Chapter 701 of the Yarmouth Town Code (Zoning) and the Official Zoning Map is hereby amended as per the drafts presented at this meeting dated 8/23/2010, with the following corrections. A copy of the draft shall be attached to the minutes of this meeting.

Correction 1- Article IV T (General Development) list of permitted uses at section "g" shall be read to include "Inns, motels and hotels".

Correction 2- Article IV T (2) (b) shall be read in the final three words as "...whichever is smaller taller".

(6-0) effective in 45 days or upon approval from the State.

* **Item No. 11:** Contract Zone Agreement (233 West Main St)

Be it ordained by the Yarmouth Town Council in town council assembled that Chapter 701 of the Yarmouth Town Code (Zoning) is hereby amended by a contract zoning agreement with Merrill Chapin and Maine Preservation 233 West Elm St (Map 46 Lot 86) is hereby approved as detailed in a draft agreement presented at this meeting, a copy of which to be attached to the minutes of this meeting.

(6-0)

*not done as of 8/17/10
signed 4/27/11
*Main
**87
JSD*

Item No. 12: Appointments

Energy Conservation Committee:

David Craig, term to expire 2012 (fill in M. Innes term)

Bruce Bickford, term to expire 2013 (vacancy)

(6-0)

Adjourned a 7:59 PM

Respectfully submitted,

Jennifer S. Doten

Town Clerk

Item No. 5: To consider amendments to Chapter 701 (Zoning) of the Yarmouth Town Code to incorporate two new historic districts, six new historic sites, and two new historic objects; to revise the Demolition Delay provisions as needed; and to schedule a public hearing thereon.

Contact	Erin Zwirko, Planning and Development Director
Recommended Action	Advance item to the May 21 st Town Council voting meeting.
Electronic Attachment	No Attachments
Process	<pre> graph LR A[Reviewed by Staff] --> B[Town Council Workshop] B --> C[Town Council Voting] </pre>

Background:

During their March 25, 2026, meeting, the Yarmouth Planning Board considered proposed amendments to Chapter 701, Articles IX and X, and the Demolition Delay Overlay Zone to support the designation of additional historic resources within the community.

The proposed amendments would establish two new historic districts (Gilman Road and Pleasant Street), designate six historic sites and two historic objects, and incorporate a series of minor, non-substantive updates to the Town’s historic preservation ordinances. These changes are intended to implement priorities identified in the Historic Preservation Plan and the 2024 Comprehensive Plan, strengthen protections for historic resources, and improve clarity and consistency within the ordinance framework.

The Planning Board reviewed the proposal through multiple workshops and a public hearing process and determined that the amendments are consistent with the Comprehensive Plan and advance the community’s historic preservation goals. Accordingly, the Board voted unanimously (6-0) to recommend that the Town Council adopt the proposed zoning text amendments and associated updates to the Demolition Delay Overlay Zone.

If approved, the amendments will expand the Town’s recognized historic resources and refine the regulatory and advisory framework used to guide preservation efforts while supporting compatible future development.

Recommended Action: Advance item to the May 21st Town Council voting meeting.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff’s report and initial Council questions, prior to Town Council discussion.



YARMOUTH MAINE

Planning Board Recommendation

Various Amendments to Chapter 701, Articles IX and X, and the Demolition Delay Overlay Zone to Incorporate 2 Historic Districts, 6 Historic Sites, and 2 Historic Objects

Prepared by Erin Zwirko, Director of Planning and Development

Planning Board Action: March 25, 2026

On March 25, 2026, the Planning Board made the following motion and vote:

On the basis of the application, plans, reports and other information submitted, and the findings and recommendations contained in Planning Board Report dated March 19, 2026, for amendments to Chapter 701, Articles IX and X, and to the Demolition Delay Overlay Zone, to adopt two new historic districts, six historic sites, and two historic objects and to make non-substantial housekeeping amendments, the Planning Board finds that the amendments are in conformance with the Yarmouth Comprehensive Plan, and therefore recommends that the Town Council adopt the zoning text amendments and amendment to the Demolition Delay Overlay Zone

Such motion moved by Kelly Williams, seconded by Ian Cromarty, and voted 6 in favor, zero opposed (Rizkallah absent).

I. Introduction and Background

Following the establishment of the Historic Preservation Committee (HPC), the HPC immediately identified an early priority to establish two additional historic districts in the area of Pleasant Street, Lafayette Street, and Gilman Road, which is supported by the [Historic Preservation Plan](#), adopted in 2020 and updated in 2025, as well as the [2024 Comprehensive Plan](#). Beginning in 2024, HPC and the Department worked with two historic preservation experts to compile historic research and survey information. The research and survey information allowed the HPC to update the Historic Preservation Context Statement and move forward with developing the boundaries of the new districts and identifying the contributing and non-contributing resources within those districts, as well as reflecting on the ordinances and recommend amendments to Chapter 701, Zoning, Articles IX and X.

The HPC has nominated and the Planning Board recommends two historic districts, two historic objects, and six historic sites for designation:

- Gilman Road Historic District;
- Pleasant Street Historic District;
- King's Highway Mile Marker 137;
- King's Highway Mile Marker 138;
- Old Ledge Cemetery;
- Pioneer Burying Ground;
- Riverside Cemetery;
- Holy Cross Cemetery;
- Old Baptist Meetinghouse Cemetery; and
- Larrabee's Landing.

The updated [Historic Context Statement](#) provides an overview of these districts, objects, and sites and the updated [Architectural Survey Matrix](#) provides more detailed information on the structures and sites located within the proposed districts.

Chapter 701, Article X, Historic Preservation Advisory Ordinance, identifies the process to designate new historic resources within the community in Appendix 3. The HPC held a workshop and public hearing, on October 29 and November 17, respectively. [The HPC's workshop and public hearing can be viewed online.](#)

The Planning Board held workshops on January 28 and February 25, 2026. The January workshop featured an overview of the historic resources in the applicable areas. The February workshop featured an overview of the proposed amendments to Chapter 701, Article IX and X, and the Demolition Delay Overlay Zone. The Planning Board held a public hearing on March 25, 2026, to issue this recommendation to the Town Council.

[The Planning Board's workshops and public hearing can be viewed online.](#)

II. Proposed Historic Districts

The updated [Historic Context Statement](#) provides an overview of these districts, objects, and sites and the updated [Architectural Survey Matrix](#) provides more detailed information on the structures and sites located within the recommended districts.

Gilman Road Historic District

The proposed Gilman Road Historic District encompasses the third, and earliest permanent, European settlement in Yarmouth that began around 1715. Little remains of this settlement, except for the Pioneer Burying Ground, Old Ledge Cemetery, the Reverend Ammi R. Cutter House of 1730 at 60 Gilman Road, the Samuel Stubbs House of 1773 near the intersection of Gilman and Princes Point Roads, and the site of the seventeenth century Larrabee's Landing. The settlement stopped growing in the late 18th and early 19th centuries as people moved inland and settled near the intersection of Main and Bridge Streets.

While religious and industrial activities became centered in the Upper and Lower Villages in the early 19th century, the Gilman Road area remained agricultural. Today, the Gilman Road Historic District retains much of its rural and agricultural character, with houses, barns and structures associated with farming set among rolling coastal land and fields.

The period of significance is from the founding of the third European settlement of 1715 through 1940, when shipbuilding and related maritime industries had ceased, transportation by trolley and automobile were available, and farming and agriculture in this area shifted toward suburban development.

Pleasant Street Historic District

The houses along Pleasant Street were largely built in the mid-19th century as homes for the owners and workers at the shipyards and related businesses along the Royal River waterfront. Shipbuilding became a major industry in Yarmouth during the early 19th century, when the wharves were extended and the town raised funds to dredge the harbor and build a channel and breakwater, reaching its high point between 1850-75.

While the majority of the buildings along Pleasant Street date from the shipbuilding period, there are several interesting exceptions. An original stone mile marker placed in 1761 along the Old King's Highway from Boston to Machias survives embedded in the retaining wall in front of 155 Pleasant Street, marking Mile No. 138, one mile north of the similar mile marker No. 137 at 671 Lafayette Street

The two cemeteries at the foot of Smith Street overlook the harbor. In 1869, the Riverside Cemetery, established along the bluff overlooking the Royal River, was dedicated as a Civil War Memorial. In 1916, the

Catholic Church bought land adjacent to Riverside to create Holy Cross Catholic Cemetery, which was laid out by landscape architect Carl Rust Parker

The Period of Significance for the Pleasant Street Historic District is from 1760 through 1940. The 1761 markers, and the 1780-1800 period when the shift inland from the early settlement on Gilman Road began, mark the early phases. In 1925, the last ship was built in Yarmouth, thus marking the end of the shipbuilding era. Despite the loss of this economic activity, the combination of the presence of the trolley line until 1933, the beginnings of expanded automotive tourism in the area, and further development in the Lower Village, which has a 1940 era of significance terminal date, lead us to a logical termination end date for this District of 1940.

III. Recommended Amendments

The following tables outline the recommended amendments and provide a brief explanation of the recommended amendments, organized by article. In general, the suite of amendments are non-substantial and are focused on incorporating the proposed nominations.

Chapter 701, Article IX, and Demolition Delay Overlay Zone	
Recommended Amendment	Explanation
Updating applicability to address designated historic resources that may be 75 years or older, but not located in the Demolition Delay Overlay Zone	In some cases, the limits of the historic districts and the Demolition Delay Overlay Zone are not consistent. The proposed amendment is to make sure that we are capturing resources that should be reviewed, especially sites, objects, and landmarks.
Demolition Delay Overlay Zone Amendment	The Demolition Delay Overlay Zone is proposed to be extended to the limits of the proposed Gilman Road Historic District in order to avoid any inconsistency between Article IX and Article X.

Chapter 701, Article X	
Recommended Amendment	Explanation
Amendments in Section 1	Incorporates references to climate action in Section 1.1.9, consistent with the Climate Action Plan
Amendments in Section 2	Minor amendments to tweak terminology and capitalization.
Amendments in Section 3	The amendments proposed to Section 3.3.2 reflect removing a requirement that is not necessary with the ordinance being advisory. Maine Preservation can be consulted but it is not required.
Amendments in Section 4	The addition of the trigger for a demolition permit adds consistency between Article IX and Article X. The other amendments tweak terminology.
Amendments in Section 5	The amendments add clarity to the exemptions but are non-substantial.
Amendments in Section 6	The amendments add clarity to the review process, reflecting what has worked best for the HPC, the Department, and applicants.
Amendments in Section 7	The amendments reflect how the review process has worked now that it has been in place for about 5 years.

Amendments in Section 8	The amendments reflect what is reviewed and what is not reviewed.
Amendments in Section 9	The amendments incorporate the proposed nominations of two historic districts, six historic sites, and two historic objects.
Amendments to Appendix A1	The definitions are amended to add clarity. The amendments do not change the scope of a defined term.
Amendments to Appendix A2	Minor amendments to tweak terminology.
Amendments to Appendix A3	Minor amendments to tweak terminology
Amendments to Appendix A4	Minor amendments to tweak terminology
Yarmouth Historic Districts & Resources Map	The map will be updated to reflect the adoption of the proposed historic districts.

IV. Discussion and Comprehensive Plan Consistency

A. Historic Preservation Background

Historic preservation efforts have been a strong focus on the Department of Planning & Development (Department) for at least fifteen years dating back to Yarmouth’s 2010 Comprehensive Plan, which identified “historic character” as one of 5 key topics facing the Town. The Plan’s public process “heard a common message about the value its citizens place on preserving Yarmouth’s historic character.” As a result, the Plan “proposes polices and strategies to ensure that buildings of historic significance will be maintained while allowing the buildings to be improved, modernized, and expanded.”

The Yarmouth Historic Resources Steering Committee (HRSC) was established in 2016 to assess Yarmouth’s historic architecture and develop recommended policies, programs and strategies for the stewardship and protection thereof. Members included representatives from the Town, Yarmouth Historical Society, the Village Improvement Society, Maine Preservation, and residents. The Steering Committee was engaged with the Department through several grants, early ordinance amendments including the Historic Building Alterations and Demolitions Ordinance (Chapter 701, Article IX), and ultimately, the adoption of the Historic Preservation Advisory Ordinance (Chapter 701, Article X) in 2021.

The Town received two grants from Maine Historic Preservation Commission (MHPC) in order to prepare the various materials that have been used to form the basis of the historic preservation program in Yarmouth. The first grant was received in 2017 and supported the completion of a reconnaissance level survey of the Village area of Yarmouth, with the consulting assistance of Margaret Gaertner, Historic Building Consultant. The second grant was received in 2019, which was used to develop a historic preservation ordinance, district boundaries map, regulations and/or guidelines for the Town Council’s consideration. The result of that work was the adoption of the original three historic districts, the Upper Village Historic District, the Lower Village Historic District, and the Royal River Manufacturing Historic District, the adoption of the advisory review ordinance, and the establishment of the Historic Preservation Committee (HPC) in 2021.

B. Historic Preservation Plan and 2024 Comprehensive Plan

The [Historic Preservation Plan](#), adopted in 2020 and updated in 2025, provides background and context on Yarmouth’s historic preservation efforts and identifies strategies to protect and enhance the development pattern than contributes to Yarmouth’s identity. The designation of the Gilman Road and Pleasant Street Historic Districts was identified as an immediate priority.

Similarly, the [2024 Comprehensive Plan](#) echoes this priority with the action HA-1.5: “*Implement the 2020 Preservation Plan’s recommendations for the potential Pleasant and Gilman Road Districts by amending the Historic Preservation Advisory Ordinance.*” The recommended nominations and amendments are consistent with the Comprehensive Plan, acting on a clear action to further the goals of that Plan.

C. Nomination Process and Public Engagement

It is important to acknowledge that the HPC and Department received several comments during the public process expressing both support and concern about the additional responsibility to be a property owner within a historic district. While the HPC members and staff have been able to answer questions about the permitting process and the differences between an advisory review by the HPC and the regulatory review by the Planning Board, public comment has been received regarding the additional level of permitting that would be required.

In particular, the HPC and the Department heard concerns about the designation impacting property values. The Gilman Road and Pleasant Street Historic Districts are at a distance from the village core, but at a similar distance from the core as some of the reaches of the Upper and Lower Village districts. The HPC generally found that studies from across the U.S. have found that properties in historic districts have appreciated faster than properties that are not located in historic districts. A [2011 study prepared for the Connecticut Trust for Historic Preservation](#) found that property values in every local historic district saw average increase in value ranging from 4% to 19% per year and in head-to-head comparisons based on age, style, and size, properties within local historic districts were worth more than similar properties not within districts.¹ A more recent [2025 study of Fort Wayne, Indiana](#), which reviewed the larger economic impacts for that jurisdiction in terms of jobs, property value growth, heritage tourism, and tax revenues, found that the average change in property value of residential properties from 2010 to 2024 was 8.28% in local historic districts versus 5.55% for properties located in the rest of Fort Wayne.²

The HPC and the Department acknowledge that Yarmouth's historic preservation review does add another level of review to home and property improvements, as well as point out that much of the land area to be located within a new historic district has been subject to Chapter 701, Article IX, Historic Building Alterations and Demolitions, since 2018. The HPC and Department staff have had a strong track record since 2022 in working with property owners to submit information that is adequate for the review needed. The purpose of the HPC review is not to prevent change, but to use the expertise of the HPC to advise as to how changes may use good rehabilitation practices to best complement the existing building and save time, cost, energy, and durable historic fabric.

V. Planning Board Recommendation

On March 25, 2026, the Planning Board recommended:

On the basis of the application, plans, reports and other information submitted, and the findings and recommendations contained in Planning Board Report dated March 19, 2026, for amendments to Chapter 701, Articles IX and X, and to the Demolition Delay Overlay Zone, to adopt two new historic districts, six historic sites, and two historic objects and to make non-substantial housekeeping amendments, the Planning Board finds that the amendments are in conformance with the Yarmouth Comprehensive Plan, and therefore recommend that the Town Council adopt the zoning text amendments and amendment to the Demolition Delay Overlay Zone.

Such motion moved by Kelly Williams, seconded by Ian Cromarty, and voted 6 in favor, zero opposed (Rizkallah absent).

¹ See Page 3 for these findings and other findings within the [2011 Report "Connecticut Local Historic Districts and Property Values"](#) prepared by PlaceEconomics.

² See Page 22 for these findings as well as other findings related to the local economy of Fort Wayne in the [2025 Report "Preservation is About the Future: The Economic Impact of Historic Preservation and Heritage Tourism in Fort Wayne"](#) prepared by PlaceEconomics.

Attachments:

1. [Nomination Report from the Historic Preservation Committee, November 17, 2025;](#)
2. [District Maps, Gilman Road and Pleasant Street Historic Districts;](#)
3. [Amended and Restated Preservation Plan;](#)
4. [Amended and Restated Context Statement;](#)
5. [Original Reconnaissance-Level Survey and Report](#)
6. [Supplemental Reconnaissance-Level Survey and Report;](#)
7. [List of Structures, Sites and Objects in the Gilman Road Historic District;](#)
8. [List of Structures, Sites and Objects in the Pleasant Street Historic District;](#)
9. [Recommended Amendments to Chapter 701, Article X;](#) and
10. [Recommended Amendments to Chapter 701, Article IX and the Revised Demolition Delay Overlay Zone Map \(to be attached to Ch.701, Article IX as Exhibit A\).](#)

Item No. 6: To consider amendments to Chapter 407 (Fire and Emergency Medical Service Fees), and to schedule a public hearing thereon.

Contact	Mike Robitalle, Fire Chief
Recommended Action	Advance item to the May 21 st Town Council voting meeting.
Electronic Attachment	No Attachments
Process	<pre> graph LR A[Reviewed by Staff] --> B[Town Council Workshop] B --> C[Town Council Voting] </pre>

Background:

The Town Council will consider a request from the Fire Chief to approve a 5% increase in ambulance service rates, effective July 1, 2026.

The proposed adjustment is consistent with State of Maine statutory limits and reimbursement guidelines, including the allowable annual increase for services below 200% of Medicare rates. The increase is intended to address rising EMS operational costs, maintain service levels, and align the Town’s fee schedule with evolving Medicare and MaineCare reimbursement benchmarks. For the majority of patients, particularly those covered by Medicare or MaineCare, the change is not expected to impact out-of-pocket costs. Instead, the adjustment primarily affects billing to private insurers, helping to offset service costs and reduce reliance on local property taxes.

Council action is requested to review and approve the updated fee schedule.

Recommended Action: Advance item to the May 21st Town Council voting meeting.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff’s report and initial Council questions, prior to Town Council discussion.

CHAPTER 407

FIRE AND EMERGENCY MEDICAL SERVICE FEES

Town of Yarmouth, Maine

Effective: 7/1/2001

Amended: 9/4/2003

Amended: 2/16/2006

Amended: 4/18/2013

Amended: 5/23/2017

Amended: 1/16/2020

Amended: xx/xx/xxxx

FIRE AND EMERGENCY SERVICES FEES

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FIRE AND EMERGENCY SERVICES FEES

ARTICLE I

A. PURPOSE

The purpose of this ordinance is to establish a basis for charges and fees for emergent and non-emergent fire and emergency medical services provided by the Yarmouth Fire Rescue, such fees and charges to be remitted to the Treasurer of the Town of Yarmouth. Such fees and charges are necessitated to offset the capital, reserve, debt, and operating expenses of providing quality fire and emergency medical services.

ARTICLE II

A. FEES ESTABLISHED

Any person who shall receive emergency medical or fire department services requested by such person or on behalf of such person by any other person acting in good faith and in the interests of the health or safety of such service recipient shall pay to the Town of Yarmouth a fee for services in accordance with Appendix I of this Chapter, said Appendix I to be amended from time to time by majority vote of the Yarmouth Town Council.

ARTICLE III

A. BILLING

The Treasurer shall establish and shall provide forms and procedures for the billing of fire and emergency medical and rescue services, including the establishment of delinquency periods, interest penalties, and collection procedures.

B. MEDICARE AND Maine Care

It shall be the policy of the Town of Yarmouth to accept Medicare and Maine Care payments and assignments on all applicable accounts pursuant to all governing rules, procedures, and schedules established thereunder.

C. AGENT INVOICE

It shall be the policy of the Town of Yarmouth to directly invoice any applicable health, automobile or other insurance carrier, agent, governmental program or service, or similar coverage provider disclosed to the Town by the emergency medical, rescue or fire services recipient, subject to the authorization of such service recipient.

D. UNPAID BALANCES

The service recipient shall be responsible for any unpaid balances for services provided except:

1. Where the Town has agreed to accept assignment of the charges of fees from a third party payor, or
2. Where the service recipient has a demonstrated financial hardship and has applied to the Treasurer for waiver or forgiveness of such unpaid balances in part or in full.
3. Where the service recipient is enrolled in any pre-paid individual, family or group subscription service program which the Town of Yarmouth may establish for emergency fire, rescue, or medical services.

E. CONTRACT BILLING SERVICES

The Town of Yarmouth reserves the right to contract with any public, private or commercial billing services for the billing and collection of charges and fees for services, and such charges and fees shall be due and payable and subject to the same collection procedures, authorities, or penalties as if billed by the Town of Yarmouth directly.

F. MUTUAL AID

It is the policy of the Town of Yarmouth to bill any emergency medical, rescue or fire service recipient under the same rates and subject to the same procedures, rules and exemptions when such service is rendered in whole or in part by any other public agency for which the Town has mutual aid agreements. The Town shall by agreement or payment provide for the satisfaction of all bills or charges that may be charged by the mutual aid provider.

1. This policy shall not apply to non-emergency transports arranged with other public, private, or non-profit agencies or hospitals, nor to helicopter transport or other special medical transport services, nor transport to hospital services beyond a 25-mile radius from the Yarmouth Town Hall.

G. EFFECTIVE DATE

This ordinance and Appendix I hereto, shall be effective upon adoption.

APPENDIX I SCHEDULE OF FEES

FIRE AND EMERGENCY MEDICAL SERVICES

EMERGENCY MEDICAL SERVICES

Basic Life Support Transport (BLS)	\$ \$661.00
BLS Non-Emergency	\$441.00
Advanced Life Support Transport (ALS 1)	\$992.00
Advanced Life Support Transport (ALS 2)	\$1323.00
ALS Non-Emergency	\$551.25
Ground Loaded Mileage	\$17.85/Mile
Treatment/ No Transport Fee	\$150.00

(Treatment/No Transport calls are for responses that require use of medical equipment or medications for care of the patient, but where patient was not transported to a medical care facility.)

FIRE RESCUE SERVICES

Vehicle Extrication	\$400.00
Hazardous Materials Response	\$ By Statute
False\Nuisance Alarms (After 3 in a 30 - day period)	\$100.00
Standby**for public gatherings or events, downed power lines, Bomb threats or similar concerns	\$25.00/hr/person
Apparatus Standby for Events	\$100.00/event/apparatus

****Not including standby for mutual aid services**



YARMOUTH MAINE

DATE: April 29, 2026
TO: Scott LaFlamme, Town Manager
FROM: Michael Robitaille, Fire Chief
RE: Ambulance Fees

I am writing to formally request an adjustment to our current ambulance service rates. This request is intended to ensure our service remains sustainable while strictly adhering to the annual rate caps and reimbursement benchmarks established by the State of Maine under **Title 24-A §4303-F**.

The cost of providing high-quality Emergency Medical Services (EMS) has risen significantly. To maintain operations and Capital Improvement Plans, we propose adjusting our rates based on the following state-mandated criteria:

- **Statutory 5% Annual Cap:** Per Maine law, because our current rates are below 200% of the Medicare average for BLS and ALS services, we are permitted to increase our charges by a maximum of 5% annually.
- **Alignment with Medicare Benchmarks:** State law establishes that commercial insurance carriers must reimburse in-network providers at the provider's rate or 200% of the Medicare rate, whichever is less. Adjusting our rates toward this benchmark ensures we maximize reimbursement from private insurers without exceeding state-imposed limits.
- **MaineCare Rate Updates:** Effective January 1, 2026, MaineCare rates will update to reflect 100% of current Medicare rates for our specific locality (Urban, Rural, or Super Rural). Aligning our local fee schedule now prepares the town for these shifting reimbursement landscapes.

Based on these factors, we propose a 5% increase to our current base rates and mileage fees, effective July 1, 2026.

<u>Service Level</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
ALS:	\$945.00	\$992.00
ALS 2:	\$1260.00	\$1323.00
BLS:	\$630.00	\$661.00
NON-EMERGENT		
BLS:	\$420.00	\$441.00
ALS:	\$525.00	\$551.25
MILES:	\$17.00	\$17.85

It is important to note that for roughly 70% of our patients (those on Medicare or Maine Care), this change will have no direct impact on their out-of-pocket costs, as those programs pay according to fixed federal and state fee schedules. This increase primarily affects the "allowable charge" billed to private insurance carriers, helping to shift the financial burden of EMS away from local property taxes and toward insurance reimbursements.

We respectfully request that the Town Council review and approve these updated rates at the next scheduled meeting to ensure the continued health and safety of our community.

Item No. 7: To consider endorsing the Casco Bay Trail Board of Supervisors Interlocal Agreement.

Contact	Scott LaFlamme, Town Manager
Recommended Action	Advance item to the May 21 st Town Council voting meeting.
Electronic Attachment	No Attachments
Process	<pre> graph LR A[Reviewed by Staff] --> B[Town Council Workshop] B --> C[Town Council Voting] </pre>

Background:

The attached Interlocal Agreement establishes a formal framework for regional collaboration among participating municipalities to advance the planning, design, construction, and long-term management of the proposed Casco Bay Trail. The agreement is authorized under the Maine Interlocal Cooperation Act and creates a governing body, the Casco Bay Trail Board of Supervisors, to coordinate efforts among member communities, regional partners, and the Maine Department of Transportation. The trail initiative stems from State legislation enacted in June 2025 directing the development of an interim multi-use bicycle and pedestrian trail along the inactive rail corridor between Portland and Auburn, with the goal of enhancing transportation options, supporting economic development, reducing carbon emissions, and improving public health outcomes.

The Agreement outlines governance, membership, funding mechanisms, and the powers and duties of the Board of Supervisors, including the ability to pursue grants, adopt policies, coordinate construction and maintenance activities, and engage with stakeholders. It also establishes procedures for municipal participation, budget development, and long-term administration of the trail over a 20-year term.

The Town Council previously reviewed an earlier draft of this Interlocal Agreement in the fall of 2025 and conditionally endorsed participation, pending the development of a final document. The version presented here reflects the completed agreement for formal consideration and potential authorization to execute.

Recommended Action: Advance item to the May 21st Town Council voting meeting.

NOTE: Members of the public are welcome to provide public comment on this item. Opportunity for comment will be provided after staff's report and initial Council questions, prior to Town Council discussion.

CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT

THIS CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT (the “Agreement”) is made by and between the signatories hereto, acting by and through their governing bodies, which signatories shall include at least three of the following Maine municipalities: Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn (each signatory, individually, a “Party” and, collectively, the “Parties”).

WITNESSETH

WHEREAS, on June 20, 2025, the Governor signed into law LD 30, Resolve, to Direct the Department of Transportation to Implement the Recommendations of the Portland to Auburn Rail Use Advisory Council (“Resolve”), authorizing an interim bicycle and pedestrian trail on state-owned inactive existing railroad track between the City of Portland and the City of Auburn, from mile marker 1.7 in Portland to mile marker 26.5 in Auburn (the “Casco Bay Trail”); and

WHEREAS, the state-owned railroad corridor extends from Portland to Auburn, linking two of the largest metropolitan areas in the state; and

WHEREAS, the corridor connects places of beauty in the region, crossing the Royal River in Auburn and New Gloucester, abutting Chandler Brook in North Yarmouth, crossing back over the Royal River in Yarmouth, running parallel to the coast in Cumberland, passing over the Presumpscot River in Falmouth, and ending at the Portland terminus in Casco Bay; and

WHEREAS, developing a multi-use interim trail along this corridor would allow people to safely commute and recreate in a traffic-separated corridor, reduce traffic and carbon emissions, spur economic growth, and improve public health and community life; and

WHEREAS, the Parties desire to enter into this Agreement for cooperative action pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, to create the Casco Bay Trail Board of Supervisors

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 – PURPOSE

1.1 The purpose of this Agreement is to facilitate discussion among the Member Municipalities and Associate Members (defined below) regarding the Casco Bay Trail; to establish a collaborative governance framework to plan, design, construct, and maintain the Casco Bay Trail and related facilities and trails; and to collaborate with the Maine Department of Transportation, members of the community, and other stakeholders with respect to each of these goals.

1.2 This Agreement is made pursuant to the authority granted to the Parties by the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, (the “Act”). The Parties hereto are public agencies within the meaning of the Act.

ARTICLE 2 – ADMINISTRATION

A. Member Municipalities

2.1 **Minimum Municipal Participation Required.** The municipalities of Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn, each of which appointed representatives to the Portland to Auburn Rail Use Advisory Council, which met from April 2022 to January 2023, are referred to herein as the “RUAC Municipalities.” This Agreement shall not take effect unless it is approved by the governing bodies of at least three RUAC Municipalities and an executed copy of this Agreement is filed with the Maine Secretary of State by September 1, 2026 (the “Effective Date”).

2.2 **Additional Municipal Participation Allowed.** After the Effective Date, additional municipalities may become parties to this Agreement as follows:

2.2.1 A RUAC Municipality that is not a Party as of the Effective Date shall become a party to this Agreement immediately upon approval of this Agreement by its legislative body, without further action by any other Party. The RUAC Municipality shall deliver an attested copy of the approval to the Fiscal Agent (defined below).

2.2.2 Any Maine municipality other than the RUAC Municipalities may become a party to this Agreement by written amendment to this Agreement upon (i) approval the municipality’s governing body, (ii) a majority vote of the Board of Supervisors (defined below), and (iii) filing of an executed copy of the amendment to this Agreement with the Maine Secretary of State.

2.3 **Member Municipalities.** Any municipality that is made a party to this Agreement by operation of Paragraphs 2.1, 2.2.1, or 2.2.2 is a “Member Municipality.”

B. Administrator—Board of Supervisors

2.4 **Formation.** A board is hereby created and is designated as the Casco Bay Trail Board of Supervisors (hereinafter “Board”), which shall be the joint board and administrative entity created pursuant to 30-A M.R.S. § 2203(3)(A) for the undertaking contemplated in this Agreement.

2.5 **Supervisors.** The municipal officers of each Member Municipality shall appoint one voting supervisor and one alternative supervisor, who shall, in all cases, be municipal officers, municipal officials, or employees of the municipality. Both voting supervisors and alternate supervisors may attend and participate in Board meetings. Each municipality shall have one vote. Alternate supervisors shall only vote and be counted for purposes of quorum if the voting supervisor from their municipality is absent or unable to vote. Voting supervisors and alternative supervisors shall serve at the pleasure of their respective appointing authority.

2.6 **Associate Members.**

2.6.1 Upon invitation of the Board, one representative from each of the Greater Portland Council of Governments, the Androscoggin Valley Council of Governments, and the Casco Bay Trails Alliance (the “Associate Members”) may serve as a non-voting Board representative on the Board. Additionally, any RUAC Municipality that is not a Party to this Agreement may appoint a representative to serve as an Associate Member without voting privileges. Each Associate Member shall appoint their respective representative.

2.6.2 Representatives of Associate Members shall be permitted to attend and participate in any meetings of the Board, but may not vote and are not counted for purposes of quorum. The representative of an Associate Member may be delegated, by a majority vote of the Board and subject to the Associate Member’s consent, any of the Board’s powers and duties, including serving as the Fiscal Agent or otherwise assisting with the administration of this cooperative undertaking. Associate Members may enter into contracts with the Board to provide any functions, programs, or services deemed necessary or prudent to achieve the objectives of this Agreement.

2.6.3 The Board may adopt procedures to allow other municipalities, state or federal agencies, or nonprofit corporations that are not parties to this Agreement to become Associate Members.

C. Governance; Meetings of the Board

2.7 The Board supervisors shall provide a means for electing a Chair and such other officers as deemed necessary and shall define the number of Board supervisors necessary to constitute a quorum. Alternate supervisors and Associate Member representatives may not serve as Board officers.

2.8 The Board supervisors may adopt by-laws and may establish rules of procedure and policies for the operation and administration of the Board.

2.9 All meetings and records of the Board shall be governed by the provisions of the Maine Freedom of Access Act (1 M.R.S. §§ 400-521, as may be amended).

ARTICLE 3 – DUTIES AND POWERS OF THE BOARD

3.1 The Board shall have all the duties and powers, privileges, and authorities granted to it by the Act, and may exercise such powers to accomplish the following:

- a. Facilitate, assist, and oversee the planning, design, construction, and maintenance of the Casco Bay Trail.
- b. Create and implement policies to achieve the purposes of this Agreement.
- c. Develop and adopt rules for the use of the Casco Bay Trail.
- d. Update and make recommendations to Member Municipalities.
- e. Develop a long-range work plan and an annual work plan based on the long-range plan.
- f. Develop and administer an annual budget subject to Article 4
- g. Accept and coordinate in-kind services.
- h. Pursue and accept conditional and unconditional gifts, grants, and donations, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by a two-thirds vote of the full Board.
- i. Accept funds from state, federal, and other sources.
- j. Enter into agreements with Member Municipalities.
- k. Negotiate and execute contracts to purchase goods and services.
- l. Work with Maine Department of Transportation, other state agencies and departments (such as the Maine Department of Conservation), the National Park Service and other federal agencies and departments,

- regional planning entities, local governments, nonprofit organizations, and members of the public to fulfill the purposes of this Agreement.
- m. Employ personnel.
 - n. Hold and dispose of personal property and real estate, including by sale or lease, transferred to or from or administered by the Board.
 - o. Invest funds in accordance with 30-A M.R.S. §§ 5706-5719.
 - p. Establish, maintain, and expends funds from a reserve or contingency fund.
 - q. Administer the day-to-day operations of this cooperative undertaking.
 - r. Track and record data, submit reports, and otherwise ensure compliance with the terms and conditions of this Agreement, any grant agreements, and any other contracts entered into by or on behalf of the Board or its Member Municipalities in furtherance of this cooperative undertaking.
 - s. Carry out any other responsibilities that are necessary or appropriate to fulfill the purposes of this Agreement.

ARTICLE 4 – MANNER OF FINANCING

4.1 **Fiscal Year.** The Board shall operate on a July 1 to June 30 fiscal year.

4.2 **Funding Sources.** The activities of the Board may be financed from any of the following sources: (i) state or federal funds; (ii) assessments of local contributions on Member Municipalities, subject to this Article 4; (iii) membership or other fees collected from Member Municipalities, Associate Members, and third-party users of the Casco Bay Trail; (iv) donations, charitable or governmental grants, or similar funding sources, as the Board deems appropriate; and (v) any other funding source or miscellaneous revenue approved by the Board.

4.3 **Annual Operating Budget.** The Board shall prepare and approve an annual operating budget to fund the Board's activities for the following fiscal year. The budget shall include all anticipated revenues and all costs associated with funding the Board's activities. Prior to preparing the first annual operating budget, the Board shall adopt a policy describing the manner of financing this cooperative undertaking, which shall be binding upon the Parties and which shall contain, at minimum, (i) the cost-sharing arrangement as between the Parties, if any, and (ii) the process and timeline for preparing, approving, and implementing the annual operating budget.

4.4 **Prior Authorization Required for Municipal Funding.** If the Board proposes, as part of any annual operating budget, to assess a contribution or fee on

any Member Municipality, the Board shall prepare and provide the proposed annual budget to each such Member Municipality using the process required by the Member Municipality and in such timeframe to allow the proposal to be considered by the governing and legislative bodies of each such Member Municipality as part of the Member Municipality's budget process for the next fiscal year.

4.5 **Expenditure of Funds.** All funds of the Board may be expended by the Board in a manner consistent with this Agreement, any applicable contracts and grant agreements, and state and federal regulations. Fund balances may, at the discretion of the Board, be used to reduce the Board's operating costs, be accrued in reserve and contingency funds, or be equitably credited or rebated to each member Municipality. Anticipated carryover funds at the end of a fiscal year may be returned to the Board to support its continued growth and reduce Member Municipality costs in succeeding fiscal years.

4.6 **Invoices; Payments Due.** The Board shall determine the process, schedules, and deadlines related to invoicing and payments due consistent with this Agreement and applicable law.

4.7 **Fiscal Agent.** The Board may enter into an agreement with a Member Municipality or Associate Member to act as the fiscal agent of the Board ("Fiscal Agent"). The Fiscal Agent, under the direction of the Board, shall maintain the accounts of the Board, including without limitation its operating budget accounts; may contract for, purchase, and hold title to equipment and property on behalf of the Board; and shall perform any other functions concerning the fiscal management of this cooperative undertaking. The Fiscal Agent shall accept, account for, and disburse funds in accordance with the terms of this Agreement and the Board's policies.

4.8 **Personnel.** To the extent the Board determines that this cooperative undertaking requires or benefits from having personnel, the Board may enter into an agreement with a Member Municipality, an Associate Member, or the Fiscal Agent to serve as the employer for the Board. The employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Board. In making such employment decisions, the employer shall solicit and consider the recommendations of the Board.

ARTICLE 5 – PROPERTY

5.1 Unless otherwise provided by the Board, all real property and improvements acquired or developed pursuant to this Agreement shall be held by the municipality in which such property and improvements are located.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 Any dispute, controversy, or claim (“Dispute”) arising out of or relating to this Agreement shall be resolved as follows:

6.1.1 The parties to the Dispute shall negotiate in good faith and attempt to resolve the Dispute within 30 days after the date that an aggrieved party has given written notice of such dispute to the Board.

6.1.2 If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute and on the Board a request for non-binding mediation. The mediation shall be conducted in Portland, Maine, by a mediator mutually agreeable to the supervisor representing the aggrieved party and the supervisors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 60 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. If the aggrieved party and the supervisor(s) representing the other party to the dispute are unable to resolve the dispute through mediation within 60 days, the parties and the Board reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County or Androscoggin County, Maine.

6.1.3 Unless otherwise directed by the Board, the Municipal Members shall continue performance under this Agreement while matters in dispute are being resolved.

ARTICLE 7 – TERM, AMENDMENT, TERMINATION

7.1 The term of this Agreement shall be 20 years (the “Term”), commencing on the Effective Date.

7.2 This Agreement may be amended by mutual written agreement of the Member Municipalities.

7.3 This Agreement may be terminated and the Board dissolved by a two-thirds vote of the full Board. Prior to termination and dissolution, the Board, by written agreement, shall make suitable provision for the equitable division among the

Member Municipalities of the assets and liabilities of the Board, if any, in accordance with any grant agreements, any bylaws or policies adopted by the Board, and any limitations on funds contributed by the Member Municipalities.

ARTICLE 8 – WITHDRAWAL OF MEMBER MUNICIPALITIES

8.1 A Member Municipality may withdraw from this Agreement at the end of a fiscal year subject to each of the following conditions:

- a. Withdrawal shall be authorized by the governing body of the withdrawing Member Municipality.
- b. The withdrawing Member Municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the fiscal year.
- c. At or prior to the time of withdrawing, the withdrawing Member Municipality shall comply with any outstanding obligations incurred pursuant to this Agreement that have been previously authorized by the Member Municipality's budgeting process pursuant to Article 4.
- d. The withdrawal shall be effectuated by amendment to this Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

9.2 If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby, but the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible.

9.3 This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or written, between the Parties at the time of execution of this Agreement.

9.4 Nothing in this Agreement shall be construed to or operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or other protections available to each Party hereto or any RUAC Municipality or other Maine municipality that becomes a party to this Agreement after the Effective Date

pursuant to applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et seq.*

9.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be duly executed by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

CITY OF AUBURN

By: _____
Its: _____

Date: _____

CITY OF PORTLAND

By: _____
Its: _____

Date: _____

TOWN OF CUMBERLAND

By: _____
Its: _____

Date: _____

TOWN OF FALMOUTH

By: _____
Its: _____

Date: _____

TOWN OF NEW GLOUCESTER

By: _____
Its: _____

Date: _____

TOWN OF NORTH YARMOUTH

By: _____
Its: _____

Date: _____

TOWN OF POWNAL

By: _____
Its: _____

Date: _____

TOWN OF NORTH YARMOUTH

By: _____
Its: _____

Date: _____

COUNCIL RULES

Amended & Adopted 7.24.2025

I. INTRODUCTION

The administration of all the fiscal, prudential and municipal affairs of the Town of Yarmouth, Maine (“Yarmouth, or the “Town”) is vested in the Town Council (the “Council”) through the Council-Manager Charter of the Town of Yarmouth (the “Yarmouth Town Charter” or “Town Charter”). In accordance with Article II, Section 8 of the Town Charter, the Town Council shall adopt its own rules and order of business. The Council hereby adopts the following rules, order of business, codes of conduct and policies to govern conduct by the Council and its members (“Town Councilors” or “Councilors”).

II. MEETINGS

- A. **Schedule.** The Regular Meetings and Workshop Meetings of the Town Council shall be held in the Log Cabin or such other place as the Council may designate at 7:00 P.M. current time, on the first and third Thursday of each calendar month. The meeting on the first Thursday shall be a Workshop Meeting and the meeting on the second Thursday shall be a Regular (voting) Meeting. When said day falls on a holiday or Election Day, the regular meeting shall be held on the following Monday at the same time and place, unless otherwise established by agreement of the Town Council. The date and place of any Regular Meeting may be changed by approval of the Council Chair or by request of four or more members, provided that timely notice is given to all members and to the public.
1. To accommodate the provisions of Article II, Section 5 of the Yarmouth Town Charter, the Regular Meeting of the Town Council shall be held on the Thursday directly following the second Tuesday of June, annually.
- B. **Public Meetings.** All meetings of three or more Town Councilors to discuss Town business are deemed official public meetings, shall be publicly noticed and open to the public. A record of each public meeting must be made within a reasonable period of time after the proceeding and must be open to public inspection. An audio, video or other electronic recording of a public meeting satisfies the obligation to create a record.
- C. **Public Access.** All Town Council meetings, including Special, Regular, Workshop and Operations Meetings, are deemed official public meetings. Whenever practical and reasonably convenient, such workshop meetings

shall be televised, recorded, and made available for live streaming or download.

- D. **Special Meetings.** Special Meetings may be called by the Chair, and in case of the Chair's absence, disability or refusal may be called by three (3) members of the Town Council. Notice of such meeting shall be served in person or left at the residence of each member of the Town Council at least twenty-four (24) hours before the time for holding said Special Meeting unless all members of the Council agree to waive said notice. Notice of such meeting may also be served electronically at the official Town email address of each Councilor and will be deemed effective upon receipt of a "read receipt" or acknowledgement by return email. The call for said Special Meeting shall set forth the matters to be acted upon at said meeting, and nothing else shall be considered at such Special Meeting.

C. **Workshop Meetings**

1. **Purpose.** Workshop Meetings shall be held for the primary purposes of (1) introducing issues and reports, and considering comments from the Council, staff, and public on such issues and reports, via public hearing when appropriate; and (2) to determine issues to be debated and acted upon at the next or subsequent Regular Meetings, and to set the agenda for the next Regular Meeting.

The objective of workshop meetings is to familiarize the Town Council and the public with pending issues, to determine which issues are ready for deliberation and possible action, and to instruct the staff or committees on what research or investigation may be required for the Town Council to develop an appropriate policy position.

2. **Time.** Workshop Meetings shall normally be held on the first Thursday of each month.
3. **Regular Business.** The regular business of a Workshop Meeting may include:
- (a) hearing reports;
 - (b) conferring with citizens, staff and volunteers of the various municipal departments, boards and committees of the Town, community groups, consultants, officials, and other persons regarding the affairs and interest of the Town;
 - (c) debating, planning and prioritizing the work of the Council;

- (d) drafting, reviewing and considering projects, plans, and ideas which may be beneficial to the Town; and
 - (e) scheduling and holding public hearings.
 - (f) Voting on appointments to various boards, committees, liaison, and delegate assignments.
4. **Public Comment on Regular Business.** The Council shall provide an opportunity during each Workshop Meeting for the public to speak, present information and ideas, and raise questions or issues related to each agenda item at Workshop Meetings.
 5. **Comments on Additional Business.** The Town Council shall provide an opportunity during each Workshop Meeting for Councilors, members of the public, staff, or citizen boards and committees to make reports or comments and introduce additional issues and inquiries not appearing on the agenda.
 6. **Informal Workshop Sessions.** In addition to or in lieu of meetings of sub-committees the Town Council may meet either as a Council or as a committee of the whole as necessary in Informal Workshop Sessions to discuss issues, hear reports, and plan workloads and processes. During Informal Workshop Sessions, the Council may address, for example, budget development, project reviews, ordinance and plan discussions, conferring with other town boards or committees and conferring with regional bodies or officials.
 7. **Action by Town Council.** During Workshop Meetings, the Council shall take no binding or formal actions except for procedural matters, referral of matters to committees or others, or instructions to staff, and to act upon appointments to various boards, committees, liaison, and delegate assignments.

This shall not be construed to prohibit voting or polling of the members on pending issues provided such voting or polling decision shall be subject to confirmation voting at the Regular or Special Meeting of the Council. During Workshop Meetings, the Council may take the following actions: issue advisory opinions; vote to approve, amend or revise the proposed Regular Meeting agenda, schedule or procedural considerations (including limitations on public comment); and vote to enter into Executive Session for authorized purposes, and to act upon appointments to various boards, committees, liaison, and delegate assignments .

8. **Executive Session.** The Town Council may hold Executive

Sessions as part of any Workshop Meeting provided such Executive Sessions shall be in conformance with the provisions of Title 1 MRSA Section 405.

D. Regular Meetings

1. **Purpose.** Regular Meetings shall be for the purposes of holding public hearings and taking final actions on issues appearing on the agenda.
2. **Time.** Regular Meetings shall normally be held on the third Thursday of each month.
3. **Public Comment on Regular Business.** Town Council shall provide an opportunity during each Regular meeting for the public to speak, present information and ideas, and raise questions or issues related to each agenda item.
4. **Comments on Additional Business.** The Town Council shall provide a time during each Regular Meeting for members of the Town Council, members of the public, staff, or citizen boards and committees to make reports or comments and introduce additional issues and inquiries not appearing on the agenda.
5. **Action by Town Council.** At Regular Meetings, the Town Council shall address any regular business which may be scheduled on the agenda. Such regular business may include, but shall not be limited to: final action on any items such as orders, appointments; action on committee reports and recommendations; appropriations and transfers, bid awards, resolutions, license and permit authorizations, as well as voting on matters considered at prior public hearings.

E. Public Hearings

1. **Purpose.** Public Hearings shall be held on all ordinance adoptions, and other matters required by law, ordinance or Town Charter, and on such additional matters as directed by the Town Council to solicit and encourage public knowledge and participation in pending actions and policy matters under consideration.
2. **Action by Town Council.** It is the intent of the Town Council that in most matters requiring a Public Hearing, no formal final action shall be taken on the matter heard at the same meeting at which the public participation is solicited. Provided, however, that shall not preclude the Town Council from making a determination and taking final action on any matter where the public expresses little public concern or interest, or where delay would not appear to

cause any objection or serve significant public purpose, or in matters of an emergency nature or where the Town Council determines immediate action is in the best interests of the Town.

3. **Scheduling.** Unless otherwise directed by the Chair or four or more members of the Town Council, Public Hearings shall be scheduled on agendas to appear before regular business or reports. When it has been determined that a Public Hearing is to be held at a future meeting, the Town Manager shall give public notice of such pending Public Hearing at least nine (9) days in advance of the hearing date.

III. CONDUCT OF MEETINGS

A. **Council**

1. **Chair.** Pursuant to Article II, Section 9 of the Town Charter, the Chair shall take the chair at the time appointed for the meeting, call the members to order, cause the roll to be called, and, a quorum being present, cause the minutes of the preceding meeting to be acted upon and proceed to business. Minutes shall be kept for Regular and Special meetings but not for Workshop meetings as no final policy actions shall be determined at Workshop Meetings.
2. **Absence or disability of Chair.** In the absence or disability of the Chair, the Vice Chair is hereby designated as Chair Pro Tempore.
3. **Quorum.** According to Article II, Section 10 of the Town Charter, a majority of the Town Council (that is, 4 of 7 Councilors) shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time or may compel attendance of absent members. At least twenty-four hours' notice of the time and place of holding such adjourned meeting shall be given to all members who were not present at the meeting from which adjournment was taken.
4. **Voting.** The Chair shall declare all votes, but if any member doubts a vote, the Chair shall cause a recount of the members voting in the affirmative and in the negative without debate. A record of all votes will be kept by the Clerk of the Council pursuant to Article II, Section 12 of the Town Charter.
5. **Order of Motions.** When a question is under debate, the Chair shall receive motions which shall have preference in the order in which they stand arranged:
 - a. to adjourn (to end the meeting)

- b. for the previous question (to close debate and move the question to an immediate vote)
- c. to lay on the table (to suspend debate and set aside a pending motion without establishing a time to resume discussion of it)
- d. to postpone to a day certain (to suspend debate and set aside a pending motion until a specified later time in the meeting or at another meeting)
- e. to refer to a committee or some administrative official
- f. to amend (to amend a pending motion)
- g. to take from the table (to resume debate on a previously tabled motion)
- h. to postpone indefinitely (to postpone consideration of a motion indefinitely)

6. Rules Concerning Motions

- a. Every motion shall be reduced to writing, if the Chair shall so direct.
- b. The Chair shall consider a motion to adjourn as always in order except on immediate repetition; and that motion shall be decided without debate.
- c. A motion to lay on the table shall be decided without debate as to the merits of the underlying and pending main or subsidiary motions, but the matter of whether or not to lay on the table (and to the specific later time or date, if any, until the proposed action shall remain laid on the table) shall itself be subject to debate or discussion prior to the vote on the motion to lay on the table.
- d. When the previous question is moved and seconded, there shall be no further amendment or debate; but pending amendments shall be put in their order before the main question. If a motion for the previous question fails, the main question and any pending amendments remain open for debate.

No debate shall be allowed on a motion for the previous question. Neither is it susceptible to amendment. All questions of order arising incidentally thereon must be decided without discussion whether appeal be had from the Chair or not.

- e. When a vote is passed, it shall be in order for any member who either voted in the majority or voted in the negative on a tie vote, to move reconsideration thereof at the same, or the next stated meeting, but not afterwards; and when a motion of reconsideration is decided, that vote shall not be reconsidered.
- f. Application to be excused from a vote must be voted upon by the Council before discussion of the question. Other than this, all members present must vote on every question.
- g. Any member may require the division of a question when the sense will admit it.
- h. A motion for referral to a committee or administrative official, until it is decided, shall preclude all amendments of the main question.
- i. All questions relating to priority of business to be acted upon shall be decided with debate.

7. Decorum and Order

The Chair shall preserve decorum and decide all questions of order and procedure, subject to appeal to the Council. When a member is about to speak, the member shall respectfully address the Chair, confine their comments to the question under debate, and avoid personalities. No member speaking shall be interrupted by another, but by a call to order or to correct a mistake. If a Councilor is called to order while the Councilor is speaking, the Councilor shall cease speaking immediately until the question of order is determined. If ruled to be in order, the Councilor shall be permitted to proceed. If ruled to be not in order, the Councilor shall remain silent or shall alter their remarks so as to comply with rules of the Council.

B. Public Participation in Regular and Special Meetings, Public Hearings and final policy actions and decisions

- 1. **Regular business.** Persons wishing to address the Council on an item which appears on the agenda shall wait until the Chair announces the consideration of such item, at which time they may address the Council on that particular item. Any person desiring to address the Council shall be recognized by the Chair, shall state their name and address in an audible tone, and shall limit their remarks to the question under discussion. All remarks and questions shall be addressed to the Council as a whole and not to any individual member thereof. All remarks and questions

addressed to the administration of the Town shall be addressed to the Town Manager and not to any individual Town employee. No person other than members of the Council and the person having the floor shall enter into any discussion either directly or through a member of the Council without the permission of the Chair. Once the Council has begun its deliberation on an item, no person shall be permitted to address the Council on such item, and any person desiring to further address the Council on such item must wait to do so until all items on the agenda have been completed.

2. **Comments on Additional Business.** Persons wishing to address the Council on any item not appearing on the agenda may do so at the time designated by the Town Council for receiving public comments on issues not appearing on the agenda.
3. The Chair, with the consent of the Council, may allow for additional public comment and participation or to impose time limits and special rules for recognition when, in the opinion of the Chair, such action will advance the efforts of the Council in the conduct of its affairs and promote citizen participation in the conduct of the Council affairs.
4. Persons who are unable to attend or speak at a meeting may ask another community member to read their public comments during the meeting, or such persons may submit their comments to Town Councilors by email or letter for their review. Comments sent to Town Councilors may be referenced by Councilors during the meeting, but will not be read verbatim by a Councilor during the meeting.

C. Public Participation in Workshop Meetings

1. Unless public comment is limited by a simple majority vote of the Town Council in Workshop Meetings, the Chair shall open discussion of pending issues and considerations for public comment and question to allow remarks to be addressed to individual members of the Council or other participants in the discussion in respectful exchange of ideas and questions. The Chair may impose the rules of public participation as provided for Regular and Special Meetings and public hearings of the Town Council, whenever the Chair determines such rules are necessary for the efficient conduct of the Council's affairs and promotes full, fair and respectful citizen participation in the conduct of the Council affairs. The Chair may impose time limits on public comment, subject to the consent of the Town Council.

IV. ENACTMENTS – PRESENTATION AND ACTION

- A. The Town Council shall act only by ordinance, order or resolve. All ordinances, orders, and resolves shall be confined to one subject, which shall be clearly expressed in the title.
- B. All by-laws passed by the Town Council shall be termed “ordinances” and the enacting style shall be: “Be it ordained by the Town Council of the Town of Yarmouth, Maine, in Town Council assembled.”
- C. In all votes of command, the form of expression shall be “ordered”; and of opinions, principles, facts or purposes, the form shall be “resolved”. All orders or resolves shall take effect after passage.
- D. Every ordinance shall be presented to the Council for consideration prior to public release. The Council shall then set a date for public hearing and final consideration in accordance with Article II, Section 11 of the Town Charter.
- E. The votes for and against the passage of all ordinances, orders, resolves or amendments thereto shall be taken and entered upon the record of the proceedings of the Town Council by the Clerk, or in the absence of the Town Clerk, by the Town Manager. Every final ordinance, order, resolve or amendment thereto shall require the affirmative vote of four (4) members of the Town Council.
- F. The Town Council may, by vote of five (5) of its members, pass emergency ordinances, to take effect at the time indicated therein. Such emergency ordinances shall contain a section in which the emergency is set forth and defined; provided, however, that the declaration of such emergency by the Town Council shall be conclusive.
- G. **Second readings**

Notwithstanding the provisions of Section IV.C certain actions of the Town Council shall be valid and in effect upon presentation and enactment in two sequential votes separated in time by not less than three weeks nor more than twenty-six weeks. Votes shall be presented in the normal order and procedure for enactment as provided by the Council Rules except that at the first such enactment the order shall provide that “this order [resolve or ordinance] shall be effective upon a second reading and enactment.”

This second reading requirement shall be in effect in the following circumstances:

1. Whenever the Town Council is considering the sale transfer or disposal of any Town-owned real estate, but not including:

- a. release of tax liens, mortgages, or similar security interests, or for issuance of quit claim deeds for the same purposes;
- b. boundary line adjustments between abutting properties or street lines;
- c. vacation, discontinuance, or alteration of roadways and easements;
- d. encumbrance of properties for conservation or development restrictions or covenants; and
- e. title clearance concerns.

V. CONDUCT OF COUNCIL MEMBERS

- A. **Unbiased conduct.** Town Councilors shall conduct themselves in a manner that does not discriminate unlawfully against any person because of physical or mental disability, race, color, creed, age, sex, sexual orientation, gender identity or expression, religion, ancestry, immigration status or national origin. All persons, irrespective of personal characteristics or other distinctions, including but not limited to physical or mental disability, race, color, creed, age, sex, sexual orientation, gender identity or expression, religion, ancestry, immigration status or national origin shall be treated in the same basic manner under the same or similar circumstances.
- B. **Nonpartisanship.** Councilors and their appointees shall conduct Town business in a non-partisan manner, without favoring or taking direction from a political party.
- C. **Respecting Fellow Councilors.** Councilors shall conduct themselves in a respectful manner when publicly discussing Town matters, speaking freely on the issues and their merits without engaging in personal attacks on fellow Councilors and shall exercise due care in summarizing, characterizing, or otherwise describing the views or positions of other Councilors.
- D. **Council Speaks as a Body.** Except as specifically provided in Article II Section 9 of the Yarmouth Town Charter or otherwise by these Rules, no member of the Town Council shall represent to anyone or knowingly allow anyone to infer that the Councilor speaks or is acting on behalf of the Town Council unless, by Order of the Council, a Councilor has been officially designated as its Representative to another organization, committee or board.
- E. **Social Media.** Councilor statements or similar postings made on a Town platform or a platform purporting to be the official Town-related platform of a Councilor shall adhere to the highest ethical standards, shall be

viewable by the public; shall treat all comments equally (if the platform or Councilor allows comments) unless such public comments are abusive, threatening, obscene, or libelous; and shall avoid disparaging remarks about any fellow Councilor. Councilor statements made on personal webpages or similar social media platforms concerning Town issues pending or foreseeably pending before the Council shall follow the conduct rule above (Section IV.C) and, in order to comply with 1 MRSA § 400 *et. seq.* (Freedom of Access), shall be preserved once posted. In order to comply with the provisions of 1 MRSA § 403 (public meeting), no other Councilor shall comment on or engage in deliberation or interCouncilor discussion that should be properly confined to public meetings. Given the foregoing limitations on a Councilor's ability to comment on, deliberate or discuss another Councilor's social media communication(s), when communicating via social media regarding Town matters a Councilor shall use due care if summarizing, characterizing, or otherwise describing the views or positions of other Councilors.

F. **Conflicts of Interest**

1. **Purpose and Application.** It is the policy of the Town Council that the proper operation of democratic government requires that public officials be independent, impartial and responsible to citizens; that public service not be used for personal gain; and that the public has confidence in the integrity of its municipal government. The purpose and intent of this Conflict of Interest Policy is to promote improved transparency and public trust and to protect the integrity of Town government against actual or reasonably perceived conflicts of interest without creating unnecessary barriers to public service.

This Policy applies to all members of the Town Council. This Policy shall not prevent the Town Council from adopting additional procedures and standards intended to prevent the exercise or appearance of improper influence or bias in the conduct of Town business. This Policy is intended to supplement, but not replace, any Maine or federal law governing conflicts of interest.

2. **Potential Conflicts of Interest**

A conflict of interest may arise when specific circumstances exist such that a Town Councilor may reasonably be presumed to be motivated by a personal interest and/or direct financial interest rather than the public interest. Although not intended as an exhaustive list, this Policy addresses, by example, three circumstances where a conflict of interest may arise, and where Town Councilors are encouraged to exercise caution before determining that their participation in decision making on a particular agenda item is in compliance with this Policy:

- a. When a matter before the Council could have a direct personal and/or direct financial benefit or detriment to the Councilor or the Councilor’s immediate family members;
 - b. When a matter before the Council could have a direct personal and/or direct financial benefit or detriment to the Councilor’s employer or immediate family’s employer(s); or
 - c. When a matter before the Council could have a direct personal and/or direct financial benefit or detriment to any outside organization for whom the Councilor holds an official leadership position.
3. **Definitions.** “Immediate family” is defined under this Policy to mean the Councilor’s spouse, child, (natural or adopted), parent, brother or sister, and any other person with whom a Councilor shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent on the Councilor. “Step” relations shall be deemed the same as natural relations.
4. **Avoidance of appearance of conflict.** Town Councilors should avoid the appearance of a conflict of interest, bias or improper influence by disclosure and/or abstention.
5. **Disclosure; Abstention; Vote to Excuse.** Councilors are required under this Policy to disclose any potential conflict of interest they may have in any agenda item before the Council. Upon disclosing a potential conflict of interest, the Councilor shall state the Councilor’s position on whether abstention from the decision-making process (including any discussion, deliberation and/or vote) regarding that agenda item is either appropriate or unnecessary. The Council, excluding the disclosing Councilor, shall then vote to excuse or not excuse such Councilor from participating in the deliberation or vote.
6. **Abstention not required.** It is not the intent of this Policy to prevent Councilors from voting on matters while acting in a legislative capacity even if their actions may be based upon strongly held personal views, so long as there is no private interest in the outcome of the decision.

Moreover, given the relatively small size of the Yarmouth community, Councilors may be faced from time to time with making decisions that affect their personal interests in a manner substantially similar to the interests of other Yarmouth residents. For example, Town Councilors are not automatically disqualified from voting on a Town-wide zoning change merely because they

own land that will be affected by the zoning decision, especially if the private benefits to the Councilor involved in the legislative action are speculative, indirect and/or insubstantial.

VI. COUNCIL COMMITTEES

- A. At the commencement of the municipal year, there shall be chosen the following committees; each committee to consist of such members of the Council as the Town Council may designate:
 - 1. Trust Fund Advisory Committee (3 members)
 - 2. Nominating Committee (3 members)
 - 3. Operations Committee – which shall be a committee of the whole Council – (7 members)
 - 4. Such other Committees, Subcommittees or Task Forces as the Town Council may, from time to time, establish.
- B. The members of the Council to serve on the above committees shall be chosen by the Council by a majority vote, and the Chair shall be an ex officio member of such standing committees.
- C. Prior to appointment of these standing committees, there shall be an informal meeting (caucus) of the Council to discuss their makeup.
- D. The Town Council may appoint members of the Council and/or citizens of the Town to committees by a majority vote. No committee shall have the power of executive action unless specifically authorized and shall report back to the Council for action on its recommendations or proposals.

VII. VOLUNTEER COMMITTEES

- A. Volunteer Committees play an important role in the management of the Town's affairs. Over the years, Committees have formed to serve as a resource on a variety of subjects and projects. Some Committees form for a single purpose and have a limited life span; others serve as an ongoing resource on matters that require the Town's ongoing stewardship.
- B. **Purpose.** The purpose of volunteer committees is to assist the Town Council in the management of the Town's affairs. Ideally, these Committees will serve to inform, educate and advise the Town Council on variety of subject matters.
- C. **Existing Committees** (as of June 15, 2025)

The existing volunteer committees, boards and other entities whose members are appointed by the Town Council are listed in Article XVIII of Chapter 201 (Administrative Code).

- D. **Committee Membership, Voting and Attendance.** Committee membership requires formal appointment by the Town Council. Once formally appointed, all members are entitled to fully participate in, and vote on any matters before the Committee. It is recommended that each Committee appoint a Chairperson to preside over the meetings. Committee members are expected to attend a majority of the Committee meetings. Any member may resign at any time. Any member who misses three (3) consecutive meetings (unless excused) may be presumed to have resigned.
- E. **Role of Town Council Liaison.** Each Committee shall be assigned a member of the Town Council as a Liaison. The Liaison serves as a conduit between the Committee and the Council. In this role, the Liaison will share information and updates between the Committee and the Council, advise the Council on any specific needs of the Committee, and coordinate formal presentations before the Council. The Liaison will also serve as a resource and mentor for the Committee when appropriate. The Liaison is not a voting member of the Committee.
- F. **Meetings, Agendas and Records.** Frequency of meetings, including dates, times and locations as well as meeting agendas should be posted to the Town website in a timely manner prior to a proposed meeting. Meeting minutes are encouraged to be taken and posted to the Town website.
- G. **Annual Work Plan and Annual Report.** With the goal of keeping the various Committees and the Council focused and engaged, the Council requests that each volunteer Committee prepare an annual work plan, and present that plan to the Town Council for approval on an annual basis. The work plan may include items that the Council requests the Committee work on in the coming year, or it may include matters that the Committee would like to address and present to the Council for consideration. Any budget requests should be included in this work plan. Volunteer Committees should also prepare an annual report on their work during the prior year for inclusion in the Town's annual report.
- H. **Presentations to the Council.** With respect to matters formally presented to the Town Council, the Council requests that any presentations include, at a minimum, the following:
 - 1. What is/are the issue(s), or subject matter before the Council?

2. What is the purpose of the report/presentation? Is it informational, action requested, or both?
3. What are the Town's options in addressing/acting upon the issues or subject matter? What are the pros/cons or costs/benefits for each option?
4. What are the Committee's conclusions/recommendations? Are they the best options and why are they in the best interest of the Citizens of Yarmouth?

The Council's goal is to be informed, educated and advised so the Council can make informed decisions on behalf of the Citizens of Yarmouth.

- I. **Conflicts of Interest.** Volunteer Committee members are subject to Conflict of Interest Policy adopted by the Town Council.

VIII. ADOPTION AND AMENDMENTS

- A. In accordance with Article II, Section 8 of the Town Charter, the Council shall adopt rules and order of business. These rules shall be adopted at the first Regular Meeting following the annual organizational meeting.
- B. The rules may be suspended temporarily only with the consent of five (5) of the members of the Council.
- C. No rule or order shall be amended or repealed without notice to all members of the Town Council, in writing, being given at least ten (10) days in advance of such proposed vote to amend or repeal.

Amended:

11/17/94, 05/26/99, 07/18/00, 06/17/02, 06/12/03, 08/21/03, 06/10/04, 06/15/06, 06/19/07, 08/06/09, 07/01/10, 06/16/11, 02/15/18, 6/20/19, 6/16/22, 6/15/23, 7/24/25

Attachments to the Council Rules for Reference:

Town Council Committees

Trust Fund Advisory Committee:

A. Description

This Committee shall be empowered to take all necessary and prudent actions related to the investment, management, and beneficiary distributions of the various trust accounts, and shall report on the summary of its activities to the Town Council annually. To the extent permissible by law, the work of the committee shall be deemed confidential to protect the privacy interests of beneficiaries and applicants for distributions.

Nominating Committee:

A. Guidelines

1. Turnover

- a. It is the intent of the Appointments Committee to encourage turnover in citizen committees.
- b. Existing members whose terms are expiring and who have served four or fewer consecutive years may be nominated for reappointment provided:
 - i. The member seeks and is qualified for reappointment; and
 - ii. The member has demonstrated a sufficient level of interest and ability as demonstrated through attendance and participation; and
 - iii. The member's reappointment is considered to be in the interest of the Town of Yarmouth.
- c. Existing members who have served five or more consecutive years may be nominated for (1) appointment to complete a remaining unexpired term of another position on the same board/committee under the same criteria as b. Above, or (2) reappointment to a full term only if other qualified candidates are determined to be unavailable after completion of the Nominating Committee recruitment process.

If existing members are unavailable or not qualified for reappointments under Sections a. or b. above, then the Nominating Committee may cause a list of the vacancy(ies) to be published on the Town website with a request for applications or expressions of interest. The Town Clerk shall maintain a list of all applicants and shall maintain the list for a two-year running period, updated at least annually.

2. Recruitment

- a. Vacancies shall be posted on the Town website. The Town website shall instruct applicants on how to apply and recommend that potential committee members attend at least one meeting of the committee to which they are applying.
- b. When committee vacancies arise, the Nominating Committee shall inquire with the committee through its chair and/or staff liaison to determine if there are any special qualifications, experience or skills that would assist the committee with its work. If so, the vacancy announcement shall note the committee's request and the Nominating Committee will take the committee's stated needs into account in considering applicants.

3. Interviews

- a. The Appointments Committee may, on its own discretion, and on a case-by-case basis, determine if applicants should be interviewed and, if so, how many.

Operations Committee

A. Description

The Council shall function as a whole (seven members) for purposes of developing the annual operating and capital budget, and for significant financial concerns including, but not limited to: debt structuring, investment and reserve fund policy, audit review, major capital projects, employee compensation and benefits plans, risk management, accounting systems and technology applications, fixed asset and infrastructure accounting and capitalization policies, and contingent debts and liability concerns. The Operations Committee may establish various subcommittees to investigate or oversee any number of concerns or issues, and may delegate some or all of its responsibilities to another standing committee. In addition, the Operations Committee shall meet regularly to review and discuss operations of the municipal departments, committees and advisory boards, to consider long range planning and land use

issues, and to investigate all other public concerns and interest affecting the community and municipal services.