



813 Shore Road
Northport, Maine 04849

Phone (207) 338-0751

Notice of Governance Committee Meeting

The Governance Committee will be meeting on Sunday, March 5, 2023 at 9:00 a.m.

ZOOM ONLY

AGENDA

- 1. Proposed Zoning Ordinance clarification recommended by Town CEO regarding assuring gravel and grass parking and driveways do not count toward lot coverage.**
- 2. Develop Checklist and Policy for use of public lands to access construction on private land (this arises when someone wants to move a cottage into a park to put a foundation under the house or, lately, seawall work).**
- 3. Parking Ordinance: Develop Plan for Continuing Awareness and Education on parking regulations for summer of 2023.**

Topic: Governance Committee

Time: Mar 5, 2023 09:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/88513803972?pwd=WmZqSVRmcThvNEExmalFKWGtKVkdUUT09>

Meeting ID: 885 1380 3972

Passcode: 526559

One tap mobile

+13017158592,,88513803972#,,,,*526559# US (Washington DC)

+13052241968,,88513803972#,,,,*526559# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 885 1380 3972

Passcode: 526559

LICENSE and INDEMNIFICATION AGREEMENT

This indemnification agreement, effective on the date below written, is made by and between **Northport Village Corporation**, hereinafter called *NVC*, and _____ hereinafter called the *Owner*.

PURPOSE

The purpose of this agreement is to grant a temporary license for use of NVC property and to indemnify and hold harmless, NVC, from any acts, or failure to act, by the Owners, or their agents, during and after the repair and reconstruction of the seawalls on the property located at _____ (shown in part as Tax Map U-_, Lot _) hereinafter the **Project**.

LICENSE

NVC, for consideration paid, grants to Owner, whose mailing address is _____, _____, _____, a limited easement over, upon, and through the land known as _____ (herein after "the Village property") for the purpose of building a seawall on Owner's property. The construction shall not begin until after October 1, 2022 and all disturbances and defects caused by the construction to Village property shall be restored and repaired to the satisfaction of the NVC.

INDEMNIFICATION

In addition to the other obligations created by this agreement, the Owner jointly and severally agree to indemnify, and hold harmless, NVC, from any now pending or subsequently initiated, suits, claims, judgments, costs or expenses of any kind, including any fees, penalties or attorneys' fees, associated with any acts or failure to act, by the Owner, or their agents, during and after the Project. This indemnification agreement shall include a right to reimbursement of attorneys' fees incurred by NVC in responding, in any way, to any now pending or subsequently initiated, suits, claims, judgments, costs or expenses of any kind, associated with any acts or failure to act, by the Owner, or their agents during and after the Project. NVC agrees to provide timely notice, in writing, of any claims outlined in this paragraph. Such notice shall be given in a reasonable and timely manner so as to provide the Owner an opportunity to defend, negotiate, and mitigate the damages and costs arising therefrom.

INSURANCE

The Owner shall at all times during the Project, keep and maintain a policy of public liability insurance having policy limits of at least five-hundred thousand dollars (\$500,000) for death or injury to a person or persons and five-hundred thousand dollars (\$500,000) for damage or injury to property. The Owner assumes all liability for, and indemnify

NVC against, any claims, demands, liens or other charges, including attorneys' fees incurred by it, on account of any death or injuries to person or property relating to the Project. If NVC recovers a final judgment against the Owner regarding any loss or damages to persons or property, NVC agrees to reach and apply any insurance money from all of the Owner' insurers before attempting to collect on that judgment directly from the Owner. NVC agrees to provide timely notice, in writing, of any claims outlined in this paragraph. Such notice shall be given in a reasonable and timely manner so as to provide the Owner an opportunity to defend, negotiate, and mitigate the damages and costs arising therefrom.

Agreed to on this _____ day of _____, 2022 by signature below.

**Northport Village Corporation
By its Overseers**

Celeste Bewsher

Brady Brim-DeForest

Frederic B. Lincoln

Victoria Matthews

Judy A. S. Metcalf

Michael Tirrell

Jeffrey Wilt

The Owner

State of Maine

Waldo County _____, 2022

Personally appeared the above named _____, Overseer of the Northport Village Corporation and acknowledged before me the foregoing instrument to be _____ free act and deed in _____ said capacity and the free act and deed of said Village.

Notary Public

Print Name/ Commission exp. _____

State of Maine

Waldo County _____, 2022

Personally appeared the above named _____ and acknowledged before me the foregoing instrument to be her free act and deed.

Notary Public

Print Name/ Commission exp. _____



Application for Use of Village Public Land for Construction Activity

FOR ALL WORK SOUGHT TO BE PERFORMED BY STORAGE OR CROSSING OF CONSTRUCTION MATERIALS OR EQUIPMENT UPON VILLAGE PARKS AND BEACHES, THE HOMEOWNER MUST FIRST GET PERMISSION FROM THE OVERSEERS FOR SUCH USE.

Homeowners and Contractors will be asked to provide construction description, timeline for proposed use, and nature of the burden placed on the Village Property. Homeowners and Contractors will be required to provide an insurance binder named the Village Corporation as an additional insured. The Homeowner may be required to post security to restore any damage done to public lands.

No work or storage will be permitted between June 7th and October 20th of each year. When roads are posted by the town, no work or storage will be permitted.

Kindly provide the following information in order for your request to be placed on the Agenda for the next Overseers Meeting. Please be aware that failure to have proof of insurance or the like in place at the time of the scheduled Overseers Meeting may result in delay in approval.

Contractor Name: _____ Contact Info: _____

Owner Name: _____ Contact Info: _____

Bayside Property Address: _____

Brief Description of the nature of the proposed use of village land (description of equipment to be use; type of storage of materials; length of time of project; whether alternatives have been explored)

- Timeline for Proposed Use
- Insurance
- Signed License and Indemnification Agreement
- Security Posted