

**Town of Lyman**  
**Select Board Regular Meeting Agenda**  
**Monday September 5<sup>th</sup>, 2023 – Lyman Town Hall**

Welcome to the September 5<sup>th</sup>, 2023, Regular Meeting of The Lyman Board of Selectmen.  
This meeting is a public proceeding and is being recorded.

**PLEDGE OF ALLEGIANCE**

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

- a. Select Board Public Hearing regarding Initiated Referenda

**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 •*Thank you Letter from Lifeflight* • *DAR letter*

**ITEM #3**      **MINUTES**

- a. Review / Approve meeting minutes 8/21/2023

**ITEM #4**      **SIGN WARRANTS**

- a. Payroll Warrant #8 in the amount of **\$23,924.18**
- b. Accounts Payable Warrant #60 (FY2023) in the amount of **\$139,357.00**
- c. Accounts Payable Warrant #9 (FY2024) in the amount of **\$618,031.74**

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

- a. Discuss updates - Kennebunk Pond Committee regarding automated gate system

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

- a. Road Commissioner –
- b. Fire Chief –
- c. CEO –
- d. Tax Clerk –
- e. Assessor – 2023-2024 Commitment Summary & Historic Tax Information
- f. Treasurer – Expense Report
- g. Town Manager – Progress Report
- h. Other -

**ITEM #7**      **NEW BUSINESS**

- a. Discussion Shore Rd & discontinuing agreement to pay annually 250.00 for road maintenance, see notes
- b. Update contract for plowing of Town Hall
- c. Update contract for plowing of Transfer Station
- d. Review contract proposal for plowing at Bunganut Park
- e. Discuss / vote recommendations for warrant article 2 (Warrant for 10/3/23 town meeting)
- f. Review / Approve order for special town meeting 10/3/23
- g. Discuss YMCA contract for FY2025, renewal is up in October 2024
- h. Review / Approve Town Manager Contract

**OTHER**

**EXCECUTIVE SESSION**

- 1.M.R.S.A §405 (A) for discussion regarding Personnel Matters

**ADJOURN**

## ITEM #1: (a.) Public Hearing

# Town of Lyman

Select Board

Notice of Public Hearing

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The Select Board will hold a public hearing on

**Tuesday September 5, 2023, at 6:00pm**

located at the Lyman Town Hall for the purpose of presenting information and allowing public comment regarding an initiated referenda question as proposed:

“To see if the Town will vote to appropriate from surplus the sum of **\$134,746** for the **Salaries and Benefits** of the separate and distinct administrative positions of the Town Clerk and Select Board Clerk”

*The Select Board's regular meeting will follow after the public hearing.*

A Special Town Meeting has been scheduled to be held on October 3, 2023 at 7:00pm located at the Lyman Town Hall to vote on said article.

Lindsay Gagne

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Town Manager

Town Clerk

*Posted August 29<sup>th</sup>, 2023*

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Town of Lyman  
11 South Waterboro Rd  
Lyman, ME 04002

[townmanager@lyman-me.gov](mailto:townmanager@lyman-me.gov)  
Tel. (207)-247-0642  
Fax. (207)-499-7563

**Petition Total** **134,746.00**

		Town Clerk	SelectBoard Clerk
	Per Hr		
1950 Hrs	22.57	44,011.50	44,011.50
	Fica	3,366.88	3,366.88
Health	First 6	7,153.56	7,153.56
	Last 6 est	7,868.94	7,868.94
Dental	First 6	262.74	262.74
	Last 6 est	289.02	289.02
MPERS	10%	4,401.15	4,401.15
<b>COST</b>		<b>67,353.79</b>	<b>67,353.79</b>
	Balance Left		38.42

**FOR FY 2025 FUNDING (Estimated)**

		Town Clerk	SelectBoard Clerk
	Per Hr w 3% COLA		
1950 Hrs	23.2471	45,331.85	45,331.85
	Fica	3,467.89	3,467.89
Health	First 6	7,868.94	7,868.94
	Last 6 est	8,655.83	8,655.83
Dental	First 6	289.02	289.02
	Last 6 est	317.92	317.92
MPERS	10%	4,533.18	4,533.18
<b>COST</b>		<b>70,464.63</b>	<b>70,464.63</b>

**TOTAL** **140,929.26**

Valuation FY 2024 648,929,120  
648,929.12

**MIL RATE INCREASE** **0.22**

CURRENT MIL RATE 12.19

\$350,000 Assessed Value 77.00

## ITEM #2: (b.) Mail



# Thank You!

THE LIFEFLIGHT FOUNDATION

July 25, 2023

Town of Lyman  
11 S Waterboro Rd  
Lyman, ME 04002-7313

Dear Residents of Lyman,

*Thanks very much for this wonderfully generous gift. We truly depend upon and appreciate your support. Hope you all have a great August!*

**Thank you for the recent gift of \$1131 to the Community Giving Campaign.** Every town, city, plantation, and municipality in Maine is unique but a common thread ties us together -- Mainers recognize our great state as one large, connected community built upon the values of hard work, compassion, and a willingness to help a neighbor in need. Your generosity is symbolic of that shared commitment which is what makes Maine so special, and in our 25<sup>th</sup> year of serving the people of Maine, we are especially grateful for your support.

Last year was the busiest in our history, with more than 2500 patients safely transported. That means the call for help comes (on average) once every 3.5 hours! Patients range from being just minutes old to well in their 80s (and beyond) and come from every county in Maine.

Now in its 25th year as Maine's sole air medical provider, LifeFlight has become nationally and internationally recognized as a leader in the field of transport medicine for quality, safety, community service, and innovation. Taking care of people in a state as rural and rugged as Maine requires tremendous coordination, which is why LifeFlight is so grateful for our many partners in dispatch, fire/rescue, EMS, public safety, law enforcement, and hospitals across the state. **Each of these partners play an integral role and together we form the chain of survival for Mainers on what is often the worst day (or night) of their life.**

We recognize that the needs in every Maine community are greater and more complex than ever before. We are extremely grateful that you included LifeFlight among the organizations that you choose to support. The next time that you see or hear one of the LifeFlight of Maine helicopters in the skies above, we hope you'll take great pride in knowing what a difference your support makes for not only the residents of your community but for everyone who lives in and loves Maine.

With warmth and gratitude,

*Kate O'Halloran*

Kate O'Halloran  
Executive Director

*No goods or services were provided in consideration of this gift. All gifts are tax deductible to the fullest extent of the law. Please retain this receipt for your records.*



25  
Years

Celebrating 25 years of safely caring for and transporting the people of Maine.

PO Box 859, Augusta, ME 04332 | (207) 230-7092 | [www.lifeflightmaine.org](http://www.lifeflightmaine.org)

## ITEM #2: (b.) Mail



Sarah Dee, Chairman  
Constitution Week  
Rebecca Emery Chapter, NSDAR  
185 Hubbard Road  
Berwick, ME 03901  
(207)272-8086      Rebecca\_Emery@MaineDAR.org

August 27, 2023

Ralph Blackington, Chairman  
Board of Selectmen  
Town of Lyman  
11 South Waterboro Road  
Lyman, ME 04002

Dear Mr. Blackington:

Enclosed is a Constitution Week Proclamation. The Rebecca Emery Chapter of the National Society of the Daughters of the American Revolution is requesting Lyman's active participation in this year's celebration of our United States Constitution's 236th Anniversary. The DAR is a non-profit, volunteer service organization.

If you will date, sign and have sealed the Proclamation and display it at town hall, it will be our honor to include you in our yearly report provided to the National Society. We would also like to honor each town that participates in signing their Proclamation with a mention in our state DAR newsletter and in a newspaper article, and other publicity about Constitution Week.

I am hoping that someone could take a photo of the displayed Proclamation, and if you, or any other representatives of the town, would like to be in that photo – wonderful! And, then email me the photo. Rebecca\_Emery@MaineDAR.org

Please, contact me if you have questions; and please notify me if, when, the Proclamation is signed.

In anticipation of a favorable response, I thank you!

In DAR service to America,

A handwritten signature in blue ink that reads "Sarah Dee".

Sarah Dee

## *Constitution Week Proclamation*

*WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law;*

*and WHEREAS: September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention;*

*and WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it;*

*and WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,*

*NOW, THEREFORE I, Ralph Blackington by virtue of the authority vested in me as Chairman of the Board of Selectmen in the Town of Lyman in the State of Maine do hereby proclaim the week of September 17 through 23 as CONSTITUTION WEEK,*

*and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this \_\_\_\_\_ day of \_\_\_\_\_ of the year of our Lord two thousand twenty-three.*

*Signed \_\_\_\_\_*

*SEAL*

# ITEM #3: (a.) Minutes

Town of Lyman  
Select Board Meeting Minutes  
Monday August 21<sup>st</sup>, 2023 – Lyman Town Hall

*These are summary minutes in nature only and a full video recording of the proceeding is available to view on our YouTube channel at <https://www.youtube.com/@LymanTownHall/streams> or visit our website: <https://lyman-me.gov/committees/board-of-selectmen/agenda-and-minutes/>*

**Selectboard members present:** Rusty “Ralph” Blackington (Chair), Thomas Hatch (Vice Chair), Jessica Picard, Amber Swett, Victoria Gavel

**Selectboard members absent:** none

## 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.*

**Joseph Wagner** – Shares information regarding Maine Municipal Bond Bank as an option for funding municipal loans. This may be an avenue to obtain financing for the Town Hall Expansion. Asks the board to keep to the original wording of the article as proposed in the citizen’s petition. He asks the Board to consider using Lyman Elementary as the venue of the special town meeting. He asks for a sunset date to be set for the interim policy. He mentions at a previous select board meeting an individual was appointed to a committee whose misconduct he personally witnessed in this room some years ago and he thinks should preclude any participation in the governance for the Town as a municipal official.

- b. *Mail* •*Letter from Planning Board* •*Letter from Goodwin Mills Cemetery*  
Reviewed in meeting.

## ITEM #3                    MINUTES

- a. *Review / Approve meeting minutes 8/7/2023*

**Thomas Hatch** – Makes a motion to approve. Jessica Picard seconds the motion.

**Motion passes: 4-0-1 (Thomas Hatch, Jessica Picard, Amber Swett, Victoria Gave approve; Ralph Blackington abstains, he was not present for the meeting.)**

## ITEM #4                    SIGN WARRANTS

- a. *Payroll Warrant #6 in the amount of \$24,353.49*

**Amber Swett** – Motions to approve. Jessica Picard seconds. Motion passes: 5-0-0

- b. *Accounts Payable Warrant #59 (FY2023) in the amount of \$120,683.20*

**Jessica Picard** – Motions to approve. Amber Swett seconds. Motion passes: 5-0-0

- c. *Accounts Payable Warrant #7 (FY2024) in the amount of \$78,603.74*

**Thomas Hatch** – Motions to approve. Ralph Blackington seconds. Motion passes: 5-0-0

## ITEM #5                    UNFINISHED BUSINESS

- a. *RFPs for ARPA funded projects. Bunganut Ball Field, Transfer Station, Kennebunk Pond – Discussion, next steps, Bid updates received for Transfer Station & Kennebunk Pond Beach*

**Lindsay Gagne** – Explains there is a breakdown of different options for these projects. Depending on which bids are selected the board may have to consider taking additional funds from capitol improvement or other reserves.

**Victoria Gavel** – States she has visited the beach and has considered if the ADA ramp would encroach the beach area given its size and also cautions everything put into place will require future maintenance the Town would need to consider. She states she appreciates and respects the time

Town of Lyman  
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Monday August 21<sup>st</sup>, 2023 – Lyman Town Hall

and effort the committee has put into this project but also feels the Transfer Station is a high priority.

**Thomas Hatch** – States we are fully funding the Transfer Station, other than removing the paving section to the Salt Shed.

**Priscilla Ouelette** – Asks if Town has to provide ADA access when doing renovations to this park.

**Jessica Picard** – States this may just be for buildings, but the board could look into this.

**Karen Kane** – States the architect had talked to the committee about the space it would take up and concluded it wouldn't be much more than what the existing brush already envelops.

**Ken Burr** – States this is electronic and asks who will maintain it for routine maintenance and address damages that may occur. The bid does not detail the wiring and excavation for the gate.

**Thomas Hatch** – States the issue had been that there was a safety concern because of criminal activity. We had someone managing the gate, but safety concerns had come up.

**Karen Kane** – Explains this gate will be automated. Lyman residents will have a free pass, others will have a paid pass. Fishermen would have a free pass because the pond is stocked. The revenue generated would help fund maintenance for the gate. The gate would be unlocked from dawn to dusk, unless otherwise determined. If anyone had a pass, the gate would not work outside of those hours. You could always get out once you're in, however. The committee is looking into towing parked vehicles on the road. Non-residents could purchase passes at the Town Hall, or they've also considered getting neighboring businesses involved selling the passes. The DOT offers a \$5,000 rebate for the flashing beacons and will only offer it after we install it and they come and inspect it. The quote on the gate was locked in until possibly end of August or October. Knowing that prices will likely increase, the committee added an additional \$20,000 to cover potential increases. They only found one gate company to do work in this area.

**Victoria Gavel** – States if the board is in agreement with having the ADA accessibility, she would feel comfortable going with the lowest bid.

**Jessica Picard** – **Motions to award the Transfer Station bid to Dancause Construction based on the updated revised bid from July 23, 2023 in the amount of \$234,750.**

**Victoria Gavel** – **Seconds the motion. Motion passes: 5-0-0**

**Lindsay Gagne** – Explains depending what the remainder of the ARPA funds comes out to, the board may need to determine any excess spending will come out of a different reserve, likely capital improvement, and make a motion to authorize spending of that reserve.

**Amber Swett** – Asks if the \$5,000 grant is applied does it get applied to the ARPA funds. Something to check with the Treasurer possibly.

**Thomas Hatch** – **Motions to award \$87,497 for the low bid on Kennebunk Pond Beach with ADA access.**

**There is discussion of separating the bid price from GT Scapes and the Gate estimate.**

**Thomas Hatch revises his motion.**

**Thomas Hatch** – **Motions to accept the bid for GT Scapes of \$65,497.12**

**Amber Swett** – **Seconds the motion.**

**Jessica Picard** – **Clarifies this does include ADA access.**

**Motion Passes: 4-1-0 (Ralph Blackington, Thomas Hatch, Jessica Picard, Amber Swett in favor; Victoria Gavel opposed).**

**Thomas Hatch** – **Motions to award the \$22,000 for gate, camera purchase, installation, and architect oversight.**

**Amber Swett** – **Seconds the motion.**

**Jessica Picard** – **Asks where the internet will come from for the Gate. And programing cards and annual costs.**



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**Karen Kane – States they are meeting with the gate company on the 31<sup>st</sup> to discuss potential options.**

**Motion passes: 4-1-0 (Ralph Blackington, Thomas Hatch, Jessica Picard, Amber Swett in favor; Victoria Gavel opposed).**

**Jessica Picard – Motions for the \$600 difference to come out of capitol improvement.**

**Victoria Gavel – Seconds the motion. Motion passes: 5-0-0**

**Ralph Blackington – States the O.S.B behind the vinyl siding is getting wet and swelling due to the holes in the siding.**

**Victoria Gavel – Recommends patching the siding for now and addressing the safety concerns first.**

**Jessica Picard – Motions to award item one to repair and replace exterior existing stairs and railings to the second floor of the concession stand to BD carpentry for \$3,500 funded out of Capital Improvement.**

**Victoria Gavel – Seconds the motion.**

**There is discussion on the different bid prices.**

**Jessica Picard – Rescinds her motion.**

**Jessica Picard – Motions to award the bid to remove and replace existing exterior stairs and railings to the second floor of the concession stand to KCB landscaping for \$3,300 funded out of capitol improvement.**

**Thomas Hatch – Seconds the motion.**

**Victoria Gavel – States there are some added disposal fees that may change the dollar amount of the bid.**

**Jessica Picard – Rescinds her motion and asks Lindsay to contact the bidders and have them offer a bid on item one in the RFP only.**

**b. [Review / Approve Code of Ethics](#)**

**Amber Swett – Motions to approve the Code of Ethics.**

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

**ITEM #6**

**DEPARTMENT AND COMMITTEE REPORTS**

**a. [Road Commissioner](#) – none**

**Jessica Picard – States she has noticed a lot of visible work going on various roads and commends the road commissioner.**

**b. [Fire Chief](#) – none**

**c. [CEO](#) – none**

**d. [Tax Clerk](#) – none**

**e. [Treasurer – Expense Report 8-17-23](#) – reviewed in agenda packet**

**f. [Town Manager](#) – none**

**g. [IT Committee – Memorandum re: Letter of Recommendation](#)**

**Lindsay Gagne – Explains there are limited resources for block time usage for IT services, the board will want to consider and make sure we have budgeted enough funds for additional IT services. We can ask IT to give us a quote on time and services. MMA Risk Management also offers a grant for up to \$3,000 for safety items that include cameras. We could apply for this grant to help with costs. We could contact an electrician and ask them to price out their services. At this time, we don't know exactly what this would cost and would have to consider where the funds would come out of. The grant will help with some of the cost.**

**Jessica Picard – States she would like to have more information before coming to a decision.**

**h. [Other](#) - none**

Town of Lyman  
Select Board Meeting Minutes  
Monday August 21<sup>st</sup>, 2023 – Lyman Town Hall

**ITEM #7**

**NEW BUSINESS**

- a. **Review / Approve Warrant for September 11, 2023 Special Town Meeting**  
Amber Swett – Motions to approve the warrant for September 11, 2023 Special Town Meeting  
Victoria Gavel – Seconds the motion. Motion passes: 5-0-0
- b. **Citizens Petition for Warrant Article. Determine Article wording. Schedule Public Hearing**  
Jessica Picard – Motions to approve the proposed article language for this citizens petition.  
Victoria Gavel – Seconds the motion.  
Amber Swett – Verifies the wording has been reviewed by Town Council.  
Motion passes: 5-0-0  
Jessica Picard – Motions to hold a public hearing on September 5, 2023 at 6:00pm.  
Victoria Gavel – Seconds the motion. Motions passes: 5-0-0  
Jessica Picard – Asks if the board would want to schedule the town meeting at the Elementary school. There is discussion on the different costs associated with using the school. The board agrees to hold the Town Meeting at the Town Hall.  
Jessica Picard – States she recommends having the town meeting at 7:00pm to ensure people can attend.  
Jessica Picard – Motions to hold a Special Town Meeting on October 3<sup>rd</sup>, 2023 at 7:00pm  
Amber Swett – Seconds the motion. Motion passes: 5-0-0
- c. **Hold Harmless for S.M.A.S.H Request for waiver of certain items.**  
Victoria Gavel – Motions to waive section A, C, Article 4, Article 5, and Article 6 for SMASH  
Jessica Picard – Seconds the motion. Motion passes: 5-0-0
- d. **Review Committee Applicant – Comprehensive Plan Committee, 1 applicant**  
Thomas Hatch – Motions to accept her application.  
Victoria Gavel – Seconds the motion. Motion passes: 5-0-0
- e. **Appoint Ballot Clerks for September 11, 2023 Special Town Meeting**  
Jessica Picard – Motions to appoint Leila Roy, Barbara Hull, Katrina Randall and Irene Single as Ballot Clerks for the September 11, 2023 Special Town Meeting.  
Amber Swett – Seconds the motion. Motion Passes: 5-0-0  
Ralph Blackington – Motions to appoint Amber Swett and Jessica Picard as Ballot Clerks  
Thomas Hatch – Seconds the motion. Motions passes: 3-0-2 (Ralph Blackington, Victoria Gavel, Thomas Hatch in favor; Jessica Picard, Amber Swett abstain.)
- f. **Appoint Land Use Director**  
Jessica Picard – Motions to appoint Brenda Charland as Land Use Director  
Thomas Hatch – Seconds the motion. Motion Passes: 5-0-0
- g. **Appoint Administrative Clerk**  
Victoria Gavel – Motions to go into executive session under 1 M.R.S.A 405 (A) for discussion regarding personnel matters to talk about the Administrative Clerk position.  
Jessica Picard – Seconds the Motion.  
Victoria Gavel – States she doesn't care to discuss any other item except for that.  
Motions passes: 5-0-0  
Jessica Picard – Motions to come out of executive session  
Amber Swett – Seconds the motion. Motions passes: 5-0-0  
Jessica Picard – Motions to appoint Rebekah Thompson as Administrative Clerk  
Amber Swett – Seconds the motion. Motion Passes: 5-0-0

**OTHER**

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**Amber Swett** – States she noticed in the treasures expense report the tipping fees for waste disposal was greater than the tipping fees for recycling. She would recommend getting some type of magnetic sign to post on the compactor’s that reflects information as to the cost comparison of tipping fees between household waste and recycling showing the cost to the taxpayer. She would like to develop some education sessions with the Recycling and Waste Committee, once established, to be held at the Transfer station.

**Thomas Hatch** – Asks why the boy scouts pulled their bottle collection from the Transfer Station. It’s not determined why. They could consider other groups to put a bottle collection there.

**Victoria Gavel** – States there should be signage posted there is video and audio recording, so people are aware.

**EXECUTIVE SESSION**

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

Discussed under Item# 7 (g).

**ADJOURN**

**Victoria Gavel – Motions to adjourn. Amber Swett Seconds. Motions passes: 5-0-0**

\_\_\_\_\_  
Rusty “Ralph” Blackington

\_\_\_\_\_  
Amber Swett

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

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

\_\_\_\_\_  
Victoria Gavel

I, Lindsay Gagne, Town Manager of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 5 pages are the original minutes of the Select Board Meeting dated August 7<sup>th</sup>, 2023

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

# ITEM #4: (a.) Payroll Warrant

LYMAN  
8:30 AM

## Payroll Check Register

Pay Date: 09/06/2023

08/31/2023  
Page 1

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

1	1,550.34	0.00	1,550.34	09/06/23	79 SUSAN J BELLEROSE
2	1,896.08	0.00	1,896.08	09/06/23	029 BRENDA D CHARLAND
3	1,170.99	0.00	1,170.99	09/06/23	025 THOMAS M CROTEAU
4	15.93	0.00	15.93	09/06/23	100 KELLY J DEMERS
5	530.57	0.00	530.57	09/06/23	12 MARCEL DESROSIERS
6	15.93	0.00	15.93	09/06/23	043 CECILE M DUPUIS
7	2,327.15	0.00	2,327.15	09/06/23	028 LINDSAY GAGNE
8	1,856.44	0.00	1,856.44	09/06/23	016 LAURIE L GONSKA
9	274.28	0.00	274.28	09/06/23	117 PAUL HAKALA
10	15.93	0.00	15.93	09/06/23	74 DONALD M HERNON
11	256.42	0.00	256.42	09/06/23	007 THOMAS M HOLLAND
12	1,520.94	0.00	1,520.94	09/06/23	015 JEANETTE E LEMAY
13	742.02	0.00	742.02	09/06/23	036 JULIE LEMIEUX
14	1,283.23	0.00	1,283.23	09/06/23	041 RANDALL L MURRAY
15	417.24	0.00	417.24	09/06/23	19 BRIAN D. RACICOT
16	418.18	0.00	418.18	09/06/23	123 KYLE D RACICOT
17	470.40	0.00	470.40	09/06/23	002 DAVID W RILEY
18	107.94	0.00	107.94	09/06/23	020 DAVID H SANTORA
19	276.31	0.00	276.31	09/06/23	40 RAYMOND J VALLIERE
20	15.93	0.00	15.93	09/06/23	46 JOSEPH A WAGNER
<b>Total</b>	<b>15,162.25</b>	<b>0.00</b>	<b>15,162.25</b>		

### Direct Deposit Checks

21	0.00	15,162.25	15,162.25	09/06/23	D / D 1 BIDDEFORD SAVINGS BANK
<b>Total</b>	<b>0.00</b>	<b>15,162.25</b>	<b>15,162.25</b>		

### Trust & Agency Checks

22	0.00	5,570.44	5,570.44	09/06/23	T & A 1 I.R.S.
23	0.00	966.43	966.43	09/06/23	T & A 3 ICMA
24	0.00	976.63	976.63	09/06/23	T & A 2 MAINE REVENUE SERVICES
25	0.00	1,248.43	1,248.43	09/06/23	T & A 9 MPERS
<b>Total</b>	<b>0.00</b>	<b>8,761.93</b>	<b>8,761.93</b>		

### Summary

Checks:	Regular	0.00	20
	D / D	15,162.25	1
	Employee	15,162.25	
	T & A	8,761.93	4
	Voided		0
<b>Total</b>		<b>23,924.18</b>	<b>25</b>

WARRANT: 8

Check	D / D	Check	Employee	Gross Pay
1	1,550.34	0.00	79 SUSAN J BELLEROSE	2,222.87
2	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
3	1,170.99	0.00	025 THOMAS M CROTEAU	1,733.14
4	15.93	0.00	100 KELLY J DEMERS	17.25
5	530.57	0.00	12 MARCEL DESROSIERS	634.94
6	15.93	0.00	043 CECILE M DUPUIS	17.25
7	2,327.15	0.00	028 LINDSAY GAGNE	3,301.92
8	1,856.44	0.00	016 LAURIE L GONSKA	2,913.46
9	274.28	0.00	117 PAUL HAKALA	297.00
10	15.93	0.00	74 DONALD M HERNON	17.25
11	256.42	0.00	007 THOMAS M HOLLAND	286.85
12	1,520.94	0.00	015 JEANETTE E LEMAY	2,405.15
13	742.02	0.00	036 JULIE LEMIEUX	1,002.75
14	1,283.23	0.00	041 RANDALL L MURRAY	1,960.80
15	417.24	0.00	19 BRIAN D. RACICOT	507.36
16	418.18	0.00	123 KYLE D RACICOT	495.94
17	470.40	0.00	002 DAVID W RILEY	509.37
18	107.94	0.00	020 DAVID H SANTORA	116.88
19	276.31	0.00	40 RAYMOND J VALLIERE	299.20
20	15.93	0.00	46 JOSEPH A WAGNER	17.25
21	0.00	15,162.25	D / D 1 BIDDEFORD SAVINGS BANK	
22	0.00	5,570.44	T & A 1 I.R.S.	
23	0.00	966.43	T & A 3 ICMA	
24	0.00	976.63	T & A 2 MAINE REVENUE SERVICES	
25	0.00	1,248.43	T & A 9 MPERS	
<b>Total</b>	<b>15,162.25</b>	<b>23,924.18</b>		<b>21,531.77</b>

Put into A/P **9,208.14**  
 Taken out of A/P **(8,761.93)**  
**Total Payroll 24,370.39**

Count  
 Checks 25

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

RALPH BLACKINGTON \_\_\_\_\_  
 THOMAS HATCH \_\_\_\_\_  
 JESSICA PICARD \_\_\_\_\_  
 VICTORIA GAVEL \_\_\_\_\_  
 AMBER SWETT \_\_\_\_\_

# ITEM #4: (b.) AP Warrant FY2023

FY 23

Lyman-2023  
9:59 AM

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

08/31/2023  
Page 1

Type	Check	Amount	Date	Wrnt	Payee
R	10006	111,457.00	09/06/23	60	0151 DAYTON SAND & GRAVEL, CO.,INC.
R	10007	10,500.00	09/06/23	60	0155 GERARD TREE SERVICE
R	10008	2,100.00	09/06/23	60	0125 JAMES H THOMAS
R	10009	6,500.00	09/06/23	60	0235 MUNICIPAL RESOURCES INC
R	10010	8,800.00	09/06/23	60	0277 TINKER TOM EXCAVATOR
<b>Total</b>		<b>139,357.00</b>			

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

**A / P Warrant**

*FY23*

Warrant 60

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>00151 DAYTON SAND &amp; GRAVEL, CO., INC.</b>						
0840	10006	06	52800		008623-7	
52800			E 131-51-40-483		6,120.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Invoice Total-</b>		<b>6,120.00</b>	
0840	10006	06	52800		008623-8	
52800			E 131-51-40-482		6,120.00	0.00
			REPAIRS & MA / RDS/RESURFA			
			<b>Invoice Total-</b>		<b>6,120.00</b>	
0840	10006	06	52800		008623-9	
DEER HILL			E 131-51-40-481		63,217.00	13,500.00
			REPAIRS & MA / RDS/CONSTRUC			
52800			E 131-51-40-482		36,000.00	36,000.00
			REPAIRS & MA / RDS/RESURFA			
			<b>Invoice Total-</b>		<b>99,217.00</b>	
			<b>Vendor Total-</b>		<b>111,457.00</b>	
<b>00155 GERARD TREE SERVICE</b>						
0840	10007	06	WALKER RD		11432	
WALKER RD			E 131-51-40-483		10,500.00	10,500.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Vendor Total-</b>		<b>10,500.00</b>	
<b>00125 JAMES H THOMAS</b>						
0840	10008	06	MAPING		071523	
MAPING			E 181-11-33-310		2,100.00	2,500.00
			CONT PROF / PROF SERV			
			<b>Vendor Total-</b>		<b>2,100.00</b>	
<b>00235 MUNICIPAL RESOURCES INC</b>						
0840	10009	06	HR JOB STUD		MRISECONDHAF	
HR JOB STUD			E 181-11-90-991		6,500.00	6,500.00
			OTHER / HR JOB STUDY			
			<b>Vendor Total-</b>		<b>6,500.00</b>	
<b>00277 TINKER TOM EXCAVATOR</b>						
0840	10010	06	GRASSHOPPER LN		0016	
GRASSHOPPER LN			E 131-51-40-483		8,800.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Vendor Total-</b>		<b>8,800.00</b>	

**A / P Warrant**

*F-123*

Warrant 60

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account		Proj	Amount	
			<b>Prepaid Total-</b>	<b>0.00</b>	
			<b>Current Total-</b>	<b>139,357.00</b>	
			<b>EFT Total-</b>	<b>0.00</b>	
			<b>Warrant Total-</b>	<b>139,357.00</b>	

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

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JESSICA PICARD \_\_\_\_\_  
VICTORIA GAVEL \_\_\_\_\_  
AMBER SWETT \_\_\_\_\_



# ITEM #4: (c.) AP Warrant FY2024

Lyman  
10:33 AM

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

FY24

08/31/2023  
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	10004	10,544.04	08/21/23	9	0569 SECRETARY OF STATE
P	10005	8,744.58	08/28/23	9	0569 SECRETARY OF STATE
R	10011	4,800.00	09/06/23	9	0286 AFFORDABLE MARKERS
R	10012	36.99	09/06/23	9	0218 AMAZON CAPITAL SERVICES
R	10013	2,290.00	09/06/23	9	0022 BEAN DATA
R	10014	32.00	09/06/23	9	0994 CINTAS CORPORATION- # 758
R	10015	125.00	09/06/23	9	0211 CRIPPLE CREEK CORPORATION
R	10016	1,090.00	09/06/23	9	0133 DAVID W. RILEY
R	10017	40,500.00	09/06/23	9	0248 DAYTON SNOW FIGHTERS INC.
R	10018	52,515.92	09/06/23	9	0233 GOODWINS MILLS FIRE & RESCUE
R	10019	500.00	09/06/23	9	0284 HALF MOON JUG BAND
R	10020	500.00	09/06/23	9	0230 JESSICAS CLEANING SERVICE
R	10021	5,380.09	09/06/23	9	0311 KCB LANDSCAPING
R	10022	2,199.00	09/06/23	9	0177 KYOCERA DOCUMENT SOLUTIONS NE INC
R	10023	80.00	09/06/23	9	0379 MAINE TOWN & CITY CLERKS ASSOC
R	10024	780.24	09/06/23	9	1111 MARCEL DESROSIERS
R	10025	2,897.81	09/06/23	9	1013 MPX BUSINESS SOLUTIONS
R	10026	350.00	09/06/23	9	0047 NEST & SONS, INC.
R	10027	692.50	09/06/23	9	0256 POTTYS-R-US
R	10028	19.99	09/06/23	9	0084 READYREFRESH BY NESTLE
R	10029	466,437.06	09/06/23	9	0419 RSU #57
R	10030	12,300.00	09/06/23	9	0176 SANFORD - SPRINGVALE YMCA
R	10031	48.49	09/06/23	9	0234 STEPHEN D. CARPENTERI
R	10032	4,450.00	09/06/23	9	0277 TINKER TOM EXCAVATOR
R	10033	115.91	09/06/23	9	0985 WARRENS OFFICE SUPPLIES
R	10034	266.21	09/06/23	9	0675 WHITE SIGN, INC.
P	99999	335.91	09/06/23	9	0095 CARDMEMBER SERVICE
<b>Total</b>		<b>618,031.74</b>			

Count	
Checks	27
Voids	0

**A / P Warrant**

Warrant 9

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00286 AFFORDABLE MARKERS</b>						
0120	10011	09	24 VETERN MARK	1223		
24 VETERN MARK			E 181-15-37-399		4,800.00	4,800.00
			CONT OUT / CONT SVS OTH			
			<b>Vendor Total-</b>		<b>4,800.00</b>	
<b>00218 AMAZON CAPITAL SERVICES</b>						
0120	10012	09	SUPPLIES	1F9D-N6LX-T3CF		
SUPPLIES			E 110-11-60-610		36.99	0.00
			SUPPLIES / SUPPLIES			
			<b>Vendor Total-</b>		<b>36.99</b>	
<b>00022 BEAN DATA</b>						
0120	10013	09	MONTHLY SERVICE	1483		
MONTHLY SERVICE			E 110-11-32-310		2,290.00	2,290.00
			CTRCT SVS EQ / PROF SVS			
			<b>Vendor Total-</b>		<b>2,290.00</b>	
<b>00095 CARDMEMBER SERVICE</b>						
0120	99999	09	STAMPS	082823		
STAMPS			E 110-11-60-650		335.91	0.00
			SUPPLIES / POSTAGE			
			<b>Vendor Total-</b>		<b>335.91</b>	
<b>00994 CINTAS CORPORATION- # 758</b>						
0120	10014	09	13117643	4165359721		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
			<b>Vendor Total-</b>		<b>32.00</b>	
<b>00211 CRIPPLE CREEK CORPORATION</b>						
0120	10015	09	STORAGE	CRIPCT2024		
STORAGE			E 110-11-39-399		125.00	125.00
			CONT SVS OTH / OTHER			
			<b>Vendor Total-</b>		<b>125.00</b>	
<b>00133 DAVID W. RILEY</b>						
0120	10016	09	SERVICES	083123		
P&R TRASH REMOVAL			E 145-21-31-330		300.00	0.00
			CTRCT SVS BL / WASTE SVS			
ROADS REPAIRS/MAINT			E 131-51-40-483		560.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
ROADS - SIGNS			E 148-51-60-670		120.00	0.00
			SUPPLIES / SIGNS			
BUNGANUT TRASH REMOVAL			E 145-22-31-330		40.00	0.00
			CTRCT SVS BL / WASTE SVS			
ROADSIDE TRASH PICKUP			E 145-51-31-330		40.00	0.00
			CTRCT SVS BL / WASTE SVS			
TOWN HALL TRASH			E 145-11-31-330		30.00	0.00
			CTRCT SVS BL / WASTE SVS			
			<b>Vendor Total-</b>		<b>1,090.00</b>	
<b>00248 DAYTON SNOW FIGHTERS INC.</b>						
0120	10017	09	PLOWING	DAYSEP2024		
PLOWING			E 143-51-31-360		40,500.00	40,500.00
			CTRCT SVS BL / PLOW & SAND			

**A / P Warrant**

Warrant 9

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				<b>Vendor Total-</b>	<b>40,500.00</b>	
<b>00233 GOODWINS MILLS FIRE &amp; RESCUE</b>						
0120	10018	09	GMFR		GMFRSEP24	
GMFR			E 186-91-37-392		16,185.25	16,185.25
		CONT OUT	/ GMFR CONTRAC			
GMFR			E 186-91-37-391		36,330.67	36,330.67
		CONT OUT	/ GMFR PERSONN			
				<b>Vendor Total-</b>	<b>52,515.92</b>	
<b>00284 HALF MOON JUG BAND</b>						
0120	10019	09	8/17 CONCERT IN THE PARK		67890	
8/17 CONCERT IN THE PARK			E 161-21-90-940		500.00	0.00
		OTHER	/ REC PROGRAMS			
				<b>Vendor Total-</b>	<b>500.00</b>	
<b>00230 JESSICAS CLEANING SERVICE</b>						
0120	10020	09	CLEANING SERVICES		99.379	
TH CLEANING SERVICE			E 141-11-31-310		500.00	0.00
		CTRCT SVS BL	/ PROF SVS			
				<b>Vendor Total-</b>	<b>500.00</b>	
<b>00311 KCB LANDSCAPING</b>						
0120	10021	09	MOWING		KCBSEP2024	
MOWING			E 142-90-31-370		5,380.09	5,380.09
		CTRCT SVS BL	/ MOWING			
				<b>Vendor Total-</b>	<b>5,380.09</b>	
<b>00177 KYOCERA DOCUMENT SOLUTIONS NE INC</b>						
0120	10022	09	PRINTERS TAX OFFICE		55L2375237	
PRINTERS TAX OFFICE			E 191-11-70-730		1,595.00	0.00
		EQUIPMENT	/ OFFICE EQUIP			
				<b>Invoice Total-</b>	<b>1,595.00</b>	
0120	10022	09	COST PER COPY		55L2375571	
COST PER COPY			E 110-11-32-310		604.00	0.00
		CTRCT SVS EQ	/ PROF SVS			
				<b>Invoice Total-</b>	<b>604.00</b>	
				<b>Vendor Total-</b>	<b>2,199.00</b>	
<b>00379 MAINE TOWN &amp; CITY CLERKS ASSOC</b>						
0120	10023	09	11790-0		1000445685	
GAGNE			E 102-31-20-280		80.00	0.00
		BENEFITS	/ TRAINING			
				<b>Vendor Total-</b>	<b>80.00</b>	
<b>01111 MARCEL DESROSIERS</b>						
0120	10024	09	MILEAGE		07/28-08/28	
MILEAGE			E 110-11-90-910		780.24	0.00
		OTHER	/ MILEAGE/TRAV			
				<b>Vendor Total-</b>	<b>780.24</b>	
<b>01013 MPX BUSINESS SOLUTIONS</b>						
0120	10025	09	TAX BILLS		168414	
TAX BILLS			E 110-11-80-860		1,346.39	0.00
		ADVER, PRINT	/ TAX BILLS			
				<b>Invoice Total-</b>	<b>1,346.39</b>	

**A / P Warrant**

Warrant 9

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0120	10025	09	POSTAGE		157478-P	
POSTAGE			E 110-11-80-860		1,551.42	0.00
			ADVER, PRINT / TAX BILLS			
			<b>Invoice Total-</b>		<b>1,551.42</b>	
			<b>Vendor Total-</b>		<b>2,897.81</b>	
<b>00047 NEST &amp; SONS, INC.</b>						
0120	10026	09	SEPTIC FIND		57487	
SEPTIC FIND			E 191-31-70-790		350.00	350.00
			EQUIPMENT / OTHER EQUIP			
			<b>Vendor Total-</b>		<b>350.00</b>	
<b>00256 POTTYS-R-US</b>						
0120	10027	09	PORTA-POTS		26413	
BUNGANUT			E 145-22-35-331		237.50	0.00
			CTRCT SVS WA / PROF PORTA P			
			<b>Invoice Total-</b>		<b>237.50</b>	
0120	10027	09	PORTA-POTS		26233	
BUNGANUT			E 145-22-35-331		185.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			<b>Invoice Total-</b>		<b>185.00</b>	
0120	10027	09	PORTA-POTS		26387	
KENNEBUNK POND			E 145-21-35-331		85.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			<b>Invoice Total-</b>		<b>85.00</b>	
0120	10027	09	PORTA-POTS		26319	
CHADBOURNE FIELD			E 145-21-35-331		185.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			<b>Invoice Total-</b>		<b>185.00</b>	
			<b>Vendor Total-</b>		<b>692.50</b>	
<b>00084 READYREFRESH BY NESTLE</b>						
0120	10028	09	0427507058		455592	
H20 0427507058			E 110-11-60-610		19.99	0.00
			SUPPLIES / SUPPLIES			
			<b>Vendor Total-</b>		<b>19.99</b>	
<b>00419 RSU #57</b>						
0120	10029	09	APPROPRIATION		SCHLSEP2024	
APPROPRIATION			E 195-92-90-999		466,437.06	466,437.06
			OTHER / MISC			
			<b>Vendor Total-</b>		<b>466,437.06</b>	
<b>00176 SANFORD - SPRINGVALE YMCA</b>						
0120	10030	09	SEPTEMEBER		YMCASEP2024	
SEPTEMEBER			E 181-22-37-399		12,300.00	12,300.00
			CONT OUT / CONT SVS OTH			
			<b>Vendor Total-</b>		<b>12,300.00</b>	
<b>00569 SECRETARY OF STATE</b>						
0120	10004	09	31170		08/10-08/17	
31170			G 1-250-00		10,544.04	0.00
			MTR VEHICLE			
			<b>Invoice Total-</b>		<b>10,544.04</b>	

**A / P Warrant**

Warrant 9

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0120	10005	09	31170		08/17-08/24	
31170			G 1-250-00		8,744.58	0.00
			MTR VEHICLE			
			<b>Invoice Total-</b>		<b>8,744.58</b>	
			<b>Vendor Total-</b>		<b>19,288.62</b>	
<b>00234 STEPHEN D. CARPENTERI</b>						
0120	10031	09	REIMB SUPPLIES		165815	
REIMB SUPPLIES			E 181-15-37-399		48.49	0.00
			CONT OUT / CONT SVS OTH			
			<b>Vendor Total-</b>		<b>48.49</b>	
<b>00277 TINKER TOM EXCAVATOR</b>						
0120	10032	09	CLEAN & DITCH BRIDGE		0015	
CLEAN & DITCH BRIDGE			E 131-51-40-483		2,750.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Invoice Total-</b>		<b>2,750.00</b>	
0120	10032	09	FROST RD		0014	
FROST RD			E 131-51-40-483		1,700.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Invoice Total-</b>		<b>1,700.00</b>	
			<b>Vendor Total-</b>		<b>4,450.00</b>	
<b>00985 WARRENS OFFICE SUPPLIES</b>						
0120	10033	09	TOWLYM		521751-00	
TOWLYM			E 110-11-60-610		115.91	0.00
			SUPPLIES / SUPPLIES			
			<b>Vendor Total-</b>		<b>115.91</b>	
<b>00675 WHITE SIGN, INC.</b>						
0120	10034	09	SIGNS		128167	
WLYM153570			E 148-51-60-670		266.21	0.00
			SUPPLIES / SIGNS			
			<b>Vendor Total-</b>		<b>266.21</b>	
			<b>Prepaid Total-</b>		<b>19,624.53</b>	
			<b>Current Total-</b>		<b>598,407.21</b>	
			<b>EFT Total-</b>		<b>0.00</b>	
			<b>Warrant Total-</b>		<b>618,031.74</b>	

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

TOWM OF LYMAN, BOARD OF SELECTMEN  
 RALPH BLACKINGTON \_\_\_\_\_  
 THOMAS HATCH \_\_\_\_\_  
 JESSICA PICARD \_\_\_\_\_  
 VICTORIA GAVEL \_\_\_\_\_  
 AMBER SWETT \_\_\_\_\_

# ITEM #5: (a.) Kennebunk Pond Beach Project Updates

## Town of Lyman - ARPA Funds Procurement Policy

For the purpose policy “Entity” is defined as contractor, subcontractor, successor, transferee, assignee or vendor.

### Purchases of \$0.00 to \$5,000:

- 1) A purchase order signed by the Town Manager is REQUIRED prior to engaging in any obligation with any “Entity”.
- 2) A copy of the Town of Lyman Maine ARPA Contract/Agreement Addendum MUST be provided to the “Entity”, signed and the original copy returned to Lyman Town Hall.

### Purchases of \$5,000 to \$10,000:

- 1) REQUIRES: at least 3 competitive quotes in writing
- 2) A purchase order, with copies of the 3 quotes, must be turned into the Town Manager for review and signature.
- 3) A purchase order signed by the Town Manager is REQUIRED prior to engaging in any obligation with any “Entity”.
  - 3) A copy of the Town of Lyman Maine ARPA Contract/Agreement Addendum MUST be provided to the “Entity”, signed and the original copy returned to Lyman Town Hall.

### Purchases of \$10,000 to \$360,000:

- 1) REQUIRES: A formal bid

#### Formal Bid:

Must be publicly advertised with efficient response time

Must be for a fixed price

Must be Complete, Adequate and Realistic

Must be solicited from an adequate number of qualified sources

Must be opened publicly

Must be awarded to the lowest responsible bidder

- 2) Upon notification the “Entity” must submit a formal contract to the Town and must contain the required language as set forth in the Town’s Assurances of Compliance with Title VI of the Civil Rights Act of 1964 signed on September 16, 2021.
- 3) A purchase order, with all bid materials, must be turned into the Town Manager for review and signature.
- 4) A purchase order signed by the Town Manager is REQUIRED prior to engaging in any obligation with any “Entity”.
- 5) A copy of the Town of Lyman Maine ARPA Contract/Agreement Addendum MUST be provided to the “Entity” signed and the original copy returned to Lyman Town Hall.

e-mail

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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



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

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

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

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

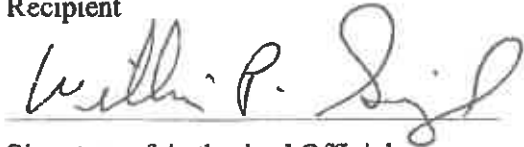
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with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

Town of Lyman

09/16/2021

Recipient

Date



Chairman of the Board

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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

e-mail

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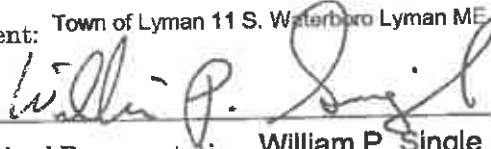
U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] Town of Lyman 11 S. Waterboro Lyman ME 04002	DUNS Number: [Recipient to provide] 026528724 Taxpayer Identification Number: [Recipient to provide] 01-6000248 Assistance Listing Number: 21.027
-------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

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

  
Authorized Representative: William P. Single

Title: Chairman - Lyman Board of Selectmen

Date signed: 09/16/2021

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date:

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

# Uniform Guidance & American Rescue Plan Act Funding

*By: Phil Saucier & Amanda Methot*

## In Brief

Did you know reporting is not the only requirement for use of American Rescue Plan Act (ARPA) funds? Federal Uniform Guidance rules apply as well.

Uniform Guidance? Never heard of it? Don't worry, we've got you covered.

## What You Should Know

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

## Financial Management

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

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

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

## Procurement

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

### Non-competitive bids are allowed if:

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

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



## Contracts

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

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

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

## Bottom Line

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

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

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### **PUBLICATIONS**

24 May 2012

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

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### **PUBLICATIONS**

16 May 2012

Court Holds City's Policy is Unconstitutional

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## **PUBLICATIONS**

1 Jun 2012

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

# ITEM #6: (f.) Assessor Report

<b>2023-2024 COMMITMENT SUMMARY</b>			
	Current Fiscal Year <b>2023-2024</b>	Prior Fiscal Year <b>2022-2023</b>	Difference
Certified Ratio: 89%			
<b>*State reimbursements adjusted to certified ratio</b>			
Mill Rate p/\$1,000	\$ 12.19	\$ 11.70	\$ 0.49
	0.01219	0.01170	0.00049
<b>Valuation Base:</b>			
Taxable Real & Personal Property	\$ 648,929,120	\$ 637,493,600	\$ 11,435,520
State Homestead Reimbursement	+ \$ 19,901,740 (@ 76%)	+ \$ 21,086,050 (@ 73%)	\$ (1,184,310)
State BETE Reimbursement	+ \$ 800,500 (@ 50%)	+ \$ 850,000 (@ 50%)	\$ (49,500)
<b>Total Valuation Base:</b>	<b>\$ 669,631,360</b>	<b>\$ 659,429,650</b>	<b>\$ 10,201,710</b>
<b>Appropriations (Spending):</b>			
Education	\$ 5,597,245	\$ 5,503,499	\$ 93,746
Municipal	\$ 4,385,374	\$ 3,946,986	\$ 438,388
County	\$ 335,184	\$ 300,390	\$ 34,794
<b>Total Appropriations:</b>	<b>\$ 10,317,803</b>	<b>\$ 9,750,875</b>	<b>\$ 566,928</b>
LESS:			
<b>Deductions:</b>			
State Municipal Revenue Sharing	\$ (450,387)	\$ (420,994)	\$ (29,393)
Other Revenues - i.e. Excise, Appropriated Surplus, etc.	\$ (1,720,000)	\$ (1,670,000)	\$ (50,000)
<b>Total Deductions:</b>	<b>\$ (2,170,387)</b>	<b>\$ (2,090,994)</b>	<b>\$ (79,393)</b>
<b>TOTAL TO BE RAISED BY TAXES:</b>	<b>\$ 8,147,416</b>	<b>\$ 7,659,881</b>	<b>\$ 487,535</b>
<b>Mill Rate:</b>			
Total to be raised by taxes ÷ Total Valuation Base = Minimum Mill Rate Calculation x (100% + Overlay Percentage) = Chosen Mill Rate			
8,147,416 ÷ 669,631,360 = 0.01216 x 100.2% = 0.01219			
<b>Tax For Commitment:</b>			
Taxable Real & Personal Property x Mill Rate = Tax for Commitment			
648,929,120 x 0.01219 = 7,910,446			
<b>Overlay:</b>			
Tax for Commitment + Homestead & BETE Reimbursements - Total to be raised by taxes = Overlay			
7,910,446 + 242,602 + 9,758 - 8,147,416 = 15,390 (.2%)			
<b>*Numbers rounded</b>			
		Respectfully Submitted,	8/21/2023
		Laurie Gonska, CMA	

Lyman Historic Tax Information														
Year	Commitment		Abatement		Tax		Certified		Interest		Due		Homestead	
	Date		Deadline		Rate		Ratio	Rate	Date 1	Date 2	Value			
1998-1999					\$ 12.85		100%				\$	13,000		
1999-2000					\$ 12.85		100%				\$	13,000		
2000-2001					\$ 12.40		100%				\$	13,000		
2001-2002					\$ 12.25		100%				\$	13,000		
2002-2003					\$ 12.25		97%				\$	12,610		
2003-2004					\$ 12.90		90%				\$	11,700		
2004-2005					\$ 11.00		100%				\$	13,000		
2005-2006	9/7/2005		3/11/2006		\$ 12.00		100%	7.75%			\$	13,000		
2006-2007	9/8/2006		3/12/2007		\$ 12.00		84%	11.00%			\$	10,920		
2007-2008	10/1/2007		4/3/2008		\$ 9.65		93%	12.00%			\$	12,090		
2008-2009	8/27/2008		2/28/2009		\$ 10.05		87%	9.65%			\$	11,310		
2009-2010	8/25/2009		2/26/2010		\$ 10.22		86%	9.00%			\$	11,180		
2010-2011	8/20/2010		2/21/2011		\$ 11.65		90%	7.00%			\$	9,000		
2011-2012	8/11/2011		2/12/2012		\$ 11.50		95%	7.00%			\$	9,500		
2012-2013	8/27/2012		2/28/2013		\$ 11.70		95%	7.00%			\$	9,500		
2013-2014	8/27/2013		2/28/2014		\$ 12.12		100%	7.00%			\$	10,000		
2014-2015	8/28/2014		3/1/2015		\$ 12.15		100%	7.00%			\$	10,000		
2015-2016	8/3/2015		2/4/2016		\$ 12.40		100%	7.00%			\$	10,000		
2016-2017	8/9/2016		2/10/2017		\$ 12.45		100%	7.00%	10/3/2016	4/3/2017	\$	15,000		
2017-2018	8/16/2017		2/17/2018		\$ 12.49		100%	7.00%	10/3/2017	4/3/2018	\$	20,000		
2018-2019	8/21/2018		2/22/2019		\$ 12.10		100%	7.00%	10/1/2018	4/1/2019	\$	20,000		
2019-2020	8/27/2019		2/28/2020		\$ 10.47		100%	9.00%	10/1/2019	4/1/2020	\$	20,000		
2020-2021	10/15/2020		4/18/2021		\$ 10.75		100%	7.00%	11/16/2020	5/16/2021	\$	25,000		
2021-2022	10/5/2021		4/8/2022		\$ 11.48		100%	6.00%	11/1/2021	4/1/2022	\$	25,000		
2022-2023	8/17/2022		2/13/2023		\$ 11.70		100%	4.00%	10/3/2022	4/3/2023	\$	25,000		
2023-2024	8/14/2023		2/15/2024		\$ 12.19		89%	7.00%	10/3/2023	4/3/2024	\$	22,250		

**Expense Summary Report**

FUND: 1  
ALL Months

**ITEM #6: (f.) Treasurers Expense Report 8-31-2023**

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>11 - TOWN HALL</b>	<b>438,668.00</b>	<b>0.00</b>	<b>438,668.00</b>	<b>70,871.93</b>	<b>0.00</b>	<b>367,796.07</b>
10 - SALARIES	438,668.00	0.00	438,668.00	70,871.93	0.00	367,796.07
101 - TOWN MGR	100,755.00	0.00	100,755.00	16,509.60	0.00	84,245.40
103 - TREASURER	62,534.00	0.00	62,534.00	12,025.75	0.00	50,508.25
105 - TAX COLLECT	55,751.00	0.00	55,751.00	9,220.29	0.00	46,530.71
106 - ADMIN CLERK	51,578.00	0.00	51,578.00	1,000.00	0.00	50,578.00
115 - ASSESSOR	75,750.00	0.00	75,750.00	14,567.30	0.00	61,182.70
141 - CEO	65,000.00	0.00	65,000.00	12,500.00	0.00	52,500.00
142 - CEO CLERK	27,300.00	0.00	27,300.00	4,110.75	0.00	23,189.25
143 - ELECTRICIAN	0.00	0.00	0.00	938.24	0.00	-938.24
<b>13 - ELECTIONS</b>	<b>14,818.00</b>	<b>0.00</b>	<b>14,818.00</b>	<b>115.38</b>	<b>0.00</b>	<b>14,702.62</b>
10 - SALARIES	14,818.00	0.00	14,818.00	115.38	0.00	14,702.62
182 - BALLOT CLERK	8,478.00	0.00	8,478.00	0.00	0.00	8,478.00
183 - TM MODERATOR	340.00	0.00	340.00	0.00	0.00	340.00
184 - REGISTRAR	6,000.00	0.00	6,000.00	115.38	0.00	5,884.62
<b>17 - PLANNING</b>	<b>3,580.00</b>	<b>0.00</b>	<b>3,580.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,580.00</b>
10 - SALARIES	3,580.00	0.00	3,580.00	0.00	0.00	3,580.00
147 - PB	3,580.00	0.00	3,580.00	0.00	0.00	3,580.00
<b>18 - APPEALS BD</b>	<b>373.00</b>	<b>0.00</b>	<b>373.00</b>	<b>0.00</b>	<b>0.00</b>	<b>373.00</b>
10 - SALARIES	373.00	0.00	373.00	0.00	0.00	373.00
148 - APPEALS BOAR	373.00	0.00	373.00	0.00	0.00	373.00
<b>21 - RECREATION</b>	<b>3,960.00</b>	<b>0.00</b>	<b>3,960.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,960.00</b>
10 - SALARIES	3,960.00	0.00	3,960.00	0.00	0.00	3,960.00
127 - REC DIRECT	3,960.00	0.00	3,960.00	0.00	0.00	3,960.00
<b>31 - TRANSFER STA</b>	<b>124,121.00</b>	<b>0.00</b>	<b>124,121.00</b>	<b>20,130.43</b>	<b>0.00</b>	<b>103,990.57</b>
10 - SALARIES	124,121.00	0.00	124,121.00	20,130.43	0.00	103,990.57
131 - TRF STATION	123,121.00	0.00	123,121.00	20,130.43	0.00	102,990.57
132 - ECO ME REP	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>51 - ROADS</b>	<b>37,905.00</b>	<b>0.00</b>	<b>37,905.00</b>	<b>7,290.00</b>	<b>0.00</b>	<b>30,615.00</b>
10 - SALARIES	37,905.00	0.00	37,905.00	7,290.00	0.00	30,615.00
151 - RD COMM	37,905.00	0.00	37,905.00	7,290.00	0.00	30,615.00
<b>71 - GA</b>	<b>3,394.00</b>	<b>0.00</b>	<b>3,394.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,394.00</b>
10 - SALARIES	3,394.00	0.00	3,394.00	0.00	0.00	3,394.00
171 - GA DIRECT	3,394.00	0.00	3,394.00	0.00	0.00	3,394.00
<b>72 - ACO</b>	<b>7,458.00</b>	<b>0.00</b>	<b>7,458.00</b>	<b>1,434.25</b>	<b>0.00</b>	<b>6,023.75</b>
10 - SALARIES	7,458.00	0.00	7,458.00	1,434.25	0.00	6,023.75

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>101 - SALARIES CONTD</b>						
175 - ACO	7,458.00	0.00	7,458.00	1,434.25	0.00	6,023.75
<b>99 - NOT SPECIFIC</b>	<b>53,343.00</b>	<b>0.00</b>	<b>53,343.00</b>	<b>575.38</b>	<b>0.00</b>	<b>52,767.62</b>
10 - SALARIES	33,970.00	0.00	33,970.00	575.38	0.00	33,394.62
179 - HEALTH OFFIC	455.00	0.00	455.00	0.00	0.00	455.00
191 - EXTRA TIME	7,500.00	0.00	7,500.00	575.38	0.00	6,924.62
199 - SELECT BOARD	26,015.00	0.00	26,015.00	0.00	0.00	26,015.00
90 - OTHER	19,373.00	0.00	19,373.00	0.00	0.00	19,373.00
997 - VOTED MORE	19,373.00	0.00	19,373.00	0.00	0.00	19,373.00
<b>102 - BENEFITS</b>	<b>254,317.00</b>	<b>0.00</b>	<b>254,317.00</b>	<b>562.00</b>	<b>60.00</b>	<b>253,755.00</b>
<b>11 - TOWN HALL</b>	<b>11,410.00</b>	<b>0.00</b>	<b>11,410.00</b>	<b>562.00</b>	<b>60.00</b>	<b>10,788.00</b>
20 - BENEFITS	11,410.00	0.00	11,410.00	562.00	60.00	10,788.00
280 - TRAINING	9,515.00	0.00	9,515.00	485.00	60.00	8,970.00
290 - MEMB & DUES	1,895.00	0.00	1,895.00	77.00	0.00	1,818.00
<b>13 - ELECTIONS</b>	<b>120.00</b>	<b>0.00</b>	<b>120.00</b>	<b>0.00</b>	<b>0.00</b>	<b>120.00</b>
20 - BENEFITS	120.00	0.00	120.00	0.00	0.00	120.00
280 - TRAINING	120.00	0.00	120.00	0.00	0.00	120.00
<b>31 - TRANSFER STAT</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>160.00</b>	<b>75.00</b>	<b>265.00</b>
20 - BENEFITS	500.00	0.00	500.00	160.00	75.00	265.00
280 - TRAINING	500.00	0.00	500.00	160.00	75.00	265.00
<b>99 - NOT SPECIFIC</b>	<b>254,317.00</b>	<b>0.00</b>	<b>254,317.00</b>	<b>37,460.78</b>	<b>0.00</b>	<b>216,856.22</b>
20 - BENEFITS	254,317.00	0.00	254,317.00	37,460.78	0.00	216,856.22
201 - FICA	51,199.00	0.00	51,199.00	7,753.60	0.00	43,445.40
210 - HEALTH	151,887.00	0.00	151,887.00	22,675.15	0.00	129,211.85
211 - DENTAL	4,414.00	0.00	4,414.00	843.99	0.00	3,570.01
214 - LIFE NO MED	120.00	0.00	120.00	51.45	0.00	68.55
230 - 457B ER MATC	12,614.00	0.00	12,614.00	2,127.74	0.00	10,486.26
231 - MPERS ER	29,583.00	0.00	29,583.00	4,008.85	0.00	25,574.15
250 - PTO BUYOUT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
<b>110 - GEN ADMIN</b>	<b>132,615.00</b>	<b>0.00</b>	<b>132,615.00</b>	<b>46,083.92</b>	<b>22,030.00</b>	<b>68,501.08</b>
<b>11 - TOWN HALL</b>	<b>132,615.00</b>	<b>0.00</b>	<b>132,615.00</b>	<b>46,083.92</b>	<b>22,030.00</b>	<b>64,501.08</b>
32 - CTRCT SVS EQ	64,008.00	0.00	64,008.00	32,417.42	20,610.00	10,980.58
310 - PROF SVS	64,008.00	0.00	64,008.00	32,417.42	20,610.00	10,980.58
39 - CONT SVS OTH	13,831.00	0.00	13,831.00	4,257.46	1,000.00	8,573.54
315 - MEMB & DUES	9,071.00	0.00	9,071.00	1,871.00	0.00	7,200.00
399 - OTHER	4,760.00	0.00	4,760.00	2,386.46	1,000.00	1,373.54

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>10 - GEN ADMIN CONTD</b>						
50 - UTILITIES	10,464.00	0.00	10,464.00	1,381.72	0.00	9,082.28
580 - COMM	10,464.00	0.00	10,464.00	1,381.72	0.00	9,082.28
60 - SUPPLIES	18,431.00	0.00	18,431.00	2,308.35	0.00	16,122.65
610 - SUPPLIES	10,211.00	0.00	10,211.00	1,464.47	0.00	8,746.53
650 - POSTAGE	8,220.00	0.00	8,220.00	843.88	0.00	7,376.12
80 - ADVER, PRINT	18,515.00	0.00	18,515.00	3,190.31	420.00	14,904.69
810 - ADVERTISE	4,500.00	0.00	4,500.00	292.50	285.00	3,922.50
830 - FORMS	8,910.00	0.00	8,910.00	0.00	135.00	8,775.00
850 - TOWN REPORT	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
860 - TAX BILLS	3,105.00	0.00	3,105.00	2,897.81	0.00	207.19
90 - OTHER	7,366.00	0.00	7,366.00	2,528.66	0.00	4,837.34
910 - MILEAGE/TRAV	7,366.00	0.00	7,366.00	2,528.66	0.00	4,837.34
<b>19 - COMMITTEES</b>	<b>3,500.00</b>	<b>0.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500.00</b>
90 - OTHER	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
999 - MISC	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
<b>115 - ELECTIONS</b>	<b>13,561.00</b>	<b>0.00</b>	<b>13,561.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,561.00</b>
<b>13 - ELECTIONS</b>	<b>13,561.00</b>	<b>0.00</b>	<b>13,561.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,561.00</b>
39 - CONT SVS OTH	9,339.00	0.00	9,339.00	0.00	0.00	9,339.00
399 - OTHER	9,339.00	0.00	9,339.00	0.00	0.00	9,339.00
60 - SUPPLIES	2,828.00	0.00	2,828.00	0.00	0.00	2,828.00
610 - SUPPLIES	1,126.00	0.00	1,126.00	0.00	0.00	1,126.00
650 - POSTAGE	1,702.00	0.00	1,702.00	0.00	0.00	1,702.00
80 - ADVER, PRINT	980.00	0.00	980.00	0.00	0.00	980.00
810 - ADVERTISE	980.00	0.00	980.00	0.00	0.00	980.00
90 - OTHER	414.00	0.00	414.00	0.00	0.00	414.00
910 - MILEAGE/TRAV	414.00	0.00	414.00	0.00	0.00	414.00
<b>117 - GEN ADMIN IN</b>	<b>43,978.00</b>	<b>0.00</b>	<b>43,978.00</b>	<b>21,856.00</b>	<b>0.00</b>	<b>22,122.00</b>
<b>99 - NOT SPECIFIC</b>	<b>43,978.00</b>	<b>0.00</b>	<b>43,978.00</b>	<b>21,856.00</b>	<b>0.00</b>	<b>22,122.00</b>
38 - CONT SVS INS	43,978.00	0.00	43,978.00	21,856.00	0.00	22,122.00
325 - INS PROP & C	20,068.00	0.00	20,068.00	15,679.00	0.00	4,389.00
326 - INS W.C.	18,790.00	0.00	18,790.00	5,942.00	0.00	12,848.00
327 - INS UNEMPLOY	5,000.00	0.00	5,000.00	155.00	0.00	4,845.00
328 - INS VOLUNTEE	120.00	0.00	120.00	80.00	0.00	40.00
<b>119 - CONTINGENCY</b>	<b>2,500.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,500.00</b>

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>11 - TOWN HALL</b>					
90 - OTHER	2,500.00	2,500.00	0.00	0.00	2,500.00
999 - MISC	2,500.00	2,500.00	0.00	0.00	2,500.00
<b>125 - ACO</b>	<b>8,457.00</b>	<b>8,457.00</b>	<b>1,634.84</b>	<b>0.00</b>	<b>6,822.16</b>
<b>72 - ACO</b>					
39 - CONT SVS OTH	6,957.00	6,957.00	1,634.84	0.00	5,322.16
381 - ACO	6,957.00	6,957.00	1,634.84	0.00	5,322.16
90 - OTHER	1,500.00	1,500.00	0.00	0.00	1,500.00
910 - MILEAGE/TRAV	1,500.00	1,500.00	0.00	0.00	1,500.00
<b>128 - MHS G/A</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>
<b>71 - GA</b>					
39 - CONT SVS OTH	1,000.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SVS	1,000.00	1,000.00	0.00	0.00	1,000.00
<b>129 - MHS SOCIAL S</b>	<b>1,131.00</b>	<b>1,131.00</b>	<b>1,131.00</b>	<b>0.00</b>	<b>0.00</b>
<b>75 - SOCIAL SERV</b>					
91 - OTHER SOC SV	1,131.00	1,131.00	1,131.00	0.00	0.00
999 - OTHER	1,131.00	1,131.00	1,131.00	0.00	0.00
<b>131 - ROADS</b>	<b>814,350.00</b>	<b>814,350.00</b>	<b>11,558.38</b>	<b>3,650.00</b>	<b>799,141.62</b>
<b>51 - ROADS</b>					
33 - CONT PROF	1,000.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SERV	1,000.00	1,000.00	0.00	0.00	1,000.00
40 - REPAIRS & MA	813,350.00	813,350.00	11,558.38	3,650.00	798,141.62
481 - RDS/CONSTRUC	199,000.00	199,000.00	0.00	0.00	199,000.00
482 - RDS/RESURFA	475,000.00	475,000.00	0.00	3,400.00	471,600.00
483 - RDS/REPAIRS	139,350.00	139,350.00	11,558.38	250.00	127,541.62
<b>141 - BSG CARE &amp; M</b>	<b>21,730.00</b>	<b>21,730.00</b>	<b>1,976.00</b>	<b>0.00</b>	<b>19,754.00</b>
<b>11 - TOWN HALL</b>					
31 - CTRCT SVS BL	9,660.00	9,660.00	1,976.00	0.00	7,684.00
310 - PROF SVS	9,660.00	9,660.00	1,976.00	0.00	7,684.00
40 - REPAIRS & MA	3,700.00	3,700.00	0.00	0.00	3,700.00
410 - BLDGS & GROU	3,700.00	3,700.00	0.00	0.00	3,700.00
<b>21 - RECREATION</b>	<b>2,800.00</b>	<b>2,800.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,800.00</b>



### Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>21 - B&amp;G CARE &amp; M CONT'D</b>					
31 - CTRCT SVS BL	950.00	950.00	0.00	0.00	950.00
310 - PROF SVS	950.00	950.00	0.00	0.00	950.00
40 - REPAIRS & MA	1,850.00	1,850.00	0.00	0.00	1,850.00
410 - BLDGS & GROU	1,850.00	1,850.00	0.00	0.00	1,850.00
<b>22 - BUNGANUT</b>	<b>1,360.00</b>	<b>1,360.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,360.00</b>
31 - CTRCT SVS BL	660.00	660.00	0.00	0.00	660.00
310 - PROF SVS	660.00	660.00	0.00	0.00	660.00
40 - REPAIRS & MA	700.00	700.00	0.00	0.00	700.00
410 - BLDGS & GROU	700.00	700.00	0.00	0.00	700.00
<b>23 - KBP</b>	<b>440.00</b>	<b>440.00</b>	<b>0.00</b>	<b>0.00</b>	<b>440.00</b>
31 - CTRCT SVS BL	440.00	440.00	0.00	0.00	440.00
310 - PROF SVS	440.00	440.00	0.00	0.00	440.00
<b>31 - TRANSFER STA</b>	<b>3,770.00</b>	<b>3,770.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,770.00</b>
31 - CTRCT SVS BL	2,620.00	2,620.00	0.00	0.00	2,620.00
310 - PROF SVS	2,620.00	2,620.00	0.00	0.00	2,620.00
40 - REPAIRS & MA	1,150.00	1,150.00	0.00	0.00	1,150.00
410 - BLDGS & GROU	1,150.00	1,150.00	0.00	0.00	1,150.00
<b>51 - ROADS</b>	<b>11,500.00</b>	<b>11,500.00</b>	<b>11,400.00</b>	<b>0.00</b>	<b>100.00</b>
31 - CTRCT SVS BL	11,500.00	11,500.00	11,400.00	0.00	100.00
370 - MOWING	11,500.00	11,500.00	11,400.00	0.00	100.00
<b>90 - MISC</b>	<b>50,142.00</b>	<b>50,142.00</b>	<b>16,140.27</b>	<b>10,760.18</b>	<b>23,241.55</b>
31 - CTRCT SVS BL	50,142.00	50,142.00	16,140.27	10,760.18	23,241.55
370 - MOWING	50,142.00	50,142.00	16,140.27	10,760.18	23,241.55
<b>113 - B&amp;G PLOWING</b>	<b>61,940.00</b>	<b>61,940.00</b>	<b>27,540.27</b>	<b>10,760.18</b>	<b>23,241.55</b>
<b>51 - ROADS</b>	<b>11,500.00</b>	<b>11,500.00</b>	<b>11,400.00</b>	<b>0.00</b>	<b>100.00</b>
31 - CTRCT SVS BL	11,500.00	11,500.00	11,400.00	0.00	100.00
370 - MOWING	11,500.00	11,500.00	11,400.00	0.00	100.00
<b>90 - MISC</b>	<b>50,142.00</b>	<b>50,142.00</b>	<b>16,140.27</b>	<b>10,760.18</b>	<b>23,241.55</b>
31 - CTRCT SVS BL	50,142.00	50,142.00	16,140.27	10,760.18	23,241.55
370 - MOWING	50,142.00	50,142.00	16,140.27	10,760.18	23,241.55
<b>113 - B&amp;G PLOWING</b>	<b>61,940.00</b>	<b>61,940.00</b>	<b>27,540.27</b>	<b>10,760.18</b>	<b>23,241.55</b>
<b>11 - TOWN HALL</b>	<b>4,640.00</b>	<b>4,640.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,640.00</b>
31 - CTRCT SVS BL	4,640.00	4,640.00	0.00	0.00	4,640.00
360 - PLOW & SAND	4,640.00	4,640.00	0.00	0.00	4,640.00
<b>22 - BUNGANUT</b>	<b>700.00</b>	<b>700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>700.00</b>
31 - CTRCT SVS BL	700.00	700.00	0.00	0.00	700.00
360 - PLOW & SAND	700.00	700.00	0.00	0.00	700.00
<b>23 - KBP</b>	<b>1,200.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>
31 - CTRCT SVS BL	1,200.00	1,200.00	0.00	0.00	1,200.00
360 - PLOW & SAND	1,200.00	1,200.00	0.00	0.00	1,200.00

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>145 - B&amp;C PLOWING CONT'D</b>					
<b>31 - TRANSFER STA</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>
31 - CTRCT SVS BL	3,000.00	3,000.00	0.00	0.00	3,000.00
360 - PLOW & SAND	3,000.00	3,000.00	0.00	0.00	3,000.00
<b>51 - ROADS</b>	<b>642,400.00</b>	<b>642,400.00</b>	<b>121,500.00</b>	<b>328,500.00</b>	<b>192,400.00</b>
31 - CTRCT SVS BL	642,400.00	642,400.00	121,500.00	328,500.00	192,400.00
360 - PLOW & SAND	642,400.00	642,400.00	121,500.00	328,500.00	192,400.00
<b>145 - B&amp;C WASTE SV</b>					
<b>11 - TOWN HALL</b>	<b>1,820.00</b>	<b>1,820.00</b>	<b>95.00</b>	<b>0.00</b>	<b>1,725.00</b>
31 - CTRCT SVS BL	1,820.00	1,820.00	95.00	0.00	1,725.00
330 - WASTE SVS	1,820.00	1,820.00	95.00	0.00	1,725.00
<b>21 - RECREATION</b>	<b>3,520.00</b>	<b>3,520.00</b>	<b>1,090.00</b>	<b>0.00</b>	<b>2,430.00</b>
31 - CTRCT SVS BL	1,300.00	1,300.00	550.00	0.00	750.00
330 - WASTE SVS	1,300.00	1,300.00	550.00	0.00	750.00
35 - CTRCT SVS WA	2,220.00	2,220.00	540.00	0.00	1,680.00
331 - PROF PORTA P	2,220.00	2,220.00	540.00	0.00	1,680.00
<b>22 - BUNGANUT</b>	<b>6,315.00</b>	<b>6,315.00</b>	<b>2,672.50</b>	<b>0.00</b>	<b>3,642.50</b>
31 - CTRCT SVS BL	2,940.00	2,940.00	1,590.00	0.00	1,350.00
330 - WASTE SVS	2,940.00	2,940.00	1,590.00	0.00	1,350.00
35 - CTRCT SVS WA	3,375.00	3,375.00	1,082.50	0.00	2,292.50
331 - PROF PORTA P	3,375.00	3,375.00	1,082.50	0.00	2,292.50
<b>23 - KBP</b>	<b>3,520.00</b>	<b>3,520.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,520.00</b>
31 - CTRCT SVS BL	1,300.00	1,300.00	0.00	0.00	1,300.00
330 - WASTE SVS	1,300.00	1,300.00	0.00	0.00	1,300.00
35 - CTRCT SVS WA	2,220.00	2,220.00	0.00	0.00	2,220.00
331 - PROF PORTA P	2,220.00	2,220.00	0.00	0.00	2,220.00
<b>51 - ROADS</b>	<b>1,540.00</b>	<b>1,540.00</b>	<b>40.00</b>	<b>0.00</b>	<b>1,500.00</b>
31 - CTRCT SVS BL	1,200.00	1,200.00	40.00	0.00	1,160.00
330 - WASTE SVS	1,200.00	1,200.00	40.00	0.00	1,160.00
35 - CTRCT SVS WA	340.00	340.00	0.00	0.00	340.00
331 - PROF PORTA P	340.00	340.00	0.00	0.00	340.00
<b>147 - B&amp;C ENERGY</b>					
<b>11 - TOWN HALL</b>	<b>12,484.00</b>	<b>12,484.00</b>	<b>613.44</b>	<b>0.00</b>	<b>11,870.56</b>
50 - UTILITIES	12,484.00	12,484.00	613.44	0.00	11,870.56
510 - PROPANE	3,984.00	3,984.00	0.00	0.00	3,984.00

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
147 - BGC ENERGY CONT'D					
560 - ELECTRICITY	8,500.00	8,500.00	613.44	0.00	7,886.56
<b>21 - RECREATION</b>	<b>500.00</b>	<b>500.00</b>	<b>66.41</b>	<b>0.00</b>	<b>433.59</b>
50 - UTILITIES	500.00	500.00	66.41	0.00	433.59
560 - ELECTRICITY	500.00	500.00	66.41	0.00	433.59
<b>22 - BUNGANUT</b>	<b>4,500.00</b>	<b>4,500.00</b>	<b>252.32</b>	<b>0.00</b>	<b>4,247.68</b>
50 - UTILITIES	4,500.00	4,500.00	252.32	0.00	4,247.68
560 - ELECTRICITY	4,500.00	4,500.00	252.32	0.00	4,247.68
<b>23 - KBP</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>
50 - UTILITIES	2,000.00	2,000.00	0.00	0.00	2,000.00
560 - ELECTRICITY	2,000.00	2,000.00	0.00	0.00	2,000.00
<b>31 - TRANSFER STA</b>	<b>9,000.00</b>	<b>9,000.00</b>	<b>252.17</b>	<b>0.00</b>	<b>8,747.83</b>
50 - UTILITIES	9,000.00	9,000.00	252.17	0.00	8,747.83
560 - ELECTRICITY	9,000.00	9,000.00	252.17	0.00	8,747.83
<b>51 - ROADS</b>	<b>8,500.00</b>	<b>8,500.00</b>	<b>366.72</b>	<b>0.00</b>	<b>8,133.28</b>
50 - UTILITIES	8,500.00	8,500.00	366.72	0.00	8,133.28
560 - ELECTRICITY	8,500.00	8,500.00	366.72	0.00	8,133.28
<b>148 - BGC SIGNS</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
21 - RECREATION	500.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	500.00	0.00	0.00	500.00
<b>22 - BUNGANUT</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
60 - SUPPLIES	500.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	500.00	0.00	0.00	500.00
<b>31 - TRANSFER STA</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
60 - SUPPLIES	500.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	500.00	0.00	0.00	500.00
<b>51 - ROADS</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>1,065.52</b>	<b>0.00</b>	<b>3,934.48</b>
60 - SUPPLIES	5,000.00	5,000.00	1,065.52	0.00	3,934.48
670 - SIGNS	5,000.00	5,000.00	1,065.52	0.00	3,934.48
<b>150 - TRF STATION</b>	<b>335,340.00</b>	<b>335,340.00</b>	<b>20,516.20</b>	<b>450.00</b>	<b>314,373.80</b>
31 - TRANSFER STA	335,340.00	335,340.00	20,516.20	450.00	314,373.80
35 - CTRCT SVS WA	310,380.00	310,380.00	20,035.62	0.00	290,344.38
310 - PROF SVS	2,980.00	2,980.00	564.50	0.00	2,415.50
349 - PROF SVS CAN	2,400.00	2,400.00	200.00	0.00	2,200.00

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>150 - TRISTATION CONT'D</b>					
350 - PROF SVS TIP	166,250.00	166,250.00	12,029.85	0.00	154,220.15
351 - PROF SVS TW	43,750.00	43,750.00	2,274.02	0.00	41,475.98
352 - PROF SVS REC	10,650.00	10,650.00	843.75	0.00	9,806.25
355 - PROF SVS HAU	33,125.00	33,125.00	1,750.00	0.00	31,375.00
356 - PROF SVS HW	27,125.00	27,125.00	1,050.00	0.00	26,075.00
357 - PROF SVS HR	11,100.00	11,100.00	700.00	0.00	10,400.00
358 - PROF SVS HWO	2,500.00	2,500.00	448.50	0.00	2,051.50
359 - PROF SVS MET	10,500.00	10,500.00	175.00	0.00	10,325.00
40 - REPAIRS & MA	13,330.00	13,330.00	147.80	450.00	12,732.20
450 - EQUIPMENT	13,330.00	13,330.00	147.80	450.00	12,732.20
50 - UTILITIES	6,880.00	6,880.00	244.82	0.00	6,635.18
570 - FUEL	2,880.00	2,880.00	0.00	0.00	2,880.00
580 - COMM	4,000.00	4,000.00	244.82	0.00	3,755.18
60 - SUPPLIES	3,750.00	3,750.00	87.96	0.00	3,662.04
610 - SUPPLIES	750.00	750.00	87.96	0.00	662.04
690 - PPG	3,000.00	3,000.00	0.00	0.00	3,000.00
90 - OTHER	1,000.00	1,000.00	0.00	0.00	1,000.00
920 - STATE FEES	500.00	500.00	0.00	0.00	500.00
930 - HEALTH & WEL	500.00	500.00	0.00	0.00	500.00
<b>161 - PARKS &amp; REC</b>					
<b>21 - RECREATION</b>					
40 - REPAIRS & MA	950.00	950.00	0.00	0.00	950.00
450 - EQUIPMENT	950.00	950.00	0.00	0.00	950.00
50 - UTILITIES	100.00	100.00	0.00	0.00	100.00
570 - FUEL	100.00	100.00	0.00	0.00	100.00
80 - ADVER, PRINT	200.00	200.00	0.00	0.00	200.00
810 - ADVERTISE	200.00	200.00	0.00	0.00	200.00
90 - OTHER	7,110.00	7,110.00	2,536.51	0.00	4,573.49
940 - REC PROGRAMS	6,860.00	6,860.00	2,536.51	0.00	4,323.49
999 - MISC	250.00	250.00	0.00	0.00	250.00
<b>22 - BUNGANUT</b>					
50 - UTILITIES	600.00	600.00	234.20	0.00	365.80
580 - COMM	600.00	600.00	234.20	0.00	365.80
<b>171 - RES EQUIP</b>					
<b>99 - NOT SPECIFIC</b>					
<b>TOTALS</b>					
	10,000.00	10,000.00	6,000.00	0.00	10,000.00
	10,000.00	10,000.00	0.00	0.00	10,000.00

# Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>173 - RES EQUIP CONT'D</b>					
95 - RESERVES	10,000.00	10,000.00	0.00	0.00	10,000.00
970 - TOWN RESERVE	10,000.00	10,000.00	0.00	0.00	10,000.00
<b>173 - RES BLDG</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>
<b>99 - NOT SPECIFIC</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>
95 - RESERVES	10,000.00	10,000.00	0.00	0.00	10,000.00
970 - TOWN RESERVE	10,000.00	10,000.00	0.00	0.00	10,000.00
<b>174 - RES - SO WAT</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
<b>99 - NOT SPEC</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
95 - RESERVES	50,000.00	50,000.00	0.00	0.00	50,000.00
970 - TOWN RESERVE	50,000.00	50,000.00	0.00	0.00	50,000.00
<b>175 - RES - CON SVE</b>	<b>18,674.00</b>	<b>18,674.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,674.00</b>
<b>99 - NOT SPECIFIC</b>	<b>18,674.00</b>	<b>18,674.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,674.00</b>
95 - RESERVES	18,674.00	18,674.00	0.00	0.00	18,674.00
970 - TOWN RESERVE	18,674.00	18,674.00	0.00	0.00	18,674.00
<b>177 - RES - MISC</b>	<b>32,715.00</b>	<b>32,715.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,715.00</b>
<b>99 - NOT SPECIFIC</b>	<b>32,715.00</b>	<b>32,715.00</b>	<b>0.00</b>	<b>0.00</b>	<b>32,715.00</b>
95 - RESERVES	32,715.00	32,715.00	0.00	0.00	32,715.00
970 - TOWN RESERVE	32,715.00	32,715.00	0.00	0.00	32,715.00
<b>179 - RESERVES GMF</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>90,000.00</b>
<b>91 - GMFR</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>90,000.00</b>
95 - RESERVES	90,000.00	90,000.00	0.00	0.00	90,000.00
978 - GMFR RESERVE	90,000.00	90,000.00	0.00	0.00	90,000.00
<b>181 - OUTS GEN AD</b>	<b>150,256.00</b>	<b>150,256.00</b>	<b>79,493.91</b>	<b>9,600.00</b>	<b>150,256.00</b>
<b>11 - TOWN HALL</b>	<b>144,200.00</b>	<b>144,200.00</b>	<b>29,955.00</b>	<b>5,500.00</b>	<b>108,745.00</b>
33 - CONT PROF	94,200.00	94,200.00	29,955.00	5,500.00	58,745.00
310 - PROF SERV	54,500.00	54,500.00	28,800.00	0.00	25,700.00
320 - PROF SERV LE	34,200.00	34,200.00	1,155.00	0.00	33,045.00
323 - PROF SERV AU	5,500.00	5,500.00	0.00	5,500.00	0.00
37 - CONT OUT	50,000.00	50,000.00	0.00	0.00	50,000.00
399 - CONT SVS OTH	50,000.00	50,000.00	0.00	0.00	50,000.00

# Expense Summary Report

FUND: 1  
ALL Months

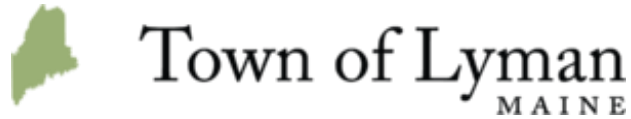
ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>15 - CEMETERIES</b>	<b>8,500.00</b>	<b>45,150.00</b>	<b>12,638.91</b>	<b>0.00</b>	<b>41,011.09</b>
37 - CONT OUT	8,500.00	45,150.00	12,638.91	0.00	41,011.09
399 - CONT SVS OTH	8,500.00	45,150.00	12,638.91	0.00	41,011.09
<b>17 - PLANNING</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
33 - CONT PROF	500.00	0.00	0.00	0.00	500.00
310 - PROF SERV	500.00	0.00	0.00	0.00	500.00
<b>22 - BUNGANUT</b>	<b>41,000.00</b>	<b>0.00</b>	<b>36,900.00</b>	<b>4,100.00</b>	<b>0.00</b>
37 - CONT OUT	41,000.00	0.00	36,900.00	4,100.00	0.00
399 - CONT SVS OTH	41,000.00	0.00	36,900.00	4,100.00	0.00
<b>95 - LIBRARY</b>	<b>141,270.00</b>	<b>0.00</b>	<b>141,270.00</b>	<b>0.00</b>	<b>0.00</b>
37 - CONT OUT	141,270.00	0.00	141,270.00	0.00	0.00
399 - CONT SVS OTH	141,270.00	0.00	141,270.00	0.00	0.00
<b>99 - NOT SPEC</b>	<b>49,119.00</b>	<b>0.00</b>	<b>45,725.00</b>	<b>0.00</b>	<b>3,394.00</b>
37 - CONT OUT	44,119.00	0.00	40,725.00	0.00	3,394.00
399 - CONT SVS OTH	44,119.00	0.00	40,725.00	0.00	3,394.00
90 - OTHER	5,000.00	0.00	5,000.00	0.00	0.00
999 - MISC	5,000.00	0.00	5,000.00	0.00	0.00
<b>186 - OUTS GMFR</b>	<b>630,191.00</b>	<b>0.00</b>	<b>157,547.76</b>	<b>472,643.28</b>	<b>-0.04</b>
91 - GMFR	630,191.00	0.00	157,547.76	472,643.28	-0.04
37 - CONT OUT	630,191.00	0.00	157,547.76	472,643.28	-0.04
391 - GMFR PERSONN	435,968.00	0.00	108,992.01	326,976.03	-0.04
392 - GMFR CONTRAC	194,223.00	0.00	48,555.75	145,667.25	0.00
<b>191 - OTHER CIP</b>	<b>44,335.00</b>	<b>0.00</b>	<b>5,567.79</b>	<b>420.00</b>	<b>38,347.21</b>
11 - TOWN HALL	30,535.00	0.00	2,937.10	0.00	27,597.90
70 - EQUIPMENT	30,535.00	0.00	2,937.10	0.00	27,597.90
710 - COMP EQUIP	23,530.00	0.00	0.00	0.00	23,530.00
730 - OFFICE EQUIP	1,595.00	0.00	1,595.00	0.00	0.00
790 - OTHER EQUIP	5,410.00	0.00	1,342.10	0.00	4,067.90
21 - RECREATION	900.00	0.00	300.00	0.00	600.00
70 - EQUIPMENT	900.00	0.00	300.00	0.00	600.00
790 - OTHER EQUIP	900.00	0.00	300.00	0.00	600.00
22 - BUNGANUT	5,000.00	0.00	1,969.69	0.00	3,030.31

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>191 - OTHER EXPENSE</b>					
90 - OTHER	5,000.00	5,000.00	1,969.69	0.00	3,030.31
999 - MISC	5,000.00	5,000.00	1,969.69	0.00	3,030.31
<b>31 - TRANSFER STA</b>					
70 - EQUIPMENT	7,900.00	7,900.00	350.00	420.00	7,130.00
790 - OTHER EQUIP	7,900.00	7,900.00	350.00	420.00	7,130.00
<b>305 - RSU # 57</b>	5,597,245.00	5,597,245.00	1,399,311.18	4,197,933.48	0.34
<b>92 - RSU # 57</b>	5,597,245.00	5,597,245.00	1,399,311.18	4,197,933.48	0.34
90 - OTHER	5,597,245.00	5,597,245.00	1,399,311.18	4,197,933.48	0.34
999 - MISC	5,597,245.00	5,597,245.00	1,399,311.18	4,197,933.48	0.34
<b>107 - COUNTY</b>	332,963.00	335,184.00	335,183.84	0.00	0.16
<b>97 - COUNTY</b>	332,963.00	335,184.00	335,183.84	0.00	0.16
90 - OTHER	332,963.00	335,184.00	335,183.84	0.00	0.16
999 - MISC	332,963.00	335,184.00	335,183.84	0.00	0.16
<b>199 - OVERLAY</b>	0.00	15,390.44	117.00	0.00	15,273.44
<b>99 - NOT SPECIFIC</b>	0.00	15,390.44	117.00	0.00	15,273.44
90 - OTHER	0.00	15,390.44	117.00	0.00	15,273.44
999 - MISC	0.00	15,390.44	117.00	0.00	15,273.44
<b>Final Totals</b>	<b>10,315,582.00</b>	<b>10,378,543.44</b>	<b>2,565,687.03</b>	<b>5,046,121.94</b>	<b>2,766,324.47</b>

# ITEM #6: (g.) Town Managers Report



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## Town Manager's Progress Report

September 5<sup>th</sup>, 2023

Please find my progress report concerning various items of interest to the Select Board and community.

### **Employee recruitment**

The hiring process is now closed, and all vacancies have been filled. We welcome aboard new employees at the Transfer Station and at the Town Hall. I've met with the department head of Tax Collector to go over an onboarding process for our newly hired administrative clerk. This role works primarily with the Tax Collector and will also help serve as a floater among other departments offering interim assistance when available.

### **Policy updates**

The Municipal Code of Ethics has been completed and approved by the Select Board. The next phase will include a review of job descriptions and a Personnel Policy which is already underway. Municipal Resources Inc has completed draft versions to be modified as necessary to fit the needs of the Town. In addition to these documents, I have found other municipalities provide a comprehensive guide for volunteers and over the course of the study had made recommendations to the board to consider a Lyman Committee Handbook. These types of guides serve to combine all laws, charter, ordinances, and personnel policies that are applicable to volunteers and aid as a resource for committees. Lyman has many standing committees, some of which have yet to be established with active members. I hope to work towards developing a core document that may serve to benefit our volunteers.

### **Committees**

Bunganut Park Committee has held its first meeting in August. This group will be looking into identifying safety hazards, accessibility needs, potential for improvements, revenue opportunities, and funding resources through grants and fundraising. This park has loads of



potential and the committee realizes developing goals may become extensive. They will conduct a site walk of the park and examine safety concerns and items of high priority to start off with outlaying potential for future plans.

Thank you, Amber Swett and Michelle Feliccitti, for helping get the word out soliciting volunteers for committees. I am currently working on developing project statements to identify the purpose and functions of these committees and as we get volunteers in, will be offering my support while they are getting established. I'd love to get more information out to the community and have created a helpful pamphlet Amber and Michelle are helping to distribute and inform Lyman Residents.

### **Building and Grounds updates**

I have met with Custom Concepts for the Town Hall Expansion project. In review of the plans, the engineer recommended to first determine any DEP requirements regarding wetlands within the property that may affect the project. They will be researching this information and making a report of their findings.

While there has been some feedback regarding the meeting room recording abilities, I am currently working with IT to develop a plan that can work with the existing equipment. IT has recommended making some simple modifications to the camera positioning allowing a wider video frame of the room to capture the meeting in progress. Logistical information is currently being collected and analyzed.

New picnic tables have been ordered and arrived at Bunganut park replacing all the damaged tables from severe weather storms earlier this year.

ARPA funded projects have been awarded as of August 21<sup>st</sup>. Funding will cover the updates to the Transfer Station and landscaping improvements to Kennebunk Pond Beach. Before work can begin, there are some necessary forms required for the use of federal funding. I am currently working with the contractors in getting these items in place. At this time, scheduling of the projects has not been determined and is possible they may need to be scheduled early next year. The workload for these two areas is extensive, and it is anticipated there may be temporary shutdowns of partial sections while work is in progress. As I am meeting with the committees involved, the Transfer Station Manager, and the contractors, we will be discussing time management for the work involved, how the project will be conducted, and what alternatives may be available, if necessary. Notices will go out to keep the public apprised of any temporary changes, once more information is available.

## **Elections and Town Meetings**

The Municipal Election to vote for candidates for the vacancies of Budget Committee is coming up on September 11<sup>th</sup>. Polls will be open 8am-8pm. Absentee Ballots are available until the close of business on September 6<sup>th</sup>. Special circumstances will apply for any requests after September 6<sup>th</sup>. The Registrar of Voters will be available September 1<sup>st</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> for voter registrations and to update the voter list during normal business hours.

A Special Town Meeting is scheduled October 3<sup>rd</sup> at 7:00pm to vote on an initiated referenda article. This will be an open floor Town Meeting. A copy of the proposed article question is available on our website and at the Town Hall.

Coming up in November is the State Referendum Election on November 7<sup>th</sup>. For more information regarding questions appearing on the ballot, visit [Maine.gov](http://Maine.gov) or [click this link here](#). Requests for Absentee Ballots are now available. Request can be made through the Town Hall or online at [Maine.gov](http://Maine.gov) or by [clicking this link here for the State Absentee Ballot Request Service](#).

Updates to the Town web page are in progress to help streamline information on upcoming elections and Town meetings.

# ITEM #7: (a.) Shore Road Discussion

**From:** [Mary Ann Uzzi](#)  
**To:** [Town Manager](#)  
**Subject:** Re: Slowing easement 119mshore rd Lyman Maine  
**Date:** Tuesday, August 22, 2023 2:24:49 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Hi Lindsay,

I have now heard from all the Shore Road Association owners on the dirt road portion of Shore Road. They have all agreed to this new plan. By virtue of this agreement, Shore Road Association will no longer provide maintenance on the part of our road in front of Steve Austin's property.

Thank you.

Mary Ann Uzzi on behalf of Shore Road Association Owners

Sent from my iPad

On Aug 18, 2023, at 11:20 AM, Town Manager <[townmanager@lyman-me.gov](mailto:townmanager@lyman-me.gov)> wrote:

Good morning,

Just want to follow up from the conversations. It seems like we are all on the same page with the idea the Town will no longer pay the 250 to the road association but will instead take over the maintenance of the snow plow damage within the easement with Mr. Austin.

This was a board decision in 2019 and so I will add to their agenda for 9/5/23 for discussion and they can make a formal decision to go forward with this plan. I don't see that they would have a problem with that.

If you have any questions, please don't hesitate to contact me.

Best regards,

*Lindsay Gagne*

**Town Manager / Town  
Clerk**

**FOAA officer**

11 So. Waterboro Rd Lyman, ME 04002

<[image001.png](#)>

207-247-0642

<[image002.png](#)>

207-499-7562

<[image003.png](#)>

[townmanager@lyman-me.gov](mailto:townmanager@lyman-me.gov)

<[image004.png](#)>

[lyman-me.gov](http://lyman-me.gov)

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

*error, please notify us immediately by return e-mail. Thank you for your cooperation.*

---

**From:** STEVEN AUSTIN <austinsd@comcast.net>

**Sent:** Friday, August 11, 2023 6:23 PM

**To:** Town Manager <townmanager@lyman-me.gov>; muzzi47@hotmail.com

**Subject:** Slowing easement 119mshore rd Lyman Maine

Hi Lindsay

So there is the ongoing issue regarding the area beyond our garage 119 shore rd. The town has an easement. to plow on our property. The issue is to repair in the spring. It wasn't getting done by the town so there was an agreement with the road association, for them to do it. The last to years it has been done by the town, but the association is still paid \$250. Anyways that money should go to repair of that section of road.

Regards

Steven Austin

-

-

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

Shore Mar 2024

Shore Rd Assoc.

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

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

**Pledge of Allegiance**

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

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

**a. Election of Officers**

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

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

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

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

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

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

**b. Mail**

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

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

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

Copy of Constellation agreement for electricity.

Email from Shelly Wichenbach regarding franchise fees with cable.

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

111 end of Walker Rd. not patched

Charged to \$250

**EASEMENT DEED**



BK 17137 PGS 107 - 108 11/18/2015 10:27 22 AM  
INSTR # 2015049375 DEBRA ANDERSON  
RECEIVED YORK SS REGISTER OF DEEDS

**KNOW ALL MEN BY THESE PRESENTS**

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

for consideration paid,

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

A perpetual snow plow easement over and across a certain lot or parcel of land situated in the Town of Lyman, County of York and State of Maine, and being more particularly described as follows: Beginning on the northerly sideline of Shore Road at a point located S28°28'39"W, a distance of forty-five (45') feet, more or less along said sideline, from a found 3/4" iron pipe marking the common corner of Lot 53 and Lot 52 on a "Plan Showing Lots Belonging to Arthur Roberts, Lyman, Maine, Section No. 2" dated February 12, 1953 and recorded at the York County Registry of Deeds in Plan Book 24, Page 1; thence S28°28'39"W along said sideline of Shore Road, a distance of eighty-seven and no hundredths (87.00') feet to a found 3/4" iron pipe at land described in the deed from John E. Carmichael and Denise Carmichael to John E. Carmichael and Denise Carmichael, dated February 28, 2000 and recorded at said registry in Book 9917, Page 8. Said iron pipe also marks the southerly corner of Lot 53, and an angle-point in the easterly sideline of Lot 54 on said plan; thence, N06°52'25"E along said land of Carmichael, being Lot 54 on said plan, a distance of eighty-one and no hundredths (81.00') feet; thence, southeasterly across land of the herein grantors, a distance of thirty-two (32') feet, more or less, to the point of beginning.

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

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

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

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

*Carl L. Austin*

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

*Steven D. Austin*

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

STATE OF MAINE  
YORK, SS.

~~off~~ *off* October  
~~September~~ 1, 2015

Seal

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

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

Before me,  
*Janice A. Gallant*  
Notary Public

STATE OF MAINE  
YORK, SS.

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

Seal

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

Before me,

*Marie Nikel*  
Notary Public

BK8548 PG110

TOWN OF LYMAN  
1 So. Waterboro Rd.  
Lyman ME 04005  
(207) 499-2925

SELECTMEN'S OFFICE

054685

PERMISSION TO ENTER UPON  
SHORE ROAD  
AND RELEASE

In consideration for the Town of Lyman and its Board of Selectmen's use and control pursuant to 23 M.R.S.A. subsection 2103 for highway purposes of land located twenty (20) feet on each side of the center of the traveled portion of the Shore Road, which road is located in the Town of Lyman, County of York, and State of Maine, I/We Francis Grove, the undersigned owner of real property located along said Shore Road in said Town of Lyman, do hereby grant permission to said Town of Lyman, its Road Commissioner and their officers, agents and employees to enter upon a parcel that is twenty (20) feet in width from each side of the center of the traveled portion of said Shore Road and that extends along the boundary of the real property owned by me/us with the edge of said Shore Road in order that said Town of Lyman and its Board of Selectmen may use and control for highway purposes pursuant to 23 M.R.S.A. subsection 2103 land located twenty (20) feet on each side of the center of the traveled portion of said Shore Road. Further, I/we do hereby agree to release from liability and to defend, indemnify and hold harmless said Town of Lyman, its Road Commissioner and their officers, agents and employees from any and all claims, damages, judgments, actions, causes of action and costs, including attorney fees and court costs, arising out of or caused by said Town of Lyman and its Board of Selectmen's use and control for highway purposes pursuant to 23 M.R.S.A. subsection 2103 of land located twenty (20) feet on each side of the center of the traveled portion of said Shore Road. Said Town of Lyman shall restore to its current condition any portion of said undersigned's real property that is located between the existing improved section of said Shore Road should any such real property be damaged by said Town of Lyman and its Board of Selectmen's use and control for highway purposes of land located within twenty (20) feet from the center of the traveled portion of said Shore Road.

Poor Copy At Time Of Recording

142019 N



# ITEM #7: (b.) Town Hall Plowing Contract

## SERVICE AGREEMENT

### PLOWING / SALTING / PARKING LOT & WALKWAY'S OF LYMAN TOWN HALL

THIS AGREEMENT is made this 5<sup>th</sup> day of September, 2023 by and between the **INHABITANTS OF THE TOWN OF LYMAN**, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter "**TOWN**") and **David Riley** (hereinafter "**Contractor**").

#### WITNESSETH

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

#### **I. SCOPE OF SERVICES**

Except as otherwise stated in the Agreement, **CONTRACTOR** shall furnish the materials, supplies, equipment, vehicle, facilities, and labor required to provide those services pursuant to paragraph VII, except as otherwise modified by this agreement.

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

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

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

The term of this agreement shall be for three (3) years for a period commencing November 1<sup>st</sup> and be completed on or by April 30<sup>th</sup> the following year, each year of this contract, unless sooner terminated as provided herein. The Town holds the option to renew contract beyond the three (3) years upon mutual agreement between the parties. The Town holds the option to NOT renew for any reason. Each year of this agreement is subject to the appropriation by the annual Town Meeting. If the Town Meeting fails to authorize such funding during any year of this Agreement, the Agreement shall terminate and become null and void at the end of the last year for which funding has been authorized. The Town holds the option to NOT renew the contract on poor performance.

Required services to be performed shall be completed strictly according to the schedule set forth in paragraph VII. **CONTRACTOR'S** failure to adequately maintain snow removal per this Agreement shall be cause for termination of this contract pursuant to Paragraph XII.

### **III. INDEMNIFICATION**

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

### **IV. INSURANCE**

**CONTRACTOR** shall provide the following insurances

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

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

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

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

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

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

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

**V. VEHICLES**

All vehicles utilized by the **CONTRACTOR** in the performance of services under this Agreement shall be licensed in the State of Maine and shall be operated by drivers with the required State of Maine driver's licenses. Each vehicle shall comply with all applicable state, local and federal regulations. Vehicles and other equipment shall be kept in good repair.

**VI. PERMITS AND LICENSES**

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

**VII. SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR**

**CONTRACTOR** will furnish all vehicles, materials, personnel, tools, and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement including staking out the grass areas at Town Hall prior to snow plowing.

**CONTRACTOR** shall conduct work so as to interfere as little as possible with Town Hall business. Initial snow removal to commence at 3" and every 3" thereafter and will be completed 30 minutes before start of business and continue through business hours. After business hours and weekends, snow may accumulate to 6" and will be removed 30 minutes before start of business. Final clean-up will be done after each snow storm. Snow banks will be pushed back as necessary. Salting will be to bare lot. **CONTRACTOR** shall complete shoveling and salting of walkways and all entrances at time of plowing.

**VIII. CONTRACT PRICE**

The **OWNER** shall pay the **CONTRACTOR** for the performance of services under this Agreement the sum of **\$4,700** (the "Contract Price"). **OWNER** will provide the **CONTRACTOR** salt for salting the Town Hall only by **CONTRACTOR**

**IX. PAYMENT**

**CONTRACTOR** shall submit for **OWNER's** Approval, an invoice for Services performed. The **OWNER** shall pay the **CONTRACTOR** such approved amount in equal payments on the first accounts payable warrant beginning November through final payment in April. Final payment in April will be withheld until any damage to the grass and gardens areas have been repaired by **CONTRACTOR**, and repair is acceptable by the Town of Lyman Select Board at the Town Hall. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

**X. ASSIGNMENT**

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

**XI. DISPUTES**

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

**XII. TERMINATION**

Either party may terminate this contract without cause upon ninety (90) days prior written notice to the other party. In the event of such termination, **TOWN** shall pay **CONTRACTOR** for all work satisfactorily performed prior to the actual termination. Furthermore, if the **CONTRACTOR** fails to perform according to the terms of this contract at the time and in the manner specified, **TOWN** shall have all legal and equitable remedies including termination for cause effective immediately upon written notice to **CONTRACTOR**. The **CONTRACTOR** will be paid for all work which is satisfactorily done by that time and **TOWN** shall have no obligation or liability to **CONTRACTOR** for any remaining balance or compensation under the contract.

**XIII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

**XIV. ENTIRE AGREEMENT: AMENDMENTS**

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

**XV. NON-WAIVER**

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

**XVI. NOTICES**

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

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

**CONTRACTOR:** David Riley  
DBA D&C Rubbish Removal  
P.O. Box 456

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

\_\_\_\_\_  
Ralph Blackington, Chair

\_\_\_\_\_  
Victoria Gavel

\_\_\_\_\_  
Thomas Hatch, Vice Chair

\_\_\_\_\_  
Amber Swett

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Riley

\_\_\_\_\_  
Witness

Owner \_\_\_\_\_  
Position \_\_\_\_\_

\_\_\_\_\_  
Date

# ITEM #7: (c.) Transfer Station Plowing Contract

## SERVICE AGREEMENT

### PLOWING / SALTING OF LYMAN TRANSFER STATION

THIS AGREEMENT is made this 5<sup>th</sup> day of **September 2023** by and between the **INHABITANTS OF THE TOWN OF LYMAN**, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter “**TOWN**”) and **Tibbetts Farms LLC** (hereinafter “**Contractor**”).

#### WITNESSETH

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

#### **I. SCOPE OF SERVICES**

Except as otherwise stated in the Agreement, **CONTRACTOR** shall furnish the materials, supplies, equipment, vehicle, facilities, and labor required to provide those services pursuant to paragraph VII, except as otherwise modified by this agreement.

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

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

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

The term of this agreement shall be for three (3) years for a period commencing November 1<sup>st</sup> and be completed on or by April 30<sup>th</sup> the following year, each year of this contract, unless sooner terminated as provided herein. The Town holds the option to renew contract beyond the three (3) years upon mutual agreement between the parties. The Town holds the option to NOT renew for any reason. Each year of this agreement is subject to the appropriation by the annual Town Meeting. If the Town Meeting fails to authorize such funding during any year of this Agreement, the Agreement shall terminate and become null and void at the end of the last year for which funding has been authorized. The Town holds the option to NOT renew the contract on poor performance.

Required services to be performed shall be completed strictly according to the schedule set forth in paragraph VII. **CONTRACTOR’S** failure to adequately maintain snow removal per this Agreement shall be cause for termination of this contract pursuant to Paragraph XII.

### **III. INDEMNIFICATION**

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

### **IV. INSURANCE**

**CONTRACTOR** shall provide the following insurances

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

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

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

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

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

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

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

**V. VEHICLES**

All vehicles utilized by the **CONTRACTOR** in the performance of services under this Agreement shall be licensed in the State of Maine and shall be operated by drivers with the required State of Maine driver's licenses. Each vehicle shall comply with all applicable state, local and federal regulations. Vehicles and other equipment shall be kept in good repair.

**VI. PERMITS AND LICENSES**

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

**VII. SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR**

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

**CONTRACTOR** shall conduct work so as to interfere as little as possible with Transfer Station business. Initial snow removal to commence at 3" and every 3" thereafter and will be completed 30 minutes before start of business and continue through business hours. After business hours and weekends, snow may accumulate to 6" and will be removed 30 minutes before start of business. Final clean-up will be done after each snow storm. Snow banks will be pushed back as necessary. Salting will be to bare lot.

**VIII. CONTRACT PRICE**

The **OWNER** shall pay the **CONTRACTOR** for the performance of services under this Agreement the sum of **\$3,000** (the "Contract Price"). **OWNER** will provide the **CONTRACTOR** salt for salting the Transfer Station only by **CONTRACTOR**

**IX. PAYMENT**

**CONTRACTOR** shall submit for **OWNER's** Approval, an invoice for Services performed. The **OWNER** shall pay the **CONTRACTOR** such approved amount in equal payments on the first accounts payable warrant beginning November through final payment in April. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

**X. ASSIGNMENT**

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

**XI. DISPUTES**

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



Except as otherwise expressly agreed by the parties exclusive venue for any such civil action shall be in York County, Maine

**XII. TERMINATION**

Either party may terminate this contract without cause upon ninety (90) days prior written notice to the other party. In the event of such termination, **TOWN** shall pay **CONTRACTOR** for all work satisfactorily performed prior to the actual termination. Furthermore, if the **CONTRACTOR** fails to perform according to the terms of this contract at the time and in the manner specified, **TOWN** shall have all legal and equitable remedies including termination for cause effective immediately upon written notice to **CONTRACTOR**. The **CONTRACTOR** will be paid for all work which is satisfactorily done by that time and **TOWN** shall have no obligation or liability to **CONTRACTOR** for any remaining balance or compensation under the contract.

**XIII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

**XIV. ENTIRE AGREEMENT: AMENDMENTS**

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

**XV. NON-WAIVER**

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

**XVI. NOTICES**

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

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

**CONTRACTOR:** Tibbetts Farms LLC  
53 Swetts Lane  
Lyman, ME 04002

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

\_\_\_\_\_  
Ralph Blackington, Chair

\_\_\_\_\_  
Victoria Gavel

\_\_\_\_\_  
Thomas Hatch, Vice Chair

\_\_\_\_\_  
Amber Swett

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

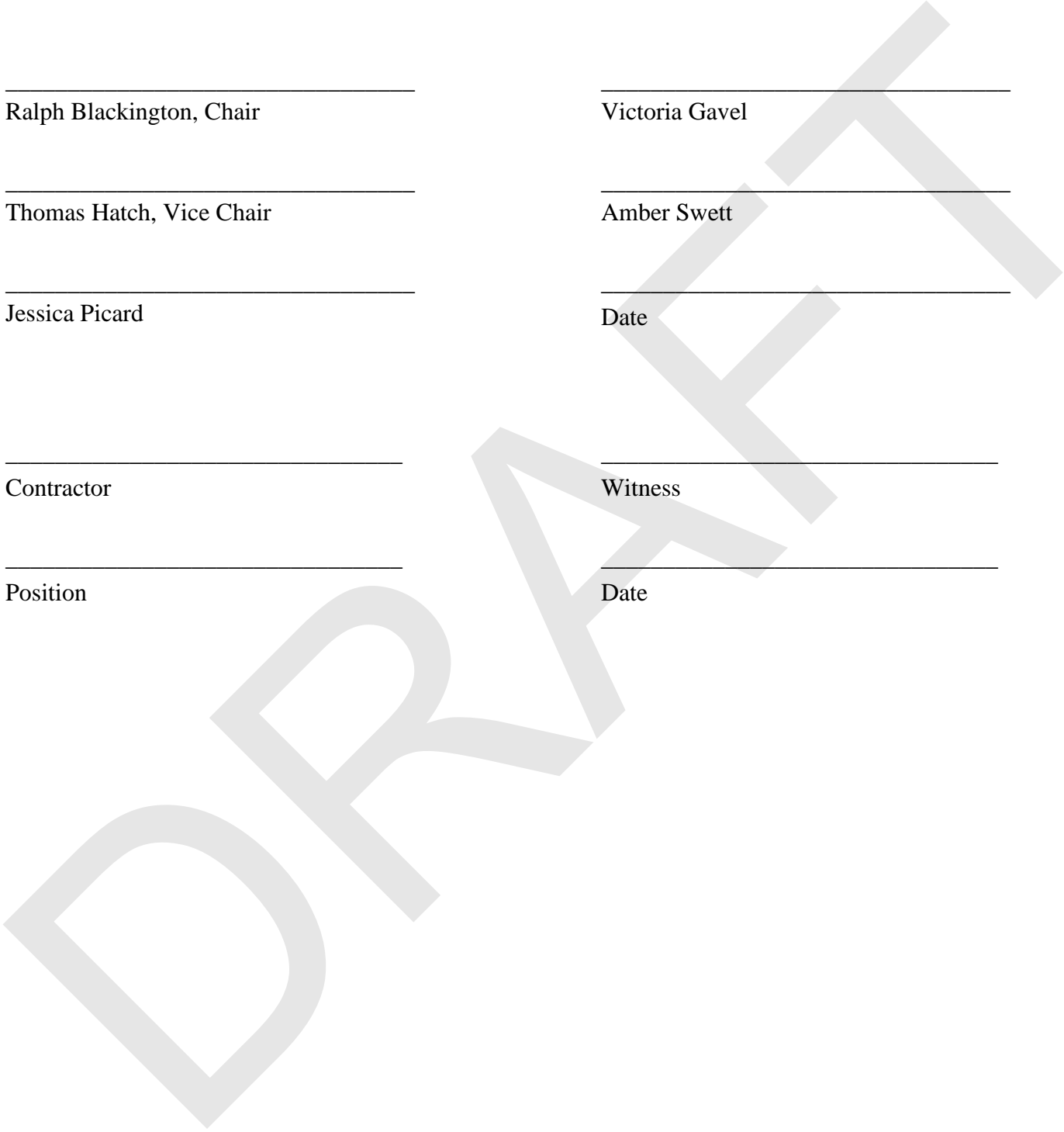
\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



# ITEM #7: (d.) Plowing Contract Bunganut Park SERVICE AGREEMENT

## PLOWING / SALTING OF BUNGANUT PARK LAKE SIDE PARKING AREA

THIS AGREEMENT is made this 5<sup>th</sup> day of **September, 2023** by and between the **INHABITANTS OF THE TOWN OF LYMAN**, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter “**TOWN**”) and **Tibbetts Farm LLC** (hereinafter “**Contractor**”).

### WITNESSETH

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

#### **I. SCOPE OF SERVICES**

Except as otherwise stated in the Agreement, **CONTRACTOR** shall furnish the materials, supplies, equipment, vehicle, facilities, and labor required to provide those services pursuant to paragraph VII, except as otherwise modified by this agreement.

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

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

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

The term of this agreement shall be for three (3) years for a period commencing November 1<sup>st</sup> and be completed on or by April 30<sup>th</sup> the following year, each year of this contract, unless sooner terminated as provided herein. The Town holds the option to renew contract beyond the three (3) years upon mutual agreement between the parties. The Town holds the option to NOT renew for any reason. Each year of this agreement is subject to the appropriation by the annual Town Meeting. If the Town Meeting fails to authorize such funding during any year of this Agreement, the Agreement shall terminate and become null and void at the end of the last year for which funding has been authorized. The Town holds the option to NOT renew the contract on poor performance.

Required services to be performed shall be completed strictly according to the schedule set forth in paragraph VII. **CONTRACTOR’S** failure to adequately maintain snow removal per this Agreement shall be cause for termination of this contract pursuant to Paragraph XII.

### **III. INDEMNIFICATION**

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

### **IV. INSURANCE**

**CONTRACTOR** shall provide the following insurances

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

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

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

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

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

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

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

**V. VEHICLES**

All vehicles utilized by the **CONTRACTOR** in the performance of services under this Agreement shall be licensed in the State of Maine and shall be operated by drivers with the required State of Maine driver's licenses. Each vehicle shall comply with all applicable state, local and federal regulations. Vehicles and other equipment shall be kept in good repair.

**VI. PERMITS AND LICENSES**

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

**VII. SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR**

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

**CONTRACTOR** shall conduct work so as to interfere as little as possible with Bunganut Park Lake Side area. Initial snow removal to commence at 3" and every 3" thereafter. Final clean-up will be done after each snowstorm. Snowbanks will be pushed back as necessary. Under circumstances of an ice storm/ freezing rain conditions, sanding will be done to bare lot. Parking area will be cleared to preferences suitable for a maximum of six parking spaces and a turnaround. For larger events requiring additional parking spaces, **CONTRACTOR** shall be notified by the **TOWN** in advanced anticipation of such needs.

**VIII. CONTRACT PRICE**

The **OWNER** shall pay the **CONTRACTOR** for the performance of services under this Agreement the sum of **\$700.00 per year** (the "Contract Price"). **OWNER** will provide the **CONTRACTOR** salt for salting the Bunganut Park Lake Side parking area only by **CONTRACTOR**

**IX. PAYMENT**

**CONTRACTOR** shall submit for **OWNER's** approval, an invoice for services performed. The **OWNER** shall pay the **CONTRACTOR** such approved amount in equal payments on the first accounts payable warrant beginning November through final payment in April. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

**X. ASSIGNMENT**

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

**XI. DISPUTES**

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between **CONTRACTOR** and **TOWN** arising out of or relating to the Agreement shall be decided by a Maine

court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties exclusive venue for any such civil action shall be in York County, Maine

**XII. TERMINATION**

Either party may terminate this contract without cause upon ninety (90) days prior written notice to the other party. In the event of such termination, **TOWN** shall pay **CONTRACTOR** for all work satisfactorily performed prior to the actual termination. Furthermore, if the **CONTRACTOR** fails to perform according to the terms of this contract at the time and in the manner specified, **TOWN** shall have all legal and equitable remedies including termination for cause effective immediately upon written notice to **CONTRACTOR**. The **CONTRACTOR** will be paid for all work which is satisfactorily done by that time and **TOWN** shall have no obligation or liability to **CONTRACTOR** for any remaining balance or compensation under the contract.

**XIII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

**XIV. ENTIRE AGREEMENT: AMENDMENTS**

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

**XV. NON-WAIVER**

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

**XVI. NOTICES**

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

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

**CONTRACTOR:** Tibbetts Farm LLC  
PO Box 456  
Alfred, ME 04002

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

\_\_\_\_\_  
Ralph Blackington, Chair

\_\_\_\_\_  
Victoria Gavel

\_\_\_\_\_  
Thomas Hatch, Vice Chair

\_\_\_\_\_  
Amber Swett

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

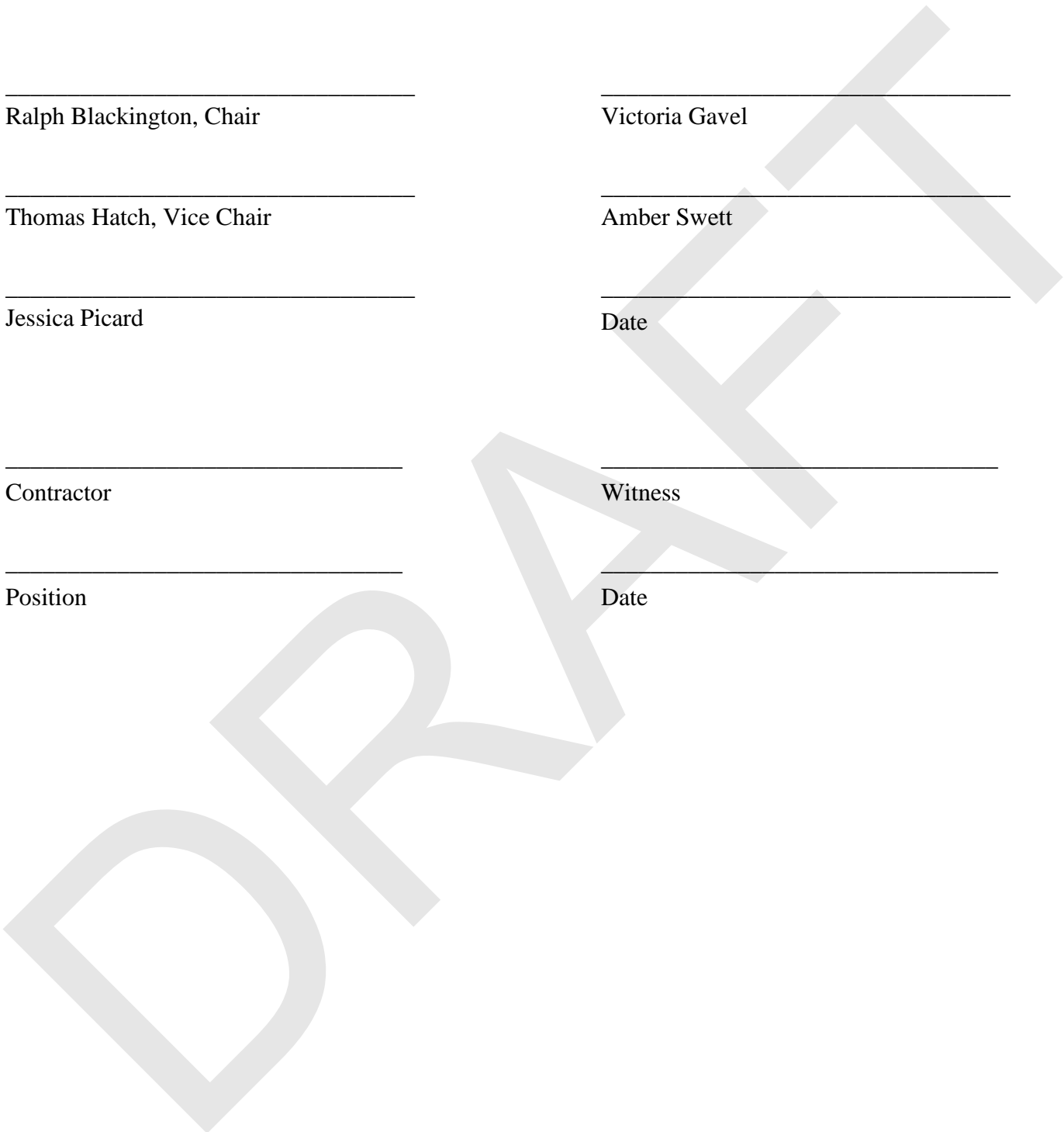
\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



# ITEM #7: (e.) Vote Recommendations for Warrant Article 2

## TOWN OF LYMAN SPECIAL TOWN MEETING WARRANT

TO KATRINA RANDALL, RESIDENT IN THE TOWN OF LYMAN, COUNTY OF YORK, AND THE STATE OF MAINE.

**GREETINGS:** In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Lyman, qualified to vote in Town affairs, to meet at the **Lyman Town Hall on Tuesday October 3, 2023 at 7:00 PM** and then there to act on articles numbered 1 through 2 as set out below. The election of Moderator will take place at 6:50 P.M.

**ARTICLE 1:** To choose a Moderator by written ballot to preside at said meeting.

**ARTICLE 2:** To see if the Town will vote to appropriate from surplus the sum of **\$134,746** for the **salaries and benefits** of the separate and distinct administrative positions of the Town Clerk and the Select Board Clerk.

Current Fiscal Years Budget	Selectmen's recommendation	Budget Committees recommendation
\$0.00	\$	\$

Selectmen's vote:

Budget Committee's Vote:

---

Given under our hand at Lyman, Maine this \_\_\_\_ day of \_\_\_\_\_, A.D., **2023**.

\_\_\_\_\_  
Ralph "Rusty" Blackington, Chair

\_\_\_\_\_  
Thomas Hatch, Vice Chair

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

\_\_\_\_\_  
Victoria Gavel

\_\_\_\_\_  
Amber Swett



# ITEM #7: (f.) Order for Special Town Meeting

## ORDER

**VOTED:** That it be and is hereby Ordered that a Special Town Meeting of the Town of Lyman be held on October 3<sup>rd</sup>, 2023, and that an attested copy of this order be placed on file with the Town Clerk of the Town of Lyman.

---

Given under our hands this 5<sup>th</sup> day of September, 2023 at Lyman Maine

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

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

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

\_\_\_\_\_  
Victoria Gavel

\_\_\_\_\_  
Amber Swett

# ITEM #7: (g.) YMCA Contract

## MANAGEMENT AGREEMENT

This AGREEMENT is entered into on May 5, 2022 and as amended on May 1<sup>st</sup>, 2023, by and between the INHABITANTS OF THE TOWN OF LYMAN, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine 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 Bunganut Park Management 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 1<sup>st</sup> 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 30<sup>th</sup> 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 Select Board. The Y.M.C.A. will be responsible for 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 Town Manager or in absence of the Town Manager the Select Boards designee 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 July, August and September, and the Town will provide the amount of \$4,100.00 for the month of October. Any adjustment of the contract price shall require written consent of both parties.

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, 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, and supply of vehicle passes. The Y.M.C.A. is responsible for costs associated with signage, 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. Box249  
1 Emile Lavasseur 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 each other as an additional named insured on 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 the 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 Y.M.C.A shall first seek to address them but if any matter escalates, the Y.M.C.A shall involve law enforcement officials as it has in the past.

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

IN WITNESS WHEREOF, as of the amendment date of May 1<sup>st</sup>, 2023 first above written, the parties hereto have set their hands and seals by their authorized representatives.

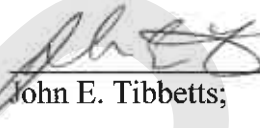
INHABITANTS OF THE TOWN OF LYMAN



\_\_\_\_\_  
Ralph Blackington, Selectmen's Chair

  
\_\_\_\_\_  
Thomas Hatch, Vice Chair

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

  
\_\_\_\_\_  
John E. Tibbetts;

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

  
\_\_\_\_\_  
Witness:  
Lindsay Gagne Select Board Clerk

SANFORD/SPRINGVALE Y.M.C.A.

\_\_\_\_\_  
By: Andrew Orazio  
Its: Chief Executive Officer