

Town of Lyman
Select Board Regular Meeting Agenda
Monday, November 20th, 2023 – Lyman Town Hall

Welcome to the November 20th, 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. Assessor – Presentation for Aerial Imagery

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 •YCCA Letter

ITEM #3 **MINUTES**

- a. Review / Approve meeting minutes 10/16/2023
- b. Review / Approve meeting minutes 11/6/2023

ITEM #4 **SIGN WARRANTS**

- a. Payroll Warrant #18 in the amount of **\$27,122.04**
- b. Accounts Payable Warrant #19 (FY2024) in the amount of **\$123,583.56**

ITEM #5 **UNFINISHED BUSINESS**

- a. Franchise Agreement, Discuss next steps, Updates from Tony/Brad. Tabled from last meeting
- b. MDOT Request approval for transporting materials, project on Rt 202, waiting on updates
- c. Discussion, holiday gathering event for Town Hall, Discussion from last meeting

ITEM #6 **DEPARTMENT AND COMMITTEE REPORTS**

- a. Road Commissioner –
- b. Fire Chief –
- c. CEO –
- d. Tax Clerk – October Report
- e. Treasurer – Expense Report
- f. Town Manager –
- g. Planning Board – Quarterly Report
- h. Other -

ITEM #7 **NEW BUSINESS**

- a. Transfer Station Closure for Holidays in December
- b. Discussion regarding policy recruiting volunteers.

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

ADJOURN

ITEM #1: (a.) Aerial Imagery Presentation

NOTES OF SOME THE ADVANTAGE POINTS

*as of date flown

- 1) Obtaining a view of(with greater ease and safety)
 - a) Back lot parcels (dirt roads, rights of way, etc. – some go 1 mi into woods)
 - b) “No Trespassing” parcels
 - c) Gravel Pits
- 2) Getting a layout of the property before their arrival....
 - a) Emergency response – Police, Fire, Ambulance
 - b) Health Officer
- 3) Aids in researching, measuring, etc. properties prior to issuing permits
- 4) As of current, while catching up on past permits, provides less trips out to a property to check status on new/reno/demo structures and projects
- 5) Updated sketches (aka building outlines) of structures to better our current records
- 6) Integratable and also accommodates our GIS mapping recently created (Parcels, Zoning, Wetlands, etc.)
- 7) Updated photos of structures on parcels to better our current records
- 8) Offers a Change Finder product we can add down the road that would detect changes made from one year to another on a parcel
- 9) Compare year to year to see changes to a parcel such as tree cutting, gravel pits, encroachments, etc.
- 10) Able to measure distances of structures from waterbodies, street, etc.
- 11) Evaluating/Assessing a natural disaster – should one occur Eagleview will do a flyover
- 12) Packet presented and videos shared include more detailed information on benefits of aerial imagery....to town property assessments, GIS, public safety, and public works - Below are links to the website followed by links to two short videos

<https://www.eagleview.com/industry/government/>

<https://view.highspot.com/viewer/65328d1d02357f45f9661fb8>

<https://view.highspot.com/viewer/65328d505a53a84bada185be>

Benefits of Oblique Aerial Imagery for Assessment

Learn how oblique aerial imagery can help tax assessors work more efficiently and inspect more properties in less time.



Assessors Face Multiple Challenges

Assessment departments are charged with providing fair and defensible property valuations, delivering an equitable tax roll, and maintaining positive relations with constituents—all while keeping their teams safe and productive.

But with limited staff available to conduct on-site visits, assessors often find themselves struggling to “hit their numbers” without sacrificing quality.

Field visits are inherently time intensive, especially in large rural counties with remote or difficult to access properties. When you add up the hours required between travel and each actual inspection, an assessor could end up covering just a small handful of properties per day.

In addition to the inefficiency of traveling in person to each location, field visits can potentially place assessors at risk, both to their personal safety while traveling and conducting physical inspections, as well as their health as they come into close contact with residents. On-site inspections can also be an imposition on homeowners' right to privacy, some of whom may not want assessors on their property.



EagleView's Oblique Aerial Imagery Can Help

To improve efficiency and minimize risk, many counties have embraced “desktop assessments,” leveraging EagleView's oblique (side angled) aerial imagery to calculate the value of parcels and stay on top of new construction. With EagleView's oblique aerial imagery, assessors can review property details from anywhere, without having to visit the residence and inspect the property in person.

EagleView's oblique aerial imagery provides high-resolution views from all four cardinal directions of a structure. This allows assessors to see exterior improvements, take exact external measurements, overlay parcel lines, assign accurate property valuations, and view other important context and detail—even for properties that are difficult to view from the road, or that are blocked by trees and other obstacles.



This guide will explore the benefits of oblique aerial imagery for tax assessors, including:

1. Increasing efficiency with remote property assessments.
2. Identifying additional taxable value.
3. Integrating aerial imagery with their existing workflow.

1. Increase Efficiency

EagleView's oblique aerial imagery enables assessors to view properties remotely, detect changes, and calculate parcel value far more quickly than with traditional site visits.

Rather than having to go into the field, aerial imagery brings the world to the inspector, allowing for accurate property assessments right from their desk. This helps assessment departments:

- Meet assessment deadlines and achieve department goals.
- Decrease costs by eliminating unnecessary expenses from vehicle wear and tear, fuel, and staffing needed for field visits.
- Efficiently cover large areas. Compared to more densely populated urban areas, large rural counties with a relatively low concentration of properties pose unique challenges and a lower return on time invested for conducting on-site assessments.
- Keep up with growth. For assessment departments in fast growth areas, conducting on-site inspections and measurements for hundreds (or even thousands) of new houses and buildings per year would be impossible.



2. Identify Additional Taxable Value

Counties can leverage high-resolution property views and change detection solutions to uncover taxable property value, resulting in additional revenue for their county.

Discover Undocumented Structures and Unreported Real Property Market Value

In order to conduct fair and equitable assessments on all properties in the region, inspectors need to know about newly added porches, garages, pools, living areas, and other structures that may increase the taxable value of a property.

While the permitting process provides insights into real property changes that trigger additional market value, unreported construction and improvements leave counties unaware of non-permitted improvements that don't reflect on the tax roll. Property owners who don't file construction permits for new improvements, structures, and expansions typically do so to avoid paying higher taxes.

Using EagleView aerial imagery, [Mohave County, AZ](#), found and added over \$95 million in market value, translating into an additional \$352,000 of annual tax revenue. [Las Animas County, CO](#), used EagleView aerial imagery covering just one-third of the county to discover \$14 million in actual value from new construction.

Discover Undeclared Personal Property

In addition to real property, aerial imaging is also useful for discovering unreported or undervalued personal property like boats, RVs, and vacation rentals.

[Dare County, NC](#), used EagleView aerial imagery to discover about \$50 million in assessed value just in watercraft—some being undervalued at rates as low as \$20—adding \$235k in revenue for the county.

The area also has a high demand for vacation rentals, which don't always get reported by property owners. Temporary rental platforms like AirBnB and Vrbo don't submit lists of their rentals and locations to local governments, and matching listings for personal property appraisers is very difficult and time-consuming. Using aerial imagery, Dare County created layers that cross-referenced rental ads, helping appraisers find unreported vacation rentals.



3. Integrate With Your Existing Workflow

EagleView aerial imagery can be integrated with your existing assessment workflow and accessed directly within your Computer-Aided Mass Appraisal (CAMA) platform.

Assessors can use automated tools like ChangeFinder™ and Sketch Inspect to detect changes to a property, identify unpermitted construction, and stay current with construction and remodeling projects within their county.



EagleView ChangeFinder™

[EagleView ChangeFinder™](#) makes property assessments easier and faster by automatically detecting property changes from year-to-year. Using GIS polygon outlines for analysis of changes in size and shape, the platform compares property imagery from the last capture to the most recent capture, and highlights the areas with the most changes, helping assessors:

- Prioritize their focus by quickly reviewing properties most likely to need adjustments in valuation, or that may require more in-depth investigation
- Filter what they're looking for when searching parcels, and view properties from different levels and perspectives
- Increase revenue by discovering previously undetected improvements
- Support the appraisal and provide defensible proof during an appeal

EagleView Sketch Inspect™

[EagleView Sketch Inspect™](#) leverages high-resolution aerial imagery and an automated algorithm to quickly show assessors the inaccuracies that matter the most. Assessors can verify and update property sketches using an automated process to compare building outlines to CAMA sketches, as well as maintain sketches of properties (building outlines) for accurate valuations.

- Streamline workflows and reduce information bottlenecks with automated sketch verification algorithms
- Create seamless work orders to address issues including office, GIS, and field inspection tasks
- Easily find sketches that don't match what's on the ground, including missing sketches
- Sort, filter, review, track, and flag parcels with discrepancies using the web-based interface

Public Access to Aerial Imagery Data



To help increase transparency and build trust with constituents, counties can share EagleView aerial imagery with the general public using a variety of public-facing portals, interactive maps, and mobile apps that include aerial photography and parcel data. Homeowners can log in to see their property valuations, as well as the high-resolution imagery used to reach that valuation.

Having extremely clear and precise imagery helps improve transparency, increase public trust, and ensure equitable appraisals for constituents. By providing the information homeowners need to understand valuation assessment methods and decisions, counties can reduce the number of customer complaints and appeals regarding the validity of valuations.

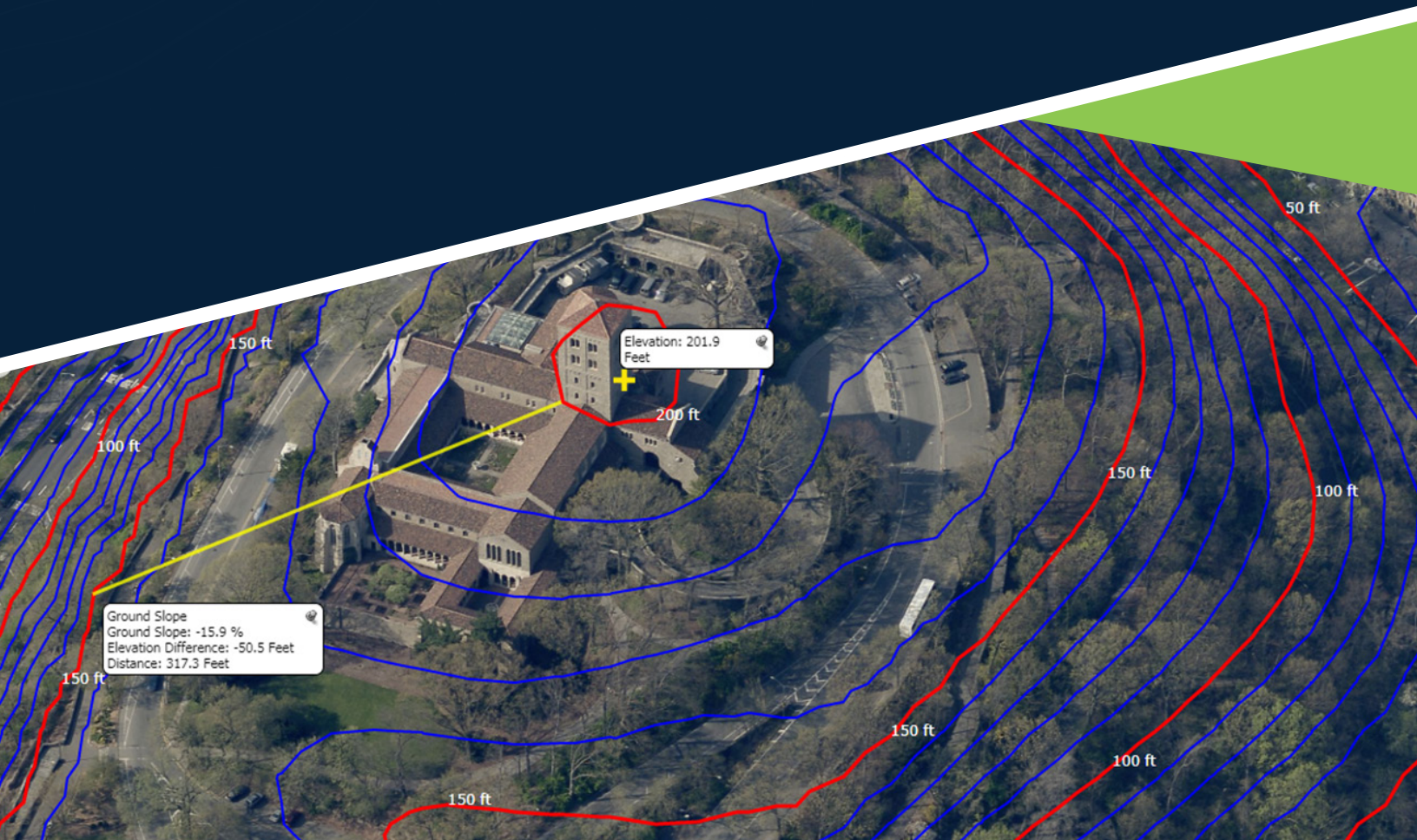
GET STARTED TODAY

To learn more about how EagleView solutions can help meet your department's needs or to request a demo, visit <https://www.eagleview.com/industry/government/>



Benefits of Oblique Aerial Imagery for GIS

Learn how oblique aerial imagery can help GIS professionals support their local government's goals.



GIS Professionals Need to Support Multiple Departments

GIS professionals are responsible for providing and managing the data that government departments need to make effective decisions, achieve their objectives, and drive new initiatives.

To accomplish this, GIS departments have typically relied on orthogonal or ortho (top-down) aerial imagery as a “map accurate” background image. Because it’s been adjusted for topographic relief, lens distortion, and camera tilt, ortho is considered an accurate representation with uniform scale of the Earth’s surface, and can be used to measure true distances.

This generally works fine when trying to identify things like rooftops and street grids. But because ortho imagery only provides top-down views of structures, landmarks, and other assets, it lacks the perspective needed to determine object height and other features, or to identify details that can only be seen clearly from a side angle (e.g., street lights, signs, fire hydrants, doors, windows, walls, HVAC units, and garages).

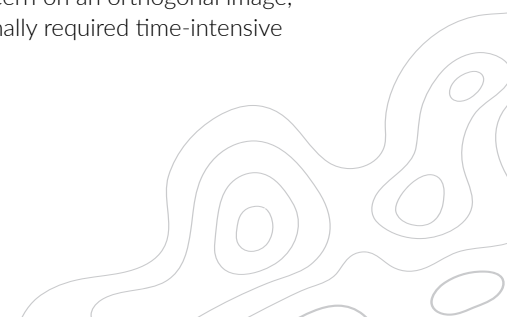
That means that maps using only ortho imagery can’t provide the insights many departments need in order to accomplish a variety of critical tasks.

Imagine This Scenario:

- A tourist is visiting from out of town and staying at a rental house. They have a heart attack and call 911, but do not know the address of the house they are staying in. They only know the color of the house is pink. The dispatcher can identify the general area the call is coming from and visually locate the specific house by color. They can then locate the entrances to the building. This is possible by viewing the side angle of the structure on the oblique imagery.



- An assessor needs to determine whether a structure is a building with heated square footage, or only a pole barn without siding. They can view the oblique imagery to see under the roof and determine what the structure is and calculate its valuation.
- Public works staff can use oblique imagery to map assets such as light poles or hydrants —features which would be difficult to discern on an orthogonal image, and which have traditionally required time-intensive surveying in the field.



EagleView's Oblique Aerial Imagery Can Help

Oblique imagery is taken at a 40-to-50-degree angle from low flying aircraft equipped with a camera system that rapidly captures images from all perspectives, offering a clear view from all cardinal directions. These perspectives can then be served together to create a broad-scale, holistic world view.

This enables government teams to utilize 'ground-truthing' to remotely verify assets in the field (such as signs and traffic lights), and avoid misidentifying structural, situational, and topographical details.

By providing this level of high-resolution oblique aerial imagery and geospatial intelligence, GIS professionals help the agencies they serve to:

- Streamline their workflows.
- Get actionable intelligence.
- Set priorities.
- Make better decisions.
- Efficiently deploy assets.
- Identify geographical context, patterns, and issues.
- Monitor geographical and structural changes.

This guide will explore the benefits of EagleView's oblique aerial imagery for GIS, including:

- 1.** Complementing ortho imagery with additional side-angle views to provide additional perspective and cross-department utility.
- 2.** Use cases by department, providing assessment, public safety/911, emergency management, and public works with the data-driven insights needed to accomplish their goals.
- 3.** The ability to integrate oblique aerial imagery within existing workflows and software platforms (e.g., Esri, Cityworks).
- 4.** Additional visualization and analytics tools from EagleView.



1. Perspective and Cross-Department Utility



Cross-Departmental Utility

The value of EagleView's high-resolution oblique aerial imagery spans across many government agencies—facilitating cross-departmental collaboration, cost-sharing, and greater overall efficiency.

The same image portfolio that helps GIS professionals maintain timely and reliable asset data can also help public safety teams pinpoint a 911-caller's location, as well as enable assessors to detect property changes and provide accurate valuations.

In addition to well-known use cases (see “Use Cases by Department” below), government departments have reported using oblique aerial imagery to:

Perspective

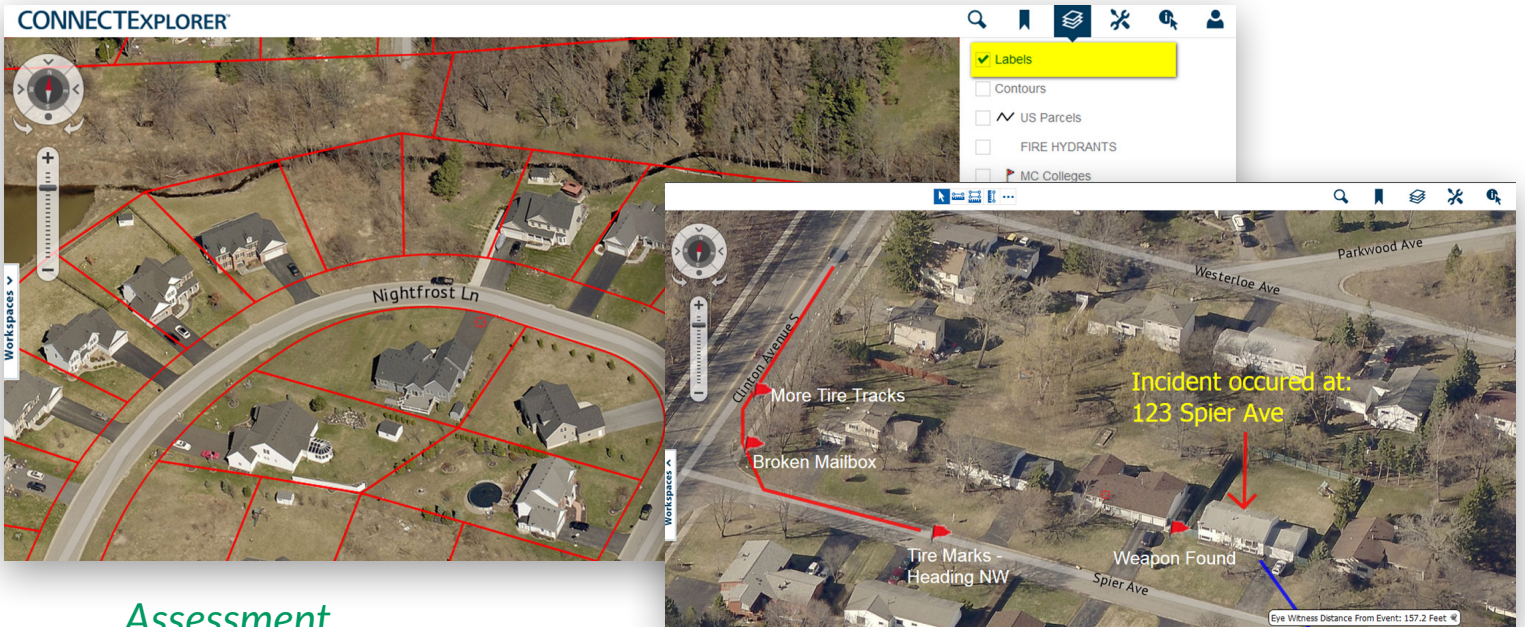
EagleView's oblique aerial imagery offers the perspective and insights departments need to accomplish certain critical tasks, including the ability to:

- See details from a side angle—doors, windows, walls, HVAC units, garages, etc.
- Identify landmarks, lights, signs, and other assets that would be hard to clearly see from top-down ortho imagery alone.
- Accurately measure structures, assets, and distances (e.g., distance of a sign from the road) needed for confident insights.

- Create and maintain parcel layers.
- Monitor land use.
- Manage zoning land use compliance.
- Facilitate remote permit inspections.
- Manage economic development and planning.
- Facilitate site planning for community events like farmers' markets and festivals, and plan positioning of public safety assets and temporary on-site infrastructure.

2. Use Cases by Department

EagleView's oblique aerial imagery gives GIS professionals the ability to support various departments by delivering the data, imagery, and other information they need to achieve their goals.



Assessment

Assessment departments are charged with delivering a timely, equitable tax roll while keeping their teams safe and productive. Time-intensive field visits can limit efficiency, add cost, and potentially place assessors at risk.

EagleView's oblique aerial imagery helps assessors efficiently calculate the value of parcels, and stay on top of improvements and new construction.

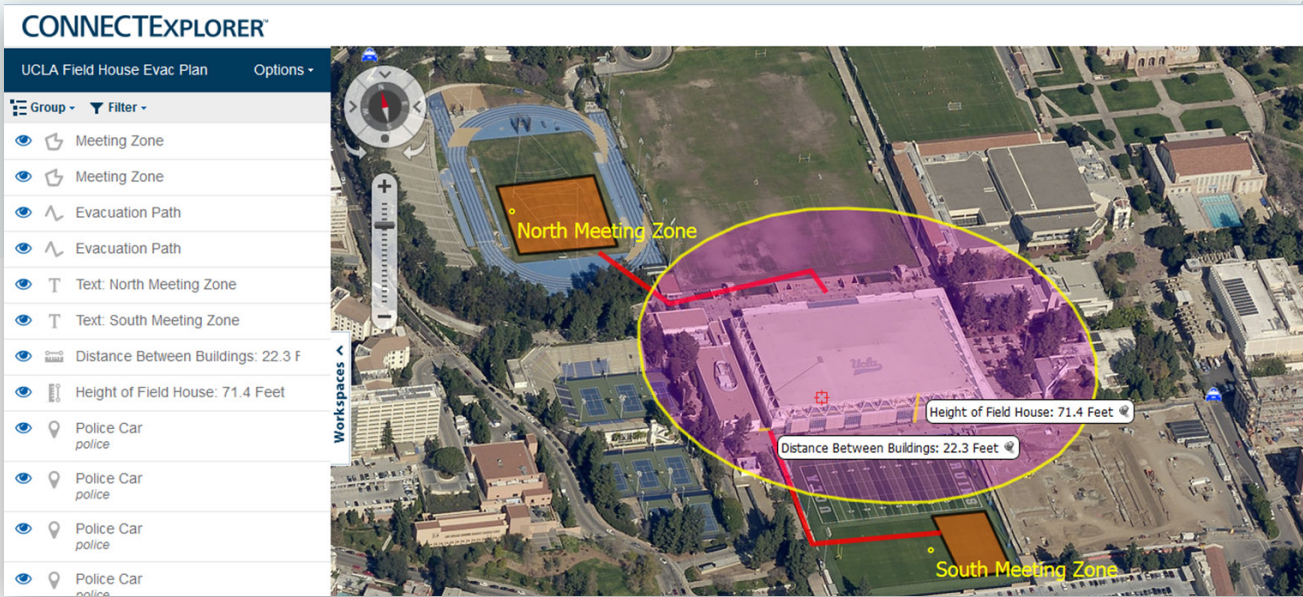
- Leverage high-resolution property views and change detection solutions to identify additional taxable value.
- Overlay parcel data and custom GIS layers to streamline desktop assessments.
- Use oblique imagery to see all sides of a structure, measure length and height of the structure, and provide important context and detail.

Public Safety/911

Public safety teams must respond to situations at all hours and in all conditions. Access to accurate and timely location information is crucial to their success.

GIS professionals can support public safety teams, dispatchers, and law enforcement with data layers validated using oblique aerial imagery, including:

- Accurate addressing to help first responders pinpoint a 911 caller's location and understand the situation on the ground.
- Accident reconstruction intelligence and the ability to track and monitor locations with high concentrations of accidents or emergency calls.
- Critical site intelligence used when planning for SWAT raids, serving warrants, and identifying surveillance and staging areas.



Disaster Preparedness/ Emergency Planning

EagleView's pre- and post-event oblique aerial imagery is critical to helping public safety, emergency management, and other government agencies plan, prepare, and respond to catastrophic events.

- View both recent and historical oblique imagery with added enhancements including LiDAR, 3D Mesh, and Near Infrared capture to identify risks for flooding, vegetation conditions and wildfire risks, and other potential hazards.
- Use oblique imagery to add additional context to GIS maps, and better understand the potential impact of flooding and stormwater management.
- Quickly assess damage in the immediate aftermath of a disaster, and share oblique aerial image data when applying for recovery assistance from state and federal aid programs.

Following a natural disaster or terrorist attack, EagleView delivers critical pre- and post-event imagery. All EagleView contracts include our Disaster Response Program (DRP), which means EagleView will fly affected areas which meet certain criteria at discounted or no additional cost. EagleView's DRP can equip emergency response teams with new imagery and data they need to assist with rescue and recovery just days after an event.

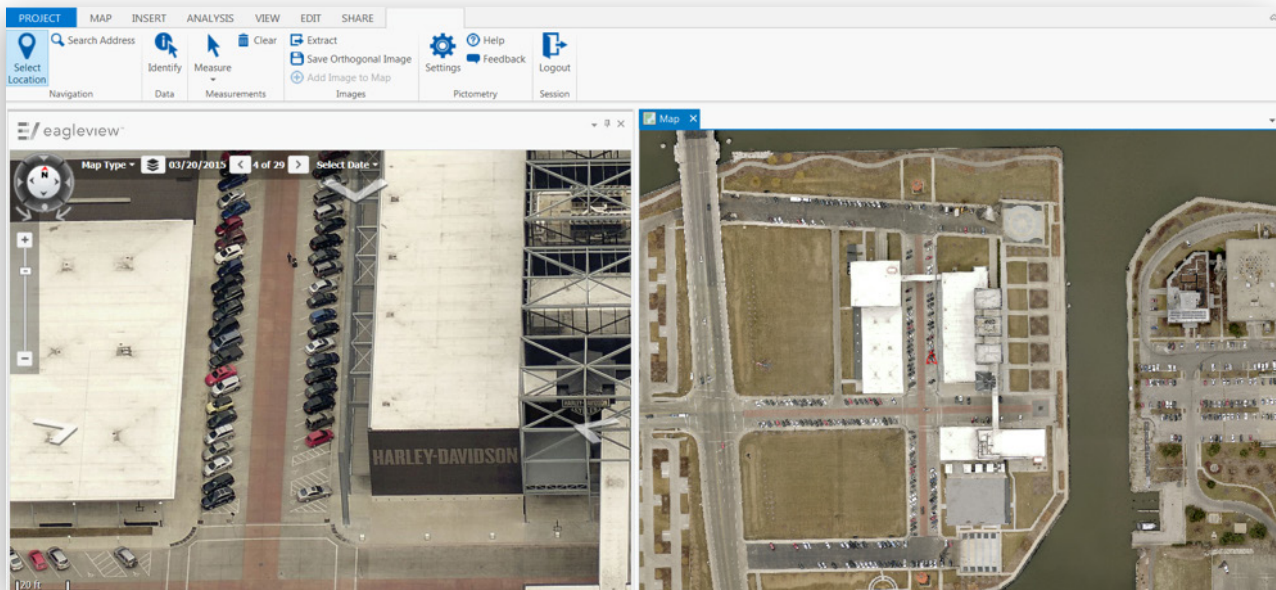


Public Works

EagleView's oblique aerial imagery reveals greater detail of structures, and provides a more complete understanding of assets without a physical inspection, helping public works teams:

- Remotely measure roads, bridges, and other key infrastructure.
- Preplan infrastructure projects and inspect field assets.
- Track, verify, and report on the status of key infrastructure components.
- Visualize environmental conditions for public assets.

3. Integrate With Your Existing Workflow



Esri Integration



Esri users can access EagleView's oblique and orthogonal imagery directly within the Esri platform and other data visualization tools.

- Remove the cost and complexity of third-party imagery and datasets.
- Make it easy for other departments to leverage the imagery and data alongside what they're already creating and maintaining.
- Overlay GIS data layers on both ortho and oblique imagery to provide important context.
- Enrich existing GIS layers by adding additional attributes, such as the type of siding for buildings, or the color of fire hydrants.
- Heads-up digitize assets and features on ortho and oblique imagery, and download vector layers to Shapefile or KML to import to ArcGIS.

There are countless ways to integrate EagleView into your Esri applications and third-party Esri-based applications:

- EagleView for ArcGIS Desktop, ArcGIS Pro, and Web AppBuilder Developer Edition.
- Integrate our oblique imagery into your ArcGIS Online Web Mapping Applications using our JavaScript web-based API.
- Use the EagleView ortho as a basemap in web maps, ArcGIS Online apps, and in ArcGIS Pro or ArcMap using our REST cloud-based Image Service.
- Access orthomosaics in WMS, WMTS, and TMS format.
- Use EagleView CONNECTExplorer or a custom web-map creation to overlay published REST data for a powerful combination of imagery and local data.



Cityworks Integration

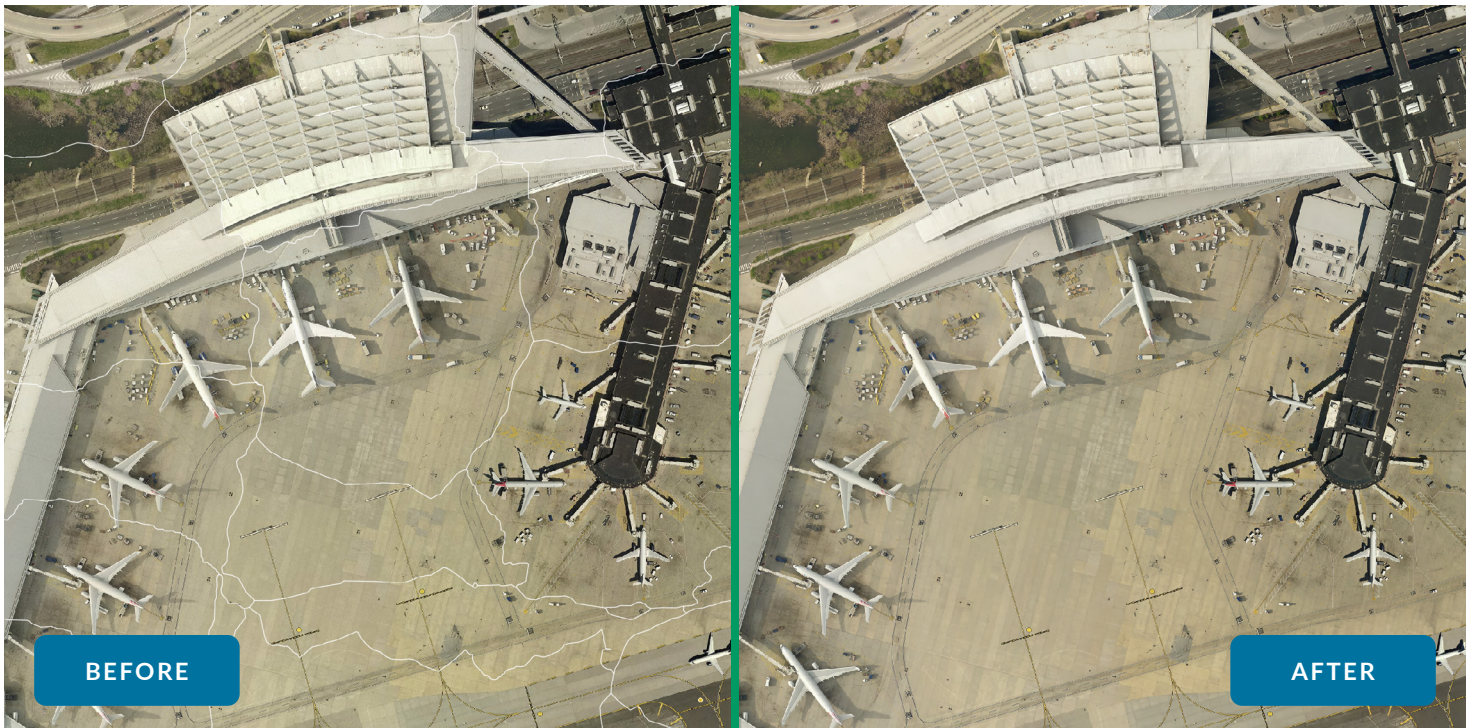
Government agencies rely on aerial imagery to verify assets and reveal details of critical structures—without the need for a field visit.

To help make this process even more efficient, Cityworks users in the US and Canada can view and access their high-resolution EagleView oblique and ortho imagery from within the Cityworks Esri map viewer. This enables them to:

- Increase productivity and eliminate the need to switch between multiple applications.
- Remotely identify and measure roads, bridges, and other key infrastructure.
- Collaborate within one environment with other local government departments.



4. Additional tools



Certified Imagery With TrueTouch™

Certified Orthomosaic and TrueTouch imagery enhancements are available options for EagleView users. Orthomosaics are image maps that have been produced to accurately represent the geography of an area. They're created by combining a collection of overlapping ortho images (aerial imagery that's free of distortion and geometrically corrected to produce a uniform scale). An orthomosaic view allows users across government departments to easily scroll and pan across a unified image to get a more accurate and complete view, versus loading and inspecting separate individual images of an area.

EagleView also offers Certified Orthomosaic imagery, where an orthomosaic is validated for geospatial accuracy by our licensed engineering and surveying team, with the additional use of surveyed ground control, and produced in accordance with state and local requirements.

EagleView TrueTouch applies visual enhancements to critical features in the orthomosaic imagery by:

- Removing evidence of seams and distortions.
- Removing inconsistencies related to tall building lean, time of day, changes in imagery capture, cloud shadow, and a variety of other issues.
- Improving image quality, assuring positional accuracy, and providing accurate representation across all features (e.g., roads, bridges, large buildings, and landmarks).



Geospatial 3D Mesh Layers

EagleView's partnership with [Skyline](#) offers additional ways to visualize your geospatial data using 3D mesh layers.

Government agencies use geo-referenced 3D mesh layers for urban planning, asset management, emergency response planning, tax assessments, and other critical functions.

EagleView's high-resolution oblique imagery can be delivered with both 3DML files for viewing in Skyline's TerraExplorer web-based GIS viewer and editor, along with SLPK files for viewing in Esri's ArcGIS Online, ArcGIS Pro, and ArcGIS Urban platforms. Users can view scenes in 3D and use GIS tools such as viewshed and line-of-sight calculation.

- Highest Resolution—Reproduce the smallest details, including cars, trees, fences, and walls with advanced color balancing and high-quality texturing.
- Multiple Output Formats—Export in a variety of formats and resolutions, including 3" – 6" GSD, 3DML, and SLPK.
- Superior Precision—View accurate representations of intricate features, details, geometry, and color with high-quality texturing.
- Intuitive Interface—Access powerful visualization capabilities and tools, including photo projection on terrain and project preview to streamline evaluation and adjustments to parameters.

GET STARTED TODAY

To learn more about how EagleView solutions can help meet your department's needs or to request a demo, visit <https://www.eagleview.com/industry/government/>

Benefits of Oblique Aerial Imagery for Public Works

Learn how oblique aerial imagery can help Public Works departments efficiently manage community assets.



Providing Public Works Services is Challenging



See the additional context provided by the oblique image of this roundabout, especially the ability to see what kinds of street signs surround it.

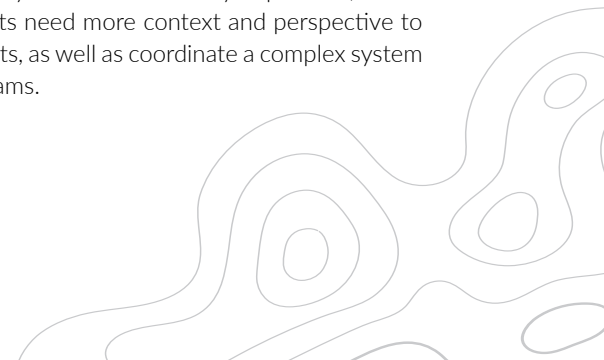
Public Works departments are responsible for ensuring the prudent use, maintenance, and upkeep of publicly-owned property, infrastructure, and assets.

Public Works is generally made up of multiple divisions, and involves the operation and maintenance of a variety of resources, including streets, storm sewers, drinking water systems, sanitation, and parks.

By efficiently managing these assets, Public Works departments are able to get the highest possible value out of public investments, act as good stewards of local resources, and help their community keep up with development and expansion.

However, with so many moving parts, efficiently planning projects, managing resources, and maintaining assets in the field can be a challenge. Many departments likely use orthogonal imagery, which provides a top-down 90-degree angle view, to help manage the work. Unfortunately, public assets and infrastructure may be difficult to identify and inspect with only an orthogonal view.

To work as efficiently and cost-effectively as possible, Public Works departments need more context and perspective to quickly locate assets, as well as coordinate a complex system of projects and teams.



EagleView's Oblique Aerial Imagery Can Help



The more information Public Works departments have about a location, the quicker they're able to get that job done, and the more time and money they can save.

With EagleView's high-resolution oblique aerial imagery, Public Works teams can inspect assets and infrastructure remotely, allowing them to get a more complete understanding of location and condition without the need for an on-site inspection.

Oblique imagery is taken at a 40-to-50-degree angle from low flying aircraft equipped with a camera system that rapidly captures images from all perspectives, offering a clear view from all cardinal directions. These perspectives can then be served together to create a broad-scale, holistic world view.

This enables Public Works teams to utilize 'ground-truthing' to remotely verify assets in the field (such as signs and traffic lights), and avoid misidentifying structural, situational, and topographical details.

This guide will explore the benefits of EagleView's oblique aerial imagery for Public Works, including the ability to:

- 1.** Remotely locate, inspect, and manage assets and infrastructure.
- 2.** Efficiently manage stormwater, drainage, and capital improvement projects.
- 3.** Integrate oblique aerial imagery with existing workflows and software platforms.

1. Remotely Locate, Inspect, and Manage Assets and Infrastructure

Locate and Inspect

EagleView's oblique aerial imagery offers the accuracy Public Works teams need to remotely identify and inventory landmarks, lights, signs, and other assets that would be hard to clearly see from top-down ortho imagery alone.

With high-resolution oblique imagery, you're able to:

- View assets from all cardinal directions, providing context unavailable in orthogonal imagery.
- Remotely measure, track, verify, inspect, and report on the status of roads, bridges, signage, and other infrastructure and assets.
- Mark a geo-accurate XY coordinate location for each asset.



Efficiently Manage Field Repairs

This information can be used to create maps for a variety of uses as well as initiate work orders to multiple departments at once (e.g., if damage is detected to both the street and nearby signage, work orders can be efficiently assigned to the appropriate departments based on that single remote inspection).

EagleView's oblique aerial imagery allows Public Works departments to understand and address the condition of all key elements of community infrastructure—all without leaving the office.



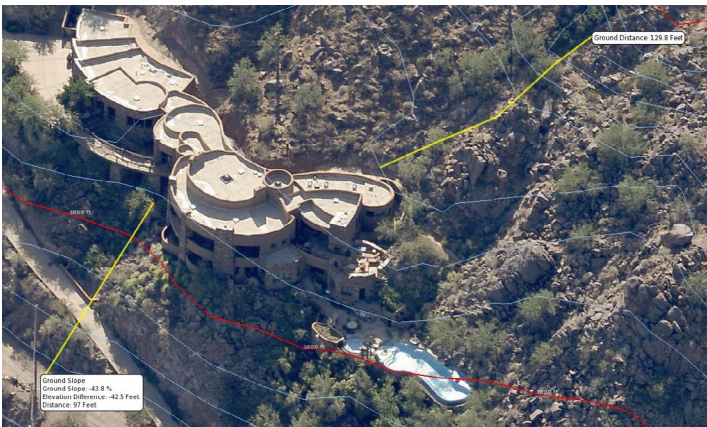
Access Imagery in the Field

While aerial imagery can support a variety of remote tasks, sometimes a field visit is unavoidable. The EagleView mobile app is ideal for professionals who need information and access to imagery while out of the office.

CONNECTMobile™ lets users access EagleView imagery on an Android or iOS-powered mobile device – ideal for situations when a field visit is required.



2. Efficiently Manage Drainage, Stormwater, and Capital Improvement Projects



Drainage and Stormwater

As local governments develop and execute growth plans, it's important to understand how terrain will impact expansion and water flow.

Working with their GIS department, Public Works departments can use EagleView oblique imagery and elevation data to view contours, measure true ground distance, and manage drainage. EagleView aerial imagery can also be used to identify impervious surfaces and help calculate stormwater fees.



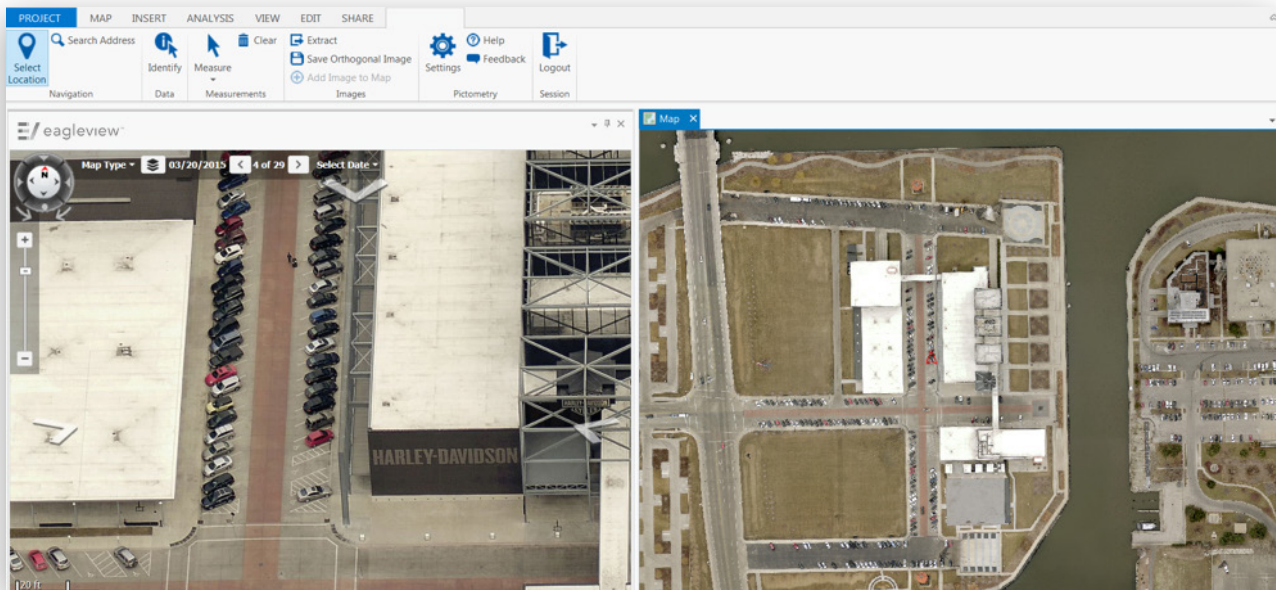
Capital Improvements

Oblique aerial imagery can also be used to help plan and execute capital improvement projects, including the ability to:

- Gather environmental information when determining site selection.
- Use imagery to visualize projects and gain stakeholder approval.
- Access historical imagery to track progress and visualize change.



3. Integrate With Your Existing Workflow



Esri Integration

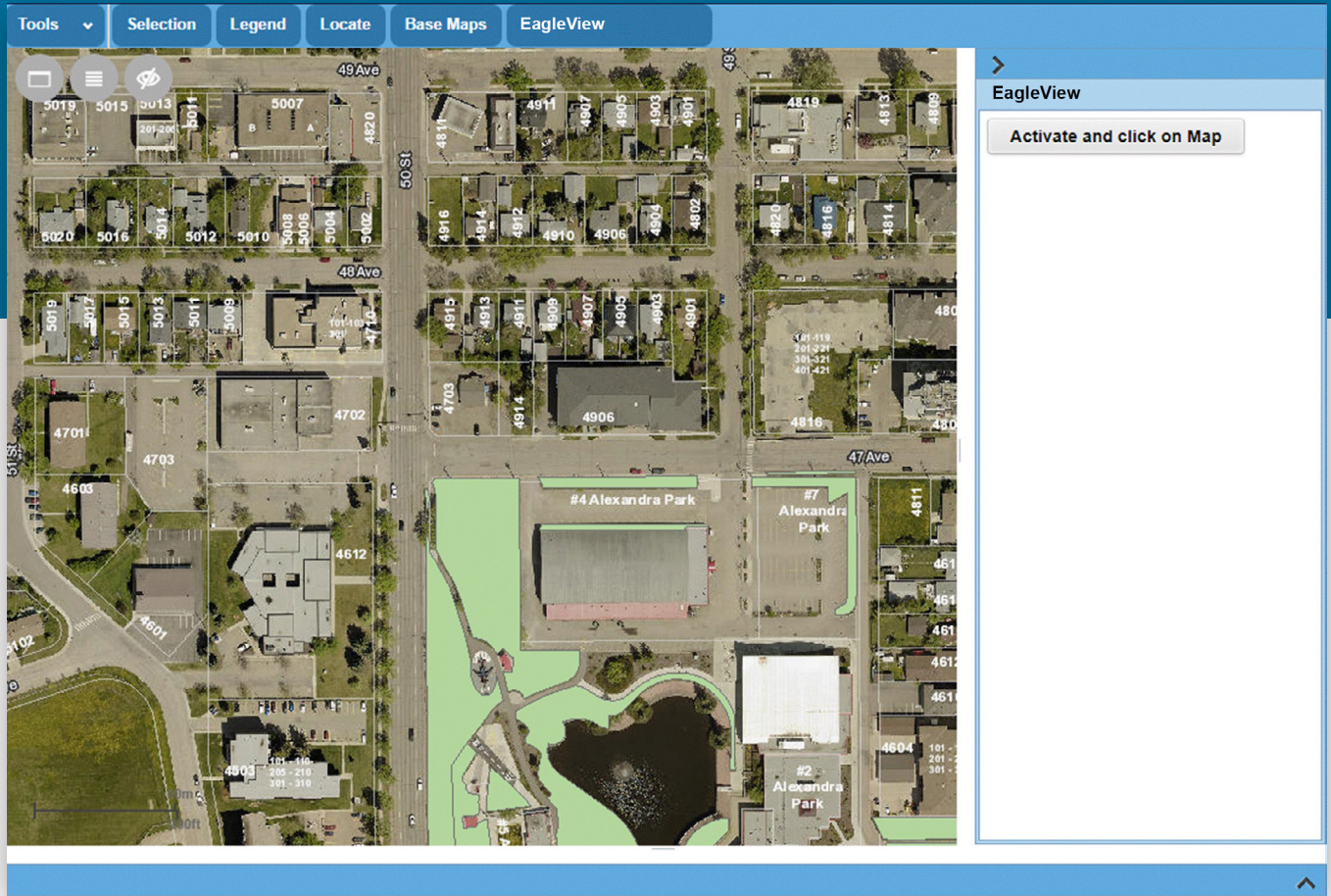


Esri users can access EagleView's oblique and orthogonal imagery directly within the Esri platform and other data visualization tools, including the ability to:

- Remove the cost and complexity of third-party imagery and datasets.
- Make it easy for other departments to leverage the imagery and data alongside what they're already creating and maintaining.
- Overlay GIS data layers on both ortho and oblique imagery to provide important context.
- Enrich existing GIS layers by adding additional attributes, such as the type of siding for buildings, or the color of fire hydrants.
- Heads-up digitize assets and features on ortho and oblique imagery, and download vector layers to Shapefile or KML to import to ArcGIS.

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- Integrate our oblique imagery into your ArcGIS Online Web Mapping Applications using our JavaScript web-based API.
- Use the EagleView ortho as a basemap in web maps, ArcGIS Online apps, and in ArcGIS Pro or ArcMap using our REST cloud-based Image Service.
- Access orthomosaics in WMS, WMTS, and TMS format.
- Use EagleView CONNECTExplorer or a custom web-map creation to overlay published REST data for a powerful combination of imagery and local data.

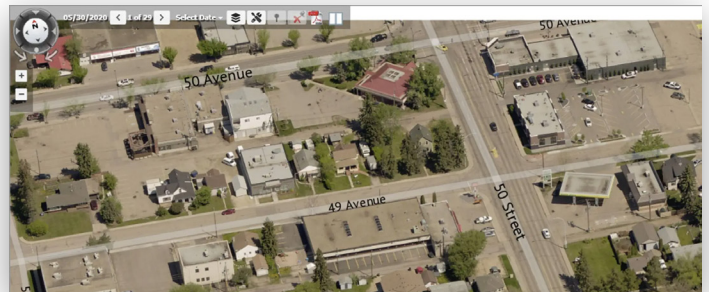


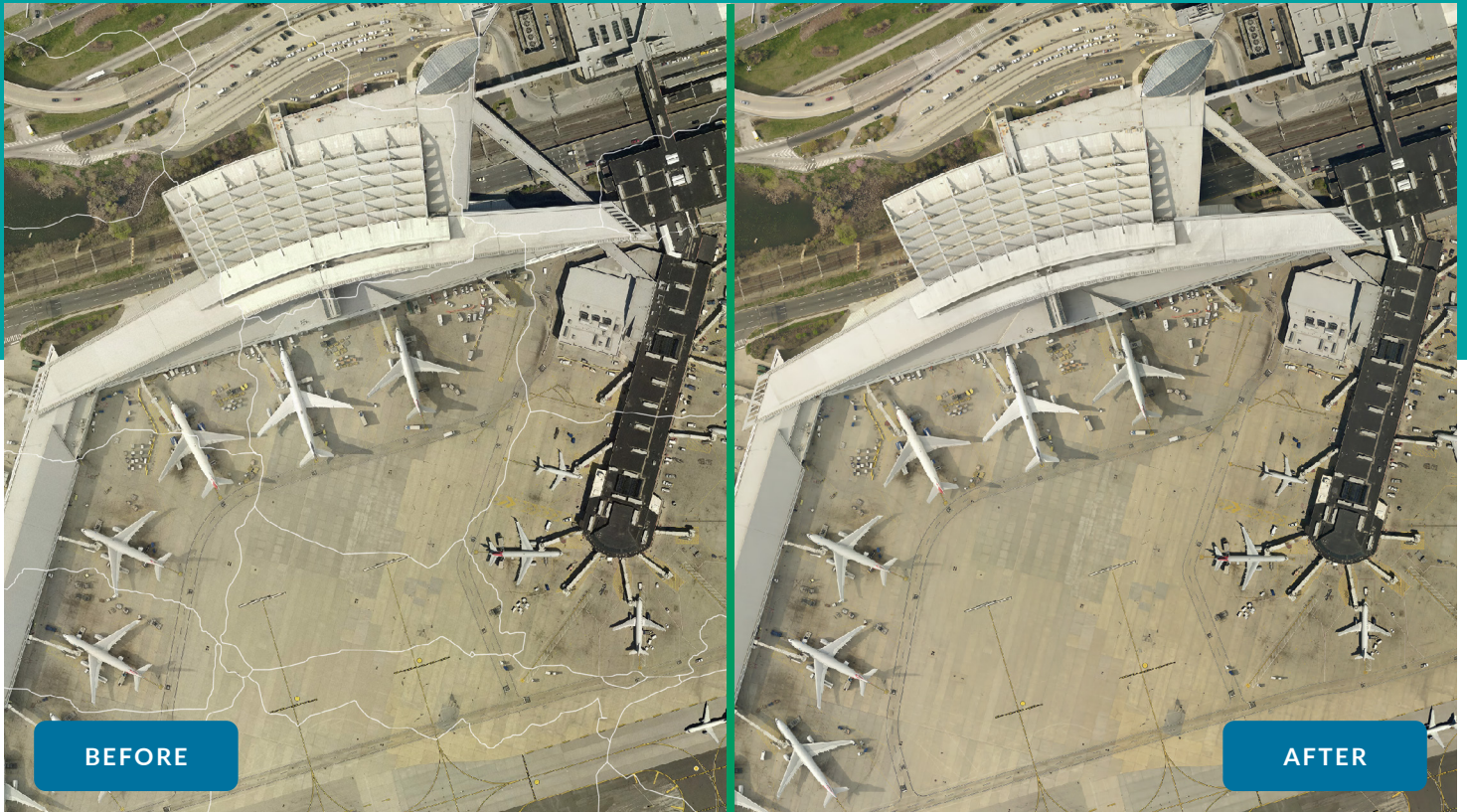
Cityworks Integration

Government agencies rely on aerial imagery to verify assets and reveal details of critical structures—without the need for a field visit.

To help make this process even more efficient, Cityworks users in the US and Canada can view and access their high-resolution EagleView oblique and ortho imagery from within the Cityworks Esri map viewer. This enables them to:

- Increase productivity and eliminate the need to switch between multiple applications.
- Remotely identify and measure roads, bridges, and other key infrastructure.
- Collaborate within one environment with other local government departments.





Certified Imagery With TrueTouch™

Certified Orthomosaic and TrueTouch imagery enhancements are additional tools available from EagleView to help Public Works departments locate and visualize assets in the field.

Orthomosaics are image maps that have been produced to accurately represent the geography of an area. They're created by combining a collection of overlapping ortho images (aerial imagery that's free of distortion and geometrically corrected to produce a uniform scale). An orthomosaic view allows users across government departments to easily scroll and pan across a unified image to get a more accurate and complete view, versus loading and inspecting separate individual images of an area.

EagleView also offers Certified Orthomosaic imagery, where an orthomosaic is validated for geospatial accuracy by our licensed engineering and surveying team, with the additional use of surveyed ground control, and produced in accordance with state and local requirements.

EagleView TrueTouch applies visual enhancements to critical features in the orthomosaic imagery by:

- Removing evidence of seams and distortions.
- Removing inconsistencies related to tall building lean, time of day, changes in imagery capture, cloud shadow, and a variety of other issues.
- Improving image quality, assuring positional accuracy, and providing accurate representation across all features (e.g., roads, bridges, large buildings, and landmarks).





Geospatial 3D Mesh Layers

EagleView's partnership with [Skyline](#) offers additional ways to visualize your geospatial data using 3D mesh layers.

Government agencies use geo-referenced 3D mesh layers for urban planning, asset management, emergency response planning, tax assessments, and other critical functions.

EagleView's high-resolution oblique imagery can be delivered with both 3DML files for viewing in Skyline's TerraExplorer web-based GIS viewer and editor, along with SLPK files for viewing in Esri's ArcGIS Online, ArcGIS Pro, and ArcGIS Urban platforms. Users can view scenes in 3D and use GIS tools such as viewshed and line-of-sight calculation.

- Highest Resolution—Reproduce the smallest details, including cars, trees, fences, and walls with advanced color balancing and high-quality texturing.
- Multiple Output Formats—Export in a variety of formats and resolutions, including 3" – 6" GSD, 3DML, and SLPK.
- Superior Precision—View accurate representations of intricate features, details, geometry, and color with high-quality texturing.
- Intuitive Interface—Access powerful visualization capabilities and tools, including photo projection on terrain and project preview to streamline evaluation and adjustments to parameters.

GET STARTED TODAY

To learn more about how EagleView solutions can help meet your department's needs or to request a demo, visit <https://www.eagleview.com/industry/government/>

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
42	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 2-Year Refresh Start Year: 2024 End Year: 2026	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
42	EagleView Cloud - Imagery - Frequent Ortho GSD: 3in Refresh Frequency: 2-Year Refresh Start Year: 2025 End Year: 2027	Provides entitlement to additional frequent ortho imagery refreshes at the
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its
2890	EagleView Cloud - Building Outlines First Imagery Refresh Only	Building outlines are created from the most-nadir single-frame orthogonal image in a
2890	EagleView Cloud - ChangeFinder Second Imagery Refresh through end of agreement	Building outlines are created from the orthomosaic tiles of a specified newer
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment.
3	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView



Budget Proposal

Proposal For: Town of Lyman, ME
Project Name: 3-inch w/ Frequent Ortho's & Building Outlines
Initial Term: 3 Years

EagleView Rep: John Gannon
Phone: 607-742-8159
Email: john.gannon@eagleview.com

Quote Date: 11/13/2023
Expiration Date: 3/12/2024

Table with 3 columns: QTY, PRODUCT NAME, SALES PRICE. Includes items like EagleView Cloud - Imagery, EagleView Cloud - Frequent Ortho, EagleView Cloud - Software, and a Total Annual Price of \$12,933.50.

Schedule & Payment Notes:

2024 - Ortho & Obliq & Bldg Outlines

2025 - Ortho

2026 - Ortho

\$12,933.50 x 3 annual payments = \$38,800.50

*Review of Non-Appropriation Clause included is needed

Here is the financial information you will need for this.

181-11-33-310 requested funds for an outside consultant to do training with assessor Balance = \$20,000

191-11-70-710 requested funds for GIS mapping program Balance = \$6,000

Please let me know if you have any questions

Jeanette Lemay - Treasurer
Town of Lyman
11 So. Waterboro Rd.
Lyman, ME 04002
(207) 247-0646

ITEM #2: (b.) Mail

York County
**COMMUNITY
ACTION**
Corporation

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

November 1, 2023

Dear Town of Lyman Selectmen:

By this letter, YCCAC is requesting for year 2024 funding from the Town of Lyman in the amount of \$2,350. These funds are critically important to meeting the local cash match requirements applicable to much of the State and Federal funding, which enables us to provide a wide range of services to the elderly, disabled and low-income individuals of York County.

All of the funds we are requesting will support the direct services we provide to residents of your community, and the amount of your contribution will be multiplied many times in the value of these services. This work clearly helps to reduce reliance upon general assistance, and we trust that you have seen a positive impact from it in your community over the past year.

Please note that we have added to the "Services Provided" profile the category Rental Assistance. This records the number of households in your community that received financial assistance through the Rental Assistance Program over the past 12 months. The program is administered in York County by York County Community Action Corporation. The dollar value of the service is denoted by asterisk at the bottom of the page.

While many Lyman residents are able to access our services even in the absence of financial support from the Town, the loss of Lyman funding *does* impact our ability to assist many others who are in need. These are the ones who get help largely through our Community Outreach program, and whose need might be as small as one-time cab fare to get to a job interview, or as critical as help with payment for expensive prescription medicine. Community Outreach is the safety net for those who have nowhere else to turn.

We would welcome the opportunity to meet with Lyman Town leaders to provide more information about YCCAC programs and services, and to address how your modest financial contribution to YCCAC will benefit not only your neediest residents, but all of Lebanon.

Very sincerely,



Brad Bohon
York County Community Action Corporation
6 Spruce Street, Sanford, ME 04073
207 408-5625



Services provided to LYMAN Residents
 By York County Community Action Corporation
 Fiscal Year 22/23

	# of households Served
ECONOMIC OPPORTUNITY – Community Outreach	37
Emergency Financial Assistance	8
Tax Preparation	34
Financial Coaching	15
Housing Counseling	1
Homeownership Education	6
Default Homeownership Assistance	21
ENERGY – HEAP	113
WEATHERIZATION	15
RENTAL RELIEF	176*
HEADSTART – Centers & Combo Option	2
EARLY HEADSTART	0
NASSON HEALTH CARE	0
TRANSPORTATION – Buses/Vans (Miles)	968
Volunteer Drivers (Miles)	777
Riders	11
WIC – Women Infants & Children	90
Dollar Value of Services provided to LYMAN Residents	\$732,924
2023/24 - Total Amount Requested	\$2,350
	*\$357,035



Consolidated Financial Statements
Years Ended October 31, 2022 and 2021

YORK COUNTY COMMUNITY ACTION CORPORATION
Consolidated Financial Statements
Years Ended October 31, 2022 and 2021

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Independent Auditors' Report

To the Board of Directors of
York County Community Action Corporation and Affiliate

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of York County Community Action Corporation and Affiliate (a Maine nonprofit corporation), which comprise the consolidated statements of financial position as of October 31, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of York County Community Action Corporation and Affiliate as of October 31, 2022 and 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United State of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of York County Community Action Corporation and Affiliates and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about York County Community Action Corporation and Affiliates ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of York County Community Action Corporation and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about York County Community Action Corporation and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedules on pages 22-25 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2023, on our consideration of York County Community Action Corporation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering York County Community Action Corporation's internal control over financial reporting and compliance.

One River, CPAs

Augusta, Maine

May 18, 2023

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Consolidated Statements of Financial Position
October 31, 2022 and 2021

	2022	2021
ASSETS		
Current assets:		
Cash, cash equivalents, and restricted cash	\$ 4,313,697	8,762,124
Accounts and grants receivable (net of allowances of \$215,360 and \$306,684, respectively)	4,613,864	2,303,860
Investments	387,217	425,095
Inventory	2,888	2,873
Prepaid expenses	155,160	99,435
Total current assets	9,472,826	11,593,387
Property and equipment:		
Land	1,374,613	1,374,613
Buildings and improvements	10,530,045	10,293,130
Equipment	2,375,302	2,014,572
Vehicles	1,902,153	1,806,168
	16,182,113	15,488,483
Less accumulated depreciation	(7,030,476)	(6,179,417)
Net property and equipment	9,151,637	9,309,066
Other assets:		
Bond issuance cost (net of amortization of \$31,184 and \$27,687, respectively)	38,762	42,259
Debt issuance costs	2,653	2,859
Derivative financial instrument asset	11,588	33,532
Work in progress - direct client	24,022	308,573
Total other assets	77,025	387,223
Total assets	\$ 18,701,488	21,289,676
LIABILITIES AND NET ASSETS		
Current liabilities:		
Current portion of long-term debt	\$ 1,359,824	756,027
Accounts payable	951,381	853,482
Accrued expenses	1,187,448	1,179,030
Deferred revenue	3,754,624	5,436,883
Tenant security deposits	36,347	33,501
Total current liabilities	7,289,624	8,258,923
Non-current liabilities:		
Long-term debt, net of current portion	5,022,200	6,318,657
Total liabilities	12,311,824	14,577,580
Net assets:		
Without donor restriction	6,182,951	6,505,712
With donor restrictions	206,713	206,384
Total net assets	6,389,664	6,712,096
Total liabilities and net assets	\$ 18,701,488	21,289,676

See accompanying notes to financial statements.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Consolidated Statements of Activities
Years Ended October 31, 2022 and 2021

	2022	2021
OPERATING ACTIVITIES:		
WITHOUT DONOR RESTRICTIONS:		
Support and revenue:		
Government grants	\$ 51,062,460	36,601,033
MaineCare fees	3,847,479	2,758,572
County and municipal	244,419	217,263
Gain (loss) on disposal/sale of fixed assets	-	8,569
In-kind contributions	455,761	412,855
Rental income	431,791	416,327
All other revenue	2,769,236	2,615,308
Total support and revenue	58,811,146	43,029,927
Net assets released from restrictions	211,141	125,366
Total support, revenue, and reclassifications	59,022,287	43,155,293
Expenses:		
Program services:		
Economic opportunity	1,591,424	1,245,017
Children's services/Head Start	4,249,303	3,828,433
WIC	2,197,308	2,044,511
Energy and Rent Relief services	37,053,174	20,620,222
Transportation	2,647,421	2,652,848
Health services	7,955,850	6,857,857
Housing	406,380	373,191
Total program services	56,100,860	37,622,079
Supporting services:		
Management & general	3,174,993	2,519,267
Resource development	-	-
Total supporting services	3,174,993	2,519,267
Total expenses	59,275,853	40,141,346
Change in net assets from operations	(253,566)	3,013,947
NONOPERATING ACTIVITIES:		
Unrealized gain (loss) on derivative financial instrument	(21,944)	(26,250)
Unrealized gain (loss) on investments	(47,251)	52,778
Total nonoperating activities	(69,195)	26,528
Change in net assets without donor restrictions	(322,761)	3,040,475
WITH DONOR RESTRICTIONS:		
Contributions	211,470	136,080
Net assets released from restriction:		
Energy services	(26,371)	(35,354)
Emergency services	(68,168)	(72,832)
Transportation	(28,149)	-
Children services	-	(1,456)
Other	88,453	(15,724)
Total net assets released from restriction	(211,141)	(125,366)
Change in net assets with donor restrictions	329	10,714
Change in net assets	(322,432)	3,051,189
Net assets, beginning of year	6,712,096	3,660,907
Net assets, end of year	\$ 6,389,664	6,712,096

See accompanying notes to financial statements.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
 Consolidated Statement of Program Expenses
 Year Ended October 31, 2022

	Economic opportunity	Children's services/ Head Start	Program Services					Supernthly Services			Total	
			WC	Energy and Rent Relief	Trans inflation	Health services	Housing PPAS, LP	Management and General		Total supporting services		
								Allocated	Non-Allocated			PPAS, LP
Salaries	709,573	2,222,751	363,023	2,193,046	1,221,865	4,742,337	11,442,595	1,321,856	69,489	-	1,391,365	12,833,960
Payroll taxes and benefits	189,799	709,321	116,566	817,582	370,593	1,300,024	3,302,665	3,301,960	18,659	-	350,819	3,653,564
Consultants	76,947	74,802	740	8,165	2,655	193,281	326,690	157,612	71,747	76,466	305,815	632,505
Direct client benefits	382,713	207,481	1,587,292	33,799,021	193,695	22,480	36,132,592	4,619	-	-	4,629	36,137,211
Travel	5,651	7,047	1,269	5,316	48	23,862	43,315	8,275	-	-	6,275	51,590
Occupancy - depreciation	75,134	279,729	73,728	90,559	94,613	409,762	1,019,723	111,495	31,250	-	142,705	1,162,428
Occupancy - in-kind	8,866	35,714	13,896	18,468	19,331	4,107	100,162	19,459	6,286	-	25,747	125,929
Supplies	15,555	16,922	8,323	26,536	46,576	455,669	525,862	154,740	49,131	-	203,871	729,733
Printing - in-kind	2,146	825	2,051	18,184	1,438	12,862	37,584	2,632	-	-	2,632	40,216
Printing and photocopying	2,614	2,867	616	4,253	1,009	3,774	16,130	6,740	-	-	6,740	22,870
Computer costs	81,044	146,699	20,133	124,184	81,561	319,088	754,729	71,940	1,112	-	73,052	827,781
Computer costs - depreciation	1,126	4,946	685	4,185	2,517	5,387	18,638	1,822	780	-	2,602	21,438
Vehicle operations	732	3,375	-	2,925	359,881	9,181	376,194	3,849	3,849	-	4,063	390,257
Equipment	852	145,173	-	60,750	48,442	44,843	289,860	-	8,895	-	8,895	308,815
Repairs and maintenance	4,051	34,130	-	18,289	480	-	182,950	20,101	20,101	-	20,101	183,051
Insurance	5,194	10,093	23	16,908	198,443	-	259,996	27,905	17,827	-	45,732	303,718
Utilities	29,894	5,276	5,680	9,983	37,636	30,879	101,814	9,322	22,726	-	22,726	124,540
Training and conferences	9,837	27,433	2,600	44,456	1,094	7,639	128,947	33,862	1,122	-	11,201	139,848
Other	4,384	73,722	-	48,394	1,636	14,709	184,236	-	-	-	45,004	229,240
Depreciation and amortization - other	2,222	12,342	655	5,115	10,846	15,385	102,161	18,146	895	26,406	43,547	145,728
Income tax	5,130	2,873	-	12,215	12,677	60,623	231,245	-	455,312	-	455,312	686,557
Total expenses	1,591,434	4,248,303	2,197,308	37,053,174	2,647,421	7,955,850	58,100,880	2,275,980	786,151	102,662	3,174,993	69,275,853

See accompanying notes to financial statements.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
 Consolidated Statement of Functional Expenses
 Year Ended October 31, 2021

	Program Services										Supporting Services			Total	
	Economic opportunity	Children's services/ Head Start		WIC	Energy and Rent Relief services		Transportation	Health services	Housing PPAS LP	Total program services	Allocated	Management and General			Total supporting services
		Head Start	Head Start		WIC	Energy and Rent Relief services						Transportation	Health services		
Salaries	588,268	2,007,216	368,930	1,382,340	1,159,315	4,100,461	9,606,530	1,099,939	56,102	171,910	1,099,939	1,156,041	10,762,571		
Payroll taxes and benefits	177,080	719,771	102,124	305,701	357,152	1,060,995	2,720,923	234,787	26,344	171,910	234,787	261,111	2,981,934		
Consultants	11,685	114,550	920	426	6,451	119,355	253,178	99,693	-	-	99,693	176,308	429,486		
Direct client benefits	235,404	157,335	1,455,348	18,596,944	159,315	27,317	20,631,683	2,231	5,690	76,626	2,231	5,690	20,637,373		
Travel	1,378	3,726	726	2,406	107	4,739	15,062	2,231	-	-	2,231	2,231	17,313		
Occupancy	67,161	229,279	66,625	71,110	77,905	372,262	894,262	95,391	(2,591)	16,175	95,391	92,770	977,032		
Occupancy - depreciation	8,913	35,464	11,812	15,626	18,055	3,062	92,962	16,175	7,104	-	16,175	25,279	118,231		
Occupancy - in-kind	-	241,045	-	-	-	-	241,045	141,788	14,822	-	141,788	156,610	241,045		
Supplies	33,850	8,925	11,521	28,652	31,603	571,586	696,437	171,910	-	-	171,910	156,610	845,047		
Supplies - in-kind	1,584	1,584	-	-	-	170,226	171,810	1,797	-	-	1,797	1,797	171,810		
Postage	1,944	983	2,875	13,859	1,178	18,405	38,944	1,797	-	-	1,797	1,797	40,741		
Printing and photocopying	2,939	1,221	162	3,136	10,198	5,253	22,929	8,229	-	-	8,229	8,229	31,158		
Computer costs	27,254	162,270	10,728	125,964	66,226	219,576	611,918	51,243	3,125	3,125	51,243	3,125	666,286		
Computer costs - depreciation	2,129	9,357	5,090	4,105	4,762	10,825	36,268	3,119	681	681	3,119	3,800	40,068		
Vehicle operations	-	171	-	3,434	381,578	4,417	389,622	5,337	3,598	-	5,337	9,035	398,657		
Equipment	-	-	-	-	67,018	1,745	68,763	-	4,964	-	4,964	4,964	73,727		
Repairs and maintenance	37,470	30,390	-	8,639	4,554	189	178,336	17,694	17,694	17,694	17,694	17,694	196,020		
Insurance	3,259	5,125	23	8,939	193,774	12,350	235,211	11,131	65,785	65,785	76,916	76,916	310,096		
Utilities	20,902	4,461	-	12,593	42,822	38,681	80,571	19,894	19,894	19,894	19,894	19,894	100,465		
Telephone	33,093	6,680	-	29,522	8,617	43,348	162,176	12,940	2,110	-	12,940	15,050	154,238		
Training and conferences	31,179	48,711	1,399	-	-	6,563	8,975	-	-	-	-	-	177,228		
Interest	-	-	-	-	-	-	15,538	-	-	-	-	-	15,538		
Other	1,205	8,835	28	4,925	43,229	66,659	113,696	5,168	16,232	16,232	20,846	20,846	134,541		
Depreciation and amortization - other	3,266	2,873	-	2,340	9,509	66,659	136,140	2,599	399,425	399,425	402,024	402,024	622,741		
Total expenses	1,245,017	3,828,433	2,044,511	20,620,222	2,652,948	6,857,167	37,622,079	1,855,422	91,857	571,968	1,855,422	2,519,287	40,161,346		

See accompanying notes to financial statements.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Consolidated Statements of Cash Flows
Years Ended October 31, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Change in net assets	\$ (322,432)	3,051,189
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	833,924	781,247
(Gain) loss on disposal/sale of fixed assets	-	(8,569)
Unrealized (gain) loss on derivative financial instrument	21,944	26,250
Unrealized (gain) loss on investments	47,251	(52,778)
Granted vehicles	-	(694,006)
Forgiveness of debt	-	(1,389,824)
(Increase) decrease in:		
Accounts and grants receivable	(2,310,004)	(709,379)
Inventory	(15)	(1,333)
Prepaid expenses	(55,725)	(25,864)
Work in progress - direct client	284,551	(190,467)
Increase (decrease) in:		
Accounts payable	83,399	421,427
Accrued expenses	8,418	131,662
Deferred revenues	(1,682,259)	4,797,993
Tenant security deposits	2,846	(489)
Net cash provided by (used in) operating activities	<u>(3,088,102)</u>	<u>6,137,059</u>
Cash flows from investing activities:		
Sale of investments	123,119	58,464
Purchases of investments	(132,492)	(61,833)
Purchase of property and equipment	(658,292)	(984,629)
Net cash used in investing activities	<u>(667,665)</u>	<u>(987,998)</u>
Cash flows from financing activities:		
Proceeds (repayment) of long-term debt, net	(692,660)	343,194
Net cash provided by (used in) financing activities	<u>(692,660)</u>	<u>343,194</u>
Increase (decrease) in cash, cash equivalents, and restricted cash	(4,448,427)	5,492,255
Cash, cash equivalents, and restricted cash, beginning of year	8,762,124	3,269,869
Cash, cash equivalents and restricted cash, end of year	\$ 4,313,697	8,762,124
Supplemental cash flow disclosures:		
Cash paid during the year for interest	\$ 14,709	58,307
Cash paid during the year for income taxes	1,567	-
Non-cash investing activities		
Forgiveness of debt	\$ -	1,389,824
Granted vehicles	\$ -	694,006

See accompanying notes to financial statements.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities – York County Community Action Corporation (YCCAC) is a Maine nonprofit corporation organized to promote health, education and economic opportunity for individuals, families, and communities in York County. Services include primary medical, behavioral health and dental care, transportation, energy, housing, health, nutrition, pre-school, and special programs. The accounting practices of the Corporation are designed primarily to demonstrate stewardship of the funds entrusted to it, compliance with prescribed contract conditions, and other special requirements.

Patriot Place Associates Sanford, LP (PPAS, LP) (affiliate) was formed in 2003 as a limited partnership under the laws of the State of Maine. The partnership's purpose is to acquire, construct, develop, own, and operate a 40-unit residential apartment complex in Sanford, Maine, MSHA Project No. MSHA-RLP-1351. The general partner is Patriot Place Associates, LLC, of which YCCAC is the sole member. In April 2021, YCCAC also became the substitute limited partner.

Principles of Consolidation – The accompanying consolidated financial statements for the year ended October 31, 2022 include the accounts of YCCAC and its affiliated organization, PPAS, LP. All significant interorganizational transactions and balances have been eliminated in consolidation. FASB ASC 810-10-45-12 allows for the use of financial statements of a subsidiary with a different fiscal year-end if the difference is not more than three months. Accordingly, PPAS, LP's financial statements as of December 31, 2022 and 2021 were used for the consolidation.

Basis of Accounting – The consolidated financial statements have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Corporation is required to report information regarding its financial position and activities according to two classes of net assets as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Corporation. These net assets may be used at the discretion of management and the board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions would be met by actions of YCCAC or by the passage of time. Other donor restrictions may be perpetual in nature, whereby the donor would stipulate the funds be maintained in perpetuity. For the years ending October 31, 2022 and 2021, \$206,713 and \$206,384, respectively, of the Corporation's donor restricted net assets contained temporary restrictions.

Measure of Operations – The consolidated statements of activities report all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to YCCAC's ongoing program services and any interest and dividends earned. Nonoperating activities are limited to resources that generate return from investments and other activities considered to be of a more unusual or nonrecurring nature.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Expense and Salaries Allocation – The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services *benefited*. YCCAC uses cost pools to allocate facilities and related costs based on square footage occupied, computer costs based on number of workstations, postage costs based on usage, and other program-related costs based on relevant activity measures, such as number of meals served, number of children or clients. Salaries, payroll tax expenses, and benefits for the years ended October 31, 2022 and 2021 totaled \$16,965,430 and \$14,175,518, respectively. These amounts are presented in the consolidated statements of functional expenses as part of occupancy and computer costs, in addition to the amounts shown as direct program and supporting services salaries.

Income Tax Status – The Corporation is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and has been determined not to be a private foundation within the meaning of Section 509 (a)(1) of the Code. In addition, the Corporation qualifies for the charitable contribution deduction under Section 170(b)(1)(a). Income from certain activities not directly related to the Corporation's tax-exempt purpose is subject to taxation as unrelated business income. Management believes it has no uncertain tax positions with the Internal Revenue Service that would require disclosure in the consolidated financial statements.

The Corporation's federal Return of Organization Exempt from Income Tax (Form 990) and federal Exempt Organization Business Income Tax Return (Form 990-T) for fiscal years 2021, 2020, and 2019 are subject to examination by the IRS, generally for three years after they were filed.

Cash and Cash Equivalents – For purposes of the consolidated statements of cash flows, the Corporation considers all checking and escrow accounts, and short-term debt securities purchased with a maturity of three months or less, to be cash equivalents.

Investments - Investments in marketable securities are shown at their fair market value at the end of the year. Unrealized gains and losses are included in the change in net assets without donor restrictions in the consolidated statements of activities.

Accounts and Grants Receivable – Accounts and grants receivable consists primarily of revenue from various government grants and contracts, as well as health and dental patient fees earned from various government programs, other third parties and individuals. The Corporation provides for losses on patient fees accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of patients to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Corporation's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected.

Revenue and Revenue Recognition – The Corporation recognizes contributions when cash, securities, or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met. Service fees are recognized in the period in which the related services are performed.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Property and Equipment – Property and equipment are stated at cost. The Corporation capitalizes all acquisitions of property and equipment with a unit cost of \$5,000 or more. All property and equipment items are depreciated according to the straight-line method ratably over their estimated useful lives, which range from 30-50 years for buildings, 5-28 years for building renovations, 2-10 years for equipment and 5 years for vehicles. Depreciation expense totaled \$695,597 and \$656,151 for the years ended October 31, 2022 and 2021, respectively.

Restricted and Unrestricted Revenue and Support – Contributions received are recorded as support without donor restrictions or support with temporary or permanent restrictions, depending on the existence and/or nature of any donor restrictions.

Support that is unrestricted by the donor is reported as an increase in net assets without restrictions. All donor-restricted support is reported as an increase in net assets with temporary or permanent restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends, or purpose restriction is accomplished) net assets with temporary restrictions are reclassified to net assets without restrictions and reported in the consolidated statements of activities as net assets released from restrictions. Contributions received with donor-imposed conditions and restrictions that are met in the same reporting period are reported as support without donor restrictions and increase net assets without donor restrictions.

Debt Issuance Costs – Debt issuance costs incurred in connection with the issuance of long-term debt are capitalized and amortized to interest expense over the term of the debt using the straight-line method. The unamortized amount is presented as an asset on the balance sheet.

Deferred Revenue – The Corporation records unexpended grant awards that were received prior to year-end as deferred revenue until related services are performed, at which time they are recognized as revenue.

Use of Estimates – The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

In-kind Contributions and Expenses – Professional services, space, supplies, and other donated items used for program purposes are presented in the consolidated financial statements at estimated fair market value and recorded when received.

Recent Accounting Pronouncements:

Contributed Nonfinancial Assets – On November 1, 2021, the Corporation adopted Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The purpose of ASU 2020-07 is to clarify the presentation and disclosure of contributed nonfinancial assets with an intention to provide the reader of the financial statements a clearer understanding of what type of nonfinancial assets were received and how they are used and recognized by the Not for Profit. The standard was adopted on a retrospective basis. The adoption resulted in reclassifications on the consolidated statements of activities with no effect on net assets.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

DESCRIPTION OF PROGRAMS, CONTINUED

Recent Accounting Pronouncements, Continued:

Leases – In February 2016, the FASB issued ASU 2016-02, *Leases*. This new standard will provide users of the consolidated financial statements a more accurate picture of the assets and the long-term financial obligations of companies that lease. Leases with terms exceeding 12 months will be reported on the consolidated statement of financial position of the company. Lessors will see some changes, too, largely made to align with the revised lease model. For nonpublic companies, the new leasing standard will apply for fiscal years beginning after December 15, 2021. Management is currently evaluating the impact of adoption on its consolidated financial statements.

DESCRIPTION OF PROGRAMS

Economic Opportunity – Economic Opportunity connects people in need with programs and services that offer help through financial assistance, referrals, education, and advocacy. The program is designed to assess each client's/household's particular set of needs and provide support ranging from crisis intervention (immediate need for fuel, food, emergency shelter, etc.) to case management. The goal is to help individuals and their families achieve independence and financial stability. Other programs that fall under the Economic Opportunity umbrella include Homebuyer Education, Foreclosure Prevention, and York County CA\$H (Creating Assets Savings and Hope), a financial capability education program, which includes free tax preparation, financial coaching and workshops aimed at helping clients develop financial goals to build assets. In addition, Economic Opportunity provides the case management and coaching support for individuals and families housed within YCCAC's various affordable housing which includes A Place for Us, Patriot Place, and Crider Gardens.

Children's Services/Head Start – Head Start/Early Head Start (HS/EHS) is a federally funded early childhood education program that works to enhance children's physical, emotional and cognitive development and supports parents as the primary teachers of children. Early Head Start serves children 6 weeks up to age three, while Head Start serves children from ages three to five years. Head Start and Early Head Start programs also strive to ensure that each child is enrolled in a medical home and receives regular oral health care as a means to support mental and developmental preparedness for learning.

WIC – Women, Infants, and Children (WIC) works with prenatal women, infants, and children from birth to age five. WIC offers one-on-one health and nutrition counseling and breastfeeding support. WIC also helps parents and foster parents pay for nutritious food and formula if breastfeeding is not an option. Nutrition professionals monitor weight, immunizations, and dietary needs to achieve optimal health.

Energy and Rent Relief Services – Energy Services provides home heating and energy assistance. The program administers the Federal Low-Income Heating and Energy Assistance Program (LIHEAP), Energy Crisis Intervention Program (ECIP), Central Heating Improvement Program (CHIP), and the Weatherization Assistance Program. These federally funded programs provide benefits to income-eligible households to help cover the cost of home heating. Energy Services also administers the Low-Income Assistance Plan (LIAP), which provides benefits to consumers with high electric bills, and Weatherization Assistance, which helps to reduce energy consumption. Additionally, this program has provided COVID funded Rental Relief programs to households affected by COVID.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

DESCRIPTION OF PROGRAMS, CONTINUED

Transportation – Transportation services help York County residents to be self-sufficient by providing transportation to community services and other destinations which they would otherwise not be able to reach. All the transportation services are open to the general public. The Sanford Transit offers year-round service from Springvale to South Sanford. The Southern Maine Connector provides weekday service between Sanford, Biddeford, and Saco, connecting to all Biddeford-Saco-Old Orchard Beach Transit routes. The WAVE (Wheels to Access Vocation & Education) operates daily scheduled transportation between Sanford-Wells and Sanford-Biddeford. The Shoreline Explorer shuttle offers a year-round shuttle service between Sanford and Wells. The Shoreline Explorer trolley is a seasonal service along the coast connecting York to Kennebunk. Local Rides Program provides transportation for medical and shopping needs for sixteen communities on scheduled days of the week. Transportation also provides rides to medical and related appointments (including cancer treatment) through the privately funded York County Transport and the Connecting to Cancer Care programs. In addition, Transportation maintains contracts with a small number of agencies, including Child Development Services and the Maine Department of Health and Human Services to provide non-emergency medical transportation to low-income residents.

Health Services – Nasson Health Care is a Federally Qualified Health Center. Nasson operates sites in Springvale and Biddeford. As a nationally recognized patient-centered medical home, Nasson provides a comprehensive range of primary care services for patients in all stages of life - from Well Child check-ups to Medicare wellness visits. Nasson's team-based approach ensures that patients receive well-coordinated care that addresses the patient's complete health and wellness picture. Behavioral health is fully integrated with primary care, including care management and other supportive services to help patients manage chronic conditions, and achieve their health and wellness goals. Nasson's dental program offers a large array of services, from exams and cleanings, to restorative procedures, partials, and emergency dental care. Nasson Health Care routinely screens medical, behavioral health, and dental patients for significant social determinants of health, and makes appropriate referrals, as necessary.

Housing PPAS, LP – Patriot Place is a low-income rental community of three high rise apartment buildings with a total of 40 one, two, and three-bedroom apartment homes. Sitting right off Main Street in Sanford, Maine, the property has become a centerpiece of the developing neighborhood. Resident families enjoy a quiet atmosphere, a fenced-in playground and a conveniently located school bus stop at the edge of the property.

CONCENTRATIONS OF CREDIT RISK FROM CASH DEPOSITS IN EXCESS OF INSURED LIMITS

The Corporation currently maintains its cash balances in financial institutions located in Maine. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Corporation has a sweep agreement in effect for the years ended October 31, 2022 and 2021, to insure cash deposits over the FDIC limit.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

AVAILABILITY AND LIQUIDITY

The Corporation regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Corporation has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities, and lines of credit. See note on page 13 for information about the Corporation's line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Corporation considers all expenditures related to its ongoing activities of providing services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Corporation operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. The consolidated statements of cash flows identify the sources and uses of the Corporation's cash and shows cash generated by (used in) operations for fiscal years 2022 and 2021.

As of October 31, 2022, the following table shows the total financial assets held by the Corporation and the amounts of those financial assets, which could readily be made available within one year of the balance sheet date to meet general expenditures:

Financial assets at year-end:

Cash and cash equivalents	\$ 4,313,697
Accounts and grants receivable, net	4,613,864
Investments	387,217
Total financial assets	9,314,778

Less amount not available to be used within one year:

Net assets with temporary donor restrictions	(206,713)
Security deposits, reserves, and escrow	(259,337)
Total not available for general use	(466,050)

Financial assets available to meet expenditures over the next 12 months

\$ 8,848,728

YCCAC's financial assets approximate 2 months of operating expenses at October 31, 2022.

LINE OF CREDIT

The Corporation has a \$2,000,000 revolving line of credit at October 31, 2022. Advances are payable on demand including interest at the ICE LIBOR rate (at 6.75% October 31, 2022) as published by Bloomberg and are unsecured. The line of credit agreement expires June 30, 2023. At October 31, 2022 and 2021, the line of credit had an outstanding balance of \$0. Subsequent year end, the Corporation renewed this line of credit through June 30, 2025.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

INVESTMENTS

Fair Value Measurements

The Corporation reports under the Fair Value Measurements, which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Corporation has the ability to access.

Level 2 - Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value:

Money Market, Equities, Fixed Income: Valued at the closing price reported on the active market on which the individual securities are traded.

The method described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Corporation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

INVESTMENTS, CONTINUED

Assets held in the investment account were as follows:

Investments at Fair Value as of October 31, 2022:

	Level 1	Level 2	Level 3	Total
Money Markets	\$ 78,196	-	-	78,196
Equities	191,684	-	-	191,684
Fixed Income	117,337	-	-	117,337
Total	\$ 387,217	-	-	387,217

Investments at Fair Value as of October 31, 2021:

	Level 1	Level 2	Level 3	Total
Money Markets	\$ 50,022	-	-	50,022
Equities	284,599	-	-	284,599
Fixed Income	90,474	-	-	90,474
Total	\$ 425,095	-	-	425,095

LONG-TERM DEBT

Long-term Debt

At October 31, long-term debt consisted of the following:

	2022	2021
\$427,808 note payable to a bank, payable in monthly installments of \$2,777 including interest at 4.83% through February 26, 2023; secured by property. YCCAC refinanced this note on March 27, 2023 at a rate of 6.54% through March 26, 2033; secured by property.	\$ 289,560	308,206
\$1,449,093 bond issued in September 2013 to re-finance property. Monthly average payments are approximately \$8,500 based on a fixed rate of 3.52%, matures December 5, 2023; secured by property. YCCAC intends to refinance these bonds in FY2023 when they mature.	937,273	1,003,583
\$32,802 note payable to Ford Credit, payable in monthly installments of \$636 with 5.99% interest through September 7, 2022; secured by an automobile.	-	6,772
\$200,000 note payable to Genesis Community Loan Fund, payable in principal and 5.5% interest-fixed installments of \$890 through August 17, 2023, at which time the principal is due in full; secured by property in Sanford, Maine.	112,732	117,081

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

LONG-TERM DEBT, CONTINUED

<p>\$2,030,487 Payment Protection Program loan to a bank, forgivable if spent in accordance with terms. The remainder is subject to 1.0% interest and is unsecured. \$1,389,824 was forgiven January 5, 2022. This forgiveness was recognized in FY2021, as conditions for forgiveness had been met. The remainder was paid in full on January 31, 2022 and is classified with current liabilities at October 31, 2021.</p>	-	640,663
<p>\$255,000 note payable to a bank with interest only payments at 4.25% through June 2021, followed by fixed monthly payments of \$1,926 through June 2036; secured by property in Sanford, Maine.</p>	236,963	249,716
<p>\$900,000 note payable to Maine State Housing Authority, with no interest due and forgivable in June 2050, provided the terms are met; secured by property in Sanford, Maine.</p>	900,000	900,000
<p>\$108,982 note payable to Maine State Housing Authority with \$45,451 drawn down through October 31, 2021, with no interest due and forgivable in June 2050, provided the terms are met; secured by property in Sanford, Maine.</p>	108,982	45,451
<p>\$160,000 note payable to FHLB with no interest due and forgivable in November 2035, provided the terms are met; secured by property in Sanford, Maine.</p>	160,000	160,000
<p>\$210,000 note payable to Maine State Housing Authority, payable in monthly installments of \$1,259 with 6.00% interest through January 1, 2036; secured by property in Sanford, Maine.</p>	136,514	143,212
<p>\$3,500,000 note payable to Maine State Housing Authority, non-interest bearing, and payments are deferred through January 1, 2036 when it is due in full; secured by property in Sanford, Maine.</p>	3,500,000	3,500,000
<p>Total</p>	6,382,024	7,074,684
<p>Less: current portion</p>	1,359,824	756,027
<p>Long-term debt</p>	\$ 5,022,200	6,318,657

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

LONG-TERM DEBT, CONTINUED

Maturities on long-term debt are as follows:

Year ending October 31:	
2023	\$ 1,359,824
2024	21,249
2025	22,344
2026	23,468
2027	24,651
Thereafter	4,930,488
Total	\$ 6,382,024

DERIVATIVE INSTRUMENTS

The Corporation makes limited use of derivative instruments for purpose of managing interest rate risks. YCCAC entered into an interest rate swap agreement to reduce the impact of changes in interest rates on bonds payable in December 2013. At October 31, 2022 and 2021, the Corporation had one outstanding interest rate swap agreement with a commercial bank, having a total notional amount of \$937,273 and \$1,003,583 respectively. The interest rate swap contract requires payment of a variable rate of interest [London Interbank Offered Rate ("LIBOR") BBA 67%] and the receipt of a fixed rate (3.52%) of interest on the notional amount of indebtedness. The Corporation pays or receives any difference in interest on a quarterly basis. This amount is charged or credited to interest expense in the consolidated statements of activities. The interest rate swap agreement is scheduled to mature in December 2023. The Corporation is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreements. However, the Corporation does not anticipate nonperformance by the counterparty.

CONCENTRATION IN REVENUES

Of the revenues received by the Corporation in fiscal years 2022 and 2021, approximately 84% and 76%, respectively, were from state and federal funded grants and contracts. Changes in reimbursement methods or reductions in available funds could adversely affect operations if alternative funding sources are not readily available.

ANNUITY PLAN

YCCAC has a Tax Deferred Annuity Plan under Section 403(b) of the Internal Revenue Code. This plan covers substantially all its employees subject to attaining age 18, working at least 1000 hours in a computation period, and having completed at least a year of service to be eligible to receive a matching contribution from the Corporation. Employees benefit when deferring compensation of 1%-6% as a pre-tax savings and/or Roth contribution and receive a safe harbor match on this contribution of 1.17%-7.02%. During the years ended October 31, 2022 and 2021, the Corporation's pension plan expenses were \$432,646 and \$387,246, respectively.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following funds at October 31:

	2022	2021
Energy Services	\$ 39,989	14,646
Emergency Services	89,717	157,385
Transportation	25,551	13,700
Children Services	18,735	2,731
Other	32,721	17,922
Total	\$ 206,713	206,384

Net assets released from donor restrictions consist of the following funds for the year ended October 31:

	2022	2021
Energy Services	\$ 26,371	35,354
Emergency Services	68,168	72,832
Transportation	28,149	-
Children Services	-	1,456
Other	88,453	15,724
Total	\$ 211,141	125,366

LEASES

The Corporation has noncancelable operating leases for space that are scheduled to expire at various dates through June 30, 2025. The leases can be extended beyond the initial term upon mutual agreement of the parties. Rental expenses for those leases were \$278,726 and \$274,726, respectively, for the years ended October 31, 2022 and 2021.

Future minimum lease payments under operating leases that have remaining terms in excess of one year beyond October 31, 2022, are:

Year ending October 31:		
2023	\$	284,447
2024		262,517
2025		173,637
2026		4,980
2027		1,245
Total	\$	726,826

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

NON-CASH DONATIONS

The Corporation received the following in-kind donations which have been reflected in the consolidated financial statements at their estimated fair market value for the years ended October 31:

	<u>2022</u>	<u>2021</u>
Children's Services - Space	\$ 225,862	241,045
Health Services - Pharmaceuticals	229,899	171,810
Total	\$ 455,761	412,855

The assets given are utilized to carry out the mission of the Corporation in the above programs. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Corporation in its Children's Services' Head Start program. YCCAC received \$27,194 and \$2,495 worth of non-professional volunteer services during the years ended October 31, 2022 and 2021, respectively. These amounts are not included in the amount recognized in the consolidated financial statements at October 31, 2022 and 2021.

COMMITMENTS AND CONTINGENCIES/SUBSEQUENT EVENTS

The Corporation falls under Tier 2 of the *Maine Uniform Accounting and Auditing Practices for Community Agencies*. This is a rulemaking established by the State of Maine. Under Tier 2, the State will conduct a review of the audit of pass-through federal and direct state funds conducted by the independent auditors. As of this date it is not possible to determine liabilities, if any, that may arise from future reviews. No estimate has been made in the consolidated financial statements for potential adjustments which may result from the State's review of the year ended October 31, 2022. All years through October 31, 2021 have been reviewed by the State and are considered finalized.

Under the terms of the Mortgage and Security Agreement with MaineHousing, PPAS, LP is required to make deposits to an escrow account to fund expected future costs of \$1,605 monthly (currently), increasing by 3% annually. The balance of the replacement reserve was \$86,422 at December 31, 2022.

Under the terms of the PPAS, LP Partnership Agreement and an Operating Deficit Account agreement with MaineHousing, an Operating Deficit Escrow was established in the amount of \$119,634 to be held by MaineHousing. The reserve may be used for operations only with written consent of the Limited Partner. The account must remain open for the term of the Partnership.

Pursuant to a MaineHousing Rental Loan Program Financial Assistance Agreement with PPAS, LP, the Partnership must maintain two one-bedroom and three two-bedroom residential units in the project to be occupied by individuals whose income is 50% or less of area of median income and are rent restricted. The remaining thirty-five units must be occupied by individuals whose income is 60% or less of the area median income.

Pursuant to PPAS, LP's Federal Home Investment Partnership Program Match Compliance Agreement with MaineHousing, twenty-five units in the Development must be FedHOME Match Units. At least five of the FedHOME Match units must be occupied by individuals or families whose income is at or below 50% of area median income and the remaining FedHOME Match units must be occupied by individuals or families whose income is at or below 60% of area median income.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Notes to Financial Statements

COMMITMENTS AND CONTINGENCIES/SUBSEQUENT EVENTS, CONTINUED

Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before consolidated financial statements are issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statements of financial position dates, including the estimates inherent in the process of preparing consolidated financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date but arose after that date. Management has evaluated subsequent events through the report date, which is the date the October 31, 2022 consolidated financial statements were available for issuance.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Consolidating Statements of Financial Position
October 31, 2022

(with comparative totals for 2021)

	2022				2021
	YCCAC	PPAS, LP	Eliminations	Total	Total
ASSETS					
Current assets:					
Cash, cash equivalents, and restricted cash	\$ 4,008,820	304,877	-	4,313,697	8,762,124
Accounts and grants receivable (net of allowances of \$215,360 and \$306,684, respectively)	4,569,758	44,106	-	4,613,864	2,303,860
Due from related party	9,900	-	(9,900)	-	-
Investments	387,217	-	-	387,217	425,095
Inventory	2,888	-	-	2,888	2,873
Prepaid expenses	144,025	11,135	-	155,160	99,435
Total current assets	9,122,608	360,118	(9,900)	9,472,826	11,593,387
Property and equipment:					
Land	417,000	957,613	-	1,374,613	1,374,613
Buildings and improvements	6,102,720	4,427,325	-	10,530,045	10,293,130
Equipment	2,147,764	227,538	-	2,375,302	2,014,572
Vehicles	1,902,153	-	-	1,902,153	1,806,168
	10,569,637	5,612,476	-	16,182,113	15,488,483
Less accumulated depreciation	(4,710,524)	(2,319,952)	-	(7,030,476)	(6,179,417)
Net property and equipment	5,859,113	3,292,524	-	9,151,637	9,309,066
Other assets:					
Construction in progress	-	-	-	-	-
Bond issuance cost (net of amortization of \$31,184 and \$27,667, respectively)	38,762	-	-	38,762	42,259
Debt issuance costs	-	2,653	-	2,653	2,859
Derivative financial instrument asset	11,588	-	-	11,588	33,532
Work in progress - Direct Client	24,022	-	-	24,022	308,573
Total other assets	74,372	2,653	-	77,025	387,223
Total assets	\$ 15,056,093	3,655,295	(9,900)	18,701,488	21,289,676
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	\$ 1,352,713	7,111	-	1,359,824	756,027
Due to related party	-	9,900	(9,900)	-	-
Accounts payable	923,741	27,640	-	951,381	853,482
Accrued expenses	1,186,763	685	-	1,187,448	1,179,030
Deferred revenue	3,753,916	708	-	3,754,624	5,436,883
Tenant security deposits	-	36,347	-	36,347	33,501
Total current liabilities	7,217,133	82,391	(9,900)	7,289,624	8,268,923
Non-current liabilities:					
Long-term debt, net of current portion	1,392,797	3,629,403	-	5,022,200	6,318,657
Total liabilities	8,609,930	3,711,794	(9,900)	12,311,824	14,577,580
Net assets:					
Without donor restriction	6,239,450	(56,499)	-	6,182,951	6,505,712
With donor restrictions	206,713	-	-	206,713	206,384
Total net assets	6,446,163	(56,499)	-	6,389,664	6,712,096
Total liabilities and net assets	\$ 15,056,093	3,655,295	(9,900)	18,701,488	21,289,676

See auditors' report.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Consolidating Statements of Activities
Year Ended October 31, 2022
(with comparative totals for 2021)

	2022			Total	2021
	YCCAC	PPAS, LP	Eliminations		Total
OPERATING ACTIVITIES:					
WITHOUT DONOR RESTRICTIONS:					
Support and revenue:					
Government grants	\$ 51,062,460	-	-	51,062,460	36,601,033
MaineCare fees	3,847,479	-	-	3,847,479	2,758,572
County and municipal	244,419	-	-	244,419	217,263
Gain (loss) on disposal/sale of fixed assets	-	-	-	-	8,569
In-kind contributions	455,761	-	-	455,761	412,855
Rental income	-	431,791	-	431,791	416,327
All other revenue	2,781,954	11,312	(24,030)	2,769,236	2,615,308
Total support and revenue	58,392,073	443,103	(24,030)	58,811,146	43,029,927
Net assets released from restrictions	211,141	-	-	211,141	125,366
Total support, revenue, and reclassifications	58,603,214	443,103	(24,030)	59,022,287	43,155,293
Expenses:					
Program services:					
Economic opportunity	1,591,424	-	-	1,591,424	1,245,017
Children's services/Head Start	4,249,303	-	-	4,249,303	3,828,433
WIC	2,197,308	-	-	2,197,308	2,044,511
Energy and Rent Relief services	37,053,174	-	-	37,053,174	20,820,222
Transportation	2,647,421	-	-	2,647,421	2,652,848
Health services	7,955,850	-	-	7,955,850	6,857,857
Housing	-	406,380	-	406,380	373,191
Total program services	55,694,480	406,380	-	56,100,860	37,622,079
Supporting services:					
Management & general	3,072,131	126,892	(24,030)	3,174,993	2,519,267
Resource development	-	-	-	-	-
Total supporting services	3,072,131	126,892	(24,030)	3,174,993	2,519,267
Total expenses	58,766,611	533,272	(24,030)	59,275,853	40,141,346
Change in net assets from operations	(163,397)	(90,169)	-	(253,566)	3,013,947
NONOPERATING ACTIVITIES:					
Unrealized gain (loss) on derivative financial instrument	(21,944)	-	-	(21,944)	(26,250)
Unrealized gain (loss) on investments	(47,251)	-	-	(47,251)	52,778
Total nonoperating activities	(69,195)	-	-	(69,195)	26,528
Change in net assets without donor restrictions	(232,592)	(90,169)	-	(322,761)	3,040,475
WITH DONOR RESTRICTIONS:					
Contributions	211,470	-	-	211,470	136,080
Net assets released from restriction:					
Energy services	(26,371)	-	-	(26,371)	(35,354)
Emergency services	(68,168)	-	-	(68,168)	(72,832)
Transportation	(28,149)	-	-	(28,149)	-
Children services	-	-	-	-	(1,456)
Other	(88,453)	-	-	(88,453)	(15,724)
Total net assets released from restriction	(211,141)	-	-	(211,141)	125,366
Change in net assets with donor restrictions	329	-	-	329	10,714
Change in net assets	(232,263)	(90,169)	-	(322,432)	3,051,189
Net assets, beginning of year	6,678,426	33,670	-	6,712,096	3,660,907
Net assets, end of year	\$ 6,446,163	(56,499)	-	6,389,664	6,712,086

See auditors' report.

YORK COUNTY COMMUNITY ACTION CORPORATION AND AFFILIATE
Consolidating Statements of Cash Flows
Year Ended October 31, 2022
(with comparative totals for 2021)

	2022				2021
	YCCAC	PPAS, LP	Eliminations	Total	Total
Cash flows from operating activities:					
Change in net assets	\$ (232,263)	(90,169)	-	(322,432)	3,051,189
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:					
Depreciation and amortization	695,597	138,327	-	833,924	781,247
(Gain) loss on disposal/sale of fixed assets	-	-	-	-	(8,569)
Unrealized (gain) loss on derivative financial instrument	21,944	-	-	21,944	26,250
Unrealized (gain) loss on investments	47,251	-	-	47,251	(52,778)
Granted vehicles	-	-	-	-	(694,006)
Forgiveness of debt	-	-	-	-	(1,389,824)
Partnership expenses	-	24,030	(24,030)	-	-
(Increase) decrease in:					
Accounts and grants receivable	(2,282,459)	(27,545)	-	(2,310,004)	(709,379)
Due from related party	-	-	-	-	-
Inventory	(15)	-	-	(15)	(1,333)
Prepaid expenses	(53,638)	(2,087)	-	(55,725)	(25,864)
Work in progress - direct client	284,551	-	-	284,551	(190,467)
Increase (decrease) in:					
Accounts payable	89,979	(6,580)	-	83,399	421,427
Due to related party	-	-	-	-	-
Accrued expenses	8,452	(34)	-	8,418	131,662
Deferred revenues	(1,682,012)	(247)	-	(1,682,259)	4,797,993
Tenant security deposits	-	2,846	-	2,846	489
Net cash provided by (used in) operating activities	(3,102,613)	38,541	(24,030)	(3,088,102)	6,137,059
Cash flows from investing activities:					
Sale of investments	123,119	-	-	123,119	58,464
Purchases of investments	(132,492)	-	-	(132,492)	(61,833)
Purchase of property and equipment	633,196	25,096	-	658,292	984,629
Net cash used in investing activities	(642,559)	25,096	-	(617,463)	(987,998)
Cash flows from financing activities:					
Proceeds (repayment) of long-term debt, net	(685,962)	(6,698)	-	(692,660)	343,194
Investor service and management fees	-	24,030	24,030	-	-
Net cash provided (used in) by financing activities	(685,962)	(30,728)	24,030	(692,660)	343,194
Increase (decrease) in cash, cash equivalents, and restricted cash	(4,431,144)	(17,283)	-	(4,448,427)	5,492,255
Cash, cash equivalents, and restricted cash, beginning of year	8,439,964	322,160	-	8,762,124	3,269,869
Cash, cash equivalents and restricted cash, end of year	\$ 4,008,820	304,877	-	4,313,697	8,762,124
Supplemental cash flow disclosures:					
Cash paid during the year for interest	\$ 6,331	8,378	-	14,709	58,307
Cash paid during the year for income taxes	1,567	-	-	1,567	-
Non-cash investing activities					
Forgiveness of debt	-	-	-	-	1,389,824
Granted vehicles	-	-	-	-	694,006

See auditors' report.

ITEM #3: (a.) Minutes

Town of Lyman
Select Board Meeting Minutes
Monday October 16th, 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
Select Board Meeting Minutes
Monday October 16th, 2023 – Lyman Town Hall

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 20th 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 permean 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
Select Board Meeting Minutes
Monday October 16th, 2023 – Lyman Town Hall

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 30th and will look into the Land Study. The Budget Committee has their quarterly meeting on the 30th 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 2nd, 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.**

Town of Lyman
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Monday October 16th, 2023 – Lyman Town Hall

Amber Swett

Rusty “Ralph” Blackington

Jessica Picard

Thomas Hatch

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 16th, 2023

Lindsay Gagne

ITEM #3: (b.) Minutes

Town of Lyman
Select Board Meeting Minutes
Monday November 6th, 2023 – Lyman Town Hall

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

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

ITEM #1

SPECIAL OFFERS/ PRESENTATIONS

a. RSU #57 Presentation on Adult Education Programs

Adam Goude – States RSU 57 provides different types of adult education to the community that include high school equivalency education and other quality of life classes such as wreath making and workforce training programs which they partner with local businesses. Information on their programs can be found at <https://massabesic.maineadulted.org/>

b. Lyman Historical Society Presents: History of John Burbank

Steve Lord – In light of Veterans Day they have a presentation to the board regarding John Burbank, a Revolutionary War Veteran. The Historical Society has posted on their Web Page information of their presentation. John Burbank signed on to the crew of The Dalton then was later imprisoned as a prisoner of war in the Old Mill Prison in Plymouth England where he remained for two years until a prisoner exchange was arranged by Benjamin Franklyn. He later signs on as Master Sergeant of Arms on the Bonhomme Richard under Captain John Paul Jones. After his service John Burbank moved to Lyman and lived to be over 90 years old. The Cemetery Committee has made arrangements to repair the Burbank Headstone that was damaged and will be raising donations for the other headstones that were damaged.

Millet Day – The Historical Society has made a donation on behalf of society for the restoration of those stones.

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

Joe Wagner – Thanks Don Hernon for his service in the Naval Academy. States the Town Clerk Position is responsible for vital records, business licenses, hunting & fishing Licenses, ATV, boat, and snowmobile registrations, and coordinating elections and training of election clerks. Other services include administration of oaths and preparation of state reports. The intent of the article language at Town Meeting was not to exclude other duties such as working at the counter.

Susan Briggs – States what’s in the packet tonight was a study that addresses payments taken at the counter and does not include elections or other duties. The Town Clerk position should be a full-time position. She asks if the Town Manager is performing these duties at the counter for this year.

Carol Baker Roux – States the board was elected in good faith by the voters of Lyman and asks that the board hire a full-time Town Clerk.

b. Mail •Lifeflight •MBH letter •SMVMCA Letter •York County Sherrif October Report Reviewed in Agenda Packet.

ITEM #3

MINUTES

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

Discussion to table to the next meeting as there are not enough board members present from the last meeting to vote on approving the minutes.

Town of Lyman
Select Board Meeting Minutes
Monday November 6th, 2023 – Lyman Town Hall

ITEM #4

SIGN WARRANTS

a. **Payroll Warrant #16 in the amount of \$27,785.22**

Amber Swett – Motions to approve. Jessica Picard seconds.

Victoria Gavel – Asks why there are two totals at the bottom.

Jeanette Lemay – States the Town pays Maine Municipal Employee Health Trust out of the AP Warrant then for employees who have additional coverage over an above what the Town pays for; this is then deducted from their payroll, explaining the difference between the two numbers in the Payroll Warrant.

Motion passes: 4-0-0

b. **Accounts Payable Warrant #17 (FY2024) in the amount of \$890,590.45**

Victoria Gavel – States one of the checks is made out to her cousin who did a land survey and wanted to disclose this to the board if any of them were in disagreement to her voting on the warrant. There is discussion among the board and no disagreement on the matter.

Amber Swett – Motions to approve. Jessica Picard seconds the motion.

Amber Swett – States on page 3, there was a payment for Kennebunk Pond Gate for \$100.00 and thought they were all set with the gate for now. She asks why there was payment for snow plowing in the warrant. Also on page four, she asks for clarification on Jessica’s Cleaning service for additional vacuuming.

Jeanette Lemay – States the \$100 should be in the Trash line for trash removal at the park and she will make the change in the warrant. The Plowing contract is paid in installments and that was the first installment that went out. The additional vacuuming is for the winter months when there is an excess of sand and salt that gets tracked in. Since the key situation was straightened out, they have stopped doing the extra vacuuming year round and now have gone back to just the winter clean up.

Motion passes: 4-0-0

ITEM #5

UNFINISHED BUSINESS

a. **Review Planning Board Bylaws**

Victoria Gavel – Motions to accept the draft bylaws as written.

Amber Swett – Seconds the motion. Motion passes: 4-0-0

b. **Franchise Agreement, Discuss next steps**

There is discussion to further review the agreement and verify if “Video Service Provider” is defined in the agreement and if there is a section covering liquidated damages. The board agrees to table the item for further review.

c. **Discussion regarding Town Clerk Position**

Jessica Picard – Suggests doing a workshop with the board to review the information and talk it through as a board.

A workshop has been scheduled for Friday November 17, 2023 at 6:00pm.

ITEM #6

DEPARTMENT AND COMMITTEE REPORTS

a. **Road Commissioner – none**

b. **Fire Chief – none**

c. **CEO – none**

d. **Tax Clerk – none**

e. **Treasurer – Expense Report – Reviewed in Agenda Packet**

f. **Town Manager – Progress Report – Reviewed in Meeting**

Town of Lyman
Select Board Meeting Minutes
Monday November 6th, 2023 – Lyman Town Hall

Victoria Gavel – States the Transfer Station is looking very good but noticed there needs to be some sheet steel installed by one of the compactors.

Jeanette Lemay – States there was some work being done after Victoria Gavel’s visit at the Transfer Station and will check with the Town Manger for clarification.

g. **Other -**

Karen Kane – Kennebunk Pond Committee. States a summary of the project has been updated on the Town’s Website. The committee has made a recommendation to have cameras installed, one by the gate and one in the parking area. There will be monthly costs incurred from internet and IT services and the set up for the cameras is approximately \$4,000. If the board is in agreement, then the committee would move forward and get more information from Bean Data.

Victoria Gavel – Asks if this was part of cutting back some of the other funds for ARPA.

Karen Kane – States the gate project was cut back. The cameras were always a recommendation to monitor the area for vandalism. With the costs brought down on the gate system, the committee figures all costs included will come in under what was originally anticipated.

Jessica Picard – States she would want to ensure there are plans for ongoing costs on the maintenance of the cameras and additional devices.

Karen Kane – States she will work with the committee on getting a final quote for the cameras.

Michelle Felicitti – Bunganut Park Committee. The committee will be working on putting together some history of Bunganut and reviewing the survey results. They are also looking into, with the Town Manager, the Elder Friendly program through AARP and other grants for trail systems. The committee will be looking into five-year and ten-year plans for improvements to the park and potential for community events that will help clean up the park and bring in revenue with fundraising.

ITEM #7

NEW BUSINESS

a. **Appoint Warden for November 7th State Election**

Amber Swett- Makes a motion to Appoint Michelle Felicitti as Warden for November 7th Election.

Jessica Picard – Seconds the motion. Motion passes: 4-0-0

b. **MDOT Request approval for transporting materials, project on Rt 202**

Discussion to table the item until after the State opens bids for contractors.

Jessica Picard – Motion to table the item till next meeting

Amber Swett – Seconds the motion. Motion Passes: 4-0-0

c. **Discussion, holiday gathering event for Town Hall**

Victoria Gavel – States there was good community interaction at the GMFR event and thought it would be fun to have a similar event at the Town Hall to meet the board and departments.

Ralph Blackington – Suggests doing it on a Wednesday night when the Town Hall is open late.

d. **Request for waiver of Hold Harmless Agreement for volunteer work – Victoria Gavel**

Jeanette Lemay – States Victoria Gavel has volunteered to remove the old grills from Bunganut Park if the Board waives all the insurance requirements. There is also a phone line that needs to be installed that needs trenching before the line can be dropped in.

Jessica Picard – Asks if there can be a formal form that is signed off on to waive insurance requirements not specific to Vicky but for use for other volunteers in the future.

Jeanete Lemay - Explains the board can do that but also board members fall under workers comp.

Town of Lyman
Select Board Meeting Minutes
Monday November 6th, 2023 – Lyman Town Hall

Jessica Picard – Motions to waive the Hold Harmless agreement for Victoria Gavel to perform the volunteer work.

Amber Swett – Seconds the motion. Motion passes: 3-0-1 (Ralph Blackington, Amber Swett, Jessica Picard approve; Victoria Gavel abstains.)

e. [Schedule Budget Workshops](#)

Budget Workshops are scheduled for December 12th and December 19th at 6:00pm

OTHER

Amber Swett – Suggests to the board to add to the next workshop on November 17th to talk about getting information out to the community highlighting positive updates.

EXECUTIVE SESSION

ADJOURN

Jessica Picard – Motions to adjourn. Amber Swett seconds. Motions passes: 4-0-0

Amber Swett

Rusty “Ralph” Blackington

Jessica Picard

Thomas Hatch

Victoria Gavel

I, Lindsay Gagne, Town Manager of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 4 pages are the original minutes of the Select Board Meeting dated November 6th, 2023

Lindsay Gagne

ITEM #4: (a.) Payroll Warrant

LYMAN
2:24 PM

Payroll Check Register

Pay Date: 11/15/2023

11/09/2023
Page 1

Check	D / D	Check	Amount	Date	Employee
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Employee Checks

1	89.21	0.00	89.21	11/15/23	070 SUZANNE W BAUER
2	1,794.94	0.00	1,794.94	11/15/23	79 SUSAN J BELLEROSE
3	69.08	0.00	69.08	11/15/23	032 DANA A CARTER
4	1,896.08	0.00	1,896.08	11/15/23	029 BRENDA D CHARLAND
5	1,170.99	0.00	1,170.99	11/15/23	025 THOMAS M CROTEAU
6	2,327.15	0.00	2,327.15	11/15/23	028 LINDSAY GAGNE
7	1,856.44	0.00	1,856.44	11/15/23	016 LAURIE L GONSKA
8	270.12	0.00	270.12	11/15/23	117 PAUL HAKALA
9	98.77	0.00	98.77	11/15/23	069 LORNA J HENLEY
10	256.42	0.00	256.42	11/15/23	007 THOMAS M HOLLAND
11	89.21	0.00	89.21	11/15/23	18 BARBARA E HULL
12	7.85	0.00	7.85	11/15/23	030 EILEEN D KELLY
13	1,520.94	0.00	1,520.94	11/15/23	015 JEANETTE E LEMAY
14	804.53	0.00	804.53	11/15/23	036 JULIE LEMIEUX
15	89.21	0.00	89.21	11/15/23	073 STEPHEN E LORD
16	114.70	0.00	114.70	11/15/23	067 MARGARET C MACDONALD
17	1,274.56	0.00	1,274.56	11/15/23	041 RANDALL L MURRAY
18	417.24	0.00	417.24	11/15/23	19 BRIAN D. RACICOT
19	459.98	0.00	459.98	11/15/23	123 KYLE D RACICOT
20	70.09	0.00	70.09	11/15/23	30 KATRINA C RANDALL
21	299.82	0.00	299.82	11/15/23	002 DAVID W RILEY
22	107.94	0.00	107.94	11/15/23	020 DAVID H SANTORA
23	108.33	0.00	108.33	11/15/23	34 IRENE C SINGLE
24	89.21	0.00	89.21	11/15/23	057 MICHELLE P TATE
25	1,436.78	0.00	1,436.78	11/15/23	037 REBEKAH S THOMPSON
26	284.95	0.00	284.95	11/15/23	40 RAYMOND J VALLIERE
Total	17,004.54	0.00	17,004.54		

Direct Deposit Checks

27	0.00	17,004.54	17,004.54	11/15/23	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	17,004.54	17,004.54		

Trust & Agency Checks

28	0.00	6,208.89	6,208.89	11/15/23	T & A 1 I.R.S.
29	0.00	1,207.74	1,207.74	11/15/23	T & A 3 ICMA
30	0.00	1,122.30	1,122.30	11/15/23	T & A 2 MAINE REVENUE SERVICES
31	0.00	1,578.57	1,578.57	11/15/23	T & A 9 MPERS
Total	0.00	10,117.50	10,117.50		

Payroll Check Register

Pay Date: 11/15/2023

Check	D / D	Check	Amount	Date	Employee
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Summary

Checks:	Regular	0.00	26
	D / D	17,004.54	1
	Employee	17,004.54	
	T & A	10,117.50	4
	Voided		0
	Total	27,122.04	31

WARRANT: 18

Check	D / D	Check	Employee	Gross Pay
1	89.21	0.00	070 SUZANNE W BAUER	96.60
2	1,794.94	0.00	79 SUSAN J BELLEROSE	2,641.01
3	69.08	0.00	032 DANA A CARTER	74.80
4	1,896.08	0.00	029 BRENDA D CHARLAND	2,775.14
5	1,170.99	0.00	025 THOMAS M CROTEAU	1,733.14
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	98.77	0.00	069 LORNA J HENLEY	106.95
10	256.42	0.00	007 THOMAS M HOLLAND	286.85
11	89.21	0.00	18 BARBARA E HULL	96.60
12	7.85	0.00	030 EILEEN D KELLY	8.50
13	1,520.94	0.00	015 JEANETTE E LEMAY	2,405.15
14	804.53	0.00	036 JULIE LEMIEUX	1,097.25
15	89.21	0.00	073 STEPHEN E LORD	96.60
16	114.70	0.00	067 MARGARET C MACDONALD	124.20
17	1,274.56	0.00	041 RANDALL L MURRAY	1,960.80
18	417.24	0.00	19 BRIAN D. RACICOT	507.36
19	459.98	0.00	123 KYLE D RACICOT	552.00
20	70.09	0.00	30 KATRINA C RANDALL	75.90
21	299.82	0.00	002 DAVID W RILEY	324.66
22	107.94	0.00	020 DAVID H SANTORA	116.88
23	108.33	0.00	34 IRENE C SINGLE	117.30
24	89.21	0.00	057 MICHELLE P TATE	96.60
25	1,436.78	0.00	037 REBEKAH S THOMPSON	2,200.14
26	284.95	0.00	40 RAYMOND J VALLIERE	308.55
27	0.00	17,004.54	D / D 1 BIDDEFORD SAVINGS BANK	
28	0.00	6,208.89	T & A 1 I.R.S.	
29	0.00	1,207.74	T & A 3 ICMA	
30	0.00	1,122.30	T & A 2 MAINE REVENUE SERVICES	
31	0.00	1,578.57	T & A 9 MPERS	

WARRANT: 18

Check	D / D	Check	Employee	Gross Pay
Total	17,004.54	27,122.04		24,310.86

Put into A/P	10,586.01
Taken out of A/P	(10,117.50)
Total Payroll	27,590.55

Count	
Checks	31

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
10:16 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

11/16/2023
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9999	1,240.61	11/20/23	19	0091 CENTRAL MAINE POWER, INC.
P	10166	10,523.17	11/03/23	19	0569 SECRETARY OF STATE
P	10167	18,319.52	11/14/23	19	0569 SECRETARY OF STATE
R	10168	188.17	11/20/23	19	0218 AMAZON CAPITAL SERVICES
R	10169	413.50	11/20/23	19	0170 BRENDA CHARLAND
R	10170	3,875.00	11/20/23	19	0335 C.I.A. SALVAGE INC
R	10171	31.10	11/20/23	19	0994 CINTAS CORPORATION- # 758
R	10172	520.00	11/20/23	19	0133 DAVID W. RILEY
R	10173	89.90	11/20/23	19	0090 DOWNEAST FLOWERS
R	10174	7,446.10	11/20/23	19	0024 EASTERN SALT COMPANY INC
R	10175	13,226.54	11/20/23	19	0500 ECOMAINE
R	10176	5,000.00	11/20/23	19	0300 ELITE ELECTRIC
R	10177	520.00	11/20/23	19	0006 ELM STREET VAULT INC
R	10178	49.16	11/20/23	19	0147 GONETSPEED
R	10179	55,874.64	11/20/23	19	0233 GOODWINS MILLS FIRE & RESCUE
R	10180	154.74	11/20/23	19	0000 HYGRADE BUSINESS GROUP
R	10181	3,980.00	11/20/23	19	0125 JAMES H THOMAS
R	10182	20.25	11/20/23	19	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	10183	35.00	11/20/23	19	0282 MAINE IAAO
R	10184	125.97	11/20/23	19	0622 MAINETODAY MEDIA
R	10185	270.00	11/20/23	19	0256 POTTYS-R-US
R	10186	54.00	11/20/23	19	0502 REGISTRY OF DEEDS
R	10187	26.50	11/20/23	19	0502 REGISTRY OF DEEDS
R	10188	195.96	11/20/23	19	0224 SPECTRUM/TIME WARNER CABLE
R	10189	159.60	11/20/23	19	0148 VERIZON WIRELESS
R	10190	207.74	11/20/23	19	0985 WARRENS OFFICE SUPPLIES
P	99999	477.00	11/20/23	19	0095 CARDMEMBER SERVICE
P	99999	15.99	11/20/23	19	0095 CARDMEMBER SERVICE
P	99999	462.00	11/20/23	19	0095 CARDMEMBER SERVICE
P	99999	14.40	11/20/23	19	0095 CARDMEMBER SERVICE
P	99999	22.00	11/20/23	19	0095 CARDMEMBER SERVICE
P	99999	45.00	11/20/23	19	0095 CARDMEMBER SERVICE
Total		123,583.56			

Count

Checks	32
Voids	0

A / P Warrant

Warrant 19

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00218 AMAZON CAPITAL SERVICES						
0273	10168	11	SUPPLIES		1FP6-L7F6-9CKG	
SUPPLIES			E 110-11-60-610		37.94	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		37.94	
0273	10168	11	SUPPLIES		1EMY-V777-F647	
SUPPLIES			E 191-11-70-790		150.23	0.00
			EQUIPMENT / OTHER EQUIP			
			Invoice Total-		150.23	
			Vendor Total-		188.17	
00170 BRENDA CHARLAND						
0273	10169	11	MILEAGE		October	
MILEAGE			E 110-11-90-910		413.50	0.00
			OTHER / MILEAGE/TRAV			
			Vendor Total-		413.50	
00335 C.I.A. SALVAGE INC						
0273	10170	11	HAULING		4112	
MSW HAULING			E 150-31-35-355		2,100.00	0.00
			CTRCT SVS WA / PROF SVS HAU			
WOOD/BULKY HAULING			E 150-31-35-356		700.00	0.00
			CTRCT SVS WA / PROF SVS HW			
RECYCLE HAULING			E 150-31-35-357		525.00	0.00
			CTRCT SVS WA / PROF SVS HR			
CAN RENTAL			E 150-31-35-349		200.00	0.00
			CTRCT SVS WA / PROF SVS CAN			
METAL HAULING			E 150-31-35-359		350.00	0.00
			CTRCT SVS WA / PROF SVS MET			
			Vendor Total-		3,875.00	
00095 CARDMEMBER SERVICE						
0273	99999	11	STAMPS.COM		11/03/2023	
STAMPS.COM			E 110-11-60-650		477.00	0.00
			SUPPLIES / POSTAGE			
			Invoice Total-		477.00	
0273	99999	11	ZOOM SUBSCRIPT 11/10-12/9		INV226770017	
ZOOM SUBSCRIPT 11/10-12/9			E 110-11-32-310		15.99	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		15.99	
0273	99999	11	MICROSOFT 10/13-11/12		E0600PRU5L	
MICROSOFT 10/13-11/12			E 110-11-32-310		462.00	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		462.00	
0273	99999	11	MICROSOFT 10/13-11/12		E0600PS3UE	
MICROSOFT 10/13-11/12			E 110-11-32-310		14.40	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		14.40	
0273	99999	11	MICROSOFT 10/13-11/12		E0600PS3UF	
MICROSOFT 10/13-11/12			E 110-11-32-310		22.00	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		22.00	
0273	99999	11	MAILCHIMP		MC16437545	

A / P Warrant

Warrant 19

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
MAILCHIMP	E 110-11-32-310				45.00	0.00
	CTRCT SVS EQ / PROF SVS					
			Invoice Total-		45.00	
			Vendor Total-		1,036.39	
00091 CENTRAL MAINE POWER, INC.						
0273	9999	11	OCTOBER	401000027603		
3501-2118-408	E 147-22-50-560				73.79	0.00
	UTILITIES / ELECTRICITY					
3501-1893-878	E 147-22-50-560				34.33	0.00
	UTILITIES / ELECTRICITY					
3501-2918-062	E 147-22-50-560				49.84	0.00
	UTILITIES / ELECTRICITY					
3501-6854-669	E 147-31-50-560				219.37	0.00
	UTILITIES / ELECTRICITY					
3501-2614-331	E 147-51-50-560				343.77	0.00
	UTILITIES / ELECTRICITY					
3501-6858-561	E 147-21-50-560				30.91	0.00
	UTILITIES / ELECTRICITY					
3501-2989-030	E 147-11-50-560				436.22	0.00
	UTILITIES / ELECTRICITY					
3001-3752-495	E 147-23-50-560				52.38	0.00
	UTILITIES / ELECTRICITY					
			Vendor Total-		1,240.61	
00994 CINTAS CORPORATION- # 758						
0273	10171	11	Rugs	4173973532		
RUGS-TH	E 141-11-31-310				31.10	0.00
	CTRCT SVS BL / PROF SVS					
			Vendor Total-		31.10	
00133 DAVID W. RILEY						
0273	10172	11	SERVICES	11		
ROADS - SIGNS	E 148-51-60-670				120.00	0.00
	SUPPLIES / SIGNS					
ROADSIDE TRASH PICKUP	E 145-51-31-330				50.00	0.00
	CTRCT SVS BL / WASTE SVS					
MOVING	E 141-11-31-310				350.00	0.00
	CTRCT SVS BL / PROF SVS					
			Vendor Total-		520.00	
00090 DOWNEAST FLOWERS						
0273	10173	11	ARRANGEMENTS	186825		
ARRANGEMENTS	E 110-11-60-610				89.90	0.00
	SUPPLIES / SUPPLIES					
			Vendor Total-		89.90	
00024 EASTERN SALT COMPANY INC						
0273	10174	11	SALT LYMANM05	INV130561		
SALT LYMANM05	E 142-51-31-360				7,446.10	0.00
	CTRCT SVS BL / PLOW & SAND					
			Vendor Total-		7,446.10	
00500 ECOMAINE						
0273	10175	11	WASTE DISPOSAL	BULLYMAN01		
BULLYMAN01 OBW-WOOD	E 150-31-35-351				1,330.26	0.00
	CTRCT SVS WA / PROF SVS TW					

A / P Warrant

Warrant 19

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Invoice Total-					1,330.26	
0273	10175	11	WASTE DISPOSAL	LYMAN_RECYCLE		
RECYCLE	E 150-31-35-352				621.00	0.00
	CTRCT SVS WA / PROF SVS REC					
Invoice Total-					621.00	
0273	10175	11	WASTE DISPOSAL	LYMAN01		
LYMAN01 MSW	E 150-31-35-350				11,275.28	0.00
	CTRCT SVS WA / PROF SVS TIP					
Invoice Total-					11,275.28	
Vendor Total-					13,226.54	
00300 ELITE ELECTRIC						
0273	10176	11	INSTALLATION	1840		
INSTALLATION	E 703-86-90-999				5,000.00	0.00
	CAP IM / RESERVES - OTHER / MISC					
Vendor Total-					5,000.00	
00006 ELM STREET VAULT INC						
0273	10177	11	CULVERT	39450		
CULVERT	E 131-51-40-483				520.00	0.00
	REPAIRS & MA / RDS/REPAIRS					
Vendor Total-					520.00	
00147 GONETSPEED						
0273	10178	11	13668 PHONE	13668		
13668 PHONE	E 150-31-50-580				49.16	0.00
	UTILITIES / COMM					
Vendor Total-					49.16	
00233 GOODWINS MILLS FIRE & RESCUE						
0273	10179	11	CONTRACT PAYMENT			
CONTRACT PAYMENT	E 702-87-90-999				55,874.64	0.00
	GMFR V / RESERVES - G - OTHER / MISC					
Vendor Total-					55,874.64	
00000 HYGRADE BUSINESS GROUP						
0273	10180	11	21516 SUPPLIES	817001		
21516	E 110-11-80-830				154.74	0.00
	ADVER, PRINT / FORMS					
Vendor Total-					154.74	
00125 JAMES H THOMAS						
0273	10181	11	2023 TAX MAPS	1403		
2023 TAX MAPS	E 181-11-33-310				3,980.00	3,980.00
	CONT PROF / PROF SERV					
Vendor Total-					3,980.00	
00322 KENNEBUNK LIGHT & POWER DISTRICT						
0273	10182	11	STREET LIGHTS	2101002-01		
2101002-01	E 147-51-50-560				20.25	0.00
	UTILITIES / ELECTRICITY					
Vendor Total-					20.25	
00282 MAINE IAAO						
0273	10193	11	MEMBERSHIP FEES	01/01-12/31		

A / P Warrant

Warrant 19

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
MEMBERSHIP FEES			E 102-11-20-290		35.00	0.00
			BENEFITS / MEMB & DUES			
			Vendor Total-		35.00	
00622 MAINETODAY MEDIA						
0273	10184	11	AD	0456071		
AD			E 110-11-80-810		70.40	70.40
			ADVER, PRINT / ADVERTISE			
			Invoice Total-		70.40	
0273	10184	11	AD	0462021		
AD			E 110-11-80-810		55.57	55.57
			ADVER, PRINT / ADVERTISE			
			Invoice Total-		55.57	
			Vendor Total-		125.97	
00256 POTTYS-R-US						
0273	10185	11	PORTA-POTS RENTALS	27453		
CHADBOURNE FIELD			E 145-21-35-331		185.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		185.00	
0273	10185	11	PORTA-POTS RENTALS	27487		
KENNEBUNK POND			E 145-23-35-331		85.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		85.00	
			Vendor Total-		270.00	
00502 REGISTRY OF DEEDS						
0273	10186	11	NOTICE OF DECISION	11/02/2023		
NOTICE OF DECISION			E 110-11-39-399		54.00	0.00
			CONT SVS OTH / OTHER			
			Invoice Total-		54.00	
0273	10187	11	TRANSFERS	10/02-11/02		
DISCHARGES			E 110-11-39-399		26.50	0.00
			CONT SVS OTH / OTHER			
			Invoice Total-		26.50	
			Vendor Total-		80.50	
00569 SECRETARY OF STATE						
0273	10166	11	31170	10/27-11/2		
31170			G 1-250-00		10,523.17	0.00
			MTR VEHICLE			
			Invoice Total-		10,523.17	
0273	10167	11	31170	11/02-11/09		
31170			G 1-250-00		18,319.52	0.00
			MTR VEHICLE			
			Invoice Total-		18,319.52	
			Vendor Total-		28,842.69	
00224 SPECTRUM/TIME WARNER CABLE						
0273	10188	11	INTERNET	0010726111223		
202-579149701-001			E 150-31-50-580		195.96	0.00
			UTILITIES / COMM			
			Vendor Total-		195.96	
00148 VERIZON WIRELESS						

A / P Warrant

Warrant 19

Jrnl	Check	Month	Invoice Description	Reference	
Description			Account	Proj	Amount
					Encumbrance
0273	10189	11	6423575065-00001		9948487741
642357065-00001			E 110-11-50-580		159.60
			UTILITIES / COMM		0.00
			Vendor Total-		159.60
00985 WARRENS OFFICE SUPPLIES					
0273	10190	11	SUPPLIES		524004-00
TOWLYM			E 110-11-60-610		207.74
			SUPPLIES / SUPPLIES		0.00
			Vendor Total-		207.74
			Prepaid Total-		31,119.69
			Current Total-		92,463.87
			EFT Total-		0.00
			Warrant Total-		123,583.56

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

TOWM OF LYMAN, BOARD OF SELECTMEN

RALPH BLACKINGTON _____
 THOMAS HATCH _____
 JESSICA PICARD _____
 VICTORIA GAVEL _____
 AMBER SWETT _____

ITEM #5: (a.) 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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DRAFT

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 1st 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

DRAFT

Cable Television Ordinance Town of Lyman

The Town of Lyman, acting through its municipal officers pursuant to 30-A M.R.S.A. §3008(2), hereby enacts the following Cable Television Ordinance:

Section 1 – PURPOSE

The purpose for the ordinance is to provide for Town regulation and use of the cable television system including its construction, operation and maintenance in, along, upon, across, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additions thereof in the Town of Lyman, including poles, wires, cables, underground conduits, manholes, conductors and fixtures necessary for the maintenance and operation in the Town of Lyman, of the cable television systems and to provide conditions accompanying the grant of franchise; and providing for the Town regulation of cable television operation.

Section 2 – DEFINITIONS

“Cable Television System” shall have the same meaning as defined in 30-A M.R.S.A. §3008 as the same may be amended.

“Cable Television Company” shall mean any person, firm, or corporation owning, controlling, operating, managing, or leasing a cable television system within the Town of Lyman, sometimes hereinafter referred to as “the company.”

“Town” shall mean the Town of Lyman, organized and existing under the laws of the State of Maine and the area within its territorial limits.

"Video service provider" means any person that directly or through one or more affiliates sells in the State access to video, audio or computer-generated or computer-augmented entertainment and directly or through one or more affiliates owns or operates facilities located in whole or in part in a municipality's public rights-of-way that are used to provide those services, irrespective of the technology used to deliver such services. "Video service provider" includes, but is not limited to, a cable system operator and a common carrier that operates a cable television system. "Video service provider" does not include:

(1) A commercial mobile service provider, as defined in 47 United States Code, Section 332(d); or

(2) A provider of an Internet access service, as defined in 47 United States Code, Section 231(e)(4), with respect to the provision of the Internet service by the provider.

Section 3 – FRANCHISE REQUIRED

No person, firm or corporation shall install, maintain or operate within the Town or any of its public ways or other public areas any equipment or facilities for the operation of a cable television system unless a franchise authorizing the use of said public ways or areas has first been obtained pursuant to the provision of this Ordinance and unless said franchise is in full force and effect.

Section 4 – FRANCHISE CONTRACT

The municipal officers of the Town may contract on such terms, conditions and fees as they deem in the best interests of the Town and its residents with one or more Cable Television Companies for the operation of a cable television system within the Town, including the granting of a non-exclusive franchise for the operation thereof for a period not to exceed fifteen (15) years.

Applicants for a franchise or franchise renewal shall pay a non-refundable filing fee of \$500 to the Town to defray the cost of public notice and advertising expenses relating to such application. The applicants may also be assessed the cost of attorney fees incurred by the Town of Lyman in connection with the cable franchise application and agreement. The application shall be filed with the Town Clerk and shall contain such information as the Town may require including, but not limited to, a general description of the applicant's proposed operation, a schedule of proposed charges, a statement detailing its previous two fiscal years, an estimated ten year financial projection of its proposed system, its annual Town franchise fee as required by the Town, and the basis for same, and a statement detailing the prior operational experience of the applicant in both the cable television and microwave service including that of its officers, management and staff to be associated with the proposed operations.

Any franchise contract may be revoked by the municipal officers for good and sufficient cause as provided in the franchise contract, after due notice to the company and a public hearing thereon, with the right to appeal to the Superior Court under Rule 80B of the Maine Rules of Civil Procedure.

Section 5 – PUBLIC HEARING

Before issuance of a request for proposals, or during the franchise contract renewal process, the Town shall hold a public hearing with at least seven (7) days advance notice for the purpose of determining any special local needs or interest regarding cable television.

Applications for a franchise to operate a CATV system in the Town and related documents are public records to be filed with and maintained by the Town pursuant to the State Freedom of Access Law, 1 M.R.S.A. § 401 et seq., as amended from time to time.

Before authorizing the issuance of any such franchise contract, including an assignment or a renewal of a franchise contract, the municipal officers shall review the applicant's character, financial and technical qualifications and the adequacy and feasibility of its qualifications to operate a cable television system within the Town, and shall conduct a public hearing thereon with at least seven (7) days advertised notice prior to said public hearing.

Section 6 – PERFORMANCE BOND AND INSURANCE COVERAGE

The Cable Television Company shall provide sufficient insurance to indemnify and hold harmless the Town of Lyman, its agents and its employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, maintenance of the system and damages caused by components or portions thereof, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Cable Television Company and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. Upon the execution of any such franchise contract, the cable television company shall file a surety company performance bond in an amount to be determined by the Board of Selectmen conditioned upon the faithful performance of said contract and full compliance with any laws, ordinances, or regulations governing said franchise. Said performance bond shall remain in effect until the Cable Television Company has completed any construction or reconstruction of the system as set forth in the franchise contract.

The Cable Television Company shall also, upon execution of any such franchise contract, provide evidence of insurance coverage as the Municipal Officers may require.

Section 7 – COMPLIANCE WITH ALL LAWS

Cable Television Companies shall at all times comply with all applicable federal, State and local laws, statutes, rules, regulations, ordinances, codes and orders. All applicable requirements of public and consumer protection laws affecting the provision of cable television services, including without limitation 30-A M.R.S.A. §3008 and §3010, as the same may be amended, are incorporated by reference.

Section 8 -- SEVERABILITY

Should any section or provision of this Ordinance be declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance. This ordinance is effective upon its adoption by the Selectboard, Town of Lyman.

Approved this _____ day of _____, 2023.

Town of Lyman by its Selectboard

_____ **Ralph Blackington**

_____ **Thomas Hatch**

_____ **Jessica Picard**

_____ **Amber Swett**

_____ **Victoria Gavel**

ITEM #6: (d.) Tax Collectors Report

Report to Selectmen
Month of October 2023
2023-2024 Tax Year

Real Estate Tax Commitment -	\$7,871,329.42
Personal Property Tax Commitment –	\$ 39,116.55

Total Tax Commitment: \$7,910,445.97

Supplemental Taxes YTD:	\$ 231.61
Abatements Granted YTD:	\$ 5,050.32
Prior Year(s) Abatement(s) YTD:	\$ 58.50

Real Estate / Personal Property Tax Payments Collected \$1,081,957.71
Includes Current, Delinquent, Prepayments, and Lien Payments for the month.

Monthly Excise Tax

Excise Tax Received	
Vehicles registered here at office:	\$100,053.65
Online Rapid Renewal Service	<u>17,169.00</u>
Total Vehicle Excise	\$117,222.65

Boat Excise	
Boats registered here at office:	\$ 30.40
Online Registration Service	<u>0.00</u>
Total Boat Excise	\$ 30.40

Total Excise \$ 117,253.05

Excise Tax Reimbursement	\$ 5,193.58
Excise Tax Collected by State	

Year-to-date excise collection \$ 358,581.13

Respectfully submitted: Susan J. Bellerose, Tax Collector

Expense Summary Report

FUND: 1
ALL Months

ITEM #6: (e.) Expense Report

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES	596,865.00	100,755.00	687,620.00	220,315.98	0.00	467,304.02
11 - TOWN HALL	337,913.00	100,755.00	438,668.00	153,426.66	0.00	285,241.34
10 - SALARIES	337,913.00	100,755.00	438,668.00	153,426.66	0.00	285,241.34
101 - TOWN MGR	0.00	100,755.00	100,755.00	33,019.20	0.00	67,735.80
103 - TREASURER	62,534.00	0.00	62,534.00	24,051.50	0.00	38,482.50
105 - TAX COLLECT	55,751.00	0.00	55,751.00	19,734.29	0.00	36,016.71
106 - ADMIN CLERK	51,578.00	0.00	51,578.00	9,809.40	0.00	41,768.60
115 - ASSESSOR	75,750.00	0.00	75,750.00	29,134.60	0.00	46,615.40
141 - CEO	65,000.00	0.00	65,000.00	25,000.00	0.00	40,000.00
142 - CEO CLERK	27,300.00	0.00	27,300.00	9,324.00	0.00	17,976.00
143 - ELECTRICIAN	0.00	0.00	0.00	3,353.67	0.00	-3,353.67
13 - ELECTIONS	14,818.00	0.00	14,818.00	2,434.73	0.00	12,383.27
10 - SALARIES	14,818.00	0.00	14,818.00	2,434.73	0.00	12,383.27
182 - BALLOT CLERK	8,478.00	0.00	8,478.00	2,149.35	0.00	6,328.65
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
17 - PLANNING	3,580.00	0.00	3,580.00	1,531.50	0.00	2,048.50
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
18 - APPEALS BD	373.00	0.00	373.00	0.00	0.00	373.00
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
21 - RECREATION	3,960.00	0.00	3,960.00	990.00	0.00	2,970.00
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
31 - TRANSFER STA	124,121.00	0.00	124,121.00	41,970.35	0.00	82,150.65
10 - SALARIES	124,121.00	0.00	124,121.00	41,970.35	0.00	82,150.65
131 - TRF STATION	123,121.00	0.00	123,121.00	41,970.35	0.00	81,150.65
132 - ECO ME REP	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
51 - ROADS	37,905.00	0.00	37,905.00	14,580.00	0.00	23,325.00
10 - SALARIES	37,905.00	0.00	37,905.00	14,580.00	0.00	23,325.00
151 - RD COMM	37,905.00	0.00	37,905.00	14,580.00	0.00	23,325.00
71 - GA	3,394.00	0.00	3,394.00	0.00	0.00	3,394.00
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
72 - ACO	7,458.00	0.00	7,458.00	2,868.50	0.00	4,589.50
10 - SALARIES	7,458.00	0.00	7,458.00	2,868.50	0.00	4,589.50

Expense Summary Report

FUND: 1

ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES CONT'D						
175 - ACO	7,458.00	0.00	7,458.00	2,868.50	0.00	4,589.50
99 - NOT SPECIFIC	53,343.00	0.00	53,343.00	2,514.24	0.00	50,828.76
10 - SALARIES	33,970.00	0.00	33,970.00	2,514.24	0.00	31,455.76
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	1,241.74	0.00	6,258.26
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
102 - BENEFITS	266,347.00	0.00	266,347.00	71,506.48	195.00	191,645.52
11 - TOWN HALL	11,410.00	0.00	11,410.00	1,921.00	120.00	9,369.00
20 - BENEFITS	11,410.00	0.00	11,410.00	1,921.00	120.00	9,369.00
280 - TRAINING	9,515.00	0.00	9,515.00	1,409.00	120.00	7,986.00
290 - MEMB & DUES	1,895.00	0.00	1,895.00	512.00	0.00	1,383.00
13 - ELECTIONS	120.00	0.00	120.00	0.00	0.00	120.00
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
31 - TRANSFER STAT	500.00	0.00	500.00	160.00	75.00	265.00
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
99 - NOT SPECIFIC	254,317.00	0.00	254,317.00	72,425.48	0.00	181,891.52
20 - BENEFITS	254,317.00	0.00	254,317.00	72,425.48	0.00	181,891.52
201 - FICA	51,199.00	0.00	51,199.00	17,237.48	0.00	33,961.52
210 - HEALTH	151,887.00	-250.00	151,637.00	40,799.87	0.00	110,837.13
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	4,407.96	0.00	8,206.04
231 - MPERS ER	29,583.00	0.00	29,583.00	8,400.55	0.00	21,182.45
250 - PTO BUYOUT	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
107 - CITIZENS PT	0.00	60,217.08	60,217.08	0.00	0.00	60,217.08
13 - ELECTIONS	0.00	60,217.08	60,217.08	0.00	0.00	60,217.08
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
107 - CITIZENS PT CONT'D						
211 - DENTAL	0.00	551.76	551.76	0.00	0.00	551.76
231 - MPERS ER	0.00	2,683.20	2,683.20	0.00	0.00	2,683.20
110 - GEN ADMIN	136,115.00	0.00	136,115.00	62,818.44	18,021.08	55,275.48
11 - TOWN HALL	132,615.00	0.00	132,615.00	62,818.44	18,021.08	51,775.48
32 - CTRCT SVS EQ	64,008.00	0.00	64,008.00	39,035.35	16,030.00	8,942.65
310 - PROF SVS	64,008.00	0.00	64,008.00	39,035.35	16,030.00	8,942.65
39 - CONT SVS OTH	13,831.00	0.00	13,831.00	5,124.96	750.00	7,956.04
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	3,253.96	750.00	756.04
50 - UTILITIES	10,464.00	0.00	10,464.00	3,438.61	0.00	7,025.39
580 - COMM	10,464.00	0.00	10,464.00	3,438.61	0.00	7,025.39
60 - SUPPLIES	18,431.00	0.00	18,431.00	5,586.69	0.00	12,844.31
610 - SUPPLIES	10,211.00	0.00	10,211.00	3,707.55	0.00	6,503.45
650 - POSTAGE	8,220.00	0.00	8,220.00	1,879.14	0.00	6,340.86
80 - ADVER, PRINT	18,515.00	0.00	18,515.00	4,033.14	1,241.08	13,240.78
810 - ADVERTISE	4,500.00	0.00	4,500.00	418.47	345.00	3,736.53
830 - FORMS	8,910.00	0.00	8,910.00	716.86	896.08	7,297.06
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	5,599.69	0.00	1,766.31
910 - MILEAGE/TRAV	7,366.00	0.00	7,366.00	2,646.68	0.00	4,719.32
911 - MI/TRAV ELE	0.00	0.00	0.00	2,953.01	0.00	-2,953.01
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 ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
115 - ELECTIONS CONTD					
910 - MILEAGE/TRAV	414.00	414.00	0.00	0.00	414.00
117 - GEN ADMIN IN	43,978.00	43,978.00	21,856.00	0.00	22,122.00
99 - NOT SPECIFIE	43,978.00	43,978.00	21,856.00	0.00	22,122.00
38 - CONT SVS INS	43,978.00	43,978.00	21,856.00	0.00	22,122.00
325 - INS PROP & C	20,068.00	20,068.00	15,679.00	0.00	4,389.00
326 - INS W.C.	18,790.00	18,790.00	5,942.00	0.00	12,848.00
327 - INS UNEMPLOY	5,000.00	5,000.00	155.00	0.00	4,845.00
328 - INS VOLUNTEE	120.00	120.00	80.00	0.00	40.00
119 - CONTINGENCY	2,500.00	2,500.00	0.00	0.00	2,500.00
11 - TOWN HALL	2,500.00	2,500.00	0.00	0.00	2,500.00
90 - OTHER	2,500.00	2,500.00	0.00	0.00	2,500.00
999 - MISC	2,500.00	2,500.00	0.00	0.00	2,500.00
125 - ACO	8,457.00	8,457.00	6,878.07	0.00	1,578.93
72 - ACO	8,457.00	8,457.00	6,878.07	0.00	1,578.93
39 - CONT SVS OTH	6,957.00	6,957.00	6,539.34	0.00	417.66
381 - ACO	6,957.00	6,957.00	6,539.34	0.00	417.66
90 - OTHER	1,500.00	1,500.00	338.73	0.00	1,161.27
910 - MILEAGE/TRAV	1,500.00	1,500.00	338.73	0.00	1,161.27
126 - HHS G/A	1,000.00	1,000.00	0.00	0.00	1,000.00
71 - GA	1,000.00	1,000.00	0.00	0.00	1,000.00
39 - CONT SVS OTH	1,000.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SVS	1,000.00	1,000.00	0.00	0.00	1,000.00
129 - HHS SOCIAL S	1,131.00	1,131.00	1,131.00	0.00	0.00
75 - SOCIAL SERV	1,131.00	1,131.00	1,131.00	0.00	0.00
91 - OTHER SOC SV	1,131.00	1,131.00	1,131.00	0.00	0.00
999 - OTHER	1,131.00	1,131.00	1,131.00	0.00	0.00
131 - ROADS	814,350.00	814,350.00	21,253.47	3,400.00	789,696.53
51 - ROADS	814,350.00	814,350.00	21,253.47	3,400.00	789,696.53
33 - CONT PROF	1,000.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SERV	1,000.00	1,000.00	0.00	0.00	1,000.00
40 - REPAIRS & MA	813,350.00	813,350.00	21,253.47	3,400.00	788,696.53

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
131 - ROADS CONT'D						
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	21,253.47	0.00	118,096.53
	21,730.00	0.00	21,730.00	4,209.60	0.00	17,520.40
141 - BKG CARE & M						
11 - TOWN HALL	13,360.00	0.00	13,360.00	4,209.60	0.00	9,150.40
31 - CTRCT SVS BL	9,660.00	0.00	9,660.00	4,134.10	0.00	5,525.90
310 - PROF SVS	9,660.00	0.00	9,660.00	4,134.10	0.00	5,525.90
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
21 - RECREATION	2,800.00	0.00	2,800.00	0.00	0.00	2,800.00
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
22 - BUNGANUT	1,360.00	0.00	1,360.00	0.00	0.00	1,360.00
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
23 - KBP	440.00	0.00	440.00	0.00	0.00	440.00
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
31 - TRANSFER STA	3,770.00	0.00	3,770.00	0.00	0.00	3,770.00
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
	61,642.00	0.00	61,642.00	38,380.45	0.00	23,261.55
142 - BKG MOWING						
51 - ROADS	11,500.00	0.00	11,500.00	11,400.00	0.00	100.00
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
90 - MISC	50,142.00	0.00	50,142.00	26,900.45	0.00	23,241.55
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 - B8G MOWING CONT'D	50,142.00	0.00	50,142.00	26,900.45	0.00	23,241.55
370 - MOWING						
11 - TOWN HALL	4,640.00	0.00	4,640.00	773.33	0.00	3,866.67
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
22 - BUNGANUT	700.00	0.00	700.00	0.00	0.00	700.00
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
23 - KBP	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
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
31 - TRANSFER STA	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
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
51 - ROADS	642,400.00	0.00	642,400.00	209,946.10	247,500.00	184,953.90
31 - CTRCT SVS BL	642,400.00	0.00	642,400.00	209,946.10	247,500.00	184,953.90
360 - PLOW & SAND	642,400.00	0.00	642,400.00	209,946.10	247,500.00	184,953.90
145 - B8G WASTE SV	16,715.00	0.00	16,715.00	7,597.05	0.00	9,117.95
11 - TOWN HALL	1,820.00	0.00	1,820.00	165.00	0.00	1,655.00
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
21 - RECREATION	3,520.00	0.00	3,520.00	1,260.00	0.00	2,260.00
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	925.00	0.00	1,295.00
331 - PROF PORTA P	2,220.00	0.00	2,220.00	925.00	0.00	1,295.00
22 - BUNGANUT	6,315.00	0.00	6,315.00	4,904.55	0.00	1,410.45
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
23 - KBP	3,520.00	0.00	3,520.00	1,012.50	0.00	2,507.50
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
145 - B&G WASTE SV CONT'D						
35 - CTRCT SVS WA	2,220.00	0.00	2,220.00	537.50	0.00	1,682.50
331 - PROF PORTA P	2,220.00	0.00	2,220.00	537.50	0.00	1,682.50
51 - ROADS	1,540.00	0.00	1,540.00	255.00	0.00	1,285.00
31 - CTRCT SVS BL	1,200.00	0.00	1,200.00	255.00	0.00	945.00
330 - WASTE SVS	1,200.00	0.00	1,200.00	255.00	0.00	945.00
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
147 - B&G ENERGY	36,984.00	0.00	36,984.00	5,898.56	0.00	31,085.42
11 - TOWN HALL	12,484.00	0.00	12,484.00	2,354.79	0.00	10,129.21
50 - UTILITIES	12,484.00	0.00	12,484.00	2,354.79	0.00	10,129.21
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	2,354.79	0.00	6,145.21
21 - RECREATION	500.00	0.00	500.00	117.46	0.00	382.54
50 - UTILITIES	500.00	0.00	500.00	117.46	0.00	382.54
560 - ELECTRICITY	500.00	0.00	500.00	117.46	0.00	382.54
22 - BUNGANUT	4,500.00	0.00	4,500.00	807.17	0.00	3,692.83
50 - UTILITIES	4,500.00	0.00	4,500.00	807.17	0.00	3,692.83
560 - ELECTRICITY	4,500.00	0.00	4,500.00	807.17	0.00	3,692.83
23 - KBP	2,000.00	0.00	2,000.00	194.22	0.00	1,805.78
50 - UTILITIES	2,000.00	0.00	2,000.00	194.22	0.00	1,805.78
560 - ELECTRICITY	2,000.00	0.00	2,000.00	194.22	0.00	1,805.78
31 - TRANSFER STA	9,000.00	0.00	9,000.00	990.02	0.00	8,009.98
50 - UTILITIES	9,000.00	0.00	9,000.00	990.02	0.00	8,009.98
560 - ELECTRICITY	9,000.00	0.00	9,000.00	990.02	0.00	8,009.98
51 - ROADS	8,500.00	0.00	8,500.00	1,434.92	0.00	7,065.08
50 - UTILITIES	8,500.00	0.00	8,500.00	1,434.92	0.00	7,065.08
560 - ELECTRICITY	8,500.00	0.00	8,500.00	1,434.92	0.00	7,065.08
148 - B&G SIGNS	6,500.00	0.00	6,500.00	1,082.47	0.00	4,417.53
21 - RECREATION	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
22 - BUNGANUT	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
148 - B&G SIGNS CONT'D						
31 - TRANSFER STA	500.00	0.00	500.00	124.11	0.00	375.89
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
51 - ROADS	5,000.00	0.00	5,000.00	1,558.36	0.00	3,441.64
60 - SUPPLIES	5,000.00	0.00	5,000.00	1,558.36	0.00	3,441.64
670 - SIGNS	5,000.00	0.00	5,000.00	1,558.36	0.00	3,441.64
150 - TRF STATION	335,340.00	0.00	335,340.00	82,413.64	450.00	252,476.36
31 - TRANSFER STA	335,340.00	0.00	335,340.00	82,413.64	450.00	252,476.36
35 - CTRCT SVS WA	310,380.00	0.00	310,380.00	80,072.01	0.00	230,307.99
310 - PROF SVS	2,980.00	0.00	2,980.00	684.50	0.00	2,295.50
349 - PROF SVS CAN	2,400.00	0.00	2,400.00	800.00	0.00	1,600.00
350 - PROF SVS TIP	166,250.00	0.00	166,250.00	49,149.15	0.00	117,100.85
351 - PROF SVS TW	43,750.00	0.00	43,750.00	9,397.21	0.00	34,352.79
352 - PROF SVS REC	10,650.00	0.00	10,650.00	2,779.65	0.00	7,870.35
355 - PROF SVS HAU	33,125.00	0.00	33,125.00	8,025.00	0.00	25,100.00
356 - PROF SVS HW	27,125.00	0.00	27,125.00	4,900.00	0.00	22,225.00
357 - PROF SVS HR	11,100.00	0.00	11,100.00	2,100.00	0.00	9,000.00
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	1,400.00	0.00	9,100.00
40 - REPAIRS & MA	13,330.00	0.00	13,330.00	214.34	450.00	12,665.66
450 - EQUIPMENT	13,330.00	0.00	13,330.00	214.34	450.00	12,665.66
50 - UTILITIES	6,880.00	0.00	6,880.00	784.46	0.00	6,095.54
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	784.46	0.00	3,215.54
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
161 - PARKS & REC	8,960.00	0.00	8,960.00	3,024.11	0.00	5,935.89
21 - RECREATION	8,360.00	0.00	8,360.00	2,701.11	0.00	5,658.89
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	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
161 - PARKS & REC CONT'D						
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
22 - BUNGANUT	600.00	0.00	600.00	323.00	0.00	277.00
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

171 - RES EQUIP	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
99 - NOT SPECIFIE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00

173 - RES BLDG	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
99 - NOT SPECIFIE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
95 - RESERVES	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00

174 - RES - 50 WAT	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00
99 - NOT SPEC	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00
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

175 - RES CON SVC	18,674.00	0.00	18,674.00	18,674.00	0.00	0.00
99 - NOT SPECIFIE	18,674.00	0.00	18,674.00	18,674.00	0.00	0.00
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

177 - RES MISC	32,715.00	0.00	32,715.00	32,715.00	0.00	0.00
99 - NOT SPECIFIE	32,715.00	0.00	32,715.00	32,715.00	0.00	0.00
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

179 - RESERVES GMF	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
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Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
91 - GMFR	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
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
181 - OUTS GEN AD	194,200.00	45,150.00	239,350.00	103,265.38	10,900.00	125,184.62
11 - TOWN HALL	144,200.00	0.00	144,200.00	40,186.41	0.00	104,013.59
33 - CONT PROF	94,200.00	0.00	94,200.00	40,186.41	0.00	54,013.59
310 - PROF SERV	54,500.00	0.00	54,500.00	32,780.00	0.00	21,720.00
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
15 - CEMETERIES	8,500.00	45,150.00	53,650.00	22,078.97	10,900.00	20,671.03
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
17 - PLANNING	500.00	0.00	500.00	0.00	0.00	500.00
33 - CONT PROF	500.00	0.00	500.00	0.00	0.00	500.00
310 - PROF SERV	500.00	0.00	500.00	0.00	0.00	500.00
22 - BUNGANUT	41,000.00	0.00	41,000.00	41,000.00	0.00	0.00
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
185 - OUTSOURCE OT	190,389.00	0.00	190,389.00	186,995.00	0.00	3,394.00
95 - LIBRARY	141,270.00	0.00	141,270.00	141,270.00	0.00	0.00
37 - CONT OUT	141,270.00	0.00	141,270.00	141,270.00	0.00	0.00
399 - CONT SVS OTH	141,270.00	0.00	141,270.00	141,270.00	0.00	0.00
99 - NOT SPEC	49,119.00	0.00	49,119.00	45,725.00	0.00	3,394.00
37 - CONT OUT	44,119.00	0.00	44,119.00	40,725.00	0.00	3,394.00
399 - CONT SVS OTH	44,119.00	0.00	44,119.00	40,725.00	0.00	3,394.00
90 - OTHER	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
999 - MISC	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
186 - OUTS GMFR	630,191.00	0.00	630,191.00	262,579.60	367,611.44	-0.04
91 - GMFR	630,191.00	0.00	630,191.00	262,579.60	367,611.44	-0.04
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
186 - OUTS GMFR CONTR	194,223.00	0.00	194,223.00	80,926.25	113,296.75	0.00
392 - GMFR CONTRAC	194,223.00	0.00	194,223.00	80,926.25	113,296.75	0.00
191 - OTHER CIP	44,335.00	0.00	44,335.00	7,741.78	4,373.05	32,220.17
11 - TOWN HALL	30,535.00	0.00	30,535.00	4,487.09	2,323.05	23,724.86
70 - EQUIPMENT	30,535.00	0.00	30,535.00	4,487.09	2,323.05	23,724.86
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	2,628.34	0.00	2,781.66
21 - RECREATION	900.00	0.00	900.00	600.00	0.00	300.00
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
22 - BUNGANUT	5,000.00	0.00	5,000.00	1,969.69	0.00	3,030.31
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
31 - TRANSFER STA	7,900.00	0.00	7,900.00	685.00	2,050.00	5,165.00
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
195 - RSU # 57	5,597,245.00	0.00	5,597,245.00	2,332,185.30	3,265,059.36	0.34
92 - RSU # 57	5,597,245.00	0.00	5,597,245.00	2,332,185.30	3,265,059.36	0.34
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
197 - COUNTY	332,963.00	2,221.00	335,184.00	335,183.84	0.00	0.16
97 - COUNTY	332,963.00	2,221.00	335,184.00	335,183.84	0.00	0.16
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
199 - OVERLAY	0.00	15,390.44	15,390.44	5,167.32	0.00	10,223.12
99 - NOT SPECIFIC	0.00	15,390.44	15,390.44	5,167.32	0.00	10,223.12
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	223,733.64	10,438,560.64	4,207,166.46	3,918,529.93	2,317,864.05

ITEM #6: (g.) Planning Board Quarterly Report



LYMAN PLANNING BOARD Quarterly Report First Quarter, Fiscal Year 2023/2024

Reviewed PB Mission Statement and Bylaws

Bartlett Pines Subdivision, Phase III: portion of the subdivision was abandoned without meeting the conditions of the original approval:

- Met with Town's attorney to discuss resolution

Met with Lee Jay Feldman, Southern Maine Planning & Development: State of Maine LD2003 requirements and impact on the Town of Lyman;

Hissong Ready-Mix & Aggregates – 98 Old Kennebunk Rd – Approximate eight-acre expansion of current quarry operations to the northwest of existing quarry:

- Conducted the site walk;
- Held a Public Hearing;
- Approved the application;
- Wrote and recorded the Notice of Decision;

Barkers Pond Rentals – hosting events in the Shoreland Zone:

- Reviewed the sixteen standards;
- Conducted the site walk;
- Approved the application;
- Wrote and recorded Notice of Decision

Daniel & Danielle Marquardt – Property owners proposing to replace the existing structure.

- Wrote and recorded the Notice of Decision

The Hidden Spa –

- Held a Public Hearing;
- Reviewed the sixteen standards;
- Wrote and recorded the Notice of Decision

Roy Family Spirit of Camp – Property owner proposing to place the existing structure it on a full foundation:

- Wrote and recorded the Notice of Decision

Merry Morning – 382 Goodwins Mills Rd – renewal of expired Conditional Use Approval for a Professional Office Building, expired:

- Reviewed proposed uses of the ten-unit professional building;
- Review request to remove condition in original Notice of Decision regarding sprinkler system;
- Wrote the Notice of Decision (still not final)

Dana Gagnon – 18 Stallion Ln – Map 11 Lot 013-2 – applying to open a state vehicle inspection station in the existing garage.

- Reviewed the application;
- Conducted the site walk

Rustic Dreams – Site Plan Review consideration

- Reviewed property history from 1995 to present

Sanford YMCA, 39 Muscatawa Lane LLC, Map 06, Lot 43

- Met to discuss offering temporary youth day camp activities at Muscatawa Lane

MX-207, 53 Bartletts Bridge Road, Map 09, Lot 3-1 – Reviewing Original Conditional Use Permit:

- Met with Lee Jay Feldman, Southern Maine Planning & Development to determine requirements ;
- Reviewed history of the property
- Met with property owner to discuss current usage and Conditional Use requirements

Pamela Moody-Maxon & Shane Maxon – 36 Cottage St – Map 20 Lot 003 and 14 Verna Lane Map 06 Lot 041-A7B – Earth moving activities without a permit.

- Conducted the site walk;
- Reviewed history of the property



Roderick Tetu, Chairman or
Cecile Dupuis, Secretary



Date