

Town of Lyman
Select Board Regular Meeting Agenda
Monday January 17th, 2023 – Lyman Town Hall

Welcome to the January 17th, 2023, Regular Meeting of The Lyman Board of Selectmen.
This meeting is a public proceeding and is being recorded

PLEDGE OF ALLEGIANCE

ITEM #1 **SPECIAL OFFERS/ PRESENTATIONS**

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

- a. Public Input – *Public in attendance will have up to 5 minutes to address the Board*
 - o Michelle Felicitti – Inquiry on Lyman Emblem and Bunganut Parks & Recs
- b. Mail • MMA • SMPDC
- c. Complaints

ITEM #3 **MINUTES**

Review/ approve meeting minutes 1/3/2023

ITEM #4 **SIGN WARRANTS**

- a. Payroll Warrant #31 in the amount of **\$22,848.26**
- b. Accounts Payable Warrant #32 (FY2023) in the amount of **\$89,097.00**

ITEM #5 **UNFINISHED BUSINESS**

- a. Health Officer. Tabled from last meeting.

ITEM #6 **DEPARTMENT AND COMMITTEE REPORTS**

- a. Road Commissioner –
- b. Fire Chief – Request for funds, see email.
- c. Kennebunk Pond Beach Committee – Dave Alves Liaison Report/update
- d. Treasurer – Expense Summary Report 1-12-23
- e. CEO – Policy Update recommendation. See email.
- f. Tax Clerk – December Report
- g. Other -

ITEM #7 **NEW BUSINESS**

- a. Discuss scheduling Budget Workshops
- b. ARPA Memorandum
- c. Mail Subscription request, see email
- d. Approval for committee access to building
- e. Review Mowing Contract with KCB
- f. Review Plowing contract with Dayton Snow Fighters
- g. Annual Town Report – Dedicating to group/individual
- h. Newsletter discussion
- i. RSU #57 Board member opening, discuss appointing a new member
- j. Review/Approve PO's for Cemetery Tre removal services. PO# 1610, 1611, 1614, & 1607

OTHER

EXECUTIVE SESSION

1.M.R.S.A §405 (A) Personnel Matters

ADJOURN

ITEM#2 (a.) Michell Feliccitti Inquiry

From: [Michelle Feliccitti](#)
To: [Selectmen Board Clerk](#)
Subject: Re: next meeting
Date: Wednesday, January 11, 2023 6:32:28 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

For the emblem, having maybe a contest for local seniors in the arts program to design an emblem for the town.

For Bunganut, talking about the YMCA, the money that it spends and brings in, the disjointedness of playgrounds in town and possibility of a future community center at Bunganut if that's the chosen location of a playground...consolidating things to one area so to speak. The difficulty at present getting to the playground for elderly with their grandchildren at Bunganut...maybe a switchback would be easier?

On Wed, Jan 11, 2023 at 2:29 PM Selectmen Board Clerk <selectboard@lyman-me.gov> wrote:

Hi Michelle,

I'll check with the chair. In the meantime, do you have any information you want to provide regarding the topics below? Or even just a brief summary. That way I can put it in their agenda packets they can review before the meeting.


Thanks,


Lindsay Gagne

Select Board Clerk

FOAA officer

11 So. Waterboro Rd Lyman, ME 04002

 207-247-0642

 207-499-7562

 selectboard@lyman-me.gov

 lyman-me.gov

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return e-mail. Thank you for your cooperation.

From: Michelle Felicitti <mfelicitti@gmail.com>
Sent: Wednesday, January 11, 2023 12:59 PM
To: Selectmen Board Clerk <selectboard@lyman-me.gov>
Subject: next meeting

Could I get on the agenda to talk about a Town emblem/crest and also for Bunganut/Parks and Rec?

TY!

--

Michelle Felicitti, RPR

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Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: Key Municipal Officials

FROM: Catherine M. Conlow, MMA Executive Director

DATE: January 6, 2023

RE: 2023 MMA Municipal Member Dues and Service Program

On behalf of the MMA Executive Committee and staff, I thank you for your support and participation in the Maine Municipal Association. As memorialized in our mission, MMA is your organization, and staff are committed to providing quality programs that support excellence in municipal government service. In 2022, MMA upheld its commitment to local government leaders by providing services running the gamut from advocacy to risk management.

Enclosed is the membership dues notice for 2023. Most municipalities can expect to see an increase in their dues based on three primary budget items driving 2023 expenditures: (1) increases in salaries necessary to recruit and retain staff; (2) member demands for automation and technical support for cyber security; and (3) the implementation of the Berry Dunn Gap Analysis recommendations.

- 1. Staff Recruitment & Retention.** Like many municipalities, MMA experienced salary pressures in 2022. Several vacancies due to resignations and retirements demonstrated that MMA salaries could not compete with similar positions in the private sector. Specialized positions in health insurance, property and casualty, and finance proved difficult to fill given the competition for labor and our wage structure. With support from the Executive Committee, an across-the-board cost-of-living adjustment was made for all employees in 2022 – in addition to the merit pool – to help us maintain competitiveness within the marketplace.
- 2. Automation & Technical Support.** Our IT Department adopted policies and procedures to keep MMA and its members safe from threats of cyber security, and our Health Trust Services and Risk Management Services staff offered the programs necessary to protect the well-being of the municipal workforce. Additionally, MMA committed itself to improving the member experience via electronic access to our publications and on-line claims forms. The workshops offered throughout 2022 provided a mix of in-person events held all over the state that when paired with the use of Zoom webinars improved member access to vital training programs. To date, members have around-the-clock access to the nearly 70 training sessions found in the Association's video training library. In the spring of 2023, MMA will launch its new website that will include enhancements enabling members to readily find needed information and publications, as well as to engage MMA services more efficiently by using on-line claims filing and payment systems.

- 3. Berry Dunn Gap Analysis Recommendations.** Finally, as we emerged from the pandemic, our members made it known that the workforce recruitment, retention, and training challenges facing private sector employers had significantly impacted municipalities of all populations across the state. It became even more clear that the solutions of yesterday were no longer sufficient to meet the modern-day realities.

With guidance from the Executive Committee, the Association initiated implementation of the 2021 Berry Dunn Curriculum Inventory & Gap Analysis report, which began with the hiring of MMA's Director of Educational Services and the formation of an MMA Education and Training Advisory Council. In 2023 the council, represented by municipal officials, education and training partners, and other stakeholders, will create a structure to ensure MMA is responsive to its members and able to leverage subject matter expertise across the state to address pressing education and training needs.

While this is a significant step; it is one of many to come. Over the course of the new year, municipal leaders can expect MMA to continue to enhance and expand its training and educational programs and continue to support local workforce recruitment and retention efforts.

For planning and budgetary purposes, we encourage you to share the attached 2023 dues notice with the appropriate elected and appointed municipal officials. Your community will receive an official request for payment in late January.

We appreciate your continued support and participation in the Maine Municipal Association.

If you have any questions or would like to offer suggestions on other ways in which the Association might serve its members, please contact me at (800) 452-8786 or by e-mail at cconlow@memun.org.

Thank you and best wishes for the New Year.

Enclosures: MMA Membership Dues Notice
MMA Year in Review
Important Dates to Remember
Who To Contact at MMA



Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

January 6, 2023

NOTICE 2023 Membership Dues

MUNICIPALITY: Town of LYMAN

MMA Membership Dues for Calendar Year 2023 are:

\$6,294.00

The amount above represents your municipality's annual dues for membership in the Maine Municipal Association.

Please note that the actual Membership Dues Invoice will be mailed directly to your municipality's billing office in late January.

If you have any questions, please do not hesitate to contact Cathy Conlow, Executive Director 1-800-452-8786 or by e-mail at cconlow@memun.org or Theresa Chavarie, Manager of the Executive Office & Member Relations at tchavarie@memun.org.

***** Thank you for supporting your Association *****

ITEM #2: (b.) Mail



Serving the Municipalities of Southern Maine for Over 50 years

December 19, 2022

Town of Lyman
Attn: Ralph Blackington
11 South Waterboro Road
Lyman, ME 04002

Dear Rusty;

With 2023 upon us, I am pleased to report that it was a fulfilling year as we have collectively emerged from the pandemic. It's been wonderful to reconnect in person with many of you and yet still enjoy the benefits of Zoom meetings for efficiency.

As you know, SMPDC is a non-partisan nonprofit (Council of Governments) founded in 1964 to provide technical expertise and lead regional planning and economic development for land use, smart growth, resource management, affordable housing, environmental sustainability, and transportation planning. In short, we cultivate and strengthen thriving, sustainable communities and local governments for our 39 member towns in York County and southern Oxford and Cumberland Counties.

Our nonprofit continues to provide affordable, valuable services to you such as planning assistance, cooperative purchasing, access to federal and state grant programs, and collaboration on issues of regional concern. Our technical assistance covers land use, transit and economic development - from providing traffic counts, road service management, grant writing services, to demographic and Census information. Most of our towns benefit from our cooperative purchasing program which offers savings on road salt, paving, and other town purchasing. Last year, your community saved \$22,017.00 from purchasing through SMPDC.

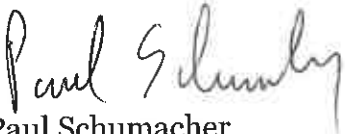
Regional planning has never been more important to meet your needs and those of our region. Because we're seeing increased demands from towns for assistance, our programs and services continue to grow as well. We've just brought on board a new Director of Strategic Initiatives to spearhead a recently funded regional broadband program and to provide assistance with the affordable housing crisis Maine is experiencing. It's this responsiveness to your needs that sets SMPDC apart, something that will continue to grow as we build on our regional and cooperative approach to all we do.

As a result of our growth to meet your needs, we are requesting a modest increase in dues of 3%. Please keep in mind that our dues are below the rates for other regional planning agencies across the state and are based on a method that accounts for both valuation and population of your community. These annual membership dues are for the upcoming fiscal year beginning July 2023. **Your dues amount for 2023-2024 will be \$1,871.00.** We are grateful for your continued support.

We have included a page entitled ***Benefits to All Communities*** that details the services provided by Southern Maine Planning and Development Commission.

As always, please feel free to reach out with any questions or concerns. I can be reached at pschumacher@smpdc.org or call our office at (207) 751-7065.

Best regards,

A handwritten signature in dark ink, appearing to read "Paul Schumacher". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Schumacher".

Paul Schumacher

Executive Director

SMPDC Member Services and Benefits

- A cooperative purchasing program for the region. SMPDC towns saved approximately \$510,511 through participation in the Copy Paper and Road Salt bids last year.
- Providing the needed match requirements for state, federal Economic Development Administration (EDA) and DOT programs. In effect, for every dollar of dues we can leverage an additional two dollars.
- Providing free workshops, newsletters, technical memorandum, census updates, legislative updates and other educational resources to all communities, as well as immediate technical assistance on municipal land use, transportation and economic development issues. We also have the ability to provide traffic counts upon request.
- Community Development Block Grant, EDA and other grant writing services to your community.
- Providing 2 million dollars in low cost loans to area businesses. Provided \$300,000 to low and moderate income business owners.
- Reduced hourly billing rate for any requested additional or larger community specific projects.
- The ability to work on county wide initiatives that may not be funded, developing regional climate change initiatives, new county transportation options, and developing regional grant proposals.
- Operating a Revolving Loan Fund Program which has provided over 6 million dollars in environmental clean-up activities ultimately resulting in new housing, business development and stronger downtowns.
- Quarterly newsletter including updates on ongoing projects, funding opportunities and regional news relevant to towns and cities.

As a member municipality, our staff is also available *for contract* to your community at a reasonable hourly billing rate for additional or larger projects including, but not limited to:

- Interim land use planning expertise or substitute planner for development or subdivision review and ordinance development.
- Comprehensive Planning services such as data collection, survey development & implementation, and document preparation
- Greenhouse Gas inventories of community and/or municipal emissions
- Rural transportation planning and technical assistance such as 1) facilitating or aiding in grant writing and funding opportunities for trails, sidewalks, road work, or transit 2) providing assistance with safety audits, data collection, planning activities, or local project management and 3) coordinating between MaineDOT and municipalities
- GIS and mapping services for official zoning maps, planning purposes, and/or presentations.

SMPDC has also undertaken several standalone projects and studies which include parts of our region but have recommendations and resulting actions that will have broad regional benefits. These include, but are not limited to:

- The Regional Sustainability and Resilience Program produces resources and projects which can serve as model ordinances and methodologies for any community looking to create sustainable or climate resilience local policy.
 - The Kittery and Portsmouth Naval Shipyard (PNS) Joint Land Use Study which aims to improve housing, transportation, and commuting issues throughout York County in collaboration with the PNS.
 - Climate Action Cohort initiative that will result in resources for climate action planning any community can adopt and implement.
- Regional Housing Affordability Study that investigated homeownership affordability over the last two decades.
- Outdoor Recreation Economy Report which quantified the economic contribution of the outdoor recreation industry in our region and set forth recommendations for supporting and growing the industry across all SMPDC communities.

ITEM #3: Minutes

Town of Lyman
Select Board Regular Meeting Minutes
Monday January 3, 2023 – Lyman Town Hall

Selectboard members present: Ralph “Rusty” Blackington (Chair), Thomas Hatch (Vice Chair)
David Alves (Via Zoom), Jessica Picard, John Tibbetts

Selectboard members absent: None

ITEM #1

SPECIAL OFFERS/ PRESENTATIONS

- a. **Select Board Public Hearing – Present information and allow public comment on Article questions to be voted on at Special Town Meeting scheduled January 18th, 2023**

Rusty Blackington – Opens the public hearing at 6:00 pm. He gives a brief overview of Article two.

David Alves – States in regards to Article 2, he has been working on a preliminary report. This report will identify properties that may be of future use for the Town and other properties that may be potential to sell. There are several lots already identified as future use including a snowmobile club and several lots for fire department use. Twelve lots are identified as landlocked and three lots identified as unbuildable. Other lots have not been identified for future use and review is pending. He suggests to the board of looking into putting in place right-of-way's to protect local trail systems. In regards to using a Real Estate Broker, he proposes the Town would hire a broker that has the ability to complete a market analysis for each parcel the board deems worthy to sell; the board would vote on a price at which to advertise the property, and by using a Real Estate Broker this profession has a responsibility to conduct themselves ethically. The board functions as a majority and no one member at any time could make a decision on anything.

Brian Dulong – States he disagrees with selling the land the Snowmobile Club currently uses. He asks if the Broker would have to go with the highest price.

David Alves – Explains the broker would present to the board any and all offers for the board to decide.

David Dulong – Asks the board how they will choose the broker.

John Tibbets – States they would put out a request for proposal to hire a broker.

Susan Briggs – States a sealed bid or public auction shows more transparency where the bids and auction is done publicly. She's not in favor of a broker because she believes the public will never see the transaction between the board and the broker. She asks the board what they are raising the money for and if there is an absolute need to sell off the property.

John Tibbetts – States the Town committed \$60,000 to the cemetery to come from land sales already and with the new charter they will need to look at expanding the Town Hall.

David Dulong – States when the Town sold the Cousins School they used a broker to do the market analysis but proceeded with sealed bid.

Roger Roy – Asks the board if doing sealed bid do they have the authority to pick whichever bid they want no matter the amount. He states the snowmobile club shouldn't be sold.

Thomas Hatch – The board would have to decide on setting up the parameters for sealed bids.

David Dulong – States the board should renew the lease for the snowmobile club.

Josh Eon – He asks the board if they would ever sell parcels of land to developers and favor developers over other buyers. He asks if the board would consider just hiring a broker for appraisals first before considering using a broker for sales.

Thomas Hatch – States the board would decide as a board.

Nicole Eon – States a lot of the parcels are subdividable and asks the board how they would handle urban sprawl.

Lindsay Gagne – States the planning board reviews subdivisions and would be the ones to consider any detriment to the Town.

John Tibbetts – Suggests putting land locked parcels out to bid and offer to abutters to bid on them.

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Thomas Hatch – Reads a comment into the meeting emailed to the board from Ann Tardiff.

Brian Dulong – States each parcel should go to a vote to the Town before its sold. He asks the board what their plan is.

David Alves – States the plan is to identify which parcels could be used for future growth of the Town and using a Real Estate agent to potentially sell what is deemed unnecessary for the Town and get the best market value, and the money collected could go towards infrastructure and keeping the tax base down. There will likely be multiple meetings to discuss the process and provide information as the project develops.

Susan Briggs – States the article question should be rewritten to do a feasibility study

Thomas Hatch – States the board already voted David as the liaison on this project to conduct a feasibility study.

David Alves – Suggests when the data is collected the board can do another public hearing.

Brian Dulong – States the board could sell the land locked parcels and use the money to fund a study.

Michelle Feliccitti – Asks if the board would consider if the time came to it, to put to a vote to the Town the offers they receive.

No other comments on Article 2. Discussion moves to Article three.

David Dulong – States the revised charter outlines the responsibilities of the Town Manager which includes policy revision and drafting of job descriptions.

b. *Close public hearing and open regular Select Board meeting*

Public hearing is closed at 7:18 pm.

c. *Vote to approve warrant for Special Town Meeting.*

Discussion on Article three. Budget committees' recommendation was to take \$15,030.50 out of surplus and add to the existing \$5,000.00 HR job study as opposed to the select board recommendation to take \$9,630.50 from the Town Hall Feasibility study and \$5,400.00 out of surplus and add to the \$5,000.00 HR job study. Select board discussion, they are in favor of taking out of surplus as the Budget Committee recommends.

John Tibbetts makes a motion to support the budget committee's recommendation on Article three

Jessica Picard – Seconds the motion. Motion passes 5-0-0

Discussion on Article two and consideration of removing it until a plan is developed.

Jessica Picard – Makes a motion to remove Article two from the warrant and work towards solidifying more data

Thomas Hatch – Seconds the motion.

Discussion on revisiting the article question and the process at Annual Town meeting

Motion passes: 5-0-0

ITEM #2

HEARING OF DELEGATIONS / PUBLIC INPUT

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

Pauline Weiss – States Harry's and Jacksons corner don't do postings so the board can't post the warrant at either of those places. She suggests the board can use Lyman's Pizzeria or the Maine Homestead Market.

Thomas Hatch – Makes a motion to rescind locations of Harry's and Jacksons Corner and replace it with the Lyman Pizzeria and homestead market.

Jessica Picard – Seconds the motion. Motion passes: 5-0-0

Town of Lyman
Select Board Regular Meeting Minutes
Monday January 3, 2023 – Lyman Town Hall

- b. Mail
- o Historical Society o FCC Letter o MBH Letter o RSU #57 Annual Report
- c. Complaints - None

ITEM #3

MINUTES

Review/ approve meeting minutes 12/19/2022

David Alves – Motions to approve minutes. Thomas Hatch seconds the motion. Motion passes: 5-0-0

ITEM #4

SIGN WARRANTS

a. Payroll Warrant #29 in the amount of \$25,342.96

Jessica Picard motions to approve. Thomas Hatch seconds. Motion masses: 5-0-0

b. Accounts Payable Warrant #30 (FY2023) in the amount of \$595,509.10

Thomas Hatch motions to approve. Jessica Picard seconds. Motion passes: 5-0-0

ITEM #5

UNFINISHED BUSINESS

a. Health Officer. Discussion from last meeting.

Jessica Picard - makes a motion to table the item to next meeting

John Tibbetts – Seconds the motion. Motion passes: 5-0-0

ITEM #6

DEPARTMENT AND COMMITTEE REPORTS

a. Road Commissioner –

Brad Nikel – States all storm damaged has been cleaned up. We have not reached the threshold for FEMA support for the storm damage so they will not be applying for FEMA. He has one quote for the transfer station expenses on repairs. He is continuing to solicit more quotes.

b. Fire Chief – None

c. Kennebunk Pond Beach Committee – Dave Alves Liaison Report/update – No updates

d. Treasurer – Expense Summary Report 12/29/2022

e. CEO – No updates

f. Tax Clerk – No updates

g. Other -

Pauline Weiss – asks the board to appoint Barbara Hull and Irene Single as Ballot Clerks

Thomas Hatch – Motions to appoint Barbara Hull and Irene Single as Ballot Clerks for the Special Town Meeting.

Jessica Picard – Seconds the motion. Motion passes: 5-0-0

ITEM #7

NEW BUSINESS

a. Discuss scheduling Budget Workshops

Workshop is scheduled for Thursday January 12, 2023 at 6:00pm.

b. RFP – Open sealed bids for Mowing Contract

Two mowing bids received. One from KCB Landscaping and one from LA Lawncare Inc.

Jessica Picard – Makes a motion to award the contract to KCB Landscaping

Thomas Hatch – Seconds the motion. Motion passes: 5-0-0

c. RFP – Open sealed bids for Winter Maintenance of Town Roads

One bid received from Dayton Snow Fighters.

Jessica Picard – Makes a motion to award the contract to Dayton Snow Fighters

John Tibbets – Seconds the motion. Motion passes: 5-0-0

d. Auditing Services Contract Expires 6/2023. Review quotes for services

One quote was received from our prior auditor. Board agrees to solicit more quotes.

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e. EcoMaine Grant Application Letter

Lindsay Gagne – Explains this came from the EcoMaine Rep. This is a letter EcoMaine drafted in support of them receiving grant funding. This letter does not obligate the Town to anything other than to offer its support.

Jessica Picard – Makes a motion to accept the letters in support of EcoMaine

John Tibbets – Seconds the motion. Motion passes: 5-0-0

OTHER

Lindsay Gagne – Received an email from the Tree service that will be cutting trees for the cemetery. They are asking the board if they can store their equipment on Town Property while they conduct work and if so, where they can store it.

Jessica Picard – Makes a motion to allow them to store their equipment on the Property off of Davis Road.

John Tibbets – Seconds the motion. Motion passes: 5-0-0

EXECUTIVE SESSION

1.M.R.S.A §405 (E) Attorney/ legal matters

Thomas Hatch – Makes a motion to go into executive session 1.M.R.S.A §405 (E) Attorney/ legal matters

Jessica Picard – Seconds the motion. Motion passes: 5-0-0

The board goes into executive session

Jessica Picard – Makes a motion to come out of executive session

John Tibbets – Seconds the motion. Motion passes: 5-0-0

ADJOURN

Jessica Picard – Makes a motion to adjourn.

John Tibbets – Seconds the motion. Motion passes: 5-0-0

Ralph “Ralph” Blackington (Chair)

David Alves

Thomas Hatch (Vice Chair)

Jessica Picard

John Tibbets

I, Lindsay Gagne, Clerk to the Select Board of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 4 pages are the original minutes of the Board of Selectmen Regular Meeting dated January 3rd, 2023

Lindsay Gagne

ITEM #4: (a.) Payroll Warrant

LYMAN
9:53 AM

Payroll Check Register

Pay Date: 01/11/2023

01/05/2023

Page 1

Check	D / D	Check	Amount	Date	Employee
Employee Checks					
1	1,416.86	0.00	1,416.86	01/11/23	79 SUSAN J BELLEROSE
2	55.11	0.00	55.11	01/11/23	032 DANA A CARTER
3	1,896.08	0.00	1,896.08	01/11/23	029 BRENDA D CHARLAND
4	1,390.52	0.00	1,390.52	01/11/23	028 LINDSAY GAGNE
5	1,477.72	0.00	1,477.72	01/11/23	016 LAURIE L GONSKA
6	21.84	0.00	21.84	01/11/23	05 SHIRLEY A HARRISON
7	256.42	0.00	256.42	01/11/23	007 THOMAS M HOLLAND
8	799.70	0.00	799.70	01/11/23	019 HOLLI L HUTCHINS
9	1,490.08	0.00	1,490.08	01/11/23	015 JEANETTE E LEMAY
10	753.55	0.00	753.55	01/11/23	036 JULIE LEMIEUX
11	929.41	0.00	929.41	01/11/23	041 RANDALL L MURRAY
12	839.78	0.00	839.78	01/11/23	005 BRADLEY J NIKEL
13	405.31	0.00	405.31	01/11/23	19 BRIAN D. RACICOT
14	527.27	0.00	527.27	01/11/23	002 DAVID W RILEY
15	103.34	0.00	103.34	01/11/23	020 DAVID H SANTORA
16	369.08	0.00	369.08	01/11/23	001 MAURICE ST CLAIR
17	354.80	0.00	354.80	01/11/23	40 RAYMOND J VALLIERE
18	1,516.77	0.00	1,516.77	01/11/23	76 PAULINE F WEISS
Total	14,603.64	0.00	14,603.64		
Direct Deposit Checks					
19	0.00	14,603.64	14,603.64	01/11/23	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	14,603.64	14,603.64		
Trust & Agency Checks					
20	0.00	5,180.86	5,180.86	01/11/23	T & A 1 I.R.S.
21	0.00	1,025.88	1,025.88	01/11/23	T & A 3 ICMA
22	0.00	946.84	946.84	01/11/23	T & A 2 MAINE REVENUE SERVICES
23	0.00	1,091.04	1,091.04	01/11/23	T & A 9 MPERS
Total	0.00	8,244.62	8,244.62		
Summary					
Checks:	Regular	0.00	18		
	D / D	14,603.64	1		
	Employee	14,603.64			
	T & A	8,244.62	4		
	Voided		0		
Total		22,848.26	23		

WARRANT: 31

Check	D / D	Check	Employee	Gross Pay
1	1,416.86	0.00	79 SUSAN J BELLERSE	2,007.56
2	55.11	0.00	032 DANA A CARTER	59.68
3	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
4	1,390.52	0.00	028 LINDSAY GAGNE	1,831.25
5	1,477.72	0.00	016 LAURIE L GONSKA	2,625.00
6	21.84	0.00	05 SHIRLEY A HARRISON	23.65
7	256.42	0.00	007 THOMAS M HOLLAND	286.85
8	799.70	0.00	019 HOLLI L HUTCHINS	1,014.68
9	1,490.08	0.00	015 JEANETTE E LEMAY	2,405.15
10	753.55	0.00	036 JULIE LEMIEUX	1,020.00
11	929.41	0.00	041 RANDALL L MURRAY	1,368.95
12	839.78	0.00	005 BRADLEY J NIKEL	1,458.00
13	405.31	0.00	19 BRIAN D. RACICOT	494.45
14	527.27	0.00	002 DAVID W RILEY	570.95
15	103.34	0.00	020 DAVID H SANTORA	111.90
16	369.08	0.00	001 MAURICE ST CLAIR	399.65
17	354.80	0.00	40 RAYMOND J VALLIERE	384.19
18	1,516.77	0.00	76 PAULINE F WEISS	2,186.54
19	0.00	14,603.64	D / D 1 BIDDEFORD SAVINGS BANK	
20	0.00	5,180.86	T & A 1 I.R.S.	
21	0.00	1,025.88	T & A 3 ICMA	
22	0.00	946.84	T & A 2 MAINE REVENUE SERVICES	
23	0.00	1,091.04	T & A 9 MPERS	
Total	14,603.64	22,848.26		21,023.59

Put into A/P **9,174.65**
 Taken out of A/P **(8,244.62)**
Total Payroll 23,778.29

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.) AP Warrant

Lyman
10:06 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

01/12/2023

Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9518	8,091.39	01/03/23	32	0569 SECRETARY OF STATE
P	9519	4,217.41	01/04/23	32	0647 TREASURER, STATE OF MAINE
P	9520	828.00	01/04/23	32	0643 TREASURER, STATE OF MAINE
P	9522	130.40	01/05/23	32	0989 TREASURER, STATE OF MAINE
P	9523	11,743.79	01/06/23	32	0569 SECRETARY OF STATE
R	9524	3,400.00	01/16/23	32	0210 ATLANTIC CHIMNEY LLC
R	9525	350.00	01/16/23	32	1046 BOURQUE & CLEGG LLC
R	9526	2,875.00	01/16/23	32	0065 BRADLEY J NIKEL
R	9527	6.00	01/16/23	32	0227 BROWNELL, BRITTANY
R	9528	566.15	01/16/23	32	0208 CHAMPAGNE'S ENERGY
R	9529	32.00	01/16/23	32	0994 CINTAS CORPORATION- # 758
R	9530	525.60	01/16/23	32	0101 CUNNINGHAM SECURITY SYSTEMS
R	9531	670.00	01/16/23	32	0133 DAVID W. RILEY
R	9532	347.50	01/16/23	32	0151 DAYTON SAND & GRAVEL, CO.,INC.
R	9533	9,405.00	01/16/23	32	0248 DAYTON SNOW FIGHTERS INC.
R	9534	10,831.10	01/16/23	32	0500 ECOMAINE
R	9535	3,600.00	01/16/23	32	0155 GERARD TREE SERVICE
R	9536	50.64	01/16/23	32	0147 GONETSPEED
R	9537	19,047.98	01/16/23	32	0233 GOODWINS MILLS FIRE & RESCUE
R	9538	525.50	01/16/23	32	0072 GWI
R	9539	1,200.00	01/16/23	32	1158 HALEY'S METAL SHOP
R	9540	725.00	01/16/23	32	0230 JESSICAS CLEANING SERVICE
R	9541	569.00	01/16/23	32	0331 KYOCERA
R	9542	35.00	01/16/23	32	0028 M A C A
R	9543	6,294.00	01/16/23	32	0414 MAINE MUNICIPAL ASSOCIATION
R	9544	194.20	01/16/23	32	0229 MAINELY MEDIA
R	9545	9.00	01/16/23	32	0005 PETTY CASH
R	9546	325.00	01/16/23	32	0256 POTTYS-R-US
R	9547	13.50	01/16/23	32	0502 REGISTRY OF DEEDS
R	9548	9.17	01/16/23	32	0573 SHIRLEY HARRISON
R	9549	21.25	01/16/23	32	0062 THOMAS HOLLAND
R	9550	47.05	01/16/23	32	0675 WHITE SIGN, INC.
P	9999	1,630.96	01/16/23	32	0091 CENTRAL MAINE POWER, INC.
P	88889	249.46	01/16/23	32	0140 WEX BANK
P	99999	499.97	01/16/23	32	0095 CARDMEMBER SERVICE
P	99999	15.99	01/16/23	32	0095 CARDMEMBER SERVICE
P	99999	14.99	01/16/23	32	0095 CARDMEMBER SERVICE
Total		89,097.00			

Count

Checks	37
Voids	0

A / P Warrant

01/12/2023

Page 1

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00210 ATLANTIC CHIMNEY LLC						
0404	9524	01	DUCT CLEANING	1117		
DUCT CLEANING			E 141-11-40-410		3,400.00	0.00
			REPAIRS & MA / BLDGS & GROU			
			Vendor Total-		3,400.00	
01046 BOURQUE & CLEGG LLC						
0404	9525	01	SERVICES	43535		
SERVICES			E 181-11-33-320		350.00	0.00
			CONT PROF / PROF SERV LE			
			Vendor Total-		350.00	
00065 BRADLEY J NIKEL						
0404	9526	01	DEC PLOW TRANSFER STATION	010223		
DEC PLOW TRANSFER STATION			E 143-31-31-360		875.00	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		875.00	
0404	9526	01	1ST & 2ND INSTALL TH PLOW	010223		
1ST & 2ND INSTALL TH PLOW			E 143-11-31-360		2,000.00	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		2,000.00	
			Vendor Total-		2,875.00	
00227 BROWNELL, BRITTANY						
0404	9527	01	REFUND OVERPAY MARRIAGE C	010423		
REFUND OVERPAY MARRIAGE C			R 110-022		6.00	0.00
			CLERK FEES			
			Vendor Total-		6.00	
00095 CARDMEMBER SERVICE						
0404	99999	01	POSTAGE	010323		
POSTAGE			E 110-11-60-650		499.97	0.00
			SUPPLIES / POSTAGE			
			Invoice Total-		499.97	
0404	99999	01	STAMPS.COM	121922		
STAMPS.COM			E 110-11-60-650		15.99	0.00
			SUPPLIES / POSTAGE			
			Invoice Total-		15.99	
0404	99999	01	ZOOM	183528360		
ZOOM			E 110-11-32-310		14.99	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		14.99	
			Vendor Total-		530.95	
00091 CENTRAL MAINE POWER, INC.						
0404	9999	01	ELECTRICITY	4010000024042		
3501-2118-408			E 147-22-50-560		20.16	0.00
			UTILITIES / ELECTRICITY			
3501-1893-878			E 147-22-50-560		30.20	0.00
			UTILITIES / ELECTRICITY			
3501-6854-669			E 147-31-50-560		421.72	0.00
			UTILITIES / ELECTRICITY			
3501-2614-331			E 147-51-50-560		651.26	0.00
			UTILITIES / ELECTRICITY			

A / P Warrant

01/12/2023

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Warrant 32

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
3501-6858-561			E 147-21-50-560		20.16	0.00
			UTILITIES / ELECTRICITY			
3501-2989-030			E 147-11-50-560		447.57	0.00
			UTILITIES / ELECTRICITY			
3001-3752-495			E 147-21-50-560		39.89	0.00
			UTILITIES / ELECTRICITY			
Vendor Total-					1,630.96	
00208 CHAMPAGNE'S ENERGY						
0404	9528	01	29084-0 PROPANE	1295995		
PROPANE			E 147-11-50-510		566.15	0.00
			UTILITIES / PROPANE			
Vendor Total-					566.15	
00994 CINTAS CORPORATION- # 758						
0404	9529	01	13117643	4143034307		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
Vendor Total-					32.00	
00101 CUNNINGHAM SECURITY SYSTEMS						
0404	9530	01	63000320	712500		
SECURITY SYTEM			E 141-11-31-310		525.60	0.00
			CTRCT SVS BL / PROF SVS			
Vendor Total-					525.60	
00133 DAVID W. RILEY						
0404	9531	01	SERVICES	2021-0641		
HAMILTON RD			E 131-51-40-483		100.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
Invoice Total-					100.00	
0404	9531	01	SERVICES	2021-0642		
ROADS REPAIRS/MAINT			E 131-51-40-483		350.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
Invoice Total-					350.00	
0404	9531	01	SERVICES	2021-0643		
CUT UP TREE KBP			E 141-22-31-310		150.00	0.00
			CTRCT SVS BL / PROF SVS			
Invoice Total-					150.00	
0404	9531	01	SERVICES	2021-0644		
SHOVELING/SANDING TH			E 143-11-31-360		70.00	0.00
			CTRCT SVS BL / PLOW & SAND			
Invoice Total-					70.00	
Vendor Total-					670.00	
00151 DAYTON SAND & GRAVEL, CO., INC.						
0404	9532	01	52800	251455		
52800			E 131-51-40-483		347.50	0.00
			REPAIRS & MA / RDS/REPAIRS			
Vendor Total-					347.50	
00248 DAYTON SNOW FIGHTERS INC.						
0404	9533	01	MIXING SAND & SALT	1072		
MIXING SAND & SALT			E 143-51-31-360		9,405.00	0.00
			CTRCT SVS BL / PLOW & SAND			

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference		
Description	Account	Proj	Amount	Encumbrance		
			Vendor Total-	9,405.00		
00500 ECOMAINE						
0404	9534	01	WASTE	12312022		
LYMAN01 MSW			E 150-31-35-350	7,774.32		0.00
			CTRCT SVS WA / PROF SVS TIP			
			Invoice Total-	7,774.32		
0404	9534	01	WASTE	123122		
RECYCLE			E 150-31-35-352	494.90		0.00
			CTRCT SVS WA / PROF SVS REC			
			Invoice Total-	494.90		
0404	9534	01	WASTE	123122		
BULLYMAN01 OBW-WOOD			E 150-31-35-351	2,561.88		0.00
			CTRCT SVS WA / PROF SVS TW			
			Invoice Total-	2,561.88		
			Vendor Total-	10,831.10		
00155 GERARD TREE SERVICE						
0404	9535	01	STORM CLEAN UP	11277		
STORM CLEAN UP			E 131-51-40-483	3,600.00		0.00
			REPAIRS & MA / RDS/REPAIRS			
			Vendor Total-	3,600.00		
00147 GONETSPEED						
0404	9536	01	13668 PHONE	013123		
13668 PHONE			E 150-31-50-580	50.64		0.00
			UTILITIES / COMM			
			Vendor Total-	50.64		
00233 GOODWINS MILLS FIRE & RESCUE						
0404	9537	01	REIMB ARPA STRYKER	3984365		
REIMB ARPA STRYKER			E 551-84-70-790	9,979.18		0.00
			FED - EQUIPMENT / OTHER EQUIP			
			Invoice Total-	9,979.18		
0404	9537	01	STRYKER	3990455		
STRYKER			E 551-84-70-790	9,068.80		0.00
			FED - EQUIPMENT / OTHER EQUIP			
			Invoice Total-	9,068.80		
			Vendor Total-	19,047.98		
00072 GWI						
0404	9538	01	PHONES & INTERNET	6312157		
205773			E 110-11-50-580	495.90		0.00
			UTILITIES / COMM			
205773			E 161-22-50-580	29.60		0.00
			UTILITIES / COMM			
			Vendor Total-	525.50		
01158 HALEY'S METAL SHOP						
0404	9539	01	HVAC MAINT	C001121		
ANNUAL MAINT CONTRACT			E 141-11-40-410	1,200.00		0.00
			REPAIRS & MA / BLDGS & GROU			
			Vendor Total-	1,200.00		
00230 JESSICAS CLEANING SERVICE						

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0404	9540	01	CLEANING SERVICES		JANUARY	
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			
Vendor Total-					725.00	
00331 KYOCERA						
0404	9541	01	METO84		55L2298345	
METO84			E 110-11-80-830		569.00	0.00
			ADVER, PRINT / FORMS			
Vendor Total-					569.00	
00028 M A C A						
0404	9542	01	HIGGINS MEMBERSHIP		1000435177	
HIGGINS MEMBERSHIP			E 102-11-20-290		35.00	0.00
			BENEFITS / MEMB & DUES			
Vendor Total-					35.00	
00414 MAINE MUNICIPAL ASSOCIATION						
0404	9543	01	31170 FY 2023 DUES		010623	
31170 FY 2023 DUES			E 110-11-39-315		6,294.00	0.00
			CONT SVS OTH / MEMB & DUES			
Vendor Total-					6,294.00	
00229 MAINELY MEDIA						
0404	9544	01	AD		0401141	
AD			E 110-11-80-810		194.20	0.00
			ADVER, PRINT / ADVERTISE			
Vendor Total-					194.20	
00005 PETTY CASH						
0404	9545	01	POSTAGE		12222022	
POSTAGE			E 110-13-39-399		9.00	0.00
			CONT SVS OTH / OTHER			
Vendor Total-					9.00	
00256 POTTYS-R-US						
0404	9546	01	PORTA-POTS		24048	
CHADBOURNE FIELD			E 145-21-35-331		175.00	0.00
			CTRCT SVS WA / PROF PORTA P			
Invoice Total-					175.00	
0404	9546	01	PORTA-POTS		24043	
KENNEBUNK POND			E 145-21-35-331		75.00	0.00
			CTRCT SVS WA / PROF PORTA P			
Invoice Total-					75.00	
0404	9546	01	PORTA-POTS		24015	
SALT SHED			E 145-51-35-331		75.00	0.00
			CTRCT SVS WA / PROF PORTA P			
Invoice Total-					75.00	
Vendor Total-					325.00	
00502 REGISTRY OF DEEDS						
0404	9547	01	DEC TRANSFERS		23243179	

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
DISCHARGES			E 110-11-39-399		13.50	0.00
			CONT SVS OTH / OTHER			
			Vendor Total-		13.50	
00569 SECRETARY OF STATE						
0404	9518	01	31170	12/22-12/30		
31170			G 1-250-00		8,091.39	0.00
			MTR VEHICLE			
			Invoice Total-		8,091.39	
0404	9523	01	31170	12/30-1/5		
31170			G 1-250-00		11,743.79	0.00
			MTR VEHICLE			
			Invoice Total-		11,743.79	
			Vendor Total-		19,835.18	
00573 SHIRLEY HARRISON						
0404	9548	01	MILEAGE	POSTING		
MILEAGE			E 110-11-90-910		9.17	0.00
			OTHER / MILEAGE/TRAV			
			Vendor Total-		9.17	
00062 THOMAS HOLLAND						
0404	9549	01	MILEAGE	DEC 2022		
MILEAGE			E 125-72-90-910		21.25	0.00
			OTHER / MILEAGE/TRAV			
			Vendor Total-		21.25	
00643 TREASURER, STATE OF MAINE						
0404	9520	01	DOGS	DEC 2022		
DOGS			G 1-256-00		828.00	0.00
			DOG LIC			
			Vendor Total-		828.00	
00647 TREASURER, STATE OF MAINE						
0404	9519	01	FISH	DEC 2022		
FISH			G 1-251-00		4,217.41	0.00
			INLAND FISH			
			Vendor Total-		4,217.41	
00989 TREASURER, STATE OF MAINE						
0404	9522	01	VITALS	OCT - DEC 2022		
VITALS			G 1-248-00		130.40	0.00
			VITAL FEES			
			Vendor Total-		130.40	
00140 WEX BANK						
0404	88889	01	0496-00-621844-0	86073225		
0496-00-621844-0			E 150-31-40-450		249.46	0.00
			REPAIRS & MA / EQUIPMENT			
			Vendor Total-		249.46	
00675 WHITE SIGN, INC.						
0404	9550	01	U POST BRACKET	125063		
WLYM153570			E 148-51-60-670		31.10	0.00
			SUPPLIES / SIGNS			
			Invoice Total-		31.10	

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0404	9550	01	SIGN		124566	
WLYM153570			E 148-51-60-670		15.95	0.00
			SUPPLIES / SIGNS			
Invoice Total-					15.95	
Vendor Total-					47.05	
Prepaid Total-					27,422.36	
Current Total-					61,674.64	
EFT Total-					0.00	
Warrant Total-					89,097.00	

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: (a.) Health Officer

Local Health Officer

- Appointed for 3-year terms
- Must be qualified by education, training, or experience in the field of public health. If not qualified as such, then must meet qualification standards within 6 months after appointment.
- Liaison for “Public Health Threats” = Any condition or behavior that can be reasonably expected to place others at significant risk of exposure to infections with a communicable disease.
- 5 Primary Job Roles include:
 - Overall health resource to the community
 - Mediator and enforcer of complaints that cannot be resolved
 - Reports to the Select Board on community public health status
 - Reports to ME CDC and DHHS on any perceived public health threats
- Legal Requirements
 - Keep record of all proceedings, transactions, ordinances, orders and rules acted by the LHO (May keep a log of all actions taken and responded to and provide copies to admin)
 - Report cases of or facts related to a communicable disease to the Commissioner
 - During declared health emergency, report to the Commissioner facts re: potential notifiable diseases related to the declared health emergency.
 - Handles complaints by members of the public concerning conditions posing a public health threat
 - With consent of the owner, inspect any place or premises where filth, or conditions posing a public health threat are known or believed to exist. If inspection is refused, LHO shall apply for an inspection warrant from District Court. (CDC recommends the Town Attorney weigh in if this would be necessary before applying for the warrant)
 - After consultation with the Commissioner, order removal of nuisances posing a public health threat
 - Act as a resource connecting residents with public health services provided by ME CDC.
 - Enforce public health safety laws:
 - Pertaining to exclusion of students from school (Title 20-A MRSA §6356)
 - Pertaining to Control of Brown Tail moth (Title 20-A MRSA §1444)
 - Pertaining to removal of nuisance of a dead animal (Title 20-A MRSA §1561 & 1562)
 - Pertaining to the establishment of temporary health care facilities (Title 20-A §1762)
 - Pertaining to prohibited dumping (Title 30-A §3352)
- May work in correlation with the CEO, ACO, Fire Chief, and Local Plumbing Inspector.
- Enforces all state laws, DHHS Rules and Local Health Ordinances
- Other Duties may include
 - Assist with Animal/ Insect borne disease in conjunction with ACO
 - Reporting cases of strange animal behavior to DHHS, HETL, Dept. of Inland Fishery & Wildlife, Dept. Of Agriculture, Maine Game Warden.
 - Assist with Environmental/ Land Use nuisances that may pose a health risk
 - Sewage, solid waste, septic tanks, faulty systems, etc. (Usually works in conjunction with CEO, LHO are not specifically authorized to intervene in these areas.
 - LHO Shall receive and examine the nature of complaints made by members of the public concerning conditions posing a public health threat or potential health threat.
 - May assist in protecting drinking water and water sources in conjunction with EPA and DHHS.
 - Assist with food sanitation issues with restaurants and other establishments in conjunction with the Health Inspection Program. District Sanitarian can inspect/ investigate.

APPENDIX B. LHO RESOURCE CHART

Problem Area		LHO	LPI/CEO	ACO	IFW	Professional Consultant	Manufact'd Housing Board	DHHS
	Reference							
Landlord tenant issues - Implied warranty and covenant of habitability	T14 M.R.S.A. §6021	Primary	Assist				x	
Bed Bugs	T14 §6021	Primary	Primary			x		x
Dangerous buildings	T17, M.R.S.A. §2851	x	Primary			x		
Unclean premises	T17 §2851	Primary	Assist			x		
Removal of private nuisances that could be injurious to health	T 22 § 461	Primary	Assist			x		
Removal of private nuisances	T22 §1561	Primary	Assist			x		
Removal of dead animal	T22 §1562	Assist	x	x	Assist	x		
Reporting adult abuse	T22 §3477	Primary	Assist				x	x
Reporting child abuse	T22 §4011	Primary	Assist					x
Bathing beaches	T 22 § 461	Assist	Primary					
Malfunctioning sewage disposal systems	T30-A §3428	Assist	Primary			x		
Automobile junkyards	T30-A §3751	Assist	Primary					
Cemeteries	T13 §1343		Primary					x
Mobile Home parks	T10 §9003	Assist	Primary			x	x	
LHO: Local Health Officer								
CEO: Code Enforcement Officer								
LPI: Local Plumbing Inspector								
ACO: Animal Control Officer								
Professional Resource: Third party contractor								
Manufacturing Housing Board								
DHHS: Department of Health and Human Services personnel								

ITEM #6: (b.) Fire Chief

From: [Matt Duross](#)
To: [Selectmen Board Clerk](#); [treasurer](#)
Subject: Agenda request
Date: Wednesday, January 11, 2023 1:39:08 PM

Good Afternoon,

Per the Fire Commission's discussion at the last meeting, I would like the boards to discuss and vote on two items.

1. Reimbursing the fire department's operating budget, specifically the facility operations general maintenance line, for the cost of the clearing of a drainage pipe and pumping of a catch basin by Clean Harbors. The total cost was \$3121.20, making each town's 50% **\$1560.60**. My request is for these funds to come from the GMFR building capital account.
2. The second is also a request from the GMFR building capital account to fund up to a total of \$2000, each town's 50% is **\$1000.00**, to have an electrician move the reverse osmosis water system and ansul fire protection system electrical circuits to the emergency electrical panel. This would fix an issue where these two systems do not have power on the emergency backup generator.

Please let me know if you have any questions,



******Available Funds in the GMFR building capital fund**
\$24,747.49

Expense Summary Report

FUND: 1
ALL Months

ITEM #6: (d.) Expense Summary Report 1-12-23

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES	650,096.00	0.00	650,096.00	302,191.33	0.00	347,904.67
11 - TOWN HALL	402,574.00	-9,305.00	393,269.00	182,068.08	0.00	211,200.92
10 - SALARIES	402,574.00	-9,305.00	393,269.00	182,068.08	0.00	211,200.92
102 - SELECT BD CL	53,235.00	-3,978.00	49,257.00	22,107.25	0.00	27,149.75
103 - TREASURER	62,534.00	0.00	62,534.00	33,672.10	0.00	28,861.90
105 - TAX COLLECT	51,851.00	0.00	51,851.00	26,696.43	0.00	25,154.57
106 - ADMIN CLERK	45,728.00	1,950.00	47,678.00	19,699.20	0.00	27,978.80
107 - DEPUTY TC/TC	7,095.00	0.00	7,095.00	851.40	0.00	6,243.60
115 - ASSESSOR	76,125.00	0.00	76,125.00	36,750.00	0.00	39,375.00
141 - CEO	78,706.00	-7,277.00	71,429.00	33,329.87	0.00	38,099.13
142 - CEO CLERK	27,300.00	0.00	27,300.00	7,954.00	0.00	19,346.00
143 - ELECTRICIAN	0.00	0.00	0.00	1,007.83	0.00	-1,007.83
13 - ELECTIONS	67,129.00	0.00	67,129.00	32,650.25	0.00	34,478.75
10 - SALARIES	67,129.00	0.00	67,129.00	32,650.25	0.00	34,478.75
181 - TOWN CLERK	56,850.00	0.00	56,850.00	30,611.56	0.00	26,238.44
182 - BALLOT CLERK	6,529.00	0.00	6,529.00	2,038.69	0.00	4,490.31
183 - TM MODERATOR	340.00	0.00	340.00	0.00	0.00	340.00
184 - REGISTRAR	3,410.00	0.00	3,410.00	0.00	0.00	3,410.00
17 - PLANNING	3,316.00	0.00	3,316.00	2,657.08	0.00	658.92
10 - SALARIES	3,316.00	0.00	3,316.00	2,657.08	0.00	658.92
147 - PB	3,316.00	0.00	3,316.00	2,657.08	0.00	658.92
18 - APPEALS BD	450.00	0.00	450.00	31.88	0.00	418.12
10 - SALARIES	450.00	0.00	450.00	31.88	0.00	418.12
148 - APPEALS BOAR	450.00	0.00	450.00	31.88	0.00	418.12
21 - RECREATION	3,960.00	0.00	3,960.00	1,980.00	0.00	1,980.00
10 - SALARIES	3,960.00	0.00	3,960.00	1,980.00	0.00	1,980.00
127 - REC DIRECT	3,960.00	0.00	3,960.00	1,980.00	0.00	1,980.00
31 - TRANSFER STA	92,743.00	9,305.00	102,048.00	48,311.93	0.00	53,736.07
10 - SALARIES	92,743.00	9,305.00	102,048.00	48,311.93	0.00	53,736.07
131 - TRF STATION	91,745.00	9,305.00	101,050.00	48,311.93	0.00	52,738.07
132 - ECO ME REP	998.00	0.00	998.00	0.00	0.00	998.00
51 - ROADS	37,905.00	0.00	37,905.00	20,412.00	0.00	17,493.00
10 - SALARIES	37,905.00	0.00	37,905.00	20,412.00	0.00	17,493.00
151 - RD COMM	37,905.00	0.00	37,905.00	20,412.00	0.00	17,493.00
71 - GA	3,394.00	0.00	3,394.00	1,697.00	0.00	1,697.00
10 - SALARIES	3,394.00	0.00	3,394.00	1,697.00	0.00	1,697.00
171 - GA DIRECT	3,394.00	0.00	3,394.00	1,697.00	0.00	1,697.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES CONT'D						
72 - ACO	7,458.00	0.00	7,458.00	4,015.90	0.00	3,442.10
10 - SALARIES	7,458.00	0.00	7,458.00	4,015.90	0.00	3,442.10
175 - ACO	7,458.00	0.00	7,458.00	4,015.90	0.00	3,442.10
99 - NOT SPECIFIC	31,167.00	0.00	31,167.00	8,367.21	0.00	22,799.79
10 - SALARIES	31,167.00	0.00	31,167.00	8,367.21	0.00	22,799.79
179 - HEALTH OFFIC	452.00	0.00	452.00	0.00	0.00	452.00
191 - EXTRA TIME	4,700.00	0.00	4,700.00	449.71	0.00	4,250.29
199 - SELECT BOARD	26,015.00	0.00	26,015.00	7,917.50	0.00	18,097.50
102 - BENEFITS						
11 - TOWN HALL	4,715.00	0.00	4,715.00	2,128.00	96.00	2,491.00
20 - BENEFITS	4,715.00	0.00	4,715.00	2,128.00	96.00	2,491.00
280 - TRAINING	4,070.00	0.00	4,070.00	1,443.00	96.00	2,531.00
290 - MEMB & DUES	645.00	0.00	645.00	685.00	0.00	-40.00
31 - TRANSFER STAT	500.00	0.00	500.00	0.00	0.00	500.00
20 - BENEFITS	500.00	0.00	500.00	0.00	0.00	500.00
280 - TRAINING	500.00	0.00	500.00	0.00	0.00	500.00
99 - NOT SPECIFIC	298,657.00	-1.00	298,656.00	130,787.91	0.00	167,868.09
20 - BENEFITS	298,657.00	-1.00	298,656.00	130,787.91	0.00	167,868.09
201 - FICA	49,766.00	-1.00	49,765.00	23,669.43	0.00	26,095.57
210 - HEALTH	193,795.00	0.00	193,795.00	88,514.49	0.00	105,280.51
211 - DENTAL	5,518.00	0.00	5,518.00	2,460.09	0.00	3,057.91
214 - LIFE NO MED	0.00	0.00	0.00	58.50	0.00	-58.50
230 - 457B ER MATC	18,120.00	0.00	18,120.00	6,610.22	0.00	11,509.78
231 - MPERS ER	26,958.00	0.00	26,958.00	9,475.18	0.00	17,482.82
250 - PTO BUYOUT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
110 - GEN ADMIN						
11 - TOWN HALL	135,436.00	0.00	135,436.00	73,319.56	13,315.89	48,800.55
32 - CTRCT SVS EQ	65,956.00	-750.00	65,206.00	41,767.66	8,032.50	15,405.84
310 - PROF SVS	65,956.00	-750.00	65,206.00	41,767.66	8,032.50	15,405.84
39 - CONT SVS OTH	15,159.00	750.00	15,909.00	10,338.00	500.00	5,071.00
315 - MEMB & DUES	8,517.00	0.00	8,517.00	8,141.00	0.00	376.00
399 - OTHER	6,642.00	750.00	7,392.00	2,197.00	500.00	4,695.00
50 - UTILITIES	7,750.00	0.00	7,750.00	4,262.05	0.00	3,487.95
580 - COMM	7,750.00	0.00	7,750.00	4,262.05	0.00	3,487.95
60 - SUPPLIES	18,383.00	0.00	18,383.00	9,099.24	0.00	9,283.76

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
110 - GEN ADMIN CONT'D						
610 - SUPPLIES	9,383.00	0.00	9,383.00	5,869.69	0.00	3,513.31
650 - POSTAGE	9,000.00	0.00	9,000.00	3,229.55	0.00	5,770.45
80 - ADVER, PRINT	23,300.00	0.00	23,300.00	5,031.95	4,879.39	13,388.66
810 - ADVERTISE	4,500.00	0.00	4,500.00	1,622.86	525.00	2,352.14
830 - FORMS	9,700.00	0.00	9,700.00	1,113.04	4,354.39	4,232.57
850 - TOWN REPORT	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
860 - TAX BILLS	3,100.00	0.00	3,100.00	2,296.05	0.00	803.95
90 - OTHER	4,888.00	0.00	4,888.00	2,820.66	-96.00	2,163.34
910 - MILEAGE/TRAV	4,888.00	0.00	4,888.00	2,820.66	-96.00	2,163.34
13 - ELECTIONS	12,147.00	0.00	12,147.00	3,736.46	100.00	8,310.54
39 - CONT SVS OTH	12,147.00	0.00	12,147.00	3,736.46	100.00	8,310.54
399 - OTHER	12,147.00	0.00	12,147.00	3,736.46	100.00	8,310.54
117 - GEN ADMIN IN						
	37,428.00	0.00	37,428.00	23,386.50	0.00	14,041.50
99 - NOT SPECIFIC	37,428.00	0.00	37,428.00	23,386.50	0.00	14,041.50
38 - CONT SVS INS	37,428.00	0.00	37,428.00	23,386.50	0.00	14,041.50
325 - INS PROP & C	18,244.00	0.00	18,244.00	14,931.00	0.00	3,313.00
326 - INS W.C.	14,106.00	0.00	14,106.00	8,377.50	0.00	5,728.50
327 - INS UNEMPLOY	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
328 - INS VOLUNTEE	78.00	0.00	78.00	78.00	0.00	0.00
125 - ACO						
	8,957.00	0.00	8,957.00	6,928.74	0.00	2,028.26
72 - ACO	8,957.00	0.00	8,957.00	6,928.74	0.00	2,028.26
39 - CONT SVS OTH	6,957.00	0.00	6,957.00	6,539.36	0.00	417.64
381 - ACO	6,957.00	0.00	6,957.00	6,539.36	0.00	417.64
90 - OTHER	2,000.00	0.00	2,000.00	389.38	0.00	1,610.62
910 - MILEAGE/TRAV	2,000.00	0.00	2,000.00	389.38	0.00	1,610.62
128 - HHS GIA						
	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
71 - GA	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
39 - CONT SVS OTH	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SVS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
129 - HHS SOCIAL S						
	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
75 - SOCIAL SERV	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
91 - OTHER SOC SV	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
129 - HHS SOCIAL S. CONF'D						
999 - OTHER	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
31 - ROADS	735,600.00	0.00	735,600.00	138,934.61	3,750.00	592,915.39
51 - ROADS	735,600.00	0.00	735,600.00	138,934.61	3,750.00	592,915.39
40 - REPAIRS & MA	645,900.00	89,450.00	735,350.00	138,934.61	3,750.00	592,665.39
481 - RDS/CONSTRUC	160,500.00	0.00	160,500.00	42,041.12	0.00	118,458.88
482 - RDS/RESURFA	391,000.00	0.00	391,000.00	14,000.00	0.00	377,000.00
483 - RDS/REPAIRS	94,400.00	89,450.00	183,850.00	82,893.49	3,750.00	97,206.51
50 - UTILITIES	250.00	0.00	250.00	0.00	0.00	250.00
580 - COMM	250.00	0.00	250.00	0.00	0.00	250.00
90 - OTHER	89,450.00	-89,450.00	0.00	0.00	0.00	0.00
999 - MISC	89,450.00	-89,450.00	0.00	0.00	0.00	0.00
141 - B&G CARE & M	30,975.00	0.00	30,975.00	17,436.65	1,200.00	12,538.35
11 - TOWN HALL	20,135.00	0.00	20,135.00	13,834.07	1,200.00	5,100.93
31 - CTRCT SVS BL	10,710.00	0.00	10,710.00	7,148.60	0.00	3,561.40
310 - PROF SVS	10,710.00	0.00	10,710.00	7,148.60	0.00	3,561.40
40 - REPAIRS & MA	9,425.00	0.00	9,425.00	6,685.47	1,200.00	1,539.53
410 - BLDGS & GROU	9,425.00	0.00	9,425.00	6,685.47	1,200.00	1,539.53
21 - RECREATION	8,240.00	0.00	8,240.00	3,233.08	0.00	5,006.92
31 - CTRCT SVS BL	4,250.00	0.00	4,250.00	394.20	0.00	3,855.80
310 - PROF SVS	4,250.00	0.00	4,250.00	394.20	0.00	3,855.80
40 - REPAIRS & MA	3,990.00	0.00	3,990.00	2,838.88	0.00	1,151.12
410 - BLDGS & GROU	3,990.00	0.00	3,990.00	2,838.88	0.00	1,151.12
22 - BUNGANUT	600.00	0.00	600.00	369.50	0.00	230.50
31 - CTRCT SVS BL	600.00	0.00	600.00	369.50	0.00	230.50
310 - PROF SVS	600.00	0.00	600.00	369.50	0.00	230.50
31 - TRANSFER STA	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
31 - CTRCT SVS BL	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
310 - PROF SVS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
40 - REPAIRS & MA	500.00	0.00	500.00	0.00	0.00	500.00
410 - BLDGS & GROU	500.00	0.00	500.00	0.00	0.00	500.00
142 - B&G MOWING	51,559.00	0.00	51,559.00	40,112.60	0.00	11,446.40
11 - TOWN HALL	5,850.00	0.00	5,850.00	4,292.05	0.00	1,557.95
31 - CTRCT SVS BL	5,850.00	0.00	5,850.00	4,292.05	0.00	1,557.95

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
142 - B&G MOWING CONT'D						
370 - MOWING	5,850.00	0.00	5,850.00	4,292.05	0.00	1,557.95
21 - RECREATION	6,989.00	0.00	6,989.00	4,863.30	0.00	2,125.70
31 - CTRCT SVS BL	6,989.00	0.00	6,989.00	4,863.30	0.00	2,125.70
370 - MOWING	6,989.00	0.00	6,989.00	4,863.30	0.00	2,125.70
22 - BUNGANUT	27,220.00	0.00	27,220.00	19,457.25	0.00	7,762.75
31 - CTRCT SVS BL	27,220.00	0.00	27,220.00	19,457.25	0.00	7,762.75
370 - MOWING	27,220.00	0.00	27,220.00	19,457.25	0.00	7,762.75
51 - ROADS	11,500.00	0.00	11,500.00	11,500.00	0.00	0.00
31 - CTRCT SVS BL	11,500.00	0.00	11,500.00	11,500.00	0.00	0.00
370 - MOWING	11,500.00	0.00	11,500.00	11,500.00	0.00	0.00
143 - B&G PLOWING						
11 - TOWN HALL	5,200.00	0.00	5,200.00	2,360.00	0.00	2,840.00
31 - CTRCT SVS BL	5,200.00	0.00	5,200.00	2,360.00	0.00	2,840.00
360 - PLOW & SAND	5,200.00	0.00	5,200.00	2,360.00	0.00	2,840.00
21 - RECREATION	800.00	0.00	800.00	75.00	0.00	725.00
31 - CTRCT SVS BL	800.00	0.00	800.00	75.00	0.00	725.00
360 - PLOW & SAND	800.00	0.00	800.00	75.00	0.00	725.00
22 - BUNGANUT	750.00	0.00	750.00	0.00	0.00	750.00
31 - CTRCT SVS BL	750.00	0.00	750.00	0.00	0.00	750.00
360 - PLOW & SAND	750.00	0.00	750.00	0.00	0.00	750.00
31 - TRANSFER STA	3,500.00	0.00	3,500.00	875.00	0.00	2,625.00
31 - CTRCT SVS BL	3,500.00	0.00	3,500.00	875.00	0.00	2,625.00
360 - PLOW & SAND	3,500.00	0.00	3,500.00	875.00	0.00	2,625.00
51 - ROADS	526,260.00	0.00	526,260.00	246,982.62	135,300.00	143,977.38
31 - CTRCT SVS BL	526,260.00	0.00	526,260.00	246,982.62	135,300.00	143,977.38
360 - PLOW & SAND	526,260.00	0.00	526,260.00	246,982.62	135,300.00	143,977.38
145 - BRG WASTE SV						
11 - TOWN HALL	1,300.00	0.00	1,300.00	270.00	0.00	1,030.00
31 - CTRCT SVS BL	1,300.00	0.00	1,300.00	270.00	0.00	1,030.00
330 - WASTE SVS	1,300.00	0.00	1,300.00	270.00	0.00	1,030.00
21 - RECREATION	6,800.00	0.00	6,800.00	2,225.00	0.00	4,575.00
31 - CTRCT SVS BL	2,600.00	0.00	2,600.00	800.00	0.00	1,800.00
330 - WASTE SVS	2,600.00	0.00	2,600.00	800.00	0.00	1,800.00
35 - CTRCT SVS WA	4,200.00	0.00	4,200.00	1,425.00	0.00	2,775.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
145 - B&G WASTE SVS CONT'D						
331 - PROF PORTA P	4,200.00	0.00	4,200.00	1,425.00	0.00	2,775.00
22 - BUNGANUT	5,040.00	0.00	5,040.00	2,790.00	0.00	2,250.00
31 - CTRCT SVS BL	2,940.00	0.00	2,940.00	1,215.00	0.00	1,725.00
330 - WASTE SVS	2,940.00	0.00	2,940.00	1,215.00	0.00	1,725.00
35 - CTRCT SVS WA	2,100.00	0.00	2,100.00	1,575.00	0.00	525.00
331 - PROF PORTA P	2,100.00	0.00	2,100.00	1,575.00	0.00	525.00
51 - ROADS	1,300.00	0.00	1,300.00	224.78	0.00	1,075.22
31 - CTRCT SVS BL	1,000.00	0.00	1,000.00	74.78	0.00	925.22
330 - WASTE SVS	1,000.00	0.00	1,000.00	74.78	0.00	925.22
35 - CTRCT SVS WA	300.00	0.00	300.00	150.00	0.00	150.00
331 - PROF PORTA P	300.00	0.00	300.00	150.00	0.00	150.00
147 - B&G ENERGY	38,604.00	0.00	38,604.00	8,455.49	0.00	30,148.51
11 - TOWN HALL	11,984.00	0.00	11,984.00	3,462.98	0.00	8,521.02
50 - UTILITIES	11,984.00	0.00	11,984.00	3,462.98	0.00	8,521.02
510 - PROPANE	3,984.00	0.00	3,984.00	969.47	0.00	3,014.53
560 - ELECTRICITY	8,000.00	0.00	8,000.00	2,493.51	0.00	5,506.49
21 - RECREATION	1,420.00	0.00	1,420.00	193.41	0.00	1,226.59
50 - UTILITIES	1,420.00	0.00	1,420.00	193.41	0.00	1,226.59
560 - ELECTRICITY	1,420.00	0.00	1,420.00	193.41	0.00	1,226.59
22 - BUNGANUT	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
50 - UTILITIES	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
560 - ELECTRICITY	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
31 - TRANSFER STA	6,700.00	0.00	6,700.00	1,734.27	0.00	4,965.73
50 - UTILITIES	6,700.00	0.00	6,700.00	1,734.27	0.00	4,965.73
560 - ELECTRICITY	6,700.00	0.00	6,700.00	1,734.27	0.00	4,965.73
51 - ROADS	14,500.00	0.00	14,500.00	1,975.80	0.00	12,524.20
50 - UTILITIES	14,500.00	0.00	14,500.00	1,975.80	0.00	12,524.20
560 - ELECTRICITY	14,500.00	0.00	14,500.00	1,975.80	0.00	12,524.20
148 - B&G SIGNS	5,500.00	0.00	5,500.00	1,253.05	0.00	4,246.95
21 - RECREATION	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
22 - BUNGANUT	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00

Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
148 - B&G SIGNS CONT'D						
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
31 - TRANSFER STA	500.00	0.00	500.00	14.59	0.00	485.41
60 - SUPPLIES	500.00	0.00	500.00	14.59	0.00	485.41
670 - SIGNS	500.00	0.00	500.00	14.59	0.00	485.41
51 - ROADS	4,000.00	0.00	4,000.00	1,238.46	0.00	2,761.54
60 - SUPPLIES	4,000.00	0.00	4,000.00	1,238.46	0.00	2,761.54
670 - SIGNS	4,000.00	0.00	4,000.00	1,238.46	0.00	2,761.54
150 - TFE STATION	305,772.00	0.00	305,772.00	116,619.31	0.00	189,152.69
31 - TRANSFER STA	305,772.00	0.00	305,772.00	116,619.31	0.00	189,152.69
35 - CTRCT SVS WA	290,222.00	0.00	290,222.00	109,950.02	0.00	180,271.98
310 - PROF SVS	2,700.00	0.00	2,700.00	1,615.00	0.00	1,085.00
349 - PROF SVS CAN	2,400.00	0.00	2,400.00	800.00	0.00	1,600.00
350 - PROF SVS TIP	172,197.00	0.00	172,197.00	63,753.93	0.00	108,443.07
351 - PROF SVS TW	39,750.00	0.00	39,750.00	14,170.89	0.00	25,579.11
352 - PROF SVS REC	7,350.00	0.00	7,350.00	3,655.75	0.00	3,694.25
355 - PROF SVS HAU	23,800.00	0.00	23,800.00	10,586.95	0.00	13,213.05
356 - PROF SVS HW	31,500.00	0.00	31,500.00	7,875.00	0.00	23,625.00
357 - PROF SVS HR	8,225.00	0.00	8,225.00	3,325.00	0.00	4,900.00
358 - PROF SVS HWO	2,300.00	0.00	2,300.00	667.50	0.00	1,632.50
359 - PROF SVS MET	0.00	0.00	0.00	3,500.00	0.00	-3,500.00
40 - REPAIRS & MA	8,100.00	0.00	8,100.00	4,805.76	0.00	3,294.24
450 - EQUIPMENT	8,100.00	0.00	8,100.00	4,805.76	0.00	3,294.24
50 - UTILITIES	3,500.00	0.00	3,500.00	934.05	0.00	2,565.95
580 - COMM	3,500.00	0.00	3,500.00	934.05	0.00	2,565.95
60 - SUPPLIES	2,950.00	0.00	2,950.00	929.48	0.00	2,020.52
610 - SUPPLIES	1,450.00	0.00	1,450.00	370.86	0.00	1,079.14
690 - PPG	1,500.00	0.00	1,500.00	558.62	0.00	941.38
90 - OTHER	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
920 - STATE FEE'S	500.00	0.00	500.00	0.00	0.00	500.00
930 - HEALTH & WEL	500.00	0.00	500.00	0.00	0.00	500.00
161 - PARKS & REC	13,310.00	0.00	13,310.00	2,273.96	0.00	11,036.02
21 - RECREATION	8,510.00	0.00	8,510.00	2,016.78	0.00	6,493.22
40 - REPAIRS & MA	900.00	0.00	900.00	900.81	0.00	-0.81
450 - EQUIPMENT	900.00	0.00	900.00	900.81	0.00	-0.81
80 - ADVER, PRJNT	500.00	0.00	500.00	0.00	0.00	500.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
161 - PARKS & REC CONT'D						
810 - ADVERTISE	500.00	0.00	500.00	0.00	0.00	500.00
90 - OTHER	7,110.00	0.00	7,110.00	1,115.97	0.00	5,994.03
940 - REC PROGRAMS	6,860.00	0.00	6,860.00	1,079.02	0.00	5,780.98
999 - MISC	250.00	0.00	250.00	36.95	0.00	213.05
22 - BUNGANUT	4,800.00	0.00	4,800.00	207.20	0.00	4,592.80
50 - UTILITIES	4,800.00	0.00	4,800.00	207.20	0.00	4,592.80
580 - COMM	4,800.00	0.00	4,800.00	207.20	0.00	4,592.80
171 - RES EQUIP	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
99 - NOT SPECIFIC	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
173 - RES BLDG	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
99 - NOT SPECIFIC	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
175 - RES CON SVC	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00
99 - NOT SPECIFIC	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00
95 - RESERVES	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00
970 - TOWN RESERVE	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00
177 - RES MISC	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00
99 - NOT SPECIFIC	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00
95 - RESERVES	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00
970 - TOWN RESERVE	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00
179 - RESERVES GMF	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00
91 - GMFR	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00
95 - RESERVES	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00
978 - GMFR RESERVE	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00
181 - OUTS GEN AD	320,972.00	74,630.50	395,602.50	254,187.86	4,999.99	136,414.65
11 - TOWN HALL	94,700.00	14,630.50	109,330.50	38,872.83	0.00	70,457.67
33 - CONT PROF	94,700.00	0.00	94,700.00	38,872.83	0.00	55,827.17

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
181 - OUTS GEN AD CONT'D						
310 - PROF SERV	56,500.00	0.00	56,500.00	29,047.83	0.00	27,452.17
320 - PROF SERV LE	32,700.00	0.00	32,700.00	4,325.00	0.00	28,375.00
323 - PROF SERV AU	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
90 - OTHER	0.00	14,630.50	14,630.50	0.00	0.00	14,630.50
981 - HR JOB STUDY	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00
982 - TH FEASIBILI	0.00	9,630.50	9,630.50	0.00	0.00	9,630.50
15 - CEMETERIES	11,500.00	60,000.00	71,500.00	1,043.28	4,999.99	65,456.73
37 - CONT OUT	11,500.00	60,000.00	71,500.00	1,043.28	4,999.99	65,456.73
399 - CONT SVS OTH	11,500.00	60,000.00	71,500.00	1,043.28	4,999.99	65,456.73
17 - PLANNING	41,500.00	-41,000.00	500.00	0.00	0.00	500.00
33 - CONT PROF	500.00	0.00	500.00	0.00	0.00	500.00
310 - PROF SERV	500.00	0.00	500.00	0.00	0.00	500.00
37 - CONT OUT	41,000.00	-41,000.00	0.00	0.00	0.00	0.00
399 - CONT SVS OTH	41,000.00	-41,000.00	0.00	0.00	0.00	0.00
22 - BUNGANUT	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
37 - CONT OUT	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
399 - CONT SVS OTH	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
95 - LIBRARY	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
37 - CONT OUT	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
399 - CONT SVS OTH	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
99 - NOT SPECIFIE	44,594.00	0.00	44,594.00	44,593.75	0.00	0.25
37 - CONT OUT	39,594.00	0.00	39,594.00	39,593.75	0.00	0.25
399 - CONT SVS OTH	39,594.00	0.00	39,594.00	39,593.75	0.00	0.25
90 - OTHER	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
999 - MISC	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
186 - OUTS GMFR	562,050.00	0.00	562,050.00	327,862.50	234,187.50	0.00
91 - GMFR	562,050.00	0.00	562,050.00	327,862.50	234,187.50	0.00
37 - CONT OUT	562,050.00	0.00	562,050.00	327,862.50	234,187.50	0.00
391 - GMFR PERSONN	384,804.00	0.00	384,804.00	224,469.00	160,335.00	0.00
392 - GMFR CONTRAC	177,246.00	0.00	177,246.00	103,393.50	73,852.50	0.00
191 - OTHER CIP	20,270.00	0.00	20,270.00	16,594.50	0.00	3,675.50
11 - TOWN HALL	19,970.00	-31.00	19,939.00	16,263.63	0.00	3,675.37
70 - EQUIPMENT	19,970.00	-31.00	19,939.00	16,263.63	0.00	3,675.37
710 - COMP EQUIP	3,975.00	0.00	3,975.00	2,195.00	0.00	1,780.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
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191 - OTHER CP CONT'D						
730 - OFFICE EQUIP	12,275.00	-1,111.00	11,164.00	9,268.63	0.00	1,895.37
790 - OTHER EQUIP	3,720.00	1,080.00	4,800.00	4,800.00	0.00	0.00
31 - TRANSFER STA	300.00	31.00	331.00	330.87	0.00	0.13
70 - EQUIPMENT	300.00	31.00	331.00	330.87	0.00	0.13
790 - OTHER EQUIP	300.00	31.00	331.00	330.87	0.00	0.13
195 - RSU # 57	0.00	5,503,499.35	5,503,499.35	3,210,374.65	2,293,124.70	0.00
92 - RSU # 57	0.00	5,503,499.35	5,503,499.35	3,210,374.65	2,293,124.70	0.00
90 - OTHER	0.00	5,503,499.35	5,503,499.35	3,210,374.65	2,293,124.70	0.00
999 - MISC	0.00	5,503,499.35	5,503,499.35	3,210,374.65	2,293,124.70	0.00
197 - COUNTY	0.00	300,389.91	300,389.91	300,389.91	0.00	0.00
97 - COUNTY	0.00	300,389.91	300,389.91	300,389.91	0.00	0.00
90 - OTHER	0.00	300,389.91	300,389.91	300,389.91	0.00	0.00
999 - MISC	0.00	300,389.91	300,389.91	300,389.91	0.00	0.00
199 - OVERLAY	0.00	55,445.65	55,445.65	10,007.11	0.00	45,438.54
99 - NOT SPECIFIC	0.00	55,445.65	55,445.65	10,007.11	0.00	45,438.54
90 - OTHER	0.00	55,445.65	55,445.65	10,007.11	0.00	45,438.54
999 - MISC	0.00	55,445.65	55,445.65	10,007.11	0.00	45,438.54
Final Totals	3,946,987.00	5,933,964.41	9,880,951.41	5,405,262.12	2,686,074.08	1,789,615.21

ITEM #6: (e.) CEO

From: [Marcel Desrosiers](#)
To: [Code Enforcement Officer](#)
Cc: [Selectmen Board Clerk](#); [Matt Duross](#)
Subject: Re: Board Meeting
Date: Thursday, January 5, 2023 11:29:36 AM

Thx Brenda. I'm in full agreement.

The town is in for huge liability if a public bldg
Has a hazard and someone gets hurt.

We can't be everywhere all the time but if
Something happens we can show that the
Town is pro-active and takes safety seriously
Which in turn would limit the town's liability

Marcel Desrosiers
Electrical Inspector

On Jan 5, 2023, at 10:33 AM, Code Enforcement Officer <ceo@lyman-me.gov> wrote:

Good Morning, Lindsay, I would like to be on the next Select Board Meeting to discuss the suggestion that the Board adopt the policy that any town-owned building or any building that is on town-owned property be immediately inspected by the Electrical Inspector, Fire Chief and CEO and then reinspect on a regular basis, maybe every three years thereafter, especially buildings that the public makes use of – Library, perhaps Transfer Station, maybe even Bunganut Lake buildings. There probably aren't many buildings. I'm sure the Fire Department is fine but it should be included just for the sake of record keeping. And then, any report that comes from the inspections should be provided to the Select Board.

I am copying the Fire Chief and Electrical Inspector on this email in case they want to chime in. I feel that this is important to ensure safety and that possible liability is avoided. I think it should probably be on the agenda as a stand-alone topic instead of as a part of my regular report so that if any of the public is interested in the subject, they will know it's being discussed.

Thank you

Brenda Charland
Code Enforcement Officer

11 So. Waterboro Road, Lyman, ME 04002

<[image001.png](#)>
207-247-0647

<[image002.png](#)>
207-468-3220

<[image003.png](#)>
ceo@lyman-me.gov

<[image004.png](#)>
lyman-me.gov

ITEM #6: (f.) Tax Clerk

Report to Selectmen
Month of December 2022
2022-2023 Tax Year

Real Estate Tax Commitment -	\$7,417,133.10
Personal Property Tax Commitment –	\$ 41,542.02
Total Tax Commitment:	\$7,458,675.12

Supplemental Taxes YTD:	\$ 1,895.40
Abatements Granted YTD:	\$ 4,527.90
Prior Year(s) Abatement(s) YTD:	\$ 968.61

Real Estate / Personal Property Tax Payments Collected	\$ 38,033.08
Includes Current, Delinquent, Prepayments, and Lien Payments for the month.	

Monthly Excise Tax

Excise Tax Received	
Vehicles registered here at office:	\$ 60,203.66
Online Rapid Renewal Service	<u>13,720.31</u>
Total Vehicle Excise	\$ 73,923.79
Boat Excise	
Boats registered here at office:	\$ 00.00
Online Registration Service	<u>\$ 30.40</u>
Total Boat Excise	\$ 30.40
Total Excise	\$ 73,954.19
Excise Tax Reimbursement 10/23/2022	\$ 9,877.52
Excise Tax Collected by State	
Year-to-date excise collection	\$ 628,297.48

Respectfully submitted: Susan J. Bellerose, Tax Collector

TOWN OF LYMAN

Memorandum

To: Members of the ARPA Committee
Select Board

From: Jeanette Lemay - Treasurer

Date: 1/9/2023

RE: ARPA Expenditures

As we get closer to expending the ARPA funds, I would like to remind you of the following requirements in doing so.

Contracts in excess of \$10,000:

- Must have a competitive bid (see Bernstein Shur's Uniform Guidance & ARPA Funding Page 2)
- Must include a termination for cause or convenience clause (see Bernstein Shur's Uniform Guidance & ARPA Funding Page 3)
- Must include and agreed upon (in writing) the Civil Rights Act clause as stated on the Assurances of Compliance with Civil Rights Requirements page 2

Contracts under \$10,000:

- It's recommended that we have at least three quotes.
- Must include and agreed upon (in writing) the Civil Rights Act clause as stated on the Assurances of Compliance with Civil Rights Requirements page 2

Thank you.



Jeanette Lemay
Treasurer

As of 01/09/2023

ARPA

REVENUE

9/30/21	238,533.29
1/4/22	277.13
6/24/22	238,810.43
Total	477,620.85

EXPENSE

3/21/22	(6,839.73)	SCBA
5/5/22	(18,348.00)	SCBA
5/5/22	(81,720.00)	SCBA
5/5/22	(2,998.50)	SCBA
10/17/22	(1,611.71)	Stryker
12/5/22	(10,981.39)	Stryker
1/17/22	(9,979.18)	Stryker
Encumbered	(23,968.31)	Stryker
TBD	(10,000.00)	Compactor Repairs
TBD	(67,500.00)	Replace 3 Retaining walls TRF
TBD	(15,000.00)	Pave the back area TRF
TBD	(30,000.00)	Improve Lighting TRF
TBD	(30,000.00)	Repair/Replace Canopies
TBD	(7,000.00)	Replace 2 Retaining Walls Salt Shed
TBD	(4,000.00)	Improve Lighting Salt Shed
Total	(319,946.82)	

INTEREST

FY 2022	468.64
FY 23 YTD	188.39
Total	657.03

GRAND TOTAL 158,331.06

Uniform Guidance & American Rescue Plan Act Funding

By: Phil Saucier & Amanda Methot

In Brief

Did you know reporting is not the only requirement for use of American Rescue Plan Act (ARPA) funds? Federal Uniform Guidance rules apply as well. Uniform Guidance? Never heard of it? Don't worry, we've got you covered.

What You Should Know

Uniform Guidance can be found at 2 CFR Part 200, and it establishes uniform administrative, cost principles, and audit requirements for federal awards to non-federal entities. Below we have included an overview of the requirements for financial management, procurement, and contracting for non-federal entities.

Financial Management

The financial management system of a non-federal awardee must provide:

- Identification in its system that the account is a federal award, including award identification number, year, and name of federal agency
- Records that identify the source and application of the funds for federally funded programs and projects (e.g., receipts, invoices, and contracts are common source documentation)
- Written procedures that describe how the awardee will minimize the time between receipt of funds from the federal agency and the disbursement of funds to applicable activities

In addition, each awardee must maintain internal control of funds and must report any deviations from program budgets that were submitted on the Treasury Portal.

Procurement

The table below describes the types of procurements that awardees must undertake using ARPA funds. **Note:** all bids/RFP's must be open and competitive.

Non-competitive bids are allowed if:

- the contract is less than \$10,000,
- the item is only available from a single source,
- the public emergency will not permit a delay resulting from a public competitive bid process,
- the awarding agency expressly authorizes a non-competitive procurement process
- after solicitation competition is determined to be inadequate.

Procurement Type	When It Can Be Used	Process and Procedure
Micro-purchase	<ul style="list-style-type: none"> • Applies to the purchase of property, supplies or services. • Contract is under micro-purchase threshold of \$10,000 	<ul style="list-style-type: none"> • Purchase can be made without going to bid or obtaining quotes • Unit of government can choose to lower these thresholds. The change in thresholds must be documented
Small Purchase	<ul style="list-style-type: none"> • Applies to the purchase of property, supplies, or services • Contract is for more than \$10,000 but less than \$250,000 	<ul style="list-style-type: none"> • Price or rate quotations must be obtained from at least two sources • Unit of government can choose to lower these thresholds. The change in thresholds must be documented
Sealed Bids	<ul style="list-style-type: none"> • Contract for goods or services exceeds \$250,000 • Construction contracts, regardless of contract price 	<ul style="list-style-type: none"> • Bids must be publicly advertised • Contract must be for a firm fixed price • Complete, adequate, and realistic specification our purchase description is made available. • Bid must be solicited from an adequate number of qualified sources (government website and paper of general circulation) • Bid must be opened publicly • Bid must provide for sufficient response time • Contract award must be made to the lowest responsible bidder
Request for Proposals (RFP)	<ul style="list-style-type: none"> • Used for fixed price or cost reimbursement contracts • Can only be used when conditions are not appropriate for sealed bids 	<ul style="list-style-type: none"> • RFP's must be public and identify all evaluation factor • Unit of government must have a written method for evaluating proposals • Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the unit of government

Contracts

All federally funded contracts that the non-federal entity enters into will need to contain the following provisions:

- Contracts for more than \$10,000 must address termination for cause or convenience
- Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors breach contract terms, and provide for penalties as appropriate
- Construction contracts must contain the “Equal Employment Opportunity” clause found at 41 CFR 60-1.4(b)

Contracts over \$100,000 will require an anti-lobbying amendment, see sample amendment [here](#)

Bottom Line

Local governments should review the requirements, compare them to their current policies and procedures, and consult with legal counsel to evaluate. In addition, we recommend that all ARPA awardees review 2 CFR Part 200 Subpart D, as this section describes the requirements most applicable to local governments.

To learn more, visit our Municipal & Governmental Services Practice Group webpage or contact us with questions [here](#).

PUBLICATIONS

24 May 2012

DEP Proposed Rule: Allow Diesel ASTs in Sand & Gravel Aquifers

PUBLICATIONS

16 May 2012

Court Holds City's Policy is Unconstitutional

PUBLICATIONS

1 Jun 2012

ME Has Already Adopted Four International Codes: Will
It Adopt The New International Green Construction Code
Next?

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Town of Lyman

09/16/2021

Recipient

Date

Signature of Authorized Official

William P. Sigel Chairman of the Board

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

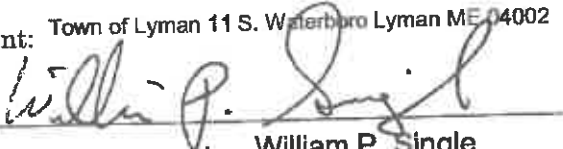
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] Town of Lyman 11 S. Waterboro Lyman ME 04002	DUNS Number: [Recipient to provide] 026528724 Taxpayer Identification Number: [Recipient to provide] 01-6000248 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Town of Lyman 11 S. Waterboro Lyman ME 04002


Authorized Representative: William P. Single

Title: Chairman - Lyman Board of Selectmen

Date signed: 09/16/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ITEM #7: (c.) Mail Subscription Request, email

From: [Town Clerk](#)
To: [Selectmen Board Clerk](#)
Cc: [Thomas Hatch](#); [Jessica Picard](#)
Subject: RE: Rabies clinic
Date: Monday, January 9, 2023 8:55:58 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

What ever needs to be done. I don't have a copy of that policy in my book. May I please have a copy so I can include it. This is a great opportunity for those not able to get veterinarian appointments before Feb. 1st, which is when the State kicks in the \$25 late fee for licensing dogs.

Thank you,
Polly

From: Selectmen Board Clerk <selectboard@lyman-me.gov>
Sent: Friday, January 6, 2023 4:00 PM
To: Town Clerk <townclerk@lyman-me.gov>
Cc: Ralph Blackington <RalphB@lyman-me.gov>; Thomas Hatch <thomash@lyman-me.gov>; Jessica Picard <jessicap@lyman-me.gov>; John Tibbetts <johnt@lyman-me.gov>; David Alves <davida@lyman-me.gov>
Subject: RE: Rabies clinic

Hi Polly,


Per our policy this will need select board approval.


Best regards,


Lindsay Gagne

Select Board Clerk
FOAA officer

11 So. Waterboro Rd Lyman, ME 04002

 207-247-0642

 207-499-7562

 selectboard@lyman-me.gov

 lyman-me.gov

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Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return e-mail. Thank you for your cooperation.

From: Town Clerk <townclerk@lyman-me.gov>
Sent: Friday, January 6, 2023 3:02 PM
To: Selectmen Board Clerk <selectboard@lyman-me.gov>
Subject: FW: Rabies clinic

From: Valerie Cole <outlook_CE5D89E9B5522246@outlook.com>
Sent: Friday, January 6, 2023 1:27 PM
To: Town Clerk <townclerk@lyman-me.gov>
Subject: Rabies clinic

Good Afternoon-

Would you please post the following in your email newsletter?

Thank you!

Valerie Cole
Andy's Agway
207-282-2998

RABIES CLINIC Saturday, Jan 28th, 10-2 for dogs, cats, small animals. Location is Andy's Agway, 13 Cole Farm Rd (off River Rd) in Dayton. \$15 for rabies vaccine, \$25 for microchipping. No appt needed but PLEASE- dogs on leashes, cats and others in carriers. Dr Claire Tusch is the attending veterinarian.
FMI 207-282-2998

Sent from [Mail](#) for Windows

Town of Lyman Communications & Social Media Policy

SECTION 1 – PURPOSE

The purpose of this policy is to establish guidelines for the creation, use, and distribution of public communications and social media as a means of informing the citizens of Lyman.

For purposes of this policy, communications and social media are understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, Blogs, YouTube, Twitter, and LinkedIn. For purposes of this policy “comments” include information, articles, pictures, videos, or any other form of communicative content posed on a Town of Lyman’s social media site.

SECTION 2 – STATEMENT

The Town of Lyman (Town) has an overriding interest and expectation in deciding what is “spoken” on behalf of the Town regarding public and social media. The chosen means of active communication between the Town and its citizens are local newspapers, electronic newsletters, electronic e-mails, postcards, postal correspondence, postal newsletter, local community posters, public meetings, Facebook and the Town website.

Content for announcements can be created by town officials, town employees. These announcements reflect matters and issues of common public interest and information that relates to the Town’s functions, objectives and mission. The Select Board or their designees will approve the content generated by any party other than that provided by town officials. If content is generated by any party other than town officials, it must meet the test of common public interest and must be nonpartisan and noncommercial.

SECTION 3 – GENERAL MANAGEMENT

The establishment and use by any Town department of the Town’s public and social media are subject to approval by the Select Board designee. Town communication and social media sites should make clear that they are maintained by the Town and they follow the Town’s Communications & Social Media Policy. The Select Board or their designee will monitor content on the Town Communications and social media sites to ensure adherence to both the Town’s Communications & Social Media Policy and the interest and goals of the Town. The Town will approach the use of communications and social media tools as consistently as possible, enterprise wide.

Whenever possible, Town social media sites should link back to the official Town of Lyman’s website for forms, documents, online services, and other information necessary to conduct business with the Town. The Town’s website at www.lyman-me.gov will remain the town’s primary and predominant internet presence.

All Town public and social media communications and/or sites shall adhere to applicable federal, state and local laws, regulations, and policies. All town public and social media communications and/or sites are subject to the Maine Freedom of Access Act. Any content maintained in a social media format that is related to Town business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.

Employees representing the Town via public and/or social media communications must conduct themselves at all times as representatives of the Town in accordance with all Town policies. When a Town employee responds to a comment in his/her capacity as a Town employee, he/she shall not share personal information about himself/herself or other Town employees.

The Town reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Any content removed based on these guidelines must be retained by the Select Board designee for a reasonable period of time including the time, date and identity of the person or organization posting, when available. Comments on topics or issues not within the jurisdictional purview of the Town may be removed. This policy may be amended at any time by the Select Board. These guidelines shall be made available to users by hyperlink.

SECTION 4 – CONTENT

As a public entity, the Town must abide by certain standards to serve all its constituents in a civil and unbiased manner. Comments containing any of the following inappropriate forms of content shall not be permitted in or on any town public and social media form of communications. Town sites are subject to removal and/or restriction by the Select Board of their designee:

- Comments not related to the original topic, including random or unintelligible comments.
- Profane, obscene, violent or pornographic content and or language.
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender or national origin.
- Defamatory or personal attacks.
- Threats to any person or organization.
- Comments in support of or in opposition to any political campaigns or ballot measures.
- Solicitation of commerce, including but not limited to advertising of any business product for sale.
- Conduct in violation of any federal, state, or local law.
- Encouragement of illegal activity.
- Information that may tend to compromise the safety or security of the public or public systems.
- Content that violates a legal ownership, such as copyright or any party.

A comment posted by a member of the public on any town public or media site is the opinion of the commentator or poster only and publication of a comment does not imply endorsement of, or agreement by, the Town, not do such comments necessarily reflect the opinions of policies of the Town.

The Town reserves the right to deny access to Town public or social media sites for any individual who violates Communications & Social Media Policy, at any time and without prior notice.

All comments posted to any Town Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://facebook.com/terms.php>, and the Town reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent that Facebook takes appropriate and reasonable responsive action.

Adopted by the Town of Lyman Select Board this 7th day of January, 2019.


John Tibbets


David Dulong


William Single


Thomas Guillemette


Ralph Blackington

**SERVICE AGREEMENT
Mowing and Landscape Maintenance**

THIS AGREEMENT is made this 17th day of **January, 2023** by and between the **INHABITANTS OF THE TOWN OF LYMAN**, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter “**TOWN**”, “**OWNER**”) and **William PJ Single / KCB Landscaping**, (hereinafter “**Contractor**”).

WITNESSETH

WHEREAS, after due consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

I. SCOPE OF SERVICES

The **CONTRACTOR** shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled: “Mowing Bid Specs” (hereinafter Exhibit A) that it shall do everything required by this agreement, the conditions of the agreement (together with the general, supplementary and other conditions, if any), in return for payment as agreed to as follows:

Year 1 (March 1, 2023 – November 30, 2023) \$48,420.84

Year 2 (March 1, 2024 – November 30, 2024) \$48,420.84 plus federal cost of living

Year 3 (March 1, 2025 – November 30, 2025) \$Year 2 amount plus federal cost of living

Year 4 (March 1, 2026 – November 30, 2026) \$Year 3 amount plus federal cost of living

Year 5 (March 1, 2027 – November 30, 2027) \$Year 4 amount plus federal cost of living

Federal cost of living increase will be determined annually based off the cost-of-living adjustment as reported by Social Security administration

The **CONTRACTOR** shall be responsible for the professional quality, timely completion, and the coordination of all services furnished by the **CONTRACTOR** under this Agreement. The **CONTRACTOR** shall, without additional compensation, correct or revise any errors or deficiencies in his services. Deficiencies are defined as willful or negligent acts that distort or falsify or otherwise fail to comply to the terms of agreement or meet the state of the art of the products and services developed and provided hereunder, or willful or negligent non assignment of personnel or assignment of unqualified personnel to perform duties hereunder.

Neither Town’s review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the **CONTRACTOR** shall remain liable in accordance with applicable law for all damages to Town caused by the **CONTRACTOR’S** willful or negligent performance of any of the services furnished under this Agreement.

II. TERM: AGREEMENT SUBJECT TO ANNUAL APPROPRIATION: EXTENSION OF TERM

The term of this agreement shall be for five (5) years for a period commencing March 1st and be completed on or by November 30th the same year, each year of this contract, unless sooner terminated as provided herein. The Town holds the option to renew contract beyond the five (5) years upon mutual agreement between the parties. The Town holds the option to NOT renew for any reason. Each year of this agreement is subject to the appropriation by the annual Town Meeting. If the Town Meeting fails to authorize such funding during any year of this Agreement, the parties shall negotiate the contract price for that year, or this Agreement shall be suspended until sufficient funds are appropriated. The Town holds the option to NOT renew the contract on poor performance.

Required services to be performed shall be completed strictly according to the request for proposal and specifications entitled "Mowing Bid Specs", Exhibit A. **CONTRACTOR'S** failure to adequately perform mowing and landscape maintenance per this Agreement shall be cause for termination of this contract pursuant to Paragraph XII.

III. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the **TOWN**, its officers, employees and agents from and against all claims, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance (or nonperformance) of the work required under this Agreement and is caused in whole or in part by an intentional or negligent act or omission of **CONTRACTOR**, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified under this paragraph. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity if that would otherwise exist as to a party or person described in this paragraph.

IV. INSURANCE

CONTRACTOR shall provide the following insurances

Public Liability Insurance (or Commercial General Liability) in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect the **CONTRACTOR** and the **TOWN** from claims and damages that may arise from operations under this Agreement, whether such operations be by **CONTRACTOR** or by anyone directly or indirectly employed by it. In the event of any amendment to the Maine Torts Claims Act, 14 M.R.S.A §8101-8118, that increases the limitation of liability of the **TOWN** under such Act, **CONTRACTOR** shall increase its amount of coverage so that it is not less than the limitation of the liability of the **TOWN** established under the Act.

Automobile Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit, to protect the **CONTRACTOR** and the **TOWN** from claims and damages that may arise from operations under this Agreement, whether such operations be by **CONTRACTOR** or by anyone directly or indirectly employed by it. In the event of any amendment to the Maine Torts Claims Act, 14 M.R.S.A §8101-8118, that increases the limitation of liability of the **TOWN** under such Act, **CONTRACTOR** shall increase its amount of coverage so that it is not less than the limitation of the liability of the **TOWN** established under the Act

Worker's Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. If in the event the Contractor is not required to carry workers compensation according to Maine law, then the Contractor must provide the Town with an approved independent contractors status from the State of Maine.

In addition, the contractor must complete and submit a document entitled “Town of Lyman, Hold Harmless Agreement” as per Town Policy and submit a W9 form, if not already on record.

Deductible Amount: The deductible amount in any insurance policy required under this section shall not exceed Twenty-Five Thousand Dollars (\$25,000) without the prior written consent of the **TOWN**.

All such insurance policies shall name the **TOWN** and its officers, agents, and employees as additional insureds, except that purpose of Workers’ Compensation Insurance, **CONTRACTOR** instead may provide a written waiver of subrogation rights against the **TOWN**, as permitted by Maine law. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Maine, shall be in form satisfactory to the **TOWN** and shall contain a provision prohibiting cancellation except upon at least thirty (30) days’ prior written notice to the **TOWN** and shall contain a complete waiver by the insurer of subrogation against the **TOWN**. All such insurance policies will be primary in the event of a loss arising from **CONTRACTOR’S** performance and shall provide that where there is more than one insured, the policy will operate, except for the limitations of liability, as if there were a separate policy covering each insured. **CONTRACTOR** shall not commence work under the Agreement until it has obtained all insurance coverages required under this subparagraph and any insurance policies have been approved by the **TOWN**.

All such insurance policies shall have a retroactive date which is earlier of the date of the Agreement between the parties or **CONTRACTOR’S** commencement of services hereunder.

V. PERMITS AND LICENSES

CONTRACTOR shall be responsible for the cost, acquisition and maintenance of any permits or licenses necessary for the performance of work under this Agreement.

VI. SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR

CONTRACTOR will furnish all vehicles, materials, personnel, tools, and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

The term of this agreement shall be commencing March 1st, 2023 and be completed by November 30th, 2023 And for four (4) additional years, 2024, 2025, 2026, 2027 unless sooner termination as provided herein. The Town holds the option to renew contract upon mutual agreement between parties. When the specification calls for a task (e.g. mowing) to be completed multiple times over the course of the contract, **CONTRACTOR** shall ensure that it schedules those tasks with appropriate frequency so that all Town grounds are kept neat and properly landscaped at all times.

CONTRACTOR’S failure to adequately maintain Town grounds by allowing them to become overgrown or unsightly shall be cause for termination of this contract pursuant to Paragraph XII.

VII. CONTRACTOR’S OBLIGATIONS

The **CONTRACTOR** warrants:

- a. That it will furnish all vehicles, materials, personnel, tools, and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

- b. That it is financially solvent, is experience in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.
- c. That it has carefully examined the Request for Proposals and Specifications, this Agreement and the site of services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.
- d. That the **CONTRACTOR** will commence any and all maintenance **AFTER** 7:00 AM (EST)

VIII. CONTRACT PRICE/ PROGRESSIVE PAYMENTS

CONTRACTOR shall submit for **OWNER'S** approval, a monthly invoice for 1/9 the yearly amount to be paid each month for nine (9) months starting in March of the year 2023. The **OWNER** shall pay **CONTRACTOR** such approved amounts within thirty (30) days from **OWNER'S** receipt of said invoice.

IX. ASSIGNMENT

Neither party to the contract shall assign the Agreement without the written consent of the other. **CONTRACTOR** shall not assign any monies due or to become due to it hereunder without the previous written consent of the **TOWN**.

X. GUARANTEE

To the extent construction or materials are provided in the provision of services hereunder, the **CONTRACTOR** and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one (1) year from the date of the **OWNER'S** written acceptance of the project, and agree to repair or replace at no cost or expense to the **OWNER** all work, materials and fixtures at any time during said (1) one-year period.

The **CONTRACTOR** represents that in performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professional in the field.

XI. DISPUTES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between **CONTRACTOR** and **TOWN** arising out of or relating to the Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties exclusive venue for any such civil action shall be in York County, Maine

XII. TERMINATION

Either party may terminate this contract without cause upon thirty (30) days prior written notice to the other party. In the event of such termination, **TOWN** shall pay **CONTRACTOR** for all work satisfactorily performed prior to the actual termination. Furthermore, if the **CONTRACTOR** fails to perform according to the terms of this contract at the time and in the manner specified, **TOWN** shall have all legal and equitable remedies including termination for cause effective immediately upon written notice to **CONTRACTOR**. The **CONTRACTOR** will be paid for all work which is

satisfactorily done by that time and **TOWN** shall have no obligation or liability to **CONTRACTOR** for any remaining balance or compensation under the contract.

XIII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

CONTRACTOR shall be responsible for compliance with all applicable local, state, and federal laws and regulations, and any applicable amendments thereto.

XIV. ENTIRE AGREEMENT: AMENDMENTS

This Agreement and its Exhibits represent and contain the entire agreement between the parties. Any amendments to this Agreement shall be in writing and shall be signed by both **OWNER** and **CONTRACTOR**.

XV. SUBCONTRACTS

The **CONTRACTOR** shall not sublet any part of this Agreement without the prior written permission of the **OWNER**. The **CONTRACTOR** agrees that it is fully responsible to the **OWNER** for the acts and omissions of its subcontractors and if persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

As part of this work required the application of pesticides, company may be required to produce a Maine Pesticides License, whether by subcontract company license.

XVI. USE OF PREMISES

The **CONTRACTOR** shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the **OWNER** may, by written and mutual consent, without prejudice to any of its rights of the **CONTRACTOR**, enter in and make sure of such completed parts of the project. Such use or occupancy shall in no case be construed as acceptance of any work, materials, or services.

XVII. CLEANING UP

The **CONTRACTOR** shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or services, and at the completion of the services it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the **OWNER** may remove rubbish and charge the cost to the **CONTRACTOR**.

XVIII. OWNERSHIP OF DOCUMENTS

All drawing, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the **OWNER** and be promptly delivered to the **OWNER** upon completion of services under this Agreement or sooner upon **OWNER'S** request or the termination of this Agreement. The **CONTRACTOR** shall be

responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the **CONTRACTOR**

XIX. DISCLAIMER

CONTRACTOR has inspected the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Agreement

XX. FORCE MAJEURE

Provided such part gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party as, but not limited to, strikes, lockouts, or failure of supplies or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

XXI. NON-WAIVER

Failure of a party to this Agreement to enforce a provision of this Agreement shall not constitute a waiver of the right to enforce any subsequent breach of that provision or any other provision of the Agreement.

XXII. RELEASE OF INFORMATION

During the performance of services, any material, prepared or assembled by the **CONTRACTOR** under this Agreement shall not be made available to any individual or organization by the **CONTRACTOR** other than as called for herein without prior written authorization from the **OWNER**

XXIII. NOTICES

Any notices required under the terms of this Agreement shall be sent via United States mail, postage pre-paid, first class, return receipt requested, to the following:

TOWN: **Lyman Select Board
Town of Lyman
11 South Waterboro Rd
Lyman, ME 04002**

CONTRACTOR: **KCB Landscaping
Attn: William PJ Single
107 Munnick Point Rd
Lyman, ME 04002**

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF LYMAN has caused this agreement to be signed and sealed by its Select Board hereunto duly authorized, and **KCB Landscaping** has caused this Agreement to be signed and sealed by **William PJ Single** hereunto duly authorized, the day and date first above written.

Ralph Blackington, Chair

John Tibbetts

Thomas Hatch, Vice Chair

Jessica Picard

David Alves

Date

Contractor

Witness

Position

Date

Exhibit A
Town of Lyman
Mowing Bid Specs

Location	Task	Quantity	Description of Task
Bunganut Field	Aerate	3	Aerate areas showing compaction clean up all leaves and debris left over from winter
Bunganut Field	Spring cleanup	1	Clean up all leaves and debris.
Bunganut Field	Fall clean up	1	Clean up all leaves and debris
Bunganut Field	Mow outside of ball field by concession stand	26	Area is between ball field and street. Also area from concession stand to parking lot
	Mow ball field inside of ball fence	26	Normal mowing will be 3" (inches). At end of July
Bunganut Field	Mow ball field second time	10	Mow second time for ten weeks up to the start of September
Bunganut Field	Overseed thin grass areas	3	Use Kentucky Blue Grass - three Varieties Minimum Apply Starter fertilizer
Bunganut Field	Open irrigation system, spring	1	Connect suction line and prime pump. Check each zone ,and adjust heads for proper coverage and
Bunganut Field	Check irrigation operation and coverage	3	irrigation system check in June ,July, August
Bunganut Field	Winterize irrigation system	1	Drain system and blow out each zone with compressed air
Bunganut Field	Hook up pump from pond	1	Install pump on 2" line from Bunganut pond to irrigation pond
Bunganut Field	Winterize pump from pond	1	Drain line from Bunganut pond to irrigation pond and remove pump for winter storage
Bunganut Field	Rd1 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Bunganut Field	Rd2 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Bunganut Field	Rd3 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Bunganut Field	Rd4 fertilizer grub	1	Fertilizer with insect and grub control. Maximum rate application
Bunganut Field	Rd5 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Bunganut Field	Spot spray for weeds	3	Spot spray clover and weeds with momentum
Bunganut Field	Lime	1	Apply Lime at regular rate
Bunganut Field	Soil test	1	Submit to U of Maine or Siteone for analysis
Bunganut Field	Infield grooming, remove grass growth and grade infield	3	Remove grass and weeds from infield and grade for
Bunganut Field	Dethatch lawn entire complex	1	Dethatch and bag debris

Exhibit A
Town of Lyman
Mowing Bid Specs

Location	Task	Quantity	Description of Task
Bunganut Lower Parking Lot	Mow	12	Mow at 3" (inches)

Location	Task	Quantity	Description of Task
Bunganut Park	Spring Clean Up	1	Cleanup all leaves and debris left over from winter
Bunganut Park	Mow all grass areas	24	Mow at 3" (inches)
Bunganut Park	Soil Test	1	Submit to U of Maine or Siteone for analysis
Bunganut Park	Rd1 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Bunganut Park	Rd 2 fertilizer with grub control	1	Fertilizer with insect and grub control. Maximum rate application
Bunganut Park	Rd 3 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Bunganut Park	Fall cleanup	1	Cleanup all leaves and debris
Bunganut Park	Lime	1	Apply Lime at regular rate

Location	Task	Quantity	Description of Task
Chadbourne Field	Spring Cleanup	1	Cleanup all leaves and debris left over from winter
Chadbourne Field	Fall Cleanup	1	Cleanup all leaves and debris
Chadbourne Field	Soil Test	1	Submit to U Maine or Siteone for analysis
Chadbourne Field	Mow	26	Mow at 3" (inches)
Chadbourne Field	Rd 1 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Chadbourne Field	Rd 2 Fertilizer with grub control	1	Fertilizer with insect and grub control. Maximum rate application
Chadbourne Field	Rd 3 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Chadbourne Field	Lime	1	Apply Lime at regular rate
Chadbourne Field	Infield Grooming	3	Remove grass and weeds from infield and grade for baseball operation.

Location	Task	Quantity	Description of Task
Rhodes Hall	Spring Cleanup	1	Cleanup all leaves and debris left over from winter
Rhodes Hall	Mow	6	
Rhodes Hall	Fall Cleanup	1	Cleanup all leaves and debris

Exhibit A
Town of Lyman
Mowing Bid Specs

Location	Task	Quantity	Description of Task
Fire Dept.	Spring Cleanup	1	Cleanup all leaves and debris left over from winter
Fire Dept.	Fall Cleanup	1	Cleanup all leaves and debris
Fire Dept.	Soil Test	1	Submit to U Maine or Siteone for analysis
Fire Dept.	Mow	24	Mow at 3" (inches)
Fire Dept.	Rd 1 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Fire Dept.	Rd 2 Fertilizer with grub control	1	Fertilizer with insect and grub control. Maximum rate application
Fire Dept.	Rd 3 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Fire Dept.	Lime	1	Apply Lime at regular rate

Location	Task	Quantity	Description of Task
Monument Square	Spring Cleanup	1	Cleanup all leaves and debris left over from winter
Monument Square	Mow	12	Mow at 3" (inches)
Monument Square	Fall Cleanup	1	Cleanup all leaves and debris
Monument Square	Rd 1 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Monument Square	Rd 2 Fertilizer with grub control	1	Fertilizer with insect and grub control. Maximum rate application
Monument Square	Rd 3 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Monument Square	Lime	1	Apply Lime at regular rate
Monument Square	Trim trees in yard	1	

Location	Task	Quantity	Description of Task
Town Hall	Spring Cleanup	1	Cleanup all leaves and debris left over from winter
Town Hall	Mow	24	Mow at 3" (inches)
Town Hall	Dethatch lawn	1	
Town Hall	Rd1 Fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Town Hall	Rd2 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Town Hall	Rd3 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Town Hall	Rd4 fertilizer grub	1	Fertilizer with insect and grub control. Maximum rate application
Town Hall	Rd5 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application

Exhibit A
Town of Lyman
Mowing Bid Specs

Location	Task	Quantity	Description of Task
Town Hall	Rd6 fertilizer slow release	1	75% slow release fertilizer. Maximum rate application
Town Hall	Spot Spray for weeds	3	Spot spray clover and weeds with momentum
Town Hall	Lime	1	Apply Lime at regular rate
Town Hall	Soil Test	1	Submit to U of Maine or Siteone for analysis
Town Hall	Mulch Gardens	1	Use at least 1" (inch) of dark mulch
Town Hall	Weed gardens	3	Weed three (3) times through season
Town Hall	Trim tree branches/ tree line	1	All around property
Town Hall	Fall Cleanup	1	Cleanup all leaves and debris

ITEM #7: (f.) Plowing Contract Dayton Snow Fighters

WINTER ROADS MAINTENANCE AGREEMENT

This contract is between the Inhabitants of the Town of Lyman (referred to as "we" or "our" or "the Town" and **Dayton Snow Fighters** (referred to as "you, Your, You're, Contractor, Independent Contractor"). When this contract refers to you, it includes your employees and agents. The subject of this contract is winter road maintenance (sanding, salting, and plowing).

1. SERVICES: What and When

You agree to remove ice and snow and control ice on the sections of all Lyman town ways ("roads") listed in the attached Exhibit A.

This agreement is for a five (5) year period beginning on May 1, 2023 and terminating on April 30, 2028 with a two (2) year option to extend to April 30, 2030. The Town holds the option to renew the contract for Two (2) year periods, and biannually, beyond the initial Two (2) year extension as offered herein. The Town holds the option to not renew for any reason.

2. INDEPENDENT CONTRACTOR

You and your agents and employees, during the performance of this contract, shall act in an independent Contractor capacity and not as officers or employees or agents of the Town of Lyman. Any manpower needed to fulfill the obligations of this contract shall be employed by you and you shall be solely responsible for complying with applicable state and federal laws including, but not limited to, worker's compensation law, employment security law and minimum wage law. You shall ensure compliance with all commercial vehicle operation laws, including drug and alcohol testing for all employees holding commercial drivers license certifications. We assume no liability for testing or follow-up procedures to ensure your compliance.

As an independent Contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition. All equipment must be available for inspection by the Select Board and/or Road Commissioner by August of each year and must have a valid State of Maine Inspection Sticker and registration throughout the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- A) You will commence plowing and sanding operations when snow on the pavement has reached a depth of one-half inch (1/2") if the snow is wet and one inch (1") if dry. Operations will continue until highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided, snow will be removed three and one-half feet (3 1/2') to the outside of the shoulders of the highways. You must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half-hour period.
- B) You will follow Maine Department of Transportation's methods and precautions of plowing and sanding (copy provided to you). Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by you and will be monitored by the Town.

- C) The Town agrees to provide sufficient sand and salt for operations required by the agreement. You agree to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to such locations when necessary. The Road Commissioner and /or Select Board will determine salt usage.
- D) You will remove compacted snow and ice from highways, insofar as possible, so that three and one-half feet (3 ½') of pavement will be exposed on each side of the centerline.
- E) You will reimburse the Town for the replacement of guardrail, guardrail posts, signs, or sign posts which are damaged by reason of snow removal operations under this agreement, if the Road Commissioner or Select Board determines, in their sole discretion, that such damage could reasonably have been avoided by you.
- F) You will perform duties for the Town before proceeding to private contracts. Town-owned equipment and sand will not be used by you for private use.
- G) The Road Commissioner will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by you.
- H) You agree to maintain and make available for your responsibilities under this contract a minimum of five (5) trucks with sanders and a loader.
- I) You will follow the Standard Operating Procedures (SOP) currently in place for the Salt Shed regarding salt and sand handling and containment.

4. INSURANCE

You shall provide the following insurances

- A) Public Liability Insurance (or Commercial General Liability) in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect the You and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by You or by anyone directly or indirectly employed by it. In the event of any amendment to the Maine Torts Claims Act, 14 M.R.S.A §8101-8118, that increases the limitation of liability of the TOWN under such Act, You shall increase its amount of coverage so that it is not less than the limitation of the liability of the TOWN established under the Act.
- B) Automobile Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit, to protect the You and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by You or by anyone directly or indirectly employed by it. In the event of any amendment to the Maine Torts Claims Act, 14 M.R.S.A §8101-8118, that increases the limitation of liability of the TOWN under such Act, You shall increase its amount of coverage so that it is not less than the limitation of the liability of the TOWN established under the Act

- C) Worker's Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. If in the event the Contractor is not required to carry workers compensation according to Maine law, then the Contractor must provide the Town with an approved independent Contractor status from the State of Maine.

In addition, the You must complete and submit a document entitled "Town of Lyman, Hold Harmless Agreement" as per Town Policy and submit a W9 form, if not already on record.

Deductible Amount: The deductible amount in any insurance policy required under this section shall not exceed Twenty-Five Thousand Dollars (\$25,000) without the prior written consent of the TOWN.

All such insurance policies shall name the TOWN and its officers, agents, and employees as additional insureds, except that purpose of Workers' Compensation Insurance, Contractor instead may provide a written waiver of subrogation rights against the TOWN, as permitted by Maine law. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Maine, shall be in form satisfactory to the TOWN and shall contain a provision prohibiting cancellation except upon at least thirty (30) days' prior written notice to the TOWN and shall contain a complete waiver by the insurer of subrogation against the TOWN. All such insurance policies will be primary in the event of a loss arising from Your performance and shall provide that where there is more than one insured, the policy will operate, except for the limitations of liability, as if there were a separate policy covering each insured. You shall not commence work under the Agreement until it has obtained all insurance coverages required under this subparagraph and any insurance policies have been approved by the TOWN.

All such insurance policies shall have a retroactive date which is earlier of the date of the Agreement between the parties or Your commencement of services hereunder.

5. BILLS AND CLAIMS

Except as otherwise noted in paragraph 1 above, as an independent Contractor, you are responsible for all bills for labor, material, equipment and fuel and other items that are incurred in the performance of this contract. The Town will not pay such bills.

6. ENTIRE AGREEMENT: AMENDMENT

This Agreement and its Exhibits represent and contain the entire agreement between the parties. Any amendments to this Agreement shall be in writing and signed by both parties.

7. BREACH OF CONTRACT

If you fail to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract.

In the event of a breach, the Town (through its Road Commissioner or Select Board) shall immediately give oral notice to you. You will then be required to perform within a reasonable time. "Reasonable time" may vary depending on the nature of the breach and road and weather conditions. In the event that you still do not (for whatever reason) perform your duties in the time stated, the Town shall have the following options:

- A) Terminate This Contract: The Town may terminate the contract by sending you a written notice, stating the reason for termination. You will be paid for all work that is satisfactorily done by that time, but the remainder of the money due you under this contract may be used to obtain another You to maintain the roads. Likewise, money from your bond may be used to cover this cost.
- B) Substitution: The Town may hire a substitute contractor to plow and sand the roads for any period of time we consider necessary. This substitution will be paid with money from your bond. If there are problems obtaining the bond money, substitution will be paid from the remainder of any money due to you (but unearned) under this contract.
- C) The Town may also seek any other legal remedies available to enforce this contract.

8. INDEMNIFICATION

You agree to hold the Town, its officers, agents and employees harmless from any claim for death, injury, property damage or other loss, which may result from your performance of road maintenance under this contract. In the event that such a claim is made against the Town, its officers, agents or employees, you will defend the Town and you will pay any amount (indemnify) for which the Town may be held liable in a legal action for such claims.

9. SUPERVISION AND CONTROL

As an independent Contractor, you have the right and duty to supervise and control your own employees, agents and equipment. The Road Commissioner has the right to inspect road maintenance operations and notify you of any problems, errors or non-performance. The Road Commissioner may order that work be done in a satisfactory manner, to be determined by him. He may also determine the priority of roads to be plowed and sanded.

10. NON-ASSIGNMENT

You may not assign this contract without the written consent of the Select Board.

11. NON-APPROPRIATION

Each year of this Agreement is subject to the appropriation by Annual Town Meeting. If the Town Meeting fails to authorize such funding during any year of this Agreement, the parties shall negotiate the contract price for that year, or this Agreement shall be suspended until sufficient funds are appropriated.

12. DISPUTE RESOLUTION

In the event of dispute regarding the terms and conditions of this Agreement, the parties agree to mediate in good faith prior to pursuing litigation.

13. PAYMENT SCHEDULE

Payment schedule will be per month; payments to be made on an eleven month basis starting July through May of each contract years.

2023-2024 \$

July 1, 2023 - April 30, 2024 - \$ month	May 15, 2024 \$450,000.00
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2024-2025 \$

July 1, 2024 - April 30, 2025 - \$ month	May 15, 2025 \$463,500.00
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2025-2026 \$

July 1, 2025 – April 30, 2026 - \$ month	May 15, 2026 - \$477,400.00
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2026-2027 \$

July 1, 2026 – April 30, 2027 - \$ month	May 15, 2027 - \$491,800.00
---	------------------------------------

2027-2028 \$

July 1, 2027 – April 30, 2028 - \$ month	May 15, 2028 - \$506,500.00
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***Contractor agrees to pay no more than \$6.00/gallon of diesel fuel during the initial 5-year contract. If fuel exceeds \$6.00/gallon the Town of Lyman will reimburse the Contractor, the excess amount.**

***Should the Governor declare an official state of emergency and additional support equipment is needed to open roads, the Town of Lyman will be billed a fair market value.**

***During the initial 5-year contract, Contractor agrees to haul, mix, and stockpile sand/salt at fair market value.**

TWO YEAR OPTION:

2028-2029 \$

July 1, 2028 – April 30, 2029 - \$ month	May 15, 2029 - \$
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2029-2030 \$

July 1, 2029 – April 30, 2030 - \$ month	May 15, 2030 - \$
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In witness whereof, the said Inhabitants of the Town of Lyman has caused this agreement to be signed and sealed by its Select Board hereunto duly authorized, and Dayton Snow Fighters has caused this Agreement to be signed and sealed by Paul. G Poirier hereunto duly authorized, this **17th Day of January year 2023.**

WITNESS

Signature

Contractor Signature

Print Name

Print Name

Title

Date: _____

INHABITANTS OF THE TOWN OF LYMAN

Ralph "Rusty" Blackington (Chair)

Thomas Hatch (Vice Chair)

David Alves, Select Board

Jessica Picard, Select Board

John Tibbetts, Select Board

EXHIBIT A
LYMAN TOWN ROAD LIST (2022)

Alewive Road	
Alfred Road	Hunters Lane
Bartlett's Bridge Road	Jasons Way
Beaulieu Drive	John Street
Birch Acres	Kennebunk Pond Road
Blackberry Lane (PLOWED BY WATERBORO)	Lords Lane
Blue Jay Road	Mast Road
Brock Road	Middle Road
Causeway	Murphy's Way
Caya Lane	New Road
Church Street	New Road Circle
Clarks Bridge Road	Oak Way
Country Way	Old Falls Road
Davis Road	Old Kennebunk Road
Day Road	Old North Berwick Road
Deer Hill Road	Oscar Littlefield Road
Deering Ridge Road (PLOWED BY WATERBORO)	Poor Farm Road
Desert Brook	Rhode Island Avenue
Drown Lane	Rustic Lane
Fawn Circle	Ruth Lane
Fox Meadow Run	Shaker Hill Road (PLOWED BY ALFRED)
Frost Road	Shore Road
Fryes Bridge Road	South Street
Galaxy Drive	South Waterboro Road
Goodwin Mills Road	Spikehorn Circle
Grasshopper Lane	Stoney Brook Lane
Graves Road	Tibbetts Lane
Hamilton Road	Village Circle
Hanson Lane	Walker Road
Hill Road	Whitetail Way
Homestead Drive	Williams Road
Howitt Road	Lyman Salt Shed
Huff Road	

EXHIBIT B
SCOPE OF WORK

- A) Commence plowing and sanding operations when snow on the pavement has reached a depth of one-half (1/2") inch if the snow is wet, and one (1") inch if the snow is dry. Operations will continue until highways are cleared of snow to the outside shoulders. During severe storms of drifting, plows will be operated so as to maintain two-way traffic. Immediately after extreme conditions have subsided, snow will be removed three and one-half (3 1/2') feet to the outside of the shoulders of the highways. Contractor MUST have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half-hour period.
- B) Contract must follow Maine Department of Transportation's methods of precautions of plowing and sanding.
- C) Contractor will agree to pay particular attention to the sanding of hills, curves, and intersections, and to apply extra sand and salt to such locations when necessary. Road Commissioner and/or Select Board will determine salt usage.
- D) Contractor will remove compacted snow and ice from highways, insofar as possible, so that three and one-half feet (3 1/2 ') of pavement will be exposed on each side of the centerline.
- E) Contractor will reimburse the Town for the replacement of guardrail, guardrail posts, signs, or sign posts which are damaged by reason of snow removal operations if the Road Commissioner determines that such damage could have reasonably been avoided by the Contractor.
- F) Contractor will perform duties for the Town before proceeding to private contracts
- G) Road Commissioner will set priorities in the maintenance of primary and secondary roads, said priority to be followed by Contractor.
- H) Contractor will supply and maintain a minimum of five (5) trucks with sanders, and loader in the salt shed.
- I) Contractor will follow the Standard Operation Procedure (SOP) currently in place for the Slat Shed regarding salt and sand handling and containment.
- J) The Town will supply 1500 tons of salt and 4000 yards of sand to be mixed with salt and 400 tons of salt to be applied directly to the roads. If more salt is deemed necessary, the Town will supply it at the Town's expense. (Contractor agrees to haul, mix and stockpile said materials at fair market value)
- K) Major intersections, when snow build up is high enough as to impair vision from oncoming traffic, snow will be moved by the Contractor.
- L) Snowbanks will be pushed back as far as possible after the storm is complete as to allow for drainage when there is thaw or rain.

ITEM#7: (j.) PO's Cemetery Tree Removal

PURCHASE ORDER

TOWN OF LYMAN
11 South Waterboro Rd.
Lyman, ME 04002
(207) 499-7562



PO # 1610

DATE: 1/7/23

VENDOR:

Breakwood
Larry Blanchette
207-432-4951

SHIP TO:

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	Tree Removal - LCC			
TOTAL				4999.00

Supervisor Approval

181-15-37-39

Account #

Board Approval

Specifications:

- 1) Purchase order must be signed by one Selectman to be valid
- 2) We DO NOT pay partial purchase orders (all orders must be completed for payment)
- 3) VOID after 30 days

PURCHASE ORDER



TOWN OF LYMAN
11 South Waterboro Rd.
Lyman, ME 04002
(207) 499-7562

PO # 1611

DATE: 1/9/23

VENDOR:

Breakwood
Larry Blanchette
207-432-4951

SHIP TO:

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	Tree Removal - LLC			
TOTAL				4999.00

Supervisor Approval

181-15-37.394

Account #

Board Approval

Specifications:

- 1) Purchase order must be signed by one Selectman to be valid
- 2) We DO NOT pay partial purchase orders (all orders must be completed for payment)
- 3) VOID after 30 days

PURCHASE ORDER



TOWN OF LYMAN
11 South Waterboro Rd.
Lyman, ME 04002
(207) 499-7562

PO # 1614

DATE: 1/10/23

VENDOR:

Breakwood
Larry Blanchette
207-432-4951

SHIP TO:

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	Tree Removal - LCC			
TOTAL				4999.00

Supervisor Approval

181-1537399

Account #

Board Approval

Specifications:

- 1) Purchase order must be signed by one Selectman to be valid
- 2) We DO NOT pay partial purchase orders (all orders must be completed for payment)
- 3) VOID after 30 days

PURCHASE ORDER



TOWN OF LYMAN
11 South Waterboro Rd.
Lyman, ME 04002
(207) 499-7562

PO # 1607

DATE:

1/12/23

VENDOR:

Breakwood
Larry Blanchette
207-432-4951

SHIP TO:

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	Tree Removal - LCC			
TOTAL				499.00

Supervisor Approval

181-1537-399

Account #

Board Approval

Specifications:

- 1) Purchase order must be signed by one Selectman to be valid
- 2) We DO NOT pay partial purchase orders (all orders must be completed for payment)
- 3) VOID after 30 days