

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

WHEREAS, 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”);

WHEREAS, the Town of Lyman and the Town of Dayton have made several amendments to the Interlocal Agreement since it was first approved in 2010;

WHEREAS, the parties to the Interlocal Agreement desire to further amend the Interlocal Agreement in several respects and to restate and republish the Interlocal Agreement, as amended, as set forth in Exhibit A annexed hereto and made a part hereof.

NOW, THEREFORE, the parties to the Interlocal Agreement hereby agree to amend the same, as set forth in Exhibit A annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties have by their duly authorized Select Boards caused this Agreement to be executed as of the Effective Date of July 1, 2018.

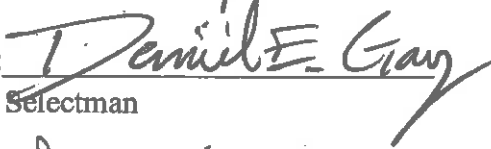
For the Town of Lyman

For the Town of Dayton

By: _____
Selectman


By: 
Selectman

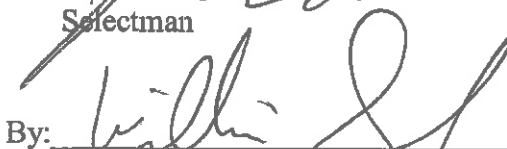
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INTERLOCAL AGREEMENT BETWEEN TOWNS OF LYMAN AND DAYTON
FOR JOINT OPERATION AND MANAGEMENT OF FIRE AND EMERGENCY RESCUE
SERVICES

This interlocal agreement between the Town of Lyman and the Town of Dayton for Joint Operation and Management of Fire and Emergency Services (“Agreement”) is made this First (1) day of July, 2018 (“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 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 promised 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.R.S.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 amended.
- (f) "Party" of "Parties" shall mean the 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 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 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 one member from each Party to this Agreement and a non-voting Treasurer. One (1) Commission Members shall be appointed by the municipal officers of each Party. The Term for Commission Members shall be three (3) years, but a Commissioner shall serve or at the pleasure of the appointing Town Select Boards. The Treasurer shall be appointed annually by agreement of the municipal officers of both Parties, as described in Section 4.3 A of this Interlocal Agreement.

Each Commission member shall be a voting member. In all proceedings, a majority vote is required for acceptance of any new policy, procedure or action. If a majority vote is not achieved, the motion will not carry and the matter will be decided by vote of the Municipal Officers of the Parties. If the Parties cannot agree on the matter to be decided, the new policy, procedure or action shall fail.

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 the appointing Party shall name a replacement for the balance of that term. Any Commission member may be removed by action of the municipal officers of the Party that appointed him/her without cause.

3.2 Meetings.

(a) The Fire Commission shall, at its annual meeting, elect from its membership a chair 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, not inconsistent herewith.

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

(c) A quorum consisting of two Commission Members for any Fire Commission meeting is required. The Fire Commission may act by majority vote of those present and voting;

provided, however, that any action to recommend the appointment or removal of the Fire Chief shall require the affirmative vote of the Parties.

(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 a Party, the Commission Chair or the Fire Chief may call an emergency or special meeting which may be called on twenty-four hours notice to each Commission Member given personally or by telephone or by electronic mail to the email address furnished by the Commission Member, which notice shall state the time, place and purpose of the meeting.

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 Parties Select Board may appoint a person to fill a vacancy in the office of Commission member, and that person shall serve for the remainder of the term; provided, however, that if a Party's Select Board has failed to fill an vacancy within sixty (60) days of the creation of that vacancy, the remaining Commission members from that Party shall appoint a qualified person from the municipality to fill such vacancy.

3.4 Powers and Functions of Fire Commission.

The Fire Commission and 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 below.

A. Powers and Functions of Fire Commission

- (1) To recommend to the Parties the appointment and, if necessary, the removal for cause, after notice and hearing, of the Fire Chief; and any performance concerns of any or all of the fire department;
- (2) To recommend to the Parties the compensation and benefits of all non-bargaining Municipal Firefighters, to 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 buildings(s), to be used by the Department;
- (4) To recommend to the Parties the locations to house Fire Prevention, fire extinguishment and emergency services equipment after due consideration of the Fire Chief's recommendation, 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 five-thousand dollars (\$5,000.) and that have not been previously budgeted; provided, however, that any contract or purchase of goods or services in excess of ten-thousand dollars (\$10,000.) shall be subject to competitive bidding. Contracts or purchases of goods or services may not be fragmented or segregated among component parts so as to avoid the competitive bidding requirement
- (6) To receive funds by collection, appropriation, gift, bequest, grant or otherwise, and to deposit with GMFR Treasurer, to disperse designated funds and to recommend to Parties expenditures of undesignated funds;
- (7) To recommend 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 Parties and (ii) all funds generated shall be deposited with the Treasurer;
- (8) To recommend to the Parties contracts for legal, medical, education, technical or other related services; within guidelines set by the Municipal Officers of the Parties;
- (9) To recommend to the Parties contracts with municipalities that are not party to this agreement for mutual fire and emergency services assistance;
- (10) To establish bylaws and other rules, policies and procedures for the conduct of its business, and notify the Parties of such, provided, however, that any personnel rules, policies and procedures shall be approved by the Parties before they become effective;

A. Powers and functions of Fire Chief.

A Fire Chief ("Fire Chief") shall serve as a working Chief and 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, 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, under the direction of the Fire Commission, except as otherwise provided in Titles 12 and 25, Maine Revised Statutes, as may be amended;

- (2) To recommend the hiring of all Level One and Two Employees, to ~~reecommend~~ recommend to the Fire Commission and recommend to the Fire Commission the removal of all Municipal Firefighters;
- (3) To develop and present to the Fire Commission for adoption administrative rules, policies and procedures relating to the Department, including but not limited to personnel issues, hiring process, training requirements, termination of employees or any other policy procedure requests 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 the Fire Chief judges it necessary to prevent the spread of fire;
- (8) To suppress disorder and tumult at the scene of a fire or other emergencies 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; and
- (10) To supervise and implement the removal of all Level One and Level Two Employees;
- (11) To serve as the Forest Fire Warden for the Parties as provided for by Title 12 § 8902;
- (12) Uphold any local, county, state or federal laws, or ordinances associated with fire prevention, fire extinguishment and emergency services;

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 and personnel of the Department. Any deficits shall be made up by grants, gifts, and appropriations from the Parties.
- (b) A funding formula as referenced on Appendix B shall be approved annually by the Select Boards of the respective Parties. In the event either Party appropriates less than the amount agreed upon 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.

- (c) In addition to appropriations, the Parties shall establish a joint capital equipment reserve account pursuant to 30-A M.R.S.A. § as may be amended, which shall be entitled "Joint Fire Department Capital Equipment Account." Funds shall be released by the Fire Commission to be expended solely for the joint purchase of firefighting or emergency services capital equipment and shall not be expended for real property, improvements or operation as referenced on Appendix B.

4.2 Financial Procedures

- (a) The Municipal Officers of both Parties shall annually, before the beginning of the new fiscal year, vote to determine which Party will employ the Treasurer for the Department and may alternate this responsibility between the Parties as they see fit. Treasurer and Deputy must be deputies of the Parties within this agreement and cannot be from the same town. The Treasurer, or the appointed deputy, with the approval of the Parties 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 Parties. The Treasurer, or the appointed deputy, may disburse money on the authority of a warrant drawn for such purpose: (1) signed by the Fire Chief, Fire Commission Chair, and any one member of the Select Boards from each town.
- (b) The Fire Chief shall prepare a budget for presentation to the Fire Commission and Select Boards on or prior to January 1st of every year. The Fire Commission will review the budget and submit a separate report in accordance with Section 4.1(b),

and shall submit the budget and recommendations to the Select Boards on or prior to February 1st of each year.

- (c) The fiscal year shall be from July 1st to June 30th. The Parties shall make twelve (12) equal payments as herein required or specified per fiscal year with payments due monthly following the first Parties meeting at which a financial warrant is signed.
- (d) The financial records of the Department shall be audited annually by the person engaged to audit the records of the town processing Goodwin Mills Fire-Rescue finances; provided however, that the cost of said audit shall be an expense of the Goodwin Mills Fire-Rescue.
- (e) Any remaining fund balance at the end of the fiscal year shall remain in the Department's account to offset future Department budgets.

4.3 Capital Improvements

- (a) The funds so provided by the Parties shall be used by the Department only for the purposes for which the request was made.
- (b) The proportionate share of the expenditure to be contributed by each Party so requested shall be funded equally.

SECTION 5. PROPERTY

5.1 Title.

- (a) Title to any personal property acquired for Department purposes subsequent to the original 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 original 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 any such property to the legislative bodies of the Parties.
- (c) The real property listed in Appendix A shall be held by the Parties as tenants in common with each Party having a one-half-undivided interest therein. The Parties shall also own a one-half interest in the personal property described in Appendix A.

5.2 Maintenance; Insurance

It shall be the responsibility of the Parties to provide insurance to cover the operations of the Department, and the Fire Commission shall at least annually review the insurance coverages of the respective Parties to determine that the insurance coverage for all operations, facilities, equipment and personnel of the Department 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 the Department personnel. The Treasurer shall, upon request, furnish to the Commission with the appropriate documentation showing that such coverage is in effect with a provision for at least a thirty (30) day advance notice of cancellation to the Commission and each Select Board.

5.3 Disposition

- (a) During the term of this Agreement, the Fire Chief or Fire Commission may recommend to the Parties, the disposition of any property in the possession of the Department by virtue of this Agreement. If the 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 at public sale and the proceeds shall be paid over to the Treasurer.
- (b) Upon termination of this Agreement, any property in the possession of the Department and owned by the Parties 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 sale. 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) A single Party, as listed on Appendix D, shall be the employer of all Department employees for purposes of payroll and related functions. The Party 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 Parties agree to indemnify the responsible employing Party 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 affect 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.
- (c) Representative(s) appointed by the Municipal Officials of the Parties will conduct all labor negotiations and approve tentative labor contracts; provided, however that any final labor contracts shall be approved by the Parties.

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 Chief or Fire Commission shall give Select Board written notice of specific acts or omissions which constitute breach. The Select Board 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 Select Board or the Fire Commission shall have the power to submit the question of breach to the dispute resolution procedure established in Section 8.02.

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 in Appendix C, 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, set forth in Appendix C.

SECTION 9. ADOPTION, AMENDMENT.

9.1. Term

This Agreement shall remain in full force and effect until mutually agree to amend upon or by 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 governments of each and filed with the Town Clerk of such Parties, the Secretary of State and the Southern Maine Regional Planning Commission.

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 here to. 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 recommendation of the Fire Chief or Fire Commission and upon approval of the legislative bodies of the Parties, including any terms, conditions or other considerations of entry.

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 other Parties on or prior to June 30th of any year, with the effective date of such withdrawal to be July 1st 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 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 Parties shall determine employing municipality.

9.6. Dissolution of Department.

At such time the Department shall have discharged all of its obligations and shall have paid or provided for the payment thereof, by affirmative vote of all Parties, dissolve this Department and dispose of all Department property, real and personal, in such manner as said Parties shall authorize and direct in accordance with Section 5.3 above.

9.7. 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.

9.8. 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 Select Boards caused this Agreement to be executed as of the Effective Date noted above.

For the Town of Lyman

For the Town of Dayton

By: _____
Selectman

By: _____
Selectman

By: _____
Selectman

By: _____
Selectman

By: _____
Selectman

By: _____
Selectman

By: _____
Selectman

By: _____
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 thereon, 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, and recorded in the York county Registry of Deeds in Book 6245, Page 22; by quitclaim deed of Katherine E. Maloney, dated August 7, 1992, and 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.

APPENDIX B

Funding formula

1. The total town valuation established by the Maine Revenue Service for the most recent year for each town divided by the sum total valuation established for all towns yielding a percentage valuation (hereby known as percentage 1) for each town for the total property valuation
2. The total fire and rescue calls that took place in each town as defined by the DataTrac system for the most recent year (splitting mutual aid equally across all Parties) divided by the sum total fire and rescue calls for all towns yielding a percentage calls (hereby known as percentage 2) for each town for the total calls.
3. The total # of real estate tax bills sent out for the most recent year in each town divided by the sum total # of real estate tax bills sent out for the most recent year for each town yielding a percentage of real estate (hereby known as percentage 3) for each town for the total real estate.
4. The respective average of percentage 1, percentage 2 and percentage 3 for each town which represents each towns respective funding percentage.

Example:

| | | | |
|-------------------------------|-----------------------|---------------|----------------|
| 2017 Incidents | | | |
| Lyman | 455 | 59.63% | |
| Dayton | 198 | 25.95% | |
| Mutual Aid | 110 | 14.42% | |
| Total | 763 | | |
| Lyman + 50% Mutual Aid | 510 | 66.84% | |
| Dayton + 50% Mutual Aid | 253 | 33.16% | |
| Total | 763 | | |
| Town Valuation | | | |
| Lyman | \$ 517,850,000 | 69.90% | |
| Dayton | \$ 222,950,000 | 30.10% | |
| Total | \$ 740,800,000 | | |
| Tax Bills | | | |
| Lyman | 2,781 | 72.84% | |
| Dayton | 1,037 | 27.16% | |
| Total | 3,818 | | |
| 2018/2019 Funding Rate | | | |
| | Lyman | Dayton | |
| 2017 Incidents | 66.84% | 33.16% | |
| Town Valuation | 69.90% | 30.10% | |
| Tax Bills | 72.84% | 27.16% | |
| Average | 69.86% | 30.14% | 100.00% |

APPENDIX C

Parties addresses:

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

APPENDIX D

Parties addresses:

Lyman:

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

