

INTERLOCAL AGREEMENT BETWEEN TOWNS OF LYMAN AND  
DAYTON FOR JOINT OPERATION AND MANAGEMENT OF FIRE AND  
EMERGENCY RESCUE SERVICES

This interlocal agreement between the Town of Lyman and the Town of Dayton for Joint Operation and Management of Fire and Emergency Services (“Agreement”), as amended, is made this 1<sup>st</sup> day of July 2013 (Effective Date”), by and between the INHABITANTS OF THE TOWN OF LYMAN, a municipal corporation existing under the laws of the State of Maine with a principal place of business at 11 South Waterboro Road, Lyman, ME, 04002 (“Lyman”), and the INHABITANTS OF THE TOWN OF DAYTON, a municipal corporation existing under the laws of the State of Maine with a principal place of business at 33 Clarks Mills Road, Dayton, ME 04005 (“Dayton”). The foregoing are also referred to herein collectively as “the Parties” or singly as “Party.”

**WHEREAS**, both State law and Maine municipalities generally encourage the development of regional coalitions of local governments in order to establish efficient and effective delivery of municipal services;

**WHEREAS**, the Parties to this Agreement have the authority to provide for fire prevention, fire extinguishment and emergency services within their respective jurisdictions pursuant to 30-A M.R.S.A. §§ 3151-3157, as may be amended, and as may otherwise be provided for by law;

**WHEREAS**, the Parties to this Agreement have determined that it will be a more efficient use of their resources and to their mutual advantage to form a Joint Fire and Emergency Rescue Services Department; and

**WHEREAS**, the Parties are authorized to contract with each other for such purposes pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S.A. §§ 2201-2207, as may be amended;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter stated, the Parties do hereby promise and agree as follows:

**SECTION 1. PURPOSE.**

**1.1. Purpose**

The purpose of this Agreement is to establish the Lyman-Dayton Joint Fire and Emergency Rescue Department, a joint municipal department of the Parties doing business as Goodwin’s Mills Fire-Rescue, hereinafter called the “Department,” to perform all fire prevention, fire extinguishment and provision of emergency rescue service duties of the Parties.

## **SECTION 2. DEFINITIONS**

### **2.1. Definitions**

As used in this Agreement:

- (a) "Costs" shall mean all costs of operating and equipping the Department, to include, without limitation, salaries, benefits, training, insurance, vehicles, equipment, supplies, materials, maintenance, fuel, communications, in-kind contributions and technical services.
- (b) "Department" shall mean the organized firefighting unit of the Parties established by this Agreement to prevent and extinguish fires and to provide emergency rescue services.
- (c) "Equipment" shall mean emergency services vehicles, firefighting vehicles, generators, pumps, ladders, maintenance tools, training devices, gear, and similar items.
- (d) "Fire Chief" shall mean the chief of the Department recommended by the Fire Commission and appointed by the municipal officers of the Parties and/or, in the Fire Chief's absence, the Fire Chief's designee as defined in 30-A M.S.R.A. § 3153.
- (e) "Municipal firefighter" shall be as defined in 30-A M.R.S.A § 3151(2) and may include an ambulance attendant, emergency medical services provider or technician as defined in 32 M.R.S.A. § 83, as may be amended.
- (f) "Party" or "Parties" shall mean the original signatories to this Interlocal Agreement as identified above.
- (g) "Provide emergency services" shall be as defined in 30-A M.R.S.A. § 3151(1-A), as may be amended.
- (h) "Treasurer" shall be defined as the Party official then acting as treasurer of the Department as determined in accordance with Section 4.3 of this Agreement.
- (i) "Volunteer firefighter" shall be as defined in 30-A M.R.S.A. §3151 (4), as may be amended.
- (j) "Level One Employee" shall be defined as any full-time employee as that term is defined in the Parties fire-rescue personnel policy and any employee, regardless of category, who is designated by the Fire Commission as a deputy chief, assistant chief or similar title and responsibility.

(k) "Level Two Employee" shall be defined as any part-time, per diem on-call or volunteer employee, , as those terms are defined in the Parties' fire-rescue personnel policy who is not designated by the Fire Commission as a deputy chief, assistant chief or similar title and responsibility.

### **SECTION 3. ADMINISTRATION.**

#### **3.1. Fire Commission**

There is hereby established a governing board, the Fire Commission, consisting of six (6) Commission Members and a non-voting Treasurer. Three (3) Commission Members shall be appointed by the municipal officers of each Party. Terms for Commission Members shall be three (3) years. The Treasurer shall be appointed annually by mutual agreement of the municipal officers from both Parties, as described in Section 4.3A of this Interlocal Agreement.

Within the Commission membership from each Party there shall be two (2) active voting members and one (1) alternate voting member. The two Parties shall rotate annually by the fiscal year the use of their alternate voting member as a regular voting member, such that the majority of active voting members shall rotate between the two Parties annually. Lyman shall have the alternate voting member privilege in 2010/11; Dayton in 2011/12; and they shall rotate annually thereafter. This will ensure an odd number for voting purposes.

The alternate voting member from the specified Party will be decided by the Commission Members from that Party at the first Fire Commission meeting in the new fiscal year. An alternate voting member shall automatically become an active voting member in the absence of one of that Party's active voting members.

Each Commission Member shall have been a resident of the appointing municipality for at least one year immediately preceding his/her appointment and shall continue as a resident during his/her term. If a Commission Member terminates his/her residency in the appointing municipality, his/her position shall automatically become vacant. No Commission member shall be an employee of the Department. If a Commission member becomes an employee of the Department during his/her tenure as a Commission member, his/her position on the Fire Commission shall become vacant and that Party shall name a replacement for the balance of that term. Any Commission member may be removed for cause by action of the municipal officers of the Party that appointed him/her.

### **3.2. Meetings**

(a) The Fire Commission shall, at its annual meeting, elect from its membership a chair, vice-chair and secretary and such other officers as it may desire and may adopt bylaws and other rules, policies and procedures to govern the conduct of its meetings and other affairs of the Fire Commission and the Department, not inconsistent herewith.

(b) The Fire Commission shall meet as determined by the Chair, but no less than quarterly.

(c) A quorum for any Fire Commission meeting shall consist of at least three (3) voting board members (plus, each municipality must be represented). The Fire Commission may act by majority vote of those present and voting; provided, however, that the appointment or removal of the Fire Chief shall require the affirmative vote of at least four (4) board members, in addition to approval by the municipal officers of both Parties. The appointment of a Level One Employee shall require the affirmative vote of at least four (4) board members.

(d) All meetings of the Fire Commission shall be held in accordance with the Maine Freedom of Access Act, 1 M.R.S.A. § 401 *et seq.*, as may be amended.

(e) The municipal officers of either Party the board chair or the Fire Chief may call an emergency or special meeting by providing written notice thereof to each board member and to each Party unless emergency requirements necessitate calling such a meeting by faster means, in which case, telephonic or electronic notification shall suffice.

### **3.3. Vacancies**

A vacancy has the same meaning as for municipal officials, pursuant to 30-A M.R.S.A. § 2602, as may be amended. The appropriate Party's municipal officers may appoint a person to fill a vacancy in the office of board member, and that person shall serve for the remainder of the term, provided, however, that if a Party's municipal officers have failed to fill a vacancy within sixty (60) days of the creation of that vacancy, the remaining board members from that Party shall appoint a qualified person from that municipality to fill that vacancy.

### **3.4. Powers and Functions**

The Fire Commission and the Fire Chief shall have all powers necessary and incidental to the performance of fire prevention, fire extinguishment and emergency services by the Department, to include, without limitation, the powers and functions listed herein and below.

## **A. Powers and Functions of Fire Commission**

The Fire Commission shall have all powers necessary and incidental to the performance of fire prevention, fire extinguishment and emergency services by the Department, to include without limitation the following:

- (1) to recommend to the municipal officers of the Parties the appointment and, if necessary, the removal for cause after notice and hearing, of the Fire Chief; and to supervise and fix the compensation and benefits for the Fire Chief;
- (2) to fix the compensation and benefits, and remove for cause after notice and hearing all municipal firefighters and to appoint all Level One Employees;
- (3) to recommend to the Parties the acquisition of real estate, land and/or building(s), to be used by the Department;
- (4) to determine locations to house fire prevention, fire extinguishment and emergency services equipment after due consideration of population, road network and other relevant factors;
- (5) to approve the acquiring of supplies and equipment by purchase, lease, gift, bequest, grant or otherwise that are in excess of one-thousand (\$1,000) and that have not been previously budgeted; provided, however that any contract or purchase of goods or services over ten-thousand dollars (\$10,000) shall be subject to competitive bidding;
- (6) to receive funds by collection, appropriation, gift, bequest, grant or otherwise, and to hold and disburse the same;
- (7) to establish reasonable fees for fire prevention, fire extinguishment and emergency services rendered to partially or wholly offset the costs of operating the Department, provided that (i) any fee schedules shall be approved by the municipal officers of both Parties and (ii) all funds generated shall be deposited with the Treasurer;
- (8) to contract for legal, medical, education, technical or other related services;
- (9) to contract with municipalities that are not party to this agreement for mutual fire and emergency services assistance;
- (10) to adopt bylaws and other rules, policies and procedures for the conduct of its business; and

- (11) to conduct all labor negotiations and approve tentative labor contracts; provided, however that any final labor contracts shall be approved by the municipal officers of both Parties.

### **B. Powers and Functions of Fire Chief**

A Fire Chief shall be recommended by the Fire Commission and appointed by the municipal officers of the Parties to serve as the administrator of the Department. The Fire Chief shall have all powers necessary and incidental to the performance of fire prevention, fire extinguishment and emergency services by the Department, as provided by Title 30-A § 3153, unless otherwise provided in Titles 12 and 25, to include without limitation the following:

- (1) to direct and control all municipal and volunteer firefighters in the performance of firefighting and emergency services operations within the geographical limits of the Parties except as otherwise provided in Titles 12 and 25, Maine Revised Statutes, as may be amended;
- (2) to recommend to the Fire Commission the hiring of all Level One Employees and recommend to the Fire Commission the removal of all Municipal Firefighters;
- (3) to promulgate administrative rules, policies and procedures relating to the Department with the approval of the Fire Commission;
- (4) to provide a training program for firefighters within the original member municipalities in cooperation with appropriate governmental agencies;
- (5) to obtain assistance from persons at the scene of a fire to extinguish the fire and protect persons and property from injury;
- (6) to provide for the maintenance of all fire equipment and buildings;
- (7) to be authorized to pull down and demolish structures and appurtenances if he/she judges it necessary to prevent the spread of fire;
- (8) to suppress disorder and tumult at the scene of a fire and generally to direct all operations to prevent further destruction and damage;
- (9) to recommend to the Fire Commission whether to enter into mutual aid agreements with surrounding municipalities as deemed necessary or appropriate;

- (10) to complete the hiring and promotions of all Level Two Employees;
- (11) to finalize the removal of all Level One and Level Two Employees after due process, and when directed by the Fire Commission.
- (12) to recommend to the Fire Commission the appointment of a Deputy Fire Chief
- (13) The Fire Chief shall be appointed as the Forest Fire Warden for the Parties as provided for by Title 12 § 8902.

## **SECTION 4. FINANCE**

### **4.1. Apportionment**

- (a) Fees collected for services rendered shall be delivered to the Treasurer and applied to the cost of operations of the Department. Any deficits shall be made up by grants, gifts, and appropriations from the Parties.
- (b) In accordance with a funding formula devised and approved annually by the municipal officers of the Parties, the Fire Commission shall annually provide to the Parties recommended appropriation amounts for each respective Party for the succeeding year. In the event either Party appropriates less than the amount recommended by the Fire Commission for the succeeding fiscal year, then the amount due by the other Party shall be reduced proportionately. Nothing in this Section shall be construed to prevent a Party from contributing more than its required share of costs.

### **4.2. In-Kind Contributions**

Subject to approval of the Fire Commission, credit shall be given to Parties making in-kind contributions to the operation of the Department, provided such credit does not exceed five-hundred dollars (\$500) in any fiscal year. Credit amounts shall be based upon actual costs and shall be limited to administrative overhead, equipment storage, training space, telephone, materials and supplies and audits.

### **4.3. Financial Procedures**

- (a) As of the Effective Date, the municipal treasurer of Dayton shall serve as Treasurer for the Department; provided, however that the municipal officers of both Parties shall annually, before the beginning of the new fiscal year, revisit the question of which Party will employ the Treasurer

and may alternate this responsibility between the Parties as they see fit. The Treasurer, or their appointed deputy, based on the approval of the Fire Commission, shall have the power and duty to: collect, receive, hold and disburse funds; maintain accurate and complete records of Department transactions; prepare regular financial reports for submission to the Fire Commission. The Treasurer, or their appointed deputy, may disburse money on the authority of a warrant drawn for such purpose: (1) affirmatively voted and signed by a majority of the Fire Commission members at a duly called public meeting; or (2) signed by the Fire Chief, Fire Commission Chair, and any one of the Fire Commissioners from the Town other than the Town of the Fire Commission Chair (so that each Town is represented).

- (b) The Fire Chief shall prepare a budget for presentation to the Fire Commission on or prior to February 1<sup>st</sup> of every year. The Fire Commission may hold public hearings and make changes as it desires, shall determine recommended appropriations in accordance with Section 4.1 (b), and shall submit the budget and recommendations to the Parties on or prior to March 1st of each year.
- (c) The fiscal year shall be from July 1<sup>st</sup> to June 30<sup>th</sup>. The Parties shall make twelve (12) equal payments as herein required or specified per fiscal year, with the payments due monthly on the first business day following the first municipal officers' meeting at which a financial warrant is signed. The Fire Commission shall make reasonable efforts to collect all fees and shall transmit the same to the Treasurer.
- (d) The financial records of the Department shall be audited annually by the person engaged to audit the records of the Party that is employing the Treasurer, as provided in Subsection 4.3(a) above; provided, however that the cost of said audit shall be an expense of the Department.
- (e) Any unexpended Department funds at the end of the fiscal year shall remain in the Department's account to offset the following year's Department budget.

#### **4.4. Capital Improvements**

- (a) In the event that a capital improvement expenditure is required to be made within the fiscal year budget, , the cost of which in the opinion of the Fire Commission may adversely affect that fiscal year's budget. the Fire Commission shall, after an affirmative vote of at least four (4) board members that the cost should be incurred, determine whether to (1) authorize the Department to fund the expenditure or (2) request the Parties



to provide the funds; provided, however that in either case the Fire Commission shall notify the Parties of the necessity to fund the expenditure and secure approval from the municipal officers of both Parties before the expenditure may be made.

- (b) The funds so provided by the requested Parties shall be used by the Department only for the purposes for which the request was made. Any surplus funds not so used shall be returned to the Parties in the same proportion in which such municipalities originally contributed such funds.
- (c) The proportionate share of the expenditure to be contributed by each Party so requested shall be determined by the Fire Commission on the basis of the cost sharing formula then in effect, as set forth in Section 4.1(b) herein.

## **SECTION 5. PROPERTY**

### **5.1. Title**

- (a) Title to any personal property acquired for Department purposes subsequent to the Effective Date of this Agreement shall be held by the Parties with the interests therein determined according to each Party's actual contribution to the acquisition thereof. Such property shall be acquired only upon approval by a majority of the full membership of the Fire Commission.
- (b) Title to any real property acquired for Department purposes subsequent to the Effective Date of the Agreement shall be held by the parties as tenants in common. The interests therein shall be determined according to each Party's actual contribution to the acquisition thereof. The Fire Commission shall recommend the purchase of such property to the legislative bodies of the Parties.
- (c) Interests in the real and personal property listed in Appendix A shall be conveyed forthwith by appropriate instruments to the Parties in a manner that will create tenancies in common in any such real property between the Parties, with each Party having a one-half-undivided interest in each piece of real and personal property so conveyed.

### **5.2. Maintenance; Insurance**

- (a) The Fire Commission shall procure and maintain at all times during the term of this Agreement *insurance coverage for all operations, facilities, equipment and personnel of the Department in a form recommended by the Parties' respective insurers*; provided, however that the insurance coverage

shall at a minimum include all risk property insurance, insuring the Department equipment and buildings at replacement cost; comprehensive general liability insurance with a minimum policy limits of Two Million Dollars (\$2,000,000) per occurrence; public officials insurance covering the actions of the Fire Commission and its officers, agents and employees in the minimum amount of Four Hundred Thousand Dollars (\$400,000), or such other amount as may be required under the Maine Tort Claims Act; auto insurance, including comprehensive and collision coverage, at agreed replacement cost and liability coverage with a minimum policy limit of Two Million Dollars (\$2,000,000) per occurrence; boiler and machinery insurance; and fidelity bonds covering the actions of Department personnel. The Fire Commission shall, upon request, furnish to the Parties the appropriate documentation showing that such coverage is in effect with a provision for at least a thirty (30) days advance notice of cancellation to each Party.

### **5.3. Disposition**

- (a) During the term of this Agreement, the Fire Commission may recommend to the Parties the disposition of any property in the possession of the Department by virtue of this Agreement. If Parties approve such disposition, the property shall first be offered for sale to the Parties for a reasonable value. If no Party purchases such property within thirty (30) days of the offer, it shall be sold. Proceeds shall be turned over to the Treasurer.
- (b) Upon termination of this Agreement, any property in the possession of the Department by virtue of this Agreement shall be offered for sale to the Parties for a reasonable value; then, if no Party purchases such property, it shall be offered at public auction. Proceeds shall be divided in accordance with the Parties' interests in the property.
- (c) Any funds remaining in the Parties' Department accounts shall upon termination of this Agreement be divided in accordance with the total payments and contributions made by each Party.

## **SECTION 6. PERSONNEL**

### **6.1. Employer**

- (a) Lyman shall be the employer of all Department employees for purposes of payroll and related functions. Lyman shall be solely liable to any such

employees for any liability for compensation or indemnity for injury or sickness arising out of or in the course of their employment; provided, however, that Dayton agrees to indemnify Lyman for its proportional share of any such liability in excess of the limits of workers' compensation or other insurance; provided, further, nothing in this section shall effect the liability insurance coverage of the Parties under the insurances coverage obtained by the Parties on behalf of the Department.

- (b) Employee time may be contributed to the Department by the Parties. Persons performing work under such arrangements shall be subject to the supervision of the Fire Chief, but shall otherwise retain the status of an employee of the contributing Party.

## **SECTION 7. LEVEL OF SERVICE**

Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response shall be provided at the same level to each of the Parties under the terms of this Agreement. In the event of simultaneous emergencies within the Parties whereby resources of the Department are taxed beyond its ability to render equal protection, the Fire Chief, or designee, shall determine how to allocate the Department's resources.

## **SECTION 8. REMEDIES**

### **8.1. Breach**

A Party shall be deemed to be in breach of this Agreement if it fails to appropriate or make timely payment of its share of costs, or if it fails to perform or comply with any of the terms, provisions, or conditions of this Agreement. The Fire Commission shall give a Party written notice of specific acts or omissions which constitute breach. The Party so notified shall have ten (10) days to cure the breach. If the Party fails to cure the breach within the above-mentioned time period, or if the Party waives the time period, then the Party or the Fire Commission shall have the power to submit the question of breach to the dispute resolution procedure established in Section 8.2.

### **8.2. Dispute Resolution**

The Parties have entered into this Agreement in good faith and in the belief that it is mutually advantageous to them. With that same spirit of cooperation, the Parties agree to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, except in the event of an emergency requiring immediate injunctive or other

relief, the Parties shall endeavor to enter into good faith negotiations and non-binding mediation through a neutral mediator within thirty (30) days (or such greater period as may be agreed to by the Parties) of notice of any dispute from the other Party in order to attempt to resolve their differences, prior to any litigation. Each Party shall bear its own costs and attorney's fees and shall share equally the costs of the mediator. This Agreement is made and shall be construed under the laws of the State of Maine except any choice of law rule that may direct the application of the laws of any other jurisdiction.

### **8.3. Notices.**

Every notice, request, demand, approval, consent or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing and either hand delivered or mailed by United States first class, postage prepaid mail directed to the other Party at its address set forth below, or such other address as either Party may designate by notice given from time to time in accordance with this Section. All such notices and other communications initially shall be delivered or addressed to the Parties at the addresses set forth below.

Lyman:

Board of Selectmen, Town of Lyman  
Lyman Town Offices  
11 South Waterboro Road  
Lyman ME 04002

Dayton:

Board of Selectmen, Town of Dayton  
Dayton Town Offices  
33 Clarks Mills Road  
Dayton, ME 04005

## **SECTION 9. ADOPTION, AMENDMENT**

### **9.1. Term**

This Agreement shall continue for twenty (20) years from its effective date or until fewer than two municipalities remain as Parties, whichever occurs first and may be extended for additional twenty (20) year terms by mutual agreement of the Parties. This Agreement shall remain in full force and effect until terminated by dissolution.

## **9.2. Adoption**

This Agreement shall not take effect until it has been approved in its entirety by the legislative bodies of each Party, signed by a majority of the municipal officers of each, and filed with the Town Clerk of such Parties, the Secretary of State and the southern Maine regional Planning commission. Parties shall have until December 1, 2010 to approve this Agreement, after which time they shall make application as new parties under Section 9.4 below.

## **9.3. Amendment**

Subject to the requirements of the Maine Interlocal Cooperation Act, 30-A M.R.S.A. §§2201-2207, as may be amended, this Agreement may be modified or amended by mutual agreement of the Parties, evidenced by a duly executed instrument in writing attached hereto. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.

## **9.4. New Parties**

Other municipalities, not original signatories hereof, may be admitted as parties to this Agreement by an affirmative vote of at least four (4) members of the Fire Commission and upon approval by the legislative bodies of both Parties, including any terms, conditions or other considerations of entry which the Fire Commission may require.

## **9.5 Withdrawal**

Any Party by appropriate action of its legislative body may withdraw from this Agreement subject to the following:

- (1) The withdrawing Party shall give written notice of its intent to the Fire Commission on or prior to June 30<sup>th</sup> of any year, with the effective date of such withdrawal to be July 1<sup>st</sup> of the following year. Such party shall make any payments due during the notice period.
- (2) In the event a withdrawing Party fails to comply with the provisions of subsection (a) above, it shall pay to the Treasurer an amount equal to its full share of costs due for that fiscal year.
- (3) Upon the effective date of the withdrawal, any property in possession of the Department and owned by the Parties shall be disposed of in accordance with Section 5.3(b) herein.

- (4) In the event of withdrawal by the employing municipality, the remaining Party shall become the employing municipality.

### **9.5. Dissolution of Department**

At such time as the Department shall have discharged all of its obligations and shall have paid or provided for the payment thereof, the Fire Commission may, by affirmative vote of at least four (4) members of the Fire Commission and upon approval by the legislative body of both Parties, dissolve this Department, and dispose of all Department property, real and personal, in such manner as said Fire Commission shall authorize and direct in accordance with Section 5.3 above.

### **9.6. Benefits**

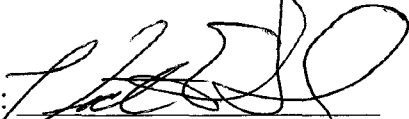
This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons, firms or entities.


### **9.7. Severability**


If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

**IN WITNESS WHEREOF**, the Parties have by their duly authorized municipal officers caused this Agreement to be executed this 1st day of July 2013.


For the Town of Lyman

By:   
Victoria E. Gavel, Selectman

  
George Sutton, Selectman

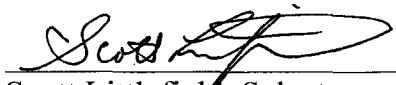
  
Roger Grant, Sr., Selectman

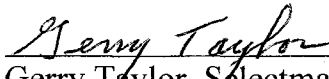
  
Steven B. Marble, Selectman

  
Sumner "Ed" Sanborn, Jr., Selectman

For the Town of Dayton

By:   
Theodore Poirier, Selectman

  
Scott Littlefield, Selectman

  
Gerry Taylor, Selectman

## APPENDIX A

Real and personal property to be transferred to the Towns of Lyman and Dayton by Goodwin's Mills Fire department is described herein.

### Legal Description of land to be transferred:

A certain lot or parcel of land, with the buildings therein, situated partly in the Town of Lyman and partly in the Town of Dayton, in the County of York, and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly occupied by Lydia C. Walker; thence easterly by said Walker's land and on in the same direction by land now or formerly of Grace W. Smith and Herbert E. Joy to the land now or formerly of J. H. Hanson; thence in a southerly direction by land of said Hanson to the southeast corner of the lot hereby conveyed; thence westerly by other land of said Hanson and on in the same course by land now or formerly of Raymond Burbank to the highway leading through the village of Goodwin Mills, so-called; thence northerly by said village Highway to the walker land and the place of beginning; containing six acres, more or less.

Excepting herefrom a certain lot or parcel of land conveyed by Winnefred E. Litchfield to the Inhabitants of the Town of Lyman by deed dated December 7, 1950, and recorded in the York County Registry of Deeds in Book 1181, Page 172.

This conveyance is made together with a right of way, in common with others, as set forth in a deed from Dorothy B. Harris to the Town of Lyman, Douglas J. Spencer, Joy A. Spencer, and Goodwin Mills Fire department, dated August 1, 1977, and recorded in said Registry of deeds in Book 2257, Page 60.

Being the same property conveyed to the grantors by warranty deed of Sara N. Holden dated September 9, 1992, recorded in the York County Registry of Deeds in Book 6245, Page 22; by quitclaim of Katherine E. Maloney dated August 7, 1992, recorded in the York County Registry of Deeds in Book 6245, Page 18; and by warranty deed of Martin J. Maloney dated August 12, 1992, recorded in the York County Registry of Deeds in Book 6245, Page 20.

Description of personal property to be transferred is attached hereto as a separate document

*(Personal property list to be attached)*

By Goodwins Mills Fire Department:



RECORD OF AMENDMENTS TO THE INTERLOCAL AGREEMENT BETWEEN  
THE TOWNS OF LYMAN AND DAYTON FOR JOINT OPERATION AND  
MANAGEMENT OF FIRE AND EMERGENCY RESCUE SERVICES

**Interlocal Agreement**

The Town of Lyman and the Town of Dayton entered into an interlocal agreement for the joint operation and management of fire and emergency services dated December 20, 2010 (“Interlocal Agreement”).

**First Amendment**

The Town of Lyman and the Town of Dayton amended the Interlocal Agreement by a First Amendment to said agreement dated November 30, 2011, which Amendment replaced the definitions of “Level One Employee” and “Level Two Employee” in Section 2.1 “Definitions” and added a new subsection 3.4 (C) “C. Employee transition procedure”.

**Second Amendment**

In the Second Amendment to the Interlocal Agreement dated February 21, 2013, the Parties amended such agreement to:

- (1) Delete Subsection 3.4 (C), Employee Transition procedure, since the transition of current employees of Goodwin’s Mills Fire Department to the Town of Lyman as municipal Fire Department employees has been accomplished.
- (2) Change “Joint Fire Board” to “Fire Commission”
- (3) Change “Joint Fire-Rescue Department” to “Department”
- (4) Change “Joint Fire Chief” to “Fire Chief”
- (5) Change the definitions of Level One and Two employees in Section 2.1 to be in agreement with the GMFR Personnel Policy
- (6) Clarify Section 3.1 Fire Commission Administration, including removal of the Fire Chief as a member of the Fire Commission and restating the alternate voting member concept.
- (7) Clarify Section 3.4 (B) to state that the municipal officers of the Parties appoint the Fire Chief, and also clarify the Powers and Functions of the Fire Chief
- (8) Remove Section 4.1 (C) Finance Apportionment, that describes the capital equipment reserve account. It is intended to develop a Fire Commission Policy for a Fire Department capital equipment account and a credit reserve account, for approval by the Boards of Selectmen.
- (9) Change Section 4.3 (A) Financial Procedures, to:
  - a. Designate the Dayton Treasurer as the Department Treasurer.
  - b. Permit the Treasurer to disburse Department funds based on a warrant:
    - (1) affirmatively voted and signed by a majority of the Fire Commission

- members at a duly called public meeting; or (2) signed by the Fire Chief, Fire Commission Chair, and any one of the Fire Commissioners from the Town other than the Town of the Fire Commission Chair (so that each Town is represented).
- c. To change payment of Town appropriations to the Department, from quarterly to monthly, and
  - d. To specify the use of any unexpended funds at the end of the fiscal year.
- (10) Clarify Section 4.4 Capital Improvements.
  - (11) Change Section 5.3(a) Disposition, to permit the Parties, rather than the legislative bodies of the Parties, to dispose of property in possession of the Department.
  - (12) Clarify Section 7 Level of Service.
  - (13) Delete the Section 8.3 Notices requirement to send copies of Notices to Town Attorneys

### **Third Amendment**

In the Third Amendment to the Interlocal Agreement dated July 1, 2013, the Parties amended such agreement to add the words “or their appointed deputy” after “The Treasurer” in two places in Section 4.3 (A) Financial Procedures.