

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

Welcome to the February 6th, 2023, Regular Meeting of The Lyman Board of Selectmen.
This meeting is a public proceeding and is being recorded.

PLEDGE OF ALLEGIANCE

ITEM #1 **SPECIAL OFFERS/ PRESENTATIONS**

- a. Michelle Felicitti – Question regarding Bunganut Park

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

- a. Public Input – *Public in attendance will have up to 5 minutes to address the Board*
- b. Mail
- c. Complaints

ITEM #3 **MINUTES**

- a. Review / Approve meeting minutes 1/17/2023
- b. Review / Approve meeting minutes 1/18/2023

ITEM #4 **SIGN WARRANTS**

- a. Payroll Warrant **#33** in the amount of **\$24,204.23**
- b. Payroll Warrant **#34** in the amount of **\$25,142.31**
- c. Accounts Payable Warrant **#35 (FY2023)** in the amount of **\$624,105.55**

ITEM #5 **UNFINISHED BUSINESS**

- a. Classification / compensation study. Review references. Award RFP to vendor.
- b. Franchise Agreement – Update from Shelly

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 Report 2-2-23
- e. CEO –
- f. Tax Clerk –
- g. Town Hall Expansion Committee –
- h. Budget Committee – Quarterly Report
- i. Other -

ITEM #7 **NEW BUSINESS**

- a. Discuss scheduling Budget Workshops
- b. RSU #57 Board member opening, Review 2 applicants.
- c. ARPA Committee – Final recommendations and reports
- d. Schedule Annual Town Meeting for June
- e. Reschedule Select Board meeting on 2/20/23 (Holiday)
- f. Assessor request for training services, review agreement
- g. Discuss procedure around key for lock box
- h. Upcoming Training National Incident Management System (NIMS)

OTHER
EXECUTIVE SESSION
ADJOURN

ITEM #1: (a.) Michelle Feliccitti - Questions re: Bunganut Park

From: [Michelle Feliccitti](#)
To: [Selectmen Board Clerk](#)
Subject: next meeting, can I get on agenda?
Date: Wednesday, January 25, 2023 10:58:26 AM
Attachments: [BUNGANUT PARK.docx](#)

Re Bunganut...here is a Word Doc to attach for the Board re expenses and use at Bunganut that I would like to ask some questions about :)

--

Michelle Feliccitti, RPR

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BUNGANUT PARK

Rev Exp

FY 23 31,541.00 (41,000.00)

FY 22 22,743.50 (37,000.00)

FY 21 21,338.75 (36,000.00)

FY 20 25,673.75 (35,000.00)

FY 19 23,434.50 (25,000.00)

Below are the suggested new rates for the 2022 season at Bunganut Lake Park.

Bunganut Park Rate Comparison		
Gate Fees	2021	2022
Lyman Residents	Free	Free
Non Residents		
Day pass for vehicle of 8 - \$3 per additional person	15	18
Day Pass for Seniors & Veterans	5	10
Motorsycle	5	10
Walkein	5	5
After 4:00 pass	5	10
1 Week Pass	40	50
Season Pass	60	75
Group Rate For the Pines under 100 people- \$3 per person over 100	200	250

As discussed the Sanford-Springvale YMCA is requesting a base rate for the Park Management of \$41,000 for the next three years 2022, 2023 and 2024. with the understanding that due to the volatility in the labor force and job market we reserve the right to request additional costs in 2023 and 2024 due to labor expenses. This request will occur in writing and will occur in the early part of 2023 and 2024 respectively .

If this is approved I will incert the details into the contract for final signatures and also make the adjustment to the brochure.

Here are the numbers for 2021. I do not have the details for 2020. I hope this helps.

Totals-

Passengers: 5138

Cars: 2137

Residential 773

Seasonal Pass: 278

Non-Residential Pass: 1081

Lyman
2:14 PM

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
141 - B&G CARE & M						
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
142 - B&G MOWING						
22 - BUNGANUT	27,220.00	0.00	27,220.00	19,457.25	0.00	7,762.75
31 - CTRCT SVS BL	27,220.00	0.00	27,220.00	19,457.25	0.00	7,762.75
370 - MOWING	27,220.00	0.00	27,220.00	19,457.25	0.00	7,762.75
143 - B&G PLOWING						
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
145 - B&G WASTE SV						
22 - BUNGANUT	5,040.00	0.00	5,040.00	2,790.00	0.00	2,250.00
31 - CTRCT SVS BL	2,940.00	0.00	2,940.00	1,215.00	0.00	1,725.00
330 - WASTE SVS	2,940.00	0.00	2,940.00	1,215.00	0.00	1,725.00
35 - CTRCT SVS WA	2,100.00	0.00	2,100.00	1,575.00	0.00	525.00
331 - PROF PORTA P	2,100.00	0.00	2,100.00	1,575.00	0.00	525.00
147 - B&G ENERGY						
22 - BUNGANUT	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
50 - UTILITIES	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
560 - ELECTRICITY	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
148 - B&G SIGNS						
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
161 - PARKS & REC						
22 - BUNGANUT	4,800.00	0.00	4,800.00	207.20	0.00	4,592.80
50 - UTILITIES	4,800.00	0.00	4,800.00	207.20	0.00	4,592.80
580 - COMM	4,800.00	0.00	4,800.00	207.20	0.00	4,592.80
181 - OUTS GEN AD						
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

Level of enrollment at which your camper will attend camp this summer

Level of Camp Enrollment	Member Cost	Non-Member Cost	Select Level Below
Full-Time (4-5 days) Camp access available Monday through Friday Mon___Tues___Wed___Thu___Friday___	\$180.00	\$185.00	
Part-Time (1-3 days) Camp access available on Monday, Wednesday, Friday Monday___Wednesday___Friday___	\$140.00	\$145.00	

ITEM #2: (b.) Mail



Home Care & Hospice
225 Gorham Rd.
South Portland, ME 04106

Office 800-757-3326
Fax 207-400-8891

January 11th 2023

To the Residents and Selectman of Lyman:

On behalf of Northern Light Home Care & Hospice, thank you for this opportunity to introduce our organization and request funding for programming in 2022-2023. Founded in 1921, our mission is to provide clinically excellent, compassionate home health and hospice care to individuals and families. We provide crucial community health services to help your residents remain in the comfort of their own home for as long as they possibly can. We are nurses, rehabilitation therapists, social workers, home health aides, volunteers, and spiritual counselors. We provide pivotal and compassionate care when people are released from the hospital following illness or surgery, as well as when people elect end of life hospice services.

Although Northern Light Home Care & Hospice faced many challenges the past two years, we have not wavered in delivering high quality patient care, remaining devoted to our staff, and striving to improve the health of the people and communities we serve. In the last twelve months we have:

- conducted 121,130 visits to 8,752 homecare patients
- conducted 54,339 visits to 2,058 hospice patients

In addition to our hallmark Home Health and Hospice programs, we provide indispensable public health services in the community. Our COVID-19 pop-up clinics, school located vaccination clinics, and COVID-19 testing at various facilities and businesses had an outsized & meaningful community impact. In the twelve months ending September 30, 2022, we have:

- administered approximately 61,000 COVID vaccines
- administered nearly 10,000 flu vaccines
- administered 100s of homebound vaccinations

These visitation numbers are nothing short of remarkable during these unprecedented times. As an example of the good work we do, I share with you a quote from a grateful family.

"Dianna's and my experience with hospice during her last seven weeks was totally positive. Hospice was very sensitive to our wanting minimum visits due to COVID worries, but the advice we received during the visits that did take place and over the telephone were invaluable. I would not want to go through such an end-of-life caregiving experience without hospice!"

While we get reimbursed from Medicare, MaineCare, and other insurers, this does not cover the full cost of care provided to those with, or without, insurance in your community. It also does not cover our efforts to assist members of your community who need a shower bench, blood pressure cuff, or nutritional assistance. Financial support provided by the Town of Lyman would be used to offset the shortage in reimbursements for insured individuals, and to ensure care for those without insurance.

We hope that we have inspired you to consider supporting our work with a FY23 gift in the amount of \$500. Please be reminded that our clinicians live in the communities they serve, and our board of directors includes a representative residing in each county we cover. Along with this request, I have included our board list, a summary of the care provided in Lyman last year, and our FY23 budget. Please reach out to me with any questions or concerns.

We are grateful for your consideration.

Very truly yours,

Colleen Hilton

Senior VP, Continuing Care

President Home Care & Hospice



FY 2022 statistics ending September 30, 2022

Counties served include: Aroostook, Cumberland, Hancock, Kennebec, Oxford,
Penobscot, Somerset, Sagadahoc, Waldo, Washington, York

Home Health Patients:	8,752
Home Health Visits:	121,130
Hospice Patients:	2,059
Hospice Visits:	54,344
Palliative Care Patients:	522

FY 2022 Local Statistics Lyman

Home Health Patients:	22
Home Health Visits:	178
Hospice Patients:	1
Hospice Visits:	14
Est Value of Services:	\$49,678

****total number of town served across the entire state in 2022 is greater than 425**



Board of Directors 2022

Ann Marie Briggs
Kennebunkport, ME
Retired

Ed Douglas
Bar Harbor, ME
Retired

Judy Anderson
Presque Isle, ME
Director, Aroostook Agency on Aging

Edward Gould, Esq.
Bangor, ME
Attorney, Gross Minsky

Joanne Hale
South Portland, ME
RN, Joint Commission

Troy Heald
Caribou, ME
VP, FA Peabody Insurance

Colleen Hilton *Ex Officio*
South Portland, ME
President, Northern Light Health Home Care & Hospice

Timothy Dentry *Ex Officio*
Brewer, ME
President & CEO, Northern Light Health

Michael Quinlan, Esq.
Portland, ME
Attorney, Jensen Baird

Bruce Reddy
Brewer, ME
Retired

Dianne Rodrigue
Portland, ME
Senior Manager, Baker Newman Noyes

Patricia Small
Scarborough, ME
Retired

Debra Taylor
Wells, ME
Retired

John Boyne
Freeport, ME
Retired



Actual and Budget for year(s) ending 9/30	FY21 Actual		FY22 Actual		FY23 Budget
OPERATING REVENUES					
Inpatient Revenue	\$	1,175,127	\$	1,055,896	1,250,000
Outpatient Revenue	\$	62,629,227	\$	56,335,387	61,285,070
Total Gross Patient Revenue	\$	63,804,354	\$	57,391,283	62,535,070
DEDUCTIONS FROM REVENUE					
Inpatient Contractual Allowances	\$	394,488	\$	342,980	347,377
Outpatient Contractual Allowances	\$	13,819,975	\$	13,472,204	14,088,926
Total Contractual Allowances	\$	14,214,462	\$	13,815,184	14,436,303
Charity Care	\$	17,498	\$	10,825	5,607
Total Deductions from Revenue	\$	14,231,960	\$	13,826,009	14,441,910
Total Net Patient Service Revenue	\$	49,572,393	\$	43,565,273	\$ 48,093,160
OTHER REVENUE					
Net Sales and Contract Revenue	\$	736,174	\$	534,650	\$ 512,735
Other Revenue	\$	23,641	\$	36,354	\$ 18,141
Net Assets Released from Restriction	\$	239,908	\$	165,946	\$ 241,040
Total Net Revenue	\$	50,572,117	\$	44,302,223	\$ 48,865,076
EXPENSES					
Salaries and Wages	\$	28,638,072	\$	28,149,021	\$ 30,629,038
Employee Benefits	\$	8,403,918	\$	7,763,830	\$ 8,349,909
Professional Fees	\$	623,375	\$	2,179,006	\$ 1,145,952
Cost of Goods Sold	\$	-26,311	\$	-25,974	\$ -18,000
Supplies	\$	2,840,395	\$	2,337,048	\$ 3,140,104
Purchased Services	\$	2,049,165	\$	2,256,620	\$ 2,952,627
Leases and Rentals	\$	805,309	\$	904,043	\$ 780,618
Utilities	\$	449,626	\$	521,378	\$ 837,237
Insurance	\$	268,672	\$	362,548	\$ 301,792
Interest	\$	0	\$	812.66	\$ 0
Depreciation and Amortization	\$	117,755	\$	121,074	\$ 110,707
Other Expense	\$	2,281,269	\$	2,104,066	\$ 2,578,787
NLH Support Services	\$	2,108,330	\$	2,257,224	\$ 2,144,362
Total Expenses	\$	48,559,574	\$	48,930,699	\$ 52,953,133
Net Operating Income (Loss)	\$	2,012,543	\$	(4,628,475)	\$ (4,088,057)

ITEM #3 (a.) Minutes 1/17/2023

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

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

Selectboard members absent: None

ITEM #1 **SPECIAL OFFERS/ PRESENTATIONS**

None

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

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

- o Michelle Felicitti – Inquiry on Lyman Emblem and Bunganut Parks & Recs

Michelle Felicitti – Discussed with the board a suggestion of getting an emblem for Town meeting room. She recommends offering to seniors or a school an opportunity to participate in a competition to present a graphic design or drawing for the Town and perhaps contact the arts department in the schools or a college. She also discussed the park expenses at Bunganut Park. She reviewed over the last five years there has been a revenue loss with park passes vs YMCA services. She also found most people using the Park are non-residents based off the Park Passes. She recommends a parks and recs director and addressing some of the accessibility issues at the park. She recommends having a community space available for gatherings and maybe establishing a community committee.

John Tibbetts – States the board had looked into adding things such as disc golf, vending machines, and ways to make the park profitable and work on improvements, but the issue at the time was a question of how to manage the park.

b. Mail • MMA • SMPDC

c. Complaints -none

ITEM #3 **MINUTES**

Review/ approve meeting minutes 1/3/2023

David makes a motion to approve. Jessica Picard seconds the motion. Motion passes: 5-0-0

ITEM #4 **SIGN WARRANTS**

a. *Payroll Warrant #31 in the amount of \$22,848.26*

David makes a motion to approve. Jessica Picard seconds the motion. Motion passes: 5-0-0

b. *Accounts Payable Warrant #32 (FY2023) in the amount of \$89,097.00*

David makes a motion to approve. Jessica Picard seconds the motion. Motion passes: 5-0-0

ITEM #5 **UNFINISHED BUSINESS**

a. *Health Officer. Tabled from last meeting.*

Thomas Hatch – States this was discussed at the Fire Commission meeting from last week. There were discussions concerning the chief being pulled in many different directions and not knowing exactly how much this position could entail. He suggested putting this out on the website or MMA to seek a retired nurse or someone with a healthcare background that may want to volunteer.

ITEM #6 **DEPARTMENT AND COMMITTEE REPORTS**

a. *Road Commissioner –*

Brad Nikel – Requests information to be posted on the Town website regarding state statute and pushing snow into roadways. Also, the LED sign brightness is set too bright, and he has received some complaints about this.

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b. [Fire Chief – Request for funds, see email.](#)

Thomas Hatch – Explains there was some facility maintenance necessary for clearing of a drainage pipe and pumping of a catch basin. The total cost was \$3121.20, making Lyman's share of 50% \$1560.60. The second request was to have an electrician move the reverse osmosis water system and Ansul fire protection system electrical circuits to the emergency electrical panel. A total of \$2000, with Lyman's share of 50% equal to \$1000.00. Both requests to come out of the GMFR Building Capital account.

Thomas Hatch – Makes a motion to grant the Fire chief the amount of \$1,560.60 for drainage pipe pumping and \$1,000 for electrical work.

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

c. [Kennebunk Pond Beach Committee – Dave Alves Liaison Report/update](#)

David Alves – States the committee is working on the final meeting with the architect, then they will be finalizing the cost proposal.

d. [Treasurer – Expense Summary Report 1-12-23](#) – No discussion.

e. [CEO – Policy Update recommendation. See email.](#)

Brenda Charland – Suggested the Board give a directive that Town buildings and buildings on Town Property be inspected periodically by the Fire chief, the CEO and Electrical Inspector. All info would be kept in the CEO office for record keeping.

John Tibbets – Asks if there is a recommended interval of time between inspections.

Brenda Charland – States she has looked into other neighboring Town's and found they typically do an inspection anywhere between 3 and 5 years. It would be up to the board how often they would want an inspection to be done.

John Tibbets – makes a motion on a directive to conduct inspections on Town properties and buildings every three years.

Thomas Hatch – Seconds the motion.

David Alves – Recommends adding language to the motion that it does not have to wait three years for inspection and can be done sooner if the CEO, Electrical Inspector and/or Fire chief deem necessary.

Brenda Charland – Asks the board if they would want to review the reports when inspections are completed. The board agrees they would like to review the reports.

Motion passes: 5-0-0

f. [Tax Clerk – December Report](#) – Report reviewed in meeting.

g. [Other](#) - Town Hall Expansion Committee

Brad Nikel – States Mark Swett has some RFPs out for a steel building company to check on a rough idea of what a steel building would cost.

David Alves – States he is working on getting a surveyor.

ITEM #7

NEW BUSINESS

a. [Discuss scheduling Budget Workshops](#)

A workshop has been scheduled for Thursday January 26th, 2023 at 6:00pm.

b. [ARPA Memorandum](#)

Thomas Hatch – States the board would have to put this out to bid probably soon to keep things moving forward.

Michelle Felicitti – State the ARPA committee will have one more meeting to finalize their recommendations. They were looking into including in their recommendations Bunganut Park and Kennebunk Pond Beach.

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c. [Mail Subscription request, see email](#)

Discussion with the board on what the policy entails. The board agrees not to respond to the request.

d. [Approval for committee access to building](#)

Discussion regarding committees being able to access the building for committee meetings.

Jessica Picard – Makes a motion to issue a key and code to the building for Brad Nikel

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

e. [Review Mowing Contract with KCB](#)

Lindsay Gagne – States the contract remains the same from the draft version, other than adding the contractors bid pricing in there. The board can review and sign.

f. [Review Plowing contract with Dayton Snow Fighters](#)

Lindsay Gagne – States the contractor requested removing the language in the contract regarding a performance bond. Rather than to hold 10% of his payments each month he requested to have no holding because he has been doing work for the Town for 18-years. However, he is not opposed to leaving the language as it is.

Jessica Picard – makes a motion to remove the language on holding 10% in lieu of a performance bond.

Thomas Hatch – Seconds the motion.

David Alves – States he's uncertain this would be the best route to take.

Jessica Picard – Verifies for the first year, each month the 10% holding would be \$4,500.00, with the final payment at the end of the year being \$45,000.00. She states her opinion is there is other language in the contract to cover such as breach of contract, termination clauses, performance, duties, and given the work this contractor has done for the Town.

David Alves – States the contractor should be able to handle a hold of that amount.

Motion fails: 2-3-0 (Jessica Picard, John Tibbets in favor of; Ralph Blackington, David Alves, Thomas Hatch Opposed).

The board agrees to move forward with the contract as originally drafted with the 10% holding included.

g. [Annual Town Report – Dedicating to group/individual](#)

Thomas Hatch – Recommends considering a group within the Town, such as, Boy scouts, Historical Society, Fire Department, etc.

John Tibbetts – Explains there is a ceremony involved in Alfred also.

Michelle Felicitti – Suggests a mailchimp or survey of some sort to receive input.

h. [Newsletter discussion](#)

Jessica Picard – States she is looking for board support for working with Lindsay on putting together a newsletter.

John Tibbets makes a motion. Thomas Hatch Seconds the motion. Motion passes: 5-0-0

i. [RSU #57 Board member opening, discuss appointing a new member](#)

Ralph Blackington – Explains a board member has resigned. There were two candidates that received substantial votes from the last election, the board could consider contacting them if they had an interest and they could fill out a committee application.

Thomas Hatch – States the board could put this out to the general public and also contact these two candidates.

j. [Review/Approve PO's for Cemetery Tree removal services. PO# 1610, 1611, 1614, & 1607](#)

Michelle Felicitti – States the PO's don't itemize the work being done and are all for the same amount.

Jessica Picard – Asks if these have been put out to bid.

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Lindsay Gagne – States the cemetery committee gave a presentation at a past board meeting and at that time talked about getting quotes but did not provide any quotes to the board.

Thomas Hatch – States we should reach out to the cemetery committee and clarify some questions.

Jessica Picard – States the board would want to know the details; where are they cutting, what are they leaving behind; how did they get their pricing.

Thomas Hatch – Makes a motion to approve the PO's pending answering the stated questions.

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

k. [Appointment/Oath – Michelle Felicitti Ballot clerk for Special Town Meeting 1/18/23](#)

Jessica Picard - makes a motion to appoint Michelle Felicitti as Ballot Clerk for Special Town Meeting on January 18th, 2023.

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

OTHER

David Alves – States regarding the tax acquired land study, he has requested information on the timber harvesting and the stumpage pricing the Town has received. It dates back to 2016 but it doesn't appear it has gone out to an RFP for stumpage prices.

David Alves – Makes a motion to contact the logging company and cancel any agreement that may have been verbal or in writing and advertise a proper RFP for timber harvesting on parcels owned by the Town of Lyman.

Jessica Picard – Seconds the motion.

John Tibbets – States it was important to have a company that conducted a clean job. At Bunganut they had done a good job clearing areas that were difficult to clear. Other loggers the Town has worked with have left a mess behind. He's had a forester look over the prices they received and were given feedback that the prices were better than we had thought. They had spoken to landowners and walked some of their sights and previous work. This was not a service we were paying for and did not need to go out to bid.

David Alves – States he agrees the board has a due diligence to ensure the job is cleaned up. He States this is a hired service that gets paid through the process of cutting the Town's timber.

Motion passes: 4-1-0 (Ralph Blackington, Jessica Picard, Thomas Hatch, David Alves in favor; John Tibbets Opposed).

Maurice St. Claire – States they had chosen the vendor because of the work he did. He has done excellent work. The Town is not paying for timber harvesting, and this does not need to go out to bid.

John Tibbets – States there was a forestry plan done about ten-years ago that was worked off of. They had walked the site and determined this was the better vendor.

EXECUTIVE SESSION

[1.M.R.S.A §405 \(A\) Personnel Matters](#)

Thomas Hatch – Makes a motion to go into executive session per M.R.S.A §405 (A) Personnel Matters

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

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

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

Thomas Hatch – Makes a motion to move forward with the agreed salary increase for the Assessor for the January 12th fiscal year budgeted amount.

Jessica Picard – Seconds the motion.

Motion passes: 5-0-0

ADJOURN

Jessica Picard – Makes a motion to adjourn.

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

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Ralph “Ralph” Blackington (Chair)

Thomas Hatch (Vice Chair)

David Alves

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 5 pages are the original minutes of the Board of Selectmen Regular Meeting dated January 17th, 2023

Lindsay Gagne

ITEM#3: (b.) Minutes 1/18/2023

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
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- Meetings
- Obtain Background information.
- Review / Update current compensation policies & Practices

Classification Phase	\$2,500.00
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- 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
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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 Tibbetts – 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#4: (a.) Payroll Warrant #33

LYMAN
9:49 AM

Payroll Check Register

Pay Date: 01/25/2023

01/19/2023
Page 1

Check	D / D	Check	Amount	Date	Employee
Employee Checks					
1	1,416.86	0.00	1,416.86	01/25/23	79 SUSAN J BELLEROSE
2	113.68	0.00	113.68	01/25/23	032 DANA A CARTER
3	1,896.08	0.00	1,896.08	01/25/23	029 BRENDA D CHARLAND
4	1,346.74	0.00	1,346.74	01/25/23	028 LINDSAY GAGNE
5	1,649.86	0.00	1,649.86	01/25/23	016 LAURIE L GONSKA
6	170.36	0.00	170.36	01/25/23	05 SHIRLEY A HARRISON
7	256.42	0.00	256.42	01/25/23	007 THOMAS M HOLLAND
8	1,218.03	0.00	1,218.03	01/25/23	019 HOLLI L HUTCHINS
9	1,490.08	0.00	1,490.08	01/25/23	015 JEANETTE E LEMAY
10	766.91	0.00	766.91	01/25/23	036 JULIE LEMIEUX
11	1,136.95	0.00	1,136.95	01/25/23	041 RANDALL L MURRAY
12	839.78	0.00	839.78	01/25/23	005 BRADLEY J NIKEL
13	365.96	0.00	365.96	01/25/23	19 BRIAN D. RACICOT
14	511.75	0.00	511.75	01/25/23	002 DAVID W RILEY
15	179.12	0.00	179.12	01/25/23	020 DAVID H SANTORA
16	435.77	0.00	435.77	01/25/23	001 MAURICE ST CLAIR
17	1,516.77	0.00	1,516.77	01/25/23	76 PAULINE F WEISS
Total	15,311.12	0.00	15,311.12		
Direct Deposit Checks					
18	0.00	15,311.12	15,311.12	01/25/23	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	15,311.12	15,311.12		
Trust & Agency Checks					
19	0.00	5,623.65	5,623.65	01/25/23	T & A 1 I.R.S.
20	0.00	1,024.08	1,024.08	01/25/23	T & A 3 ICMA
21	0.00	1,041.90	1,041.90	01/25/23	T & A 2 MAINE REVENUE SERVICES
22	0.00	1,203.48	1,203.48	01/25/23	T & A 9 MPERS
Total	0.00	8,893.11	8,893.11		
Summary					
Checks:	Regular	0.00	17		
	D / D	15,311.12	1		
	Employee	15,311.12			
	T & A	8,893.11	4		
	Voided		0		
Total		24,204.23	22		

WARRANT: 33

Check	D / D	Check	Employee	Gross Pay
1	1,416.86	0.00	79 SUSAN J BELLERSE	2,007.56
2	113.68	0.00	032 DANA A CARTER	123.09
3	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
4	1,346.74	0.00	028 LINDSAY GAGNE	1,768.75
5	1,649.86	0.00	016 LAURIE L GONSKA	2,913.46
6	170.36	0.00	05 SHIRLEY A HARRISON	184.47
7	256.42	0.00	007 THOMAS M HOLLAND	286.85
8	1,218.03	0.00	019 HOLLI L HUTCHINS	1,656.49
9	1,490.08	0.00	015 JEANETTE E LEMAY	2,405.15
10	766.91	0.00	036 JULIE LEMIEUX	1,040.00
11	1,136.95	0.00	041 RANDALL L MURRAY	1,739.93
12	839.78	0.00	005 BRADLEY J NIKEL	1,458.00
13	365.96	0.00	19 BRIAN D. RACICOT	451.83
14	511.75	0.00	002 DAVID W RILEY	554.15
15	179.12	0.00	020 DAVID H SANTORA	193.96
16	435.77	0.00	001 MAURICE ST CLAIR	471.87
17	1,516.77	0.00	76 PAULINE F WEISS	2,186.54
18	0.00	15,311.12	D / D 1 BIDDEFORD SAVINGS BANK	
19	0.00	5,623.65	T & A 1 I.R.S.	
20	0.00	1,024.08	T & A 3 ICMA	
21	0.00	1,041.90	T & A 2 MAINE REVENUE SERVICES	
22	0.00	1,203.48	T & A 9 MPERS	
Total	15,311.12	24,204.23		22,217.24

Put into A/P **9,823.14**
Taken out of A/P **(8,893.11)**
Total Payroll **25,134.26**

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.

TOWN OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

ITEM#4: (b.) Payroll Warrant #34

LYMAN
8:55 AM

Payroll Check Register

Pay Date: 02/08/2023

02/02/2023

Page 1

Check	D / D	Check	Amount	Date	Employee
Employee Checks					
1	1,425.93	0.00	1,425.93	02/08/23	79 SUSAN J BELLEROSE
2	110.23	0.00	110.23	02/08/23	032 DANA A CARTER
3	1,896.08	0.00	1,896.08	02/08/23	029 BRENDA D CHARLAND
4	602.73	0.00	602.73	02/08/23	12 MARCEL DESROSNIERS
5	12.74	0.00	12.74	02/08/23	050 MICHELLE R FELICITTI
6	1,368.64	0.00	1,368.64	02/08/23	028 LINDSAY GAGNE
7	1,649.86	0.00	1,649.86	02/08/23	016 LAURIE L GONSKA
8	226.63	0.00	226.63	02/08/23	05 SHIRLEY A HARRISON
9	256.42	0.00	256.42	02/08/23	007 THOMAS M HOLLAND
10	12.74	0.00	12.74	02/08/23	18 BARBARA E HULL
11	1,314.13	0.00	1,314.13	02/08/23	019 HOLLI L HUTCHINS
12	1,490.08	0.00	1,490.08	02/08/23	015 JEANETTE E LEMAY
13	750.20	0.00	750.20	02/08/23	036 JULIE LEMIEUX
14	1,051.75	0.00	1,051.75	02/08/23	041 RANDALL L MURRAY
15	839.78	0.00	839.78	02/08/23	005 BRADLEY J NIKEL
16	389.57	0.00	389.57	02/08/23	19 BRIAN D. RACICOT
17	413.55	0.00	413.55	02/08/23	002 DAVID W RILEY
18	206.67	0.00	206.67	02/08/23	020 DAVID H SANTORA
19	435.77	0.00	435.77	02/08/23	001 MAURICE ST CLAIR
20	113.68	0.00	113.68	02/08/23	40 RAYMOND J VALLIERE
21	1,516.77	0.00	1,516.77	02/08/23	76 PAULINE F WEISS
Total	16,083.95	0.00	16,083.95		
Direct Deposit Checks					
22	0.00	16,083.95	16,083.95	02/08/23	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	16,083.95	16,083.95		
Trust & Agency Checks					
23	0.00	5,820.82	5,820.82	02/08/23	T & A 1 I.R.S.
24	0.00	1,024.18	1,024.18	02/08/23	T & A 3 ICMA
25	0.00	1,057.09	1,057.09	02/08/23	T & A 2 MAINE REVENUE SERVICES
26	0.00	1,156.27	1,156.27	02/08/23	T & A 9 MPERS
Total	0.00	9,058.36	9,058.36		

Summary		
Checks:	Regular	0.00 21
	D / D	16,083.95 1
	Employee	16,083.95
	T & A	9,058.36 4
	Voided	0
Total	25,142.31	26

WARRANT: 34

Check	D / D	Check	Employee	Gross Pay
1	1,425.93	0.00	79 SUSAN J BELLEROSE	2,020.84
2	110.23	0.00	032 DANA A CARTER	119.36
3	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
4	602.73	0.00	12 MARCEL DESROSIER	731.72
5	12.74	0.00	050 MICHELLE R FELICITTI	13.80
6	1,368.64	0.00	028 LINDSAY GAGNE	1,800.00
7	1,649.86	0.00	016 LAURIE L GONSKA	2,913.46
8	226.63	0.00	05 SHIRLEY A HARRISON	250.69
9	256.42	0.00	007 THOMAS M HOLLAND	286.85
10	12.74	0.00	18 BARBARA E HULL	13.80
11	1,314.13	0.00	019 HOLLI L HUTCHINS	1,809.31
12	1,490.08	0.00	015 JEANETTE E LEMAY	2,405.15
13	750.20	0.00	036 JULIE LEMIEUX	1,015.00
14	1,051.75	0.00	041 RANDALL L MURRAY	1,572.73
15	839.78	0.00	005 BRADLEY J NIKEL	1,458.00
16	389.57	0.00	19 BRIAN D. RACICOT	477.40
17	413.55	0.00	002 DAVID W RILEY	447.80
18	206.67	0.00	020 DAVID H SANTORA	223.80
19	435.77	0.00	001 MAURICE ST CLAIR	471.87
20	113.68	0.00	40 RAYMOND J VALLIERE	123.09
21	1,516.77	0.00	76 PAULINE F WEISS	2,186.54
22	0.00	16,083.95	D / D 1 BIDDEFORD SAVINGS BANK	
23	0.00	5,820.82	T & A 1 I.R.S.	
24	0.00	1,024.18	T & A 3 ICMA	
25	0.00	1,057.09	T & A 2 MAINE REVENUE SERVICES	
26	0.00	1,156.27	T & A 9 MPERS	
Total	16,083.95	25,142.31		23,116.35

Put into A/P **9,988.39**
 Taken out of A/P **(9,058.36)**
Total Payroll 26,072.34

Count
 Checks 26

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

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

ITEM#4: (c.) AP Warrant #35

Lyman
10:29 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

02/02/2023
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9551	4,923.37	01/17/23	35	0569 SECRETARY OF STATE
P	9552	8,059.87	01/24/23	35	0569 SECRETARY OF STATE
P	9553	7,246.62	01/27/23	35	0569 SECRETARY OF STATE
P	9554	1,708.00	02/02/23	35	0643 TREASURER, STATE OF MAINE
P	9555	9,863.65	02/02/23	35	0647 TREASURER, STATE OF MAINE
R	9556	18.98	02/06/23	35	0218 AMAZON CAPITAL SERVICES
R	9557	155.99	02/06/23	35	0232 B & B HEATING & AIR CONDITIONING
R	9558	2,131.50	02/06/23	35	0022 BEAN DATA
R	9559	1,875.00	02/06/23	35	0065 BRADLEY J NIKEL
R	9560	591.98	02/06/23	35	0328 BUDGET DOCUMENT TECHNOLOGY
R	9561	3,325.00	02/06/23	35	0335 C.I.A. SALVAGE INC
R	9562	32.00	02/06/23	35	0994 CINTAS CORPORATION- # 758
R	9563	125.00	02/06/23	35	0211 CRIPPLE CREEK CORPORATION
R	9564	348.00	02/06/23	35	0111 CYN ENVIRONMENTAL SERVICES
R	9565	610.00	02/06/23	35	0133 DAVID W. RILEY
R	9566	32,850.00	02/06/23	35	0248 DAYTON SNOW FIGHTERS INC.
R	9567	24,957.10	02/06/23	35	0024 EASTERN SALT COMPANY INC
R	9568	804.39	02/06/23	35	0056 EDISON PRESS
R	9569	46,837.50	02/06/23	35	0233 GOODWINS MILLS FIRE & RESCUE
R	9570	525.57	02/06/23	35	0072 GWI
R	9571	147.07	02/06/23	35	0184 JEANETTE LEMAY
R	9572	675.00	02/06/23	35	0230 JESSICAS CLEANING SERVICE
R	9573	20.20	02/06/23	35	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	9574	14,914.54	02/06/23	35	0376 M M E H T
R	9575	919.36	02/06/23	35	1111 MARCEL DESROSIERS
R	9576	90.92	02/06/23	35	0149 RANDY MURRAY
R	9577	7.00	02/06/23	35	0502 REGISTRY OF DEEDS
R	9578	170.00	02/06/23	35	0812 RICHARD HULL, III
R	9579	458,624.95	02/06/23	35	0419 RSU #57
R	9580	97.98	02/06/23	35	0224 SPECTRUM/TIME WARNER CABLE
R	9581	167.86	02/06/23	35	0148 VERIZON WIRELESS
R	9582	135.36	02/06/23	35	0985 WARRENS OFFICE SUPPLIES
P	99999	462.00	02/06/23	35	0095 CARDMEMBER SERVICE
P	99999	22.00	02/06/23	35	0095 CARDMEMBER SERVICE
P	99999	7.20	02/06/23	35	0095 CARDMEMBER SERVICE
P	99999	222.49	02/06/23	35	0095 CARDMEMBER SERVICE
P	99999	17.99	02/06/23	35	0095 CARDMEMBER SERVICE
P	99999	414.11	02/06/23	35	0095 CARDMEMBER SERVICE
Total		624,105.55			

Count

Checks	38
Voids	0

A / P Warrant

02/02/2023

Page 1

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00218 AMAZON CAPITAL SERVICES						
0423	9556	02	CALENDAR	1CFQ-MY4N-6HYT		
CALENDAR			E 110-11-60-610		18.98	0.00
			SUPPLIES / SUPPLIES			
Vendor Total-					18.98	
00232 B & B HEATING & AIR CONDITIONING						
0423	9557	02	REIMB DUP EXCISE TAX	01-27-23		
REIMB DUP EXCISE TAX			G 1-253-00		155.99	0.00
			EXCISE REF.			
Vendor Total-					155.99	
00022 BEAN DATA						
0423	9558	02	SERVICES	1308		
ANNUAL WEB HOSTING			E 110-11-32-310		425.00	0.00
			CTRCT SVS EQ / PROF SVS			
WEB DOMAIN ANNUAL			E 110-11-32-310		100.00	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					525.00	
0423	9558	02	FEB 2023	BEAN0223		
FEB 2023			E 110-11-32-310		1,606.50	1,606.50
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					1,606.50	
Vendor Total-					2,131.50	
00065 BRADLEY J NIKEL						
0423	9559	02	SERVICES	FEB SNOW		
TH PLOW			E 143-11-31-360		1,000.00	0.00
			CTRCT SVS BL / PLOW & SAND			
Invoice Total-					1,000.00	
0423	9559	02	SERVICES	1-30-23		
TRF PLOW			E 143-31-31-360		875.00	0.00
			CTRCT SVS BL / PLOW & SAND			
Invoice Total-					875.00	
Vendor Total-					1,875.00	
00328 BUDGET DOCUMENT TECHNOLOGY						
0423	9560	02	LT06 BASE CONTRACT	476461		
LT06			E 110-11-32-310		270.19	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					270.19	
0423	9560	02	LT06 OVERAGES	476462		
LT06			E 110-11-32-310		321.79	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					321.79	
Vendor Total-					591.98	
00335 C.I.A. SALVAGE INC						
0423	9561	02	HAULING	3937		
MSW HAULING			E 150-31-35-355		1,575.00	0.00
			CTRCT SVS WA / PROF SVS HAU			
WOOD/BULKY HAULING			E 150-31-35-356		1,050.00	0.00
			CTRCT SVS WA / PROF SVS HW			

A / P Warrant

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
RECYCLE HAULING			E 150-31-35-357		525.00	0.00
			CTRCT SVS WA / PROF SVS HR			
METAL HAULING			E 150-31-35-359		175.00	0.00
			CTRCT SVS WA / PROF SVS MET			
Vendor Total-					3,325.00	
00095 CARDMEMBER SERVICE						
0423	99999	02	MICROSOFT	E0600LRJJM		
MICROSOFT			E 110-11-32-310		462.00	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					462.00	
0423	99999	02	MICROSOFT	E0600LRJFN		
MICROSOFT			E 110-11-32-310		22.00	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					22.00	
0423	99999	02	MICROSOFT	E0600LRSZ4		
MICROSOFT			E 110-11-32-310		7.20	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					7.20	
0423	99999	02	STAMP STOCK	ST2874324		
STAMP STOCK			E 110-11-60-650		222.49	0.00
			SUPPLIES / POSTAGE			
Invoice Total-					222.49	
0423	99999	02	STAMPS.COM	011723		
STAMPS.COM			E 110-11-60-650		17.99	0.00
			SUPPLIES / POSTAGE			
Invoice Total-					17.99	
0423	99999	02	STAMPS	020123		
STAMPS			E 110-11-60-650		414.11	0.00
			SUPPLIES / POSTAGE			
Invoice Total-					414.11	
Vendor Total-					1,145.79	
00994 CINTAS CORPORATION- # 758						
0423	9562	02	13117643	4144430423		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
Vendor Total-					32.00	
00211 CRIPPLE CREEK CORPORATION						
0423	9563	02	MARCH RENT	CRIP0323		
MARCH RENT			E 110-11-39-399		125.00	125.00
			CONT SVS OTH / OTHER			
Vendor Total-					125.00	
00111 CYN ENVIRONMENTAL SERVICES						
0423	9564	02	LY3802	90887147-230015		
LY3802			E 150-31-35-358		348.00	0.00
			CTRCT SVS WA / PROF SVS HWO			
Vendor Total-					348.00	
00133 DAVID W. RILEY						
0423	9565	02	SERVICES	2023-0252		

A / P Warrant

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
ROADS REPAIRS/MAINT			E 131-51-40-483		150.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			Invoice Total-		150.00	
0423	9565	02	SERVICES	2023-0253		
P&R TRASH REMOVAL			E 145-21-31-330		100.00	0.00
			CTRCT SVS BL / WASTE SVS			
PLOWING P&R			E 143-21-31-360		150.00	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		250.00	
0423	9565	02	SERVICES	2023-0254		
FUELING			E 150-31-40-450		40.00	0.00
			REPAIRS & MA / EQUIPMENT			
			Invoice Total-		40.00	
0423	9565	02	SERVICES	2023-0255		
SHOVELING/SANDING TH			E 143-11-31-360		140.00	0.00
			CTRCT SVS BL / PLOW & SAND			
TOWN HALL TRASH			E 145-11-31-330		30.00	0.00
			CTRCT SVS BL / WASTE SVS			
			Invoice Total-		170.00	
			Vendor Total-		610.00	
00248 DAYTON SNOW FIGHTERS INC.						
0423	9566	02	FEB 2023	PLOW0223		
FEB 2023			E 143-51-31-360		32,850.00	32,850.00
			CTRCT SVS BL / PLOW & SAND			
			Vendor Total-		32,850.00	
00024 EASTERN SALT COMPANY INC						
0423	9567	02	SALT LYMANM05	125597		
SALT LYMANM05			E 143-51-31-360		9,562.80	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		9,562.80	
0423	9567	02	SALT LYMANM05	126495		
SALT LYMANM05			E 143-51-31-360		9,801.48	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		9,801.48	
0423	9567	02	SALT LYMANM05	126878		
SALT LYMANM05			E 143-51-31-360		2,518.62	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		2,518.62	
0423	9567	02	SALT LYMANM05	126842		
SALT LYMANM05			E 143-51-31-360		3,074.20	0.00
			CTRCT SVS BL / PLOW & SAND			
			Invoice Total-		3,074.20	
			Vendor Total-		24,957.10	
00056 EDISON PRESS						
0423	9568	02	TRF STATION STICKERS	118902		
TRF STATION STICKERS			E 110-11-80-830		804.39	804.39
			ADVER, PRINT / FORMS			
			Vendor Total-		804.39	
00233 GOODWINS MILLS FIRE & RESCUE						
0423	9569	02	FEB 2023	GMFR0223		

A / P Warrant

02/02/2023

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Warrant 35

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
FEB 2023			E 186-91-37-391		32,067.00	32,067.00
	CONT OUT		/ GMFR PERSONN			
FEB 2023			E 186-91-37-392		14,770.50	14,770.50
	CONT OUT		/ GMFR CONTRAC			
Vendor Total-					46,837.50	
00072 GWI						
0423	9570	02	INTERNET/PHONE	6321602		
205773			E 110-11-50-580		495.97	0.00
	UTILITIES		/ COMM			
205773			E 161-22-50-580		29.60	0.00
	UTILITIES		/ COMM			
Vendor Total-					525.57	
00184 JEANETTE LEMAY						
0423	9571	02	MILEAGE REIMB	12/1-1/31		
MILEAGE REIMB			E 110-11-90-910		147.07	0.00
	OTHER		/ MILEAGE/TRAV			
Vendor Total-					147.07	
00230 JESSICAS CLEANING SERVICE						
0423	9572	02	CLEANING SERVICES	FEB		
TH CLEANING SERVICE			E 141-11-31-310		475.00	0.00
	CTRCT SVS BL		/ PROF SVS			
ADDLT VACUUM			E 141-11-31-310		200.00	0.00
	CTRCT SVS BL		/ PROF SVS			
Vendor Total-					675.00	
00322 KENNEBUNK LIGHT & POWER DISTRICT						
0423	9573	02	2101002-01	010623		
2101002-01			E 147-51-50-560		20.20	0.00
	UTILITIES		/ ELECTRICITY			
Vendor Total-					20.20	
00376 M M E H T						
0423	9574	02	MHT.31171	FEB 23		
INSURANCE-EMPLOYEE			G 1-205-00		1,802.62	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-					14,914.54	
01111 MARCEL DESROSIERS						
0423	9575	02	MILEAGE REIMB	12/15-01/27		
MILEAGE			E 199-99-90-999		919.36	0.00
	OTHER		/ MISC			
Vendor Total-					919.36	
00149 RANDY MURRAY						
0423	9576	02	REIMBURSE VALLIERE ARRANG	3281468		
REIMBURSE VALLIERE ARRANG			E 150-31-60-610		90.92	0.00
	SUPPLIES		/ SUPPLIES			

A / P Warrant

Warrant 35

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Vendor Total-					90.92	
00502 REGISTRY OF DEEDS						
0423	9577	02	JANUARY TRANSFERS	23244855		
DISCHARGES			E 110-11-39-399		7.00	0.00
			CONT SVS OTH / OTHER			
Vendor Total-					7.00	
00812 RICHARD HULL, III						
0423	9578	02	FIRST HALF MODERATOR PAY	123122		
FIRST HALF MODERATOR PAY			E 101-13-10-183		170.00	0.00
			SALARIES / TM MODERATOR			
Vendor Total-					170.00	
00419 RSU #57						
0423	9579	02	FEB 2023	SCHL0223		
FEB 2023			E 195-92-90-999		458,624.95	458,624.95
			OTHER / MISC			
Vendor Total-					458,624.95	
00569 SECRETARY OF STATE						
0423	9551	02	31170	1/5-1/13		
31170			G 1-250-00		4,923.37	0.00
			MTR VEHICLE			
Invoice Total-					4,923.37	
0423	9552	02	31170	1/13-1/19		
31170			G 1-250-00		8,059.87	0.00
			MTR VEHICLE			
Invoice Total-					8,059.87	
0423	9553	02	31170	1/19-1/26		
31170			G 1-250-00		7,246.62	0.00
			MTR VEHICLE			
Invoice Total-					7,246.62	
Vendor Total-					20,229.86	
00224 SPECTRUM/TIME WARNER CABLE						
0423	9580	02	202-579149701-001	0010726011223		
202-579149701-001			E 150-31-50-580		97.98	0.00
			UTILITIES / COMM			
Vendor Total-					97.98	
00643 TREASURER, STATE OF MAINE						
0423	9554	02	DOGS	JAN		
DOGS			G 1-256-00		1,708.00	0.00
			DOG LIC			
Vendor Total-					1,708.00	
00647 TREASURER, STATE OF MAINE						
0423	9555	02	FISH	JAN		
FISH			G 1-251-00		9,863.65	0.00
			INLAND FISH			
Vendor Total-					9,863.65	
00148 VERIZON WIRELESS						
0423	9581	02	6423575065-00001	9924541512		

A / P Warrant

Warrant 35

Jrnl	Check	Month	Invoice Description		Reference		
Description			Account	Proj	Amount	Encumbrance	
642357065-00001			E 110-11-50-580		167.86	0.00	
			UTILITIES / COMM				
			Vendor Total-		167.86		
00985 WARRENS OFFICE SUPPLIES							
0423	9582	02	TOWLYM		514792-00		
TOWLYM			E 110-11-60-610		106.24	0.00	
			SUPPLIES / SUPPLIES				
			Invoice Total-		106.24		
0423	9582	02	TOWLYM		514792-01		
TOWLYM			E 110-11-60-610		29.12	0.00	
			SUPPLIES / SUPPLIES				
			Invoice Total-		29.12		
			Vendor Total-		135.36		
			Prepaid Total-		32,947.30		
			Current Total-		591,158.25		
			EFT Total-		0.00		
			Warrant Total-		624,105.55		

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

TOWN OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH

JOHN E. TIBBETTS

RALPH BLACKINGTON

DAVID ALVES

JESSICA PICARD

ITEM#5: (a.) RFP Follow up from 1/18/2023 special board meeting

2/2/2023

I've contacted several reference contacts from all three vendors. I received the following responses

Municipal Resources Inc, MRI

- Auburn, ME
- Old Orchard Beach, ME
- Saco, ME
- Waterville, ME

Pay Point HR

- South Portland, ME
- Dover, NH

JER HR Group

- None received as of 2/2/2023

Lindsay Gagne

Select Board Clerk

From: [Chris Mumau](#)
To: [Selectmen Board Clerk](#)
Cc: [Rita Beaudry](#)
Subject: MRI Services
Date: Tuesday, January 24, 2023 4:17:31 PM

Hi Lyndsay,

We did utilize MRI's services for our most recent pay study in 2018. They provided us a good report based upon the municipalities we had chosen for our sample. Additionally, they reviewed and created our evaluation and a Supervisor Guide to Evaluations, for us to use.

I thought they did a fair job. I think, at the time we secured them, they were over committed and it was in the summer time, so it seemed to take longer. The costs were in the middle of what others had bid. If I were to use them again, I would make sure to ask what other commitments they had and what kind of time frame they needed to finish the survey.

At the end of the day, they did a great presentation to the Council and provided a well put together binder with all the results. I would definitely look at all the samples and take the time to listen to each presentation, regardless of the costs, so you have a good understanding of what you are looking for as well. I have seen other municipalities presentations after ours was done, and wished I had included things into the proposal based on their results.

Please consider reaching out to the Maine Local Govt Human Resources group, to get responses from other municipalities who have done salary surveys. Their email is:

MLGHRA@LIST.MLGHRA.ORG

Please feel free to email with any more information you may need.

Chris

Christine M. Mumau
Director of Human Resources
City of Auburn, ME
cmumau@auburnmaine.gov
[207-333-6601](tel:207-333-6601) x 1416

From: [France Beaulieu](#)
To: [Selectmen Board Clerk](#)
Subject: RE: Municipal Resources Inc refence request
Date: Monday, January 30, 2023 12:08:26 PM
Attachments: [image006.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)

HI Lindsay,

MRI was good to work with and handled pretty much the whole process. They were thorough and had incredible insight into most of the positions.

The wage scales were good but we are finding that there is some confusion when staff have been reviewing the job descriptions after a year has passed and where they feel staff should be placed. We wanted a scale with some flexibility but we are still faced with the same dilemma regarding where to put a person on the scale, especially in the harder to fill positions.

All in all, they were easy to work with and gave lots of insight. This was the first one done in over 15 years, so we expected some growing pains.
Hope this helps.

Fran

Fran Beaulieu
Director of Human Resources & Communications
Town of Old Orchard Beach
1 Portland Ave
Old Orchard Beach ME 04064
P: (207) 937-5632
F: (207) 937-5732
Email: fbeaulieu@oobmaine.com
Website: www.oobmaine.com



Stay Connected:



NOTICE: Under Maine's Freedom of Access ("Right to Know") Law, documents - including emails - in the possession of public officials about Town business are considered public records. This means if anyone asks to see it, we are required to provide it. There are very few exceptions. We welcome citizen comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and will be made available to any interested party.

From: [Bryan Kaenrath](#)
To: [Selectmen Board Clerk](#)
Subject: RE: Municipal Resources Inc reference request
Date: Monday, January 30, 2023 5:21:33 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Lindsay,

We've had very good results with MRI and I would recommend them without reservation. I have worked with them in 2 communities now where I have been TA/CA and the process and results have been excellent in each. Many of their consultants have strong ties to Maine and understand our towns and cities. We recently had a wage and comp study/analysis done by Carol Granfield (former Maine County/Town Manager) which went very well. We will likely be engaging them again this year to provide an update to this study and the feasibility of a merit system. It is a very experienced group with a wide reach of expertise and resources. Let me know if you have any other specific questions.

Thanks,

Bryan

BRYAN T. KAENRATH

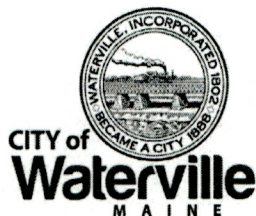
City Administrator

City of Saco

300 Main Street | Saco, ME 04072

t 207.282.4191 | sacomaine.org

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Human Resources

February 2, 2023

Town of Lyman
Attn: Lindsay Gagne
11 So Waterboro Rd
Lyman ME 04002

Dear Select Board Members,

The City of Waterville, Maine contracted with Municipal Resources Inc. in October 2021 to conduct a comprehensive benefit and salary study. I worked directly with Carol Granfield at MRI on this project.

My experience with Carol was exceptional. The staff and the reports that we received from MRI were extremely professional. She was available throughout the process and worked with us to provide a final report that was exactly what we asked for. Whenever I had questions, responses were returned in a timely fashion. If we needed to discuss anything, we did this on the phone or over zoom meetings.

Carol asked us for our input on how we wanted to proceed thru the process, which I found to be extremely helpful. She met with any department head that wanted to discuss operations with her in more detail, she reviewed all of our job descriptions, and created a new pay plan for our non-union employees. During this process, we added onto the contract, and she conducted an organizational and staffing study for all departments and proposed recommendations where appropriate.

Throughout the entire process, Carol made sure that we understood the data and reason for recommendations. She explained each step along the way and made sure that we were comfortable when any changes needed to be made. She was always open to discussing our opinions on classifications, and made adjustments when necessary. She presented the final report to our City Council via zoom, which gave them time to ask questions about the entire process and final product. I would work with MRI again.

Should you have any questions, please do not hesitate to contact me at bgreen@waterville-me.gov or (207) 680-4215.

Sincerely,

Bobbie-Jo Green
Human Resource Officer

From: [Weaver, Stephanie](#)
To: [Selectmen Board Clerk](#)
Subject: City of South Portland
Date: Tuesday, January 24, 2023 4:36:02 PM

Scott Morelli asked me to follow up on your request for information regarding the City's work with Paypoint HR. Paypoint provided a review of all Job Descriptions, and then developed a new grade/classification system and associated pay scale for the City's non-union positions. They met all deadlines and were responsive, including to our changes to the final plan (2-3 rounds) to get the plan where we wanted it to be, and have provided ongoing answers to questions past our project completion date. The process was affordable. In terms of outcomes, the plan was good but the work on Job Descriptions was not strong, plus the spreadsheet for calculating grade placement of new positions or if positions need to be reclassified can be a bit quirky but overall works pretty well. I also think the market changes that happened soon after implementation, even though we tried to anticipate that with a COLA at implementation, impacted our scales (somewhat out of market almost immediately) but that was not their fault.

Thanks,
Stephanie Weaver
Director of Human Resources
City of South Portland
25 Cottage Rd
South Portland, ME
207-767-7667 (office)
sweaver@southportland.org

NOTICE: Under Maine's Freedom of Access ("Right-to-Know") law, documents - including e-mail - in the possession of public officials about City business are classified as public records. This means if anyone asks to see it, we are required to provide it. There are very few exceptions. We welcome citizen comments and want to hear from our residents, but please keep in mind that what you write in an e-mail is not private and could show up in the local newspaper.

From: [Daudelin, Susan](#)
To: [Selectmen Board Clerk](#)
Subject: RE: Paypoint HR reference request
Date: Wednesday, January 25, 2023 9:14:52 AM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Good Morning, Lindsay:

The City of Dover contracted with Paypoint HR in the Fall of 2019. We hired them to conduct a comprehensive total compensation survey and to review our current classification plan and provide recommendations. They were very thorough. The process started with them working with our committee to determine the comparable communities for the survey. They worked directly with my position to work out scheduling for completion of questionnaires by employees and focus group meetings. The final report was very comprehensive. We ultimately ended up using their final report and recommendations during our negotiation sessions with our collective bargaining units to transition to the classification and pay plan they recommended. Additionally, they provided a presentation to our City Council and they voted to accept the report with the intention of it being used for negotiations.

I hope you find this helpful. If you have any questions feel free to phone, 603-516-6869, or email s.daudelin@dover.nh.gov.

Very Best,
Sue

Susan Daudelin, SHRM-SCP, LDSS, IPMA-SCP
Director of Human Resources
City of Dover, NH
288 Central Avenue
Dover NH 03820
p: 603.516.6869 f: 603.516.6869
e: s.daudelin@dover.nh.gov
Dover: First in New Hampshire, First with you!

ITEM#5: (b.) Franchise Agreement, update from Shelly

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

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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~~22~~ (the "Effective Date"), and shall expire ten (10) years thereafter, on _____ 203~~23~~, 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~~cable 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 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 (\$~~25~~¹⁵+0,000).

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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 M.R.S.A. §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 1~~54~~5A 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. 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 Warnerthe 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 its 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, Company shall provide 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.~~

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;~~

- ~~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.~~
- ~~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.~~
- ~~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.~~
- ~~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
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.

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.~~

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 PPP 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: _____, 202~~22~~²³

TOWN OF LYMAN, MAINE

By: _____
Its: Selectman

By: _____
Its: Selectman

By: _____
Its: Selectman

Date: _____, 202~~22~~²³

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

Signature: _____

Name/Title: _____

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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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Expense Summary Report

FUND: 1
ALL Months

ITEM#6: (d.) Expense Report 2/2/2023

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES	650,046.00	0.00	650,046.00	317,144.84	0.00	302,901.16
11 - TOWN HALL	402,574.00	-9,305.00	393,269.00	211,950.24	0.00	181,318.76
10 - SALARIES	402,574.00	-9,305.00	393,269.00	211,950.24	0.00	181,318.76
102 - SELECT BD CL	53,235.00	-3,978.00	49,257.00	25,676.00	0.00	23,581.00
103 - TREASURER	62,534.00	0.00	62,534.00	38,482.40	0.00	24,051.60
105 - TAX COLLECT	51,851.00	0.00	51,851.00	30,684.94	0.00	21,166.06
106 - ADMIN CLERK	45,728.00	1,950.00	47,678.00	23,165.00	0.00	24,513.00
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	42,576.92	0.00	33,548.08
141 - CEO	78,706.00	-7,277.00	71,429.00	38,329.87	0.00	33,099.13
142 - CEO CLERK	27,300.00	0.00	27,300.00	10,009.00	0.00	17,291.00
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	37,220.93	0.00	29,908.07
10 - SALARIES	67,129.00	0.00	67,129.00	37,220.93	0.00	29,908.07
181 - TOWN CLERK	56,850.00	0.00	56,850.00	34,984.64	0.00	21,865.36
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	55,282.81	0.00	46,765.19
10 - SALARIES	92,743.00	9,305.00	102,048.00	55,282.81	0.00	46,765.19
131 - TRF STATION	91,745.00	9,305.00	101,050.00	55,282.81	0.00	45,767.19
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	23,328.00	0.00	14,577.00
10 - SALARIES	37,905.00	0.00	37,905.00	23,328.00	0.00	14,577.00
151 - RD COMM	37,905.00	0.00	37,905.00	23,328.00	0.00	14,577.00
71 - GA	3,394.00	0.00	3,394.00	1,697.00	0.00	1,697.00
10 - SALARIES	3,394.00	0.00	3,394.00	1,697.00	0.00	1,697.00
171 - GA DIRECT	3,394.00	0.00	3,394.00	1,697.00	0.00	1,697.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES/CONTR						
72 - ACO	7,458.00	0.00	7,458.00	4,589.60	0.00	2,868.40
10 - SALARIES	7,458.00	0.00	7,458.00	4,589.60	0.00	2,868.40
175 - ACO	7,458.00	0.00	7,458.00	4,589.60	0.00	2,868.40
99 - NOT SPECIFIC	31,167.00	0.00	31,167.00	8,407.10	0.00	22,759.90
10 - SALARIES	31,167.00	0.00	31,167.00	8,407.10	0.00	22,759.90
179 - HEALTH OFFIC	452.00	0.00	452.00	0.00	0.00	452.00
191 - EXTRA TIME	4,700.00	0.00	4,700.00	489.60	0.00	4,210.40
199 - SELECT BOARD	26,015.00	0.00	26,015.00	7,917.50	0.00	18,097.50
102 - BENEFITS						
11 - TOWN HALL	4,715.00	0.00	4,715.00	2,128.00	96.00	2,491.00
20 - BENEFITS	4,715.00	0.00	4,715.00	2,128.00	96.00	2,491.00
280 - TRAINING	4,070.00	0.00	4,070.00	1,443.00	96.00	2,531.00
290 - MEMB & DUES	645.00	0.00	645.00	685.00	0.00	-40.00
31 - TRANFER STAT	500.00	0.00	500.00	0.00	0.00	500.00
20 - BENEFITS	500.00	0.00	500.00	0.00	0.00	500.00
280 - TRAINING	500.00	0.00	500.00	0.00	0.00	500.00
99 - NOT SPECIFIC	298,657.00	-1.00	298,656.00	150,323.12	0.00	148,332.88
20 - BENEFITS	298,657.00	-1.00	298,656.00	150,323.12	0.00	148,332.88
201 - FICA	49,766.00	-1.00	49,765.00	27,180.61	0.00	22,584.39
210 - HEALTH	193,795.00	0.00	193,795.00	101,772.83	0.00	92,022.17
211 - DENTAL	5,518.00	0.00	5,518.00	2,854.20	0.00	2,663.80
214 - LIFE NO MED	0.00	0.00	0.00	68.25	0.00	-68.25
230 - 457B ER MATC	18,120.00	0.00	18,120.00	7,560.35	0.00	10,559.65
231 - MPERS ER	26,958.00	0.00	26,958.00	10,886.88	0.00	16,071.12
250 - PTO BUYOUT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
100 - GEN ADMIN						
11 - TOWN HALL	135,436.00	0.00	135,436.00	78,991.41	10,780.00	45,664.59
32 - CTRCT SVS EQ	65,956.00	-750.00	65,206.00	44,982.34	6,426.00	13,797.66
310 - PROF SVS	65,956.00	-750.00	65,206.00	44,982.34	6,426.00	13,797.66
39 - CONT SVS OTH	15,159.00	750.00	15,909.00	10,470.00	375.00	5,064.00
315 - MEMB & DUES	8,517.00	0.00	8,517.00	8,141.00	0.00	376.00
399 - OTHER	6,642.00	750.00	7,392.00	2,329.00	375.00	4,688.00
50 - UTILITIES	7,750.00	0.00	7,750.00	4,925.88	0.00	2,824.12
580 - COMM	7,750.00	0.00	7,750.00	4,925.88	0.00	2,824.12
60 - SUPPLIES	18,383.00	0.00	18,383.00	9,809.12	0.00	8,573.88

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
110 - GEN ADMIN CONT'D						
610 - SUPPLIES	9,383.00	0.00	9,383.00	5,924.98	0.00	3,458.02
650 - POSTAGE	9,000.00	0.00	9,000.00	3,884.14	0.00	5,115.86
80 - ADVER, PRINT	23,300.00	0.00	23,300.00	5,836.34	4,075.00	13,388.66
810 - ADVERTISE	4,500.00	0.00	4,500.00	1,622.86	525.00	2,352.14
830 - FORMS	9,700.00	0.00	9,700.00	1,917.43	3,550.00	4,232.57
850 - TOWN REPORT	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
860 - TAX BILLS	3,100.00	0.00	3,100.00	2,296.05	0.00	803.95
90 - OTHER	4,888.00	0.00	4,888.00	2,967.73	-96.00	2,016.27
910 - MILEAGE/TRAV	4,888.00	0.00	4,888.00	2,967.73	-96.00	2,016.27
13 - ELECTIONS	12,147.00	0.00	12,147.00	3,744.46	0.00	8,402.54
39 - CONT SVS OTH	12,147.00	0.00	12,147.00	3,744.46	0.00	8,402.54
399 - OTHER	12,147.00	0.00	12,147.00	3,744.46	0.00	8,402.54
117 - GEN ADMIN IN						
99 - NOT SPECIFIC	37,428.00	0.00	37,428.00	23,386.50	0.00	14,041.50
38 - CONT SVS INS	37,428.00	0.00	37,428.00	23,386.50	0.00	14,041.50
325 - INS PROP & C	18,244.00	0.00	18,244.00	14,931.00	0.00	3,313.00
326 - INS W.C.	14,106.00	0.00	14,106.00	8,377.50	0.00	5,728.50
327 - INS UNEEMPLOY	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
328 - INS VOLUNTEE	78.00	0.00	78.00	78.00	0.00	0.00
125 - ACO						
72 - ACO	8,957.00	0.00	8,957.00	6,928.74	0.00	2,028.26
39 - CONT SVS OTH	6,957.00	0.00	6,957.00	6,539.36	0.00	417.64
381 - ACO	6,957.00	0.00	6,957.00	6,539.36	0.00	417.64
90 - OTHER	2,000.00	0.00	2,000.00	389.38	0.00	1,610.62
910 - MILEAGE/TRAV	2,000.00	0.00	2,000.00	389.38	0.00	1,610.62
128 - HHS GIA						
71 - GA	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
39 - CONT SVS OTH	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SVS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
129 - HHS SOCIAL S						
75 - SOCIAL SERV	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
91 - OTHER SOC SV	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
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129 - HHS SOCIAL S CONT'D	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
999 - OTHER	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00

131 - ROADS	735,600.00	0.00	735,600.00	138,904.61	3,750.00	592,945.39
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51 - ROADS	735,600.00	0.00	735,600.00	138,904.61	3,750.00	592,945.39
40 - REPAIRS & MA	645,900.00	89,450.00	735,350.00	138,904.61	3,750.00	592,695.39
481 - RDS/CONSTRUC	160,500.00	0.00	160,500.00	42,041.12	0.00	118,458.88
482 - RDS/RESURFA	391,000.00	0.00	391,000.00	14,000.00	0.00	377,000.00
483 - RDS/REPAIRS	94,400.00	89,450.00	183,850.00	82,863.49	3,750.00	97,236.51
50 - UTILITIES	250.00	0.00	250.00	0.00	0.00	250.00
580 - COMM	250.00	0.00	250.00	0.00	0.00	250.00
90 - OTHER	89,450.00	-89,450.00	0.00	0.00	0.00	0.00
999 - MISC	89,450.00	-89,450.00	0.00	0.00	0.00	0.00

141 - B&G CARE & M	30,975.00	-1,573.96	29,401.04	18,143.65	0.00	11,257.39
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11 - TOWN HALL	20,135.00	0.00	20,135.00	14,541.07	0.00	5,593.93
31 - CTRCT SVS BL	10,710.00	0.00	10,710.00	7,855.60	0.00	2,854.40
310 - PROF SVS	10,710.00	0.00	10,710.00	7,855.60	0.00	2,854.40
40 - REPAIRS & MA	9,425.00	0.00	9,425.00	6,685.47	0.00	2,739.53
410 - BLDGS & GROU	9,425.00	0.00	9,425.00	6,685.47	0.00	2,739.53

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

142 - B&G MAINTEN	51,559.00	10,073.96	61,632.96	40,112.60	21,520.36	0.00
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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	536,510.00	-8,500.00	528,010.00	510,264.72	102,450.00	115,295.28
11 - TOWN HALL	5,200.00	0.00	5,200.00	3,500.00	0.00	1,700.00
31 - CTRCT SVS BL	5,200.00	0.00	5,200.00	3,500.00	0.00	1,700.00
360 - PLOW & SAND	5,200.00	0.00	5,200.00	3,500.00	0.00	1,700.00
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	304,789.72	102,450.00	110,520.28
31 - CTRCT SVS BL	526,260.00	-8,500.00	517,760.00	304,789.72	102,450.00	110,520.28
360 - PLOW & SAND	526,260.00	-8,500.00	517,760.00	304,789.72	102,450.00	110,520.28
144 - B&G WASTE SV	14,440.00	0.00	14,440.00	5,634.78	0.00	8,805.22
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	2,325.00	0.00	4,475.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
145 - B&G WASTE SVS CONT'D						
31 - CTRCT SVS BL	2,600.00	0.00	2,600.00	900.00	0.00	1,700.00
330 - WASTE SVS	2,600.00	0.00	2,600.00	900.00	0.00	1,700.00
35 - CTRCT SVS WA	4,200.00	0.00	4,200.00	1,425.00	0.00	2,775.00
331 - PROF PORTA P	4,200.00	0.00	4,200.00	1,425.00	0.00	2,775.00
22 - BUNGANUT	5,040.00	0.00	5,040.00	2,790.00	0.00	2,250.00
31 - CTRCT SVS BL	2,940.00	0.00	2,940.00	1,215.00	0.00	1,725.00
330 - WASTE SVS	2,940.00	0.00	2,940.00	1,215.00	0.00	1,725.00
35 - CTRCT SVS WA	2,100.00	0.00	2,100.00	1,575.00	0.00	525.00
331 - PROF PORTA P	2,100.00	0.00	2,100.00	1,575.00	0.00	525.00
51 - ROADS	1,300.00	0.00	1,300.00	224.78	0.00	1,075.22
31 - CTRCT SVS BL	1,000.00	0.00	1,000.00	74.78	0.00	925.22
330 - WASTE SVS	1,000.00	0.00	1,000.00	74.78	0.00	925.22
35 - CTRCT SVS WA	300.00	0.00	300.00	150.00	0.00	150.00
331 - PROF PORTA P	300.00	0.00	300.00	150.00	0.00	150.00
147 - B&G ENERGY						
11 - TOWN HALL	11,984.00	0.00	11,984.00	3,462.98	0.00	8,521.02
50 - UTILITIES	11,984.00	0.00	11,984.00	3,462.98	0.00	8,521.02
510 - PROPANE	3,984.00	0.00	3,984.00	969.47	0.00	3,014.53
560 - ELECTRICITY	8,000.00	0.00	8,000.00	2,493.51	0.00	5,506.49
21 - RECREATION	1,420.00	0.00	1,420.00	193.41	0.00	1,226.59
50 - UTILITIES	1,420.00	0.00	1,420.00	193.41	0.00	1,226.59
560 - ELECTRICITY	1,420.00	0.00	1,420.00	193.41	0.00	1,226.59
22 - BUNGANUT	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
50 - UTILITIES	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
560 - ELECTRICITY	4,000.00	0.00	4,000.00	1,129.03	0.00	2,870.97
31 - TRANSFER STA	6,700.00	0.00	6,700.00	1,734.27	0.00	4,965.73
50 - UTILITIES	6,700.00	0.00	6,700.00	1,734.27	0.00	4,965.73
560 - ELECTRICITY	6,700.00	0.00	6,700.00	1,734.27	0.00	4,965.73
51 - ROADS	14,500.00	0.00	14,500.00	1,996.00	0.00	12,504.00
50 - UTILITIES	14,500.00	0.00	14,500.00	1,996.00	0.00	12,504.00
560 - ELECTRICITY	14,500.00	0.00	14,500.00	1,996.00	0.00	12,504.00
148 - B&G SIGNS						
21 - RECREATION	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
148 - BIG 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	120,506.62	0.00	185,265.38
31 - TRANSFER STA	305,772.00	0.00	305,772.00	120,506.62	0.00	185,265.38
35 - CTRCT SVS WA	290,222.00	0.00	290,222.00	113,623.02	0.00	176,598.98
310 - PROF SVS	2,700.00	0.00	2,700.00	1,615.00	0.00	1,085.00
349 - PROF SVS CAN	2,400.00	0.00	2,400.00	800.00	0.00	1,600.00
350 - PROF SVS TIP	172,197.00	0.00	172,197.00	63,753.93	0.00	108,443.07
351 - PROF SVS TW	39,750.00	0.00	39,750.00	14,170.89	0.00	25,579.11
352 - PROF SVS REC	7,350.00	0.00	7,350.00	3,655.75	0.00	3,694.25
355 - PROF SVS HAU	23,800.00	0.00	23,800.00	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	1,015.50	0.00	1,284.50
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	4,845.76	0.00	3,254.24
450 - EQUIPMENT	8,100.00	0.00	8,100.00	4,845.76	0.00	3,254.24
50 - UTILITIES	3,500.00	0.00	3,500.00	1,032.03	0.00	2,467.97
580 - COMM	3,500.00	0.00	3,500.00	1,032.03	0.00	2,467.97
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	2,253.58	0.00	11,056.42
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 SPECIFIC	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
173 - RES BLDG	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
99 - NOT SPECIFIC	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	
175 - RES CON SVC	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00	
99 - NOT SPECIFIC	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00	
95 - RESERVES	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00	
970 - TOWN RESERVE	18,688.00	0.00	18,688.00	18,688.00	0.00	0.00	
177 - RES MISC	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00	
99 - NOT SPECIFIC	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00	
95 - RESERVES	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00	
970 - TOWN RESERVE	42,715.00	0.00	42,715.00	42,715.00	0.00	0.00	
179 - RESERVES GMF	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00	
91 - GMFR	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00	
95 - RESERVES	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00	
978 - GMFR RESERVE	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00	

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
181 - OUTS GEN AD CONT'D	320,072.00	89,661.00	410,633.00	254,187.86	4,999.99	151,745.15
181 - OUTS GEN AD						
11 - TOWN HALL	94,700.00	29,661.00	124,361.00	38,872.83	0.00	85,488.17
33 - CONT PROF	94,700.00	0.00	94,700.00	38,872.83	0.00	55,827.17
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	4,325.00	0.00	28,375.00
323 - PROF SERV AU	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
90 - OTHER	0.00	29,661.00	29,661.00	0.00	0.00	29,661.00
981 - HR JOB STUDY	0.00	20,030.50	20,030.50	0.00	0.00	20,030.50
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	4,999.99	65,456.73
37 - CONT OUT	11,500.00	60,000.00	71,500.00	1,043.28	4,999.99	65,456.73
399 - CONT SVS OTH	11,500.00	60,000.00	71,500.00	1,043.28	4,999.99	65,456.73
17 - PLANNING	41,500.00	-41,000.00	500.00	0.00	0.00	500.00
33 - CONT PROF	500.00	0.00	500.00	0.00	0.00	500.00
310 - PROF SERV	500.00	0.00	500.00	0.00	0.00	500.00
37 - CONT OUT	41,000.00	-41,000.00	0.00	0.00	0.00	0.00
399 - CONT SVS OTH	41,000.00	-41,000.00	0.00	0.00	0.00	0.00
22 - BUNGANUT	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
37 - CONT OUT	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
399 - CONT SVS OTH	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
95 - LIBRARY	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
37 - CONT OUT	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
399 - CONT SVS OTH	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
99 - NOT SPECIFIE	44,594.00	0.00	44,594.00	44,593.75	0.00	0.25
37 - CONT OUT	39,594.00	0.00	39,594.00	39,593.75	0.00	0.25
399 - CONT SVS OTH	39,594.00	0.00	39,594.00	39,593.75	0.00	0.25
90 - OTHER	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
999 - MISC	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
186 - OUTS GMFR	562,050.00	0.00	562,050.00	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	16,594.50	0.00	3,675.50

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
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191 - OTHER CIP CONT'D

11 - TOWN HALL	19,970.00	-31.00	19,939.00	16,263.63	0.00	3,675.37
70 - EQUIPMENT	19,970.00	-31.00	19,939.00	16,263.63	0.00	3,675.37
710 - COMP EQUIP	3,975.00	0.00	3,975.00	2,195.00	0.00	1,780.00
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

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

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

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	5,948,991.91	9,895,981.91	6,046,194.82	2,165,446.10	1,684,040.99
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ITEM#6: (h.) Budget Committee - Quarterly Report

To: Town of Lyman Selectboard

From: Budget Committee

February 2, 2023

The Budget Committee met on January 19, 2023 for the purpose of reviewing the previous quarter budget figures. The budget committees was able to receive answers to all questions asked of the treasurer and are satisfied with where things stand at the end of the second quarter.

Respectfully submitted,

Amber Swett

Vice Chair

ITEM#7: (c.) ARPA Committee recommendations

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
Total	\$168,425.00

BUNGANUT BEACH

Shed for equipment.	\$3,000.00
Network devices.	
Computer Rack (enclosed with fan capabilities)	\$225.00
Ubiquiti Router	\$450.00
24-port POE Switch	\$650.00
UPS	\$250.00

Camera's (4)	\$1,800.00
Additional Cabling	\$5,000.00
10G Drive (instant video storage)	\$400.00
Power to water pump	\$9,500.00
Pump constant pressure system	\$27,450.00
Shed for pump tank or decorative rock	
Shed	\$3,000.00
Rock	\$450.00
Gravel for top parking lot and secondary lot	\$5,000.00
Replace approximately 100 ft of walking bridge	\$8,500.00
Concrete Pads for picnic tables. Add 4 new tables and 1 handicap	\$7,500.00
Total	\$73,175.00

BUNGANUT BALLFIELD

Remove stumps & rocks right hand side of gate, Grade & add fill	\$25,000.00
Gravel new parking area	\$10,000.00
Finish fencing for child safety approx 150 and the parking area approx 300 ft	\$7,500.00
Move rocks in parking area back 20ft and grass	\$1,000.00
Six load of loam to finish grass areas on banking and in front of rock wall	\$2,400.00
Add a Well, and drinking water for the concession stand	\$20,000.00
Removal of dangerous trees	If money is available
Improvements to Bunganut building	If money is available
Playground equipment	If money is available
Lean - to for vending machines	If money is available
Total	\$65,900.00

KENNEBUNK POND

Parking lot redesign:	\$19,890.00 (5,410 coming from reserve account)
Beach side: Plantings, ADA access	\$39,490.00 see sketch

Gate system with entry & exit gates, including card reader (does not include excavation, internet or router costs - if town cameras are installed, can plug into that network)	\$17,304.00 see sketch
Excavate & cover trench for gate wiring	\$1,000.00
Cameras & installation w/feed to Town Hall	\$2,000.00 Pending information from the town
Design & Technical Development, Construction Documentation, & Construction Administration - SOLE SOURCE	\$6,795.00
Refund from state for ADA access	(\$10,000.00)
Total	\$76,479.00
GRAND TOTAL	\$383,979.00

As of 01/31/2023

ARPA FUND BALANCE

REVENUE

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

EXPENSE

3/21/22	(6,839.73)	SCBA
5/5/22	(18,348.00)	SCBA
5/5/22	(81,720.00)	SCBA
5/5/22	(2,998.50)	SCBA
10/17/22	(1,611.71)	Stryker
12/5/22	(10,981.39)	Stryker
1/17/23	(9,979.18)	Stryker
1/17/23	(9,068.80)	Stryker
Encumbered	(14,899.51)	Stryker

Total	(156,446.82)
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INTEREST

FY 2022	468.64
FY 23 YTD	188.39
Total	657.03

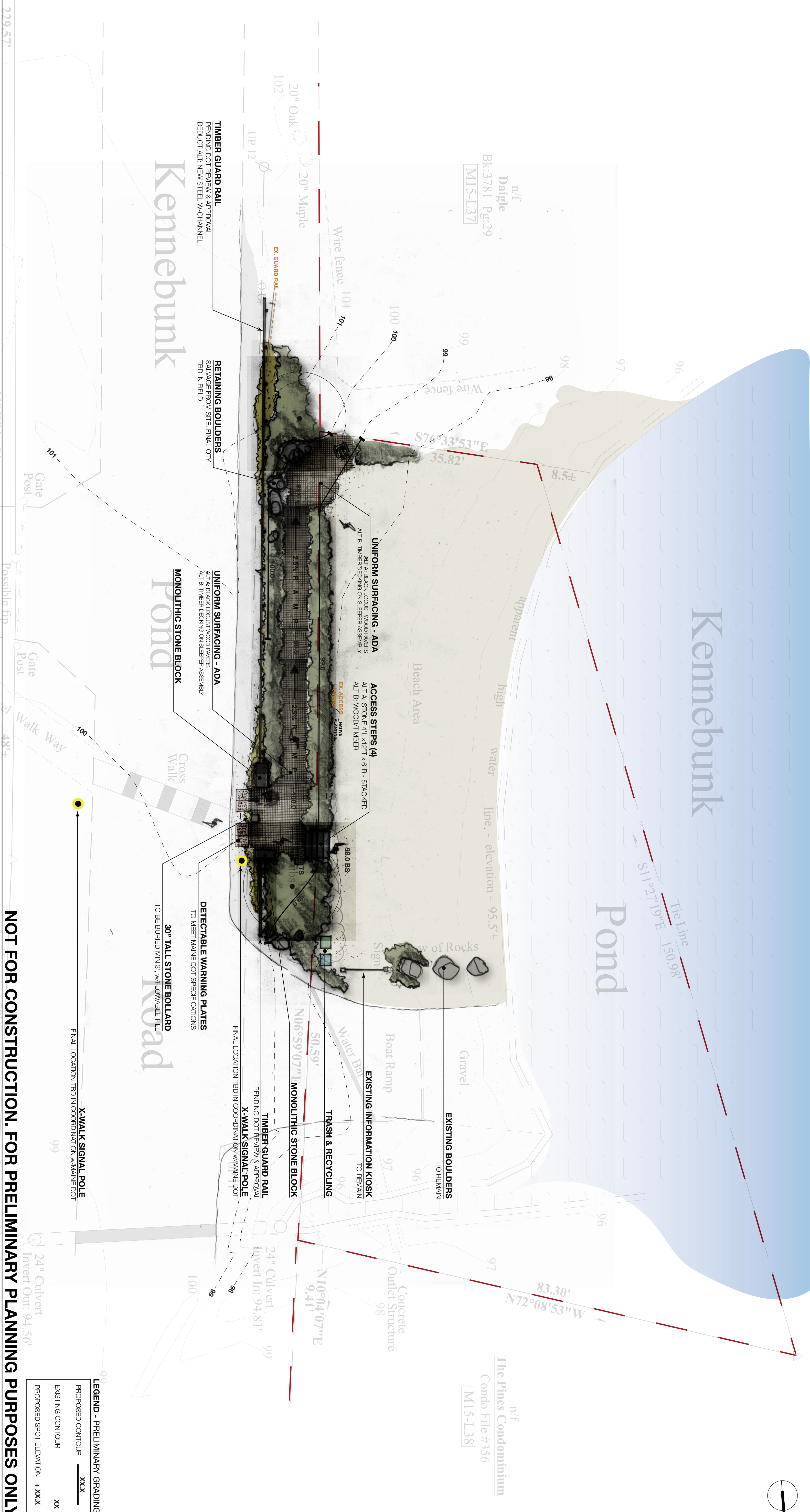
GRAND TOTAL	321,831.06
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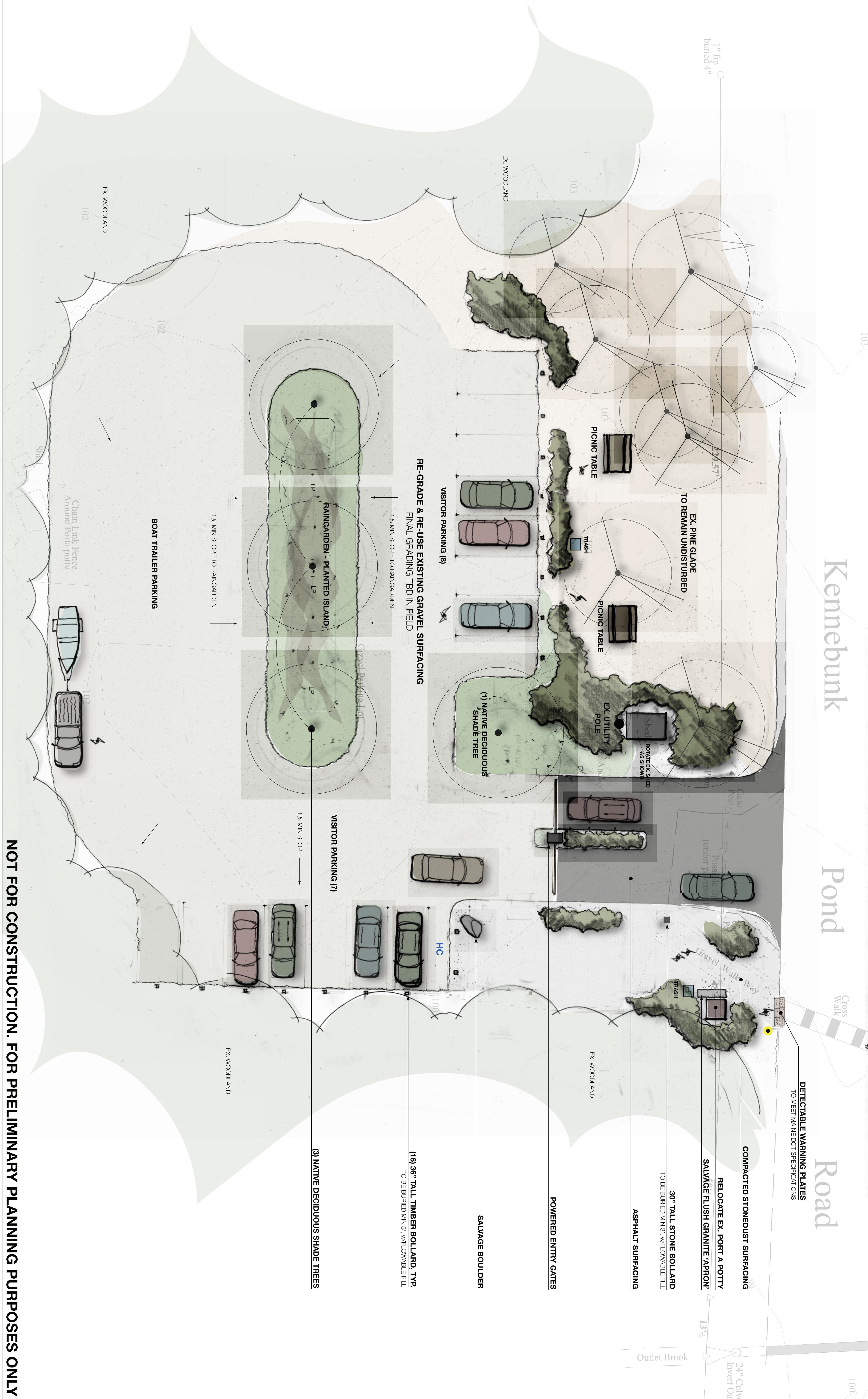
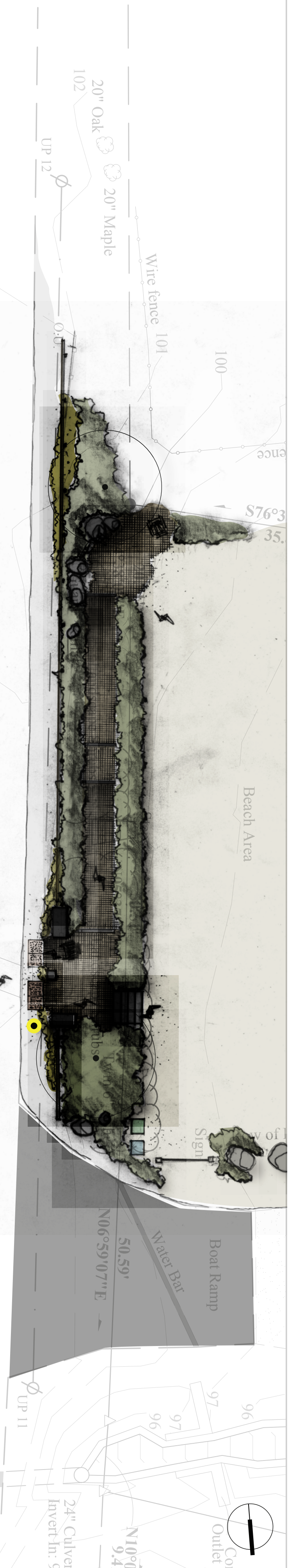
KENNEBUNK POND BEACH

REFINED MASTER PLAN - FOR REVIEW



LYMAN, ME.
January 25, 2023

Kennebunk Pond Beach **LANDSCAPE** - REFINED MASTER PLAN - BEACH



0' 10' 20' 30' 40'

Scale: 1"=10'-0"

Original Drawing Size: 24"x36"

Original Issue Date: 1/25/2023

davidmaynes

LANDSCAPE ARCHITECTURE & DESIGN

STUDIO

www.davidmaynestudio.com

Kennebunk Pond Beach **LANDSCAPE** - REFINED MASTER PLAN - PARKING

RP2

NOT FOR CONSTRUCTION. FOR PRELIMINARY PLANNING PURPOSES ONLY

Kennebunk Pond Beach Committee Budget/Priorities

Shaded areas: Monies already spent/committed

[illegible]

ITEM#7: (f.) Assessor Training Request

AGREEMENT FOR ASSESSING TRAINING SERVICES

This document details the agreement between the TOWN OF LYMAN Maine and MURPHY APPRAISAL SERVICES, INC. (MAS, Inc) and defines the situation to be addressed.

The TOWN OF LYMAN Maine has need of additional training and guidance for their assessor to become more proficient with functions in the TRIO assessing system to address issues at hand efficiently. It is determined that the TOWN OF LYMAN would increase its standard of municipal assessment process, knowledge of system operation and accessibility to the citizens of Lyman by agreement with an outside agency to address training while correcting several deficiencies in the current assessing system. Doing so will address in a timely manner some necessary actions for a successful in-house statistical land update to be performed for the purpose of increasing the current State Certified Ratio for Lyman.(81%)

1. The TOWN OF LYMAN wishes to agreement with MURPHY APPRAISAL SERVICES, INC. to perform the following services and scope of work:

- A. Training in the use of the TRIO assessing system to review/identify/address possible issues to include:
 - 1. Set up and configure the current assessing system to produce Municipal Valuation Return addressing coding and current use classification errors and Business Equipment Taxation Exemption errors.
 - 2. Changes to accounts
 - 3. Accessory Dwelling Units (ADU) both attached and not attached to the main dwelling
 - 4. Single wide and Double wide mobile home valuations
 - 5. Outbuilding cost valuations and dwelling cost models (i.e. heating)
 - 6. Gravel Pit coding issues
 - 7. Land lock property coding issues
 - 8. Farm Space Classification valuations
- B. Field assessment of new commercial property
- C. Sales Analysis / In-House Statistical Update for land values

2. The TOWN OF LYMAN is to provide remote computer access to TRIO for the purpose of making corrections in consultation with Town of Lyman Assessor.

3. The TOWN OF LYMAN will be solely responsible to verify the resulting data input.

4. All employees of MURPHY APPRAISAL SERVICES, INC. will be covered and at all times be represented by workers compensation insurance provided by MURPHY APPRAISAL SERVICES, INC. An in-force workers compensation policy is in effect and will be made available to the TOWN OF LYMAN. MURPHY APPRAISAL SERVICES, INC. also agrees that it will make known immediately to the TOWN OF LYMAN notice of the assigned person request waiver of benefits from the Maine Workers Compensation Commission.

5. The TOWN OF LYMAN enters into this agreement for Assessment Consultation Services under an agreed Independent Contractor status (IRS Publication 963). MURPHY APPRAISAL SERVICES, INC. will be responsible for all its employees Worker Compensation costs, Liability

Insurance, all Federal, State and local tax filings; all of its own equipment and tools, vehicle costs and other clothing and items of need to complete the assignment agreed upon.

6. MURPHY APPRAISAL SERVICES, INC. agrees to indemnify the TOWN OF LYMAN for any and all penalties and interest that may be assessed against the TOWN OF LYMAN for any failure by MURPHY APPRAISAL SERVICES, INC to pay Federal, State, and local taxes, interests and penalties.

7. Liability limits shall not be less than the limits established in the Maine Tort Claims Act, 14 M.R.S. §8105. To the extent permitted by law, all such insurance provided by the company shall be carried in favor of the municipality and its officers, employees, and agents, as well as in favor of the company. All certificates of insurance showing policies covering insurance herein required shall be filed with the assessor and approved by them prior to the commencement of any work under the project.

8. Performance Bonds: MAS, Inc. is not required to provide a performance bond.

9. Projected completion date for the items above is June 30, 2023. Agreement may be extended as agreed by the parties.

10. It is recognized that the plan of operation may require alteration from time to time and the assessor shall not unreasonably require strict adherence to the plan. This agreement commences upon signature of the parties.

11. The assessor may use the monthly report form as a basis for payment but is not compelled to make payments as requested in the report form.

12. AGREEMENTUAL COMPENSATION: The TOWN OF LYMAN agrees to pay MURPHY APPRAISAL SERVICES, INC. as follows:

A. An amount of \$120 per hour for the scope of work detailed above.

B. Given the unknown nature of the depth of the Items above it is possible the additional corrections may be necessary. In the event the above items cannot be completed both parties have the option to continue additional written agreements until the situations are resolved.

13. OFFICE SPACE: The TOWN OF LYMAN shall provide office space together with necessary tables and chairs in the Assessor's office or elsewhere in Town Hall for use of the company's staff working on this project, which is satisfactory to the company. It is expected that most of the scope of work will be completed by remote access.

14. EQUIPMENT AND SUPPLIES: The company shall provide all personal equipment and supplies at the company's expense.

15. PROHIBITION OF CONFLICTING REPRESENTATION. For the period of the agreement MURPHY APPRAISAL SERVICES, INC. and any employee is prohibited from performing any other real and personal property valuation services within the TOWN OF LYMAN for any reason.

16. CONFLICT OF LAWS: This agreement shall be governed by and construed in accordance with the laws of the State of Maine

17. SEVERABILITY OF PROVISIONS: In case of any one or more provisions contained in the agreement should be found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

18. ENTIRE AGREEMENT: This document constitutes the entire agreement between the TOWN OF LYMAN and MURPHY APPRAISAL SERVICES, INC. with respect to the subject matter thereof and the agreement supersedes all previous negotiations, discussions, and agreement between the parties. Amendment of the agreement will be in written form and such amendments will be made at the agreement of the TOWN OF LYMAN and MURPHY APPRAISAL SERVICES, INC.

IN WITNESS THERE OF, THE PARTIES OR DULY EMPOWERED REPRESENTATIVES,
EXECUTING THIS AGREEMENT AS DATED

FOR MURPHY APPRAISAL SERVICES, INC.

James H. Murphy, Jr., its President
Date _____

Witness

FOR TOWN OF LYMAN

Ralph Blackington, Chair
Date: _____

Witness

ITEM#7: (h.) NIMS Training



UPCOMING TRAINING

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) OVERVIEW FOR SENIOR AND ELECTED OFFICIALS

Purpose: To familiarize Senior officials (executives, elected and appointed officials, city/county managers, agency administrators, etc.) with their role in supporting incident management within the National Incident Management System (NIMS). This course will discuss how policy in your jurisdiction will affect the management of emergencies, give an overview of Emergency Operations Centers and Incident Command, and give a general guideline for how Senior Officials can best support the management of a disaster of any scale.

Audience: This course is required for all senior officials for a municipality to maintain NIMS compliance and receive certain federal funding.



DATES (all virtual):

February 9th 9:00am-11:00am

February 16th 6:00pm-8:00pm

February 21st 1:00pm-3:00pm

March 2nd 6:00pm-8:00pm

REGISTER HERE

**HOSTED BY THE CUMBERLAND, SAGadahoc, AND LINCOLN
COUNTY EMERGENCY MANAGEMENT AGENCIES**