

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

Welcome to the March 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**

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

- a. Public Input – *Public in attendance will have up to 5 minutes to address the Board. Please use the podium to address the board.*
- b. Mail • York County Sheriff February Report
- c. Complaints

ITEM #3 **MINUTES**

- a. Review / Approve meeting minutes 2/21/2023.

ITEM #4 **SIGN WARRANTS**

- a. Payroll Warrant #39 in the amount of **\$25,330.22**
- b. Accounts Payable Warrant #38 (FY2023) in the amount of **\$591,847.98**

ITEM #5 **UNFINISHED BUSINESS**

- a. Annual Town Report Dedication
- b. Review Audio Video Recording Equipment Use policy. Tabled from last meeting.
- c. IT Contracting services – RFP. Discuss timelines. Tabled from last meeting.
- d. ARPA funding – discuss RFPs.
- e. Franchise agreement – discuss setting up a workshop with Tony.

ITEM #6 **DEPARTMENT AND COMMITTEE REPORTS**

- a. Road Commissioner –
- b. Ordinance Review Committee – Question regarding Comprehensive Plan.
- c. Fire Chief –
- d. Kennebunk Pond Beach Committee – Karen Kane
- e. Tax Clerk -
- f. CEO – Review/approve Tree cutting permit.
- g. Treasurer – Expense Report 3-2-23
- h. Town Hall Expansion Committee –
- i. Other -

ITEM #7 **NEW BUSINESS**

- a. YMCA Contract amendment request, see email. Discuss setting up a workshop.
- b. Handicap Ramp for side door, discuss approval for funds.
- c. Parks and Recs Field Use Request Form – Review/Approve

EXECUTIVE SESSION

OTHER
ADJOURN

Call Reason Breakdown

Call Reason	Self	Disp	Total	%	Avg. Arrive	Avg. Time @ Scene
ANIMAL COMPLAINT	0	1	1	< 1	0	0
Administrative	1	0	1	< 1	0	23.27
ALARM, BURGLAR - 2 man call	0	3	3	1.9	14.49	8.53
ASSIST CITIZEN	0	2	2	1.3	0	0
Assist Other Agency - Other	0	2	2	1.3	18.92	18.89
Assist Other Agency - Police	0	3	3	1.9	61.38	14.32
M/V COMPLAINT - DTE, OUI, ATV	0	11	11	7.1	10.76	28.56
BURGLARY (B & E) PAST	0	1	1	< 1	15.35	33.73
BUILDING/AREA CHECK	2	0	2	1.3	0	0.33
CIVIL COMPLAINT	0	1	1	< 1	0	0
COMMUNITY POLICE CONTACT	5	0	5	3.2	0	11.58
COMPLAINT	0	1	1	< 1	0	0
DISTURBANCE - 2 man call	0	2	2	1.3	17.58	15.75
DISABLED MV	3	2	5	3.2	25.00	5.68
DOMESTIC DISTURBANCE - 2 man	0	3	3	1.9	18.20	30.09
DIRECTED PATROL	1	0	1	< 1	0	0.05
VEHICLE FIRE	0	1	1	< 1	0	0
VEHICLE CRASH - FIRE / EMS	0	3	3	1.9	9.12	59.25
FOLLOW-UP INVESTIGATION	1	0	1	< 1	0	4.87
9-1-1 HANG UP	0	5	5	3.2	0	0
HARASSMENT	0	1	1	< 1	0	0
MESSAGE DELIVERY	0	1	1	< 1	10.65	0.50
Mental Health Call	0	1	1	< 1	13.22	30.62
9-1-1 MISDIAL	0	5	5	3.2	17.07	3.03
M/V ACCIDENT - PROPERTY DAMAGE	0	11	11	7.1	11.91	36.75
M\V SLIDE OFF	1	6	7	4.5	10.51	37.25
MOTOR VEHICLE STOP	42	0	42	27.1	8.32	7.30
NOISE COMPLAINT	0	2	2	1.3	5.97	3.93
OPEN LINE	0	4	4	2.6	0	0
CRUISER INSPECTION	2	0	2	1.3	0	3.53
Pedestrian Check	1	0	1	< 1	0	22.90
PAPER WORK	2	0	2	1.3	0	4.33
PARKING VIOLATION	0	1	1	< 1	0	0
SERVE RESTRAINING ORDER	1	0	1	< 1	0	4.82
Road Hazard - NO PAGE	0	1	1	< 1	0	0
Phone/Mail/Computer Fraud	1	3	4	2.6	24.65	35.18
SUSPICIOUS ACTIVITY	1	3	4	2.6	19.25	6.80
Trespassing	0	2	2	1.3	12.78	21.53
VANDALISM	0	1	1	< 1	54.28	13.68
VIOLATION OF PO	0	1	1	< 1	2.78	179.20
SERVE WARRANT	1	0	1	< 1	0	3.88
WELFARE CHECK	0	4	4	2.6	17.47	7.70
Call Transfer to another PSAP	0	2	2	1.3	0	0
TOTAL	65	90	155	100	16.37	16.67

ITEM #3: Minutes

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Select Board Regular Meeting Minutes
Monday February 21, 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.

EXECUTIVE SESSION

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

Thomas Hatch - Makes a motion to go into executive session per 1.M.R.S.A. 405(e) Attorney/ Legal 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 authorize the CEO and Town Attorney to file a land use complaint against the property at 296 Wadleigh Pond Rd and also allow the Town Attorney to contact the property owner to discuss resolutions.

Jessica Picard – Seconds the motion.

Motion passes: 5-0-0

Thomas Hatch – Makes a motion to have a public hearing scheduled to initiate the process to declare a portion of the Old Kennebunk Road abandoned per 23 M.R.S. 3028-A.

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

ITEM #1

SPECIAL OFFERS/ PRESENTATIONS

a. Tony Vigue – Franchise agreement

David Alves – Asks why this agreement has been taking so long and if it has anything to do with Charter avoiding paying the five percent franchise fee.

Toney Vigue – Explains the cable company hasn't been holding this up because of the franchise fee because the Town can give them written notice and ask them to pay the fees. He's sent the board his outline of what the board needs to be aware of and decide weather or not if they agree. More than likely, they don't want regulation from the Town or at least very little as possible. Your old Franchise will stay in place until a new agreement is signed. He recommends scheduling a workshop to go over the suggested changes he's outlined and review ordinances/regulations the Town would want. The current franchise allows the board to write the cable company a letter asking them to pay the franchise fee, which they have done at the beginning of this process, however Charter suggested to work on revising the agreement instead.

John Tibbetts – Asks about the limits on collecting the Franchise fee and how payment is made by Charter.

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Tony Vigue – Explains Charter passes it to the subscribers; however the Town has no limits on how they can use the fees once they are collected. The Town can charge anything up to five percent if that's what they choose. Whether or not the Town charges a fee, the cable company will increase their rates and keep with market increases. The fees are a small amount compared to their annual increases. The franchise fee may keep them from increasing the rates too much because they will want to keep market trends so as not to lose subscribers to rate hikes.

Brad Morin – States the board could pass an ordinance in accordance with state statute and he suggests possibly working on getting the agreement close to finalized then mirror the ordinance to the agreement.

Tony Vigue – States that is a possibility. In one case South Portland passed their ordinance then finalized their Franchise agreement and it worked out, however with Sebago, they passed an ordinance and are now dealing with issues getting Charter to negotiate an agreement because of the ordinance. He recommends sending back to Charter the Towns revision and work on the franchise agreement.

Jessica Picard – Asks if state statute on enacting a franchise ordinance supersedes the Towns charter.

Brad Morin – States this is correct, and he will connect with Tony Vigue to go over some of the revisions in the meantime.

ITEM #2

HEARING OF DELEGATIONS / PUBLIC INPUT

- a. *Public Input – Public in attendance will have up to 5 minutes to address the Board. Please use the podium to address the board.*

Don Hernon – States the Planning Board is currently working on a proposed change to the Towns Zoning Ordinance for contract zoning. It will be the same wording that was agreed upon in August of 2022. They will have a public hearing regarding the changes on March 15th and send their proposal to the Select Board. The Planning Board agreed to put this to annual town meeting to be voted on. He also proposes recommended changes to the new Town Charter to revise the definition of “general election” regarding ordinances being amended every two years. He recommends taking the word “general election” out of the ordinance amendment section in the new charter and voting on this at Annual Town Meeting. His only concern is there may not be enough voting members in accordance with state statute regarding charter revisions/amendments which would need approximately 740 votes.

Pauline Weiss – States municipal election is scheduled for June 13th. Nomination papers will be available March 6th and due back to the Clerk's office by April 14th, 4:00pm. There are two Select Board seats, two budget committee, one three-year RSU 57 School Board, and on one-year RSU 57 School Board member.

Michelle Feliccitti – States the term “general election” was placed in the new charter because there are not many ordinances that get passed every year and there seems to be little public awareness when ordinances do get passed.

- b. Mail •Historical Society, Budget Expense Report
c. Complaints - none

ITEM #3

MINUTES

- a. [Review / Approve meeting minutes 1/18/2023](#)
Jessica Picard – Makes a motion to approve. John Tibbetts Seconds. Motion passes: 4-0-1 (David Alves abstains).
- b. [Review / Approve meeting minutes 2/6/2023](#)
Thomas Hatch – Makes a motion to approve. David Alves seconds. Motion passes: 3-0-2 (Jessica Picard, John Tibbetts abstains).

ITEM #4

SIGN WARRANTS

- a. [Payroll Warrant #36 in the amount of \\$23,889.33](#)
David Alves – Makes a motion to approve. Jessica Picard seconds. Motion passes: 5-0-0
- b. [Accounts Payable Warrant #37 \(FY2023\) in the amount of \\$104,591.68](#)
David Alves – Makes a motion to approve. Jessica Picard seconds. Motion passes: 5-0-0

ITEM #5

UNFINISHED BUSINESS

- a. [Discuss procedure around lock box and key.](#)
Lindsay Gagne – States this lockbox device works with Bluetooth on cell phones to gain access to the lockbox and will track user access. You can also set parameters on days and time frames when a user can have access. It cost less than \$200.00 and the treasurer has verified funds available to purchase.
Thomas Hatch – Makes a motion to purchase this lockbox.
Jessica Picard – Seconds the motion. Motion passes: 5-0-0
- b. [Bunganut Park Memo](#)
Ralph Blackington -States we should do a workshop to go over this. He is going to talk with MUSC on making sure we are getting donations for the ball field use.
- c. [Transfer Station ARPA funds – RFP. Discuss timelines.](#)
David Alves – Suggests the board finalize what the ARPA committee recommended and allocate the money.
Thomas Hatch – States his recommendation is to accept the ARPA committee recommendations and complete the tasks in sequence from the Transfer Station, to Bunganut, to Kennebunk Pond Beach.
David Alves – States all the projects can go concurrently.
Thomas Hatch – States there should be some flexibility until we know what costs will come at and what types of needs are determined.
Thomas Hatch – Makes a motion to accept the ARPA committee’s recommendation of projects starting with Transfer Station first, Bunganut second, and Kennebunk Pond third, and the board having flexibility to manage money as needed as we have savings in one area being able to use it in another area.
David Alves – asks for clarification are we still giving each project a specific amount of money or are we putting everything into one pot?
Jessica Picard – States she understands it as prioritizing the projects and the board can determine necessity of certain tasks considering costs if they come in too high. She

suggests putting all bids out with the same due date and look at all the expenses coming in. Bunganut may be challenging because of timing issues.

David Alves – States this could disrupt funding for the other projects if for example the first priority comes in higher in expenses.

Thomas Hatch – Suggests with **Brad Nikel** working on Transfer Station and **David Alves** working on Kennebunk Pond he would be willing to volunteer for Bunganut to spread the workload.

John Tibbetts – Seconds the motion.

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

d. [IT Contracting services – RFP. Discuss timelines.](#)

Jessica Picard – Suggests tabling the item to the next agenda for further review.

ITEM #6

DEPARTMENT AND COMMITTEE REPORTS

a. [Road Commissioner](#) –

Brad Nikel – States all the roads in Town are posted. He will be issuing special heavy load permits. States we have two crosswalk signs at the transfer station that can be installed at the Kennebunk Pond, but we have been having difficulties finding resources on the DOT grant for the installation of the signs.

b. [Fire Chief](#) – none

c. [Kennebunk Pond Beach Committee – Dave Alves Liaison Report/update](#) - none

d. [Treasurer](#) – Expense Summary Report 2-16-23 - reviewed.

e. [CEO](#) – none

f. [Tax Clerk](#) – none

g. [Town Hall Expansion Committee](#) –

Brad Nikel – States he has some quotes for the survey.

David Alves – He spoke with the draftsman who agreed to donate his time to the time, however he cannot do the permitting. He's contacted an architect who will put together a proposal.

h. [Other](#) - none

ITEM #7

NEW BUSINESS

a. [Review Audio Video Recording Equipment Use policy.](#)

Jessica Picard - Suggests tabling the item to the next agenda for further review.

b. [Assessor request for Board of Assessment Review](#)

Jessica Picard – Suggests following charter provisions and the board will need to elect their own secretary. There is discussion among the board and the board agrees.

c. [Review Committee Application received for Local Health Officer](#)

Jessica Picard – Asks if there should be an interviewing process with this because there is paid stipend.

Thomas Hatch – Agrees this is a good idea and can work with Lindsay on the who and when.

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- d. **Town Clean Up day – Organizer is seeking suggestions/recommendations.**
Jessica Picard – States the Lyman Elementary PT Chair and Matt Duross are working on putting this together this year. They were looking for suggestions or input they are open to it. The tentative date is scheduled for April 22nd.
- e. **Review / Approve Purchase Order. Assessor Training** – Reviewed in meeting.

OTHER

ADJOURN

Jessica Picard – Makes a motion to adjourn.
Thomas Hatch – Seconds the motion. Motion passes: 5-0-0

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 5 pages are the original minutes of the Board of Selectmen Regular Meeting dated February 21st, 2023

Lindsay Gagne

ITEM #4: (a.) Payroll

LYMAN
10:56 AM

Payroll Check Register

Pay Date: 03/08/2023

03/02/2023

Page 1

Check	D / D	Check	Amount	Date	Employee
Employee Checks					
1	1,425.94	0.00	1,425.94	03/08/23	79 SUSAN J BELLEROSE
2	179.12	0.00	179.12	03/08/23	032 DANA A CARTER
3	1,896.08	0.00	1,896.08	03/08/23	029 BRENDA D CHARLAND
4	573.20	0.00	573.20	03/08/23	12 MARCEL DESROSIERS
5	1,429.93	0.00	1,429.93	03/08/23	028 LINDSAY GAGNE
6	1,810.98	0.00	1,810.98	03/08/23	016 LAURIE L GONSKA
7	34.94	0.00	34.94	03/08/23	05 SHIRLEY A HARRISON
8	256.42	0.00	256.42	03/08/23	007 THOMAS M HOLLAND
9	1,190.99	0.00	1,190.99	03/08/23	019 HOLLI L HUTCHINS
10	1,504.30	0.00	1,504.30	03/08/23	015 JEANETTE E LEMAY
11	750.20	0.00	750.20	03/08/23	036 JULIE LEMIEUX
12	1,029.21	0.00	1,029.21	03/08/23	041 RANDALL L MURRAY
13	839.78	0.00	839.78	03/08/23	005 BRADLEY J NIKEL
14	377.76	0.00	377.76	03/08/23	19 BRIAN D. RACICOT
15	382.53	0.00	382.53	03/08/23	002 DAVID W RILEY
16	203.24	0.00	203.24	03/08/23	020 DAVID H SANTORA
17	520.26	0.00	520.26	03/08/23	001 MAURICE ST CLAIR
18	347.91	0.00	347.91	03/08/23	40 RAYMOND J VALLIERE
19	1,516.77	0.00	1,516.77	03/08/23	76 PAULINE F WEISS
Total	16,269.56	0.00	16,269.56		
Direct Deposit Checks					
20	0.00	16,269.56	16,269.56	03/08/23	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	16,269.56	16,269.56		
Trust & Agency Checks					
21	0.00	5,842.76	5,842.76	03/08/23	T & A 1 I.R.S.
22	0.00	1,031.18	1,031.18	03/08/23	T & A 3 ICMA
23	0.00	1,012.64	1,012.64	03/08/23	T & A 2 MAINE REVENUE SERVICES
24	0.00	1,174.08	1,174.08	03/08/23	T & A 9 MPERS
Total	0.00	9,060.66	9,060.66		
Summary					
Checks:	Regular		0.00		19
	D / D		16,269.56		1
	Employee		16,269.56		
	T & A		9,060.66		4
	Voided				0
	Total		25,330.22		24

WARRANT: 39

Check	D / D	Check	Employee	Gross Pay
1	1,425.94	0.00	79 SUSAN J BELLEROSE	2,020.85
2	179.12	0.00	032 DANA A CARTER	193.96
3	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
4	573.20	0.00	12 MARCEL DESROSIERS	692.11
5	1,429.93	0.00	028 LINDSAY GAGNE	1,887.50
6	1,810.98	0.00	016 LAURIE L GONSKA	2,913.46
7	34.94	0.00	05 SHIRLEY A HARRISON	37.84
8	256.42	0.00	007 THOMAS M HOLLAND	286.85
9	1,190.99	0.00	019 HOLLI L HUTCHINS	1,613.71
10	1,504.30	0.00	015 JEANETTE E LEMAY	2,405.15
11	750.20	0.00	036 JULIE LEMIEUX	1,015.00
12	1,029.21	0.00	041 RANDALL L MURRAY	1,567.50
13	839.78	0.00	005 BRADLEY J NIKEL	1,458.00
14	377.76	0.00	19 BRIAN D. RACICOT	464.61
15	382.53	0.00	002 DAVID W RILEY	414.22
16	203.24	0.00	020 DAVID H SANTORA	220.07
17	520.26	0.00	001 MAURICE ST CLAIR	563.36
18	347.91	0.00	40 RAYMOND J VALLIERE	376.73
19	1,516.77	0.00	76 PAULINE F WEISS	2,186.54
20	0.00	16,269.56	D / D 1 BIDDEFORD SAVINGS BANK	
21	0.00	5,842.76	T & A 1 I.R.S.	
22	0.00	1,031.18	T & A 3 ICMA	
23	0.00	1,012.64	T & A 2 MAINE REVENUE SERVICES	
24	0.00	1,174.08	T & A 9 MPERS	
Total	16,269.56	25,330.22		23,092.60

Put into A/P **9,806.55**
 Taken out of A/P **(9,060.66)**
Total Payroll 26,076.11

Count
 Checks 24

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

TOWM OF LYMAN, BOARD OF SELECTMEN

THOMAS HATCH _____
 JOHN E. TIBBETTS _____
 RALPH BLACKINGTON _____
 DAVID ALVES _____
 JESSICA PICARD _____

ITEM #4: (b.) AP Warrant

Lyman
8:45 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

03/02/2023
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9608	9,784.84	02/27/23	38	0569 SECRETARY OF STATE
P	9609	6,825.75	02/27/23	38	0569 SECRETARY OF STATE
P	9610	215.00	03/01/23	38	0643 TREASURER, STATE OF MAINE
P	9611	3,246.77	03/01/23	38	0647 TREASURER, STATE OF MAINE
R	9612	206.21	03/06/23	38	0218 AMAZON CAPITAL SERVICES
R	9613	1,606.50	03/06/23	38	0022 BEAN DATA
R	9614	1,875.00	03/06/23	38	0065 BRADLEY J NIKEL
R	9615	3,725.00	03/06/23	38	0335 C.I.A. SALVAGE INC
R	9616	32.00	03/06/23	38	0994 CINTAS CORPORATION- # 758
R	9617	125.00	03/06/23	38	0211 CRIPPLE CREEK CORPORATION
R	9618	3,915.00	03/06/23	38	0239 DAVID MAYNES
R	9619	955.00	03/06/23	38	0133 DAVID W. RILEY
R	9620	32,850.00	03/06/23	38	0248 DAYTON SNOW FIGHTERS INC.
R	9621	7,499.70	03/06/23	38	0024 EASTERN SALT COMPANY INC
R	9622	159.22	03/06/23	38	0056 EDISON PRESS
R	9623	46,837.50	03/06/23	38	0233 GOODWINS MILLS FIRE & RESCUE
R	9624	575.61	03/06/23	38	0072 GWI
R	9625	725.00	03/06/23	38	0230 JESSICAS CLEANING SERVICE
R	9626	4,000.00	03/06/23	38	0097 JOHN WESCOTT
R	9627	5,380.09	03/06/23	38	0311 KCB LANDSCAPING
R	9628	700.00	03/06/23	38	0238 MAAO
R	9629	135.00	03/06/23	38	0414 MAINE MUNICIPAL ASSOCIATION
R	9630	80.00	03/06/23	38	0379 MAINE TOWN & CITY CLERKS ASSOC
R	9631	543.35	03/06/23	38	1111 MARCEL DESROSIERS
R	9632	250.00	03/06/23	38	0256 POTTYS-R-US
R	9633	37.59	03/06/23	38	0084 READYREFRESH BY NESTLE
R	9634	95.00	03/06/23	38	0502 REGISTRY OF DEEDS
R	9635	458,624.95	03/06/23	38	0419 RSU #57
R	9636	250.00	03/06/23	38	0221 SHORE ROAD ASSOCIATION
R	9637	97.98	03/06/23	38	0224 SPECTRUM/TIME WARNER CABLE
R	9638	184.00	03/06/23	38	0372 TREASURER, STATE OF ME (DEP)
R	9639	74.14	03/06/23	38	0985 WARRENS OFFICE SUPPLIES
R	9640	236.78	03/06/23	38	0675 WHITE SIGN, INC.

Total 591,847.98

Count

Checks	33
Voids	0

Warrant 38

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00218 AMAZON CAPITAL SERVICES						
0486	9612	03	SUPPLIES	1WQX-TRYP-LT1V		
SUPPLIES	E 110-11-60-610				14.89	0.00
	SUPPLIES / SUPPLIES					
			Invoice Total-		14.89	
0486	9612	03	KEY BOX	1QH4-XVH1-9PV3		
KEY BOX	E 191-11-70-710				191.32	0.00
	EQUIPMENT / COMP EQUIP					
			Invoice Total-		191.32	
			Vendor Total-		206.21	
00022 BEAN DATA						
0486	9613	03	MAR 2023	1345		
MAR 2023	E 110-11-32-310				1,606.50	1,606.50
	CTRCT SVS EQ / PROF SVS					
			Vendor Total-		1,606.50	
00065 BRADLEY J NIKEL						
0486	9614	03	SERVICES	PLOW 4'TH PAY		
TH PLOW	E 143-11-31-360				1,000.00	0.00
	CTRCT SVS BL / PLOW & SAND					
			Invoice Total-		1,000.00	
0486	9614	03	SERVICES	022723		
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	
00335 C.I.A. SALVAGE INC						
0486	9615	03	HAULING	3962		
MSW HAULING	E 150-31-35-355				2,100.00	0.00
	CTRCT SVS WA / PROF SVS HAU					
WOOD/BULKY HAULING	E 150-31-35-356				350.00	0.00
	CTRCT SVS WA / PROF SVS HW					
RECYCLE HAULING	E 150-31-35-357				525.00	0.00
	CTRCT SVS WA / PROF SVS HR					
CAN RENTAL	E 150-31-35-349				400.00	0.00
	CTRCT SVS WA / PROF SVS CAN					
METAL HAULING	E 150-31-35-359				350.00	0.00
	CTRCT SVS WA / PROF SVS MET					
			Vendor Total-		3,725.00	
00994 CINTAS CORPORATION- # 758						
0486	9616	03	13117643	4147239156		
RUGS-TH	E 141-11-31-310				32.00	0.00
	CTRCT SVS BL / PROF SVS					
			Vendor Total-		32.00	
00211 CRIPPLE CREEK CORPORATION						
0486	9617	03	APR RENT	CRIP0423		
APR RENT	E 110-11-39-399				125.00	125.00
	CONT SVS OTH / OTHER					
			Vendor Total-		125.00	
00239 DAVID MAYNES						

A / P Warrant

Warrant 38

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0486	9618	03	KENNEBUNK POND	1066		
KENNEBUNK POND			E 726-86-90-999		3,915.00	0.00
			KENNEB / RESERVES - OTHER / MISC			
Vendor Total-					3,915.00	
00133 DAVID W. RILEY						
0486	9619	03	SERVICES	2022-526		
P&R TRASH REMOVAL			E 145-21-31-330		125.00	0.00
			CTRCT SVS BL / WASTE SVS			
PLOWING P&R			E 143-21-31-360		275.00	0.00
			CTRCT SVS BL / PLOW & SAND			
Invoice Total-					400.00	
0486	9619	03	SERVICES	2022-525		
SHOVELING/SANDING TH			E 143-11-31-360		105.00	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-					135.00	
0486	9619	03	SERVICES	2022-527		
ROADS - SIGNS			E 148-51-60-670		380.00	0.00
			SUPPLIES / SIGNS			
Invoice Total-					380.00	
0486	9619	03	SERVICES	2022-528		
FUELING			E 150-31-40-450		40.00	0.00
			REPAIRS & MA / EQUIPMENT			
Invoice Total-					40.00	
Vendor Total-					955.00	
00248 DAYTON SNOW FIGHTERS INC.						
0486	9620	03	MAR 2023	PLOW0323		
MAR.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						
0486	9621	03	SALT LYMANM05	127908		
SALT LYMANM05			E 143-51-31-360		7,499.70	0.00
			CTRCT SVS BL / PLOW & SAND			
Vendor Total-					7,499.70	
00056 EDISON PRESS						
0486	9622	03	REMINDER POST CARDS	119494		
REMINDER POST CARDS			E 110-11-80-860		159.22	159.22
			ADVER, PRINT / TAX BILLS			
Vendor Total-					159.22	
00233 GOODWINS MILLS FIRE & RESCUE						
0486	9623	03	MAR 2023	GMFR0323		
MAR 2023			E 186-91-37-391		32,067.00	32,067.00
			CONT OUT / GMFR PERSONN			
MAR 2023			E 186-91-37-392		14,770.50	14,770.50
			CONT OUT / GMFR CONTRAC			
Vendor Total-					46,837.50	
00072 GWI						

Warrant 38

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0486	9624	03	PHONES & INTERNET		6326258	
205773			E 110-11-50-580		545.90	0.00
205773			UTILITIES / COMM			
			E 161-22-50-580		29.71	0.00
			UTILITIES / COMM			
Vendor Total-					575.61	
00230 JESSICAS CLEANING SERVICE						
0486	9625	03	CLEANING SERVICES		2648	
TH CLEANING SERVICE			E 141-11-31-310		475.00	0.00
			CTRCT SVS BL / PROF SVS			
ADDLT VACUUM			E 141-11-31-310		250.00	0.00
			CTRCT SVS BL / PROF SVS			
Vendor Total-					725.00	
00097 JOHN WESCOTT						
0486	9626	03	BUNGANUT PARK WORK		022223	
BUNGANUT PARK WORK			E 131-51-40-483		4,000.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
Vendor Total-					4,000.00	
00311 KCB LANDSCAPING						
0486	9627	03	MAR 2023		KCB0323	
MOWING MAR 2023			E 142-90-31-370		5,380.09	5,380.09
			CTRCT SVS BL / MOWING			
Vendor Total-					5,380.09	
00238 MAAO						
0486	9628	03	GONSKA WINTER 2023		200004481	
GONSKA WINTER 2023			E 102-31-20-280		700.00	0.00
			BENEFITS / TRAINING			
Vendor Total-					700.00	
00414 MAINE MUNICIPAL ASSOCIATION						
0486	9629	03	31170 GANGE - PER PRACT		1000441022	
33170			E 102-11-20-280		95.00	0.00
			BENEFITS / TRAINING			
Invoice Total-					95.00	
0486	9629	03	31170 GAGNE BROADBAND		1000441021	
33170			E 102-11-20-280		40.00	0.00
			BENEFITS / TRAINING			
Invoice Total-					40.00	
Vendor Total-					135.00	
00379 MAINE TOWN & CITY CLERKS ASSOC						
0486	9630	03	11790-0 HUTCHINS TITLE 30		1000439373	
11790-0 HUTCHINS TITLE 30			E 102-31-20-280		80.00	0.00
			BENEFITS / TRAINING			
Vendor Total-					80.00	
01111 MARCEL DESROSIERS						
0486	9631	03	MILEAGE		2/1-2/22	
MILEAGE			E 199-99-90-999		493.35	0.00
			OTHER / MISC			
Invoice Total-					493.35	

A / P Warrant

Warrant 38

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0486	9631	03	REIMB CODE BOOK		111-8488364	
REIMB CODE BOOK			E 110-11-60-610		50.00	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		50.00	
			Vendor Total-		543.35	
00256 POTTYS-R-US						
0486	9632	03	PORTA-POTS		24439	
SALT SHED			E 145-51-35-331		75.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		75.00	
0486	9632	03	PORTA-POTS		24443	
KENNEBUNK POND			E 145-21-35-331		75.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		75.00	
0486	9632	03	PORTA-POTS		24405	
CHADBOURNE FIELD			E 145-21-35-331		100.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		100.00	
			Vendor Total-		250.00	
00084 READYREFRESH BY NESTLE						
0486	9633	03	0427507058		5360722739	
H20 0427507058			E 110-11-60-610		37.59	0.00
			SUPPLIES / SUPPLIES			
			Vendor Total-		37.59	
00502 REGISTRY OF DEEDS						
0486	9634	03	5 DISCHARGES		030223	
DISCHARGES			E 110-11-39-399		95.00	0.00
			CONT SVS OTH / OTHER			
			Vendor Total-		95.00	
00419 RSU #57						
0486	9635	03	MAR 2023		SCHL0323	
MAR 2023			E 195-92-90-999		458,624.95	458,624.95
			OTHER / MISC			
			Vendor Total-		458,624.95	
00569 SECRETARY OF STATE						
0486	9608	03	31170		2/9-2/16	
31170			G 1-250-00		9,784.84	0.00
			MTR VEHICLE			
			Invoice Total-		9,784.84	
0486	9609	03	31170		2/16-2/24	
31170			G 1-250-00		6,825.75	0.00
			MTR VEHICLE			
			Invoice Total-		6,825.75	
			Vendor Total-		16,610.59	
00221 SHORE ROAD ASSOCIATION						
0486	9636	03	FY 2023		SHORE2023	
FY 2023			E 143-51-31-360		250.00	250.00
			CTRCT SVS BL / PLOW & SAND			

A / P Warrant

Warrant 38

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Vendor Total-					250.00	
00224 SPECTRUM/TIME WARNER CABLE						
0486	9637	03	202-579149701-001	0010726021223		
202-579149701-001			E 150-31-50-580		97.98	0.00
			UTILITIES / COMM			
Vendor Total-					97.98	
00643 TREASURER, STATE OF MAINE						
0486	9610	03	DOGS	FEB		
DOGS			G 1-256-00		215.00	0.00
			DOG LIC			
Vendor Total-					215.00	
00647 TREASURER, STATE OF MAINE						
0486	9611	03	FISH	FEB		
FISH			G 1-251-00		3,246.77	0.00
			INLAND FISH			
Vendor Total-					3,246.77	
00372 TREASURER, STATE OF ME (DEP)						
0486	9638	03	ANNUAL REPORTING FEES	DEP0213231SWF11		
ANNUAL REPORTING FEES			E 150-31-90-920		184.00	0.00
			OTHER / STATE FEE'S			
Vendor Total-					184.00	
00985 WARRENS OFFICE SUPPLIES						
0486	9639	03	TOWLYM	515956-00		
TOWLYM			E 110-11-60-610		74.14	0.00
			SUPPLIES / SUPPLIES			
Vendor Total-					74.14	
00675 WHITE SIGN, INC.						
0486	9640	03	HEAVY LOADS	125465		
WLYM153570			E 148-51-60-670		236.78	0.00
			SUPPLIES / SIGNS			
Vendor Total-					236.78	
Prepaid Total-					20,072.36	
Current Total-					571,775.62	
EFT Total-					0.00	
Warrant Total-					591,847.98	

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

TOWM OF LYMAN, BOARD OF SELECTMEN
 THOMAS HATCH
 JOHN E. TIBBETTS
 RALPH BLACKINGTON
 DAVID ALVES
 JESSICA PICARD

ITEM #5: (a.) Suggestions for Annual Town Report Dedication

I would like to dedicate the town report to the Planning Board. Most of the members have been serving on the Board for many years , attending meetings, going on site walks and having public hearings. They are very devoted to our town and spend enormous amounts of time studying the applications and zoning.

I think it would be nice to recognize the Cemetery Committee this year. They do more than the townspeople realize.

My vote would be for all the employees at the Transfer station that keep our Transfer station flowing and all that they do for our citizens when they arrive there to dispose of their trash. No matter what the weather conditions are they are always there and keep it running smoothly.

Louisa Nunan. She is our oldest remaining female Select Board member. She blazed the trail and has been a longtime resident.

Brad Nikel. He truly is a treasure to the town and goes above and beyond in his work. He truly cares about the Town and is a wealth of knowledge.

Shirly Harrison or Maurice St. Clair.

TOWN OF LYMAN

Audio / Video Equipment Use Policy

Adopted:

Amended:

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

PROCEDURE:

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

USE OF EQUIPMENT/ RESPONSIBILITY:

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

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

TOWN OF LYMAN

Audio / Video Equipment Use Policy

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

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

STATEMENT OF COMPLIANCE

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

Print name

Date

Signature

TOWN OF LYMAN

Audio / Video Equipment Use Policy

Adopted:

Effective: Immediately

_____ Ralph “Rusty” Blackington - Chair

_____ Thomas Hatch – Vice Chair

_____ John Tibbetts

_____ David Alves

_____ Jessica Picard

A Majority of the Board of Selectpersons

Lyman, Maine

DRAFT

ITEM #5: (c.) IT RFP

TOWN OF LYMAN

11 South Waterboro Rd Lyman, ME 04002

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

Email: selectboard@lyman-me.gov

REQUEST FOR PROPOSALS

Remote Managed Services Provider

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

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

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

Select Board
11 South Waterboro Rd
Lyman, ME 04002

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

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

Technical Environmental Overview

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

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

Service Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conditions and Instructions to Bidders

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

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

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

PROPOSAL FORM:

Due _____

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

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

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

Signature _____ Company _____

Name (print) _____ Telephone # _____

Title _____ Fax # _____

Address _____

Email Address _____

Web Site _____

ITEM #5: ARPA Funding - discuss RFPs

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
<hr/>	
Power to water pump	\$9,500.00
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Pump constant pressure system	\$27,450.00
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Shed for pump tank or decorative rock	
Shed	\$3,000.00
Rock	\$450.00
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Gravel for top parking lot and secondary lot	\$5,000.00
<hr/>	
Replace approximately 100 ft of walking bridge	\$8,500.00
<hr/>	
Concrete Pads for picnic tables. Add 4 new tables and 1 handicap	\$7,500.00
<hr/>	
Total	\$73,175.00

BUNGANUT BALLFIELD

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

KENNEBUNK POND

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

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


ITEM #6: (f.) CEO - Tree Cutting Permit


From: [Code Enforcement Officer](#)
To: [Selectmen Board Clerk](#)
Subject: Board Meeting March 6
Date: Wednesday, February 22, 2023 3:18:56 PM
Attachments: [tree_removal_permit.docx](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Lindsay, I'd like to discuss implementing a Shoreland Tree Removal Permit with the Select Board at their next meeting, please. I'd like to use the attached permit. It would change the fee schedule so if they approve, I will bring an updated fee sheet for them to sign. I that ok?


Brenda Charland
Code Enforcement Officer

11 So. Waterboro Road, Lyman, ME 04002

 207-247-0647

 207-468-3220

 ceo@lyman-me.gov

 lyman-me.gov

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

-----above to be filled in by office -----



TOWN OF LYMAN TREE REMOVAL IN THE SHORELAND

11 South Waterboro Road, Lyman Maine 04002

Telephone: (207) 247-0647 Email: ceo@lyman-me.gov

Owner Information

Name: _____
 Mailing Address: _____
 Physical Address: _____
 Phone #: _____
 Email: _____

Point of Contact if Other than the Property Owner

Name: _____
 Address: _____
 Phone #: _____
 Email: _____

TREE REMOVAL PLAN – On a separate page, please include all the following:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Site plan divided into 25' x 25' grids starting from one of the property lines. Show lot dimensions, structures, septic system, driveway, etc. • Determine which grid(s) contain trees that will be removed and number each grid. • Identify all trees in each 25' x 25' grid that will be removed, label all trees with the allotted point values (a table showing point values is included in the instructions attached). | <ul style="list-style-type: none"> • Show how many trees remain in each grid from which trees are removed indicating point value of each tree. • Provide photos of all trees to be removed and remaining trees in the immediate area. (Emailed pictures will be printed at \$1 per page). • Signed Letter of Authorization, if the Applicant is not the property owner on record, Check for \$15 fee per tree to Town of Lyman. |
|---|--|

Grid #	Original Point Value	*Point Value of Trees to be Removed	*Remaining Points		Grid #	Number of Trees to be Removed	*Point Value of Trees to be Removed	*Remaining Points
1					4			
2					5			
3					6			

*See Instructions for Point Rating attached

I hereby certify that all the information on this application is correct:

Applicant _____ Date _____

-----below to be filled in by office -----

() Granted () Denied – Reason: _____

CEO Signature _____ Date _____

Replanting Requirements _____ Replanting Inspection Date _____

CLEARING OR REMOVAL OF VEGETATION FOR ACTIVITIES OTHER THAN TIMBER HARVESTING IN THE TOWN OF LYMAN

Within a Resource Protection District adjacent to a great pond, there shall be no cutting of vegetation within the strip of land extending seventy-five feet (75') horizontal distance, inland from the normal high-water line, except to remove safety hazards. Elsewhere, in any Resource Protection District the cutting or removal of vegetation shall be limited to that which is necessary for uses expressly authorized in that District.

Except in areas as described above and except to allow for the development of permitted uses, within a strip of land extending one hundred feet (100'), horizontal distance, inland from the normal high-water line of a great pond or river, and seventy-five feet (75'), horizontal distance, from any other water body, tributary stream, or the upland edge of a wetland, a buffer strip of vegetation shall be preserved as follows:

- a. There shall be no cleared opening greater than two hundred fifty square feet (250 sq. ft.) in the forest canopy (or other existing woody vegetation if a forested canopy is not present), as measured from the outer limits of the tree or shrub crown. However, a footpath not to exceed six (6) feet in width as measured between tree trunks and/or shrub stems is allowed, provided that a cleared line of sight to the water through the buffer strip is not created.
- b. Selective cutting of trees within the buffer strip is allowed, provided that the applicant submits to the CEO a plan for selective cutting in accordance with this section of the Ordinance, and that a well-distributed stand of trees and other vegetation is maintained. For the purposes of section, a "well-distributed stand of trees and other vegetation" adjacent to a great pond or a river or a stream flowing to a great pond, shall be defined as maintaining a rating score of twelve (12) or more in each twenty-five-foot (25') by twenty-five foot (25') square, six hundred twenty-five square feet (625 sq. ft.) area as determined by the following rating system:

<u>Tree at 4 1/2 feet above Ground Level (inches)</u>	<u>Points</u>
2-4 inches	1
4-12 inches	2
12+ inches	4

Adjacent to other water bodies, tributary streams, and wetlands, a "well-distributed stand of trees and other vegetation" is defined as maintaining a minimum rating score of eight (8) per twenty-five (25) foot square area.

NOTE: For the purposes of section b, "other natural vegetation" is defined as retaining existing vegetation under three feet (3') in height and other ground cover and retaining at least three (3) saplings less than two inches (2") in diameter at four and one-half feet (4 1/2") above ground level for each twenty five foot (25' by 25') rectangular area. If three (3) saplings do not exist, no woody stems less than two inches (2") in diameter can be removed until three (3) saplings have been recruited into the plot.

Notwithstanding the provisions of this section, no more than forty percent (40%) of the total volume of trees four inches (4") or more in diameter, measured at four and one-half feet (4-1/2') above ground level, may be removed in any ten (10) year period.

- c. To protect water quality and wildlife habitat, existing vegetation under three feet (3') in height and other ground cover, including leaf litter and the forest duff layer, shall not be cut, covered, or removed, except to provide for a footpath or other permitted uses as described in Paragraphs 2 and 2a above.
- d. Pruning of tree branches on the bottom one-third (1/3) of the tree is allowed.

- e. To maintain a buffer strip of vegetation when the removal of storm damaged, diseased, unsafe, or dead trees results in the creation of cleared openings, these openings shall be replanted with native trees species unless existing new tree growth is present.

NOTE: This does not apply to those portions of public recreational facilities adjacent to public swimming areas as long as cleared areas are limited to the minimum area necessary.

At distances greater than one hundred (100) feet, horizontal distance, from a great pond or river, and seventy-five feet (75'), horizontal distance, from the normal high water line of any other water body, tributary stream, or the upland edge of a wetland, there shall be allowed on any lot, in any ten (10) year period, selective cutting of not more than forty percent (40%) of the volume of trees four inches (4") or more in diameter, measured four and one-half feet (4-1/2") above the ground level. Tree removal in conjunction with the development of permitted uses shall be included in the forty percent (40%) calculation. For the purposes of these standards, volume may be considered to be equivalent to basal area.

In no event shall cleared openings for any purpose, including, but not limited to, principal and accessory structures, driveways, lawns, and sewage disposal areas, exceed in the aggregate, twenty-five percent (25%) of the lot area within the Shoreland District or ten thousand square feet (10,000 sq. ft.), whichever is greater, including land previously cleared.

Legally existing non-conforming cleared openings may be maintained, but shall not be enlarged, except as allowed by this Ordinance.

Fields and other cleared openings which have reverted to primarily shrubs, trees, or other woody vegetation shall be regulated under the provisions of this section.

Fields and other cleared openings which have reverted to primarily shrubs, trees, or other woody vegetation shall be regulated under the provisions of this section.

ITEM #6: (g.) Treasurer Expense Report 3-2-23

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
11 - TOWN HALL	402,574.00	-9,305.00	393,269.00	241,467.96	0.00	151,801.04
10 - SALARIES	402,574.00	-9,305.00	393,269.00	241,467.96	0.00	151,801.04
102 - SELECT BD CL	53,235.00	-3,978.00	49,257.00	29,382.25	0.00	19,874.75
103 - TREASURER	62,534.00	0.00	62,534.00	43,292.70	0.00	19,241.30
105 - TAX COLLECT	51,851.00	0.00	51,851.00	34,673.45	0.00	17,177.55
106 - ADMIN CLERK	45,728.00	1,950.00	47,678.00	26,575.79	0.00	21,102.21
107 - DEPUTY TC/TC	7,095.00	0.00	7,095.00	1,324.40	0.00	5,770.60
115 - ASSESSOR	76,125.00	0.00	76,125.00	48,403.84	0.00	27,721.16
141 - CEO	78,706.00	-7,277.00	71,429.00	43,329.87	0.00	28,099.13
142 - CEO CLERK	27,300.00	0.00	27,300.00	12,054.00	0.00	15,246.00
143 - ELECTRICIAN	0.00	0.00	0.00	2,431.66	0.00	-2,431.66
13 - ELECTIONS	67,129.00	0.00	67,129.00	41,594.01	0.00	25,534.99
10 - SALARIES	67,129.00	0.00	67,129.00	41,594.01	0.00	25,534.99
181 - TOWN CLERK	56,850.00	0.00	56,850.00	39,357.72	0.00	17,492.28
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	62,354.04	0.00	39,693.96
10 - SALARIES	92,743.00	9,305.00	102,048.00	62,354.04	0.00	39,693.96
131 - TRF STATION	91,745.00	9,305.00	101,050.00	62,354.04	0.00	38,695.96
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	26,244.00	0.00	11,661.00
10 - SALARIES	37,905.00	0.00	37,905.00	26,244.00	0.00	11,661.00
151 - RD COMM	37,905.00	0.00	37,905.00	26,244.00	0.00	11,661.00
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 CONTD						
72 - ACO	7,458.00	0.00	7,458.00	5,163.30	0.00	2,294.70
10 - SALARIES	7,458.00	0.00	7,458.00	5,163.30	0.00	2,294.70
175 - ACO	7,458.00	0.00	7,458.00	5,163.30	0.00	2,294.70
99 - NOT SPECIFIC	31,167.00	0.00	31,167.00	8,453.63	0.00	22,713.37
10 - SALARIES	31,167.00	0.00	31,167.00	8,453.63	0.00	22,713.37
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	536.13	0.00	4,163.87
199 - SELECT BOARD	26,015.00	0.00	26,015.00	7,917.50	0.00	18,097.50
102 - BENEFITS	303,871.00	1.00	303,872.00	172,921.29	326.00	130,624.71
11 - TOWN HALL	4,715.00	0.00	4,715.00	2,263.00	326.00	2,126.00
20 - BENEFITS	4,715.00	0.00	4,715.00	2,263.00	326.00	2,126.00
280 - TRAINING	4,070.00	0.00	4,070.00	1,578.00	326.00	2,166.00
290 - MEMB & DUES	645.00	0.00	645.00	685.00	0.00	-40.00
31 - TRANSFER STAT	500.00	0.00	500.00	820.00	0.00	-320.00
20 - BENEFITS	500.00	0.00	500.00	820.00	0.00	-320.00
280 - TRAINING	500.00	0.00	500.00	820.00	0.00	-320.00
99 - NOT SPECIFIC	298,657.00	-1.00	298,656.00	169,838.29	0.00	128,817.71
20 - BENEFITS	298,657.00	-1.00	298,656.00	169,838.29	0.00	128,817.71
201 - FICA	49,766.00	-1.00	49,765.00	30,606.29	0.00	19,158.71
210 - HEALTH	193,795.00	0.00	193,795.00	114,858.82	0.00	78,936.18
211 - DENTAL	5,518.00	0.00	5,518.00	3,503.20	0.00	2,014.80
214 - LIFE NO MED	0.00	0.00	0.00	78.00	0.00	-78.00
230 - 457B ER MATC	18,120.00	0.00	18,120.00	8,515.78	0.00	9,604.22
231 - MPERS ER	26,958.00	0.00	26,958.00	12,276.20	0.00	14,681.80
250 - PTO BUYOUT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
10 - GEN ADMIN	147,583.00	0.00	147,583.00	86,451.64	9,322.64	51,798.72
11 - TOWN HALL	135,436.00	0.00	135,436.00	82,717.18	9,322.64	43,396.18
32 - CTRCT SVS EQ	65,956.00	-750.00	65,206.00	47,095.03	4,819.50	13,291.47
310 - PROF SVS	65,956.00	-750.00	65,206.00	47,095.03	4,819.50	13,291.47
39 - CONT SVS OTH	15,159.00	750.00	15,909.00	10,690.00	250.00	4,969.00
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	2,549.00	250.00	4,593.00
50 - UTILITIES	7,750.00	0.00	7,750.00	5,609.64	0.00	2,140.36
580 - COMM	7,750.00	0.00	7,750.00	5,609.64	0.00	2,140.36
60 - SUPPLIES	18,383.00	0.00	18,383.00	10,359.22	0.00	8,023.78

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	6,475.08	0.00	2,907.92
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	5,995.56	4,349.14	12,955.30
810 - ADVERTISE	4,500.00	0.00	4,500.00	1,622.86	799.14	2,078.00
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	2,455.27	0.00	644.73
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	28,491.00	0.00	8,937.00
38 - CONT SVS INS	37,428.00	0.00	37,428.00	28,491.00	0.00	8,937.00
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	13,327.00	0.00	779.00
327 - INS UNEMPLOY	5,000.00	0.00	5,000.00	155.00	0.00	4,845.00
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 G/A						
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
999 - OTHER	1,086.00	0.00	1,086.00	1,086.00	0.00	0.00
51 - ROADS	735,600.00	0.00	735,600.00	143,672.11	3,750.00	588,177.89
40 - REPAIRS & MA	645,900.00	89,450.00	735,350.00	143,672.11	3,750.00	587,927.89
481 - RDS/CONSTRUC	160,500.00	0.00	160,500.00	42,041.12	0.00	118,458.88
482 - RDS/RESURFA	391,000.00	0.00	391,000.00	14,000.00	0.00	377,000.00
483 - RDS/REPAIRS	94,400.00	89,450.00	183,850.00	87,630.99	3,750.00	92,469.01
50 - UTILITIES	250.00	0.00	250.00	0.00	0.00	250.00
580 - COMM	250.00	0.00	250.00	0.00	0.00	250.00
90 - OTHER	89,450.00	-89,450.00	0.00	0.00	0.00	0.00
999 - MISC	89,450.00	-89,450.00	0.00	0.00	0.00	0.00
11 - TOWN HALL	20,135.00	0.00	20,135.00	15,399.68	0.00	4,735.32
31 - CTRCT SVS BL	10,710.00	0.00	10,710.00	8,644.60	0.00	2,065.40
310 - PROF SVS	10,710.00	0.00	10,710.00	8,644.60	0.00	2,065.40
40 - REPAIRS & MA	9,425.00	0.00	9,425.00	6,755.08	0.00	2,669.92
410 - BLDGS & GROU	9,425.00	0.00	9,425.00	6,755.08	0.00	2,669.92
21 - RECREATION	8,240.00	-1,573.96	6,666.04	3,233.08	0.00	3,432.96
31 - CTRCT SVS BL	4,250.00	-1,573.96	2,676.04	394.20	0.00	2,281.84
310 - PROF SVS	4,250.00	-1,573.96	2,676.04	394.20	0.00	2,281.84
40 - REPAIRS & MA	3,990.00	0.00	3,990.00	2,838.88	0.00	1,151.12
410 - BLDGS & GROU	3,990.00	0.00	3,990.00	2,838.88	0.00	1,151.12
22 - BUNGANUT	600.00	0.00	600.00	369.50	0.00	230.50
31 - CTRCT SVS BL	600.00	0.00	600.00	369.50	0.00	230.50
310 - PROF SVS	600.00	0.00	600.00	369.50	0.00	230.50
31 - TRANSFER STA	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
31 - CTRCT SVS BL	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
310 - PROF SVS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
40 - REPAIRS & MA	500.00	0.00	500.00	0.00	0.00	500.00
410 - BLDGS & GROU	500.00	0.00	500.00	0.00	0.00	500.00
11 - 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 - BSG 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	5,380.09	16,140.27	0.00
31 - CTRCT SVS BL	0.00	21,520.36	21,520.36	5,380.09	16,140.27	0.00
370 - MOWING	0.00	21,520.36	21,520.36	5,380.09	16,140.27	0.00
143 - BSG PLOWING						
11 - TOWN HALL	5,200.00	0.00	5,200.00	4,640.00	0.00	560.00
31 - CTRCT SVS BL	5,200.00	0.00	5,200.00	4,640.00	0.00	560.00
360 - PLOW & SAND	5,200.00	0.00	5,200.00	4,640.00	0.00	560.00
21 - RECREATION	800.00	0.00	800.00	500.00	0.00	300.00
31 - CTRCT SVS BL	800.00	0.00	800.00	500.00	0.00	300.00
360 - PLOW & SAND	800.00	0.00	800.00	500.00	0.00	300.00
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	2,625.00	0.00	875.00
31 - CTRCT SVS BL	3,500.00	0.00	3,500.00	2,625.00	0.00	875.00
360 - PLOW & SAND	3,500.00	0.00	3,500.00	2,625.00	0.00	875.00
51 - ROADS	526,260.00	-8,500.00	517,760.00	393,449.76	69,350.00	54,960.24
31 - CTRCT SVS BL	526,260.00	-8,500.00	517,760.00	393,449.76	69,350.00	54,960.24
360 - PLOW & SAND	526,260.00	-8,500.00	517,760.00	393,449.76	69,350.00	54,960.24
144 - BSG WASTE SV						
11 - TOWN HALL	1,300.00	0.00	1,300.00	330.00	0.00	970.00
31 - CTRCT SVS BL	1,300.00	0.00	1,300.00	330.00	0.00	970.00
330 - WASTE SVS	1,300.00	0.00	1,300.00	330.00	0.00	970.00
21 - RECREATION	6,800.00	0.00	6,800.00	2,875.00	0.00	3,925.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
14 - B&G WASTE SVS CONT'D						
31 - CTRCT SVS BL	2,600.00	0.00	2,600.00	1,025.00	0.00	1,575.00
330 - WASTE SVS	2,600.00	0.00	2,600.00	1,025.00	0.00	1,575.00
35 - CTRCT SVS WA	4,200.00	0.00	4,200.00	1,850.00	0.00	2,350.00
331 - PROF PORTA P	4,200.00	0.00	4,200.00	1,850.00	0.00	2,350.00
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	414.78	0.00	885.22
31 - CTRCT SVS BL	1,000.00	0.00	1,000.00	114.78	0.00	885.22
330 - WASTE SVS	1,000.00	0.00	1,000.00	114.78	0.00	885.22
35 - CTRCT SVS WA	300.00	0.00	300.00	300.00	0.00	0.00
331 - PROF PORTA P	300.00	0.00	300.00	300.00	0.00	0.00
14 - B&G ENERGY	38,604.00	0.00	38,604.00	10,577.90	0.00	28,026.10
11 - TOWN HALL	11,984.00	0.00	11,984.00	4,526.46	0.00	7,457.54
50 - UTILITIES	11,984.00	0.00	11,984.00	4,526.46	0.00	7,457.54
510 - PROPANE	3,984.00	0.00	3,984.00	1,460.78	0.00	2,523.22
560 - ELECTRICITY	8,000.00	0.00	8,000.00	3,065.68	0.00	4,934.32
21 - RECREATION	1,420.00	0.00	1,420.00	266.34	0.00	1,153.66
50 - UTILITIES	1,420.00	0.00	1,420.00	266.34	0.00	1,153.66
560 - ELECTRICITY	1,420.00	0.00	1,420.00	266.34	0.00	1,153.66
22 - BUNGANUT	4,000.00	0.00	4,000.00	1,215.76	0.00	2,784.24
50 - UTILITIES	4,000.00	0.00	4,000.00	1,215.76	0.00	2,784.24
560 - ELECTRICITY	4,000.00	0.00	4,000.00	1,215.76	0.00	2,784.24
31 - TRANSFER STA	6,700.00	0.00	6,700.00	2,203.91	0.00	4,496.09
50 - UTILITIES	6,700.00	0.00	6,700.00	2,203.91	0.00	4,496.09
560 - ELECTRICITY	6,700.00	0.00	6,700.00	2,203.91	0.00	4,496.09
51 - ROADS	14,500.00	0.00	14,500.00	2,360.43	0.00	12,139.57
50 - UTILITIES	14,500.00	0.00	14,500.00	2,360.43	0.00	12,139.57
560 - ELECTRICITY	14,500.00	0.00	14,500.00	2,360.43	0.00	12,139.57
14 - B&G SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
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	1,821.55	0.00	2,178.45
60 - SUPPLIES	4,000.00	0.00	4,000.00	1,821.55	0.00	2,178.45
670 - SIGNS	4,000.00	0.00	4,000.00	1,821.55	0.00	2,178.45
150 - TRF STATION	305,772.00	0.00	305,772.00	136,432.39	0.00	169,339.61
31 - TRANSFER STA	305,772.00	0.00	305,772.00	136,432.39	0.00	169,339.61
35 - CTRCT SVS WA	290,222.00	0.00	290,222.00	128,886.45	0.00	161,335.55
310 - PROF SVS	2,700.00	0.00	2,700.00	1,615.00	0.00	1,085.00
349 - PROF SVS CAN	2,400.00	0.00	2,400.00	1,200.00	0.00	1,200.00
350 - PROF SVS TIP	172,197.00	0.00	172,197.00	73,973.69	0.00	98,223.31
351 - PROF SVS TW	39,750.00	0.00	39,750.00	14,840.36	0.00	24,909.64
352 - PROF SVS REC	7,350.00	0.00	7,350.00	4,213.30	0.00	3,136.70
355 - PROF SVS HAU	23,800.00	0.00	23,800.00	14,261.95	0.00	9,538.05
356 - PROF SVS HW	31,500.00	0.00	31,500.00	9,275.00	0.00	22,225.00
357 - PROF SVS HR	8,225.00	0.00	8,225.00	4,375.00	0.00	3,850.00
358 - PROF SVS HWO	2,300.00	0.00	2,300.00	1,107.15	0.00	1,192.85
359 - PROF SVS MET	0.00	0.00	0.00	4,025.00	0.00	-4,025.00
40 - REPAIRS & MA	8,100.00	0.00	8,100.00	5,176.29	0.00	2,923.71
450 - EQUIPMENT	8,100.00	0.00	8,100.00	5,176.29	0.00	2,923.71
50 - UTILITIES	3,500.00	0.00	3,500.00	1,179.84	0.00	2,320.16
580 - COMM	3,500.00	0.00	3,500.00	1,179.84	0.00	2,320.16
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	184.00	0.00	816.00
920 - STATE FEE'S	500.00	0.00	500.00	184.00	0.00	316.00
930 - HEALTH & WEL	500.00	0.00	500.00	0.00	0.00	500.00
161 - PARKS & REC	13,100.00	0.00	13,100.00	2,216.78	0.00	10,883.22
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 CONTD.						
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	266.51	0.00	4,533.49
50 - UTILITIES	4,800.00	0.00	4,800.00	266.51	0.00	4,533.49
580 - COMM	4,800.00	0.00	4,800.00	266.51	0.00	4,533.49
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 BUDG	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	160,327.86	55,695.99	94,004.15
181 - OUTS GEN AD	94,700.00	29,661.00	124,361.00	45,617.83	30,700.00	48,043.17
33 - CONT PROF	94,700.00	0.00	94,700.00	39,117.83	24,200.00	31,382.17
310 - PROF SERV	56,500.00	0.00	56,500.00	29,047.83	24,200.00	3,252.17
320 - PROF SERV LE	32,700.00	0.00	32,700.00	4,570.00	0.00	28,130.00
323 - PROF SERV AU	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
90 - OTHER	0.00	29,661.00	29,661.00	6,500.00	6,500.00	16,661.00
981 - HR JOB STUDY	0.00	20,030.50	20,030.50	6,500.00	6,500.00	7,030.50
982 - TH FEASIBILI	0.00	9,630.50	9,630.50	0.00	0.00	9,630.50
15 - CEMETERIES	11,500.00	60,000.00	71,500.00	1,043.28	24,995.99	45,460.73
37 - CONT OUT	11,500.00	60,000.00	71,500.00	1,043.28	24,995.99	45,460.73
399 - CONT SVS OTH	11,500.00	60,000.00	71,500.00	1,043.28	24,995.99	45,460.73
17 - PLANNING	41,500.00	-41,000.00	500.00	0.00	0.00	500.00
33 - CONT PROF	500.00	0.00	500.00	0.00	0.00	500.00
310 - PROF SERV	500.00	0.00	500.00	0.00	0.00	500.00
37 - CONT OUT	41,000.00	-41,000.00	0.00	0.00	0.00	0.00
399 - CONT SVS OTH	41,000.00	-41,000.00	0.00	0.00	0.00	0.00
22 - BUNGANUT	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
37 - CONT OUT	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
399 - CONT SVS OTH	0.00	41,000.00	41,000.00	41,000.00	0.00	0.00
95 - LIBRARY	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
37 - CONT OUT	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
399 - CONT SVS OTH	128,678.00	0.00	128,678.00	128,678.00	0.00	0.00
99 - NOT 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	421,537.50	140,512.50	0.00
91 - GMFR	562,050.00	0.00	562,050.00	421,537.50	140,512.50	0.00
37 - CONT OUT	562,050.00	0.00	562,050.00	421,537.50	140,512.50	0.00
391 - GMFR PERSONN	384,804.00	0.00	384,804.00	288,603.00	96,201.00	0.00
392 - GMFR CONTRAC	177,246.00	0.00	177,246.00	132,934.50	44,311.50	0.00
191 - OTHER CIP	20,270.00	0.00	20,270.00	17,270.50	0.00	2,999.50

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
11 - TOWN HALL	19,970.00	-31.00	16,939.71	0.00	2,999.29
70 - EQUIPMENT	19,970.00	-31.00	16,939.71	0.00	2,999.29
710 - COMP EQUIP	3,975.00	0.00	2,871.08	0.00	1,103.92
730 - OFFICE EQUIP	12,275.00	-1,111.00	9,268.63	0.00	1,895.37
790 - OTHER EQUIP	3,720.00	1,080.00	4,800.00	0.00	0.00
31 - TRANSFER STA	300.00	31.00	330.87	0.00	0.13
70 - EQUIPMENT	300.00	31.00	330.87	0.00	0.13
790 - OTHER EQUIP	300.00	31.00	330.87	0.00	0.13
195 - RSU # 57	0.00	5,503,499.35	4,127,624.55	1,375,874.80	0.00
92 - RSU # 57	0.00	5,503,499.35	4,127,624.55	1,375,874.80	0.00
90 - OTHER	0.00	5,503,499.35	4,127,624.55	1,375,874.80	0.00
999 - MISC	0.00	5,503,499.35	4,127,624.55	1,375,874.80	0.00
197 - COUNTY	0.00	300,389.91	300,389.91	0.00	0.00
97 - COUNTY	0.00	300,389.91	300,389.91	0.00	0.00
90 - OTHER	0.00	300,389.91	300,389.91	0.00	0.00
999 - MISC	0.00	300,389.91	300,389.91	0.00	0.00
199 - OVERLAY	0.00	55,445.65	11,501.72	0.00	43,943.93
99 - NOT SPECIFIE	0.00	55,445.65	11,501.72	0.00	43,943.93
90 - OTHER	0.00	55,445.65	11,501.72	0.00	43,943.93
999 - MISC	0.00	55,445.65	11,501.72	0.00	43,943.93

Final Totals 3,946,987.00 5,948,994.91 9,895,981.91 6,755,108.01 1,670,977.20 1,459,301.70

ITEM #7: (a.) YMCA Contract revisions

From: [Andy Orazio](#)
To: [Selectmen Board Clerk](#); [Matt Ouellette](#)
Subject: Contract Revisions
Date: Monday, February 27, 2023 4:50:26 PM
Attachments: [Bunganut Park Contract 2022-2024 Ammended 2-15-2023.docx](#)

Hello Lindsay,

As discussed last week the YMCA insurance company reviewed our contract with the Town of Lyman to Manage Bunganut Park. Based on that review they have requested some minor edits the assist in protecting each party. The edits requested are directly related to minimize the liability . These changes will not impact the current financial agreements or change any of the agreed upon services we provide within the contract. The basis of the changes is being determined because of the unguarded public waterfront usage and playground usage. As a Town operation the Town of Lyman falls under the Municipal Immunity coverage that protects you from liability. As an organization the Y is not allowed this coverage. So based on our Management Agreement our insurance company has asked for some additional language and edits that clarify that we are acting under the directions of the Town to manage the rules, regulations and policies set by the Town of Lyman. I believe that once you review the amendments you will understand the minor adjustments. We would be happy to discuss this in more detail and hope to approve the amendments in the next month. I will be out of town until March 14th so please feel free to contact Matt Ouellette while I am away. Please find attached the requested ammendments for your review. Have a great day. We look forward to another great summer!

Andrew Orazio, CEO
P 207-324-4942
F 207-636-8046
Sanfordymca.org

#StayWithUs

The Y: We're for youth development, healthy living and social responsibility

MANAGEMENT AGREEMENT

This AGREEMENT is entered into on May 5, 2022, by and between the INHABITANTS OF THE TOWN OF LYMAN, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine and having a mailing address of 11 South Waterboro Road, Lyman, Maine 04002 (hereinafter "the Town"), and the SANFORD/SPRINGVALE Y.M.C.A., a Maine non-profit corporation with offices at 1 Emile Levasseur Drive, Sanford, County of York and State of Maine (hereinafter "Y.M.C.A.").

WHEREAS, the Y.M.C.A. wishes to manage certain real property owned by the Town located on Brock Road and known as Bunganut Park; and

WHEREAS, the Town, acting through its municipal officers as authorized by Town Meeting, is willing to agree to the management of said premises under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein, the parties agree to the following terms:

1. Basic Contract for services; Description of Property: Pursuant to the terms of this Agreement, the Town contracts with the Y.M.C.A., and the Y.M.C.A. hereby agrees, to manage the land and buildings; known as Bunganut Park, all located at Brock Road and further described as Tax Assessor's Map 2, Lot 10 ("the Premises"), situated in Lyman.

2. Use of the Premises. Use of the Premises shall be limited to the operation of and access to Bunganut Park provided in the Town Department of Parks and Recreation rules, and for other Y.M.C.A. recreation-related purposes under the terms of this Agreement. The Y.M.C.A. will hire the necessary personnel, preference to Lyman Residents, to operate Bunganut Park for the term of the Agreement. All personnel hired by the Y.M.C.A. are employees of the Y.M.C.A. and shall in no way be considered employees of the Town.

Starting May 1st of each year, the Y.M.C.A. will begin promoting and securing reservations for Bunganut Park for individual and group usage, organizing administrative tasks and securing staff for the opening day. Beginning on Memorial Day weekend every year, the Y.M.C.A. will operate Bunganut Park every weekend until school is out in June, to also include the Memorial Day holiday. After school is out, the Y.M.C.A. will operate Bunganut Park seven days per week until Labor Day of each year. The Y.M.C.A. shall operate Bunganut Park for the weekend after Labor Day, with the final day of operations being the Sunday following Labor Day. From the Sunday following Labor Day through the end of October, the Y.M.C.A. shall finish all administrative

responsibilities, facility cleaning and facility closing by October 30th of each year. The Y.M.C.A. will hire the necessary personnel including one (1) adult employed to supervise the operation of the Park for the term of this Agreement. Monday through Friday, the supervisor and a gatekeeper at the Park's entrance shall be on the premises for ten (10) hours a day; Saturday and Sunday, the supervisor and a gatekeeper shall be on the premises for ten (10) hours a day. The Park shall close at dusk, an exact time to be agreed upon by the parties.

The Town's Department of Parks and Recreation and civic groups may use the garage structure on the premises for meetings during the summer operating season, after obtaining permission from the Y.M.C.A., which permission shall not be unreasonably withheld, conditioned or delayed. The Department of Parks and Recreation will review the current Park rules and fee structure prior to the commencement of the term of the Agreement, and the Town shall have sole authority to change or modify the same. Any changes will require the approval of the Town's Board of Selectmen. The Y.M.C.A. will turn over all Park admission fees to the Town on a monthly basis.

The Y.M.C.A. is responsible for scheduling and making financial arrangements for private functions in the Park and for providing any such reservations to the Clerk of the Board of Selectmen. The Y.M.C.A. will be responsible ~~for for staffing or~~ monitoring such private functions and for cleaning up.

The Y.M.C.A. summer day camp will be located in the Park's garage structure, and children who are residents of Lyman will have priority in enrollment in the camp. The Town is financially responsible for, and has the exclusive discretion to contract for, repairs to the garage necessary under State law to accommodate a Children's Day Camp; repairs may be required by administrative rules of the Maine Department of Human Services, Me Dep't of Hum. Serv., 10-144 CMR 208, promulgated pursuant to statutory authority provided by 22 M.R.S.A. §§ 2491- 2502. The Y.M.C.A. programs, other than the summer day camp, will be offered to Lyman residents at a 50 percent discount from the full rates charged to non-residents. The Y.M.C.A. may use Bunganut Field for Y.M.C.A. summer programs at no additional cost, after confirming with the Department of Parks and Recreation that no scheduling conflicts exist, Town approval for the same shall not be unreasonably withheld, conditioned or delayed. The Department of Parks and Recreation will act as an intermediary between the Board of Selectmen and the Y.M.C.A. The Board of Selectmen has final authority in all matters and management decisions related to the management of Bunganut Park, except as otherwise expressly provided for herein.

3. Payment: The Town will pay the Y.M.C.A. with \$41,000 in 2022, 2023 and in 2024 for the Park Management 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.

Park Management to be paid monthly, in arrears, for the term of the Agreement. The Town will provide the amount of \$12,300.00 for the months of June, July, August and September, and the Town will provide the amount of \$4,100.00 for the month of October.

4. Duration: The term of this Agreement shall be for the period beginning May 1, 2022 and ending October 30, 2024, unless sooner terminated for cause.

5. Repairs and Maintenance. The Town agrees to perform at its expense all repairs and maintenance to the Premises, buildings and equipment including, but not limited to, repairs to recreational playground equipment, ~~to~~ glass, light fixtures, carpeting, painting and such a repairs to the existing garage structure as required by law.

6. Operating Expenses. The Town is responsible for supplies, electricity, telephone service, internet service, rubbish removal and portable toilets. The Y.M.C.A. is responsible for costs associated with signage, vehicle passes, the disbursements of salaries and for any children's supplies related to the Park's children's programs.

7. Access to Premises. The Town, its officials, agents and employees may enter the Premises at any time, provided, however, that the Town shall not unreasonably interfere with the Y.M.C.A. operations and that the Town shall respect all privacy requirements imposed by law.

8. Default. If, during the term of this Agreement, or any extension of the term, the Y.M.C.A. or the Town shall default in the performance of any of the covenants or conditions required by this Agreement, and if default is not corrected within fourteen (14) days after delivery of written notice specifying the default and sent by registered mail, the non-defaulting party shall have the right at its election to terminate this Agreement or, in the case that the Town is the non-defaulting party, to re-enter the Premises and remove all persons and/or improvements from the Premises, or to take any other action for the enforcement of any right or remedy available at law.

9. Waiver. The Y.M.C.A. covenants and agrees that, except as herein otherwise provided, the rights and remedies of the Town under this Agreement shall be cumulative and that the exercise of any one of them shall not be exclusive of any other right or remedy provided by this Agreement or

otherwise allowed by law or in equity and that waiver by the Town of any breach of any covenant or covenants or conditions of this Agreement shall be limited to the particular instance and shall not operate or be deemed to waive any other or further breach of any covenant or covenants or conditions or failure or omission on the part of the Y.M.C.A. to perform any other different covenant or condition on the same or any other occasion and that, except as aforesaid, the receipt of any monies or other amounts of any portion thereof shall not operate as a waiver of the Town's right to enforce the payment of subsequent installments of monies or any of the other rights of the Town under this Agreement, by any remedies which may be available to the Town.

10. Non-Appropriation. Notwithstanding any other provision of the Agreement, if the Municipality does not receive sufficient funds to fund this Agreement and other obligations of the Municipality, if funds are de-appropriated, or if the Municipality does not receive legal authority to expend funds from the Voters then the Municipality is not obligated to make payment under this Agreement.

11. Notices. All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and mailed or delivered by hand as follows:

The Town: Select Board
 Lyman Town Offices
 11 South Waterboro Road
 Lyman, ME 04002

The Y.M.C.A.: Sanford-Springvale Y.M.C.A.
 Executive Director
 P.O. Box 249
 1 Emile Lavoisier Drive
 Sanford, ME 04073

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice by the addressee to the other party.

11. Sublease or Assignment. As this Agreement is solely a management agreement, the Premises shall not be sublet in whole or in part. This Agreement may not be assigned or transferred, without the prior, express, and written consent of the Town. Any attempted unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Agreement at the Town's option.

12. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party, its officers, agents and employees from and against any and all expenses, claims, lawsuits, judgments and costs, including reasonable attorney's fees, that they may become liable to pay or defend as the result of the negligent acts, omissions or willful misconduct of the other party, or its officers, agents or employees, arising out of or in

connection with the other party's use of the Premises pursuant to this Agreement; provided, however, nothing herein shall be deemed or construed to be a waiver of the immunity of the Town or any of its employees under the Maine Torts Claims Act.

13. Insurance. The Y.M.C.A. and the Town of Lyman. shall obtain and maintain in full force and effect throughout the term of this Agreement (including any extensions) comprehensive general liability insurance with a company licensed to do business in the State of Maine in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The Y.M.C.A. and the Town of Lyman. shall include ~~the Town of Lyman~~ as an additional named insured on the Y.M.C.A.'s liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence; provided, further, that the Y.M.C.A. and the Town of Lyman. shall provide each other a Certificate of Insurance showing the same at the time of commencement of this Agreement. The Certificate of Insurance shall provide for a 30-day advance notice of cancellation to the Town.

Regardless, the Town acknowledges that it promulgates the rules of usage of the Park, and the Y.M.C.A. shall manage the Park in accordance with such rules, and as such it is agreed by the Town and the Y.M.C.A. that in regard to the public usage of the Park, the Y.M.C.A. shall not be responsible or liable for any claims stemming from the public usage of the Park, including, but not limited to, the usage of the public waterfront and the playground and sports activities areas, the enforcement for repeated inappropriate uses or behaviors by the public patrons, and public indulgence of behavior altering substances. As to the behaviors mentioned, the YMCA shall first seek to address them but if any matter escalates, theYMCA shall involve law enforcement officials as it has in the past.

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14. Amendment. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, as of the date first above written, the parties hereto have set their hands and seals by their authorized representatives.

INHABITANTS OF THE TOWN OF LYMAN

William Single Selectmen's Chair

David Dulong; Vice Chair

Thomas Guillemette

John E. Tibbetts;

Ralph "Rusty" Blackington

Witness:

Nancy Brandt; Selectmen's Clerk

SANFORD/SPRINGVALE Y.M.C.A.

By: Andrew Orazio
Its: Chief Executive Officer

ITEM #7: (b.) Handicap ramp expense info

Handicap Ramp for side door

Estimate from Thyng Paving – not to exceed \$2,500

Can take from either Capital Improvement or Town Hall Reserve

Capital Improvement = \$106,843

Town Hall Reserve = \$23,135

ITEM #7: (c.) Field Use Request Form

LYMAN PARKS & RECREATION

FIELD USE REQUEST FORM

11 South Waterboro Rd.

Lyman, Me. 04002

NAME OF ORGANIZATION: Massabesic United Soccer Club

TEAM NAME: _____

CONTACT PERSON: Andy Gray

EMAIL ADDRESS: grayman0210@gmail.com

ADDRESS: P.O. Box 377 Waterboro Maine

PHONE #:(home) _____ (work) _____ (cell) 207-590-7524

ALTERNATE CONTACT: Liz Mitchell

EMAIL ADDRESS: lvmitchell88@gmail.com

PHONE #:(home) _____ (work) _____ (cell) 207-521-6064

FIELD REQUESTED: Bunganut

PURPOSE: GAMES PRACTICES LEAGUE TOURNAMENT

BASEBALL SOFTBALL SOCCER OTHER

PITCHING DISTANCE: _____ BASE DISTANCE _____

AGE GROUP: 4 - 14 #OF PLAYERS: 250

RESIDENCE OF PLAYERS: Lyman, Waterboro, Limerick, Newfield

Shapleigh, Alfred

The application must be accompanied with a **complete listing** of all practices and/or games you are requesting with this application. Include all dates, days of the week and start/end times.

SIGNATURE: Sara Ouellette DATE: 2/27/23

PARKS & REC. SIGNATURE: _____ DATE: _____

APPROVED: _____ DATE: _____

NOTES: _____

MONTH: June

W/E 11th

DAYS: MON. TUES. WED. THUR.. FRI. SAT. SUN. (PLEASE CIRCLE)

TIMES: 2 pm - 4 pm

MONTH: August

W/E 1st 3 weeks

DAYS: MON. TUES. WED. THUR.. FRI. SAT. SUN. (PLEASE CIRCLE)

TIMES: 5pm - Dusk

MONTH: August

W/E last week

DAYS: MON. TUES. WED. THUR.. FRI. SAT. SUN. (PLEASE CIRCLE)

TIMES: mon - Fri - 5pm - Dusk

Saturday 8am - 5pm Sunday 8am - 5pm

MONTH: September

W/E _____

DAYS: MON. TUES. WED. THUR.. FRI. SAT. SUN. (PLEASE CIRCLE)

TIMES: Mon - Fri 5pm - Dusk

Saturday & Sunday 8am - 5pm

MONTH: October

W/E _____

DAYS: MON. TUES. WED. THUR.. FRI. SAT. SUN. (PLEASE CIRCLE)

TIMES: Mon - Fri 5pm - Dusk

Saturday & Sunday 8am - 5pm
