

**Town of Lyman**  
**Board of Selectmen Regular Meeting Agenda**  
**Monday August 22<sup>nd</sup>, 2022 – Lyman Town Hall**

Welcome to the August 22, 2022, Regular Meeting of The Lyman Board of Selectmen.

This meeting is a public proceeding and is being recorded. The agenda is subject to change without notice.

**PLEDGE OF ALLEGIANCE**

**ITEM #1**      **SPECIAL OFFERS / PRESENTATIONS**

- a. Cemetery Committee – Update on tree removal.

**ITEM #2**      **HEARING OF DELEGATIONS / PUBLIC INPUT**

- a. Historical Society – Question on Budget and requests for funds
- b. Bob St. Onge – Discussion on Town Vault
- c. Public Input – *Public in attendance will have up to 5 minutes to address the Board*
- d. Mail
- e. Complaints

**ITEM #3**      **MINUTES**

Review and approve Minutes from 8-1-22 meeting

**ITEM #4**      **SIGN WARRANTS**

- a. Payroll Warrant #7 in the amount of **\$23,277.38**
- b. Payroll Warrant #8 in the amount of **\$21,765.66**
- c. Payroll Warrant #10 in the amount of **\$194.80**
- d. Accounts Payable Warrant #68 (FY2022) in the amount of **\$30,747.69**
- e. Accounts Payable Warrant #9 (FY2023) in the amount of **\$98,114.09**

**ITEM #5**      **UNFINISHED BUSINESS**

- a. Franchise Agreement – Discussions from workshop. Ordinance suggestion from Tony
- b. Oscar Littlefield Road – invitations sent to owners requesting signatures/ Discuss next steps
- c. Ordinance Review Committee – Discuss/Review applications
- d. Town Owned Properties – Discuss/review next steps
- e. Personnel Policy – Budget ends 2023
- f. Transfer Station – Cameras installed incorrectly – IT to take a look at it and fix if he can.
- g. Cemetery committee Q: What does the board want to do with the Wood Chipper?
- h. Agenda Format – Discuss revisions.

**ITEM #6**      **DEPARTMENT AND COMMITTEE REPORTS**

- a. Assessor: 2022-2023 Tax Commitment

**ITEM #7**      **NEW BUSINESS**

- a. Vote & approve Orders – Special Town Referendum for Nov 8, 2022
- b. Appointment sheet for plumbing inspector and 911 addressing agent
- c. Appointment sheet – Bruce Fearon ZBA / see Town Clerk letter
- d. Appointment Sheet – Town Hall Expansion/Need to approve members and sign oath sheets
  - o David Alves, Brad Nikel, Marc Swett
- e. Health Officer and GA, do we want to merge the two? Also, approval for GA phone forwarding calls
- f. Maurice storage shed agreement
- g. Application for Catered Function – request approval
- h. Electrical Inspector – Request to waive electrical permit fee for 214 Kennebunk Pond Road
- i. Capital Improvements for Bunganut Field – Bridge needs repair
- j. Zoom Package – approve plan/pricing
- k. Staff Review Committee – 8.3.11 Zoning Ordinance: Elect a board member to chair meetings
- l. FOAA request form updated, vote to approve new form
- m. Lyman Property Map#3 Lot#94 – Request for Quit Claim Deed

**EXECUTIVE SESSION**

1.M.R.S.A §405 (E)

**ADJOURN**

## **ITEM #1 : a: Cemetery Committee Update**

### Lyman Cemetery Committee

#### Background and applicable laws

Welcome new Lyman Selectmen. This brief information sheet is provided to give you background information on the Lyman Cemetery Committee including its state mandate, progress and on-going projects.

State law requires each town to maintain its “ancient cemeteries” to include cutting brush, mowing, repairing headstones and enclosures and placing flags and holders on veterans’ graves.

An “ancient cemetery” is defined as any burial plot that has not been used for burial purposes in 40 years. Lyman has 115 ancient cemeteries varying from one grave to over 50 graves, many dating back to the 1700s. We have over 500 veterans’ graves in Lyman including 20 Revolutionary War veterans.

By law these ancient cemeteries are town property. Access to these plots is guaranteed by state law when the surrounding landowner does not or fails to maintain them. The Lyman Cemetery Committee, genealogists and family of the deceased are also allowed access to these plots. A few plots in Lyman are being maintained by landowners but the majority of plots are maintained by the Committee.

LCC also has the right to assess the condition of each plot annually and to place flags on veterans’ graves for Memorial Day.

Over the last 10 years LCC has cleared brush, saplings and fallen trees from all 115 plots and have also removed a number of trees from several plots. In addition, we have installed chains and posts in several plots.

There are approximately 15 plots remaining that need threatening trees removed. Considering that the cost of replacing just one standard granite or slate headstone is over \$15,000 the cost of tree removal is minimal. Our plan is to have all trees removed by the Centennial year (2025). At our current pace we should be able to meet our goal so that in 2026 only annual mowing (required three times per year by state law – Memorial Day, July 4 and Labor Day) and routine maintenance of stones and enclosures will remain.

Our final plan is to reduce our annual budget to the cost of mowing (a good minimum-wage job for a high-schooler or retired person), flag purchase (required by state law for ancient cemeteries) and minor maintenance costs as needed.

At least one sworn member of LCC should be retained for maintenance, flag and monitoring purposes.

For more information, contact any current LCC member or Steve Carpenteri (247-6098) or Sheila McNeil (chairman) at [Lymancemetery2019@gmail.com](mailto:Lymancemetery2019@gmail.com).

## ITEM #2: d & e: Mail/Complaints

### Selectmen Board Clerk

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**From:** Richard Morin <richardmorin@roadrunner.com>  
**Sent:** Friday, August 12, 2022 12:33 PM  
**To:** Selectmen Board Clerk  
**Subject:** Request for sign near my home

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Per conversation with Lindsay Gagne on 8-11-2022 requesting a sign be placed near my home indicating "NO ENGINE STOP" OR "NO JAKE BRAKE" for the tractor trailer trucks driving by my home. I live on ME State Route 111 (Alfred road Lyman) near the intersection of Route 35. I was informed by Ms Gagne that since this was a state road I would have to seek approval from ME DOT, after many calls and transfers I finally found the person at DOT, female named Hanah at Region 1 ME DOT 207-885-7000. Hanah informed me that the town would have to make such a request and also have an ordinance that allows DOT to install sign. We have been dealing with this noise for many years and last year I finally called the Lyman town hall and spoke to a woman, (didn't document the name) and she informed me that she would take care of it. and nothing happened, I believe it was the previous select board clerk.  
Sincerely,

Richard Morin  
1449 Alfred Rd.  
Lyman, ME 04002  
207-468-2200

## Jake Brake Issues

MMA's "Maine Townsman" article-Nov. 2008

### JAKE BRAKE ADVISORY

from *Maine Townsman*, "Legal Notes," November 2008

For several years, and for several reasons, we've advised against the adoption of "Jake Brake" or engine braking ordinances as a means of controlling truck engine noise (see "'Jake Brake' Ordinances," *Maine Townsman*, "Legal Notes," October 2000). Now we learn, courtesy of the MaineDOT's Maine Local Roads Center, that engine braking ordinances may actually be pre-empted by federal law.

The Noise Control Act of 1972 (now codified at 42 U.S.C. § 4917) authorizes the Environmental Protection Agency (EPA) to promulgate uniform national noise emission regulations for motor carriers engaged in interstate commerce. The federal statute expressly prohibits the states and their political subdivisions (including municipalities) from adopting or enforcing noise standards applicable to any motor carrier engaged in interstate commerce unless the standards are identical to the federal standards (see § 4917[c][1]). (The current version of the EPA's regulations is codified at 40 C.F.R. § 202.20.) Therefore, unless the noise standards in an engine braking ordinance are identical to the federal standards, the ordinance is unenforceable as applied to motor carriers engaged in interstate commerce.

As we've advised all along, engine braking ordinances can be difficult to enforce and may not get at the real problem, which is often a modified or defective exhaust system (which is already against State law, 29-A M.R.S.A. § 1912). The federal preemption of these ordinances as applied to motor carriers engaged in interstate commerce may be one more good reason to reject them.

Thanks to the Maine Local Roads Center (and its Vermont counterpart) for bringing this issue to our attention. (By R.P.F.)

### Jake Brake Issues

- What they are and can a town control the truck engine noise?
  - What they are and can a town control the truck engine noise? Many towns around Maine have started erecting "No Jake Brake" signs (or something similar) in hopes of "controlling" the engine noise from downshifting trucks. Many residents are conscious of the noise and want the town "to do something" about the noise. Depending on your town and the cooperation of truckers, the results may be positive or they may be negligible.
- What is a Jake Brake?
  - What is a Jake Brake? "Jake Brake®" is a registered trademark of Jacobs Vehicle Systems™. The term "Jake Brake" is sometimes incorrectly used to refer to compression release type engine brakes in general. The term correctly refers to all of Jacobs Vehicle Systems retarding products, including their line of Exhaust Brakes and Driveline Brakes..... as well as Jacobs Engine Brakes. The Jacobs Engine Brake is a device that mounts on the engine overhead. The principle behind the Jacobs Engine Brake™ engine retarder is simple. It changes the action of the exhaust valves, turning the engine into a giant air compressor. It makes a distinctive sound while in operation, and converts a power-producing diesel engine into a power-absorbing retarding mechanism. It is typically used on class 7 and 8 vehicles and can be activated or deactivated at the flip of a switch or foot on the pedal. Further details can be seen on the company's website:

[www.jakebrake.com](http://www.jakebrake.com)

When operating, it produces a distinctive staccato sound. When used on a vehicle with a poorly muffled or un-muffled exhaust (straight pipes for example), the sound can be quite loud..... which is what citizens will complain about. According to the Jacobs Company, the real problem here is the illegally modified or defective exhaust systems.

The signs around Maine are probably unfairly using the company trademark, because they are brand-specific. The term "Jake Brake" also refers to the company's nearly silent exhaust brakes and driveline brakes, so these signs don't make sense for all Jake Brakes..... and don't target the root problem of illegal exhaust systems. Therefore, any sign or ordinance should avoid use of the term "jake brake".

- What are the benefits of using a "jake brake"?
  - A "jake brake" can provide:
    - Faster, steadier, more efficient braking performance.
    - Reduced wear on engine, tires, and service brakes.
    - Lower vehicle maintenance costs.
    - Less vehicle downtime.
    - Enhanced driver confidence.
- Can our town pass an ordinance to "control" the noise?
  - Can our town pass an ordinance to "control" the noise? First of all, erecting a sign or two without an ordinance has no legal authority. As with any regulatory traffic issue, a traffic ordinance must be in place to "enforce" the actual signs, or the sign is advisory only. Enacting a traffic ordinance to deal with "jake brakes" under 30-A § 3009 may seem like a kind and responsive reaction to engine noise, but is safety of the public being compromised?? Engine brakes are very effective at reducing the speed of heavy trucks on a downgrade, but what if the trucker had to stop quickly for a child or elderly person or an entering vehicle, and only use his regular brakes?? In most cases, the stopping distance will be longer without the engine braking system and this could lead to disaster at the bottom of the hill.

At best, the success of an ordinance will probably be voluntary compliance from truckers. Some truckers may be sensitive to their truck noise and will try to reduce the noise, while others may intentionally try to make it worse, especially if a "squeaky wheel" citizen is emphatic about the noise problem. If a town passes a specific "jake brake ordinance", is the "No Jake Brake" sign or "Quiet Zone" sign a black lettering-on-white regulatory type sign.... or is it (wrongly) on a black-on-yellow warning sign?? If the local police get into the action of enforcement, are they going to check the actual engine braking system installed on each truck, or have a decibel meter to measure the noise level? What if the trucker says he had to stop quickly for a pedestrian? Or the car in front of him stopped quickly?

- What is the real problem?
  - The federal government has required all vehicles manufactured since 1978 to meet noise requirements when delivered to the customer. Today, trucks are required to emit less than 80 dBA of noise when they drive by, as measured at 50 feet. So trucks have been required to meet noise requirements when they leave the dealership as new vehicles for quite some time. In many "noisy truck" areas, the real problem is modified or defective exhaust systems. There is a good chance that the noisy trucks are running with straight stacks or gutted mufflers. Some are poorly maintained vehicles, while others have drivers who simply enjoy making noise. In any case, the use of the engine brake may not be the problem. The real problem in this noise issue is the illegal exhaust systems in many trucks. At other times, it may be the engine braking system, which is being used by the driver who has not tried to slow down in advance of a hill or traffic signal. The regulations on vehicle noise relating to

engine/muffler systems need to be enforced Otherwise, atown would be fining for using engine brakes (sometimes being used justifiably) and not fining for the illegal muffler system

- What can a town do?

- Most states, including Maine, already have a law on the books that prohibits operating a motor vehicle on a public highway without a serviceable muffler (MRSA 29-A § 1912). The real noise offenders, those with straight stacks or gutted mufflers, are operating in violation of this law. Have your local police stop noisy vehicles and check them for muffler integrity. Cite those that are not in compliance. This is a fairly easy step that should produce a noticeable improvement in the quality of life of your community.

If the town decides to enact a traffic ordinance under 30-A § 3009, it probably is best to hope for voluntary compliance, but who will do the enforcement? Another ordinance without enforcement possibilities is relatively useless Be sure to use the black-on-white signs and try to avoid the term "jake brake".... maybe use "quiet zone ahead", or "reduce engine noise ahead".

If a town does not adopt an ordinance and simply puts up a sign or two, the signs have no legal authority or enforceability.

- The MaineDOT response

- The MaineDOT will not erect these signs on state roads The only way that a sign will appear is if a town officially adopts an ordinance and erects the signs themselves Then the town will be responsible for enforcement, sign maintenance, or any liability issues

Reviewed and edited by MMA Legal Division (October, 2000)

## Selectmen Board Clerk

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**From:** STEVEN AUSTIN <austinsd@comcast.net>  
**Sent:** Thursday, August 18, 2022 6:17 AM  
**To:** Selectmen Board Clerk  
**Subject:** Fwd: Edit toRe: Easement Shore Rd

Hi Lindsey

I just I thought I would forward this to you so you could add it to a file about my property and the easement, with the E-Mails listed below.. In 2019 I filed a written complaint that was not read at the meeting. Hopefully you can find that and add it to the file. I notified the assoc. that it would be added to the meeting agenda and they should go and file their own complaint rather than complaining to me. I was blown away when I listened to the audio where they suggested they would have the job done for a couple hundred dollar. It was my understand that they were going to tell the town not to plow on to the right of way.

I was told verbally they were going to approach the town about paving the right of way soon. I do not want my property covered by the easement paved.

Regards

Steven Austin  
6037817897

----- Original Message -----

From: STEVEN AUSTIN <austinsd@comcast.net>  
To: selectboard@lyman-me.gov  
Date: 02/25/2020 6:16 AM  
Subject: Edit toRe: Easement Shore Rd

Dear Selectpersons

As those that have been on the board awhile, repairing the area of the plow turn around on my property has been an ongoing issue.

2017 After numerous calls to Morris and him telling me probably in a week or 2 it was the end of May.

On February 24, 2020 at 4:38 PM STEVEN AUSTIN <austinsd@comcast.net> wrote:

Dear Selectpersons

As those that have been on the board awhile, repairing the area of the plow turn around on my property has been an ongoing issue.

2017 After numerous calls to Morris and him telling me probably in a week or 2 it was the end of March. I called him to come out and look at it, made an appointment , and he never showed up. I set up another meeting with him and he said call him 15 minutes before the scheduled time. I did and he indicated it would be done. The crew came and filled one pot hole.

When I called him again they came back and repaired the section on my property, but not the right of way. I filed a complaint and one of the owners beyond me went to the selectmen meeting and they (YOU) agreed to repair the right of way. I listened to the audio of the meeting. Morris said



on the audio to one of the selectmen "I don't mind repairing it we do that on your road" The crew came 3 times to do a simple job.

2018 was better and Nancy said she would put the plowing repair on her calendar. It was done in a timely manner.

2019 The area was not repaired through MAY. Members of the Shore road assoc. told me they brought it up numerous times at the transfer station with Morris. I filed a complaint and notified the owners of property beyond me the issue was on the board meeting agenda. I guess the board came up with some agreement, but it didn't include the area on my property. The board voted and a letter was suppose to be sent to the assoc.

In August I asked Mr. Tibbets to come look at the area in regards to neighbors complaints about the snow melting. At that time I suggested that an extra \$50 be added to the agreement that was reached with the road assoc. at the meeting to cover repair on my property. I sent a letter regarding this to the town office to the attention of Mr. Tibbets and received no response.

Please send a written response on this matter to me and the Shore road assoc.. Please read in the easement what the Town lawyer wrote about the use of this easement being the least disruptive as possible

Steven Austin

58 Long Swamp Rd.

Berwick, Me 03901

## EASEMENT DEED



BK 17137 PGS 107 - 108  
INSTR # 2016049375  
RECEIVED YORK SS

11/18/2015 10:27:22 AM  
DEBRA ANDERSON  
REGISTER OF DEEDS

### KNOW ALL MEN BY THESE PRESENTS

That, we, CARL L. AUSTIN, of the Town of Kennebunk, County of York and State of Maine, and STEVEN D. AUSTIN of the Town of Berwick, County of York and State of Maine, CO-TRUSTEES OF THE AUSTIN FAMILY REAL ESTATE TRUST U/A/ APRIL 26, 2015,

for consideration paid,

grant to THE TOWN OF LYMAN, a body politic and corporate located at Lyman, County of York and State of Maine, and whose mailing address is 11 So. Waterboro Road, Lyman, ME 04002


A perpetual snow plow easement over and across a certain lot or parcel of land situated in the Town of Lyman, County of York and State of Maine, and being more particularly described as follows: Beginning on the northerly sideline of Shore Road at a point located S28°28'39"W, a distance of forty-five (45') feet, more or less along said sideline, from a found ¾" iron pipe marking the common corner of Lot 53 and Lot 52 on a "Plan Showing Lots Belonging to Arthur Roberts, Lyman, Maine, Section No. 2" dated February 12, 1953 and recorded at the York County Registry of Deeds in Plan Book 24, Page 1; thence S28°28'39"W along said sideline of Shore Road, a distance of eighty-seven and no hundredths (87.00') feet to a found ¾" iron pipe at land described in the deed from John E. Carmichael and Denise Carmichael to John E. Carmichael and Denise Carmichael, dated February 28, 2000 and recorded at said registry in Book 9917, Page 8. Said iron pipe also marks the southerly corner of Lot 53, and an angle-point in the easterly sideline of Lot 54 on said plan; thence, N06°52'25"E along said land of Carmichael, being Lot 54 on said plan, a distance of eighty-one and no hundredths (81.00') feet; thence, southeasterly across land of the herein grantors, a distance of thirty-two (32') feet, more or less, to the point of beginning.


Said easement contains 1,287 square feet, more or less, and is for purposes of snow plowing, snow storage and turning plow trucks by the Grantee. In the exercise of the within conveyed easement, the Grantee herein, its successors and assigns, agrees to use said easement in a manner that is least disruptive to the use and enjoyment of Grantors' property. Grantee shall promptly repair any damage to Grantors' property caused by the exercise of this easement. Notwithstanding the foregoing, the herein Grantee has the right to remove trees, and grade the land, as necessary for the above purposes. Grantee shall repair the grade of the area on Grantor's property and the adjoining right of way at the conclusion of each plowing season to the extent such damage is caused by the exercise of this easement.

app → Town of Lyman  
11 South Waterboro Rd.  
Lyman, ME. 04002

For Grantors' source of title, reference is made to a deed from Carl L. Austin and Steven D. Austin to Carl L. Austin and Steven D. Austin, Co-Trustees of the Austin Family Real Estate Trust u/a April 26, 2015, dated April 26, 2013 and recorded at the York County Registry of Deeds in Book 16584, Page 892.

WITNESS my hand this 21<sup>st</sup> day of September, 2015.

  
Carl L. Austin, Trustee of the Austin Family Real Estate Trust u/a/ April 26, 2015

  
Steven D. Austin, Trustee of the Austin Family Real Estate Trust u/a/ April 26, 2015

STATE OF MAINE  
YORK, SS.

 October -  
September 1, 2015

Seal

Personally appeared the above named Carl L. Austin, Trustee of the Austin Family Real Estate Trust u/a/ April 26, 2015, and acknowledged the foregoing instrument to be his free act and deed in said capacity.

JANICE A. GALLANT  
Notary Public, Maine  
My Commission Expires December 30, 2017

Before me,  
  
Notary Public

STATE OF MAINE  
YORK, SS.

September 21<sup>st</sup>, 2015

Seal

Personally appeared the above named Steven D. Austin, Trustee of the Austin Family Real Estate Trust u/a/ April 26, 2015, and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

  
Notary Public

2 of 2

MARIE NIKEL  
Notary Public, State of Maine  
My Commission Expires 11/17/2021

**Town of Lyman  
Select Board Meeting Minutes  
July 1, 2019 – 6:00 p.m.  
Lyman Town Hall**

Select Board members present: John Tibbetts, Chair; David Dulong, Vice-chair; Thomas Guillemette, Ralph Blackington. William Single arrived late.

Others present: Jim McEachern, Jim Whitney, James Smith, Todd and Paula Stanley, Maryanne Uzzi, Denise Carmichael, Brad Nikel.

***Pledge of Allegiance***

Member from public commented the Board that still to the pledge of allegiance.

**Item #1 – Special Offers/Presentations**

**a. Election of Officers**

Thomas Guillemette made the motion to appoint John Tibbetts as Chair; Motion seconded by Ralph Blackington. Approved 4-0.

Ralph Blackington made the motion to appoint David Dulong as Vice-chair; motion seconded by David Dulong. Motion carries 4-0.

Ralph Blackington added that he likes the direction the Board is going in and the tone of the meetings.

**Item #2- Hearing of Delegations / Public input**

**a. Public input - *Public in attendance will have up to 5 minutes to address Board***

Jim McEachern, Jim Whitney, James Smith, Maryanne Uzzi, Denise Carmichael and Todd & Paula Stanley gave before the Board. Somehow, the town through Maurice St. Clair into an agreement with Steve Austin a turn a round for snow plowing. In return any damage done by the plow, ruts etc. town would take care of year. Year one was okay, two years ago he was the only one that came in. This year, here it is July and the road is a mess. has not been fixed. Residents have a road association and each pay in annually to put on the road. It has been mentioned to Maurice that the work had not been completed. Would like to suggest, they have it graded along with reclaim from Dayton Sand, would like to ask where they could to the whole thing if the town would give \$200. To help. 13 residents contribute \$100.00 per year for road maintenance. With this \$200.00, the road would be completed and would match the rest of the road. Motion by David Dulong to give the Shore Road Assoc. \$200.00 out of the road account starting next year and each year after there is a road association for Shore Road because the town uses the road and should be contributing with amending the turn around easement; motion seconded by Thomas Guillemette. Motion carries 5-0. Will give name and address to send the check to the association. Town to fix it this year. Board will send out Maurice St. Clair to make sure the road is fixed for this year. Denise Carmichael and Maryanne Uzzi also asked if the snow could be piled in a different place, as the melting runoff goes onto their property and into the brook. Discussion was held regarding a fire road approximately 200 feet beyond to use to pile the snow up. Board will look into it to see if it can be resolved. Will provide the information required for the check.

**b. Mail**

Letter from Maine Town and City Clerks Association for Pauline Weiss earning the life-time certification.

Email complaint from Steve Austin re: snow plow turnaround not repaired.

RSU #57 Declaration of votes from June 11<sup>th</sup> budget vote.

Copy of Constellation agreement for electricity.

Email from Shelly Wichenbach regarding franchise fees with cable.

**c. Complaints received – Shore Rd. snow turn around not repaired**

111 end of Walker Rd. not patched

## ITEM #3: Minutes

**Town of Lyman  
Board of Selectmen Regular Meeting Agenda  
Monday August 1<sup>st</sup>, 2022 – Lyman Town Hall**

Welcome to the August 1, 2022, Regular Meeting of The Lyman Board of Selectmen.

This meeting is a public proceeding and is being recorded.

The agenda is subject to change without notice

**Select board present:** Ralph "Rusty" Blackington (Chair), Thomas Hatch (Vice Chair), Jessica Picard, John Tibbetts

**Absent:** David Alves

### PLEDGE OF ALLEGIANCE

#### ITEM #1      SPECIAL OFFERS / PRESENTATIONS

None

#### ITEM #2      HEARING OF DELEGATIONS / PUBLIC INPUT

a. Public Input – *Public in attendance will have up to 5 minutes to address the Board*

**Don Hernon** – Addresses his concerns the planning board has a public hearing scheduled that they would like to have stream live on Youtube, however they currently do not have the assistance to be able to do this.

**Bob St. Onge** – States a letter was addressed to the board of selectmen from the town clerk he was wondering if they have that letter and what will they be doing to address it

**Ralph Blackington** – They have reached out to MMA and were advised they did not have to do anything regarding this letter at that point

**Lindsay Gagne** – States in the charter, regarding the topic of this letter, we are not at the point where this letter would be brought publicly to the board. It is a public document and a copy can be requested.

**Bob St. Onge** – Does not agree the letter has to do with the charter and asks why the board has not brought it publicly.

**Ralph Blackington** – He had asked the clerk to inquire with MMA and they were advised it wasn't necessary to address it publicly at this time.

**Jeff Demers** – States he received a call from John Tibbetts regarding a rumor regarding a former employee leaving their position for reasons concerning other board members. This issue was dealt with via email among board members. He asks if this is how the board runs an HR investigation? This issue should have been discussed in executive session. He is requesting the minutes reflect his statement and a response from Brad Nikel.

**Brad Nikel** – States he did talk with John Tibbetts that day referring to what he heard. He called Mr. Tibbetts the next morning and told him he was wrong in what he stated. He apologizes to the board, the Town and Mr. Demers.

b. Mail

- Charter Communications Program Notice (tv rebrand to fanduelTV) sw-30
- Final Eastern Salt agreement

c. Complaints

- Karan Kane email regarding empty bottles of nips found in the Kennebunk Pond.

#### ITEM #3      MINUTES

Review and approve meeting minutes 7-18-2022

**Thomas Hatch** – Makes a motion to approve the minutes

**Town of Lyman  
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**Jessica Picard** – Requests the correction of “Piccard” to “Picard”. **Makes a motion to approve the minutes with the correction added.**

**John Tibbetts** – Seconds the motion

**Motion passes: 4-0**

**ITEM #4**

**SIGN WARRANTS**

- a. Payroll Warrant #4 in the amount of **\$21,369.58**

**Jessica Picard** – Makes a motion to approve

**John Tibbetts** – Seconds the motion

**Motion passes 4-0**

- b. Accounts Payable Warrant #67 (FY2022) in the amount of **\$22,890.80**

**John Tibbetts** – Makes a motion to approve

**Jessica Picard** – Seconds the motion

**Motion passes 4-0**

- c. Accounts Payable Warrant #6 (FY2023) in the amount of **\$954,126.92**

- d. **Jessica Picard** – States that some of the big-ticket items in this warrant include the school district, fire rescue, snow fighters, and county of York for tax money.

**John Tibbetts** – Makes a motion to approve

**Thomas Hatch** – Seconds the motion

**Motion passes 4-0**

**ITEM #5**

**UNFINISHED BUSINESS**

- a. *Charter Communications – ARPA committee updates, if any.*

**Thomas Hatch** – ARPA committee has not had a meeting yet.

- b. *Franchise Agreement – Review draft proposal. Questions? Set up meeting with Tony Vigue if needed.*

**John Tibbetts** – He suggests inviting Tony to the workshop meeting scheduled on August 8<sup>th</sup> and Tony can review the draft with the board.

**Ralph Blackington** – Agrees with this, along with other board members.

- c. *Discuss hiring CEO assistant and Planning board clerk position & Interim plan*

**Ralph Blackington** – Would like to have the CEO involved in hiring and we need to post the open position.

**Don Hernon** – States the planning board currently isn't taking on anything new until the CEO gets up to speed.

**John Tibbetts** – Suggests having the CEO assist with updating the job description.

- d. *Discuss posting open committee seats*

**Ralph Blackington** – Suggests getting some more information from the Town Clerk and then posting the open seats online.

- e. *Discuss a per diem/back up CEO plan to cover CEO vacancies.*

**Thomas Hatch** – Believes there is a line item to budget this, and we should finalize and set up a process.

- f. *Iworq Software status update*

**Ralph Blackington** – States he will follow up with Jeanette Lemay if she has met with Bill Single on this.

- g. *RFP – Walker Road Reconstruction to be reviewed by Road Commission- update from RC*

**Brad Nikel** – Shares some follow up from the engineer he met with that reviewed the notes from the engineer on site. There were six items in question. The first station at 1300, the driveway culvert was pushed back further into the driveway. Brad has observed this and feels it was a good decision

**Town of Lyman  
Board of Selectmen Regular Meeting Agenda  
Monday August 1<sup>st</sup>, 2022 – Lyman Town Hall**

because the water is now draining to a wet area below that holds water. With the adjoining neighbor, a culvert placed there would not have drained anything. In another area there was no driveway entrance put in to be able to install a culvert. The next two stations had no ditching system in front of their homes. The water that sheds now goes off the road cleanly and wouldn't have had any adverse conditions. The last culvert should have been installed and if installed would have taken water away from the problem culvert that is draining water into the neighbor's property, and it would have redirected the water in an Easterly direction. The last area was a steepened area where there was ledge, so there was nothing there to drain and no need to install a culvert there. The decision that was made in the field by the past selectmen and field engineer, he does not think was 100% wrong.

**Bob St. Onge** – States that the town paid for an engineering company to layout this plan. They made recommendations that weren't followed. They were paid full compensation for a plan we didn't use.

**Brad Nikel** – States in lieu of those culverts, there was extra work the contractor had to do that came out of the contractor and not the town. There will be added fill going into Carlyle Brook to add more vegetation for water to go through. He would recommend adding on to the first pipe with a catch basin, piping underground for 120 feet and let it go off through all the vegetation. This would be the least invasive option. He recommends awarding the bid to Gerard Excavation as motioned at the last meeting. He also adds, regarding road projects, that as the road commissioner he should be looking at the project and any change orders should go through the board and decided jointly as a board.

**Thomas Hatch** – Reviews written suggestions from David Alves on how road projects should be conducted.

*h. Sign Enclosure – Discuss going out to Bid.*

**Ralph Blackington** – Suggests putting out to bid again and having them due by August 29<sup>th</sup> with opening at the next Select Board meeting after that date.

**John Tibbetts** – Asks if there is a point person on this project

**Ralph Blackington** – Recommends David Alves be the point person.

**Jessica Picard** – Makes a motion to reschedule the 9/5/22 select board meeting to 9/6/22

**John Tibbetts** – Seconds the motion

**Motion Passes: 4-0**

**John Tibbetts** – Makes a motion to open sealed bids on September 6<sup>th</sup>, 2022

**Jessica Picard** – Seconds the motion

**Motion passes: 4-0**

*i. Oscar Littlefield Road – updates, if any*

**Ralph Blackington** – There is correspondence out to the attorney that we are waiting for him to return on.

**Maurice St. Clair** – Asks for a timeline on deciding on this

**Ralph Blackington** – Suggests giving it two more weeks.

*j. Tom Hatch – updates on replacing meeting room furniture*

**Thomas Hatch** – has been working with Jeanette Lemay and Warrens Office Supplies in replacing the tables in the meeting room, one of the chairs, and a podium. This will cost \$4,005.00. This is a budgeted item.

**Jessica Picard** – makes a motion to approve the expense of \$4005.00 in the budget for the selectboard meetings tables, podium, and the chair.

**John Tibbetts** – Seconds the motion

**Motion passes: 4-0**



**Town of Lyman  
Board of Selectmen Regular Meeting Agenda  
Monday August 1<sup>st</sup>, 2022 – Lyman Town Hall**

**ITEM #6**

**DEPARTMENT AND COMMITTEE REPORTS**

- a. *Panning Board -- Request Select board approval of planning board mission statement and bylaws.*  
**Thomas Hatch** – Asks about the remote meetings.  
**Don Hernon** – States the planning board would go to a remote meeting if one of the members was to participate remotely.  
**Thomas Hatch** – **Makes a motion to accept**  
**Jessica Picard** – **Seconds the motion**  
**Motion passes: 4-0**

**ITEM #7**

**NEW BUSINESS**

- a. *Appoint new Planning Board Alternate Member, recommended by Planning board*  
**Thomas Hatch** – **Makes a motion to approve Bill Single as the planning board alternate member.**  
**John Tibbetts** – **Seconds the motion**  
**Motion passes: 4-0**
- b. *Appoint New CEO – oath sheet needs board signatures.*
- c. *Biennial Recycling Progress Report*  
**John Tibbetts** – States the percentage has slid some from prior reports, but we have reduced our contamination fees because the transfer station continues to monitor this. On the issue of hazardous waste that Maurice has mentioned in the past, he believes the City of Biddeford has taken care of this. He will verify this if the board agrees.
- d. *Request for approval Don Hernon would like to attend Local Planning Board MMA workshop 8-25-22.*  
**John Tibbetts** – **Makes a motion to approve**  
**Jessica Picard** – **Seconds the motion**  
**John Tibbetts** – **Makes a modified motion to allow all other planning board and zoning board of appeals members to attend**  
**Jessica Picard** - **Seconds the motion**  
**Motion passes: 4-0**
- Other:**  
**Vicky Gavel** – Was wondering for the budget committee if the Kennebunk Pond Beach Committee can do a survey to find out how many non-residents are visiting the beach area.  
**Ralph Blackington** – Will reach out to David Alves on that.

**EXECUTIVE SESSION**

1-M.R.S.A 405 (6) (A)

**Tom Hatch** – **makes a motion to go into executive session for 1 M.R.S.A 405 (6) (A)**  
**Jessica Picard** – **Seconds the motion**  
**Motion passes 4-0**

The board goes into executive session at 7:38p.m

The board comes out of executive session at 7:57p.m

**Thomas Hatch** – **Makes a motion to come out of executive session**  
**Jessica Picard** – **Seconds the motion**  
**Motion passes: 4-0**

**Thomas Hatch** – **Makes a motion to approve the formalized step increase for new employees and the budget oversight correction for one employee, all monies have been approved by the treasurer of a net-zero increase to salary budget.**  
**Jessica Picard**- **Seconds the motion**



**Town of Lyman  
Board of Selectmen Regular Meeting Agenda  
Monday August 1<sup>st</sup>, 2022 – Lyman Town Hall**

**Motion passes 4-0**

**ADJOURN**

Other:

**Thomas Hatch – Makes a motion to put Lindsay and other office employees in charge of choosing the color pallet of the meeting room tables.**

**John Tibbetts – Seconds the motion**

**Motion Passes: 4-0**

**Jessica Picard - Makes a motion to adjourn**

**John Tibbetts – Seconds the motion**

**Motion Passes: 4-0 Meeting is adjourned at 8:02pm**

\_\_\_\_\_  
Ralph "Rusty" Blackington (Chair)

\_\_\_\_\_  
David Alves

\_\_\_\_\_  
Thomas Hatch (Vice Chair)

\_\_\_\_\_  
Jessica Piccard

\_\_\_\_\_  
John Tibbetts

I, Lindsay Gagne, Clerk to the Select Board of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of (5) pages are the original minutes of the Board of Selectmen Regular Meeting dated August 1<sup>st</sup>, 2022.

\_\_\_\_\_  
Lindsay Gagne

# ITEM #4: a: Payroll Warrant #7

Lyman  
10:51 AM

## Payroll Check Register

Pay Date: 08/10/2022

08/04/2022  
Page 1

Check	D / D	Check	Amount	Date	Employee
<b>Employee Checks</b>					
1	1,410.92	0.00	1,410.92	08/10/22	79 SUSAN J BELLEROSE
2	223.90	0.00	223.90	08/10/22	032 DANA A CARTER
3	2,036.26	0.00	2,036.26	08/10/22	029 BRENDA D CHARLAND
4	79.13	0.00	79.13	08/10/22	12 MARCEL DESROSIER
5	1,308.46	0.00	1,308.46	08/10/22	028 LINDSAY GAGNE
6	1,479.22	0.00	1,479.22	08/10/22	016 LAURIE L GONSKA
7	144.15	0.00	144.15	08/10/22	05 SHIRLEY A HARRISON
8	252.96	0.00	252.96	08/10/22	007 THOMAS M HOLLAND
9	1,135.92	0.00	1,135.92	08/10/22	019 HOLLI L HUTCHINS
10	1,486.32	0.00	1,486.32	08/10/22	015 JEANETTE E LEMAY
11	1,195.37	0.00	1,195.37	08/10/22	041 RANDALL L MURRAY
12	925.20	0.00	925.20	08/10/22	005 BRADLEY J NIKEL
13	338.40	0.00	338.40	08/10/22	19 BRIAN D. RACICOT
14	516.93	0.00	516.93	08/10/22	002 DAVID W RILEY
15	96.45	0.00	96.45	08/10/22	020 DAVID H SANTORA
16	284.58	0.00	284.58	08/10/22	001 MAURICE ST CLAIR
17	192.90	0.00	192.90	08/10/22	40 RAYMOND J VALLIERE
18	1,499.19	0.00	1,499.19	08/10/22	76 PAULINE F WEISS
<b>Total</b>	<b>14,606.26</b>	<b>0.00</b>	<b>14,606.26</b>		
<b>Direct Deposit Checks</b>					
19	0.00	14,606.26	14,606.26	08/10/22	D / D 1 BIDDEFORD SAVINGS BANK
<b>Total</b>	<b>0.00</b>	<b>14,606.26</b>	<b>14,606.26</b>		
<b>Trust &amp; Agency Checks</b>					
20	0.00	5,504.60	5,504.60	08/10/22	T & A 1 I.R.S.
21	0.00	985.58	985.58	08/10/22	T & A 3 ICMA
22	0.00	1,005.60	1,005.60	08/10/22	T & A 2 MAINE REVENUE SERVICES
23	0.00	1,175.34	1,175.34	08/10/22	T & A 9 MPERS
<b>Total</b>	<b>0.00</b>	<b>8,671.12</b>	<b>8,671.12</b>		

<b>Summary</b>		
Checks:	Regular	0.00 18
	D / D	14,606.26 1
	Employee	14,606.26
	T & A	8,671.12 4
	Voided	0
	<b>Total</b>	<b>23,277.38 23</b>

WARRANT: 7

Check	D / D	Check	Employee	Gross Pay
1	1,410.92	0.00	79 SUSAN J BELLEROSE	2,020.84
2	223.90	0.00	032 DANA A CARTER	242.45
3	2,036.26	0.00	029 BRENDA D CHARLAND	3,026.58
4	79.13	0.00	12 MARCEL DESROSIERS	85.68
5	1,308.46	0.00	028 LINDSAY GAGNE	1,722.00
6	1,479.22	0.00	016 LAURIE L GONSKA	2,625.00
7	144.15	0.00	05 SHIRLEY A HARRISON	156.09
8	252.96	0.00	007 THOMAS M HOLLAND	286.85
9	1,135.92	0.00	019 HOLLI L HUTCHINS	1,625.57
10	1,486.32	0.00	015 JEANETTE E LEMAY	2,405.15
11	1,195.37	0.00	041 RANDALL L MURRAY	1,863.33
12	925.20	0.00	005 BRADLEY J NIKEL	1,458.00
13	338.40	0.00	19 BRIAN D. RACICOT	421.99
14	516.93	0.00	002 DAVID W RILEY	559.75
15	96.45	0.00	020 DAVID H SANTORA	104.44
16	284.58	0.00	001 MAURICE ST CLAIR	308.16
17	192.90	0.00	40 RAYMOND J VALLIERE	208.88
18	1,499.19	0.00	76 PAULINE F WEISS	2,186.54
19	0.00	14,606.26	D / D 1 BIDDEFORD SAVINGS BANK	
20	0.00	5,504.60	T & A 1 I.R.S.	
21	0.00	985.58	T & A 3 ICMA	
22	0.00	1,005.60	T & A 2 MAINE REVENUE SERVICES	
23	0.00	1,175.34	T & A 9 MPERS	
<b>Total</b>	<b>14,606.26</b>	<b>23,277.38</b>		<b>21,307.30</b>

Put into A/P **9,536.39**  
 Taken out of A/P **(8,671.12)**  
**Total Payroll 24,142.65**

**Count**  
 Checks **23**

TO THE MUNICIPAL TREASURER OF LYMAN, MAINE: THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

# ITEM #4: b: Payroll Warrant #8

Lyman  
9:25 AM

## Payroll Check Register

Pay Date: 08/24/2022

08/18/2022

Page 1

Check	D / D	Check	Amount	Date	Employee
<b>Employee Checks</b>					
1	1,418.74	0.00	1,418.74	08/24/22	79 SUSAN J BELLEROSE
2	251.46	0.00	251.46	08/24/22	032 DANA A CARTER
3	1,722.42	0.00	1,722.42	08/24/22	029 BRENDA D CHARLAND
4	1,182.37	0.00	1,182.37	08/24/22	028 LINDSAY GAGNE
5	1,479.22	0.00	1,479.22	08/24/22	016 LAURIE L GONSKA
6	104.83	0.00	104.83	08/24/22	05 SHIRLEY A HARRISON
7	252.96	0.00	252.96	08/24/22	007 THOMAS M HOLLAND
8	1,029.64	0.00	1,029.64	08/24/22	019 HOLLI L HUTCHINS
9	1,486.32	0.00	1,486.32	08/24/22	015 JEANETTE E LEMAY
10	1,067.94	0.00	1,067.94	08/24/22	041 RANDALL L MURRAY
11	925.20	0.00	925.20	08/24/22	005 BRADLEY J NIKEL
12	342.33	0.00	342.33	08/24/22	19 BRIAN D. RACICOT
13	444.56	0.00	444.56	08/24/22	002 DAVID W RILEY
14	155.01	0.00	155.01	08/24/22	020 DAVID H SANTORA
15	151.19	0.00	151.19	08/24/22	001 MAURICE ST CLAIR
16	175.68	0.00	175.68	08/24/22	40 RAYMOND J VALLIERE
17	1,499.19	0.00	1,499.19	08/24/22	76 PAULINE F WEISS
<b>Total</b>	<b>13,689.06</b>	<b>0.00</b>	<b>13,689.06</b>		
<b>Direct Deposit Checks</b>					
18	0.00	13,689.06	13,689.06	08/24/22	D / D 1 BIDDEFORD SAVINGS BANK
<b>Total</b>	<b>0.00</b>	<b>13,689.06</b>	<b>13,689.06</b>		
<b>Trust &amp; Agency Checks</b>					
19	0.00	5,062.15	5,062.15	08/24/22	T & A 1 I.R.S.
20	0.00	958.64	958.64	08/24/22	T & A 3 ICMA
21	0.00	919.77	919.77	08/24/22	T & A 2 MAINE REVENUE SERVICES
22	0.00	1,136.04	1,136.04	08/24/22	T & A 9 MPERS
<b>Total</b>	<b>0.00</b>	<b>8,076.60</b>	<b>8,076.60</b>		
<b>Summary</b>					
Checks:	Regular	0.00	17		
	D / D	13,689.06	1		
	Employee	13,689.06			
	T & A	8,076.60	4		
	Voided		0		
	<b>Total</b>	<b>21,765.66</b>	<b>22</b>		

WARRANT: 8

Check	D / D	Check	Employee	Gross Pay
1	1,418.74	0.00	79 SUSAN J BELLERSE	2,034.14
2	251.46	0.00	032 DANA A CARTER	272.29
3	1,722.42	0.00	029 BRENDA D CHARLAND	2,500.00
4	1,182.37	0.00	028 LINDSAY GAGNE	1,542.00
5	1,479.22	0.00	016 LAURIE L GONSKA	2,625.00
6	104.83	0.00	05 SHIRLEY A HARRISON	113.52
7	252.96	0.00	007 THOMAS M HOLLAND	286.85
8	1,029.64	0.00	019 HOLLI L HUTCHINS	1,448.66
9	1,486.32	0.00	015 JEANETTE E LEMAY	2,405.15
10	1,067.94	0.00	041 RANDALL L MURRAY	1,632.82
11	925.20	0.00	005 BRADLEY J NIKEL	1,458.00
12	342.33	0.00	19 BRIAN D. RACICOT	426.25
13	444.56	0.00	002 DAVID W RILEY	481.39
14	155.01	0.00	020 DAVID H SANTORA	167.85
15	151.19	0.00	001 MAURICE ST CLAIR	163.71
16	175.68	0.00	40 RAYMOND J VALLIERE	190.23
17	1,499.19	0.00	76 PAULINE F WEISS	2,186.54
18	0.00	13,689.06	D / D 1 BIDDEFORD SAVINGS BANK	
19	0.00	5,062.15	T & A 1 I.R.S.	
20	0.00	958.64	T & A 3 ICMA	
21	0.00	919.77	T & A 2 MAINE REVENUE SERVICES	
22	0.00	1,136.04	T & A 9 MPERS	
<b>Total</b>	<b>13,689.06</b>	<b>21,765.66</b>		<b>19,934.40</b>

Put into A/P **8,936.30**  
 Taken out of A/P **(8,076.60)**  
**Total Payroll 22,625.36**

**Count**  
 Checks **22**

TO THE MUNICIPAL TREASURER OF LYMAN, MAINE: THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

# ITEM #4: c: Payroll Warrant #10

Lyman  
1:04 PM

## Payroll Check Register

Pay Date: 08/24/2022

08/18/2022

Page 1

Check	D / D	Check	Amount	Date	Employee
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### Employee Checks

1	153.20	0.00	153.20	08/24/22	028 LINDSAY GAGNE
<b>Total</b>	<b>153.20</b>	<b>0.00</b>	<b>153.20</b>		

### Direct Deposit Checks

2	0.00	153.20	153.20	08/24/22	D / D 1 BIDDEFORD SAVINGS BANK
<b>Total</b>	<b>0.00</b>	<b>153.20</b>	<b>153.20</b>		

### Trust & Agency Checks

3	0.00	27.68	27.68	08/24/22	T & A 1 I.R.S.
4	0.00	13.92	13.92	08/24/22	T & A 3 ICMA
<b>Total</b>	<b>0.00</b>	<b>41.60</b>	<b>41.60</b>		

### Summary

Checks:	Regular	0.00	1
	D / D	153.20	1
	Employee	153.20	
	T & A	41.60	2
	Voided		0
	<b>Total</b>	<b>194.80</b>	<b>4</b>

WARRANT: 10

Check	D / D	Check	Employee	Gross Pay
1	153.20	0.00	028 LINDSAY GAGNE	174.00
2	0.00	153.20	D / D 1 BIDDEFORD SAVINGS BANK	
3	0.00	27.68	T & A 1 I.R.S.	
4	0.00	13.92	T & A 3 ICMA	
<b>Total</b>	<b>153.20</b>	<b>194.80</b>		<b>174.00</b>

Put into A/P	<b>41.60</b>
Taken out of A/P	<b>(41.60)</b>
<b>Total Payroll</b>	<b>194.80</b>

<b>Count</b>	
Checks	4

TO THE MUNICIPAL TREASURER OF LYMAN, MAINE: THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

# ITEM #4: d: AP Warrant #68 (FY2022)

Lyman-2022  
8:28 AM

**A / P Check Register**  
Bank: BIDDEFORD SAVINGS

08/18/2022  
Page 1

Type	Check	Amount	Date	Wrnt	Payee
R	9178	20,000.00	08/18/22	68	0025 GERARD EXCAVATION, INC.
R	9179	9,209.00	08/18/22	68	0080 LENOVO
R	9180	179.00	08/18/22	68	0985 WARRENS OFFICE SUPPLIES
R	9181	397.50	08/18/22	68	0021 WATERBORO REPORTER
P	99999	962.19	08/18/22	68	0095 CARDMEMBER SERVICE
<b>Total</b>		<b>30,747.69</b>			

<b>Count</b>	
Checks	5
Voids	0



## Warrant 68

Jrnl	Check	Month	Invoice Description	Reference		
Description	Account	Proj	Amount	Encumbrance		
<b>00095 CARDMEMBER SERVICE</b>						
0695	99999	06	VISTA PRINT CHARTER COMM	081622		
VISTA PRINT CHARTER COMM	E 10-35-80		962.19		0.00	
PROF SVC / CHARTER COMM						
			<b>Vendor Total-</b>	<b>962.19</b>		
<b>00025 GERARD EXCAVATION, INC.</b>						
0695	9178	06	WALKER RD DOWN PAYMENT	080822		
WALKER RD DOWN PAY	E 40-15-01		20,000.00		0.00	
ROAD EXPENSE / RECONSTRUCT.						
			<b>Vendor Total-</b>	<b>20,000.00</b>		
<b>00080 LENOVO</b>						
0695	9179	06	WORKSTATIONS	6461676315		
WORKSTATIONS	E 10-10-08		7,500.00		9,209.00	
OPERATING / COMP EQUIP						
			<b>Invoice Total-</b>	<b>7,500.00</b>		
0695	9179	06	WORKSTATIONS	6461484826		
WORKSTATIONS	E 10-10-08		1,709.00		0.00	
OPERATING / COMP EQUIP						
			<b>Invoice Total-</b>	<b>1,709.00</b>		
			<b>Vendor Total-</b>	<b>9,209.00</b>		
<b>00985 WARRENS OFFICE SUPPLIES</b>						
0695	9180	06	TOWLYM	281452-00		
TOWLYM	E 10-10-24		179.00		0.00	
OPERATING / OFFICE EQUIP						
			<b>Vendor Total-</b>	<b>179.00</b>		
<b>00021 WATERBORO REPORTER</b>						
0695	9181	06	ADVERTISING	5107		
ADVERTISING	E 10-10-05		397.50		0.00	
OPERATING / ADVERTISING						
			<b>Vendor Total-</b>	<b>397.50</b>		
			<b>Prepaid Total-</b>	<b>962.19</b>		
			<b>Current Total-</b>	<b>29,785.50</b>		
			<b>EFT Total-</b>	<b>0.00</b>		
			<b>Warrant Total-</b>	<b>30,747.69</b>		

TO THE MUNICIPAL TREASURER OF LYMAN, MAINE: THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

TOWN OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

**A / P Check Register**  
Bank: BIDDEFORD SAVINGS

Type	Check	Amount	Date	Wrnt	Payee
P	9172	9,836.79	08/02/22	9	0569 SECRETARY OF STATE
P	9173	17,253.27	08/08/22	9	0569 SECRETARY OF STATE
P	9174	22.00	08/11/22	9	0643 TREASURER, STATE OF MAINE
P	9175	969.00	08/16/22	9	0502 REGISTRY OF DEEDS
P	9176	11,139.28	08/16/22	9	0647 TREASURER, STATE OF MAINE
P	9177	8,342.38	08/16/22	9	0569 SECRETARY OF STATE
R	9182	675.41	08/18/22	9	0218 AMAZON CAPITAL SERVICES
R	9183	314.00	08/18/22	9	1046 BOURQUE & CLEGG LLC
R	9184	407.19	08/18/22	9	0328 BUDGET DOCUMENT TECHNOLOGY
R	9185	32.00	08/18/22	9	0994 CINTAS CORPORATION- # 758
R	9186	357.50	08/18/22	9	0111 CYN ENVIRONMENTAL SERVICES
R	9187	120.00	08/18/22	9	0162 DAVE ERICKSON
R	9188	400.00	08/18/22	9	0133 DAVID W. RILEY
R	9189	41.04	08/18/22	9	0151 DAYTON SAND & GRAVEL, CO.,INC.
R	9190	11.45	08/18/22	9	0090 DOWNEAST FLOWERS
R	9191	490.00	08/18/22	9	0166 E.T.P ELECTRICIANS
R	9192	13,540.69	08/18/22	9	0500 ECOMAINE
R	9193	3,700.00	08/18/22	9	0155 GERARD TREE SERVICE
R	9194	49.87	08/18/22	9	0147 GONETSPEED
R	9195	505.37	08/18/22	9	0072 GWI
R	9196	398.25	08/18/22	9	1158 HALEY'S METAL SHOP
R	9197	2,783.75	08/18/22	9	0241 HILL VIEW MINI BARNs
R	9198	725.00	08/18/22	9	0230 JESSICA HUBBARD
R	9199	17.21	08/18/22	9	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	9200	13,084.80	08/18/22	9	0376 M M E H T
R	9201	219.50	08/18/22	9	0018 MACDONALD PLUMBING & HEATING
R	9202	65.00	08/18/22	9	0414 MAINE MUNICIPAL ASSOCIATION
R	9203	140.72	08/18/22	9	0622 MAINETODAY MEDIA
R	9204	3,102.50	08/18/22	9	0034 MEMIC
R	9205	800.00	08/18/22	9	0112 MURPHY APPRAISAL SERVICES
R	9206	25.00	08/18/22	9	0010 NELSON ANALYTICAL MAINE
R	9207	65.52	08/18/22	9	0036 NORTH COAST SERVICES
R	9208	20.30	08/18/22	9	0005 PETTY CASH
R	9209	29.00	08/18/22	9	0502 REGISTRY OF DEEDS
R	9210	87.00	08/18/22	9	0502 REGISTRY OF DEEDS
R	9211	132.97	08/18/22	9	0224 SPECTRUM/TIME WARNER CABLE
R	9212	4,050.00	08/18/22	9	0360 STEELE NICKEL INC
R	9213	300.00	08/18/22	9	0087 STEPHEN PISANI
R	9214	438.88	08/18/22	9	0168 TOM CORMIER
R	9215	116.93	08/18/22	9	0148 VERIZON WIRELESS
R	9216	97.62	08/18/22	9	0985 WARRENS OFFICE SUPPLIES
P	9999	1,531.48	08/18/22	9	0091 CENTRAL MAINE POWER, INC.
P	88889	155.42	08/18/22	9	0140 WEX BANK
P	99999	67.51	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	55.11	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	366.50	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	341.59	08/18/22	9	0095 CARDMEMBER SERVICE

ITEM #4: e: AP Warrant #9 (FY2023)

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A / P Check Register  
Bank: BIDDEFORD SAVINGS

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Type	Check	Amount	Date	Wrnt	Payee
P	99999	17.99	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	199.90	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	7.20	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	443.10	08/18/22	9	0095 CARDMEMBER SERVICE
P	99999	21.10	08/18/22	9	0095 CARDMEMBER SERVICE
Total		98,114.09			

Count	
Checks	52
Voids	0

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>00218 AMAZON CAPITAL SERVICES</b>						
0049	9182	08	FILE FOLDER HOLDER		1661-1PWF-TF9J	
FILE FOLDER HOLDER			E 110-11-60-610		19.28	0.00
SUPPLIES / SUPPLIES						
Invoice Total-					19.28	
0049	9182	08	CASH REGISTER		1XY7-M6CD-GHPD	
CASH REGISTER			E 191-31-70-790		377.86	0.00
EQUIPMENT / OTHER EQUIP						
Invoice Total-					377.86	
0049	9182	08	SUPPLIES		1Y97-JXN7-719H	
SUPPLIES			E 110-11-60-610		77.71	0.00
SUPPLIES / SUPPLIES						
Invoice Total-					77.71	
0049	9182	08	H20		134J-FDDF-GG71	
H20			E 110-11-60-610		105.79	0.00
SUPPLIES / SUPPLIES						
Invoice Total-					105.79	
0049	9182	08	SUPPLIES		1Y97-JXN7719H	
SUPPLIES			E 110-13-39-399		23.07	0.00
CONT SVS OTH / OTHER						
Invoice Total-					23.07	
0049	9182	08	SUPPLIES		117QT-HVVD-PFDN	
SUPPLIES			E 110-11-60-610		37.11	0.00
SUPPLIES / SUPPLIES						
Invoice Total-					37.11	
0049	9182	08	SUPPLIES		1MDC-YNJG-MGCN	
SUPPLIES			E 110-11-60-610		24.44	0.00
SUPPLIES / SUPPLIES						
SUPPLIES			E 150-31-60-610		10.15	0.00
SUPPLIES / SUPPLIES						
Invoice Total-					34.59	
Vendor Total-					675.41	
<b>01046 BOURQUE &amp; CLEGG LLC</b>						
0049	9183	08	SERVICES		42643	
SERVICES			E 181-11-33-320		314.00	0.00
CONT PROF / PROF SERV LE						
Vendor Total-					314.00	
<b>00328 BUDGET DOCUMENT TECHNOLOGY</b>						
0049	9184	08	LT06		458011	
LT06			E 110-11-32-310		407.19	0.00
CTRCT SVS EQ / PROF SVS						
Vendor Total-					407.19	
<b>00095 CARDMEMBER SERVICE</b>						
0049	99999	08	BUSINESS CARDS		VP_POR1RTBZ	
BUSINESS CARDS			E 110-11-60-610		67.51	0.00
SUPPLIES / SUPPLIES						
Invoice Total-					67.51	
0049	99999	08	CONCERT IN THE PARK		MARKET BAS	
CONCERT IN THE PARK			E 810-21-90-999		55.11	0.00
OTHER / MISC						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>Invoice Total-</b>					<b>55.11</b>	
0049	99999	08	STAMPS	070722		
STAMPS	E 110-11-60-650				366.50	0.00
	SUPPLIES / POSTAGE					
<b>Invoice Total-</b>					<b>366.50</b>	
0049	99999	08	STAMPS	070722		
STAMPS	E 110-11-60-650				341.59	0.00
	SUPPLIES / POSTAGE					
<b>Invoice Total-</b>					<b>341.59</b>	
0049	99999	08	STAMPS.COM	071822		
STAMPS.COM	E 110-11-60-650				17.99	0.00
	SUPPLIES / POSTAGE					
<b>Invoice Total-</b>					<b>17.99</b>	
0049	99999	08	ZOOM	161397201		
ZOOM	E 110-11-32-310				199.90	0.00
	CTRCT SVS EQ / PROF SVS					
<b>Invoice Total-</b>					<b>199.90</b>	
0049	99999	08	MICROSOFT	E0600JU0DG		
MICROSOFT	E 110-11-32-310				7.20	0.00
	CTRCT SVS EQ / PROF SVS					
<b>Invoice Total-</b>					<b>7.20</b>	
0049	99999	08	MICROSOFT	E0600JTXE9		
MICROSOFT	E 110-11-32-310				443.10	0.00
	CTRCT SVS EQ / PROF SVS					
<b>Invoice Total-</b>					<b>443.10</b>	
0049	99999	08	MICROSOFT	E0600JTQRU		
MICROSOFT	E 110-11-32-310				21.10	0.00
	CTRCT SVS EQ / PROF SVS					
<b>Invoice Total-</b>					<b>21.10</b>	
<b>Vendor Total-</b>					<b>1,520.00</b>	
<b>00091 CENTRAL MAINE POWER, INC.</b>						
0049	9999	08	JULY 2022	401000022210		
3501-2118-408	E 147-22-50-560				177.15	0.00
	UTILITIES / ELECTRICITY					
3501-1893-878	E 147-22-50-560				196.13	0.00
	UTILITIES / ELECTRICITY					
3501-2918-062	E 147-22-50-560				19.97	0.00
	UTILITIES / ELECTRICITY					
3501-6854-669	E 147-31-50-560				272.80	0.00
	UTILITIES / ELECTRICITY					
3501-2614-331	E 147-51-50-560				300.18	0.00
	UTILITIES / ELECTRICITY					
3501-6858-561	E 147-21-50-560				17.96	0.00
	UTILITIES / ELECTRICITY					
3501-2989-030	E 147-11-50-560				547.29	0.00
	UTILITIES / ELECTRICITY					
<b>Vendor Total-</b>					<b>1,531.48</b>	
<b>00994 CINTAS CORPORATION- # 758</b>						
0049	9185	08	13117643	4127811466		
RUGS-TH	E 141-11-31-310				32.00	0.00
	CTRCT SVS BL / PROF SVS					

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>Vendor Total-</b>					<b>32.00</b>	
<b>00111 CYN ENVIRONMENTAL SERVICES</b>						
0049	9186	08	LY3802	89678869-211058		
LY3802			E 150-31-35-358		357.50	0.00
			CTRCT SVS WA / PROF SVS HWO			
<b>Vendor Total-</b>					<b>357.50</b>	
<b>00162 DAVE ERICKSON</b>						
0049	9187	08	BATHOUSES	0448212		
BATHOUSES			E 161-21-90-940		120.00	0.00
			OTHER / REC PROGRAMS			
<b>Vendor Total-</b>					<b>120.00</b>	
<b>00133 DAVID W. RILEY</b>						
0049	9188	08	SERVICES	2021-0631		
ROADS REPAIRS/MAINT			E 131-51-40-483		400.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
<b>Vendor Total-</b>					<b>400.00</b>	
<b>00151 DAYTON SAND &amp; GRAVEL, CO., INC.</b>						
0049	9189	08	52800	247524		
52800			E 131-51-40-483		41.04	0.00
			REPAIRS & MA / RDS/REPAIRS			
<b>Vendor Total-</b>					<b>41.04</b>	
<b>00090 DOWNEAST FLOWERS</b>						
0049	9190	08	DELIVERY FEE	175787		
DELIVERY FEE			E 110-11-60-610		11.45	0.00
			SUPPLIES / SUPPLIES			
<b>Vendor Total-</b>					<b>11.45</b>	
<b>00166 E.T.P ELECTRICIANS</b>						
0049	9191	08	POLE	080822		
POLE			E 710-25-90-999		490.00	0.00
			OTHER / MISC			
<b>Vendor Total-</b>					<b>490.00</b>	
<b>00500 ECOMAINE</b>						
0049	9192	08	BULKY	JULY 2022		
BULLYMAN01 OBW-WOOD			E 150-31-35-351		2,268.20	0.00
			CTRCT SVS WA / PROF SVS TW			
<b>Invoice Total-</b>					<b>2,268.20</b>	
0049	9192	08	RECYCLE	JULY 2021		
RECYCLE			E 150-31-35-352		596.40	0.00
			CTRCT SVS WA / PROF SVS REC			
<b>Invoice Total-</b>					<b>596.40</b>	
0049	9192	08	TIPPING	JULY 2022		
LYMAN01 MSW			E 150-31-35-350		10,676.09	0.00
			CTRCT SVS WA / PROF SVS TIP			
<b>Invoice Total-</b>					<b>10,676.09</b>	
<b>Vendor Total-</b>					<b>13,540.69</b>	
<b>00155 GERARD TREE SERVICE</b>						
0049	9193	08	TREE KENNEBUNK PD	11196		

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Jrnl	Check	Month	Invoice Description	Reference		
Description	Account	Proj	Amount	Encumbrance		
TREE KENNEBUNK PD	E 710-26-90-999		1,800.00	0.00		
OTHER / MISC						
<b>Invoice Total-</b>			<b>1,800.00</b>			
0049	9193	08	JOHN ST	11195		
JOHN ST	E 131-51-40-483		1,500.00	0.00		
REPAIRS & MA / RDS/REPAIRS						
<b>Invoice Total-</b>			<b>1,500.00</b>			
0049	9193	08	JOHN ST	11197		
JOHN ST	E 131-51-40-483		400.00	0.00		
REPAIRS & MA / RDS/REPAIRS						
<b>Invoice Total-</b>			<b>400.00</b>			
<b>Vendor Total-</b>			<b>3,700.00</b>			
<b>00147 GONETSPEED</b>						
0049	9194	08	13668 PHONE	07312022		
13668 PHONE	E 150-31-50-580		49.87	0.00		
UTILITIES / COMM						
<b>Vendor Total-</b>			<b>49.87</b>			
<b>00072 GMI</b>						
0049	9195	08	PHONES & INTERNET	6262883		
205773	E 110-11-50-580		475.77	0.00		
UTILITIES / COMM						
205773	E 161-22-50-580		29.60	0.00		
UTILITIES / COMM						
<b>Vendor Total-</b>			<b>505.37</b>			
<b>01158 HALEY'S METAL SHOP</b>						
0049	9196	08	NO A/C BOARD ROOM	W14035		
NO A/C BOARD ROOM	E 141-11-31-310		398.25	0.00		
CTRCT SVS BL / PROF SVS						
<b>Vendor Total-</b>			<b>398.25</b>			
<b>00241 HILL VIEW MINI BARNS</b>						
0049	9197	08	SHED KENNEBUNK PD	047260		
SHED KENNEBUNK PD	E 710-26-90-999		2,783.75	0.00		
OTHER / MISC						
<b>Vendor Total-</b>			<b>2,783.75</b>			
<b>00230 JESSICA HUBBARD</b>						
0049	9198	08	CLEANING SERVICES	49		
TH CLEANING SERVICE	E 141-11-31-310		475.00	0.00		
CTRCT SVS BL / PROF SVS						
ADDLT VACUUM	E 141-11-31-310		250.00	0.00		
CTRCT SVS BL / PROF SVS						
<b>Vendor Total-</b>			<b>725.00</b>			
<b>00322 KENNEBUNK LIGHT &amp; POWER DISTRICT</b>						
0049	9199	08	2101002-01	080822		
2101002-01	E 147-51-50-560		17.21	0.00		
UTILITIES / ELECTRICITY						
<b>Vendor Total-</b>			<b>17.21</b>			
<b>00376 M M E H T</b>						
0049	9200	08	MHT.31171	SEP 2022		

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
INSURANCE-EMPLOYEE			G 1-205-00		1,706.26	0.00
			BENFTS-EMPLE			
HEALTH			E 102-99-20-210		10,964.93	0.00
			BENEFITS / HEALTH			
DENTAL			E 102-99-20-211		394.11	0.00
			BENEFITS / DENTAL			
LIFE NO MED			E 102-99-20-214		19.50	0.00
			BENEFITS / LIFE NO MED			
Vendor Total-					13,084.80	
00018 MACDONALD PLUMBING & HEATING						
C049	9201	08	REPAIR BUNGANUT PUMP	4380-293		
REPAIR BUNGANUT PUMP			E 141-22-31-310		200.00	0.00
			CTRCT SVS BL / PROF SVS			
REPAIR BUNGANUT PUMP			E 141-22-31-310		19.50	0.00
			CTRCT SVS BL / PROF SVS			
Vendor Total-					219.50	
00414 MAINE MUNICIPAL ASSOCIATION						
0049	9202	08	31170 PBBOA HERNON	1000429615		
33170			E 102-11-20-280		65.00	0.00
			BENEFITS / TRAINING			
Vendor Total-					65.00	
00622 MAINETODAY MEDIA						
0049	9203	08	143473	ADS PB		
ADS PB			E 110-11-80-810		140.72	0.00
			ADVER, PRINT / ADVERTISE			
Vendor Total-					140.72	
00034 MEMIC						
0049	9204	08	1810107099	CY 22		
1810107099			E 117-99-38-326		3,102.50	0.00
			CONT SVS INS / INS W.C.			
Vendor Total-					3,102.50	
00112 MURPHY APPRAISAL SERVICES						
0049	9205	08	SERVICES	081822		
SERVICES			E 181-11-33-310		800.00	0.00
			CONT PROF / PROF SERV			
Vendor Total-					800.00	
00010 NELSON ANALYTICAL MAINE						
0049	9206	08	KENNEBUNK POND	222070718		
KENNEBUNK POND			E 141-21-40-410		25.00	0.00
			REPAIRS & MA / BLDGS & GROU			
Vendor Total-					25.00	
00036 NORTH COAST SERVICES						
0049	9207	08	RECYCLING	39081		
RECYCLING			E 150-31-35-350		65.52	0.00
			CTRCT SVS WA / PROF SVS TIP			
Vendor Total-					65.52	
00005 PETTY CASH						
0049	9208	08	LOCK FOR STORAGE UNIT	20220719		



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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
LOCK FOR STORAGE UNIT			E 110-11-60-610		20.30	0.00
SUPPLIES / SUPPLIES						
Vendor Total-					20.30	
00502 REGISTRY OF DEEDS						
0049	9175	08	51 LIENS	081622		*** SEPARATE ***
51 LIENS			E 110-11-39-399		969.00	0.00
CONT SVS OTH / OTHER						
Invoice Total-					969.00	
0049	9209	08	PB NOTICE OF DECISION	1870		*** SEPARATE ***
PB NOTICE OF DEC			E 110-11-39-399		29.00	0.00
CONT SVS OTH / OTHER						
Invoice Total-					29.00	
0049	9210	08	TOWN TRANSFERS	JULY		
TOWN TRANSFERS			E 110-11-39-399		30.00	0.00
CONT SVS OTH / OTHER						
Invoice Total-					30.00	
0049	9210	08	3 LIEN DISCHARGES	081822		
DISCHARGES			E 110-11-39-399		57.00	0.00
CONT SVS OTH / OTHER						
Invoice Total-					57.00	
Vendor Total-					1,085.00	
00569 SECRETARY OF STATE						
0049	9172	08	31170	07/22-07/29		
31170			G 1-250-00		9,836.79	0.00
MTR VEHICLE						
Invoice Total-					9,836.79	
0049	9173	08	31170	07/29-08/04		
31170			G 1-250-00		17,253.27	0.00
MTR VEHICLE						
Invoice Total-					17,253.27	
0049	9177	08	31170	08/04-08/11		
31170			G 1-250-00		8,342.38	0.00
MTR VEHICLE						
Invoice Total-					8,342.38	
Vendor Total-					35,432.44	
00224 SPECTRUM/TIME WARNER CABLE						
0049	9211	08	202-579149701-001	0010726081222		
202-579149701-001			E 150-31-50-580		132.97	0.00
UTILITIES / COMM						
Vendor Total-					132.97	
00360 STEELE NICKEL INC						
0049	9212	08	SERVICES	4318		
ROAD WORK			E 131-51-40-483		4,050.00	0.00
REPAIRS & MA / RDS/REPAIRS						
Vendor Total-					4,050.00	
00087 STEPHEN PISANI						
0049	9213	08	CONCERT IN THE PARK	072922		
CONCERT IN THE PARK			E 161-21-90-940		300.00	0.00
OTHER / REC PROGRAMS						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				<b>Vendor Total-</b>	<b>300.00</b>	
<b>00168 TOM CORMIER</b>						
0049	9214	08	REIMB PURCHASE OF MULCH	59245		
REIMB PURCHASE OF MULCH					438.88	0.00
E 141-21-40-410						
REPAIRS & MA / BLDGS & GROU						
				<b>Vendor Total-</b>	<b>438.88</b>	
<b>00643 TREASURER, STATE OF MAINE</b>						
0049	9174	08	DOGS	JULY		
DOGS					22.00	0.00
G 1-256-00						
DOG LIC						
				<b>Vendor Total-</b>	<b>22.00</b>	
<b>00647 TREASURER, STATE OF MAINE</b>						
0049	9176	08	FISH	JULY 2022		
FISH					11,139.28	0.00
G 1-251-00						
INLAND FISH						
				<b>Vendor Total-</b>	<b>11,139.28</b>	
<b>00148 VERIZON WIRELESS</b>						
0049	9215	08	6423575065-00001	9912703344		
642357065-00001					116.93	0.00
E 110-11-50-580						
UTILITIES / COMM						
				<b>Vendor Total-</b>	<b>116.93</b>	
<b>00985 WARRENS OFFICE SUPPLIES</b>						
0049	9216	08	TOWLYM	508814-00		
TOWLYM					14.96	0.00
E 110-11-60-610						
SUPPLIES / SUPPLIES						
				<b>Invoice Total-</b>	<b>14.96</b>	
0049	9216	08	TOWLYM	509189-00		
TOWLYM					65.70	0.00
E 110-11-60-610						
SUPPLIES / SUPPLIES						
				<b>Invoice Total-</b>	<b>65.70</b>	
0049	9216	08	TOWLYM	509270-00		
TOWLYM					16.96	0.00
E 110-11-60-610						
SUPPLIES / SUPPLIES						
				<b>Invoice Total-</b>	<b>16.96</b>	
				<b>Vendor Total-</b>	<b>97.62</b>	
<b>00140 WEX BANK</b>						
0049	88889	08	0496-00-621844-0	82715098		
0496-00-621844-0					155.42	0.00
E 150-31-40-450						
REPAIRS & MA / EQUIPMENT						
				<b>Vendor Total-</b>	<b>155.42</b>	

**A / P Warrant**

Warrant 9

Jrnl	Check	Month	Invoice Description	Reference
Description	Account	Proj	Amount	Encumbrance
			Prepaid Total-	50,769.62
			Current Total-	47,344.47
			EFT Total-	0.00
			Warrant Total-	98,114.09

TO THE MUNICIPAL TREASURER OF LYMAN, MAINE: THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

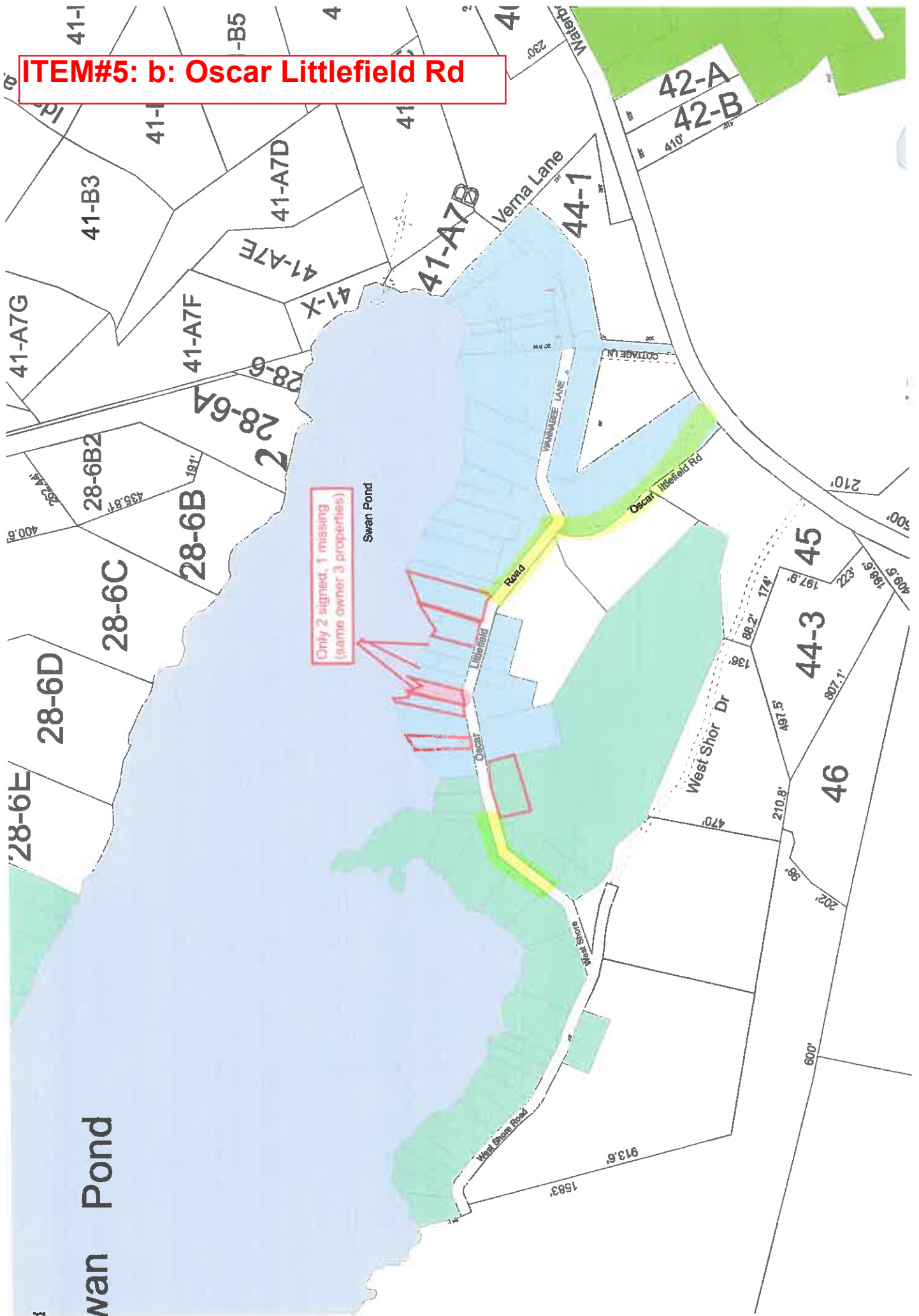
JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

**ITEM#5: b: Oscar Littlefield Rd**



**ITEM #5: c: Ordinance Review Committee discussion**

**Town of Lyman  
Board of Selectmen Regular Meeting  
December 6, 2021 - 6:00 pm  
Lyman Town Hall**

Board of Selectmen present: William Single, Chair; Ralph Blackington, Vice-Chair, Thomas Hatch, John Tibbetts, David Alves  
Others present: Select Board Clerk Donna Richard, Treasurer Jeanette Lemay

*Note: These are summary minutes. A recording of the meeting is on file at the Lyman Town Hall and on the Town Website as well as on the YouTube channel. Minutes are not verbatim. Minutes may be paraphrased for clarity. Minutes are draft until approved by the Board of Selectmen.*

**ITEM #1 SPECIAL PRESENTATIONS**

Presentation by the Goodwins Mills Fire Department to honor some of the firefighters and EMS who responded to an accident on September 22, 2021. Letter of recognition from Maine Medical Center was read and awards presented to several EMT's. Those recognized were:

Lt. Jamie Mouzas

FF/Paramedic Sandy Ridley (she was working for Arundel that evening but is also a member with us)

FF/EMT Carson Estela

FF/EMT William Worthley

**ITEM #2 HEARING OF DELEGATIONS / PUBLIC INPUT**

**a. Public Input**

William Larochelle addressed the board regarding New Road, which is where he lives. He is informed that his road is a county Road, and he wants to know if/when it will be maintained by the town. The road commissioner and board will be looking into this to see if the town will be maintaining it.

**b. Mail -- no mail between last week and this week**

**c. Complaints**

**ITEM #3 MINUTES**

**ITEM #4 SIGN WARRANTS**

Accounts Payable Warrant #29 for FY 2022 in the amount of \$37,235.59  
Motion by John, 2<sup>nd</sup> by Rusty 5-0

**ITEM #5 UNFINISHED BUSINESS**

- Michelle Felicetti and Amber Swett asked about when the board "voted" to accept their resignation from the week before. The resignations were never read into the record and they questioned why.
- Move scheduled for this week to move safe into storage and move other items within other offices
- ARPA Committee discussion took place. Board felt that treasurer Jeanette Lemay should be on this committee. David Alves advised that we would welcome all. Bill said goal would be to get committee to represent the town in away as far as possible. Tom asked fire chief if he knew how Dayton handled their

**Town of Lyman  
Board of Selectmen Regular Meeting  
January 18, 2022 - 6:00 pm  
Lyman Town Hall**

Board of Selectmen present: William Single, Chair; Ralph Blackington, Vice-Chair, Thomas Hatch  
Absent: John Tibbets  
Via Zoom: David Alves

*Note: These are summary minutes. A recording of the meeting is on file at the Lyman Town Hall and on the Town Website as well as on the YouTube channel. Minutes are not verbatim. Minutes may be paraphrased for clarity. Minutes are draft until approved by the Board of Selectmen.*

**ITEM #1 SPECIAL PRESENTATIONS**

**ITEM #2 HEARING OF DELEGATIONS / PUBLIC INPUT**

**a. Public Input**

Joey Brooks asking about why a master key is being asked for since during the May 26, 2021 meeting it was decided that the town clerk would be the only one with a master key. Bill advised they would address in executive session. Jessica Picard asked if the town had a written key policy. Bill advised that we do not.

**b. Mail – all mailed is scanned and on the town website**

**c. Complaints**

**ITEM #3 MINUTES**

December 27, 2021 minutes. Motion by Tom to accept as written, 2<sup>nd</sup> by Dave. 3-1-1  
January 3, 2022 minutes. Motion by Tom to accept as written, 2<sup>nd</sup> by Rusty. 4-1

**ITEM #4 SIGN WARRANTS**

- a. Accounts Payable Warrant #35** in the amount of \$78,236.73 – Dave abstained due to Covid Protocol and not being able to see it. *Motion by Rusty to accept, 2<sup>nd</sup> by Tom. 3-1-1*
- b. Payroll Warrant #34** in the amount of \$26,095.21. *Motion by Rusty to accept, 2<sup>nd</sup> by Tom. 3-1-1*

**ITEM #5 UNFINISHED BUSINESS**

- *Resignations from committee members not read at the last few meetings will need to wait until Bill has had the chance to discuss with the committee members who resigned.*
- *2 openings for ARPA committee open. if interested, download a job application, and submit it.*
- *Oscar Littlefield Road – Bill advised about 25% of the easements have come back. Recommendation to get in touch with Bob Schultz to see where we are at.*
- *Charter Communication update. Have asked them six times if all roads would have access. Private roads would not have access unless they paid for it. Connect Me is a state grant. ARPA funds can cover it but prefer to go with Connect Me first. Need to clarify again with Charter to get a cost for ALL residents to have access. Michelle Felicetti asked if this is just for now, not for the future. Bill advised it was a one shot deal. Bill has also talked with Matt Durass about grants. He advised that Matt said the fiber runs right along route 35 which the town should be able to hook into.*

**ITEM #6 DEPARTMENT AND COMMITTEE REPORTS**

2/7/2022 minute 2

BOTH complaints are also scanned and able to be read on the website UNDER the minutes with the agenda link.

Massabesic United sent in a field request from April through October. John made a motion to accept, 2<sup>nd</sup> by Tom. PASS 5-0

#### ITEM #3 MINUTES

Minutes from the January 18, 2022. Motion to accept by Dave, 2<sup>nd</sup> by Rusty PASS 5-0

#### ITEM #4 SIGN WARRANTS

Accounts Payable Warrant # 38 for 2022 in the amount of \$711,729.95 Motion by Rusty, 2<sup>nd</sup> by John PASS - 5-0

Payroll Warrant # 37 in the amount of \$20,758.42 Motion by Dave, 2<sup>nd</sup> by Rusty PASS 5-0

Payroll Warrant # 36 in the amount of \$20,877.43 Motion by Dave, 2<sup>nd</sup> by Rusty PASS 5-0

#### ITEM #5 UNFINISHED BUSINESS

Franchise Agreement/Invoice agreement Tony Vigue – Unable to discuss without the materials. Will need to revisit.

#### ITEM #6 DEPARTMENT AND COMMITTEE REPORTS

**Tax Collector:** write off request on a property. Will not discuss in public at this time.

**Code Enforcement:** report in packet but not read. It is posted on the website

**2 Committee applications for the Ordinance Review Committee. Jennifer Fowler and Brian Dulong**

Bill advised they would be put up for review and then they would be contacted. They would ideally have 5 members on the committee. There was some confusion as to what happened to the last ORC which consisted of Leo and Maurice. All others had resigned. Michelle and Amber are currently the only ones on that committee and all other appointments had expired. Amber and Michelle had originally resigned but took their papers back.

The Town Clerk was in attendance and brought the appointment book in to show the previous appointments and their end dates. Leo advised that there was some frustration when he was on the committee with George, they would present items to the board, and nothing got done.

**Expense Report** – there is work being done so that all departments would be able

#### ITEM #7 NEW BUSINESS

**Workers Comp Sole Proprietor Agreement.** Dave spoke with council, and it is agreed that contractors should submit to the state their sole proprietor paperwork with waiver for workers comp and agreement with the town signed. We have been following it but don't have an official policy on it. If we don't have certificate from the state, the town could be charged accordingly. If the town does not have the workers compensation waiver, the town could be charged. The subcontractor should give us the form from the state, and we can provide the liability form.

**Date for Town Meeting.** Election is held Tuesday, June 14<sup>th</sup>. Town meeting will be scheduled for June 16<sup>th</sup> once confirmed that the space is available. Town Clerk asked if the board would vote at the next meeting for a date. Bill advised they would. Clerk advised that papers would be available on March 7<sup>th</sup> and due back by April 15<sup>th</sup>. Open seats are for ONE Selectboard, ONE school board seat and TWO budget committee members.

**Dedication for Town Report.** John recommended that the board take a short amount of time to come up with recommendations and then maybe post to website for public comment.

Brad Nikel asked if any more progress on Oscar Littlefield Rd (as unfinished business). Bill advised that a list would be forwarded to Bob Schultz indicating who has and hasn't sent the easement letter back to us or the attorney.



**Town of Lyman  
Board of Selectmen Regular Meeting  
February 21, 2022 - 6:00 pm  
Lyman Town Hall**

*Board of Selectmen present: William Single, Chair; Ralph Blackington, Vice-Chair; Thomas Hatch, John Tibbets  
Via Zoom: David Alves*

*Note: These are summary minutes. A recording of the meeting is on file at the Lyman Town Hall and on the Town Website as well as on the YouTube channel. Minutes are not verbatim. Minutes may be paraphrased for clarity. Minutes are draft until approved by the Board of Selectmen.*

**ITEM #1 SPECIAL PRESENTATIONS**

Sue Bellerose, Tax Collector presented the board with information regarding Title 36, Chapter 908 regarding the state property tax deferral program for Maine seniors. She first learned about it when some people in town called in asking about it. This is a plan available through the state of Maine that defers property taxes for people age 65 and older and are permanently disabled or are permanently disabled and who can't afford to pay their taxes. This passed the legislature last August. Applications must be submitted to Maine revenue services between January 1<sup>st</sup> and April 1<sup>st</sup> to be eligible for the following year. There is criteria that must be met. All the information is on the Maine.gov website as is the application. The information will be put on the town website for anyone who needs more information.

Sue then addressed some accounts that need to be written off; mostly from the now closed Scot's Cove.

**ITEM #2 HEARING OF DELEGATIONS / PUBLIC INPUT**

**a. Public Input**

- Tom Hatch wanted to advise that Laurie has passed the Assessor exam in record time. She is now certified.
- Town clerk advised that we have 2 members who had resigned from the Ordinance Review Committee but they would need to be re-appointed and sworn back in since they were given back their resignation letters, but the board never voted on the acceptance of resignations. Clerk said because of this, they are NOT on the board and would need to be re-appointed. Chair advised that the board would take under advisement. Clerk advised that she contacted MMA legal, and they agreed to make the record clear they would need to do so.
- Leo Thibodeau asked if John Tibbets had spoken to anyone involved with the cemetery. He had not and wanted to be sure the board is 100 % sure this is the direction they want to go with. He wanted to know if they would have access to all financial records and obligations regarding the Goodwin Mill Cemetery. He wants to suggest again that we talk to the company who runs Chadbourne Cemetery to see if they had any interest in helping to manage the Goodwin Mill Cemetery. Bill thinks we need to look at all options, the rest of the board agrees. Leo advised he spent the day on the phone with the state and said that the Town is responsible for the maintenance of the cemetery due to the number of veterans there. The town can't just take care of part of the lots and leave the rest a mess. Leo got the statute that supports that but did not bring with him. Chair Single asked him to bring it in so the board can see what it says. John still plans to meet with the other company to see if any interest. Leo reiterated that the current board has no interest in continuing the work for Goodwin Mill cemetery.

**b. Mail** – all mailed is scanned and on the town website

**c. Complaints**



2/27/2022 minutes

### ITEM #3 MINUTES

February 7, 2022. Motion by Rusty to accept, 2<sup>nd</sup> by Tom. PASSED 5-0

### ITEM #4 SIGN WARRANTS

The AP warrants had to be separated due to a TRIO issue with a decimal point. The 2<sup>nd</sup> AP warrant is to cover the check that had to be backed out of the first warrant when the check would not print.

- a. Accounts Payable Warrant #41 in the amount of \$44,554.11 – Motion by Rusty, 2<sup>nd</sup> John 5-0
- b. Accounts Payable Warrant #42 in the amount of \$11,973.93 – Motion by John, 2<sup>nd</sup> by Rusty 5-0

Issues with timecard machine resulted in a 2<sup>nd</sup> payroll warrant for missing hours for one employee

- c. Payroll Warrant # 39 in the amount of \$21,375.38 – Motion by John, 2<sup>nd</sup> by Rusty 5-0
- d. Payroll Warrant #40 in the amount of \$61.18 – Motion by Rusty, 2<sup>nd</sup> by John 5-0

### ITEM #5 UNFINISHED BUSINESS

- Annual town meeting voted to be held on 6/16. Motion to accept by Rusty, 2<sup>nd</sup> by John.
- What to do with the spec bid for the Dutch doors. Dave feels we should wait at this point. If town hall expands, this would be redundant work. After the building committee gets together, they could finalize cost to present to the town. He feels it is important for the town to have for safety reasons but looking for input from other selectmen. Where would we store the existing doors if we replace? Leo Thibodeau made a recommendation to have door access to the corridor leading to other offices. Proposing needing to allow access to other offices and restrooms. More discussion is needed before any changes are made. It was discussed that all employees should have panic buttons. Two staff members present had no idea that they had panic buttons. Board will look into this to be sure panic buttons are operational and staff knows where they are located.
- Franchise agreement issues. Contract with spectrum and Tony Vigue asking for invoice to be paid. Bill didn't know we were supposed to pay him, thought he was being paid by Spectrum. Tony Vigue has been working on this since 2017. Bill asked the board if they want to pay it and if so, where do we take funds from. Board agreed to invite Tony to the next meeting for clarification.
- Oscar Littlefield Road. Had not heard yet from Attorney Morin by the time of the meeting to advise on how many had signed. Hopefully by the next meeting.
- Ordinance Review Committee applications. All three were interviewed by the Hiring Committee. Looking for a committee of five. Leo questioned whether it used to be 7 on that committee. He also said the bylaws for that committee was for 7. Leo said he would apply. Selectmen Clerk advised that another one came in via email on day of meeting. John moved to accept the 3 that had applied. Town Clerk asked if Michelle and Amber had to apply again. John asked if they are on or off and town clerk advised they are NOT since they resigned and board accepted. John asked if Amber and Michelle should be included in the group that had applied most recently. Bill advised not ready to move forward with that. John canceled his original motion.

Tom made a motion to appoint Lee Schatz to the Ordinance Review Committee, 2<sup>nd</sup> by Dave. PASSED 4-1

Tom made a motion to appoint Jennifer Fowler, 2<sup>nd</sup> by John

1-3 (opposed), 1 abstained

Tom made a motion to appoint Brian Dulong, 2<sup>nd</sup> by John

1-3 (opposed), 1 abstained

the board based on a private Facebook group lengthy thread. She feels there are some questionable behaviors by the board and hopes that they would put personal grievances aside.

- Mike Rancourt wanted to know what the status of his ordinance review committee application. He did not receive any notification. Bill advised he would know something the next day.
- Bob St. Onge spoke about the 2 selectmen who represent the HR function of the board. His question was regarding former sexual harassment allegations regarding former and current employees. He wanted to know if those records are in the vault as part of the town record. Rusty advised that when he is asked to get something in the vault, he gets only what is asked of him, he does not go through random files. Bill advised if there is a result report, that can be made available, but other information is confidential. Bob just wants to know if they are in the vault. He also wanted to state that John Tibbetts has become a cancer to this town. He feels the rest of the board should be able to censor him and he repeatedly gets out of hand.
- Jackie Rancourt wanted to state that people should have the ability to state what they feel but need to be respectful.
- John Tibbetts read from a prepared statement (attached at end of minutes)
  - Dave Alves wanted to clarify – asking if John is implying that Dave is “making money” by someone being on a committee or being paid somehow. He is wondering where the conflict of interest was.

b. Mail – Mail was read and all mailed is scanned and on the town website

- Kerri Jo Sampson submitted a written statement that was read aloud (attached at end of minutes)

c. Complaints

- David Alves read from a prepared statement in response to John Tibbetts statements at the 3/7/22 meeting.
- Tom Hatch also replied in response to the minority report read by John Tibbetts at the 3/7/22 meeting (attached at end of minutes)
- Rusty asked John if he believes that he is a dishonest man as John indicated in the 3/7/22 statement made.
- Bill Single read from a prepared statement in response to John Tibbetts statements at the 3/7/22 meeting. Bill advised it was not a question and answer session. Someone asked if letters would be posted on the website since a lot of information was shared.
- Paul Berdeen came in with a complaint about speeding and trash near his home on Kennebunk Pond Rd.

#### ITEM #3 MINUTES

Rusty made a motion to NOT accept the minutes as written due to an issue with the Executive Session since we did not have the proper MRSA statute posted.

#### ITEM #4 SIGN WARRANTS

- a. Accounts Payable Warrant #45 for 2022 in the amount of \$79,483.57 – Rusty made a motion to accept, 2<sup>nd</sup> by John. 4-0 (Dave did not have the report, so recused himself from the vote)
- b. Payroll Warrant #46 in the amount of \$25,328.22 – Motion by John to accept, 2<sup>nd</sup> by Rusty. 5-0

3/21/2022 minutes

#### ITEM #5 UNFINISHED BUSINESS

- Sign appointment for Lee Schatz for ORC. Already voted on, just need to sign. Dave said, signed or not, more discussion needs to happen over the comments made by John Tibbets regarding the applicant and appointment.
- Need to change date from April 26 to May 3<sup>rd</sup> requested by the Town Clerk due to her being out. Motion by Rusty to move the date, 2<sup>nd</sup> from Tom. 5-0
- Referendum question is to move \$20,000 from professional to personnel. This is not additional money, it was already approved in the event the town hired a certified assessor. There will be a public hearing set. John made a motion to accept the wording, 2<sup>nd</sup> by Rusty. 5-0
- Tony Vigue presented information about the franchise agreement between the town and Charter Communications. Charter Communications owns the majority of franchises in Maine. 2 bills have been passed. He has worked off and on over the last few years with the town and the town attorney. He said we are ready to submit a new agreement soon. New bill passed that cable company can no longer continue to bill you through the end of a billing cycle. Tony does most of the legwork and his fees are much lower than working with an attorney.

#### ITEM #6 DEPARTMENT AND COMMITTEE REPORTS

- Committee reports in packet.
- Holli from parks and recreation had a question about sod regarding the area where the skating rink is, as it is not level.
- Norm Dubois was scheduled to be at the meeting but was not. The board is looking to have representation from the school board at regular meetings.

#### ITEM #7 NEW BUSINESS

- Zebra Striping (missed when they were opening other bids) This is the company we have always used, they do the striping for the crosswalks primarily. It does include the transfer station and Walker Rd. Price is \$1,945. Motion by John to accept, 2<sup>nd</sup> by Rusty 5-0
- Code Enforcement submitted a letter to resident of 12 Basswood regarding the condition of the property being a mess again. She wants authorization from the board to be able to take appropriate action. John made a motion to give CEO authority, 2<sup>nd</sup> by Rusty. 5-0
- Item on agenda was one that needed to be in executive session. That item will need to be tabled until the next meeting and in Executive Session.

Motion to adjourn made by Rusty, 2<sup>nd</sup> by John 5-0

\_\_\_\_\_  
William Single, Chairman

\_\_\_\_\_  
Ralph Blackington, Vice-Chairman

\_\_\_\_\_  
John Tibbets

\_\_\_\_\_  
David Alves

\_\_\_\_\_  
Thomas Hatch

**2022-2023 COMMITMENT****ITEM #6: a: Assessor Report**

	Current Fiscal Year <b>2022-2023</b>	Prior Fiscal Year <b>2021-2022</b>	<b>Difference</b>
Mill Rate p/\$1,000	\$ 11.70 0.01170	\$ 11.48 0.01148	\$ 0.22 0.00022
<b>Valuation Base:</b>			
Taxable Real & Personal Property	\$ 637,493,600	\$ 629,236,100	\$ 8,257,500
State Homestead Reimbursment	+ \$ 21,086,050 @ 73%	\$ 19,950,700 @ 70%	\$ 1,135,350
State BETE Reimbursement	+ \$ 850,000 @ 50%	\$ 660,650 @ 50%	\$ 189,350
<b>Total Valuation Base:</b>	<b>\$ 659,429,650</b>	<b>\$ 649,847,450</b>	<b>\$ 9,582,200</b>
<b>Appropriations (Spending):</b>			
Education	\$ 5,503,499	\$ 5,362,332	\$ 141,167
Municipal	\$ 3,946,986	\$ 3,716,305	\$ 230,681
County	\$ 300,390	\$ 300,179	\$ 211
<b>Total Appropriations:</b>	<b>\$ 9,750,875</b>	<b>\$ 9,378,816</b>	<b>\$ 372,059</b>
<b>LESS:</b>			
<b>Deductions:</b>			
State Municipal Revenue Sharing	\$ (420,994)	\$ (229,256)	191,738
Other Revenues - i.e. Excise, Appropriated Surplus, etc.	\$ (1,670,000)	\$ (1,671,969)	\$ (1,969)
<b>Total Deductions:</b>	<b>\$ (2,090,994)</b>	<b>\$ (1,901,225)</b>	<b>189,769</b>
<b>TOTAL TO BE RAISED BY TAXES:</b>	<b>\$ 7,659,881</b>	<b>\$ 7,477,591</b>	<b>182,290</b>

**Mill Rate:**

Total to be raised by taxes ÷ Total Valuation Base = Minimum Mill Rate Calculation x (100% + Overlay Percentage) = Chosen Mill Rate

$$7,659,881 \div 659,429,650 = 0.01162 \times 100.7\% = 0.01170$$

**Tax For Commitment:**

Taxable Real & Personal Property x Mill Rate = Tax for Commitment

$$637,493,600 \times 0.01170 = 7,458,675$$

**Overlay:**

Tax for Commitment + Homestead & BETE Reimbursements - Total to be raised by taxes = Overlay

$$7,458,675 + 246,706.79 + 9,945 - 7,659,881.26 = 55,445.65 (.723844\%)$$

Respectfully Submitted,

Laurie Gonska, CMA

**Lyman Historic Tax Information**

Year	Commitment Date	Abatement Deadline	Tax Rate	Certified Ratio	Interest Rate	Due Date 1	Due Date 2	Homestead Value
1998-1999			\$ 12.85	100%				\$ 13,000
1999-2000			\$ 12.85	100%				\$ 13,000
2000-2001			\$ 12.40	100%				\$ 13,000
2001-2002			\$ 12.25	100%				\$ 13,000
2002-2003			\$ 12.25	97%				\$ 12,610
2003-2004			\$ 12.90	90%				\$ 11,700
2004-2005			\$ 11.00	100%				\$ 13,000
2005-2006	9/7/2005	3/11/2006	\$ 12.00	100%	7.75%			\$ 13,000
2006-2007	9/8/2006	3/12/2007	\$ 12.00	84%	11.00%			\$ 10,920
2007-2008	10/1/2007	4/3/2008	\$ 9.65	93%	12.00%			\$ 12,090
2008-2009	8/27/2008	2/28/2009	\$ 10.05	87%	9.65%			\$ 11,310
2009-2010	8/25/2009	2/26/2010	\$ 10.22	86%	9.00%			\$ 11,180
2010-2011	8/20/2010	2/21/2011	\$ 11.65	90%	7.00%			\$ 9,000
2011-2012	8/11/2011	2/12/2012	\$ 11.50	95%	7.00%			\$ 9,500
2012-2013	8/27/2012	2/28/2013	\$ 11.70	95%	7.00%			\$ 9,500
2013-2014	8/27/2013	2/28/2014	\$ 12.12	100%	7.00%			\$ 10,000
2014-2015	8/28/2014	3/1/2015	\$ 12.15	100%	7.00%			\$ 10,000
2015-2016	8/3/2015	2/4/2016	\$ 12.40	100%	7.00%			\$ 10,000
2016-2017	8/9/2016	2/10/2017	\$ 12.45	100%	7.00%	10/3/2016	4/3/2017	\$ 15,000
2017-2018	8/16/2017	2/17/2018	\$ 12.49	100%	7.00%	10/3/2017	4/3/2018	\$ 20,000
2018-2019	8/21/2018	2/22/2019	\$ 12.10	100%	7.00%	10/1/2018	4/1/2019	\$ 20,000
2019-2020	8/27/2019	2/28/2020	\$ 10.47	100%	9.00%	10/1/2019	4/1/2020	\$ 20,000
2020-2021	10/15/2020	4/18/2021	\$ 10.75	100%	7.00%	11/16/2020	5/16/2021	\$ 25,000
2021-2022	10/5/2021	4/8/2022	\$ 11.48	100%	6.00%	11/1/2021	4/1/2022	\$ 25,000
2022-2023	8/17/2022	2/13/2022	\$ 11.70	100%	4.00%	10/3/2022	4/3/2023	\$ 25,000

## ITEM #7: a: Orders for Special Town Meeting

### ORDER

**VOTED:** That it be and is hereby Ordered that a Special Town Referendum of the Town of Lyman be held on November 8<sup>th</sup>, 2022, and that an attested copy of this order be placed on file with the Town Clerk of the Town of Lyman.

---

Given under our hands this 22<sup>nd</sup> day of August 2022 at Lyman Maine

\_\_\_\_\_  
Ralph Blackington; Chair

\_\_\_\_\_  
Thomas Hatch; Vice Chair

\_\_\_\_\_  
John Tibbetts

\_\_\_\_\_  
David Alves

\_\_\_\_\_  
Jessica Picard

## **ORDER**

**VOTED:** That it be and is hereby Ordered that the Question set forth below be placed on a ballot of the Special Town Referendum of the Town of Lyman to be held on November 8<sup>th</sup>, 2022, and that an attested copy of this Order be placed on file with the Town Clerk of the Town of Lyman.

**ARTICLE 2:** Shall the municipality approve the charter revision recommended by the charter commission?

---

Given under our hands this 22<sup>nd</sup> day of August 2022 at Lyman Maine

---

Ralph Blackington; Chair

---

Thomas Hatch; Vice Chair

---

John Tibbetts

---

David Alves

---

Jessica Picard

## ORDER

**VOTED:** That it be and is hereby Ordered that the Question set forth below be placed on a ballot of the Special Town Referendum of the Town of Lyman to be held on November 8<sup>th</sup>, 2022, and that an attested copy of this Order be placed on file with the Town Clerk of the Town of Lyman.

**ARTICLE 3:** Shall an amendment to the Town of Lyman Zoning Ordinance Article 6, Section 6.3 Principal Building and Uses be enacted as follows?

~~Deleted language struck through~~

Added language underlined

### **6.3.1 Principal Building and Uses**

A. In the Residential District, one (1) principal ~~building or one principal use~~ along with ~~one (1) accessory building or use is allowed~~ per lot, with the size of lot to be determined meeting the lot size, setback and lot coverage requirements of section 6.2.

B. In the General Purpose District, ~~there shall be no more than one (1) building for each principal use, and no more than two (2) buildings for an accessory use as limited by lot coverage requirements.~~ one (1) principal building along with accessory buildings per lot meeting the lot size, setback and lot coverage requirements of section 6.2

C. The number of buildings and uses in the Commercial/Residential District ~~Will be determined by the maximum total lot coverage allowed for the site.~~ Requirements of section 6.2.

---

Given under our hands this 22<sup>nd</sup> day of August 2022 at Lyman Maine

---

Ralph Blackington; Chair

---

Thomas Hatch; Vice Chair

---

John Tibbetts

---

David Alves

---

Jessica Picard



## ORDER

**VOTED:** That it be and is hereby Ordered that the Question set forth below be placed on a ballot of the Special Town Referendum of the Town of Lyman to be held on November 8<sup>th</sup>, 2022, and that an attested copy of this Order be placed on file with the Town Clerk of the Town of Lyman.

**ARTICLE 4:** Shall an amendment to the Town of Lyman Zoning Ordinance Article 1, Section 1.8.3 Contract Zoning be enacted as follows?

~~Deleted language struck through~~

Added language underlined

### **1.8.3 Contract Zoning**

#### **B. Authorization**

Fourth sentence

Areas rezoned under this provision shall be consistent with, ~~but not limited to~~, the existing and permitted (whether permitted or with site plan approved conditional) uses within any zoning district.

#### **F. Recommendation**

Before forwarding a recommendation of a contract zoning amendment to the Board of Selectmen, the Planning Board shall make a finding on each of the four standards in this subsection. A favorable recommendation to the Board of Selectmen requires a positive finding on all four standards. If the Planning Board makes a negative finding on any of the standards, its recommendation shall be negative. The Planning Board shall base its recommendation on whether the rezoning:

- ~~1. Is for land with an unusual nature or location;~~
  1. Is consistent with the Comprehensive Plan;
  2. Is consistent with, ~~but not limited to~~, the existing uses and permitted uses within any zoning district; and
  3. That the conditions proposed are sufficient to meet the intent of this section, and
  4. Provides reasonable expectations of an overall benefit to the Town as a whole.
-

## ITEM #7: c: ZBA appointment, Town clerk letter

### Town Clerk

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**From:** Town Clerk  
**Sent:** Friday, July 8, 2022 12:38 PM  
**To:** Ralph Blackington; Thomas Hatch  
**Subject:** appointments

Good afternoon gentlemen-

I just received a committee application from Bruce Fearon who has been on the Zoning Board Of Appeals for 6 years. He would like to be reappointed. In error, his name does not appear on the list of committees that you were given. I have done an appointment for him incase you do reappoint him at your next meeting on Monday, July 18<sup>th</sup>. If you don't just toss it out.

Also, will you be appointing Fire Chief, Matt Duross, as the Health Officer now that Patti has left? I will have an appointment ready just in case you do. Toss it if you don't.

Thanks,  
Polly

**CERTIFICATE OF APPOINTMENT**  
**Lyman Town Charter Section 402 (a)i**

3 year  
term

**SELECTMEN'S OFFICE**

Municipality of Lyman

DATE: July 1, 2019

TO: **Bruce Fearon**, of, Lyman, Me., in the County of York and State of Maine: The Select Board of the Municipality of Lyman do, in accordance with the provisions of the Lyman Town Charter and the laws of the State of Maine, hereby appoint you as **Zoning Board of Appeals** within and for the Municipality of Lyman, such appointment to be effective until June 30, 2022.

Given under our hand this 1st day of July. 2019.

  
John E. Tibbetts; Chair

  
David Dulong; Vice- Chair

  
William Single

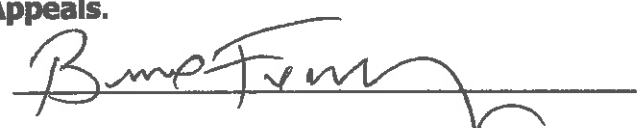
  
Thomas Guillemette

  
Ralph Blackington

**Oath**

I, **Bruce Fearon** do swear that I will support the Constitution of the United States and of this State, so long as I shall continue to be a citizen thereof, and that I will faithfully discharge to the best of my ability all duties incumbent upon me as the **Zoning Board of Appeals**.

Date: 8/29/19

  
\_\_\_\_\_

**Acknowledgement**

Then personally appeared the above-named **Bruce Fearon** who has been duly appointed by the Select Board as the **Zoning Board of Appeals**, and took the above oath to qualify her to discharge said duties according to law.

Date of Oath: 8/29/2019

Before me:

  
Municipal Clerk / Notary Public

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

## ITEM #7: f: Storage Shed Agreement

### STORAGE SPACE AGREEMENT

THIS AGREEMENT, made and entered into by CRIPPLE CREEK STORAGE hereinafter referred to as "Owner" and The Town of LYMAN of LYMAN, MAINE hereinafter referred to as "Occupant"

WITNESSETH: In consideration of the obligation of Occupant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Owner hereby rents to Occupant, and Occupant hereby rents from Owner, Storage Unit # 33 on the premises of CRIPPLE CREEK CORPORATION at 2236 Alfred Road, Lyman, Maine, and being hereinafter known as "premises, for a term of month to month, beginning the 21<sup>st</sup> day of July, 2020 Occupant shall pay as rental for the premises the sum of \$ 0 monthly. The Owner acknowledges the sum of \$ 0 as the first month's rent and the sum of \$ 0 as a security and lock deposit. This Agreement shall be month to month Agreement, but shall be automatically extended as to Occupant to cover each succeeding month unless Occupant delivers to Owner a written notice of its intention to terminate the Agreement least ten (10) days prior to the due date of the rental payment which Occupant desires to be the final date of this Agreement. In the event of the default, any unused prepaid rent and/or Security Deposit shall constitute liquidated damages. This Agreement is made and entered into upon condition and covenants as follows.

\* see last page

1. Rental Payment: Occupant shall pay rent, in advance, for each month due on the first day of each month. If rent is not received by the tenth of each month, a \$20.00 Late charge will be added. Occupant shall quietly deliver the premises on the day of the expiration of this Agreement in as good condition as the same were in when received, reasonable wear and tear thereof expected.
2. Insurance and Indemnity: Any insurance which may be carried by Owner and Occupant against any loss or damage to the building or its contents and other improvements situated on the premises shall be for the sole benefit of the party carrying such insurance and under its control. Occupant hereby waives its right of subrogation against the Owner. Owner shall not be liable to Occupant or any other person on the premises for any loss or damage to Occupant, its employees, agents or guests, to the personal property of the Occupant or such other person caused by any acts of negligence whatsoever, or due to any building on the premises or its appurtenances, being improperly constructed or being or becoming out of repair and Occupant hereby agrees to indemnify Owner and hold it harmless from any loss, expense, and claims arising out of such damage or injury; nor shall Owner be liable to Occupant for any loss or damage that may be occasioned by or through the act or omission of other Occupants of the premises or any other person whatsoever. Occupant further agrees to indemnify and hold Owner harmless from and against any damage caused by any act or omission by Occupant, its employees or agents caused by Occupant's use of the premises.
3. Default: On failure to pay the rent in advance as aforesaid or to comply with any of the foregoing obligations or in violation of any of the covenants herein, the Owner may

immediately terminate this Agreement at Owner's discretion by giving notice of termination to Occupant at the above address and Owner or Owner's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises, and to enforce any remedies available to it. Failure by Owner to enforce one or more of the remedies herein provided for in the event of default shall not be deemed or construed to constitute a waiver of such default or of any other violation or breach of any of the terms, provisions or covenants herein contained. Further, Occupant agrees to pay ALL EXPENSES Owner incurs, including ATTORNEY FEES, to collect past due rent or other charges authorized by this Agreement.

4. Use of Premises: Occupant shall use the storage unit for storage of personal property only and will not store live animals or perishable goods inside the premises. Occupant acknowledges that the unit is not to be used as a dwelling, place of business, or for any purposes other than storage of personal property. The Occupant may not store anything outside of the secure storage facility provided. Illegal activities and items are prohibited on the premises at all times. The property inside the unit is the sole responsibility of the Occupant. The Owner does not assume or imply responsibility for the Occupant's property at any time. Upon cancellation of this storage Agreement, the Occupant shall have 24 hours to remove all property from the unit being rented. Any property remaining in the unit past that time shall become the property of the Owner. The Owner shall have no liability for any damages that may incur from the items being stored on the property.
5. No Hazardous Material May Be Stored: Occupant shall not use or allow the Storage Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of owner. The term release shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, (CERCLA). The term hazardous substance means: (i) Any substance defined as a hazardous substance under CERCLA, (ii) Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and (iii) Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Pursuant to Maine law, should Owner discover any such stored property, the Owner may dispose of said property with or without notice based on the Owner's determination of whether the stored property constitute a threat to health, safety or welfare. If hazardous substance, as defined below, are stored, used, generated or disposed of on or in the Facility or if the Space becomes contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, liens, judgements, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the Agreement and arising as a result of the contamination by Occupant.

6. Condition and Alteration of Space: Occupant assumes responsibility for having examined the Space and hereby accepts it as being in good order and condition and agrees to pay owner promptly for any repairs to the Space or Facility resulting from any cause by the Occupant, Occupant's invitees, licensees and guests. All sizes are approximate and given for demonstration purposes only. Occupant shall not be entitled to any reduction in Rental Charge if the Space is smaller than is represented. The Occupant agrees not to commit waste, nor alter, nor affix signs on the Space nor attach anything to the walls, floors or ceiling without the prior approval of Owner, and will keep the Space in good condition during the term of this Agreement. Occupant shall notify Owner immediately of any damage or effect to the Space. Should Occupant damage or depreciate the Space, and Facility or make alternations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space or Facility upon termination, then all costs necessary to restore the Space and Facility to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as Additional Rental Charge and nonpayment of said costs will entitle Owner to deny Occupant access to the Space or exercise any other remedy under this Agreement.
7. Maintenance: The Occupant will keep the unit rented in clean and well-kept condition at all times during this storage Agreement. Should periodic maintenance or repairs be necessary, the Owner agrees to notify the Occupant 24 hours prior to making such repairs. This Agreement shall be subject to the jurisdiction of State of Maine and only disputes shall be resolved in the courts and according to the laws of the State of Maine.
8. Security and Liability: The Occupant understands there will be no provided security for the storage unit and all property stored will be under the sole liability of the Occupant. The Owner will not be responsible for any loss, or damages that may incur from the storage of property.
9. Limitation of Value of Personal Property: Occupant agrees not to store Personal Property in the Space with a total value in excess \$500 if the Space is 5' x 5' to 10' x 10', \$1,000 if Space size is 10' x 10' to 10' x 20', \$2,500 if Space size is 10' x 20' to 10' x 30' and \$5,000 if the Space is larger than 10' x 30' without prior w written permission of the Owner. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed the values set forth above based on size. This provision shall not constitute an admission that Occupant's Personal Property has any value whatsoever. The limit of value provided in this Agreement may, on the request of Occupant, and if accepted by Owner in writing at the time of signing this Agreement or such reasonable time hereafter, be increased on all or part of the Personal Property stored. In such event, Owner may increase the Rental Charge based on such increased valuation.
10. Damages: Occupant agrees to be held solely responsible for any damages to the rented storage unit beyond normal wear and tear, as defined by law. Should damage beyond wear and tear be

discovered, the Occupant agrees to pay for such damages prior to retrieving their property from the storage unit.

11. Amendment: This storage Agreement may not be amended, redacted, or otherwise altered except through written amendment signed by both parties.
12. Severability: Any article of this storage Agreement deemed unenforceable, illegal, or unfair by a court of law shall be replaced by an acceptable article accomplishing the same basic goal of protecting both parties and their rights as they relate to this storage Agreement. If any terms or conditions in this storage Agreement are found to be unenforceable all remaining terms and conditions will remain in full effect.

THE OWNER SHALL HAVE A LIEN ON ALL OF PERSONAL PROPERTY STORED WITHIN THE PREMISES OR SPACE FOR RENT FOR BACK RENT OR LABOR OR OTHER CHARGES, AND EXPENSES REASONABLY INCURRED IN THE SALE OF THE OCCUPANT'S PERSONAL PROPERTY. THE OCCUPANT'S PERSONAL PROPERTY STORED IN THE PREMISES OR SPACE MAY BE SOLD BY OWNER IN ANY MANNER IT CHOOSES TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

13. COMPLIANCE WITH THE LAW: Occupant shall not store in the premises any items which shall be in violation of any order or requirement or Law or act or law which creates a nuisance in or upon or connected with said premises because of Occupant's use during said term.
14. Owner's Lien: In addition to the statutory Owner's lien, but not in lieu thereof, Owner shall have at all times a valid, contractual lien for all rentals or other sums of money becoming due hereunder from Occupant upon all items situated in the premises. Upon default by Occupant, Owner may enter upon the premises and take possession of any items situated in the premises without liability for trespass or conversion and sell the same without notice at public or private sale, at which Owner or its assigners may be a purchaser.
15. Notices: Notice shall be in writing and shall be deemed to be delivered whether actually received or not on the part of the United States mail, postage fee paid, addressed to the parties hereto at the respective addresses below their names as set forth in this Agreement.
16. Cancellation by Owner: Owner may cancel this Agreement any month by giving Occupant notice of such cancellation at least ten (10) days before the due date of the rental payment of each month. Provided that Occupant is not in default, the Owner shall refund any prepaid and unapplied rental payment to Occupant.
17. Locked Space: Abandonment: Occupant is required to keep the Space locked using a lock that is, in Occupant's sole discretion, suitable for the function of self-service storage. Owner does not maintain a key to the lock. Occupant shall use one lock per door, and Occupant shall not use any additional hasp or sliding device for an additional lock. Said additional device or hasp is reserved for Owner's use only. A Lock Cut Free shall apply to remove any additional lock

on Space. If Owner finds an occupied Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, or if a lock is removed for any other reason described in this Agreement, Owner may, but is not required to, lock the Space with Owners lock. If Owner chooses to re-secure the Space, and Occupant does not replace the lock, then after 5 days, Owner shall put a new lock on the Space and charge Occupant's account. The keys will be mailed to Occupant's last known address. Further, if the Space is unlocked and empty or unlocked and containing personal property or a Space for which the possession of and all rights to any personal property within has been surrendered to the Owner by the Occupant, the Owner may consider the Space abandoned and dispose or sell off any or all Personal Property in the Space.

18. **OCCUPANT'S RISK OF LOSS: OWNER IS NOT A WAREHOUSEMAN IN THE BUSINESS OF STORING GOODS FOR HIRE. OWNER SHALL HAVE NO OBLIGATION TO EXERCISE ANY CARE, CUSTODY OR CONTROL OVER OCCUPANT'S PERSONAL PROPERTY. OWNER ASSUMES NO RESPONSIBILITY FOR ANY LOSS, DAMAGE OR CASUALTY HOWEVER CAUSED TO SUCH PERSONAL PROPERTY. OCCUPANT AGREES THAT OWNER, HIS/HER AGENTS, EMPLOYEES, AND ASSIGNS SHALL NOT BE LIABLE TO OCCUPANT, HIS/HER AGENTS, GUESTS, LICENSEES, OR INVITEES FOR ANY LOSS OR DAMAGE, INJURY OR DEATH CAUSED TO THEM OR TO THEIR PROPERTY AS THE RESULT OF THE USE AND OCCUPANCY OF THE SPACE OR STORAGE FACILITIES, IT IS FURTHER AGREED THAT ANY STORED PROPERTY IS PLACED IN THIS SPACE AT OCCUPANT'S SOLE RISK. THE OWNER, OWNER'S AGENTS, EMPLOYEES, AND ASSIGNS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO SAID PROPERTY FROM ANY CAUSE WHATSOEVER, INCLUDING THE ACTIVE OR PASSIVE ACTS, OMISSIONS, OR NEGLIGENCE OF OWNER OR OWNER'S AGENTS, EMPLOYEES OR ASSIGNS. OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT WARRANT OR REPRESENT THAT STORED PROPERTY WILL BE SAFELY KEPT, NOR THAT IT WILL BE SECURE AGAINST HAZARDS. OCCUPANT RELEASES OWNER, ITS EMPLOYEE, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY FOR PERSONAL PROPERTY DAMAGE OR LOSS OF PERSONAL PROPERTY; FOR DAMAGE OR LOSS FROM, AS EXAMPLES, FIRE, WATER, THE ELEMENTS, MOLD OR MILDEW, ACTS OF GOD, THEFT, BURGLARY, VANDALISM, MALICIOUS MIS CHIEF, MYSTERIOUS DISAPPEARANCE, AND RODENT OR VERMIN DAMAGE; OR THE ACTS OR FAILURE TO ACT OR NEGLIGENCE OF OWNER, ITS EMPLOYEES, OR AGENTS. IT IS AGREED BY OCCUPANT THAT THIS RELEASE OF OWNER'S LIABILITY**



by them. Keep a copy of this Agreement to protect Occupant's legal rights. Occupant hereby acknowledges by signing this Agreement that Occupant has read, understood and agrees to be bound to all terms and conditions expressed in this Agreement.

IN WITNESS WHEREOF, the parties here to have executed this Agreement. This the 21st day of July, ~~2021~~ 2022.

**Mail Payments To:**

**CRIPPLE CREEK CORPORATION**  
1 Little River Road  
Biddeford, ME 04005

## It's Agent

Contractant (sign) by its authorized agent

**Address**

**Phone Number:**

\* The Owner and the Occupant agree that the Occupant can use unit number 33 at the Owners facility at 2236 Afr. Road in Lyman, Maine for free for a period of six months from the date of this contract (July 21, 2022). If the Occupant occupies or uses unit number 33 after the six months have elapsed the Occupant agrees to pay the Owner \$125 per month for every month thereafter that the Occupant occupies or uses unit number 33.

Cripple Creek Corporation by  
Charles E. H. for the Owner  
its authorized agent

Town of Lyons by  
for the Occupant  
its authorized agent



## ITEM #7: g: Application for Catered Function

Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement  
8 State House Station Augusta, ME 04333-0008 (Regular Mail)  
10 Water Street Hallowell, ME 04347 (Overnight Mail)  
Telephone: (207) 624-7220 Fax: (207) 287-3434  
Email: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

### Qualified Catering Organization Application for Catered Function

(Note: This application is for Qualified Caterers ONLY. If you are a Class A Restaurant, Restaurant/Lounge, Lounge, Hotel, Club, or Bed & Breakfast please complete form number 5.5 or 5.6.)

The law requires the application to be submitted at least 24 Hours prior to the function, however a longer notice is appreciated to allow additional time for processing.

License No.: 7472 DBA Name: Above + Beyond Catering  
Mailing Address: PO Box 186  
Town/City: Alfred State: ME Zip Code: 04002  
Telephone: 459-4351 Fax: —  
Email Address: gina.sawtelle@yahoo.com

#### Event Details

Title and Purpose of Event: Wedding  
Location of Event: Stickney Lodge  
Physical Address of Event: 600 Crosswains Mills Rd  
Town/City: Lyman State: ME Zip Code: 04002  
Check One: ☒ Indoor Event ☐ Outside Event (If outside, a diagram must be included)  
Describe specific indoor and/or outdoor area to be licensed: Limited bar -  
beer, wine + specialty drink.

Date of Event: 10/15/22 Time From: 230 To: 730  
Name of Person or Entity contracting your services: Rhonda Hogan  
Number of Persons Attending: 80 +/-  
Address: 632 South St Town/City: Biddeford  
State: ME Zip Code: 04005 Telephone Number: 590-5971

Will Dancing be offered during the event? YES ☒ NO ☐

Does the venue have a dance license? YES ☐ NO ☐ (If yes, please provide a copy of the license)

Unknown

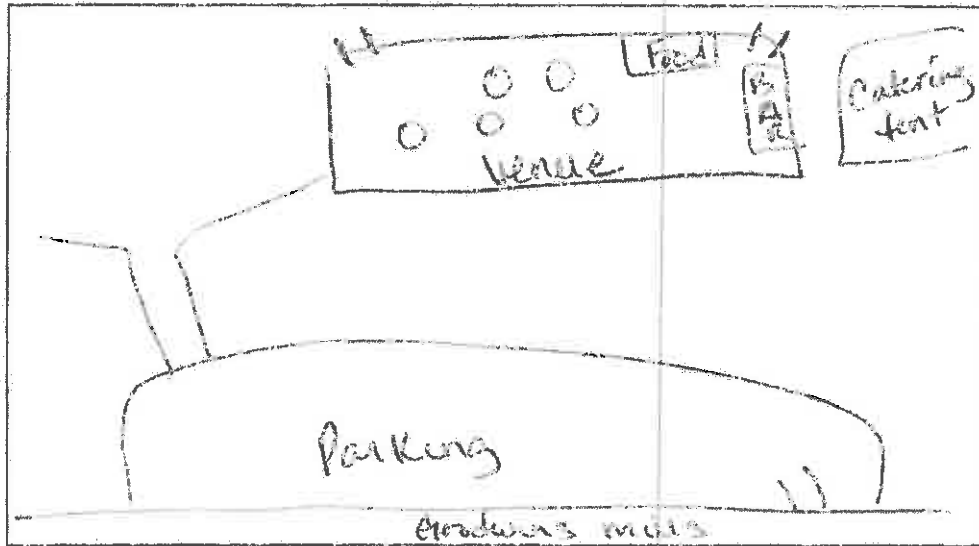
Gina Sawtelle  
Signature of Licensee or Corporate Officer

8/5/22  
Date

Gina Sawtelle  
Print Name of Licensee or Corporate Officer

### DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram that you are requesting approval.



#### **Outdoor Catering Restrictions:**

1. There must be a stanchion or fence completely enclosing the area.
2. Signs must be posted stating "No alcohol beyond this point".
3. There must be sufficient employees at the event to control and monitor the area.

### For Municipal Approval Only

#### **TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

**NOTE: PLEASE PROVIDE ALL OF THE REQUESTED INFORMATION BELOW**

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
City/Town County

On: \_\_\_\_\_  
Date

The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the  
☒ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: \_\_\_\_\_, Maine

Signature of Officials	Printed Name and Title

#### **FOR USE ONLY BY DIVISION OF LIQUOR LICENSING & ENFORCEMENT RESTRICTIONS:**

[ ] APPROVED  
[ ] NOT APPROVED

DATED: \_\_\_\_\_  
ISSUED BY: \_\_\_\_\_

## ITEM #7: i: Capital Improvements Bunganut Field

### Selectmen Board Clerk

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**From:** Treasurer  
**Sent:** Friday, August 5, 2022 7:49 AM  
**To:** Selectmen Board Clerk  
**Cc:** Ralph Blackington  
**Subject:** FW:  
**Attachments:** Capital Improvement.pdf; Title 30-A, §5802\_ Trustees.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Lindsay,

Please check with Rusty but it looks like the Board will need to take a vote at their next meeting to put in a well at the Bunganut Field out of Capital Improvement. Because of issues in the past with residents saying they can't spend these funds I have provided the establishment of the fund in 1969 (Article 23) and the M.R.S.A. that names the Select Board as the governing body. My research into the Capital Improvement Fund, while not completed, has not yielded any indication that another body is the governing body so we refer to the Statue. They should probably have copies of these on hand at the meeting. If you have any questions please let me know.

***Jeanette Lemay – Treasurer***

Town of Lyman  
11 So. Waterboro Rd.  
Lyman, ME 04002  
(207) 247-0646

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**From:** Treasurer  
**Sent:** Friday, August 5, 2022 7:35 AM  
**To:** Ralph Blackington <RalphB@lyman-me.gov>  
**Subject:** RE:

Capital Improvement doesn't have to be Town Hall. Town Hall has it's own account. I would say that yes you can do this as everything I have researched doesn't specify that it has to go to vote and the Board are the trustees by Statue. Just have a vote at your next meeting. If you have any other questions please let me know. Have an awesome day! Try to stay cool.

***Jeanette Lemay – Treasurer***

Town of Lyman  
11 So. Waterboro Rd.  
Lyman, ME 04002  
(207) 247-0646

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**From:** Ralph Blackington <RalphB@lyman-me.gov>  
**Sent:** Thursday, August 4, 2022 5:04 PM  
**To:** Treasurer <treasurer@lyman-me.gov>  
**Subject:**

The pond at Bunganut Field has gone dry so the irrigation no longer works I'm wondering if a well can be pulled out of capital improvements even though it's not town hall

Thoughts or ideas

Ralph Blackington  
Town of Lyman - Board of Selectmen  
[www.lyman-me.gov](http://www.lyman-me.gov)  
[ralphb@lyman-me.gov](mailto:ralphb@lyman-me.gov)  
207-247-0642

Capital Improvement

TOWN OF LYMAN

5

## WARRANT

March 8, 1969

To Inez M. Elliott, a Constable in the Town of Lyman,  
County of York and the State of Maine:

### GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Lyman, County of York, qualified to vote in town affairs, to meet at the Town Hall, in said town, on Saturday, March 8th, A.D. 1969 at 9:30 o'clock in the forenoon, then and there to act on the following articles to wit:

The polls will be opened at 10:00 o'clock A.M. and close at 2:00 P.M. The business meeting to open at 2:15 P.M.

Article 1. To choose a moderator to preside at said meeting.

Article 2. To choose a clerk, treasurer, a collector of taxes, a constable, a road commissioner for a term of one year; one selectman, assessor and overseer of the poor and one Director of S.A.D. #57 for a term of three years.

Article 3. To see what sum, if any, the town will vote to raise and appropriate for State Aid Construction (in addition to the amount regularly raised for the care of ways, highways and bridges) under the provisions of Section 44, 49 and 50, Chapter 23 Revised Statutes of 1954, as amended.

(\$666.00 from taxes)

appropriate a sum of money for the Health Council's swimming program to be paid by July 1, 1969.

(\$125.00 from taxes)

Article 19. To see if the town will vote to authorize its selectmen, in behalf of the town, to sell and dispose of any real estate acquired by the town for non-payment of taxes thereon, or by deed, on such terms as they deem advisable and after having been advertised for bid, and to execute and deliver quit-claim deeds for such property.

Article 20. To see if the town will vote to take a sum of money from the accumulated surplus for the Civil Defense and Public Safety Program.

(\$50.00)

Article 21. To see if the town will vote a date for taxes to become due and payable and to fix a rate of interest to be charged on taxes unpaid after this date.

Article 22. To see if the town will vote to raise and appropriate the sum of fifty dollars (\$50.00) to be paid to the State of Maine Publicity Bureau to be expended and used for advertising the natural resources, advantages and attractions of the State of Maine in accordance with the provisions of Chapter 91, Section 108 of the Revised Statutes of 1954.

Article 23. To see if the town will vote to raise and appropriate the sum of \$500.00 for a Capital Improvement Fund and transfer the Assembly Hall Fund to this account.

Article 24. To see if the town will vote to raise and appropriate a sum of money for police services at Kennebunk Pond.

(\$200.00 from taxes)

Article 25. To see if the town will vote to authorize the selectmen to appropriate a sum of money in anticipation of the payment of the bonds of the town in the current year of the town.

Article 26. To see if the town will vote to appropriate a sum of money for the town to make loans in anticipation of the current year of the town.

Article 27. To see if the town will vote to appropriate a sum of money for the town to make loans on town roads.

Article 28. To see if the town will vote to appropriate a sum of \$110.00 for the town to make loans to the County Treasurer for economic improvement in the town.

Article 29. To see if the town will vote to appropriate a sum of money for the town to make work recommendations for the town's forestier.

Article 30. To see if the town will vote to appropriate the sum of money for the town to make property damage to the town's truck.

Article 31. To see if the town will vote to appropriate a sum of money for the town to make that any person.

**Title 30-A: MUNICIPALITIES AND COUNTIES****Part 2: MUNICIPALITIES****Subpart 9: FISCAL MATTERS****Chapter 223: MUNICIPAL FINANCES****Subchapter 7: RESERVE FUND****§5802. Trustees**

**The municipal officers are trustees of the municipal reserve fund.** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Fund deposited or invested.** They shall deposit or invest the fund according to subchapter III-A.

**A** Any interest earned or capital gains realized shall accrue to and become part of the fund. Unless otherwise ordered by the municipal legislative body, interest and capital gains shall be prorated among the various accounts. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. Purpose of expenditure.** An expenditure from any account of the fund may be made only for the specific purpose for which the account was established.

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**3. Transfer of balance.** The balance of any account of a reserve fund may be transferred to another reserve account or to surplus when the purpose for which it was established has been accomplished or abandoned.

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**4. Use of fund for purpose not provided for.** Notwithstanding Title 17-A, section 4-A ([./17-A/title17-Asec4-A.html](#)), any municipal official who uses the assets of any account of the reserve fund in any manner or for any purpose other than that provided by the municipality is guilty of a Class C crime and shall be punished by a fine of not more than \$2,000 or by imprisonment for not more than 2 years.

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**SECTION HISTORY**

PL 1987, c. 737, §2, C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§8, 10 (AMD).



## ITEM #7: j: Zoom Package

Limited-time offer: The time limit on your 1:1 Free Meetings recently changed to 40-minutes. Upgrade before August 31st and save 40% off your first year of Pro Annual + 1 Year of Unlimited Whiteboard. Terms Apply.  
cartid=lbivkNWxpZ&couponcode=F2APROTIME40&utm\_source=retention&utm\_medium=webbanner&utm\_campaign=1to1freemium&zcid=7415)

Get offer (<https://zoom.us/buy?>

### Plans & Pricing

Personal

Business

View plans for: ☒ Products ☐ Industry

☒ Billed Annually  
SAVE 17%

☐ Billed Monthly

Zoom One  
Meetings, Chat, Phone & More

Zoom Phone

Zoom Events & Webinars

Zoom Rooms

Zoom Contact Center NEW

US Dollars \$ ▾

Call from United States

United States ▾

☒ Annually  
SAVE 17% ☐ Monthly

Zoom One  
Meetings, Chat, Phone & More

Zoom One ▾

#### BASIC

### Free

[Sign Up \(/signup\)](#)

- ☒ Meetings  
Up to 100 Attendees  
40 minute limit
- ☒ Whiteboard NEW  
3 whiteboards
- ☒ Messaging  
Group chat & file sharing

↓ See detail

#### PRO

\$29 SAVINGS

\$149.<sup>90</sup> /year/user

[Buy Now \(/buy?plan=pro&period=annual&from=pro&usageType=business\)](#)

- ☒ Meetings  
Up to 100 Attendees
- ☒ Whiteboard NEW  
3 whiteboards
- ☒ Messaging  
Group chat & file sharing
- ☒ Cloud Storage  
5 GB of storage

↓ See detail

#### BUSINESS

\$399 SAVINGS

\$199.<sup>90</sup> /year/user

[Buy Now \(/buy?plan=biz&period=annual&from=biz&usageType=business\)](#)

- ☒ Meetings  
Up to 300 Attendees
- ☒ Whiteboard NEW  
Unlimited whiteboards
- ☒ Messaging  
Group chat & file sharing
- ☒ Cloud Storage  
5 GB of storage

↓ See detail

#### BEST VALUE

#### BUSINESS PLUS

\$250.<sup>00</sup> /year/user

[Buy Now \(/buy?plan=zonebundle&from=zonebundle\\_zonebizpzu&period=annual&addon\\_period=annual&usageType=business\)](#)

- ☒ Meetings  
Up to 300 Attendees
- ☒ Phone  
Unlimited Calling  
(Business use only)
- ☒ Messaging  
Group chat & file sharing
- ☒ Cloud Storage  
10 GB of storage

↓ See detail

## ENTERPRISE

## Contact Sales

Contact Sales  
(<https://explore.zoom.us/contactsales>)

- ✓ **Meetings**  
Up to 1000 Attendees
- ✓ **Phone**  
Full-featured PBX  
(Business use only)
- ✓ **Messaging**  
Group chat & file sharing
- ✓ **Zoom Rooms**
- ↓ See detail

Ready for more?

Explore add-ons



## Full Plan Comparison +

## Optional Add-on Plans

\*You must have at least one Licensed user to purchase these Add-on plans.

### Zoom Whiteboard

\$24.90 per year

- ✓ Unlimited concurrently editable boards

[Buy Now \(/buy?plan=whiteboard&addon\\_period=annual&usageType=business\) or \[View Details \\(/products/online-whiteboard\\)\]\(#\)](#)

### Large Meetings

Starting at \$600 per year

- ✓ Increase participants capacity for your meetings plan
- ✓ Include up to 500 or 1,000 interactive participants in a meeting
- ✓ Monthly and annual billing options available

### Cloud Storage

Starting at \$120 per year

- ✓ Store, stream and download your video recordings from the Zoom Cloud
- ✓ MP4 or M4A file formats available
- ✓ Storage options include up to 5TB/month

[Buy Now \(/buy?plan=cmr30&addon\\_period=annual&usageType=business\)](#)

### Audio Conferencing

Starting at \$1,200 per year

- ✓ All paid plans come with local toll numbers, but Audio Plan allows you to add Call Out, global Toll-free and local dial-in for premium countries

↓ More features

[Buy Now \(/buy?plan=pro&period=annual&from=tollfree&addon\\_period=annual&usageType=business\)](#)

### Premier Support

- ✓ Minimize downtime and get support issues resolved quickly with priority response
- ✓ Connect directly with support engineers to diagnose problems via phone, chat, or email

↓ More features [https://zoom.us/join?plan=pbx&period=annual&from=pbx\\_ZVM%2CZPA&addon\\_period=annual&usageType=business](https://zoom.us/join?plan=pbx&period=annual&from=pbx_ZVM%2CZPA&addon_period=annual&usageType=business)

Learn More (<https://explore.zoom.us/support-plans>)

### Zoom Phone Power Pack

\$300 per year per user

- ✓ Call Queue Real-time Analytics and Historical Reports
- ✓ Desktop Power User Experience

### Conference Room Connector

#### Connector

Starting at \$499 per year

- ✓ Connect your H.323/SIP systems with desktop, tablet, mobile devices, Zoom Rooms and other H.323/SIP endpoints

↓ More features

Learn More (<https://explore.zoom.us/roomconnector>)

### Zoom IQ for Sales

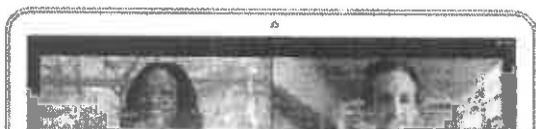
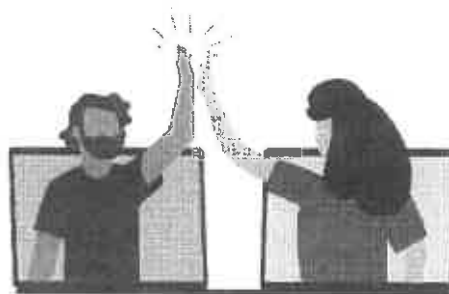
- ✓ Conversation intelligence solution for call and opportunity insights
- ✓ Add-on for Zoom Meetings and Zoom Phone

Learn More (<https://explore.zoom.us/en/conversational-intelligence>)

**Give Your Friends 30% Off,  
Get a \$20 Amazon.com Gift Card (Earn up to \$500)**

Refer a friend and you both get rewarded!

[Get Started](#)



I never get asked about how to use Zoom - people just get accounts and I never hear from them again, all I see is the usage on the dashboard go up continuously.

GREG MARTIN, DIRECTOR OF NASDAQ



See More Stories  
(<https://explore.zoom.us/customer/all>)

## Frequently Asked Questions

What is a Licensed user and what is a Participant?



How many participants can join the meeting?



How many people can use one meeting license?



What is the difference between the Basic and Pro plans?



What is the difference between Zoom Rooms and a Meeting?



What is the difference between an Audio Plan and Zoom Phone?



What payment methods do you accept?



Can I pay quarterly or for more than a year up-front?



Do you charge sales or consumption taxes?



How does the subscription service work? Can I cancel my subscription?



Where can I find a Zoom W-9 for my business?



Where can I find Zoom's Terms of Service?



How does Zoom keep the product secure?



Board needs to vote to elect  
which Board member.

## ITEM #7: k: Staff Review Committee, Town Clerk request to elect a board member

### 8.3.11. Staff Review Committee:

- A. The Staff Review Committee shall include the Code Enforcement Officer, Road Commissioner, Assessor, a Fire Department Officer and one member of the Board of Selectmen who shall chair the meetings.
- B. The Staff Review Committee shall have the authority to grant Site Plan Review approvals on the following applications.
  - 1. A change of use from one permitted use to another permitted use without any increase in gross floor area or building size, as long as the parking requirements do not increase by more than eight (8) spaces.
  - 2. An expansion of an existing use by not more than one thousand (1000) sq. ft. of gross floor area and / or land area in any five (5) year period. (Area of required increased parking shall not be included in the area calculation).
  - 3. A new use and / or a change from a use which did not require a site plan review, to a use which would require a site plan review that will occupy a gross floor area or land area of two thousand five hundred (2500) sq. feet or less (excluding parking areas) in any five (5) year period.
- C. The Staff Review Committee shall approve or approve with conditions an application for site plan review for the uses listed in sections 8.9.1 & -1 to 4, if the applicant demonstrates that the proposed use will meet the standards of sections 8.4.B, 8.4.C, and 8.5 and 8.6. The Staff Review Committee may require an applicant to submit any other information that it determines is necessary to demonstrate compliance with Town regulations.
- D. Meetings will be held as needed on the second and fourth weeks of each month. Meetings shall take place during normal business hours of the Town Hall. Dates and times will be set by the committee.
- E. Six complete copies of the application and site plan shall be submitted to the Code Enforcement Office at least fourteen (14) days prior to the date the Committee meets. The application shall be accompanied by the fee.
- F. Fees: Fees shall be set by order of the Board of Selectmen.

### 8.3.12. Appeals:

- A. Any person aggrieved by a final decision of the Staff Review Committee on a Site Plan application may appeal that decision to the Planning Board within thirty (30) days of the Staff Review Committee's decision.
- B. The Planning Board may review the records developed before the Staff Review Committee, but shall also have the authority to accept new evidence that may be relevant to the application. The Planning Board shall conduct a de novo hearing on the application and shall make its own

## ITEM #7: I: FOAA request, updated form

### TOWN OF LYMAN

11 South Waterboro Rd Lyman, ME 04002

Tel: (207)-499-7562 Fax: (207)-499-7563

#### Request for information

\*All requests for information should be in writing, either on this form or other suitable, legible written format.

To view Freedom of Access Law, go to: [www.maine.gov/foaa](http://www.maine.gov/foaa)

All requests should be sent to the attention of FOAA Officer.

Date: \_\_\_\_\_

Request made by: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Town/City/State \_\_\_\_\_

Please detail the public record you are seeking:

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How can the Town office contact you with our response?

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Signature: \_\_\_\_\_

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Received by (name of employee): \_\_\_\_\_ Time: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date of Reply: \_\_\_\_\_

Items Given:

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Signature of recipient receiving information: \_\_\_\_\_ Date: \_\_\_\_\_

Costs of photocopying: \$0.10 per page

Research Fees: The first 2 hours are free / \$25.00 per additional hour(s)

We will notify you in writing if the cost exceeds \$30.00. Fees in excess of \$100.00 will require payment in advanced

Payment received: \_\_\_\_\_

\*We request you put your request in writing for clarification purposes only. It is not required by law to do so, nor are you required to give your name and address. You may have a copy of this request at no cost.