## PLEDGE OF ALLEGIANCE

## ITEM \#1 SPECIAL OFFERS/ PRESENTATIONS

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

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

## ITEM \#3 MINUTES

a. Review / Approve meeting minutes 9/5/2023

## ITEM \#4 SIGN WARRANTS

a. Payroll Warrant \#11 in the amount of $\mathbf{\$ 2 9 , 0 9 5 . 2 8}$
b. Accounts Payable Warrant \#10 (FY2024) in the amount of $\$ \mathbf{5 9} 9,633.16$

## ITEM \#5 UNFINISHED BUSINESS

a. Review / Approved contract for Snow Plowing at the Town Hall

ITEM \#6 DEPARTMENT AND COMMITTEE REPORTS
a. Local Health Officer - Updates
b. Road Commissioner -
c. Fire Chief - Request for approval of funds for survey of property on Barker Pond Rd
d. CEO-
e. Tax Clerk -
f. Treasurer - Expense Report 9-14-2023
g. Town Manager -
h. Other -

## ITEM \#7 NEW BUSINESS

a. Review / Approve Planning Board Bylaws and Mission Statement
b. MMA Membership committees and boards
c. Review / Approve Warrant for Special Town Meeting October 3, 2023
d. Appoint Warden for Special Town Meeting October 3, 2023

## OTHER

## EXCECUTIVE SESSION

## ADJOURN

Town of Lyman
Select Board Meeting Minutes
Monday September $5^{\text {th }}, 2023$ - 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: <br> 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

a. Select Board Public Hearing regarding Initiated Referenda

## Public Hearing is opened at 6:00pm.

Joe Wagner - States at the Town Meeting article 32 was voted in favor of salaries and funding of the previous fiscal year. After the Town Manager and Town Clerk positions were consolidated a petition to call for a Special Town Meeting was circulated and received a sufficient number of signatures to raise funding for additional salary positions. He refers to Title 38 and Title 21-A describing duties of Town Manager and Town Clerk. The article question addresses the restoration of Select Board Clerk and Town Clerk positions. He refers to other Towns having a combined Tonw Clerk and Town Manager position and that they will have several deputies, while other Towns have separate clerks and managers. The article is appropriating salaries from surplus and will not create an increase in taxes, however going into the next fiscal year may require an adjustment to the mill rate.
Carol Baker-Roux - States she would expect the Town Clerk and Select Board clerk not to be paid equally due to their responsibilities and also the board should consider adjusting the benefits so employees are paying into benefits, and this would help with cost savings.
There is no further comment. The Public hearing closes at 6:15pm

## 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.
Priscilla Ouelette - States the Kennebunk Pond Committee was established as an ADHOC committee to address the safety concerns at the Beach. Because they are an ADHOC committee they are not required to conduct their meetings in public, however, recently they have considered having their meetings open and posted for public attendance. The Committee has elected Karen Kane as Chair, Linda Carscallen elected as secretary. On September $1^{\text {st }}$, there was an onsite meeting with the architect and GT Scapes to review the upcoming project. They determined it will take approximately 25 days to complete the project. The tentative start date will be around October, November. Work will begin on the Beach side followed by the Parking side. Notices will be posted to apprise the public of park closures. Plantings of vegetation will be done in the Spring, weather permitting. The committee is working on gathering information regarding the gate system and will make recommendations. GT Scapes has agreed to complete the trenching requirements for the gate when the gate is ready to be installed. The committee is considering other gate options that may include basic design features allowing the gate to open and close automatically rather than use access cards, but with options to modify should the Town decide to enhance the functions of the gate.
Joe Wagner - Thanks GMFR and the Road Commissioner for taking care of a downed tree in the road. He states the State website has not been updated with a listing of Town Clerks and Registrars. He mentions at the last meeting two select board members were appointed as Ballot Clerks. He contacted the State Attorney Generals Office and found there is no statutory prohibition. He also
contacted Maine municipal Assoctiation as a Town Municipal Official and asked for an explanation regarding why that type of appointment may not be allowed and was informed the manual refers to common law not statutory law.
Priscilla Ouellette - States there have been concerns with trash debris and buildup at a property in town. She encourages the Board to observe the property. The trash build up is increasing and creating an issue with rats and safety hazards with needles left on the ground.
Sue Briggs - States there have been boulders removed from Kennebunk Pond Beach and placed on the end of Pines Road which is within the easement of the DOT zone. She's not sure who put them there, if it may have been one of the associations in that area. The rocks are causing a blockage for turnarounds by the boat ramp area.
b. Mail •Thank you Letter from Lifeflight •DAR letter

Reviewed in Agenda Packet

## ITEM \#3 MINUTES

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

Voctoria Gavel - Motions to approve. Thomas Hatch seconds the motion. Motion passes: 5-0-0

## ITEM \#4 SIGN WARRANTS

a. Payroll Warrant \#8 in the amount of $\mathbf{\$ 2 3 , 9 2 4 . 1 8}$

Amber Swett motions to accept. Thomas Hatch seconds. Motion passes: 5-0-0
b. Accounts Payable Warrant \#60 (FY2023) in the amount of $\$ 139,357.00$

Victoria Gavel - Motions to accept. Jessica Picard seconds.
Thomas Hatch - Asks to look into tree cutting on Walker Road and some work done on Grasshopper Lane if this can be clarified.
Motion passes: 5-0-0
c. Accounts Payable Warrant \#9 (FY2024) in the amount of $\$ 618,031.74$

Amber Swett - Motions to accept. Victoria Gavel seconds. Motion passes: 5-0-0

## ITEM \#5 UNFINISHED BUSINESS

a. Discuss updates - Kennebunk Pond Committee regarding automated gate system Victoria Gavel - States she asked for this to be on the agenda because after discussion from the last meeting she had questions about the gate functions and what the committee was recommending and she was wondering why there couldn't be a gate that just goes up and down, however, Priscilla clarified a lot these questions with her update form the committee. In the meantime, if safety is an issue, she lives down the street and would offer to open and close the gate if it's helpful.

## ITEM \#6 DEPARTMENT AND COMMITTEE REPORTS

a. Road Commissioner - none
b. Fire Chief -

Matt Duross - Reports in August GMFR responded to 74 incidents, a $50 \%$ increase from last year. As of Sunday, there have been about 600 calls, an increase from last year's calls of 547 . There were 17 multi-incidents. In August 30\% of all EMS transports were to the Maine Medical Center. GMFR has now hosted two community CPR classes with a third one scheduled. He is looking into getting a survey on the right-of-way on Barkers Pond Road to determine if it is Town Owned and if they will be able to place a dry hydrant there. They will need about $\$ 3,000$ to conduct the survey that would come out of the dry hydrant account.
c. CEO -

Town of Lyman
Select Board Meeting Minutes
Monday September $5^{\text {th }}, 2023$ - Lyman Town Hall
Brenda Charland - States for clarification she had requested to be appointed as Land Use Director because she may need to work with someone to establish setbacks or what's in the land use or researching information for the Planning Board. She's required to be certified for Maine 80k and formally authorized by the jurisdiction she represents.
d. Tax Clerk - None
e. Assessor - 2023-2024 Commitment Summary \& Historic Tax Information
f. Treasurer - Expense Report
g. Town Manager - Progress Report

Lindsay Gagne - States the Town Hall Expansion is currently being reviewed by the Engineer. She is working with them in collecting information and determining if DEP needs to be involved with the wetlands area behind the building. If this area is not able to be expanded on, the engineer will look into other options in adjusting the plans. There are a few elections coming up and the website has been updated to add a Town Meeting and Elections page to help streamline information sources for all the different events coming. The new Admin Clerk has started, and things are going very well so far.
h. Other -

## ITEM \#7 NEW BUSINESS

a. Discussion Shore Rd \& discontinuing agreement to pay annually 250.00 for road maintenance, see notes
Lindsay Gagne - Explains in 2019 the board had decided to pay the shore Road association \$250 annually to repair damages from the plowing of the hammerhead on that road. The Town has an easement with one of the property owners who is not part of the road association but has granted the easement to allow the plow truck to plow and turn around in the hammerhead section. Over the last two years, the road commissioner has gone out and repaired damages at the homeowner's request. The Road Association has agreed to discontinue the $\$ 250$ payments and the Town will take care of repairing damages in the hammerhead.
Thomas Hatch - Motions to discontinue the $\$ 250$ payment to the Shore Road Association. Jessica Picard - Seconds the motion. Motion passes: 5-0-0
b. Update contract for plowing of Town Hall

Amber Swett - States the Town Hall Plowing and sanding was budgeted for $\$ 4,640$ but the contract is for $\$ 4,700$. She would want the budget line to add up to the contract so there is less confusion. Jessica Picard - Suggests tabling the item and getting some clarification.
c. Update contract for plowing of Transfer Station

Jessica Picard - Motions to approve the Plowing/Salting of the Transfer Station to Tibbetts Farm LLC for $\$ \mathbf{3 , 0 0 0}$. Amber Swett - Seconds the motion. Motion passes: 5-0-0.
d. Review contract proposal for plowing at Bunganut Park

Lindsay Gagne - States Parks and Recs had asked if the Lake Side could be plowed to allow them to do more snowshoeing events this winter. The board had budgeted $\$ 700$ for this year to do that. Tibbetts Farm LLC would plow a small section of the parking area for this price and if the board determined they wanted more spaces plowed they would be willing to talk about that. Thomas Hatch - Motions to accept the contract with Tibbetts Farm LLC for $\$ 700$ to do the plowing of the lakeside at Bunganut Park.
Jessica Picard - Seconds the motion. Motion passed: 5-0-0
e. Discuss / vote recommendations for warrant article 2 (Warrant for 10/3/23 town meeting)

Jessica Picard - Motions that the Select Board recommendation for this warrant article be \$0 Amber Swett - Seconds the motion. Motion passes: 4-1-0 (Ralph Blackington, Thomas Hatch, Amber Swett, Jessica Picard in favor; Victoria Gavel opposed)

Select Board Meeting Minutes
Monday September 5 ${ }^{\text {th }}, 2023$ - Lyman Town Hall
f. Review / Approve order for special town meeting 10/3/23

Jessica Picard - Motions to approve the order for Special Town Meeting to be held on October 3, 2023. Amber Swett - Seconds the motion. Motion passes: 5-0-0
g. Discuss YMCA contract for FY2025, renewal is up in October 2024

Lindsay Gagne - States the contract term is good until October 2024, but if the board wants to renew or modify the contract, they may want to start doing some workshops to figure out what the budget will be going forward.
Michelle Feliccitti - States the Bunganut Committee had their first meeting. They are looking into different kinds of grants and day of caring and have done a survey to collect some feedback from the community.
A workshop is scheduled for Thursday September 28 ${ }^{\text {th }}, 2023$ at 6:00pm at the Town Hall.
h. Review / Approve Town Manager Contract

Thomas Hatch - Motions to go into executive session per MRSA 405 (A) for discussion on personnel matters.
Amber Swett - Seconds the motion. Motion passes: 4-1-0 (Ralph Blackington, Thomas Hatch, Amber Swett, Jessica Picard in favor; Victoria Gavel opposed)
Jessica Picard - Motions to come out of executive Session.
Thomas Hatch - Seconds the motion. Motion passes: 5-0-0
Jessica Picard - Motions to approve the contract for Town Manager
Thomas Hatch - Seconds the motion. Motions passes: 5-0-0

## OTHER

## EXCECUTIVE SESSION

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

See Item 7 (h)
ADJOURN
Jessica Picard - Motions to adjourn. Amber Swett seconds the motion. Motion passes: 5-0-0

Rusty "Ralph" Blackington

Thomas Hatch

Amber Swett

Jessica Picard

## Victoria Gavel

I, Lindsay Gagne, Town Manager of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 4 pages are the original minutes of the Select Board Meeting dated September $5^{\text {th }}, 2023$

Lindsay Gagne

Check
D / D
Check
Amount Date Employee

|  | 1 | 2,029.04 | Employee Checks |  |  | 79 SUSAN J BELLEROSE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 0.00 | 2,029.04 | 09/20/23 |  |
|  | 2 | 73.40 | 0.00 | 73.40 | 09/20/23 | 032 DANA A CARTER |
|  | 3 | 1,896.08 | 0.00 | 1,896.08 | 09/20/23 | 029 BRENDA D CHARLAND |
|  | 4 | 1,170.99 | 0.00 | 1,170.99 | 09/20/23 | 025 THOMAS M CROTEAU |
|  | 5 | 44.61 | 0.00 | 44.61 | 09/20/23 | 050 MICHELLE R FELICCITII |
|  | 6 | 2,327.15 | 0.00 | 2,327.15 | 09/20/23 | 028 LINDSAY GAGNE |
|  | 7 | 1,856.44 | 0.00 | 1,856.44 | 09/20/23 | 016 LAURIE L GONSKA |
|  | 8 | 137.14 | 0.00 | 137.14 | 09/20/23 | 117 PAUL HAKALA |
|  | 9 | 864.26 | 0.00 | 864.26 | 09/20/23 | 03 HOLLY LHART |
|  | 10 | 123.01 | 0.00 | 123.01 | 09/20/23 | 069 LORNAJ HENLEY |
|  | 11 | 256.42 | 0.00 | 256.42 | 09/20/23 | 007 THOMAS M HOLLAND |
|  | 12 | 82.84 | 0.00 | 82.84 | 09/20/23 | 18 BARBARA E HULL |
|  | 13 | 1,520.94 | 0.00 | 1,520.94 | 09/20/23 | 015 JEANETTE E LEMAY |
|  | 14 | 759.55 | 0.00 | 759.55 | 09/20/23 | 036 JULIE LEMIEUX |
|  | 15 | 82.84 | 0.00 | 82.84 | 09/20/23 | 067 MARGARET C MACDONALD |
|  | 16 | 1,404.00 | 0.00 | 1,404.00 | 09/20/23 | 041 RANDALL L MURRAY |
|  | 17 | 427.00 | 0.00 | 427.00 | 09/20/23 | 19 BRIAN D. RACICOT |
|  | 18 | 408.54 | 0.00 | 408.54 | 09/20/23 | 123 KYLE D RACICOT |
|  | 19 | 79.65 | 0.00 | 79.65 | 09/20/23 | 054 FAITH H RICHARD |
|  | 20 | 454.90 | 0.00 | 454.90 | 09/20/23 | 002 DAVID W RILEY |
|  | 21 | 103.61 | 0.00 | 103.61 | 09/20/23 | 020 DAVID H SANTORA |
|  | 22 | 89.21 | 0.00 | 89.21 | 09/20/23 | 34 IRENE C SINGLE |
|  | 23 | 1,175.15 | 0.00 | 1,175.15 | 09/20/23 | 053 AMBER M SWETT |
|  | 24 | 1,090.79 | 0.00 | 1,090.79 | 09/20/23 | 037 REBEKAH S THOMPSON |
|  | 25 | 293.58 | 0.00 | 293.58 | 09/20/23 | 40 RAYMOND J VALLERE |
| Total |  | ,751.14 | 0.00 | 751.14 |  |  |


|  |  |  | Direct Deposit Checks |  |  | D / D 1 BIDDEFORD SAVINGS BANK |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 26 | 0.00 | 18,751.14 | 18,751.14 | 09/20/23 |  |
| Total |  | 0.00 | 18,751.14 | 18,751.14 |  |  |


|  | 27 | 0.00 | Trust \& Agency Checks |  |  | T \& A 1 I.R.S. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 6,559.42 | 6,559.42 | 09/20/23 |  |
|  | 28 | 0.00 | 1,197.35 | 1,197.35 | 09/20/23 | T\&A3 ICMA |
|  | 29 | 0.00 | 1,109.55 | 1,109.55 | 09/20/23 | T \& A 2 MAINE REVENUE SERVICES |
|  | 30 | 0.00 | 1,477.82 | 1,477.82 | 09/20/23 | T\&AG MPERS |
| Total |  | 0.00 | 10,344.14 | 10,344.14 |  |  |

Check D/D Check Amount Date Employee

|  | Summary |  |  |
| ---: | :--- | ---: | ---: |
| Checks: | Regular | 0.00 | 25 |
|  | D / D | $18,751.14$ | 1 |
| Employee | $18,751.14$ |  |  |
|  | T \& A | $10,344.14$ | 4 |
|  | Voided |  | 0 |
| Total | $\mathbf{2 9 , 0 9 5 . 2 8}$ | $\mathbf{3 0}$ |  |

WARRANT: 11

| Check | D / D | Check | Emblovee | Gross Pay |
| :---: | :---: | :---: | :---: | :---: |
| 1 | 2,029.04 | 0.00 | 79 SUSAN J BELLEROSE | 3,037.21 |
| 2 | 73.40 | 0.00 | 032 DANA A CARTER | 79.48 |
| 3 | 1,896.08 | 0.00 | 029 BRENDA D CHARLAND | 2,775.14 |
| 4 | 1,170.99 | 0.00 | 025 THOMAS M CROTEAU | 1,733.14 |
| 5 | 44.61 | 0.00 | 050 MICHELLE R FELICCITTI | 48.30 |
| 6 | 2,327.15 | 0.00 | 028 LINDSAY GAGNE | 3,301.92 |
| 7 | 1,856.44 | 0.00 | 016 LAURIE L GONSKA | 2,913.46 |
| 8 | 137.14 | 0.00 | 117 PAUL HAKALA | 148.50 |
| 9 | 864.26 | 0.00 | 03 Holly lhart | 990.00 |
| 10 | 123.01 | 0.00 | 069 LORNA J HENLEY | 133.20 |
| 11 | 256.42 | 0.00 | 007 THOMAS M HOLLAND | 286.85 |
| 12 | 82.84 | 0.00 | 18 barbara e hull | 89.70 |
| 13 | 1,520.94 | 0.00 | 015 JEANETte E Lemay | 2,405.15 |
| 14 | 759.55 | 0.00 | 036 JUlie lemieux | 1,029.00 |
| 15 | 82.84 | 0.00 | 067 MARGARET C MACDONALD | 89.70 |
| 16 | 1,404.00 | 0.00 | 041 RANDALL L MURRAY | 1,960.80 |
| 17 | 427.00 | 0.00 | 19 BRIAN D. RACICOT | 517.93 |
| 18 | 408.54 | 0.00 | 123 KYLE D RACICOT | 483.00 |
| 19 | 79.65 | 0.00 | 054 FAITH H RICHARD | 86.25 |
| 20 | 454.90 | 0.00 | 002 DAVID W RILEY | 492.58 |
| 21 | 103.61 | 0.00 | 020 DAVID H SANTORA | 112.20 |
| 22 | 89.21 | 0.00 | 34 IRENE C SINGLE | 96.60 |
| 23 | 1,175.15 | 0.00 | 053 AMBER M SWETT | 1,272.50 |
| 24 | 1,090.79 | 0.00 | 037 REBEKAH STHOMPSON | 1,612.64 |
| 25 | 293.58 | 0.00 | 40 RAYMOND J VALLIERE | 317.90 |
| 26 | 0.00 | 18,751.14 | D / D 1 BIDDEFORD SAVINGS BANK |  |
| 27 | 0.00 | 6,559.42 | T \& A 1 I.R.S. |  |
| 28 | 0.00 | 1,197.35 | T \& A 3 ICMA |  |
| 29 | 0.00 | 1,109.55 | T \& A 2 MAINE REVENUE SERVICES |  |
| 30 | 0.00 | 1,477.82 | T\&A 9 MPERS |  |

WARRANT: 11

| Check | D / D | Check | Emolovee |
| :---: | ---: | ---: | ---: | Gross Pay $/ \mathbf{2 6 , 0 1 3 . 1 5}$

Put into $A / P$
Taken out of $A / P$
Total Payroll

10,397.92
(10,344.14)
29,149.06

| Count |  |
| :--- | :--- |
| Checks | 30 |

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 PAX UNTO THE PARTIEG NAMED IN THIS SCHEDULE.

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

ITEM \#4: (b.)

| Type | Check | Amount | Date | Wrnt | Payee |
| :---: | :---: | :---: | :---: | :---: | :---: |
| P | 9999 | 1,496.42 | 09/20/23 | 10 | 0091 CENTRAL MAINE POWER, INC. |
| P | 10035 | 12,925.19 | 09/05/23 | 10 | 0569 SECRETARY OF STATE |
| P | 10036 | 19.00 | 09/08/23 | 10 | 0643 TREASURER, STATE OF MAINE |
| P | 10037 | 4,410.09 | 09/08/23 | 10 | 0647 TREASURER ${ }^{\text {S }}$ STATE OF MAINE |
| P | 10038 | 13,986.51 | 09/12/23 | 10 | 0569 SECRETARY OF STATE |
| R | 10039 | 81.45 | 09/20/23 | 10 | 0218 AMAZON CAPITAL SERVICES |
| R | 10040 | 4,925.00 | 09/20/23 | 10 | 0335 C.I.A. SALVAGE INC |
| R | 10041 | 64.00 | 09/20/23 | 10 | 0994 CINTAS CORPORATION- \# 758 |
| R | 10042 | 40.00 | 09/20/23 | 10 | 0101 CUNNINGHAM SECURTY SYSTEMS |
| R | 10043 | 390.00 | 09/20/23 | 10 | 0133 DAVID W. RILEY |
| R | 10044 | 111.90 | 09/20/23 | 10 | 0090 DOWNEAST FLOWERS |
| R | 10045 | 17,566.31 | 09/20/23 | 10 | 0500 ECOMAINE |
| R | 10046 | 49.20 | 09/20/23 | 10 | 0147 GONETSPEED |
| R | 10047 | 525.85 | 09/20/23 | 10 | 0072 GWI |
| R | 10048 | 214.97 | 09/20/23 | 10 | 0184 JEANETTE LEMAY |
| R | 10049 | 20.20 | 09/20/23 | 10 | 0322 KENNEBUNK LIGHT \& POWER DISTRICT |
| R | 10050 | 31.44 | 09/20/23 | 10 | 0131 LAURIE GONSKA |
| R | 10051 | 475.00 | 09/20/23 | 10 | 0288 MAINE REVENUE SERVICES |
| R | 10052 | 335.00 | 09/20/23 | 10 | 0047 NEST \& SONS, INC. |
| R | 10053 | 20.00 | 09/20/23 | 10 | 0502 REGISTRY OF DEEDS |
| R | 10054 | 114.00 | 09/20/23 | 10 | 0502 REGISTRY OF DEEDS |
| R | 10055 | 76.00 | 09/20/23 | 10 | 0502 REGISTRY OF DEEDS |
| R | 10056 | 97.98 | 09/20/23 | 10 | 0224 SPECTRUM/TIME WARNER CABLE |
| R | 10057 | 157.95 | 09/20/23 | 10 | 0062 THOMAS HOLLAND |
| R | 10058 | 204.47 | 09/20/23 | 10 | 0148 VERIZON WIRELESS |
| $R$ | 10059 | 158.86 | 09/20/23 | 10 | 0985 WARRENS OFFICE SUPPLIES |
| R | 10060 | 52.84 | 09/20/23 | 10 | 0675 WHITE SIGN, INC. |
| P | 99999 | 19.99 | 09/20/23 | 10 | 0095 CARDMEMBER SERVICE |
| P | 99999 | 579.54 | 09/20/23 | 10 | 0095 CARDMEMBER SERVICE |
| P | 99999 | 22.00 | 09/20/23 | 10 | 0095 CARDMEMBER SERVICE |
| P | 99999 | 462.00 | 09/20/23 | 10 | 0095 CARDMEMBER SERVICE |
| Total |  | 59,633.16 |  |  |  |


| Count |  |
| :--- | ---: |
| Checks | 31 |
| Voids | 0 |



CTRCT SVS WA / PROF SVS MET

Vendor Total- 4,925.00
00095 CARDMEMBER SERVICE

| 0145 | 99999 |
| :--- | :---: |
| STAMPS |  |
|  |  |
| 0145 | 99999 |
| CAMERA'S FOR VAULT |  |

09

E 110-11-60-650
UPPLIES / POSTAGE
Invoice Total-
CAMEPA'S FOR VAULT
E 191-11-70-790
579.54
0.00

EQUIPMENT / OTHER EQUIP
Invoice Total-
014599999

MICROSOFT
99999
09

CTRCT SVS EQ / PROF SVS
Invoice Total-
0145
MICROSOFT

$$
081723
$$

$19.99 \quad 0.00$
19.99

| 579.54 | 0.00 |
| :--- | :--- |

579.54

E0600028MO
$22.00 \quad 0.00$

| 22.00 |  |
| :---: | :---: |
| E06000ZJYH |  |
| 462.00 | 0.00 |

0.00

99999
09
MICROSOFT
E 110-11-32-310
110-11-32
CTRCT SVS EQ / PROF SVS

## Invoice Total- <br> Vendor Total-

- 

$\frac{462.00}{1,083.53}$

00091 CENTRAL MAINE PONER, INC.



A / P Warrant

Warrant 10




00224 SPECTRUM/TIME WARNER CABLE


## 00643 IREASURER, STATE OF MAINE

| 0145 | 10036 | 09 | DOGS | AUG |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| DOGS |  |  | $G 1-256-00$ | 19.00 |  |

Werrant 10


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 OE SELECTMEN
RALPH BLACKINGTON $\qquad$
THOMAS hATCH
JESSICA PICARD
VICTORIA GAVEL
AMBER SWETT $\qquad$

# SERVICE AGREEMENT <br> PLOWING / SALTING / PARKING LOT \& WALKWAY'S OF LYMAN TOWN HALL 

THIS AGREEMENT is made this $\_8^{\text {th }} \quad$ _ 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 ${ }^{\text {st }}$ and be completed on or by April $30^{\text {th }}$ 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 §81018118, 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 $\mathbf{\$ 4 , 6 4 0}$ (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

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 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

Thomas Hatch, Vice Chair

Jessica Picard

David Riley

Owner $\qquad$
Position

Victoria Gavel

Amber Swett

Date

Witness

Date

# ITEM \#6: (c.) GMFR 

## GMFR

Request for approval to spend not more than $\$ 3,000$ for a survey of Right-of-Way on Barkers Pond Road to determine if they can place Dry Hydrant there.

Funds to come out of the Dry Hydrant Account
Current Funds Available: \$20,615.99

Note: Dry Hydrant is expected to cost $\$ 15,000$ out of the account.
$\begin{array}{lr}0.00 & \mathbf{3 5 1 , 4 1 4 . 7 8} \\ \mathbf{0 . 0 0} & 351,414.78\end{array}$



 N
No
O.
N
N
 $14,158.87$
$14,158.87$
$7,934.25$
340.00
$5,884.62$
 $\stackrel{\circ}{\text { ल }}$ $\stackrel{\circ}{\mathrm{N}} \stackrel{8}{\mathrm{~N}}$ 8
O.
ì
ì



 o̊ -8
 응 O 0.00 0.00 0.00 $\circ$ 0.00
0.00 $\stackrel{\circ}{\circ}$ $\circ$ 0.00 8 O $\circ 0_{0}^{\circ}$ $\stackrel{\circ}{\circ}$ 8.8 0.00 응 웅 응 $\stackrel{\circ}{\circ}$

 8 88
0.8
$i n$
$i n$
$i$
 으․ 14,818.00

 | 8 |
| :--- |
| $\stackrel{\infty}{\infty}$ |
| + |品 6,000.00 $3,580.00$

$3,580.00$ | $\circ$ |
| :--- |
| 0.0 |
| $M$ |
| $M$ | 373.00

373.00
373.00 $\circ$
$\stackrel{\circ}{\circ}$
$\stackrel{\circ}{\circ}$
M


 | 8 |
| :---: |
| $\underset{\sim}{~}$ |
| $\underset{\sim}{7}$ |
|  | $123,121.00$

$1,000.00$侖 오응 8 $3,394.00$
$3,394.00$

 $\begin{array}{rr}\text { BUDGET } & \text { BUDGET } \\ \text { ORIGINAL ADJUSTMENT }\end{array}$

223,592.89
42,619.11


77.00
0.00 0.00
0.00 00095 160.00
160.00 $41,422.11$
$41,422.11$
 843.99
51.45 $\begin{array}{r}51.45 \\ 2,624.88 \\ \hline 153\end{array}$
 $7,458.00$
$\mathbf{5 3 , 3 4 3 . 0 0}$
$33,970.00$
455.00
$7,500.00$
$26,015.00$
$19,373.00$
$19,373.00$

$$
\begin{aligned}
& 0.00 \\
& 0.00 \\
& 0.00 \\
& 0.00 \\
& 0.00 \\
& 0.00 \\
& 0.00 \\
& 0.00 \\
& 0.00
\end{aligned}
$$

266,347.00 $11,410.00$
$11,410.00$ $11,410.00$
$9,515.00$ 1,895.00 120.00 120.00
120.00 120.00
500.00 500.00
50.00
500.00鬲 $254,31,717$
254,00 $51,199.00$
$151,887.00$ 151,887.00
$4,414.00$ 120.00
$12,614.00$
 8
8
8
8
8
 64,008.00 8
0
0
0
0
 4,760.00

### 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 $\stackrel{8}{\circ}$ 웅뭉뭉뭉뭉웅웅

 1,895.00 120.00 120.00
120.00 500.00 500.00
500.00 500.00
500.00 $254,317.00$
$254,317.00$ $254,317.00$
5 151,887.00 4,414.00 120.00
$12,614.00$ $12,614.00$
$29,583.00$

$4,500.00$ 13,831.00 | $9,071.00$ |
| :--- |
| 76.000 | 4,760.00



102 - BENEFITS 11 - TOWN HALL
$20-$ BENEFITS
$280-$ TRAINING
290 - MEMB \& DUES
$\mathbf{1 3}$ - ELECTIONS
20 - BENEFITS
$280-$ TRAINING
$\mathbf{3 1}$ - TRANFER STAT
20 - BENEFITS
$280-$ TRAINING
99 - NOT SPECIFIE
20 - BENEFITS
201 - FICA
$210-$ HEALTH
211 - DENTAL
$214-$ LIFE NO MED
$230-457 B ~ E R ~ M A T C ~$
$231-$ MPERS ER
$250-$ PTO BUYOUT

110 - GEN ADMIN
11 - TOWN HALL
32 - CTRCT SVS EQ
310 - PROF SVS
39 - CONT SVS OTH
315 - MEMB \& DUES
399 - OTHER

$$
\begin{array}{r}
1,721.10 \\
1,990.83 \\
1,990.83 \\
0.00 \\
718.33 \\
7,272.50 \\
1.00 \\
0.00
\end{array}
$$

$$
\begin{array}{r}
51,352.17 \\
31,979.17 \\
455.00 \\
\hline 70.17
\end{array}
$$

$$
\begin{array}{r}
\begin{array}{r}
4,751007 \\
\hline
\end{array}, 780
\end{array}
$$

## BUDGET

 BUDGET BUDGETORIGINAL ADJUSTMENT
950.00
950.00
$1,850.00$
$1,850.00$
$1,36.000$
660.00
660.00
700.00
700.00
44.000
440.00
440.00
$3,770.00$
$2,620.00$
$2,660.00$
$1,250.00$
$1,150.00$
0.00
0.00
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
0.00
0.00

10,760.18
$\mathbf{0 . 0 0}$
0.00 0.00
0.00
$\mathbf{1 0 , 7 6 0 . 1 8}$
$10,760.18$
0.00
0.00
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
0.00
0.00 0.00
950.00
950.00
$1,850.00$
$1,850.00$
$\mathbf{1 , 3 6 0 . 0 0}$
660.00
660.00
700.00
700.00
$\mathbf{4 4 0 . 0 0}$
440.00
440.00
$\mathbf{3 , 7 7 0 . 0 0}$
$2,620.00$
$2,620.00$
$1,150.00$
$1,150.00$
0.00
0.00
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
$\mathbf{0 . 0 0}$
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
 $\mathbf{1 1 , 4 0 0 . 0 0}$
11,40000
1,00000
$16,140.27$
$16,140.27$
$16,400.27$

121,500.00
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\qquad$

$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{rrrr}\mathbf{4 , 6 4 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{4 , 6 4 0 . 0 0} \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ 4,640.00 & 0.00 & 0.00 & 4,640.00 \\ \mathbf{7 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{7 0 0 . 0 0} \\ 700.00 & 0.00 & 0.00 & 700.00 \\ 700.00 & 0.00 & 0.00 & 700.00 \\ \mathbf{1 , 2 0 0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{0 . 0 0} & \mathbf{1 , 2 0 0 . 0 0} \\ 1,200.00 & 0.00 & 0.00 & 1,200.00 \\ 1,200.00 & 0.00 & 0.00 & 1,200.00\end{array}$
$\begin{array}{lllllllll}8 & 8 & 8 & 8 & 0 & 0 & 0 & 8 & 0 \\ 0 & 0 & 0 & 0 & 0 & 0 & 0 & 0 & 0\end{array}$
$\begin{array}{llllllll}8 & 8 & 8 & 8 & 8 & 0 & 0 & 8 \\ 0 & 0 \\ 0 & 0 & 0 & 0 & 0 & 0 & 0 & 0\end{array}$


61,642.00
11,500.00 $11,500.00$
$11,500.00$ 50,142.00 $50,142.00$
$50,142.00$ $00^{\circ} 0+6$ IS9
143 - B\&G PLOWING
$\mathbf{1 1}$ - TOWN HALL
31 - CTRCT SVS BL
360 - PLOW \& SAND
$\mathbf{2 2}$ - BUNGANUT
31 - CTRCT SVS BL
360 - PLOW \& SAND
$\mathbf{2 3}$ - KBP
31 - CTRCT SVS BL
360 - PLOW \& SAND

| $\mathbf{0 . 0 0}$ | $\mathbf{0 . 0 0}$ | $\mathbf{3 , 0 0 0 . 0 0}$ |
| ---: | ---: | ---: |
| 0.00 | 0.00 | $3,000.00$ |
| 0.00 | 0.00 | $3,000.00$ |
| $\mathbf{1 2 1 , 5 0 0 . 0 0}$ | $\mathbf{3 2 8 , 5 0 0 . 0 0}$ | $\mathbf{1 9 2 , 4 0 0 . 0 0}$ |
| $121,500.00$ | $328,500.00$ | $192,400.00$ |
| $121,500.00$ | $328,500.00$ | $192,400.00$ |

oin1,350.00 $\stackrel{8}{\circ}$ Ni N 오오응 옹 읓 1,450.00 $1,450.00$
$1,110.00$

$1,110.00$品 | $\circ$ |
| :--- | 33,916.32 $\begin{array}{rrr}\mathbf{1 , 2 5 5 . 0 3} & \mathbf{0 . 0 0} & \mathbf{1 1 , 2 2 8 . 9 7} \\ 1,255.03 & 0.00 & 11,228.97 \\ 0.00 & 0.00 & 3,984.00\end{array}$


| Lyman 1:04 PM | Expense Summary Report |  |  |  |  |  | $\begin{array}{r} 09 / 14 / 2023 \\ \text { Page } 7 \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | FUND: 1 <br> ALL Months |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | BUDGET | GGET | BUDGET | YTD | OUTSTAND | EXPENDED |  |
| ACCOUNT | ORIGINAL | MENT | NET | NET | ENCUM | BALANCE |  |
| 147 - B\&G ENERGY CONT'D |  |  |  |  |  |  |  |
| 560 - ELECTRICITY | 8,500.00 | 0.00 | 8,500.00 | 1,255.03 | 0.00 | 7,244.97 |  |
| 21 -RECREATION | 500.00 | 0.00 | 500.00 | 144.90 | 0.00 | 355.10 |  |
| 50 - UTILITIES | 500.00 | 0.00 | 500.00 | 144.90 | 0.00 | 355.10 |  |
| 560 - ELECTRICITY | 500.00 | 0.00 | 500.00 | 144.90 | 0.00 | 355.10 |  |
| 22 - BUNGANUT | 4,500.00 | 0.00 | 4,500.00 | 441.50 | 0.00 | 4,058.50 |  |
| 50 - UTILITIES | 4,500.00 | 0.00 | 4,500.00 | 441.50 | 0.00 | 4,058.50 |  |
| 560 - ELECTRICITY | 4,500.00 | 0.00 | 4,500.00 | 441.50 | 0.00 | 4,058.50 |  |
| 23-KBP | 2,000.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 |  |
| 50 - UTILITIES | 2,000.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 |  |
| 560 - ELECTRICITY | 2,000.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 |  |
| 31 - TRANSFER STA | 9,000.00 | 0.00 | 9,000.00 | 512.62 | 0.00 | 8,487.38 |  |
| $50-$ UTILITIES | 9,000.00 | 0.00 | 9,000.00 | 512.62 | 0.00 | 8,487.38 |  |
| 560 - ELECTRICITY | 9,000.00 | 0.00 | 9,000.00 | 512.62 | 0.00 | 8,487.38 |  |
| 51 - ROADS | 8,500.00 | 0.00 | 8,500.00 | 713.63 | 0.00 | 7,786.37 |  |
| $50-$ UTILITIES | 8,500.00 | 0.00 | 8,500.00 | 713.63 | 0.00 | 7,786.37 |  |
| 560 - ELECTRICITY | 8,500.00 | 0.00 | 8,500.00 | 713.63 | 0.00 | 7,786.37 |  |
| 148 - B\&G SIGNS | 6,500.00 | 0.00 | 6,500.00 | 1,178.36 | 0.00 | 5,321.64 |  |
| 21 - RECREATION | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 60 - SUPPLIES | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 670 - SIGNS | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 22 - BUNGANUT | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 60 - SUPPLIES | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 670 - SIGNS | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 31 - TRANSFER STA | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 60 - SUPPLIES | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 670 - SIGNS | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 51 - ROADS | 5,000.00 | 0.00 | 5,000.00 | 1,178.36 | 0.00 | 3,821.64 |  |
| 60 - SUPPLIES | 5,000.00 | 0.00 | 5,000.00 | 1,178.36 | 0.00 | 3,821.64 |  |
| 670 - SIGNS | 5,000.00 | 0.00 | 5,000.00 | 1,178.36 | 0.00 | 3,821.64 |  |
| 150 - TRF STATION | 335,340.00 | 0.00 | 335,340.00 | 43,154.69 | 450.00 | 291,735.31 |  |
| 31 - TRANSFER STA | 335,340.00 | 0.00 | 335,340.00 | 43,154.69 | 450.00 | 291,735.31 |  |
| 35 - CTRCT SVS WA | 310,380.00 | 0.00 | 310,380.00 | 42,526.93 | 0.00 | 267,853.07 |  |
| 310 - PROF SVS | 2,980.00 | 0.00 | 2,980.00 | 564.50 | 0.00 | 2,415.50 |  |
| 349 - PROF SVS CAN | 2,400.00 | 0.00 | 2,400.00 | 400.00 | 0.00 | 2,000.00 |  |

$\begin{array}{rr}10,000.00 & 0.00 \\ \mathbf{1 0 , 0 0 0 . 0 0} & \mathbf{0 . 0 0} \\ 10,000.00 & 0.00 \\ 10,000.00 & 0.00\end{array}$
$\begin{array}{rr}50,000.00 & 0.00 \\ \mathbf{5 0 , 0 0 0 . 0 0} & \mathbf{0 . 0 0} \\ 50,000.00 & 0.00 \\ 50,000.00 & 0.00\end{array}$
$\begin{array}{rr}18,674.00 & 0.00 \\ \mathbf{1 8 , 6 7 4 . 0 0} & \mathbf{0 . 0 0} \\ 18,674.00 & 0.00 \\ 18,674.00 & 0.00\end{array}$
$\begin{array}{rr}18,674.00 & 0.00 \\ \mathbf{1 8 , 6 7 4 . 0 0} & \mathbf{0 . 0 0} \\ 18,674.00 & 0.00 \\ 18,674.00 & 0.00\end{array}$
$\begin{array}{rr}18,674.00 & 0.00 \\ \mathbf{1 8 , 6 7 4 . 0 0} & \mathbf{0 . 0 0} \\ 18,674.00 & 0.00 \\ 18,674.00 & 0.00\end{array}$
$194,200.00$
144,200.00
0.00
0.00
0.00
45,150.00

$\begin{array}{llll}00 \cdot 000^{\prime} 0 \mathrm{~s} & 00^{\circ} 0 & 00 \cdot 0 & 00^{\circ} 000^{\prime} \mathrm{os} \\ 00^{\circ} 000^{\prime} 0 \mathrm{~s} & 00^{\circ} 0 & 00^{\circ} 0 & 00^{\prime 000^{\prime} 0 \mathrm{~s}} \\ 00^{\circ} 0 & 00^{\circ} 0 \mathrm{~s}^{\prime} \mathrm{s} & 00^{\circ} \mathrm{O} & 00^{\circ} 0 \mathrm{o}^{\prime} \mathrm{s}\end{array}$
0.00
0.00
0.00
0.00
0.00
0.00
0.00
.

$$
\begin{array}{r}
32,715.00 \\
32,715.00 \\
32,715.00 \\
32,715.00 \\
\hline 90,000.00 \\
\mathbf{9 0 , 0 0 0 . 0 0} \\
90,000.00 \\
90,000.00
\end{array}
$$

$$
\begin{array}{r}
18,674.00 \\
\mathbf{1 8 , 6 7 4 . 0 0} \\
18,674.00 \\
18,674.00
\end{array}
$$

$$
32,715.00
$$

- 

32,715.00
$32,715.00$ 32,715.00
$90,000.00$
$\mathbf{9 0 , 0 0 0 . 0 0}$
$90,000.00$
$90,000.00$
239,350.00

29,955.00
$29,955.00$
$28,800.00$
$1,155.00$
0.00
0.00
0.00
$\begin{array}{rr}\mathbf{5 , 5 0 0 . 0 0} & \mathbf{1 0 8 , 7 4 5 . 0 0} \\ 5,500.00 & 58,745.00 \\ 0.00 & 25,700.00 \\ 0.00 & 33,045.00 \\ 5,500.00 & 0.00 \\ 0.00 & 50,000.00 \\ 0.00 & 50,000.00\end{array}$ 50,000.00

| Lyman 1:04 PM | Expense Summary Report |  |  |  |  |  | $\begin{array}{r} 09 / 14 / 2023 \\ \text { Page } 10 \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | ALL Months |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | BUDGET | BUDGET | BUDGET | YTD | OUTSTAND | EXPENDED |  |
| ACCOUNT | ORIGINAL | USTMENT | NET | NET | ENCUM | BALANCE |  |
| 181 - OUTS GEN AD CONT'D |  |  |  |  |  |  |  |
| 15 - CEMETERIES | 8,500.00 | 45,150.00 | 53,650.00 | 12,638.91 | 0.00 | 41,011.09 |  |
| 37 - CONT OUT | 8,500.00 | 45,150.00 | 53,650.00 | 12,638.91 | 0.00 | 41,011.09 |  |
| 399 - CONT SVS OTH | 8,500.00 | 45,150.00 | 53,650.00 | 12,638.91 | 0.00 | 41,011.09 |  |
| 17 - PLANNING | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 33 - CONT PROF | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 310 - PROF SERV | 500.00 | 0.00 | 500.00 | 0.00 | 0.00 | 500.00 |  |
| 22 - BUNGANUT | 41,000.00 | 0.00 | 41,000.00 | 36,900.00 | 4,100.00 | 0.00 |  |
| 37 - CONT OUT | 41,000.00 | 0.00 | 41,000.00 | 36,900.00 | 4,100.00 | 0.00 |  |
| 399 - CONT SVS OTH | 41,000.00 | 0.00 | 41,000.00 | 36,900.00 | 4,100.00 | 0.00 |  |
| 185 - OUTSOURCE OT | 190,389.00 | 0.00 | 190,389.00 | 186,995.00 | 0.00 | 3,394.00 |  |
| 95 - LIBRARY | 141,270.00 | 0.00 | 141,270.00 | 141,270.00 | 0.00 | 0.00 |  |
| 37 - CONT OUT | 141,270.00 | 0.00 | 141,270.00 | 141,270.00 | 0.00 | 0.00 |  |
| 399 - CONT SVS OTH | 141,270.00 | 0.00 | 141,270.00 | 141,270.00 | 0.00 | 0.00 |  |
| 99 - NOT SPEC | 49,119.00 | 0.00 | 49,119.00 | 45,725.00 | 0.00 | 3,394.00 |  |
| 37 - CONT OUT | 44,119.00 | 0.00 | 44,119.00 | 40,725.00 | 0.00 | 3,394.00 |  |
| 399 - CONT SVS OTH | 44,119.00 | 0.00 | 44,119.00 | 40,725.00 | 0.00 | 3,394.00 |  |
| 90 - OTHER | 5,000.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 |  |
| 999 - MISC | 5,000.00 | 0.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 |  |
| 186 - OUTS GMFR | 630,191.00 | 0.00 | 630,191.00 | 157,547.76 | 472,643.28 | -0.04 |  |
| 91 - GMFR | 630,191.00 | 0.00 | 630,191.00 | 157,547.76 | 472,643.28 | -0.04 |  |
| 37 - CONT OUT | 630,191.00 | 0.00 | 630,191.00 | 157,547.76 | 472,643.28 | -0.04 |  |
| 391 - GMFR PERSONN | 435,968.00 | 0.00 | 435,968.00 | 108,992.01 | 326,976.03 | -0.04 |  |
| 392 - GMFR CONTRAC | 194,223.00 | 0.00 | 194,223.00 | 48,555.75 | 145,667.25 | 0.00 |  |
| 191 - OTHER CIP | 44,335.00 | 0.00 | 44,335.00 | 6,498.31 | 0.00 | 37,836.69 |  |
| 11 - TOWN HALL | 30,535.00 | 0.00 | 30,535.00 | 3,543.62 | 0.00 | 26,991.38 |  |
| 70 -EQUIPMENT | 30,535.00 | 0.00 | 30,535.00 | 3,543.62 | 0.00 | 26,991.38 |  |
| 710 - COMP EQUIP | 23,530.00 | 0.00 | 23,530.00 | 0.00 | 0.00 | 23,530.00 |  |
| 730 - OFFICE EQUIP | 1,595.00 | 0.00 | 1,595.00 | 1,595.00 | 0.00 | 0.00 |  |
| 790 - OTHER EQUIP | 5,410.00 | 0.00 | 5,410.00 | 1,948.62 | 0.00 | 3,461.38 |  |
| 21 -RECREATION | 900.00 | 0.00 | 900.00 | 300.00 | 0.00 | 600.00 |  |
| 70 -EQUIPMENT | 900.00 | 0.00 | 900.00 | 300.00 | 0.00 | 600.00 |  |
| 790 - OTHER EQUIP | 900.00 | 0.00 | 900.00 | 300.00 | 0.00 | 600.00 |  |
| 22 - BUNGANUT | 5,000.00 | 0.00 | 5,000.00 | 1,969.69 | 0.00 | 3,030.31 |  |

## ITEM \#7: (a.) Planning Board Bylaws/Mission Statement

August 17, 2023
From: Lyman Planning Board
To: Lyman Select Board/Lyman Town Manager
Subject: Review of Planning Board Mission Statement and By-Laws
The Town of Lyman Charter, Section 5.1.2, states that Boards shall:
a. Develop Mission Statements to be approved by the Select Board
b. Adopt By-Laws, subject to approval by the Select Board

The Planning Board, at its August 2023 meetings:
a. Reviewed the existing Mission Statement and modified the Mission Statement as shown in the attachment.
b. Reviewed the existing By-Laws, last revised February 16, 2022 and revised the By-Laws as shown in the attachment.

Attached for your review are copies of the Planning Board Mission Statement and By-Laws. Please provide any comments or questions in writing.

Also, please place the revised Planning Board Mission Statement and By-Laws on the Town website under Planning Board with approval dates.


Rod Tetu, Chair

Attachments:

1. Approved Planning Board Mission Statement dated August 2, 2023
2. Approved Planning Board By-Laws dated August 16, 2023

Copy to:
CEO

## Town of Lyman, Maine

Planning Board Bylaws - August 2023

## Article 1 - General Provisions

1.1 The Planning Board (hereafter referred to as The Board) will conduct its business in accordance with Maine Revised Statutes Title 30A and 38; Town of Lyman Zoning Ordinance and Shoreland Zoning Ordinance (hereafter referred to as the LZOs); Town of Lyman Street Acceptance, Design and Construction Standards Ordinance; Planning Board Land Development and Subdivision Standards; the Town of Lyman Municipal Charter; and Roberts Rules of Order.
1.2 The Board members are expected to review State and Local regulations to become knowledgeable with the regulations, and with Board Policies and Procedures.
1.3 Conflict of Interest. The Board members are required to consider applications and make decisions impartially. Any conflict of interest must be avoided. It is expected that a Board member will recuse him/herself from consideration of an applicant's project if the Board member is aware of a conflict of interest.

Types of conflict of interest may include:
a. Financial interest in a project.
b. Blood/Marital relationship to the applicant within the $6^{\text {th }}$ degree (see Attachment 4, Table of Consanguinity from the Maine Municipal Association Planning Board Manual).
c. Board member bias as described in Section 1.4.
1.4 Bias. Bias may be indicated by a Board member's behavior or statements such that the Board member is perceived to be unable to make an impartial decision. Also, bias may be indicated by a personal or business relationship between the Board member and the applicant such that the Board member may be perceived as being unable to impartially judge the merits of the applicant's project.

The Board member subject to the bias allegations may choose to recuse him/herself from the discussion of the applicant's project, and an alternate member may be designated by the Chair to be a full member for the consideration of the project.

Burden of Proof/Board Procedure. The burden of proving bias is on the applicant. Any allegations of bias exhibited by a Board member must be accompanied by specific written examples of the alleged bias. The Board member shall be given adequate time, but no less than 24 hours, to review the bias allegations and an opportunity to respond to the allegations. The Board may vote to suspend action on the applicant's project until the alleged bias is adjudicated.

The Board should review allegations of bias in Executive Session as described in Section 10. After reviewing the bias allegations and the Board member's response, the Board (without the Board member accused of bias) shall vote on the issue in open session.

```
Town of Lyman, Maine
Planning Board Bylaws - August 2023
```

1.5 Board member discussions/email or other correspondence. To avoid violations of the Freedom of Access Act (FOAA) and the constitutional right to due process, Board members should NOT have discussions with other Board members regarding an application or other substantive Board business outside an advertised Board meeting. Delivery of substantive information between meetings by email may be permissible as long as it is a one-way communication and no discussion of the information occurs outside the meeting by email or otherwise.

## Article 2 - Membership

2.1 Appointments to The Board are to be made by the Town Manager with the concurrence of the Select Board, after a recommendation from The Board in accordance with LZO 8.2.3.
2.2 Appointees must be registered voters, and residents of Lyman.
2.3 The Board will consist of five full members and two alternate members.
2.4 The term of each member is three years, unless otherwise specified by the Select Board.
2.5 When there is a permanent vacancy on The Board, the Chair shall request a motion to move the senior alternate to fill the vacancy and The Board shall vote on the same.
2.6 Any member of The Board may be removed for just cause in accordance with Title 30A M.R.S.A., Section 2601, the Town of Lyman Municipal Charter and LZO 8.2.5. The term just cause shall include failure to attend three consecutive Board meetings without approval of the Chair.

## Article 3-Officers and their Duties

3.1 The officers of The Board shall consist of the Chair, Vice-Chair, and Secretary. The Chair and Vice-Chair are to be full members.
3.2 The Chair presides at all meetings and hearings of The Board. The Chair has the authority to appoint all committees and to call all work sessions and to preside over executive sessions.
3.3 The Vice-Chair acts for the Chair in the Chair's absence.
3.4 The Secretary is responsible for all minutes and records of The Board, notices of meetings and hearings, and correspondence of The Board.

## Town of Lyman, Maine

Planning Board Bylaws - August 2023
3.5 The election of officers shall take place in July of each year or as soon as possible thereafter.
3.6 Nominations of officers shall be made from full voting members of The Board. The candidates receiving a majority vote are elected. The term of office is one year or until the successor takes office.
3.7 Vacancies of officers will be filled using normal election procedures.

## Article 4 - Alternate Members

4.1 Alternate Board members are expected to attend all meetings and workshops and may participate in all proceedings but may not vote on a project that is before the Board unless the Chair has designated an alternate to fill a full member's seat for that project. Alternate members may sign plans and use permits on a project when they have been designated by the Chair to fill the seat of a full member.

## Article 5 - Planning Board Clerk

5.1 The Clerk provides administrative support to The Board, and, under the supervision of the Secretary, is responsible for all minutes and records of The Board, notices of meetings and hearings, and correspondence of The Board. The Clerk must keep records of all resolutions, votes, transactions, correspondence, findings and conclusions of The Board. All records are public information and may be inspected during normal business hours of the Clerk, with proper notice.
5.2 The Clerk shall maintain approved copies of the Board By-Laws, Mission Statement, and reports to the Board of Selectmen.

## Article 6 - Powers and Duties of the Board

6.1 The Board shall perform such duties and exercise such powers as are provided in Municipal Ordinances and Planning Board Regulations and the laws of the State of Maine.
6.2 The Board may obtain goods and services it finds necessary to properly perform its function within the limits of appropriations made for that purpose.

## Article 7 - Meetings

7.1 Regular meetings are to be held on the $1^{\text {st }}$ and $3^{\text {rd }}$ Wednesday of each month at a time specified by The Board. Meetings are held at the Town Office or another suitable meeting place. Special meetings may be called by the Chair, or upon request of a majority of The Board, or as requested by the Board of Selectmen, provided that notice thereof is given to

## Town of Lyman, Maine

Planning Board Bylaws - August 2023
each Board member at least 24 hours in advance and that no business may be conducted other than as specified in said notice.

Refer to Attachment 3 for notification requirements.

All meetings of The Board shall be held in accordance with the Maine Freedom of Access Act, Maine Revised Statute Title 1, Chapter 13, Public Records and Proceedings and the requirements of the LZOs

Notice of all Board meetings shall be given as required by law, and all such meetings shall be open to the public except as otherwise provided by law. Notice of meetings shall be posted at the Lyman Town Hall, and on the Town's all official Town digital media platforms, at least one working day before the scheduled meeting.

Refer to Attachment 1 for sample Planning Board Meeting Opening Remarks.
7.2 All meetings are open to the public with exception of an Executive Session. Normally, with the exception of a public hearing, the public is barred from addressing The Board or applicant during a meeting, unless The Board by a majority vote permits the public to speak.
7.3 A Board meeting cannot take place without a quorum present. A quorum will consist of three members without any of the three having a conflict of interest with any of the projects before the Board. The Board may conduct regular business but will not be able to hear anything having to do with the project with the conflict, unless another member arrives that has no conflict of interest.
7.4 In the event a quorum is not present for a Board meeting, workshop or site walk, the Board shall reschedule with proper notice by the Clerk.
7.5 All comments addressed to The Board must be made through the Chair.
7.6 A majority vote of The Board is required to pass any motion. The Chair is a full voting member.
7.7 When a motion results in a tie vote the Motion Fails.
7.8 All project decisions made by The Board are based on the project meeting all Local, State and Federal Laws, Rules and Regulations.

## Article 8 - Agendas

### 8.1 All agendas are set by The Board or the Chair.

8.2 Normal meeting agendas are to be posted in accordance with State statute. Special meetings and workshops will be noticed and posted as per section 7.1 of this by-law.
8.3 New applications, when deemed complete and in accordance with the regulations by the Code Enforcement Officer and The Board, may be placed on the next available agenda as determined by The Board, subject to Board meeting and public hearing requirements.

## Article 9 - Public Hearings

9.1 Public hearings of The Board shall be called as required by the LZOs or on such other occasions, as a majority of The Board may deem appropriate. Notice of all such hearings shall be given as required by law and the LZOs, and shall include the date, time and place of the hearing and a general description of the subject matter.

Refer to Attachment 3 for notification requirements.

The Chair shall convene all hearings by describing the purpose of the hearing and the general procedures to be followed. The Board may receive any oral or documentary material but shall exclude irrelevant, immaterial or unduly repetitious material. Every party shall have the right to present its material in the order determined by the Chair and without interruption, provided, however, that the Chair may impose such reasonable time limits as may be necessary to ensure that all parties have an adequate opportunity to be heard.

Refer to Attachment 2 for sample Planning Board Public Hearing Opening Remarks.

## Article 10 - Executive Sessions

10.1 Upon a majority vote of the Board members present, the Board may call an executive session to discuss a personnel issue with a Board member or to discuss pending or potential litigation with the Town Attorney. Within the executive session the Chair is responsible to ensure that only the matter at hand is discussed and that no official action be taken. No votes shall be taken in executive session.

## Article 11 - Amendments

11.1 The By-Laws may be amended by a majority vote of The Board at a regularly scheduled meeting.

## Town of Lyman, Maine

Planning Board Bylaws - August 2023

## Article 12 - Severability

12.1 The invalidity of any section or provision of these By-Laws does not invalidate any other section or provision of these By-Laws.

Attachments:

1. Sample Planning Board Meeting Opening Remarks
2. Sample Planning Board Public Hearing Opening Remarks
3. Notification Requirements for Board Meetings, Site Walks, Public Hearings, and minimum time for Site Walks and Public Hearings
4. Table of Consanguinity
5. Remote Participation Policy

## ADOPTED BY VOTE OF THE PLANNING BOARD AT A REGULAR MEETING ON:

August 16, 2023

Rod Tetu Chair

## Attachment 1

## PLANNING BOARD MEETING OPENING REMARKS

Welcome to the (date) meeting of the Lyman Planning Board. This meeting will come to order. This is a public proceeding and unless the Board specifically votes to go into executive session, you have the right to hear everything that is being said and to look at all the exhibits that are offered. If the Board votes to go into executive session, the reason for the same shall be stated. Please notify the Chairman if you are having difficulty seeing or hearing. This meeting is being livestreamed and recorded for YouTube.

In each instance, the burden is upon the applicant to demonstrate compliance with the provisions of the applicable ordinance or ordinances.

After the Board votes on the merits of each project it will prepare a written opinion which will be forwarded within seven (7) days.

The Board works from a prepared agenda and will be considering this meeting's items in the following order:

## ROLL CALL

- Determine if PB quorum is present. Designate alternate as voting member if necessary.


## REGULAR MEETING NEW BUSINESS

- List applicants
- List other meeting topics


## MINUTES

- Review and approve minutes


## OLD BUSINESS/MAIL/OPEN ISSUES

- List applicants/status
- Discuss mail
- Discuss any other open issues

Town of Lyman, Maine
Planning Board Bylaws - August 2023

## Attachment 2

## PLANNING BOARD <br> PUBLIC HEARING OPENING REMARKS

Welcome to the _(Date)__ Planning Board Public Hearing

This hearing will come to order.

The Lyman Planning Board is holding this Public Hearing to review the applications of:

This is a public proceeding and you have the right to hear everything that is being said and to look at all the exhibits that are offered. Please notify the Chairman if you are having difficulty seeing or hearing the presentation.

This meeting is being livestreamed and recorded to YouTube.

All persons speaking will be asked to first state their name and address or affiliation. All questions and comments will be directed to and through the Chairman. It is required that you sign the sign in sheet to document your attendance at this hearing.

Thank you in advance for your cooperation.

# Town of Lyman, Maine <br> Planning Board Bylaws - August 2023 

## Attachment 3

## Planning Board Notification and Minimum Time Requirements

1. PB Meetings and Site Walks - Publish notice one week in advance on Town Web/BB/Sign.
2. PB Public Hearings on SPR and Preliminary Subdivision Application - Notify CEO, SB, and ZBA 20 days in advance; Using list provided by applicant, notify abutters $\mathbf{2 0}$ days in advance by certified mail; Publish notice two weeks in advance on Town Web/BB/Sign/Library; Publish notice once in newspaper 14 days in advance.
3. PB Public Hearings on Contract Zoning SPR - Notify CEO, SB, and ZBA 20 days in advance; Using list provided by applicant, notify abutters $\mathbf{2 0}$ days in advance by certified mail; Publish notice two weeks in advance on Town Web/BB/Sign/Library; Publish notice twice in newspaper, first notice at least $\mathbf{1 4}$ days in advance, second notice at least $\mathbf{7}$ days in advance.
4. PB Public Hearing on LZO Amendments - Notify CEO, SB, and ZBA $\mathbf{2 0}$ days in advance; Using list provided by applicant, notify abutters $\mathbf{2 0}$ days in advance by certified mail; Publish notice two weeks in advance on Town Web/BB/Sign/Library; Publish notice twice in newspaper, first notice at least $\mathbf{1 4}$ days in advance, second notice at least $\mathbf{7}$ days in advance. NOTE - refer to Lyman Charter Section 3.15.4 for additional requirements to place LZO Amendments on Town ballot.
5. Minimum Time between PB vote that SPR application is complete or acceptance of Subdivision Preliminary Plan and Site Walk/Public Hearing:
a. Site Walk - $\mathbf{1 0}$ days to allow publishing notice on Town Web/BB/sign
b. Public Hearing - four weeks to allow required notification of CEO, SB and ZBA

## Abbreviations/notes:

| BB - Bulletin Board in Town Hall | PB - Planning Board |
| :--- | :--- |
| CEO - Code Enforcement Officer | SB - Select Board |
| Days - calendar days | Sign - Illuminated sign in front of Town Hall |
| Library - Community Library; 10 John Street | SPR - Site Plan Review per LZO Article 8 |
| LZO - Town of Lyman Zoning Ordinance | Web - Town of Lyman Website; lyman- <br> me.gov |
| Newspaper - a newspaper of general <br> circulation | ZBA - Zoning Board of Appeals; refer to LZO <br> Article 9 |

Town of Lyman, Maine
Planning Board Bylaws - August 2023

## Attachment 4

## Attachment 5

## Town of Lyman Planning Board Remote Participation Policy

Pursuant to 1 M.R.S. § 403-B, and after public notice and hearing, the Town of Lyman Planning Board $(\mathrm{PB})$ adopts the following policy to govern the participation, via remote methods, of PB members and the public in the public proceedings or meetings of the PB.

PB Members are expected to be physically present for meetings except when not practicable, such as in the case of an emergency or urgent issue that requires the PB to meet via remote methods, or an illness or temporary absence of a member that causes significant difficulty traveling to the meeting location. All PB meetings will be accessible by a remote platform when possible. A member who is unable to attend a meeting in person will notify the PB chair or presiding officer as far in advance as possible.

Remote methods of participation may include telephonic or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions.

Applicants appearing before the PB may be allowed to participate via remote methods at the discretion of the PB Chair or designee.

The public will be provided a meaningful opportunity to attend via remote methods. If public input is allowed or required at the meeting, an effective means of communication between the PB members and the public will also be provided. The PB chairperson may instruct the moderator to force mute members of the public who are disruptive to the proceedings. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire PB to meet using remote methods.

Notice of all meetings will be provided in accordance with 1 M.R.S. $\S 406$ and any applicable charter, ordinance, policy, or bylaw. When the public may attend via remote methods, notice will include the means by which the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public may attend the meeting in person. The PB will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the PB to meet using remote methods of attendance.

The PB will make all documents and materials to be considered by the PB available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the PB.

## Attachment 4

Table of Consanguinity

Showing Degrees of Relationships

Figures Show Degree of Relationship


Each Number equals one "degree" of blood or marital relationship.

## LYMAN PLANNING BOARD

## MISSION STATEMENT 2023

The Lyman Planning Board is entrusted with the task of promoting the health, safety and general welfare of the residents of the Town of Lyman. The Board seeks to preserve the rural character of the Town, respect the Town's historical legacy, acknowledge the recreational opportunities afforded in Town, and protect the values of property within the Town. To do so, the Board encourages the most appropriate use of land throughout the Town and promotes rational and environmentally sound economic development.

The Board aims to balance the conservation of the beauty of our shared natural resources with residential development and commercial enterprise. The Board applies the directives of the Comprehensive Plan and the Town Zoning and Shore Land Zoning Ordinances as guidance for its decision-making on behalf of the Town of Lyman,

The Board operates in the service of property owners of the Town of Lyman, demonstrating respect for all those who appear before it and adhering to the principles of impartiality, integrity and professionalism.

Adopted by vote of the Planning Board at a regular meeting on:
August 2, 2023

Rod Tetu Chair

## 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 $\mathbf{\$ 1 3 4 , 7 4 6}$ for the salaries and benefits of the separate and distinct administrative positions of the Town Clerk and the Select Board Clerk.

| Current Fiscal <br> Years Budget | Selectmen's <br> recommendation | Budget Committees <br> recommendation |
| :---: | :---: | :---: |
| $\$ 0.00$ | $\$ 0.00$ | $\$ 134,746.00$ |

Selectmen's vote: 4-1-0
Budget Committee's Vote: 5-1-0

Given under our hand at Lyman, Maine this $\_\mathbf{1 8}^{\text {th }} \_$day of $\_$September ___ A.D., 2023.

Ralph "Rusty" Blackington, Chair

Jessica Picard

Thomas Hatch, Vice Chair

Victoria Gavel

