



Notes of Governance Committee Meeting  
Sunday, March 5, 2023

The Governance Committee met on Sunday, March 5, 2023 at 9:00 AM. The members of the committee, Daniel Webster, Elaine Moss, Jeffrey Wilt and Judy Metcalf were in attendance. Also in attendance was the President of the Village Corporation, Janae Novotny. Visitors from the public attended the meeting, Jim Coughlin Blair and Beanie Einstein and Christopher Maseychik.

Zoning Ordinance:

The Committee agreed to present modified, clarifying language in the Zoning Ordinance to the CEO of town of Northport for her review and at her request. The clarified language concerns the calculation of lot coverage vis a vis driveways and parking areas. She and the Committee want to assure that the goal to encourage parking on private property is advanced by a clearer definition of impervious surface.

After Toupie Rooney's review and opportunity to comment, the Committee will then ask the Village and the Overseers to comment on this change through public hearings.

Access and Use of Public Property:

The Committee reviewed the existing procedures and policies for evaluating requests for permission to store construction materials on Village property during private construction projects. These procedures cover requests for transporting heavy construction equipment over Village parks and roads in connection with private projects. Attached to this report are the materials reviewed at the meeting.

The Committee will further review and at the April meeting present to the Overseers the final draft for incorporation into the Village's Procedure Manuals.

Parking Ordinance:

The Committee, at the request of the Overseers, also reviewed the enforcement mechanisms established under the Parking Ordinance. It was agreed that community observations and the reports of the Village police officer for the summer of 2022 reflected a broad compliance with the ordinance. In particular, the signs identifying the parking areas and no parking areas were generally complied with. The ready adoption of Cradle Row for alternative overflow parking by villagers and their guests was reviewed.

It was agreed by the Governance Committee that it should report to the Overseers its recommendation that the police officer and others ought to continue to educate the community regarding the existence of the ordinance, its requirements, and that warnings for violations would continue to be the preferred form of enforcement. As appropriate repeat offenders and scofflaws may be subject to enforcement fines as set forth in the ordinance. The Committee will assure that

appropriate warnings, tickets, and fine collection materials are in place. However, it is believed and understood that the Ordinance will be honored by the Villagers and their guests and invitees.

The meeting adjourned at approximately 10:15.

Respectfully submitted,

Judy A.S. Metcalf

**ZONING ORDINANCE OF THE NORTHPORT VILLAGE CORPORATION**

Home Occupation: An occupation or profession which is customarily conducted on or in a residential structure or property and which is 1) clearly incidental to and compatible with the residential use of the property and surrounding residential uses; and 2) which employs no more than two (2) persons other than Family members residing in the home.

Impervious Surface: Those surfaces which prevent or impede the infiltration of stormwater into the soil as it entered in natural conditions prior to development. Common impervious areas include, but are not limited to, ~~rooftops, sidewalks, walkways, patio areas, driveways, and parking lots/~~areas surfaced with impervious asphalt, concrete, stone or comparable material; storage areas, ~~mechanically compacted gravel and soil surfaces;~~ and awnings and other fabric or plastic coverings. For the purpose of this definition, mechanically compacted shall mean small gravel intentionally compacted through the application of external forces such as rollers, vibrating plate compactors, or other mechanical equipment.

Lot: A parcel of land in single ownership, described on a deed, plot or similar legal document.

Lot Area: The area of land enclosed within the boundary lines of a Lot, minus land below the normal high-water line of a water body or upland edge of a wetland and areas beneath roads serving more than two Lots.

Lot Coverage: The percentage of the Lot Area covered by all Structures and Impervious Surfaces. Notwithstanding the foregoing, when a required Parking Space is not covered with concrete, or impervious asphalt, ~~or compacted gravel~~, the calculation of Lot Coverage shall exclude from the numerator, for each required off-street Parking Space actually constructed in an area where another Structure does not already count toward Lot Coverage (for example, ~~a deck~~ underneath a deck or a garage), an area equal to the lesser of (a) 162 square-feet or (b) the actual space provided for the Parking Space.

Lot of Record: A parcel of land, a legal description of which or the dimensions of which are recorded on a document or map on file with the Waldo County Registry of Deeds.

Mobile Home: A Structure designed as a Dwelling for location on a permanent foundation and containing sleeping accommodations, a toilet, a tub or shower bath, and kitchen facilities, including major appliances and furniture, with plumbing and electrical connections provided for attachment to outside systems, and designed to be transported after fabrication on its own wheels. A Mobile Home shall contain not less than 450 square feet of Gross Floor Area. Mobile Homes shall include manufactured or modular housing constructed and installed in accordance with Housing and Urban Development standards. Manufactured or modular housings constructed and installed in accordance with BOCA standards shall not be included in the definition of Mobile Home.

Mobile Home Park: A plot of land laid out to accommodate at least two Mobile Homes. See Section 6.7.

**ZONING ORDINANCE OF THE NORTHPORT VILLAGE CORPORATION**

Principal Use: A use other than one which is wholly incidental or accessory to another use on the same Lot.

Recreational Vehicle: A vehicle or an attachment to a vehicle designed to be towed, and designed for temporary sleeping or living quarters for one or more persons, and which may include a pick-up camper, travel trailer, tent trailer, camp trailer, and motor home. In order to be considered as a vehicle and not as a Structure, the unit must remain with its tires on the ground, and must be registered with the State Division of Motor Vehicles.

Regional Flood: A flood determined to be representative of large floods known to have occurred in Maine. A Regional Flood is a flood with a one percent chance of being equaled or exceeded in any given year. See Section 6.4.

Sign: A name, identification, description, display or illustration which is affixed to, painted or represented, directly, or indirectly upon a Building, Structure, parcel, or Lot and which relates to an object, product, place, activity, person, institution, organization or business on the premises. See Section 6.10.

Structure: Anything temporarily or permanently located, built, constructed or erected for the support, shelter or enclosure of persons, animals, goods or property of any kind, or anything constructed ~~or~~ on or in the ground. ~~The term includes structures temporarily or permanently located, such as decks, patios, and satellite dishes. Structure does not include:~~ fences; poles and wiring and other aerial equipment normally associated with service drops, including guy wires and guy anchors; subsurface waste water disposal systems as defined in Title 30-A, Section 4201, subsection 5; geothermal heat exchange wells as defined in Title 32, Section 4700-E, subsection 3-C; or wells or water wells as defined in Title 32, Section 4700-E, subsection 8.

Variance: A relaxation of the terms of this Ordinance granted by the Zoning Board of Appeals where such relaxation would not be contrary to the public interest and where, because of conditions peculiar to a property and not the result of the actions or inaction of the applicant, a literal enforcement of this Ordinance would prevent reasonable use of the property and result in undue non-financial hardship. A financial hardship shall not constitute grounds for granting a Variance. The crucial factors of a Variance are undue non-financial hardship and unique circumstances applying to the property. A Variance is not justified unless both elements are present in the case. As used in this Ordinance, a Variance is authorized only for Height, Lot Coverage, and size of Structures. Establishment or expansion of a use or Lot otherwise prohibited shall not be allowed by Variance, nor shall a Variance be granted because of the presence of nonconformities in the District.

Zoning Board of Appeals: The Zoning Board of Appeals for the Town of Northport acting pursuant to the Town of Northport's Building Permit Ordinance.

## 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 naming the Northport 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 May 15<sup>th</sup> and October 20<sup>th</sup> 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 used, type of materials to be stored, duration of storage needs, method of egress to Village land, whether alternatives have been explored, etc.)

**Submittals:**

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