

**Town of Lyman**  
**Select Board Regular Meeting Agenda**  
**Monday, November 6<sup>th</sup>, 2023 – Lyman Town Hall**

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

**PLEDGE OF ALLEGIANCE**

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

- a. RSU #57 Presentation on Adult Education Programs
- b. Lyman Historical Society Presents: History of John Burbank

**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 and please be respectful of others*
- b. Mail •Lifeflight •MBH letter •SMVMCA Letter •York County Sherrif October Report

**ITEM #3**      **MINUTES**

- a. Review / Approve meeting minutes 10/16/2023

**ITEM #4**      **SIGN WARRANTS**

- a. Payroll Warrant #16 in the amount of **\$27,785.22**
- b. Accounts Payable Warrant #17 (FY2024) in the amount of **\$890,590.45**

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

- a. Review Planning Board Bylaws
- b. Franchise Agreement, Discuss next steps
- c. Discussion regarding Town Clerk Position

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

- a. Road Commissioner –
- b. Fire Chief –
- c. CEO –
- d. Tax Clerk –
- e. Treasurer – Expense Report
- f. Town Manager – Progress Report
- g. Other -

**ITEM #7**      **NEW BUSINESS**

- a. Appoint Warden for November 7<sup>th</sup> State Election
- b. MDOT Request approval for transporting materials, project on Rt 202
- c. Discussion, holiday gathering event for Town Hall
- d. Request for waiver of Hold Harmless Agreement for volunteer work – Victoria Gavel
- e. Schedule Budget Workshops

**OTHER**

**EXCECUTIVE SESSION**

**ADJOURN**

# ITEM #2: (b.) Mail

October 2023

Pauline Weiss, Town Clerk  
Town of Lyman  
11 South Waterboro Rd  
Lyman, ME 04002



Greetings,

Maine is a special place with hundreds of communities scattered along the coast and further inland, on small islands and tucked along mountain roads. It often feels like one small town, where people know one another, are committed to this place and to their neighbors, work hard, contribute what they can, and enjoy and take pride in the rugged landscape.

**At LifeFlight of Maine, we are committed to being there for Maine, and for your community, when you need us.** We have four teams standing by 24 hours a day, seven days a week, ready to bring ICU-level care to the point of need. Our teams are prepared to respond rapidly with a top speed of nearly 175 miles per hour. Our highly skilled clinicians and our state-of-the-art aircraft give patients their best chance on their worst day.

We are grateful for every single family that entrusts us with caring for their loved ones. We are grateful to the police and fire departments, emergency medical services, and hospitals who work alongside us in caring for patients. LifeFlight is one important link, among many, in the chain of survival for those who are critically ill or injured. That is as true today as it was when we began 25 years ago.

We are also grateful for each and every community in Maine and the incredible support we continue to receive for our life-saving mission. Since 1998, we have transported more than 37,000 patients, including residents of every single Maine city, town, plantation, and community. **Since 1998, we have transported 28 residents of Lyman. Additionally, we have landed in Lyman for 1 scene call since 1998.**

Each year, we reach out to all municipalities in the state to invite them to **support our Community Giving Campaign** to ensure that LifeFlight teams can continue to answer the call for help today and for years to come. Since 2006, 266 communities have contributed a total of \$840,000. Each one of these gifts is an acknowledgement from these Maine communities that they understand and appreciate the vitally important and unique role that LifeFlight plays as a connector in the state's increasingly fragile healthcare system. **This year, we hope Lyman will help us reach our goal of having every municipality in Maine participate in our Community Giving Campaign. Please consider a gift of \$1131.25, which is based on a rate of \$0.25 per capita.**

LifeFlight is a nonprofit charitable organization that depends on logistical and philanthropic support across Maine. Communities like yours make our work possible. Together, we ensure people have access to the care they need when they need it, and we are grateful for your partnership and commitment.

Enclosed you'll find FAQs and supplemental information about LifeFlight, a map of Maine transport locations, and a map of Maine communities that have supported us. **Please contact Ashley MacMillan at The LifeFlight Foundation at [amacmillan@lifeflightmaine.org](mailto:amacmillan@lifeflightmaine.org) or 207-357-5508 with any questions.** If you need additional information or a specific town application form is required with this request, please let us know.

Sincerely,

Joe Kellner  
Chief Executive Officer  
LifeFlight of Maine

Ashley MacMillan  
Director of Annual Giving  
The LifeFlight Foundation



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)



## **Ten Facts and Frequently Asked Questions about LifeFlight**

- 1. LifeFlight is a private non-profit charitable organization with a public mission serving all of Maine.** We care for all patients regardless of insurance status or ability to pay for care with helicopters based in Bangor, Lewiston, and Sanford, a fixed-wing airplane based in Bangor, rapid response vehicles, and specialized ground ambulances. In FY2023 LifeFlight provided \$1.7 million of care to patients without insurance or the means to cover the cost of care, as well as significant discounts for Medicare and MaineCare patients.
- 2. In FY23, 2,468 patients were transported from 124 Maine communities,** islands, and unorganized townships—about 1 patient every 3.5 hours. LifeFlight has cared for more than 37,000 patients since September 1998.
- 3. What is the Community Giving Campaign?** Each year in the Fall, LifeFlight reaches out to every community in the state to ask for support. The request includes a suggested donation based on population; a \$1.00 per capita rate for towns that have up to 1,000 residents; a \$0.50 per capita rate for those with up to 2,000 residents; and a \$0.25 per capita rate for all others, with asks typically capped at \$2,000. The average gift size in 2023 was \$596, and some towns give generously beyond what they are asked.
- 4. How is LifeFlight funded?** LifeFlight operates much like a hospital emergency department, taking care of all patients and billing insurance companies. We contract with most major commercial insurance companies and participate in the Medicare and Medicaid programs. Most of our operational expenses are covered by patient fees, but we rely on the LifeFlight Foundation to support the purchase of new aircraft, medical equipment, infrastructure improvements, and to provide clinical education around the state.
- 5. LifeFlight helicopters, the airplane, and specialty ground vehicles are equipped as fully functioning mobile intensive care units.** LifeFlight’s critical care teams bring the trauma center intensive care unit level care-- skills, medical technology, pharmacy, blood, and more -- directly to a patient’s side.
- 6. What types of patients do we transport?** Critically ill or injured patients of all ages needing specialized care beyond what can be provided by local hospitals - including premature infants, cardiac and stroke patients, complex traumatic injury, organ transplant, sepsis, burns, and serious obstetric complications. We use strict medical utilization criteria to make sure all flights are medically necessary. Emergency medical providers are guided by state-mandated protocols based on the latest research and best practice.
- 7. About 92% of patients are transported from community hospitals to major specialty centers, and 8% are transported directly from the scene of an emergency** - roadsides, woods, mountains, and islands. While most patients are transported to EMMC, MMC and CMMC, about 10% of patients are transported to Boston and beyond for specialized care not available in Maine.
- 8. LifeFlight is lean.** We are among the most efficient providers in the world, we pay close attention to costs, maintaining a very small administrative team that results in some of the lowest costs and charges in New England and the country. We balance this with our goal of being in the top decile internationally for quality of care.
- 9. LifeFlight’s costs and charges are the lowest in New England and among the lowest in the country.** The average charge for a LifeFlight transport is around \$20,000. Other provider charges across New England and the northeast range from around \$27,000 for non-profits providers to \$60,000-\$80,000 from for-profit air medical companies. LifeFlight participates with most major commercial insurance companies as well as Medicare and MaineCare, with the goal of avoiding any “surprise bill” to patients.
- 10. What other benefits to our town and region does LifeFlight provide besides critical care and transport?** We provide local critical care training to medical providers in specialized areas such as traumatic brain injury and pediatric trauma, critical medical diagnosis, and treatment. We also support weather systems, hospital helipads, and advanced aviation navigation systems across the state.



Joe Kellner stepped into the role of CEO of LifeFlight of Maine on October 1, 2023, with years of experience as a paramedic, expertise in EMS operations, a deep understanding of healthcare policy, and a dedication to building world-class EMS systems to improve healthcare outcomes.

While studying for a degree in German at the University of Maine, Joe approached the local volunteer ambulance service to learn where he could find an EMT course, mostly to acquire some basic skills should they become necessary. The on-duty crew convinced him to do an observation shift on the ambulance, and he was hooked.

Over his twenty-year career, he has worked for EMS agencies of all types, including volunteer, municipal, private, and healthcare system-based. He has served in various roles, including EMS clinician, educator, supervisor, director, service chief, and as the senior leader of Northern Light Medical Transport, one of the largest ambulance services in the State of Maine. Since 2012, Joe has also served as the chief operating officer of MedComm, a state-wide ground and air ambulance communications center, which dispatches LifeFlight crews in addition to other services.

With a strong interest in advocacy and policy, Joe served on the Maine EMS board for seven years under appointments from both Governors LePage and Mills, including a term as its chair.

He regularly testifies on EMS issues before the Maine legislature and has advocated nationally on issues facing EMS.

Most recently, Joe served as chief financial officer for LifeFlight of Maine, while simultaneously working as vice president of finance, operations, and strategy at Northern Light Home Care and Hospice and Northern Light Medical Transport.

Joe earned both his Bachelor of Arts and Master of Business Administration degrees from the University of Maine in Orono. He is a fellow of the American College of Healthcare Executives and a licensed paramedic in Maine. He has received numerous awards and accolades for his work in EMS, and in 2023 he was named to Mainebiz's "40 Under 40." He lives in Windham with his wife, Caitlin, and their two boys, Elliott and Leland.

**“Over the years, Joe has tirelessly worked to advocate for EMS locally and nationally, and has remained very close to LifeFlight, most recently serving as its chief financial officer. He is well positioned to lead LifeFlight of Maine into the future.”**

*- Timothy Dentry, president and CEO, Northern Light Health*



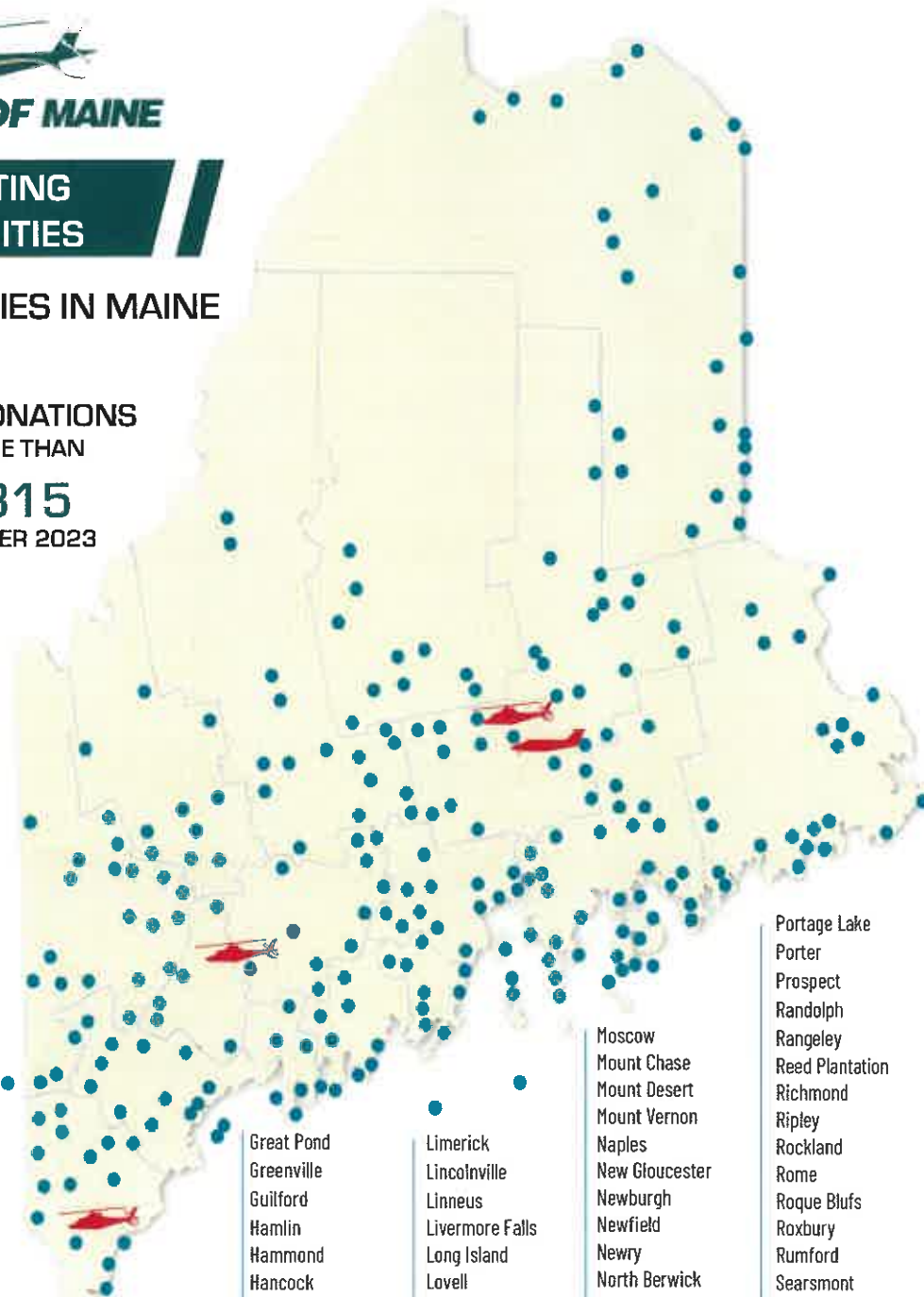


# LIFELIGHT OF MAINE

## SUPPORTING COMMUNITIES

### 465 COMMUNITIES IN MAINE

268  
HAVE MADE DONATIONS  
TOTALING MORE THAN  
**\$842,815**  
AS OF SEPTEMBER 2023



- Abbot
- Acton
- Addison
- Albion
- Ailagash
- Alna
- Amherst
- Amity
- Andover
- Anson
- Appleton
- Arrowisc
- Ashland
- Atkinson
- Athens
- Avon
- Baldwin
- Bar Harbor
- Beaver Cove
- Beddington
- Belfast
- Benton
- Biddeford
- Blue Hill
- Boothbay
- Bowdoin
- Bowdoinham
- Bowerbank
- Bradley
- Bremen
- Bridgton
- Bristol
- Brooklin
- Brooksville
- Brownfield
- Bucksport
- Burlington
- Buxton
- Byron
- Calais
- Cambridge

- Camden
- Canaan
- Canton
- Caratunk
- Carrabassett Valley
- Carthage
- Cary Plantation
- Casco
- Castine
- Caswell
- Charleston
- Charlotte
- Chebeague Island
- Chester
- Chesterville
- China
- Clifton
- Clinton
- Columbia Falls
- Cooper
- Corinth
- Cornish
- Cranberry Isles
- Crawford
- Crystal
- Cumberland
- Cutler
- Cushing
- Deblois
- Dedham
- Deer Isle
- Denmark
- Detroit
- Dexter

- Dixfield
- Dover-Foxcroft
- Dresden
- Durham
- Eagle Lake
- Eastbrook
- Edinburg
- Embden
- Etna
- Eustis/Stratton
- Exeter
- Falmouth
- Freedom, NH
- Freedom, ME
- Frenchville
- Friendship
- Fryeburg
- Garland
- Gorham
- Gouldsboro
- Grand Lake Stream

- Great Pond
- Greenville
- Guilford
- Hamlin
- Hammond
- Hancock
- Harmony
- Harpsswell
- Hartford
- Hartland
- Haynesville
- Hebron
- Hiram
- Hollis
- Houlton
- Howland
- Hudson
- Isle au Haut
- Islesboro
- Jackman
- Jonesboro
- Jonesport
- Kennebunkport
- Knox
- Lakeville
- Lamoine
- Lebanon
- Liberty

- Limerick
- Lincolntonville
- Linneus
- Livermore Falls
- Long Island
- Lovell
- Lubec
- Lyman
- Machias
- Madawaska
- Manchester
- Mariaville
- Mars Hill
- Marshfield
- Masardis
- Matinicus
- Mattawamkeag
- Maxfield
- Meddybemps
- Medford
- Mexico
- Milford
- Millinocket
- Monhegan
- Monmouth
- Monticello
- Montville
- Moose River

- Moscow
- Mount Chase
- Mount Desert
- Mount Vernon
- Naples
- New Gloucester
- Newburgh
- Newfield
- Newry
- North Berwick
- North Haven
- North Yarmouth
- Norway
- Ogunquit
- Orient
- Orland
- Orrington
- Osborn
- Otis
- Otisfield
- Owls Head
- Oxford
- Palermo
- Palmyra
- Parsonsfield
- Passadumkeag
- Penobscot
- Perham
- Phippsburg
- Pittston
- Plymouth
- Poland

- Portage Lake
- Porter
- Prospect
- Randolph
- Rangely
- Reed Plantation
- Richmond
- Ripley
- Rockland
- Rome
- Roque Blufs
- Roxbury
- Rumford
- Searsmont
- Searsport
- Sebago
- Sedgwick
- Shapleigh
- Sherman
- Shirley
- Skowhegan
- Smithfield
- Solon
- Sorrento
- South Bristol
- Southport
- Southwest Harbor
- Springfield
- St Francis
- St George
- Stacyville
- Standish
- Steuben
- Stockholm
- Stockton Springs
- Stoneham

- Stonington
- Summer
- Stow
- Strong
- Sullivan
- Swans Island
- Swanville
- Sweden
- Talmadge
- Temple
- Thomaston
- Thorndike
- Topsfield
- Tremont
- Trenton
- Union
- Upton
- Vanceboro
- Veazie
- Verona Island
- Vinalhaven
- Waite
- Wallagrass
- Waltham
- Warren
- Washburn
- Washington
- Waterboro
- Waterford
- Waterville
- Weld
- Wellington
- Weston
- Westport Island
- Whitefield
- Whitneyville
- Willimantic
- Wilton
- Windham
- Windsor
- Winn
- Winslow
- Winter Harbor
- Wiscasset
- Woodstock
- Woodville
- Woolwich
- York





25  
Years

# The Chain of Survival

Since 1998, LifeFlight of Maine has safely cared for and transported more than 37,000 patients, one life at a time, from every community in Maine.



Every day and night of the year, our crews stand ready to answer the call for help. These calls come from local hospitals, major medical centers, islands, mountain communities, lakeshores, trails, and coastal villages — from every corner of Maine. We are committed to being there when you need us.

**Together with our EMS, first responder, and hospital partners, we form the chain of survival for those who are critically ill or injured.** The health and safety of all of our communities depend on each link in this chain. At LifeFlight, we are committed to building strong and lasting partnerships with these vital services to ensure that Mainers have their best chance on their worst day.

## Remote Access Project

When an accident, critical injury, or illness threatens life or limb, there is no substitute for quickly mobilized, highly skilled emergency providers working together to ensure patients receive the care they need. LifeFlight's specially trained paramedics and critical care nurses bring intensive care skills and equipment directly to the patient. Often, that means landing near the scene of an accident.

While LifeFlight lands at emergency scenes with temporary landing zones regularly, establishing known landing zones with year-round access improves safety, reliability, and continuity of care.

LifeFlight maintains a database of more than 140 designated remote landing zones around the state. Landowners, both public and private, are encouraged to contact LifeFlight about established a designated remote landing zone on their property.

Learn more: [LifeFlightMaine.org/remote](http://LifeFlightMaine.org/remote).

## Ground Safety & User Course

The safety of our operations and the care of our patients are our highest and only priorities. Safety is especially important when responding to scene calls. In most cases, an emergency temporary landing zone needs to be identified and secured quickly by first responders on the ground. LifeFlight offers a no-cost Ground Safety and User Course (with Maine EMS-approved CME hours) for its partners.

The program is a combination of education and hands-on interfacing with a LifeFlight team and aircraft. The program includes learning when to call LifeFlight, how to access the LifeFlight system, how to create a safe landing zone, preparing a patient for transport, communications and coordination, and more.

**Learn more about our Ground Safety and User Course, or contact us about scheduling a session: [LifeFlightMaine.org/groundsafety](http://LifeFlightMaine.org/groundsafety).**



[www.lifeflightmaine.org](http://www.lifeflightmaine.org)

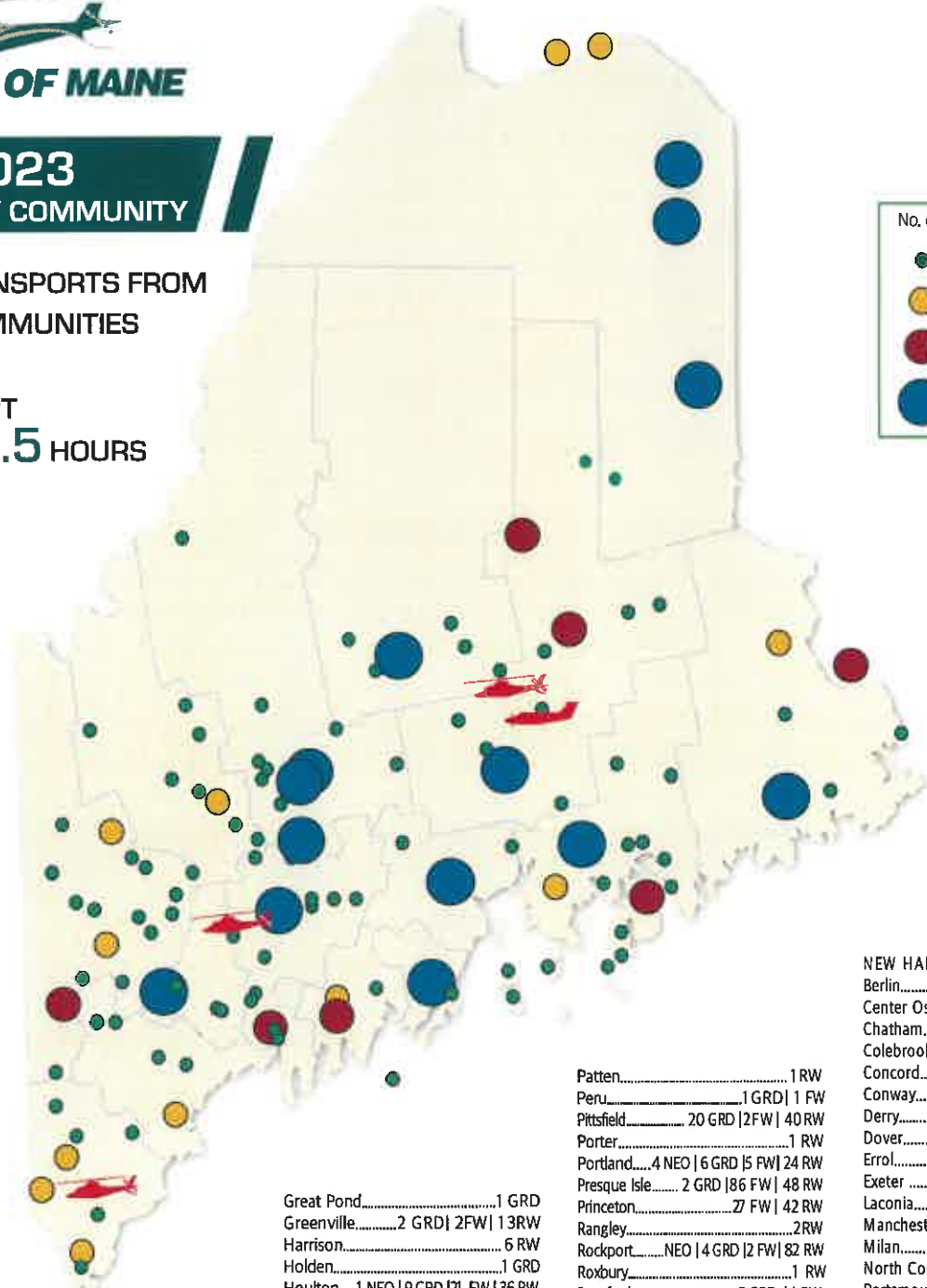
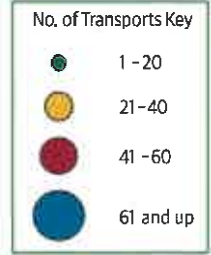


# LIFELIGHT OF MAINE

## FY 2023 TRANSPORTS BY COMMUNITY

2,468 TOTAL TRANSPORTS FROM  
124 MAINE COMMUNITIES

1 TRANSPORT  
EVERY 3.5 HOURS



93 transports  
from 20  
towns in New  
Hampshire and  
Massachusetts

Acton.....	3 RW
Andover.....	1 RW
Athens.....	2 RW
Auburn.....	2 GRD   8 FW   3 RW
Augusta.....	11 NEO   13 GRD   7 FW   74 RW
Aurora.....	1 RW
Avon.....	1 RW
Bangor.....	6 NEO   45 GRD   69 FW   64 RW
Bar Harbor.....	2 NEO   17 GRD   49 RW
Belfast.....	5 NEO   11 GRD   2 FW   60 RW
Belgrade.....	1 RW
Bethel.....	2 RW
Biddeford.....	1 ORW
Bingham.....	1 RW
Blue Hill.....	5 GRD   24 RW
Boothbay Harbor.....	4 RW
Bowdoin.....	3 RW
Bridgton.....	7 GRD   41 RW
Brooks.....	1 RW
Brooks.....	1 RW
Brooksville.....	1 RW
Brookton.....	1 RW
Brownfield.....	1 RW

Brownville.....	3 RW
Bryant Pond.....	6 RW
Calais.....	9 GRD   1 FW   28 RW
Caribou.....	7 NEO   4 GRD   35 FW   74 RW
Carrabassett.....	8 RW
Casco.....	4 RW
Castine.....	1 RW
Charleston.....	1 RW
Corinna.....	1 FW
Cushing.....	1 RW
Damariscotta.....	1 GRD   51 RW
Deer Isle.....	2 RW
Dixfield.....	1 RW
Dover Foxcroft.....	8 NEO   23 GRD   67 RW
Ellsworth.....	8 NEO   33 GRD   72 RW
Etna.....	1 RW
Exeter.....	1 RW
Farmington.....	10 GRD   67 RW
Fort Kent.....	8 GRD   1 FW   19 RW
Franklin.....	1 RW
Frenchville.....	28 RW
Fryeburg.....	3 RW
Garland.....	1 RW

Great Pond.....	1 GRD
Greenville.....	2 GRD   2 FW   13 RW
Harrison.....	6 RW
Holden.....	1 GRD
Houlton.....	1 NEO   9 GRD   21 FW   36 RW
Hudson.....	1 FW
Isleboro.....	1 RW
Jackman.....	2 RW
Jay.....	2 RW
Jefferson.....	2 RW
Jonesport.....	1 RW
Lewiston.....	1 NEO   43 GRD   101 RW
Lincoln.....	1 NEO   8 GRD   34 RW
Livermore.....	1 RW
Machias.....	1 NEO   18 GRD   11 FW   69 RW
Madison.....	1 RW
Manchester.....	1 RW
Millinocket.....	4 GRD   9 FW   24 RW
Monhegan.....	3 RW
New Portland.....	1 GRD
Newburg.....	1 GRD
Newry.....	1 RW
Normidgewock.....	4 FW   1 RW
North Haven.....	1 RW
Norway.....	1 GRD
Owls Head.....	4 FW
Oxford.....	1 RW
Palermo.....	1 RW

Patten.....	1 RW
Peru.....	1 GRD   1 FW
Pittsfield.....	20 GRD   2 FW   40 RW
Porter.....	1 RW
Portland.....	4 NEO   6 GRD   5 FW   24 RW
Presque Isle.....	2 GRD   86 FW   48 RW
Princeton.....	27 FW   42 RW
Rangley.....	2 RW
Rockport.....	1 NEO   4 GRD   2 FW   82 RW
Roxbury.....	1 RW
Rumford.....	9 GRD   44 RW
Sanford.....	5 GRD   1 FW   24 RW
Sebago.....	1 RW
Sherman.....	1 GRD   1 RW
Skowhegan.....	7 NEO   10 GRD   71 RW
Standish.....	1 RW
Stonington.....	21 RW
Sumner.....	1 RW
Swans Island.....	3 RW
Tenants Harbor.....	1 RW
Trenton.....	14 RW
Turner.....	1 GRD   1 RW
TWPS D-6.....	1 RW
Unity.....	1 RW
Vinalhaven.....	19 RW
Warren.....	1 RW
Waterville.....	1 NEO   14 GRD   3 FW   54 RW
Wayne.....	2 RW
West Forks.....	1 RW
West Newfield.....	1 RW
West Paris.....	1 RW
Winterport.....	1 GRD
Wiscasset.....	1 RW
York.....	4 GRD   8 RW

NEW HAMPSHIRE

Berlin.....	3 RW
Center Ossipee.....	1 RW
Chatham.....	1 RW
Colebrook.....	1 RW
Concord.....	1 RW
Conway.....	1 RW
Derry.....	2 RW
Dover.....	2 RW
Errol.....	2 RW
Exeter.....	2 RW
Laconia.....	2 RW
Manchester.....	2 RW
Milan.....	2 RW
North Conway.....	48 RW
Portsmouth.....	6 RW
Rochester.....	3 RW
Wolfboro.....	4 RW

MASSACHUSETTS

Bedford.....	1 FW
Hyannis.....	1 RW
Lawrence.....	2 RW
Methuen.....	1 RW
Nantucket.....	9 FW
Rochester.....	1 RW
Vineyard Haven.....	6 FW

NEO: Neonatal transports in partnership with Northern Light Eastern Maine Medical Center NICU team

GRD: ground transports

FW: fixed wing (airplane) transports

RW: rotor wing (helicopter) transports

## ITEM #2: (b.) Mail



# Maine Behavioral Healthcare

MaineHealth

October 17, 2023

Lindsay Gagne, Town Clerk  
Town of Lyman  
11 S Waterboro Road  
Lyman, ME 04002-7313

Dear Lindsay,

As the leading behavioral healthcare provider in Maine, Maine Behavioral Healthcare (MBH) (formally Community Counseling Center) annually serves over 52,000 clients from all corners of the state and New Hampshire. **In fiscal year 2022\*, MBH provided 896 service hours to 66 adults and 18 children from the Town of Lyman, for an estimated cost of service of \$211,265.28.** And, while insurance rates often fall far below the cost of delivering care to clients, unrestricted support to MBH helps offset these costs and ensure MBH can continue to provide quality and compassionate care to Maine residents regardless of their ability to pay.

The last few years, primarily due to the COVID-19 pandemic, brought unique challenges – including increased substance use and drug overdoses, resulting in fatalities and a higher demand for services – to an already overburdened behavioral health care system. The results of which were undoubtedly felt by your community as well. But thanks to the perseverance of dedicated care team members and the generous support from partners like you, MBH remains dedicated to tackling these complex and vital behavioral health issues facing our community.

MBH is working diligently to decrease wait times for those in mental health crisis at local emergency departments, increase patient beds at Spring Harbor Hospital and across our footprint, as well as increase access to MBH residential facilities. **We are grateful for your most recent grant of \$1,000 in June 2018 and hope you'll partner with us again in FY24\* to help us reach these goals.**

In the coming weeks, you will hear from us to gather more information regarding your grant application process for social services funding. If your application for the upcoming year is currently available, we would be grateful if you sent it to Megan Bagdasarian via email at [Megan.Bagdasarian@MaineHealth.org](mailto:Megan.Bagdasarian@MaineHealth.org) or by mail to Maine Behavioral Healthcare, Development Office, 78 Atlantic Place, South Portland, ME 04106. We look forward to the opportunity to apply for funding from the Town of Lyman. It is an honor and a privilege to serve your residents.

In partnership,

Megan Bagdasarian  
Annual Giving Officer  
Maine Behavioral Healthcare

*\*Our fiscal year runs from October 1 to September 30.*





# ITEM #2: (b.) Mail



## SOUTHERN MAINE VETERANS MEMORIAL CEMETERY ASSOCIATION

83 Stanley Road, Springvale, Me 04083  
southernmaineveteranscemetery.org  
Email: SMVMCA198@gmail.com

October 19, 2023

Chairman  
Dick Langlais

Vice Chairman  
Kevin Warden

Treasurer  
Curtis Mills

Secretary  
Ron Rivard

Trustees  
Ray Parent  
Bob Champagne  
Roger Watson

Ex Officio  
Shane Hill

Board Members  
James E. N. Bachelder  
Dale Midgely  
Penny Mills  
Angela LeBlanc  
Jessica Violette  
John Flagler  
Linda Smilie  
Dan Caron  
Nadine Gookin  
David Contois  
Bruce Knight  
Joe Doiron

Ms. Lindsay Gagne  
Select Board  
11 South Waterboro Rd.  
Lyman, ME 04002

Dear Ms. Gagne and Select Board:

Despite the tribulations of the past several years, **the Southern Maine Veterans Memorial Cemetery Association** has completed two major projects; The POW-MIA Memorial and the enclosure of the Committal Shelter so that families and loved ones will be protected from adverse weather conditions.

SMVMCA is a 501 ©3 and relies upon donations from communities such as yours in order to enhance and beautify this hallowed ground. Improvements are not funded by the state and federal government and with your help, we will be able to complete our current and future projects in a timely and efficient manner. Our efforts are now focused upon a memorial honoring **Women of the Armed Forces**.

This veteran's cemetery opened in August of 2010 and is hallowed ground for 2270 veterans and family members including **33 interments** from the Town of Lyman.

We would be most grateful for your community participation and ask that you support our mission with a donation of \$500.00. Any amount will be greatly appreciated.

Sincerely,

Angela LeBlanc





# SOUTHERN MAINE VETERANS MEMORIAL CEMETERY ASSOCIATION

83 Stanley Road, Springvale, Me 04083  
southernmaineveteranscemetery.org

Chairman  
Dick Langlais

Vice Chairman  
Kevin Warden

Treasurer  
Curtis Mills

Secretary  
Ron Rivard

Trustees  
Ray Parent  
Bob Champagne  
Roger Watson

Ex Officio  
Melissa Willette

Board Members  
Dale Midgley  
James Bachelder  
Penny Mills  
Joe Doiron  
Dan Caron  
John Flagler  
Angela LeBlanc  
Linda Smilie  
David Contois  
Jessica Violette  
Nadine Gookin  
Bruce Knight

## MISSION STATEMENT 2023

The Southern Maine Veterans' Cemetery, located in Springvale Maine, was created to honor veterans in our communities with a final resting place that is garnished with reverence and perennial beauty. The State is responsible only for general maintenance: mowing grass, plowing snow, and opening and closing graves. Beautification projects for the cemetery are the sole responsibility of the Southern Maine Veterans Memorial Cemetery Association [SMVMCA].

Our past projects include the display cabinet for military memorabilia that stands in the Cemetery's administration building. We installed a monitor in the foyer of that same building to display a slide show of the photos our association members capture during ceremonies or to document our projects from groundbreaking through their dedication ceremonies. We have a memorial walkway to provide families with a tangible way to honor a departed veteran whose remains may be interred elsewhere.

In 2016 our association erected and dedicated a service monument honoring veterans of the past, present, and future. November 11<sup>th</sup>, 2018, marked the 100<sup>th</sup> anniversary of the ending of WWI. On that date at 11:00 A M, we dedicated a monument to honor the veterans of WWI. On September 24, 2022, we dedicated a POW/MIA monument honoring and remembering the veterans who's remains will never return. Our flower gardens enhance the beauty of the cemetery.

Our fundraising continues as we have several projects on our list to beautify these hallowed grounds. High on list of priorities is to remodel the committal shelter and to erect a monument honoring women veterans.

We are thankful for your past support and ask that you continue supporting us by with a donation of any amount.

Thank you, for your consideration.

Angela LeBlanc



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 24 2015

SOUTHERN MAINE VETERANS MEMORIAL  
CEMETERY ASSOCIATION INC  
83 STANLEY ROAD  
SPRINGVALE, ME 04083-0000

Employer Identification Number:  
01-0545343  
DLN:  
26053653001235  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
May 15, 2014  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for retroactive reinstatement under Section 4 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 5436



## SOUTHERN MAINE VETERANS MEMORIAL CEMETERY ASSOCIATION

83 Stanley Road, Springvale, Me 04083  
southernmaineveteranscemetery.org  
Email: SMVMCA198@gmail.com

Chairman  
Dick Langlais

Vice Chairman  
Kevin Warden

Treasurer  
Curtis Mills

Secretary  
Ron Rivard

Trustees  
Ray Parent  
Bob Champagne  
Roger Watson

Ex Officio  
Superintendent

Board Members  
James E. N. Bachelder  
Dale Midgely  
Penny Mills  
Angela LeBlanc  
Jessica Violette  
John Flagler  
Linda Smilie  
Dan Caron  
Nadine Gookin  
David Contois  
Bruce Knight  
Joe Doiron

### Projected Expenses 2023-2024

#### Administrative:

<b>Bond</b>	<b>\$147.00</b>
<b>Web Page Fee</b>	<b>\$ 71.00</b>
<b>Bureau of Corporation Fee</b>	<b>\$35.00</b>
<b>Office Supplies</b>	<b>\$450.00</b>
<b>Sales Tax</b>	<b>\$150.00</b>
<b>Total :</b>	<b>\$853.00</b>

#### Capital Expenses:

<b>FEMALE Veterans Monument</b>	<b>\$42,000.00-\$50,000</b>
<b>Beautify Cemetery</b>	<b>\$2000.00</b>
<b>Total :</b>	<b>\$\$42,000.00-\$51,000</b>

#### Projected Income:

<b>Sales (Niche Vases)</b>	<b>\$2,400.00</b>
<b>Cities and Towns</b>	<b>\$12,000</b>
<b>Iron Tails Bike Ride</b>	<b>\$2500.00-\$3500.00</b>
<b>Service Clubs and Posts</b>	<b>\$4500.00</b>
<b>General Public</b>	<b>\$2000.00</b>
<b>Grant Application</b>	<b>NA</b>





# SMVMCA

## Treasurers Report September 2023

### Partners Accounts

Checkbook Balance	\$ 15,827.39
Vase Fund Savings	\$ 6,682.21
Regular Savings	\$ 4,409.95
Certificate Deposits	
Regular Savings CD # 82 7 Month (14 Mar 2024)	\$ 10,127.61 rate .25
Regular Savings CD # 1219 7 Month (14 Mar 2024)	\$ 4,081.62 rate .25
<b>Overall Total:</b>	<b>\$ 41,128.78</b>
<b>Restricted Funds</b>	
WVM Fund	\$ 21,542.66
POW/MIA	\$ 8,747.00
Memorial Walkway	\$ 625.19
<b>Restricted Total:</b>	<b>\$ 30,914.85</b>
<u>Available Funds:</u>	<u>\$ 10,213.93</u>

**Treasurer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Call Reason Breakdown

Call Reason	Self	Disp	Total	%	Avg. Arrive	Avg. Time @ Scene
ABANDONED MV	0	2	2	< 1	15.63	25.50
ANIMAL COMPLAINT	0	7	7	2.0	0	0
Administrative	40	3	43	12.3	0.15	72.34
ALARM, BURGLAR - 2 man call	0	4	4	1.1	23.32	0.33
Announcement	0	4	4	1.1	0	0
ASSAULT - past	0	1	1	< 1	18.82	33.95
ASSIST CITIZEN	1	7	8	2.3	14.22	11.69
Assist Other Agency - Other	1	5	6	1.7	10.83	42.55
Assist Other Agency - Police	1	3	4	1.1	14.88	27.79
Background Investigation	0	3	3	< 1	0.08	0.03
M/V COMPLAINT - DTE, OUI, ATV	1	16	17	4.9	11.15	7.56
BUILDING/AREA CHECK	5	0	5	1.4	0	0.35
CIVIL COMPLAINT	0	2	2	< 1	16.84	20.53
COMMUNITY POLICE CONTACT	1	0	1	< 1	0	4.30
COMPLAINT	0	2	2	< 1	11.75	6.62
PROB/BAIL CONDITIONS CHECK	0	4	4	1.1	0.02	0.02
CONCEALED WEAPON APPLICANT	1	0	1	< 1	0	4.08
DETAIL	0	1	1	< 1	29.72	145.55
DHHS CALL/REFERRAL	0	2	2	< 1	48.30	28.22
DISABLED MV	3	1	4	1.1	0	9.48
DOMESTIC DISTURBANCE - 2 man	0	2	2	< 1	8.00	40.14
Illegal Dumping	0	1	1	< 1	2.90	12.45
EMD IN PROGRESS	0	1	1	< 1	0.50	0.55
EMD IN PROGRESS	0	2	2	< 1	9.67	90.45
MUTUAL AID - EMS	0	2	2	< 1	7.10	17.35
VEHICLE FIRE	0	1	1	< 1	12.23	170.22
VEHICLE CRASH - FIRE / EMS	0	1	1	< 1	12.07	8.83
FBI NICS	0	3	3	< 1	0	0
FOLLOW-UP INVESTIGATION	2	5	7	2.0	0	17.49
9-1-1 HANG UP	0	4	4	1.1	8.30	3.28
HARASSMENT	0	1	1	< 1	0	0
INTEL	2	5	7	2.0	0	1.15
LARCENY /FORGERY/ FRAUD	0	4	4	1.1	9.45	9.23
MESSAGE DELIVERY	0	2	2	< 1	0.85	4.90
Mental Health Support	2	0	2	< 1	0	87.60
9-1-1 MISDIAL	0	2	2	< 1	13.58	6.93
MISSING PERSON - NOT RUNAWAY	0	1	1	< 1	23.19	44.44
M/V ACCIDENT - PROPERTY DAMAGE	1	10	11	3.2	11.76	21.59
MOTOR VEHICLE STOP	12	1	13	3.7	2.12	34.98
NOISE COMPLAINT	0	1	1	< 1	0	0
NCIC Entries	0	1	1	< 1	0	0.05
ON-DUTY TRAINING	3	0	3	< 1	0	80.51
OPEN LINE	0	5	5	1.4	7.23	1.72
CRUISER INSPECTION	86	0	86	24.6	0	2.43
PERSONNEL COMPLAINT	0	1	1	< 1	7.20	0.03
PAPER WORK	2	2	4	1.1	0.17	54.08
FOUND/LOST PROPERTY	0	1	1	< 1	7.67	55.07
REPOSSESSION INFO	0	1	1	< 1	0	0
SERVE RESTRAINING ORDER	2	5	7	2.0	2.04	12.48
Road Hazard - NO PAGE	0	2	2	< 1	6.78	4.57
Phone/Mail/Computer Fraud	0	1	1	< 1	0	0
SEX OFFENSES	0	1	1	< 1	14.63	71.63
ON DUTY SCHOOL RESOURCE	1	0	1	< 1	0	257.63
STOLEN VEH	0	1	1	< 1	99.00	0.07
SERVE SUMMONS	1	0	1	< 1	0	40.03
SUSPICIOUS ACTIVITY	1	7	8	2.3	15.54	25.85
SEX OFFENDER REGISTER/VERIFICA	6	11	17	4.9	0	1.90
Trespassing	0	1	1	< 1	19.02	6.28
VANDALISM	0	3	3	< 1	18.11	34.53
VIOLATION OF PO	0	2	2	< 1	26.91	5.90
SERVE WARRANT	2	3	5	1.4	7.34	20.16

Alfred Stats October 2023  
Dispatch Analysis

WELFARE CHECK	0	3	3	< 1	21.13	26.53
Call Transfer to another PSAP	0	1	1	< 1	0	0
YSO Overtime page	0	4	4	1.1	0	0
<b>TOTAL</b>	<b>177</b>	<b>172</b>	<b>349</b>	<b>100</b>	<b>12.25</b>	<b>25.60</b>

### Call Reason Breakdown

Call Reason	Self	Disp	Total	%	Avg. Arrive	Avg. Time @ Scene
ABANDONED MV	0	4	4	2.4	25.05	58.52
ABUSE/NEGLECT	0	1	1	< 1	11.47	22.02
ANIMAL COMPLAINT	0	2	2	1.2	0	0
ALARM, HOLD-UP - 2 man call	0	2	2	1.2	6.21	1.52
ALARM, BURGLAR - 2 man call	0	8	8	4.8	7.11	4.18
ASSIST CITIZEN	0	5	5	3.0	37.31	0.75
Assist Other Agency - Police	0	3	3	1.8	19.46	3.83
M/V COMPLAINT - DTE, OUI, ATV	0	17	17	10.2	23.22	18.25
BURGLARY (B & E) PAST	0	1	1	< 1	32.58	27.80
BUILDING/AREA CHECK	5	0	5	3.0	0	0.15
COMPLAINT	0	3	3	1.8	34.37	4.32
DISTURBANCE - 2 man call	0	6	6	3.6	12.51	25.11
DISABLED MV	2	0	2	1.2	0	5.28
DOMESTIC DISTURBANCE - 2 man	0	2	2	1.2	11.51	15.79
DIRECTED PATROL	2	0	2	1.2	0.10	37.24
Illegal Dumping	0	1	1	< 1	0	0
EFD IN PROGRESS	0	1	1	< 1	0	0
EMD IN PROGRESS	1	1	2	1.2	17.15	57.11
VEHICLE CRASH - FIRE / EMS	0	4	4	2.4	7.72	77.37
FOLLOW-UP INVESTIGATION	1	2	3	1.8	0	5.95
9-1-1 HANG UP	0	6	6	3.6	33.56	9.19
HARASSMENT	0	1	1	< 1	0	0
INTEL	0	2	2	1.2	0	0
JUVENILE RUNAWAY	0	1	1	< 1	0	0
LARCENY /FORGERY/ FRAUD	0	3	3	1.8	28.93	10.22
Mental Health Call	0	2	2	1.2	18.05	18.74
9-1-1 MISDIAL	0	3	3	1.8	0	0
M/V ACCIDENT - PROPERTY DAMAGE	0	10	10	6.0	12.49	16.51
MOTOR VEHICLE STOP	20	1	21	12.7	0.05	12.51
NOISE COMPLAINT	0	2	2	1.2	0	0
OPEN LINE	0	3	3	1.8	0	0
Paraphernalia/Sharps/Drugs	0	1	1	< 1	0	0
PAPER WORK	1	0	1	< 1	0	4.75
FOUND/LOST PROPERTY	0	1	1	< 1	28.78	5.07
SERVE RESTRAINING ORDER	7	5	12	7.2	37.91	10.36
Road Hazard - NO PAGE	0	1	1	< 1	0	0
Phone/Mail/Computer Fraud	0	1	1	< 1	0	0
STOLEN VEH	0	3	3	1.8	19.52	36.78
SUSPICIOUS ACTIVITY	1	5	6	3.6	13.64	11.99
TERRORIZING/THREATENING	0	1	1	< 1	24.57	0.03
VANDALISM	0	1	1	< 1	22.20	11.68
VIN Verification	0	4	4	2.4	27.43	13.72
VIOLATION OF PO	0	1	1	< 1	0	0
WELFARE CHECK	0	4	4	2.4	15.40	8.82
Call Transfer to another PSAP	0	1	1	< 1	0	0
<b>TOTAL</b>	<b>40</b>	<b>126</b>	<b>166</b>	<b>100</b>	<b>18.42</b>	<b>16.52</b>



# ITEM #3: (a.) Minutes

Town of Lyman  
Select Board Meeting Minutes  
Monday October 16<sup>th</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:** Thomas Hatch (Vice Chair), Amber Swett, Victoria Gavel  
**Selectboard members absent:** Rusty “Ralph” Blackington (Chair), Jessica Picard

## ITEM #1      SPECIAL OFFERS/ PRESENTATIONS

## ITEM #2      HEARING OF DELEGATIONS / PUBLIC INPUT

- a. *Public Input – Public in attendance will have up to 5 minutes to address the Board. Please use the podium to address the board.*
- b. *Mail • York County Commissioners Letter*

## ITEM #3      MINUTES

- a. *Review / Approve meeting minutes 10/2/2023*  
**Amber Swett - Motions to approve. Victoria Gavel seconds.**  
**Amber Swett – Asks about Tony Vigue’s recommendation to add language to the Franchise Ordinance and if that should also be added to the agreement. There is some discussion that this can be added to both documents. She also clarifies spelling correction on Page four.**  
**Motion passes 3-0-0**

## ITEM #4      SIGN WARRANTS

- a. *Payroll Warrant #15 in the amount of \$27,699.23*  
**Amber Swett – Motions to approve. Victoria Gavel seconds. Motion passes: 3-0-0**
- b. *Accounts Payable Warrant #14 (FY2024) in the amount of \$45,778.25*  
**Victoria Gavel – Motions to approve. Amber Swett seconds**  
**Victoria Gavel – Verifies the TRF personal protect gear is for the Transfer Station employees.**  
**Amber Swett – States the Town spent \$11,676.86 on Municipal Solid Waste vs \$556.65 on recycling.**

## ITEM #5      UNFINISHED BUSINESS

- a. *Review Planning Board Bylaws*  
**Don Hernon – States from the last meeting the Select Board submitted to the Planning Board their feedback on the bylaws and recommended changes. On section 1.4 regarding Bias, the Planning Board agreed to change the language so that bias would be dealt with in an open public session. Under 2.2.1 in the bylaws makes reference to the Zoning Ordinance that filling vacancies on the Planning Board shall be by advertising for new members and the Planning Board will review applicants and make recommendation to the Select Board. The Planning Board doesn’t see any reason to make changes to this section.**  
**Lindsay Gagne – States the Charter calls for filling of vacancies on boards and committees in accordance with the current hiring policy. The Select Board approved an interim hiring policy for recruiting members to boards and committees. Applications that are submitted are confidential records until the person is hired or appointed.**  
**Thomas Hatch – States what’s worked in the past may have worked then but we’re trying to bring forward new methodology and some of the past practices were more encumbering when trying to recruit employees.**

Town of Lyman  
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**Victoria Gavel** – States the Ordinance says one thing and the Charter says something different and feels we would need to choose which one to follow and amend the other at some point, so it makes sense.

**Amber Swett** – States there is reference in the notes that on July 20<sup>th</sup> two members of the Planning Board were in attendance of an ORC meeting and made an argument that the Charter supersedes the Lyman Zoning Ordinance. She recommends changing 2.1 in the bylaws to read “Appointments to the Planning Board are to be made by the Town Manager with concurrence of the Select Board and in accordance with the Lyman Municipal Charter.”

**Don Hernon** – States on section 3.4 there were questions regarding the Planning Board Secretary completing minutes and administrative duties, however, they would agree to change the language to reflect that the Planning Board Secretary will coordinate with the Admin CEO on completing administrative duties for the planning Board. Though there was some confusion between the terminology of Planning Board Clerk and Admin CEO. Once the planning board gets clarification on which terminology to use, they will make adjustments to that section in the bylaws. He clarifies that under 3.7 the vacancies of officers are elected by the Planning Board, meaning the roles of chair, vice chair and secretary and the Planning Board can refer 3.7 to 3.1 in the bylaws where 3.1 defines the term “Officers”. Under 5.1 the Planning Board was going to clarify the term “Planning Board Clerk” and remove the language “under the supervision of the secretary”. Under 5.2 the Admin CEO reports to the select board, however this should be clarified that the Admin CEO maintains copies of approved documents and provides periodical reports to the Town Manager as it states in the Charter. There is discussion to remove section 5.2 as the job descriptions and charter will cover regular maintenance of public records. Under 6.2, the Planning Board would agree to remove this section. Under 7.1 the Planning Board was going to add “Town Library, GMFR, or another Town property with sufficient meeting space.”

**Amber Swett** – Suggests wording under 6.2 “at Town Hall or other Town Approved meeting place.” And the Select Board can come up with a list of approved spaces to hold meetings.

**Don Hernon** – States under 7.1 posting notification, they will add language “request for postings shall be made in a timely manner” and will make other modifications in the same paragraph to remove repeated use of “Town”. Under 11.1 the planning board will add language to add “will submit to the select board for final approval of amendments”.

**Amber Swett** – States under 2.5 the planning board moves alternate members into permanent vacancies when one becomes available, but the charter states how vacancies are filled and would suggest 2.5 be removed from the bylaws.

**b. [Review Franchise Ordinance, revision discussion from Public Hearing.](#)**

**Lindsay Gagne** – States after the public hearing and recommendations from Tony Vigue the definition of “Video Service Provider” was added to the Ordinance. Once the Ordinance is enacted by the Select Board then the Board can go back to negotiating the Franchise Agreement. Tony Vigue had recommended the board ensure there are terms in the agreement to cover events such as liquidated damages and things the cable company should be accountable for.

**Amber Swett** – **Motions to accept the Cable Television Ordinance**

**Victoria Gavel** – **Seconds the motion. She asks why we have to have an ordinance and if this is the only cable company we have in Town**

**Lindsay Gagne** – **Explains the Ordinance doesn’t pertain specifically to the Cable company; however the Agreement specifies it is not exclusive to only one company so the board can have multiple agreements with other service providers. Tony Vigue had recommended the Board enact an Ordinance as added protection for the Town and Town Council recommended a simplified**

Town of Lyman  
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**version that mirrors state statutes. The Franchise Agreement can be further negotiated if the board feels there needs to be better terms in there.**

**Motion passes: 3-0-0**

**ITEM #6**

**DEPARTMENT AND COMMITTEE REPORTS**

a. **Road Commissioner** – none

b. **Fire Chief** –

Fire Chief was not in attendance, but there was discussion of the open house event the week prior and GMFR did a great job coordinating and making a wonderful public event. GMFR was able to sell their older firetruck to Limington that was in need of one. The equipment they were able to get with ARPA funds has been a great addition also.

c. **CEO** – none

d. **Tax Clerk** – **Monthly Reports July - September**

e. **Treasurer** – **Expense Report**

f. **Town Manager** – none

g. **Other** -

**Michelle Feliccitti** – States Bunganut Committee will be scheduling their upcoming meetings. They are currently looking into grant options for the Park. They have roughly 130 responses from the Survey they will be evaluating. The Comprehensive Plan Committee will hold their initial meeting on October 30<sup>th</sup> and will look into the Land Study. The Budget Committee has their quarterly meeting on the 30<sup>th</sup> as well.

**Thomas Hatch** – States there was a walkthrough at Bunganut Park with YMCA and they had done a great job cleaning up the park for the end of the season.

**Victoria Gavel** – States if the board waived all the insurance requirements, she would volunteer to remove the old charcoal grills out of there to help clean up the Park.

**Thomas Hatch** – States he recently was at the Transfer Station and the improvements are looking good. The area will be a safer environment once the work is completed.

**ITEM #7**

**NEW BUSINESS**

a. **Discussion regarding Town Clerk Position**

**Lindsay Gagne** – States after the Town meeting in October, she has been considering a job description for a separate Town Clerk Position. However, as it stands alone, this would be a part-time position.

**Victoria Gavel** – States she wouldn't think it would be a full-time position and thought when the position carried other titles, like Tax Collector, allowed it to be more of a full-time position.

**Lindsay Gagne** – States she has pulled some data that shows the amount of time that is put in for Town Clerk duties and would recommend adding other titles to streamline the position. There was sentiment at the Town Meeting of what the contingency plan would be in the event the Town Manger was absent. The board could also consider the idea of an office administrator/Town Clerk.

**Carol Baker Roux** – Asks if the \$60,217 amount includes the \$19,000 amount from Salaries and Benefits of the previous Town Meeting.

**Lindsay Gagne** – Explains the \$60,000 was appropriated from Surplus but not moved to another account and was voted as a separate account. The Board can't merge any dollar amount from one account to another unless there was a Town Meeting and the voters voted in favor of doing that.

b. **Approval for electrical work at Transfer Station**

**Thomas Hatch** – States there was an underground wire that had been uncovered during construction that will need to be fixed.

Town of Lyman  
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**Lindsay Gagne** – States there are a couple different reserve accounts the money could come out for the repair, but this would need board approval to use funds out of a reserve account. The board could take out of the Contingency reserve, however there is only \$2,500 in that account and the Electricians quote is for \$5,000. The other reserve accounts are Capital Improvement or Transfer Station Reserve. The Transfer Station Reserve account was originally designed to help build up funds to work towards replacing the compactors.

**Amber Swett** – States she would prefer it come out of Capital Improvement for the reason that in past years, reserves put aside for the Transfer Station had been pulled from for other things and she would like to see the Transfer Station get the repairs it needs.

**Victoria Gavel** – **Motions to take the \$5,000 out of Capital Improvement**

**Amber Swett** – **Seconds the motion. Motion passes: 3-0-0**

c. [Cemetery Committee, request for fundraising event](#)

**Thomas Hatch** – States there was a vehicle accident that damaged two headstones in the Burbank Cemetery. The cemetery committee is looking to collect donations to replace the broken headstones. They have put together a request to set up an expendable fund.

**Victoria Gavel** – **Motions to create an Expendable fund for the purpose of replacing and repairing headstones at a cemetery located on Route 111 that sustained damage as a result of a crash on September 2<sup>nd</sup>, 2023 and any funds collected over and above the purchasing and installation costs will be used for additional landscaping and some sort of fencing to alert and protect both drivers and the headstones.**

**Amber Swett**- **Seconds the motion. Motin passes: 3-0-0**

**OTHER**

**EXCECUTIVE SESSION**

[1.M.R.S.A §405 \(A\) Discussion with Town Manager regarding personnel matters](#)

[1 M.R.S.A §405 \(C\) Discussion regarding the condition, or acquisition of real property](#)

**Amber Swett** – **Motions to go into executive session per 1 M.R.S.A 405 (A) personnel matters discussion with Town Manager and 1 M.R.S.A 405 (C) discussion regarding the condition, or acquisition of real property.**

**Victoria Gavel** – **Seconds the motion. Motion passes: 3-0-0**

**Amber Swett** – **Makes a motion to come out of executive session.**

**Victoria Gavel** – **Seconds the motion. Motion passes: 3-0-0**

**ADJOURN**

**Amber Swett** – **Motions to adjourn.**

**Victoria Gavel** – **Seconds the motion. Motion passes: 3-0-0.**



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Amber Swett

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Rusty "Ralph" Blackington

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Jessica Picard

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Thomas Hatch

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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 October 16<sup>th</sup>, 2023

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Lindsay Gagne

# ITEM #4: (a.) Payroll Warrant

LYMAN  
9:29 AM

## Payroll Check Register

Pay Date: 11/01/2023

10/26/2023  
Page 1

Check	D / D	Check	Amount	Date	Employee
<b>Employee Checks</b>					
1	1,559.31	0.00	1,559.31	11/01/23	79 SUSAN J BELLEROSE
2	211.56	0.00	211.56	11/01/23	032 DANA A CARTER
3	1,896.08	0.00	1,896.08	11/01/23	029 BRENDA D CHARLAND
4	1,170.99	0.00	1,170.99	11/01/23	025 THOMAS M CROTEAU
5	1,299.38	0.00	1,299.38	11/01/23	12 MARCEL DESROSNIERS
6	2,327.15	0.00	2,327.15	11/01/23	028 LINDSAY GAGNE
7	1,856.44	0.00	1,856.44	11/01/23	016 LAURIE L GONSKA
8	270.12	0.00	270.12	11/01/23	117 PAUL HAKALA
9	256.42	0.00	256.42	11/01/23	007 THOMAS M HOLLAND
10	1,520.94	0.00	1,520.94	11/01/23	015 JEANETTE E LEMAY
11	713.95	0.00	713.95	11/01/23	036 JULIE LEMIEUX
12	1,274.56	0.00	1,274.56	11/01/23	041 RANDALL L MURRAY
13	187.85	0.00	187.85	11/01/23	19 BRIAN D. RACICOT
14	527.49	0.00	527.49	11/01/23	123 KYLE D RACICOT
15	480.74	0.00	480.74	11/01/23	002 DAVID W RILEY
16	112.25	0.00	112.25	11/01/23	020 DAVID H SANTORA
17	1,414.63	0.00	1,414.63	11/01/23	037 REBEKAH S THOMPSON
18	220.19	0.00	220.19	11/01/23	40 RAYMOND J VALLIERE
19	216.65	0.00	216.65	11/01/23	173 KEVIN A VEILLEUX
<b>Total</b>	<b>17,516.70</b>	<b>0.00</b>	<b>17,516.70</b>		
<b>Direct Deposit Checks</b>					
20	0.00	17,516.70	17,516.70	11/01/23	D / D 1 BIDDEFORD SAVINGS BANK
<b>Total</b>	<b>0.00</b>	<b>17,516.70</b>	<b>17,516.70</b>		
<b>Trust &amp; Agency Checks</b>					
21	0.00	6,387.08	6,387.08	11/01/23	T & A 1 I.R.S.
22	0.00	1,136.86	1,136.86	11/01/23	T & A 3 ICMA
23	0.00	1,168.15	1,168.15	11/01/23	T & A 2 MAINE REVENUE SERVICES
24	0.00	1,576.43	1,576.43	11/01/23	T & A 9 MPERS
<b>Total</b>	<b>0.00</b>	<b>10,268.52</b>	<b>10,268.52</b>		
<b>Summary</b>					
Checks:	Regular	0.00	19		
	D / D	17,516.70	1		
	Employee	17,516.70			
	T & A	10,268.52	4		
	Voided		0		
	<b>Total</b>	<b>27,785.22</b>	<b>24</b>		

WARRANT: 16

Check	D / D	Check	Emolovee	Gross Pay
1	1,559.31	0.00	79 SUSAN J BELLEROSE	2,240.74
2	211.56	0.00	032 DANA A CARTER	229.08
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	1,299.38	0.00	12 MARCEL DESROSIERS	1,670.08
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	270.12	0.00	117 PAUL HAKALA	292.50
9	256.42	0.00	007 THOMAS M HOLLAND	286.85
10	1,520.94	0.00	015 JEANETTE E LEMAY	2,405.15
11	713.95	0.00	036 JULIE LEMIEUX	960.75
12	1,274.56	0.00	041 RANDALL L MURRAY	1,960.80
13	187.85	0.00	19 BRIAN D. RACICOT	258.97
14	527.49	0.00	123 KYLE D RACICOT	642.56
15	480.74	0.00	002 DAVID W RILEY	520.57
16	112.25	0.00	020 DAVID H SANTORA	121.55
17	1,414.63	0.00	037 REBEKAH S THOMPSON	2,187.64
18	220.19	0.00	40 RAYMOND J VALLIERE	238.43
19	216.65	0.00	173 KEVIN A VEILLEUX	234.60
20	0.00	17,516.70	D / D 1 BIDDEFORD SAVINGS BANK	
21	0.00	6,387.08	T & A 1 I.R.S.	
22	0.00	1,136.86	T & A 3 ICMA	
23	0.00	1,168.15	T & A 2 MAINE REVENUE SERVICES	
24	0.00	1,576.43	T & A 9 MPERS	
<b>Total</b>	<b>17,516.70</b>	<b>27,785.22</b>		<b>24,973.93</b>

**Put into A/P** **10,751.73**  
**Taken out of A/P** **(10,268.52)**  
**Total Payroll** **28,268.43**

**Count**  
Checks                      24

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

TOWM OF LYMAN, BOARD OF SELECTMEN

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

# ITEM #4: (b.) AP Warrant

Lyman  
11:27 AM

## A / P Check Register

Bank: BIDDEFORD SAVINGS

11/02/2023  
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	10114	10,294.01	10/16/23	17	0569 SECRETARY OF STATE
P	10115	9.83	10/18/23	17	0976 SUSAN BELLEROSE
P	10116	500.00	10/18/23	17	0279 JACOB MCCURDY
P	10117	8,458.99	10/20/23	17	0569 SECRETARY OF STATE
P	10118	15,357.34	10/30/23	17	0569 SECRETARY OF STATE
P	10119	252.00	11/02/23	17	0643 TREASURER, STATE OF MAINE
P	10120	1,281.00	11/02/23	17	0647 TREASURER, STATE OF MAINE
R	10121	230.53	11/06/23	17	0218 AMAZON CAPITAL SERVICES
R	10122	48.00	11/06/23	17	0014 ANDY'S AGWAY
R	10123	2,440.00	11/06/23	17	0022 BEAN DATA
R	10124	659.56	11/06/23	17	1046 BOURQUE & CLEGG LLC
R	10125	531.40	11/06/23	17	0170 BRENDA CHARLAND
R	10126	1,072.05	11/06/23	17	0335 C.I.A. SALVAGE INC
R	10127	96.00	11/06/23	17	0994 CINTAS CORPORATION- # 758
R	10128	15.00	11/06/23	17	0136 CMAAO
R	10129	125.00	11/06/23	17	0211 CRIPPLE CREEK CORPORATION
R	10130	388.00	11/06/23	17	0111 CYN ENVIRONMENTAL SERVICES
R	10131	234,750.00	11/06/23	17	0292 DANCAUSE CONSTRUCTION
R	10132	2,338.33	11/06/23	17	0133 DAVID W. RILEY
R	10133	381.40	11/06/23	17	0151 DAYTON SAND & GRAVEL, CO.,INC.
R	10134	40,500.00	11/06/23	17	0248 DAYTON SNOW FIGHTERS INC.
R	10135	52,515.92	11/06/23	17	0233 GOODWINS MILLS FIRE & RESCUE
R	10136	525.64	11/06/23	17	0072 GWI
R	10137	3,775.85	11/06/23	17	0297 HACKETT, BRUCE
R	10138	562.12	11/06/23	17	0710 HYGRADE BUSINESS GROUP
R	10139	800.00	11/06/23	17	0230 JESSICAS CLEANING SERVICE
R	10140	9,300.00	11/06/23	17	0265 JOSEPH GOFF
R	10141	5,380.09	11/06/23	17	0311 KCB LANDSCAPING
R	10142	20.20	11/06/23	17	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	10143	53.38	11/06/23	17	0131 LAURIE GONSKA
R	10144	4,914.48	11/06/23	17	0295 LEE BAXTER ENTERPRISES INC
R	10145	35.00	11/06/23	17	0368 M B O I A
R	10146	8,307.28	11/06/23	17	0376 M M E H T
R	10147	30.00	11/06/23	17	0415 M M T C T A
R	10148	50.00	11/06/23	17	0296 M T C M A
R	10149	5,500.00	11/06/23	17	1171 MAINE MUNICIPAL AUDIT SERVICES, PA
R	10150	30.00	11/06/23	17	0379 MAINE TOWN & CITY CLERKS ASSOC
R	10151	769.10	11/06/23	17	1111 MARCEL DESROSTIERS
R	10152	270.00	11/06/23	17	0256 POTTYS-R-US
R	10153	19.99	11/06/23	17	0084 READYREFRESH BY NESTLE
R	10154	171.00	11/06/23	17	0502 REGISTRY OF DEEDS
R	10155	466,437.06	11/06/23	17	0419 RSU #57
R	10156	49.85	11/06/23	17	0048 SHEILA MCNEIL
R	10157	97.98	11/06/23	17	0224 SPECTRUM/TIME WARNER CABLE
R	10158	2,550.00	11/06/23	17	0250 STEPHEN W. EVERETT PLS
R	10159	114.35	11/06/23	17	0976 SUSAN BELLEROSE
R	10160	180.78	11/06/23	17	0062 THOMAS HOLLAND

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

Type	Check	Amount	Date	Wrnt	Payee
R	10161	1,500.00	11/06/23	17	0629 THYNG PAVING, LLC
R	10162	3,400.00	11/06/23	17	0277 TINKER TOM EXCAVATOR
R	10163	2,290.59	11/06/23	17	0299 TWO SPRUCE
R	10164	204.60	11/06/23	17	0148 VERIZON WIRELESS
R	10165	159.92	11/06/23	17	0985 WARRENS OFFICE SUPPLIES
P	99999	462.00	11/06/23	17	0095 CARDMEMBER SERVICE
P	99999	14.40	11/06/23	17	0095 CARDMEMBER SERVICE
P	99999	22.00	11/06/23	17	0095 CARDMEMBER SERVICE
P	99999	53.88	11/06/23	17	0095 CARDMEMBER SERVICE
P	99999	19.99	11/06/23	17	0095 CARDMEMBER SERVICE
P	99999	359.76	11/06/23	17	0095 CARDMEMBER SERVICE
<b>Total</b>		<b>890,675.65</b>			

<b>Count</b>	
Checks	58
Voids	0



**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00218 AMAZON CAPITAL SERVICES</b>						
0214	10121	11	SUPPLIES		1H43-H1HV-FLGX	
SUPPLIES			E 110-11-60-610		73.56	0.00
			SUPPLIES / SUPPLIES			
			<b>Invoice Total-</b>		<b>73.56</b>	
0214	10121	11	CAMERA FOR ASSESSING		1KJLNRT179NL	
CAMERA FOR ASSESSING			E 110-11-60-610		139.99	0.00
			SUPPLIES / SUPPLIES			
			<b>Invoice Total-</b>		<b>139.99</b>	
0214	10121	11	PLUG FOR TIME CLOCK		19NL-N79W-6F3L	
PLUG FOR TIME CLOCK			E 110-11-60-610		16.98	0.00
			SUPPLIES / SUPPLIES			
			<b>Invoice Total-</b>		<b>16.98</b>	
			<b>Vendor Total-</b>		<b>230.53</b>	
<b>00014 ANDY'S AGWAY</b>						
0214	10122	11	STRAW FOR REC PROJECT		102780	
STRAW FOR REC PROJECT			E 161-21-90-940		48.00	0.00
			OTHER / REC PROGRAMS			
			<b>Vendor Total-</b>		<b>48.00</b>	
<b>00022 BEAN DATA</b>						
0214	10123	11	NOVMEBER		1521	
NOVMEBER			E 110-11-32-310		2,290.00	2,290.00
			CTRCT SVS EQ / PROF SVS			
			<b>Invoice Total-</b>		<b>2,290.00</b>	
0214	10123	11	KBP MEETING		1519	
KBP MEETING			E 726-86-90-999		150.00	0.00
			KENNEB / RESERVES - OTHER / MISC			
			<b>Invoice Total-</b>		<b>150.00</b>	
			<b>Vendor Total-</b>		<b>2,440.00</b>	
<b>01046 BOURQUE &amp; CLEGG LLC</b>						
0214	10124	11	SERVICES		AUG 23	
SERVICES			E 181-11-33-320		257.50	0.00
			CONT PROF / PROF SERV LE			
			<b>Invoice Total-</b>		<b>257.50</b>	
0214	10124	11	SERVICES		SEP 23	
SERVICES			E 181-11-33-320		402.06	0.00
			CONT PROF / PROF SERV LE			
			<b>Invoice Total-</b>		<b>402.06</b>	
			<b>Vendor Total-</b>		<b>659.56</b>	
<b>00170 BRENDA CHARLAND</b>						
0214	10125	11	MILEAGE		08/01-09/28	
MILEAGE			E 110-11-90-910		230.95	0.00
			OTHER / MILEAGE/TRAV			
MILEAGE			E 110-11-90-910		300.45	0.00
			OTHER / MILEAGE/TRAV			
			<b>Vendor Total-</b>		<b>531.40</b>	
<b>00335 C.I.A. SALVAGE INC</b>						
0214	10126	11	TRASH BIN BUNGANUT		1119464	

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
TRASH BIN BUNGANUT			E 145-22-31-330		1,072.05	0.00
			CTRCT SVS BL / WASTE SVS			
<b>Vendor Total-</b>					<b>1,072.05</b>	
<b>00095 CARDMEMBER SERVICE</b>						
0214	99999	11	MICROSOFT	E0600PDQQF		
MICROSOFT			E 110-11-32-310		462.00	0.00
			CTRCT SVS EQ / PROF SVS			
<b>Invoice Total-</b>					<b>462.00</b>	
0214	99999	11	MICROSOFT	E0600PDYZD		
MICROSOFT			E 110-11-32-310		14.40	0.00
			CTRCT SVS EQ / PROF SVS			
<b>Invoice Total-</b>					<b>14.40</b>	
0214	99999	11	MICROSOFT	E0600PDYZE		
MICROSOFT			E 110-11-32-310		22.00	0.00
			CTRCT SVS EQ / PROF SVS			
<b>Invoice Total-</b>					<b>22.00</b>	
0214	99999	11	RECREATION	098554045839928		
RECREATION			E 161-21-90-940		53.88	0.00
			OTHER / REC PROGRAMS			
<b>Invoice Total-</b>					<b>53.88</b>	
0214	99999	11	STAMPS	101723		
STAMPS			E 110-11-60-650		19.99	0.00
			SUPPLIES / POSTAGE			
<b>Invoice Total-</b>					<b>19.99</b>	
0214	99999	11	ADOBE ANNUAL FEE	1026223		
ADOBE ANNUAL FEE			E 110-11-32-310		359.76	0.00
			CTRCT SVS EQ / PROF SVS			
<b>Invoice Total-</b>					<b>359.76</b>	
<b>Vendor Total-</b>					<b>932.03</b>	
<b>00994 CINTAS CORPORATION- # 758</b>						
0214	10127	11	13117643	4169603123		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
<b>Invoice Total-</b>					<b>32.00</b>	
0214	10127	11	13117643	13117643		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
<b>Invoice Total-</b>					<b>32.00</b>	
0214	10127	11	13117643	4172438734		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
<b>Invoice Total-</b>					<b>32.00</b>	
<b>Vendor Total-</b>					<b>96.00</b>	
<b>00136 CMAAO</b>						
0214	10128	11	GONSKA MEMBERSHIP	GONSKA		
GONSKA MEMBERSHIP			E 102-11-20-290		15.00	0.00
			BENEFITS / MEMB & DUES			
<b>Vendor Total-</b>					<b>15.00</b>	
<b>00211 CRIPPLE CREEK CORPORATION</b>						

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0214	10129	11	STORAGE		CRIPDEC2024	
STORAGE			E 110-11-39-399		125.00	125.00
			CONT SVS OTH / OTHER			
<b>Vendor Total-</b>					<b>125.00</b>	
<b>00111 CYN ENVIRONMENTAL SERVICES</b>						
0214	10130	11	LY3802		930502382305607	
LY3802			E 150-31-35-358		388.00	0.00
			CTRCT SVS WA / PROF SVS HWO			
<b>Vendor Total-</b>					<b>388.00</b>	
<b>00292 DANCAUSE CONSTRUCTION</b>						
0214	10131	11	LYMAN TRANSFER STATION	1		
LYMAN TRANSFER STATION			E 551-84-70-790		234,750.00	0.00
			FED - EQUIPMENT / OTHER EQUIP			
<b>Vendor Total-</b>					<b>234,750.00</b>	
<b>00133 DAVID W. RILEY</b>						
0214	10132	11	SERVICES	7		
TOWN HALL TRASH			E 145-11-31-330		35.00	0.00
			CTRCT SVS BL / WASTE SVS			
MOVING			E 141-11-31-310		65.00	0.00
			CTRCT SVS BL / PROF SVS			
<b>Invoice Total-</b>					<b>100.00</b>	
0214	10132	11	SERVICES	6		
P&R TRASH REMOVAL			E 145-21-31-330		160.00	0.00
			CTRCT SVS BL / WASTE SVS			
BUNGANUT TRASH REMOVAL			E 145-22-31-330		460.00	0.00
			CTRCT SVS BL / WASTE SVS			
KENNEBUNK PD GATE			E 161-21-31-310		100.00	0.00
			CTRCT SVS BL / PROF SVS			
<b>Invoice Total-</b>					<b>720.00</b>	
0214	10132	11	SERVICES	8		
ROADS REPAIRS/MAINT			E 131-51-40-483		630.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
ROADSIDE TRASH PICKUP			E 145-51-31-330		75.00	0.00
			CTRCT SVS BL / WASTE SVS			
<b>Invoice Total-</b>					<b>705.00</b>	
0214	10132	11	SERVICES	9		
FUELING			E 150-31-40-450		40.00	0.00
			REPAIRS & MA / EQUIPMENT			
<b>Invoice Total-</b>					<b>40.00</b>	
0214	10132	11	SERVICES	10		
PLOWING, SHOVEL TH			E 143-11-31-360		773.33	0.00
			CTRCT SVS BL / PLOW & SAND			
<b>Invoice Total-</b>					<b>773.33</b>	
<b>Vendor Total-</b>					<b>2,338.33</b>	
<b>00151 DAYTON SAND &amp; GRAVEL, CO., INC.</b>						
0214	10133	11	52800		258922	
52800			E 131-51-40-483		310.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
<b>Invoice Total-</b>					<b>310.00</b>	
0214	10133	11	52800		259085	

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
52800			E 131-51-40-483		71.40	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Invoice Total-</b>		<b>71.40</b>	
			<b>Vendor Total-</b>		<b>381.40</b>	
<b>00248 DAYTON SNOW FIGHTERS INC.</b>						
0214	10134	11	NOVEMBER	DAYNOV2024		
NOVEMBER			E 143-51-31-360		40,500.00	40,500.00
			CTRCT SVS BL / PLOW & SAND			
			<b>Vendor Total-</b>		<b>40,500.00</b>	
<b>00233 GOODWINS MILLS FIRE &amp; RESCUE</b>						
0214	10135	11	NOVEMBER	GMFRNOV24		
NOVEMBER			E 186-91-37-392		16,185.25	16,185.25
			CONT OUT / GMFR CONTRAC			
NOVEMBER			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>00072 CNI</b>						
0214	10136	11	PHONES	6403821		
205773			E 110-11-50-580		496.04	0.00
			UTILITIES / COMM			
205773			E 161-22-50-580		29.60	0.00
			UTILITIES / COMM			
			<b>Vendor Total-</b>		<b>525.64</b>	
<b>00297 HACKETT, BRUCE</b>						
0214	10137	11	REFUND DUPLICATE PAY	851		
REFUND DUPLICATE PAY			G 1-120-00		3,775.85	0.00
			R/E OVERPAYS			
			<b>Vendor Total-</b>		<b>3,775.85</b>	
<b>00710 HYGRADE BUSINESS GROUP</b>						
0214	10138	11	CHECK STOCK	815134		
CHECK STOCK			E 110-11-80-830		562.12	471.87
			ADVER, PRINT / FORMS			
			<b>Vendor Total-</b>		<b>562.12</b>	
<b>00279 JACOB MCCURDY</b>						
0214	10116	11	VOID #9915 REISSUE LOST	7/13		
VOID #9915 REISSUE LOST			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>						
0214	10139	11	CLEANING SERVICES	99560		
TH CLEANING SERVICE			E 141-11-31-310		500.00	0.00
			CTRCT SVS BL / PROF SVS			
ADDLT VACUUM			E 141-11-31-310		300.00	0.00
			CTRCT SVS BL / PROF SVS			
			<b>Vendor Total-</b>		<b>800.00</b>	
<b>00265 JOSEPH GOFF</b>						
0214	10140	11	SIMON DENNETT CEM	1132		

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
SIMON DENNETT CEM			E 181-15-37-399		1,300.00	1,300.00
			CONT OUT / CONT SVS OTH			
			<b>Invoice Total-</b>		<b>1,300.00</b>	
0214	10140	11	LORD-LIBBY CEM	1424		
LORD-LIBBY CEM			E 181-15-37-399		8,000.00	4,500.00
			CONT OUT / CONT SVS OTH			
			<b>Invoice Total-</b>		<b>8,000.00</b>	
			<b>Vendor Total-</b>		<b>9,300.00</b>	
<b>00311 KCB LANDSCAPING</b>						
0214	10141	11	NOVEMBER	KCBNOV2024		
NOVEMBER			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>00322 KENNEBUNK LIGHT &amp; POWER DISTRICT</b>						
0214	10142	11	2101002-01	100623		
2101002-01			E 147-51-50-560		20.20	0.00
			UTILITIES / ELECTRICITY			
			<b>Vendor Total-</b>		<b>20.20</b>	
<b>00131 LAURIE GONSKA</b>						
0214	10143	11	MILEAGE	OCT		
MILEAGE			E 110-11-90-910		53.38	0.00
			OTHER / MILEAGE/TRAV			
			<b>Vendor Total-</b>		<b>53.38</b>	
<b>00295 LEE BAXTER ENTERPRISES INC</b>						
0214	10144	11	GATE KBP	QUO23090516		
GATE KBP			E 551-84-70-790		4,914.48	0.00
			FED - EQUIPMENT / OTHER EQUIP			
			<b>Vendor Total-</b>		<b>4,914.48</b>	
<b>00368 M B O I A</b>						
0214	10145	11	CHARLAND MEMBERSHIP	CHARLAND		
CHARLAND MEMBERSHIP			E 102-11-20-290		35.00	0.00
			BENEFITS / MEMB & DUES			
			<b>Vendor Total-</b>		<b>35.00</b>	
<b>00376 M M E H T</b>						
0214	10146	11	MHT.31171	NOV 23		
INSURANCE-EMPLOYEE			G 1-205-00		951.67	0.00
			BENFTS-EMPLE			
HEALTH			E 102-99-20-210		6,998.81	0.00
			BENEFITS / HEALTH			
DENTAL			E 102-99-20-211		306.55	0.00
			BENEFITS / DENTAL			
LIFE NO MED			E 102-99-20-214		50.25	0.00
			BENEFITS / LIFE NO MED			
			<b>Vendor Total-</b>		<b>8,307.28</b>	
<b>00415 M M T C T A</b>						
0214	10147	11	11790-0	THOMPSON		
MEMBERSHIP			E 102-11-20-290		30.00	0.00
			BENEFITS / MEMB & DUES			
			<b>Vendor Total-</b>		<b>30.00</b>	



**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00296 M T C M A</b>						
0214	10148	11	GAGNE MEMBERSHIP	7/1-6/30		
GAGNE MEMBERSHIP	E 102-11-20-290		BENEFITS / MEMB & DUES		50.00	0.00
<b>Vendor Total-</b>					<b>50.00</b>	
<b>01171 MAINE MUNICIPAL AUDIT SERVICES, PA</b>						
0214	10149	11	AUDIT 2023	AUDIT2023		
AUDIT 2023	E 181-11-33-323		CONT PROF / PROF SERV AU		5,500.00	5,500.00
<b>Vendor Total-</b>					<b>5,500.00</b>	
<b>00379 MAINE TOWN &amp; CITY CLERKS ASSOC</b>						
0214	10150	11	11790-0	THOMPSON		
MEMBERSHIP DUES	E 102-11-20-290		BENEFITS / MEMB & DUES		30.00	0.00
<b>Vendor Total-</b>					<b>30.00</b>	
<b>01111 MARCEL DESROSIERS</b>						
0214	10151	11	MILEAGE	9/28-10/26		
MILEAGE	E 110-11-90-910		OTHER / MILEAGE/TRAV		769.10	0.00
<b>Vendor Total-</b>					<b>769.10</b>	
<b>00256 POTTYS-R-US</b>						
0214	10152	11	PORTA-POTS	27177		
KENNEBUNK POND	E 145-23-35-331		CTRCT SVS WA / PROF PORTA P		85.00	0.00
<b>Invoice Total-</b>					<b>85.00</b>	
0214	10152	11	PORTA-POTS	27101		
CHADBOURNE FIELD	E 145-21-35-331		CTRCT SVS WA / PROF PORTA P		185.00	0.00
<b>Invoice Total-</b>					<b>185.00</b>	
<b>Vendor Total-</b>					<b>270.00</b>	
<b>00084 READYREFRESH BY NESTLE</b>						
0214	10153	11	0427507058	J1176504		
H20 0427507058	E 110-11-60-610		SUPPLIES / SUPPLIES		19.99	0.00
<b>Vendor Total-</b>					<b>19.99</b>	
<b>00502 REGISTRY OF DEEDS</b>						
0214	10154	11	DISCHARGES 9			
DISCHARGES	E 110-11-39-399		CONT SVS OTH / OTHER		171.00	0.00
<b>Vendor Total-</b>					<b>171.00</b>	
<b>00419 RSU #57</b>						
0214	10155	11	NOVEMBER	SCHLNOV2024		
NOVEMBER	E 195-92-90-999		OTHER / MISC		466,437.06	466,437.06
<b>Vendor Total-</b>					<b>466,437.06</b>	
<b>00569 SECRETARY OF STATE</b>						
0214	10114	11	31170	10/5-10/12		

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account	Proj	Amount	Encumbrance	
31170			G 1-250-00	10,294.01	0.00
	MTR VEHICLE				
			<b>Invoice Total-</b>	<b>10,294.01</b>	
0214	10117	11	31170	10/12-10/20	
31170			G 1-250-00	8,458.99	0.00
	MTR VEHICLE				
			<b>Invoice Total-</b>	<b>8,458.99</b>	
0214	10118	11	31170	10/20-10/27	
31170			G 1-250-00	15,357.34	0.00
	MTR VEHICLE				
			<b>Invoice Total-</b>	<b>15,357.34</b>	
			<b>Vendor Total-</b>	<b>34,110.34</b>	
<b>00048 SHEILA MCNEIL</b>					
0214	10156	11	FLAGS	3305196121	
FLAGS			E 181-15-37-399	49.85	0.00
	CONT OUT / CONT SVS OTH				
			<b>Vendor Total-</b>	<b>49.85</b>	
<b>00224 SPECTRUM/TIME WARNER CABLE</b>					
0214	10157	11	202-579149701-001	0010726101223	
202-579149701-001			E 150-31-50-580	97.98	0.00
	UTILITIES / COMM				
			<b>Vendor Total-</b>	<b>97.98</b>	
<b>00250 STEPHEN W. EVERETT PLS</b>					
0214	10158	11	SURVEY BARKERS POND	101623	
SURVEY BARKERS POND			E 721-86-90-999	2,550.00	0.00
	HYD / RESERVES - OTHER / MISC				
			<b>Vendor Total-</b>	<b>2,550.00</b>	
<b>00976 SUSAN BELLEROSE</b>					
0214	10115	11	VOID CHECK # 9902 & REPLA		<b>*** SEPARATE ***</b>
VOID CHECK # 9902 & REPLA			E 110-11-90-910	9.83	0.00
	OTHER / MILEAGE/TRAV				
			<b>Invoice Total-</b>	<b>9.83</b>	
0214	10159	11	MILEAGE REIMB	21A CLASS	
MILEAGE REIMB			E 110-11-90-910	114.35	0.00
	OTHER / MILEAGE/TRAV				
			<b>Invoice Total-</b>	<b>114.35</b>	
			<b>Vendor Total-</b>	<b>124.18</b>	
<b>00062 THOMAS HOLLAND</b>					
0214	10160	11	MILEAGE	9/1-10/3	
MILEAGE			E 125-72-90-910	86.46	0.00
	OTHER / MILEAGE/TRAV				
			<b>Invoice Total-</b>	<b>86.46</b>	
0214	10160	11	MILEAGE	10/4-10/18	
MILEAGE			E 125-72-90-910	94.32	0.00
	OTHER / MILEAGE/TRAV				
			<b>Invoice Total-</b>	<b>94.32</b>	
			<b>Vendor Total-</b>	<b>180.78</b>	
<b>00629 THYNG PAVING, LLC</b>					

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0214	10161	11	HOWARD RD	2080		
HOWARD RD			E 131-51-40-483		1,500.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Vendor Total-</b>		<b>1,500.00</b>	
<b>00277 TINKER TOM EXCAVATOR</b>						
0214	10162	11	HOWITT & HILL REPLACE CUL	0017		
HOWITT & HILL REPLACE CUL			E 131-51-40-483		3,400.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Vendor Total-</b>		<b>3,400.00</b>	
<b>00643 TREASURER, STATE OF MAINE</b>						
0214	10119	11	DOGS	OCT		
DOGS			G 1-256-00		252.00	0.00
			DOG LIC			
			<b>Vendor Total-</b>		<b>252.00</b>	
<b>00647 TREASURER, STATE OF MAINE</b>						
0214	10120	11	FISH	OCT		
FISH			G 1-251-00		1,281.00	0.00
			INLAND FISH			
			<b>Vendor Total-</b>		<b>1,281.00</b>	
<b>00299 TWO SPRUCE</b>						
0214	10163	11	CULVERTS	2696		
CULVERTS			E 131-51-40-483		2,290.59	0.00
			REPAIRS & MA / RDS/REPAIRS			
			<b>Vendor Total-</b>		<b>2,290.59</b>	
<b>00148 VERIZON WIRELESS</b>						
0214	10164	11	6423575065-00001	9946049460		
642357065-00001			E 110-11-50-580		204.60	0.00
			UTILITIES / COMM			
			<b>Vendor Total-</b>		<b>204.60</b>	
<b>00985 WARRENS OFFICE SUPPLIES</b>						
0214	10165	11	TOWLYM	523234-00		
TOWLYM			E 110-11-60-610		138.45	0.00
			SUPPLIES / SUPPLIES			
			<b>Invoice Total-</b>		<b>138.45</b>	
0214	10165	11	TOWLYM	523496-00		
TOWLYM			E 110-11-60-610		21.47	0.00
			SUPPLIES / SUPPLIES			
			<b>Invoice Total-</b>		<b>21.47</b>	
			<b>Vendor Total-</b>		<b>159.92</b>	

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice	Description	Reference	
Description			Account	Proj	Amount	Encumbrance
				<b>Prepaid Total-</b>	<b>37,085.20</b>	
				<b>Current Total-</b>	<b>853,590.45</b>	
				<b>EFT Total-</b>	<b>0.00</b>	
				<b>Warrant Total-</b>	<b>890,675.65</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

\_\_\_\_\_

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# ITEM #5: (a.) Planning Board Bylaws

Discussion regarding Planning Board Bylaws from Select Board meeting October 16<sup>th</sup>, 2023

1.4 – Bias : Both boards agreed discussion of bias should be in open, public sessions and remove language pertaining to going into executive session.

2.2.1 – Appointments to the board/filling vacancies : Select Board recommend changing the wording to “Appointments to the Planning Board are to be made by the Town Manager with concurrence of the Slect Board and in accordance to the Lyman Municipal Charter”

2.5 – Permanent vacancies : Select Discussion removing 2.5 due to the fact that the Municipal Charter calls for how vacancies are filled.

3.4 – Planning Board Secretary : Discussion to clarify/add language that the secretary will coordinate with the Planning Board Clerk with regards to administrative tasks. Job descriptions are being updated and the Admin CEO’s job description will be modified to reflect the role of Planning Board Clerk.

3.7 – Vacancies of officers : Recommended to add reference to 3.1 defining term “Officers” as the chair, vice chair, and secretary.

5.1 – Planning Board Clerk : Discussion to remove the language “under the supervision of the secretary” where the Planning Board does not have authority to supervise employees.

5.2 – Records of bylaws/mission statement : Discussion to remove 5.2 as the employees job description will cover maintenance of public records.

6.2 – Goods and services : Discussion to remove 6.2 as there are standard procedures within the office.

7.1 – Designated meeting places : Recommended to change language to “Meetings are held at the Town Hall or other Town Approved meetings places”. Current meeting places would include Town Hall, GMFR, and the Community Library. Lyman Elementary may also be considered if there were to be a very large turnout, however, bookings have to be made through the Town Manager and be well enough in advance to ensure the space is available.

7.1 – Notice of meetings : Discussion to add language “requests for postings shall be made in a timely manner” and other modifications to remove the repeated use of “Town” in the last paragraph of 7.1.

11.1 – Amendments : Discussion to add language “will submit to the Select Board for final approval”



## 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<sup>th</sup> 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 open session ~~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 (new month) 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.~~ and in accordance with the Town of Lyman Municipal Charter.
- 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 to coordinate all minutes and records of The Board, notices of meetings and hearings, and correspondence of The Board.

**Town of Lyman, Maine**  
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- 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 listed in Article 3.1 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 Administration**

- 5.1 The Planning Board Clerk provides administrative support to The Board, and, under the supervision of the Secretary in coordination with the Secretary, is responsible for all minutes and records of The Board, notices of meetings and hearings, and correspondence of The Board. The Planning Board 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 Planning Board Clerk with proper notice.
- 5.2 The Clerk Secretary shall maintain approved copies of the Board By-Laws and 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<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at a time specified by The Board. Meetings are held at the Town Office or another suitable Town

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Approved meeting place. Use of the Lyman Elementary School for meetings shall be requested through the Town Manager.

Special meetings may be called by the Chair, or upon request of a majority of The Board, or as requested by the Select Board of Selectmen, provided that notice thereof is given to 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 LZO's

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. Requests to Town employees for posting Board meetings shall be made in a timely manner.

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**.

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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, **and then submitted to the Select Board for approval in accordance with the Town Charter.**

### 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, (new date) 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 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

Attachment 2

**PLANNING BOARD  
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 recorded and televised on YouTube.

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Thank you in advance for your cooperation.

**Attachment 3**

**Planning Board Notification and Minimum Time Requirements**

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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 **20 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.
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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 – **10 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:**

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

Attachment 4

DRAFT

## 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 (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 Zoom or other 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 when any PB member or applicant participates 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. § 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.

November 1, 2023

From: Lyman Planning Board

To: Lyman Town Manager/Select Board

Subject: Revised Planning Board By-Laws

The Town of Lyman Charter, Section 5.1.2, states that Boards shall adopt By-Laws, subject to approval by the Select Board.

The Planning Board has reviewed the By-Laws approved by the Planning Board in August 2023, and revised the By-Laws to conform to comments provided by the Town Manager. The Planning Board voted to approve the revised By-Laws at its November 1, 2023 meeting.

Attached for your review and referral to the Select Board for approval is a copy of the revised By-Laws. Please provide any comments or questions in writing.

Sincerely,



Rod Tetu, Chair

Attachments:

1. Approved Planning Board By-Laws dated November 1, 2023
2. Revised Planning Board By-Laws dated November 1, 2023, showing changes from the By-Laws dated August 16, 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<sup>th</sup> 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 open session. 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 – November 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, and in accordance with the Town of Lyman Municipal Charter.
- 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 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 to coordinate all minutes and records of The Board, notices of meetings and hearings, and correspondence of The Board.
- 3.5 The election of officers shall take place in July of each year or as soon as possible thereafter.

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- 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 listed in Article 3.1 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 Administration**

- 5.1 The Planning Board Clerk provides administrative support to The Board, and, in coordination with the Secretary, is responsible for all minutes and records of The Board, notices of meetings and hearings, and correspondence of The Board. The Planning Board 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 Planning Board Clerk with proper notice.
- 5.2 The Secretary shall maintain approved copies of the Board By-Laws and Mission Statement.

**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.

**Article 7 - Meetings**

- 7.1 Regular meetings are to be held on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at a time specified by The Board. Meetings are held at the Town Office or another Town Approved meeting place. Use of the Lyman Elementary School for meetings shall be requested through the Town Manager.

Special meetings may be called by the Chair, or upon request of a majority of The Board, or as requested by the Select Board, provided that notice thereof is given to each Board member at least 24 hours in advance and that no business may be conducted other than as specified in said notice.

**Town of Lyman, Maine**  
**Planning Board Bylaws – November 2023**

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 LZO's

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 all official Town digital media platforms, at least one working day before the scheduled meeting. Requests to Town employees for posting Board meetings shall be made in a timely manner.

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.

**Town of Lyman, Maine**  
**Planning Board Bylaws – November 2023**

- 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, and then submitted to the Select Board for approval in accordance with the Town Charter.

**Town of Lyman, Maine  
Planning Board Bylaws – November 2023**

**Article 12 - Severability**

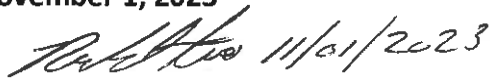
12.1 The invalidity of any section or provision of these By-Laws does not invalidate any other section or provision of these By-Laws.

**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:**

**November 1, 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 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

**Attachment 2**

**PLANNING BOARD  
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.**

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**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.**

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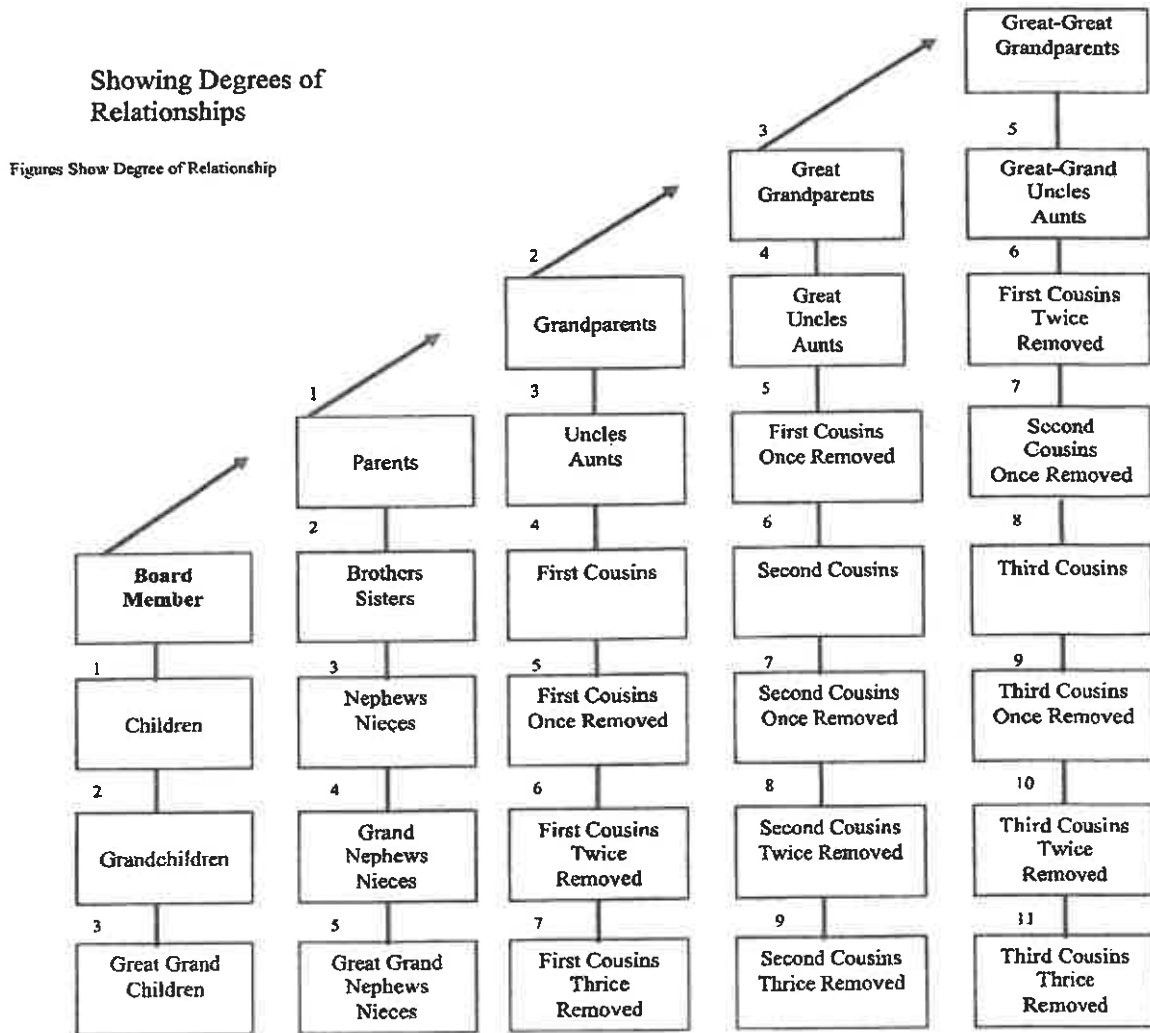
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<b>Newspaper</b> – a newspaper of general circulation	<b>ZBA</b> – Zoning Board of Appeals; refer to LZO Article 9



**Attachment 4**

**Table of Consanguinity**



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

**Attachment 5**

**Town of Lyman Planning Board**  
**Remote Participation Policy**

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# ITEM #5: (b.) Franchise Agreement

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

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# Administrative Issues

## 1. Statement of Agreement

This Franchise Agreement (the “Franchise”) is made and entered as of \_\_\_\_\_, 2023 between the Town of Lyman, Maine (the “Town” or “Local Franchise Authority”) and Spectrum Northeast, LLC LKA Charter Communications (hereinafter “Company”) a Delaware corporation organized and existing in good standing under the laws of the State of Maine.

## 2. Title

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

## 3. Parties

### A. Town

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

### B. Company Local Business Office

1. Name: Spectrum Northeast, LLC
2. By: Charter Communications, Inc. Its Manager
3. Contact: Local Franchising
4. Mailing Address: 400 Old County Road  
Rockland, ME 04841

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

### C. Addresses

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

#### **4. Notices (Communications)**

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

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

#### **5. Grant of Authority**

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

##### **A. Franchise Area**

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

##### **B. Limited Grant**

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

##### **C. Non-Exclusivity**

Company’s rights and privileges are non-exclusive and the Town expressly reserves the right to grant other such franchise agreements in the Town provided, however, that any such additional franchise shall not be on terms and conditions that are materially more favorable or less

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

**D. Eminent Domain not Conferred**

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

**6. Term**

This Franchise shall commence on \_\_\_\_\_,2023 (the “Effective Date”), and shall expire ten (10) years thereafter, on \_\_\_\_\_2033, unless renewed, revoked or terminated sooner as herein provided.

**7. Governing Law**

This Franchise Agreement shall be governed by and be subject to federal law, all applicable FCC rules and regulations and the laws and rules of the State of Maine. Company shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement except that this provision shall not limit Company’s right to initiate a proceeding or to remove a proceeding to the United States District Court for the District of Maine.

**8. Effect of Acceptance**

By accepting the Franchise, Company and the Town: (1) acknowledge and accept each party’s legal right to execute and enforce the Franchise; and (2) accept and agree to comply with the provisions of this Agreement and generally-applicable, non-discriminatory municipal ordinances.

## 9. Definitions

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

1. **Affiliate or Affiliated Person:** An entity which owns or controls, is owned or controlled by, or is under common ownership with a Cable Operator.
2. **Area Outage:** An area outage occurs when cable or equipment is damaged, fails, or otherwise malfunctions (collectively called “malfunctions”), and ten or more Subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.
3. **Basic Cable Service:** The service tier transmitted to all Subscribers, which includes, (a) the transmission of local television broadcast stations entitled to "must carry" status under FCC rules, and (b) any public educational and governmental programming required by this Franchise Agreement to be carried on the basic tier if required by applicable law.
4. **Broadcast:** Over-the-air transmission by a radio or television station.
5. **Cable Act:** Cable Communications Policy Act of 1984 (the “1984 Cable Act”), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the “1992 Cable Act”), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996), as the same may be amended from time to time.
6. **Cablecast:** Programming (exclusive of Broadcast signals) carried on the Cable System.
7. **Cable Service or Service:** The one-way transmission to Subscribers of video programming or other programming service, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
8. **Cable System:** Shall be defined in accordance with Section 602 of the Cable Act. This means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide



cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of the Cable Act , or (e) any facilities of any electric utility used solely for operating its electric utility systems.

9. **Channel or Video Channel:** A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.
10. **Company:** Spectrum Northeast, LLC, and any lawful successor(s) to the interest of such Person or Persons.
11. **Contractor or Subcontractor or Agent:** Any person or entity who or which directly or indirectly works for or is under the direction of “The Company” for the purpose of installation or repair of any portion of the Company’s Cable system in the Town.
12. **Converter:** A special tuner or device attached to the Subscriber’s television set that expands reception capacity and/or unscrambles coded signals distributed over the Cable System.
13. **Designated Access Provider:** The entity or entities which may be designated from time to time by the Town to provide PEG access to the residents of the Town of Lyman.
14. **Downstream Channel:** A channel over which Signals travel from the Cable System Head end to an authorized recipient of programming.
15. **Downstream Transmission:** Signals traveling from the head-end to the Subscriber’s location.
16. **Drop or Cable Drop:** The interconnection between each home or building and the feeder cable of the Cable System.
17. **FCC:** The Federal Communications Commission or any successor agency.
18. **Feeder Cable:** The cable, connected to trunk cable, from which cable television signal service is distributed to multiple Subscribers, as distinguished from trunk

cable (which distributes cable television service throughout the Franchise area) and drop cable.

19. **Franchise Agreement:** The non-exclusive Cable Television License to be granted to Company by this instrument to include the right, privilege and franchise to construct, operate and maintain a Cable System, and appurtenances or parts thereof, in the Streets, roads, alleys, and other Public Ways of the Town.
20. **Gross Annual Revenue:** Revenue of any form or kind received by the Company from the carriage of Cable Service including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues. Gross Annual Revenue shall not include any taxes or fees other than franchise fees on services furnished by Company imposed directly on any Subscriber or user by any governmental unit and collected by Company for such governmental unit. In the event that an Affiliate is responsible for advertising on the Cable System in the Town, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues excluding commissions and/or applicable agency fees, paid to the Company by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. It is the intention of the parties here to that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Cable services. Gross Annual Revenue shall be computed in accordance with Generally Accepted Accounting Principles.
21. **Head-end:** A company owned or leased facility through which Broadcast and cablecast signals are electronically acquired, translated, or modified for distribution over the Cable System.
22. **Interactive Service:** Any service that offers to Subscribers the capability of both transmitting and receiving Signals of any kind.
23. **Institutional Network or I-Net:** A communication network which is available only to municipal and educational institutions for non-commercial purposes.
24. **Leased Channel or Leased Access:** A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
25. **Town:** The Town of Lyman, Maine, or its successor.
26. **Origination Point:** A connection to the cable system which is provided to allow for live or recorded programming to be transmitted from that location Upstream to

the Head-end and from there Downstream to the Subscribers over one or more access channels, also referred to in this Agreement as a return feed.

27. **Other Programming Service:** Information that Company may make available to all Subscribers generally.
28. **Outlet:** An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable System.
29. **Parent:** When used in reference to Company, any Person holding direct or indirect ownership or control of thirty percent (30%) or more of the rights of control of Company; and any Person holding such ownership or control of a Parent to Company.
30. **Pay Cable or Premium Service:** Optional programming delivered for a fee or charge to Subscribers on a per-channel basis, or as a package of services.
31. **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or time basis.
32. **PEG Facility Transmission Equipment:** Equipment which is owned and maintained by the Company and is associated with the interconnection of PEG transmission facilities between a PEG facility and the Company's head end within the Company's cable system as well as the formatting of PEG programming for transmission to the subscriber.
33. **PEG Programming:** Public, Educational, and Governmental programming that is of local interest and non-commercial.
34. **Person:** Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual, or group of individuals acting in concert.
35. **Programming or Video Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
36. **Public Building:** All state accredited public schools, police and fire stations, public libraries, Town Hall, and other public buildings owned or leased by the Town, but shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.
37. **Public Way, Streets or Rights-of-Way:** The surface of, and the space above and below, any public Street, highway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, Public Way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips,

or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town, in the Town which shall entitle the Company to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Street" or "Public Way" shall also mean any easement now or hereafter held by the Town within the Town for the purpose of public travel, or for utility or public service use dedicated for public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Company to the use thereof for the purposes of installing or transmitting the Company's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Town shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

38. **Signal:** Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.
39. **State:** The State of Maine.
40. **Subscriber:** Any person, firm, corporation, or other entity who or which elects to subscribe to for any purpose, a Cable Service provided by the Company by means of, or in connection with, the Cable Television System.
41. **Subscriber Network:** The 750 MHz bi-directional-capable network to be owned and operated by the Company, over which Cable Service(s) can be transmitted to Subscribers.
42. **Town:** The Town of Lyman, Maine or its successor(s).
43. **Transfer:** The disposal by the Company directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership or control of the System or of the Franchise Agreement to a Person, or a group of Persons acting in concert.
44. **Two-way Capability:** The ability to transmit Signals upstream and downstream on the Cable System.
45. **Upstream Channel:** A channel over which Signals travel from an origination point to a system distribution point.
46. **Upstream Transmission:** Signals traveling from origination points on the Cable System to a cable distribution point.

## **10. Construction and Maintenance**

### **A. General Provisions**

#### **1. Quality**

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

#### **2. Compliance with Laws and Regulations**

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

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

Company shall obtain all generally applicable permits before commencing any construction, reconstruction, repair, maintenance, or other work or property use in the public rights of way. Permits for emergency work shall be obtained as soon as possible, but in the event of extreme adverse weather or other emergency condition, Company shall submit a permit as soon as reasonably practicable. The grant of permits by the Town shall be timely and shall not be unreasonably withheld.

#### **3. Public Ways Hazards**

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

#### **4. Tree Trimming**

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

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

**5. Restoration of Damage**

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

**6. Contractors, Subcontractors and Agents**

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

**7. Emergency Power**

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

**B. Cable System Location**

**1. Map of Physical Facilities**

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

**2. Location of System**

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

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

**3. No Interference with Rights of Way**

Except during temporary construction, installation, or maintenance activities, all lines, cables and distribution structures, and equipment, including poles and towers, erected, installed or maintained by Company within the Town shall be located so as not to obstruct or interfere with the

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

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

**4. Construction by the Town**

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

**5. No Interference with Other Fixtures**

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

**6. Temporary Relocations**

Company shall, on request of any Person holding a permit issued by the Town or other appropriate authority, temporarily move its fixtures to permit the moving or erection of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the Person requesting



same, and Company shall be given reasonable notice to arrange for such temporary relocation. Company shall bear any expense to temporarily move its fixtures to permit the moving or erection of municipally owned or constructed buildings or other objects.

**C. Communications**

**1. Company Notice**

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

**2. Subscriber Requesting Maintenance**

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

**3. Company Responses**

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

**4. Subscriber-Owned Equipment Excluded**

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

**11. Operations**

**A. Performance Standards**

## **1. System Design**

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

## **2. Operations**

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

### **B. Emergency Alert System**

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

### **C. Video Recording Device/Cable Compatibility**

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

## **12. Insurance**

### **A. Company Insurance**

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

The amount of such insurance for liability for damage to property shall be One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no

less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Policy will contain a provision that the Town will be provided thirty (30) days' written notice prior to any cancellation, material modification or non-renewal.

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

**B. Insurance to be provided by Subcontractors**

All contractors and subcontractors shall provide adequate insurance coverage.

**C. Indemnification of the Town**

Company hereby indemnifies and holds harmless the Town, its selectmen, officers, agents, employees, members of boards and committees, from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description, other than as a result of the negligence of the Town, including reasonable attorney's fees resulting from , negligent acts or omissions of Company, its agents or employees, in the construction, operation, maintenance, repair or service of its Cable System, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Company's performance under this Franchise Agreement. In the event of the commencement of any action against the Town, or its selectmen, officers, agents, employees, or members of boards and committees which is within the scope of this indemnification, the Town will give prompt notice thereof to Company so that Company has sufficient time to retain counsel and prepare a timely response. Company will have the right to select and furnish counsel for the defense of any such action acceptable to the Town in its reasonable judgment, at no cost or expense to the Town and to settle or compromise any claims and the Town shall cooperate fully. The Town's failure to give timely notice to Company of the commencement of any such action shall not relieve Company of its obligations under this section

unless such failure to give timely notice causes actual prejudice to Company's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the Town, or any such action, or any claim therein, shall be made by Company or by counsel selected by Company without the approval of the Town, which approval shall not be unreasonably withheld.

**D. Indemnification of Company**

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

**E. Municipal Immunities**

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

**13. Performance Bond**

**A. Performance Bond**

Company shall obtain and maintain during the term of this Franchise Agreement, at its sole cost and expense, and file with Town, an irrevocable performance bond, running to the Town, with a surety authorized to do business as a surety in the State of Maine, to guarantee the faithful performance by Company of all of its obligations under this Franchise Agreement. Such performance bond shall be in the amount of at least twenty five thousand (\$25,000.00) dollars.

**B. Conditions**

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

**C. Forfeiture**

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

**D. Replenishment**

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

**E. Town Rights**

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

**14. Records and Reports**

**A. Availability of Records to the Town**

Upon reasonable written notice to the Company, the Town shall have the right to inspect Company's books and records during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the material terms of this Franchise, including any federal, state, laws or regulations or generally applicable ordinances referenced herein. Records should be produced as soon as reasonably practicable, unless for good cause Company responds that a longer amount of time will be needed. Such written notice from the Town shall specifically reference the section or subsection of the Franchise which is under review, so that Company may organize the necessary books and records for appropriate access by the Town. Company shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years or as required by law. Notwithstanding anything to the contrary set forth herein, Company shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its books and records not relating to the provision of Cable Service in the Franchise Area.

Company shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, and 47 USC §551, or any other information that it is prohibited by law from disclosure to third parties.

Company shall at all times after the Effective Date maintain records in accordance with state and federal law, including, without limitation records of written complaints from subscribers in accordance with 30-A MRSA §3010 (4), as may be amended.

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

**B. Annual Report**

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

1. Total number of cable subscribers;
2. Total miles of new cable plant installed;
3. Total number of service calls indicating number of dispatches and number repaired;
4. Listing of all charges and fees for cable or cable-related services;
5. All area outages, including date and duration;
6. The total revenues upon which the franchise fee is paid, broken down by major category;
7. The total franchise fee for the year;
8. Equipment or equivalent funding provided to the PEG channels(s) (if any);
9. Other information Company chooses to include.

**C. Charges for Audits or Tests**

If an inspection or audit of Company’s records shows that Company underpaid the franchise fee by four percent or more for any payment period, Company shall reimburse the Town for all reasonable costs including expert fees arising from the inspection or audit, and any additional inspection or audit until it is determined Company is in full compliance. In addition, except as federal law prevents the Town from enforcing any standards, if it is determined that Company has not materially complied with FCC standards, the Town shall have the right to charge all costs arising from these tests, including expert fees, to Company until it is determined that Company is in full compliance. Notwithstanding the foregoing, the obligation to pay the Town’s costs for tests of the performance of the Cable System shall only arise if the Town’s test is (1) a test of an area where Company has represented that it has corrected a problem, and the problem was not in fact corrected; (2) a second test of an area by the Town, where Company had been notified of the problem and been given an opportunity to cure it; or (3) where Company challenged the validity of a Town test, and the Town agrees to retest, and the re-test confirms the validity of the initial Town test. These charges are incidental to the enforcement of the Franchise; they do not limit any right the Town may have to exercise any other remedy.

**Municipal Benefits**

**15. Franchise Fee**

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

**A. Payment**

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

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

## **B. Late Payments**

In the event that the fees herein required are not tendered on or before the dates fixed in Section 15A above, interest shall accrue on any and all overdue franchise fees at the rate of two percent over prime interest rate published in the Wall Street Journal per annum..

## **C. Acceptance of Payment**

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

## **16. Public, Educational and Governmental Access (PEG)**

### **A. Use of PEG Access Channel**

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

### **B. Channel**

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

### **C. Exclusive Use, Channel Designations and Interconnectivity**

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



2. Except, as permitted by applicable law, there shall be no charge by Company for the use of the PEG Access Channels. Company shall comply with MRSA 3010 §5-A and B.
3. Company shall not appropriate PEG programming for use by company on any other channel except PEG channels without the consent of the originating PEG producer.
4. Subject to applicable law, and unless otherwise agreed to by the parties, PEG channels shall be carried on the basic tier. Company shall make good faith efforts to include appropriate designation of the Town's PEG Access Channels on channel cards and channel listings provided to Subscribers in a manner comparable to which it identifies other Channels. This provision does not obligate Company to list PEG programming content on said channel cards and channel listings. If Channels are selected by a viewer through a menu system, Company shall display the Town's PEG Access Channels designation in a similar manner as other channels. Within 90 days of request by the Town, Company shall install the video return feed connection and transmission equipment from the Lyman Town Hall to the Company's Head End, at Company's expense, to permit the transmission of the PEG programming on the PEG channel to (at a minimum) the cable subscribers in the Town of Lyman. In the event of a relocation of the facilities, Company shall provide a connection to the relocated facility under the terms of a contract with the commercial services department.
5. If a PEG channel is relocated by Company, company shall reimburse the Town of Lyman for out-of-pocket documented costs associated with changing logos, letterhead, business cards etc. to reflect a new channel number not to exceed \$200.00. Town and Company may also negotiate the promotion of this change. Company will provide the Town with at least 30 day notice of any relocation of any PEG channel.

#### **D. PEG Facilities and Equipment Support:**

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

2. With respect to any new or existing PEG channel as defined in this franchise and subject to 30-A MRSA §3010 (5), and 47 U.S.C. §522 Definitions, the equipment associated with the interconnection of PEG transmission facilities between a PEG facility and the Company's head end within the Company's cable system as well as the formatting of PEG programming for transmission to the subscriber is considered "PEG facility or equipment" and the costs thereof shall be borne by the Company.
3. An incumbent Company that is required to pay a PEG fee, grant or any similar payment to the Municipality under the terms of this franchise agreement shall continue to make such payments in full to the Municipality if this franchise agreement expires or Company chooses not to seek a renewal or voluntarily terminates its local franchise agreement but continues to offer cable service within the Municipality.

#### **E. Minimum PEG Signal Quality and Transmission Standards**

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

#### **F. PEG Promotion**

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

## **17. Build-out**

### **A. Area To Be Served**

1. Pursuant to MRSA §3008, §5-B, Company shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least fifteen (15) residences per linear strand mile of aerial cable (and Company shall not impose any contract pre-conditions for such expansion), providing however, that any plant extension is measured from the Company's closest technologically feasible tie-in point that is delivering Cable Service as of the date of such request for service and Company is able to obtain from property owners any necessary easements and/or permits on terms and conditions acceptable to Company. Subject to the density requirement, Company shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within 125 aerial feet of Company's point of connection to its existing distribution system. For non-Standard Installations (those exceeding 125 aerial feet or underground) Company shall, upon receipt of payment and pending any identified construction or other issues (e.g., make ready, weather) offer said service within thirty (30) days of a Subscriber requesting such for aerial installations and sixty (60) days of a Subscriber requesting such for underground installations.
2. Company shall have the right, but not the obligation, to extend the Cable System into any portion of the Town where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Company shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Company at its discretion may make Cable Service available to businesses within the Service Area.
3. Provided Company has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, and the density requirements outlined above are met, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. The Town, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Company. Developer shall be responsible for the digging and back-filling of all trenches.

## **18. Cable Service to Municipal Buildings**

Upon written request from the Town, Company will offer, without charge, one outlet of and equipment for, Basic Cable Service to the locations listed in Exhibit A, provided that

the locations are located up to 125 feet from Company's existing distribution system and capable of an aerial installation. The provision of these drops, to the extent utilized in accordance with the provisions of federal law, may not be counted as an offset from any Franchise Fee imposed on Company.

## **Consumer Issues**

### **19. Rates & Services**

#### **A. Prices and Charges**

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

#### **B. Basic Cable Service**

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

#### **C. Programming**

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

## **20. Rights of Individuals**

### **A. Customer Service**

1. Company shall comply with all customer service federal laws, regulations of the FCC and state laws as they may be amended from time to time, including without limitation 47 C.F.R. §§ 76.309 (Customer Service Obligations) as may be amended.

### **B. Protection of Subscriber Privacy**

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

### **C. Employee Identification Cards**

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

### **D. Privacy Written Notice**

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

### **E. Monitoring**

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

**21. Unauthorized Connections/Continuity of Service**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Company are honored, provided that the Company shall have no obligation to provide Cable Service to any Person who, or which the Company has a reasonable basis to believe, is using an unauthorized Converter or is otherwise obtaining Cable Service without required payment thereof or who threatens Company's employees or damages Company's equipment. The Company shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. To the extent required by applicable law, when necessary non-routine Service interruptions in excess of four hours can be anticipated, the Company shall notify Subscribers of such interruption(s) in advance.

**22. Subscriber Complaints**

**A. Dispute Resolution**

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

**B. Complaint Policy/Investigation**

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

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

**23. Liquidated Damages**

**A. Right to Assess Liquidated Damages**

Because Charter's failure to comply with material terms of this Agreement may result in harm to the Town, and because it will be difficult to measure the extent of such injury, the Town may assess liquidated damages against Company in the amount of Fifty Dollars (\$50.00) per day for each day the violation continues, provided Charter has had notice and an opportunity to cure in accordance with section 23C and the Town is not pursuing other penalties or remedies. The Town shall provide Company with written notice that it intends to assess liquidated damages as a remedy. Such damages shall be an exclusive remedy for the time period in which they are assessed, provided, however, they shall not be a substitute

for specific performance by Company or legal action by the Town once assessment of liquidated damages ceases, but shall be in addition to such specific performance or legal action. Nothing herein is intended to allow duplicative recovery from or payments by Company or its surety.

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

The amount of all liquidated damages per annum shall not exceed twenty five thousand dollars (\$25,000) in the aggregate. With respect to liquidated damages, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or failure may only be assessed under any one material term.

1. Notwithstanding the foregoing, the Town reserves all rights to seek other remedies at law and equity for breach of this Agreement, including but not limited to injunctive relief, and the Town shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of this Agreement.

## **B. Procedure for Liquidated Damages**

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

1. The Town shall notify the Company, in writing, of the alleged failure or material violation, which notice shall specify the alleged failure or violation with reasonable particularity.
2. The Company shall, within thirty (30) days after receipt of the notice or such longer period as the Town may specify in such notice, either cure the alleged failure or violation or, in a written response to the Town's Manager or Municipal Officers, either present facts and arguments in refutation or excuse of such alleged failure or violation or state that the alleged failure or violation will be cured and set forth the method and time schedule for accomplishing such cure.
3. Unless the Selectmen determine that the matter has been resolved, the Company's response shall be submitted to the Municipal Officers, to schedule a public hearing at which the Municipal Officers shall determine (i) whether a failure or violation has occurred; (ii) whether such failure or violation is excusable; and (iii) whether such failure or violation has been or will be cured by the Town; and (iv) the appropriate remedy for the failure or violation.

4. The Town shall provide thirty (30) days' written notice of the public hearing to the Company. During the public hearing, Company and the Town or complainants shall have the right to appear and be heard, including the opportunity to present evidence, question witnesses, if any, and the hearing shall follow the procedures set forth for public hearings. If the Municipal Officers determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a reasonable schedule satisfactory to the Municipal Officers or that the failure is excusable, such determination shall conclude the matter, unless Company fails to comply with the schedule for cure.
5. Company shall have the right to appeal any adverse ruling to a court of competent jurisdiction.

## **24. Transfers**

### **A. Company's Right to Transfer**

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

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



the transfer does not involve a change in the management or day to day operations of the Company.

**B. Town's Right to Approve**

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

For purposes of this Section, any sale, assignment or any other disposition of a fifty percent (50%) ownership interest of the Company or parent company of the Company to any one Person or group of Persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a change of control of the Franchisee. The word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised. A transfer or assignment of a Franchise or control thereof between entities under common control, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries controls, is controlled by, or is under common control with another person or entity.

**C. Notice to Town**

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

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

**D. Time to Review**

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

**E. Public Hearing**

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

For purposes of determining whether it shall consent to any such change of control and ownership, the Town shall inquire into the legal, financial, and technical qualifications of the prospective controlling or owning Person including, but not limited to, such Person's cable-related experience, and any other factors that the Municipal Officers deem in the public interest or as allowed by law.

**F. Transferee Obligations**

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

**G. No Waiver or Release**

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

**25. Successors/Assigns**

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

**26. Renewal**

This Franchise may be renewed by the parties in accordance with state and federal law.

## **27. Revocation and Termination**

### **A. Right to Revoke or Terminate**

In addition to all other rights and powers of the Town by virtue of this Franchise Agreement and after notice and opportunity to cure pursuant to section 27B, the Town may revoke this Franchise Agreement and all rights and privileges of Company hereunder in the event Company either:

1. Violates one or more material provision of this Franchise Agreement where such violation remains uncured for a period of ninety days following written notice to Company by the Town that such violation is deemed to exist unless cure is not feasible in such time period in which event the parties shall meet and agree to a cure schedule;
2. Practices any fraud or deceit upon the Town; or
3. Fails to provide or maintain in full force and effect, the insurance coverages and the performance bond as required by the terms of this Franchise Agreement, where such violation remains uncured for a period of thirty (30) days or
4. Arbitrarily ceases to provide service over the Cable System or fails to restore service after ninety-six (96) consecutive hours of interrupted service except in cases of force majeure or when approval of such interruption is obtained from the Town.

### **B. Procedures to Revoke or Terminate**

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

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

within ninety (90) days or notify the Town in writing that Company continues to dispute the allegations;

5. Upon Company's failure to remedy the violation within the time period prescribed or upon receipt of Company's written position pursuant to subsection 4, Town may revoke this Franchise Agreement by providing Company written notice of revocation or by following the procedure outlined in Section C below.

**C. Public Hearing**

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

**D. Judicial Review**

Company shall have the right to seek judicial review of the Town's determination to revoke

**28. Abandonment**

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

**29. Expiration of Agreement**

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

**30. Changes in Law**

In the event a federal or state law, regulation or decision by a court of competent jurisdiction renders a provision in this Franchise Agreement void or otherwise unenforceable, the provision shall be considered preempted. This preemption will last for as long as the law, regulation or decision is effective; if the law, regulation or decision is subsequently repealed, rescinded,

amended, voided, overturned or otherwise changed so that the preemption is nullified, the provision shall thereupon return to full force and effect as provided by such proceeding and shall be binding and enforceable in accordance with the terms thereof.

**31. Amendments**

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

**32. Subject to Approval**

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

**33. Miscellaneous**

**A. Force Majeure**

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

**B. Severability**

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

**C. Effect on Prior Agreements**

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

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

**D. Non-Enforcement Not Waiver**

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

**E. Company Warranties**

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

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

**Execution**

Date: \_\_\_\_\_, 2023

**Signatures:**

**TOWN OF LYMAN, MAINE**

By: \_\_\_\_\_  
Its: Selectman

By: \_\_\_\_\_  
Its: Selectman

By: \_\_\_\_\_  
Its: Selectman

By: \_\_\_\_\_  
Its: Selectman

By: \_\_\_\_\_  
Its: Selectman

Date: \_\_\_\_\_, 2023

Spectrum Northeast, LLC  
By Charter Communications, Inc., Its Manager

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

EXHIBIT A  
CABLE SERVICE TO MUNICIPAL BUILDINGS

Lyman Town Hall

11 S Waterboro Rd

Lyman Town Library

10 John Street

Goodwins Mills Fire Department

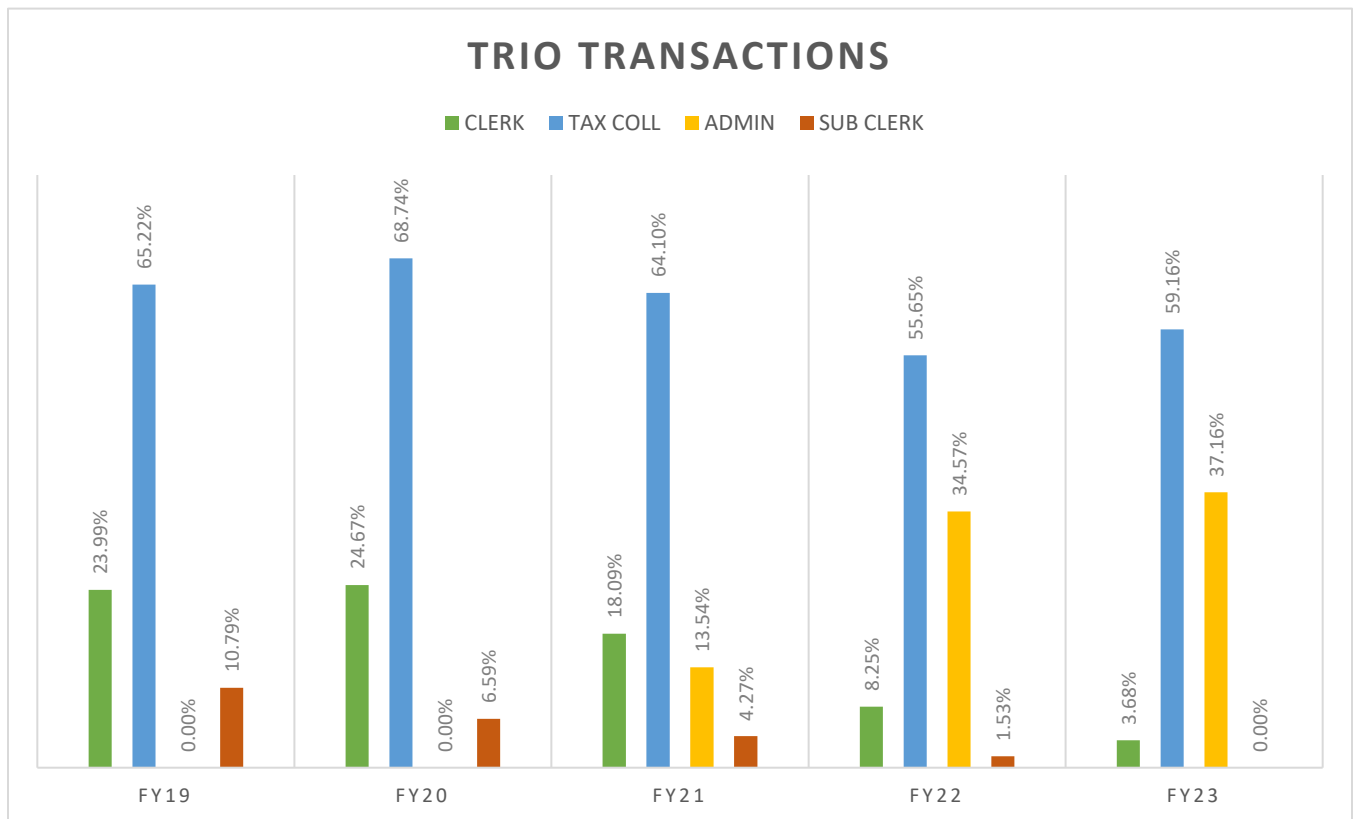
481 Goodwins Mill Road



## ITEM #5: (c.) Town Clerk

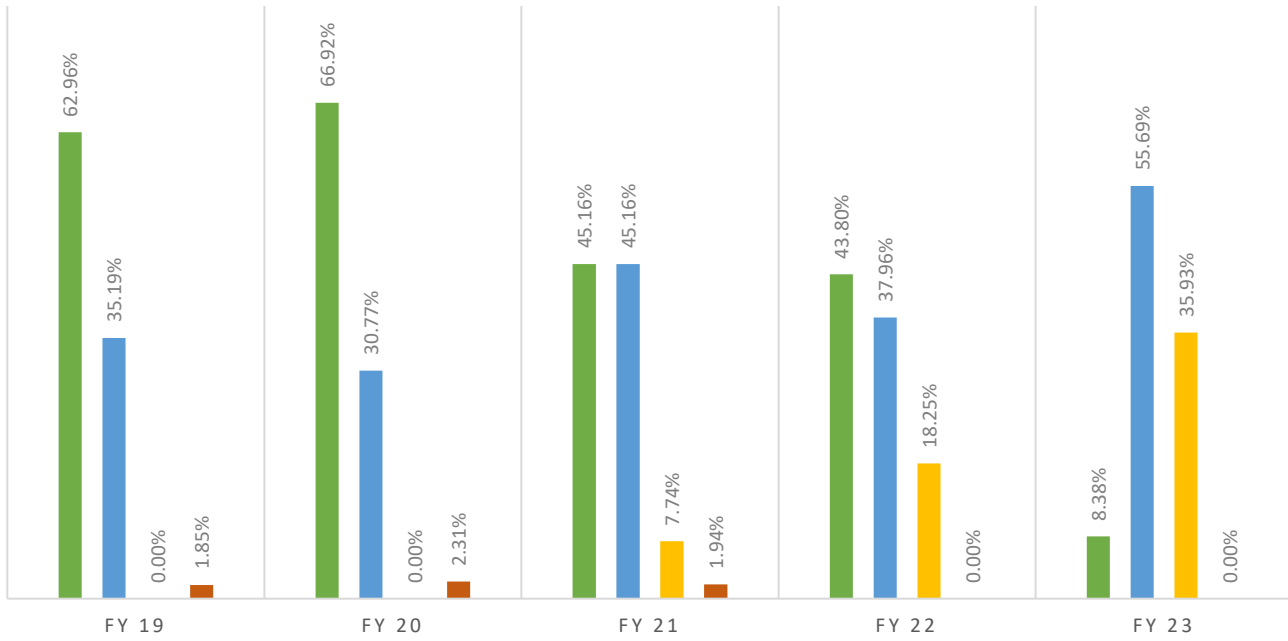
Personnel are deputized by the Tax Collector, Clerk, Registrar, and Treasurer so functions and transactions can be streamlined for efficient customer service at the counter. Below details all customer transactions and then a breakdown of specific transactions that would be under the responsibility of the clerk and/or their deputy.

	TOTAL TRANSACTIONS TRIO	CLERK	TAX COLL	ADMIN	SUB CLERK
FY19	14,717	3,531	9,598	0	1,588
FY20	13,258	3,271	9,113	0	874
FY21	14,424	2,609	9,246	1,953	616
FY22	14,053	1,160	7,820	4,858	215
FY23	13,808	508	8,169	5,131	0



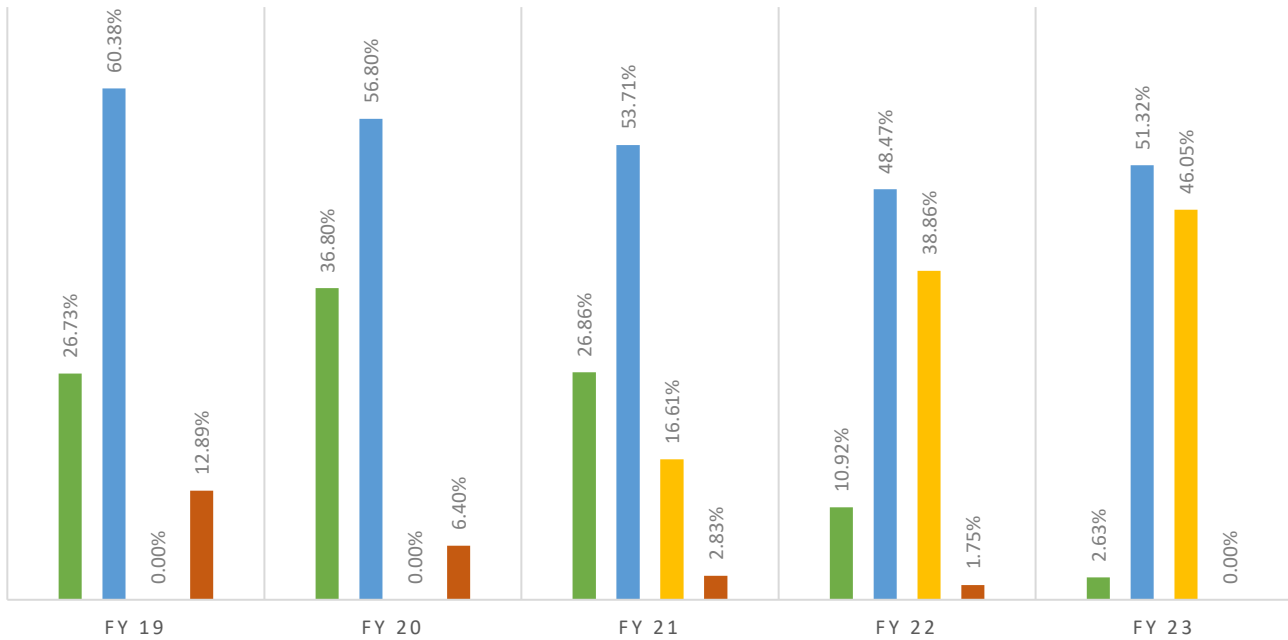
## VITALS

CLERK TAX COLL ADMIN SUB CLERK



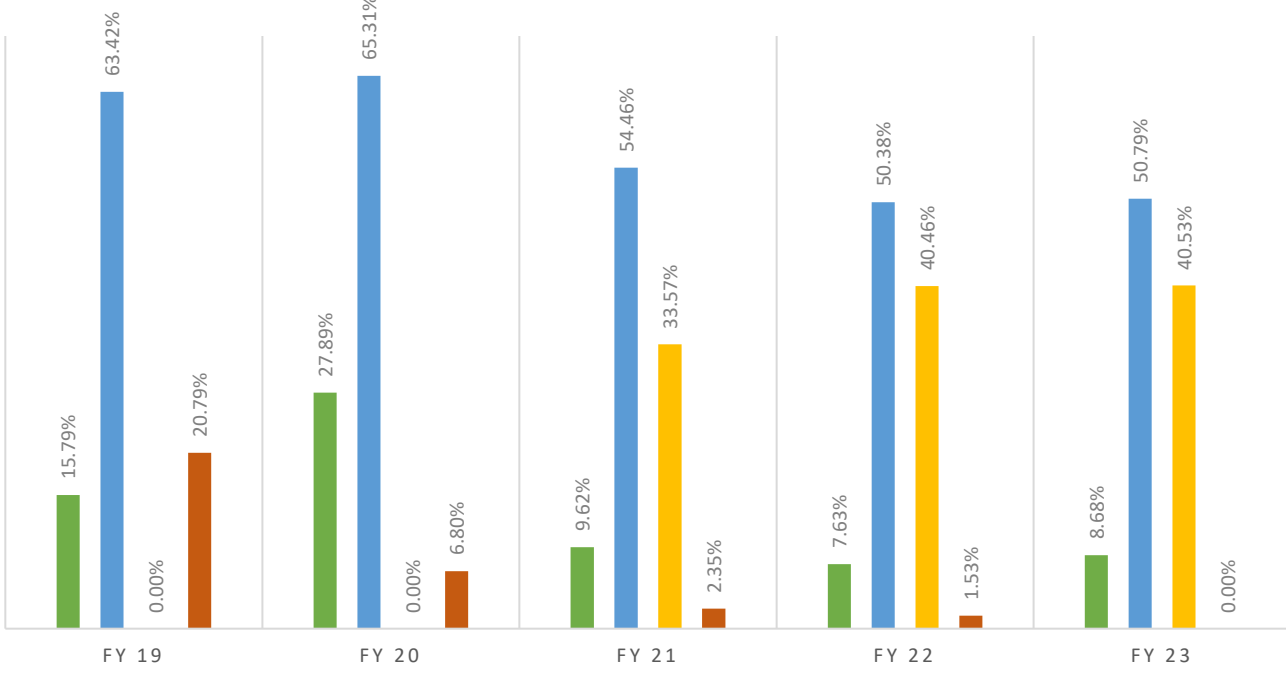
## HUNTING & FISHING

CLERK TAX COLL ADMIN SUB CLERK



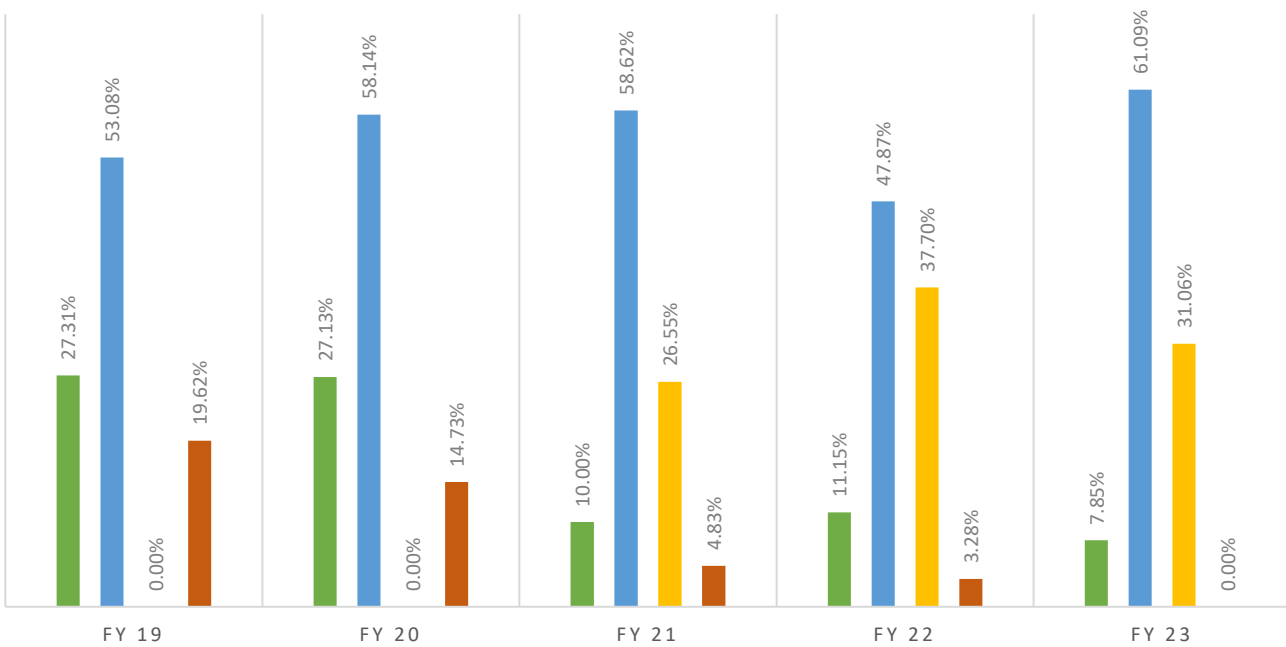
## BOAT

CLERK TAX COLL ADMIN SUB CLERK



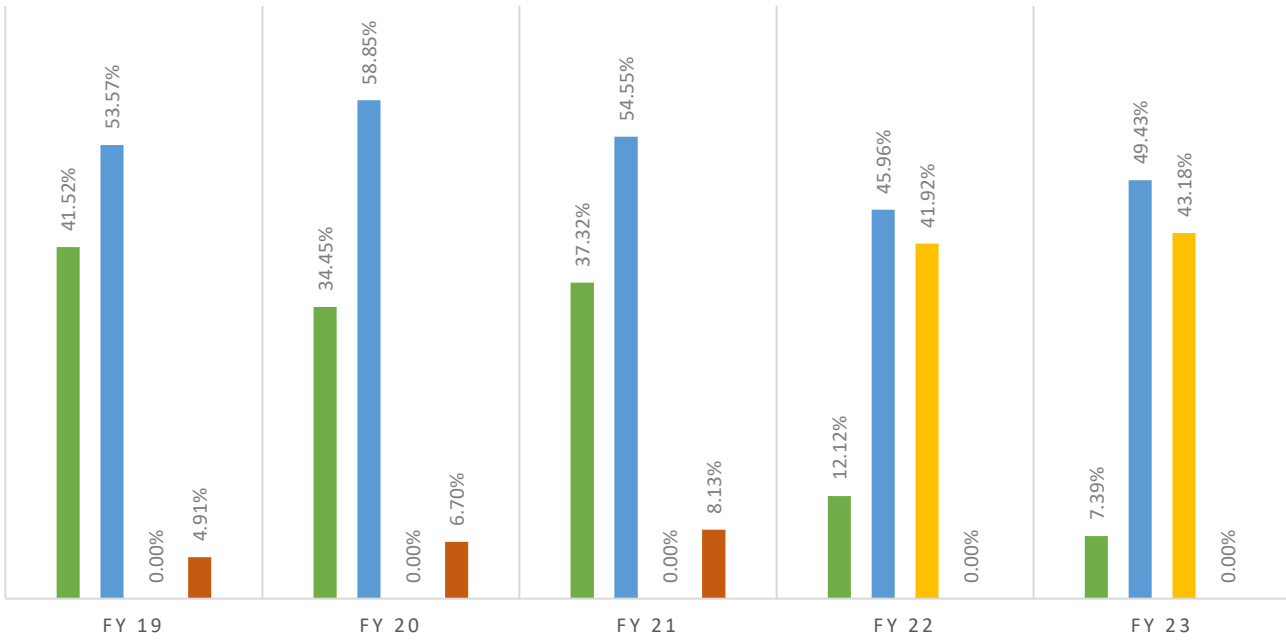
## ATV

CLERK TAX COLL ADMIN SUB CLERK



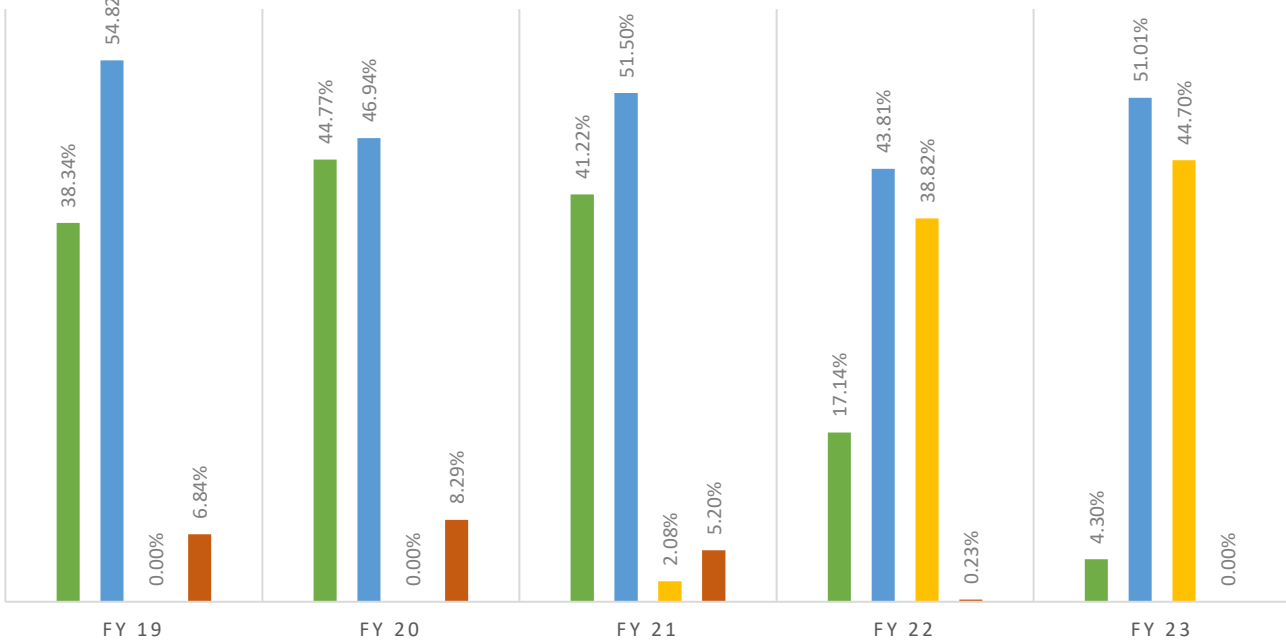
## SNOWMOBILE

CLERK TAX COLL ADMIN SUB CLERK



## DOGS

CLERK TAX COLL ADMIN SUB CLERK



**Expense Summary Report**

FUND: 1  
ALL Months

ITEM #6: (e.)

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>11 - TOWN HALL</b>	<b>337,913.00</b>	<b>100,755.00</b>	<b>438,668.00</b>	<b>137,396.90</b>	<b>0.00</b>	<b>301,271.10</b>
10 - SALARIES	337,913.00	100,755.00	438,668.00	137,396.90	0.00	301,271.10
101 - TOWN MGR	0.00	100,755.00	100,755.00	29,717.28	0.00	71,037.72
103 - TREASURER	62,534.00	0.00	62,534.00	21,646.35	0.00	40,887.65
105 - TAX COLLECT	55,751.00	0.00	55,751.00	17,797.31	0.00	37,953.69
106 - ADMIN CLERK	51,578.00	0.00	51,578.00	7,934.40	0.00	43,643.60
115 - ASSESSOR	75,750.00	0.00	75,750.00	26,221.14	0.00	49,528.86
141 - CEO	65,000.00	0.00	65,000.00	22,500.00	0.00	42,500.00
142 - CEO CLERK	27,300.00	0.00	27,300.00	8,226.75	0.00	19,073.25
143 - ELECTRICIAN	0.00	0.00	0.00	3,353.67	0.00	-3,353.67
<b>13 - ELECTIONS</b>	<b>14,818.00</b>	<b>0.00</b>	<b>14,818.00</b>	<b>937.38</b>	<b>0.00</b>	<b>13,880.62</b>
10 - SALARIES	14,818.00	0.00	14,818.00	937.38	0.00	13,880.62
182 - BALLOT CLERK	8,478.00	0.00	8,478.00	652.00	0.00	7,826.00
183 - TM MODERATOR	340.00	0.00	340.00	170.00	0.00	170.00
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>1,531.50</b>	<b>0.00</b>	<b>2,048.50</b>
10 - SALARIES	3,580.00	0.00	3,580.00	1,531.50	0.00	2,048.50
147 - PB	3,580.00	0.00	3,580.00	1,531.50	0.00	2,048.50
<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>990.00</b>	<b>0.00</b>	<b>2,970.00</b>
10 - SALARIES	3,960.00	0.00	3,960.00	990.00	0.00	2,970.00
127 - REC DIRECT	3,960.00	0.00	3,960.00	990.00	0.00	2,970.00
<b>31 - TRANSFER STA</b>	<b>124,121.00</b>	<b>0.00</b>	<b>124,121.00</b>	<b>37,832.80</b>	<b>0.00</b>	<b>86,288.20</b>
10 - SALARIES	124,121.00	0.00	124,121.00	37,832.80	0.00	86,288.20
131 - TRF STATION	123,121.00	0.00	123,121.00	37,832.80	0.00	85,288.20
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>13,122.00</b>	<b>0.00</b>	<b>24,783.00</b>
10 - SALARIES	37,905.00	0.00	37,905.00	13,122.00	0.00	24,783.00
151 - RD COMM	37,905.00	0.00	37,905.00	13,122.00	0.00	24,783.00
<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>2,581.65</b>	<b>0.00</b>	<b>4,876.35</b>
10 - SALARIES	7,458.00	0.00	7,458.00	2,581.65	0.00	4,876.35

# Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>101 - SALARIES CONT'D</b>						
175 - ACO	7,458.00	0.00	7,458.00	2,581.65	0.00	4,876.35
<b>99 - NOT SPECIFIC</b>	<b>53,343.00</b>	<b>0.00</b>	<b>53,343.00</b>	<b>2,438.31</b>	<b>0.00</b>	<b>50,904.69</b>
10 - SALARIES	33,970.00	0.00	33,970.00	2,438.31	0.00	31,531.69
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	1,165.81	0.00	6,334.19
199 - SELECT BOARD	26,015.00	0.00	26,015.00	1,272.50	0.00	24,742.50
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>266,347.00</b>	<b>0.00</b>	<b>266,347.00</b>	<b>70,366.37</b>	<b>75.00</b>	<b>195,980.63</b>
<b>11 - TOWN HALL</b>	<b>11,410.00</b>	<b>0.00</b>	<b>11,410.00</b>	<b>1,886.00</b>	<b>0.00</b>	<b>9,524.00</b>
20 - BENEFITS	11,410.00	0.00	11,410.00	1,886.00	0.00	9,524.00
280 - TRAINING	9,515.00	0.00	9,515.00	1,409.00	0.00	8,106.00
290 - MEMB & DUES	1,895.00	0.00	1,895.00	477.00	0.00	1,418.00
<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>68,320.37</b>	<b>0.00</b>	<b>185,996.63</b>
20 - BENEFITS	254,317.00	0.00	254,317.00	68,320.37	0.00	185,996.63
201 - FICA	51,199.00	0.00	51,199.00	15,374.11	0.00	35,824.89
210 - HEALTH	151,887.00	-250.00	151,637.00	39,974.45	0.00	111,662.55
211 - DENTAL	4,414.00	0.00	4,414.00	1,457.07	0.00	2,956.93
214 - LIFE NO MED	120.00	250.00	370.00	122.55	0.00	247.45
230 - 457B ER MATC	12,614.00	0.00	12,614.00	3,930.49	0.00	8,683.51
231 - MPERS ER	29,583.00	0.00	29,583.00	7,461.70	0.00	22,121.30
250 - PTO BUYOUT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
<b>107 - CITIZENS PT</b>	<b>0.00</b>	<b>60,217.00</b>	<b>60,217.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,217.00</b>
<b>13 - ELECTIONS</b>	<b>0.00</b>	<b>60,217.00</b>	<b>60,217.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,217.00</b>
10 - SALARIES	0.00	26,832.00	26,832.00	0.00	0.00	26,832.00
181 - TOWN CLERK	0.00	26,832.00	26,832.00	0.00	0.00	26,832.00
20 - BENEFITS	0.00	33,385.00	33,385.00	0.00	0.00	33,385.00
201 - FICA	0.00	2,052.65	2,052.65	0.00	0.00	2,052.65
210 - HEALTH	0.00	28,097.39	28,097.39	0.00	0.00	28,097.39

# Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
11 - TOWN HALL	132,615.00	0.00	132,615.00	60,531.82	18,147.05	53,936.13
32 - CTRCT SVS EQ	64,008.00	0.00	64,008.00	38,475.96	16,030.00	9,502.04
310 - PROF SVS	64,008.00	0.00	64,008.00	38,475.96	16,030.00	9,502.04
39 - CONT SVS OTH	13,831.00	0.00	13,831.00	5,044.46	750.00	8,036.54
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	3,173.46	750.00	836.54
50 - UTILITIES	10,464.00	0.00	10,464.00	3,279.01	0.00	7,184.99
580 - COMM	10,464.00	0.00	10,464.00	3,279.01	0.00	7,184.99
60 - SUPPLIES	18,431.00	0.00	18,431.00	4,774.11	0.00	13,656.89
610 - SUPPLIES	10,211.00	0.00	10,211.00	3,371.97	0.00	6,839.03
650 - POSTAGE	8,220.00	0.00	8,220.00	1,402.14	0.00	6,817.86
80 - ADVER, PRINT	18,515.00	0.00	18,515.00	3,752.43	1,367.05	13,395.52
810 - ADVERTISE	4,500.00	0.00	4,500.00	292.50	470.97	3,736.53
830 - FORMS	8,910.00	0.00	8,910.00	562.12	896.08	7,451.80
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	5,205.85	0.00	2,160.15
910 - MILEAGE/TRAV	7,366.00	0.00	7,366.00	5,205.85	0.00	2,160.15
19 - COMMITTEES	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
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
115 - ELECTIONS	13,561.00	0.00	13,561.00	54.47	1,020.00	12,486.53
13 - ELECTIONS	13,561.00	0.00	13,561.00	54.47	1,020.00	12,486.53
39 - CONT SVS OTH	9,339.00	0.00	9,339.00	0.00	1,020.00	8,319.00
399 - OTHER	9,339.00	0.00	9,339.00	0.00	1,020.00	8,319.00
60 - SUPPLIES	2,828.00	0.00	2,828.00	54.47	0.00	2,773.53
610 - SUPPLIES	1,126.00	0.00	1,126.00	54.47	0.00	1,071.53
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

### Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>115 - ELECTIONS CONT'D</b>						
910 - MILEAGE/TRAV	414.00	0.00	414.00	0.00	0.00	414.00
<b>120 - GEN ADMIN IN</b>						
99 - NOT SPECIFIC	43,978.00	0.00	43,978.00	21,856.00	0.00	22,122.00
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>						
11 - TOWN HALL	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
90 - OTHER	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
999 - MISC	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<b>125 - ACC</b>						
72 - ACO	8,457.00	0.00	8,457.00	6,878.07	0.00	1,578.93
39 - CONT SVS OTH	8,457.00	0.00	8,457.00	6,878.07	0.00	1,578.93
381 - ACO	6,957.00	0.00	6,957.00	6,539.34	0.00	417.66
90 - OTHER	1,500.00	0.00	1,500.00	338.73	0.00	1,161.27
910 - MILEAGE/TRAV	1,500.00	0.00	1,500.00	338.73	0.00	1,161.27
<b>128 - HHS G/A</b>						
71 - GA	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
39 - CONT SVS OTH	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SVS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<b>129 - HHS SOCIAL S</b>						
75 - SOCIAL SERV	1,131.00	0.00	1,131.00	1,131.00	0.00	0.00
91 - OTHER SOC SV	1,131.00	0.00	1,131.00	1,131.00	0.00	0.00
999 - OTHER	1,131.00	0.00	1,131.00	1,131.00	0.00	0.00
<b>131 - ROADS</b>						
51 - ROADS	814,350.00	0.00	814,350.00	20,733.47	3,400.00	790,216.53
33 - CONT PROF	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SERV	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
40 - REPAIRS & MA	813,350.00	0.00	813,350.00	20,733.47	3,400.00	789,216.53



# Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>131 - ROADS CONT'D</b>						
481 - RDS/CONSTRUC	199,000.00	0.00	199,000.00	0.00	0.00	199,000.00
482 - RDS/RESURFA	475,000.00	0.00	475,000.00	0.00	3,400.00	471,600.00
483 - RDS/REPAIRS	139,350.00	0.00	139,350.00	20,733.47	0.00	118,616.53
<b>141 - BGG CARE &amp; M</b>	<b>117,000.00</b>	<b>0.00</b>	<b>117,000.00</b>	<b>3,828.50</b>	<b>0.00</b>	<b>17,901.50</b>
<b>11 - TOWN HALL</b>	<b>13,360.00</b>	<b>0.00</b>	<b>13,360.00</b>	<b>3,828.50</b>	<b>0.00</b>	<b>9,531.50</b>
31 - CTRCT SVS BL	9,660.00	0.00	9,660.00	3,753.00	0.00	5,907.00
310 - PROF SVS	9,660.00	0.00	9,660.00	3,753.00	0.00	5,907.00
40 - REPAIRS & MA	3,700.00	0.00	3,700.00	75.50	0.00	3,624.50
410 - BLDGS & GROU	3,700.00	0.00	3,700.00	75.50	0.00	3,624.50
<b>21 - RECREATION</b>	<b>2,800.00</b>	<b>0.00</b>	<b>2,800.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,800.00</b>
31 - CTRCT SVS BL	950.00	0.00	950.00	0.00	0.00	950.00
310 - PROF SVS	950.00	0.00	950.00	0.00	0.00	950.00
40 - REPAIRS & MA	1,850.00	0.00	1,850.00	0.00	0.00	1,850.00
410 - BLDGS & GROU	1,850.00	0.00	1,850.00	0.00	0.00	1,850.00
<b>22 - BUNGANUT</b>	<b>1,360.00</b>	<b>0.00</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	0.00	660.00	0.00	0.00	660.00
310 - PROF SVS	660.00	0.00	660.00	0.00	0.00	660.00
40 - REPAIRS & MA	700.00	0.00	700.00	0.00	0.00	700.00
410 - BLDGS & GROU	700.00	0.00	700.00	0.00	0.00	700.00
<b>23 - KBP</b>	<b>440.00</b>	<b>0.00</b>	<b>440.00</b>	<b>0.00</b>	<b>0.00</b>	<b>440.00</b>
31 - CTRCT SVS BL	440.00	0.00	440.00	0.00	0.00	440.00
310 - PROF SVS	440.00	0.00	440.00	0.00	0.00	440.00
<b>31 - TRANSFER STA</b>	<b>3,770.00</b>	<b>0.00</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	0.00	2,620.00	0.00	0.00	2,620.00
310 - PROF SVS	2,620.00	0.00	2,620.00	0.00	0.00	2,620.00
40 - REPAIRS & MA	1,150.00	0.00	1,150.00	0.00	0.00	1,150.00
410 - BLDGS & GROU	1,150.00	0.00	1,150.00	0.00	0.00	1,150.00
<b>142 - BGG MOWING</b>	<b>61,642.00</b>	<b>0.00</b>	<b>61,642.00</b>	<b>38,900.45</b>	<b>0.00</b>	<b>23,341.55</b>
<b>51 - ROADS</b>	<b>11,500.00</b>	<b>0.00</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	0.00	11,500.00	11,400.00	0.00	100.00
370 - MOWING	11,500.00	0.00	11,500.00	11,400.00	0.00	100.00
<b>90 - MISC</b>	<b>50,142.00</b>	<b>0.00</b>	<b>50,142.00</b>	<b>26,900.45</b>	<b>0.00</b>	<b>23,241.55</b>
31 - CTRCT SVS BL	50,142.00	0.00	50,142.00	26,900.45	0.00	23,241.55

# Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
142 - BSG MOWING CONT'D						
370 - MOWING	50,142.00	0.00	50,142.00	26,900.45	0.00	23,241.55
<b>143 - BSG PLOWING</b>	<b>651,940.00</b>	<b>0.00</b>	<b>651,940.00</b>	<b>703,773.33</b>	<b>247,500.00</b>	<b>701,166.67</b>
<b>11 - TOWN HALL</b>	<b>4,640.00</b>	<b>0.00</b>	<b>4,640.00</b>	<b>773.33</b>	<b>0.00</b>	<b>3,866.67</b>
31 - CTRCT SVS BL	4,640.00	0.00	4,640.00	773.33	0.00	3,866.67
360 - PLOW & SAND	4,640.00	0.00	4,640.00	773.33	0.00	3,866.67
<b>22 - BUNGANUT</b>	<b>700.00</b>	<b>0.00</b>	<b>700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>700.00</b>
31 - CTRCT SVS BL	700.00	0.00	700.00	0.00	0.00	700.00
360 - PLOW & SAND	700.00	0.00	700.00	0.00	0.00	700.00
<b>23 - KBP</b>	<b>1,200.00</b>	<b>0.00</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	0.00	1,200.00	0.00	0.00	1,200.00
360 - PLOW & SAND	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
<b>31 - TRANSFER STA</b>	<b>3,000.00</b>	<b>0.00</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	0.00	3,000.00	0.00	0.00	3,000.00
360 - PLOW & SAND	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<b>51 - ROADS</b>	<b>642,400.00</b>	<b>0.00</b>	<b>642,400.00</b>	<b>202,500.00</b>	<b>247,500.00</b>	<b>192,400.00</b>
31 - CTRCT SVS BL	642,400.00	0.00	642,400.00	202,500.00	247,500.00	192,400.00
360 - PLOW & SAND	642,400.00	0.00	642,400.00	202,500.00	247,500.00	192,400.00
<b>145 - BSG WASTE SV</b>	<b>16,715.00</b>	<b>0.00</b>	<b>16,715.00</b>	<b>727.05</b>	<b>0.00</b>	<b>9,437.95</b>
<b>11 - TOWN HALL</b>	<b>1,820.00</b>	<b>0.00</b>	<b>1,820.00</b>	<b>165.00</b>	<b>0.00</b>	<b>1,655.00</b>
31 - CTRCT SVS BL	1,820.00	0.00	1,820.00	165.00	0.00	1,655.00
330 - WASTE SVS	1,820.00	0.00	1,820.00	165.00	0.00	1,655.00
<b>21 - RECREATION</b>	<b>3,520.00</b>	<b>0.00</b>	<b>3,520.00</b>	<b>1,075.00</b>	<b>0.00</b>	<b>2,445.00</b>
31 - CTRCT SVS BL	1,300.00	0.00	1,300.00	335.00	0.00	965.00
330 - WASTE SVS	1,300.00	0.00	1,300.00	335.00	0.00	965.00
35 - CTRCT SVS WA	2,220.00	0.00	2,220.00	740.00	0.00	1,480.00
331 - PROF PORTA P	2,220.00	0.00	2,220.00	740.00	0.00	1,480.00
<b>22 - BUNGANUT</b>	<b>6,315.00</b>	<b>0.00</b>	<b>6,315.00</b>	<b>4,904.55</b>	<b>0.00</b>	<b>1,410.45</b>
31 - CTRCT SVS BL	2,940.00	1,000.00	3,940.00	3,822.05	0.00	117.95
330 - WASTE SVS	2,940.00	1,000.00	3,940.00	3,822.05	0.00	117.95
35 - CTRCT SVS WA	3,375.00	-1,000.00	2,375.00	1,082.50	0.00	1,292.50
331 - PROF PORTA P	3,375.00	-1,000.00	2,375.00	1,082.50	0.00	1,292.50
<b>23 - KBP</b>	<b>3,520.00</b>	<b>0.00</b>	<b>3,520.00</b>	<b>927.50</b>	<b>0.00</b>	<b>2,592.50</b>
31 - CTRCT SVS BL	1,300.00	0.00	1,300.00	475.00	0.00	825.00
330 - WASTE SVS	1,300.00	0.00	1,300.00	475.00	0.00	825.00

### Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>445 - B&amp;G WASTE SVS CONT'D</b>						
35 - CTRCT SVS WA	2,220.00	0.00	2,220.00	452.50	0.00	1,767.50
331 - PROF PORTA P	2,220.00	0.00	2,220.00	452.50	0.00	1,767.50
<b>51 - ROADS</b>	<b>1,540.00</b>	<b>0.00</b>	<b>1,540.00</b>	<b>205.00</b>	<b>0.00</b>	<b>1,335.00</b>
31 - CTRCT SVS BL	1,200.00	0.00	1,200.00	205.00	0.00	995.00
330 - WASTE SVS	1,200.00	0.00	1,200.00	205.00	0.00	995.00
35 - CTRCT SVS WA	340.00	0.00	340.00	0.00	0.00	340.00
331 - PROF PORTA P	340.00	0.00	340.00	0.00	0.00	340.00
<b>447 - B&amp;G ENERGY</b>	<b>36,984.00</b>	<b>0.00</b>	<b>36,984.00</b>	<b>16,577.72</b>	<b>0.00</b>	<b>20,406.28</b>
<b>11 - TOWN HALL</b>	<b>12,484.00</b>	<b>0.00</b>	<b>12,484.00</b>	<b>1,918.57</b>	<b>0.00</b>	<b>10,565.43</b>
50 - UTILITIES	12,484.00	0.00	12,484.00	1,918.57	0.00	10,565.43
510 - PROPANE	3,984.00	0.00	3,984.00	0.00	0.00	3,984.00
560 - ELECTRICITY	8,500.00	0.00	8,500.00	1,918.57	0.00	6,581.43
<b>21 - RECREATION</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>86.55</b>	<b>0.00</b>	<b>413.45</b>
50 - UTILITIES	500.00	0.00	500.00	86.55	0.00	413.45
560 - ELECTRICITY	500.00	0.00	500.00	86.55	0.00	413.45
<b>22 - BUNGANUT</b>	<b>4,500.00</b>	<b>0.00</b>	<b>4,500.00</b>	<b>649.21</b>	<b>0.00</b>	<b>3,850.79</b>
50 - UTILITIES	4,500.00	0.00	4,500.00	649.21	0.00	3,850.79
560 - ELECTRICITY	4,500.00	0.00	4,500.00	649.21	0.00	3,850.79
<b>23 - KBP</b>	<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>141.84</b>	<b>0.00</b>	<b>1,858.16</b>
50 - UTILITIES	2,000.00	0.00	2,000.00	141.84	0.00	1,858.16
560 - ELECTRICITY	2,000.00	0.00	2,000.00	141.84	0.00	1,858.16
<b>31 - TRANSFER STA</b>	<b>9,000.00</b>	<b>0.00</b>	<b>9,000.00</b>	<b>770.65</b>	<b>0.00</b>	<b>8,229.35</b>
50 - UTILITIES	9,000.00	0.00	9,000.00	770.65	0.00	8,229.35
560 - ELECTRICITY	9,000.00	0.00	9,000.00	770.65	0.00	8,229.35
<b>51 - ROADS</b>	<b>8,500.00</b>	<b>0.00</b>	<b>8,500.00</b>	<b>1,070.90</b>	<b>0.00</b>	<b>7,429.10</b>
50 - UTILITIES	8,500.00	0.00	8,500.00	1,070.90	0.00	7,429.10
560 - ELECTRICITY	8,500.00	0.00	8,500.00	1,070.90	0.00	7,429.10
<b>448 - B&amp;G SIGNS</b>	<b>6,500.00</b>	<b>0.00</b>	<b>6,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,500.00</b>
<b>21 - RECREATION</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
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
<b>22 - BUNGANUT</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
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

# Expense Summary Report

FUND: 1  
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>148 - SIGNS CONT'D</b>						
<b>31 - TRANSFER STA</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>124.11</b>	<b>0.00</b>	<b>375.89</b>
60 - SUPPLIES	500.00	0.00	500.00	124.11	0.00	375.89
670 - SIGNS	500.00	0.00	500.00	124.11	0.00	375.89
<b>51 - ROADS</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>1,438.36</b>	<b>0.00</b>	<b>3,561.64</b>
60 - SUPPLIES	5,000.00	0.00	5,000.00	1,438.36	0.00	3,561.64
670 - SIGNS	5,000.00	0.00	5,000.00	1,438.36	0.00	3,561.64
<b>150 - TRESTATION</b>	<b>335,340.00</b>	<b>0.00</b>	<b>335,340.00</b>	<b>65,066.98</b>	<b>450.00</b>	<b>269,823.02</b>
<b>31 - TRANSFER STA</b>	<b>335,340.00</b>	<b>0.00</b>	<b>335,340.00</b>	<b>65,066.98</b>	<b>450.00</b>	<b>269,823.02</b>
35 - CTRCT SVS WA	310,380.00	0.00	310,380.00	62,850.47	0.00	247,529.53
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	600.00	0.00	1,800.00
350 - PROF SVS TIP	166,250.00	0.00	166,250.00	37,873.87	0.00	128,376.13
351 - PROF SVS TW	43,750.00	0.00	43,750.00	8,066.95	0.00	35,683.05
352 - PROF SVS REC	10,650.00	0.00	10,650.00	2,158.65	0.00	8,491.35
355 - PROF SVS HAU	33,125.00	0.00	33,125.00	5,925.00	0.00	27,200.00
356 - PROF SVS HW	27,125.00	0.00	27,125.00	4,200.00	0.00	22,925.00
357 - PROF SVS HR	11,100.00	0.00	11,100.00	1,575.00	0.00	9,525.00
358 - PROF SVS HWO	2,500.00	0.00	2,500.00	836.50	0.00	1,663.50
359 - PROF SVS MET	10,500.00	0.00	10,500.00	1,050.00	0.00	9,450.00
40 - REPAIRS & MA	13,330.00	0.00	13,330.00	334.34	450.00	12,545.66
450 - EQUIPMENT	13,330.00	0.00	13,330.00	334.34	450.00	12,545.66
50 - UTILITIES	6,880.00	0.00	6,880.00	539.34	0.00	6,340.66
570 - FUEL	2,880.00	0.00	2,880.00	0.00	0.00	2,880.00
580 - COMM	4,000.00	0.00	4,000.00	539.34	0.00	3,460.66
60 - SUPPLIES	3,750.00	0.00	3,750.00	1,342.83	0.00	2,407.17
610 - SUPPLIES	750.00	0.00	750.00	87.96	0.00	662.04
690 - PPG	3,000.00	0.00	3,000.00	1,254.87	0.00	1,745.13
90 - OTHER	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
920 - STATE FEES	500.00	0.00	500.00	0.00	0.00	500.00
930 - HEALTH & WEL	500.00	0.00	500.00	0.00	0.00	500.00
<b>161 - PARKS &amp; REC</b>	<b>8,360.00</b>	<b>0.00</b>	<b>8,360.00</b>	<b>2,701.11</b>	<b>0.00</b>	<b>5,658.89</b>
<b>21 - RECREATION</b>	<b>8,360.00</b>	<b>0.00</b>	<b>8,360.00</b>	<b>2,701.11</b>	<b>0.00</b>	<b>5,658.89</b>
40 - REPAIRS & MA	950.00	0.00	950.00	0.00	0.00	950.00
450 - EQUIPMENT	950.00	0.00	950.00	0.00	0.00	950.00
50 - UTILITIES	100.00	0.00	100.00	0.00	0.00	100.00

### Expense Summary Report

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ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>161 - PARKS &amp; REC CONTR</b>						
570 - FUEL	100.00	0.00	100.00	0.00	0.00	100.00
80 - ADVER, PRINT	200.00	0.00	200.00	0.00	0.00	200.00
810 - ADVERTISE	200.00	0.00	200.00	0.00	0.00	200.00
90 - OTHER	7,110.00	0.00	7,110.00	2,701.11	0.00	4,408.89
940 - REC PROGRAMS	6,860.00	0.00	6,860.00	2,701.11	0.00	4,158.89
999 - MISC	250.00	0.00	250.00	0.00	0.00	250.00
<b>22 - BUNGANUT</b>	<b>600.00</b>	<b>0.00</b>	<b>600.00</b>	<b>323.00</b>	<b>0.00</b>	<b>277.00</b>
50 - UTILITIES	600.00	0.00	600.00	323.00	0.00	277.00
580 - COMM	600.00	0.00	600.00	323.00	0.00	277.00
<b>171 - RES EQUIP</b>						
	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
<b>99 - NOT SPECIFIC</b>	<b>10,000.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
<b>173 - RES BLDG</b>						
	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
<b>99 - NOT SPECIFIC</b>	<b>10,000.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
<b>174 - RES - SO WAT</b>						
	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00
<b>99 - NOT SPEC</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>
95 - RESERVES	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00
970 - TOWN RESERVE	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00
<b>175 - RES CON SVC</b>						
	18,674.00	0.00	18,674.00	18,674.00	0.00	0.00
<b>99 - NOT SPECIFIC</b>	<b>18,674.00</b>	<b>0.00</b>	<b>18,674.00</b>	<b>18,674.00</b>	<b>0.00</b>	<b>0.00</b>
95 - RESERVES	18,674.00	0.00	18,674.00	18,674.00	0.00	0.00
970 - TOWN RESERVE	18,674.00	0.00	18,674.00	18,674.00	0.00	0.00
<b>177 - RES MISC</b>						
	32,715.00	0.00	32,715.00	32,715.00	0.00	0.00
<b>99 - NOT SPECIFIC</b>	<b>32,715.00</b>	<b>0.00</b>	<b>32,715.00</b>	<b>32,715.00</b>	<b>0.00</b>	<b>0.00</b>
95 - RESERVES	32,715.00	0.00	32,715.00	32,715.00	0.00	0.00
970 - TOWN RESERVE	32,715.00	0.00	32,715.00	32,715.00	0.00	0.00
<b>179 - RESERVES GMF</b>						
	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00

### Expense Summary Report

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ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
<b>91 - GMFR</b>	<b>90,000.00</b>	<b>0.00</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>0.00</b>	<b>0.00</b>
95 - RESERVES	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
978 - GMFR RESERVE	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
<b>11 - TOWN HALL</b>	<b>144,200.00</b>	<b>0.00</b>	<b>144,200.00</b>	<b>36,206.41</b>	<b>0.00</b>	<b>107,993.59</b>
33 - CONT PROF	94,200.00	0.00	94,200.00	36,206.41	0.00	57,993.59
310 - PROF SERV	54,500.00	0.00	54,500.00	28,800.00	0.00	25,700.00
320 - PROF SERV LE	34,200.00	0.00	34,200.00	1,906.41	0.00	32,293.59
323 - PROF SERV AU	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
37 - CONT OUT	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
399 - CONT SVS OTH	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
<b>15 - CEMETERIES</b>	<b>8,500.00</b>	<b>45,150.00</b>	<b>53,650.00</b>	<b>22,078.97</b>	<b>10,900.00</b>	<b>20,671.03</b>
37 - CONT OUT	8,500.00	45,150.00	53,650.00	22,078.97	10,900.00	20,671.03
399 - CONT SVS OTH	8,500.00	45,150.00	53,650.00	22,078.97	10,900.00	20,671.03
<b>17 - PLANNING</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>
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
<b>22 - BUNGANUT</b>	<b>41,000.00</b>	<b>0.00</b>	<b>41,000.00</b>	<b>41,000.00</b>	<b>0.00</b>	<b>0.00</b>
37 - CONT OUT	41,000.00	0.00	41,000.00	41,000.00	0.00	0.00
399 - CONT SVS OTH	41,000.00	0.00	41,000.00	41,000.00	0.00	0.00
<b>95 - LIBRARY</b>	<b>141,270.00</b>	<b>0.00</b>	<b>141,270.00</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	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
<b>99 - NOT SPEC</b>	<b>49,119.00</b>	<b>0.00</b>	<b>49,119.00</b>	<b>45,725.00</b>	<b>0.00</b>	<b>3,394.00</b>
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
<b>91 - GMFR</b>	<b>630,191.00</b>	<b>0.00</b>	<b>630,191.00</b>	<b>262,579.60</b>	<b>367,611.44</b>	<b>-0.04</b>
37 - CONT OUT	630,191.00	0.00	630,191.00	262,579.60	367,611.44	-0.04
391 - GMFR PERSONN	435,968.00	0.00	435,968.00	181,653.35	254,314.69	-0.04

# Expense Summary Report

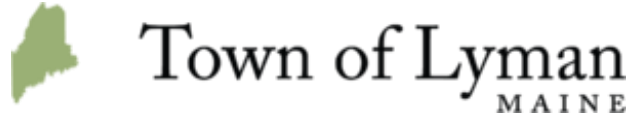
FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
392 - GMFR CONTRAC	194,223.00	0.00	194,223.00	80,926.25	113,296.75	0.00
<b>11 - TOWN HALL</b>	<b>30,535.00</b>	<b>0.00</b>	<b>30,535.00</b>	<b>4,336.86</b>	<b>2,323.05</b>	<b>23,875.09</b>
70 - EQUIPMENT	30,535.00	0.00	30,535.00	4,336.86	2,323.05	23,875.09
710 - COMP EQUIP	23,530.00	0.00	23,530.00	263.75	2,323.05	20,943.20
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	2,478.11	0.00	2,931.89
<b>21 - RECREATION</b>	<b>900.00</b>	<b>0.00</b>	<b>900.00</b>	<b>600.00</b>	<b>0.00</b>	<b>300.00</b>
70 - EQUIPMENT	900.00	0.00	900.00	600.00	0.00	300.00
790 - OTHER EQUIP	900.00	0.00	900.00	600.00	0.00	300.00
<b>22 - BUNGANUT</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>1,969.69</b>	<b>0.00</b>	<b>3,030.31</b>
90 - OTHER	5,000.00	0.00	5,000.00	1,969.69	0.00	3,030.31
999 - MISC	5,000.00	0.00	5,000.00	1,969.69	0.00	3,030.31
<b>31 - TRANSFER STA</b>	<b>7,900.00</b>	<b>0.00</b>	<b>7,900.00</b>	<b>685.00</b>	<b>2,050.00</b>	<b>5,165.00</b>
70 - EQUIPMENT	7,900.00	0.00	7,900.00	685.00	2,050.00	5,165.00
790 - OTHER EQUIP	7,900.00	0.00	7,900.00	685.00	2,050.00	5,165.00
<b>92 - RSU # 57</b>	<b>5,597,245.00</b>	<b>0.00</b>	<b>5,597,245.00</b>	<b>2,332,185.30</b>	<b>3,265,059.36</b>	<b>0.34</b>
90 - OTHER	5,597,245.00	0.00	5,597,245.00	2,332,185.30	3,265,059.36	0.34
999 - MISC	5,597,245.00	0.00	5,597,245.00	2,332,185.30	3,265,059.36	0.34
<b>97 - COUNTY</b>	<b>332,963.00</b>	<b>2,221.00</b>	<b>335,184.00</b>	<b>335,183.84</b>	<b>0.00</b>	<b>0.16</b>
90 - OTHER	332,963.00	2,221.00	335,184.00	335,183.84	0.00	0.16
999 - MISC	332,963.00	2,221.00	335,184.00	335,183.84	0.00	0.16
<b>99 - NOT SPECIFIE</b>	<b>0.00</b>	<b>15,390.44</b>	<b>15,390.44</b>	<b>5,167.32</b>	<b>0.00</b>	<b>10,223.12</b>
90 - OTHER	0.00	15,390.44	15,390.44	5,167.32	0.00	10,223.12
999 - MISC	0.00	15,390.44	15,390.44	5,167.32	0.00	10,223.12

**Final Totals** 10,214,827.00 223,733.44 10,438,560.44 5,145,729.34 3,918,535.90 2,374,295.20

## ITEM #6: (f.) Town Manager Report



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# Town Manager's Progress Report

November 2<sup>nd</sup>, 2023

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

### **Grant Proposals**

In October we've been awarded funding through the Risk Reduction Enhancement Grant Program which allows reimbursement up to \$2,880 in efforts to improve workplace safety at the Transfer Station by adding installation of networking video recording devices. Initially this funding will allow for the installation of one surveillance camera with the ability to add additional cameras as necessary. Currently I am working with IT in conducting a reconnaissance of the property to develop a plan that includes the initial set up, as well as reservations for future addons.

### **Buildings and Grounds Updates**

Assessment for Town Hall Expansion and updates is ongoing. Custom Concepts headed off initial research to identify all potential avenues and determine best and practical options. The classification of the wet areas and stream behind the building are likely to endure more challenging and time-consuming measures, while other options such as building out to the side or upwards may be more efficiently executed. More research continues to confirm the existing specifications of the building to help identify potential ideas.

Other projects underway include the Bunganut Park concession stand which will be undergoing construction to remove and replace the existing stairs. Work is anticipated to begin within the next one to two weeks and should move along smoothly. Additional cameras have also been installed in the vault for added security.



## **ARPA Funded Projects**

The Transfer Station reconstruction project is now completed. A new slab was put in for an existing compactor helping to repair uneven surfaces and secure the compactor in place. Other loading areas had concrete and steel fabrication replaced to fortify the ground surface making a safer drop off zone for residents. Barrier walls have been replaced behind the buildings and around the other canisters and the canopies covering the canisters have been rebuilt. Overall, the work has made some significant improvements to the Transfer Station

Kennebunk Pond Beach improvements are underway. The contractors for the landscape improvement and the gate system will be working together to coordinate some of the work necessary for the gate. The project in whole will be completed in phases and full completion is anticipated to come late Spring to Summer next year. The Kennebunk Pond Beach Committee is also currently reviewing options for installing cameras in the Parking area.

## **Elections**

State Referendum Election for November 7, 2023 will be located at the Lyman Elementary school. Polls will be open from 8:00am to 8:00pm. Information about referenda can be found on the Towns Webpage under the Elections & Town Meetings subpage.

New election laws will take effect in February of 2024 allowing voters at least 65 years of age or who self-identify as having a disability to apply for status as an ongoing absentee voter; to which each qualified applicant will automatically receive an absentee ballot for all state and municipal elections where they would be eligible to vote in. Initially this law was scheduled to go in effect in November, however the State had recently opted to push back the date to February, after the November Election. While this change is new to all municipalities, I feel confident having implemented cross training will help prepare for these upcoming changes and am excited for residents to take advantage of a new program. As more information comes out regarding the process for applying, I will be adding relevant info and links to the website.

# ITEM #7: (b.) MDOT Letter

**From:** [Town Manager](#)  
**To:** [Ralph Blackington](#); [Thomas Hatch](#); [Jessica Picard](#); [Amber Swett](#); [Victoria Gavel](#)  
**Cc:** [Treasurer](#); [Road Commissioner](#)  
**Subject:** MDOT Project on 202  
**Date:** Wednesday, November 1, 2023 3:43:00 PM  
**Attachments:** [MDOT Route 202 Highway Reconstruction.pdf](#)  
[image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Hello,

This will be in your agenda packet next week. I contacted MDOT to get some more information about the project.

MDOT is requesting approval from the board to carry loads on local roadways if it becomes necessary for a reconstruction project on Route 202.

The project spans across a few different Towns, one of which being Lyman. The project will entail excavation for drainage and road base, placing gravel, and paving. They anticipate starting this year to clear the area then by Spring to start the bulk of the work and throughout the Summer.

The state is opening bids for construction on November 15<sup>th</sup>. Once they choose a contractor, they will be able to better determine what routes they will use to transport materials depending on where the contractor will be sourcing the materials.

Signing the agreement allows them to travel on local roads with heavy loads. At this point it's difficult to determine if a bond would be necessary because they haven't chosen a contractor and won't know where the contractor will be sourcing material. The contractor may not need to travel on local roads. We can also contact them after they open bids and find out more information. If after signing the agreement, the Town can still request a bond or a heavy load permit. They put sample documents in the packet they sent.

If the board chooses not to sign the agreement, then the contractor will only be allowed to transport loads for construction on state roads only.

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

 207-247-0642

 207-499-7562

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

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



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

Lindsay Gagne, Town Clerk  
Re: Town of Lyman  
11 South Waterboro Road  
Lyman, ME 04002

10/17/2023

**Subject:** Highway Reconstruction  
**Project No.:** 022641.00  
**Location:** Lyman  
**Roadway:** Route 202

Dear Ms. Gagne:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, **which requires signature by the municipal officers**, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "*the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers.*" In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,

George M.A. Macdougall, P.E.  
Contracts & Specifications Engineer  
Bureau of Project Development

624-3353  
george.macdougall  
@maine-gov

624-3580

*Please return this AGREEMENT, when completed, to:*

Maine Department of Transportation  
ATTN.: George Macdougall, Contracts & Specifications Engineer  
#16 State House Station, Child Street  
Augusta, Maine 04333-0016

**Project No.:** 022641.00  
**Location:** Lyman

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the Town of Lyman agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

**TOWN OF LYMAN**  
By the Municipal Officials

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**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

**Construction Areas** located in the Towns of **Lyman, Hollis, Buxton & Gorham** have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

*The sections of highway under construction in York and Cumberland Counties:*

**Project 022641.00** is located on Route 202

*In York County, Section 1 is located in Lyman, approx. 0.13 miles north of the Route 5 intersection extending north 2.16 miles into Hollis.*

*Section 2 is located in Buxton, approx. 0.16 miles north of the Main St. (Route 4A) intersection extending north 0.2 miles.*

*In Cumberland County, Section 3 is located in Gorham, approx. 0.62 miles north of the Osborne Road intersection extending north 0.56 miles.*

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

*A. Must be procured from the municipal officers for a construction area within that municipality;*

*B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*

*(1) Withholding by the agency contracting the work of final payment under contract; or*

*(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

*The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;*

*C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*

*D. For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the Towns of Lyman, Hollis, Buxton & Gorham agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area.”

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

## GENERAL GUIDANCE

### CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

**However, in this case we're dealing with *Construction Permits*** involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit "*for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation*". According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

**By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.**

#### **Frequently Asked Questions:**

**A. Why sign the document in advance of the actual construction contract?**

**Response:** There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

**B. Different roads may require different levels of scrutiny. How is a posted road handled?**

**Response:** Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer ) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required ) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.



**SPECIAL PROVISION 105**  
**OVERLIMIT PERMITS**

**Title 29-A § 2382 MRSA Overlimit Movement Permits.**

**1. Overlimit movement permits issued by State.** The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

**2. Permit fee.** The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

**3. County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

**4. Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

**5. Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

**6. Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

**7. Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

**8. Gross vehicle weight permits.** The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

**9. Pilot vehicles.** The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

**9-A. Police escort.** A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

**10. Taxes paid.** A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

**11. Violation.** A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

**MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION**

MUNICIPALITY: \_\_\_\_\_

Phone: 207-\_\_\_\_\_ ; fax: 207-\_\_\_\_\_

**APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS**

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF \_\_\_\_\_ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

-----  
Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

**MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION**

MUNICIPALITY: \_\_\_\_\_

Phone: 207- \_\_\_\_\_ ; fax: 207- \_\_\_\_\_

**APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS**

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF \_\_\_\_\_ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

-----  
Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

BOND # \_\_\_\_\_

Date:

**MUNICIPAL CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) \_\_\_\_\_  
 \_\_\_\_\_ and the Municipality of \_\_\_\_\_, as  
 principal, and.....  
 , a corporation duly organized under the laws of the State of ..... and having a  
 usual place of business .....  
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of  
 \_\_\_\_\_ in the sum of  
 \_\_\_\_\_ and 00/100 Dollars (\$) )  
 to be paid said Treasurer of the Municipality of \_\_\_\_\_ or  
 her/his successors in office, for which payment well and truly to be made, Principal and  
 Surety bind themselves, their heirs, executors and administrators, successors and assigns,  
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
 the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
 \_\_\_\_\_ promptly and faithfully performs the Contract,  
 without damage to the municipal ways, other than normal wear and tear; then this  
 obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way  
 beyond normal wear and tear, in the construction of the above project through the use of  
 legal weight, legal dimension trucks or equipment; or overweight or over-dimension  
 equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond  
 may be used to guarantee that the contractor either repairs or pays for the damage caused  
 by the use of its equipment or trucks. The degree of damage beyond normal wear and  
 tear will be determined by municipal officials with the assistance of the Maine  
 Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this ..... day of ....., 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....  
Print Name Legibly .....  
.....

.....  
Print Name Legibly .....  
.....

WITNESS:

SIGNATURES SURETY:

Signature.....  
Print Name Legibly .....

Signature.....  
Print Name Legibly .....

NAME OF LOCAL AGENCY: .....  
ADDRESS .....  
TELEPHONE .....

NAME OF SURETY  
SURETY ADDRESS:.....

BOND # \_\_\_\_\_

BOND # \_\_\_\_\_

Date:

**MUNICIPAL CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) \_\_\_\_\_  
\_\_\_\_\_ and the Municipality of \_\_\_\_\_, as  
principal, and.....  
, a corporation duly organized under the laws of the State of ..... and having a  
usual place of business .....  
as Surety, are held and firmly bound unto the Treasurer of the Municipality of  
\_\_\_\_\_ in the sum of  
\_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ )  
to be paid said Treasurer of the Municipality of \_\_\_\_\_ or  
her/his successors in office, for which payment well and truly to be made, Principal and  
Surety bind themselves, their heirs, executors and administrators, successors and assigns,  
jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract,  
without damage to the municipal ways, other than normal wear and tear; then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way  
beyond normal wear and tear, in the construction of the above project through the use of  
legal weight, legal dimension trucks or equipment; or overweight or over-dimension  
equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond  
may be used to guarantee that the contractor either repairs or pays for the damage caused  
by the use of its equipment or trucks. The degree of damage beyond normal wear and  
tear will be determined by municipal officials with the assistance of the Maine  
Department of Transportation.



The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this ..... day of ....., 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly .....

Print Name Legibly .....

NAME OF LOCAL AGENCY: .....

ADDRESS .....

TELEPHONE .....

NAME OF SURETY

SURETY ADDRESS:.....

BOND # \_\_\_\_\_