

CHAPTER 318

**RENTAL DWELLING ORDINANCE**

Town of Yarmouth, Maine

Adopted: 11/16/2018

Amended: 04/25/2019

Amended: 12/17/2020

Amended: 03/XX/2021

# RENTAL DWELLING ORDINANCE

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# RENTAL DWELLING ORDINANCE

## Article I - General

### A. Title.

This ordinance shall be known and may be cited as the Rental Dwelling Ordinance of the Town of Yarmouth, Maine.

### B. Purpose.

The purpose of this ~~Article~~ordinance is to address housing insecurity in the Town of Yarmouth; to minimize the potential adverse impacts of un-noticed or short-notice rent increases; to maintain a registry of all Long-Term and Short-Term Rental(s) that require registration and relevant data associated therewith to assist the Town in understanding the nature of the existing rental housing stock and its characteristics and in formulating housing policies.

### C. Applicability.

This ~~article~~ordinance shall apply to any and all ~~rental dwelling units~~Long-Term Rental(s) in the Town limits of Yarmouth that are part of a building or complex with ~~ten~~two or more rental dwelling units and or any rental dwelling unit designated as a Short-Term Rental in the Town limits of Yarmouth.

### D. Definitions.

**Landlord** means an owner, manager, lessee, sublessee, managing agent or other person having the right to rent or sell or manage Long-Term or Short-Term Rental(s) ~~any housing unit or rental property~~ or any agent of these individuals or entities.

~~E.~~ **Long-Term Rental** means a Dwelling Unit that is offered for rent for a period of thirty (30) days or more.

~~**Dwelling Unit** has the same meaning as defined in Chapter 701.~~means one (1) or more rooms forming a single unit including food preparation, living, sanitary and sleeping facilities used or intended to be used by two (2) or more persons living in common or by a person living alone.

**Rental Housing Register** means an annual listing of all and associated location, contact and unit characteristics which shall be maintained by the Town of Yarmouth.

**Short-Term Rental** means a Dwelling Unit or a portion thereof that is offered for rent for a period of less than thirty (30) days.

**Tenant** means an individual~~(s), individuals~~, an entity~~(ies), entities~~, a lessee or sub-lessee, or other person~~(s)~~ having the right to rent any ~~housing unit or rental property~~ Short-Term or Long-Term Rental or any agent of these individuals or entities. This definition includes a Tenant at will as described in 14 M.R.S. §6002, as amended from time to time.

**A.E. Rental Housing Advisory Committee.**

- (a) There is hereby created a Rental Housing Advisory Committee (the "Committee").
- (b) The Committee shall be comprised of seven (7) members, including three (3) Landlord representatives, three (3) Tenant representatives and one (1) at-large resident representative who is neither a Tenant nor a Landlord of rental property, all of whom shall be appointed by the Town Council. All members of the Committee shall be residents of the Town of Yarmouth or shall be rental property owners or management representatives of residential rental properties located in Yarmouth ("Landlords") shall serve staggered terms set by Town Council order.
- (c) The Committee shall be chaired by the At-Large representative who is neither a tenant nor landlord.
- (d) The Committee shall meet not less than quarterly and shall undertake the following duties:  
  
Provide the Town Council with recommendations or proposals for improvements, modifications, or changes to the Town's housing ordinances or policies.

**Article II – Long-Term Rental**

**B.A. Notification of rent increases.**

Notwithstanding 14 M.R.S. Section 6015, a Landlord shall give seventy-five (75) days' written notice of any rent increase to a Tenant of a Long-Term Rental.

**Article III – Registration**

**A. Rental Registration**

All Landlords shall register with the Town every Long-Term and or Short-Term Rental(s) they administer on forms provided by the Town. A Dwelling Unit occupied by the Landlord as their bona fide personal residence shall be exempt from the registration requirement. Landlords shall renew the registration(s) of such Long-Term and or Short-Term Rental(s) with the Town no later than January 31<sup>st</sup> each year. All registration and renewal fees as described in Chapter 401 shall be paid before such registration or renewal shall be considered complete.

**B. Rental Dwelling Unit Register**

A listing of all Long-Term and Short-Term Rental(s) in the Town of Yarmouth, which shall include such information as name of landlord, landlord and/or management entity contact information including address, phone number, mobile phone number, and email address, Dwelling Unit information such as address, number of units in the property/building(s), number of bedrooms in each unit, and such other data as determined appropriate by the Town Manager or his designee. The Town shall not collect any information pertaining to the individual tenant(s) of such Long-Term and Short-Term Rental(s).

**Article IIIV - Enforcement**

**A. Enforcement and remedies.**

Any violation of Article II of this Chapter may be considered a civil infraction and may be enforced pursuant to the Yarmouth Town Administrative Code Chapter 201, Article 1, §L.

**B. Severability.**

The provisions of this Article are severable. If any of its provisions are held invalid by act of competent jurisdiction, all other provisions of this Article shall continue in full force and effect.



## Memorandum of Understanding

### By and Between the Town of Yarmouth Maine and the Sandy Point Road Association

Whereas, since 1991 the Town of Yarmouth ("~~Town~~" or "~~Yarmouth~~") has owned and operated public park and recreational lands known as Camp SOCI on Cousins Island in the Town ~~of Yarmouth, Maine~~ ("~~Camp SOCI~~"), and

Whereas, the primary vehicular access point for Camp SOCI is and has been over and across a portion of a privately-owned and maintained road known as Sandy Point Road, and

Whereas, the public use traffic over that portion of Sandy Point Road imposes costs of maintenance and repair to the roadway, which costs are currently borne exclusively by the members of the Sandy Point Road Association, ~~-a private not-for-profit association of the lot owners of the Sandy Point subdivision (10 lots as of the date hereof) (the "Association"), and~~

Whereas, the Town ~~of Yarmouth~~ and the ~~Sandy Point Road~~ Association mutually seek to establish a cost-sharing agreement wherein the Town of Yarmouth shares some of the cost burden for maintenance and repair of Sandy Point Road on a reasonable and fair basis in the spirit of cooperation, collaboration, and responsible citizenship, and

Whereas, the parties would prefer to establish a mutually agreeable cost sharing agreement for maintenance of Sandy Point Road and to avoid unnecessary disputes or litigation centered on establishing the respective legal rights and obligations of each party,

Now therefore, it is hereby agreed the following:

1. ~~The Town of Yarmouth~~ and members of the public seeking access to Camp SOCI ~~will~~ shall continue the long-standing practice of using Sandy Point Road from Cousins Street to the existing Camp SOCI drive entrance for vehicular, bicycle, and pedestrian access to Camp SOCI (-a distance of approximately 120 feet).
2. Nothing herein shall be interpreted or construed to waive, release, limit, or relinquish any other existing or claimed right, title, or interest of the Town in and to Sandy Point Road all of which are expressly reserved by the Town.
3. Sandy Point Road Association shall continue its longstanding practice of clearing, maintaining, and repairing Sandy Point Road from its intersection with Cousins ~~Street~~ to its terminus (a distance of approximately 1200 feet).
- 1.4. ~~Sandy Point Road is and shall continue to be a "Private Way" and n~~Nothing herein shall be interpreted or construed to establish Sandy Point Road as a Town Way or

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We recommend including this broad non-waiver language so that it encompass all possible subjects covered in this Agreement.

public highway under the laws of the State of Maine nor otherwise alter the current legal status of Sandy Point Road.

~~5. The Sandy Point Road Association is a private not for profit association of the lot owners of the Sandy Point subdivision (10 lots as of the date of this Agreement), and nothing herein shall be interpreted or construed to confer or establish to the Town of Yarmouth any title interests or claims of possession not previously established, if any, in Sandy Point Road or any membership or rights or privileges of membership in the Sandy Point Road Association or the Sandy Point subdivision.~~

~~6. Payment. A.—Beginning with the municipal fiscal year which starts on July 1, 2021,~~ 2019 the Town of Yarmouth shall pay to the Treasurer, Sandy Point Road Association a sum of six hundred dollars (\$600.00) per fiscal year as a responsible fair share of the annual road maintenance expenses. Said sum of Six Hundred Dollars may be reviewed and revised from time to time by mutual agreement of the parties.

~~Non-Appropriation. B.—In addition, and in recognition of the Town and public's use and enjoyment in the first 120 feet (more or less) of Sandy Point Road since 1991 to the present, the Town of Yarmouth shall make an additional one-time lump-sum payment to the Treasurer of Sandy Point Road Association on or before August 1, 2021 in the amount of Eight Thousand Dollars (\$8,000).~~

~~7. No payments made under Section 65A or 5B5, above, shall be deemed to constitute a debt obligation of the Town of Yarmouth. Rather these are pledges for municipal budget appropriations only, and, as such, are subject to reduction or elimination by action of the Town Meeting of the Town of Yarmouth under its Town Charter. The only remedy for Sandy Point Road Association in the event of such non-appropriation or a reduction of the appropriations amounts provided under Section 5A and/or 5B56 is the termination of this Memorandum dissolution of this Agreement by written notice to the Town of Yarmouth as hereinafter provided.~~

~~2.—Mutual Promises.~~ In consideration of this ~~Agreement Memorandum~~, and in the spirit of cooperation, the parties hereby make mutual pledges to one another to take no physical or legal action to bar, restrict, or hinder the use of Sandy Point Road by the other party hereto; in the case of the uses by the Town ~~of Yarmouth~~ this pledge applies to the use of Sandy Point Road from Cousins Street to the Camp SOCI access drive (a distance of

approximately 120 feet); and in the case of the use by the members of the Sandy Point Road Association and any or their guests, visitors, contractors or other users authorized by the Sandy Point Road Association this pledge

~~3-8.~~ applies to the entire length of Sandy Point Road, (a distance of approximately 1200 feet). This shall not be construed to prevent or hinder the Town from normal work on Cousins Island on roads or utilities, emergency responses and operations, or similar governmental activities or the imposition of temporary and emergency restrictions to provide essential governmental functions and actions such as, but not limited to, firefighting, public road maintenance, cordoning or evacuation due to natural disasters or public safety threats. These mutual pledges shall expire upon the ~~dissolution~~ termination of this ~~Agreement Memorandum~~.

#### 9. Termination.

A. ~~Dissolution or termination of this Agreement may be made by t~~The Sandy Point Road Association may terminate this Memorandum for any reason at any time on or after July 1, 2025 by giving one year (365 days) ~~of advanced~~ written notice to the Town of Yarmouth. Provided, however, in the case of non-appropriation of funds established under Section 5B, above, the ~~Sandy Point Road Association may terminate or dissolve~~ this Memorandum agreement at any time by giving six months' ~~advanced~~ written notice to the Town of Yarmouth.

B. ~~Dissolution or termination of this Agreement may be made by t~~The Town of Yarmouth may terminate this Memorandum for any reason at any time by giving six months' ~~of advanced~~ written notice to the Sandy Point Road Association.

C. Provided, in the case of a breach ~~hereof this Agreement~~ against the interests of either party as relates to any action taken contrary to the mutual pledges under Section 8, above, either party may provide the other party written notice of such breach and provide the offending party 10 business days to cure such breach. If the breach has not been cured within the cure period (or any extended period of cure that the parties may mutually agree to in writing) the party giving notice may immediately ~~dissolve or~~ terminate this Agreement Memorandum by giving written notice to the other party.

10. Defense and Indemnification. The Association shall defend, hold harmless, and indemnify the Town of Yarmouth against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Association or any of its agents, employees, contractors, or subsidiaries in connection with the Association's clearing, maintaining, and repairing Sandy Point Road from its intersection with Cousins Street to its terminus (a distance of approximately 1200 feet). Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their its



respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO THE ASSOCIATION UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

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We strongly recommend including this provision. Presumably, the Association retains contractors to maintain the road. This provision helps ensure that if such contractors are injured, they cannot bring claims against the Town.

11. No Assignment. The Association may not assign its rights, use of, or responsibilities hereunder to any third-party without the prior written consent of the Town.

12. Entire Agreement. This Agreement-Memorandum constitutes the entire agreement between the parties concerning the subject matter contained herein and no oral or implied agreements exist. This Agreement-Memorandum supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the parties, concerning the subject matter contained herein.

13. No Modification. No alteration, modification or change in this Agreement-Memorandum shall be valid unless executed in writing by all of the parties hereto.

14. Notice. Any notices due and required under this Agreement-Memorandum shall be given to:

A. The Town:

Attn: Town Manager  
Yarmouth Town Hall  
200 Main Street  
Yarmouth, Maine 04096

B. The Association:

Attn:

Dated at Yarmouth, Maine this \_\_\_\_ day of \_\_\_\_ 20\_\_.

Signature/witness lines

**Commented [ZBB3]:**

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If the Town or the Association want to record this MOU, it would need to be notarized. The notarization can be easily added.