

Town of Lyman
Select Board Regular Meeting Agenda
Tuesday February 21st, 2023 – Lyman Town Hall

Welcome to the February 21st, 2023, Regular Meeting of The Lyman Board of Selectmen.
This meeting is a public proceeding and is being recorded.

PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION

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

ITEM #1 **SPECIAL OFFERS/ PRESENTATIONS**

- a. Tony Vigue – Franchise agreement

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

- a. Public Input – *Public in attendance will have up to 5 minutes to address the Board. Please use the podium to address the board.*
- b. Mail •Historical Society, Budget Expense Report
- c. Complaints

ITEM #3 **MINUTES**

- a. Review / Approve meeting minutes 1/18/2023
- b. Review / Approve meeting minutes 2/6/2023

ITEM #4 **SIGN WARRANTS**

- a. Payroll Warrant #36 in the amount of **\$23,889.33**
- b. Accounts Payable Warrant #37 (FY2023) in the amount of **\$104,591.68**

ITEM #5 **UNFINISHED BUSINESS**

- a. Discuss procedure around lock box and key.
- b. Bunganut Park Memo
- c. Transfer Station ARPA funds – RFP. Discuss timelines.
- d. IT Contracting services – RFP. Discuss timelines.

ITEM #6 **DEPARTMENT AND COMMITTEE REPORTS**

- a. Road Commissioner –
- b. Fire Chief –
- c. Kennebunk Pond Beach Committee – Dave Alves Liaison Report/update
- d. Treasurer – Expense Summary Report 2-16-23
- e. CEO –
- f. Tax Clerk –
- g. Town Hall Expansion Committee –
- h. Other -

ITEM #7 **NEW BUSINESS**

- a. Review Audio Video Recording Equipment Use policy.
- b. Assessor request for Board of Assessment Review
- c. Review Committee Application received for Local Health Officer
- d. Town Clean Up day – Organizer is seeking suggestions/recommendations.
- e. Review / Approve Purchase Order. Assessor Training

OTHER
ADJOURN

ITEM #1: (a.) Tony Vigue, Franchise Agreement Review

CABLE TV FRANCHISE AGREEMENT Between the Town of Lyman, Maine and Spectrum Northeast, LLC By Charter Communications, Inc. Its Manager

Table of Contents

1. Statement of Agreement	3
2. Title	3
3. Parties.....	3
4. Notices (Communications)	4
5. Grant of Authority.....	4
6. Term.....	5
7. Governing Law	5
8. Effect of Acceptance.....	65
9. Definitions.....	6
10. Construction and Maintenance	12
11. Operations	16
12. Insurance	17
13. Performance Bond	19
14. Records and Reports	2120
15. Franchise Fee	2322
16. Public, Educational and Governmental Access (PEG).....	2423
17. Build-out	2726
18. Cable Service to Municipal Buildings	2827
19. Rates & Services	2827
20. Rights of Individuals	2928
21. Unauthorized Connections/Continuity of Service	3130
22. Subscriber Complaints	3130
23. Penalties	3231
24. Transfers	3432
25. Successors/Assigns	3735
26. Renewal.....	3736
27. Revocation and Termination.....	3736
28. Abandonment.....	3937

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29. Expiration of Agreement.....	3938
30. Changes in Law.....	3938
31. Amendments	4038
33. Miscellaneous	4038

Administrative Issues

1. Statement of Agreement

This Franchise Agreement (the "Franchise") is made and entered as of _____, 2022 between the Town of Lyman, Maine (the "Town" or "Local Franchise Authority") and Spectrum Northeast, LLC LKA Charter Communications ~~Time Warner Cable Northeast LLC~~ (hereinafter "Company" ~~or "Time Warner Cable"~~) a Delaware corporation organized and existing in good standing under the laws of the State of Maine.

2. Title

This Franchise Agreement shall be known and cited as the "Lyman, ME Cable Television Franchise". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

3. Parties

A. Town

1. Name: Town of Lyman
2. Contact: Board of Selectmen
3. Mailing Address: 11 So. Waterboro St., Lyman, ME 04002
4. Telephone: (207) 499-7562

B. Company

1. Name: Spectrum Northeast, LLC
2. ~~LKA/ABY:~~ Charter Communications, Inc. Its Manager
3. Contact: Local Franchising
4. Mailing Address: 400 Old County Road
Rockland, ME 04841
5. ~~Telephone:~~ 800-833-2253

C. Company Local Business Office

As required by 30-A M.R.S.A. §3010 (1)(B) and 47 CFR §76.309(c)(1)(v), Company shall maintain a conveniently located business office that must be open during usual business hours and have a listed toll-free telephone number capable of receiving complaints, requests for adjustments and service calls.

- ~~1. Business Office Address:~~ 118 Johnson Road, Portland, ME 04102
- ~~2. Toll-free Customer Service Number:~~ 1-800-233-2253

D. Addresses

Such addresses may be changed by either party upon 30-days prior written notice to the other party.

4. Notices (Communications)

All notices required to be provided in this Agreement shall be provided in writing via e-mail, overnight or certified mail to:

1. Company: to the Company contact at the mailing address in Section 3
2. Town: to the Town contact at mailing address in Section 3

5. Grant of Authority

Pursuant to the authority in 30-A M.R.S.A. §3008 and 3010 and applicable federal law, and subject to the terms and conditions set forth herein, the Town of Lyman as the Local Franchise Authority, hereby grants a non-exclusive, revocable cable television franchise to ~~the Company Time Warner Cable~~ authorizing and permitting the Company to own, construct, upgrade, install, operate and maintain a Cable Television System within the Town of Lyman.

A. Franchise Area

Company is hereby granted by the Town, where it has the right to do so, the right and privilege to own, construct, reconstruct, erect, operate and maintain, in the Town of Lyman (herein called the "Franchise area" or "Town"), in, upon, along, across, above, over and under the Rights of Way now laid out or dedicated, and all extensions thereof and additions thereto, poles, wires, cables, antennae, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures used for the maintenance and operation of physical facilities located in the Rights of Way, including the Cable System. In the event of annexation by the Town, any new territory shall become part of the area covered upon sixty (60) days advance written notice by the Town to the Company. Nothing in this Franchise shall be construed to prohibit the Company from offering any service over its Cable System that is not prohibited by federal or State law.

B. Limited Grant

This Franchise is intended to convey rights and interests in accordance with applicable law as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Company any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant. The Town reserves any powers, rights, or privileges it now has or may later acquire in the future to use, perform work on, or to regulate the use of, and to control the Right-of-Way in a non-discriminatory manner as to all users of the rights of way, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including but not limited to, constructing, altering, removing, paving, widening, grading, or excavating.

C. Non-Exclusivity

Company's rights and privileges are non-exclusive and the Town expressly reserves the right to grant other such franchise agreements in the Town provided, however, that any such additional franchise shall not be on terms and conditions that are materially more favorable or less burdensome than those provided for herein. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Town or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Town, the Town shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Company. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Company, Town shall, within thirty (30) days of a written request from Company, modify this Franchise to ensure that the corresponding obligations applicable to Company are no more costly or burdensome than those imposed on the new competing provider. Nothing in this Section shall be deemed a waiver of any remedies available to Company under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545. ~~Notwithstanding the preceding, any additional non-cable TV services subsequently offered by Company, and that are allowed under state and federal law, may not be carried over cable lines/Right of Way until authorized by the Town, provided, however, that any such additional franchise shall not be on terms and conditions that are materially more favorable or less burdensome than those provided for herein. If any provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Town or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Town, the Town shall ensure that the terms applicable to such other prover are no more favorable or less burdensome than those applicable to Company. Upon the effective date of any such franchise, the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization shall replace the corresponding provisions in Company's franchise.~~

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D. Eminent Domain not Conferred

No privilege or power of eminent domain is bestowed to Company by the Town by this grant of this Franchise.

6. Term

This Franchise shall commence on _____, 2023 (the "Effective Date"), and shall expire ten (10) years thereafter, on _____, 2033, unless renewed, revoked or terminated sooner as herein provided.

7. Governing Law

This Franchise Agreement shall be governed by and be subject to federal law, all applicable FCC rules and regulations and the laws and rules of the State of Maine. Company shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement

except that this provision shall not limit Company's right to initiate a proceeding or to remove a proceeding to the United States District Court for the District of Maine.

8. Effect of Acceptance

By accepting the Franchise, Company and the Town: (1) acknowledge and accept each party's legal right to execute and enforce the Franchise; and (2) accept and agree to comply with the provisions of this Agreement and generally-applicable, non-discriminatory municipal ordinances ~~and (3) neither party will raise any procedural claims attempting to invalidate the agreement.~~ ; and (3) neither party will raise any procedural claims attempting to invalidate the agreement.

9. Definitions

For the purpose of this Franchise Agreement, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, words used in the present tense included the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory, except where noted. Where the following definitions differ from or are in conflict with definitions in applicable Federal law, it is the express intent that the definition in applicable Federal or State law shall take precedence.

1. **Affiliate or Affiliated Person:** An entity which owns or controls, is owned or controlled by, or is under common ownership with a Cable Operator.
2. **Area Outage:** An area outage occurs when cable or equipment is damaged, fails, or otherwise malfunctions (collectively called "malfunctions"), and ten or more Subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.
3. **Basic Cable Service:** The ~~lowest~~ service tier transmitted to all Subscribers, which includes, ~~at a minimum, (a) the transmission of local all-signals-of-domestic~~ television broadcast stations entitled to "must carry" status under FCC rules, and (b) any public educational and governmental programming required by this Franchise Agreement to be carried on the basic tier if required by applicable law.
4. **Broadcast:** Over-the-air transmission by a radio or television station.
5. **Cable Act:** Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996,

Public Law No. 104-104, 110 Stat. 56 (1996), as the same may be amended from time to time.

6. **Cablecast:** Programming (exclusive of Broadcast signals) carried on the Cable System.
7. **Cable Service or Service:** The one-way transmission to Subscribers of video programming or other programming service, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
8. **Cable System:** Shall be defined in accordance with Section 602 of the Cable Act. ~~A facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a head end service area. This shall mean~~ a the facility serving the Town owned, constructed, installed, operated and maintained by Company, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the ~~Communications~~able Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of ~~the Cable Act this title,~~ or (e) any facilities of any electric utility used solely for operating its electric utility systems.
9. **Channel or Video Channel:** A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.
10. **Company:** ~~Time Warner Cable Spectrum Northeast, LLC, and~~ any lawful successor(s) to the interest of such Person or Persons.
11. **Contractor or Subcontractor or Agent:** Any person or entity who or which directly or indirectly works for or is under the direction of “The Company” for the purpose of installation or repair of any portion of the Company’s Cable system in the Town.
12. **Converter:** A special tuner or device attached to the Subscriber’s television set that expands reception capacity and/or unscrambles coded signals distributed over the Cable System.

13. **Designated Access Provider:** The entity or entities which may be designated from time to time by the Town to provide PEG access to the residents of the Town of Lyman.
14. **Downstream Channel:** A channel over which Signals travel from the Cable System Head end to an authorized recipient of programming.
15. **Downstream Transmission:** Signals traveling from the head-end to the Subscriber's location.
16. **Drop or Cable Drop:** The interconnection between each home or building and the feeder cable of the Cable System.
17. **FCC:** The Federal Communications Commission or any successor agency.
18. **Feeder Cable:** The cable, connected to trunk cable, from which cable television signal service is distributed to multiple Subscribers, as distinguished from trunk cable (which distributes cable television service throughout the Franchise area) and drop cable.
19. **Franchise Agreement:** The non-exclusive Cable Television License to be granted to Company by this instrument to include the right, privilege and franchise to construct, operate and maintain a Cable System, and appurtenances or parts thereof, in the Streets, roads, alleys, and other Public Ways of the Town.
20. **Gross Annual Revenue:** Revenue of any form or kind received by the Company from the carriage of Cable Service including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues. Gross Annual Revenue shall not include any taxes or fees other than franchise fees on services furnished by Company imposed directly on any Subscriber or user by any governmental unit and collected by Company for such governmental unit. In the event that an Affiliate is responsible for advertising on the Cable System in the Town, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues excluding commissions and/or applicable agency fees, paid to the Company by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. It is the intention of the parties here to that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Cable services. Gross Annual Revenue shall be computed in accordance with Generally Accepted Accounting Principles.

21. **Head-end:** A company owned or leased facility through which Broadcast and cablecast signals are electronically acquired, translated, or modified for distribution over the Cable System.
22. **Interactive Service:** Any service that offers to Subscribers the capability of both transmitting and receiving Signals of any kind.
23. **Institutional Network or I-Net:** A communication network which is available only to municipal and educational institutions for non-commercial purposes.
24. **Leased Channel or Leased Access:** A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
25. **Town:** The Town of Lyman, Maine, or its successor.
26. **Origination Point:** A connection to the cable system which is provided to allow for live or recorded programming to be transmitted from that location Upstream to the Head-end and from there Downstream to the Subscribers over one or more access channels, also referred to in this Agreement as a return feed.
27. **Other Programming Service:** Information that Company may make available to all Subscribers generally.
28. **Outlet:** An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable System.
29. **Parent:** When used in reference to Company, any Person holding direct or indirect ownership or control of thirty percent (30%) or more of the rights of control of Company; and any Person holding such ownership or control of a Parent to Company.
30. **Pay Cable or Premium Service:** Optional programming delivered for a fee or charge to Subscribers on a per-channel basis, or as a package of services.
31. **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or time basis.
32. **PEG Facility Transmission Equipment:** Equipment which is owned and maintained by the Company and is associated with the interconnection of PEG transmission facilities between a PEG facility and the Company's head end within the Company's cable system as well as the formatting of PEG programming for transmission to the subscriber.
33. **PEG Programming:** Public, Educational, and Governmental programming that is of local interest and non-commercial.

34. **Person:** Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual, or group of individuals acting in concert.
35. **Programming or Video Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
36. **Public Building:** All state accredited public schools, police and fire stations, public libraries, Town Hall, and other public buildings owned or leased by the Town, but shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.
37. **Public Way, Streets or Rights-of-Way:** The surface of, and the space above and below, any public Street, highway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, Public Way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town, in the Town which shall entitle the Company to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Street" or "Public Way" shall also mean any easement now or hereafter held by the Town within the Town for the purpose of public travel, or for utility or public service use dedicated for public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Company to the use thereof for the purposes of installing or transmitting the Company's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Town shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
38. **Signal:** Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.
39. **State:** The State of Maine.
40. **Subscriber:** Any person, firm, corporation, or other entity who or which elects to subscribe to for any purpose, a Cable Service provided by the Company by means of, or in connection with, the Cable Television System.

41. **Subscriber Network:** The 750 MHz bi-directional-capable network to be owned and operated by the Company, over which Cable Service(s) can be transmitted to Subscribers.
42. **Town:** The Town of Lyman, Maine or its successor(s).
43. **Transfer:** The disposal by the Company directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership or control of the System or of the Franchise Agreement to a Person, or a group of Persons acting in concert.
44. **Two-way Capability:** The ability to transmit Signals upstream and downstream on the Cable System.
45. **Upstream Channel:** A channel over which Signals travel from an origination point to a system distribution point.
46. **Upstream Transmission:** Signals traveling from origination points on the Cable System to a cable distribution point.

10. Construction and Maintenance

A. General Provisions

1. Quality

In the construction, reconstruction, maintenance and repair of the Cable System, Company shall ensure the Cable System meets the rules and regulations of the Federal Communications Commission.

2. Compliance with Laws and Regulations

All work, including all working conditions and facilities, associated with the construction, operation, maintenance, repair and removal of the Cable System shall comply with:

- a. All applicable Federal Laws, Rules and Regulations;
- b. All applicable State Laws, Rules, Regulations and Codes, including generally applicable building and electrical codes; and,
- c. All generally applicable ordinances, including zoning ordinances, of the Town.

Company shall obtain all generally applicable permits before commencing any construction, reconstruction, repair, maintenance, or other work or property use in the public rights of way. Permits for emergency work shall be obtained as soon as possible, but in the event of extreme adverse weather or other emergency condition, Company shall submit a permit as soon as reasonably practicable, no event later than one business day after the work is begun. The grant of permits by the Town shall be timely and shall not be unreasonably withheld.

3. Public Ways Hazards

Any openings or obstructions in Streets or other municipal or public property made by Company shall be guarded and protected at all times by the placement of adequate barriers, fences, boardings, or other protective devices at the sole expense of Company. During the periods of dusk and darkness, the protective devices shall be clearly designated by warning lights.

4. Tree Trimming

Company shall have the authority to trim any trees upon and overhanging the Town's Streets or Public Ways to the minimum extent necessary to

prevent the branches of such trees from coming in contact with the wires and cables of Company; provided that, except for incidental trimming done by Company employees in the course of performing their other duties, any tree trimming within the rights of way of the Town's Streets and Public Ways done by Company shall take place only after providing 48-hour notice to the Board of Selectmen's Clerk. In performing tree trimming, Company shall use its best efforts to avoid any unnecessary damage or injury to trees, and shall comply in all respects with any Town ordinances governing tree trimming.

5. Restoration of Damage

Company, at its sole expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the Cable System, so as to return the damaged property to a condition as good as reasonably possible before the damage was done. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration. Absent force majeure, such restoration shall be made insofar as reasonably possible within fifteen business days, weather permitting, after Company's receipt of notification from the owner of the property so damaged unless otherwise mutually agreed by Company and the property owner; provided, that if any such damage involves curbs, sidewalks or driveways, the damage shall be repaired to the satisfaction of the Town (curbs and sidewalks) or the owner or tenant in possession of the property (driveways) within ten business days. Company shall provide the Town with immediate notice for any damage Company causes to: Streets, water-mains, storm or sanitary sewers, or other public facilities. If Company does not make the repairs to such public facilities, Company shall be financially liable for the reasonable cost of any repairs. If Company fails to make such restoration on a timely basis, the Town may fix a reasonable time for such restoration and repairs and shall notify Company in writing of the restoration and repairs required and time fixed for performance hereof. Upon failure of Company to comply within the specified time period, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Company upon demand by the Town.

6. Contractors, Subcontractors and Agents

All contractors, subcontractors and agents of Company must be properly licensed under all applicable federal, state and local laws and regulations and carry proper identification.

7. Emergency Power

The Cable System shall incorporate equipment capable of providing standby powering of the Headend and all Subheadends for a minimum of four hours.

B. Cable System Location

1. Map of Physical Facilities

With reasonable advanced notice to Company, the Town shall have the right to inspect street maps which identify the location of all trunk and feeder runs including underground. Said maps will be maintained by Company and available for review at Company's office upon request without fee or charge.

2. Location of System

Wherever available to Company on reasonable terms and conditions, the distribution system shall use the existing facilities of the public utilities. Poles shall not be installed for the sole purpose of supporting a portion of the distribution system without written justification and approval of the Town, which approval shall not be unreasonably withheld, pursuant to the Town's generally applicable law, ordinances, rules and regulations.

- a. Where the cable or wire facilities of the public utilities are installed underground at the time of Cable System construction for new developments or housing, Company shall install its cable distribution system underground. Vaults and pedestals shall be suitably landscaped.
- b. In all areas where public utility lines are aerially placed, if subsequently during the term of this Franchise Agreement such utility lines are relocated underground, Company shall similarly relocate its cable distribution system underground at ~~Company's~~ ~~its~~ ~~sole~~ expense. However, if other owners of utility lines or other users are entitled to reimbursement for such relocation costs and the source of funding for said reimbursement allows it, Company shall have its relocation costs reimbursed as well.

3. No Interference with Rights of Way

Except during temporary construction, installation, or maintenance activities, all lines, cables and distribution structures, and equipment, including poles and towers, erected, installed or maintained by Company within the Town shall be located so as not to obstruct or interfere with the proper use of Streets and Public Ways and to cause minimum interference with the rights of property owners who abut any of the said Streets and Public Ways, and not to interfere with existing public utility installations.

Company shall not place new poles, towers or other obstructions in Streets or Public Ways, or relocate existing poles, towers or other obstructions, without first obtaining the Town's approval, which approval shall not be unreasonably withheld. As with all other users of the public rights-of-way, Company shall have no vested right in any location, and such construction shall be removed by Company at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location or any future operation or location of said Streets or Public Ways by the Town for a municipal purpose not in competition with Company.

Company shall at all times comply with applicable state laws including but not limited to 35-A M.R.S.A. Chapter 25 (e.g., pole location permits) and 23 M.R.S.A. §2351 (excavation permits).

4. Construction by the Town

If at any time during the term of this Franchise Agreement the Town shall elect to alter, or change the grade or location of any Street, or shall engage in any construction, reconstruction, widening, repairs or other public works in, on or under the Streets, Company shall, upon reasonable notice by the Town, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures ("fixtures") at its own expense, and in each instance comply with the Town's generally applicable, non-discriminatory standards and specifications. If other owners of utility lines or other users are entitled to reimbursement of costs for relocations required by this section and the source of funding for said reimbursement allows it, Company shall have its relocation costs reimbursed as well.

5. No Interference with Other Fixtures

Company shall not place fixtures above or below ground where the same will unreasonably interfere with any existing or fully permitted gas, electricity, telephone fixtures, water hydrants, or other utility use, and all such fixtures placed in or upon any Street shall be so placed as to comply with all generally applicable requirements of the Town or other state authority.

6. Temporary Relocations

Company shall, on request of any Person holding a permit issued by the Town or other appropriate authority, temporarily move its fixtures to permit the moving or erection of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the Person requesting same, and Company shall be given reasonable notice to arrange for such temporary relocation. Company shall bear any expense to temporarily move

its fixtures to permit the moving or erection of ~~municipally publicly~~ owned or constructed buildings or other objects.

C. Communications

1. Company Notice

Except in an emergency, and except for interruptions of four hours or less, Company shall give Subscribers notice, if practical, of any interruption of service for purposes of maintenance or repair in accordance with applicable law. In an emergency, Company shall give such notice as is reasonable in the circumstances. Notice given on the alphanumeric channels on Basic Cable Service shall be considered sufficient. During the rebuild of the Cable System, Company shall not be required to provide 24 hour notice of any interruption of service if such interruption is the direct result of rebuild work. However, Company shall be required to provide written notification to Subscribers and the Town of planned rebuild work schedules and when Subscribers may experience service interruptions in excess of four hours. Company shall use its best efforts to minimize the length of any service outage due to the rebuild. ~~Company shall promptly notify the Town in writing of any significant interruption in the operation of the Cable System. For this purpose, a “significant interruption” shall mean any interruption of more than four hours to more than ten Subscribers.~~

2. Subscriber Requesting Maintenance

Subscribers may request maintenance at the Business Office of Company or by calling the toll-free telephone number each of which is required by 30-A M.R.S.A. §3010(1)(B).

3. Company Responses

Company responses to such requests shall be governed by the applicable standards of the Federal Communications Commission and state law.

4. Subscriber-Owned Equipment Excluded

The requirements for maintenance and repair shall not apply to Subscriber television or radio receivers or other Subscriber-owned equipment.

11. Operations

A. Performance Standards

1. System Design

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- a. Upon written request, Company shall provide the Town with a description of the current system design and operational standards. Such description shall include at a minimum, Cable materials, (i.e. coaxial cable or fiber), the bandwidth capacity of the system in MHz, the channel capacity of the system, bi-directional capability, overall measured system reliability and performance in respect to FCC requirements and any other relevant standards that the Company may wish to describe.
- b. If the Company elects to upgrade its system in the Franchise Area, the Company shall notify the Town.

2. Operations

The Cable System shall be constructed, operated and maintained to comply with all applicable standards of the Federal Communications Commission.

~~B. Performance Testing~~

~~The Town is entitled to review copies of FCC Proof of Performance upon request.~~

~~C. Emergency Alert System~~

Company shall comply in full with the requirements for an Emergency Alert System (EAS) as provided in FCC regulations, 47 CFR Part 11, and with any applicable State emergency notification requirements not preempted by Federal law.

~~D. Video Recording Device/Cable Compatibility~~

Company shall comply with applicable Federal Communication Commission standards for compatibility with consumer electronics equipment.

12. Insurance

A. Company Insurance

1. Company shall maintain insurance throughout the term of this Franchise and any removal period, with an insurance company authorized to conduct business in the State of Maine, protecting as required in this Franchise, Company and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System ~~by Company Grantee-~~

The amount of such insurance for liability for damage to property shall be One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Policy will contain a provision that the Town will be provided thirty (30) days' written notice prior to any cancellation, material modification or non-renewal.

2. Company shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00). Policy will contain a provision that the Town will be provided thirty (30) days' written notice prior to any cancellation, material modification or non-renewal.
3. All insurance coverage, including Workers' Compensation shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of the Company. Policy will contain a provision that the Town will be provided thirty (30) days' written notice prior to any cancellation, material modification or non-renewal.
4. Company shall provide the Town with certificates of insurance upon execution of this Agreement and at any time thereafter upon request.

B. Insurance to be provided by subcontractors

1. All Contractors and subcontractors shall provide adequate insurance coverage.

B. Insurance to be provided by Subcontractors

All contractors and subcontractors shall provide adequate insurance coverage.

CBBC. Indemnification of the Town

Company hereby indemnifies and holds harmless the Town, its selectmen, officers, agents, employees, members of boards and committees, ~~with respect to the construction, installation, operation and maintenance of the Cable System, harmless~~ from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description, other than as a result of the negligence of the Town, ~~including reasonable attorney's fees including reasonable attorney's fees,~~ resulting from claims, negligent acts or omissions of Company, its agents or employees, in the construction, operation, maintenance, repair or service of its Cable System, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Company's performance under this Franchise Agreement. In the event of the commencement of any action against the Town, or its selectmen, officers, agents, employees, or

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members of boards and committees which is within the scope of this indemnification, the Town will give prompt notice thereof to Company ~~within fifteen (15) business days after the Town is formally served in any such action, and so that Company has sufficient time to retain counsel and prepare a timely response. after consultation with the Town.~~ Company will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the Town and to settle or compromise any claims and the Town shall cooperate fully. The Town's failure to give timely notice to Company of the commencement of any such action shall ~~not~~ relieve Company of its obligations under this section unless such failure to give timely notice causes actual prejudice to Company's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the Town, or any such action, or any claim therein, shall be made by Franchisee Company, or by counsel selected by Franchisee Company, without the approval of the Town, which approval shall not be unreasonably withheld.

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~~Except for settlements involving only the payment of money, no settlement which creates an obligation for the Town, or any such action, or any claim therein, shall be made by Company or by counsel selected by Company without the approval of the Town, which approval shall not be unreasonably withheld. The extent of the indemnification agreement will not be limited by the requirements for liability insurance in this Agreement.~~

D. Indemnification of Company

The Town will indemnify Company for any and all claims arising out of programming of PEG channels, except where Company or its agents or employees provided the programming.

E. Municipal Immunities

The provisions of this section, including the indemnity provisions in sub-sections C and D and the procurement by Company of insurance policies meeting the requirements of this section 12, shall not be interpreted or construed to effect any waiver, suspension, release or alteration of or to any and all immunity or other immunities or damage limits as may be available to the Town by law.

13. Performance Bond

A. Performance Bond

Company shall obtain and maintain during the term of this Franchise Agreement, at its sole cost and expense, and file with Town, an irrevocable performance bond, running to the Town, with a surety authorized to do business as a surety in the State of Maine, to guarantee the faithful performance by Company of all of its obligations

under this Franchise Agreement. Such performance bond shall be in the amount of at least ~~ten twenty-five~~^{Fifteen} thousand dollars (\$~~15+0~~¹⁵,000).

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B. Conditions

The performance bond shall provide, but not be limited to, the following conditions. There shall be recoverable by the Town, jointly and severally from the principal and surety, subject to the provisions in Section 23(C), within 30 days after written request by the Town, any and all penalties due to the Town and any and all damages, losses, costs and expenses suffered or incurred by the Town resulting from the failure of Company to comply with the material provisions of this Franchise Agreement. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses. Not less than thirty days' prior notice to the Town shall be provided of Company's or the surety's intention to cancel, materially change, or not to renew the performance bond.

C. Forfeiture

Subject to the provisions in Section 23C, the total amount of the bond or security fund shall be forfeited in favor of the Town in the event Company fails to complete any construction or rebuild obligations or breaches any material provision of this Franchise Agreement. Neither the provisions of this Section, nor any bonds accepted by the Town pursuant hereto, nor any damage recovered by the Town there under, shall be construed to excuse unfaithful performance by the Cable Operator or limit the liability of the Cable Operator under this Ordinance or the Franchise Agreement for damages, either to the full amount of the bond or otherwise.

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D. Replenishment

In the event that any portion of the performance bond is forfeited or withdrawn for any reason, Company shall be required to post an additional bond in an amount equal to the forfeiture within 30 days of the date of the forfeiture or withdrawal. Failure to post an additional bond on a timely basis shall constitute a violation of a material provision of this Franchise Agreement within the meaning of Section 23 hereof.

E. Town Rights

The rights reserved to the Town with respect to the Performance Bond are in addition to all other rights of the Town, whether reserved by this Franchise Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such sections shall affect any other rights the Town may have.

14. Records and Reports

A. Availability of Records to the Town

Upon reasonable written notice to the Company, the Town shall have the right to inspect Company's books and records during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the material terms of this Franchise, including any federal, state, laws or regulations or generally applicable ordinances referenced herein. Records should be produced as soon as reasonably practicable within five (5) business days of receipt of written request, unless for good cause Company responds that a longer amount of time will be needed. Such written notice from the Town shall specifically reference the section or subsection of the Franchise which is under review, so that Company may organize the necessary books and records for appropriate access by the Town. Company shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Company shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its books and records not relating to the provision of Cable Service in the Franchise Area. The Town shall treat any information disclosed by Company as confidential and shall only disclose it to employees, or the Town's agents bound by a confidentiality and non-disclosure agreement reasonably acceptable to Company, or as may be necessary to enforce the provisions hereof. Company shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, and 47 USC §551, or any other information that it is prohibited by law from disclosure to third parties. The Town reserves its right to copy books and records as allowed under FCC regulation.

Company shall at all times after the Effective Date maintain records in accordance with state and federal law. ~~records of written complaints from subscribers in accordance with 30-A MRSA §3010 (4).~~

- ~~1. Records of all written complaints for a period of two (2) years after receipt by Company (The term "complaint" as used herein refers to complaints about any aspect of the Company's service operations, Complaints recorded will not be limited to complaints requiring an employee service call.);~~
- ~~2. Records of area outages for a period of two (2) years after occurrence, indicating date, duration, and the number of Subscribers affected, type of area outage, and cause;~~
- ~~3. Records of service calls for repair and maintenance for a period of two (2) years after resolution by Company, indicating the date and time service was required, the date of acknowledgment and date and time service was~~

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~~scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;~~

~~4. Records of installation/reconnection and requests for service extension for a period of two (2) years after the request was fulfilled by Company, indicating the date of request, date of acknowledgment, and the date and time service was extended; and~~

~~5. a map showing the area of coverage for the provisioning of Cable Services.~~

~~The Town reserves its right to copy books and records as allowed under FCC regulation.~~

B. Annual Report

Upon written request from the Town, Company shall provide to the Town a summary of the Company's activities in the Town for the previous calendar year including a summary of:

~~1. Total number of cable subscribers;~~

~~2. Total miles of new cable plant installed;~~

~~3. Total number of service calls indicating number of dispatches and number repaired;~~

~~4. Listing of all charges and fees for cable or cable-related services;~~

~~5. All area outages, including date and duration;~~

~~6. The total revenues upon which the franchise fee is paid, broken down by major category;~~

~~7. The total franchise fee for the year;~~

~~8. Equipment or equivalent funding provided to the PEG channels(s) (if any);~~

~~9. Other information Company chooses to include.~~

C. Charges for Audits or Tests

~~Subject to applicable law, if an inspection or audit of Company's records shows that Company underpaid the franchise fee by four percent or more for any payment period, Company shall reimburse the Town for all reasonable costs including expert fees arising from the inspection or audit, and any additional inspection or audit until it is determined Franchisee/Company is in full compliance. No auditor engaged by~~

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~~the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any), and any additional inspection or audit until it is determined Company is in full compliance. In addition, except as federal law prevents the Town from enforcing any standards, if it is determined that Company has not materially complied with FCC standards, the Town shall have the right to charge all costs arising from these tests, including expert fees, to Company until it is determined that Company is in full compliance. Notwithstanding the foregoing, the obligation to pay the Town's costs for tests of the performance of the Cable System shall only arise if the Town's test is (1) a test of an area where Company has represented that it has corrected a problem, and the problem was not in fact corrected; (2) a second test of an area by the Town, where Company had been notified of the problem and been given an opportunity to cure it; or (3) where Company challenged the validity of a Town test, and the Town agrees to retest, and the re test confirms the validity of the initial Town test. These charges are incidental to the enforcement of the Franchise; they do not limit any right the Town may have to exercise any other remedy.~~

Municipal Benefits

15. Franchise Fee

Company shall provide a Franchise Fee to the Town or its designee, equal to five percent (5%) of Company's Gross Annual Revenues in the Town. Upon ninety (90) days' notice to the Company, the Town, by action of its Board of Selectmen, may increase or decrease the Franchise Fee, up to a maximum of five percent (5%) of Company's Gross Annual Revenues.

A. Payment

Company shall pay the Franchise Fee to the Town on a quarterly basis, no later than forty-five (45) days after the end of the calendar quarter for which payment is made. The payment for the last quarter of the last year of the term of this Franchise shall be due and payable sixty (60) days after the end of that quarter. Upon request, Company shall provide a statement showing the basis for the payment, including a breakdown by category (e.g., basic service, home shopping channels, advertising) ~~number of subscribers~~ and source of Gross Annual Revenues for the quarter. Company shall provide basic subscriber numbers annually upon request and such information shall be treated by the Town as confidential in accordance with Section 14A above.

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 – March 31)
August 15	Second (April 1 – June 30)
November 15	Third (July 1 – September 30)
February 15	Fourth (October 1 – December 31)

B. Late Payments

In the event that the fees herein required are not tendered on or before the dates fixed in Section 1545A above, interest ~~due on such fee~~ shall accrue on any and all overdue franchise fees at the rate of two percent over prime, eleven percent (12%) simple interest per annum, from the date due at one and one half percent (1.5 %) per month, rate per year equal to the prime interest rate published in the Wall Street Journal, one and one half percent (1.5 %) per month.

C. Acceptance of Payment

Acceptance of payment by the Town shall not be construed as accord that the amount paid is the correct amount. The Town reserves its rights to inspect relevant books and seek any underpayments due. If the Town has not begun process to challenge or audit payment of franchise fee within ~~24~~36 months of receipt of final annual payment, and breakdowns provided pursuant to subsection A ~~have been provided, are certified,~~ payment is deemed accurate. ~~If the breakdowns provided pursuant to subsection A are not certified, the time frame hereunder is 3648 months.~~

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16. Public, Educational and Governmental Access (PEG)

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A. Use of PEG Access Channel

Channel capacity for public, educational and governmental ("PEG") access shall be provided in accordance with federal law, 47 USC §531 and §546 as further set forth below.

B. Channel

Company shall continue to provide the Town with one shared channel for public, educational and governmental ("PEG") access programming. Said PEG channel shall be located on the Company's basic tier of service. To facilitate live programming within the Town of Lyman, subject to applicable law, Company shall provide a video and audio origination point at the Town Office located at 11 South Waterboro Road, Lyman Maine.

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C. Exclusive Use, Channel Designations and Interconnectivity

1. Town, or its designee(s), shall have the exclusive use of the PEG Access Channel. Use of PEG Access Channel shall be for the exclusive benefit of Company's Subscribers and for locally produced local interest, non-commercial purposes and subject to such rules as the Town, or its

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designee(s), may adopt.

~~2.~~ 2. Except as permitted by applicable law, there shall be no charge by Company for the use of the PEG Access Channels. Company shall comply with MRSA 3010 §5-A and B.

3. Company shall not appropriate PEG programming for use by company on any other channel except PEG channels or in any other jurisdiction covered by the Company, without the consent of the originating PEG producer.

~~3.~~ Subject

~~4.~~ Unless Subject to applicable law, and unless otherwise agreed to by the parties, PEG channels shall be carried on the basic tier.

~~5.~~

4. Company shall make good faith efforts to include appropriate designation of the Town's PEG Access Channels on channel cards and channel listings provided to Subscribers in a manner comparable to which it identifies other Channels. This provision does not obligate Company to list PEG programming content on said channel cards and channel listings. If Channels are selected by a viewer through a menu system, Company shall display the Town's PEG Access Channels designation in a similar manner as other channels.

~~6.~~ If Channels are selected by a viewer through a menu system, Company shall display the Town's PEG Access Channels designation in a similar manner as other channels.

Within 90 days of request by the Town and upon execution of a contract with Company's commercial services department, Company shall install the video return feed connection and transmission equipment from the Lyman Town Hall to ~~Time Warner~~ the Company's Head End, at Town's expense, to permit the transmission of the PEG programming on the PEG channel to (at a minimum) the cable subscribers in the Town of Lyman. In the event of a relocation of the facilities, Company shall provide a connection to the relocated facility under the terms of a contract with the commercial services department.

5. If a PEG channel is relocated by Company, company shall reimburse the Town of Lyman for out-of-pocket documented costs associated with changing logos, letterhead, business cards etc. to reflect a new channel number not to exceed \$200.00. Town and Company may also negotiate the promotion of this change. Company will provide the Town with at least 30 days notice of any relocation of any PEG channel.

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~~7. Provided that Company has existing unutilized fiber available and the connection involves a standard aerial drop of 200 feet.~~

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D. PEG Facilities and Equipment Support:

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1. Within sixty (60) days of completion of the video return feed connection outlined in paragraph 6 above and written request to Company by Grantor, Company shall provide to the Town of Lyman a PEG capital grant in the amount of \$32,558 to be utilized by the Town of Lyman to purchase Public Educational and Governmental access facilities and equipment determined by the parties during renewal discussions. Such amount, to the extent utilized in accordance with the provisions of federal law, are in addition to and may not be counted as an offset from any Franchise Fee imposed on Company. On or before February 1st of each year, the City shall provide Charter Company with an itemized accounting for the preceding calendar year of the distribution and utilization of the PEG Grant.

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2. With respect to any new or existing PEG channel as defined in this franchise and subject to 30-A MRSA §3010 (5), and 47 U.S.C. §522 Definitions, the equipment associated with the interconnection of PEG transmission facilities between a PEG facility and the Company's head end within the Company's cable system as well as the formatting of PEG programming for transmission to the subscriber is considered "PEG facility or equipment" and the costs thereof shall be borne by the Company.

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3. An incumbent Company that is required to pay a PEG fee, grant or any similar payment to the Municipality under the terms of this franchise agreement shall continue to make such payments in full to the Municipality if this franchise agreement expires or Company chooses not to seek a renewal or voluntarily terminates it's local franchise agreement but continues to offer cable service within the Municipality.

E. Minimum PEG Signal Quality and Transmission Standards

The PEG access signal and channel shall meet FCC Technical Standards. All PEG Channels shall be provided to subscribers without conversion to a lower resolution than supplied to Company by the Town. The PEG access signal and channel capacity shall be of similar quality and functionality to that offered on adjacent channels. Company shall not take any actions that alter or otherwise adversely affect the functionality, formatting or transmission of PEG programming that result in deterioration of the functionality of PEG signals, the transmission of PEG programming, the picture quality, or the absence of closed captions and Secondary Audio Programming as compared to adjacent channels. Company shall maintain and upgrade the video return feed connection and PEG transmission equipment from the Sebago Town Hall to the PEG Access

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Commented [A4]: Charter will discuss with the Town the process for carriage of PEG in HD.

Also, it appears the Town pulled verbiage from a Sebago agreement? This references the Town Hall in Sebago?

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provider to permit the transmission of HD PEG programming on the PEG channel to (at a minimum) the cable subscribers in the Town of Lyman.

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~~The channel shall be delivered to the subscriber in the digital format.~~

F. PEG Promotion

In the event that the Company implements local advertising sales on Channels received by Subscribers within the Town, the Town or its designee(s) may want to seek time for non-commercial PEG Access program or service promotional spots on said channels. Nothing in this section shall be construed to require the Company to provide access to promotional spots at no cost to the Town or its designee(s).

17. Build-out

A. Area To Be Served

1. Pursuant to MRSA §3008, §5-B, Company shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) ~~year round single family~~ residences per aerial mile ~~without contract term pre no additional conditions~~ providing however, that any plant extension is measured from the Company's closest technologically feasible tie-in point that is delivering Cable Service as of the date of such request for service and Company is able to obtain from property owners any necessary easements and/or permits on terms and conditions acceptable to Company. Subject to the density requirement, Company shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within 125 aerial feet of Company's point of connection to its existing distribution system. For non-Standard Installations (those exceeding 125 aerial feet or underground) Company shall, upon receipt of payment and pending any identified construction or other issues (e.g., make ready, weather) offer said service within thirty (30) days of a Subscriber requesting such for aerial installations and sixty (60) days of a Subscriber requesting such for underground installations.
2. Company shall have the right, but not the obligation, to extend the Cable System into any portion of the Town where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Company shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Company at its discretion may make Cable Service available to businesses within the Service Area.

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3. Provided Company has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, and the density requirements outlined above are met, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. The Town, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Company. Developer shall be responsible for the digging and back-filling of all trenches.

18. Cable Service to Municipal Buildings

~~Upon written request from the Town, Company will offer, without charge and on a voluntary basis, one outlet of and equipment for, Basic Cable Service to the locations listed in Exhibit A, provided that the locations are located up to 125 feet from Company's existing distribution system and capable of an aerial installation. Subject to applicable law, Company shall provide and maintain without charge, one cable drop, including standard installation of basic cable service to the municipally owned and occupied facilities serviceable by a standard aerial drop located within 125 feet of Company's distribution system and capable of an aerial drop and listed in Exhibit A. The provision of these drops, to the extent utilized in accordance with the provisions of federal law, may not be counted as an offset from any Franchise Fee imposed on Company. The Municipality shall be responsible for equipment charges, if any.~~

Consumer Issues

19. Rates & Services

A. Prices and Charges

1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by Company for any Cable Service as of the Effective Date shall be in accordance with all applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Company shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.
2. Company shall annually publish and provide to town upon written request and to each subscriber or potential subscriber who so requests, a statement of its then established standard installation rate. —Subject to applicable federal and state law. Complete information concerning billing and collection procedures, including dispute resolution, procedures for ordering changes in, or termination of services, and company's discontinuation

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policies and procedures shall be provided to each subscriber at least annually.

~~2.3.~~ The Town acknowledges that certain costs of Public, Educational and Governmental (“PEG”) Access and other Franchise imposed costs, may be passed through to Subscribers in accordance with federal law.

B. Basic Cable Service

Company shall make available a Basic Cable Service tier to all subscribers to the extent required by 47 USC §534 and applicable regulations, including 76.1618 of the FCC Rules and Regulations, and shall provide notice of the basic tier pursuant to 30-A M.R.S.A. §3010.

C. Programming

Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Company, except that pursuant to 47 USC §544(b)(2) (B) and (h) and 47 CFR §76.1603 the Town may require “broad categories” of programming.

20. Rights of Individuals

A. Customer Service

1. Company shall comply with all customer service federal laws, regulations of the FCC and state laws as they may be amended from time to time.

~~The Company shall retain sufficient Customer Service Representatives (“CSR’s”) and telephone line capacity to ensure that telephone calls to service/repair and billing inquiry lines are answered by a CSR within thirty (30) seconds or less, and that any transfers are made within thirty (30) seconds. The Customer shall be able to speak with a Customer Service Representative within five (5) minutes. If the call is answered by Interactive Voice Response (IVR), the IVR must allow the option to speak with a CSR within no more than three minutes. If a customer has exercised the option to speak with a CSR, the customer shall be able to speak with a CSR within 30 seconds once the call is transferred during normal business hours. These standards shall be met no less than ninety (80) percent of the time, measured on a quarterly basis under normal operating conditions. If requested by the Town, compliance with this standard shall be reported by the Company to the Town on an annual basis. Notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this section, when enacted, shall govern any current and future Company(s).~~

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B. Protection of Subscriber Privacy

Company shall comply with all applicable federal and state Subscriber privacy laws and regulations, including 47 USC §551 and regulations adopted pursuant thereto and 30-A M.R.S.A. §3010.

~~The Company shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Company maintains regarding said Subscriber.~~

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~~A Subscriber may obtain from the Company a copy of any or all of the personal subscriber information regarding him or her maintained by the Company. The Company may require a fee for making said copy.~~

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~~A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Company. The Company shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.~~

C. Employee Identification Cards

All of Company's employees, and subcontractors, including repair and sales personnel, entering private property shall be required to display an identification card issued or approved by Company indicating that employee or subcontractor is working on behalf of Company.

D. Privacy Written Notice

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Company shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, (47 USC §551) which, at a minimum, clearly and conspicuously explains the Company's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Company's policy for the protection of subscriber privacy.

E. Monitoring

Company may only monitor customer accounts consistent with applicable federal and state law.

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21. Unauthorized Connections/Continuity of Service

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Company are honored, provided that the Company shall have no obligation to provide Cable Service to any Person who, or which the Company has a reasonable basis to believe, is using an unauthorized Converter or is otherwise obtaining Cable Service without required payment thereof or who threatens Company's employees or damages Company's equipment. The Company shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. ~~To the extent required by applicable law, When necessary non-routine Service interruptions in excess of four hours can be anticipated, the Company shall notify Subscribers of such interruption(s) in advance. In the event service to any subscriber is interrupted for 6 or more consecutive hours in a 30 day period, the franchisee Company will, upon request, grant that subscriber a pro rata credit or rebate, ref: 30-A M.R.S.A. §3010.~~

22. Subscriber Complaints

A. Dispute Resolution

Subject to applicable law, the Company shall establish a procedure for resolution of Complaints by Subscribers. Said procedure shall at a minimum include the provisions of 30-A M.R.S.A. §3010.

B. Complaint Policy/Investigation

Company shall ~~establish a procedure for resolution of Complaints by Subscribers. Said Procedure shall at a minimum include the provisions of 30-A M.R.S.A. §3010, provide the Town a copy of Company's complaint policy annually and no later than 30 days after any revisions. If Company maintains a publicly available website, Company's complaint policy shall be posted on its website.~~

Upon reasonable notice, the Company shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Town or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries and the Company shall work in good faith to resolve such complaints, ~~as follows:~~

- ~~2. Upon the written request of the Town or its designee(s), the Company shall, within ten (10) business days after receiving such request, send a written report to the Town with respect to any Complaint. Such report shall provide a full~~

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explanation of the investigation, finding and corrective steps, if any, taken by the Company.

3.1. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Town or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Town or its designee(s) and a representative of the Company, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter in accordance with applicable laws.

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23. Liquidated DamagesPenalties

A. A. Amounts Right to Assess Liquidated Damages

Because Charter's failure to comply with material terms of this Agreement may result in harm to the Town, and because it will be difficult to measure the extent of such injury, the Town may assess liquidated damages against Company in the amount of Fifty Dollars (\$50.00) per day for each day the violation continues, provided Charter has had notice and an opportunity to cure in accordance with section 237C and the Town is not pursuing other penalties or remedies. The Town shall provide Company with written notice that it intends to assess liquidated damages as a remedy. Such damages shall be an exclusive remedy for the time period in which they are assessed, provided, however, they shall not be a substitute for specific performance by Company or legal action by the Town once assessment of liquidated damages ceases, but shall be in addition to such specific performance or legal action. Nothing herein is intended to allow duplicative recovery from or payments by Company or its surety.

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The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the date after the end of the applicable cure period, including any extension of the cure period granted by the Town. Liquidated damages may not be assessed for a time period exceeding fifty (50) days per violation. The Town may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

The amount of all liquidated damages per annum shall not exceed five thousand dollars (\$5,000) in the aggregate. With respect to liquidated damages, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or failure may only be assessed under any one material term.

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Because Company's failure to comply with provisions of this Agreement will result in injury to the Town, and because it will be

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~~difficult to estimate the extent of such injury, the Town and Company agree to the following liquidated damages for uncured material violations. These damages represent both parties' best estimate of the damages resulting from the specified injury.~~

~~For failure to comply with the material provisions of this agreement: twenty fiveFifty dollars (\$2550)/day. Notwithstanding the foregoing, the Town reserves all rights to seek other remedies at law and equity for breach of this Agreement, including but not limited to injunctive relief, and the Town shall be entitled to reasonable attorneys fees and costs incurred in the enforcement of this Agreement.~~

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~~**B. Date of Violation, Notice**~~

~~The date of the material violation will be the date the Company receives written notice of the violation.~~

~~**C. Procedure for Liquidated Damages**~~

~~Before the Town may assess any liquidated damages under this Franchise Agreement;~~

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~~1. The Town shall notify the Company, in writing, of the alleged failure or material violation, which notice shall specify the alleged failure or violation with reasonable particularity.~~

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~~2. The Company shall, within ninetythirty (930) days after receipt of the notice or such longer period as the Town may specify in such notice, either cure the alleged failure or violation or, in a written response to the Town's Manager, either present facts and arguments in refutation or excuse of such alleged failure or violation or state that the alleged failure or violation will be cured and set forth the method and time schedule for accomplishing such cure.~~

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~~3. Unless the Selectmen determine that the matter has been resolved, the Company's response shall be submitted to the Elected Officials, to schedule a public hearing at which the Elected Officials shall determine (i) whether a failure or violation has occurred; (ii) whether such failure or violation is excusable; and (iii) whether such failure or violation has been or will be cured by the Town; and (iv) the appropriate remedy for the failure or violation.~~

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~~4. The Town shall provide thirty (30) days' written notice of the public hearing to the Company. During the public hearing, Company shall have the right to appear and be heard, including the opportunity to present evidence.~~

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question witnesses, if any, and the hearing shall follow the procedures set forth for public hearings. If the Elected Officials determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a reasonable schedule satisfactory to the Elected Officials or that the failure is excusable, such determination shall conclude the matter, unless Company fails to comply with the schedule for cure.

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5. Company shall have the right to appeal any adverse ruling to a court of competent jurisdiction.

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24. Transfers

A. Company's Right to Transfer

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Neither this Franchise Agreement, nor any rights or obligations of the Company in or pursuant to this Franchise Agreement or the Cable System shall be transferred in part or as a whole, by assignment, trust, lease, sublease, and is not to be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, merger, consolidation, or otherwise, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any Person, nor shall any change in control of the Company or the Cable System occur, either by any act of the Company or by any parent company of the Company, by operation of law or otherwise, in each such case without the prior consent of the Town, which consent shall not be unreasonably withheld or delayed, ~~and which shall be expressed in writing, subject to reasonable and lawful conditions, including, but not limited to, curing any Franchise non-compliance. Any assignment or transfer without such prior written consent or without "deemed consent" under applicable federal law shall constitute a violation of a material provision of any this Franchise Agreement. Notwithstanding the preceding the Town may withhold consent until such time as the proposed successor to Company or transferee herein has reasonably established to the Town's satisfaction that such party has financial and technical capacity equal to or greater than Company.~~

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No consent will be required for a transfer in trust, mortgage or hypothecation to secure an indebtedness, provided that such transaction will not in any respect prevent the Company or any successor from complying with all of its obligations under this Franchise Agreement, but the exercise of any right to foreclose or seize such pledged assets shall be subject to the provisions of this paragraph. No transfer of control will be deemed to have taken place if the transfer is to an entity controlling, controlled by, or under common control with the Company ~~provided such entity has equal or greater financial resources than the transferor and provided the transfer does not involve a change in the management or day to day operations of the Company.~~

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~~No consent will be required for a transfer in trust, mortgage or hypothecation to secure an indebtedness, provided that such transaction will not in any respect prevent the Company or any successor from complying with all of its obligations under this Franchise Agreement, but the exercise of any right to foreclose or seize such pledged assets shall be subject to the provisions of this paragraph. No transfer of control will be deemed to have taken place if the transfer is to an entity controlling, controlled by, or under common control with the Company provided such entity has equal or greater financial resources than the transferor and provided the transfer does not involve a change in the management or day to day operations of the Company.~~

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B. Town's Right to Approve

Pursuant to 47 USC §537, the Town, and subsection A above, as Local Franchise Authority, reserves its right to approve a Franchise Transfer. Such approval shall not be unreasonably withheld.

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~~A transfer or assignment of a Franchise or control thereof between entities under common control, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries controls, is controlled by, or is under common control with another person or entity.~~

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For purposes of this Section, any sale, assignment or any other disposition of a fifty ~~twenty~~ percent (250%) ownership interest of the Company or parent company of the Company to any one Person or group of Persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a change of control of the Franchisee. The word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised. A transfer or assignment of a Franchise or control thereof between entities under common control, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries controls, is controlled by, or is under common control with another person or entity.

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C. Notice to Town

Company shall provide to the Town Notice of the proposed transfer. The contents of the Notice shall include:

1. An original and three (3) copies of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment), which form shall fully describe the action or proposed action and clearly state the basis on which the Transfer or assignment should be approved. ~~The Company shall include with the application complete responses to the informational requests attached to this Franchise Agreement as Exhibit A.~~ The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Town may reasonably require, so it may adequately investigate, review and determine if the proposed successor entity is technically and financially able to complete the terms of the Franchise Agreement, provided that to the extent the Town requests additional information other than as described in FCC Form 394 Exhibit A, the Town shall issue such request to the Company within thirty (30) days of receipt of the application, and the Company shall respond to such requests for additional information within thirty (30) days. The Transfer or assignment form shall be signed by the Company and by the proposed transferee or by its representative, evidence of whose authority shall be submitted with such petition; and

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2. Certification by transferee that it will accept the provisions of this Franchise Agreement for the remainder of the Franchise Term.

D. Time to Review

Subject to applicable federal law, the Town will have 120 days from receipt of the Notice to take action on the request for transfer. The Town need not, but may, act to approve the transfer. ~~If the Town does not act within 120 days of receipt of Notice, the transfer shall be deemed approved.~~

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E. Public Hearing

The Town may conduct a public hearing on the proposed transfer no later than 90 days after the receipt of the notice of transfer.

~~For purposes of determining whether it shall consent to any such change of control and ownership, the Town shall inquire into the legal, financial, management and technical qualifications of the prospective controlling or owning Person, including, but not limited to, such Person's cable-related experience and service record, if any, in other communities, the changes, if any, it intends to make in the operations, maintenance, technology and services of the Cable System serving Lyman, any and all matters relative to the ability and likelihood of such Person adhering to all of the terms and conditions of this Franchise Agreement, and whether the proposed change of control and ownership is in the public interest.~~

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G. Transferee Obligations

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Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in the Franchise Agreement, ~~including curing any Franchise non-compliance.~~

H. Costs

~~The Company shall reimburse the Town for its reasonable expenses (including reasonable attorney's fees) incurred as a result of the reviewing and acting upon the Company's request to transfer. The Company's liability for reimbursing the Town shall not exceed _____.~~

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F.I. No Waiver or Release

The consent or approval of the Town to any Transfer of the Cable System or this Franchise Agreement granted to the Company shall not constitute a waiver or release of the rights of the Town in, and shall by its terms be expressly subordinate to, the terms and conditions of this Franchise Agreement.

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25. Successors/Assigns

The obligations of this Franchise apply to any and all successors and assigns of the Company, unless the Town expressly and in writing agrees to release the successors and assigns from this Franchise or any portion thereof.

26. Renewal

This Franchise may be renewed by the parties in accordance with state and federal law. ~~The Town may assess reasonable fees to defray the costs of public notice, advertising and other expenses incurred by the Town in acting upon applications for renewal Franchise agreements.~~

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27. Revocation and Termination

A. Right to Revoke or Terminate

In addition to all other rights and powers of the Town by virtue of this Franchise Agreement and after notice and opportunity to cure pursuant to ~~section 257B~~, the Town may revoke this Franchise Agreement and all rights and privileges of Company hereunder in the event Company either:

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1. Violates ~~anyone or more~~ material provision of this Franchise Agreement ~~or any rule, order or determination of the Town made pursuant thereto~~ where such violation remains uncured for a period of ~~thirty~~ ninety days following

written notice to Company by the Town that such violation is deemed to exist unless cure is not feasible in such time period in which event the parties shall meet and agree to a cure schedule;

~~2. Attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the Town; or~~

3. Fails to provide or maintain in full force and effect the insurance coverages and the performance bond as required by the terms of this Franchise Agreement, where such violation remains uncured for a period of thirty (30) days or

3.4. Arbitrarily ceases to provide service over the Cable System or fails to restore service after ninety-six (96) consecutive hours of interrupted service except in cases of force majeure or when approval of such interruption is obtained from the Town.

B. Procedures to Revoke or Terminate

The Town shall follow the following procedures in revoking a franchise:

1. The Town shall provide to Company the Town's notice of intention to revoke this Franchise. The written notice shall be sent by certified or overnight mail and shall describe in reasonable detail the specific violations alleged to have occurred;
2. Company shall have ninety (90) days from receipt of notice to either correct the alleged violation, or, dispute the Town's allegations. In the event that by nature of the alleged violation, such violation cannot be cured within such ninety (90) day period, the parties shall meet and agree to a cure schedule;
3. If Company disputes the Town's allegations, the Town shall review the dispute and make its determination as to whether a violation has occurred;
4. If the Town continues to maintain that a violation did occur, the Town shall notify Company in writing. Company shall then either remedy the violation within ninety (90) days or notify the Town in writing that Company continues to dispute the allegations;
5. Upon Company's failure to remedy the violation within the time period prescribed or upon receipt of Company's written position pursuant to subsection 4, Town may revoke this Franchise Agreement by providing Company written notice of revocation or by following the procedure outlined in Section C below.

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C. Public Hearing

The Town shall conduct a public hearing on the revocation. Such hearing shall provide the Company with due process, including the right to participate in the hearing, present evidence, and examine witnesses. The Town shall issue a written determination of its findings based solely on the evidence presented at the hearing and applicable law. Such public hearing must take place no less than 30 days prior to the decision to revoke.

D. Judicial Review

Company shall have the right to seek judicial review of the Town’s determination to revoke and the reviewing court shall review the Town’s determination *de novo*.

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28. Abandonment

If company shall cease providing service in the Town, it shall do so pursuant to 30-A M.R.S.A. §3008(3)(B), ~~the Company shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such end of service, the Town may deem any property not removed as having been abandoned. Upon written request of the Company, the Town may waive this requirement of removal for good cause shown.~~

29. Expiration of Agreement

Upon the expiration and non-renewal, or revocation of this Franchise Agreement and exhaustion of all judicial appeals, the Cable System shall be disposed of according to 47 USC §546 and this Franchise Agreement.

30. Changes in Law

In the event a federal or state law, regulation or decision by a court of competent jurisdiction renders a provision in this Franchise Agreement void or otherwise unenforceable, the provision shall be considered preempted. This preemption will last for as long as the law, regulation or decision is effective; if the law, regulation or decision is subsequently repealed, rescinded, amended, voided, overturned or otherwise changed so that the preemption is nullified, the provision shall thereupon return to full force and effect as provided by such proceeding and shall be binding and enforceable in accordance with the terms thereof. ~~In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Town to obtain a franchise, then Company shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Company chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date~~

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~~of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.~~

31. Amendments

This Franchise Agreement may be amended in the future by written agreement of both parties to reflect changed circumstances, including changes in federal or state law. This Franchise Agreement shall not be amended or modified except by written agreement executed in the same manner as this Franchise Agreement. Where applicable, the amendment shall be consistent with the provisions of 47 USC §545.

32. Subject to Approval

This Franchise Agreement is contingent upon the Board of Selectmen duly adopting the terms contained herein pursuant to 30-A M.R.S. § 3008(2) and (5).

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33. Miscellaneous

A. Force Majeure

The Parties shall not be responsible for any delay or failure to perform their obligations under this Franchise Agreement if doing so is prevented by Act of God, flood, storm, fire, explosions, strikes, riots, wars whether or not declared, insurrections, epidemics, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Company's Cable System is attached, unavailability of materials and/or qualified labor to perform the work necessary, or any law, rule or act of any court of competent jurisdiction or instrumentality of government or any cause or event beyond the control of the Town or the Company.

B. Severability

If any provision of this Franchise Agreement is held by any court or Federal or State agency of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provision shall be considered a separate, distinct and independent part of this Franchise Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof, all of which shall remain in full force and effect for the term of this Franchise Agreement.

C. Effect on Prior Agreements

This Franchise Agreement shall supersede any prior franchise agreements between the parties. Immediately upon the taking effect of this Franchise Agreement, all

prior franchise agreements and any and all extensions thereof, shall terminate and shall have no further force and effect; provided, however, that any vested rights relating to billings and the Town's rights to receive franchise fees shall not be affected thereby.

D. Non-Enforcement Not Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of either party upon one or more occasions to insist upon or to seek compliance with any such terms or conditions. No course of dealing between the Company and the Town, nor any delay on the part of the Town or Company in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or Company or acquiescence in the actions of the Company or the Town in contravention of such right, except to the extent expressly waived by either party or expressly provided for in this Franchise Agreement. No decision by the Town or Company to invoke any remedy under this Franchise Agreement or under any statute, law or ordinance shall preclude the availability of any other such remedy. This provision does not extend any applicable statute of limitations.

E. Company Warranties

Company warrants, represents and acknowledges that, as of the Execution Date of this Franchise Agreement:

1. The Company is duly authorized to do business under the laws of the State;
2. The Company has the requisite power and authority under applicable law and its bylaws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Franchise Agreement, to enter into and legally bind Company to this Franchise Agreement and to take all actions necessary to perform all of its obligations pursuant to this Franchise Agreement;
3. This Franchise Agreement is enforceable against Company in accordance with the provisions herein; and
4. There is no action or proceedings pending or threatened against Company that would interfere with performance of this Franchise Agreement.

Execution

Signatures:

Date: _____, 20223

TOWN OF LYMAN, MAINE

By: _____
Its: Selectman

By: _____
Its: Selectman

By: _____
Its: Selectman

Date: _____, 20222

Spectrum Northeast, LLC
~~LKA-By~~ Charter Communications, Inc., Its
Manager

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Signature: _____

Name/Title: _____

EXHIBIT A
CABLE SERVICE TO MUNICIPAL BUILDINGS

<u>Lyman Town Hall</u>	<u>11 S Waterboro Rd</u>
<u>Lyman Town Library</u>	<u>10 John Street</u>
<u>Goodwins Mills Fire Department</u>	<u>481 Goodwins Mill Road</u>
<u>Cousens Memorial School</u>	<u>382 Goodwins Mills Road</u>
<u>Lyman Elementary School</u>	<u>39 Schoolhouse Road</u>

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ITEM #2: (b.) Mail



February 8, 2023

Ms. Lindsay Gagne
Select Board Clerk
11 South Waterboro Road
Lyman, Me. 04002

Re: Lyman Historical Society – Request for Funds

Dear Ms. Gagne:

Enclosed you will find the Lyman Historical Society's detailed budget for fiscal year 2023.

We welcome the opportunity to answer any questions you may have. I may be contacted at (207) 247-3126.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Millett Day', written in black ink.

Millett Day
President, Lyman Historical Society

Expenses		Expenses- Fixed	Expenses- Flexible	Expenses-Projected
Annual Fees	Charitable Solicitation			50.00
	Annual Filing Annual State Tax Filing			35.00
Membership/Training/Organizational	MANP			100.00
		Archiving		1,000.00
		Events		200.00
Programs		Fund raising		100.00
		Scholarship		1,000.00
Marketing & Advertising	Website/Domain			60.00
	Website/Hosting		Posters, brochures, newspaper ads	1,000.00
General Operating Costs	Insurance			1,400.00
	Storage Facility		Postage	1,600.00
			Ink	300.00
Capital Expenses			Office Supplies	250.00
	Projector			400.00
	Printer/Scanner			350.00
	Trifold Screen			250.00
Misc.	Cloud Storage			300.00
	External Hard drive			400.00
	Historical Markers			2,500.00
				250.00
TOTAL EXPENSES				11,745.00
Income				
Carry over 2019				5,101.37
Town of Lyman				5,000.00
Membership	Number	Amount		
Renewal	35	10		350.00
New	25	10		250.00
New lifetime	4	100		400.00
Donations				400.00
Fund Raising				1,800.00
TOTAL INCOME				13,301.37

Muel D 08 Feb 2023

ITEM #3: (a.) Minutes 1/18/23

Town of Lyman
Select Board Special Meeting Minutes
Wednesday January 18, 2023 – Lyman Town Hall

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

Selectboard members absent: David Alves

ITEM #1

a. **Open RFP’s for Classification & Compensation Job Study**

Opened sealed bids for Classification & Compensation Study 2023. Bids received are as follows:

1. **CBIZ Compensation Consulting**

Submitted 1/18/2023

Organization-Wide Compensation Study <i>(Includes custom peer survey & employee presentations)</i>	\$25,000.00
Update Job Descriptions	\$6,000.00
Town Manager Recommendations	\$2,500.00
Total Fees	\$33,500.00

2. **REDW, LLC**

Submitted 1/17/2023

Assessment & Classification plan	\$8,250.00
Benefits Review & Recommendations	\$2,750.00
Job Analysis & Job Description Update	
- Job Analysis (22 positions)	\$3,300.00
- Updated Job Descriptions (includes TM & Assistant TM)	\$8,800.00
- Contract review for TM	\$2,625.00
Job Evaluation & Compensation Study	\$3,300.00
Conclusion of Study, Implementation & Training	\$5,500.00
Compease Licensing, Training & Implementation	\$600.00
- (90% discount for first year, cost includes software implementation)	(\$540.00)
- 1 day compease training	\$2,000.00
Parity Analysis & Financial Plan	\$1,000.00
Total Fees	\$40,335.00

3. **Paypoint HR**

Submitted 12/27/2022

Classification & Compensation Study, All positions	\$9,500.00
Benefits Analysis	\$2,500.00
Job Description Review, Updates all positions	\$3,000.00

Town of Lyman
Select Board Special Meeting Minutes
Wednesday January 18, 2023 – Lyman Town Hall

Policy Review & Updates Including FLSA & Overtime	\$2,000.00
Draft of Employment Contract for Town Manager	\$1,250.00
Total Fees	\$18,250.00

4. Municipal Resources, Inc (MRI)

Submitted 1/17/2023

MRI Proposes to assist with the following:

- Development of salary & Benefits analysis for all positions, including a comparison analysis
- Recommendations of a valid process, methodology, & policy to determine pay levels for positions.
- Review/ Update existing job descriptions
- Updated classification and compensation plan
- Labor market compensation analysis and comparisons
- Classification forms and documents
- Methodology and implementation guidelines
- Development of Personnel Policy
- Recommendation on organizational structure of positions
- Implementation of costs
- Final Report and Findings.

(Timeline: Salary, benefits & Classification plan would be completed by April 1, 2023 to assist the Town with compiling data in a timely manner for Annual Town Meeting. Remainder of components of the study would be completed by June 1, 2023 or sooner.)

Total Fees	\$13,000.00
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5. JER HR Group, LLC

Submitted 1/17/2023

Project Initiation Phase	\$3,000.00
- Meetings	
- Obtain Background information.	
- Review / Update current compensation policies & Practices	
Classification Phase	\$2,500.00
- Entry of Job Descriptions in software	
- Assign Scoring of 15 factors	
- Conduct FLSA & EEO audit jobs.	
- Assign Job Values	
- Presentation to key stakeholders	
Compensation Phase	\$5,500.00

Town of Lyman
Select Board Special Meeting Minutes
Wednesday January 18, 2023 – Lyman Town Hall

- Compare Town jobs and pay to external jobs.
(20 positions)
- Review Internal and Pay equity.
- Recommend pay increase plan.

Benefits survey phase \$3,000.00

- Preparations of the survey form, and survey data

Required Significant Deliverables \$1,500.00

- Create initial drafts/ reports and submit for review
- Make changes & finalize reports.
- Presentation to key stakeholders
- Train HR staff on maintenance of plan/software

Travel \$4,000.00

- Travel for two on-site visits

Total Fees \$19,500.00

Jessica Picard - Makes a motion the board proceeds with the consideration of RFPs Municipal Resources Inc, JER HR Group and Paypoint HR and check references before making a final decision.

John Tibbets – Seconds the motion. Motion passes: 4-0-0

ADJOURN

Thomas Hatch – Makes a motion to adjourn.

John Tibbets – Seconds the motion. Motion passes: 4-0-0

Ralph “Ralph” Blackington (Chair)

David Alves

Thomas Hatch (Vice Chair)

Jessica Picard

John Tibbetts

I, Lindsay Gagne, Clerk to the Select Board of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 3 pages are the original minutes of the Board of Selectmen Regular Meeting dated January 18th, 2023

Lindsay Gagne

ITEM#3: (b.) Minutes 2/6/23

Town of Lyman
Select Board Regular Meeting Minutes
Monday February 6, 2023 – Lyman Town Hall

Selectboard members present: Ralph “Ralph” Blackington (Chair), Thomas Hatch (Vice Chair)
David Alves (Via Zoom)

Selectboard members absent: Jessica Picard, John Tibbetts

ITEM #1

SPECIAL OFFERS/ PRESENTATIONS

a. **Michelle Feliccitti – Question regarding Bunganut Park**

Michelle Feliccitti – States after previous budget meetings she found the Town spent 83,000 at Bunganut for field and lakeside including the 41,000 paid for the YMCA. We receive roughly 22,000 from the YMCA in revenue. She has gathered revenue and expenses for Bunganut to compare. She was able to get the passengers and how many park passes were resident’s vs nonresidents. She noted on one day, for example, they recorded 9 people were at the park, no money was taken for passes, and only 3 of those people were marked as residents. She states we own somewhere between 106-160 acres at the park and the YMCA has a prime location for use. The Town is not receiving money for the Ball field use. She recommends putting a pay per gate, using a slide card, at the park and this may help bring in more revenue. She recommends forming a Bunganut committee that may be able to help build trails, scope out what the park needs for improvements, and research resources. She has requested to get further information from the YMCA but was told the YMCA would only answer to the board. She asks the board to consider bringing the YMCA to a meeting to address some questions.

Ralph Blackington – States we’ve received donations for the field use. The park needs a scope or plan for further development.

Holly Hart – In regard to the trails, they have run into issues with the gate at the field being locked and they can’t access the area. They’ve also been told they can’t access the building there because of the YMCA. They would use the trails, but they wouldn’t have the capacity to make the trails. They would like to keep the gates open on the field side so they can use the trails for snowshoeing.

David Alves – States he agrees having a committee there. He recommends doing something similar as what we did with Kennebunk Pond Beach, and we can look into other ways to supplement this deficit.

Thomas Hatch – Suggests looking into this with the Treasurer. Maybe the Bunganut Committee idea could be part of Park and Recs.

Ralph Blackington – States we should talk with the treasurer and get some information, then meet with the YMCA to address any questions that come up.

Thomas Hatch – **Makes a motion to leave the gates open at the Bunganut field.**

David Alves – **Seconds the motion. Motion passes: 3-0-0**

ITEM #2

HEARING OF DELEGATIONS / PUBLIC INPUT

a. **Public Input** – *Public in attendance will have up to 5 minutes to address the Board – No input*

b. **Mail** • Northern Light

c. **Complaints**- none

ITEM #3

MINUTES

a. **Review / Approve meeting minutes 1/17/2023**

David Alves – **Makes a motion to approve. Thomas Hatch Seconds. Motion passes: 3-0-0**

b. **Review / Approve meeting minutes 1/18/2023**

Item tabled to next meeting. David Alves was not present at this meeting to vote on the minutes.

Town of Lyman
Select Board Regular Meeting Minutes
Monday February 6, 2023 – Lyman Town Hall

ITEM #4

SIGN WARRANTS

- a. [Payroll Warrant #33 in the amount of \\$24,204.23](#)
David Alves – Makes a motion to approve. Thomas Hatch Seconds. Motion passes: 3-0-0
- b. [Payroll Warrant #34 in the amount of \\$25,142.31](#)
David Alves – Makes a motion to approve. Thomas Hatch Seconds. Motion passes: 3-0-0
- c. [Accounts Payable Warrant #35 \(FY2023\) in the amount of \\$624,105.55](#)
David Alves – Makes a motion to approve. Thomas Hatch Seconds. Motion passes: 3-0-0

ITEM #5

UNFINISHED BUSINESS

- a. [Classification / compensation study. Review references. Award RFP to vendor.](#)
Lindsay Gagne – States several references were collected for the three RFPs. The majority of responses that came in were for Municipal Resources Inc, MRI. One reference indicated MRI, had a lot of knowledge and understanding of Maine towns, that they were able to conduct a thorough study. MRI explained, in submitting their proposal, that they are currently doing a similar study for Sanford. This may indicate they already have a lot of data from this area.
Ralph Blackington – States the references we got back for MRI are good and they also came in on the lower side of the bid.
Thomas Hatch – **Makes a motion to accept the MRI proposal for the HR study.**
David Alves – **Seconds the motion. Motion passes: 3-0-0**
- b. [Franchise Agreement – Update from Shelly](#)
Lindsay Gagne – States Town Council is scheduled to come out at the next meeting on the 21st and Tony Vigue will be joining. Town Council mentioned under state statute the select board may have authority to approve a franchise ordinance without a town vote which he will speak more about at the next meeting. The board can continue to have the Ordinance Review Committee review the franchise ordinance.
Michelle Feliccitti – States she reviewed the revised franchise agreement and has a lot of concerns with the changes they made to it.

ITEM #6

DEPARTMENT AND COMMITTEE REPORTS

- a. [Road Commissioner](#) –
Brad Nikel - States they cleaned up some road damage on Grasshopper Lane. They received more salt for the shed. He's also received complaints about the gates at Old Kennebunk Road, some wanting the gates locked, others not wanting it locked.
- b. [Fire Chief](#) – No report.
- c. [Kennebunk Pond Beach Committee – David Alves Liaison Report/update](#)
David Alves – States they completed their final plans and submitted to the ARPA committee to consider as part of their recommendation.
- d. [Treasurer – Expense Report 2-2-23](#) – Report reviewed in Agenda packet.
- e. [CEO](#) – No report
- f. [Tax Clerk](#) – No report
- g. [Town Hall Expansion Committee](#) –
Brad Nikel – States he received three quotes for a survey of the Town Hall property.
David Alves – States he spoke with the draftsman who specified he can't go as far as the fire and safety level, which an architect would address those aspects. He's been in touch with an architect regarding costs.
- h. [Budget Committee – Quarterly Report](#) – Report reviewed.

Town of Lyman
Select Board Regular Meeting Minutes
Monday February 6, 2023 – Lyman Town Hall

i. **Other - Town Clerk**

Pauline Weiss – States there are three scheduled elections for the next fiscal year, November, March and June. She looked into using the Rustic Dreams building as a venue. Her findings were that there is no signage available for handicap parking, the parking lot is not organized which will take several parking attendants to manage, and there is insufficient lighting outside. These things can be remedied at a cost. The Town would be responsible for plowing and shoveling January through March because the business is closed during those months. Brad Nikel can speak more to parking and lighting.

Brad Nikel – States the parking lot is rutted and at the time of voting will be muddy and there's minimal exterior lighting there.

Thomas Hatch – States there is someone that lives out back that has recently plowed the parking area. He visited the barn and discovered this himself.

Pauline Weiss – States she has gotten a quote from Warren's to revamp the tables with new hardware so they can be more easily disassembled and reassembled, to continue to have elections at the Town Hall. Cost would be approximately \$830.00. She would be able to use the tables as five separate sections for election purposes. It would cost \$360.00 each time to have warrens complete the task of disassembling the tables. She would recommend having the hardware installed and not have warren's come out.

David Alves – Asks if there are state statutes requiring the specific measurements.

Pauline Weiss – States there are none for the measurements, other than for state elections, like the primaries. She would have to set up all 20 booths and the handicap booth which has to have 5-feet all the way around it for a wheelchair to get around. The booths have to be 6-feet from the entryway.

David Alves – Suggests drawing a layout plan with leaving the tables where they are.

Ralph Blackington – States he can assist with this.

Michelle Felicitti – Asks if the booths can be set up back-to-back to help with the space issue.

Thomas Hatch – States we have the same issue here with not being handicap accessible.

David Alves – States we should do an RFP for the handicap ramp out back.

ITEM #7

NEW BUSINESS

a. **Discuss scheduling Budget Workshops**

A budget workshop is scheduled on February 22nd, 2023.

b. **RSU #57 Board member opening, Review 2 applicants.**

Thomas Hatch – makes a motion to appoint Suzanne Bauer on the School Board.

David Alves – Seconds the motion. Motion passes: 3-0-0

c. **ARPA Committee – Final recommendations and reports**

Michelle Felicitti – Explains there has been some funds already spent on the fire department. With what's left over, they have recommended to apply the funds to repairs at the Transfer Station, and with what may be left over after that to apply fist to Bunganut Park and if any more remaining funds are available to go to the Kennebunk Pond Beach project.

d. **Schedule Annual Town Meeting for June**

Board discussed scheduling the ballot election on June 13th, 2023 and Annual Town Meeting on June 15th, 2023.

e. **Reschedule Select Board meeting on 2/20/23 (Holiday)**

Board discussed meeting date change. Next meeting will be Tuesday February 21st, 2023.

Town of Lyman
Select Board Regular Meeting Minutes
Monday February 6, 2023 – Lyman Town Hall

f. [Assessor request for training services, review agreement](#)

Lindsay Gagne – explains the Assessor is still working on completing the revaluation. She has used this company before for training services and is requesting the board to review and approve the agreement to use these services.

Thomas Hatch – **Makes a motion to allow the Assessor to use the assessing training services per the budgeted line she has.**

David Alves – **Seconds the motion. Motion passes: 3-0-0**

g. [Discuss procedure around key for lock box](#)

Ralph Blackington – States he can install the lock box for the master key. The cameras will be on the key and anyone that needs to use it would sign it out.

David Alves – Agrees having some sort of a sign out log for it.

Thomas Hatch – States he can work with Lindsay on outlining a procedure around this.

h. [Upcoming Training National Incident Management System \(NIMS\)](#)

Thomas Hatch – States Select Board members need to be compliant with this to receive grant funding. There are a few different dates board members can choose from to sign up.

OTHER – None

EXECUTIVE SESSION – None

ADJOURN

Thomas Hatch – **Makes a motion to adjourn.**

David Alves – **Seconds the motion. Motion passes: 3-0-0**

Ralph “Ralph” Blackington (Chair)

David Alves

Thomas Hatch (Vice Chair)

Jessica Picard

John Tibbetts

I, Lindsay Gagne, Clerk to the Select Board of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 4 pages are the original minutes of the Board of Selectmen Regular Meeting dated February 6th, 2023

Lindsay Gagne

ITEM #4: (a.) Payroll Warrant

LYMAN
8:38 AM

Payroll Warrant
Pay Date: 02/22/2023

02/16/2023
Page 1

WARRANT: 36

Check	D / D	Check	Employee	Gross Pay
1	1,421.38	0.00	79 SUSAN J BELLEROSE	2,014.19
2	106.78	0.00	032 DANA A CARTER	115.63
3	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
4	1,381.76	0.00	028 LINDSAY GAGNE	1,818.75
5	1,649.86	0.00	016 LAURIE L GONSKA	2,913.46
6	256.42	0.00	007 THOMAS M HOLLAND	286.85
7	1,306.51	0.00	019 HOLLI L HUTCHINS	1,797.08
8	1,490.08	0.00	015 JEANETTE E LEMAY	2,405.15
9	760.23	0.00	036 JULIE LEMIEUX	1,030.00
10	955.91	0.00	041 RANDALL L MURRAY	1,415.98
11	839.78	0.00	005 BRADLEY J NIKEL	1,458.00
12	350.21	0.00	19 BRIAN D. RACICOT	434.78
13	315.33	0.00	002 DAVID W RILEY	341.45
14	148.12	0.00	020 DAVID H SANTORA	160.39
15	506.92	0.00	001 MAURICE ST CLAIR	548.91
16	234.23	0.00	40 RAYMOND J VALLIERE	253.64
17	1,516.77	0.00	76 PAULINE F WEISS	2,186.54
18	0.00	15,136.37	D / D 1 BIDDEFORD SAVINGS BANK	
19	0.00	5,549.09	T & A 1 I.R.S.	
20	0.00	1,027.28	T & A 3 ICMA	
21	0.00	1,028.35	T & A 2 MAINE REVENUE SERVICES	
22	0.00	1,148.24	T & A 9 MPERS	
Total	15,136.37	23,889.33		21,955.94

Put into A/P **9,682.99**
 Taken out of A/P **(8,752.96)**
Total Payroll 24,819.36

Count
 Checks 22

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

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

Payroll Check Register
Pay Date: 02/22/2023

Check	D / D	Check	Amount	Date	Employee
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Employee Checks

1	1,421.38	0.00	1,421.38	02/22/23	79 SUSAN J BELLEROSE
2	106.78	0.00	106.78	02/22/23	032 DANA A CARTER
3	1,896.08	0.00	1,896.08	02/22/23	029 BRENDA D CHARLAND
4	1,381.76	0.00	1,381.76	02/22/23	028 LINDSAY GAGNE
5	1,649.86	0.00	1,649.86	02/22/23	016 LAURIE L GONSKA
6	256.42	0.00	256.42	02/22/23	007 THOMAS M HOLLAND
7	1,306.51	0.00	1,306.51	02/22/23	019 HOLLI L HUTCHINS
8	1,490.08	0.00	1,490.08	02/22/23	015 JEANETTE E LEMAY
9	760.23	0.00	760.23	02/22/23	036 JULIE LEMIEUX
10	955.91	0.00	955.91	02/22/23	041 RANDALL L MURRAY
11	839.78	0.00	839.78	02/22/23	005 BRADLEY J NIKEL
12	350.21	0.00	350.21	02/22/23	19 BRIAN D. RACICOT
13	315.33	0.00	315.33	02/22/23	002 DAVID W RILEY
14	148.12	0.00	148.12	02/22/23	020 DAVID H SANTORA
15	506.92	0.00	506.92	02/22/23	001 MAURICE ST CLAIR
16	234.23	0.00	234.23	02/22/23	40 RAYMOND J VALLIERE
17	1,516.77	0.00	1,516.77	02/22/23	76 PAULINE F WEISS
Total	15,136.37	0.00	15,136.37		

Direct Deposit Checks

18	0.00	15,136.37	15,136.37	02/22/23	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	15,136.37	15,136.37		

Trust & Agency Checks

19	0.00	5,549.09	5,549.09	02/22/23	T & A 1 I.R.S.
20	0.00	1,027.28	1,027.28	02/22/23	T & A 3 ICMA
21	0.00	1,028.35	1,028.35	02/22/23	T & A 2 MAINE REVENUE SERVICES
22	0.00	1,148.24	1,148.24	02/22/23	T & A 9 MPERS
Total	0.00	8,752.96	8,752.96		

Summary

Checks:	Regular	0.00	17
	D / D	15,136.37	1
	Employee	15,136.37	
	T & A	8,752.96	4
	Voided		0
	Total	23,889.33	22

ITEM #4: (b.) AP Warrant 37

Lyman
10:00 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

02/16/2023
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9583	4,769.37	02/03/23	37	0569 SECRETARY OF STATE
P	9584	6,135.04	02/10/23	37	0569 SECRETARY OF STATE
R	9585	112.53	02/20/23	37	0218 AMAZON CAPITAL SERVICES
R	9586	245.00	02/20/23	37	1046 BOURQUE & CLEGG LLC
R	9587	400.00	02/20/23	37	0091 CENTRAL MAINE POWER, INC.
R	9588	491.31	02/20/23	37	0208 CHAMPAGNE'S ENERGY
R	9589	32.00	02/20/23	37	0994 CINTAS CORPORATION- # 758
R	9590	91.65	02/20/23	37	0111 CYN ENVIRONMENTAL SERVICES
R	9591	525.00	02/20/23	37	0133 DAVID W. RILEY
R	9592	317.50	02/20/23	37	0151 DAYTON SAND & GRAVEL, CO.,INC.
R	9593	15,048.00	02/20/23	37	0248 DAYTON SNOW FIGHTERS INC.
R	9594	33,012.34	02/20/23	37	0024 EASTERN SALT COMPANY INC
R	9595	11,446.78	02/20/23	37	0500 ECOMAINE
R	9596	49.83	02/20/23	37	0147 GONETSPEED
R	9597	20.25	02/20/23	37	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	9598	1,707.96	02/20/23	37	0013 LYMAN SNOWMOBILE CLUB
R	9599	14,922.07	02/20/23	37	0376 M M E H T
R	9600	155.00	02/20/23	37	0161 MAINE MUNICIPAL ASSOCIATION
R	9601	4,949.50	02/20/23	37	0034 MEMIC
R	9602	6,500.00	02/20/23	37	0235 MUNICIPAL RESOURCES INC
R	9603	325.00	02/20/23	37	0256 POTTYS-R-US
R	9604	152.48	02/20/23	37	0084 READYREFRESH BY NESTLE
R	9605	40.00	02/20/23	37	0185 STATE OF MAINE CHAPTER OF IAAO
R	9606	137.86	02/20/23	37	0148 VERIZON WIRELESS
R	9607	108.47	02/20/23	37	0985 WARRENS OFFICE SUPPLIES
P	9999	1,545.65	02/20/23	37	0091 CENTRAL MAINE POWER, INC.
P	88889	290.53	02/20/23	37	0140 WEX BANK
P	99999	349.99	02/20/23	37	0095 CARDMEMBER SERVICE
P	99999	69.61	02/20/23	37	0095 CARDMEMBER SERVICE
P	99999	14.99	02/20/23	37	0095 CARDMEMBER SERVICE
P	99999	462.00	02/20/23	37	0095 CARDMEMBER SERVICE
P	99999	7.20	02/20/23	37	0095 CARDMEMBER SERVICE
P	99999	22.00	02/20/23	37	0095 CARDMEMBER SERVICE
P	99999	134.77	02/20/23	37	0095 CARDMEMBER SERVICE
Total		104,591.68			

Count

Checks	34
Voids	0

A / P Warrant

Warrant 37

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00218 AMAZON CAPITAL SERVICES						
0447	9585	02	SUPPLIES	1PND-JW67-DFR4		
SUPPLIES			E 110-11-60-610		43.34	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		43.34	
0447	9585	02	SUPPLIES	1GRN-QPKR-GN6X		
SUPPLIES			E 110-11-60-610		42.92	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		42.92	
0447	9585	02	SUPPLIES	14WL-FQ4H-1Q7M		
SUPPLIES			E 110-11-60-610		26.27	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		26.27	
			Vendor Total-		112.53	
01046 BOURQUE & CLEGG LLC						
0447	9586	02	SERVICES	43697		
SERVICES			E 181-11-33-320		245.00	0.00
			CONT PROF / PROF SERV LE			
			Vendor Total-		245.00	
00095 CARDMEMBER SERVICE						
0447	99999	02	MICROPHONE	SWEETWATER		
MICROPHONE			E 191-11-70-710		349.99	0.00
			EQUIPMENT / COMP EQUIP			
			Invoice Total-		349.99	
0447	99999	02	PAINT	24050121806		
PAINT			E 141-11-40-410		69.61	0.00
			REPAIRS & MA / BLDGS & GROU			
			Invoice Total-		69.61	
0447	99999	02	ZOOM	188077252		
ZOOM			E 110-11-32-310		14.99	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		14.99	
0447	99999	02	MISCROSOFT	E0600M5SIW		
MISCROSOFT			E 110-11-32-310		462.00	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		462.00	
0447	99999	02	MICROSOFT	E0600M5VA8		
MICROSOFT			E 110-11-32-310		7.20	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		7.20	
0447	99999	02	MICROSOFT	E0600M5VA9		
MICROSOFT			E 110-11-32-310		22.00	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		22.00	
0447	99999	02	STAPLES CABINET	9847039031		
STAPLES CABINET			E 191-11-70-710		134.77	0.00
			EQUIPMENT / COMP EQUIP			
			Invoice Total-		134.77	
			Vendor Total-		1,060.56	

00091 CENTRAL MAINE POWER, INC.

A / P Warrant

Warrant 37

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0447	9587	02	ACCT # 3001-3013-971	020723		*** SEPARATE ***
ACCT # 3001-3013-971			E 750-86-90-999		400.00	0.00
			OTHER / MISC			
			Invoice Total-		400.00	
0447	9999	02	ELECTRICITY	401000024409		
3501-2118-408			E 147-22-50-560		20.16	0.00
			UTILITIES / ELECTRICITY			
3501-1893-878			E 147-22-50-560		26.25	0.00
			UTILITIES / ELECTRICITY			
3501-2918-062			E 147-22-50-560		40.32	0.00
			UTILITIES / ELECTRICITY			
3501-6854-669			E 147-31-50-560		469.64	0.00
			UTILITIES / ELECTRICITY			
3501-2614-331			E 147-51-50-560		344.18	0.00
			UTILITIES / ELECTRICITY			
3501-6858-561			E 147-21-50-560		27.86	0.00
			UTILITIES / ELECTRICITY			
3501-2989-030			E 147-11-50-560		572.17	0.00
			UTILITIES / ELECTRICITY			
3001-3752-495			E 147-21-50-560		45.07	0.00
			UTILITIES / ELECTRICITY			
			Invoice Total-		1,545.65	
			Vendor Total-		1,945.65	
00208 CHAMPAGNE'S ENERGY						
0447	9588	02	29084-0 PROPANE	1304975		
PROPANE			E 147-11-50-510		491.31	0.00
			UTILITIES / PROPANE			
			Vendor Total-		491.31	
00994 CINTAS CORPORATION- # 758						
0447	9589	02	13117643	4145825639		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
			Vendor Total-		32.00	
00111 CYN ENVIRONMENTAL SERVICES						
0447	9590	02	LY3802	90887162-230001		
LY3802			E 150-31-35-358		91.65	0.00
			CTRCT SVS WA / PROF SVS HWO			
			Vendor Total-		91.65	
00133 DAVID W. RILEY						
0447	9591	02	SERVICES	2022-0505		
SHOVELING/SANDING TH			E 143-11-31-360		35.00	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		35.00	
0447	9591	02	SERVICES	2022-0506		
ROADS REPAIRS/MAINT			E 131-51-40-483		450.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
ROADSIDE TRASH PICKUP			E 145-51-31-330		40.00	0.00
			CTRCT SVS BL / WASTE SVS			
			Invoice Total-		490.00	
			Vendor Total-		525.00	

00151 DAYTON SAND & GRAVEL, CO., INC.

A / P Warrant

Warrant 37

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0447	9592	02	52800		251740	
52800			E 131-51-40-483		317.50	0.00
			REPAIRS & MA / RDS/REPAIRS			
			Vendor Total-		317.50	
00248 DAYTON SNOW FIGHTERS INC.						
0447	9593	02	MIXING SALT & SAND		1073	
MIXING SALT & SAND			E 143-51-31-360		15,048.00	0.00
			CTRCT SVS BL / PLOW & SAND			
			Vendor Total-		15,048.00	
00024 EASTERN SALT COMPANY INC						
0447	9594	02	SALT LYMANM05		127514	
SALT LYMANM05			E 143-51-31-360		28,520.70	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		28,520.70	
0447	9594	02	SALT LYMANM05		127770	
SALT LYMANM05			E 143-51-31-360		4,491.64	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		4,491.64	
			Vendor Total-		33,012.34	
00500 ECOMAINE						
0447	9595	02	RECYCLE		013123	
RECYCLE			E 150-31-35-352		557.55	0.00
			CTRCT SVS WA / PROF SVS REC			
			Invoice Total-		557.55	
0447	9595	02	BULK		013123	
BULLYMAN01 OBW-WOOD			E 150-31-35-351		669.47	0.00
			CTRCT SVS WA / PROF SVS TW			
			Invoice Total-		669.47	
0447	9595	02	LYMAN		013123	
LYMAN01 MSW			E 150-31-35-350		10,219.76	0.00
			CTRCT SVS WA / PROF SVS TIP			
			Invoice Total-		10,219.76	
			Vendor Total-		11,446.78	
00147 GONETSPEED						
0447	9596	02	13668 PHONE		030523	
13668 PHONE			E 150-31-50-580		49.83	0.00
			UTILITIES / COMM			
			Vendor Total-		49.83	
00322 KENNEBUNK LIGHT & POWER DISTRICT						
0447	9597	02	2101002-01		02072023	
2101002-01			E 147-51-50-560		20.25	0.00
			UTILITIES / ELECTRICITY			
			Vendor Total-		20.25	
00013 LYMAN SNOWMOBILE CLUB						
0447	9598	02	SNOWMOBLIES ARTICLE 32		02132023	
SNOWMOBLIES ARTICLE 32			R 110-099		1,707.96	0.00
			MISC			
			Vendor Total-		1,707.96	

Warrant 37

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00376 M M E H T						
0447	9599	02	MHT.31171	MAR 2023		
INSURANCE-EMPLOYEE			G 1-205-00		1,810.15	0.00
			BENFTS-EMPLE			
HEALTH			E 102-99-20-210		12,708.06	0.00
			BENEFITS / HEALTH			
DENTAL			E 102-99-20-211		394.11	0.00
			BENEFITS / DENTAL			
LIFE NO MED			E 102-99-20-214		9.75	0.00
			BENEFITS / LIFE NO MED			
			Vendor Total-		14,922.07	
00161 MAINE MUNICIPAL ASSOCIATION						
0447	9600	02	31170U	44658		
31170U			E 117-99-38-327		155.00	0.00
			CONT SVS INS / INS UNEMPLOY			
			Vendor Total-		155.00	
00034 MEMIC						
0447	9601	02	1810107099	FINAL 2022		
1810107099			E 117-99-38-326		2,474.00	0.00
			CONT SVS INS / INS W.C.			
			Invoice Total-		2,474.00	
0447	9601	02	1810107099	Q2 2023		
1810107099			E 117-99-38-326		2,475.50	0.00
			CONT SVS INS / INS W.C.			
			Invoice Total-		2,475.50	
			Vendor Total-		4,949.50	
00235 MUNICIPAL RESOURCES INC						
0447	9602	02	HR JOB STUDY	FIRST HALF		
HR JOB STUDY			E 181-11-90-981		6,500.00	0.00
			OTHER / HR JOB STUDY			
			Vendor Total-		6,500.00	
00256 POTTYS-R-US						
0447	9603	02	PORTA-POTS	24277		
CHADBOURNE FIELD			E 145-21-35-331		175.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		175.00	
0447	9603	02	PORTA-POTS	24212		
KENNEBUNK POND			E 145-21-35-331		75.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		75.00	
0447	9603	02	PORTA-POTS	24198		
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	
00084 READYREFRESH BY NESTLE						
0447	9604	02	0427507058	058724		
H20 0427507058			E 110-11-60-610		152.48	0.00
			SUPPLIES / SUPPLIES			

A / P Warrant

Warrant 37

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Vendor Total-					152.48	
00569 SECRETARY OF STATE						
0447	9583	02	31170		01/26-02/02	
31170			G 1-250-00		4,769.37	0.00
			MTR VEHICLE			
Invoice Total-					4,769.37	
0447	9584	02	31170		02/02-02/09	
31170			G 1-250-00		6,135.04	0.00
			MTR VEHICLE			
Invoice Total-					6,135.04	
Vendor Total-					10,904.41	
00185 STATE OF MAINE CHAPTER OF IAAO						
0447	9605	02	GONSKA MEETING 3/9/23		030923	
TRAINING			E 102-31-20-280		40.00	0.00
			BENEFITS / TRAINING			
Vendor Total-					40.00	
00148 VERIZON WIRELESS						
0447	9606	02	6423575065-00001		9926916600	
642357065-00001			E 110-11-50-580		137.86	0.00
			UTILITIES / COMM			
Vendor Total-					137.86	
00985 WARRENS OFFICE SUPPLIES						
0447	9607	02	TOWLYM		515195	
TOWLYM			E 110-11-60-610		108.47	0.00
			SUPPLIES / SUPPLIES			
Vendor Total-					108.47	
00140 WEX BANK						
0447	88889	02	0496-00-621844-0		87031554	
0496-00-621844-0			E 150-31-40-450		290.53	0.00
			REPAIRS & MA / EQUIPMENT			
Vendor Total-					290.53	
Prepaid Total-					13,801.15	
Current Total-					90,790.53	
EFT Total-					0.00	
Warrant Total-					104,591.68	

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.) Discuss procedure for lock box and key

SMART. SIMPLE. SECURE.
PROPERTY ACCESS MANAGEMENT



5440D and 5441D Bluetooth® Lock Boxes The Key is Your Smartphone

Master Lock® Bluetooth® Lock Boxes offer the freedom to protect and control access to homes, businesses or vacation properties right from your smartphone. The free and intuitive Master Lock Vault® eLocks App allows users to assign who can access their property, and for how long. It's the smart and simple way to confidently secure property and manage access from anywhere at any time.



**Master
Lock.**



Around the Clock Access Control



Share Access

Share permanent or temporary access with our free app, or manual codes



Guest Activity Auditing

View lock history, including guest addition/deletion, guest unlock/open/relock activity



Tamper Alerts

Multiple unsuccessful keypad entry attempts trigger email and app notifications



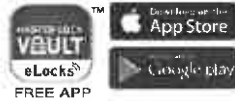
Low Battery Alerts

Warning light on keypad as well as email and app notifications

Features and Benefits:

Open and Manage Lock Boxes with Smartphone

- Use the free Master Lock Vault® eLocks App
- Schedule access now and in the future
- Provide permanent or temporary access



Convenience

- Easy to use and to access with no need for secondary key card
- Grant or revoke access to an individual without affecting other authorized users
- Large storage capacity for keys and key cards
- Easy to replace, long-life battery (C123A)

Optional Manual Code Access Via Keypad When a Smartphone is Not Available

Use the App or the Web to Track Usage

Security and Durability

- Solid body with protective coating prevents scratches
- Weather resistant to -40°

Value

- No monthly data package or shared access fees
- No activation or monthly usage fees
- No long-term contracts



5440D Bluetooth® Portable Lock Box

Removable shackle for easy installation or removal



5441D Bluetooth® Wall Mount Lock Box

Built for permanent installation on a wall or flat surface

Ideal Access Control For:

Real Estate Sales | Commercial Property | Rental Property | Vacation Property | Job Site | Home



Product Number	LOCK BOX DIMENSIONS			SHACKLE DIMENSIONS			
	Body Width in (mm)	Body Depth in (mm)	Full Lock Height in (mm)	A in (mm)	B in (mm)	C in (mm)	
5440D	2.187in (83mm)	2.312in (59mm)	7.2in (183mm)	0.4in (10mm)	1.8in (46mm)	1.4in (36mm)	
5441D	2.187in (83mm)	2.312in (59mm)	5.0in (127mm)	N/A	N/A	N/A	

Product Number	QTY	End Item UPC Code 0-71649	INDIVIDUAL PACK				MASTER CARTON							
			Weight lbs (kg)	Length in (cm)	Width in (cm)	Height in (cm)	Cubic in (cm)	QTY	12 of 5 20-0-71649	Weight lbs (kg)	Length in (cm)	Width in (cm)	Height in (cm)	Cubic in (cm)
5440D	1	29300-9	3lbs (1.4kg)	5.25in (13.335cm)	2.5in (6.35cm)	8.4in (21.336cm)	110.25in (1806cm)	2	29300-6	7.5lbs (3.4kg)	6.32in (16.05cm)	6.22in (15.80cm)	10.41in (26.44cm)	409in (6,705cm)
5441D	1	29302-3	3lbs (1.4kg)	5.25in (13.335cm)	2.5in (6.35cm)	8.4in (21.336cm)	110.25in (1806cm)	2	29302-7	7.5lbs (3.4kg)	6.32in (16.05cm)	6.22in (15.80cm)	10.41in (26.44cm)	409in (6,705cm)

The Bluetooth® word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc. and any use of such marks by The Master Lock Company is under license. Other trademarks and trade names are those of their respective owners.



www.masterlock.com

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 Master Lock Canada, Mississauga, Ontario L5L 5Z9 | 800-227-9599
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Master Lock

5440D/5441D Instructions/Instructions/Instrucciones

For videos, instructions & FAQ's, visit:
Pour des vidéos, directives et FAQ, visitez :
Para videos, instrucciones y preguntas frecuentes, visite:
www.masterlock.com/masterlockvaultlocks/bluetooth-lockboxes

7

PRIMARY CODE
CODE PRIMAIRE
CÓDIGO PRINCIPAL

ACTIVATION CODE
CODE D'ACTIVATION
CÓDIGO DE ACTIVACIÓN

QUICK START – UNLOCK WITH MOBILE DEVICE

1. Remove lock box and instructions from package.
2. On your Android or iOS mobile device, visit the app store to download the FREE Master Lock Vault eLocks app. To check your device compatibility, visit: <http://www.masterlock.com/masterlockvaultlocks/app-download-device-compatibility>. (Note: There are two Master Lock Vault apps. Download the Master Lock Vault eLocks version.)



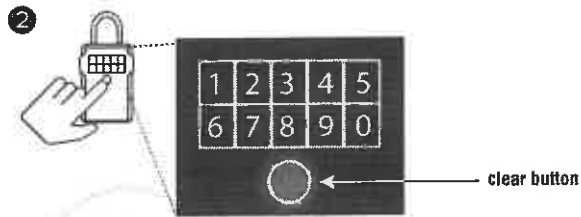
3. Launch the app and create an account, or sign into your existing Master Lock Vault account.
4. In the Master Lock Vault eLocks app, touch Add a Lock(+)
5. Enter the **Activation Code**, from the blue box above, on your mobile device to register the lock box. Once your lock box is registered, it will display in the Lock List inside the app. Touch the name of the lock box to access the lock details and manage additional settings, view the access history, or share access with guests.
6. **By default, your lock is in Touch Unlock mode.** Touch any button on the lock box keypad to wake and unlock it. When the light turns green, open within 5 seconds or it will relock. The green light means the door can now be opened by pulling on it. (Note: You can change the phone-to-lock box communication range in the app settings, by using the Device Calibration feature.)

QUICK START – REMOVE SHACKLE

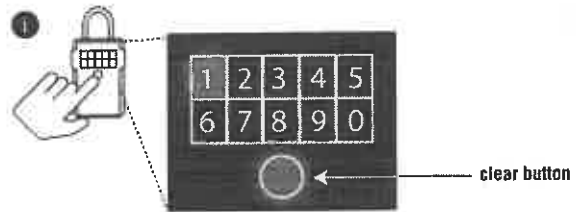
1. Once you have downloaded the Master Lock Vault eLocks app and registered your lock box, press any button on the lock box key pad to wake your lock box. Touch the Remove Shackle button on the Lock Details page, which is found under Manage Lock. Your lock box will again light green, and you can then remove the shackle within 5 seconds.
2. To remove the shackle using the lock box keypad:
 - i. Press the clear button and first digit of your primary code, from the black box above, simultaneously (See illustration 1).
 - ii. Release the clear button and first digit, then enter the rest of the primary code.
 - iii. When the light turns green, remove the shackle within 5 seconds or it will relock. (Note: Pressing the clear button erases all input and restarts the process.)

QUICK START – UNLOCK WITH LOCK BOX KEYPAD

1. Remove lock box and instructions from the package.
2. Enter the Primary Code, located in the black box above, into the lock box keypad. (Note: Do not pull on the door when entering the code and do not press the clear button. (see illustration 2). Entering the Primary Code will erase the Try Me code.)
3. When lock box light turns green, open within 5 seconds or it will relock.



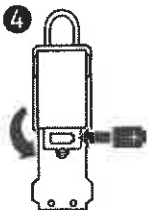
(Note: Pressing the clear button erases all input and restarts the process.)



(Note: Pressing the clear button erases all input and restarts the process.)

BATTERY INSTRUCTIONS – HOW TO REPLACE BATTERY

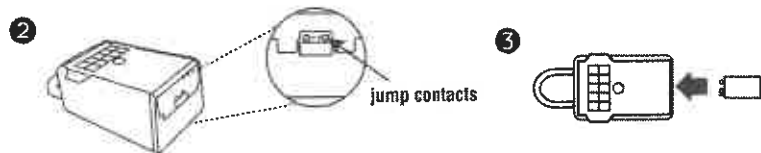
1. Low battery will be indicated through an email notification, the app, or by a yellow light on the lock box.
2. Unlock and open the lock box door.
3. Using a Flat Head screw driver, open the battery compartment door and remove the battery.
4. Install a new CR123A battery, making sure to position the battery with positive and negative sides facing the proper direction as indicated on the door and battery compartment (See illustration 4).
5. Close the battery door and tighten the screw.



BATTERY INSTRUCTIONS – HOW TO UNLOCK WHEN THE BATTERY IS COMPLETELY DRAINED

1. If the battery drains while the lock box door is closed, you can jump it using an external 9-volt battery.
2. Locate the battery jump contacts on the bottom of the lock box (see illustration 2).
3. Hold a new 9-volt battery underneath the lock box with the positive (+) and negative (-) terminals pressed against the jump contacts (see illustration 3), in the orientation indicated on the bottom of the lock box (see illustration 2).
4. While holding the battery in place, and with an authorized mobile device within range of the lock box and in Touch Unlock mode, press any keypad button on the lock box. If the lock box does not unlock, or an authorized mobile device is not available, enter the Primary Code on the lock box keypad, while holding the 9-volt battery in place.
5. When lock box is opened, install a new CR123A battery.

Please note that after installing a new battery, the low battery icon will no longer display in the app after the lock box and app communicate with each other. However, it will take between 2 and 72 hours for the yellow LED to stop displaying on the lock itself.



Subtotal: \$169.99
Order ID: 64392

Tools & Home Improvement

Enter keyword or product number

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Master Lock Lock Box, Electronic Wall Mount Key Safe, Bluetooth iOS/Android App and Keypad Codes, 3-1/4 in. Wide, 5441EC

Visit the Master Lock Store
1,363 ratings | 203 answered questions
Amazon's Choice for "smart lock box"

List Price: ~~\$179.00~~ Details
Price: **\$169.99**
You Save: \$9.01 (5%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

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Style: **Wall Mount**

Portable **Wall Mount**

Pattern Name: **Box**

Box **Box + Lock box, Black Medium** Box + Lock Box + Tether

Box + Wall Mount Key Lock Box **Box + Wall Mount Lock Box**

Brand Master Lock
Lock Type Electronic, Key
Color black
Material Zinc
Product Dimensions 2.3"D x 9"W x 5"H
Mounting Type Wall Mount

See more

About this item

- For indoor or outdoor use; Wall mount lock box is best used for key and access card storage; Large internal cavity allows secure storage for multiple keys; Weather resistant to -40°
 - Share temporary or permanent access via Bluetooth or keypad code with invited guests (Wi-Fi connection is not required to operate); Monitor activity, and receive tamper and low-battery alerts
 - Ideal for use on Airbnb and VRBO vacation rental properties, unmanned remote locations, and real estate
 - Master Lock Vault Home and Enterprise Apps are designed for personal use, supporting up to 10 locks. Can be upgraded to Master Lock Vault Enterprise business platform, and integrated with ShowingTime and BrokerBay scheduling management
 - 3-1/4 inch wide lock body; Internal dimensions 3-39/64 inch height, 2-1/2 inch width, 1-7/64 inch depth; Replaceable CR123A battery (included)
 - For answers to frequently asked questions, troubleshooting, and technical support, see document titled User Guide in the technical specifications section of this page
- > See more product details

Top reviews for business



Shaelah Morris

NOT recommended for colder climates.

Reviewed in the United States on March 2, 2018
Verified Purchase

This was amazing in theory but didn't work right soon after we installed it and it froze completely in 20 degrees weather in Lake Tahoe. This really messed up my business for a day because I was out of town and fully out of cell range and my employees were not able to open the business because of this lock froze and they couldn't access the key. Sadly, we lost out on making thousands of dollars during one of the busiest weekends of the year in this

Read full review

1 2 See all

Report incorrect product information.

Similar item to consider

Amazon's Choice



Amazon Basics Small Slim Desk Drawer Security Safe with Programmable Electronic Keypad - 11.8 x 8.6 x 4.4 inches (2637)
\$11.63

\$169.99

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Details

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Qty: 1

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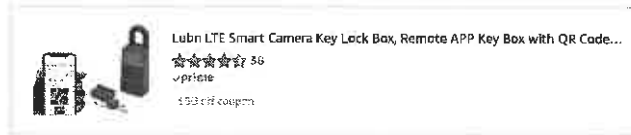
Kavey 2.0 Cub Safe Box, Home Safe with Dual Warning Alarm and LED Light, Mon...

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Special offers and product promotions

- Amazon Business: Save time and money with your Amazon Business account. [Sign in now to see business-only prices.](#)

Product Description

The Master Lock 5441EC Bluetooth Wall-Mount Lock Box. Open and manage with your smartphone or with temporary or permanent codes. Monitor who visits and when through the App and notifications. Easily installed using hardware supplied with the lock box. Large capacity to hold key cards or traditional keys. Long life battery is easily replaceable. Solid body durability and coated surface to protect hardware and door finish. Works with the free Master Lock Vault App.

Product information

Technical Details

Brand	Master Lock
Lock Type	Electronic, Key
Color	black
Material	Zinc
Product Dimensions	2.3"D x 9"W x 5"H
Mounting Type	Wall Mount
Included Components	Lock box, mounting hardware
Item Weight	0.85 Kilograms
Assembly Required	No
Style	Wall Mount
Alarm	Lock
Water Resistance Level	Not Water Resistant
Chamber Width	2.5 inches
Manufacturer	Master Lock
Part Number	5441EC
Item Weight	1.87 pounds
Product Dimensions	2.3 x 9 x 5 inches
Item model number	5441EC
Batteries	1 CR123A batteries required. (included)
Is Discontinued By Manufacturer	No
Size	3-1/4"
Pattern	Box
Item Package Quantity	1

Additional Information

ASIN	B071N9G3Q
UNSPSC Code	46171500
Customer Reviews	1,363 ratings 4.3 out of 5 stars
Best Sellers Rank	#21,820 in Tools & Home Improvement (See Top 100 in Tools & Home Improvement) #34 in Security Lock Boxes #65 in Combination Locks #145 in Home Safes & Safe Accessories
Date First Available	May 6, 2017

Warranty & Support

Product Warranty: For warranty information about this product, please click here. [PDF]

Feedback

Would you like to tell us about a lower price?

locks;locker lock;bluetooth lock;pad lock;electronic door lock;fingerprint lock;smart padlock;locks for lockers;wifi lock;locks padlock;bluetooth padlock;electronic lock;fingerprint padlock;masterlock;tapplock;tapplock fingerprint;directional lock;finger print lock;biometric lock;master lock padlock;lock for locker;master lock key box;locker locks;outdoor padlock;biometric padlock;outdoor lock;tapplock;tool box lock;portable lock

TOWN OF LYMAN

Memorandum

To: Ralph "Rusty" Blackington – Chair
 Thomas Hatch – Vice-chair
 John Tibbetts – Select Board
 David Alves – Select Board
 Jessica Picard – Select Board

From: Jeanette Lemay - Treasurer

Date: 2/15/2023

RE: **Bunganut Park Questions**

Donations from athletic clubs:

I ran a receipt search on the term "massabe". It resulted in attachment A. As you will see we received a donation on 4/27/21 from the Little League but nothing has come in after that and the only one to come in before that was on 1/12/2007.

I also went through the Revenue Detail reports from FY 2019 through FY 2023 and found nothing in the donations line, with the exception of the one from 4/27/21.

Bunganut gate revenue:

I loaded the transaction report (attachment B) we received from the Y into Excel and created a spreadsheet to better access information (attachment C).

The report provided by the Y provides

- total number of persons
- those that were residents for the day
- those that had a seasonal pass for the day
- those that had a weekly pass for the day
- Those that had a reservation for the day

I created a column taking the total number persons and deducting the residents, seasonals, weekly, and reservations to figure out the total number of "Daily" persons per day. That resulted in 3,959 "Daily" persons for the period of 5/28/22 through 7/31/22.

If we charged per person, the total revenue on daily sales would have been about \$59,385. Because we charge by the carload, I assumed that there were 5 people in a car, divided by the total number of individuals and multiplied by \$15.00. This brought the revenue to \$11,877 and was more in line with actual revenue received.

I would like to note that there are, in some cases, inconsistencies in the report itself. For instance, July 4, 2022, they reported 244 persons with 244 persons being residents and 17 being seasonal.

I emailed Andy Orazio on 2/9/2023 and asked him for the report from 8/1/2022 through 9/30/2022 but I have not heard back from him.

After asking questions it has been noted to me that one person is stationed at the gate at Bunganut. If you paid one person \$21.00 per hour, the cost would approximately be \$21,883 for the season (see attachment D).

I have also included a spreadsheet showing the revenue received and the amount we paid for the contract from FY 12 through FY 23 (attachment E).

Camp Marland (Y's summer camp) fee's:

I have included the 2022 brochure for you (attachment F).

Kindergarten & 1st Grade Camp Mini Marland: Looks as if they do not use Bunganut on a daily basis (see page 3)

Campers 2nd Grade through 7th Grade are at Bunganut Park (see page 3):

Part Time (3 days a week) \$140 (member) \$145 (non-member) per week

Full Time (5 days a week) \$180 (member) \$185 (non-member) per week

If you have any further question's please let me know.

Receipt Search Report

Receipt Type = 88, Name Contains massabe

Date	Time	Receipt	Type	Teller	Name	Ref/Acct	Amount
11/17/2004	6:12 PM	19332	088	AMB	MASSABESIC UNITED SOCCER		180.00
11/17/2004	6:11 PM	19331	088	AMB	MASSABESIC AREA YOUTH		51.35
1/14/2005	4:21 PM	20392	088	AMB	MASSABESIC UNITED SOCCER	INV#000134	47.14
9/20/2005	3:58 PM	27310	088	AMB	MASSABESIC UNITED SOCCER		250.72
10/26/2005	3:56 PM	29396	088	AMB	MASSABESIC UNITED SOCCER		195.00
1/12/2007	10:46 AM	42175	088	KIM	Massabesic United Soccer Club		480.00
4/27/2021	10:45 AM	7806	088	SJB	MASSABESIC LITTLE LEAGUE		1,500.00
<hr/>							
Total:							2,704.21
Cash:							0.00
Check:							1,500.00
Credit:							0.00

A

Bunganut 2022

Daily Totals

Day \$15.00

4pm to 7 pm/Seniors \$10.00

Bunganut - 2022 Season Attendance

***R=Resident \$Free**

***S=Seasonal \$75.**

***W-Weekly \$50.00**

****RSV=Reservations Total Persons**

Date	#Persons	Cash	Checks	\$Total	*	*	*	**
					R	S	W	RSV
5/28/22	3				2			
5/29/22	64	\$515.00	\$225.00		5	7		
5/30/22	120	\$600.00	\$75.00		11	7		
TOTALS:	187	\$1,115.00	\$300.00	\$1,415.00	18	14	0	0
6/4/22	8	\$265.00				2		1
6/5/22	6	\$75.00			3	2		
TOTALS:	14	\$340.00	\$0.00	\$340.00	3	4	0	1
6/11/22	28	\$240.00	\$325.00		5	3		1
6/12/22	48	\$330.00			8	7		
TOTALS:	76	\$570.00	\$325.00	\$895.00	13	10	0	1
6/18/22	18	\$85.00		\$85.00	3			
6/19/22	0	\$0.00	\$0.00	\$0.00				
TOTALS:	18	\$85.00	\$0.00	\$85.00	3	0	0	0
6/20/22	13	\$75.00	\$75.00		5	1		
6/21/22	7	\$15.00			7	1		
6/22/22	4	\$150.00				2		
6/23/22	3				1	1		
6/24/22	34	\$130.00			3	5		
6/25/22	260	\$1,370.00	\$15.00		20	9		
6/26/22	303	\$1,620.00	\$225.00					
TOTALS:	624	\$3,360.00	\$315.00	\$3,675.00	36	19	0	0
6/27/22	5	\$0.00	\$0.00		2	1		
6/28/22	29	\$210.00			5	1		
6/29/22	52	\$265.00	\$75.00		2	6		
6/30/22	58	\$75.00			4	11		
7/1/22	80	\$305.00	\$75.00		19	3		
7/2/22	111	\$265.00	\$75.00		14	11		
7/3/22	226	\$1,045.00	\$75.00		18	18		
TOTALS:	561	\$2,165.00	\$300.00	\$2,465.00	64	51	0	0

B
Pg 1

Bunganut 2022

Family Totals

Day \$15.00

4pm to 7 pm/Seniors \$10.00

Bunganut - 2022 Season Attendance

*R=Resident \$Free

*S=Seasonal \$75.

*W-Weekly \$50.00

**RSV=Reservations Total Persons

Date	#Persons	Cash	Checks	\$Total	*	*	*	**
					R	S	W	RSV
7/4/22	244	\$960.00	\$75.00		244	17		
7/5/22	9	\$30.00			2	1		
7/6/22	78	\$270.00			3	6		
7/7/22	64	\$200.00	\$250.00		7	4		1
7/8/22	103	\$315.00	\$300.00		17	7		1
7/9/22	167	\$540.00	\$15.00		20	6		
7/10/22	189	\$515.00			22	17		
TOTALS:	854	\$2,830.00	\$640.00	\$3,470.00	315	58	8	2
7/11/22	102	\$475.00			7	7		
7/12/22	118	\$260.00	\$75.00		13	10		
7/13/22	183	\$630.00	\$150.00		9	26		
7/14/22	47	\$105.00			2	4		
7/15/22	179	\$355.00			15	7		
7/16/22	136	\$430.00	\$250.00		11	9	1	
7/17/22	279	\$865.00	\$280.00		54	65	2	
TOTALS:	1044	\$3,120.00	\$755.00	\$3,875.00	111	128	3	0
7/18/22	35	\$145.00			7	3		
7/19/22	161	\$105.00			21	16		
7/20/22	161	\$515.00	\$30.00		24	11		
7/21/22	68	\$165.00			2	11		
7/22/22	152	\$245.00			27	7		
7/23/22	227	\$980.00	\$250.00		9	9	1	
7/24/22	162	\$1,370.00			5	5		
TOTALS:	966	\$3,525.00	\$280.00	\$3,805.00	95	62	1	0

(B)

pg 2

Bunganut 2022

Daily Totals

Day \$15.00

4pm to 7 pm/Seniors \$10.00

Bunganut - 2022 Season Attendance

***R=Resident \$Free**

***S=Seasonal \$75.**

***W-Weekly \$50.00**

****RSV=Reservations Total Persons**

Date	#Persons	Cash	Checks	\$Total	*	*	*	**
					R	S	W	RSV
7/25/22	9	\$0.00	\$0.00		3			
7/26/22	119	\$245.00	\$15.00		9	10		
7/27/22	115	\$265.00			8	6		
7/28/22	74	\$185.00			10	5		
7/29/22	52	\$100.00			8			
7/30/22	135	\$410.00	\$250.00		15	8	1	
7/31/22	242	\$687.00	\$15.00		24	12		
TOTALS:	746	\$1,892.00	\$280.00	\$2,172.00	77	41	1	0

(B)

pg 3

Bunganut 2022

Daily Totals

Day \$15.00

4pm to 7 pm/Seniors \$10.00

Bunganut - 2022 Season Attendance

***R=Resident \$Free**

***S=Seasonal \$75.**

***W-Weekly \$50.00**

****RSV=Reservations Total Persons**

Date	#Persons	Cash	Checks	\$Total	*	*	*	**
					R	S	W	RSV

BUNGANUT GATE RECEIPTS TURNED IN WITH CASH (MAY THROUGH JULY)

DAY	DATE	#PERSONS	CASH	CHECK	TOTAL	Resident	Seasonal	Weekly	Reserved	Daily	Resident	Seasonal	Weekly	Reserved	Daily
Sat	5/28/2022	3	\$0.00	\$0.00	\$0.00	2	0	0		1	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
Sun	5/29/2022	64	\$515.00	\$225.00	\$740.00	5	7	7		52	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00
Mon	5/30/2022	120	\$600.00	\$75.00	\$675.00	11	7	7		102	\$0.00	\$0.00	\$0.00	\$0.00	\$1,530.00
Sat	6/4/2022	8	\$265.00	\$0.00	\$265.00	0	2	2	1	5	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00
Sun	6/5/2022	6	\$75.00	\$0.00	\$75.00	3	2	2		1	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
Sat	6/11/2022	28	\$240.00	\$325.00	\$565.00	5	3	3	1	19	\$0.00	\$0.00	\$0.00	\$0.00	\$285.00
Sun	6/12/2022	48	\$330.00	\$0.00	\$330.00	8	7	7		33	\$0.00	\$0.00	\$0.00	\$0.00	\$495.00
Sat	6/18/2022	18	\$85.00	\$0.00	\$85.00	3	0	0		15	\$0.00	\$0.00	\$0.00	\$0.00	\$225.00
Sun	6/19/2022	0	\$0.00	\$0.00	\$0.00	0	0	0		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mon	6/20/2022	13	\$75.00	\$75.00	\$150.00	5	1	1		7	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00
Tues	6/21/2022	7	\$15.00	\$0.00	\$15.00	7	1	1		(1)	\$0.00	\$0.00	\$0.00	\$0.00	(\$15.00)
Wed	6/22/2022	4	\$150.00	\$0.00	\$150.00	0	2	2		2	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00
Thur	6/23/2022	3	\$0.00	\$0.00	\$0.00	1	1	1		1	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
Fri	6/24/2022	34	\$130.00	\$0.00	\$130.00	3	5	5		26	\$0.00	\$0.00	\$0.00	\$0.00	\$390.00
Sat	6/25/2022	260	\$1,370.00	\$15.00	\$1,385.00	20	9	9		231	\$0.00	\$0.00	\$0.00	\$0.00	\$3,465.00
Sun	6/26/2022	303	\$1,620.00	\$225.00	\$1,845.00	0	0	0		303	\$0.00	\$0.00	\$0.00	\$0.00	\$4,545.00
Mon	6/27/2022	5	\$0.00	\$0.00	\$0.00	2	1	1		2	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00
Tues	6/28/2022	29	\$210.00	\$0.00	\$210.00	5	1	1		23	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00
Wed	6/29/2022	52	\$265.00	\$75.00	\$340.00	2	6	6		44	\$0.00	\$0.00	\$0.00	\$0.00	\$660.00
Thur	6/30/2022	58	\$75.00	\$0.00	\$75.00	4	11	11		43	\$0.00	\$0.00	\$0.00	\$0.00	\$645.00
Fri	7/1/2022	80	\$305.00	\$75.00	\$380.00	19	3	3		58	\$0.00	\$0.00	\$0.00	\$0.00	\$870.00
Sat	7/2/2022	111	\$265.00	\$75.00	\$340.00	14	11	11		86	\$0.00	\$0.00	\$0.00	\$0.00	\$1,290.00
Sun	7/3/2022	226	\$1,045.00	\$75.00	\$1,120.00	18	18	18		190	\$0.00	\$0.00	\$0.00	\$0.00	\$2,850.00
Mon	7/4/2022	244	\$960.00	\$75.00	\$1,035.00	244	17	17		(17)	\$0.00	\$0.00	\$0.00	\$0.00	(\$255.00)
Tues	7/5/2022	9	\$30.00	\$0.00	\$30.00	2	1	1		6	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00
Wed	7/6/2022	78	\$270.00	\$0.00	\$270.00	3	6	6		69	\$0.00	\$0.00	\$0.00	\$0.00	\$1,035.00
Thur	7/7/2022	64	\$200.00	\$250.00	\$450.00	7	4	4	1	52	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00
Fri	7/8/2022	103	\$315.00	\$300.00	\$615.00	17	7	7	1	78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,170.00
Sat	7/9/2022	167	\$540.00	\$15.00	\$555.00	20	6	6		141	\$0.00	\$0.00	\$0.00	\$0.00	\$2,115.00
Sun	7/10/2022	189	\$515.00	\$0.00	\$515.00	22	17	17		150	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00
Mon	7/11/2022	102	\$475.00	\$0.00	\$475.00	7	7	7		88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00
Tues	7/12/2022	118	\$260.00	\$75.00	\$335.00	13	10	10		95	\$0.00	\$0.00	\$0.00	\$0.00	\$1,425.00
Wed	7/13/2022	183	\$630.00	\$150.00	\$780.00	9	26	26		148	\$0.00	\$0.00	\$0.00	\$0.00	\$2,220.00
Thur	7/14/2022	47	\$105.00	\$0.00	\$105.00	2	4	4		41	\$0.00	\$0.00	\$0.00	\$0.00	\$615.00
Fri	7/15/2022	179	\$355.00	\$0.00	\$355.00	15	7	7		157	\$0.00	\$0.00	\$0.00	\$0.00	\$2,355.00
Sat	7/16/2022	136	\$430.00	\$250.00	\$680.00	11	9	9	1	115	\$0.00	\$0.00	\$50.00	\$0.00	\$1,725.00
Sun	7/17/2022	279	\$865.00	\$280.00	\$1,145.00	54	65	65	2	158	\$0.00	\$0.00	\$100.00	\$0.00	\$2,370.00
Mon	7/18/2022	35	\$145.00	\$0.00	\$145.00	7	3	3		25	\$0.00	\$0.00	\$0.00	\$0.00	\$375.00
Tues	7/19/2022	161	\$105.00	\$0.00	\$105.00	21	16	16		124	\$0.00	\$0.00	\$0.00	\$0.00	\$1,860.00

Page 1

Wed	7/20/2022	161	\$515.00	\$30.00	\$545.00	24	11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,890.00
Thur	7/21/2022	68	\$165.00	\$0.00	\$165.00	2	11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$825.00
Fri	7/22/2022	152	\$245.00	\$0.00	\$245.00	27	7		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,770.00
Sat	7/23/2022	227	\$980.00	\$250.00	\$1,230.00	9	9	1	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$3,120.00
Sun	7/24/2022	162	\$1,370.00	\$0.00	\$1,370.00	5	5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,280.00
Mon	7/25/2022	9	\$0.00	\$0.00	\$0.00	3	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00
Tues	7/26/2022	119	\$245.00	\$15.00	\$260.00	9	10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Wed	7/27/2022	115	\$265.00	\$0.00	\$265.00	8	6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,515.00
Thur	7/28/2022	74	\$185.00	\$0.00	\$185.00	10	5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$885.00
Fri	7/29/2022	52	\$100.00	\$0.00	\$100.00	8	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$660.00
Sat	7/30/2022	135	\$410.00	\$250.00	\$660.00	15	8	1	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$1,665.00
Sun	7/31/2022	242	\$687.00	\$15.00	\$702.00	24	12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,090.00
TOTALS		5090	\$19,002.00	\$3,195.00	\$22,197.00	735	387	5	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$59,385.00
		5090	\$19,002.00	\$3,195.00	\$22,197.00	735	387	5						

\$11,877

ASSUME CAR LOAD IS 5 PEOPLE AND EVERYONE WAS A CARLOAD

ESTIMATED COST OF WAGES FOR 1 PERSON TO BE AT GATE

	days	
Memorial day weekend	3	
first week june	2	
second week june	2	
third week june	7	
fourth week june	7	
July	31	
Aug	31	
Labor day	3	
week 2 sep	2	
	Total Days	88
hours 11 per day		968
\$21 per hour	20,328	NO OVERTIME
Fica	1,555	
AMOUNT PER day	21,883	



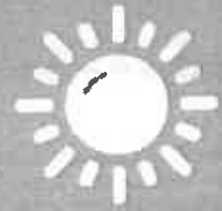
Bunganut Park gate receipts vs. contract cost

	Rev	Exp contract	Diff
FY 23	31,541	(41,000)	(9,459)
FY 22	22,744	(37,000)	(14,257)
FY 21	21,339	(36,000)	(14,661)
FY 20	25,674	(35,000)	(9,326)
FY 19	23,435	(25,000)	(1,566)
FY 18	13,109	(25,000)	(11,891)
FY 17	19,096	(25,000)	(5,904)
FY 16	20,958	(25,000)	(4,042)
FY 15	12,089	(22,000)	(9,911)
FY 14	15,173	(22,000)	(6,827)
FY 13	15,294	(22,000)	(6,706)
FY 12	16,699	(22,000)	(5,301)

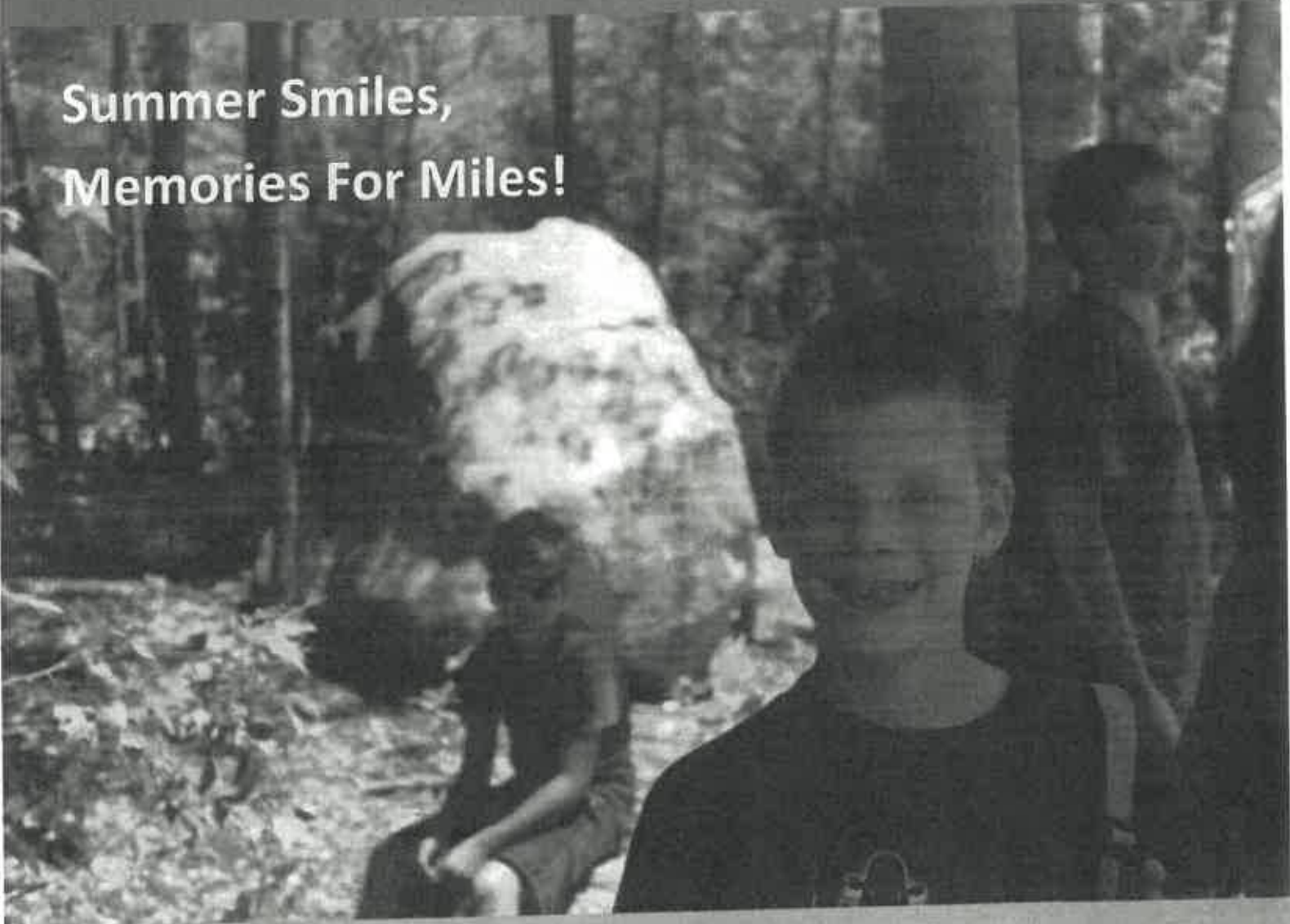
E



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



Summer Smiles,
Memories For Miles!



Camp Marland 2022

Sanford-Springvale YMCA



pg 1

WELCOME TO CAMP

Dear Camper and Camp Families,

Welcome to Camp Marland. To those of you returning to Camp Marland this summer, Welcome Back! I'm glad you chose to spend some time with us again this year. To those families joining us at camp for the first time, Welcome! I'm glad you have chosen to be part of our Camp Marland family. I am sure this will be a wonderful summer for you and your camper.

This summer is an opportunity to truly smile once again! This summer will prove to be one of the most important in the lives of our children. This summer is an opportunity to leave the stressors that our children have faced over the past 2 years and once again find the true joy of childhood and smile freely!

I believe that positive summer camp experiences will be the catalyst to our children overcoming all of the challenges faced and put upon them in the past 2 years. At Camp Marland, each child will have a unique experience that is sure to be safe, fun, and will create SMILES for miles, and memories to last a lifetime.

This summer, Camp Marland staff are committed to helping campers find that true childhood smile again. Our experienced and trained staff are dedicated to fostering each camper's ability and opportunity to develop new friendships, new skills, new experiences, and SMILE their way back into childhood as they once knew it.

Summer camp, like many Y programs, is about learning skills, developing character and making friends. Few environments are as special as camp, where kids become a community as they learn both how to be more independent and how to contribute to a group. Camping teaches self-reliance, self confidence, self awareness and develop attitudes and practices that build character and leadership skills.

Thank you for choosing to be part of our Camp Marland family this summer.

Best,



Matthew R. Ouellette

Youth Development Director



F
Pg 2



CAMP MARLAND



Sanford Springvale YMCA's Camp Marland is one of Maine's premier summer day camps. Offered on the shores of Bunganut Lake in Lyman and along the flowing Mousam River, our camp properties offer children the opportunity to explore the great Maine wilderness while staying close to home. Camp Marland set its foundation in York County in 1960 and has been a staple of summer for many families in the Greater Sanford community. Camp Marland is a traditional summer day camp program that offers campers a variety of activities like; sports & games, arts & crafts, swimming, hiking, and for our older campers archery and canoeing. We pride ourselves on offering families the chance to engage in a summer camp program that is safe, engaging, and enriching so all members of our camp family can be sure that this will be the greatest summer ever. Camp Marland is a place where children can feel safe to explore, try new things, make new friends, and truly enjoy being a kid.

Camp Family Structure

Camp Marland is broken down in manner that allows all campers the opportunity to thrive in an age appropriate environment where they are free to make friends, make memories, and make this summer....the best summer ever. The division of our camp groups is done in a manner to best support the developmental levels of each age group to ensure each camper has the opportunity to thrive at camp and maximize their camp experience.

Grade Level in September 2022	Camp Marland Family Group	Camp Marland	Transportation Details
All Campers Entering Kindergarten & 1st Grade	Mini - Marland	Sanford Springvale YMCA	Campers will not be transported daily. When transportation is required details will be provided
Boys Entering 2nd & 3rd Grade	Camp Marland North	Bunganut Lake Park	Campers will load the bus 9:00-9:10 Bus will leave at 9:15
Girls Entering 2nd & 3rd Grade	Camp Marland South	Bunganut Lake Park	Campers will load the bus 9:00-9:10 Bus will leave at 9:15
All Campers Entering 4th & 5th Grade	Camp Marland East	Bunganut Lake Park	Campers will load the bus 8:00-8:10 Bus will leave at 8:15
All Campers Entering 6th & 7th Grade	Camp Marland West	Bunganut Lake Park	Campers will load the bus 8:00-8:10 Bus will leave at 8:15

Campers will NOT be able to load the bus outside of designated loading time to ensure safety protocols can be met. F 2

Andy Orazio
CEO
aorazio@sanfordymca.org

Matthew Ouellette
Youth Development Director
mouellette@sanfordymca.org

Sarah Tietgens
Billing and Enrollment Associate
stietgens@sanfordymca.org

1 EMILE LEVASSEUR DRIVE ♦ PO BOX 249 ♦ SANFORD, ME 04073 ♦ 207 324 4942

sanfordymca.org ♦ FACEBOOK ♦ INSTAGRAM



CAMP DETAILS



Camp Marland Facilities

Camp Marland @ Bunganut Lake - North, South, East, West

Camp home base is located on 30 acres of the beautiful Bunganut Lake Park in Lyman. Bunganut Lake Park gives us the opportunity to provide our campers with the environment for a true Maine summer camp experience. Campers have access to the shallow waterfront of Bunganut Lake, miles of hiking trails, historic amphitheater, volleyball courts, recreation fields, the Camp Marland Mansion, and all that 30 acres of Maine wilderness has to offer. We will utilize a variety of "Out-Posts" within our campus to group campers by their directional designation to ensure appropriate spacing for all campers and staff.

Camp Mini-Marland @ Sanford Springvale YMCA

Camp Mini-Marland home base is located at the main YMCA facility in Sanford. Mini-Marland campers will access our former Camp Marland site along the Mousam Trail Way and Mousam River. Just behind our Y we will utilize 2 activity cabins that are tucked away into groves of trees giving campers the real Maine woods feel while still providing the safety and security of our Main YMCA campus. Campers will experience all that a traditional Maine summer camp has to offer with the safety and security of being on our Y campus. Mini-Marland campers will swim daily in the pool, have access to miles of hiking trails, a large sports and game field, playground, and access to community events and opportunities. Our ability to position and protect our Mini-Marland campers from inclement weather makes this location ideal for campers entering kindergarten and 1st grade.

Camp Staff

The staff at Camp Marland is one of Camp Marland's best assets. We pride ourselves on having the best staff of any other camp, anywhere. Our highly trained and professional staff is made up of the areas best young adults, college students, and high level high school students. Each of our camp staff complete 30 hours of pre-camp training and an additional 10 hours during the camp season. Training topics vary in wide range of topics like large group engagement and control, CPR & first aid, preventing bullying at camp, transportation safety, recognizing signs of child abuse and neglect, and how to develop respectful relationships with school-age children. Many of our staff have returned to camp year after year to ensure that every camper can enjoy their summer to its fullest potential. The longevity of our camp staff allows campers the opportunity to build meaningful and long lasting connections with trusted adults. Our staff are excited and ready for another great summer .

Family Engagement

At Camp Marland, we encourage families to be part of our summer fun. Parents are always welcome at camp to join us for lunch, an afternoon swim, or the whole camp day. Joining your camper will help solidify their camp experience and you will be part of the memories that are sure to last a lifetime. Due to the Covid-19 guidelines and recommendations, the process for a visit to camp is different than in years past. If you wish to join your camper for some or all of the camp day please reach out to the camp director for details of your visit. We hope you can find some time to join us at the lake or along the river for what will undoubtedly be one of the best days of your summer.



F Pg 4



CAMP DETAILS



Transportation

Campers in our North, East, South, and West camp sections will be bussed from the Sanford-Springvale YMCA to and from Bunganut Lake Park in Lyman each day. Each Section of Camp will travel to the lake together on the same bus run. West Campers will depart first from the YMCA then East, South, and North sections. The bus timing will be determined by the group size and total enrollment of camp. Typically the first bus will leave the YMCA at 8:15 am and return by 4:00 pm. Families may also drop off and pick up their camper at our Camp Marland facility on Bunganut Lake. Drop off at Bunganut Lake Park begins at 7:00 am and pick up no later than 5:30 pm.

Camp Hours

Pre-Camp at the YMCA	6:00 to 8:30 am
Pre-Camp at Bunganut Lake Park in Lyman	7:00 to 9:00 am
Camp Marland	9:00 am to 3:30 pm
Post-Camp at the YMCA	4:00pm to 6:00 pm
Post-Camp at Bunganut Lake Park	3:30 to 5:30 pm
Mini Marland	6am to 6pm @ YMCA

Camp Fee Structure

CAMP FEES	Member	Non-Member
Camp Marland & Mini Marland - Part Time Participation (M,W,F)	\$140	\$145
Camp Marland & Mini Marland - Full Time Participation (M-F)	\$180	\$185

Financial Assistance:

Financial assistance is available through our internal scholarship program and other savings opportunities detailed in your registration form. We want all families to be able to access financial assistance if they are in need and ask that each family only use one of these opportunities. Applications for our scholarship program can be found online or at our welcome center. Applications for scholarship must be submitted at least 2 weeks prior to start of camp to ensure they will be processed prior to the first day.

F pg 5

CAMP DETAILS



Camp Marland FREE Summer Meal Program

We are proud to share that again this year we will be partnering with the Sanford School Nutrition Department to offer our campers the opportunity to receive a **FREE BREAKFAST** and a **FREE LUNCH** while at Camp Marland. The Sanford School Nutrition Department Staff will plan, prepare, and serve breakfast and lunch to our campers each day. All of the meals will be made up of different components to ensure each meal is nutritionally balanced. Milk is one of the mandatory components of each meal and must be taken as part of each meal offering. Chocolate and white milk will be made available at both breakfast and lunch, if your child prefers another beverage for either meal (excluding water) it will be important that families provide that for their camper. Camp Marland will have a "community" table where campers can share their unwanted breakfast and lunch items with our camp community.

We will do our very best to provide the breakfast and lunch menu in advance so families can make informed decisions about the meal offerings and determine if it will meet their campers needs on that day. **If your camper does not care for the meal offering that day please be sure to provide them with enough food for their camp day.**

Snack Time

We will provide the opportunity for campers to have a snack before lunch and again in the afternoon prior to dismissal. **SNACKS ARE NOT PART OF THE SUMMER MEAL PROGRAM** and must be provided each day by each campers family. Snacks are an important piece to your campers success at camp as it provides the calories needed to be successful and energized throughout their entire camp day. Please provide 2 snacks each day for your camper: AM & PM Snack.

The Breakfast Club

Breakfast will be offered on site again this summer at our YMCA. Sanford School Nutrition Department staff will be on site each morning to provide our campers with a wonderful breakfast to fuel their camp day. We will do our best to provide a breakfast menu in advance to families can make informed decisions. Please understand that due to supply chain challenges the provided menu is subject to change.

Take Out Lunch Program

We are excited to again partner with the Sanford School Departments Summer Food Program to offer "Take Out" lunches for all campers who choose to participate. Families will be required to sign up for lunch on a daily or weekly basis based on the menu and their campers desire to eat what is offered that day. Camp Marland will not be able to provide additional lunch options for campers who do not like or choose not to eat the lunch provided by the Take Out program. Lunch will include a main course, chips/pretzels, fresh fruit, milk, and a dessert. All lunches will be brought to camp by camp staff and distributed at lunch time. Look for sign ups at the sign in/out table. Our take out lunch program is **FREE** of charge for all registered camp families who choose to participate.



F pg 6



CAMP SESSIONS



1	June 20 - 24	Getting to Know Camp Marland
2	June 27- July 1	Magnificent Maine Week
3	July 5 - 8	Camp Marland Ninja Warrior Week
4	July 11-15	Red, White, & Blue Week
5	July 18-22	YOU are A SUPER HERO! WE NEED YOU!!!
6	July 25-29	Splish! Splash! Beach Bash!
7	August 1- 5	The World of Harry Potter - Everything From Quidditch to The Sorting Hat
8	August 8-12	We Love Lego's and Certainly Don't Mind Minecraft
9	August 15-19	Animal Antics
10	August 16-20	Camp Marland Color Battle

F Pg 17

Sanfordymca.org/CAMP | 324-4942 | Facebook | Instagram



**BEST
SUMMER
EVER**

STAY CONNECTED ALL SUMMER LONG!

Connect with us on our social media outlets to be sure you have the latest and most up to date information about Camp Marland & YOUR YMCA.

Program Updates, Field Trip Information, Upcoming YMCA Events, Pictures, Videos, and much more.



Find us on Facebook at Sanford-Springvale YMCA



Like us on Instagram at Sanford Springvale
YMCA



Always know what's "APPENING" at your YMCA with our mobile app. Download our mobile app from Apple's App store or from Google Play and be connected to us everywhere you go!

F
pg 8

ITEM #5: (c.) Transfer Station Repairs - Discuss RFP / Timelines

A.R.P.A. Committee Recommended Projects

(cost are estimates)

TRANSFER STATION

Replace 3 retaining walls by the wood and metal cans and add a new wall to replace the old rock wall by the office. All new walls will be 12" thick retaining wall pours.	\$32,275.00
Excavation for all for new walls and backfilled and compacted ready for new paving.	\$13,000.00
Pave the disturbed areas by the new walls and place 2" of base pavement and 2" of surface and pave the gravel hill and flat area by the lower trash compactors.	\$25,200.00
Replace the steel support pcs and replace all the anchor bolts on the compactors and add new Diamond plates in front of the 2 trash compactors.	\$12,000.00
Lighting improvements on the upper area in various locations and upgrade the salt shed lighting. Add Cat 6 cable to the office	\$24,450.00
Remove and replace 5 canopies, 2 over the wood bin and 1 over the metal bin and 2 over the recycling compactors.	\$30,000.00
Add up to 5 new cameras around the transfer station.	\$4,500.00
Pour a new slab below the end of the yard area where the appliances are stored.	\$3,000.00
Add new protective railings on all the new retaining walls and cast in place pockets.	\$5,500.00
Sand blast and repaint the backhoe	\$9,500.00
Replace 2 retaining walls at the Salt shed	\$9,000.00
	\$168,425.00

ITEM #5: (d.) IT Services RFP Draft

TOWN OF LYMAN

11 South Waterboro Rd Lyman, ME 04002

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

Email: selectboard@lyman-me.gov

REQUEST FOR PROPOSALS

Remote Managed Services Provider

The Town of Lyman is requesting proposals from qualified consultants to provide Managed IT services. The intention of this RFP is to solicit responses and formal proposals from qualified Managed Service Providers (MSPs) and select a single organization to provide IT services to the Town of Lyman.

The Town of Lyman is requesting information about your company and the IT products and solutions you provide as outlined in the Service Requirements. This document does not commit the Town of Lyman to any contract for any service, supply, or subscription whatsoever. The Town of Lyman will not reimburse any information or administrative costs incurred as a result of participation in response to the RFP. All costs associated with response will solely reside at the responding party's expense.

Please submit your proposal in a sealed envelope to the Town of Lyman by _____ on _____. Proposals must be addressed to:

Select Board
11 South Waterboro Rd
Lyman, ME 04002

Please mark sealed proposals plainly "RFP: Remote Managed Services". **Proposals will be opened publicly at the Select Board meeting on _____.** The Town will not except late bids.

Questions regarding this request for proposal should be directed via email to:
selectboard@lyman-me.gov

Technical Environmental Overview

The following is a general overview that outlines broad demographics of the Town of Lyman and current technical environment.

- Two office/service locations in Lyman, ME
- Approximately 20 employees and additional limited-term elected officials
- Windows PC environment, approximately 21 laptop, desktop, tablet, mobile devices
- 2 Servers, 8 network devices.
- Microsoft Office 365
- Local and Remote cloud backups
- Print Scan, Fax, Copy devices on site.
- GWI Hosted PBX Polycom VVX 410 Phone System
- Web hosting and social media
- Audio/Video streaming and recording of public proceedings.
- IT committee, to be established July 2023

Service Requirements

As part of this RFP, The Town of Lyman has requirements for the following services. We realize that not every MSP will be able to provide all the services listed below, but we encourage you to respond regardless.

Helpdesk Support - The MSP should offer superior 24/7/365 help desk support and offer remote access client support.

Server & networking system monitoring – The MSP must provide 24/7 monitoring of the Town of Lyman’s server and network system with proactive communication and escalation protocols based on the severity of any unscheduled outages.

Patch Management Services & Preventative Maintenance – The MSP must provide management of critical security and system patches to all servers and systems on the network to ensure the Town of Lyman IT system and resources are properly managed and maintained.

Business Continuity and IT Disaster Recovery – The MSP must be able to support the Town of Lyman’s ability to recover based on the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) agreed upon by organizational constituents. In addition, backup and redundancy should be used to support this need.

Remote Backup – The MSP must execute a routine backup plan for critical servers, including a regularly-tested recovery process.

Email System Management – The Town of Lyman requires the management and administration of the Town’s email system for all users.

Antivirus, Antispam & Antispyware Protection – The Town of Lyman is looking for solutions to defend against security threats including phishing, malware, spam, viruses.

On Site Support – When needed, the MSP should have the ability to deploy onsite resources to assist in issues which cannot be resolved through remote access to in-house systems.

Networking Support – The Town of Lyman requires proactive management and monitoring of our switches, firewalls, routers and wi-fi systems, and other networking equipment as identified by the Town of Lyman.

Security Systems Monitoring – MSP must provide proactive monitoring and management of the Town of Lyman’s security systems, including firewalls, intrusion prevention, secure remote access, and any implementations of advanced security solutions the Town may utilize.

Vendor Management – The MSP should be able to manage other vendors which may be contracted for by the Town of Lyman and serve as a key point of contact unless escalated.

Warranty and Asset Inventory Management – The Town of Lyman expects the MSP to maintain a hardware and asset inventory that includes desktops, laptops, servers, printers/scanners, fax machines, mobiles, tablets, and notify the Town of Lyman of any potential service or warranty issues. The MSP must also assist with managing the lifecycle of the Towns devices and maintain an equipment inventory to ensure our systems are always current.

Software Licensing Control – Oversight of automatic renewal of software applications and maintenance of appropriate documentation.

Procurement Management – The MSP must assist with the selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.

PC Deployment – Delivery and set up of machines on site.

Desktop and Laptop Support – MSPs must include their ability to support existing and future desktop and laptop hardware. This includes maintenance and repair, replacement for failed equipment, and acquisition and provisioning of new equipment as needed.

Printers, Copiers, Scanners and Fax Machines Support – The MSP must include their ability to support existing printers, copiers, scanners, fax machines and scanner related network-printer issues.

Break Fixes and Installation – The MSP should offer planned and on-call break/fix services, including emergency response to server issues.

Vulnerability Testing – The MSP should offer vulnerability tests, both internally and externally, to determine what flaws and potential threats exist from outside, or perimeter of the Town of Lyman’s business network.

Audio Video services and management – The MSP should have the ability to assist with audio video recording equipment and software programs.

Special Projects – MSP may be requested to provide additional support and/or consultation in conjunction with an established IT committee regarding special projects as deemed necessary by the Town of Lyman.

Conditions and Instructions to Bidders

1. Bidders shall use the enclosed bid form.
2. Proposals must be completed in full and must be signed by a firm official or representative. Proposals may be withdrawn prior to the time set for the official opening.
3. Proposals will be opened publicly. Bidders or representatives may be present at opening.
4. Issuance of this RFP and receipt of proposals does not commit the Town to award a contract. The Town reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the consultants/firms submitting an RFP, or to cancel all or part of this RFP.
5. The Town is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
6. No contract may be assigned without board approval and contract must be signed by at least three members of the board.
7. Please state "**RFP: Remote Managed Services**", on submitted, sealed envelope.
8. The Town of Lyman reserves the right to waive any formality and technicality, whichever is deemed best for the interest of the Town.
9. The contract period for the successful consultant/firm will be _____ from the executed contract date.

The Select Board will review sealed bids in an open public meeting and may, at the boards' discretion, delay award pending further review. It should be noted that the contract resulting from this RFP will be awarded to the respondent whose proposal is determined to be in the "best interest" of the Town. Therefore, the proposal offering the lowest cost may not necessarily be the proposal that is selected for award.

RIGHT OF REFUSAL. The Town reserves the right to: a) Reject any or all proposals, or to make no award. b) Select certain applications from the proposals. c) Require modifications to initial proposals. d) to make partial or multiple awards. e) award based on initial proposals received, without discussion of such proposals. f) invite selected vendors to make oral presentations to the evaluations team. Failure of a vendor to comply with the request for meeting may be grounds for bid rejections. g) excuse technical defects in a proposal when, in its sole discretion, such as excuse is beneficial to the Town.

PROPOSAL FORM:

Due _____

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

The undersigned individual/firm/business guarantees this price for sixty days (60) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the Town of Lyman.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____

Name (print) _____ Telephone # _____

Title _____ Fax # _____

Address _____

Email Address _____

Web Site _____

Expense Summary Report

FUND: 1
ALL Months

ITEM #6: (d) Treasurer Expense Report 2-16-23

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
11 - TOWN HALL	402,574.00	-9,305.00	393,269.00	226,408.93	0.00	166,860.07
10 - SALARIES	402,574.00	-9,305.00	393,269.00	226,408.93	0.00	166,860.07
102 - SELECT BD CL	53,235.00	-3,978.00	49,257.00	27,494.75	0.00	21,762.25
103 - TREASURER	62,534.00	0.00	62,534.00	40,887.55	0.00	21,646.45
105 - TAX COLLECT	51,851.00	0.00	51,851.00	32,679.19	0.00	19,171.81
106 - ADMIN CLERK	45,728.00	1,950.00	47,678.00	24,962.08	0.00	22,715.92
107 - DEPUTY TC/TC	7,095.00	0.00	7,095.00	1,286.56	0.00	5,808.44
115 - ASSESSOR	76,125.00	0.00	76,125.00	45,490.38	0.00	30,634.62
141 - CEO	78,706.00	-7,277.00	71,429.00	40,829.87	0.00	30,599.13
142 - CEO CLERK	27,300.00	0.00	27,300.00	11,039.00	0.00	16,261.00
143 - ELECTRICIAN	0.00	0.00	0.00	1,739.55	0.00	-1,739.55
13 - ELECTIONS	67,129.00	0.00	67,129.00	39,407.47	0.00	27,721.53
10 - SALARIES	67,129.00	0.00	67,129.00	39,407.47	0.00	27,721.53
181 - TOWN CLERK	56,850.00	0.00	56,850.00	37,171.18	0.00	19,678.82
182 - BALLOT CLERK	6,529.00	0.00	6,529.00	2,066.29	0.00	4,462.71
183 - TM MODERATOR	340.00	0.00	340.00	170.00	0.00	170.00
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	58,553.59	0.00	43,494.41
10 - SALARIES	92,743.00	9,305.00	102,048.00	58,553.59	0.00	43,494.41
131 - TRF STATION	91,745.00	9,305.00	101,050.00	58,553.59	0.00	42,496.41
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	24,786.00	0.00	13,119.00
10 - SALARIES	37,905.00	0.00	37,905.00	24,786.00	0.00	13,119.00
151 - RD COMM	37,905.00	0.00	37,905.00	24,786.00	0.00	13,119.00
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

659,096.00 0.00 659,096.00 399,826.44 0.00 281,270.56

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES CONT'D					
72 - ACO	7,458.00	7,458.00	4,876.45	0.00	2,581.55
10 - SALARIES	7,458.00	7,458.00	4,876.45	0.00	2,581.55
175 - ACO	7,458.00	7,458.00	4,876.45	0.00	2,581.55
99 - NOT SPECIFIC	31,167.00	31,167.00	8,427.04	0.00	22,739.96
10 - SALARIES	31,167.00	31,167.00	8,427.04	0.00	22,739.96
179 - HEALTH OFFIC	452.00	452.00	0.00	0.00	452.00
191 - EXTRA TIME	4,700.00	4,700.00	509.54	0.00	4,190.46
199 - SELECT BOARD	26,015.00	26,015.00	7,917.50	0.00	18,097.50
102 - BENEFITS	305,872.00	305,872.00	168,741.60	96.00	135,033.40
11 - TOWN HALL	4,715.00	4,715.00	2,128.00	96.00	2,491.00
20 - BENEFITS	4,715.00	4,715.00	2,128.00	96.00	2,491.00
280 - TRAINING	4,070.00	4,070.00	1,443.00	96.00	2,531.00
290 - MEMB & DUES	645.00	645.00	685.00	0.00	-40.00
31 - TRANSFER STAT	500.00	500.00	40.00	0.00	460.00
20 - BENEFITS	500.00	500.00	40.00	0.00	460.00
280 - TRAINING	500.00	500.00	40.00	0.00	460.00
99 - NOT SPECIFIC	298,657.00	298,656.00	166,573.60	0.00	132,082.40
20 - BENEFITS	298,657.00	298,656.00	166,573.60	0.00	132,082.40
201 - FICA	49,766.00	49,765.00	28,880.51	0.00	20,884.49
210 - HEALTH	193,795.00	193,795.00	114,756.03	0.00	79,038.97
211 - DENTAL	5,518.00	5,518.00	3,248.31	0.00	2,269.69
214 - LIFE NO MED	0.00	0.00	78.00	0.00	-78.00
230 - 457B ER MATC	18,120.00	18,120.00	8,036.94	0.00	10,083.06
231 - MPERS ER	26,958.00	26,958.00	11,573.81	0.00	15,384.19
250 - PTO BUYOUT	4,500.00	4,500.00	0.00	0.00	4,500.00
110 - GEN ADMIN	147,583.00	147,583.00	81,753.40	10,939.22	52,890.38
11 - TOWN HALL	135,436.00	135,436.00	80,008.94	10,939.22	44,487.84
32 - CTRCT SVS EQ	65,956.00	-750.00	45,488.53	6,426.00	13,291.47
310 - PROF SVS	65,956.00	-750.00	45,488.53	6,426.00	13,291.47
39 - CONT SVS OTH	15,159.00	750.00	10,470.00	375.00	5,064.00
315 - MEMB & DUES	8,517.00	0.00	8,141.00	0.00	376.00
399 - OTHER	6,642.00	750.00	2,329.00	375.00	4,688.00
50 - UTILITIES	7,750.00	0.00	5,063.74	0.00	2,686.26
580 - COMM	7,750.00	0.00	5,063.74	0.00	2,686.26
60 - SUPPLIES	18,383.00	0.00	10,182.60	0.00	8,200.40

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
110 - GEN ADMIN CONT'D					
610 - SUPPLIES	9,383.00	9,383.00	6,298.46	0.00	3,084.54
650 - POSTAGE	9,000.00	9,000.00	3,884.14	0.00	5,115.86
80 - ADVER, PRINT	23,300.00	23,300.00	5,836.34	4,234.22	13,229.44
810 - ADVERTISE	4,500.00	4,500.00	1,622.86	525.00	2,352.14
830 - FORMS	9,700.00	9,700.00	1,917.43	3,550.00	4,232.57
850 - TOWN REPORT	6,000.00	6,000.00	0.00	0.00	6,000.00
860 - TAX BILLS	3,100.00	3,100.00	2,296.05	159.22	644.73
90 - OTHER	4,888.00	4,888.00	2,967.73	-96.00	2,016.27
910 - MILEAGE/TRAV	4,888.00	4,888.00	2,967.73	-96.00	2,016.27
13 - ELECTIONS	12,147.00	12,147.00	3,744.46	0.00	8,402.54
39 - CONT SVS OTH	12,147.00	12,147.00	3,744.46	0.00	8,402.54
399 - OTHER	12,147.00	12,147.00	3,744.46	0.00	8,402.54
117 - GEN ADMIN INV	37,428.00	37,428.00	28,491.00	0.00	8,937.00
99 - NOT SPECIFIC	37,428.00	37,428.00	28,491.00	0.00	8,937.00
38 - CONT SVS INS	37,428.00	37,428.00	28,491.00	0.00	8,937.00
325 - INS PROP & C	18,244.00	18,244.00	14,931.00	0.00	3,313.00
326 - INS W.C.	14,106.00	14,106.00	13,327.00	0.00	779.00
327 - INS UNEMPLOY	5,000.00	5,000.00	155.00	0.00	4,845.00
328 - INS VOLUNTEE	78.00	78.00	78.00	0.00	0.00
125 - ACO	8,957.00	8,957.00	6,928.74	0.00	2,028.26
72 - ACO	8,957.00	8,957.00	6,928.74	0.00	2,028.26
39 - CONT SVS OTH	6,957.00	6,957.00	6,539.36	0.00	417.64
381 - ACO	6,957.00	6,957.00	6,539.36	0.00	417.64
90 - OTHER	2,000.00	2,000.00	389.38	0.00	1,610.62
910 - MILEAGE/TRAV	2,000.00	2,000.00	389.38	0.00	1,610.62
128 - HHS O/A	1,086.00	1,086.00	1,086.00	0.00	0.00
71 - GA	1,086.00	1,086.00	0.00	0.00	1,086.00
39 - CONT SVS OTH	1,086.00	1,086.00	0.00	0.00	1,086.00
310 - PROF SVS	1,086.00	1,086.00	0.00	0.00	1,086.00
129 - HHS SOCIAL S	1,086.00	1,086.00	1,086.00	0.00	0.00
75 - SOCIAL SERV	1,086.00	1,086.00	1,086.00	0.00	0.00
91 - OTHER SOC SV	1,086.00	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
999 - OTHER	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
11 - ROADS	735,600.00	0.00	735,600.00	139,672.11	3,750.00	592,177.89
51 - ROADS	735,600.00	0.00	735,600.00	139,672.11	3,750.00	592,177.89
40 - REPAIRS & MA	645,900.00	89,450.00	735,350.00	139,672.11	3,750.00	591,927.89
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	83,630.99	3,750.00	96,469.01
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
11 - BKG CARE & M	30,975.00	-1,573.96	29,401.04	18,245.26	0.00	11,155.78
11 - TOWN HALL	20,135.00	0.00	20,135.00	14,642.68	0.00	5,492.32
31 - CTRCT SVS BL	10,710.00	0.00	10,710.00	7,887.60	0.00	2,822.40
310 - PROF SVS	10,710.00	0.00	10,710.00	7,887.60	0.00	2,822.40
40 - REPAIRS & MA	9,425.00	0.00	9,425.00	6,755.08	0.00	2,669.92
410 - BLDGS & GROU	9,425.00	0.00	9,425.00	6,755.08	0.00	2,669.92
21 - RECREATION	8,240.00	-1,573.96	6,666.04	3,233.08	0.00	3,432.96
31 - CTRCT SVS BL	4,250.00	-1,573.96	2,676.04	394.20	0.00	2,281.84
310 - PROF SVS	4,250.00	-1,573.96	2,676.04	394.20	0.00	2,281.84
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
11 - BKG MAINTEN	51,559.00	10,073.96	61,632.96	40,112.60	21,520.36	0.00
11 - TOWN HALL	5,850.00	-1,557.95	4,292.05	4,292.05	0.00	0.00
31 - CTRCT SVS BL	5,850.00	-1,557.95	4,292.05	4,292.05	0.00	0.00

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	-1,557.95	4,292.05	4,292.05	0.00	0.00
21 - RECREATION	6,989.00	-2,125.70	4,863.30	4,863.30	0.00	0.00
31 - CTRCT SVS BL	6,989.00	-2,125.70	4,863.30	4,863.30	0.00	0.00
370 - MOWING	6,989.00	-2,125.70	4,863.30	4,863.30	0.00	0.00
22 - BUNGANUT	27,220.00	-7,762.75	19,457.25	19,457.25	0.00	0.00
31 - CTRCT SVS BL	27,220.00	-7,762.75	19,457.25	19,457.25	0.00	0.00
370 - MOWING	27,220.00	-7,762.75	19,457.25	19,457.25	0.00	0.00
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
90 - MISC	0.00	21,520.36	21,520.36	0.00	21,520.36	0.00
31 - CTRCT SVS BL	0.00	21,520.36	21,520.36	0.00	21,520.36	0.00
370 - MOWING	0.00	21,520.36	21,520.36	0.00	21,520.36	0.00
143 - B&G PLOWING						
11 - TOWN HALL	5,200.00	0.00	5,200.00	3,535.00	0.00	1,665.00
31 - CTRCT SVS BL	5,200.00	0.00	5,200.00	3,535.00	0.00	1,665.00
360 - PLOW & SAND	5,200.00	0.00	5,200.00	3,535.00	0.00	1,665.00
21 - RECREATION	800.00	0.00	800.00	225.00	0.00	575.00
31 - CTRCT SVS BL	800.00	0.00	800.00	225.00	0.00	575.00
360 - PLOW & SAND	800.00	0.00	800.00	225.00	0.00	575.00
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	1,750.00	0.00	1,750.00
31 - CTRCT SVS BL	3,500.00	0.00	3,500.00	1,750.00	0.00	1,750.00
360 - PLOW & SAND	3,500.00	0.00	3,500.00	1,750.00	0.00	1,750.00
51 - ROADS	526,260.00	-8,500.00	517,760.00	352,850.06	102,450.00	62,459.94
31 - CTRCT SVS BL	526,260.00	-8,500.00	517,760.00	352,850.06	102,450.00	62,459.94
360 - PLOW & SAND	526,260.00	-8,500.00	517,760.00	352,850.06	102,450.00	62,459.94
145 - B&G WASTE SV						
11 - TOWN HALL	1,300.00	0.00	1,300.00	300.00	0.00	1,000.00
31 - CTRCT SVS BL	1,300.00	0.00	1,300.00	300.00	0.00	1,000.00
330 - WASTE SVS	1,300.00	0.00	1,300.00	300.00	0.00	1,000.00
21 - RECREATION	6,800.00	0.00	6,800.00	2,575.00	0.00	4,225.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
31 - CTRCT SVS BL	2,600.00	2,600.00	900.00	0.00	1,700.00
330 - WASTE SVS	2,600.00	2,600.00	900.00	0.00	1,700.00
35 - CTRCT SVS WA	4,200.00	4,200.00	1,675.00	0.00	2,525.00
331 - PROF PORTA P	4,200.00	4,200.00	1,675.00	0.00	2,525.00
22 - BUNGANUT	5,040.00	5,040.00	2,790.00	0.00	2,250.00
31 - CTRCT SVS BL	2,940.00	2,940.00	1,215.00	0.00	1,725.00
330 - WASTE SVS	2,940.00	2,940.00	1,215.00	0.00	1,725.00
35 - CTRCT SVS WA	2,100.00	2,100.00	1,575.00	0.00	525.00
331 - PROF PORTA P	2,100.00	2,100.00	1,575.00	0.00	525.00
51 - ROADS	1,300.00	1,300.00	339.78	0.00	960.22
31 - CTRCT SVS BL	1,000.00	1,000.00	114.78	0.00	885.22
330 - WASTE SVS	1,000.00	1,000.00	114.78	0.00	885.22
35 - CTRCT SVS WA	300.00	300.00	225.00	0.00	75.00
331 - PROF PORTA P	300.00	300.00	225.00	0.00	75.00
11 - TOWN HALL	11,984.00	11,984.00	4,526.46	0.00	7,457.54
50 - UTILITIES	11,984.00	11,984.00	4,526.46	0.00	7,457.54
510 - PROPANE	3,984.00	3,984.00	1,460.78	0.00	2,523.22
560 - ELECTRICITY	8,000.00	8,000.00	3,065.68	0.00	4,934.32
21 - RECREATION	1,420.00	1,420.00	266.34	0.00	1,153.66
50 - UTILITIES	1,420.00	1,420.00	266.34	0.00	1,153.66
560 - ELECTRICITY	1,420.00	1,420.00	266.34	0.00	1,153.66
22 - BUNGANUT	4,000.00	4,000.00	1,215.76	0.00	2,784.24
50 - UTILITIES	4,000.00	4,000.00	1,215.76	0.00	2,784.24
560 - ELECTRICITY	4,000.00	4,000.00	1,215.76	0.00	2,784.24
31 - TRANSFER STA	6,700.00	6,700.00	2,203.91	0.00	4,496.09
50 - UTILITIES	6,700.00	6,700.00	2,203.91	0.00	4,496.09
560 - ELECTRICITY	6,700.00	6,700.00	2,203.91	0.00	4,496.09
51 - ROADS	14,500.00	14,500.00	2,360.43	0.00	12,139.57
50 - UTILITIES	14,500.00	14,500.00	2,360.43	0.00	12,139.57
560 - ELECTRICITY	14,500.00	14,500.00	2,360.43	0.00	12,139.57
21 - RECREATION	500.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	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 - SIGNS-CONT'D						
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
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	1,204.77	0.00	2,795.23
60 - SUPPLIES	4,000.00	0.00	4,000.00	1,204.77	0.00	2,795.23
670 - SIGNS	4,000.00	0.00	4,000.00	1,204.77	0.00	2,795.23
150 - TRF STATION	305,772.00	0.00	305,772.00	132,385.41	0.00	173,386.59
31 - TRANSFER STA	305,772.00	0.00	305,772.00	132,385.41	0.00	173,386.59
35 - CTRCT SVS WA	290,222.00	0.00	290,222.00	125,161.45	0.00	165,060.55
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	73,973.69	0.00	98,223.31
351 - PROF SVS TW	39,750.00	0.00	39,750.00	14,840.36	0.00	24,909.64
352 - PROF SVS REC	7,350.00	0.00	7,350.00	4,213.30	0.00	3,136.70
355 - PROF SVS HAU	23,800.00	0.00	23,800.00	12,161.95	0.00	11,638.05
356 - PROF SVS HW	31,500.00	0.00	31,500.00	8,925.00	0.00	22,575.00
357 - PROF SVS HR	8,225.00	0.00	8,225.00	3,850.00	0.00	4,375.00
358 - PROF SVS HWO	2,300.00	0.00	2,300.00	1,107.15	0.00	1,192.85
359 - PROF SVS MET	0.00	0.00	0.00	3,675.00	0.00	-3,675.00
40 - REPAIRS & MA	8,100.00	0.00	8,100.00	5,136.29	0.00	2,963.71
450 - EQUIPMENT	8,100.00	0.00	8,100.00	5,136.29	0.00	2,963.71
50 - UTILITIES	3,500.00	0.00	3,500.00	1,081.86	0.00	2,418.14
580 - COMM	3,500.00	0.00	3,500.00	1,081.86	0.00	2,418.14
60 - SUPPLIES	2,950.00	0.00	2,950.00	1,005.81	0.00	1,944.19
610 - SUPPLIES	1,450.00	0.00	1,450.00	447.19	0.00	1,002.81
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	2,251.58	0.00	11,058.42
21 - RECREATION	8,510.00	0.00	8,510.00	2,016.78	0.00	6,493.22

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						
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, PRINT	500.00	0.00	500.00	0.00	0.00	500.00
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	236.80	0.00	4,563.20
50 - UTILITIES	4,800.00	0.00	4,800.00	236.80	0.00	4,563.20
580 - COMM	4,800.00	0.00	4,800.00	236.80	0.00	4,563.20
171 - RES EQUIP	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
99 - NOT SPECIFIE	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 SPECIFIE	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 SPECIFIE	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 SPECIFIE	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

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
181 - OUTS GEN AD CONTIG	320,872.00	89,061.00	410,433.00	760,937.86	31,495.95	118,704.15
181 - OUTS GEN AD						
11 - TOWN HALL	94,700.00	29,661.00	124,361.00	45,617.83	6,500.00	72,243.17
33 - CONT PROF	94,700.00	0.00	94,700.00	39,117.83	0.00	55,582.17
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	4,570.00	0.00	28,130.00
323 - PROF SERV AU	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
90 - OTHER	0.00	29,661.00	29,661.00	6,500.00	6,500.00	16,661.00
981 - HR JOB STUDY	0.00	20,030.50	20,030.50	6,500.00	6,500.00	7,030.50
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	24,995.99	45,460.73
37 - CONT OUT	11,500.00	60,000.00	71,500.00	1,043.28	24,995.99	45,460.73
399 - CONT SVS OTH	11,500.00	60,000.00	71,500.00	1,043.28	24,995.99	45,460.73
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 SPECIFIC	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	374,700.00	187,350.00	0.00
91 - GMFR	562,050.00	0.00	562,050.00	374,700.00	187,350.00	0.00
37 - CONT OUT	562,050.00	0.00	562,050.00	374,700.00	187,350.00	0.00
391 - GMFR PERSONN	384,804.00	0.00	384,804.00	256,536.00	128,268.00	0.00
392 - GMFR CONTRAC	177,246.00	0.00	177,246.00	118,164.00	59,082.00	0.00
191 - OTHER CIP	20,270.00	0.00	20,270.00	17,075.26	0.00	3,194.74

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
11 - TOWN HALL	19,970.00	-31.00	19,939.00	16,748.39	0.00	3,190.61
70 - EQUIPMENT	19,970.00	-31.00	19,939.00	16,748.39	0.00	3,190.61
710 - COMP EQUIP	3,975.00	0.00	3,975.00	2,679.76	0.00	1,295.24
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	3,668,999.60	1,834,499.75	0.00
92 - RSU # 57	0.00	5,503,499.35	5,503,499.35	3,668,999.60	1,834,499.75	0.00
90 - OTHER	0.00	5,503,499.35	5,503,499.35	3,668,999.60	1,834,499.75	0.00
999 - MISC	0.00	5,503,499.35	5,503,499.35	3,668,999.60	1,834,499.75	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	10,926.47	0.00	44,519.18
99 - NOT SPECIFIC	0.00	55,445.65	55,445.65	10,926.47	0.00	44,519.18
90 - OTHER	0.00	55,445.65	55,445.65	10,926.47	0.00	44,519.18
999 - MISC	0.00	55,445.65	55,445.65	10,926.47	0.00	44,519.18

Final Totals 3,946,987.00 5,948,994.91 9,965,981.91 6,161,983.34 2,192,101.32 1,542,797.25

TOWN OF LYMAN

Audio / Video Equipment Use Policy

Adopted:

Amended:

PURPOSE: *The Town of Lyman provides audio / video streaming and recording equipment, such as computers and multimedia devices accessible to boards and/or committees to support live streaming and recording of public meetings. The purpose of this policy is to ensure appropriate use of Town-owned electronics, IT, and AV equipment, to protect the Town's investment in hardware, and to maintain the security of the Town's network.*

PROCEDURE:

Any committee governed by the Town of Lyman may elect from within their committee to serve as a designated audio/video assistant/assignee. The AV assistant/assignee, upon approval from the select board, will be allowed to use the audio/video/ IT equipment solely for the purpose of streaming and recording the public meetings to which they are a member of same committee. The Select Board reserves the right to deny a request or remove that privilege for just cause. The Select Board office will maintain a record of approved assignees.

USE OF EQUIPMENT/ RESPONSIBILITY:

It is expected that all designated assignees, approved by the Select Board, who use IT/AV equipment including computers and multimedia devices agree to the following guidelines and rules. Violation of these guidelines and rules may result in revocation of authorization to use IT/AV equipment.

- Any purchases and upgrades must be approved by the Select Board and any IT related services are conducted by the Towns IT contractor. Any communication to the IT contractor is strictly through the Select Board's office.
- The designated assignee shall not remove or alter identification labels or tags attached to or displayed on any equipment.
- Only software approved by the Select Board and owned by the Town of Lyman may be installed on Town-owned computers/ media devices. All software must be installed by the IT contractor. Illegal use or transfer of copyrighted materials is prohibited.
- The designated assignee agrees to handle all IT/AV equipment carefully and protect it from potential sources of damage. The assignee also agrees to store all IT/AV equipment/ media devices in a safe and secure location or its designated location. If any loss, damage, or destruction of Town property is determined to be at fault of the assignee, the Town of Lyman may charge the assignee the cost of repairs or replacement at the Select Boards discretion. If replacement of equipment is deemed necessary, then replacement of

TOWN OF LYMAN

Audio / Video Equipment Use Policy

equipment shall be equivalent to the most current, up to date version of device/software/hardware.

- Any data that is hosted on the IT equipment is the responsibility of the assignee. Assignees must take measures to securely protect any and all Town of Lyman data that resides on Town-owned devices.
- Access to IT/AV equipment is not intended for personal use. Use of IT/AV equipment is solely for the purpose to conduct business related to the Town of Lyman.
- Any troubleshooting/ issues will be reported to the select board clerk who will apprise the IT contractor via support ticket for remedial action. No assignee is permitted to independently correct any issues and/or defect of IT/AV equipment.
- The assignee agrees it is their responsibility to ensure that any aired content and/or information while using the equipment is appropriate to the business of the Town of Lyman only.
- No assignee shall grant access to Town-owned IT/AV equipment, multimedia devices, or login credentials to any other individual not authorized by the Select Board. The assignee will be given specific login credentials to access programs for the purpose of audio/video streaming and recording of public meetings. Login credentials are restricted to Town-Owned property and may not be shared with anyone or used on personal devices. Should any login credentials be used by an unauthorized person at fault of the assignee, the assignee will be liable for any damages to the Town.
- Assignees taking responsibility of IT/AV equipment provided by the Town of Lyman agree to these conditions by acknowledgement of compliance and signing this form. The use of IT/AV equipment is strictly for Town of Lyman operations.

STATEMENT OF COMPLIANCE

“I have read and will comply with all guidelines regarding Town of Lyman’s owned equipment. I have read and agree to abide by all Town of Lyman’s policies and regulations regarding the use of equipment. I will immediately report to the Select Boards office any damage that may occur to Town-owned equipment. I accept responsibility for all damage or loss delineated above to any equipment authorized for use. I understand that if equipment is lost, damaged, or stolen, I may be responsible for the replacement cost.”

Print name

Date

Signature

TOWN OF LYMAN

Audio / Video Equipment Use Policy

Adopted:

Effective: Immediately

_____ Ralph “Rusty” Blackington - Chair

_____ Thomas Hatch – Vice Chair

_____ John Tibbetts

_____ David Alves

_____ Jessica Picard

A Majority of the Board of Selectpersons

Lyman, Maine

DRAFT

ITEM #7: (e.) PO -Assessor Training

PURCHASE ORDER

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



WASH

PO # 1876

DATE: 2/16/23

VENDOR:
Massachusetts Assoc
of Assessing Officers
PO Box 647
Shrewsbury, MA 01545

SHIP TO:
Assessor

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
	IAAO course 101 Fundamentals of Real Property Appraisal 2/22, 2/23, 3/1, 3/2, 3/6 Exam Date on-line with zoom 8:00-4:30 pm			700.00
* This expenditure is to be offset with Scholarship Funds				-200.00
			TOTAL	500.00

Gmska
Supervisor Approval

20-280
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

Assessor

From: Toni Eichholz <Eichholz@iaao.org>
Sent: Thursday, February 16, 2023 10:53 AM
To: Assessor
Subject: 2023 Scholarship Application Submission

Congratulations!

I am pleased to inform you the Scholarship Fund Committee has elected to award you \$700 USD to use for the Course 101, Fundamentals of Real Property Appraisal, Live On-Line 2/23/23 - 3/2/23 MA. An official notification along with a check in US Funds will be mailed to you in approximately two (3) weeks.

Should you have any questions please feel free to reach out.

Ms. Toni Eichholz
Coordinator, Community Engagement
International Association of Assessing Officers
314 W 10th Street | Kansas City, MO | 64105-1616 | 816-701-8103 | eichholz@iaao.org | www.iaao.org



IAAO Course 101 - Fundamentals of Real Property Appraisal

This course is designed to provide students with an understanding and working knowledge of the procedures and techniques required to estimate the market value of vacant and improved properties. This course concentrates on the skills you need to estimate the market value of properties using two approaches to value: the cost approach and the sales comparison approach.

Class dates will be 02/22, 02/23, 03/01 & 03/02. Exam will be available online from 03/06 - 03/10

For more information about this course, please review the **Course Information Packet** (http://www.iaao.org/media/pro_dev/course_information_packets/Course_101_Info.pdf).

Recommended textbook: Property Assessment Valuation (PAV) (3rd edition)

AQB approved: 33.50 hours CE with exam / 30 hours CE no exam

MAAO | PO Box 647, Shrewsbury, MA 01545 | Phone:774-249-8624 | Email: director@maao.org

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(/)

IAAO COURSE 101 (FUNDAMENTALS OF REAL PROPERTY APPRAISAL) LIVE ONLINE

 [Register](#)  [Tell a Friend \(/members/send.asp?event=1694983\)](/members/send.asp?event=1694983)

IAAO Course 101 - Fundamentals of Real Property Appraisal



2/22/2023 to 3/2/2023

When: 8:30 AM

Where: virtual via Zoom
United States

Contact: William Mitchell, M.A.A., IAAO certified instructor
wmitchell@northandoverma.gov (mailto:wmitchell@northandoverma.gov)
(978) 688-9566

[Register](#)

Online registration is available until: 2/17/2023

[« Go to Upcoming Event List \(/events/event_list.asp\)](/events/event_list.asp)



Course 101 – Fundamentals of Real Property Appraisal

Course Description

The Fundamentals of Real Property Appraisal is designed to provide the students with an understanding and working knowledge of the procedures and techniques required to estimate the market value of vacant and improved properties. This course concentrates on the skills necessary for estimating the market value of properties using two approaches to value: the cost approach and the sales comparison approach.

Objectives

Upon completion of Chapter 1, you will be able to:

- Understand the role and basic responsibilities of the assessor.
- Know that the statutes provide the structure and authority for an assessor.
- Understand the assessment function.
- Know the basic premises for the Uniform Standards of Professional Appraisal Practice (USPAP) and how this relates to the assessor.
- Understand the way the property tax is determined.
- Know the definitions for property and property rights.
- Understand the ownership of property.
- Know the estates in property.
- Understand the nature of property value.
- Know the various definitions of value.
- Understand market value versus value in use.
- Know and understand the basic principles of value.
- Be able to define highest and best use.
- Know the tests for highest and best use.
- Know and understand the appraisal process.
- Know and understand trends and their affect on property value.
- Know the definition of a neighborhood and how a neighborhood is delineated.
- Know the four forces or factors that influence value (PEGS).
- Understand the four forces or factors' role in neighborhood analysis.

Upon completion of Chapter 2, you will be able to:

- Understand the nature and theory of land valuation.
- Understand the term cadastral maps and what is typically displayed with these maps.
- Identify the four land description systems.
- Recognize and understand the appropriate application of different map scales.
- Understand the difference between unimproved and improved land (site).
- Explain the importance of accurate land values.

- Identify the appraisal principles pertinent to the valuation of land.
- Identify factors affecting land values - physical, economic, governmental and social (PEGS)
- Explain the importance of market analysis in the land valuation process.
- Identify the formulas and rules upon which land valuation is based.
- Recognize the definition of site.
- Identify the physical characteristics studied for a land or site description and analysis.
- Explain the generally accepted methods of land/site valuation.
- Apply the valuation premises that underlie the sales comparison approach to solve simplified problems in site valuation.
- Explain and apply valuation premises using alternative methods of land valuation where there are insufficient sales.

Upon completion of Chapter 3, you will be able to:

- Recognize and understand the underlying economic theory supporting the cost approach method to valuation.
- Identify the restrictions under which the cost approach method will supply the best estimate of market value.
- Identify where the cost approach to value is inappropriate.
- Explain the difference between cost, price and value in applying the cost approach to value.
- Explain the purpose of accurate improvement descriptions (the basis for selecting comparables and making comparisons between the subject property's improvements and improvements typically accepted in the subject property's market).
- Know the formula for the cost approach.
- Understand the definitions of cost, i.e., direct, indirect, replacement, reproduction, historical and original.
- Know the four traditional methods of estimating cost, i.e., quantity survey, unit-in-place, comparative unit, and trended original cost.
- Understand the use of cost manuals, including trending and updating to reflect current market data.
- Estimate cost by the use of cost manuals.
- Know the primary characteristics that influence cost.
- Define depreciation.
- Identify the two indirect methods of measuring depreciation, i.e., sales comparison and capitalization of income.
- Identify three direct methods used to measure depreciation.
- Identify the three types of depreciation.
- Understand the concept of estimating total economic life, effective age, and remaining economic life.
- Identify and define the difference between physical deterioration incurable, both short-lived and long-lived items.
- Identify and define functional obsolescence (all forms) and external obsolescence.
- Calculate depreciation estimates from the market (indirect method) and from the subject property (direct method).

On completion of Chapter 4, the student will know how to:

- Identify the major premise of the sales comparison approach
- Identify the underlying principle of the adjustment process in the sales comparison approach
- Identify a condition which is not adaptable to the sales comparison approach
- Identify an advantage to the sales comparison approach
- Define the variable S_c in the formula for the sales comparison approach
- Identify appropriate units of comparison for multi-family residential
- Follow the steps correctly to apply adjustments under the comparable sales approach

Timetable

Topic	Time Requirement	Day Covered
Chapter 1		
Orientation	30 Minutes	Monday AM
Introduction to Assessment/Appraisal	10 Minutes	Monday AM
The Assessment Function	20 Minutes	Monday AM
The Property Tax	75 Minutes	Monday AM
Concepts of Property and Property Rights	30 Minutes	Monday AM
Nature of Property Value	30 Minutes	Monday AM
Basic Principles of Value	45 Minutes	Monday AM/PM
Economics of Supply and Demand	45 Minutes	Monday PM
Highest & Best Use	45 Minutes	Monday PM
The Appraisal Process	30 Minutes	Monday PM
Trends Affecting Property Value	20 Minutes	Monday PM
Four Forces or Factors of Value	20 Minutes	Monday PM
Neighborhoods	20 Minutes	Monday PM
Review Questions & Review of Chapter 1	30 Minutes	Monday PM
Chapter 2		
Mapping & Parcel Identification	20 Minutes	Tuesday AM
Parcel Identification Systems	10 Minutes	Tuesday AM
Land Description System	85 Minutes	Tuesday AM
Nature of Land Valuations	15 Minutes	Tuesday AM
Market Value, Use Value & Highest & Best Use	15 Minutes	Tuesday AM
Land Valuation Theory	15 Minutes	Tuesday AM
Site/Land Data Analysis	30 Minutes	Tuesday AM
Site/Land Valuation Methods	180 Minutes	Tuesday AM/PM
Review Questions	40 Minutes	Tuesday PM
Quiz #1	40 Minutes	Tuesday PM

Topic	Time Requirement	Day Covered
Chapter 3		
Theory of Premises	10 Minutes	Wednesday AM
Cost Approach Steps	10 Minutes	Wednesday AM
Improvement Data Requirements	15 Minutes	Wednesday AM
Characteristics of Cost	15 Minutes	Wednesday AM
Elements of Cost	15 Minutes	Wednesday AM
Concepts of Cost	20 Minutes	Wednesday AM
Methods of Estimating Costs	50 Minutes	Wednesday AM
Cost Manuals	20 Minutes	Wednesday AM
Depreciation Defined	10 Minutes	Wednesday AM
Methods of Measuring Depreciation	10 Minutes	Wednesday AM
Indirect Method	60 Minutes	Wednesday AM
Direct Method	90 Minutes	Wednesday AM/PM
Observed Condition Method	95 Minutes	Wednesday PM
Review Questions	30 Minutes	Wednesday PM
Chapter 4		
Theory & Premises	10 Minutes	Thursday AM
Appraisal Principles	20 Minutes	Thursday AM
Advantages/Disadvantages	20 Minutes	Thursday AM
Formulas	20 Minutes	Thursday AM
Steps in the Sales Comparison Approach	50 Minutes	Thursday AM
Application of the Sales Comparison Approach Problems	240 Minutes	Thursday AM/PM
Review Questions	30 Minutes	Thursday PM
Quiz #2	60 Minutes	Thursday PM